

LAND CONSERVATION CONTRACT

THIS LAND CONSERVATION CONTRACT is made and entered into this ___ day of _____, 20___, by and between THE GEORGE AND ELEANOR GARCIA FAMILY TRUST DATED NOVEMBER 22, 2000-SURVIVOR'S TRUST and THE GEORGE AND ELEANOR GARCIA FAMILY TRUST DATED NOVEMBER 22, 2000-BYPASS TRUST, hereinafter collectively 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, Owner possesses certain real property situated in the County of San Luis Obispo, State of California, hereinafter described as "the subject property", and more particularly described in Exhibit A attached hereto and incorporated by reference herein as though set forth in full; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto, and is located within an agricultural preserve heretofore established by the County; and

WHEREAS, both Owner and County desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open-space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this contract is deemed to be a determination that the highest and best use of the subject property during the term of this contract, or any renewal thereof, is for agricultural uses and Owner agrees that agricultural zoning is the appropriate zoning for said premises; and

WHEREAS, Owner has supplied County with a 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 subject property; and

WHEREAS, both Owner and County intend that the terms, conditions and restrictions of this contract are substantially similar to the terms, conditions, and restrictions of contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422; and

WHEREAS, it is the intent of County and Owner that the continued existence of this contract is made dependent upon the continued recognition of the restrictions on the use of Owner's land for property tax valuations.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. This contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Government Code Sections 51200 et seq.) and is subject to all of the provisions thereof, including any amendments thereto which may be enacted from time to time, which are incorporated by reference herein as though set forth in full. This contract is further made and entered into pursuant to Revenue and Taxation Code

Section 422, including any amendments thereto which may be enacted from time to time, which are incorporated by reference herein as though set forth in full.

2. During the term of this contract, the subject property shall not be used for any purpose other than "agricultural or compatible uses" as defined in this paragraph. "Agricultural or compatible uses" as used in this contract are described in the County's Rules of Procedure to Implement the California Land Conservation Act of 1965. Table 2 of the Rules of Procedure provides a list of all land uses which are defined in the Land Use Element for the Inland Portion and Coastal Zone of the County and denotes whether these uses are allowable, conditional per Table 2 footnotes, or prohibited. "Agricultural or compatible uses" are subject to all applicable standards in and requirements of the Land Use Element and the Land Use Ordinance/Coastal Zone Land Use Ordinance for the Agriculture land use category. If the subject property is not already in the Agriculture land use category, the County will initiate a general plan amendment to change the land use category to Agriculture within one year after the agricultural preserve is established.

The parties further recognize that the Land Use Element, Land Use Ordinance/Coastal Zone Land Use Ordinance, and Rules of Procedure to Implement the California Land Conservation Act of 1965 may be amended in accordance with State law and the County Code. The parties further recognize that the uses allowed pursuant to this contract may be expanded or restricted from time to time by reason of such amendments. The subject property is currently designated by the Land Use Element and Land Use Ordinance/Coastal Zone Land Use Ordinance as Agriculture.

3. This contract shall be effective as of the day and year first above written and shall remain in effect for the period of 10 years there from; provided, however, that

beginning with the first day of January of the year in which the contract will have an unexpired term of nine years, and on each first day of January thereafter, a year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in Government Code Section 51245 and the County's Rules of Procedure to Implement the California Land Conservation Act of 1965, subject to the filing deadlines stated therein. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal option of this paragraph.

4. This contract may not be canceled except pursuant to a request by Owner, and as provided in Article 5 of the California Land Conservation Act of 1965 as that Act may be amended from time to time. Provided, however, no such cancellation shall occur until notice and public hearing thereon is conducted in the manner provided by Government Code Sections 51284 and 51285, as those sections may be amended from time to time.

5. Owner, upon request of County, shall provide County with information relating to Owner's obligations under this contract.

