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Russell S. Read
2450 Main St., Suite F
Cambria, CA 93428

SLO-132858 LI

Space above this line reserved for Recorder's use

Easement Agreement

APN: **013-151-043**

APN: **013-081-058 & 059**

This Easement Agreement (this "**Agreement**") is dated for reference purposes as of July 22, 2003, and is entered into by and among **James Bahringer** and **Janet Bahringer** (jointly and severally, the "**Bahringers**"), and **Joyce Williams**, Trustee under agreement dated December 9, 1988, **Rick Tersini** and **Kerri Tersini**, as Co-Trustees of the Tersini 1990 Living Trust, and **Kathy Lynn Thomsen**, acting in her individual capacity (jointly and severally, the "**Trust Group**").

Recitals

- A. The Bahringers are the owner of that certain real property located near the village of Cambria, County of San Luis Obispo, State of California, which is more particularly described in **Exhibit A** hereto, and which is sometimes hereinafter referred to as the "**Bahringer Parcel**".
- B. The Trust Group are the owners of two legal parcels of real property located adjacent to the Bahringer Parcel, near the Village of Cambria, County of San Luis Obispo, State of California, which are more particularly described in **Exhibit B** hereto, and which are sometimes hereinafter referred to collectively as the "**Trust Group Parcels**".
- C. The Bahringer Parcel and the Trust Groups Parcels are sometimes hereinafter referred to individually as a "**Parcel**" and/or collectively as the "**Parcels**". The Bahringers and the Trust Group, along with their respective successors and assigns from time to time as owners of the Parcels, are sometimes hereinafter referred to individually as an "**Owner**" and/or collectively as the "**Owners**".
- D. The Owners have previously entered into an Easement and Maintenance Agreement on or about March 23, 1999, and recorded with the San Luis Obispo County

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recorder on March 26, 1999 as document #1999-021936 (the "**Original Easement Agreement**") pursuant to which (in pertinent part) the Bahrings granted the Trust Group an easement over the Bahringer Parcel for the benefit of and appurtenant to the Trust Group Parcels, and acknowledged the right of the Trust Group to continue to use an existing agricultural road located on the Bahringer Parcel for ingress and egress to the Trust Group Parcels (the "**Road Easement**").

- E. The Owners have previously entered into an amendment to the Original Easement Agreement on or about June 2, 1999, and recorded with the San Luis Obispo County recorder on June 23, 1999 as document #1999-053904 (the "**First Amended Easement Agreement**") which (in pertinent part) established a new location for an easement over the Bahringer Parcel but did not affect the rights of the Trust Group with respect to the Road Easement.
- F. The Owners have previously entered into an Easement and Maintenance Agreement on or about June 2, 1999, and recorded with the San Luis Obispo County recorder on July 23, 1999 as document #1999-053903 (the "**Bahringer Easement Agreement**") pursuant to which (in pertinent part) the Trust Group granted Bahrings an easement over the a portion of the Trust Group Parcels for the benefit of and appurtenant to the Bahringer's Parcel.

Under the terms and conditions herein, the Owners wish to amend and replace in their entirety the terms of the Original Easement Agreement, the First Amended Easement Agreement and the Bahringer Easement Agreement, replacing all of the rights granted thereunder, and under any amendments thereto, with the easement rights which are created hereunder, and also to create certain easement rights affecting a portion of the Trust Group Parcels, in favor of the Owners of the Bahringer Parcel. Notwithstanding anything to the contrary herein, the Trust Group's right, title and interest to use Road Easement shall not be terminate, diminished or replaced by this Agreement, but shall be governed by those additional rights and conditions stated in paragraph 3 herein.

NOW, THEREFORE, the Owners agree as follows:

1. **Creation of Easements.** The Owners hereby agree that the following easements are created under the terms of this Agreement, in place of any and all easement rights which existed under the Original Easement Agreement, and any amendments thereto:

(a) **Bahringer Parcel Easement.** The Bahrings hereby grant to the Trust Group, and the Trust Group hereby accepts, a perpetual, non-exclusive easement (the "**Bahringer Parcel Easement**") across that portion of the Bahringer Parcel which is more particularly described in **Exhibit C** hereto (the "**Bahringer Parcel Easement Area**") for (i) pedestrian and vehicular access to and from the Trust Group Parcels, including construction and maintenance of a private road which may be improved with an all-weather surface including, without limitation, asphalt and for (ii) installation and maintenance of underground utilities including, without limitation, water, sewer, gas, electricity, telephone, cable television and internet access, subject to all of the terms and conditions set out in this Agreement. The Bahringer Parcel Easement Area is also depicted on the

diagram which is attached hereto as **Exhibit D**, but in the event of any discrepancy between the Bahringer Parcel Easement Area as so depicted and the Easement Area as more particularly described in **Exhibit C** hereto, the legal description in **Exhibit C** hereto shall control.

(b) **Trust Group Parcels Easement.** The Trust Group hereby grants to the Bahringers, and the Bahringers hereby accept, a perpetual, non-exclusive easement (the “**Trust Group Parcels Easement**”) across that portion of the Trust Group Parcels which is more particularly described in **Exhibit E** hereto (the “**Trust Group Parcels Easement Area**”) for pedestrian and vehicular access to and from the Bahringer Parcel, including construction and maintenance of a private road which may be improved with an all-weather surface subject to all of the terms and conditions set out in this Agreement. The Trust Group Parcels Easement Area is also depicted on the diagram which is attached hereto as **Exhibit F**, but in the event of any discrepancy between the Trust Group Parcels Easement Area as so depicted and the Easement Area as more particularly described in **Exhibit E** hereto, the legal description in **Exhibit E** hereto shall control.

(c) **Easement Defined.** The Bahringer Parcel Easement and the Trust Group Parcels Easement are sometimes hereinafter referred to individually as an “**Easement**” and jointly as the “**Easements**”. The Bahringer Parcel Easement Area and the Trust Group Parcels Easement Area are sometimes hereinafter referred to individually as an “**Easement Area**” and collectively as the “**Easement Areas**”.

2. **Character of Easements.** Each Easement is and shall each be a perpetual easement appurtenant to each Parcel benefited by that Easement (in each case, a “**Benefited Parcel**”), and shall each run with and bind the title to each Parcel which is burdened by that Easement (in each case, a “**Burdened Parcel**”). Each Easement shall be a private easement, and nothing in this Agreement shall, nor shall it be deemed to, create any public easements. Each Easement is and shall each be non-exclusive, and the Owner of a Burdened Parcel (in each case, a “**Burdened Owner**”) retains in each case the right to make any use of the Burdened Parcel, including the right to use the relevant Easement Area for ingress and egress, as long as the Burdened Owner’s use of that Easement Area does not unreasonably interfere with the free use and enjoyment of the Easement by the Owner of a Benefited Parcel (in each case, a “**Benefited Owner**”). Each Benefited Owner shall be entitled to allow reasonable use of the Easement which benefits it Parcel by that Owner’s employees, agents, and invitees, for purposes of serving its Benefited Parcel in its current condition (or as improved by no more than one residential dwelling and related outbuildings on each Benefited Parcel), but only in compliance with all applicable laws and the terms of this Agreement. Nothing in this Agreement shall create any right in any Benefited Owner to use any part of a Burdened Parcel outside of the Easement Area on that Burdened Parcel, and then only in compliance with all applicable laws and the terms of this Agreement.

