

an agreement with the County, on behalf of himself and his successors in interest, to establish an open-space easement in perpetuity over a portion of Owner's Property for the purpose of preservation, restoration, and enhancement of Pismo clarkia (*Clarkia speciosa subsp. immaculate*) and its habitat; and

WHEREAS, Owner has agreed to and shall comply with all of the requirements of conditions 1 and 2, which read as follows:

Pismo Clarkia

1. The subject property is located in an area that has potential habitat for *Clarkia speciosa subsp. immaculata* (Pismo Clarkia), which is of special concern because it is a California Rare, Federally Endangered, and Globally Threatened subspecies. The applicant has agreed to compensate for the permanent impacts to the potential Pismo Clarkia habitat by preserving and managing in perpetuity a selected habitat area containing the same quality of vegetative communities at a minimum 1:1 ratio (one acre preserved for each acre impacted). These lands shall be located within the property, APN 047-181-059. The open space easement area selected shall be consistent with the recommended habitat mitigation area set forth in the Pismo Clarkia Habitat and Mitigation Report prepared by quality biologist, V.L. Holland (Refer to attached Figure 3 showing proposed mitigation area, October 14, 2014).
2. An open space easement shall be recorded on all property associated with the mitigation lands as to protect the existing plant and wildlife resources in perpetuity. Evidence of this open space (conservation) easement shall be provided to the County prior to grading permit issuance. Verification of having met habitat mitigation requirements shall be reviewed and approved by the County prior to grading permit issuance.

; and

WHEREAS, Owner intends that the restrictions contained in this agreement shall apply to that portion of Owner's Property (hereinafter referred to as the "Subject Property") which is more particularly described in Exhibits A and B attached hereto and incorporated by reference herein as though set forth in full; and

WHEREAS, execution of this agreement by Owner and County, and subsequent performance of its obligations by Owner and his successors in interest, will satisfy the

requirement for dedication of an open-space easement agreed to by Owner and imposed by conditions 1 and 2 referred to above; and

WHEREAS, the Subject Property has certain natural scenic beauty and existing openness, and both Owner and County desire to preserve and conserve for the public benefit the great natural scenic beauty and existing openness, natural condition and present state of use of said property of the Owner; and

WHEREAS, Owner is willing to grant to County the scenic use, as hereinafter expressed, of the land and thereby protect the present scenic beauty and existing openness of the Subject Property and provide habitat for Pismo clarkia by the restricted use of said property by Owner through the imposition of the conditions hereinafter expressed; and

WHEREAS, both Owner and County intend that the terms, conditions, and restrictions of the open-space easement granted in this agreement are in compliance with Government Code sections 51070 through 51097, inclusive, hereinafter referred to as the "Open-Space Easement Act of 1974," so as to be an enforceable restriction under the provisions of Revenue and Taxation Code section 422; and

WHEREAS, Owner has supplied County with a current title company preliminary title report, lot book guarantee, or preliminary subdivision guarantee listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on the Subject Property.

NOW, THEREFORE, in consideration of the premises and in compliance with the provisions of Government Code sections 51070 through 51097, inclusive, and in further consideration of the mutual promises, covenants, and conditions herein

contained and the substantial public benefits to be derived therefrom, the parties hereto agree as follows:

1. Grant of open-space easement. Owner hereby grants to County, for the term specified in paragraph 8 below, an open-space easement in and to the Subject Property described above. The open-space easement granted herein conveys to County an estate and interest in the real property of the nature and character specified in the Open-Space Easement Act of 1974, which is subject to the express conditions and restrictions imposed herein upon the use of the property by Owner. To that end, and for the purpose of accomplishing the intent of the parties hereto, Owner covenants on behalf of himself, his successors and assigns with the County, its successors and assigns to do and refrain from doing, severally and collectively, upon the Subject Property, the various acts hereinafter mentioned.

2. Restrictions on use of the Subject Property. The restrictions imposed upon the use of the Subject Property by Owner and his successors in interest and the acts which Owner and his successors in interest shall refrain from doing, and permit to be done, upon the Subject Property are as follows:

(a) No buildings, structures, or other improvements shall be placed, constructed, or erected upon the Subject Property and no activities shall be undertaken or allowed upon the Subject Property that may conflict with long term protection, preservation, and enhancement of Pismo clarkia and its habitat.

(b) No advertising of any kind shall be placed on or within the Subject Property.

(c) Owner shall not plant or permit to be planted any vegetation upon the Subject Property except as authorized by the approved grading permit referred to above, and as necessary for erosion control.

(d) The general topography of the landscape within the Subject Property shall be maintained in its present condition and no grading, excavation, or topographic changes shall be made.

(e) No use of the Subject Property which will or does materially alter the landscape, its habitat, or other attractive scenic features of the property, other than those specified herein, shall be done or suffered.