6. Any conveyance, contract or authorization (whether oral or written) by Owner or his successors in interest which would permit use of the above-described premises contrary to the terms of the contract may be declared void by the County Board of Supervisors; such declaration or the provisions of this contract may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. These remedies are non-exclusive and County may take any other action legally available to enforce the terms of this contract.

7. The within contract shall run with the land described herein and shall be binding upon the heirs, successors, and assigns of the parties hereto.

8. The minimum lot size for the purposes of this contract shall be 320 acres. Any act by Owner which results in creation of a parcel or parcels of land, within the above-described premises, smaller than the minimum lot size prescribed in this paragraph for said premises shall constitute a violation of this contract and shall be subject to all the provisions of paragraph 6 hereof.

9. Any transfer by Owner of any portion of the property which is the subject of this contract shall be a violation of this contract, if the portion transferred is smaller in size than the minimum lot size prescribed in the provisions of paragraph 8 above. Such a violation shall be subject to all of the provisions of paragraph 6 hereof. Provided, however, if the subject property is smaller in size than the minimum lot size prescribed in the provisions of paragraph 8 above, the subject property may be transferred in its entirety. Provided further, however, if the subject property is located in whole or in part within one mile of an urban reserve line or adjacent to a village reserve line as designated by the Land Use Element, an existing parcel or a group of contiguous existing parcels may be transferred if the property transferred and the property retained each satisfies the minimum acreage required to qualify according to Table 1 of the Rules of Procedure.

10. The trust deed beneficiaries and mortgagees, if any, listed on the lot book guarantee or preliminary title report referred to above, and whose signatures are affixed hereto, do hereby assent to this contract, and, further, do hereby subordinate their respective interests to the contractual restrictions imposed by this contract, specifically

to the agricultural and compatible uses and minimum lot sizes imposed on the subject property by reason of this contract.

11. This contract 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.

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

COUNTY OF SAN LUIS OBISPO

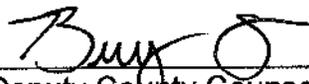
By: _____
Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

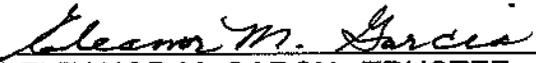
RITA L. NEAL
County Counsel

By: 
Deputy County Counsel

Dated: 4.14.16

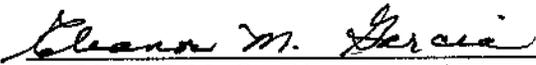
OWNER

THE GEORGE AND ELEANOR GARCIA
FAMILY TRUST DATED NOVEMBER 22,
2000-SURVIVOR'S TRUST



ELEANOR M. GARCIA, TRUSTEE

THE GEORGE AND ELEANOR GARCIA
FAMILY TRUST DATED NOVEMBER 22,
2000-BYPASS TRUST



ELEANOR M. GARCIA, TRUSTEE

[NOTE: This contract will be recorded. All signatures to this contract must be acknowledged by a notary on an all purpose acknowledgement form.]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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)

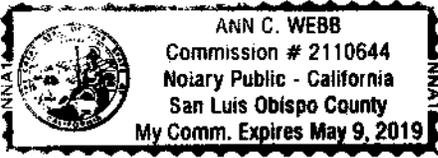
On MARCH 18, 2016 before me, ANN C. WEBB, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared ELEANOR M. GARCIA
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
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County of SAN LUIS OBISPO)

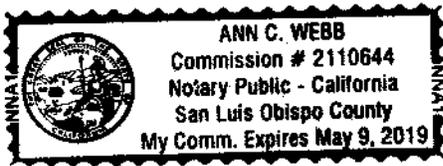
On MARCH 19, 2016 before me, ANN C. WEBB, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared ELEANOR M. GARCIA
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

