



File No.: 13181

May 9, 2019

Via U.S. Mail, Certified (RRR)
and Email: (estrellaproject@horizonh2o.com)

Rob Peterson, CPUC
c/o Tom Engels
Horizon Water and Environment, LLC
266 Grand Avenue, Suite 210
Oakland, CA 94610

RE: SANTA YSABEL HOMEOWNERS ASSOCIATION
- *Estrella Substation and Paso Robles Area Reinforcement Project*
- Application No. A.17-01-023

Dear Mr. Peterson:

This firm serves as general legal counsel to Santa Ysabel Homeowners Association ("Association"). The purpose of this letter is to object, on behalf of the Association, to the Estrella Substation and Paso Robles Area Reinforcement Project (the "Project") as the Project is currently proposed to be executed.

I am advised that the proposed Project consist of two components: (1) the Estrella substation components; and (2) the power line components. The power line components have been widely criticized for, among other things, the potential aesthetic impact, potential hazards (including fire), potential decrease in property values, proposed power line route, potential noise, potential removal of oak trees, and potential impact on the bald eagle population in the area. The Association joins in those concerns as the Association believes these concerns to be valid.

In addition to concerns similar to the concerns of other interested parties, the Association believes that the Project, as currently proposed, would violate the terms of the Open-Space Agreement dated April 16, 2002 between the developer of the residential community which comprises the Association (and its successor, in particular the Association) and the County of San Luis Obispo ("Open-Space Agreement"). A copy of the Open-Space Agreement is attached for your review.

Pursuant to the terms of the Open-Space Agreement, the Association's developer granted to the County of San Luis Obispo an easement over certain real property owned by the developer which property would now be used for portions of the proposed Project. The easement does not grant the County the right to install substation components or power line components on, over or under the easement. The Open-Space Agreement specified that in entering into the agreement granting the easement to the County, "both Owner and County desire to preserve and conserve for the public benefit the great natural scenic beauty and existing openness, natural condition and present state of use of said

Rob Peterson

May 9, 2019

Page 2

property” and that “Owner is willing to grant to County the scenic use, as hereinafter expressed, of the land and thereby protect the present scenic beauty and existing openness of the Subject Property.” In short, the agreement granting the easement was very specific that the easement was only for “scenic use.” Further, the Open-Space Agreement provides that the preservation of the open space was designed to ensure a movement corridor for the San Joaquin kit fox and associated plant and animal species.

In view of the foregoing, we are of the opinion that the Open-Space Agreement requires both the Association and the County of San Luis Obispo to preserve the subject property in its natural, unimproved state and that the Project, as currently proposed, would violate the terms of the Open-Space Agreement, in particular by interfering with the “scenic beauty and existing openness” of the property and interfering with the movement corridor of the San Joaquin kit fox and associated plants and animals. Therefore, on behalf of the Association, we are objecting to the Project as currently proposed.

Very truly yours,

BEAUMONT TASHJIAN

Dictated but not read for efficiency

JEFFREY A. BEAUMONT, ESQ.

JAB/ec

cc: Board of Directors

Enclosure

Recorded at the request of
Cuesta Title Company

DOC#: **2002032479**

Titles: 2 Pages: **33**



Fees **0.00**
Taxes **0.00**
Others **0.00**
PAID **\$0.00**

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO
CO. CLERK

IN THE BOARD OF SUPERVISORS
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

Tues day April 16, 2002

PRESENT: Supervisors Harry L. Ovitt, Peg Pinard, K.H. "Katcho" Achadjian,
Michael P. Ryan and Chairperson Shirley Bianchi

ABSENT: None

RESOLUTION NO. 2002-156

RESOLUTION APPROVING AND ACCEPTING AN OPEN-SPACE AGREEMENT
GRANTING AN OPEN-SPACE EASEMENT TO THE COUNTY OF
SAN LUIS OBISPO BY WEYRICH DEVELOPMENT COMPANY, INC. AND
DAVID B. AND MARY THERESE WEYRICH, TRUSTEES OF THE
SANTA YSABEL RANCH TRUST UNDER AGREEMENT DATED JULY 31, 2001

The following resolution is now offered and read:

WHEREAS, the County of San Luis Obispo has been duly requested to approve and accept a certain grant and offer to dedicate to the County of San Luis Obispo as open-space that certain real property described in the open-space agreement attached hereto and made a part hereof (San Joaquin kit fox habitat); and

WHEREAS, the Director of Planning and Building by letter dated April 16, 2002, has duly recommended that the Board of Supervisors approve and accept such offer of dedication to the County of San Luis Obispo, and has further recommended that such action is consistent with the County's general plan.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo, State of California, as follows:

1. The Board of Supervisors finds and determines that the preservation of the land offered for dedication to the County of San Luis Obispo as open-space in the attached agreement is consistent with the County's general plan; that the land is essentially unimproved and if retained in its natural state has scenic value to the public and is valuable as a watershed, and the offer of dedication contained in said agreement contains appropriate covenants to that end; that it is in the public interest that the land be retained as open-space because such land will add to the amenities of living in

B-2

6

neighboring urbanized areas; and that approval of the above agreement is categorically exempt from the requirements of the California Environmental Quality Act.

2. The Open-Space Agreement Granting An Open-Space Easement To The County Of San Luis Obispo, a copy of which is attached hereto as Exhibit A and incorporated by reference herein as though set forth in full, is hereby approved and the offer of dedication contained therein is hereby accepted by the County of San Luis Obispo and the Chairman of the Board of Supervisors is hereby authorized and directed to execute said agreement on behalf of the County of San Luis Obispo.

