



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo

On July 14, 2003 before me, Dori Datwyler, personally appeared Vern Hamilton,

☐ 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.

Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ Individual
☐ Corporate Officer

Title

- ☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

DESCRIPTION OF ATTACHED DOCUMENT

Deed Of Conservation Easement

Title or Type of Document

14

Number of Pages

April 24, 2003

Date of Document

Absent Signer (Principal) is Representing:

Signer(s) Other Than Name(s) Above

DEED OF CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT DEED dated April 24, 2003 for reference purposes (hereinafter referred to as this "Easement") is made by and between Cambria Community Service District (or "Grantor") with an address of P. O. Box 65 Cambria, CA 93428 and North Coast Small Wilderness Area Preservation ("NCSWAP" or "Grantee"), a California nonprofit public benefit corporation with an address of P.O. Box 1664, Cambria, CA 93428. Grantor and Grantee may be collectively referred to as the "Parties" herein below.

WITNESSETH:

A. WHEREAS, Grantor is the sole owner in fee simple of certain real property commonly referred to as East West Ranch, containing approximately 420 acres in San Luis Obispo County, California, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

B. WHEREAS, Grantor acquired the Property, in part with a grant from the State Coastal Conservancy ("SCC"), an agency of the State of California, and as a condition of use of said grant, Grantor recorded against the Property an instrument entitled "Declaration of Covenants, Conditions, and Restrictions" ("CC&Rs") dated for reference purposes May 2, 2001, which instrument was recorded in the Official Records of San Luis Obispo County on May 8, 2001, as Instrument No. 2001-031712. The SCC CC&Rs contain provisions, which, among other things, allow public access and restrict the use and development of the Property. For purposes of clarifying and reaffirming the purposes and restrictions contained in Instrument No. 2001-031712, Grantor recorded against the property a second Declaration of CC&Rs, dated for reference purposes July 2, 2001, which instrument was recorded in the Official Records of San Luis Obispo County on July 3, 2001 as Instrument No. 2001-048679. Grantor acquired property also with certain funds allocated from the State of California, acting by and through the California Department of Transportation (Caltrans) as provided in Section 133 (d)(2) of the U.S. Code Annotated Title 23 for the public purposes of resource enhancement and public access and for purposes of transportation enhancement activities ("Permitted TEA Activities") within a "Viewshed Corridor." A Declaration of CC&Rs dated November 16, 2000, for reference purposes, was made by Cambria Community Services District in San Luis Obispo County, which instrument was recorded in the Official Records of San Luis Obispo County on November 16, 2000, as Instrument No. 2000-067846; and

C. WHEREAS, on November 6, 2000, Grantor entered into a Memorandum of Understanding with the SCC and the American Land Conservancy ("ALC"), a non-profit benefit corporation for purposes of providing interim public access and resource management until the time of development and adoption of the Resource Management Plan and companion conservation easement. Grantor recorded said MOU in the official records of the County of San Luis Obispo on November 16, 2000 as Instrument No. 2000-067847; and

D. WHEREAS, Grantor intends to protect the natural resource values of the Property, and

E. WHEREAS, the Property possesses unique and valuable qualities ("the Conservation Values") of great importance to Grantor, the people of the community of Cambria, the people of San Luis Obispo County, and the people of the State of California. These Conservation Values include, but are not limited to, the scenic beauty of the Property and its undeveloped open space, which is important to the spiritual sustenance, well being, and fullest human experience of people young and old, both in the present and future generations; and

F. WHEREAS, the Property possesses certain natural features ("the Natural Resource Values") including coastal riparian areas, oak and pine woodlands, wetlands, and critical habitat for several Federally and State listed threatened or endangered species, and Federally listed species of concern. These natural resource values have been recognized by the State of California, which coastline has been recognized by the enactment of the Federal Coastal Zone Management Act of 1972 and the California Coastal Act of 1976, and the certification of the San Luis Obispo County Local Coastal Program in 1987 by the California Coastal Commission; and

G. WHEREAS, both Grantor and Grantee desire to protect the Property's Conservation Values and Natural Resource Values for the public benefit; and

H. WHEREAS, Grantor intends that the Conservation and Natural Resource Values of Property be preserved and maintained by limiting the use of Property for the enjoyment of its open space values to passive recreation uses that include sight seeing, walking, biking, and similar activities, with the exception of the Community Park Area more particularly described in Exhibit B and the Cell Tower Area more particularly described in Exhibit C; and

I. WHEREAS, Grantor further intends, as owners of the Property, to convey to Grantee the right to preserve and protect the Conservation and Natural Resource Values of Property in perpetuity; and

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

K. WHEREAS, Grantee agrees by accepting this Easement to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation and Natural Resource 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, Grantor hereby voluntarily grants and conveys to the Grantee a Conservation Easement in gross in perpetuity over Property described in Exhibit A and referred to hereinafter as Property.