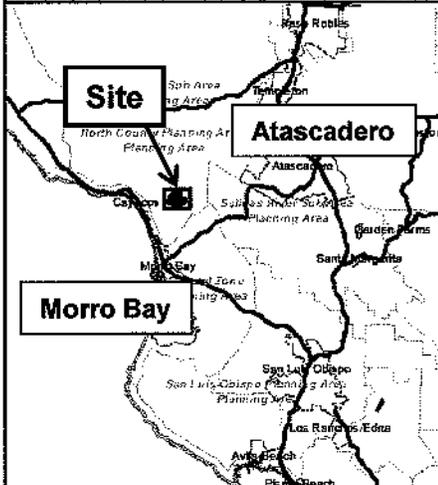
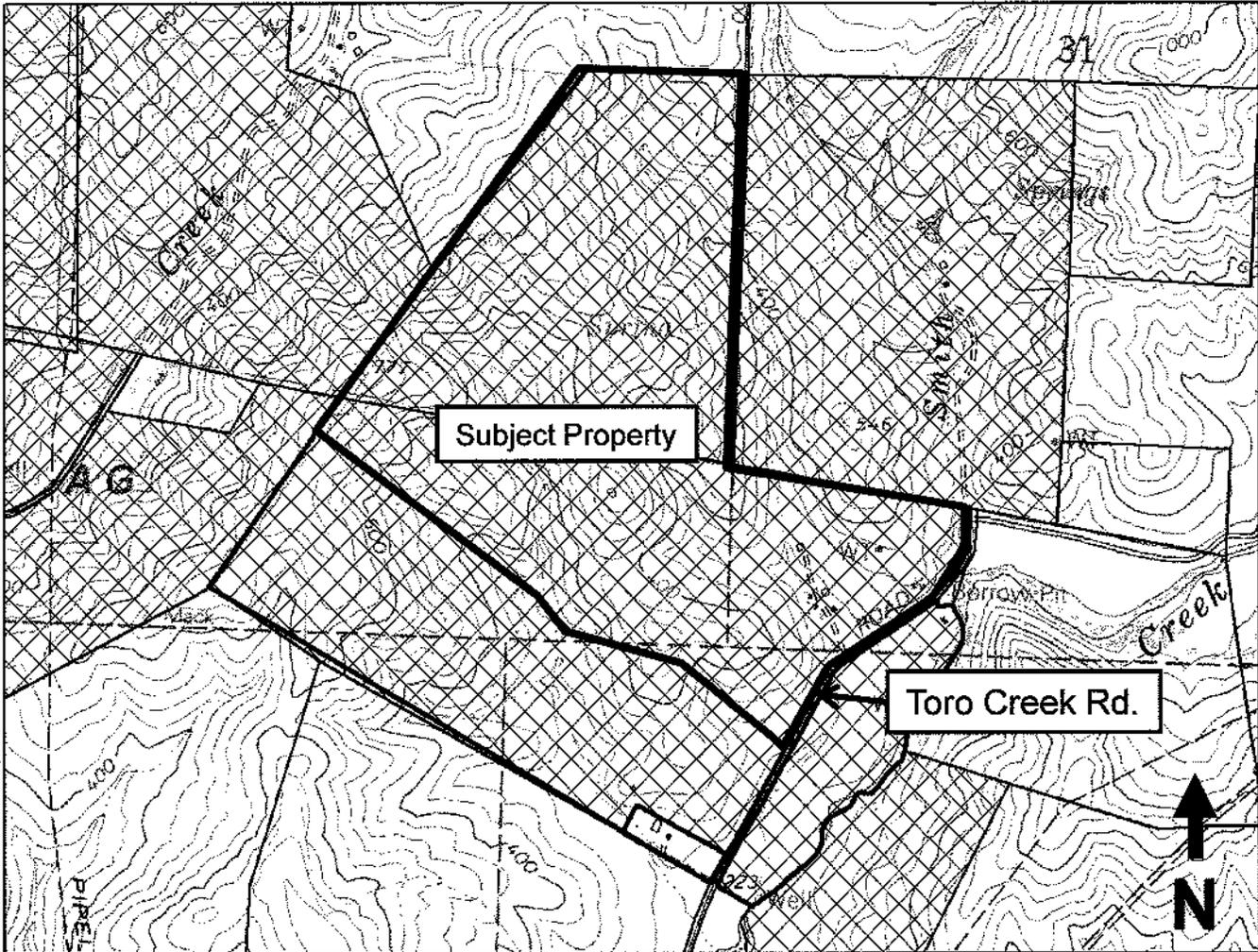


Exhibit A: Cayucos Agricultural Preserve No. 22, Amendment No. 1

-  Land in Existing Preserve & Contract
-  Subject Property APNs: 046-201-009 & 073-092-048 (ptn.)

