

Recording requested by, and
when recorded mail to:

Public Works Department
County of San Luis Obispo
County Government Center, Room 206
San Luis Obispo, CA 93408

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RIPARIAN HABITAT CONSERVATION EASEMENT DEED

This Riparian Habitat Conservation Easement Deed ("Conservation Easement") is made as of the _____ day of _____, 2015 by DLP Ag Partnership, LP, a Limited Partnership ("Grantor"), in favor of the San Luis Obispo County Flood Control and Water Conservation District, a political subdivision of the State of California ("Grantee"), with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property located in the County of San Luis Obispo, State of California, commonly known as Assessor's Parcel Number 026-233-036 and more particularly described in Exhibit A, attached hereto and incorporated herein ("Property"); and

B. The Property is located within the Salinas River watershed and contains a drainage feature that has been degraded by historic removal of native riparian vegetation and subsequent colonization of invasive non-native vegetation; and

C. Grantee's approval of the Nacimiento Water Project, as described in the Nacimiento Water Project Environmental Impact Report certified in January 2004 (State Clearing House No. 2001061022) ("Nacimiento Project"), is subject to certain certifications and mitigation requirements; and

D. The California Regional Water Quality Control Board issued a Clean Water Act Section 401 Water Quality Certification for the Nacimiento Project in April 2007 (amended in June 2009) (Certification No. 34006WQ19) ("Certification"); and

E. The Certification requires the Grantee to implement a compensatory mitigation project to mitigate the Nacimiento Project's permanent impacts to 0.32 acres of riparian habitat at a ratio of 2:1; and

F. The purpose of this Conservation Easement is to enable the restoration of 0.64 acres of riparian habitat on the portion of the Property described in Exhibit B and depicted on Exhibit C, both attached hereto and incorporated herein (“Easement Area”), in satisfaction of the Certification; and

G. Grantee intends to retain the services of the Upper Salinas-Las Tablas Resource Conservation District (“RCD”) to restore the Easement Area in accordance with the Restoration Plan set forth in Exhibit D, attached hereto and incorporated herein (“Restoration Plan”) at a cost of \$96,225.00; and

H. Grantee is authorized to hold conservation easements pursuant to California Civil Code Section 815.3 and California Water Code Act 7205 of the Uncodified Acts, Section 49-5; and

I. Grantor has supplied Grantee with a current title company preliminary title report or lot book guarantee listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on the Easement Area.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the laws of the State of California, including California Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a riparian habitat conservation easement in perpetuity over the Easement Area.

1. Purpose. The purpose of this Conservation Easement is to permit the Grantee and its agents, including, without limitation, the RCD, to restore riparian habitat within the Easement Area as set forth in the Restoration Plan and to ensure that the Easement Area will be forever retained in its restored condition. Grantor intends that this Conservation Easement will confine the use of the Easement Area to activities that are consistent with such purposes, including, without limitation, those involving the restoration, maintenance and preservation of native riparian habitat in accordance with the Restoration Plan.

2. Grantee’s Rights. To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

(a) To enter the Easement Area at reasonable times in order to restore and maintain the riparian habitat in accordance with the Restoration Plan and in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, provided that Grantee shall not unreasonably interfere with Grantor’s authorized use and quiet enjoyment of the Easement Area. Said right of entry shall extend to Grantee’s agents, including, without limitation, the RCD.

(b) To hold three (3) workshops or site tours on the Easement Area at times agreeable to Grantor. Said right shall extend to the Grantee's agents, including, without limitation, the RCD.

(c) To prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such restored riparian habitat that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement.

(d) To require that all mineral, air and water rights as Grantee deems necessary to preserve and protect the restored riparian habitat within the Easement Area shall remain a part of and be put to beneficial use upon the Easement Area, consistent with the purposes of this Conservation Easement.

3. Prohibited Uses. Any activity on or use of the Easement Area that is inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents and third parties are expressly prohibited:

(a) Use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals except for the use of organic pesticides for weed abatement in a manner that does not damage the restored habitat; for purposes of this Conservation Easement, "weed" shall mean an invasive non-native plant and shall not include any plants planted in connection with the restoration of the Easement Area.