3. The County Clerk is hereby authorized and directed to record the above agreement and a certified copy of this resolution in the office of the County Recorder of the County of San Luis Obispo, and file a copy of said agreement and resolution with the County Assessor of the County of San Luis Obispo.

Upon motion of Supervisor Ryan, seconded by Supervisor Achadjian, and on the following roll call vote, to-wit:

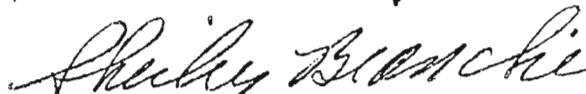
AYES: Supervisors Ryan, Achadjian, Ovitt, Pinard, Chairperson Bianchi

NOES: None

ABSENT: None

ABSTAINING: None

the foregoing resolution is hereby adopted.


Chairperson of the Board of Supervisors

ATTEST:

JULIE L. RODEWALD

Clerk of the Board of Supervisors

By: cmchristensen Deputy Clerk
[SEAL]

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: *James Lindholm, Jr.*
Deputy County Counsel

Dated: *April 2, 2002*

STATE OF CALIFORNIA,)
) ss.
County of San Luis Obispo,)

I, JULIE L. RODEWALD, County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of San Luis Obispo, State of California, do hereby certify the foregoing to be a full, true and correct copy of an order made by the Board of Supervisors, as the same appears spread upon their minute book.

WITNESS my hand and the seal of said Board of Supervisors, affixed this 17th day of April, 2002.

(SEAL)

JULIE L. RODEWALD
County Clerk and Ex-Officio Clerk of the Board
of Supervisors
By *C. Mahistensen*
Deputy Clerk.

*B-2
19*

RECORDING REQUESTED BY:

County of San Luis Obispo

AND WHEN RECORDED MAIL TO:

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

APN _____

OPEN-SPACE AGREEMENT GRANTING AN OPEN-SPACE EASEMENT
TO THE COUNTY OF SAN LUIS OBISPO

THIS AGREEMENT is made and entered into this 16 day of April,
2002, by and between WEYRICH DEVELOPMENT COMPANY, INC., a California
corporation, and DAVID B. AND MARY THERESE WEYRICH, TRUSTEES OF THE
SANTA YSABEL RANCH TRUST UNDER AGREEMENT DATED JULY 31, 2001,
hereinafter collectively referred to as "Owner," and the COUNTY OF SAN LUIS
OBISPO, a political subdivision of the State of California, hereinafter referred to as
"County."

WITNESSETH:

WHEREAS, Owner is the record owner of certain real property (hereinafter
referred to as "Owner's Property") located in the County of San Luis Obispo, State of
California, which is more particularly described in Exhibit A attached hereto and
incorporated by reference herein as though set forth in full; and

ck. title rpt./San Joaquin kit fox habitat protection area on portion of Lot 150
Revised March 21, 2002

B-2
20

WHEREAS, as agreed to by Owner and as a condition of approval of Development Plan D990062D by County for Owner's Property, Owner is required to enter into an agreement with the County, on behalf of himself and his successors in interest, to maintain portions of the site not intended for development in open-space use; and

WHEREAS, Owner intends that the restrictions contained in this agreement shall apply to that portion of Owner's Property (hereinafter referred to as the "Subject Property") which is more particularly described in Exhibit B attached hereto and incorporated by reference herein as though set forth in full; and

WHEREAS, a purpose of this agreement is to retain an existing wildlife movement corridor located on the Subject Property and to set aside an unfragmented section of land that will benefit the San Joaquin kit fox along with other associated plant and animal species; and

WHEREAS, execution of this agreement by Owner and County, and subsequent performance of its obligations by Owner and his successors in interest, will satisfy the San Joaquin kit fox habitat protection requirement agreed to by Owner and imposed by condition 31.g of the County's conditions of approval; and

WHEREAS, the Subject Property has certain natural scenic beauty and existing openness, and both Owner and County desire to preserve and conserve for the public benefit the great natural scenic beauty and existing openness, natural condition and present state of use of said property of the Owner; and

WHEREAS, Owner is willing to grant to County the scenic use, as hereinafter expressed, of the land and thereby protect the present scenic beauty and existing

B-2
21

openness of the Subject Property by the restricted use of said property by Owner through the imposition of the conditions hereinafter expressed; and

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

WHEREAS, Owner has supplied County with a current title company preliminary title report or lot book guarantee listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on the Subject Property.

NOW, THEREFORE, in consideration of the premises and in compliance with the provisions of Government Code sections 51070 through 51097, inclusive, and in further consideration of the mutual promises, covenants, and conditions herein contained and the substantial public benefits to be derived therefrom, the parties hereto agree as follows:

1. Grant of open-space easement. Owner hereby grants to County, for the term specified in paragraph 8 below, an open-space easement in and to the Subject Property described above. The open-space easement granted herein conveys to County an estate and interest in the real property of the nature and character specified in the Open-Space Easement Act of 1974, which is subject to the express conditions and restrictions imposed herein upon the use of the property by Owner. To that end, and for the purpose of accomplishing the intent of the parties hereto, Owner covenants on behalf of himself, his successors and assigns with the County, its successors and

B-2
22

assigns to do and refrain from doing, severally and collectively, upon the Subject Property, the various acts hereinafter mentioned.

2. Restrictions on use of the Subject Property. The restrictions imposed upon the use of the Subject Property by Owner and his successors in interest and the acts which Owner and his successors in interest shall refrain from doing, and permit to be done, upon the Subject Property are as follows:

(a) No buildings, structures, or other improvements shall be placed, constructed, or erected upon the Subject Property except as authorized by the approved development plan referred to above.

