Recording requested by:
Public Works Department
County of San Luis Obispo
County Government Center, Room 207
San Luis Obispo, CA 93408

When recorded, return to:
County Clerk
County of San Luis Obispo
1055 Monterey Street, Room D120
San Luis Obispo, CA 93408

APN: 062-118-002

No recording fee per Government Code § 6103
No Documentary Transfer Tax per Revenue and Taxation Code § 11922

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Pismo-Oceano Vegetable Exchange, a California corporation, hereinafter collectively referred to as "Grantor," as owner of that certain "Larger Parcel" more specifically described in the attached Exhibit "A" incorporated herein by reference, do(es) hereby grant to The COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, its successors and assigns, hereinafter collectively referred to as "County":

A Permanent Easement in gross to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, replace, repair and maintain County Facilities; consisting of an underground storm drainage pipeline, and related facilities, in the Permanent Easement Area described herein. These related facilities may include but are not limited to markers, air valves, manholes, buried communication devices, buried electrical conduits and devices, and all related incidents, fixtures, and appurtenances.

This Permanent Easement shall be in, over, on, through, within, under, along and across the easement area described in Exhibit B, attached hereto and incorporated by reference herein (herein the "Permanent Easement Area").

The Permanent Easement described herein shall be subject to the following terms and conditions:

1. The facilities installed in the Permanent Easement Area collectively are referred to herein as "County Facilities." Plans for County Facilities as they exist from time to time shall be maintained at the County's principal offices.

2. County shall have the right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Permanent Easement Area at any time, including the right to use lanes, drives, rights-of-way, and roadways within the Larger Parcel which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of

exercising the rights herein set forth; provided, however, that nothing herein shall prevent or limit Grantor's rights to close such roadways, lanes, or rights-of-way, and to provide County with comparable alternative access to the Permanent Easement Area, as deemed reasonable by the County. The County shall be responsible for repairing any damages to any lanes, drives, rights-of-way, and roadways within the Larger Parcel caused by County's use thereof.

3. Grantor shall not conduct, or permit others to conduct, any activities within or proximate to the Permanent Easement Area which damage County Facilities, including but not limited to digging, drilling, excavating, earthmoving, grading operations, ripping, stockpiling, or using (or permitting others to use) explosives. Grantor shall not store, or permit others to store, any explosives within or proximate to the Permanent Easement Area.

4. As the amount of earth or other fill over the County's Facilities can affect the structural integrity of these underground facilities, County shall have the right to maintain the height of earth or other fill over County's underground facilities. Grantor shall not temporarily or permanently modify, or allow others to in any way modify, the ground surface elevation in the Permanent Easement Area more than one foot from the elevation established upon completion of construction of the County's Facilities without the County's written consent, which consent shall not be withheld unreasonably.

5. This Permanent Easement is subject to all existing fencing, canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date this easement is granted, and all future uses which do not directly or indirectly impede, obstruct, interfere, or conflict with the County's exercise of the rights described herein. Grantor may use the surface of the Permanent Easement Area for all purposes which do not endanger the integrity of County Facilities; provided, however, that Grantor shall not install, plant, or construct, nor permit others to install, plant or construct: buildings, structures, roofs, walls, and other facilities of a permanent nature; trees; vineyards; and any earth cover or stockpile of material without the County's written consent.

6. County shall have the right of exclusive use and possession in, over, on, through, within, under, and across that portion of the Permanent Easement Area encompassed by the outside surface of the County Facilities, plus a distance of two (2) feet in every direction around the outside surface of the County Facilities.

This Easement Deed may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

The consideration acknowledged above constitutes the entire consideration for this Easement Deed and shall relieve the County of all further obligation or claims relating to any uses, activities, improvements or work within the scope of this Easement Deed.

The provisions hereof shall inure to the benefit of the County, its successors and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto, and all covenants shall apply to and run with the above-described real property.

GRANTOR: Pismo-Oceano Vegetable Exchange, a California corporation

By: _____
Name: DANIEL SUTTON
Title: GENERAL MANAGER

Dated: May 23, 2016

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)

NOTARY ACKNOWLEDGMENT

On May 23, 2016 before me, Phil Acosta, Notary Public,
(insert name and title of the officer)

personally appeared Daniel Sutton,
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.

