

RECORDING REQUESTED BY:

County of San Luis Obispo

AND WHEN RECORDED MAIL TO:

County Clerk
County of San Luis Obispo
County Government Center
San Luis Obispo, CA 93408

Assessor's Parcel Numbers: Portions of 034-212-005 & 034-212-006

AMENDMENT NO. 2 TO LAND CONSERVATION CONTRACT

THIS AMENDMENT No. 2 is made and entered into this _____ day of _____ 20____, by and between CHICAGO GRADE LANDFILL & RECYCLING, LLC., a California Limited Liability Company, hereinafter referred to as "Owner", and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, on January 3, 1972, the Board of Supervisors duly adopted Resolution No. 72-2 whereby it duly established an agricultural preserve in the County of San Luis Obispo entitled "El Pomar Agricultural Preserve"; and

WHEREAS, on February 13, 1996, the Board of Supervisors duly adopted Resolution No. 96-81 whereby it subsequently altered the boundaries of said preserve to add land; and

WHEREAS, on February 20, 1996, Owner or his predecessor in interest entered into a Land Conservation Contract with the County for a portion of the real property included within said agricultural preserve, which said Land Conservation Contract

(sometimes hereinafter referred to as the "Original Contract") was duly approved by the Board of Supervisors and recorded on February 26, 1996, as Document No. 1996-008729 of the Official Records in the office of the County Recorder of the County of San Luis Obispo; and

WHEREAS, on August 6, 1996, the Board of Supervisors duly adopted Resolution No. 96-279 approving certain amendments to the Original Contract recorded on August 12, 1996, as Document No. 1996-040114 in order to correct an error in the legal description in Exhibit A of the Original Contract, while otherwise continuing the Original Contract in full force and effect.

WHEREAS, Owner desires to further amend the Original Contract with County by amending the legal description as presented in Exhibit B (attached hereto and incorporated by reference herein as though set forth in full) for the purpose of redefining the boundaries under the Original Contract (within a portion of the subject legal parcel) while maintaining the current amount of acreage under contract; and

WHEREAS, Owner has supplied County with a current title company Lot Book Guarantee or Preliminary Title Report listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on the real property to be added to the Original Contract; and

WHEREAS, the Board of Supervisors finds that the property subject to contract may be relocated on the subject legal parcel as described in Exhibit B in this Amendment No. 2, and that such relocation of said real property is consistent with the County's General Plan, the California Land Conservation Act of 1965, and the Rules of Procedure to Implement the California Land Conservation Act of 1965 in San Luis Obispo County.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, the parties hereto do hereby amend the Original Contract as follows:

1. Amend Exhibit A of the Original Contract to effectuate a minor redefinition of the boundaries of the land under contract on a portion of the subject legal parcel more particularly described in Exhibit B to this Amendment No. 2.

2. Except as amended herein, all provisions of the Original Contract as amended shall remain in full force and effect until such time as the term of the contract expires.

3. The trust deed beneficiaries and mortgagees, if any, listed on the current Lot Book Guarantee or Preliminary Title Report referred to above, and whose signatures are affixed hereto, do hereby assent to this Amendment No. 2, and further, do hereby subordinate their respective interests to the contractual restrictions imposed by this Amendment No. 2 and the Original Contract.

4. This amendment sets forth the full and entire understanding of the parties regarding the matter set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any of said matters are hereby superseded or terminated in their entirety.

5. This amendment may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. This amendment replaces and supersedes the legal description in Amendment No. 1 to the Original Contract.

IN WITNESS WHEREOF, the parties hereto have executed this
Amendment No. 2 as of the day and year first above written.

COUNTY OF SAN LUIS OBISPO

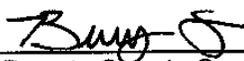
By: _____
Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA NEAL
County Counsel

By: 
Deputy County Counsel

Dated: 1.21.16

ACKNOWLEDGMENT

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)
) ss.
COUNTY OF SAN LUIS OBISPO)

On _____, before me, _____, Deputy County Clerk-Recorder, County of San Luis Obispo, State of California, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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.