3. **Termination of Prior Rights Except for Road Easement.** Upon recordation of this Agreement, all rights and obligations of the Owners under the **Original Easement Agreement**, the **First Amended Easement Agreement**, the **Bahringer Easement Agreement**, as well as any and all rights and obligations of the Owners under or pursuant to any other prior oral or written agreements of the Owners with respect to the use of the Bahringer Parcel or the Trust Group Parcels, shall be terminated, and shall be superseded in their entirety by the rights and obligations created under this Agreement.

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Notwithstanding anything to the contrary herein, the Trust Group's right, title and interest to use the Road Easement shall not be terminated, diminished or replaced by this Agreement but shall be governed by the following additional rights and conditions:

- a) The Road Easement is and shall remain a non-exclusive easement, appurtenant to the Trust Group Parcels. The Road Easement is more particularly described in **Exhibit I**. The Road Easement is also depicted on the diagram which is attached hereto as **Exhibit J**, but in the event of any discrepancy between the Road as so depicted and the Road Easement as more particularly described in **Exhibit I** hereto, the legal description in **Exhibit J** hereto shall control.
- b) Until Trust Group, or its successors or assigns elects to improve the Bahringer Parcel Easement, its sole access through the Bahringer Parcel to the Trust Group Parcels shall be through the Road Easement. The Trust Group, or its successors and assigns shall have the right to maintain and repair the Road Easement as a dirt or gravel surface road suitable for passage by 4-wheel drive vehicles, but shall not have the right to pave the road.
- c) Until Trust Group, or its successors or assigns elects to improve the Bahringer Parcel Easement, either party may maintain fences along the boundaries of their respective properties, without prejudice to the right of the other party to remove such fencing as may necessary and appropriate to improve the Bahringer Parcel Easement.
- d) Upon completion of construction of road improvement in the Bahringer Parcel Easement, Trust Group's and its successors or assigns right to use the Road Easement shall terminate automatically. No delay or failure of the Owners of the Trust Group Parcel to construct a road on or otherwise use the Bahringer Parcel Easement shall terminate or impair such Easement, and the Bahringers, on behalf of themselves and their successors and assigns, waive any provision of law which would result in any termination or impairment of such Easement.

4. **Indemnification.** Each Owner hereby agrees to and shall defend, indemnify and hold harmless the other Owners, and the agents, employees, successors and assigns of such other Owners, from and against any and all loss, liability, claim or demand arising out of the use of an Easement by that Owner, or by any of such indemnifying Owner's employees, agents, or invitees, except to the extent that such loss, liability, claim or demand results from the negligence or willful misconduct of any of the other Owners, or any of the agents, employees or invitees of the other Owners.

5. **Insurance.** Each Owner shall maintain its own policy of liability insurance for its Parcel, reasonably adequate to meet its indemnification obligations under this Agreement, and shall produce reasonable proof of such insurance to the other Owners upon written request.

6. **Maintenance.** The Owners acknowledge that, except as provided in Paragraph 3 (b) hereof, nothing in this Agreement shall prevent a Benefited Owner from paving any portion of an Easement Area on a Burdened Parcel, or from allowing another Owner to do so. Each Benefited

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Owner shall be obligated to maintain the any road or utilities constructed by such Benefited Owner in the Easement Area of a Burdened Parcel in a reasonable state of repair. No Benefited Owner shall have any obligation to pave or otherwise improve any Easement Area in a Burdened Parcel; and no Burdened Owner shall have any duty to maintain or improve any roads or utilities constructed on a Burdened Parcel by a Benefited Owner. In the event that any improvement, repair (other than routine maintenance), and/or replacement work is to be done by an Owner, it shall not be commenced until the Owner planning to have the work done has given to the other Owners at least ten (10) days advance written notice of the scope and timing of the proposed work. Thereafter, the work shall be conducted in accordance with all applicable laws (including, but not limited to, all applicable building and health codes) and be prosecuted diligently to completion, without any unnecessary delays or interruptions, and in a manner which does not interfere unreasonably with the use of the affected Easement Area by others entitled to do so, or cause damage or injury to any person(s) or property.

7. **Repairs Due to Negligence.** Notwithstanding anything to the contrary herein, each Owner, at its sole cost and expense, shall repair any damage to the improvements in an Easement Area caused by such Owner, or by that Owner's agents, employees, or invitees. Damage, as used in this paragraph shall not include normal wear and tear from passenger vehicles and light commercial or agricultural vehicles.

8. **Successors and Assigns.** The rights and obligations of the Owners under this Agreement shall inure to the benefit of and be binding upon their respective successors and assigns as Owners, provided that, in the event that a Parcel is subsequently owned by a governmental entity, the indemnification, insurance, maintenance, and repair obligations provided herein shall be enforceable against such governmental entity only to the extent allowed by applicable law. Nothing in this paragraph shall, however, serve to release any present or future Owner (whether a governmental entity or otherwise) from any liability which such Owner may have to anyone under applicable law.

9. **Gates.** The parties acknowledge that the Trust Group has contracted to sell the Trust Group Parcels to **The Nature Conservancy**, a District of Columbia non-profit corporation ("TNC"), under a separate written agreement with TNC (the "**Purchase Agreement**"), and that the closing of the sale to TNC is expected to take place shortly after the recordation of this Agreement. The Owner(s) of the Trust Group Parcels shall have the right of ingress and egress to the Road Easement through any gate maintained by the Owner(s) of the Bahringer Parcel where the Road Easement intersects with Main St. in Cambria ("**Road Easement Gate**"). If the Owner(s) if the Trust Group elects to construct a road in the Bahringer Parcel Easement Area, the Owner(s) of the Bahringer Parcel shall either permit an ungated opening in the fence where such road intersects Main Street or construct a gate where the Bahringer Parcel Easement Area intersects Main St. in Cambria in a substantially similar manner as depicted in **Exhibit H** to this Agreement. The Bahringer Parcel Easement shall include the right of ingress and egress to and from the Bahringer Parcel Easement Area and Main Street through any such gate (the "**Main Gate**"), and the rights of the Trust Group with respect to the Main Gate and the Road Easement Gate shall be appurtenant to the Trust Group Parcels and be a burden upon the Bahringer Parcel, running with title to each Parcel, as an integral part of the Bahringer Parcel Easement (and Road Easement). The Owner(s) of the Trust Group Parcels from time to time shall be responsible for erecting and maintaining any

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gate which such Owner(s) may desire at the point where the road in the Bahringer Parcel Easement Area (or Road Easement) enters the Trust Group Parcels, which shall be located entirely on the Trust Group Parcels (if any, the "**Upper Gate**"), and the Owner(s) of the Bahringer Parcel from time to time shall have no rights or obligations with respect to any such Upper Gate.