(f) Owner shall not extract natural resources from the Subject Property except for development of Owner's underlying water rights at a location approved by the Environmental Coordinator of the County.

(g) Owner shall not remove or alter native plants or animals from the Subject Property.

(h) Owner shall not use the Subject Property for agricultural development or for agricultural staging activities or storage of any kind.

(i) Owner shall not cut timber, trees, or other natural growth, except as may be required to optimize the habitat for the Pismo clarkia and for fire protection, thinning, elimination of diseased growth, and similar protective measures.

(j) Owner shall not use the Subject Property or any portion thereof as a parking lot, storage area, or dump site or otherwise deposit or allow to be deposited on the Subject Property or any portion thereof, temporarily or otherwise, anything whatsoever which is not indigenous or natural to the Subject Property.

(k) Owner shall not cover or cause the Subject Property to be covered in whole or in part with any asphalt, stone, concrete, or other material which does not constitute natural cover for the land nor otherwise disturb the natural cover of the land unless otherwise authorized by the provisions of this agreement.

(l) No land division of a legal parcel containing the Subject Property shall occur except after obtaining all necessary approvals required by Title 21 of the San Luis Obispo County Code, nor shall Owner or Owner's successors in interest otherwise convey (other than under threat of condemnation) a portion of a legal parcel containing the Subject Property less than the whole of said legal parcel to one or more parties or convey a legal parcel containing the Subject Property to two or more parties each of whom acquire title to less than the whole of said legal parcel. Any such conveyance or transfer of a legal parcel containing the Subject Property or a portion thereof by Owner or Owner's successors in interest shall be considered null and void.

3. Reservations of use by Owner. Notwithstanding the provisions of paragraph 2 above, the following property rights in the Subject Property are excepted from this grant and are expressly reserved to Owner:

(a) The right to construct, develop, and maintain all roads, trails, and other improvements authorized by the approved grading permit referred to above, and any amendments or modifications thereto which may be approved by the County.

(b) The right to undertake and allow for scientific investigation conducted as part of a project or plan instigated by the Owner, and otherwise approved by the Owner and the United States Fish and Wildlife Service and/or the California Department of Fish and Game.

(c) The right to the use and occupancy of the Subject Property, subject to the conditions and restrictions imposed in this agreement.

4. Compliance with County regulations. Land uses permitted or reserved to Owner in this agreement are subject to and require compliance with all applicable county ordinances and regulations, including those regulating land use.

5. Construction of improvements. Owner shall not construct or permit the construction of any improvements on the Subject Property except as expressly reserved herein or as authorized in the Open-Space Easement Act of 1974. Provided, however, nothing contained in this agreement shall prohibit the construction of either public service facilities installed for the benefit of the Subject Property or public service facilities installed pursuant to an authorization of the Board of Supervisors of the County or the Public Utilities Commission.

6. No authorization for public trespass. The grant of easement contained herein and its acceptance by the County of San Luis Obispo does not authorize and is not to be construed as authorizing the public or any member thereof to trespass upon or use all or any portion of the Subject Property or as granting to the public or any member thereof any tangible rights in or to the Subject Property or the right to go upon or use or utilize the Subject Property in any manner whatsoever. It is understood that the purpose of this agreement is solely to restrict the uses to which the Subject Property may be put so that the property may be kept as near as possible in its natural condition for the benefit of the public by preserving habitat for the Pismo clarkia.

7. Effect on prior easements. Nothing contained in this agreement shall limit or affect any easements that are of record and that have been heretofore granted by Owner on, over, under, or across the Subject Property or any portion thereof.

8. Duration of easement. The grant of easement to County contained in this agreement shall be effective when it has been approved and accepted by resolution of the Board of Supervisors in the manner required by law, and it shall remain in effect in perpetuity unless abandoned or otherwise terminated by the Board of Supervisors in accordance with the provisions of the Open-Space Easement Act of 1974. Provided, however, no easement shall be abandoned or otherwise terminated without first obtaining approval of a Minor Use Permit authorizing such abandonment or termination.

9. Enforceable restriction. Upon acceptance of the open-space easement granted herein, the Subject Property shall be deemed to be "enforceably restricted" within the meaning of section 422 of the Revenue and Taxation Code and section 8 of Article XIII of the Constitution of the State of California.

10. Binding on successors in interest. This agreement shall be deemed an equitable servitude and a covenant running with the land described herein and shall be binding on the parties hereto and their heirs, assigns, and successors in interest. Any conveyance, transfer, or sale made by Owner of said property or any portion thereof shall be deemed to incorporate by reference, and be subject to, each of the provisions of this agreement.

11. Effect of waiver. County's waiver of the breach of any one term, covenant, or provision of this agreement shall not be a waiver of a subsequent breach of the same term, covenant, or provision of this agreement or of the breach of any other term, covenant, or provision of this agreement.