(b) Removal, trimming, cutting or destruction of the restored habitat or any other native riparian habitat except for vegetation management required by the applicable local fire authority and for habitat management activities expressly authorized in the Restoration Plan and consistent with the purposes of this Conservation Easement; this subsection (b) shall not be interpreted to prevent the removal, trimming, cutting or destruction of weeds in a manner that does not damage the restored habitat consistent with subsection (a).

(c) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways.

(d) Agricultural activity of any kind.

(e) Recreational activities, including, but not limited to, horseback riding, biking, hunting or fishing except for personal, non-commercial, recreational activities of the Grantor, so long as such activities are consistent with the purposes of this Conservation Easement.

(f) Commercial, industrial, residential or institutional uses.

(g) Any legal or de facto division, subdivision or partitioning of the Easement Area.

(h) Construction, reconstruction, erecting or placement of any building, billboard or sign, or any other structure or improvement of any kind.

(i) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials except duff and downed material from native plants.

(j) Planting, introduction or dispersal of non-native or exotic plant or animal species.

(k) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sand, gravel, rock or other material on or below the surface of the Easement Area, or granting or authorizing surface entry for any of these purposes.

(l) Altering the surface or general topography of the Easement Area, including, but not limited to, any alteration to habitat except as permitted under subsection (b), building roads or trails, paving or otherwise covering the Easement Area with concrete, asphalt or any other impervious material.

(m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Easement Area, and any activities or uses detrimental to water quality, including, but not limited to, degradation or pollution of any surface or sub-surface waters.

(n) Without the prior written consent of Grantee, which Grantee may withhold, transferring, encumbering, selling, leasing or otherwise separating the mineral, air or water rights for the Easement Area; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir and storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Easement Area, including but not limited to: (i) riparian water rights, (ii) appropriative water rights, (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Easement Area and (iv) any water wells that are in existence or may be constructed in the future on the Easement Area.

(o) Engaging in any use or activity that may violate, or may fail to comply with, relevant Federal, State or local laws, regulations or policies applicable to the Grantor, the Easement Area or the use or activity in question.

Nothing contained in this Section 3 shall be deemed to prohibit any activities undertaken by the Grantee or Grantee's agents, including the RCD, during its restoration and maintenance of the Easement Area in accordance with the Restoration Plan.

4. Grantor's Duties.

(a) Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the restored riparian habitat within the Easement Area or that are otherwise inconsistent with this Conservation Easement.

(b) Grantor shall undertake all necessary actions to perfect and defend Grantee's rights under Section 2 of this Conservation Easement.

(c) Grantor shall perform all of the actions identified as Grantor responsibilities in the Restoration Plan.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors and assigns all rights accruing from Grantor's ownership of the Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Easement Area that are not prohibited by and are consistent with the purposes of this Conservation Easement.

6. Duration of Restrictions. The grant of easement contained herein shall be effective when it has been approved and accepted by resolution of the Board of Supervisors of the San Luis Obispo County Flood Control and Water Conservation District in the manner required by law, and it shall remain in effect in perpetuity.

7. 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.

(a) Costs of Enforcement. All costs incurred by Grantee, where Grantee is the prevailing party, in enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorney and expert fees, and any costs of restoration necessitated by negligence or breach of this Conservation Easement, shall be borne by Grantor.

(b) Grantee's Discretion. Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights of Grantee under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

(c) Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Easement Area resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm and earth movement or any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Easement Area resulting from such causes or (ii) acts by Grantee or its agents.

8. Access. This Conservation Easement does not convey a general right of access to the public.

9. Costs and Liabilities. With the exception of the work to be completed by the RCD as described in the Cooperative Agreement between the Grantee and the RCD ("Cooperative Agreement"), Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Easement Area.