10. **Monuments and Plaques.** Within ninety (90) following the close of the sale of the Trust Group Parcels to TNC which is referenced above, the Trust Group shall have the right to construct and maintain, at their sole cost and expense, two (2) stone monuments, one near the intersection of the Road Easement and Main Street and one near the Upper Gate, near the Bahringer Parcel Easement Area. The monument near the Upper Gate shall be construed on the Bahringer Parcel within five (5) feet of the border of the Road Easement and within five (5) feet of the boundary line between the Trust Group Parcel and the Bahringer Parcel. The monument near Main Street shall be constructed on the Bahringer Parcel within twenty (20) feet of the border of the Road Easement and within twenty (20) feet of the boundary line between the public right of way on Main Street and the Bahringer Parcel. Each such monument and plaque shall be subject to the following provisions:

(a) Each of the monuments shall have permanently mounted on it a plaque honoring Tony and Kathryn Williams and Antone and Rosa Williams, using the text which is set out in **Exhibit G** which is attached hereto. The stone monuments shall otherwise be constructed in such form as is reasonably acceptable to the Bahringers and the Trust Group.

(b) The Bahringers, for themselves and their successors and assigns as Owners of the Bahringer Parcel, agree that they shall not, once such monuments and plaques have been installed as provided herein, thereafter remove such monuments or plaques without the written permission of the Trust Group, even though the Trust Group will then no longer be the owner of the Trust Group Parcels. The Bahringers hereby grant the Trust Group (and their successors in interest for such purposes, as described in more detail below) the right in perpetuity to maintain such monuments and plaques in their original form and location, and with their original wording, as an easement in gross, which shall not be appurtenant to the Trust Group Parcels or constitute a part of the Bahringer Parcel Easement, but which shall nonetheless be a burden upon and run with the title to the Bahringer Parcel.

(c) The Bahringer Parcel Easement Area (and Road Easement) may be used in order to repair and maintain such monuments and plaques, by the parties entitled to do so, including the right of reasonable access through the Main Gate in order to do so.

(d) The foregoing rights with respect to the monuments and plaques shall run in favor of and benefit the successors in interest to, and the current and future trustees and beneficiaries of, the Tersini 1990 Living Trust and the Trust established by declaration Dated December 9, 1988, as well as the descendants of Joyce Williams and Kathy Lynn Thomsen. Upon the recordation of this Agreement, all other rights held by such parties under the Original Easement Agreement (or any amendments thereto), or otherwise with respect to the Bahringer Parcel, shall be terminated automatically.

(e) The successors in interest to the Trust Group as the owners of the Trust Group Parcels, including TNC and any of its successors and assigns in such capacity, shall have no obligations of any kind whatsoever concerning such monuments or plaques.

11. **Notice.** Each notice or demand of any kind which any Owner may be required or may desire to give to another Owner in connection with this Agreement shall be governed by the following provisions:

(a) The notice or demand shall be in writing, and may be served either personally or by a form of mailing or other delivery no less prompt than first-class United States mail. Any such notice or demand so served by mail shall be deposited in the United States mail with postage thereon fully prepaid, addressed to the Owner to which it is being sent at the address of that Owner's Parcel, or at such other address as that Owner has most recently notified the other Owners to use for such purposes.

(b) Each such notice or demand shall be deemed to have been given or made on the day of actual delivery, or at the expiration of the third day after the date of being so mailed, whichever is earlier in time.

(c) In the case of a Parcel with multiple Owners, any notice or demand on the co-Owners shall be deemed given or made if given or made to any one or more of such co-Owners.

12. **Amendment and Termination.** This Agreement may be modified or terminated only by an instrument in writing which is signed by all of the then Owners and recorded in the official records of the county in which the Parcels are located, which shall not be done until any and all necessary approvals are obtained from governmental authorities having jurisdiction thereof, and such amendment shall become effective upon such recordation.

13. **Attorneys' Fees.** If there is any litigation between or among the Owners in connection with the interpretation of this Agreement, or the enforcement of any right or obligation under this Agreement, the party prevailing in such litigation shall be entitled to payment by the non-prevailing party of the court costs and attorneys' fees incurred by the prevailing party in connection with such litigation (whether incurred at the trial, appellate, or administrative levels), in such amount as the court or administrative body may judge reasonable, all of which may be incorporated into and be a part of any judgment or decision rendered in such litigation.

14. **Invalidity.** If any provision of this Agreement, or the application thereof to any person(s) or circumstance(s), shall to any extent be held to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction, and provided that the essential agreement of the parties to this Agreement is not materially altered as a result of such holding: (i) neither the remainder of this Agreement nor the application of such provision to any person(s) or circumstance(s), other than those as to whom or which it is held to be invalid or unenforceable, shall be affected thereby; (ii) this Agreement shall be construed as though such invalid, illegal or unenforceable provision had never been contained in this Agreement; and (iii) every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any

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provision is so stricken from this Agreement, the parties agree to negotiate in good faith any modifications that may be required to effectuate the intent of this Agreement.

15. **Entire Agreement.** The terms of this Agreement are intended as a final expression of the agreement of the Owners with respect to the subject matter hereof, and may not be contradicted by evidence of any prior or contemporaneous agreement. It is further intended that this Agreement constitute the complete and exclusive statement of its terms, and that no extrinsic evidence of any kind which contradicts the terms of this Agreement may be introduced in any proceedings (judicial or otherwise) involving this Agreement, except for evidence of a subsequent written amendment to this Agreement.

16. **Interpretation.** In this Agreement, personal pronouns shall be construed as though of the gender and number required by the context, the singular including the plural, the plural including the singular, and each gender including other genders, all as may be required by the context. Wherever in this Agreement the term "and/or" is used, it shall mean "one or the other, both, any one or more, or all" of the things, events, persons, or parties in connection with which the term is used. The headings of the various paragraphs of this Agreement are included solely for reference purposes, and are not intended for any purpose whatsoever to modify, explain, or place any construction on any of the provisions of this Agreement. Any and all recitals at the beginning of this Agreement are accurate and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals. Any and all exhibits, schedules, and addenda attached to and referred to in this Agreement are hereby incorporated into this Agreement as fully as if set out in their entirety herein.

17. **Governing Law.** This Agreement shall be governed by, construed in accordance with, and interpreted under the internal law of the State of California.

18. **Relationship Between or Among Owners.** Nothing contained in this Agreement shall be construed as creating any partnership between or among any of the Owners, or any relationship other than that of property owners whose Parcels are subject to the provisions of this Agreement.

19. **Reasonableness.** Wherever in this Agreement an Owner is called upon to give its consent or approval, such consent or approval shall not be withheld or delayed unreasonably. Wherever in this Agreement an Owner is called upon or has the authority to set a policy, make a decision or determination, exercise a right, expend funds to be reimbursed by another Owner, or take any other action, it shall do so in a manner that is reasonable, interferes as little as reasonably possible with the rights of others, and (wherever cost is involved) involves a fair-market, non-excessive cost.

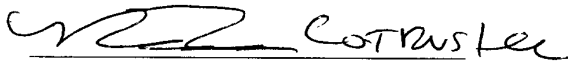
20. **Protection for Mortgagees / No Liens for Owners.** Nothing in this Agreement shall affect the validity or enforceability of any mortgage or deed of trust encumbering any Parcel which was given in good faith and for value. Any mortgagee under such a mortgage or beneficiary under such a deed of trust may give written notice to each of the Owners, requesting to be notified of the giving of any notice pursuant to this Agreement, and any Owner which is given such a request which thereafter gives any notice under this Agreement shall concurrently mail a copy

thereof to such mortgagee or beneficiary, at the address provided in the request. No legal right of an Owner to collect from another Owner any contribution with respect to expenses made pursuant to this Agreement, nor any other right under this Agreement, shall of itself entitle any Owner, or anyone else, to a lien or charge upon any of the Parcels, except after the obtaining of a judgment, and levy or execution thereon.