TOMMY GONG, County Clerk-Recorder
and Ex-Officio Clerk of the Board of
Supervisors

By: _____
Deputy County Clerk-Recorder

[SEAL]

OWNER:

**CHICAGO GRADE LANDFILL & RECYCLING,
LLC., a California Limited Liability Company**

By: 

**Name: Michael F. Hoover
Title: Manager**

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

Chicago Grade_AGP2012-00014_Ctr.wpd

ACKNOWLEDGMENT

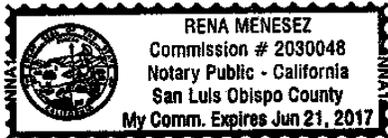
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN LUIS OBISPO)

On December 16, 2015, before me, Rena Menesez,
a Notary Public, in and for the State of California, personally appeared _____
Michael F. Hoover
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 [Handwritten Signature]
Signature of Notary Public

[SEAL]

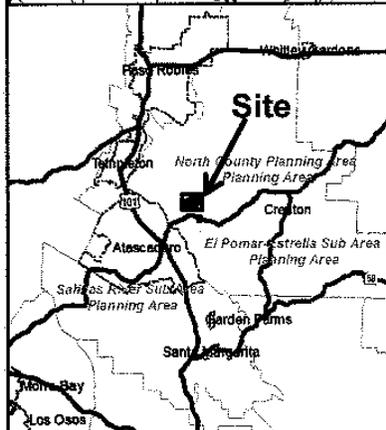
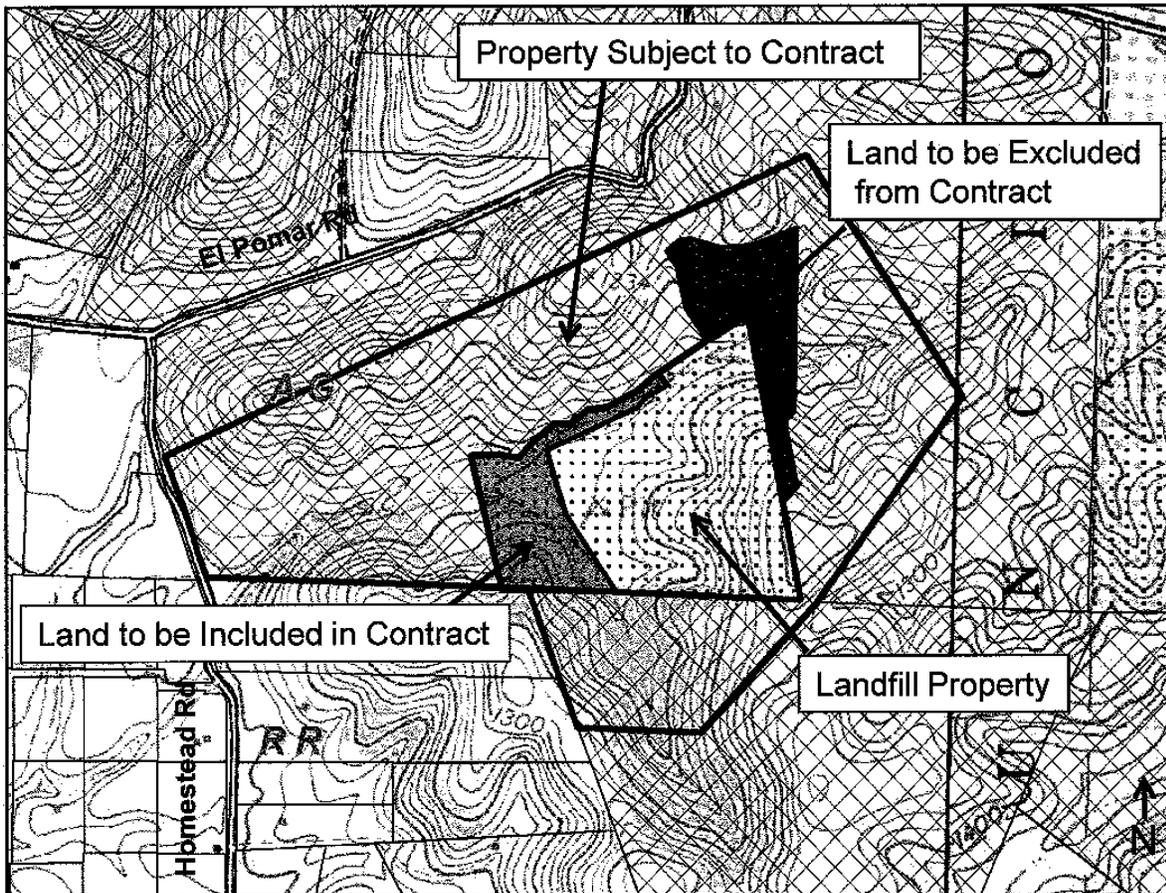