10. Hold Harmless. Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors and representatives, including, without limitation, the RCD, and its directors, officers, employees, agents, contractors and representatives, (each a "Grantee Indemnified Party" and collectively, "Grantee's Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorney fees and expert fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and collectively, "Claims"), arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Area, regardless of cause, except that this indemnification shall be inapplicable to any Claim due to the negligence of Grantee or any of its employees or agents. If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Grantee Indemnified Party.

11. Binding on Successor's in Interest. This Conservation Easement shall be deemed an equitable servitude and a covenant running with the land described herein in favor of Grantee and the People of the State of California and shall be binding on the Grantor and its heirs, assigns and successors in interest. Any conveyance, transfer or sale made by Grantor of the Easement Area or any portion thereof shall be deemed to incorporate by reference, and be subject to, each of the provisions of this Conservation Easement.

12. Transfer of Conservation Easement or Easement Area.

(a) Conservation Easement. This Conservation Easement may be assigned or transferred by Grantee upon written approval of Grantor, which approval shall not be

unreasonably withheld, conditioned or delayed, but Grantee shall give Grantor at least sixty (60) days prior written notice of the proposed assignment or transfer. Grantee may assign or transfer its rights under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 and Government Code Section 65965 (and any successor or other provision(s) then applicable) or the laws of the United States. Grantee shall require the assignee to record the assignment in the official records of the County of San Luis Obispo. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Any transfer under this section is subject to the requirements of Section 13.

(b) Easement Area. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Easement Area, including, without limitation, a leasehold interest. Grantor agrees that the deed or other legal instrument shall also incorporate by reference the Restoration Plan and any amendment(s) thereto. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Grantee shall have the right to prevent any transfer in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement (including the exhibits and documents incorporated by reference herein). The failure of Grantor to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any transfer under this section is subject to the requirements of Section 13.

13. Merger. The doctrine of merger shall not operate to extinguish this Conservation Easement if this Conservation Easement and the Easement Area become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish this Conservation Easement, then, unless Grantor and Grantee otherwise agree in writing, a replacement conservation easement or restrictive covenant containing the same protections embodied in this Conservation Easement shall be recorded against the Easement Area.

14. Notices. Any notice, demand, request, consent, approval, or other communication that Grantor or Grantee desires or is required to give to the other shall be in writing and served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, addressed as follows:

To Grantor: DLP Ag Partnership, LP
11266 Avenue 264
Visalia, CA 93277
Attention: David Parrish

To Grantee: San Luis Obispo County
Department of Public Works
County Government Center, Room 206
San Luis Obispo, CA 93408
Attention: Director of Public Works

or to such other address as designated by written notice to Grantee or Grantor. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

15. Amendment. This Conservation Easement may be amended only by mutual written agreement of Grantor and Grantee. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of the County of San Luis Obispo.

16. Additional Provisions.

(a) Law and Governing Venue. This Conservation Easement 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 Grantor and Grantee hereunder are performable in the County of San Luis Obispo, and such County shall be the venue for any action, or proceeding that may be brought arising out of, in connection with or by reason of this Conservation Easement.

(b) Liberal Construction. Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to affect the purposes of this Conservation Easement and the policy and purpose of California Civil Code Section 815 *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the

application of any provision of this Conservation Easement to a person or circumstances, such action shall not affect the application of the provision to any other person or circumstances.

(d) Entire Agreement. This document (including its exhibits and the Final Draft Planting Report described in the Restoration Plan) sets forth the entire agreement of the Grantor and Grantee with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this Conservation Easement shall be valid or binding unless contained in an amendment in accordance with Section 15.

(e) Warranty. Grantor represents and warrants that Grantor is the sole owner of the Easement Area. Grantor also represents and warrants that, except as specifically disclosed to and approved by Grantee in writing, that the holder of any outstanding mortgage, lien, encumbrance or other interest in the Easement Area which conflicts with or is inconsistent with this Conservation Easement has expressly subordinated such interest to this Conservation Easement by a recorded Subordination Agreement approved by Grantee.