In witness whereof, the parties have executed this Agreement as of the date first above written.

Grantee:

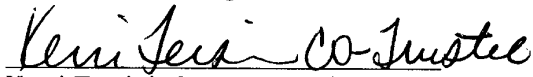
Grantor:



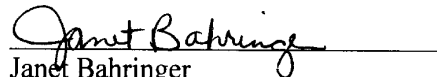
Rick Tersini, Co-Trustee of the
Tersini 1990 Living Trust



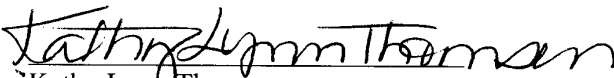
James Bahringer



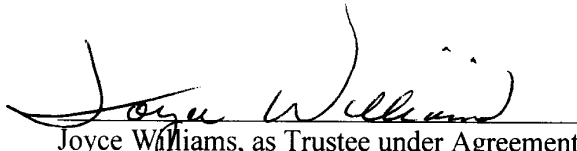
Kerri Tersini, Co-Trustee of the
Tersini 1990 Living Trust



Janet Bahringer



Kathy Lynn Thomsen



Joyce Williams, as Trustee under Agreement
dated December 9, 1988

Date:

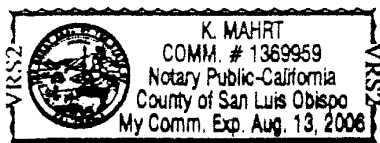
7/23/2003

State of California)
County of San Luis Obispo) ss.

On 7-22-03 before me, K. Mahrt
Notary Public, personally appeared James Bahringu and Janet Bahringu^a
personally known to me or 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.

WITNESS my hand and official seal.

K. Mahrt
Notary Public

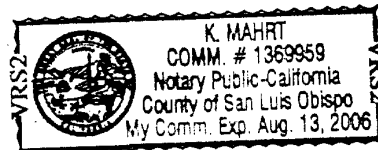
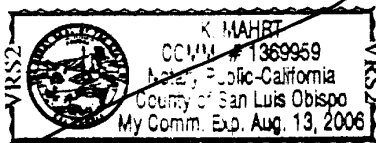


State of California)
County of San Luis Obispo) ss.

On 7-23-03 before me, K. Mahrt
Notary Public, personally appeared Joey Williams and Kathy Lynn Thomsen^a
personally known to me or 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.

WITNESS my hand and official seal.

K. Mahrt
Notary Public

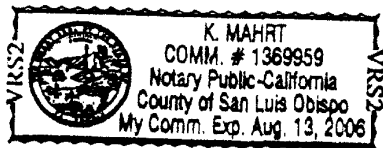


State of California)
County of San Luis Obispo) ss.

On 7-28-03 before me, K. Mahrt, a
Notary Public, personally appeared Rick Tersini and Kerri Tersini,
personally known to me or 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.

WITNESS my hand and official seal.

K. Mahrt
Notary Public



State of _____)
County of _____) ss.

On _____ before me, _____, a
Notary Public, personally appeared _____,
personally known to me or 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.

WITNESS my hand and official seal.

Notary Public

EXHIBIT "A"
Parcel 2 (C of C Doc#1998-087217)
Legal Description

All that portion of that certain parcel of land near Cambria in the County of San Luis Obispo, State of California containing about 138 acres known as the Kaetzel Tract and conveyed and particularly described in that certain deed dated April 20, 1890, executed by Phillip Kaetzel and his wife Sarah Jane Kaetzel to William Armstrong and Sarah J. Armstrong and recorded on May 1, 1891 in the Office of the County Recorder of said County in Book 12, Page 143 of Deeds, to which reference is hereby made for a more particular description of said premises as described in the Deed to Antone Pereira recorded in Book 121, Page 401 of Deeds.

EXCEPT therefrom that portion of said land described in the deed to Tony Williams recorded April 10, 1951 in Book 605, Page 84 of Official Records.

ALSO EXCEPT therefrom that portion of said land lying southerly of the County Road known as Main Street.

ALSO EXCEPT therefrom that portion of said land lying northerly and westerly of the following described line:

Commencing at a nail & tag in the top of a wood fence tagged "LS 2391" on the Northerly right of way line of the County Road known as Main Street, as shown on the record of survey map recorded in Book 5 of Records of Surveys, at Page 96, records of said County;

North 76°23'42" East, a distance of 100.07 feet to the southwest corner of the said Tony Williams deed, said corner being marked by a 1" iron pipe shown on said Record of Survey;

Thence continuing along said northerly right of way, North 76°23'28" East, a distance of 135.03 feet to the southeast corner of said Tony Williams deed, marked by a 1" iron pipe as shown on said Record of Survey;

Thence continuing along said northerly right of way, North 76°23'28" East, a distance of 56.73 feet to a 1" iron pipe tagged "LS 5751", said pipe being the **Point of Beginning**;

Thence leaving said northerly right of way, North 12°05'54" West, a distance of 250.39 feet to a 1" iron pipe tagged "LS 5751";

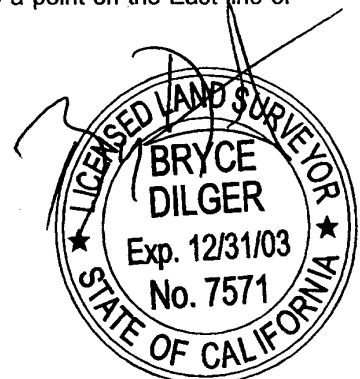
Thence South 76°15'08" West, a distance of 56.74 feet to the northeast corner of the said Tony Williams deed, marked by a 1" iron pipe tagged "LS 2391" as shown on said Record of Survey;

Thence North 12°36'03" West, a distance of 189.61 feet to a 1" iron pipe tagged "LS 5751";

Thence North 80°34'08" East, a distance of 464.35 feet to a 1" iron pipe tagged "LS 5751";

Thence North 80°33'35" East, a distance of 201.90 feet to a 1" iron pipe tagged "LS 5751";

Thence North 80°33'35" East, a distance of 2.59 feet more or less to a point on the East line of the said Kaetzel Tract, said point being the **Point of Terminus**.



4/22/2003

Exhibit B
Page 1

Parcel 3 (C of C Doc#1998-087218)
Legal Description

All that portion of that certain parcel of land near Cambria in the County of San Luis Obispo, State of California containing about 138 acres known as the Kaetzel Tract and conveyed and particularly described in that certain deed dated April 20, 1890, executed by Phillip Kaetzel and his wife Sarah Jane Kaetzel to William Armstrong and Sarah J. Armstrong and recorded on May 1, 1891 in the Office of the County Recorder of said County in Book 12, Page 143 of Deeds, to which reference is hereby made for a more particular description of said premises as described in the Deed to Antone Pereira recorded in Book 121, Page 401 of Deeds.

EXCEPT therefrom that portion of said land described in the deed to Tony Williams recorded April 10, 1951 in Book 605, Page 84 of Official Records.

