

**RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:**

PASO ROBLES GROUNDWATER BASIN AGREEMENT

This Agreement is entered into this 19th day of August, 2005, by and between the landowners identified in Exhibit "A" hereto ("Landowners"), the City of El Paso de Robles ("Paso Robles") and the County of San Luis Obispo ("County") acting solely for and on behalf of its Service Area No. 16 ("Service Area 16") (collectively referred to as "Municipal Users"); and the San Luis Obispo County Flood Control and Water Conservation District ("District") acting solely as technical advisor to the Landowners and Municipal Users.

WHEREAS, the Landowners own certain lands overlying the Paso Robles Groundwater Basin ("Basin"), principally used for agricultural purposes, and have been exercising or in the future may exercise overlying groundwater rights by using groundwater on such lands; and

WHEREAS, Paso Robles operates certain wells to supply its residents and businesses within its boundaries principally for domestic, municipal and industrial purposes, by exercising appropriative groundwater rights; and

WHEREAS, Service Area 16 operates various wells to supply its residents and businesses with water primarily for domestic, municipal, and industrial purposes, by exercising appropriative groundwater rights; and

WHEREAS, Landowners wish to preserve their overlying groundwater rights without Municipal Users developing or asserting a prescriptive groundwater right should the groundwater basin ever be in a condition of overdraft; and

WHEREAS, the parties wish to reach an amicable solution with respect to administration and management of groundwater within the Basin and avoid potential litigation; and

WHEREAS, the parties acknowledge that monitoring, appropriate management of existing Basin supplies and/or bringing additional water resources to the Basin could delay or even avoid entirely the Basin becoming overdrafted in the future; provided however, the parties wish to preserve their rights with respect to their respective groundwater rights notwithstanding implementation of any management measures; and

WHEREAS, the parties recognize that Landowners, Paso Robles and Service Area 16, even combined, represent a minority of the pumping which occurs within the Basin, and that none of them has control over other overlying landowners or others pumping groundwater for residential, municipal, or industrial uses from the Basin, and therefore the parties will structure this Agreement such that other overlying landowners and/or Municipal Users who wish to can be added as parties.

NOW, THEREFORE, the parties agree as follows:

1. BASIN NOT IN OVERDRAFT

The parties agree that, as against any other party to this agreement, they shall not assert that, as of the date of this Agreement, the Basin was in overdraft. As used herein, the term "Basin" means the Paso Robles Groundwater Basin (excluding the Atascadero Sub-basin) examined in the Paso Robles Groundwater Basin Study prepared for the District by Fugro West, Inc. and Cleath and Associates, dated August 30, 2002.

2. LANDOWNERS NOT FILING ACTION

As long as this Agreement is in effect, Landowners agree not to commence any action, such as declaratory relief, quiet title or inverse condemnation action, that is intended to establish a priority of groundwater rights over Municipal Users. The foregoing shall not preclude any Landowner or Municipal User from commencing an action alleging unreasonable pumping interference to enjoin or curtail pumping in a particular location against persons in the immediate vicinity; provided that any such action shall not affect the

groundwater rights of the parties, but shall only affect the manner of use of such rights, and such action shall not terminate this Agreement.

3. PROCEDURE FOR TERMINATING AGREEMENT AND DECLARING BASIN TO BE IN OVERDRAFT

No Municipal User may, as against Landowners, commence any declaratory relief action, groundwater adjudication or other action affecting groundwater rights, or take a position in any judicial or administrative proceeding that the Basin is in a condition of overdraft and that any prescriptive period to establish a prescriptive right has commenced, until and unless that Municipal User has complied with the following procedures:

- a. The District has made a determination based on published studies that the Basin is in a condition of overdraft.
- b. The Municipal User, following a noticed public hearing, adopts a resolution that includes appropriate findings and determinations, declaring that it agrees with the determination described in Article 3.a above and electing to terminate this Agreement pursuant to this provision. The Municipal User shall give advance notice of the hearing by delivering written notice to Landowners' agents designated in Article 8 at least 20 days before the hearing, and by publishing a notice in a newspaper of general circulation published in the County once a week for 2 consecutive weeks, with the first publication occurring at least 20 days prior to the hearing. Until such a resolution is adopted, the Municipal User shall be precluded from asserting that any prescriptive period has commenced to run as against Landowners. This Agreement shall be deemed terminated upon final adoption of such a resolution and no further notice need be given to Landowners or other Municipal Users.
- c. Nothing in this Agreement shall be deemed to require that any Municipal User must first proceed under this Article 3 before asserting at any time that the prescriptive period has commenced to run as against any party who has not as of that time entered into this Agreement.

d. The term of this Agreement shall be ten years from January 1 of the calendar year following the execution of the Agreement by the County of San Luis Obispo on behalf of the District, and shall automatically renew for additional successive terms of five years unless a Municipal User or the District provides written notice of non-renewal to the Landowners' designated agent and other Municipal Users at least four months prior to the termination date. Upon such termination, no Landowner or Municipal User may thereafter assert that a condition of overdraft commenced at any time prior to its termination.

4. **COOPERATION WITH GROUNDWATER MANAGEMENT ACTIVITIES**

a. Landowners and the Municipal Users shall each designate at least one person to participate in good faith in a committee or forum, should one be organized by the District or another public agency with jurisdiction to develop a plan or program ("Plan") for monitoring and evaluating groundwater conditions in the Basin. Such Plan shall include consideration of measures to avoid a condition of overdraft. In developing and implementing any such Plan, the District or another public agency with jurisdiction over the Basin shall facilitate, to the extent reasonably possible, the participation of other overlying owners within the Basin who are not parties to this Agreement.

b. This Agreement does not obligate or require any public agency with jurisdiction over any part of the Basin to adopt a groundwater management plan under California Water Code §10750, et seq. (commonly known as "AB 3030"), or under similar laws, nor to adopt an ordinance to regulate groundwater use within the Basin under its police power, if applicable. Conversely, nothing in this Agreement restricts or otherwise limits any public agency with jurisdiction from adopting such a groundwater management plan or ordinance. Nothing in this Agreement, however, shall be deemed to be a waiver by Landowners or any other party of their rights to comment upon or otherwise challenge the adoption of such plan or ordinance.

c. Landowners and Municipal Users shall cooperate with the District to maintain the existing program to monitor groundwater levels and water quality within the Basin and related water resources, and encourage others to cooperate to expand such program, including the installation of additional monitoring wells, to the extent the parties through the process referred to in Article 4 deem it necessary to carry out the purposes of this Agreement. Nothing in this Agreement shall require the District to expand its existing program of monitoring without its consent.

5. **FAILURE TO PARTICIPATE IN GROUNDWATER MANAGEMENT ACTIVITIES**

Should any party to this Agreement fail to participate in the activities described in Article 4, at the option of any other party, this Agreement will be deemed terminated as though terminated under Article 3, if the party failing to participate does not cure the deficiency and participate in the process following 45 days' written notice to cure such deficiencies; provided that, prior to termination of this Agreement for failure to participate in Article 4 activities, the parties shall submit the matter to mediation as described in Article 11 below; and provided further, however, that repeated failure to participate in Article 4 activities (more than one-third of scheduled meetings in a two-year period) shall relieve the participating party of the obligation to mediate prior to termination of the Agreement. Should the parties be unable to reconcile any differences with respect to such lack of participation after good faith effort (including mediation, if provided for above), this Agreement may be terminated on 20 days' written notice to the other party's representatives. Notwithstanding the foregoing, the time within which Municipal Users have to cure deficiencies related to financial obligations shall be nine months from the date of notice.

6. **COSTS**

Each of the parties shall bear their respective costs of participation in this Agreement, including the activities described in Article 4; provided, however, nothing in the Agreement shall be deemed to require a party to share in the cost of preparing a

groundwater management plan, including costs of outside consultants' work on such plans described in Article 4.b, absent a separate written agreement to do so.

7. RESERVATION OF RIGHTS

Each of the parties to this Agreement reserves all its respective rights, except as specifically limited by this Agreement. With respect to any declaration of groundwater rights or adjudication of same as among and between the parties hereto, this Agreement is intended solely to address when the prescriptive period would start to run as between Landowners and Municipal Users. If any person who is not a party to this Agreement (or does not become a party in the future, in accordance with Article 9) commences an action to declare or adjudicate groundwater rights within the Basin, or that could affect the groundwater rights of any party, any party may terminate this Agreement by providing 20 days' written notice to the other parties, the effect of which shall be that this Agreement is terminated, as though terminated under Article 3.b.

8. DESIGNATION OF LANDOWNER AGENTS/NOTICE

All notices required to be sent under this Agreement shall be in writing, sent via First Class U. S. Mail and shall be deemed delivered three days after depositing in the mail, unless otherwise specified by this Agreement:

PASO ROBLES: City Manager
City of Paso Robles
1000 Spring Street
Paso Robles, CA 93446

COUNTY: Director of Public Works, County of San Luis Obispo
County Government Center
San Luis Obispo, CA 93408

LANDOWNERS: The three initial agents designated by Landowners to receive notice as herein provided are:

Stephen J. Sinton,
c/o Canyon Ranch
P. O. Box 112
Shandon, CA 93461

Kent Gilmore
8455 Creston Road
Paso Robles, CA 93446

Walter Nielsen
c/o Twist Ranches
9635 Creston Road
Paso Robles, CA 93446

Landowners may change their designated agents at any time in a manner agreed to among the Landowners. Should any of the agents resign, die or otherwise become incapacitated, the remaining agents may appoint a replacement, and shall promptly notify Municipal Users in the manner herein prescribed.

Landowner Agents designated in the Agreement, and not the Municipal Users, are responsible for keeping all Landowners advised of matters related to this Agreement.

9. ADDITIONAL PARTIES

Additional overlying landowners or additional parties purveying water for domestic or municipal and industrial purposes may desire to become a party to this Agreement. To provide for the orderly administration of additional parties, the following procedure shall be utilized:

a. If an overlying landowner within the Basin desires to be added as a Landowner under this Agreement, the landowner shall execute and have acknowledged the "Addition of Overlying Landowner to Agreement" form attached hereto as Exhibit "B", which shall become effective when accepted by the then existing Landowner Agents designated in Article 8 and without any action by Municipal Users. Landowner Agents will accept an Addition form unless the new Landowner refuses to reimburse a reasonable, fair share of Landowners' costs incurred as determined by the existing Landowners. Upon acceptance, Landowner Agents shall provide a copy of each Addition form to every Municipal User. The effect of acceptance is that the new landowner henceforth will be bound by this Agreement, as though the new landowner had executed it originally.

b. If a purveyor of water for domestic or municipal and industrial purposes desires to become a Municipal User under this Agreement, it shall execute a form entitled "Addition of Municipal User to Agreement" attached as Exhibit "C", which shall become effective when accepted by a majority of the then existing Municipal Users. Notice of the acceptance shall be delivered to Landowners' agents.

10. WITHDRAWAL OF LANDOWNER PARTIES

Any Landowner may withdraw from the Agreement at any time by giving notice to the other parties as provided in Article 8 and recording a Notice of Withdrawal as set forth in Exhibit D. Upon withdrawing from the Agreement, the rights of the withdrawing overlying Landowner and the Municipal Users shall be the same with respect to that Landowner as if the Landowner had never been a party to this Agreement. In this event, this Agreement shall be deemed an offer to compromise under California Evidence Code Section 1152. The withdrawal of a Landowner shall not affect the rights and obligations of the remaining parties to this Agreement with respect to each other and the Agreement shall remain in full force and effect with respect to those remaining parties.

11. MEDIATION

Should a disagreement arise regarding the interpretation or implementation of this Agreement, the party asserting the dispute shall give written notice to the other parties involved in the dispute. Those parties shall submit the matter to a mediator mutually acceptable to those parties within 30 days. If the dispute cannot be resolved within 90 days of the original notice of the dispute, any of the parties is free to pursue resolution of the dispute through a court of competent jurisdiction as otherwise provided by law.

12. MISCELLANEOUS

a. This Agreement shall constitute a covenant running with all of each Landowner's lands within the Basin, and all such lands shall be described in Exhibit "A". The benefits and burdens of this Agreement shall bind each successive owner of said lands, or portion thereof, and every person having or who may acquire an interest in said lands. Landowners may record an executed copy of this

Agreement in the San Luis Obispo County, California Official Records. If recorded, the parties agree they do not need to record any notice of future amendments of this Agreement, and any such amendments will be fully effective as though notice were recorded. In the event of termination of this Agreement for any reason, any party may execute and record a Memorandum of Termination in substantially the form in Exhibit "D".

b. Waiver of any provision of this Agreement shall not be effective unless such a waiver is made expressly in writing. Express waiver of any one breach shall not be deemed a waiver of any other breach of the same, or any other provision of this Agreement.

c. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

d. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

e. This Agreement constitutes the entire agreement among the parties and supercedes all prior understandings or agreements with respect to its subject matter.

f. This Agreement shall not be altered, amended, modified or otherwise changed, except in writing duly executed by the Landowner Agents designated in Article 8, and by each Municipal User; provided that nothing in this Article shall be deemed to limit the provisions of Article 9 regarding the process for adding additional parties.

g. This Agreement may be executed in counterparts, which taken together shall constitute an original. Execution of the document referred to in Article 9 by an additional party shall be deemed that party's execution of a counterpart of this Agreement.

