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When Recorded Mail to:

Land Conservancy of SLO
743 Pacific Street
San Luis Obispo, CA. 93401

Doc No: 1997-035631

Rec No: 00046124

Official Records
San Luis Obispo Co.
Julie L. Rodewald
Recorder
Jul 09, 1997
Time: 09:06

RF 52.00

[16]

TOTAL 52.00

918202-4mH

Document Title(s)

DEED OF CONSERVATION EASEMENT

FILED	PER PAID	EXEMPT	OUT OF STATE
54		52	

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 30 day of July, 1997, by V.J. Maino and Dr. Charles Runston Maino, Trustee of the Maino Family Trust, having an address at 1108 Garden Street, San Luis Obispo, CA 93401 ("Grantors"), in favor of the Land Conservancy of San Luis Obispo, a non-profit California corporation qualified to do business in California, having an address at 743 Pacific St., San Luis Obispo, CA 93401 ("Grantee").

WITNESSETH:

WHEREAS, Grantors are the sole owners in fee simple of certain real property in San Luis Obispo County, California, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, Property is legally subdivided as established by The Brizzolara Addition to the City of San Luis Obispo, as Map thereof recorded in Book A, Page 45 of maps in the office of the County Recorder of San Luis Obispo County; and the Linda Vista Addition to the City of San Luis Obispo recorded in Book 3, Page 5 in the maps of the County Recorder of San Luis Obispo County; said subdivisions collectively resulting in 194 parcels, and

WHEREAS, Property contains other parcels of land outside of these subdivisions; and

WHEREAS, Grantors intend to convey the development potential of all these parcels and its associated value to Grantee, and

WHEREAS, Property possesses natural, scenic, and open space values (collectively, "conservation values") of great importance to Grantors, the people of San Luis Obispo County, and the people of the State of California; and

WHEREAS, Property has conservation values that both Grantors and Grantee desire to protect for the public benefit; and

WHEREAS, Grantors intend to sell the underlying property to the City of San Luis Obispo ("City"), a municipal corporation and political subdivision of the State of California, and the City agrees that this Deed of Conservation Easement serves important municipal purposes; and

WHEREAS, specific conservation values of Property are documented in an inventory of relevant features of Property, dated June 30, 1997, on file at the offices of Grantee and attached hereto as Exhibit B and incorporated by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantors intend that the conservation values of Property be preserved and maintained by limiting the use of Property to the enjoyment of its open space values to passive recreation uses that include sight seeing, walking, hiking, outdoor education, research and similar activities; and

WHEREAS, Grantors further intend, as owners of Property, to convey to Grantee the right to preserve and protect the conservation values of Property in perpetuity; and

WHEREAS, Grantee is a publicly supported, tax-exempt non-profit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open space condition; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantors stated herein and to preserve and protect in perpetuity the conservation values of Property for the benefit of this generation and the generations to come;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of California and in particular Sections 815 and 816 of the Civil Code - Conservation Easements, Grantors hereby voluntarily grant and convey to the Grantee a Conservation Easement in gross in perpetuity over Property described in Exhibit A and referred to hereinafter as Property Area.

1. Purpose. It is the purpose of this Easement to assure that Property, subject to the limitations described herein, will be retained forever in its scenic and open space condition and to prevent any use of Property that will significantly impair or interfere with the conservation values of Property. Grantors intend that this Easement will confine the use of Property to such activities, including, without limitation, those involving passive recreation, education or research that are consistent with the purpose of this Easement.

2. Rights of Grantee. To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

(a) To preserve and protect the conservation values of Property.

(b) To enter upon Property at reasonable times in order to monitor Grantors' and Grantors' successors and assignees compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to

Conservation Easement between Vernon J. Maino & Charles R. Maino and the Land Conservancy of San Luis Obispo County

Grantors, and Grantee shall not unreasonably interfere with Grantors' use and quiet enjoyment of Property; and

- (c) To prevent any activity on or use of Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of Property that may be damaged by any inconsistent activity or use, pursuant to paragraph 6.
- (d) To place signage on Property, in conjunction with the City, which identify the land as being protected by this Conservation Easement dedicated by Vernon J. and Charles R. Maino.

3. Prohibited Uses. Any activity on or use of Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited;

- (a) Subdivision for purposes of residential or industrial development,
- (b) Industrial, commercial, or residential uses,
- (c) Government buildings and uses except as may be necessary for activities related to the purpose of this Easement and activities defined as Reserved Rights such as the construction of pathways, and irrigation improvements.
- (d) Parking lots, storage areas or waste dumps of any kind, except as necessary to support Reserved Rights such as passive outdoor recreation, education, and research.
- (e) Coverage of land by asphalt, concrete, or other material that does not constitute a natural cover for the land, except as necessary for access to and maintenance of activities defined as Reserved Rights.
- (f) New buildings, structures, or other improvements, other than those described in the purpose of this Easement and necessary to support activities defined as Reserved Rights.
- (g) Alteration of the land surface through grading or soil dumping or trenching, except as may be necessary for activities related to the purpose of this Easement and activities defined as Reserved Rights such as the construction of pathways, and irrigation improvements.

- (h) Surface mineral development or mining.
- (i) Advertising signs or billboards constructed for commercial purposes.
- (j) Cutting or removal of trees, shrubs, or other vegetation, except as necessary for fire protection, thinning, elimination of diseased growth, restoration of native plant communities, passive recreation, education or research purposes.
- (k) Any use that would cause, increase or substantially add to the risk of erosion.
- (l) No dumping of any kind; trash, concrete, toxic materials, etc.
- (m) The construction of active recreational facilities such as baseball fields, football fields, or soccer fields and their associated bleachers facilities.

4. Reserved Rights. Grantors reserve to themselves, and to their personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of Property, including the right to engage in or permit or invite others to engage in all uses of Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

- (a) The right to undertake activities and improvements related to the passive use of Property for recreation, education and research. Passive recreation is intended to include activities such as hiking, biking, picnicking, and informal sport activities. Education includes using Property and constructing small facilities as necessary to support activities such as outdoor education for schools, and the construction of exhibits or facilities as necessary for self-guided nature trails. Research includes such activities as experimental plantings, exotic species removal, land restoration or educational scientific experiments.
- (b) The right to construct a small restroom facility and storage facility for the purpose of supporting recreation, education and research activities as well as the right to undertake minor grading as necessary to support these activities.
- (c) The construction and maintenance of signs as necessary to inform users of Property of its identity and regarding rules or activities that are acceptable on Property or provide educational information.

- (d) To maintain and enhance the habitat values of Property by conducting minor grading, planting, irrigation, and other activities as may be necessary to restore and enhance the natural resources present on Property or as may be restored to Property including animal and plant species; and
- (e) The right to restore damage to Property Area that may be caused by fire, flood, storm, earth movements, or acts beyond Grantors' control.
- (f) All water rights within Property Area. This includes the right to construct water extraction facilities and related distribution facilities. Water rights reserved include but are not limited to riparian, groundwater, and appropriated water rights within Property Area.
- (g) The right to undertake or approve any proposed restoration activities within Property Area, modification of restoration plans, and all activities necessary to carry out the restoration projects as granted under Paragraph 2.
- (h) The right to conduct agricultural practices provided that such practices are in accordance with accepted principles of natural resource management and recognize the multi-use nature of Property.

5. Grantee's Remedies. If Grantee determines that Grantors are in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of Property so injured. If Grantors fail to cure the violation within a thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30)-day period, fail to begin curing such violation within the thirty (30)-day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require restoration of Property to the condition that existed prior to any such injury. Without limiting Grantors' liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of Property, Grantee may pursue its remedies

under this paragraph without prior notice to Grantors or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantors agree that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

5.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantors, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Easement shall be borne by Grantors. If Grantors prevail in any action to enforce the terms of this Easement, Grantors' costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.

5.2 Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantors shall not be deemed or construed to be a waiver by Grantee of such term or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

5.3 Waiver of Certain Defenses. Grantors hereby waive any defense of laches, estoppel, or prescription.

5.4 Acts Beyond Grantors' Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to Property resulting from such causes.

6. Access. The general public may have access to all or a portion of Property, consistent with reasonable regulation concerning said access and permitted uses.

7. Costs and Liabilities. Grantors retain all responsibility and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of Property, including the maintenance of adequate comprehensive general liability insurance coverage.

Grantors shall keep Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantors.

7.1 Taxes. Grantors shall pay all taxes, assessments, fees, and charges of whatever description levied on or assessed against Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

7.2 Hold Harmless. Each party hereto agrees to hold harmless, indemnify and defend the other, its members, employees, agents, directors, officers, contractors and their heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with: (1) injury to or death of any person, or (2) physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about Property, unless proximately caused by the actions of any of the Indemnified Parties; and (3) the existence or administration of this Easement.