ALSO EXCEPT therefrom that portion of said land lying southerly of the following described line:

Commencing at a nail & tag in the top of a wood fence tagged "LS 2391" on the Northerly right of way line of the County Road known as Main Street, as shown on the record of survey map recorded in Book 5 of Records of Surveys, at Page 96, records of said County;

North 76°23'42" East, a distance of 100.07 feet to the southwest corner of the said Tony Williams deed, said corner being marked by a 1" iron pipe shown on said Record of Survey;

Thence continuing along said northerly right of way, North 76°23'28" East, a distance of 135.03 feet to the southeast corner of said Tony Williams deed, marked by a 1" iron pipe as shown on said Record of Survey;

Thence continuing along said northerly right of way, North 76°23'28" East, a distance of 56.73 feet to a 1" iron pipe tagged "LS 5751", said pipe being the **Point of Beginning**;

Thence leaving said northerly right of way, North 12°05'54" West, a distance of 250.39 feet to a 1" iron pipe tagged "LS 5751";

Thence South 76°15'08" West, a distance of 56.74 feet to the northeast corner of the said Tony Williams deed, marked by a 1" iron pipe tagged "LS 2391" as shown on said Record of Survey;

Thence North 12°36'03" West, a distance of 189.61 feet to a 1" iron pipe tagged "LS 5751";

Thence North 80°34'08" East, a distance of 464.35 feet to a 1" iron pipe tagged "LS 5751" and referred to herein as Point "A";

Thence North 80°33'35" East, a distance of 201.90 feet to a 1" iron pipe tagged "LS 5751";

Thence North 80°33'35" East, a distance of 2.59 feet more or less to a point on the East line of the said Kaetzel Tract, said point being the **Point of Terminus**.

ALSO EXCEPT therefrom that portion of said land lying westerly of the following described line:

Beginning at Point "A" referred to hereinabove;

Thence North 28°47'23" West, a distance of 850.10 feet to a 1" iron pipe tagged "LS 5751";

Thence North 51°08'44" West, a distance of 441.51 feet to a 1" iron pipe tagged "LS 5751";

Thence North 2°58'12" East, a distance of 1698.15 feet to a 1" iron pipe tagged "LS 5751";

Thence North 50°36'31" West, a distance of 252.33 feet to a 1" iron pipe tagged "LS 5751";

Thence North 50°36'31" West, a distance of 12.47 feet more or less to a point on the West line of the said Kaetzel Tract, said point being the **Point of Terminus**.

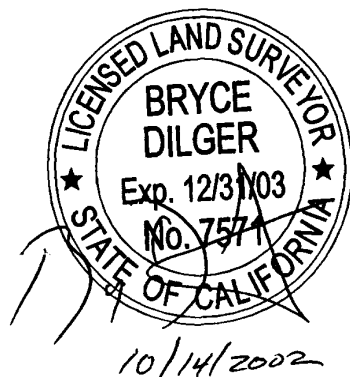


Exhibit B
page #2

**Parcel 4 (C of C Doc#1998-087219)
Legal Description**

All that portion of that certain parcel of land near Cambria in the County of San Luis Obispo, State of California containing about 138 acres known as the Kaetzel Tract and conveyed and particularly described in that certain deed dated April 20, 1890, executed by Phillip Kaetzel and his wife Sarah Jane Kaetzel to William Armstrong and Sarah J. Armstrong and recorded on May 1, 1891 in the Office of the County Recorder of said County in Book 12, Page 143 of Deeds, to which reference is hereby made for a more particular description of said premises as described in the Deed to Antone Pereira recorded in Book 121, Page 401 of Deeds.

EXCEPT therefrom that portion of said land described in the deed to Tony Williams recorded April 10, 1951 in Book 605, Page 84 of Official Records.

ALSO EXCEPT therefrom that portion of said land lying southerly of the following described line:

Commencing at a nail & tag in the top of a wood fence tagged "LS 2391" on the Northerly right of way line of the County Road known as Main Street, as shown on the record of survey map recorded in Book 5 of Records of Surveys, at Page 96, records of said County;

North 76°23'42" East, a distance of 100.07 feet to the southwest corner of the said Tony Williams deed, said corner being marked by a 1" iron pipe shown on said Record of Survey;

Thence continuing along said northerly right of way, North 76°23'28" East, a distance of 135.03 feet to the southeast corner of said Tony Williams deed, marked by a 1" iron pipe as shown on said Record of Survey;

Thence continuing along said northerly right of way, North 76°23'28" East, a distance of 56.73 feet to a 1" iron pipe tagged "LS 5751", said pipe being the **Point of Beginning**;

Thence leaving said northerly right of way, North 12°05'54" West, a distance of 250.39 feet to a 1" iron pipe tagged "LS 5751";

Thence South 76°15'08" West, a distance of 56.74 feet to the northeast corner of the said Tony Williams deed, marked by a 1" iron pipe tagged "LS 2391" as shown on said Record of Survey;

Thence North 12°36'03" West, a distance of 189.61 feet to a 1" iron pipe tagged "LS 5751";

Thence North 80°34'08" East, a distance of 464.35 feet to a 1" iron pipe tagged "LS 5751" and referred to herein as Point "A";

Thence North 80°33'35" East, a distance of 201.90 feet to a 1" iron pipe tagged "LS 5751";

Thence North 80°33'35" East, a distance of 2.59 feet more or less to a point on the East line of the said Kaetzel Tract, said point being the **Point of Terminus**.

ALSO EXCEPT therefrom that portion of said land lying easterly of the following described line:

Beginning at Point "A" referred to hereinabove;

Thence North 28°47'23" West, a distance of 850.10 feet to a 1" iron pipe tagged "LS 5751";

Thence North 51°08'44" West, a distance of 441.51 feet to a 1" iron pipe tagged "LS 5751";

Thence North 2°58'12" East, a distance of 1698.15 feet to a 1" iron pipe tagged "LS 5751";

Thence North 50°36'31" West, a distance of 252.33 feet to a 1" iron pipe tagged "LS 5751";

Thence North 50°36'31" West, a distance of 12.47 feet more or less to a point on the West line of the said Kaetzel Tract, said point being the **Point of Terminus**.



10/14/2002

X

Exhibit "C"
Legal Description

A strip of land 20.00 feet wide over that portion of that certain parcel of land near Cambria described in the Certificate of Compliance recorded as Document No. 1998-087217 in the Office of the County Recorder of the County of San Luis Obispo, State of California, lying 10.00 feet on each side of the following described centerline:

Commencing at a nail & tag in the top of a wood fence tagged "LS 2391" on the Northerly right of way line of the County Road known as Main Street, as shown on the record of survey map recorded in Book 5 of Records of Surveys, at Page 96, records of said County;

Thence North 76°23'42" East, a distance of 100.07 feet to the southwest corner of the land described in the deed to Tony Williams recorded April 10, 1951 in Book 605, Page 84 of Official Records, said corner being marked by a 1" iron pipe shown on said Record of Survey;

Thence continuing along said northerly right of way, North 76°23'28" East, a distance of 135.03 feet to the southeast corner of said Tony Williams deed, marked by a 1" iron pipe as shown on said Record of Survey;

Thence continuing along said northerly right of way, North 76°23'28" East, a distance of 56.73 feet to a 1" iron pipe tagged "LS 5751";

Thence leaving said northerly right of way, North 12°05'54" West, a distance of 250.39 feet to a 1" iron pipe tagged "LS 5751";

Thence South 76°15'08" West, a distance of 56.74 feet to the northeast corner of the said Tony Williams deed, marked by a 1" iron pipe tagged "LS 2391" as shown on said Record of Survey;