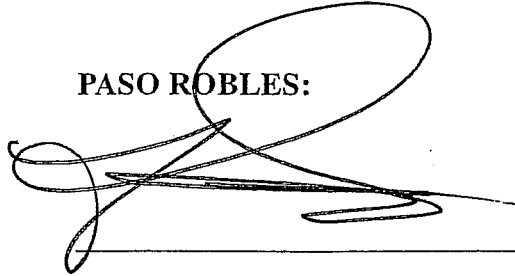
additional party shall be deemed that party's execution of a counterpart of this Agreement.

h. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:

PASO ROBLES:




Frank R. Mecham, Mayor

**BOARD OF SUPERVISORS,
COUNTY OF SAN LUIS OBISPO,
acting solely for and on behalf of
SERVICE AREA 16**

Attest: _____
Clerk, Board of Supervisors

Approved as to form:



County Counsel
10/28/05

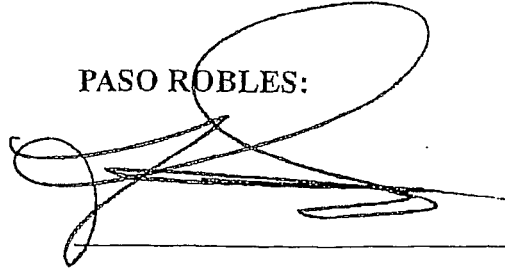
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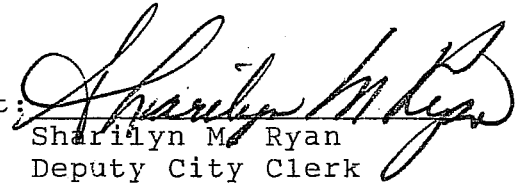
LANDOWNERS:

PASO ROBLES:



Frank R. Mecham, Mayor

Attest:

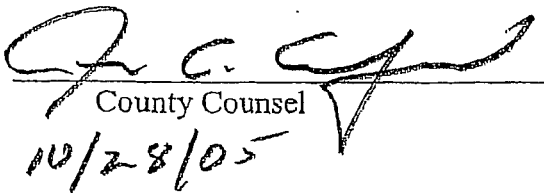


Sharilyn M. Ryan
Deputy City Clerk

BOARD OF SUPERVISORS,
COUNTY OF SAN LUIS OBISPO,
acting solely for and on behalf of
SERVICE AREA 16

Attest: _____
Clerk, Board of Supervisors

Approved as to form:



County Counsel
10/28/05

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

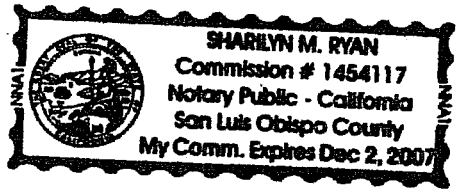
State of California }
County of San Luis Obispo } ss.

On December 8, 2005 before me, Sharilyn M Ryan, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared FRANK R. Meecham
Name(s) of Signer(s)

- personally known to me
- 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.
Sharilyn M. Ryan
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Paso Robles Groundwater Basin Agreement

Document Date: August 19, 2005 Number of Pages: _____

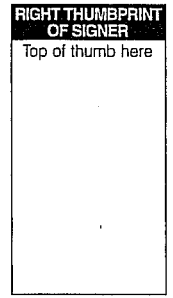
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



BOARD OF SUPERVISORS,
COUNTY OF SAN LUIS OBISPO,
acting solely for and on behalf of
SERVICE AREA 16

JULIE L. RODEWALD



Attest: County Clerk and Ex-Officio Clerk, Board of Supervisors
County of San Luis Obispo, State of California
Clerk, Board of Supervisors

Approved as to form: By: CM Christensen
Deputy Clerk

County Counsel

COUNTY OF SAN LUIS OBISPO
FLOOD CONTROL AND
WATER CONSERVATION
DISTRICT:

JULIE L. RODEWALD



Attest: County Clerk and Ex-Officio Clerk, Board of Supervisors
County of San Luis Obispo, State of California
Clerk, Board of Directors

Approved as to form: By: CM Christensen
Deputy Clerk

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

On November 8, 2005, before me, **C.M. Christensen**, 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 she executed the same in her authorized capacities, and that by 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.

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

By: *C M Christensen*
Deputy County Clerk-Recorder

(SEAL)

h. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:

DRY CREEK CORP.

BY:



ROBERT U. GALLO, CO-PRESIDENT

PASO ROBLES:

**BOARD OF SUPERVISORS,
COUNTY OF SAN LUIS OBISPO,
acting solely for and on behalf of
SERVICE AREA 16 and the
COUNTY OF SAN LUIS OBISPO
FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT:**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

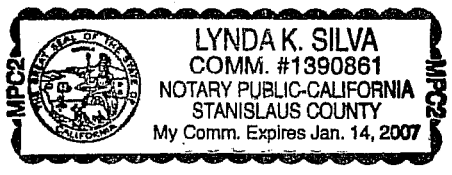
State of California

County of Stanislaus

On 8/24, 2005, before me, LYNDA K. SILVA Notary

Public, personally appeared R. J. Galls;

personally known to me
 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.

Lynda K. Silva

SIGNATURE OF NOTARY PUBLIC

Place Notary Seal Above

OPTIONAL

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Paso Robles Groundwater Basin Agreement

[DOCUMENT TITLE]

TITLES

- PARTNER(S)
- LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

[NO. OF PAGES]

[DATE OF DOCUMENT]

Signers Other Than Above:

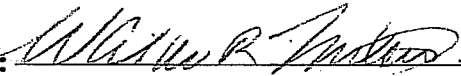
Signer(s) is/are representing:

h. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:

PASO ROBLES:

By: 
WALTER R. NIELSEN, President
TWIST RANCHES, A California Corporation

**BOARD OF SUPERVISORS,
COUNTY OF SAN LUIS OBISPO,
acting solely for and on behalf of
SERVICE AREA 16 and the
COUNTY OF SAN LUIS OBISPO
FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT:**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN LUIS OBISPO

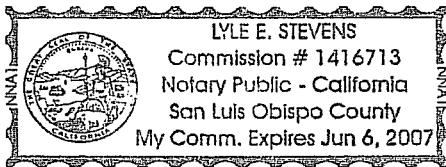
} ss.

On August 23, 2005, before me, LYLE E. STEVENS, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared WALTER R. NIELSEN
Name(s) of Signer(s)

- personally known to me
- 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Lyle E. Stevens
Signature of Notary Public

LYLE E. STEVENS, Notary Public

OPTIONAL

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Description of Attached Document

Title or Type of Document: PASO ROBLES GROUND WATER BASIN AGREEMENT

Document Date: August 19, 2005 Number of Pages: 20 including this acknowledgement page

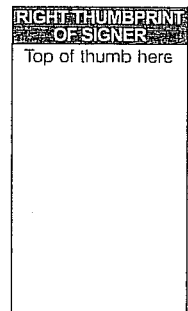
Signer(s) Other Than Named Above: CITY OF PASO ROBLES AND COUNTY BOARD OF SUPERVISORS, SAN LUIS OBISPO COUNTY

Capacity(ies) Claimed by Signer

Signer's Name: WALTER R. NIELSEN

- Individual TWIST RANCHES, A California Corporation
- Corporate Officer — Title(s): President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



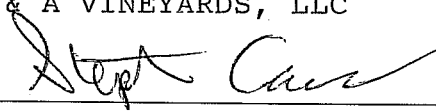
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h. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:

S & A VINEYARDS, LLC

BY:  _____

STEPHEN CASS, MEMBER

PASO ROBLES:

**BOARD OF SUPERVISORS,
COUNTY OF SAN LUIS OBISPO,
acting solely for and on behalf of
SERVICE AREA 16 and the
COUNTY OF SAN LUIS OBISPO
FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT:**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

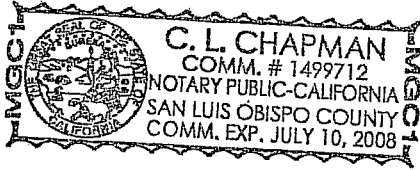
}

County of San Luis Obispo

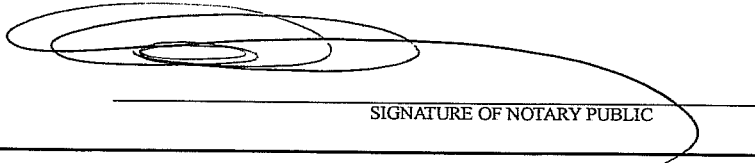
On August 26, 2005, before me, C.L. Chapman Notary

Public, personally appeared Stephen Cass;

personally known to me
 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 PUBLIC

Place Notary Seal Above

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER(S)

DESCRIPTION OF ATTACHED DOCUMENT

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- LIMITED
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- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

[NO. OF PAGES]

[DATE OF DOCUMENT]

Signers Other Than Above:

Signer(s) is/are representing: _____

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IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:

*James Dudley Rookus and
Virginia H. Rookus, husband
and wife joint tenants
Trustees under the revocable
living trust.*

*James Dudley Rookus
Virginia H. Rookus*

PASO ROBLES:

**BOARD OF SUPERVISORS,
COUNTY OF SAN LUIS OBISPO,
acting solely for and on behalf of
SERVICE AREA 16 and the
COUNTY OF SAN LUIS OBISPO
FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT:**

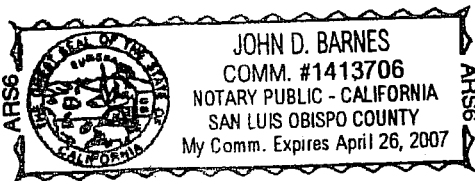
State of California
County of San Luis Obispo

On August 29, 2005 before me, John D. Barnes - Notary Public
(DATE) (NAME/TITLE OF OFFICER-I.e. *JANE DOE, NOTARY PUBLIC*)

personally appeared James D. Rookus & Virginia H. Rookus
(NAME(S) OF SIGNER(S))

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.

(SEAL)

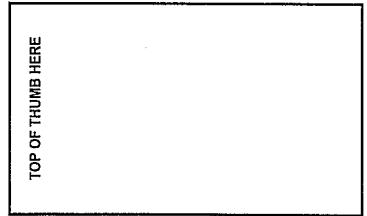
John D. Barnes
(SIGNATURE OF NOTARY)

ATTENTION NOTARY

The information requested below and in the column to the right is OPTIONAL. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:
Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

RIGHT THUMBPRINT (Optional)

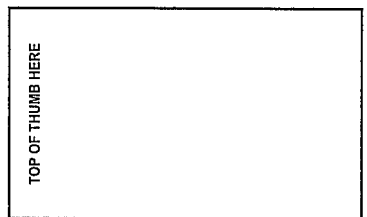


CAPACITY CLAIMED BY SIGNER(S)
 INDIVIDUAL(S)
 CORPORATE _____

OFFICER(S) _____ (TITLES)
 PARTNER(S) LIMITED GENEREAL
 ATTORNEY IN FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)
 INDIVIDUAL(S)
 CORPORATE _____

OFFICER(S) _____ (TITLES)
 PARTNER(S) LIMITED GENEREAL
 ATTORNEY IN FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

h. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:

PASO ROBLES:

Jerry J. Rava Sr. and Suzanne Rava, Trustees of the
Jerry J. Rava, Sr. and Suzanne Rava Trust Agreement under
Trust Agreement

Dated August 8, 1994 Jerry J. Rava, Sr.
JERRY J. RAVA, SR., TRUSTEE

Suzanne Rava
SUZANNE RAVA, TRUSTEE

**BOARD OF SUPERVISORS,
COUNTY OF SAN LUIS OBISPO,
acting solely for and on behalf of
SERVICE AREA 16 and the
COUNTY OF SAN LUIS OBISPO
FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT:**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

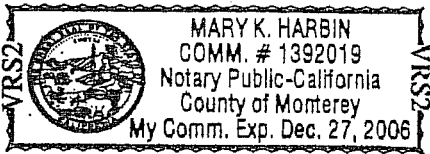
State of California

County of Monterey

On August 30, 2005, before me, Mary K. Harbin Notary Public,

personally appeared Jerry J. Rava Sr. + Suzanne Rava

personally known to me
 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.

Mary K. Harbin
SIGNATURE OF NOTARY PUBLIC

Place Notary Seal Above

OPTIONAL

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Paso Robles Groundwater Basin Agreement

[DOCUMENT TITLE]

TITLES

- PARTNER(S)
 - LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

[NO. OF PAGES]

[DATE OF DOCUMENT]

Signers Other Than Above:

Signer(s) is/are representing:

h. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:

PASO ROBLES:

The Gilmore Revocable Living Trust dated 5/14/1996.

BY: *Kent Gilmore*
KENT GILMORE, TRUSTEE

Kent Gilmore
See ATTACHED CA. ACKNOWLEDGEMENT.

BY: *Dorreene Gilmore*
See ATTACHED CA. ACKNOWLEDGEMENT
DORREENE GILMORE, TRUSTEE

**BOARD OF SUPERVISORS,
COUNTY OF SAN LUIS OBISPO,
acting solely for and on behalf of
SERVICE AREA 16 and the
COUNTY OF SAN LUIS OBISPO
FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT:**

Trustees of the Gilmore

Revocable Living Trust dated 5/14/1996

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

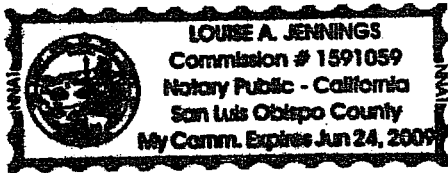
State of California }
County of SAN LUIS OBISPO } ss.

On SEPT. 13, 2005 before me, LOUISE A. JENNINGS, NOTARY PUBLIC,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared DORAEENE GILMORE,
Name(s) of Signer(s)

- personally known to me
- 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(~~e~~), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Louise A. Jennings
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: PASO ROBLES GROUNDWATER BASIN AGREEMENT

Document Date: 9/13/05 Number of Pages: 19

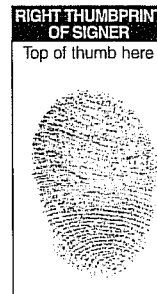
Signer(s) Other Than Named Above: K.C. GILMORE

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



9/13/05
ATTACHED TO AGREEMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

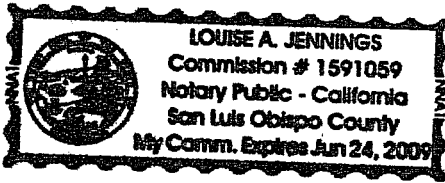
State of California }
County of SAN LUIS OBISPO } ss.

On SEPT. 13, 2005 before me, LOUISE A. JENNINGS NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared K.C. GILMORE
Name(s) of Signer(s)

- personally known to me
- 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.

Louise A. Jennings
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: PASO ROBLES GROUNDWATER BASIN AGREEMENT

Document Date: 9/13/05 Number of Pages: 19

Signer(s) Other Than Named Above: DORRENE GILMORE

Capacity(ies) Claimed by Signer

Signer's Name: K.C. GILMORE

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



ATTACHED TO AGREEMENT
LAG 9/13/05

h. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:

PASO ROBLES:

Frank T. Aguiar and Patricia A. Aguiar, Trustees of the Aguiar Family Trust

BY: Frank T. Aguiar Trustee for the Aguiar Family Trust

BY: Patricia A. Aguiar Trustee
PATRICIA A. AGUIAR, TRUSTEE

FRANK JAY LLOYD AND JUDY A. LLOYD TRUSTEES OF THE FRANK JAY LLOYD 1979 TRUST UNDER AGREEMENT DATED AUGUST 17, 1979

**BOARD OF SUPERVISORS,
COUNTY OF SAN LUIS OBISPO,
acting solely for and on behalf of
SERVICE AREA 16 and the
COUNTY OF SAN LUIS OBISPO
FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT:**

BY: Frank Jay Lloyd Trustee
FRANK JAY LLOYD

BY: Judy A. Lloyd, Trustee
JUDY A. LLOYD, TRUSTEE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

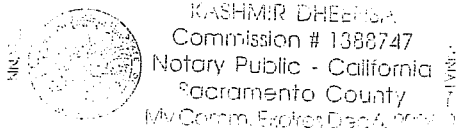
State of CA

County of SACRAMENTO

On Aug 31, 2005, before me, KASHMIR DHEENSA Notary Public, personally appeared FRANK THOMAS AGUIAR + PATRICIA ANN AGUIAR

personally known to me
[X] 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.