8. Extinguishment. If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction or prior claims, from any sale, exchange, or involuntary conversion of all or any portion of Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by California law at the time, in accordance with paragraph 8.1. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant.

8.1 Proceeds. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of paragraph 8, the parties stipulate to have a fair market value determined by multiplying the fair market value of Property unencumbered by Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of Easement at the time of this grant to the value of Property, without deduction for the value of Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1986, as amended. For the purposes of this paragraph, the ratio of the value of Easement to the value of Property unencumbered by Easement shall remain constant.

Conservation Easement between Vernon J. Maino & Charles R. Maino and the Land Conservancy of San Luis Obispo County

8.2 Condemnation. If Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

9. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under state statute (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes, which this grant is intended to advance, continue to be carried out.

10. Subsequent Transfers. Grantors agree to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of Property, including, without limitation, a leasehold interest. Grantors further agree to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

11. Estoppel Certificates. Upon request by Grantors, Grantee shall within twenty (20) days execute and deliver to grantors any document, including an estoppel certificate, which certifies Grantors' compliance with any obligation of Grantors contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantors.

12. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantors: Dr. Vernon J. Maino
 Dr. Charles R. Maino
 1108 Garden Street
 San Luis Obispo, CA 93401

To Grantee: The Land Conservancy of San Luis Obispo County
 743 Pacific
 San Luis Obispo, CA 93401

or to such other address as either party from time to time shall designate by written notice to the other.

13. Recordation. Grantee shall record this instrument in timely fashion in the official records of San Luis Obispo County, California, and may re-record it at any time as may be required to preserve its rights in this Easement.

14. Monitoring. Grantee shall monitor the compliance of Grantors their successors or assignees with the terms of this Easement on a regular basis; the terms and conditions to be at the discretion of Grantee or as required by applicable law.

15. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of California.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the Conservation Act of 1979. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to Easement and superseded all prior discussions, negotiations, understandings, or agreements relating to Easement, all of which are merged herein.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.

(f) Joint Obligation. The obligations imposed by this Easement upon Grantors shall be joint and several.

(g) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal

Conservation Easement between Vernon J. Maino & Charles R. Maino and the Land Conservancy of San Luis Obispo County

representatives, heirs, successors, and assigns and shall continue as a servitude running perpetually with Property.

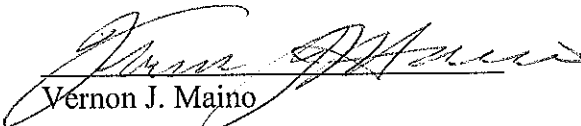
(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

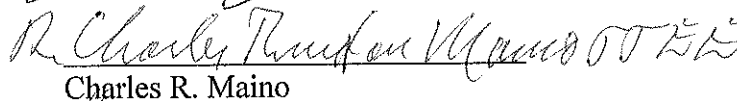
(i) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantors and Grantee have set their hands on the day and year first written above.

Grantors:


Vernon J. Maino


Charles R. Maino

Grantee:



Brad Schram

President, Land Conservancy of San Luis Obispo County

SCHEDULE OF EXHIBITS

- A. Legal Description of Property Subject to Easement
- B. Baseline Documentation



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EXHIBIT A

PARCEL 1: A Portion of 02-491-02 and all of 73-351-16

That portion of the North half of Section 34, Township 30 South, Range 12 East, Mount Diablo Meridian, partly in the City of San Luis Obispo, in the County of San Luis Obispo, State of California, according to the Official Plat of the survey of said land on file in the Bureau of Land Management, described as follows:

Beginning at the Northeast corner of the Northwest quarter of said Section 34; thence South $89^{\circ}45'$ West along the North line of said Section, 396 feet; thence South $24^{\circ}48'$ East, 1839.42 feet; thence North $83^{\circ}20'$ East, 133.3 feet; thence North $40^{\circ}28'$ East, 280.5 feet; thence South $50^{\circ}00'$ East, 1140.0 feet to a point in the center line of Stenner Creek; thence Northeasterly along the meandering center line of said creek to its intersection with the Southwesterly line of "Brizzolara Addition to the City of San Luis Obispo" as per Map recorded in Book A, Page 45 of maps; thence North $71^{\circ}30'$ West along said Southwesterly line of Brizzolara Addition, 538 feet, more or less, to the Southwesterly corner of Lot 6 of said Addition; thence Northerly along the Westerly line of said Addition, 877.66 feet, more or less, to the North line of said Section 34; thence South $89^{\circ}45'$ West along said North line of said Section, 1270 feet to the point of beginning.

EXCEPT THEREFROM all that portion thereof lying Easterly of the Westerly line of the California State Highway No. 101, as said Freeway existed as of January 1, 1956.

Said land is also shown upon a Map entitled "Linda Vista Addition to the City of San Luis Obispo" recorded in Book 3, Page 5 of Maps, in the office of the County Recorder of said County.

PARCEL 2: A portion of 02-491-02

That portion of Lots 3,4,5 and 6 of "Brizzolara Addition to the City of San Luis Obispo" in the City of San Luis Obispo, in the County of San Luis Obispo, State of California, as per Map thereof recorded in Book A, Page 45 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point on the Northerly boundary line of the land described in the Deed to Frank J. Cheda recorded in Book 116, Page 82 of Deeds, distant along said line North $83^{\circ}53'$ West, 216.61 feet from a point described in the above said Deed as "a Stake marked 'B2'"; thence (1) along said Northerly boundary line, North $83^{\circ}53'$ feet, 461.21 feet to the Northwesterly corner of said Parcel, said corner being that point described as Parcel 2 of said Deed as "a post marked



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"B12"; thence (2) along the Westerly boundary line of above said Parcel 2, said line being also the Westerly boundary line of said Brizzolara's Addition, South $0^{\circ}53'$ East, 118.14 feet to a point described in said parcel 2 as "a point marked 'B4'"; thence (3) along the Westerly boundary line of Parcel 1 of said Deed, said line being the said Westerly boundary line of Brizzolara's Addition, continuing South $0^{\circ}53'$ East, 805.20 feet to the Southwesterly corner of said Parcel 1 as "a stake marked 'B5'"; thence (4) along the Southerly boundary line of said parcel 1 and of said Addition, South $70^{\circ}53'$ East, 176.80 feet to a point on the course numbered "(9)" in the Deed to the State of California, from C.A. Maine, dated December 30, 1947 and recorded in Book 471, Page 209 of Official Records, distant along said course South $15^{\circ}09'$ West, 27.64 feet from the Northerly terminus thereof; thence (5) North $15^{\circ}09'$ East, 428.41 feet; thence (6) tangent to last said course along a curve to the right with a radius of 6,140 feet through an angle of $5^{\circ}04'48''$ for a distance of 544.39 feet to the point of beginning.

PARCEL 3: All of 02-272-03 and all of 73-351-13

That portion of the Southwest quarter of the Southeast quarter of Section 27, Township 30 South, Range 12 East, Mount Diablo Meridian, in the City of San Luis Obispo, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said land on file in the Bureau of Land management, described as follows:

Beginning at the Southwest corner of said Southwest quarter of the Southeast quarter; thence East along the South line of said Section, 975.00 feet; thence at right angles North 60.00 feet; thence Northwesterly in a direct line to a point in the West line of said Southwest quarter of the Southeast quarter that is distant thereon North 975.00 feet from the point of beginning; thence South along said West line of said Southwest quarter of the Southeast quarter, 975.00 feet to the point of beginning.

PARCEL 4: All of 02-272-08

That portion of Lots 2 and 3 of Brizzolara's Addition, in the City of San Luis Obispo, in the County of San Luis Obispo, State of California, according to the Map recorded November 1, 1879, in Book A, Page 45 of maps, in the office of the County Recorder of said County, described as follows:

Beginning at the Northwest corner of Lot 1 of Brizzolara's Addition; thence running along the North line of said Lot, South $89^{\circ}34'20''$ East, 724.44 feet to the most Westerly corner of the land described in the Deed to the State of California recorded July 26, 1952 in Book 667, Page 371 of Official Records; thence running along the Westerly line of the California State Highway No. 101, as it existed in April 1958, South $21^{\circ}30'49''$ West, 304.54 feet to the true point of beginning; thence continuing along said Westerly line, South $21^{\circ}30'49''$ West, 387.21 feet to



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the beginning of a curve to the left; thence continuing along said Westerly line on a curve to the left, with a radius of 6140 feet through an angle of $0^{\circ}08'12''$ for a distance of 14.64 feet to the Northeast corner of the land conveyed to C.A. Maino, et ux., by Deed recorded April 22, 1952 in Book 655, Page 29 of Official Records; thence running along the Northerly line of said land, North $83^{\circ}53'$ West, 460.43 feet to the West line of Lot 3; thence running along the west line of lot 3 and 2, North $0^{\circ}43'59''$ West, 329.48 feet to the Southwest corner of the land conveyed to Edison A. French, et ux., by Deed recorded June 6, 1958 in Book 943, Page 335 of Official Records; thence running along the South line of said land, South $89^{\circ}34'20''$ East, 609.12 feet to the true point of beginning.