PHIL ACOSTA
COMM. # 2033883
NOTARY PUBLIC - CALIFORNIA
SAN LUIS OBISPO COUNTY
MY COMM. EXP. AUG. 15, 2017

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, grantee herein, hereby accepts for public purposes the real property, or interests therein, described in the foregoing Easement Deed dated _____, 20__, from Pismo-Oceano Vegetable Exchange, a California corporation, Grantor therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ___ day of _____, 20__.

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors

ATTEST:
Tommy Gong County Clerk-Recorder
County of San Luis Obispo

_____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:
RITA L. NEAL
County Counsel

By: _____ Dated: 2/10/, 2016
Deputy County Counsel
G:Right of Way\PWA\z Oceano Drainage\POVE Easement Deed

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 _____)
On _____ before me, _____, Notary Public, personally appeared
(insert name and title of the officer)
_____, 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 _____ (Seal)

EXHIBIT "A"

PARCEL 2 OF PARCEL MAP NO. CO-93-093, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AS PER MAP FILED IN BOOK 51, PAGES 80 ~~THROUGH~~ _____, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

REC:am968
RELA 3485 (V-67/S-6 PORTION OF NO. 3)
December 1, 1995

EXHIBIT B

STORM DRAIN EASEMENT

Legal Description

A portion of Parcel 2 of Parcel Map CO 93-093 in the County of San Luis Obispo, State of California, according to the that map filed in Book 51, at Page 80 of Parcel Maps in the office of the Recorder for said County, more particular described as follows:

Commencing at the most westerly corner of Parcel 1 of said Parcel Map CO 93-093;

Thence, along the southwesterly line of said Parcel 1, South 47° 17′ 26″ East, 704.64 feet to a point on the southwesterly line of that parcel of land conveyed to PHLAN & TAYLOR PRODUCE COMPANY by Quitclaim Deed recorded December 16th, 2005, filed as Document No. 2005-105243 of Official Records in the office of the Recorder for said County;

Thence, leaving the southwesterly line of said parcel of land conveyed to PHLAN & TAYLOR PRODUCE COMPANY, and across the lands of the Southern Pacific Transportation Company designated "Not A Part" on said Parcel Map CO 93-093, South 31° 55′ 16″ West, 101.80 feet to the northeasterly line of Parcel 2 of said Parcel Map as conveyed to Pismo-Oceano Vegetable Company by Corporation Grant Deed recorded December 21st, 1995, filed as Document No. 1995-059052 of Official Records in the office of the Recorder for said County, and the **TRUE POINT of BEGINNING**;

Thence, along the northeasterly boundary of said Parcel 2, South 47° 17′ 26″ East, 20.36 feet;

Thence, leaving the northeasterly boundary of said Parcel 2, South 31° 55′ 16″ West, 22.42 feet;

Thence, South 50° 06′ 50″ West, 78.63 feet to the southwesterly boundary of said Parcel 2;

Thence, along the southwesterly boundary of said Parcel 2, North 47° 17′ 26″ West, 20.17 feet;

Thence, leaving the southwesterly line of said Parcel 2, North 50° 06′ 50″ East, 78.03 feet;

Thence, North 31° 55′ 16″ East, 23.03 feet to the point of beginning;