Thence North 12°36'03" West, a distance of 189.61 feet to a 1" iron pipe tagged "LS 5751";

Thence North 80°34'08" East, a distance of 325.34 feet to the **True Point of Beginning**.
Thence South 9°25'52" East, a distance of 41.74 feet to the beginning of a curve concave to the northeast, having a radius of 60.00 feet;

Thence southerly a distance of 40.02 feet along said curve through a central angle of 38°12'47";

Thence South 47°38'39" East, a distance of 18.98 feet to the beginning of a curve concave to the southwest, having a radius of 60.00 feet;

Thence southerly a distance of 40.69 feet along said curve through a central angle of 38°51'34";

Thence South 08°47'05" East, a distance of 131.19 feet to the beginning of a curve concave to the west, having a radius of 60.00 feet;

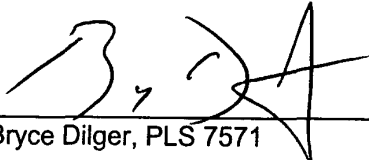
Thence southerly a distance of 12.30 feet along said curve through a central angle of 11°44'34";

Thence South 02°57'29" West, a distance of 188.12 feet to the beginning of a curve concave to the west, having a radius of 60.00 feet;

Thence southerly and southwesterly a distance of 24.78 feet along said curve through a central angle of 23°39'46" to a point which bears South 88°10'18" East, a distance of 235.28 feet from a 1" iron pipe tagged "LS 5751";

Thence South 26°37'15" West, a distance of 30.29 feet more or less to a point in the center of Main Street, said point being the **Point of Terminus**.

The sidelines of said easement are to be shortened or extended so as to intersect the most northerly line of said Certificate of Compliance #1998-087217 and the northerly right of way line of Main Street.

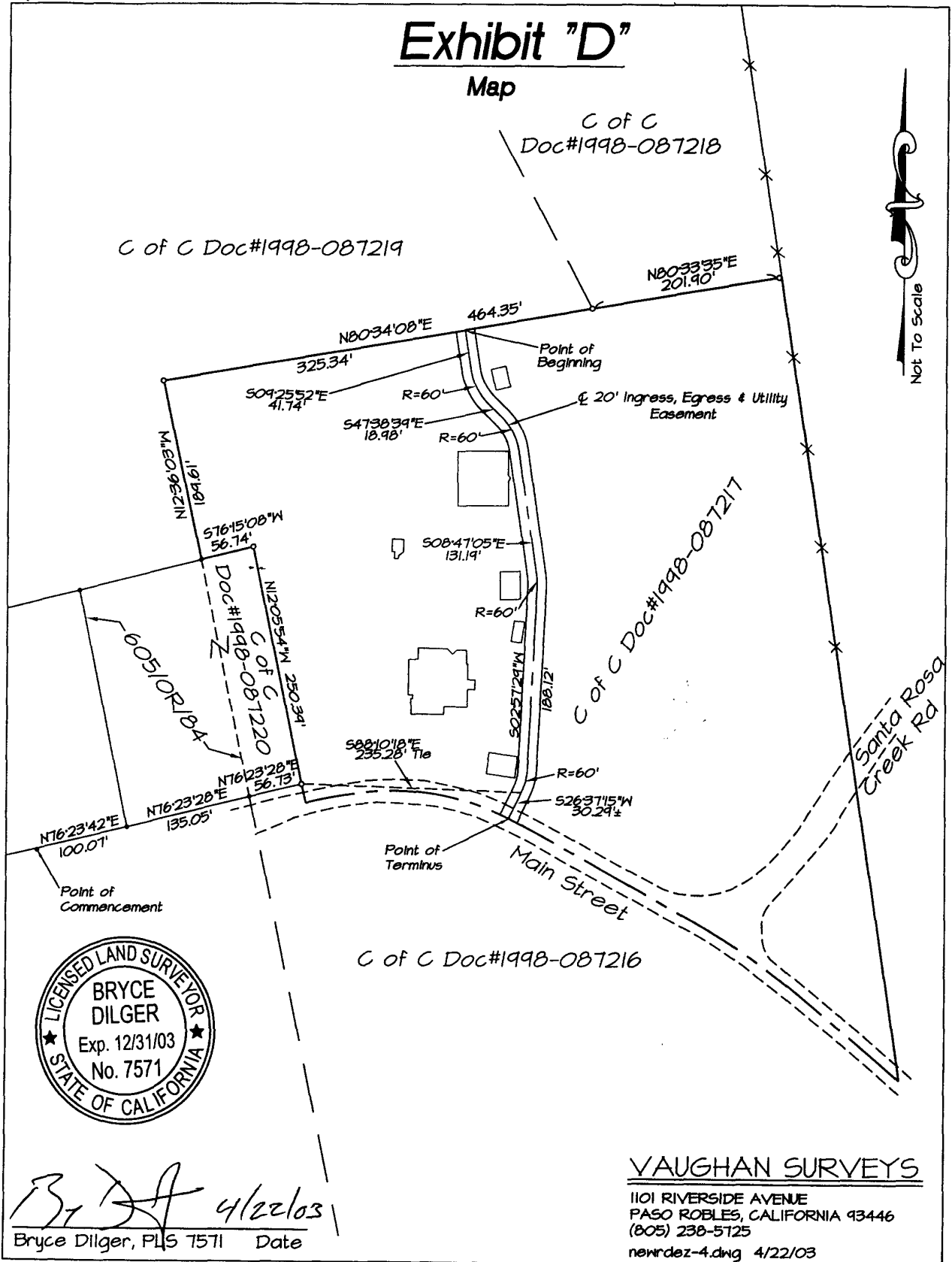

Bryce Dilger, PLS 7571

4/22/03
Date



Exhibit "D"

Map



Bryce Dilger 4/22/03
 Bryce Dilger, PLS 7571 Date

VAUGHAN SURVEYS
 1101 RIVERSIDE AVENUE
 PASO ROBLES, CALIFORNIA 93446
 (805) 238-5125
 newrdez-4.dwg 4/22/03

Exhibit "E"
Trust Group Parcels Easement Legal Description

A strip of land of varied widths over that portion of that certain parcel of land near Cambria in the County of San Luis Obispo, State of California, containing about 138 acres known as the Kaetzel Tract and conveyed and particularly described in that certain deed dated April 20, 1890, executed by Phillip Kaetzel and his wife Sarah Jane Kaetzel to William Armstrong and Sarah J. Armstrong and recorded on May 1, 1891 in the Office of the County Recorder of said County in Book 12, Page 143 of Deeds, to which reference is hereby made for a more particular description of said premises as described in the Deed to Antone Pereira recorded in Book 121, Page 401 of Deeds.