Exhibit A: El Pomar Agricultural Preserve No. 1, Amendment No. 11

-  **Subject Property APN: 034-212-005 & 006 (portion)**
Resolution No. 96-279 - Document No. 1996-040114
-  **Existing Preserve & Contract**
-  **Existing Preserve Only**

EXHIBIT A: Amending a Land Conservation Contract

File No. AGP2015-00001	Chicago Grade Land Fill & Recycling, LLC
Minimum Parcel Size:	160 acres
Minimum Term of Contract:	Remaining term (in Nonrenewal, expires 2/20/2018)

Exhibit "B"

Legal Description of Amended Ag Preserve Area

Parcel 1 of Parcel Map No. CO 94-043 in the County of San Luis Obispo, State of California, according to the map recorded in Book 51, at Page 62 of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM, that portion of Lot 27 according to the map entitled "Map of the Subdivisions of a Part of the Rancho La Asuncion and Adjacent Lands, being a part of the tract of land known as the Eureka Rancho, in the County of San Luis Obispo, State of California, surveyed by R.R. Harris November 1886", said map having been filed in the office of the County Recorder of said County on February 10, 1887, in Book A, at Page 91 of Maps, more particularly described as follows:

Commencing at a point in the Southerly line of said Lot 27, said point bearing South 89°23'02" East, a distance of 1751.20 feet from the Southwest corner of said Lot;

Thence along said southerly line South 89°23'02" East, a distance of 135.20 feet;

Thence along said southerly line as shown on said Parcel Map, South 89°19'20" East, a distance of 469.99 feet to the true **Point of Beginning**;

Thence through the following courses:

Thence North 28°32'21" West, a distance of 201.11 feet;

Thence North 33°24'21" West, a distance of 310.08 feet;

Thence North 17°19'11" West, a distance of 221.21 feet;

Thence North 10°49'39" West, a distance of 163.19 feet;

Thence North 68°26'52" East, a distance of 95.63 feet;

Thence North 64°52'52" East, a distance of 167.60 feet;

Thence North 64°45'31" East, a distance of 142.24 feet;

Thence North 64°22'24" East, a distance of 160.63 feet;

Thence North 38°28'00" East, a distance of 37.63 feet;

Thence North 54°35'17" East, a distance of 33.48 feet;

Thence North 56°24'53" East, a distance of 130.48 feet;

Attachment C2

Thence North 39°16'13" West, a distance of 82.06 feet;
Thence North 50°17'08" East, a distance of 59.27 feet;
Thence North 55°17'00" East, a distance of 372.55 feet
Thence North 34°29'53" West, a distance of 250.51 feet;
Thence North 11°07'29" West, a distance of 38.30 feet;
Thence North 10°26'16" West, a distance of 194.26 feet;
Thence North 34°37'25" West, a distance of 104.00 feet;
Thence North 55°22'35" East, a distance of 63.44 feet;
Thence North 68°56'36" East, a distance of 69.60 feet;
Thence South 72°13'09" East, a distance of 53.72 feet;
Thence South 73°44'23" East, a distance of 0.69 feet;
Thence South 75°15'38" East, a distance of 115.45 feet;
Thence South 82°14'03" East, a distance of 3.16 feet;
Thence South 89°12'28" East, a distance of 57.86 feet;
Thence South 89°12'28" East, a distance of 121.72 feet;
Thence North 84°38'01" East, a distance of 2.79 feet;
Thence North 72°19'01" East, a distance of 2.79 feet;
Thence North 66°09'31" East, a distance of 272.32 feet;
Thence South 23°50'29" East, a distance of 2.00 feet;
Thence South 00°53'29" West, a distance of 1038.02 feet;
Thence South 43°52'41" West, a distance of 6.45 feet;
Thence South 43°36'14" West, a distance of 26.14 feet;
Thence South 36°39'12" West, a distance of 21.26 feet;
Thence South 27°57'33" West, a distance of 12.71 feet;