(b) No advertising of any kind shall be placed on or within the Subject Property.

(c) Owner shall not plant or permit to be planted any vegetation upon the Subject Property except as authorized by the approved development plan referred to above, and as necessary for erosion control.

(d) Except as authorized by the approved Development Plan referred to above, the general topography of the landscape shall be maintained in its present condition and no grading, excavation, or topographic changes shall be made.

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

(f) Owner shall not extract natural resources from the Subject Property, except for development of Owner's underlying water rights.

(g) Owner shall not remove or alter native plants or animals from the Subject Property.

B-2
23

(h) Owner shall not use the Subject Property for agricultural development or for agricultural staging activities or storage of any kind.

(i) Owner shall not cut timber, trees, or other natural growth, except as may be approved by the County of San Luis Obispo as required for fire protection, thinning, elimination of diseased growth, and similar protective measures.

(j) Owner shall not use the Subject Property or any portion thereof as a parking lot, storage area, or dump site or otherwise deposit or allow to be deposited on the Subject Property or any portion thereof, temporarily or otherwise, anything whatsoever which is not indigenous or natural to the Subject Property.

(k) Owner shall not cover or cause the Subject Property to be covered in whole or in part with any asphalt, stone, concrete, or other material which does not constitute natural cover for the land nor otherwise disturb the natural cover of the land unless otherwise authorized by the provisions of this agreement.

(l) No further land division of Lots 148, 149, and 150 shall occur except after obtaining all necessary approvals required by Title 21 and Title 22 of the San Luis Obispo County Code.

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

(a) The right to construct, develop, and maintain all roads, trails, utilities, and other improvements authorized by the approved development plan referred to above, and any amendments or modifications thereto which may be approved by the County.

B-2
24

(b) The right to construct, develop, and maintain private water sources and water systems on the Subject Property for the use and benefit of the Subject Property and of Owner's Property.

(c) The right to undertake and allow for scientific investigation conducted as part of a project or plan instigated by the Owner, and otherwise approved by the Owner and the United States Fish and Wildlife Service and/or the California Department of Fish and Game.

(d) The right to the use and occupancy of the Subject Property, subject to the conditions and restrictions imposed in this agreement.

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

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

6. No authorization for public trespass. The grant of easement contained herein and its acceptance by the County of San Luis Obispo does not authorize and is not to be construed as authorizing the public or any member thereof to trespass upon or use all or any portion of the Subject Property or as granting to the public or any member thereof any tangible rights in or to the Subject Property or the right to go upon or use or

utilize the Subject Property in any manner whatsoever. It is understood that the purpose of this agreement is solely to restrict the uses to which the Subject Property may be put so that the property may be kept as near as possible in its natural condition for the benefit of the public by preserving a wildlife movement corridor and habitat for the San Joaquin kit fox.

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

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

9. Enforceable restriction. Upon acceptance of the open-space easement granted herein, the Subject Property shall be deemed to be "enforceable restricted" within the meaning of section 422 of the Revenue and Taxation Code and section 8 of Article XIII of the Constitution of the State of California.

10. Binding on successors in interest. All provisions of this agreement shall run with the land described herein and shall be binding on the parties hereto and their heirs, assigns, and successors in interest.

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

B-2
26

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

13. Law governing and venue. This agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created hereunder are perform able in the County of San Luis Obispo, and such County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this agreement.

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

15. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows: Director of Planning and Building, County of San Luis Obispo, County Government Center, San Luis Obispo, California 93408. Notices required to be given to Owner shall be addressed as follows: Weyrich Development Company, Inc., Attention: David B. Weyrich, 4990 Wing Way, Post Office Box 7003, Paso Robes, California 93447.

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

B-7
27

16. Agreement to be recorded. Owner and County intend and consent to the recondition of this agreement in the office of the County Recorder of the County of San Luis Obispo.

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

OWNER

WEYRICH DEVELOPMENT COMPANY, INC.
a California corporation

By: David D. Weyrich
its PRESIDENT

By: Mary Therese Weyrich
its SECRETARY

David D. Weyrich
DAVID B. WEYRICH, TRUSTEE OF THE
SANTA YSABEL RANCH TRUST UNDER
AGREEMENT DATED JULY 31, 2002

Mary Therese Weyrich
MARY WEYRICH, TRUSTEE OF THE SANTA
YSABEL RANCH TRUST UNDER
AGREEMENT DATED JULY 31, 2002

COUNTY OF SAN LUIS OBISPO

By: Spencer Grantham
Chairperson of the Board of Supervisors

B-2
28

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO }ss.

On March 27th, 2002, before me,
Michelle Ann Ramirez, a Notary Public in and for said County and State,
personally appeared David B. Weyrich, personally known to me (or proved to me
on the basis of satisfactory evidence) to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he/she executed the same in his/her
authorized capacity, and that by his/her signature on the instrument the person or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Michelle Ann Ramirez
Notary Public



CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO }ss.