Said land is also shown on Map recorded April 8, 1958 in Book 8, Page 103 of Records of Surveys.


$$\}SS$$

The Maino Property on San Luis Mountain

Baseline Documentation

Prepared for:

City of San Luis Obispo
990 Palm Street
San Luis Obispo, CA 93401-3249

(805) 781- 7170
FAX: (805) 781- 7109

June 30, 1997

Prepared by:
The Land Conservancy of San Luis Obispo County
P.O. Box 12206
San Luis Obispo, CA 93406

Land Conservancy of San Luis Obispo County

Memorandum

DATE: July 9, 1997

TO: Jim Maino

FROM: Ray Belknap 

RE: EASEMENT

CC Neil Havlik

Enclosed please find:

1. Our letter of recognition as a 501 (c)(3).
2. A resolution from our Board of Trustees accepting the easement.
3. The Baseline report referenced in the Easement.

Our President signed the Easement this morning at First American. They said they would have it to the Recorder's office by 1:00pm.

We will send you a copy of the recorded Easement when it is returned to us.

Internal Revenue Service

Department of the Treasury

District
Director

300 N. Los Angeles Street, MS 7043
Los Angeles, CA 90012

THE LAND CONSERVANCY OF
SAN LUIS OBISPO COUNTY
P.O. BOX 12206
SAN LUIS OBISPO, CA 93406-2206

Person to Contact: L. Barragan

Telephone Number: (213) 894-2336

Refer Reply to: EO (0304) 97

Date: March 10, 1997

EIN: 77-0039294

Dear Taxpayer:

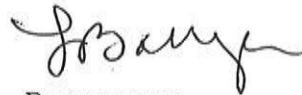
This letter is in response to your request for a copy of the determination letter for the above named organization.

Our records indicate this organization was recognized to be exempt from Federal Income Tax in OCTOBER 1984 as described in Internal Revenue Code Section 501(c)(3). It is further classified as an organization that is not a private foundation as defined in Section 509(a) of the Code, because it is an organization described in Section 170(b)(1)(A)(vi).

The exempt status for the determination letter issued in OCTOBER 1984 continues to be in effect.

If you need further assistance, please contact our office at the above address or telephone number.

Sincerely,



L. Barragan
Disclosure Assistant

**RESOLUTION
THE LAND CONSERVANCY OF SAN LUIS OBISPO**

Maino Easement

WHEREAS, the Land Conservancy of San Luis Obispo County is a private, non-profit land trust organized to preserve, protect and enhance the environmental, natural, wildlife habitat, scenic, recreational, historic and productive values of such lands; and

WHEREAS, V.J. Maino and Dr. Charles Runston Maino, Trustee of the Maino Family Trust are owners of fee property in San Luis Obispo County and these owners wish to gift a Conservation Easement over this land, and

WHEREAS, this land contains important conservation values to the residents of San Luis Obispo County;

RESOLVED, that the Board of Trustees of the Land Conservancy of San Luis Obispo County at its meeting of July 8, 1997, approved accepting the Conservation Easement and authorized the President to sign the Conservation Easement.

Signed:

July 8, 1997

A handwritten signature in cursive script, appearing to read "Brad Schram", written over a horizontal line.

Brad Schram, President of the Board of Trustees
The Land Conservancy of San Luis Obispo County

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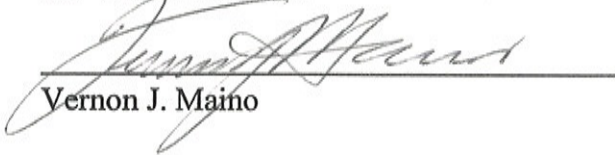
BASELINE DOCUMENTATION

The Maino Property on San Luis Mountain

ACKNOWLEDGMENT OF CONDITION


This document, including the attached photographs, and other exhibits and attachments, referenced as the Baseline Report within the Conservation Easement is an accurate representation of the Property at the time of the conservation easement grant.

Dr. Vernon J. Maino


Vernon J. Maino

Date: 7/8/97

Dr. Charles R. Maino


Charles R. Maino

Date: 7/8/97

Land Conservancy of San Luis Obispo County, Grantee


Ray Belknap, Executive Director

Date: Aug 8, 1997

BASELINE SUMMARY

Property Name: The Maino Property on San Luis Mountain
Property Owners: Dr. Vernon J. Maino and Dr. Charles R. Maino
Contact Person: Mr. James Maino
Phone Number: (805) 543-2240
Address: 1108 Garden Street Suite 211
San Luis Obispo, CA 93401

Easement Date: **Recorded Document No.:**

Assessors Parcel Numbers and Acreage:	002-272-003	4.822 ± acres
	002-272-008	4.35 ± acres
	002-491-002	45.44 ± acres
	073-351-013	6.772 ± acres
	073-351-016	<u>13.56 ± acres</u>
	Approximately 74.944 ± acres	

Zoning:

City Portion	C/OS-20 - Conservation Open Space - 20 acre minimum. C/OS-20-SP - Conservation Open Space Specific Plan - 20 acre minimum.
County Portion	Agriculture

Location: The Maino Property on San Luis Mountain (Cerro San Luis) is located at 1000 Fernandez Road, northwest of Marsh Street and Highway 101, San Luis Obispo, California.



General Location of the Maino Property on Cerro San Luis Obispo

INTRODUCTION

The purpose of this Baseline Report is to establish the existing conditions on the property specifically related to the purpose of the easement. If there is some concern, for example, at a future date that some proposed activity could be inconsistent with the conservation values of the easement, this Baseline Report provides a point of reference.

This report provides general background information on the property, as well as information on each of the resources collectively described as the conservation values of the property.

The conservation values of the easement are described in the intent section of the easement (within the "Whereas" clauses) and within the Purpose statement of the easement. The natural, scenic and open space values are collectively known as the conservation values.

The intent section, for example, refers generally to the "conservation values being preserved and maintained by limiting the use of the property to the enjoyment of its open space values to passive recreational uses that include sight seeing, walking, hiking, outdoor education, research and similar activities."

The purpose section of this easement is to assure that the property, subjected to the limitations described herein, will be retained forever in its scenic and open space condition and to prevent any use of the property that will significantly impair or interfere with the conservation values of the property. Grantors intend that this Easement will confine the use of the property to such activities, including, without limitation, those involving passive recreation, education or research that are consistent with the purpose of the Easement.

The following is a consolidated list of those resources as they are recognized and discussed in this Report.

1. The value of the property as open space.
2. The value of the property as a recreational asset to the residents of San Luis Obispo.
3. The scenic values of the property, particularly as seen from the surrounding community and Highway 101,
4. The existing agricultural uses which include cattle grazing.

SUMMARY OF SIGNIFICANCE

The Maino property is an important open space and visual resource for the residents of the City of San Luis Obispo. The property is adjacent to Highway 101 as you enter the City of San Luis Obispo, at the base of San Luis Mountain (Cerro San Luis). Cerro San Luis is one of seven volcanic plugs, with Morro Rock being the northernmost plug on the Central Coast. Cerro San Luis is one of the most visible of the volcanic plugs due to its close proximity to the City of San Luis Obispo, accessibility and visibility from Highway 101. Currently the residents of San Luis Obispo utilize the property for recreational purposes. The Easement specifies that the recreational aspects of the property will be maintained.

CONSERVATION PURPOSE

The purpose of the conservation easement is "to assure that the Property, subject to the limitations described herein, will be retained forever in its scenic and open space condition and to prevent any use of the property that will significantly impair or interfere with the conservation values of the Property." Grantors intend that this easement will confine the use of the Property to such activities, including, without limitation, those involving passive recreation, education, or research that are consistent with the purpose of the Easement. Use of the property is confined to agricultural uses and management and conservation of natural resources. Permitted and prohibited uses and practices are specified in the Conservation Easement.

PHYSICAL SETTING AND HYDROLOGY

The Maino property lies at northwest Marsh Street and Highway 101. The property is currently vacant, undeveloped land. The Maino property, located at the foothills of Cerro San Luis is a predominant visual attribute to the City of San Luis Obispo. The scenic quality of the property lies in the predominately visible portion of the property from Highway 101. This is recognized in the San Luis Obispo General Plan to the County that identifies the scenic quality of this area through its designation of the hillsides facing the city as a Sensitive Resource Area.