Handwritten signature of Kashmir Dheensa

SIGNATURE OF NOTARY PUBLIC

Place Notary Seal Above

OPTIONAL

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

- [X] INDIVIDUAL
[] CORPORATE OFFICER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Paso Robles Groundwater Basin Agreement

[DOCUMENT TITLE]

2

[NO. OF PAGES]

08-31-05

[DATE OF DOCUMENT]

TITLES

- [] PARTNER(S) LIMITED
[] GENERAL
[] ATTORNEY-IN-FACT
[] TRUSTEE(S)
[] GUARDIAN/CONSERVATOR
[] OTHER:

Signers Other Than Above:

None

Signer(s) is/are representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

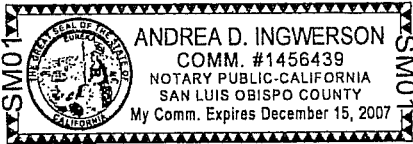
State of California

County of San Luis Obispo

On Sept 8, 2005, before me, Andrea D. Ingwerson Notary

Public, personally appeared Frank J. and Judith A. Lloyd;

personally known to me
 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.

Andrea D. Ingwerson
SIGNATURE OF NOTARY PUBLIC

Place Notary Seal Above

OPTIONAL

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Paso Robles Groundwater Basin Agreement
[DOCUMENT TITLE]

TITLES

[NO. OF PAGES]

- PARTNER(S)
- LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

[DATE OF DOCUMENT]

Signers Other Than Above:

Signer(s) is/are representing:

h. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:

PASO ROBLES:

~~(see attached original signature)~~
ALBERT T. WEBSTER


LYNDA W. DAYTON

**BOARD OF SUPERVISORS,
COUNTY OF SAN LUIS OBISPO,
acting solely for and on behalf of
SERVICE AREA 16 and the
COUNTY OF SAN LUIS OBISPO
FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT:**

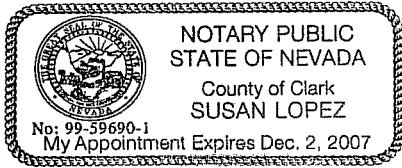
ALL-PURPOSE ACKNOWLEDGMENT

State of Nevada

County of Clark

On October 5, 2005, before me, Susan Lopez Notary Public,
personally appeared LYNDA W. DAYTON;

- personally known to me
- 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.



Place Notary Seal Above

Witness my hand and official seal.

Susan Lopez
SIGNATURE OF NOTARY PUBLIC

OPTIONAL

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER(S)

TITLES

- PARTNER(S)
- LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT:

Signature page w/ Exhibit A of the Paso Robles Groundwater Basin Agmt

[DOCUMENT TITLE]

2
[NO. OF PAGES]

[DATE OF DOCUMENT]

Signers Other Than Above:

Signer(s) is/are representing:

EXHIBIT A

**LANDOWNERS' NAMES AND LEGAL DESCRIPTIONS OF ALL THE LANDS
WITHIN THE BASIN OWNED BY EACH**

LANDOWNERS' NAMES: Albert T. Webster and Lynda W. Dayton

LEGAL DESCRIPTION

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

Lot 82 and the Southerly half of abandoned County Road No.25, lying adjacent to the Northerly line of said lot and between the Northerly prolongation of the Easterly and Westerly lines of said lot of the subdivision of the Rancho HuerHero and adjacent lands, in the County of San Luis Obispo, State of California, ACCORDING TO MAP THEREOF FILED IN BOOK A, PAGE 110 OF MAPS, in the office of the County Recorder of said county.

COUNTY TAX ASSESSMENT NO.043,091,046
PROPERTY DESCRIPTION; RHO HR HRO LT82



Albert T. Webster 8-25-05

LYNDA W. DAYTON

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

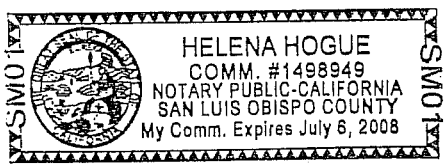
State of California

County of SAN LUIS OBISPO } ss.

On 8-26-05 before me, HELENA HOGUE, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ALBERT T. WEBSTER
Name(s) of Signer(s)

- personally known to me
- 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.
Helena Hogue
 Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

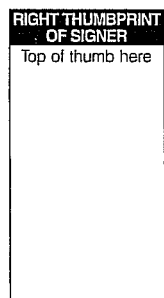
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



additional party shall be deemed that party's execution of a counterpart of this Agreement.

h. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:

PASO ROBLES:

Patricia S. Noel, Trustee
Patricia S. Noel as trustee of the
Patricia S. Noel Separate Property Revocable Trust

Patricia S. Noel, Trustee
Patricia S. Noel as trustee of the
Hayes and Patricia Noel Family Trust

Patricia S. Noel, Trustee
Patricia S. Noel as trustee of the
Thomas John Schoettler Trust

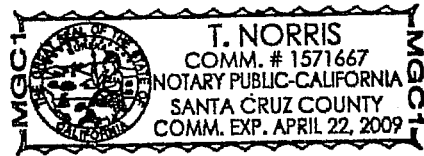
Hayes A. Noel, Trustee
Hayes A. Noel as trustee of the
Hayes and Patricia Noel Family Trust

General Acknowledgment Form

State of California)
County of ~~Capitola~~ Santa Cruz) ss.

On December 22, 2005, before me, T. Norris, a Notary Public in and for said State, personally appeared **PATRICIA S. NOEL AND HAYES A. NOEL** personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Signature

[Handwritten signature]

(seal)

acknow.frm

additional party shall be deemed that party's execution of a counterpart of this Agreement.

h. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:

PASO ROBLES:

The Schoettler Family Partnership
LLLP
By Gail S. Schoettler

The Schoettler Family Partnership, LLLP
By: Gail S. Schoettler

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

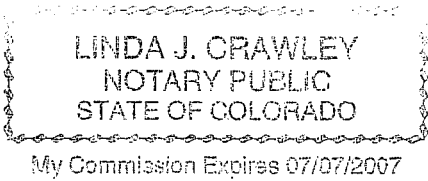
State of Colorado

County of Alamosa

On 9/22, 2005, before me, Linda J. Crawley Notary Public,

personally appeared Gail S. Schaeffler;

- personally known to me
- 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.

Linda J. Crawley
SIGNATURE OF NOTARY PUBLIC

Place Notary Seal Above

OPTIONAL

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Paso Robles Groundwater Basin Agreement
[DOCUMENT TITLE]

TITLES

[NO. OF PAGES]

- PARTNER(S)
 LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

[DATE OF DOCUMENT]

Signers Other Than Above:

Signer(s) is/are representing:


additional party shall be deemed that party's execution of a counterpart of this Agreement.

h. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:

PASO ROBLES:



Martha Noel

William Noel

Julie Michele Sinton

Daniel Stephen Sinton

Stephen J. Sinton as trustee of the Stephen
And Jane Sinton Family Trust

Jane H. Sinton as trustee of the Stephen
And Jane Sinton Family Trust

James D. Schoettler

Lee Katherine Schoettler

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

On 9/28, 2005, before me, Steven Paul Mortiboys Notary Public,

personally appeared Martha Noel;



personally known to me
 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 PUBLIC

Place Notary Seal Above

OPTIONAL

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Paso Robles Groundwater Basin Agreement

[DOCUMENT TITLE]

TITLES

[NO. OF PAGES]

- PARTNER(S)
 - LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

[DATE OF DOCUMENT]

Signers Other Than Above:

Signer(s) is/are representing:

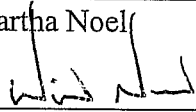
additional party shall be deemed that party's execution of a counterpart of this Agreement.

h. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:

PASO ROBLES:

Martha Noel


William Noel

Julie Michele Sinton

Daniel Stephen Sinton

Stephen J. Sinton as trustee of the Stephen
And Jane Sinton Family Trust

Jane H. Sinton as trustee of the Stephen
And Jane Sinton Family Trust

James D. Schoettler

Lee Katherine Schoettler

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of ~~California~~ Virginia
}

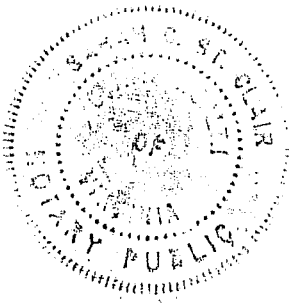
County of Rockbridge

On Oct. 5, 2005, before me, Sarah G. St.Clair Notary

Public, personally appeared William Noel ;

personally known to me
 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.



Place Notary Seal Above

Sarah G. St. Clair
SIGNATURE OF NOTARY PUBLIC
Commission expires August 31, 2008

OPTIONAL

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Paso Robles Groundwater Basin Agreement
[DOCUMENT TITLE]

TITLES

- PARTNER(S)
- LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

[NO. OF PAGES]

[DATE OF DOCUMENT]

Signers Other Than Above:

Signer(s) is/are representing:

additional party shall be deemed that party's execution of a counterpart of this Agreement.

h. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:

PASO ROBLES:

Martha Noel

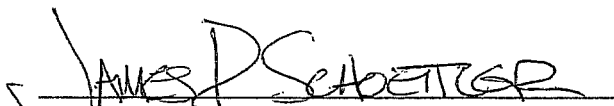
William Noel

Julie Michele Sinton

Daniel Stephen Sinton

Stephen J. Sinton as trustee of the Stephen
And Jane Sinton Family Trust

Jane H. Sinton as trustee of the Stephen
And Jane Sinton Family Trust



James D. Schoettler

Lee Katherine Schoettler

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

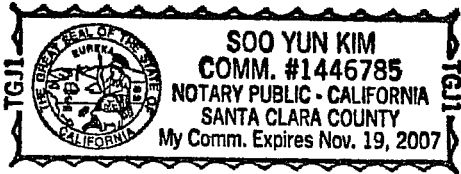
State of California

County of Santa Clara

On Sep. 28, 2005, before me, SOO YUN KIM Notary

Public, personally appeared James D. Schoettler ;

personally known to me
 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 Public

SIGNATURE OF NOTARY PUBLIC

Place Notary Seal Above

OPTIONAL

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

- Individual (checked)
Corporate Officer(s)

DESCRIPTION OF ATTACHED DOCUMENT

Paso Robles Groundwater Basin Agreement
[DOCUMENT TITLE]

TITLES

[NO. OF PAGES]

- Partner(s)
Limited
General
Attorney-in-fact
Trustee(s)
Guardian/conservator
Other:

[DATE OF DOCUMENT]

Signers Other Than Above:

Signer(s) is/are representing:

oneself

additional party shall be deemed that party's execution of a counterpart of this Agreement.

h. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:

PASO ROBLES:

Martha Noel

William Noel

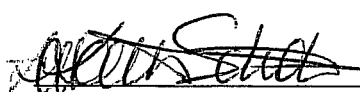
Julie Michele Sinton

Daniel Stephen Sinton

Stephen J. Sinton as trustee of the Stephen
And Jane Sinton Family Trust

Jane H. Sinton as trustee of the Stephen
And Jane Sinton Family Trust

James D. Schoettler



Lee Katherine Schoettler

see attached
notary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On Oct. 3, 2005 2005, before me, Linda A. Gagnon, Notary

Public, personally appeared Lee Katherine Schoettle;

personally known to me
 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.

Place Notary Seal Above

[Signature]
SIGNATURE OF NOTARY PUBLIC

OPTIONAL

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Paso Robles Groundwater Basin Agreement

[DOCUMENT TITLE]

TITLES

- PARTNER(S)
- LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

18

[NO. OF PAGES]

8-19-05

[DATE OF DOCUMENT]

Signers Other Than Above:

Signer(s) is/are representing:

additional party shall be deemed that party's execution of a counterpart of this Agreement.

h. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

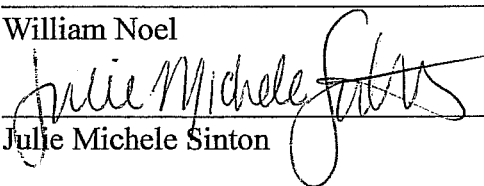
IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:

PASO ROBLES:

Martha Noel

William Noel


Julie Michele Sinton

Daniel Stephen Sinton

Stephen J. Sinton as trustee of the Stephen
And Jane Sinton Family Trust

Jane H. Sinton as trustee of the Stephen
And Jane Sinton Family Trust

James D. Schoettler

Lee Katherine Schoettler

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of Tennessee

County of Davidson

On 9-30, 2005, before me, Marcia N. Bailey Notary Public,

personally appeared Julie Michele Sexton :

- personally known to me
- 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.