On March 27th, 2002, before me,
Michelle Ann Ramirez, a Notary Public in and for said County and State,
personally appeared Mary Theres Weyrich, personally known to me (or proved to me
on the basis of satisfactory evidence) to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he/she executed the same in his/her
authorized capacity, and that by his/her signature on the instrument the person or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

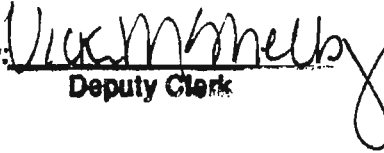
Michelle Ann Ramirez
Notary Public



B2
29

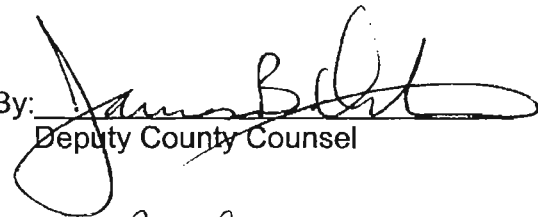
ATTEST:

JULIE L. RODEWALD
Clerk of the Board of Supervisors

By: 
Deputy Clerk

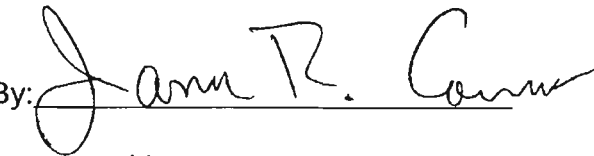
APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: 
Deputy County Counsel

Dated: April 2, 2002

VICTOR HOLANDA, AICP
Director of Planning and Building


By: 

Dated: 4.2.02

B2
30

LEGAL DESCRIPTION APPROVED AS TO FORM:

GLEN L. PRIDDY
County Surveyor

By: 

Dated: 4/3/02

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

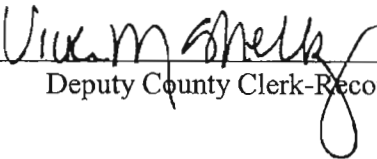
B-2
31

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

On April 16, 2002 before me, **Vicki M. Shelby**, Deputy County Clerk-Recorder, County of San Luis Obispo, State of California, personally appeared **Shirley Bianchi** personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

JULIE L. RODEWALD, County Clerk-Recorder and Ex-Officio Clerk of the Board of Supervisors

By: 
Deputy County Clerk-Recorder

(SEAL)

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT BY BECOMING SUBJECT TO THE TERMS, COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE FOREGOING OPEN-SPACE AGREEMENT GRANTING AN OPEN-SPACE EASEMENT TO THE COUNTY OF SAN LUIS OBISPO. (THIS NOTICE REQUIRED BY CALIFORNIA CIVIL CODE SECTION 2953.3.)

The undersigned, beneficiary under that certain Deed of Trust recorded _____ MARCH 27, 2002, as Document No. 2002-024996, of the Official Records in the office of the County Recorder in the County of San Luis Obispo, State of California, does hereby join in, and consent to, each and all of the terms and provisions of the within open-space agreement, and does hereby subordinate its interests to the entire effect of this open-space agreement.

Dated: 3-27-02

BENEFICIARY
Mid-State Bank & Trust
by Steve Wells V.P. &
Corporate Banking Officer

[NOTE: This Subordination Agreement will be recorded. All signatures to this agreement must be acknowledged by a notary.]

B-2
33



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo

On March 27, 2002 before me, Linda A. Rushing, Notary Public, personally appeared Steve Weiss,

[X] 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 (handwritten signature)

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)

DESCRIPTION OF ATTACHED DOCUMENT

- [] Individual
[] Corporate Officer

Title or Type of Document

Title

- [] Partner(s) [] Limited
[] General

Number of Pages

- [] Attorney-in-Fact
[] Trustee(s)
[] Guardian/Conservator
[] Other:

Date of Document

Absent Signer (Principal) is Representing:

Signer(s) Other Than Name(s) Above

B-2
34

EXHIBIT A

All of Parcel Map COAL 99-0229 as shown on a map recorded in Book 56, Page 39, of Parcel Maps, in the office of the County Recorder of the County of San Luis Obispo, State of California.

B-2
35

March 22, 2002

EXHIBIT B

Parcel 1

That portion of Lot 150 of Parcel Map COAL 99-0229, in the unincorporated territory of the county of San Luis Obispo, State of California, as shown on a map recorded in Book 56, Page 39 of Maps, in the office of said County Recorder, more particularly described as follows:

Beginning at the northerly most corner of Lot 109 of said Parcel Map; thence

1. South 73° 21' 23" East, along the northwesterly line of said Lot 109, a distance of 289.51 feet; thence
2. South 72° 50' 21" East, 431.14 feet; thence
3. South 53° 31' 04" East, 209.65 feet; thence
4. South 63° 58' 14" East, 145.33 feet; thence
5. South 49° 24' 58" East, 1009.53 feet; thence
6. North 69° 24' 10" East, 644.61 feet, more or less, to a point on the Westerly line of Lot 92 of said Parcel Map; thence
7. North 13° 36' 58" East, along said Westerly line, 132.38 feet to the southwesterly corner of Lot 91 of said Parcel map; thence
8. North 40° 01' 03" West, along the southwesterly line of said Lot 91, a distance of 108.79 feet to the southeasterly corner of Lot 90 of said Parcel Map; thence
9. South 75° 41' 18" West, along the southerly line of said Lot 90, a distance of 346.47 feet to the southeasterly corner of Lot 89 of said Parcel Map; thence
10. North 73° 01' 20" West, along the Southerly Boundary of said Lot 89, a distance of 128.73 feet to an angle point in said Lot 89; thence continuing along said Southerly Boundary
11. North 37° 06' 13" West, 643.30 feet to the westerly most corner of Lot 88 of said Parcel Map; thence
12. North 21° 48' 51" East, along the Westerly Boundary of said Lot 88, a distance of 47.22 feet; thence leaving said Westerly Boundary