12. Judicial enforcement. Enforcement shall be by proceeding at law or in equity, either to restrain a violation or an attempted violation or by suit to recover

damages against any person or persons violating or attempting to violate any covenant or restriction contained herein.

13. Law governing and venue. This agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo, and such County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this agreement.

14. Enforceability. If any term, covenant, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

15. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices shall be addressed as follows:

To the County: Director of Planning and Building
 County of San Luis Obispo
 County Government Center, Room 300
 San Luis Obispo, California 93408

To the Owner: Charles Grove
 162 Valley View Place
 Arroyo Grande, California 93420

Either party may change such address by providing notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

16. Agreement to be recorded. Owner and County intend and consent to the recordation of this agreement in the office of the County Recorder of the County of San Luis Obispo, and such recordation of this agreement shall serve as constructive notice

of the obligations contained herein to be performed by the Owner and the successors in interest to all or any portion of Owner's Property.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OWNER

Charles Raymond Grove
CHARLES RAYMOND GROVE

Stacey L. Eldridge
STACEY L. ELDRIDGE

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

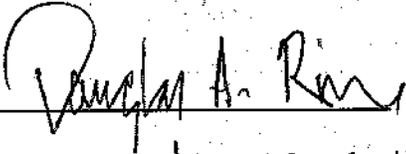
RITA L. NEAL
County Counsel

By: Bump
Deputy County Counsel

Dated: 1/13/15

LEGAL DESCRIPTION APPROVED AS TO FORM:

DOUGLAS A. RION
County Surveyor

By: 

Dated: Jan. 12, 2015

[NOTE: This Open-Space Agreement will be recorded. All signatures to this agreement must be acknowledged by a notary.]
175plhagr.docx

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

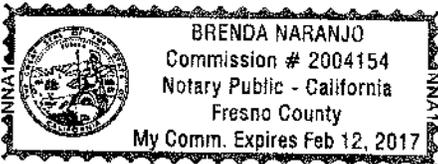
State of California

County of Fresno

On Dec 20, 2014 before me, Brenda Naranjo, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Charles Raymond Grove and Stacey L. Eldridge
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Brenda Naranjo
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Open Space Agreement

Document Date: Dec 20, 2014 Number of Pages: 12 - numbered

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Charles Raymond Grove
 Corporate Officer — Title(s): _____

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



Signer Is Representing: Self

Signer's Name: Stacey L. Eldridge
 Corporate Officer — Title(s): _____

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



Signer Is Representing: Self

EXHIBIT A
Legal Description

ALL THAT PORTION OF PARCEL 2 OF PARCEL MAP CO 83-068, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF RECORDED SEPTEMBER 18, 1986 IN BOOK 39, PAGE 98 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF SAID PARCEL 2;
THENCE, SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2, SOUTH 27°43'16 WEST, 195.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, CONTINUING SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2, SOUTH 27°43'16 WEST, 100.00 FEET;

THENCE, LEAVING SAID SOUTHEASTERLY LINE, NORTH 73°39'05" WEST, 43.00 FEET ;

THENCE, NORTH 61°57'56" WEST, 33.00 FEET ;

THENCE, NORTH 40°12'27" EAST, 33.00 FEET ;

THENCE, NORTH 15°55'35" EAST, 31.00 FEET ;

THENCE, NORTH 38°31'11" EAST, 30.00 FEET ;

THENCE, NORTH 69°04'14" EAST, 41.00 FEET ;

THENCE, NORTH 07°02'38" WEST, 18.00 FEET ;

THENCE, NORTH 29°11'25" WEST, 34.00 FEET ;

THENCE, NORTH 11°32'40" WEST, 41.00 FEET ;

THENCE, NORTH 09°24'51" EAST, 24.00 FEET ;

THENCE, NORTH 06°15'48" WEST, 52.00 FEET ;

THENCE, NORTH 12°17'00" EAST, 48.00 FEET ;

THENCE, NORTH 00°52'02" WEST, 23.00 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 2 ;

THENCE, ALONG SAID NORTHEASTERLY LINE, SOUTH 56°28'00" EAST, 84.39 FEET ;

THENCE, LEAVING SAID NORTHEASTERLY LINE, SOUTH 20°35'30" WEST, 19.00 FEET ;

THENCE, SOUTH 19°35'57" EAST, 17.00 FEET ;

THENCE, SOUTH 42°13'54" EAST, 16.00 FEET ;

THENCE, SOUTH 25°32'40" EAST, 16.00 FEET ;

THENCE, SOUTH 07°16'30" EAST, 35.00 FEET ;

THENCE, SOUTH 07°39'40" WEST, 25.00 FEET ;

THENCE, SOUTH 28°46'28" WEST, 42.00 FEET;