Marcia N. Bailey
SIGNATURE OF NOTARY PUBLIC

Place Notary Seal Above

OPTIONAL

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Paso Robles Groundwater Basin Agreement
[DOCUMENT TITLE]

TITLES

[NO. OF PAGES]

- PARTNER(S)
 - LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

[DATE OF DOCUMENT]

Signers Other Than Above:

Julie Michele Sexton
Signer(s) is/are representing:

additional party shall be deemed that party's execution of a counterpart of this Agreement.

h. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:


PASO ROBLES:

Martha Noel

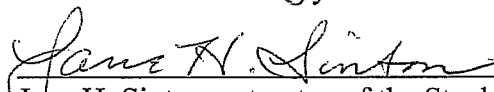
William Noel

Julie Michele Sinton

Daniel Stephen Sinton



Stephen J. Sinton as trustee of the Stephen
And Jane Sinton Family Trust



Jane H. Sinton as trustee of the Stephen
And Jane Sinton Family Trust

James D. Schoettler

Lee Katherine Schoettler

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

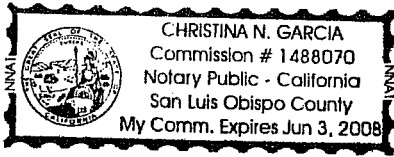
State of California

County of San Luis Obispo

On September 27, 2005, before me, Christina N. Garcia Notary

Public, personally appeared Stephen J. Sinton;

personally known to me
 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]

Place Notary Seal Above

SIGNATURE OF NOTARY PUBLIC

OPTIONAL

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Paso Robles Groundwater Basin Agreement

[DOCUMENT TITLE]

TITLES

- PARTNER(S)
- LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

[NO. OF PAGES]

[DATE OF DOCUMENT]

Signers Other Than Above:

Signer(s) is/are representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

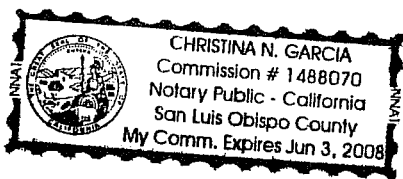
State of California

County of San Luis Obispo

On September 23, 2005, before me, Christina N. Garcia Notary Public,

personally appeared Jane H. Sinton;

personally known to me
 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.

Christina N. Garcia

SIGNATURE OF NOTARY PUBLIC

Place Notary Seal Above

OPTIONAL

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Paso Robles Groundwater Basin Agreement

[DOCUMENT TITLE]

TITLES

[NO. OF PAGES]

- PARTNER(S)
 - LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

[DATE OF DOCUMENT]

Signers Other Than Above:

Signer(s) is/are representing: _____

additional party shall be deemed that party's execution of a counterpart of this Agreement.

h. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

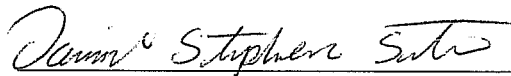
LANDOWNERS:

PASO ROBLES:

Martha Noel

William Noel

Julie Michele Sinton



Daniel Stephen Sinton

Stephen J. Sinton as trustee of the Stephen
And Jane Sinton Family Trust

Jane H. Sinton as trustee of the Stephen
And Jane Sinton Family Trust

James D. Schoettler

Lee Katherine Schoettler

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

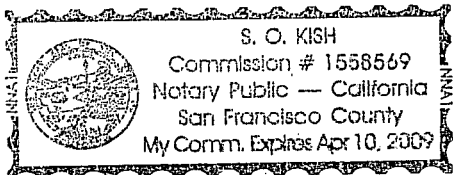
State of California

County of San Francisco

On 10-4-, 2005, before me, S. O. KISH Notary

Public, personally appeared Daniel Stephen Sinton :

personally known to me
 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.

S. O. KISH
SIGNATURE OF NOTARY PUBLIC

Place Notary Seal Above

OPTIONAL

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Paso Robles Groundwater Basin Agreement

[DOCUMENT TITLE]

TITLES

- PARTNER(S)
- LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

19
[NO. OF PAGES]

10-4-05
[DATE OF DOCUMENT]

Signers Other Than Above:

Signer(s) is/are representing:

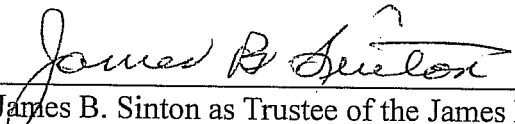
additional party shall be deemed that party's execution of a counterpart of this Agreement.

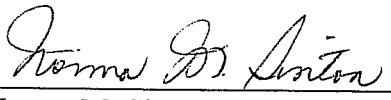
h. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:

PASO ROBLES:


James B. Sinton as Trustee of the James B. Sinton Family Revocable Trust, U/D/T, Dated May 28, 1997


Norma M. Sinton as Trustee of the James B. Sinton Family Revocable Trust, U/D/T, Dated May 28, 1997

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

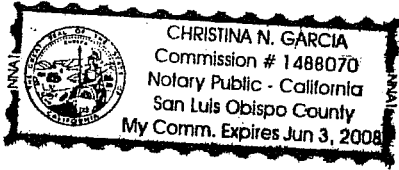
State of California

County of San Luis Obispo

On September 20, 2005, before me, Christina N. Garcia Notary

Public, personally appeared James B. Sinton ;

personally known to me
 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.

Christina N. Garcia

SIGNATURE OF NOTARY PUBLIC

Place Notary Seal Above

OPTIONAL

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Paso Robles Groundwater Basin Agreement

[DOCUMENT TITLE]

TITLES

- PARTNER(S)
- LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

[NO. OF PAGES]

[DATE OF DOCUMENT]

Signers Other Than Above:

Signer(s) is/are representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

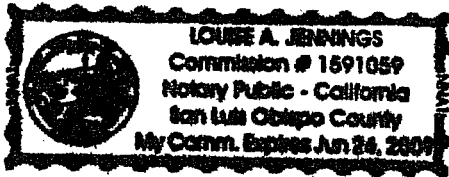
County of SAN LUIS OBISPO

On 9/23/05, 2005, before me, Louise A. JENNINGS Notary Public,

personally appeared NORMA A. SINTON;

- personally known to me
[X] 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.



Place Notary Seal Above

Signature of Louise A. Jennings, SIGNATURE OF NOTARY PUBLIC

OPTIONAL

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

- Individual
Corporate Officer(s)

DESCRIPTION OF ATTACHED DOCUMENT

Paso Robles Groundwater Basin Agreement

[DOCUMENT TITLE]

TITLES

[NO. OF PAGES]

- Partner(s) Limited
General
Attorney-in-fact
Trustee(s)
Guardian/conservator
Other:

[DATE OF DOCUMENT]

Signers Other Than Above:

Signer(s) is/are representing:

h. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:

PASO ROBLES:

EDWARD JOSEPH BERNARD and
LINDA ANN BERNARD TRUSTEES OF THE
2000 BERNARD FAMILY TRUST
DATED SEPTEMBER 6, 2000

by Edward Joseph Bernard
by Linda Ann Bernard

**BOARD OF SUPERVISORS,
COUNTY OF SAN LUIS OBISPO,
acting solely for and on behalf of
SERVICE AREA 16 and the
COUNTY OF SAN LUIS OBISPO
FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT:**

*see attached notary
acknowledgment*

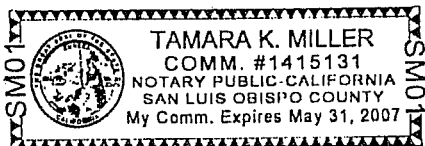
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo

On Sept. 1st, 2005, before me, Tamara K. Miller Notary Public,
personally appeared Edward Joseph Bernard and Linda Ann Bernard;

personally known to me
 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.



Place Notary Seal Above

Witness my hand and official seal.

Tamara K Miller

SIGNATURE OF NOTARY PUBLIC

OPTIONAL

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Paso Robles Groundwater Basin Agreement

[DOCUMENT TITLE]

TITLES

[NO. OF PAGES]

- PARTNER(S)
 - LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

[DATE OF DOCUMENT]

Signers Other Than Above:

Signer(s) is/are representing:

h. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:

Noel A Ryan

NOEL A RYAN

PASO ROBLES:

**BOARD OF SUPERVISORS,
COUNTY OF SAN LUIS OBISPO,
acting solely for and on behalf of
SERVICE AREA 16 and the
COUNTY OF SAN LUIS OBISPO
FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT:**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

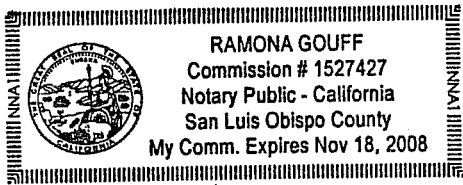
State of California

County of San Luis Obispo

On Oct. 3, 2005, before me, Ramona Gouff Notary

Public, personally appeared Noel A Ryan;

personally known to me
 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.

R Gouff
SIGNATURE OF NOTARY PUBLIC

Place Notary Seal Above

OPTIONAL

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Paso Robles Groundwater Basin Agreement
[DOCUMENT TITLE]

TITLES

- PARTNER(S)
- LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

[NO. OF PAGES]

[DATE OF DOCUMENT]

Signers Other Than Above:

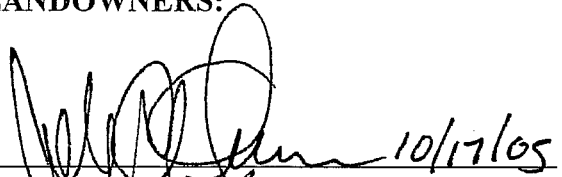
Signer(s) is/are representing:

additional party shall be deemed that party's execution of a counterpart of this Agreement.

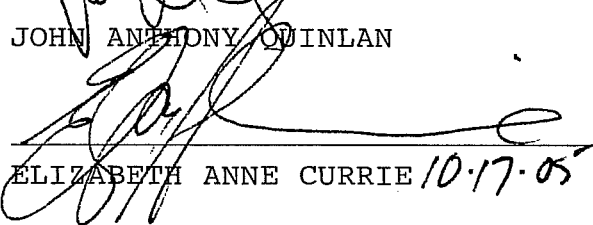
h. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:



JOHN ANTHONY QUINLAN 10/17/05



ELIZABETH ANNE CURRIE 10-17-05

PASO ROBLES:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN LUIS OBISPO } SS.

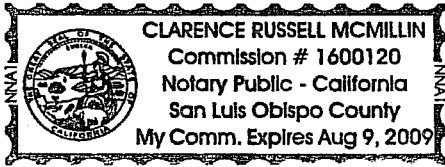
NOTARY

On 17 OCT. 05, before me, CLARENCE RUSSELL McMILLIN,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared JOHN ANTHONY QUINLAN,
Name(s) of Signer(s)

personally known to me

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.



Place Notary Seal Above

WITNESS my hand and official seal
Clarence Russell McMillin
 Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

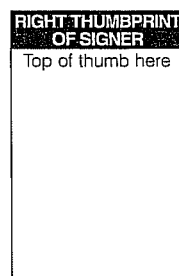
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN LUIS OBISPO } ss.

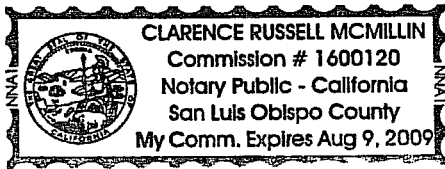
NOTARY

On 17 OCT 05, before me, CLARENCE RUSSELL MCMILLIN
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ELIZABETH ANNE CURRIE
Name(s) of Signer(s)

personally known to me

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.

Clarence Russell McMillin
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

additional party shall be deemed that party's execution of a counterpart of this Agreement.

b. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:

PASO ROBLES:

MORRISON RANCH CORP.

BY: *Kenneth D. Morrison*
KENNETH D. MORRISON, PRESIDENT

Roy & Yvonne Morrison
Ranch Corp.

Kenneth D. Morrison
(PRES.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

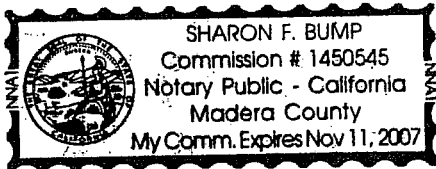
State of California

County of MADERA

On October 4, 2005, before me, Sharon F. Bump Notary

Public, personally appeared Kenneth D. Morrison

personally known to me
 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.

Sharon F. Bump
SIGNATURE OF NOTARY PUBLIC

Place Notary Seal Above

OPTIONAL

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER(S)

TITLES

- PARTNER(S)
- LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Paso Robles Groundwater Basin Agreement

[DOCUMENT TITLE]

10 (TEN)

[NO. OF PAGES]

August 19, 2005

[DATE OF DOCUMENT]

Signers Other Than Above:

Signer(s) is/are representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

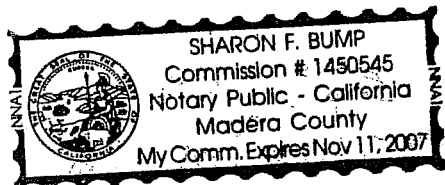
State of CALIFORNIA

County of MADERA

On October 4, 2005, before me, Sharon F. Bump Notary Public,

personally appeared Kenneth D. Morrison

personally known to me
 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.

Sharon F. Bump
SIGNATURE OF NOTARY PUBLIC

Please Notary Seal Above

OPTIONAL

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL
 CORPORATE OFFICER(S)
President
TITLES

PARTNER(S) LIMITED
 GENERAL
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Paso Robles Groundwater Basin Agreement
[DOCUMENT TITLE]
10 Ten
[NO. OF PAGES]
August 19, 2005
[DATE OF DOCUMENT]

Signers Other Than Above:

Signer(s) is/are representing:

additional party shall be deemed that party's execution of a counterpart of this Agreement.

h. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:

Robert K. Morrison and Dianne H. Morrison,
Trustees of the 2000 Morrison Family Trust
UDT dated June 19, 2000

BY: *Robert K. Morrison*
ROBERT K. MORRISON, TRUSTEE

[Signature]

BY: *Dianne H. Morrison*
DIANNE H. MORRISON, TRUSTEE

PASO ROBLES:

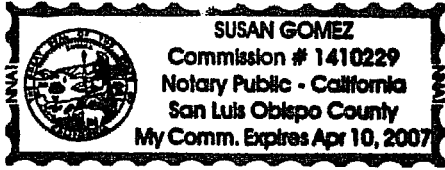
Vice President Reg + Vets Ranch Corp.

State of CALIFORNIA

County of SAN LUIS OBISPO

On October 8, 2005 before me, Susan Gomez, Notary Public, personally appeared Robert K. Morrison and Diane H. Morrison

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.

Susan Gomez
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)

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title

- Partner(s) Limited
- General

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

Title or Type of Document

PRIOR
Agreement Instructions

Number of Pages

19

Date of Document

August 2005

Absent Signer (Principal) is Representing:

Signer(s) Other Than Name(s) Above

EXHIBIT A

LANDOWNERS' NAMES AND LEGAL DESCRIPTIONS OF ALL THE LANDS WITHIN THE BASIN OWNED BY EACH

In the unincorporated area of the County of San Luis Obispo, State of California, described as follows:

DRY CREEK CORP. (Gallo Vineyards Inc.)

PARCEL 1:

The South one-half of Lot 3 and all of Lot 4, of the Dunning and Dresser Tract, in the County of San Luis Obispo, State of California, according to map filed October 19, 1889 in Book A at page 119 of Maps, in the Office of the County Recorder of said County, and being portions of Section 20, Township 27 South, Range 13 East, Mount Diablo Base and Meridian.