1. Purpose.

- a. It is the purpose of this Easement to assure that the Conservation and Natural Resource Values of the Property be preserved and/or restored and to prevent any use of and activity on the Property that will impair or interfere with these Resource Values or which otherwise is inconsistent with the terms and conditions of this Easement.
- b. While the preservation and restoration of the Resource Values of the Property is the overriding purpose of this Easement, Grantor and Grantee acknowledge that future levels of public use of the Property may increase over historic levels. It is the purpose of this Easement to accommodate public access to the extent and in the manner set forth in Exhibit D, Public Access and Natural Resources Management Plan ("the Management Plan"), adopted by Grantor on April 24, 2003, and as it may be amended from time to time pursuant to the provisions contained in Paragraph 4.1 below, consistent with the preservation and/or restoration of the other resource values.

2. Baseline Inventory.

The current location, characteristics and status of the natural and scenic features of the property have been recorded in a document ("Baseline Inventory") dated April 2003 on file at the offices of Grantor, Grantee and SCC and incorporated herein by reference. This Baseline Inventory shall serve as the primary reference document for the purpose of monitoring compliance with the terms of this Easement. The Baseline Inventory consists of photographs, and other documentation that the parties agree provide, collectively, an accurate representation of Property at the time of this Easement and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement; and

Other site elements and natural resources of the Property are documented in a report dated March 2002, on file at the offices of Grantor, Grantee and SCC ("the Resource Inventory and Constraints Analysis"), which provides an extensive technical analysis of the biological and physical conditions on the property and may be used to supplement the information contained in the Baseline Inventory for the purpose of monitoring compliance with the terms of this Easement.

3. Rights of Grantee.

To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement, pursuant to the provisions of Paragraph 7 below:

- a. To monitor the preservation and protection of the Resource Values of the Property.
- b. To preserve and protect the conservation values of Property.
- c. To enter upon the Property in order to monitor Grantor's and Grantor's successors' and assignees' compliance with and otherwise enforce the terms of this Easement.
- d. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and the Management Plan, 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 7.

3.1 Notice and Grantee Concurrence.

Prior to undertaking certain permitted activities specified below, ("Concurrence Activities"), Grantor shall provide notice and obtain concurrence from Grantee as provided in this paragraph.

- a. Notice of Intention to Undertake Concurrence Activities: The purpose of requiring Grantor to notify Grantee prior to undertaking certain Concurrence Activities is to afford Grantee adequate opportunity to determine whether the proposed activities in question are consistent or inconsistent with the Purpose of this Easement and the Management Plan. Whenever notice is required, Grantor shall notify Grantee in writing not less than forty-five (45) days prior to the date Grantor intends to undertake the proposed activity in question. The written notice shall be delivered by certified letter to ensure established notice of delivery. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with this Easement.
- b. Grantee's Concurrence: Where Grantee's concurrence is required, Grantee shall provide or deny its concurrence in writing within forty-five (45) days of receipt of Grantor's written request therefore; Grantee's failure to respond within the forty-five (45) day review period shall be deemed to be Grantee's concurrence that the activity in question is

consistent with the terms of the Easement. Grantee's concurrence may be denied only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with this Easement. Should Grantee deny concurrence, Grantee shall, within sixty (60) days of Grantee's denial, initiate the dispute resolution process provided for in Paragraph 7, otherwise Grantor shall be entitled to proceed with the proposed activity in question. In situations where a proposed activity has been specifically described, including nature, scope, location, and design in the Management Plan and has been previously reviewed and has received concurrence pursuant to this paragraph, Grantor shall provide notice of proposed commencement of the specific activity pursuant to Paragraph 3.1(a) above, but shall not be required to again obtain Grantee's concurrence before proceeding with the specific activity.

c. **Concurrence Activities:** Activities for which prior concurrence is required include the following:

- i) Determination of the precise location of the Community Park to be located on portions of East Ranch parcels 15, 17 and 18. Such Park shall not exceed 30 acres in total size.
- ii) Any activity for which a permit or approval from a third party regulatory agency is required.
- iii) Creation of new or additional trails or similar improvements not previously identified in the Management Plan or other prior agreement.
- iv) Permanent closure or abandonment of an established trail.
- v) Projects requiring the importation or removal of more than 50 yards of material for any single purpose, except trail surface maintenance projects.
- vi) Development of areas to provide seating or to otherwise facilitate gathering of more than 25 persons.
- vii) Fire prevention projects as described in Exhibit G.
- viii) Any activity that requires Mitigation in the initial study and mitigated Negative Declaration (Exhibit H).
- ix) Except as noted above, any activity, project or program included in the approved management plan will not require prior notification and concurrence.