The site begins at its lowest elevations along Highway 101 at approximately 200 feet above sea level. Cerro San Luis serves as the western border of San Luis Valley. The base of Cerro San Luis is comprised of an alluvial fan and gradually blends into a step volcanic plug (Carpenter, 1928). The Maino property has several drainages that have carved out small to large gullies which traverse the site from its upper elevations downslope toward San Luis Creek. A large gully that serves as a drainage runs perpendicular to Highway 101, and traverses about half way up the site.

GEOLOGY AND SOILS

The Maino property is located on lower elevations of Cerro San Luis. Cerro San Luis is comprised mainly of igneous rock characteristic of volcanic necks and intrusive masses (Carpenter, 1928). At approximately 800 feet and above, the parent material is andesite granophyre which surfaced in the cretaceous period. These eruptive rocks are rich in iron and soda and poor in silica (Stose, 1904). Below the 800 foot line is a sedimentary parent material referred to as the San Luis formation, a sandstone conglomerate shale and contact metamorphic amphiboleschist (Stose, 1904).

There are three soil map units on the Maino property, according to the USDA Soil Survey map of San Luis Obispo County, Coastal Part (SCS, 1984). These map units are composed of Salinas silty clay loam, 2 to 9 percent slopes; Los Osos - Diablo complex, 30 to 50 percent slopes and Gazos - Lodo clay loam 30 to 50 percent slopes.

The Los Osos - Diablo complex is located on the steeper slopes of Cerro San Luis. This soil complex is about 40 percent Los Osos soil and 35 percent Diablo soil. The Diablo soil differs from the Los Osos soil by having a clay texture throughout and a deeper profile. The Los Osos soil is moderately deep and well drained. It formed in residual material weathered from sandstone and shale. Permeability of the Los Osos soil is slow, and the available water holding capacity is moderate. The surface runoff is rapid and the hazard of water erosion is high. The Diablo soil is deep and well drained. It formed in residual material weathered from sandstone, shale or mudstone. The permeability of the Diablo soil is slow and the available water holding capacity is moderate to very high. Surface runoff is rapid, and the hazard of water erosion is high. These soils are moderately suited to rangeland. The steep slopes, clay subsoil, and the loam surface layer increase the hazard of gully erosion. There is some evidence of erosion, on the upper slopes of the Maino property on the grasslands of the southeast portion of the property. There are some small gullies forming on this portion of the property.

The Salinas silty clay loam soil is a very deep, well drained, gently sloping and moderately sloping soil located on the alluvial fans and plains bordering San Luis Creek on the Maino property. It formed in alluvium weathered from sedimentary rocks. The permeability of the Salinas soil is moderately slow and the available water holding capacity is high to very high. The surface runoff is slow to medium and the hazard of water erosion is slight to moderate. The erosion hazard of this series increases as the slope increases throughout the site. This soil is well suited to rangeland. The silty clay loam surface horizon is subject to compaction.

The Gazos - Lodo clay loam complex is located on the foothills of Cerro San Luis. This complex is about 45 percent Gazos and 40 percent Lodo. The Lodo soil differs from Gazos soil with a much shallower profile and being excessively drained. The Gazos soil is moderately deep and well drained. It formed in residual material weathered from sandstone or shale. Permeability of the Gazos soil is moderately slow, and the available water holding capacity is low to moderate. Surface runoff is rapid, and the hazard of

water erosion is high. The Lodo soil is shallow and somewhat excessively drained. It formed in residual material weathered from red rock, sandstone, or shale. Permeability of the Lodo soil is moderate and the available water capacity is very low to low. The surface runoff is rapid and the hazard of water erosion is high. These soils are suited to rangeland. The clay loam surface layer is subject to sheet and gully erosion and soil compaction. Because the Lodo soil is shallower, the soil has a low available water holding capacity and lower plant productivity. The parent material under the Gazos and Lodo soils is harder and less susceptible to weathering than the underlying Los Osos soils. There is an existing gully, moderate in size at the southeast portion of the Maino property. This gully is actively eroding, but appears to be a natural drainage way for the property. There is some slight erosion adjacent to many of the cattle trails on the northwest portion of the property.

VEGETATION

A vegetation survey was conducted on the property by V.L. Holland in March of 1988 and by Pete Tomsovic, a student of Cal Poly in Spring of 1997. No rare or endangered species were found during either of the surveys completed by Holland or Tomsovic.

The natural vegetation of the subject property is complex but consists mostly of a mosaic of valley grassland and coastal scrub. The coastal scrub tends to occur on the steeper slopes and around rock outcrops where the soil is shallow and coarse textured. Valley grassland occurs on moderate slopes with finer textured soils. Vegetation along the drainages consists mostly of grassland and coastal scrub, but wetland species are found in places. The plant communities are well defined and distinct in some areas on the site but in other areas there are transitional areas where they overlap (Holland, V.L. 1988).

The natural vegetation has been modified along Highway 101 (near the property line) with the planting of a few introduced trees such as Eucalyptus globulus (blue gum), Schinus molle (California pepper) and others. In some places these trees have extended onto the project site, especially the California pepper which is found scattered in some of the grassland areas (Holland, V.L. 1988).

Coastal Scrub Community

The coastal scrub community is composed of a diversity of soft-wooded shrubs 3-6 feet in height. In some of the steeper portions of the hillside and around some of the rock outcrops, it forms a dense vegetational cover. In other areas the shrubs are not as dense and form a more open shrub land with a grassland understory.

The interesting aspect of the coastal scrub in this area is the presence of Opuntia ficus-indica (prickly pear) as the dominant in many of the stands. Other dominant and common shrubs associated with the prickly pear are Artemisia californica (California sagebrush), Salvia mellifera (black sage), Toxicodendron diversilobum (poison oak), Baccharis pilularis (coyote bush), Mimulus aurantiacus (bush monkey flower) and

Hazardia squarrosa (sawtooth godenbush). In some stands, there were even a few scattered coast live oaks (Quercus agrifolia). Understory species are those also common to the adjacent grasslands (Holland, V.L. 1988). Other species found in the coastal scrub are listed in Table 1.

Grassland

The grassland is dominated by annual, introduced species of grasses and forbs. However, the perennial, native bunch grasses, which dominated the grassland prior to Spanish settlement, are found sporadically on the hillsides. Historically, the changes in the composition of the grassland in this area are mostly a function of the introduction and invasion of alien plant species and changes in the kinds of animals (especially grazing livestock) and their grazing patterns (Holland, V.L. 1988).

Grassland occurs on and at the base of gently sloping hillsides where finer textured soils tend to develop. It intergrades with coastal scrub on xeric, steep slopes and with coastal live oak woodland on upper, mesic slopes of San Luis Mountain. Many of the grassland species occur as understory species in the other communities (Holland, V.L. 1988).

Some of the grassland areas have become so heavily used by livestock that aggressive, weedy species have become common. There are also grassland areas that have scattered shrubs such as California sagebrush, prickly pear and coastal golden bush. However, much of the grassland area is dominated by non-native species characteristic of other central coast valley grasslands such as Bromus mollis (soft chess brome), Bromus diandrus (ripgut brome), Bromus rubens (red brome), Avena fatua (wild oats), Avena barbata (slender wild oats), Hordeum leporinum (foxtail), Lolium multiflorum (wild rye), Vulpia myuros (fescue), and Erodium spp. (filaree) (Holland, V.L. 1988).

The drainages that traverse the site flow seasonally and had some running water during the on-site survey in March. These drainages are dominated mostly by herbaceous species and shrubs typical of the adjacent grassland and coastal scrub communities. However there were some species indicative of the wetland conditions found in the drainages such as Carex spp. (sedge), Juncus phaeocephalus (brown-headed rush), Polypogon nonspecialists (rabbitfoot grass), Rumex crispus (curley dock), Dipsacus fullonum (teasel), Distichlis spicata (salt grass) and Geranium dissectum (wild geranium). The Maino property is currently being utilized for cattle grazing. Annual grasses and forbs are currently on the site (Holland, V.L. 1988).

Cactus Patch Community

In earlier studies (Holland, 1988) it was indicated that prickly pear had escaped from cultivation and established itself on lower slopes. Since this time, the patches have flourished within the grasslands and throughout some of the gullies and has completely dominated this area (Tomsovic, P., 1997). Here T. diversilobum and Baccharis pilularis were common in the community. Also found within this area are Rhamnus crocea (red berry), Rhamnus californica (coffeeberry), A. californica (California sagebrush), Hazardia squarosa (sawtooth goldenbush) and Mimulus aurantiacus (monkey flower) (Tomsovic,

P., 1997). Several Quercus agrifolia (coast live oak) were present in the upper elevations of the cactus patch community.