K:\32234000\surv\maps\kit-1.doc

B-2
36

March 22, 2002

13. North 69° 39' 16" West, 725.87 feet; thence
14. North 12° 41' 08" East, 249.71 feet; thence
15. South 76° 08' 03" East, 168.13 feet; thence
16. South 63° 27' 27" East, 201.77 feet; thence
17. East, 211.22 feet; thence
18. North 2° 41' 17" East, 181.38 feet, more or less, to a point on the Southerly Boundary of Lot 76 of said Parcel Map; thence
19. South 87° 53' 18" West, 71.18 feet to the southeasterly corner of said Lot 76; thence
20. North 13° 59' 59" West, along the southwesterly line of said Lot 76, a distance of 163.36 feet to a point on the Southerly Line of Lake Ysabel Road, a fifty (50) foot wide road, also being the beginning of a non-tangent curve concave northerly having a radius of 185.00 feet, a radial line to said curve bears S 16° 08' 27" E; thence along said Southerly Line
21. Westerly along said curve through a central angle of 45° 51' 46", an arc distance of 148.08 feet; thence
22. North 60° 16' 41" West, 279.55 feet to the beginning of a tangent curve concave southerly having a radius of 150.00 feet; thence
23. Southerly along said curve through a central angle of 99° 34' 55", an arc distance of 260.71 feet to the beginning of a tangent reverse curve having a radius of 575.00 feet; thence
24. Southerly along said curve through a central angle of 16° 38' 51", an arc distance of 167.07 feet to the Northwesterly corner of Lot 118 of said Parcel Map; thence
25. South 51° 09' 36" East, along the Northeasterly line of said Lot 118, a distance of 204.23 feet to the Easterly most corner of said Lot 118; thence
26. South 53° 32' 53" West, along the Southeasterly line of said Lot 118, a distance of 376.06 feet to the Easterly most corner of Lot 119 of said Parcel Map; thence

B-2
37

March 22, 2002

27. South $61^{\circ} 27' 20''$ West, along the Southeasterly line of said Lot 119, a distance of 228.27 feet to the Southerly most corner of said Lot 119; thence
28. North $57^{\circ} 12' 15''$ West, along the Southwesterly line of said Lot 119, a distance of 164.97 feet to a point on the Southeasterly line of Burnt Rock Way, a fifty (50) foot wide road, being a point on a non-tangent curve concave westerly having a radius of 275.00 feet, a radial line to said curve bears S $66^{\circ} 27' 21''$ E; thence along said Southeasterly line
29. Southerly along said curve through a central angle of $37^{\circ} 52' 00''$, an arc distance of 181.75 feet to the beginning of a tangent reverse curve concave southeasterly having a radius of 225.00 feet; thence
30. Southerly along said curve through a central angle of $10^{\circ} 23' 58''$, an arc distance of 40.84 feet to the **point of beginning**.

Contains 27.7 acres, more or less.

Parcel 2

That portion of Lot 150 of Parcel Map COAL 99-0229, in the unincorporated territory of the county of San Luis Obispo, State of California, as shown on a map recorded in Book 56, Page 39 of Maps, in the office of said County Recorder, more particularly described as follows:

Beginning at the northerly most corner of Lot 126 of said Parcel Map; thence

1. South $29^{\circ} 15' 45''$ West, along the northwesterly line of said Lot 126, a distance of 400.07 feet to an angle point in the Boundary of said Lot 126; thence
2. South $68^{\circ} 27' 42''$ West, 142.40 feet; thence
3. South $2^{\circ} 16' 34''$ East, 362.00 feet; thence
4. South $31^{\circ} 01' 42''$ East, 247.01 feet, more or less, to an angle point in the Southerly Boundary of Lot 124 of said Parcel Map; thence
5. South $61^{\circ} 20' 48''$ East, along the Southerly Boundary of Lots 124 and 123 of said Parcel Map, 295.13 feet to the Southerly most corner of said Lot 123; thence

B-2
38

March 22, 2002

6. North $39^{\circ} 15' 34''$ East, along the Boundary of said Lot 123, a distance of 248.17 feet to the Southerly most corner of Lot 122 of said Parcel Map; thence
7. North $53^{\circ} 37' 21''$ East, along the Southeasterly Boundary of Lots 122 and 121 of said Parcel Map, 299.30 feet to the Westerly most corner of Lot 120 of said Parcel Map; thence
8. North $88^{\circ} 51' 24''$ East, along the Southerly line of said Lot 120, a distance of 338.39 feet to a point on the Westerly line of Burnt Rock Way, a fifty (50) foot wide road, being a point on a non-tangent curve concave northwesterly having a radius of 225.00 feet, a radial line to said curve bears S $58^{\circ} 56' 25''$ E; thence along said Westerly line
9. Southerly along said curve through a central angle of $30^{\circ} 21' 04''$, an arc distance of 119.19 feet the beginning of a tangent reverse curve concave southeasterly having a radius of 275.00 feet; thence
10. Southerly along said curve through a central angle of $65^{\circ} 00' 17''$, an arc distance of 312.00 feet to the beginning of a tangent reverse curve concave westerly having a radius of 875.00 feet; thence
11. Southerly along said curve through a central angle of $1^{\circ} 54' 25''$, an arc distance of 29.12 feet to the Northeasterly most corner of Lot 108 of said Parcel Map; thence leaving said Westerly line
12. South $72^{\circ} 40' 23''$ West, along the Northerly line of said Lot 108, a distance of 127.23 feet; thence
13. North $6^{\circ} 30' 46''$ West, 63.32 feet; thence
14. South $81^{\circ} 42' 11''$ West, 184.11 feet; thence
15. South $61^{\circ} 10' 15''$ West, 47.28 feet; thence
16. South $31^{\circ} 32' 40''$ East, 98.21 feet to the intersection of lot 108; thence
17. South $31^{\circ} 20' 50''$ West, 142.56 feet to the Westerly most corner of Lot 107 of said Parcel Map; thence
18. South $11^{\circ} 51' 51''$ East, along the Westerly line of said Lot 107, a distance of 329.56 feet to the Westerly most corner of Lot 106 of said Parcel Map; thence