PARCEL 2:

That portion of Lots 5 and 6 of the Dunning and Dresser Tract, in the County of San Luis Obispo, State of California, according to map filed October 19, 1889 in Book A at page 119 of Maps, in the Office of the County Recorder of said County, and being a portion of Section 21, Township 27 South, Range 13 East, Mount Diablo Base and Meridian, lying Westerly of the following described line:

Beginning at a point on the Southerly line of Lot 5 of the Dunning and Dresser Tract that is distant along said Southerly line, North 89° 13' East 648.45 feet from the center line of the unnamed road adjoining the Westerly line of said Lot 5; thence an 0° 27' 55" East to the Northerly line of said Lot 6.

EXCEPTING therefrom that portion of said Lot 6 lying Northerly of the Easterly prolongation of the Southerly line of the North half of Lot 3 of said Dunning and Dresser Tract.

PARCEL 3:

Lot 113 and Lot 119 adjacent to said Lot 113 of the Subdivisions of the Rancho Santa Ysabel and adjacent lands, in the County of San Luis Obispo, State of California, according to map filed for record January 25, 1887 in Book A at page 29 of Maps, in the Office of the County Recorder of said County, excepting and excluding, however, that lot and parcel designated 119 and adjoining Lot 120 as shown on the map of said subdivision.

EXCEPTING therefrom that portion of Lot 113 described in deed recorded December 30, 1977 in Book 2036 at page 881 of Official Records.

ALSO EXCEPTING therefrom a one-half interest in and to all crude oil, petroleum, gas, brea, asphaltum and all kindred substances and other minerals under and in said land, said reservation to expire 12:00 P.M. May 1, 1976 as reserved by Sidney P. Wachs and Ivy May Wachs, husband and wife, in deed dated June 13, 1961 and filed for record July 3, 1961 in Book 1131 at page 108 of Official Records, under Recorder's Series Number 13419.

PARCEL 4:

Lots 1, 2, 13 and 14 of the Dunning and Dresser Tract, in the County of San Luis Obispo, State of California, according to map filed for record October 19, 1889, in Book A at page 119 of Maps, in the Office

EXHIBIT A CON'T

of the County Recorder of said County, and being portions of Sections 17 and 20 of Township 20 South, Range 13 East, Mount Diablo Base and Meridian.

NOTE: Lots 1 and 2 above described are the same as the West half of the Southeast quarter of Section 20, Township 27 South, Range 13 East, Mount Diablo Base and Meridian.

EXCEPTING therefrom a one-half interest in and to all crude oil, petroleum, gas, brea, asphaltum and all kindred substances and other minerals under and in said land, said reservation to expire 12:00 P.M. May 1, 1976 as reserved by Sidney P. Wachs and Ivy May Wachs, husband and wife, in deed dated June 13, 1961 and filed for record July 3, 1961 in Book 1131 at page 108 of Official Records, under Recorder's Series Number 13419.

PARCEL 5:

That portion of Lot 112 of the subdivision of the Rancho Santa Ysabel and adjacent lands, in the County of San Luis Obispo, State of California, according to map filed January 25, 1887 in Book A at page 29 of Maps, in the Office of the County Recorder of said County, and being more particularly described as follows:

Commencing at SY 340 on the South line of said Lot 112; thence along said South line South 85° 38' 10" East, 187.21 feet to the Point of Beginning; thence leaving said South line North 7° 45' 31" East, 43.46 feet to the South line of Creston Road; thence along said South line of Creston Road from a tangent that bears South 82° 14' 29" East along a curve to the left whose radius is 1040.69 feet through a central angle of 14° 16' 08" for an arc length of 257.17 feet; thence North 83° 10' 30" East, 1838.88 feet to the intersection of the South line of Creston Road with the South line of Lot 112; thence along the South line of said Lot 112, South 77° 21' 20" West, 1429.59 feet to SY 341; thence North 85° 38' 10" West, 703.00 feet to the True Point of Beginning.

TWIST RANCHES, a California corporation APN: 035-101-050

Lots 30 and 44 of the Subdivisions of Huer Huero Rancho and adjacent lands, in the County of San Luis Obispo, State of California, according to the map recorded August 2, 1884, in Book A, page 110 of Maps, in the office of the County Recorder of said County.

EXCEPT from said lot 30 that portion thereof described as follows:

Beginning at Stake S.969 set at the northwest corner of said lot and running thence South 77 1/2° East along the northerly line of said lot, 44.12 chains, more or less, to stake S.258 at the northeast corner of said lot; thence South 24 1/2° East along the easterly line of said lot, 20.48 chains to a stake, thence South 77 1/2° West, 52.74 chains to stake on the westerly line of said lot; thence North 20.50 chains to a stake S.969 the point of beginning.

ALSO EXCEPT from Lots 30 and 44 that portion of said land described in deed to John W. Akers and Glenna M. Akers, husband and wife, each as to an undivided 1/2 interest, as tenants in common, dated July 13, 1967, and recorded August 1, 1967, in Book 1443, page 585 of Official Records.

ALSO EXCEPT an undivided 1/3 of all oil, gas, and other hydrocarbon substances and/or minerals, in, and under said land, as reserved in deed from Benjamin H. Richardson and Etta M. Richardson, his wife, recorded January 21, 1946, in Book 400, page 325 of Official Records.

EXHIBIT A CON'T

ALSO EXCEPT therefrom an undivided 1/3 of all oil, gas, and other hydrocarbon substances and/or minerals in and under said land as reserved by Samuel Brask, et ux., in deed dated March 31, 1955, and recorded May 4, 1955, in Book 802, page 419 of Official Records.

Said land is shown as Parcel B on Record of Surveys Map recorded August 8, 1967, in Book 16, page 10 of Record of Surveys.

Together with all buildings and improvements thereon.

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

SUBJECT to a Deed of Trust with Assignment of Rents to secure an indebtedness of \$212,000.00, recorded February 13, 1974, in Book 1764, of Official Records at page 881, office of the County Recorder, County of San Luis Obispo, California, dated January 29, 1974, executed by Betty Burke, an unmarried woman, Trustor, to Crocker National Bank, a national banking association, Trustee, in favor of Mike C. Boldur and Clara B. Boldur, as Trustees under Declaration of Trust, dated July 27, 1972, Beneficiaries.

SUBJECT to a Deed of Trust to secure an indebtedness of \$99,160.00, recorded February 14, 1978, in Book 2047, of Official Records at page 376, office of the County Recorder, County of San Luis Obispo, California, dated December 23, 1977, executed by JOHN E. S. BUCHANAN and BARBARA J. BUCHANAN, his wife, Trustors, to FIRST AMERICAN TITLE INSURANCE COMPANY, Trustee, in favor of JAMES M. DUENOW and JUDITH M. DUENOW, Beneficiaries.

SUBJECT to all taxes and assessments, leases, liens, reservations, restrictions, conditions, exceptions, regulations, zoning, codes, easements, rights-of-way, ordinances, licenses affecting the property, if any, encroachments, if any, upon any street, highway or other property.

S & A VINEYARDS, LLC, a California Limited Liability Company

APN: 035-032-014

035-032-018

Parcel 6 of Parcel Map Coal 99-0104 as per Map recorded in Book 55 of Parcel Maps Page 76 Records of San Luis Obispo County.

James Dudley Rookus and Virginia H. Rookus, husband and wife, joint tenants, as Trustees, under the Revocable Living Trust for The James D. Rookus Family Trust DTD 8/26/70

APN: 35-101-044

35-101-048

35-101-049

That portion of lots 30 and 44 of the subdivision:, of the Huer Huero Rancho and adjacent lands in the County of San Luis Obispo, State of California, according to Map recorded August 2, 1884 in Book A, Page 110 of Maps, in the office of the County Recorder of said county, said portion of lots 30 and 44 also being shown in Book 16 of Licensed Surveys, at Page 10 and being more particularly described as follows:

Beginning at the southwest corner of Parcel 2 as said Parcel 2 is shown in Book 16 of Parcel Maps, at Page 11;

Thence along the westerly line of said Parcel 2, north 1560.87 feet to a point;

Thence north 78° 25' 14" east, 1584.96 feet to the westerly line of said Parcel 2;

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Thence along said westerly line, north 23° 21' 12" west, 1848.66 feet to a point on the south line of Parcel 1 as said Parcel 1 is shown in Book 16 of Parcel Maps, at Page 11;
Thence along said south line, north 77° 34' 02" east, 1600.00 feet to the east line of said Parcel 1;
Thence along said east line which is also the west line of Parcel B according to Book 16 of Licensed Surveys, at Page 10;
Thence along said westerly line of Parcel B and the easterly line of the aforementioned Parcel 2, south 6° 39' 44" east, 961.40 feet; thence south 2° 54' 46" west, 740.08 feet;
Thence south 47° 15' 14" east, 933.20 feet;
Thence south 1° 22' 17" west, 1587.56 feet to a point that lies 30.00 feet north of the south line of Parcel 8 as said Parcel B is shown in Book 16 of Licensed Surveys at Page 10, north 88° 37' 43" east, 133.73 feet;
Thence north 74° 52' 19" east, 462.58 feet;
Thence north 88° 37' 43" east, 192.88 feet;
Thence south 43° 30' 00" east, 148.32 feet to a point that lies 30.00 feet north of the south line of said Parcel B;
Thence parallel to and 30.00 feet north of said south line, north 88° 37' 43" east, 1706.21 feet to the westerly line of Creston road; thence along said westerly line, south 22° 31' 59" east, 32.17 feet to the south line of said Parcel B;
Thence along said south line of Parcel B and the south line of the aforementioned Parcel 2, south 88° 37' 43" west, and 5779.05 feet to the point of beginning.

Jerry J. Rava Sr. and Suzanne Rava, Trustees of the Jerry J. Rava, Sr. and Suzanne Rava Trust Agreement under Trust Agreement dated August 8, 1994

APN: 035-341-022

035-341-020

Lot 19 and 21 of Dunning and Dresser Tract, in the County of San Luis Obispo, State of California, according to map recorded October 19, 1889 in Book A, Page 119 of Maps, in the office of the County Recorder of said County.

Kent C. Gilmore and Dorreene G. Gilmore, Trustees of the Gilmore Revocable Living Trust dated May 14, 1996

APN: 35-081-45

PARCEL 1:

That portion of Lot 30 of the Subdivision of the Rancho Huer Huero and adjacent lands in the County of San Luis Obispo, State of California, according to the map recorded August 2, 1884 in Book 4, page 110 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at Stake S.969 at the Northwest corner of said lot, and running thence North 77 1/2° East along the Northerly line of said lot, 44.12 chains, more or less, to Stake S.259 at the Northeast corner of said lot; thence South 24 1/2" East along the Easterly line of said lot, 20.48 chains to a stake; thence South 77 1/2° West, 52.74 chains to stake on the Westerly line of said lot; thence North 20.50 chains to Stake S.969, the point of beginning.

EXCEPTING *therefrom* that portion of said land described in deed to Franklin Irvin Perry and wife recorded on November 2, 1962 in Book 1209, Page 459 of Official Records; and that portion described in deed to Muriel A. Ross, a married woman recorded November 2, 1962 in Book 1209 Page 457 of Official Records and that portion described in deed to Ruth K. Castle, a married woman, recorded November 2, 1962 in book 1209, Page 458 of Official Records and that portion

EXHIBIT A CON'T

described in deed to Amy Botts recorded November 14, 1963 in Book 1270, Page 116 of Official Records.

PARCEL 2:

An easement for ingress, egress over that portion of county road #5214 (also known as Feenstra Road) as described in resolution vacating a portion of Feenstra Road, Supervisorial District No. 1, recorded April 25, 1985 in Book 2700, Page 266 of Official Records, which would pass with conveyance of Lot 1 of the Associated Almond Orchard Independence Tract No. 10-C, according to the map recorded June 16, 1921 in Book 2, Page 26 of Maps, only in the event that normal access is impassible due to wet weather, recorded October 10, 1989 in Book 3395, Page 152 of Official Records.

Frank Jay Lloyd and Judy A. Lloyd, Trustees, of The Frank Jay Lloyd 1979 Trust under Agreement dated August 11, 1979

Frank T. Aguiar and Patricia A. Aguiar, Trustees, of The Aguiar Family Trust

APN: 035-101-59

035-101-60

Parcel No. 1 of Parcel Map C090-013, recorded in January 23, 1991 in Book 47, Page 88 of Parcel Maps, in the office of the county recorder of said county.

Albert T. Webster and Lynda W. Dayton

APN: 043-091-046

DESCRIPTION: RHO HR HRO LT82

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

Lot 82 and the Southerly half of abandoned County Road No. 25, lying adjacent to the Northerly line of said lot and between the Northerly prolongation of the Easterly and Westerly lines of said lot of the subdivision of the Rancho Huer Hero and adjacent lands, in the County of San Luis Obispo, State of California, ACCORDING TO MAP THEREOF FILED IN BOOK A, PAGE 110 OF MAPS, in the office of the County Recorder of said county.

Patricia S. Noel Separate Property Revocable Trust (dated December 23, 2002), Hayes and Patricia Noel Family Trust (dated December 23, 2002), Martha Noel, William Noel, The Schoettler Family Partnership, LLLP, dated July 22, 2005, Lee Katherine Schoettler, James D. Schoettler, Thomas John Schoettler Trust (dated October 7, 1996)

The Southwest quarter of Section 11, the North half of the Northwest quarter and the Southeast quarter of the Northwest quarter of Section 14, Township 28 South, Range 15 East, Mount Diablo Base and Meridian, constituting a portion of that property commonly known as the Canyon Ranch, EXCEPTING therefrom the easterly fifty (50) foot strip of land along the West half of Section 11 and the easterly fifty (50) foot strip of land along the Northeast quarter of Section 14 of said township and range.

APN: 37-351-26 & 37-371-25

The Northwest quarter, the North half of the Southwest quarter, the Southeast quarter of the Southwest quarter and the East half of the Southwest quarter of the Southwest quarter of Section 2, and the North half of the Northwest quarter of Section 11, Township 28 South, Range 15 East, Mount Diablo Base and Meridian, constituting a portion of that property commonly known as the Canyon Ranch.

EXHIBIT A CON'T

EXCEPTING therefrom the easterly fifty (50) foot strip of land along the East half of the West half of Section 2 and the easterly fifty (50) foot strip of land along the Northeast quarter of the Northwest quarter of Section 11 of said township and range.

Excepting therefrom the easement for the County road.

