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5710614-LI
RECORDING REQUESTED BY:
First American Title
County of San Luis Obispo

2020075940

Tommy Gong
San Luis Obispo - County Clerk-Recorder
12/22/2020 08:07 AM
Recorded at the request of:
PUBLIC
Titles: 1 Pages: 15
Fees: \$131.00
Taxes: \$0.00
Total: \$131.00



AND WHEN RECORDED MAIL TO:

Clerk of the Board of Supervisors
County of San Luis Obispo
County Government Center
San Luis Obispo, CA 93408

APN 044-081-040

AGRICULTURAL OPEN-SPACE AGREEMENT GRANTING AN OPEN-SPACE
EASEMENT TO THE COUNTY OF SAN LUIS OBISPO
ON PARCEL 14 OF TRACT 2429

THIS AGREEMENT is made and entered into this 15th day of December, 2020 by
and between Jack Ranch, SLO, 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, Owner is the record owner of certain real property (hereinafter referred to as
"Owner's Property") located in the County of San Luis Obispo, State of California, which is
more particularly described in Exhibit A.

WHEREAS, on August 23, 2018, the County approved Declarants application for a
Vesting Tentative Tract Map (Tract 2429) and Conditional Use Permit (S000323U) to establish a
Major Agricultural Cluster Subdivision to subdivide an existing 299-acre parcel into 13
residential parcels of approximately one acre each and one agriculture/open space parcel of
approximately 285 acres; and

WHEREAS, Owner intends that the restrictions contained in this agreement shall apply to those portions of Owner's Property, as more particularly described in Exhibit B (hereinafter referred to as "Ag Open Space Easement Area"); and

WHEREAS, execution of this agreement by Owner and County, and subsequent performance of its obligations by Owner and his successors in interest, will ensure the protection of agricultural resources within the Ag Open Space Easement Area; and

WHEREAS, the Ag Open Space Easement Area has certain natural scenic beauty and important agricultural conservation values, and both Owner and County desire to preserve and conserve for the public benefit the great natural scenic beauty and existing agricultural resources of said property of the Owner; and

WHEREAS, Owner is willing to grant to County the scenic use, as hereinafter expressed, of the land and thereby protect the present scenic beauty and agricultural resources by the restricted use of the Ag Open Space Easement Area by Owner through the imposition of the conditions hereinafter expressed; and

WHEREAS, both Owner and County intend that the terms, conditions, and restrictions of the ag open-space easement granted in this agreement are in compliance with Government Code sections 51070 through 51097, inclusive, hereinafter referred to as the "Open-Space Easement Act of 1974," so as to be an enforceable restriction under the provisions of Revenue and Taxation Code section 422; and

WHEREAS, Owner has supplied County with a current title company preliminary title report or preliminary subdivision guarantee listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on the Ag Open Space Easement Area.

NOW, THEREFORE, in consideration of the premises and in compliance with the provisions of Government Code sections 51070 through 51097, inclusive, and in further

consideration of the mutual promises, covenants, and conditions herein contained and the substantial public benefits to be derived therefrom, the parties hereto agree as follows:

1. Grant of open-space easement. Owner hereby grants to County, for the term specified in paragraph 8 below, an ag open-space easement in and to the Ag Open Space Easement Area on Parcel 14 of Tract 2429, and as more particularly described in Exhibit B.

The ag open-space easement granted herein conveys to County an estate and interest in the real property of the nature and character specified in the Open-Space Easement Act of 1974, which is subject to the express conditions and restrictions imposed herein upon the use of the property by Owner. To that end, and for the purpose of accomplishing the intent of the parties hereto, Owner covenants on behalf of himself, his successors and assigns with the County, its successors and assigns to do and refrain from doing, severally and collectively, upon the Ag Open Space Easement, the various acts hereinafter mentioned.

2. Restrictions on use of the Ag Open Space Easement. Except as provided in Section 3, below, Owner and Owner's successors in interest are prohibited from doing the following within the Ag Open Space Easement:

(a) No buildings, structures, or other improvements shall be placed, constructed, or erected upon the Ag Open Space Easement Area.

(b) No advertising of any kind or nature shall be located on or within the Ag Open Space Easement Area, except in connection with agricultural related uses on the subject parcel and for advertising related to the initial sale of the clustered lots created by the approved conditional use permit and final subdivision map referred to above..

(c) Owner shall not plant or permit to be planted any vegetation upon the Ag Open Space Easement Area except for crop production, range land grasses, natural or ornamental

landscaping, and as otherwise authorized by the approved development plan and subdivision map referred to above, and as necessary for erosion control.

(d) Except as necessary for the structural and non-structural uses allowed by the version of Land Use Ordinance Section 22.22.150 in effect in 2003, agricultural and agricultural-related use of the Ag Open Space Easement Area and for the construction, alteration, relocation, and maintenance of public roads, private access roads, public and private utilities, trails, driveways, or recreational facilities, if any, the general topography of the landscape shall be maintained in its present condition and no grading, excavation, or topographic changes shall be made.

(e) No use of the Ag Open Space Easement Area which will or does materially alter the landscape or other attractive scenic features of the property, other than those specified herein, shall be done or suffered.