Coast Live Oak Woodland

The oak woodlands are dominated by Quercus agrifolia found almost exclusively on the north facing slopes. The woodlands occur in scattered pockets and small patches within the general range of coastal sage scrub and of chaparral, usually where conditions of soil and moisture are favorable. The coast live oaks extend up to the summit and are bordered at the lowest elevation by coastal scrub and grasslands (Tomsovic, P., 1997). Dominant species of this understory include Artemisia douglasiana (mugwort), Gastidium ventricosum (nit grass), Scrophularia californica (California figwort), and Pteridium aquilinum (Bracken Fern). The Oak Woodlands extend into some moist habitats associated with year round moisture and species such as Platanus racemosa (sycamore) and Populus trichocarpa (black cottonwood). However this area has not been considered a riparian zone because the coast live oak is still the dominant and other arboreal species are few and scattered in numbers (Tomosovic, P., 1997).

IMPROVEMENTS

Post and wire fences, a single pole powerline, a dirt road, and informal recreational trails are the only improvements on the property. The powerline traverses the property from north to south and is on an easement ten feet wide, granted in 1956 to a neighboring property owner. The post and wire fences line the perimeter of the property and the dirt road and informal recreational trails traverse the property from the entrance at Fernandez Road.

LAND USE

The Maino Property is under the jurisdiction of both the City and County of San Luis Obispo. There are 41 acres within the City of San Luis Obispo and 33.94± acres outside the City which is in the jurisdiction of the County of San Luis Obispo. The current land use is grazing. The future land use of the property is regulated by the easement. The potential uses listed below which would allow substantial development have been restricted by the easement.

City of San Luis Obispo Portion

The City's current general plan designates the subject property as Open Space. The zoning ordinance presently identifies much of the Maino property as Conservation Open Space C/OS-20, with a 20 acre minimum lot size. The southeast tip of the property is zoned C/OS-20-SP. This is interim Open Space Specification Plan zoning. In this designation certain types of development are allowed pending a development review by the City of San Luis Obispo. An irregular line separates these two open space areas. A very irregular line represents the 15% slope line. Property below the 15% slope line is within the C/OS-20-SP, whereas property above the 15% line is within C/OS-20.

County of San Luis Obispo Portion

The west portion of this property is located within the County of San Luis Obispo jurisdiction. This portion of the property is zoned as Agriculture. The Agriculture designation allows agricultural uses on the property and construction of a single family residence. The property also features combining designations, or overlay zones, including a Sensitive Resource Area (SRA) and Geologic Study Area (GSA) overlays. These overlays would impose certain restrictions on the property, if the property were proposed for development.

The SRA designation imposes restrictions on sensitive lands with highly scenic backdrops and natural landscape. The GSA overlay imposed restrictions on hillside areas which are subject to high landslide risk potential, as identified in the Seismic Safety Element.

REFERENCES

Carpenter, Eugene J. 1928. Soil survey of San Luis Obispo area, California. United States Department of Agriculture; Bureau of Chemistry and Soils. Washington D.C.

Hickman, J.C. (ed.). 1993. The Jepson Manual; Higher Plants of California. University of California Press, Berkeley, California. 1,400 p.

Holland, V.L., 1988. Botanical Survey of Cerro San Luis Specific Plan (northerly portion). San Luis Obispo, California.

Schenberger, Taylor, McCormick and Jecker Inc. 1996. Appraisal report for the Maino Property on San Luis Mountain. Encumbering 74.94 \pm acres at 1000 Fernandez Road, San Luis Obispo, CA . Prepared for Dr. Neil Havlick, City of San Luis Obispo. 150 p.

Stose, George W. 1904. Geologic Atlas of the U.S. San Luis folio. CA. #101. U.S. Geologic Survey.

Tomosovic, Pete. 1997. Botanical Study of Cerro San Luis. Senior Project. California Polytechnic State University.

USDA, Soil Conservation Service. 1984. Soil Survey of San Luis Obispo County, California, Coastal Part. 265 p.