APN: 37-351-23

The West half of the Southwest quarter of the Southwest quarter of Section 2, Township 28 South and the Southeast quarter, the East half of the Southwest quarter, the South half of the Northeast quarter and the Southeast quarter of the Northwest quarter of Section 27, Township 27 South, both of Range 15 East, Mount Diablo Base and Meridian, constituting a portion of that property commonly known as the Canyon Ranch.

APN: 37-351-21; 37-341-21; 37-341-22

The East half of the Northeast quarter of Section 3, Township 28 South and the East half and East half of the West half of Section 34, Township 27 South, both in Range 15 East, Mount Diablo Base and Meridian, constituting a portion of that property commonly known as the Canyon Ranch.

APN: 37-351-18 & 37-341-13

The West half, the Southeast quarter, and the West half of the Northeast quarter of Section 3, Township 28 South, both in Range 15 East, Mount Diablo Base and Meridian, constituting a portion of that property commonly known as the Canyon Ranch.

APN: 37-351-19

The East half of the Northwest quarter of Section 10, in Township 28 South, Range 15 East, Mount Diablo Base and Meridian, containing 80 acres, more or less.

APN: 37-351-11

The West half of the Northeast quarter of Section 10, in Township 28 South, Range 15 East, Mount Diablo Base and Meridian, containing 80 acres, more or less.

APN: 37-351-11

The East half of the Northeast quarter of Section 10 and the South half of the Northwest quarter of Section 11, Township 28 South, Range 15 East, Mount Diablo Base and Meridian, with the easterly 50 foot strip of land of said the South half of the Northwest quarter of Section 11, Township 28 South, Range 15 East, Mount Diablo Base and Meridian, with the easterly 50 foot strip of land of said South half of the Northwest quarter, Section 11, Township 28 South, Range 15 East, Mount Diablo Base and Meridian, to be excluded therefrom as shown on a portion of parcel #2 of Parcel Map COAL-73-157.

APN: 37-351-17

The Stephen and Jane Sinton Family Trust (dated June 9, 2004), Julie Michele Sinton, Daniel Stephen Sinton

The Northwest quarter of the Northwest quarter of Section 24, and the North half of the Northeast quarter of Section 23, all in Township 28 South, Range 15 East, Mount Diablo Base and Meridian, containing 120 acres, more or less.

APN: 37-371-16

The Southeast quarter of the Southeast quarter of Section 14, and the Southwest quarter of the Northeast quarter of Section 23, all in Township 28 South, Range 15 East, Mount Diablo Base and Meridian, containing 80 acres, more or less.

APN: 37-371-16

EXHIBIT A CON'T

The West half of the Southeast quarter and the Southeast quarter of the Southwest quarter of section 23, Township 28 south, Range 15 East, Mount Diablo Base and Meridian, being a portion of Parcel 2 on map record 1 in Book 10 of Parcel Maps, at page 9, Document No. 38906, County of San Luis Obispo, State of California.

APN: 37-351-20

The East half of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 23, Township 28 South, Range 15 East, Mount Diablo Base and Meridian, shown as a portion of parcel #2 of Parcel Map COAL-73-158. Said sections of land being more particularly described in deeds 1429 of Official Records at page 347; 1600 of Official Records at page 593, on file in the office of the San Luis Obispo County Recorder.

APN: 37-401-20

The West half of the Southeast quarter, the Southeast quarter of the Southeast quarter and the North half of the Northeast quarter of Section 34, and the Southwest quarter of the Southwest quarter of Section 26, both of Township 28 South, Range 15 East, Mount Diablo Base and Meridian,

APN: 37-401-28; 37-401-29; 37-401-30

The South half of the Southwest quarter of Section 34, Township 28 South, Range 15 East, and Lot 42, Township 29 South, Range 15 East, Mount Diablo Base and Meridian, APN: 37-401-32; 71-011-01
The East half of the West half and the West half of the East half of Section 26, Township 28 South, Range 15 East, Mount Diablo Base and Meridian.

APN: 37-401-19

The South half of the Northeast quarter and the Northeast quarter of the Southeast quarter of Section 34, and the Northwest quarter and the Northwest quarter of the Northeast quarter of Section 35, both of Township 28 South, Range 15 East, Mount Diablo Base and Meridian,

APN: 37-401-21; 37-401-08; 37-401-07

The Southeast quarter of the Southeast quarter of Section 32, the South half of the South half and the North half of the Southeast quarter of Section 33, and the Northwest quarter of the Southwest quarter of Section 34, all of Township 28 South, Range 15 East, Mount Diablo Base and Meridian,

APN: 37-391-21; 37-401-34

James B. Sinton Family Revocable Trust, U/D/T, Dated May 28, 1997

The Western half of Section 35; the Southwest quarter and the South half of the Northwest quarter of Section 26 of Township 27 South, Range 15 East, Mount Diablo Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

APN: 037-341-019

The West half of the NW $\frac{1}{4}$, and the West half of the SW $\frac{1}{4}$ of Section 23 in Township 28 South, Range 15 East, Mount Diablo Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

APN: 037-371-019

The East half of Section 22, Township 28 South, Range 15 East, Mount Diablo Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

APN: 037-371-023

The South half of the SW $\frac{1}{4}$ in Section 14; and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15, Township 28 South, Range 15 East, Mount Diablo Meridian, in the County of San Luis Obispo, State of California,

EXHIBIT A CON'T

according to the official plat thereof.

APN: 037-371-024

All of Section 27, in Township 28 South, Range 15 East, Mount Diablo Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

APN: 037-401-009

The West half of the NW 1/4 , and the NW V4 of the SW 1/4 of Section 26, in Township 28 South, Range 15 East, Mount Diablo Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

APN: 037-401-026

The NW 1/4 of Section 34 and NE 1/4 of SW 1/4 of Section 34, in Township 28 South, Range 15 East, Mount Diablo Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

APN: 037-401-033

The W 1/2 of the SE 1/4 and the SW 1/4 of the NE 1/4 of Section 14, in Township 28 South, Range 15 East, Mount Diablo Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

APN: 037-371-024

The easterly fifty (50) foot strip of land along the East half of the West half of Section 2, and along the West half of Section 11 and along the Northeast quarter of Section 14 of Township 28 South, Range 15 East, Mount Diablo Meridian.

APN: 37-351-17, 37-351-23, 37-351-26 & 37-371-25

Edward Joseph Bernard and Linda Ann Bernard, Trustees of the 2000 Bernard Family Trust dated September 6, 2000

APN: 035-101-058

PARCEL 2 OF PARCEL MAP C090-013 RECORDED JANUARY 23,1991 IN BOOK 47, PAGE 88 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Noel Anthony Ryan

APN: 043-241-004

043-241-007

PARCEL 5:

Lot 105 of the Subdivisions of the Huer Huero Rancho and adjacent lands, in the County of San Luis Obispo, State of California, as per map filed August 21, 1884 in Book A, Page 110 of Maps, in the Office of the County Recorder of said County.

PARCEL 7B:

The Northeast quarter of Section 17 (said Northeast quarter of Section 17 being also described as the South 160 acres of Lot 98, as laid down on the map of the Subdivisions of the Huer Huero Rancho above referred to) in Township 28 South, Range 14 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

EXHIBIT A CON'T

John A. Quinlan and Elizabeth Anne Currie, husband and wife as Joint Tenants

APN: 037-371-021

037-401-024

037-401-025

PARCEL 1:

That certain land being portions of Sections 23, 24, 25 and 26, Township 28 South, Range 15 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, more particularly described as follows:

Beginning at a 1 1/4" iron pipe tagged "LS 3485" on the Northeasterly boundary line of Parcel C as shown on the Record of Survey recorded in Book 35, Page 84 of Record of Surveys, said point being on the East line of said Section 23, lying 1500 feet South of the Northeast corner of said Section 23, according to the deed recorded September 7, 1979 in Book 2183, Page 642 of Official Records;

Thence leaving said East line of Section 23 and following the Easterly boundary line of said Parcel C the following courses and distances:

South 54° 28' 38" East, 1778.20 feet to a 1 1/4" I.P. tagged "LS 3485";

South 63° 52' 26" East, 168.04 feet to a 1 1/4" I.P. tagged "LS 3485";

South 31° 24' 59" East, 571.00 feet to a 1 1/4" I.P. tagged "LS 3485";

South 23° 54' 59" East, 530.00 feet to a 1 1/4" I.P. tagged "LS 3485";

South 2° 59' 24" West, 567.61 feet to a 1 1/4" I.P. tagged "LS 3485";

South 33° 52' 22" East, 151.98 feet to a 1 1/4" I.P. tagged "LS 3485";

South 5° 34' 53" East, 558.97 feet to a 1 1/4" I.P. tagged "LS 3485";

South 2° 08' 53" West, 789.05 feet to a 1 1/4" I.P. tagged "LS 3485";

Thence South 25° 50' 58" West, 386.55 feet;

thence leaving said Easterly boundary line of Parcel C South 89° 44' 25" West, 3342.44 feet to a point on the Westerly boundary line of said Parcel C, said point also being on the West line of the Northeast quarter of the Northeast quarter of said Section 26; thence Northerly along said West line of the Northeast quarter of the Northeast quarter of Section 26, 596 feet, more or less, to the Northwest corner thereof;

thence according to the deed recorded September 7, 1979 in Book 2183, Page 642 of Official Records, Northerly along the West line of the East half of the Southeast quarter of said Section 23 to the Northwest corner thereof;

Thence Northerly along the West line of the Southeast quarter of the Northeast quarter of Section 23 to the Northwest corner thereof;

thence Easterly along the Northerly line of the Southeast quarter of the Northeast quarter of Section 23, to the Northeast corner of the Southeast quarter of the Northeast quarter of Section 23;

Thence Southerly along the East line of said Section 23, 162.5 feet, more or less, to the point of beginning.

PARCEL 2:

A non-exclusive easement to use the hereinafter described property which is improved with an aircraft landing strip, hangars, and appurtenant facilities, for airport purposes, said easement to be appurtenant to those properties hereinabove described.

Description of Airport Easement;

Being a portion of Section 24, Township 28 South, Range 15 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, more particularly described as follows:

Beginning at the Northwest corner of said Section 24;

Thence South 0° 21' 35" East along the West line of Section 24, a distance of 2161.71 feet;

EXHIBIT A CON'T

Thence North 89° 38' 25" East, at a right angle to said West line of Section 24, a distance of 2258.80 feet to the true point of beginning;
thence South 52° 57' 49" East, a distance of 2670.96 feet;
thence South 34° 33' 08" West, a distance of 213.16 feet;
thence North 32° 42' 17" West, a distance of 314.10 feet;
thence North 53° 12' 16" West, a distance of 2328.18 feet;
thence North 10° 19' 08" East, a distance of 127.62 feet to the true point of beginning.

PARCEL 3:

An easement for all purposes, including vehicular ingress and egress and public utilities and incidental purposes, said easement described as follows:

Being an easement for purposes of egress and ingress over that portion of Section 24, Township 28 South, Range 15 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, included within a strip of land 60 feet wide, lying 30 feet on each side of the following described center line:

Beginning at a point on the course recited as "North 40° 14' 11 " West, 170.29 feet" in Exhibit "A" attached to a Deed of Trust recorded June 3, 1974 as Instrument No. 17264, in Book 1781, Page 854 of Official Records that is distant along said course North 40° 14' 11 " West, 11.24 feet from the most Easterly terminus thereof;
thence South 0° 09' 33" East, a distance of 39.37 feet to the Southwesterly edge of an easement 60 feet wide described in said deed being the true point of beginning;
thence South 0° 09' 33" East, a distance of 861.68 feet to a point that bears South 54° 28' 38" East, 1262.65 feet from the most Northwesterly terminus of that certain course described as "South 54° 28' 38" East, 1778.20 feet" in the description of Parcel C of the Camatta Ranch, said Parcel C is shown on the map approved by the Board of Supervisors of the County of San Luis Obispo, October 23, 1978, said map is known as Parcel Map No. CO-78-163.

PARCEL 4:

A non-exclusive easement for the purposes of ingress and egress from the public street known as Shell Creek Road and described as follows:

Over those portions of Sections 15, 16, 17, 18, 19 and 20 of Township 28 South, Range 16 East, Mount Diablo Base and Meridian, and those portions of Sections 14, 23 and 24 of Township 28 South, Range 15 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof, included within a strip of land 60 feet wide, lying 30 feet on each side of the following described center line:

Beginning at a point on the course recited as "South 2' 28' 41" West, 7347.88 feet" in Exhibit "A" attached to the Partial Reconveyance recorded November 27, 1973 as Instrument No. 38563, in Book 1755, Page 51 of Official Records, in the office of the County Recorder of said County, that is distant along said course South 2° 28' 41" West, 40 feet from the Northerly terminus of said course;
thence North 79° 08' 37" West, 743.30 feet;
thence South 67° 57' 50" West, 453.10 feet;
thence South 49° 23' 55" West, 276.59 feet;
thence North 83° 09' 26" West, 1258.97 feet;
thence North 72° 10' 52" West, 588.22 feet;
thence North 88° 27' 56" West, 1120.40 feet;
thence South 60° 50' 35" West, 1087.84 feet;
thence South 45° 27' 46" West, 2188.67 feet;
thence South 64° 43' 20" West, 796.24 feet;
thence South 72° 59' 31" West, 1333.31 feet;

EXHIBIT A CON'T

thence South 42° 33' 48" West, 997.92 feet;
thence North 88° 26' 16" West, 550.21 feet;
thence South 63° 50' 44" West, 1247.76 feet;
thence South 85° 45' 49" West, 541.48 feet;
thence South 55° 14' 39" West, 596.41 feet;
thence South 74° 57' 13" West, 481.51 feet;
thence South 66° 19' 04" West, 311.21 feet;
thence North 42° 52' 44" West, 191.05 feet;
thence North 7° 35' 41" West, 151.33 feet;
thence North 43° 40' 04" West, 304.14 feet;
thence South 57° 59' 41" West, 188.68 feet;
thence North 46° 32' 53" West, 130.86 feet;
thence North 1° 47' 24" West, 160.08 feet;
thence South 66° 22' 14" West, 261.96 feet;
thence South 42° 24' 51" West, 548.57 feet;
thence South 25° 12' 04" West, 187.88 feet;
thence South 50° 39' 49" West, 859.80 feet;
thence South 75° 48' 05" West, 428.08 feet;
thence South 47° 38' 33" West, 690.16 feet;
thence South 68° 52' 09" West, 878.42 feet;
thence South 80° 19' 36" West, 446.35 feet;
thence South 63° 04' 41" West, 717.79 feet;
thence South 30° 32' 51" West, 354.15 feet;
thence South 55° 22' 33" West, 1020.78 feet;
thence South 32° 26' 33" West, 764.28 feet;
thence South 75° 04' 07" West, 155.24 feet;
thence South 57° 31' 44" West, 260.77 feet;
thence North 47° 29' 22" West, 2441.82 feet;
thence North 59° 02' 10" West, 699.71 feet;
thence North 22° 37' 12" West, 650.00 feet;
thence North 58° 10' 21" West, 341.32 feet;
thence North 40° 14' 11" West, 170.29 feet;
thence North 64° 05' 50" West, 3868.66 feet;
thence South 40° 21' 52" West, 262.49 feet to the Easterly line of Camatta Canyon Road as shown on the map of the Subdivision of California Ranchos, filed in Book A, Page 165 of Maps, in the office of the County Recorder of said County.