(f) Owner shall not extract natural resources from the Ag Open Space Easement Area, except for development of Owner's water rights, including, but not limited to, pumping and extracting of water and installation, maintenance, repair, and replacement of wells, pipelines, and other facilities connected therewith.

(g) Owner shall not cut timber, trees, or other natural growth, except as may be required for agricultural or other permitted use of the Ag Open Space Easement Area and fire protection, thinning, elimination of diseased growth, and similar protective measures.

(h) Except as related to agricultural, incidental visitor uses or recreational uses, the Owner shall not use the Ag Open Space Easement Area or any portion thereof as a parking lot, storage area, or dump site or otherwise deposit or allow to be deposited on the Ag Open Space Easement Area or any portion thereof, temporarily or otherwise, anything whatsoever which is not indigenous or natural to the Ag Open Space Easement Area.

(i) Except as related to agricultural, incidental visitor uses or recreational uses, the Owner shall not cover or cause the Ag Open Space Easement Area to be covered in whole or in part with any asphalt, stone, concrete, or other material which does not constitute natural cover for the land nor otherwise disturb the natural cover of the land unless otherwise authorized by the provisions of this agreement.

(j) Except for a resubdivision involving all of this Tract, no land division of a legal lot within the Ag Open Space Easement Area shall occur or be applied for by Owner or his successors in interest, nor shall Owner or his successors in interest otherwise convey (other than under threat of condemnation) a portion of a legal lot within the Ag Open Space Easement Area less than the whole to one or more parties or convey a legal lot within the Ag Open Space Easement Area to two or more parties each of whom acquire title to less than the whole of the legal lot. Any such conveyance or transfer of a legal lot within the Ag Open Space Easement Area or a portion thereof by Owner or his successors in interest shall be considered null and void. Nothing in this Section shall be deemed to limit or eliminate Owner's right to grant easements over the Ag Open Space Easement Area, provided that the easements are consistent with the restrictions and reservations in this agreement.

3. Reservations of use by Owner. Notwithstanding the provisions of paragraph 2 above, the following property rights in the Ag Open Space Easement Area are excepted from this grant and are expressly reserved to Owner:

- i. The right to maintain all existing private roads, bridges, utilities, trails and structures lawfully erected and maintained upon the Subject Property
- ii. The right to construct, develop, and maintain new roads, utilities, structures, and other improvements authorized by the approved conditional use permit and final subdivision map referred to above, or

required by a public utility, and any amendments or modifications thereto which may be approved by the County.

- iii. The right to construct, develop, and maintain private and public water sources and water system, including water storage tanks, on the Subject Property for the use and benefit of the Subject Property
- iv. The right to undertake any of those uses on the Subject Property as permitted by Section 22.22.150.J.3. and 4 and as amended including:
 - a. Agricultural processing uses and agricultural accessory uses are permitted and may occupy an aggregate area of up to 5.0 acres.
 - b. A ranch headquarters with one primary dwelling, residential accessory uses, an Accessory Dwelling Unit (ADU), and qualifying farm support quarters are permitted and may occupy up to 2.5 acres.
 - c. Crop production and grazing; animal raising and keeping; specialized animal facilities; nursery specialties (nonstructural); range land or wildlife preserves; water storage or recharge; leachfield or spray disposal area; scenic area protection or buffers from hazardous areas; public outdoor recreation uses on non-prime lands; or other similar open space uses; and roads/turnarounds directly serving the agricultural use.
 - d. Renewable energy facilities generating energy for on-site use may be allowed on up to 3 acres or 25 percent of the open space area, whichever is smaller, subject to the requirements in Chapter 22.32 (Energy-Generating Facilities).

- v. Communications facilities including satellite dish, public safety repeaters, cell tower as otherwise authorized by law.

4. Compliance with County regulations. Land uses permitted or reserved to Owner in this agreement are subject to and require compliance with all applicable County ordinances and regulations, including those regulating land use.

5. Construction of improvements. Owner shall not construct or permit the construction of any improvements on the Ag Open Space Easement Area except as expressly reserved herein or as authorized in the Open-Space Easement Act of 1974. Provided, however, nothing contained in this agreement shall prohibit the construction of either public service facilities installed for the benefit of the Ag Open Space Easement Area or public service facilities installed pursuant to an authorization of the Board of Supervisors of the County or the Public Utilities Commission.

6. No authorization for public trespass. The grant of easement contained herein and its acceptance by the County of San Luis Obispo does not authorize and is not to be construed as authorizing the public or any member thereof to trespass upon or use all or any portion of the Ag Open Space Easement Area or as granting to the public or any member thereof any tangible rights in or to the Ag Open Space Easement Area or the right to go upon or use or utilize the Open Space Easement Area in any manner whatsoever. It is understood that the purpose of this agreement is solely to restrict the uses to which the Ag Open Space Easement Area may be put so that it may be kept as near as possible in its natural condition for the benefit of the public by preserving existing cultural resources.

7. Effect on prior easements. Nothing contained in this agreement shall limit or affect any easements that are of record and that have been heretofore granted by Owner on, over, under, or across the Ag Open Space Easement Area or any portion thereof.