(f) Additional Interests. Grantor shall not grant any additional easements, rights of way or other interests in the Easement Area (other than a security interest that is expressly subordinated to this Conservation Easement) nor shall Grantor grant, transfer, abandon or relinquish (each a "Transfer") any mineral, air or water right or any water associated with the Easement Area without first obtaining the written consent of Grantee. Such consent may be withheld if Grantee determines that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement. This Section 16(f) shall not limit the provisions of Section 2(c) or Section 3(m) nor prohibit transfer of a fee or leasehold interest in the Easement Area that is subject to this Conservation Easement and complies with Section 12. Grantor shall provide a copy of any recorded or unrecorded grant or Transfer document to the Grantee.

(g) Grantee shall record this Conservation Easement in the official records of the County of San Luis Obispo and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement-Deed the day and year first above written.

GRANTOR

DLP Ag Partnership, LP, a Limited Partnership

By: David Parkish

Name: DAVID E. PARKISH

Title: PRESIDENT, General Partner

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)

On 23 January, 2015, before me, S. Reynolds
a Notary Public, in and for the State of California, personally appeared _____
DAVID E. PARRISH

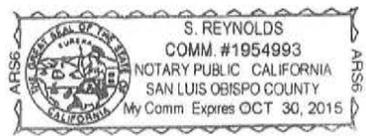
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same
~~in his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument
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 *S. Reynolds*
Signature of Notary Public

[SEAL]



application of any provision of this Conservation Easement to a person or circumstances, such action shall not affect the application of the provision to any other person or circumstances.

(d) Entire Agreement. This document (including its exhibits and the Final Draft Planting Report described in the Restoration Plan) sets forth the entire agreement of the Grantor and Grantee with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this Conservation Easement shall be valid or binding unless contained in an amendment in accordance with Section 15.

(e) Warranty. Grantor represents and warrants that Grantor is the sole owner of the Easement Area. Grantor also represents and warrants that, except as specifically disclosed to and approved by Grantee in writing, that the holder of any outstanding mortgage, lien, encumbrance or other interest in the Easement Area which conflicts with or is inconsistent with this Conservation Easement has expressly subordinated such interest to this Conservation Easement by a recorded Subordination Agreement approved by Grantee.

(f) Additional Interests. Grantor shall not grant any additional easements, rights of way or other interests in the Easement Area (other than a security interest that is expressly subordinated to this Conservation Easement) nor shall Grantor grant, transfer, abandon or relinquish (each a "Transfer") any mineral, air or water right or any water associated with the Easement Area without first obtaining the written consent of Grantee. Such consent may be withheld if Grantee determines that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement. This Section 16(f) shall not limit the provisions of Section 2(c) or Section 3(m) nor prohibit transfer of a fee or leasehold interest in the Easement Area that is subject to this Conservation Easement and complies with Section 12. Grantor shall provide a copy of any recorded or unrecorded grant or Transfer document to the Grantee.

(g) Grantee shall record this Conservation Easement in the official records of the County of San Luis Obispo and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement Deed the day and year first above written.

GRANTOR

DLP Ag Partnership, LP, a Limited Partnership

By: *Lynn M Parrish*

Name: *Lynn M Parrish*

Title: *Secretary, General Partner*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)

On February 3, 2015, before me, S. REYNOLDS
a Notary Public, in and for the State of California, personally appeared Lynn
M. FARRISH

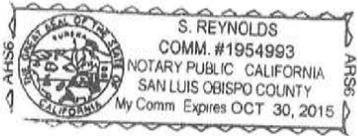
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ ~~are~~ subscribed to the within instrument and acknowledged to me that he ~~she~~ ~~they~~ executed the same in his ~~her~~ ~~their~~ authorized capacity(ies), and that by his ~~her~~ ~~their~~ signature(s) 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 S Reynolds
Signature of Notary Public

[SEAL]



CERTIFICATE OF ACCEPTANCE

This is to certify that the San Luis Obispo County Flood Control and Water Conservation District, Grantee, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Riparian Habitat Conservation Easement Deed dated _____, 2015 from DLP Ag Partnership, LP, a Limited Partnership and consents to the recordation thereof.

In witness whereof, I have hereunto set my hand this ____ day of _____, 2015.