The sides of said easement shall be lengthened or shortened to intersect at angle points to terminate Westerly in the Easterly line of said Camatta Canyon Road and to terminate Easterly in the Westerly line of the land described as Parcel A in deed recorded December 22, 1978 in book 2122, Page 613 of Official Records.

EXCEPTING therefrom any portion thereof lying Northeasterly of the airport easement as set forth in Parcel No. 2 herein.

Robert K. Morrison and Dianne H. Morrison, Trustees of the 2000 Morrison Family Trust U-D-T dated June 19, 2000; Kenneth D. Morrison, Morrison Ranch Corp. Roy and Veva Morrison

APN's: 37-051-12; 37-051-13; 37-051-14; 37-091-02; 37-091-03; 37-091-04; 37-091-05; 37-091-06; 37-091-07; 37-101-01; 37-101-15; 37-131-02; 37-131-03; 37-131-04; 37-131-05; 37-131-07; 37-131-08; 37-141-15; 37-181-02; 37-181-03; 37-181-04; 37-181-05; 37-181-06; 37-181-07; 37-191-10; 37-231-01; 37-231-02; 37-231-03; 37-231-04; 37-231-05; 37-231-06; 37-241-04; 37-241-05; 37-241-06; 37-311-02; 37-311-03; 37-311-04; 37-311-05; 37-341-01; 37-341-02; 37-341-03; 37-341-04; 37-351-01; 37-351-02; 37-351-03; 37-371-01; 37-371-02; 37-371-22; 37-401-16; 71-071-06; 71-071-13; 71-071-15; 71-081-01; 71-081-06; 71-081-09; 71-081-13; 71-081-18; 71-081-21; 71-091-13; 71-101-09

THE FOLLOWING DESCRIBED PARCELS OF LAND, ALL IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

PARCEL 1:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN; THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AND THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 28 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN; AND THE WEST ONE-HALF OF THE WEST ONE-HALF AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 29 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE FOLLOWING:

) EXCEPT THEREFROM THAT PORTION OF THE WEST ONE-HALF OF THE WEST ONE-HALF OF SAID SECTION 5, WHICH LIES WESTERLY OF THE WESTERLY LINE OF THE COUNTY ROAD AS SAID ROAD EXISTED OCTOBER 30, 1964.

) ALSO EXCEPT FROM ALL OF SAID LAND THE ^{50%} INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERALS OF EVERY KIND, WHETHER SIMILAR OR DISSIMILAR TO THOSE HEREIN MENTIONED (HEREINAFTER CALLED "SAID SUBSTANCES") IN, UNDER OR THAT MAY BE PRODUCED FROM SAID LANDS WHICH WAS CONVEYED TO CAMATTA RANCH INCORPORATED, A CORPORATION; BY CAMATTA RANCH CO., A LIMITED PARTNERSHIP, IN DEED RECORDED IN BOOK 1105, PAGE 160 OF OFFICIAL RECORDS, WHICH PROVIDES IN PART AS FOLLOWS:

"THE INTEREST HEREIN CONVEYED SHALL NOT INCLUDE ANY RIGHT OF SURFACE ENTRY AND SHALL AUTOMATICALLY TERMINATE AND BE OF NO FURTHER EFFECT UPON THE EXPIRATION OF TWENTY-FIVE (25) YEARS FROM THE DATE HEREOF, OR UPON THE DEATH OF THE LAST SURVIVOR OF THE LIVING DESCENDANTS OF THE LATE PRESIDENT THEODORE ROOSEVELT, WHICHEVER SHALL FIRST OCCUR, WHETHER OR NOT ANY OF SAID SUBSTANCES ARE THEN BEING MINED OR PRODUCED.

(3) TOGETHER WITH AND EXCEPTING THE RIGHTS, INTEREST AND PRIVILEGES CONTAINED AND SET FORTH IN THE DEED FROM ELIZABETH BROOME MILLER TO COUNTRY CLUB ESTATES DATED 12-21-78 AND RECORDED CONCURRENTLY HERewith.

PARCEL 2:

THE NORTH ONE-HALF, THE SOUTHWEST QUARTER, THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE EAST ONE-HALF, THE EAST ONE-HALF OF THE SOUTHWEST QUARTER, THE NORTH ONE-HALF OF THE NORTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 28 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE EAST ONE-HALF, THE EAST ONE-HALF OF THE NORTHWEST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 29 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE FOLLOWING:

EXCEPT THEREFROM THAT PORTION OF THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 5, FIRST DESCRIBED IN THE DEED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CORPORATION, RECORDED APRIL 28, 1964 IN BOOK 1294, PAGE 739 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT FROM ALL OF SAID LAND THE INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERALS OF EVERY KIND, WHETHER SIMILAR OR DISSIMILAR TO THOSE HEREIN MENTIONED (HEREINAFTER CALLED "SAID SUBSTANCES") IN, UNDER OR THAT MAY BE PRODUCED FROM SAID LANDS WHICH WAS CONVEYED TO CAMATTA RANCH, INCORPORATED, A CORPORATION, BY CAMATTA RANCHO CO., A LIMITED PARTNERSHIP, IN DEED RECORDED IN BOOK 1105, PAGE 160 OF OFFICIAL RECORDS, WHICH PROVIDES IN PART AS FOLLOWS:

"THE INTEREST HEREIN CONVEYED SHALL NOT INCLUDE ANY RIGHT OF SURFACE ENTRY AND SHALL AUTOMATICALLY TERMINATE AND BE OF NO FURTHER EFFECT UPON THE EXPIRATION OF TWENTY-FIVE (25) YEARS FROM THE DATE HEREOF, OR UPON THE DEATH OF THE LAST SURVIVOR OF THE LIVING DESCENDANTS OF THE LATE PRESIDENT THEODORE ROOSEVELT, WHICHEVER FIRST OCCURS, WHETHER OR NOT ANY OF SAID SUBSTANCES ARE THEN BEING MINED OR PRODUCED."

- (3) TOGETHER WITH AND EXCEPTING THE RIGHTS, INTEREST AND PRIVILEGES CONTAINED AND SET FORTH IN THE DEED FROM ELIZABETH BROOME MILLER TO COUNTRY CLUB ESTATES DATED 12-21-78 AND RECORDED CONCURRENTLY HERewith.

PARCEL 3:

THE SOUTH ONE-HALF, THE SOUTH ONE-HALF OF THE NORTH ONE-HALF AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 27 SOUTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE EAST ONE-HALF OF SECTION 14, TOWNSHIP 27 SOUTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE EAST ONE-HALF AND THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALL OF SECTIONS 24 AND 25, TOWNSHIP 27 SOUTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, AND THE EAST ONE-HALF OF SECTION 26, TOWNSHIP 27 SOUTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE EAST ONE-HALF OF SECTION 35, TOWNSHIP 27 SOUTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALL OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTH ONE-HALF OF LOTS 1 AND 2 OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALL OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE SOUTH ONE-HALF, THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER, AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 27 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 27 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE SOUTH ONE-HALF, THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 27 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALL OF SECTIONS 29, 30, 31, 32 AND 33, TOWNSHIP 27 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE SOUTH ONE-HALF, THE NORTHWEST QUARTER AND THE SOUTHWEST ONE-HALF OF THE NORTHEAST QUARTER BEING THAT PORTION OF THE NORTHEAST QUARTER LYING SOUTHWESTERLY OF A STRAIGHT LINE DRAWN FROM THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER, NORTHWESTERLY TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 27 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALL OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE EAST ONE-HALF OF SECTION 2, TOWNSHIP 28 SOUTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE EAST ONE-HALF OF SECTION 11, TOWNSHIP 28 SOUTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALL OF SECTIONS 12 AND 13, TOWNSHIP 28 SOUTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE EAST ONE-HALF OF THE NORTHEAST QUARTER, THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 28 SOUTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE EAST ONE-HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE EAST ONE-HALF, THE SOUTHWEST QUARTER, THE EAST ONE-HALF OF THE NORTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 26, TOWNSHIP 28 SOUTH RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, WHICH LIES SOUTHERLY OF THE SOUTHERLY LINE OF STATE HIGHWAY NO. 58, AS SAID HIGHWAY EXISTED ON OCTOBER 30, 1964.

ALL OF SECTION 36, TOWNSHIP 28 SOUTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THAT PORTION OF SAID SECTION 36 WHICH LIES SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF STATE HIGHWAY NO. 58, AS SAID HIGHWAY EXISTED OCTOBER 30, 1964.

THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 28 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 28 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF. DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE MARKED 1/165 IN THE WEST LINE OF SAID SECTION 2, DISTANT NORTH $0^{\circ} 45'$ EAST, 20.12 CHAINS FROM THE SOUTHWEST CORNER OF SAID SECTION 2, SAID 1/165 CORNER BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE ALONG THE WEST LINE OF SAID SECTION 2, NORTH $0^{\circ} 45'$ EAST, 7.53 CHAINS TO FENCE POST MARKED M.1; THENCE SOUTH $39^{\circ} 30'$ EAST, 8.47 CHAINS TO STAKE MARKED M.2 STANDING IN THE CENTER OF THE PEAR TREE SPRING; THENCE ALONG A FENCE WITH THE FOLLOWING COURSES:
NORTH $38^{\circ} 15'$ EAST, 4.82 CHAINS TO A STAKE MARKED M.3,
NORTH 74° EAST, 3.52 CHAINS TO A FENCE POST MARKED M.4,
SOUTH $80^{\circ} 45'$ EAST, 1.08 CHAINS TO A FENCE POST MARKED M.5, AND
SOUTH $50^{\circ} 30'$ EAST, 7.37 CHAINS TO FENCE POST MARKED M.6;
THENCE LEAVING SAID FENCE AND RUNNING SOUTH $87^{\circ} 30'$ WEST, 18.65 CHAINS TO THE POINT OF BEGINNING.

ALL OF SECTIONS 3, 4, 5, 6, 7, 8, 9 AND 10, TOWNSHIP 28 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE SOUTH ONE-HALF, THE NORTHWEST QUARTER, THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER, AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 28 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN ACCORDING TO THE OFFICIAL PLAT THEREOF.

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 28 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID SECTION, DISTANT SOUTH 45.38 CHAINS FROM THE NORTHWEST CORNER OF SAID SECTION; THENCE ALONG A FENCE NORTH 88° EAST, 3.36 CHAINS; THENCE SOUTH 17° EAST, 1.80 CHAINS; THENCE SOUTH $52^{\circ} 30'$ WEST, 4.84 CHAINS TO THE WEST LINE OF SAID SECTION; THENCE ALONG SAID LINE NORTH 4.55 CHAINS TO THE POINT OF BEGINNING.

ALL OF SECTION 14, TOWNSHIP 28 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THAT PORTION THEREOF LYING SOUTH AND EAST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION DISTANT 70 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE SOUTH LINE OF SAID SECTION DISTANT 70 FEET WEST FROM THE SOUTHEAST CORNER OF SAID SECTION.

ALL OF SECTIONS 15, 16, 17, 18, 19, 20, 21 AND 22, TOWNSHIP 28 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 28 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALL OF SECTIONS 27, 28, 29, 30, 31, 33 AND 34, TOWNSHIP 28 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE WEST ONE-HALF OF SECTION 2, TOWNSHIP 29 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN THE DEED TO ROBERT G. LEWIS, ET UX., RECORDED APRIL 9, 1965 IN BOOK 1345, PAGE 487 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALL OF SECTIONS 3 AND 4, TOWNSHIP 29 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE WEST ONE-HALF OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THAT PORTION OF SAID SECTION 6 WHICH LIES SOUTHERLY OF THE SOUTHERLY LINE OF THE COUNTY ROAD AS SAID ROAD EXISTED OCTOBER 30, 1964.