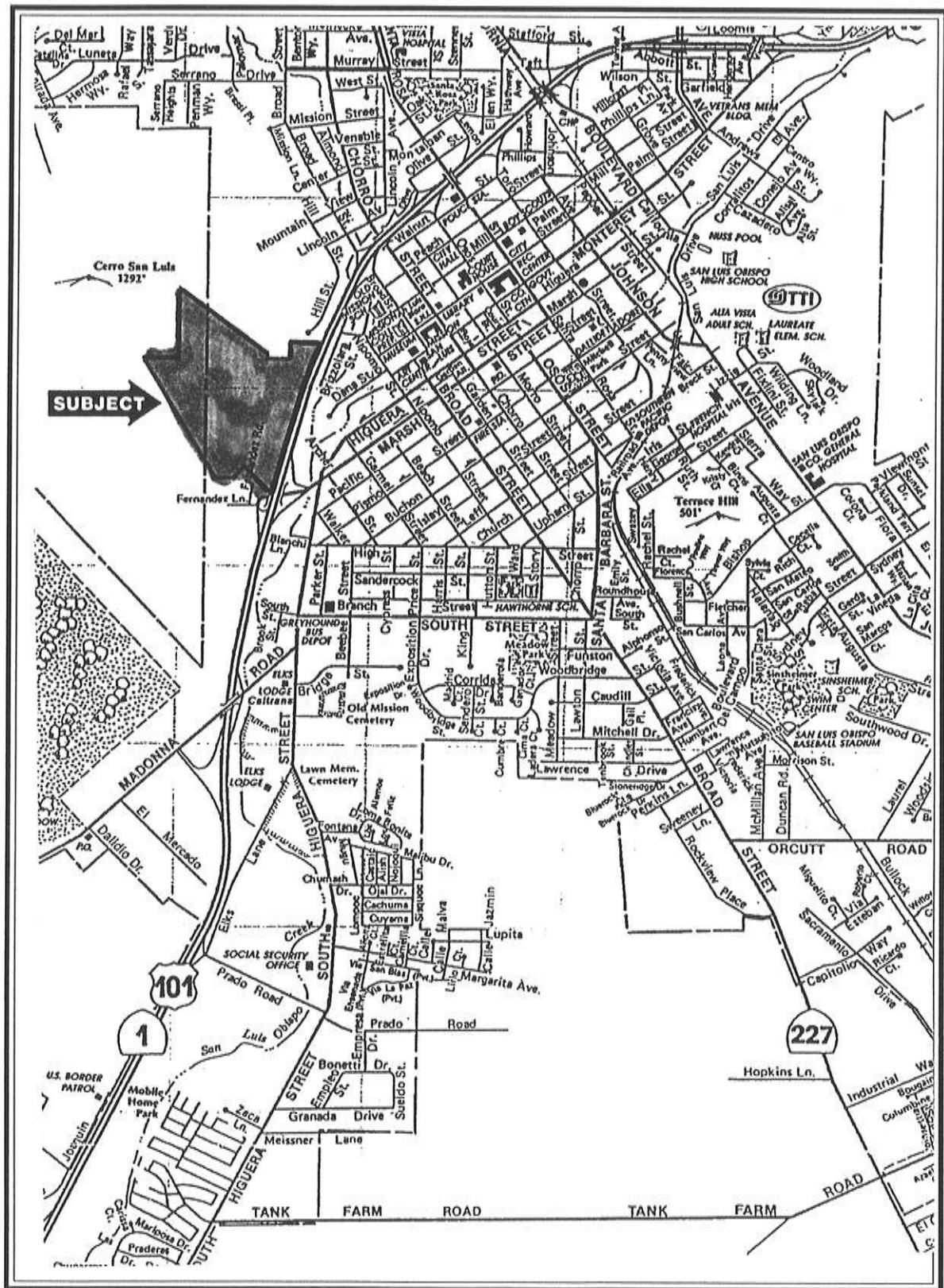
EXHIBITS 1-4

General Location Map

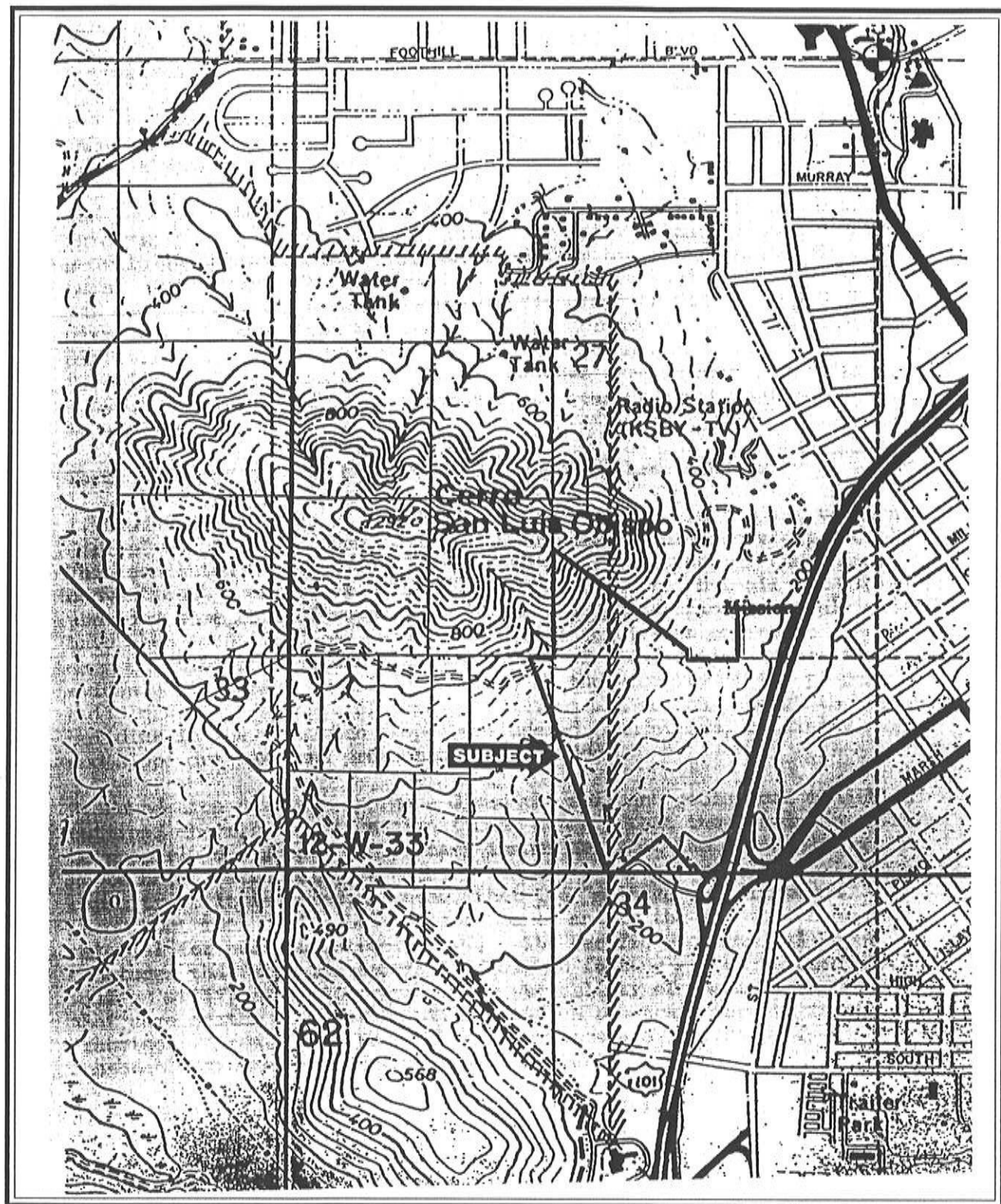
Topographic Map

Aerial Photograph

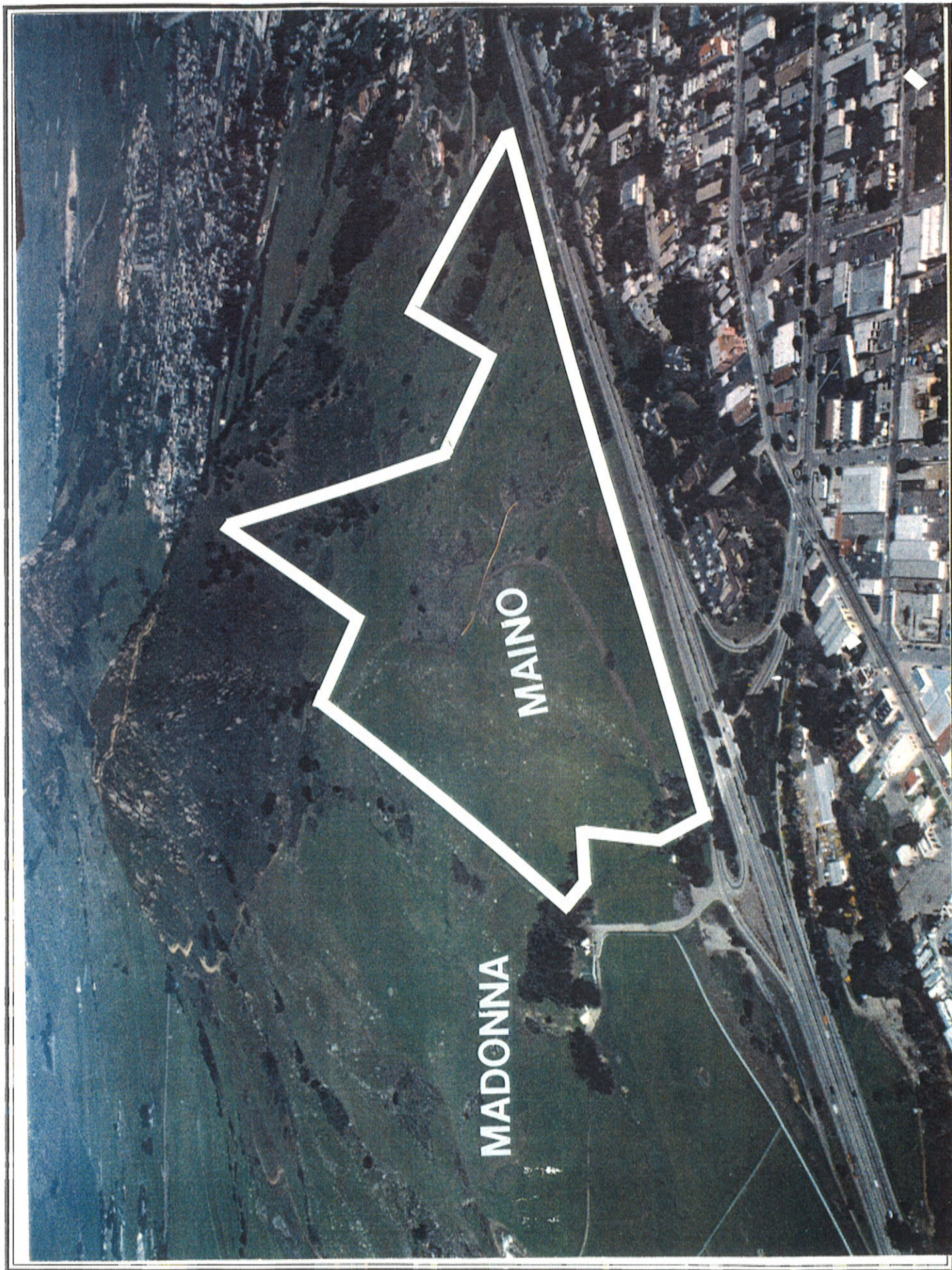
Property Photograph Record



Maino Property on Cerro San Luis Obispo



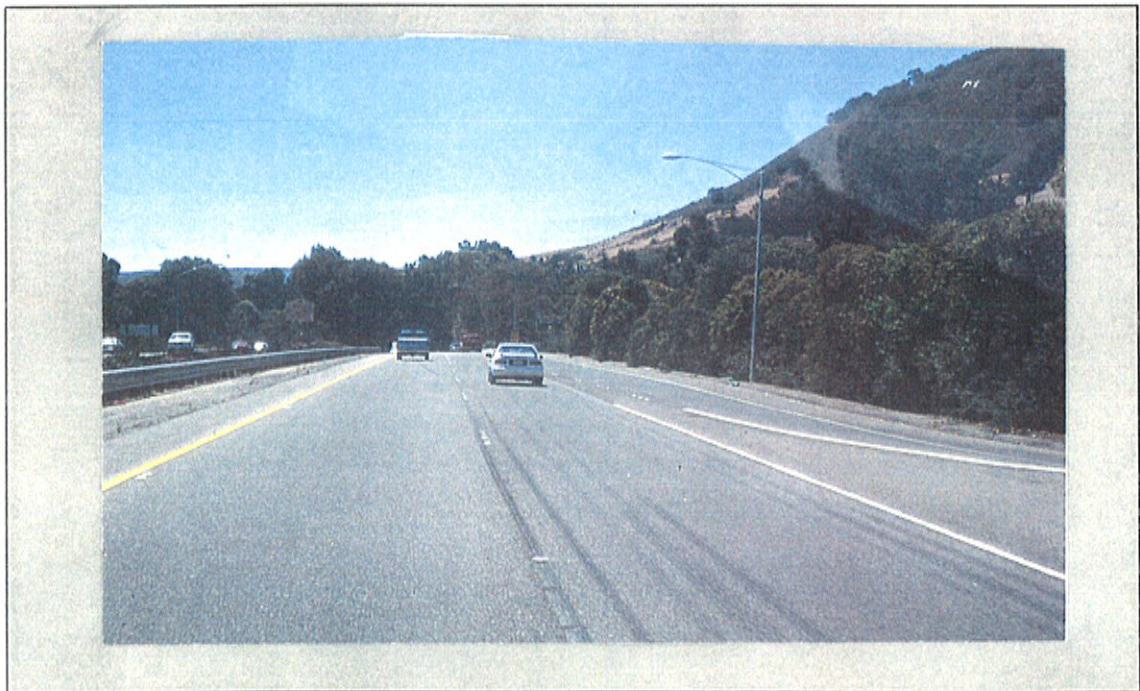
Topographic Map of the Maino Property on Cerro San Luis