B-2
39

March 22, 2002

19. South 30° 00' 21" East, along the Southwesterly line of said Lot 106, a distance of 220.86 feet to an angle point in the Southerly Boundary of said Lot 106; thence
20. South 1° 23' 22" West, 142.67 feet; thence
21. South 78° 10' 25" East, 221.08 feet, more or less, to the Southwesterly most corner of Lot 103 of said Parcel Map; thence
22. South 42° 30' 36" East, along the Southeasterly line of said Lot 103, a distance of 375.01 feet to the Southerly most corner of said Lot 103, being a point on the Boundary of said Parcel Map; thence
23. South 88° 19' 29" East, along said Boundary, 609.34 feet; thence leaving said Boundary
24. North 9° 20' 28" East, 159.63 feet; thence
25. North 2° 34' 16" West, 263.54 feet; thence
26. North 19° 29' 00" West, 160.27 feet; thence
27. North 23° 17' 49" West, 442.30 feet; thence
28. North 45° 20' 33" West, 676.14 feet; thence
29. North 6° 23' 03" East, 175.81 feet; thence
30. North 83° 38' 03" West, 21.98 feet, more or less, to a point on the Easterly Boundary of Lot 148 of said Parcel Map; thence
31. North 4° 32' 29" East, along said Easterly Boundary, 782.30 feet to an angle point in said Easterly Boundary; thence continuing along said Easterly Boundary
32. North 7° 23' 55" West, 488.39 feet to the Southwesterly most corner of Lot 147 of said Parcel Map; thence leaving said Easterly Boundary
33. North 83° 03' 46" East, along the Southerly line of said Lot 147, a distance of 135.37 feet; thence
34. South 6° 18' 00" East, 430.21 feet; thence

B-2
40

March 22, 2002

35. North 75° 29' 08" East, 254.28 feet, more or less, to a point on the Southwesterly line of Lake Ysabel Road, a fifty (50) foot wide road; thence
36. South 6° 24' 52" East, along said Southwesterly line, 249.54 feet to the **point of beginning**.

Contains 18.2 acres, more or less

Parcel 3

That portion of Lot 150 of Parcel Map COAL 99-0229, in the unincorporated territory of the county of San Luis Obispo, State of California, as shown on a map recorded in Book 56, Page 39 of Maps, in the office of said County Recorder, more particularly described as follows:

Beginning at the northerly most corner of Lot 141 of said Parcel Map; thence

1. South 87° 46' 27" East, along the Northerly line of said Lot 141, a distance of 122.89 feet to the Westerly most corner of said Lot 141; thence
2. South 16° 08' 14" West, along the Northwesterly line of said Lot 141, a distance of 368.73 feet to the Westerly most corner of said Lot 141; thence
3. South 54° 26' 15" East, along the Southerly line of said Lot 141, a distance of 124.50 feet; thence
4. South 57° 45' 17" East, 85.20 feet; thence
5. South 26° 50' 46" West, 67.42 feet; thence
6. South 75° 32' 18" East, 116.39 feet to a point on the Easterly line of Lake Ysabel Road, a fifty (50) foot wide road, being a non-tangent curve concave southeasterly having a radius of 475.00 feet, a radial line to said curve bears S 86° 44' 10" E; thence along said Easterly line
7. Northerly along said curve through a central angle of 25° 02' 30", an arc distance of 207.60 feet to the beginning of a tangent reverse curve concave northwesterly having a radius of 525.00 feet; thence
8. Northerly along said curve through a central angle of 11° 35' 51", an arc distance of 106.27 feet; thence

B-2
41

March 22, 2002

9. North $16^{\circ} 42' 29''$ East, 413.36 feet to the beginning of a tangent curve concave southerly having a radius of 20.00 feet; thence
10. Easterly along said curve through a central angle of $90^{\circ} 00' 00''$, an arc distance of 31.42 feet to a point on the Southwesterly line of Iron Stone Loop, a fifty (50) foot wide road; thence along said Southwesterly line
11. South $73^{\circ} 17' 31''$ East, 12.97 feet to the beginning of a tangent curve concave southwesterly having a radius of 125.00 feet; thence
12. Southeasterly along said curve through a central angle of $85^{\circ} 04' 57''$, an arc distance of 185.62 feet to the **point of beginning**.

Contains 1.3 acres, more or less.