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Chairperson of the Board of Supervisors
San Luis Obispo County Flood Control and
Water Conservation District
State of California

Date: _____

ATTEST:

By: _____
County Clerk and Ex-Officio Clerk of the
Board of Supervisors, San Luis Obispo County
Flood Control and Water Conservation District
State of California

Date: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By:  _____
Deputy County Counsel

Date: 1-9-15

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)

On _____, 20____, before me, _____
a Notary Public, in and for the State of California, personally appeared _____

_____ 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 _____
Signature of Notary Public

[SEAL]

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Exhibit A

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Luis Obispo, State of California, described as follows:

(Certificate of Compliance 2013-061750 - Parcel 1 of COAL 12-0069)

Parcel A of Parcel Map COAL-81-197, in the County of San Luis Obispo, State of California, recorded February 23, 1982 in Book 31, Page 63 of Parcel Maps, together with the following described portion of the northeast quarter of Section 23 Township 26 South, Range 11 East, Mount Diablo Base and Meridian:

Beginning at the northwest corner of said northeast quarter, thence southerly along the west line of said northeast quarter South 01°05'57" East 1467.13 feet to an intersection with the centerline of Adelaida Road, County Road No. 5255; thence southeasterly along said centerline South 46°25'43" East 39.41 feet; thence leaving said centerline North 00°27'58" West 1494.24 feet to an intersection with the north line of said northeast quarter; thence westerly along said north line South 89°46'43" West 44.54 feet to the Point of Beginning.

APN: 026-233-036

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

EXHIBIT "B"

In the County of San Luis Obispo, State of California, portions of Parcel 1 of COAL 12-0069 described in the Certificate of Compliance recorded November 1, 2013 as Document No. 2013061750 of Official Records, in the office of the County Recorder of said County and State, said parcel being shown on the Record of Survey map filed December 9, 2013, in Book 108, Page 1 of Records of Surveys, in the office of said County Recorder, being more particularly described as follows:

PORTION ONE

Commencing at the northwest corner of said Parcel 1, thence southerly along the westerly line thereof South 00°27'58" East 1148.05 feet; thence leaving said westerly line westerly at a right angle to said westerly line South 89°32'02" West 396.08 feet to the TRUE POINT OF BEGINNING; thence along the following courses:

North 44°37'24" West 25.24 feet;

North 47°38'28" West 48.83 feet;

North 47°37'22" West 80.82 feet;

North 51°15'51" East 15.36 feet;

South 43°47'35" East 78.95 feet;

South 52°27'24" East 47.78 feet;

South 38°42'27" East 28.55 feet; and

South 53°25'48" East 11.02 feet to the TRUE POINT OF BEGINNING.

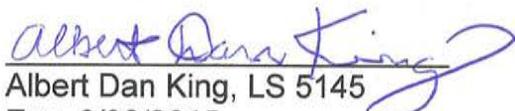
Together with:

PORTION TWO

That portion of said Parcel 1 of COAL 12-0069 described as follows;
Commencing at the northwest corner of said Parcel 1, thence southerly along the westerly line thereof South 00°27'58" East 1025.63 feet; thence leaving said westerly line westerly at a right angle to said westerly line South 89°32'02" West 523.38 feet to the TRUE POINT OF BEGINNING; thence along the following courses:

North 41°18'07" West 27.61 feet;
North 45°34'54" West 19.73 feet;
North 31°19'58" West 63.30 feet;
North 37°39'10" West 76.15 feet;
North 45°56'00" West 51.16 feet;
North 48°06'19" West 91.41 feet;
North 22°52'46" West 93.20 feet;
North 34°31'35" West 105.36 feet;
North 46°25'59" West 77.47 feet;
North 69°49'21" West 115.61 feet;
North 55°44'27" West 104.84 feet;
North 70°03'43" West 93.19 feet;
North 62°32'27" West 76.85 feet;
North 76°21'48" West 66.35 feet;
North 18°52'35" East 33.02 feet;
South 68°47'46" East 67.18 feet;
South 62°31'48" East 79.40 feet;
South 69°02'08" East 91.39 feet;
South 59°38'03" East 106.66 feet;
South 67°22'25" East 113.42 feet;
South 49°42'20" East 89.74 feet;
South 31°50'39" East 112.82 feet;
South 20°19'11" East 87.83 feet;
South 49°56'46" East 86.97 feet;
South 55°40'04" East 50.83 feet;
South 32°43'48" East 85.39 feet;
South 24°47'57" East 60.65 feet;
South 47°21'31" East 19.14 feet;
South 38°44'28" East 28.86 feet; and
South 50°51'49" East 16.13 feet to the TRUE POINT OF BEGINNING.