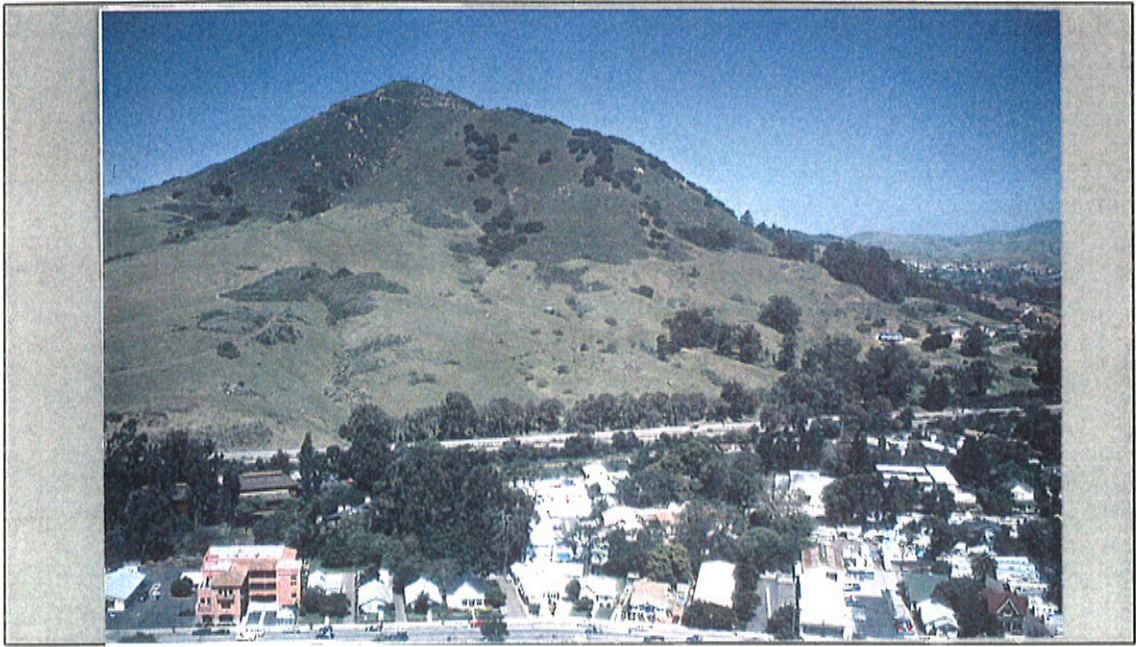
Photographic Record



Viewing North from Highway 101
(Note: Maino Property to far left of photograph)



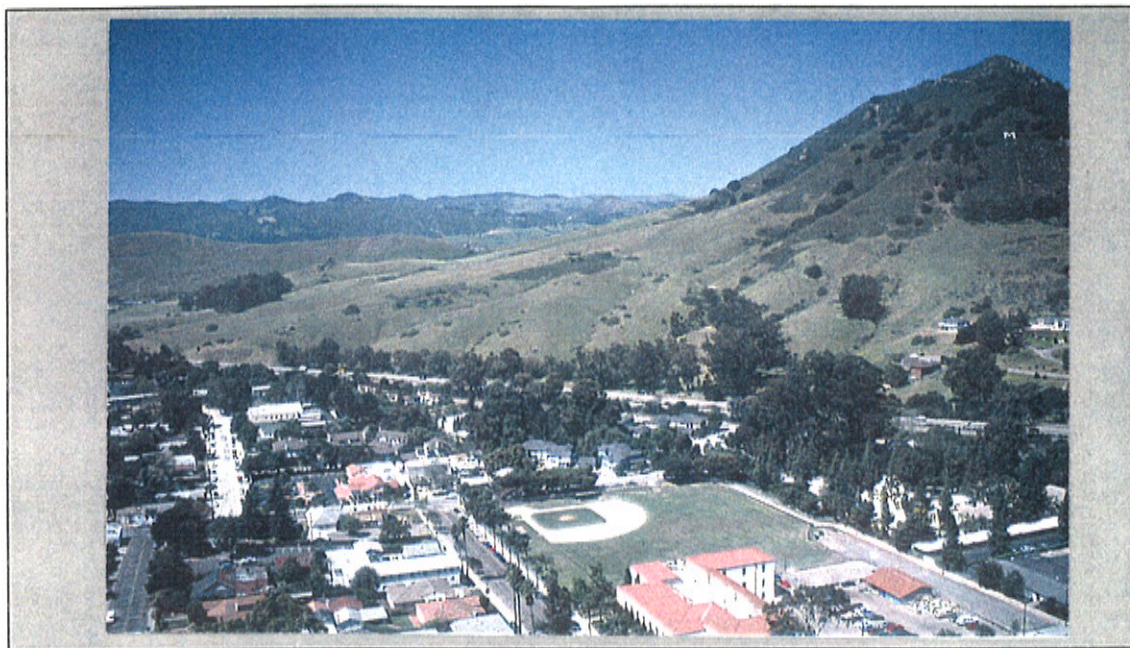
Viewing South from Highway 101
(Note: Cerro San Luis to right of Highway 101)



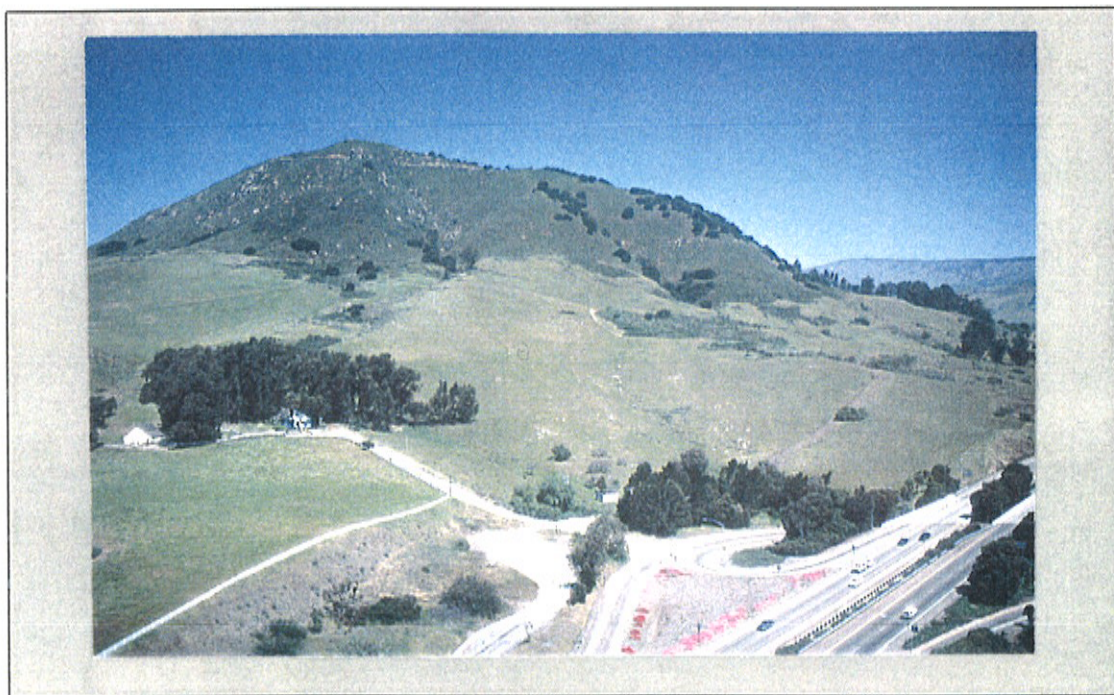
Viewing West from the City of San Luis Obispo



Viewing North over Madonna property
(Note: Maino property to far left of photograph)