Parcel 4

That portion of Lot 150 of Parcel Map COAL 99-0229, in the unincorporated territory of the county of San Luis Obispo, State of California, as shown on a map recorded in Book 56, Page 39 of Maps, in the office of said County Recorder, more particularly described as follows:

Beginning at the northerly most corner of Lot 142 of said Parcel Map; thence

1. South $68^{\circ} 13' 21''$ East, along the Northerly line of said Lot 142, a distance of 147.56 feet to the Westerly most corner of Lot 143 of said Parcel Map; thence
2. North $22^{\circ} 42' 55''$ East, along the Westerly line of said Lot 143, a distance of 178.08 feet to the Southerly most corner of Lot 144 of said Parcel Map; thence
3. North $32^{\circ} 42' 10''$ West, along the Westerly Boundary of said Lot 144, a distance of 176.28 feet to an angle point in said Boundary; thence continuing
4. North $15^{\circ} 32' 18''$ East, along the Westerly Boundary of Lots 144 and 145 of said Parcel Map, 534.20 feet to the Southerly most corner of Lot 146 of said Parcel Map; thence
5. North $0^{\circ} 07' 13''$ East, along the Westerly Boundary of said Lot 146, a distance of 442.22 feet to an angle point; thence continuing
6. North $13^{\circ} 15' 33''$ West, 81.05 feet to an angle point; thence leaving said Boundary

B-2
42

March 22, 2002

7. North $71^{\circ} 19' 54''$ West, 141.39 feet, more or less, to a point on the Easterly line of Lake Ysabel Road, a fifty (50) foot wide road; thence along said Easterly line
8. South $13^{\circ} 15' 33''$ East, 121.21 feet to the beginning of a tangent curve concave westerly having a radius of 175.00 feet; thence
9. Southerly along said curve through a central angle of $13^{\circ} 22' 46''$, an arc distance of 40.87 feet; thence
10. South $0^{\circ} 07' 13''$ West, 245.08 feet to the beginning of a tangent curve concave westerly having a radius of 525.00 feet; thence
11. Southerly along said curve through a central angle of $15^{\circ} 25' 05''$, an arc distance of 141.28 feet; thence
12. South $15^{\circ} 32' 18''$ West, 262.28 feet to the beginning of a tangent curve concave northwesterly having a radius of 225.00 feet; thence
13. Southwesterly along said curve through a central angle of $39^{\circ} 49' 42''$, an arc distance of 156.41 feet to the beginning of a tangent reverse curve concave southeasterly having a radius of 200.00 feet; thence
14. Southwesterly along said curve through a central angle of $38^{\circ} 39' 32''$, an arc distance of 134.94 feet; thence
15. South $16^{\circ} 42' 29''$ West, 90.18 feet to the beginning of a tangent curve concave northeasterly having a radius of 20.00 feet; thence
16. Southeasterly along said curve through a central angle of $90^{\circ} 00' 00''$, an arc distance of 31.42 feet; thence
17. South $73^{\circ} 17' 31''$ East. 12.97 feet to the beginning of a tangent curve concave southwesterly having a radius of 175.00 feet; thence
18. Southeasterly along said curve through a central angle of $82^{\circ} 40' 45''$, an arc distance of 207.60 feet to the **point of beginning**.

Contains 5.1 acres, more or less.

Parcel 5

That portion of Lot 150 of Parcel Map COAL 99-0229, in the unincorporated territory of the county of San Luis Obispo, State of California, as shown on a map
K:\32234000\surv\maps\kdt-1.doc

B-2
43

March 22, 2002

recorded in Book 56, Page 39 of Maps, in the office of said County Recorder, more particularly described as follows:

Beginning at the southwesterly most corner of Lot 1 of said Parcel Map, being a point on the Northerly line of Lake Ysabel Road, a fifty (50) foot wide road; thence along said Northerly line

1. South $85^{\circ} 21' 05''$ East, 190.08 feet to the beginning of a tangent curve concave northerly having a radius of 10535.00 feet; thence
2. Southwesterly along said curve through a central angle of $3^{\circ} 47' 44''$, an arc distance of 697.89 feet to the beginning of a tangent reverse curve concave southeasterly having a radius of 150.00 feet; thence
3. Southwesterly along said curve through a central angle of $51^{\circ} 18' 09''$, an arc distance of 134.31 feet to the beginning of a tangent reverse curve concave northerly having a radius of 20.00 feet; thence
4. Westerly along said curve through a central angle of $65^{\circ} 41' 18''$, an arc distance of 22.93 feet; thence
5. North $77^{\circ} 11' 01''$ West, 152.74 feet to the beginning of a tangent curve concave southerly having a radius of 250.00 feet; thence
6. Southwesterly along said curve through a central angle of $7^{\circ} 47' 08''$, an arc distance of 33.97 feet to the beginning of a tangent reverse curve concave northeasterly having a radius of 20.00 feet; thence
7. Northerly along said curve through a central angle of $80^{\circ} 09' 19''$, an arc distance of 27.98 feet to a point on the Easterly line of Santa Ysabel Road, a fifty (50) foot wide road; thence along said Easterly line
8. North $4^{\circ} 48' 50''$ West, along said Easterly line, 203.58 feet to the beginning of a tangent curve concave southwesterly having a radius of 525.00 feet; thence
9. Northerly along said curve through a central angle of $27^{\circ} 28' 52''$, an arc distance of 413.20 feet to the beginning of a tangent reverse curve concave Northeasterly having a radius of 975.00 feet; thence
10. Northwesterly along said curve through a central angle of $24^{\circ} 16' 54''$, an arc distance of 413.20 feet; thence

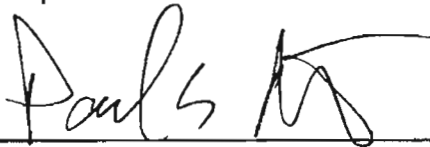
B-2
44

March 22, 2002

11. North 8° 00' 47" West, 378.40 feet to the Southeasterly most corner of Lot 7 of said Parcel Map; thence leaving said Easterly line of Santa Ysabel Road
12. South 37° 57' 54" East, 639.56 feet to the Southerly most corner of Lot 5 of said Parcel Map; thence
13. South 19° 47' 19" East, along the Southwesterly line of Lots 4 and 3 of said Parcel Map, 486.83 feet to the Southerly most corner of said Lot 3; thence
14. South 81° 50' 47" West, along the Southerly line of said Lot 3, a distance of 304.42 feet to the southerly most corner of Lot 2 of said Parcel Map; thence
15. North 88° 56' 11" East, along the Southeasterly line of said Lot 2, a distance of 442.34 feet to the Southeasterly line of said Lot 1; thence South 56° 06' 29" West, 257.13 feet to the **point of beginning**.