Attachment C2

Thence South 10°44'43" West, a distance of 17.28 feet;
Thence South 02°11'12" West, a distance of 13.37 feet;
Thence South 02°16'43" East, a distance of 11.74 feet;
Thence South 03°38'37" West, a distance of 8.49 feet;
Thence South 10°50'18" East, a distance of 21.64 feet;
Thence South 12°46'54" East, a distance of 7.20 feet;
Thence South 12°37'46" East, a distance of 17.28 feet;
Thence South 11°51'55" East, a distance of 21.01 feet;
Thence South 12°54'10" East, a distance of 19.22 feet;
Thence South 13°26'01" East, a distance of 19.03 feet;
Thence South 13°48'20" East, a distance of 21.38 feet;
Thence South 12°54'26" East, a distance of 21.69 feet;
Thence South 10°47'26" East, a distance of 18.87 feet;
Thence South 11°24'39" East, a distance of 67.06 feet;
Thence South 11°24'39" East, a distance of 63.79 feet;
Thence South 52°50'47" East, a distance of 15.51 feet;
Thence South 01°26'58" East, a distance of 29.11 feet;
Thence South 47°49'30" West, a distance of 56.84 feet;
Thence South 54°43'46" West, a distance of 30.08 feet;
Thence South 70°12'07" West, a distance of 13.99 feet;
Thence South 11°53'23" East, a distance of 616.26 feet more or less to the intersection with the Southerly line of said Lot 27;
Thence along said southerly line North 89°19'20" West, a distance of 1146.26 feet to the **Point of Beginning**.
Containing 45.4 acres, more or less.

ALSO EXCEPTING THEREFROM an undivided one half interest in all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, together with all easements and right necessary or convenient for the production, storage and transportation thereof and the exploration and test of the said real property and also the right to drill for, produce and use water from said real property in connection with its drilling or mining operation thereon. The interest herein reserved, saved and excepted shall be free and clear of all cost for exploration, drilling and marketing of any and all oil, gas and other hydrocarbons and minerals by reason of any exploration or drilling for such oil, gas and other hydrocarbons and minerals or the marketing of any such oil, gas and other hydrocarbons and minerals saved or produced by grantee, his heirs,, personal representative, successors, lessors or assigns, and shall further be free of any other expenses in connection therewith without the grantor's prior written consent in any such exploration, drilling or marketing as reserved by Bank of America National Trust and Savings Association, in deed recorded March 9, 1942 in Book 315, Page 303 of Official Records.

The above legal description is an amended configuration resulting in an equal area exchange update to the previous description contained in the document titled Amendment No. 1 to the Land Conservation Contract pursuant to the California Land Conservation Act of 1965, and recorded August 12, 1996 as Document No. 1996-040114, records of said County.


Bryce Dilger #L-7571 (Exp. 12/31/15)