Said varied widths are to be 20.00 feet on each side of the centerline between Points "Y" and "H", 20.00 feet on the left side and 40.00 feet on the right side between Points "H" and "X" of the following described centerline:

Commencing at a nail & tag in the top of a wood fence tagged "LS 2391" on the Northerly right of way line of the County Road known as Main Street, as shown on the record of survey map recorded in Book 5 of Records of Surveys, at Page 96, records of said County;

Thence North 76°23'42" East, a distance of 100.07 feet to the southwest corner of the said Tony Williams deed, said corner being marked by a 1" iron pipe shown on said Record of Survey;

Thence continuing along said northerly right of way, North 76°23'28" East, a distance of 135.03 feet to the southeast corner of said Tony Williams deed, marked by a 1" iron pipe as shown on said Record of Survey;

Thence continuing along said northerly right of way, North 76°23'28" East, a distance of 56.72 feet to a 1" iron pipe tagged "LS 5751";

Thence leaving said northerly right of way, North 12°05'54" West, a distance of 250.39 feet to a 1" iron pipe tagged "LS 5751";

Thence South 76°15'08" West, a distance of 56.74 feet to the northeast corner of the said Tony Williams deed, marked by a 1" iron pipe tagged "LS 2391" as shown on said Record of Survey;

Thence North 12°36'03" West, a distance of 108.10 feet along the northwesterly line of the parcel described in the Certificate of Compliance recorded as Document # 1998-087217 in the office of the County Recorder of said County, said point is hereinafter referred to as **Point "Y"**, said point being the **True Point of Beginning**;

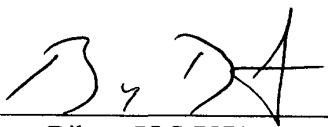
Said **Point "Y"** bears South 12°36'03" East, a distance of 81.51 feet from a 1" iron pipe tagged "LS 5751" and bears North 12°36'03" West, a distance of 108.10 feet from a 1" iron pipe tagged "LS 2391" as both monuments are called for in said Certificate of Compliance.

Thence South 48°55'58" West, a distance of 59.37 feet;

Thence South 41°04'02" East, a distance of 38.02 feet to a point hereinafter referred to as **Point "H"**;

Thence continuing South 41°04'02" East, a distance of 52.96 feet to a point on the northerly line of the parcel described in the Certificate of Compliance recorded as Document # 1998-087220 in the office of the County Recorder of said County hereinafter referred to as **Point "X"**, said point being the **Point of Terminus**.

The sidelines of said easement are to be shortened or extended so as to intersect said northwesterly line of said Certificate of Compliance #1998-087217 at the beginning and said northerly line of said Certificate of Compliance #1998-087220 at the terminus.

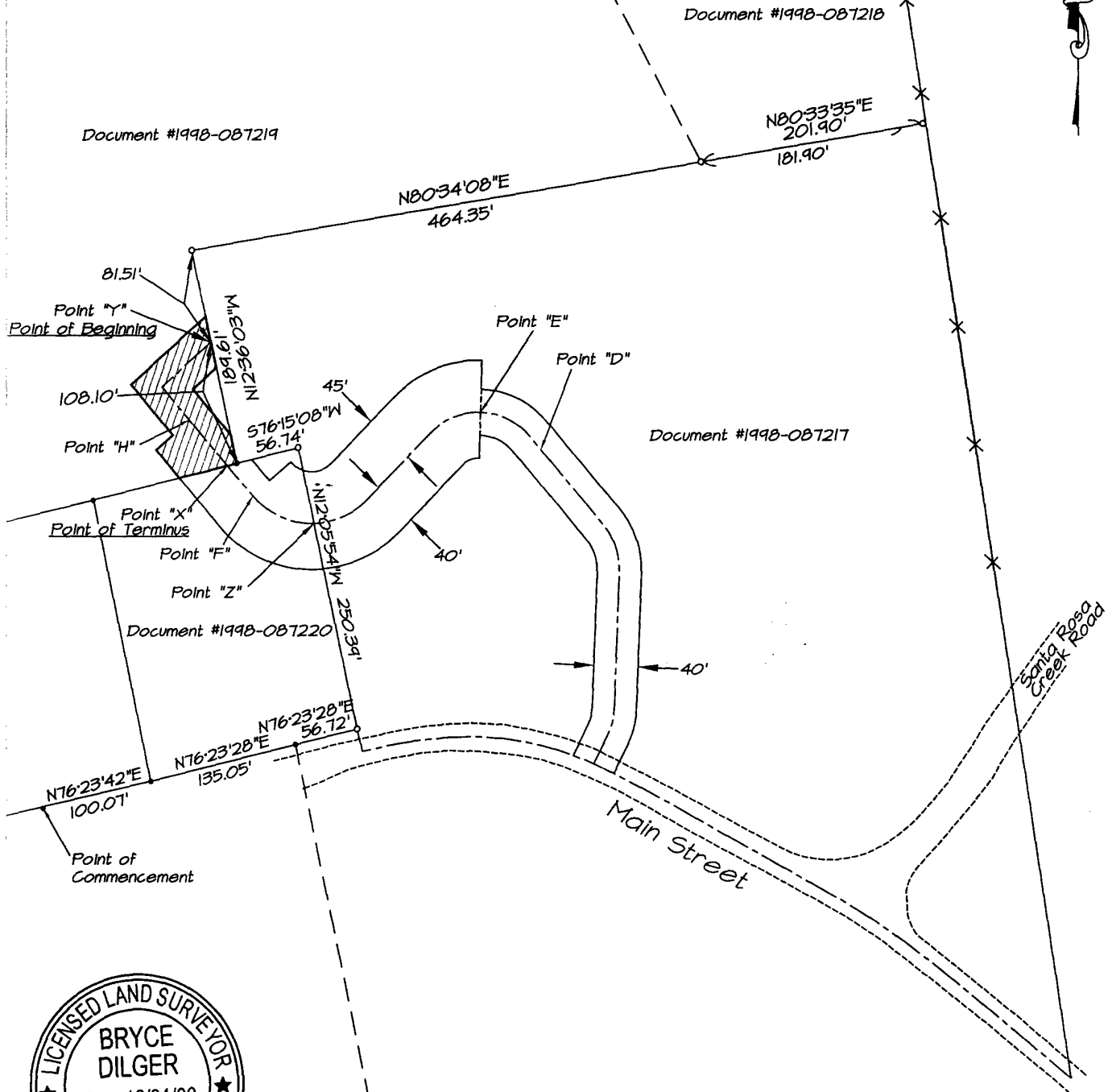

Bryce Dilger, PLS 7571

10/14/2002
Date



Exhibit "F"

Trust Group Parcels Easement Map



[Signature]

Bryce Dilger, PLS 7571

10/14/2002
Date

VAUGHAN SURVEYS

1101 RIVERSIDE AVENUE
 PASO ROBLES, CALIFORNIA 93446
 (805) 238-5125
 \96082\96082EX-F.dwg

Exhibit G
Plaque Text

The Nature Conservancy and its funding partners gratefully acknowledge
Joyce Williams and her daughters, Kathy Thomsen and Kerri Tersini,
for their personal commitment to preserving this property,
owned by their family since 1904.
It is with love and admiration that they remember
their beloved parents and grandparents

Tony and Kathryn Williams
and
Antone and Rosa Williams

Acquisition Funded by:
The David and Lucile Packard Foundation
The California State Coastal Conservancy
Other funders names here