Contains 10.3 acres, more or less.

The above described Parcels are graphically shown on sheet 19 of said Parcel Map.



Paul E. Reichardt, L.S. 5693 (exp. 9-30-2003)



B-2
45

March 22, 2002

EXHIBIT B

Parcel 6

That portion of Lot 148 of Parcel Map COAL 99-0229, in the unincorporated territory of the county of San Luis Obispo, State of California, as shown on a map recorded in Book 56, Page 39 of Maps, in the office of said County Recorder, more particularly described as follows:

Beginning at the northeasterly most corner of said Lot 148 of said Parcel Map; thence North 80° 14' 20" West, along the Northerly line of said Lot 148, a distance of 362.04 to the **true point of beginning**; thence

1. South 7° 47' 29" West, 243.40 feet; thence
2. North 82° 44' 04" West, 450.52 feet; thence
3. South 0° 58' 07" West, 1168.97 feet; thence
4. South 29° 07' 50" West, 181.43 feet; thence
5. South 19° 41' 46" East, 836.44 feet; thence
6. South 64° 00' 49" East, 252.35 feet; thence
7. South 36° 43' 06" East, 277.42 feet, more or less, to a point on the Easterly line of said Lot 148; thence
8. South 4° 32' 29" West, along said Easterly line, 65.60 feet; thence leaving said Easterly line
9. North 39° 10' 18" West, 306.03 feet; thence
10. North 62° 45' 38" West, 280.56 feet; thence
11. North 16° 14' 56" West, 322.30 feet; thence
12. North 77° 33' 17" West, 176.25 feet; thence
13. North 19° 39' 59" West, 554.17 feet; thence
14. North 41° 25' 55" West, 324.64 feet; thence
15. North 25° 14' 54" West, 373.09 feet, more or less, to a point on the Westerly line of said Lot 148; thence

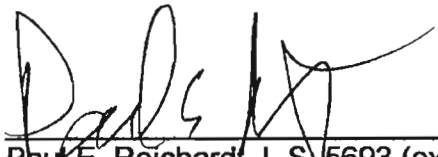
B-2
46

March 22, 2002

16. North 18° 03' 54" East, along said Westerly line, 595.41 feet to an angle point; thence continuing along said line
17. North 30° 26' 46" East, 128.87 feet to an angle point; thence continuing
18. North 30° 30' 45" East, 414.73 feet to the Northwesterly most corner of said Lot 148; thence
19. South 75° 54' 54" East, along the Northerly line of said Lot 148, a distance of 371.72 feet to an angle point; thence continuing
20. South 80° 14' 20" East 368.34 feet to the **true point of beginning**.

Contains 25.2 acres, more or less.

The above described parcel is shown on sheet 19 of said Parcel Map.



Paul E. Reichardt, L.S. 5693 (exp. 9-30-2003)



B-2
47

March 22, 2002

EXHIBIT B

Parcel 7

That portion of Lot 149 of Parcel Map COAL 99-0229, in the unincorporated territory of the county of San Luis Obispo, State of California, as shown on a map recorded in Book 56, Page 39 of Maps, in the office of said County Recorder, more particularly described as follows:

Beginning at a point on the Southerly Boundary of said Lot 149 at its intersection with the Westerly Boundary of Lot 148 of said Parcel Map; thence

1. North 87° 35' 17" West, along said Southerly Boundary of Lot 149, a distance of 777.62 feet; thence leaving said Southerly Boundary
2. North 4° 36' 41" East, 379.02 feet; thence
3. North 22° 25' 01" East, 392.97 feet; thence
4. North 00° 09' 00" West, 756.87 feet; thence
5. North 86° 32' 47" West, 173.65 feet; thence
6. North 3° 14' 00" East, 89.25 feet; thence
7. North 8° 10' 22" West, 214.98 feet; thence
8. North 15° 23' 48" East, 169.53 feet; thence
9. North 9° 12' 03" West, 172.50 feet, more or less, to a point on the Northerly line of said Lot 149; thence
10. South 87° 20' 57" East, along said Northerly line, 902.88 feet; thence leaving said Northerly line
11. South 24° 37' 07" West, 485.47 feet; thence
12. South 10° 28' 16" West, 438.94 feet; thence
13. South 15° 16' 21" West, 1005.69 feet; thence
14. South 5° 11' 39" West, 234.05 feet; thence
15. South 87° 10' 46" East, 467.85 feet to a point on the Northeasterly line of said Lot 148; thence

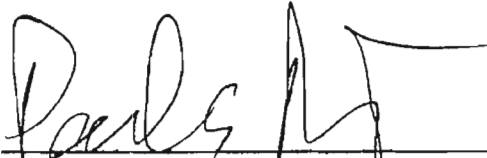
B-2
48

March 22, 2002

16. South 30° 30' 45" West along said Northeasterly line, 41.48 feet; to the **point of beginning.**

Contains 24.1 acres, more or less.

The above described parcel is graphically shown on sheet 19 of said Parcel Map.



Paul E. Reichardt, L.S. 5693 (exp. 9-30-2003)



B-2
49