8. Duration of easement. The grant of easement to County contained in this agreement shall be effective when it has been approved and accepted by resolution of the Board of Supervisors in the manner required by law, and it shall remain in effect in perpetuity unless abandoned or otherwise terminated by the Board of Supervisors in accordance with the provisions of the Open-Space Easement Act of 1974.

9. Enforceable restriction. Upon acceptance of the ag open-space easement granted herein, the Ag Open Space Easement Area shall be deemed to be “enforceably restricted” within the meaning of section 422 of the Revenue and Taxation Code and section 8 of Article XIII of the Constitution of the State of California.

10. Binding on successors in interest. This agreement shall be deemed an equitable servitude and a covenant running with the land described herein and shall be binding on the parties hereto and their heirs, assigns, and successors in interest. Any conveyance, transfer, or sale made by Owner of said property or any portion thereof shall be deemed to incorporate by reference, and be subject to, each of the provisions of this agreement.

11. Effect of waiver. County's waiver of the breach of any one term, covenant, or provision of this agreement shall not be a waiver of a subsequent breach of the same term, covenant, or provision of this agreement or of the breach of any other term, covenant, or provision of this agreement.

12. Judicial enforcement. Enforcement shall be by proceeding at law or in equity, either to restrain a violation or an attempted violation or by suit to recover damages against any person or persons violating or attempting to violate any covenant or restriction contained herein.

13. Law governing and venue. This agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created hereunder are performable

in the County of San Luis Obispo, and such County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this agreement.

14. Enforceability. If any term, covenant, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

15. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows: Director of Planning and Building, County of San Luis Obispo, 976 Osos Street, Rm. 300, California 93408. Notices required to be given to Owner shall be addressed as follows: John Wilson 1326 Chorro Street, San Luis Obispo, CA 93401.

Provided that any party may change such address by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

16. Agreement to be recorded. Owner and County intend and consent to the recordation of this agreement in the office of the County Recorder of the County of San Luis Obispo, and such recordation of this agreement shall serve as constructive notice of the obligations contained herein to be performed by the Owner and the successors in interest to all or any portion of Owner's Property.

17 Attorney's Fees. In the event of any litigation between the parties based upon or arising out of this agreement the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs, and litigation expenses.

18. Entire Agreement. This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understandings whether oral or written respecting the subject matter hereof. This Agreement may not be amended except in writing signed by the parties.

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

OWNER
Jack Ranch, SLO, LLC
a California limited liability company

By: _____

Its: MANAGER

COUNTY OF SAN LUIS OBISPO

By: Sylvia Compton
Chairperson of the Board of Supervisors

ATTEST:

WADE HORTON
Ex-Officio Clerk of the Board of Supervisors
By: Idina N. Christensen
Deputy Clerk
[Seal]

CALIFORNIA NOTARY ACKNOWLEDGEMENT

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 December 15, 2020 before me, TAna Christiansen, Deputy Clerk
(Insert the name and title of the officer)

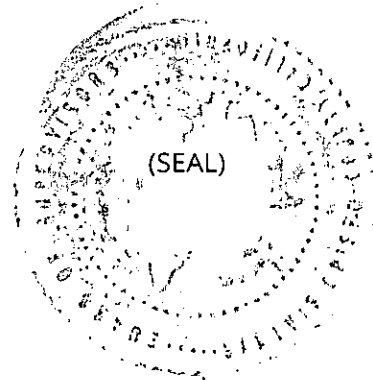
personally appeared Lynn Compton who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

WADE HORTON
Ex-Officio Clerk of the Board of Supervisors

Signature *TAna Christiansen*
Deputy Clerk



APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: 
Deputy County Counsel

Dated: 10.7.20

LEGAL DESCRIPTION APPROVED AS TO FORM:

EDWARD M. READING
County Surveyor

By: 

Dated: October 7, 2020

[NOTE: This Ag Open-Space Agreement will be recorded. All signatures to this agreement must be acknowledged by a notary.

EXHIBIT A
LEGAL DESCRIPTION OF OWNER'S PROPERTY

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

Lots 1-14 of Tract 2429, in the unincorporated area of the County of San Luis Obispo, State of California, according to the map recorded on 12/22, 2020 in Book 40, Page 83-96 of Maps, in the Office of County Recorder of said County

APN: 044-081-040

EXHIBIT B
LEGAL DESCRIPTION OF AG OPEN SPACE EASEMENT AREA

Lot 14 of Tract 2429, in the unincorporated area of the County of San Luis Obispo, State of California, according to the map recorded on 12/22, 2020 in Book 40, Page 83 of Maps, in the Office of County Recorder of said County

ACKNOWLEDGMENT

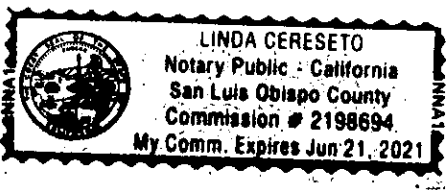
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On September 11, 2020, before me, Linda Cereseto, Notary Public, personally appeared John M. Wilson 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.



[SEAL]

Linda Cereseto, Notary Public