Amending Cayucos Agricultural Preserve No. 22 (Reso. No. 78-133) Land Conservation Contract (Resolution No. 78-146) recorded on 2/28/78 as Document No. 9246, Book 2051, Page 1 - Page 20.

EXHIBIT A: Amending an Agricultural Preserve to alter the boundaries to reflect a lot line adjustment. (Range Land Preserve)

File No. AGP2014-00009	George and Eleanor Garcia Family Trust
Minimum Parcel Size:	320 Acres
Minimum Term of Contract:	10 years
Resolution No:	Date:

EXHIBIT B

Legal Description

Parcel 2

Being all the lands described in Document #1991-70040 as filed in the Office of County Clerk/Recorder, County of San Luis Obispo, State of California, excepting therefrom that portion described as follows:

Commencing at the common corner with Lots 35, 36, and P.G. McKinley holding as the same are shown upon a "Map of the Subdivisions of Rancho Moro Y Cayucos, San Luis Obispo County, California recorded in 1870 on Page 160 of Map Book "A," in said Office of County Clerk/Recorder, said common corner being the same as that described as witnessed by a 2"x2" stake in the grant deed to George F. Garcia and Eleanor M. Garcia filed in Book 1187 at page 497 of Official Records as file on April 30, 1962 in said Office of County Clerk Recorder, thence leaving said common corner along the line coincident to Lots 35 and 36 of said Map, North 63°00'00" West, 336.36 feet more or less to a point of intersection with the westerly right of way of County Road No. 4001, said intersection point being the same as that described as witnessed by a 8"x10" post lying in the line of fence between said Lots 35 and 36 at its intersection with the westerly right of way line of said County Road in said grant deed to George F. Garcia and Eleanor M. Garcia, said point being the True Point of Beginning; thence leaving said point along said westerly right of way, North 28°06'00" East, 250.00 feet to a point, said point being the same as that described as witnessed by a ¾" pipe in said grant deed to George F. Garcia and Eleanor M. Garcia; thence continuing along said westerly right of way North 28°06'00" East, 717.68 feet to a point; thence leaving said point on said westerly right of way, North 61°54'00" West, 798.43 feet; thence North 68°17'38" West, 345.74 feet; thence North 46°25'31" West, 1,287.30 feet; thence North 7°38'51" West, 182.52 feet; thence North 42°30'45" West, 632.84 feet, thence North 53°24'50" West, 1,291.47 feet more or less to the most northerly corner of said Lot 35, said corner being common with the most easterly corner of Lot 43 of said Map; thence leaving said corner along the line coincident to said Lots 35 and 43, South 33°00'00" West, 1,826.86 feet more or less to the common corner with said Lots 35 and 43, and Lot 37 of said Map; thence leaving said common corner along the line coincident with said Lots 35 and 37, South 58°00'00" East, 1,009.80 feet more or less to the common corner with said Lots 35, 37, and 36; thence leaving said common corner along the line coincident with said Lots 35 and 36, South 63°00'00" East, 2,728.22 feet more or less to a point, said point being the same as that described as witnessed by a pipe in the fence between said Lots 35 and 36 in said

grant deed to George F. Garcia and Eleanor M. Garcia; thence leaving said point along said coincident line South 63°00'00" East, 784.08 feet to the True Point of Beginning.

DENNIS SCHMIDT

Dennis Schmidt, PLS 8408

10 February 2016

Dated



EXHIBIT C

Map