Exhibit H

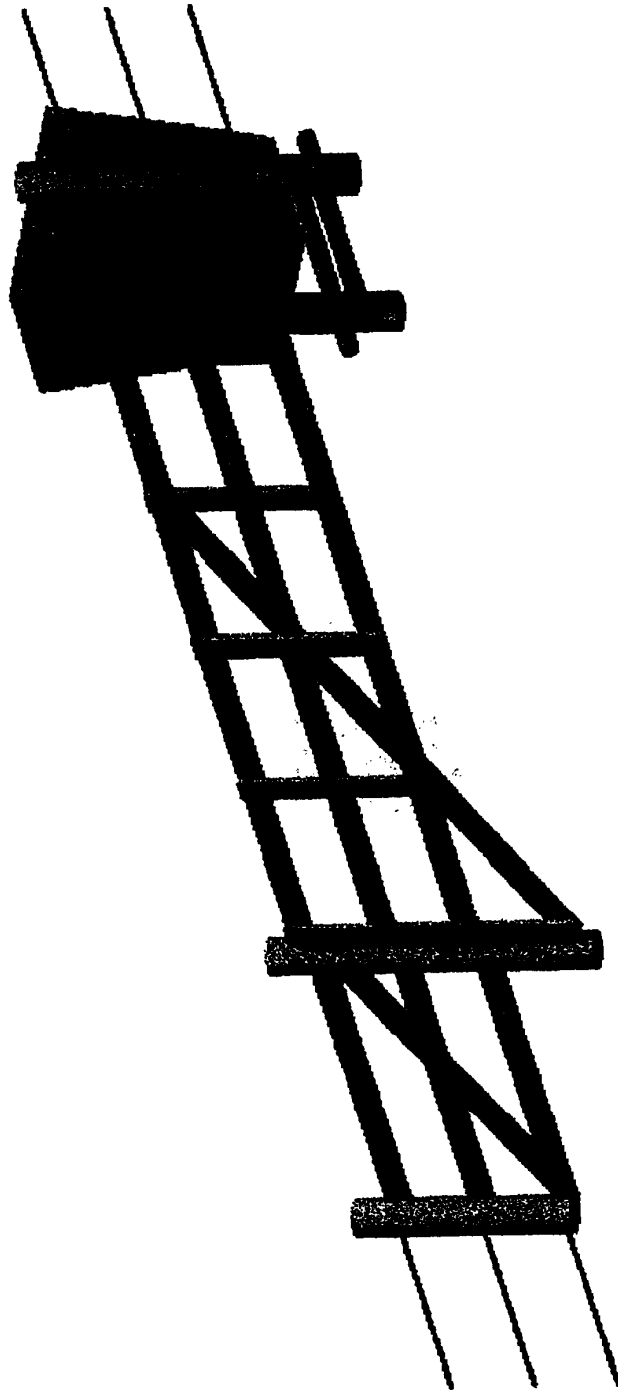


EXHIBIT I ROAD EASEMENT

A strip of land 20.00 feet wide over that portion of that certain parcel of land near Cambria described in the Certificate of Compliance recorded as Document No. 1998-087217 in the Office of the County Recorder of the County of San Luis Obispo, State of California, lying 10.00 feet on each side of the following described centerline:

Commencing at a nail & tag in the top of a wood fence tagged "LS 2391" on the Northerly right of way line of the County Road known as Main Street, as shown on the record of survey map recorded in Book 5 of Records of Surveys, at Page 96, records of said County;

Thence North $76^{\circ}23'42''$ East, a distance of 100.07 feet to the southwest corner of the land described in the deed to Tony Williams recorded April 10, 1951 in Book 605, Page 84 of Official Records, said corner being marked by a 1" iron pipe shown on said Record of Survey;

Thence continuing along said northerly right of way, North $76^{\circ}23'28''$ East, a distance of 135.03 feet to the southeast corner of said Tony Williams deed, marked by a 1" iron pipe as shown on said Record of Survey;

Thence continuing along said northerly right of way, North $76^{\circ}23'28''$ East, a distance of 56.73 feet to a 1" iron pipe tagged "LS 5751";

Thence leaving said northerly right of way, North $12^{\circ}05'54''$ West, a distance of 250.39 feet to a 1" iron pipe tagged "LS 5751";

Thence South $76^{\circ}15'08''$ West, a distance of 56.74 feet to the northeast corner of the said Tony Williams deed, marked by a 1" iron pipe tagged "LS 2391" as shown on said Record of Survey;

Thence North $12^{\circ}36'03''$ West, a distance of 189.61 feet to a 1" iron pipe tagged "LS 5751";

Thence North $80^{\circ}34'08''$ East, a distance of 464.35 feet to a 1" iron pipe tagged "LS 5751";

Thence North $80^{\circ}33'35''$ East, a distance of 128.15 feet to the **True Point of Beginning**.

Thence South $10^{\circ}55'56''$ West, a distance of 120.96 feet to the beginning of a curve concave to the east, having a radius of 200.00 feet;

Thence southerly a distance of 30.95 feet along said curve through a central angle of $8^{\circ}52'03''$;

Thence South $02^{\circ}03'53''$ West, a distance of 185.71 feet to the beginning of a curve concave to the north, having a radius of 36.00 feet;

Thence southerly, southwesterly, westerly and northwesterly a distance of 82.73 feet along said curve through a central angle of $131^{\circ}40'07''$;

Thence North $46^{\circ}16'00''$ West, a distance of 28.56 feet to the beginning of a curve concave to the northeast, having a radius of 60.00 feet;

Thence northwesterly a distance of 21.10 feet along said curve through a central angle of $20^{\circ}09'01''$;

Thence North $26^{\circ}06'59''$ West, a distance of 102.18 feet to the beginning of a curve concave to the southwest, having a radius of 12.00 feet;

Thence northwesterly, westerly, southwesterly and southerly a distance of 34.18 feet along said curve through a central angle of $163^{\circ}12'40''$;

Thence South $09^{\circ}19'39''$ East, a distance of 58.71 feet to the beginning of a curve concave to the west, having a radius of 60.00 feet;


Thence southerly a distance of 12.87 feet along said curve through a central angle of $12^{\circ}17'08''$;

Thence South $02^{\circ}57'29''$ West, a distance of 188.12 feet to the beginning of a curve concave to the west, having a radius of 60.00 feet;

Thence southerly and southwesterly a distance of 24.78 feet along said curve through a central angle of $23^{\circ}39'46''$ to a point which bears South $88^{\circ}10'18''$ East, a distance of 235.28 feet from a 1" iron pipe tagged "LS 5751";

Thence South $26^{\circ}37'15''$ West, a distance of 30.29 feet more or less to a point in the center of Main Street, said point being the **Point of Terminus**.

The sidelines of said easement are to be shortened or extended so as to intersect the most northerly line of said Certificate of Compliance #1998-087217 and the northerly right of way line of Main Street.


Bryce Dilger, PLS 7571

10/14/2002
Date



Exhibit "J"
ROAD ENSEMBLE

C of C
Doc#1998-087218

C of C Doc#1998-087219

N80-33'35"E
201.90'

N80°34'08"E
464.35'

Point of Beginning

4 20' Ingress, Egress & Utility
Easement

C of C Doc#1998-087217

 $R = 200$

$R=12'$

 $R=60$

N26.06 54.11
102.18

N40-10-00-W
28.56'

$$R=36$$

Main Street

C of C Doc#1998-087216

Santa Rosa
Creek Rd

Not To Scale



VAUGHAN SURVEYS

1101 RIVERSIDE AVENUE
PASO ROBLES, CALIFORNIA 93446
(805) 238-5125
96082EX-D.dwg 5/28/02

END OF DOCUMENT

Bryce Dilger, PLS 7571 Date