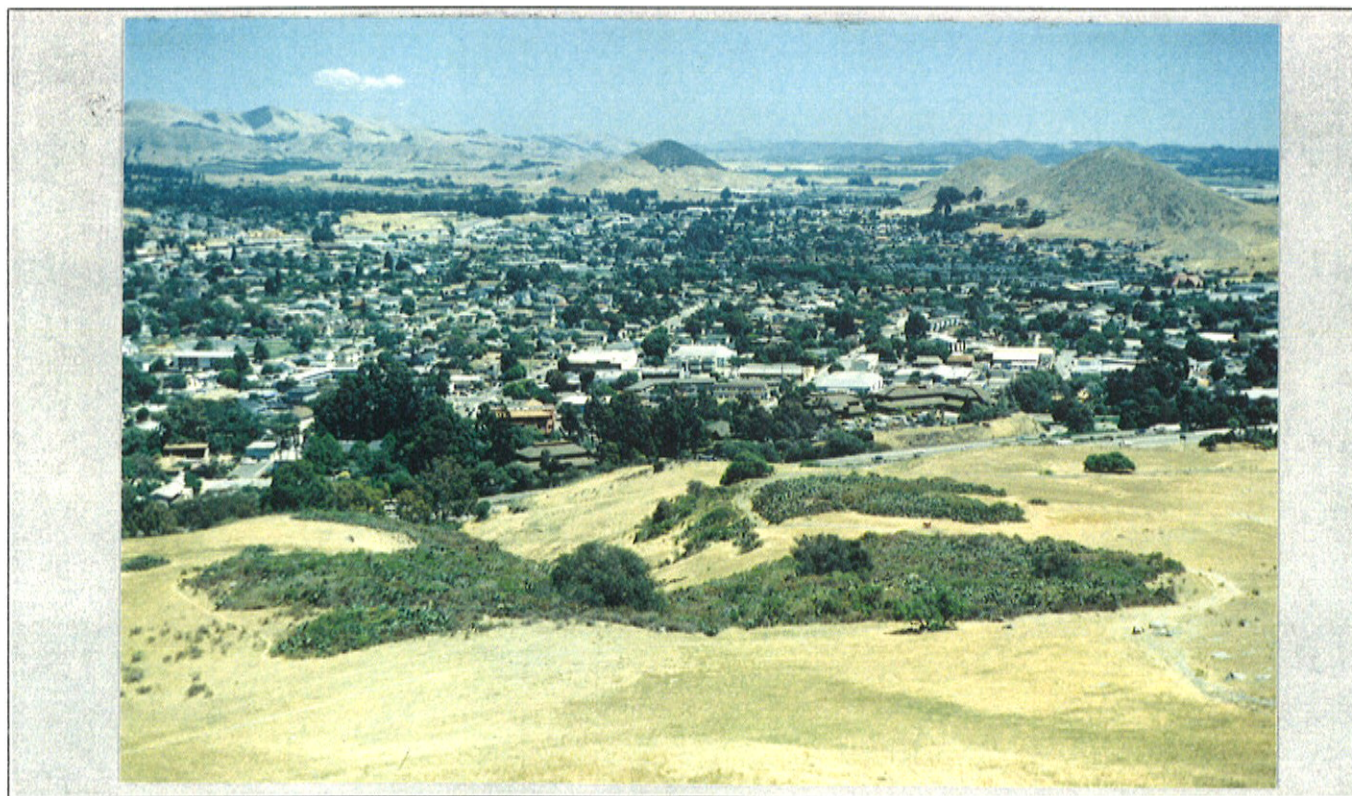
Viewing Southwest from the City of San Luis Obispo



Viewing Northwest Over Highway 101



Viewing West Toward Coastal Scrub and Oak Woodlands



Viewing Southeast Toward the City of San Luis Obispo



Viewing Northwest From Fernandez Road



Viewing West Across Foothills of Maino Property



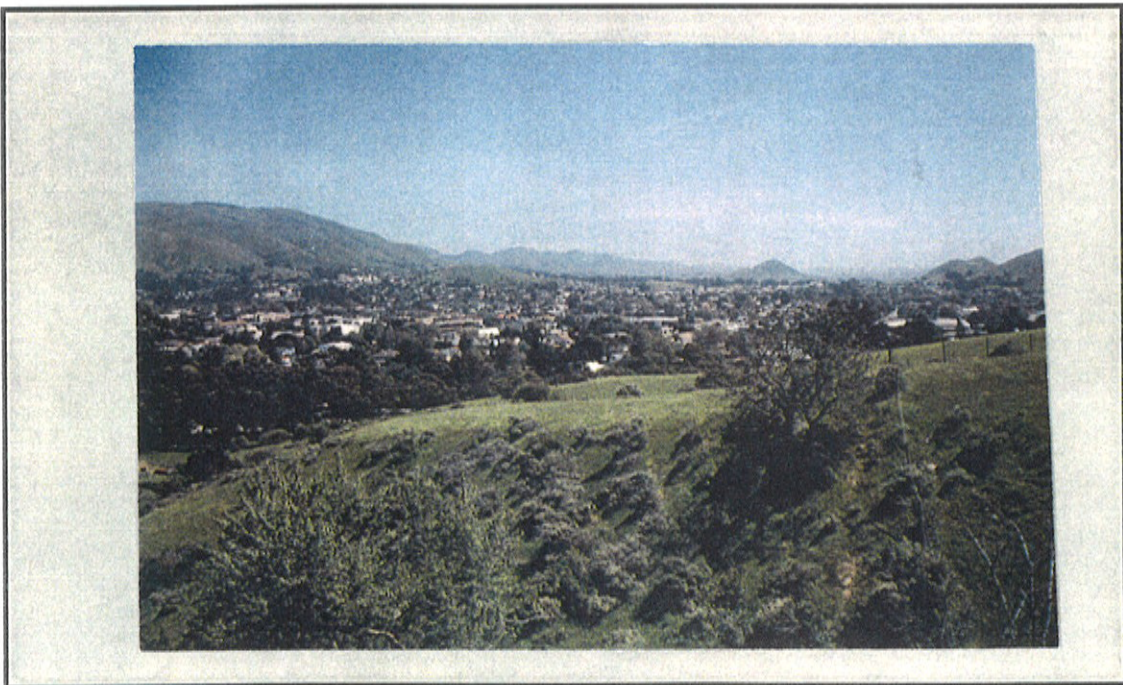
Viewing West Over Cactus Patch Community and Grasslands
Toward the Coastal Scrub on the Steeper Slopes of Property.



Viewing Southeast Toward the Southern Portion of Maino Property



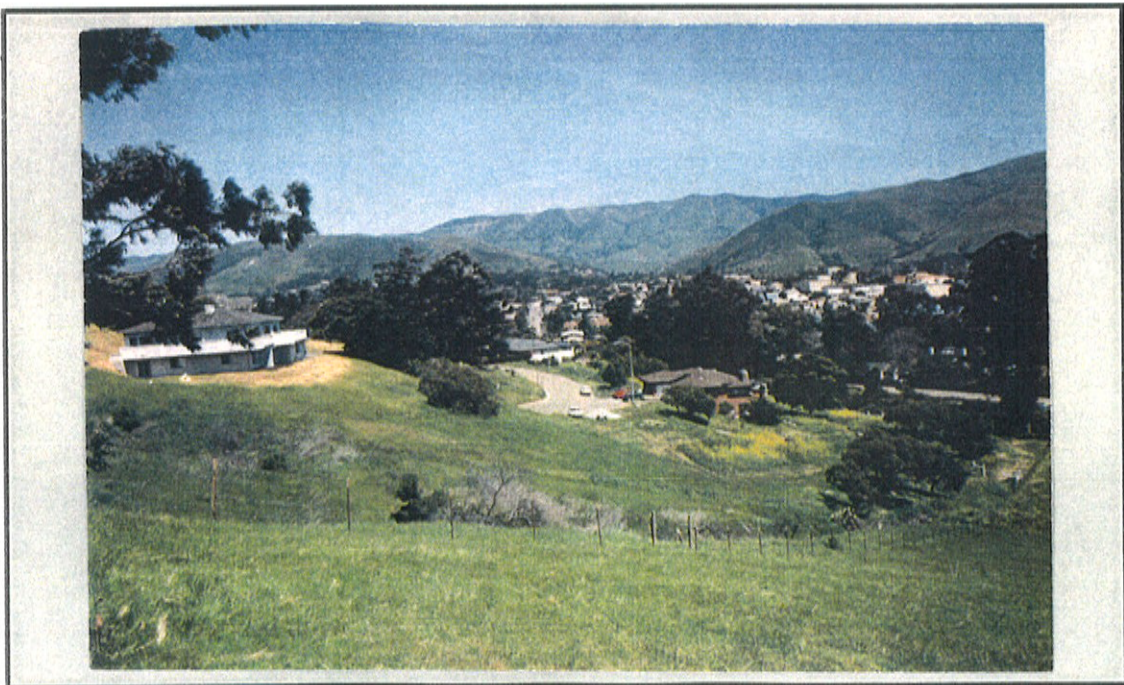
Viewing Northwest Toward Northwest Tip of Property



Viewing Southeast Over North Portion of Property



Viewing Northwest Along Northwest Property Line



Viewing North from Maino Property Toward Hill Street