3.2 **Assignment of Grantee's Interest.** Grantee shall assign this Easement only to another "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code of 1954, as amended, or any successor provision, and which is authorized to acquire and hold conservation easements under California law. Any such assignment shall be subject to the prior review and approval of Grantor and SCC, provided that such approval shall not be unreasonably delayed or withheld.

4. Rights of Grantor. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its 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 and the Management Plan.

- 4.1 Future Planning Efforts. Grantor has prepared a Management Plan for the Property, adopted by Grantee on April 24, 2003 and incorporated herein as Exhibit D. The Management Plan identifies all improvements on the land and management practices that will ensure the Conservation and Natural Resource Values are preserved and/or restored. Grantor, or its successor or assignee, shall be permitted to amend the Management Plan provided that these amendments are consistent with the provisions of this Easement. Prior to formal adoption of any amendments to the Management Plan, Grantor shall hold public meetings in the community of Cambria and obtain the concurrence of Grantee, pursuant to Paragraph 3.1(b) above, and SCC.

5. Permitted Uses and Activities.

Grantor accepts and reserves for itself, and for its successors and assignees, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite the public to engage in all uses and activities consistent with this Easement and the Management Plan. Without limiting the generality of the foregoing, the following enumerated uses and activities are permitted under this Easement, provided that they are undertaken in a manner consistent with the terms, conditions and spirit of this Easement and that all applicable governmental approvals and permits are properly obtained:

- a. All those permitted uses and activities as described in Exhibit E, attached hereto and incorporated herein by reference.
- b. Administration of appropriate resource management, public access, interpretation and public safety programs as described in the Management Plan, to ensure that the Conservation and Natural Resource Values are protected and that the public can experience a safe and enjoyable use of the Property.
- c. Activities to restore the Natural Resource Values on the property to the extent and in the manner permitted in the Management Plan adopted for the Property.
- d. Public access to the Property for passive recreational, educational, and scientific uses and activities, to the extent and in the manner permitted in the Management Plan.
- e. If consistent with this Easement and reasonably necessary for appropriate use of the Property by the public, and then to the extent and in the manner

permitted by the Management Plan, the installation and maintenance of those minimum support facilities necessary to accommodate passive recreational uses for the public's enjoyment and to protect public health and safety. Such minimum support facilities shall to the maximum extent practical be located outside of the Highway 1 viewshed; site paving with impervious materials shall not be permitted unless required for compliance with the Americans with Disabilities Act (ADA) and any successor statutes thereto or otherwise required by law for public safety.

- f. Erection or placement of signs on the Property as required by the SCC or CalTrans pursuant to conditions associated with the grant of funds for acquisition of the Property and are consistent with the Management Plan.
- g. The creation, improvement or alteration of trails and paths necessary or beneficial for public use of the Property to the extent and in the manner permitted in the Management Plan.
- h. Activities undertaken to address emergency conditions or situations, including fire management measures, and flood and drainage control measures as are reasonably necessary and appropriate under the circumstances and which are required to be performed by an agency with jurisdiction over the Property.
- i. Maintenance and repair of existing utility lines and structures located in or under the Property pursuant to an existing recorded easement, map or other legal instrument, and the undergrounding of said lines and structures as appropriate.
- j. Testing, recovery and stabilization of archaeological, historical, and cultural resources and artifacts; and management activities necessary for their protection and interpretation.
- k. Actions not prohibited in Paragraph 6 below taken to carry out applicable federal, state, or local government-mandated measures to protect public health and safety or to protect the environment, which actions shall be carried out in a manner consistent with the intent and terms of this Easement.
- l. Construction of a telecommunications tower on the Cell Tower Area, more particularly described in Exhibit C, in a manner permitted in the Management Plan.
- m. Preparation of plans and construction of improvements consistent with active recreational uses in the Community Park Area.
- n. Provided the same are consistent with this Easement and not prohibited by Paragraph 6, those additional uses and activities that may be provided for under the Management Plan.