See Exhibit "C" attached for visual aid only.


Albert Dan King, LS 5145
Exp. 6/30/2015

10-2-2014
Date

EXHIBIT C
DEPICTION OF EASEMENT AREA

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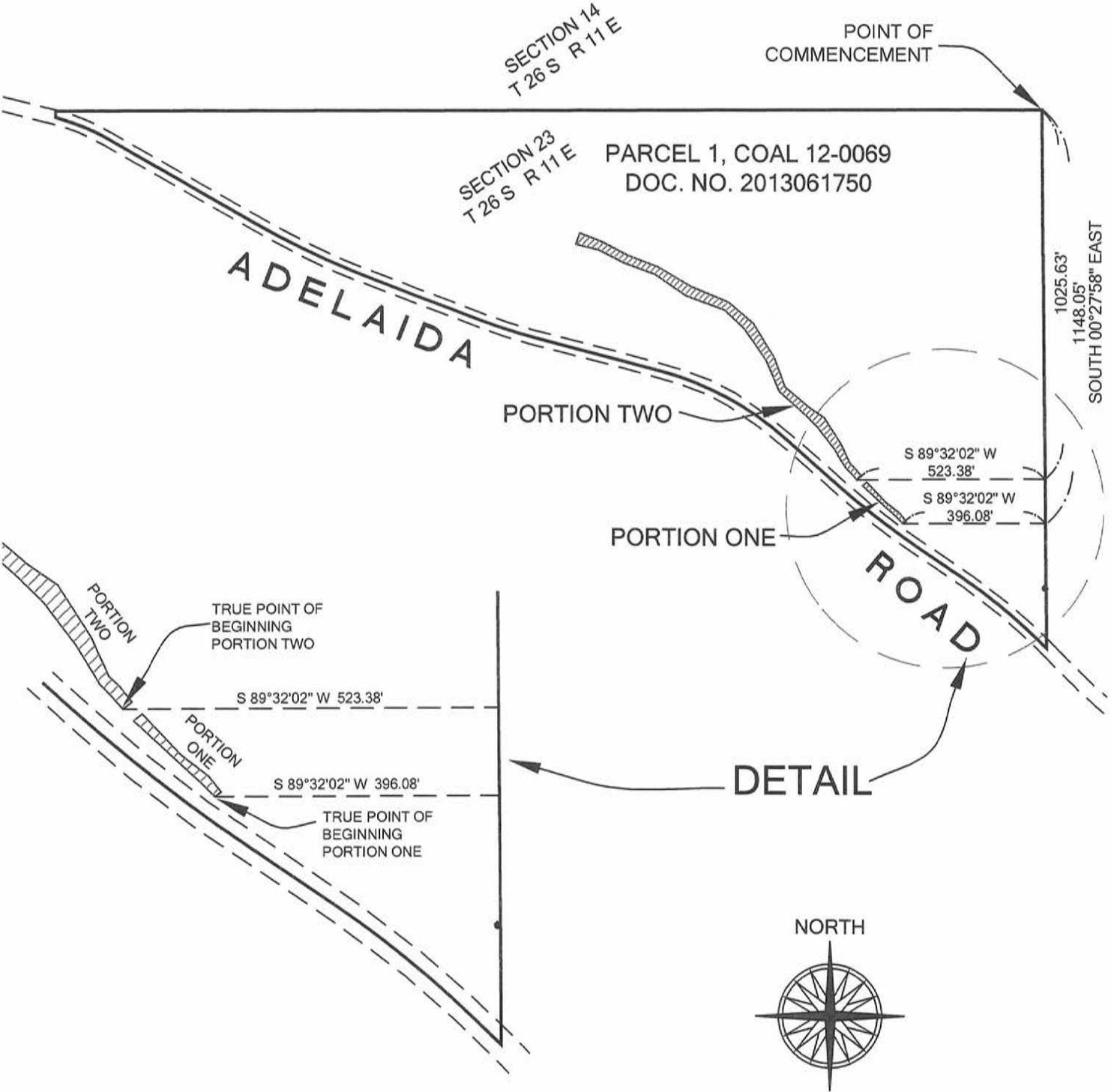