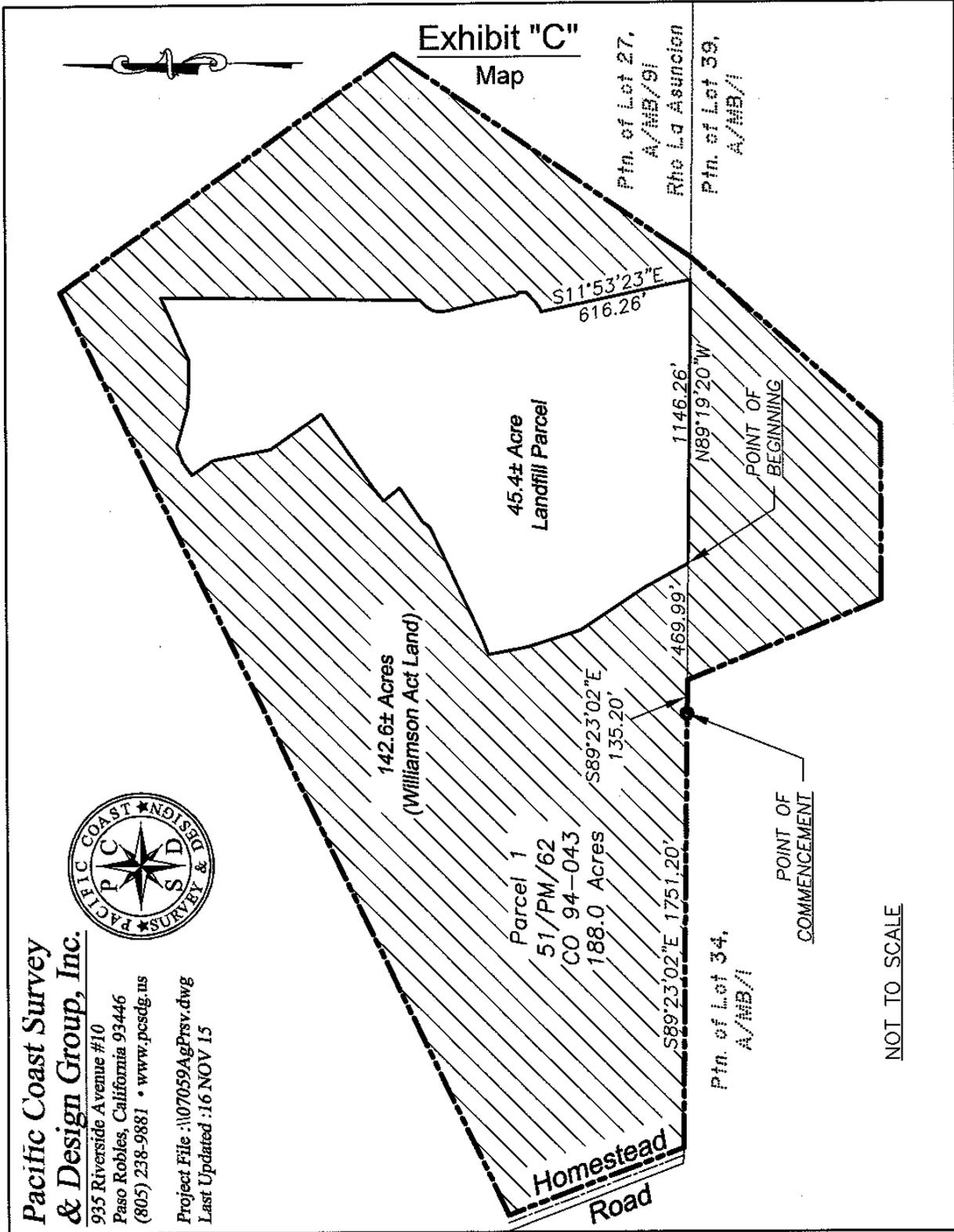
11/16/2015
Date



Compiled on July 2, 2015 by:

Pacific Coast Survey & Design Group, Inc.
935 Riverside Avenue #10, Paso Robles, CA 93446
(805) 238-9881 • (805) 238-9882 Fax • www.pcsdg.us

Project #07-059
File : \\07059_Adj_ExA.docx
Last Revision: 9/2/15



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

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 recorded June 12, 2015, as Document No. 2015-028677, of the Official Records in the office of the County Recorder of the County of San Luis Obispo, State of California, hereby consents to the Land Conservation Contract entered into between CHICAGO GRADE LANDFILL & RECYCLING, LLC., a California Limited Liability Company, 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 Land Conservation Contract.

SIGNED AND EXECUTED this 1 day of DEC, 2015.

BENEFICIARIES

Craig Palonen
CRAIG PALONEN, CO-TRUSTEE OF THE
PALONEN FAMILY 2001 REVOCABLE
TRUST DATED MAY 25, 2001

Marjorie Palonen
MARJORIE PALONEN, CO-TRUSTEE OF
THE PALONEN FAMILY 2001 REVOCABLE
TRUST DATED MAY 25, 2001

William J. Underwood, Jr.
WILLIAM J. UNDERWOOD, JR.

Acknowledgment
Attached to 1 page(s)
Date 12-4-2015 *ES*

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

ACKNOWLEDGMENT

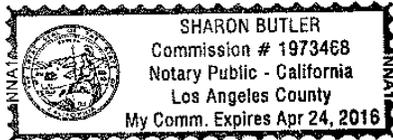
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
Los Angeles) ss.
COUNTY OF ~~SAN LUIS OBISPO~~)

On 4th December, 2015, before me, Sharon Butler,
a Notary Public, in and for the State of California, personally appeared William J. Underwood, Jr.
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 Sharon Butler
Signature of Notary Public

§

[SEAL]