- o. Amendment of the Management Plan, pursuant to the provisions contained in Paragraph 4.1 above.

6. Prohibited Uses.

The following uses and activities are deemed inconsistent with this Easement and therefore are expressly prohibited on the Property:

- a. All those prohibited uses and activities as described in Exhibit F, attached hereto and incorporated herein by reference.
- b. The use or lease of the Property for residential, commercial, retail, industrial or mining purposes. The establishment of any for-profit or non-profit visitor-serving commercial or retail uses, including without limitation, commercial recreational uses. The construction, placement, or erection of any advertising signs or billboards.
- c. The following uses or activities which are prohibited under the SCC Declaration of CC&Rs: No development rights or credits that are or may become associated with the Property and any entitlements appurtenant thereto, shall be transferred or conveyed from any lot within the Property or off the Property to other lands. No restoration, enhancement or other management or manipulation of the natural ecosystem on the Property shall be used as mitigation for or to compensate for adverse changes to the environment elsewhere unless authorized by the Coastal Conservancy. The Property (including any portion of it or any interest in it) may not be used as security for any debt. The Property and all interests therein shall not be voluntarily conveyed to United States Government, or any agency, subdivision, or representative thereof.
- d. The use of motor vehicles on the Property, except for emergency vehicles and authorized vehicles as described in Exhibit E and the Management Plan.
- e. Any substantial, deleterious disturbance or change in the natural habitat on the Property documented in the Resource Inventory as "Protected Habitat," including planting of agricultural crops or the willful introduction or conversion of native vegetation to exotic or non-native species.
- f. Any exploration or extraction of oil, gas, minerals, hydrocarbons, soil, sands, gravel, or other material in, on or beneath the Property. Any grading, ditching, draining, filling, excavating, drilling, disposal, removal of topsoil, sand, gravel, rock, or minerals, or the disturbance of the surface or change in the topography of the Property, except to the extent strictly related to activities permitted under Exhibit E.

- g. Any transfer, sale or appropriation of water rights associated with the Property. Any exercise of the riparian or appropriative water rights associated with the Property for purposes inconsistent with the provisions of the Easement. Further, potable water uses shall be provided only from the CCSD municipal water supply, and not from wells or other sources located on the Property.

To assist in monitoring compliance with this paragraph, the Conservation and Natural Resource Values of the Property are documented in the Baseline Inventory.

- 7. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor 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 Grantor fails to cure the violation within 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 Grantor's liability therefore, 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 Grantor 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 Grantor agrees 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.

- 7.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.
- 7.2 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 Grantor 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 Grantor shall impair such right or remedy or be construed as a waiver.
- 7.3 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.
- 7.4 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to Property resulting from such cases.
8. Access. The general public shall have access to the Property, consistent with reasonable regulation concerning said access, permitted uses and the Management Plan.
9. Costs and Liabilities. Grantor retains 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. Grantor shall keep Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.
- 9.1 Taxes. Grantor 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.

- 9.2 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 caused by the act or omission of that party.
10. 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.
11. 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). Any such assignment shall be subject to the prior review and written approval of Grantor and SCC, provided that such approval shall not be unreasonably delayed or withheld. As a condition of such transfer, Grantee shall require that the conservation purposes, which this Easement is intended to advance, continue to be carried out.
11. Subsequent Transfers. Grantor agrees 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. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least sixty (60) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.
12. Estoppel Certificates. Upon request by Grantor, Grantee shall within sixty (60) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.
13. 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 Grantor: Cambria Community Service District



To Grantee: North Coast Small Wilderness Area Preservation



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

14. 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.
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 Easement 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 circumstances, 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 supersedes all prior discussions, negotiations, understandings, or agreements related to Easement, all of which are merged herein.
 - f. 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 representatives, heirs, successors, and

assigns and shall continue as a servitude running perpetually with Property.

- g. 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.
- h. 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 Grantor and Grantee have set their hands on the day and year first written above.

Grantor:



Cambria Community Services District

Grantee:



Chair, North Coast Small Wilderness Area Preservation

SCHEDULE OF EXHIBITS (on file at CCSD office)

- Exhibit A: Property Description for Entire East West Ranch
- Exhibit B: Description of Community Park Area
- Exhibit C: Description of the Cell Tower Location
- Exhibit D: The Management Plan
- Exhibit E: Permitted Uses
- Exhibit F: Prohibited Uses
- Exhibit G: Fire Prevention
- Exhibit H: Initial Study and Mitigated Negative Declaration