EXHIBIT "C"
DEPICTION OF
EASEMENT AREA

PREPARED FOR: SAN LUIS OBISPO COUNTY
DEPARTMENT OF PUBLIC WORKS
PREPARED BY: DAN KING SURVEYING
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DKS JOB NO. : 14-055 (SLO CO PO#3441)

NOT TO SCALE
DATE OF PLAT: 09/17/2014

EXHIBIT D
RESTORATION PLAN

I. Introduction

The purpose of this Restoration Plan is to briefly describe the project to permanently establish native riparian vegetation to the Easement Area (“Mitigation Project”). This Restoration Plan will generally describe the obligations of each party involved in the Mitigation Project, as well as the baseline and post-planting condition of the Easement Area. The goals of the restoration work are to enhance the seasonal aquatic habitat on site, improve water quality and create additional wildlife habitat. The Property is on the north side of Adelaida Road, approximately 2.4 miles northwest of Nacimiento Lake Drive, west of the City of Paso Robles.

II. Responsibilities

A. Grantee

Grantee intends to fund the Mitigation Project in accordance with a Cooperative Agreement between the Grantee and the RCD whereby the RCD will complete the Restoration Project for a sum not to exceed \$96,225.00. Grantee will review any documentation submitted by the RCD and will pay invoices submitted by the RCD pursuant to the Cooperative Agreement.

B. RCD

The RCD will implement the Mitigation Project pursuant to the Cooperative Agreement and will prepare, without limitation, a Planting Report that describes the restored condition of the Easement Area, discussed in more detail below.

C. Grantor

In addition to performing the obligations, duties and responsibilities otherwise set forth in this Conservation Easement, Grantor will do all of the following:

1. Provide irrigation line to within fifty (50) feet of the Easement Area that the RCD technician can tap into for a temporary irrigation line and water source (used to establish Easement Area plants for up to five (5) years);
2. Permit the RCD to host up to three (3) workshops and/or site tours on the Easement Area; and
3. Purchase and install signage for placement in a high traffic area on the Property indicating a restoration project is underway, and leave the signage up for the five (5) year period during which the RCD will perform maintenance tasks pursuant to the Cooperative Agreement.

Authorized Habitat Management by Grantor. Grantor may engage in the habitat management activities described in the Final Draft Planting Report provided that said management activities are consistent with the purposes of the Conservation Easement and do not result in loss of habitat area, functions or values.

III. Baseline Condition

To prepare for planting a vineyard, the vegetation previously growing on the Property, including within the subject drainage feature, was completely cleared in 2013. Some plants have sprouted from roots that remained intact, and other plants have begun to colonize the Property, however the Property is best described as barren.

IV. Restored Condition

The Mitigation Project will restore native riparian vegetation to the condition to be described in the Final Draft Planting Report described in Section I, item No. 9 of the Cooperative Agreement. Specifically, native plants from container stock, cuttings, and native plant seed appropriate for the site will be cultivated and maintained. In addition, non-native plant species within the vicinity of the drainage feature will be removed and managed to assist in the long-term establishment of native riparian cover and overall enhancement of wildlife habitat. Grantee will provide Grantor with a copy of the Final Draft Planting Report upon its completion and said Final Draft Planting Report is hereby incorporated into this Conservation Easement.