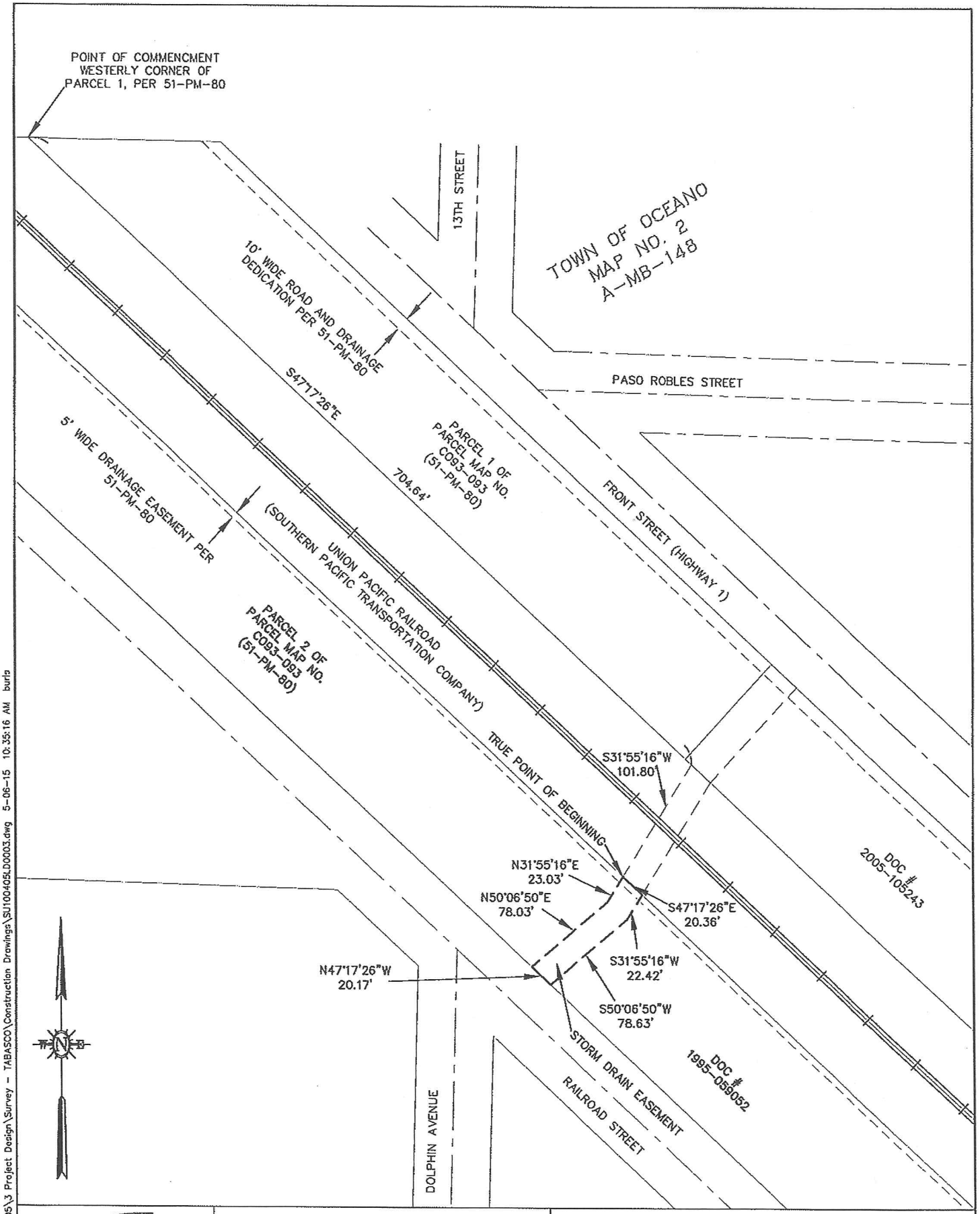
Said portion of Parcel 2 contains 2,021.10 square feet.

End Description

LICENSED LAND SURVEYOR
DANIEL S. HUTCHINSON
NO. 5139
STATE OF CALIFORNIA

Prepared by: _____
Dan Hutchinson, LS 5139

Date: MAY 6TH 2015



Cannon

0 100 200

1 INCH = 100 FEET

EXHIBIT B – STORM DRAIN EASEMENT
A PORTION OF PARCEL 2 OF CO 93-093
TOWN OF OCEANO, COUNTY OF SAN LUIS OBISPO, CALIFORNIA

DRAWN BY	CHECKED BY	SCALE	DATE
BVS	DSH	1" = 100'	05/30/14

F:\proj\2010\100405\3 Project Design\Survey – TABASCO\Construction Drawings\SU100405LD0003.dwg 5-06-15 10:35:16 AM burts