THENCE, SOUTH 16°54'36" WEST, 65.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.57 ACRES, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION



Terry A. Green

1/7/2015

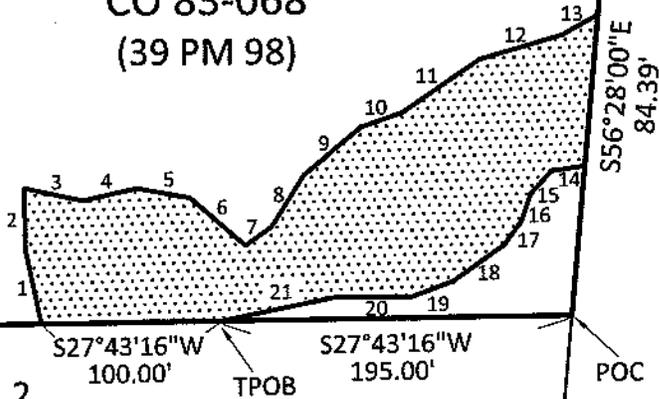
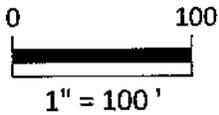
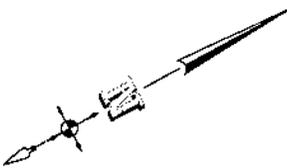
Date

**EXHIBIT B
REFERENCE MAP**

PARCEL A
(24 PM 4)

PARCEL 1
CO 83-068
(39 PM 98)

PARCEL 2
CO 83-068
(39 PM 98)



PARCEL 2
(11 PM 29)

1	N73°39'05"W	43.00'	12	N12°17'00"E	48.00'
2	N61°57'56"W	33.00'	13	N00°52'02"W	23.00'
3	N40°12'27"E	33.00'	14	S20°35'30"W	19.00'
4	N15°55'35"E	31.00'	15	S19°35'57"E	17.00'
5	N38°31'11"E	30.00'	16	S42°13'54"E	16.00'
6	N69°04'14"E	41.00'	17	S25°32'40"E	16.00'
7	N07°02'38"W	18.00'	18	S07°16'30"E	35.00'
8	N29°11'25"W	34.00'	19	S07°39'40"W	25.00'
9	N11°32'40"W	41.00'	20	S28°46'28"W	42.00'
10	N09°24'51"E	24.00'	21	S16°54'36"W	65.00'
11	N06°15'48"W	52.00'			

LOPEZ DRIVE



1/8/2015

EXHIBIT C

PARCEL 2 OF PARCEL MAP CO 83-068, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF RECORDED SEPTEMBER 18, 1986 IN BOOK 39, PAGE 98 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM 1/2 OF ALL OIL AND MINERAL RIGHTS IN, UNDER OR UPON SAID LAND AS RESERVED BY FRED W. ABRAHAM AND DOROTHY L. ABRAHAM, HUSBAND AND WIFE, BY DEED RECORDED JUNE 10, 1974, IN BOOK 1782, PAGE 803, OFFICIAL RECORDS.

APN: 047-181-059

RECORDING REQUESTED BY:

County of San Luis Obispo

AND WHEN RECORDED MAIL TO:

Clerk of the Board of Supervisors
County of San Luis Obispo
County Government Center
San Luis Obispo, CA 93408

APN 047-181-059

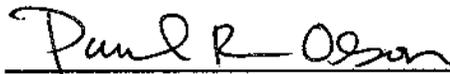
SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT. (THIS NOTICE REQUIRED BY CALIFORNIA CIVIL CODE SECTION 2953.3.)

The undersigned, beneficiary under that certain Deed of Trust dated September 23, 2013, recorded September 30, 2013, as Document No. 2013-055493, of the Official Records in the Office of the County Recorder of the County of San Luis Obispo, State of California, does hereby join in, and consent to, each and all of the terms and provisions of the Open-Space Agreement Granting An Open-Space Easement To The County Of San Luis Obispo entered into between Charles Raymond Grove and Stacey L. Eldridge and the County of San Luis Obispo, recorded concurrently herewith, and does hereby subordinate the interests of its Deed of Trust to the entire effect of the open-space agreement.

SIGNED AND EXECUTED this 30th day of December, 2014.

BENEFICIARY



PAUL RONALD OLSON



ANDREA LYNN OLSON

[NOTE: This Subordination Agreement will be recorded. All signatures to this agreement must be acknowledged by a notary.]

175plhagr.docx

**SEE ATTACHED
CALIFORNIA ALL-PURPOSE
ACKNOWLEDGMENT**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Placer

On Dec. 30, 2014 before me, Kim Bower, Notary Public
(Here insert name and title of the officer)

personally appeared Paul Ronald Olson & Andra Lynn Olson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kim Bower

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____