LOT 2 OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALL OF SECTIONS 8, 9 AND 10, TOWNSHIP 29 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THAT PORTION OF THE WEST ONE-HALF OF SAID SECTION 8 WHICH LIES WESTERLY OF THE WESTERLY LINE OF THE COUNTY ROAD AS SAID COUNTY ROAD EXISTED OCTOBER 30, 1964.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN THE DEED TO ROBERT G. LEWIS, ET UX., RECORDED APRIL 9, 1965 IN BOOK 1345, PAGE 487 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THE WEST ONE-HALF OF THE NORTHWEST QUARTER, THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 29 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN THE DEED TO ROBERT G. LEWIS, ET UX., RECORDED APRIL 9, 1965 IN BOOK 1345, PAGE 487 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 29 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN THE DEED TO ROBERT G. LEWIS, ET UX., RECORDED APRIL 9, 1965 IN BOOK 1345, PAGE 487 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THE NORTH ONE-HALF OF SECTION 16, TOWNSHIP 29 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN THE DEED TO ROBERT G. LEWIS, ET UX., RECORDED APRIL 9, 1965 IN BOOK 1345, PAGE 487 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THE NORTH ONE-HALF OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN THE DEED TO ROBERT G. LEWIS, ET UX., RECORDED APRIL 9, 1965 IN BOOK 1345, PAGE 487 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID SECTION 17 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 17;
THENCE NORTH $89^{\circ} 54' 30''$ EAST ALONG THE NORTH LINE OF SAID SECTION 17, 2770.08 FEET TO THE CENTER LINE OF THE COUNTY ROAD, 80 FEET IN WIDTH,

AS CONVEYED TO THE COUNTY OF SAN LUIS OBISPO BY DEED DATED FEBRUARY 4, 1935 AND RECORDED SEPTEMBER 25, 1935 IN BOOK 171, PAGE 448 OF OFFICIAL RECORDS;

THENCE ALONG SAID CENTER LINE THE FOLLOWING COURSES AND DISTANCES:

ON A CURVE TO THE LEFT, TANGENT TO A LINE THAT BEARS SOUTH $8^{\circ} 12'$ EAST, WITH A RADIUS OF 1,000 FEET, THROUGH AN ANGLE OF $7^{\circ} 15'$ FOR A DISTANCE OF 126.61 FEET;

SOUTH $15^{\circ} 27'$ EAST, 75.45 FEET;

ON A CURVE TO THE LEFT WITH A RADIUS OF 1,000 FEET, THROUGH AN

ANGLE OF $11^{\circ} 50'$ FOR A DISTANCE OF 206.53 FEET;

SOUTH $27^{\circ} 17'$ EAST, 64.82 FEET;

ON A CURVE TO THE RIGHT WITH A RADIUS OF 1,000 FEET, THROUGH AN ANGLE OF $24^{\circ} 38'$ FOR A DISTANCE OF 429.93 FEET;

SOUTH $2^{\circ} 39'$ EAST, 356.85 FEET;

ON A CURVE TO THE RIGHT WITH A RADIUS OF 1,000 FEET, THROUGH AN ANGLE OF $16^{\circ} 40'$ FOR A DISTANCE OF 290.89 FEET;

SOUTH 14° WEST 20.03 FEET;

ON A CURVE TO THE LEFT WITH A RADIUS OF 800 FEET, THROUGH AN ANGLE OF $13^{\circ} 17'$ FOR A DISTANCE OF 185.47 FEET;

SOUTH $0^{\circ} 43'$ WEST, 102.74 FEET;

ON A CURVE TO THE LEFT WITH A RADIUS OF 1,000 FEET, THROUGH AN ANGLE OF $11^{\circ} 12'$ FOR A DISTANCE OF 195.48 FEET;

SOUTH $10^{\circ} 29'$ EAST, 137.12 FEET;

ON A CURVE TO THE LEFT WITH A RADIUS OF 600 FEET, THROUGH AN ANGLE OF $62^{\circ} 18' 46''$ FOR A DISTANCE OF 652.54 FEET;

THENCE LEAVING SAID CENTER LINE, SOUTH $0^{\circ} 13'$ EAST, 67.22 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 17;

THENCE WEST ALONG SAID SOUTH LINE TO THE WEST QUARTER CORNER OF SAID SECTION;

THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 17, TO THE POINT OF BEGINNING.

ALSO, EXCEPTING THEREFROM:

ALSO EXCEPT FROM ALL OF SAID LAND THE INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERALS OF EVERY KIND, WHETHER SIMILAR OR DISSIMILAR TO THOSE HEREIN MENTIONED (HEREINAFTER CALLED "SAID SUBSTANCES"), IN, UNDER OR THAT MAY BE PRODUCED FROM SAID LANDS, WHICH WAS CONVEYED TO CAMATTA RANCH, INCORPORATED, A CORPORATION, BY CAMATTA RANCH CO., A LIMITED PARTNERSHIP, IN DEED RECORDED IN BOOK 1105, PAGE 160 OF OFFICIAL RECORDS, WHICH PROVIDES IN PART AS FOLLOWS:

"THE INTEREST HEREIN CONVEYED SHALL NOT INCLUDE ANY RIGHT OF SURFACE ENTRY AND SHALL AUTOMATICALLY TERMINATE AND BE OF NO EFFECT UPON THE EXPIRATION OF TWENTY-FIVE (25) YEARS FROM THE DATE HEREOF, OR UPON THE DEATH OF THE LAST SURVIVOR OF THE LIVING DESCENDANTS OF THE LATE PRESIDENT THEODORE ROOSEVELT, WHICHEVER SHALL FIRST OCCUR, WHETHER OR NOT ANY OF SAID SUBSTANCES ARE THEN BEING MINED OR PRODUCED."

- (2) TOGETHER WITH AND EXCEPTING THE RIGHTS, INTEREST AND PRIVILEGES CONTAINED AND SET FORTH IN THE DEED FROM ELIZABETH BROOME MILLER TO COUNTRY CLUB ESTATES DATED 12-21-78 AND RECORDED CONCURRENTLY HEREWITH.

PARCEL 4:

LOT 1 AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

TOGETHER WITH AND EXCEPTING THE RIGHTS, INTEREST AND PRIVILEGES CONTAINED AS SET FORTH IN THE DEED FROM ELIZABETH BROOME MILLER TO COUNTRY CLUB ESTATES DATED 12-21-78 AND RECORDED CONCURRENTLY HEREWITH.

EXCEPT FROM THE ABOVE DESCRIBED PARCELS 1, 2, 3 AND 4 OF THE FOLLOWING DESCRIBED PARCELS OF PROPERTY, THE DIVISION OF SAID PARCELS HAVING BEEN APPROVED BY THE SAN LUIS OBISPO COUNTY BOARD OF SUPERVISORS ON OCTOBER 23, 1978 AND ARE DEPICTED ON PARCEL MAP NO. CO-78-163, S SAID BOARD OF SUPERVISORS HAVING FORMALLY WAIVED THE REQUIREMENT FOR THE FILING OF A FINAL PARCEL MAP:

PARCEL A:

THAT CERTAIN LAND, BEING PORTIONS OF SECTIONS 2, 3, 4, 9, 10, 11, 13, 14, 15, 16 AND 22, TOWNSHIP 28 SOUTH, RANGE 16 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO SECTIONS 11, 12, 13 and 14 ACCORDING TO THE DEED RECORDED NOVEMBER 7, 1931, IN VOLUME 115, PAGE 294 OF DEEDS: THENCE SOUTHERLY ALONG THE EAST LINE OF SECTION 14 A DISTANCE OF 2995.08 FEET; THENCE LEAVING SAID EAST LINE NORTH 88° EAST A DISTANCE OF 221.76 FEET; THENCE SOUTH 17° EAST A DISTANCE OF 118.80 FEET; THENCE SOUTH 52° 30' WEST A DISTANCE OF 319.44 FEET TO A POINT IN THE EAST LINE OF SECTION 14; THENCE SOUTHERLY ALONG SAID EAST LINE TO A POINT LYING NORTHERLY 70 FEET FROM THE SOUTHEAST CORNER OF SECTION 14; THENCE LEAVING SAID EAST LINE SOUTHWESTERLY, A DISTANCE OF 99 FEET, TO A POINT ON THE SOUTH LINE OF SECTION 14 LYING 70 FEET WESTERLY OF SAID SOUTHEAST CORNER; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 22 TO A POINT LYING 2,130.70 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SECTION 22. THENCE LEAVING SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES; SOUTH 84° 54' 35" WEST A DISTANCE OF 693.67 FEET TO A 1-1/4" IRON PIPE TAGGED L.S. 3485;

THENCE SOUTH 73° 20' 19" WEST, 2,402.57 FEET;
THENCE NORTH 37° 32' 48" WEST, 1,490.61 FEET;
THENCE NORTH 6° 05' 50" EAST, 2,038.66 FEET;
THENCE NORTH 5° 59' 05" WEST, 482.92 FEET;
THENCE NORTH 2° 46' 03" EAST, 968.08 FEET;
THENCE NORTH 69° 30' 42" WEST, 953.25 FEET;
THENCE NORTH 15° 12' 34" WEST, 170.04 FEET;
THENCE NORTH 31° 55' 06" WEST, 158.61 FEET;
THENCE NORTH 0° 45' 35" WEST, 197.00 FEET;
THENCE NORTH 19° 32' 50" EAST, 146.82 FEET;
THENCE NORTH 13° 19' 16" WEST, 143.95 FEET;
THENCE NORTH 8° 45' 42" EAST, 247.02 FEET;
THENCE NORTH 33° 16' 25" EAST, 100.53 FEET;
THENCE SOUTH 88° 07' 23" EAST, 448.98 FEET;
THENCE NORTH 16° 36' 19" EAST, 89.40 FEET;
THENCE NORTH 10° 08' 22" WEST, 187.36 FEET;
THENCE NORTH 23° 55' 32" WEST, 825.15 FEET;
THENCE NORTH 14° 53' 30" WEST, 322.71 FEET;
THENCE NORTH 82° 29' 00" EAST, 200.00 FEET;
THENCE NORTH 20° 40' 46" WEST, 250.76 FEET;

THENCE SOUTH 73° 21' 23" WEST, 188.69 FEET;
THENCE SOUTH 18° 58' 08" EAST, 68.60 FEET;
THENCE NORTH 74° 23' 44" WEST, 95.95 FEET;
THENCE SOUTH 83° 49' 49" WEST, 227.78 FEET;
THENCE NORTH 64° 55' 58" WEST, 128.34 FEET;
THENCE NORTH 17° 44' 25" EAST, 111.54 FEET;
THENCE NORTH 82° 58' 36" WEST, 628.10 FEET;
THENCE NORTH 9° 07' 16" EAST, 478.79 FEET;
THENCE NORTH 13° 53' 14" EAST, 428.33 FEET;
THENCE NORTH 18° 34' 00" EAST, 239.83 FEET;
THENCE NORTH 43° 31' 09" WEST, 236.79 FEET;
THENCE NORTH 23° 49' 31" EAST, 230.68 FEET;
THENCE NORTH 12° 56' 54" WEST, 675.89 FEET;
THENCE NORTH 41° 20' 31" EAST, 483.46 FEET;
THENCE NORTH 5° 43' 14" WEST, 265.87 FEET;
THENCE NORTH 42° 43' 40" WEST, 275.80 FEET;
THENCE NORTH 49° 43' 36" EAST, 649.39 FEET;
THENCE NORTH 23° 43' 38" EAST, 648.05 FEET;
THENCE NORTH 38° 22' 22" EAST, 364.28 FEET;
THENCE NORTH 53° 29' 36" EAST, 419.94 FEET;
THENCE NORTH 60° 06' 24" EAST, 332.82 FEET;
THENCE NORTH 30° 18' 54" EAST, 292.01 FEET;
THENCE NORTH 37° 09' 09" EAST, 325.12 FEET;
THENCE NORTH 48° 26' 38" WEST, 201.66 FEET;
THENCE NORTH 44° 51' 07" EAST, 225.78 FEET;
THENCE NORTH 88° 37' 44" WEST, 424.54 FEET;
THENCE NORTH 42° 59' 32" EAST, 497.11 FEET;
THENCE NORTH 35° 29' 58" EAST, 1,719.44 FEET;
THENCE NORTH 18° 03' 45" EAST, 567.76 FEET;
THENCE NORTH 40° 47' 26" EAST, 404.76 FEET;
THENCE NORTH 2° 48' 01" WEST, 587.07 FEET;
THENCE NORTH 62° 41' 04" WEST, 652.51 FEET;
THENCE NORTH 59° 22' 49" WEST, 1,032.14 FEET;
THENCE NORTH 77° 50' 35" WEST, 400.77 FEET;
THENCE SOUTH 78° 03' 07" WEST, 949.38 FEET;
THENCE NORTH 88° 34' 48" WEST, 506.95 FEET;
THENCE NORTH 6° 56' 03" EAST A DISTANCE OF 2,230.87 FEET TO A 1-1/4"
IRON PIPE TAGGED L.S. 3485; THENCE SOUTH 85° 07' 43" EAST A DISTANCE
OF 5251.91 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 3 ACCORD-
ING TO DEED RECORDED NOVEMBER 7, 1931, IN VOLUME 115, PAGE 294 OF DEEDS
LYING 525.54 FEET SOUTHERLY OF THE NORTHEAST CORNER OF SECTION 3; THENCE
SOUTHERLY, ALONG THE EAST LINE OF SECTION 3, TO A POINT LYING 1824.90
FEET NORTHERLY OF THE SOUTHEAST CORNER OF SECTION 3; THENCE SOUTH
39° 30' EAST A DISTANCE OF 559.02 FEET; THENCE NORTH 38° 15' EAST A
DISTANCE OF 318.12 FEET; THENCE NORTH 74° EAST A DISTANCE OF 232.32
FEET; THENCE SOUTH 80° 45' EAST A DISTANCE OF 71.28 FEET; THENCE SOUTH
50° 30' EAST A DISTANCE OF 486.42 FEET TO A POINT IN THE NORTH LINE OF
THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, SAID POINT BEARS

NORTH 87° 30' EAST A DISTANCE OF 1,230.90 FEET FROM A POINT IN THE
WEST LINE OF SECTION 2 LYING 1,327.92 FEET NORTHERLY OF THE SOUTHWEST
CORNER OF SECTION 2; THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTH
HALF OF THE SOUTHWEST QUARTER OF SECTION 2 TO THE NORTHEAST CORNER
THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SOUTH HALF OF
THE SOUTHWEST QUARTER OF SECTION 2 TO THE SOUTHEAST CORNER THEREOF;
THENCE EASTERLY ALONG THE NORTH LINE OF SECTION 11 TO THE NORTHEAST
CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID
SECTION 11; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST
QUARTER OF THE NORTHEAST QUARTER OF SECTION 11 TO THE SOUTHEAST CORNER
THEREOF; THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH HALF OF THE
NORTHEAST QUARTER OF SAID SECTION 11 TO THE NORTHEAST CORNER THEREOF;
THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 11 TO THE CORNER
COMMON TO SECTIONS 11, 12, 13 and 14, SAID CORNER BEING THE POINT OF
BEGINNING FOR THIS DESCRIPTION.

CONTAINING 3,150 ACRES, MORE OR LESS.

THIS DIVISION WAS APPROVED BY THE SAN LUIS OBISPO COUNTY BOARD OF
SUPERVISORS ON OCTOBER 23, 1978, AND IS KNOWN AS PARCEL MAP NO.
CO-78-163, SAID BOARD OF SUPERVISORS HAVING FORMALLY WAIVED THE
REQUIREMENT FOR THE FILING OF A FINAL PARCEL MAP.

PARCEL C:

THAT CERTAIN LAND, BEING PORTIONS OF SECTION 23, 24, 25, 26, 35 AND 36 OF TOWNSHIP 28 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 23 ACCORDING TO DEED RECORDED NOVEMBER 7, 1931 IN VOLUME 115, PAGE 294 OF DEEDS, LYING 1,500.00 FEET SOUTHERLY OF THE NORTHEAST CORNER OF SECTION 23, THENCE LEAVING SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES; SOUTH 54° 28' 38" EAST A DISTANCE OF 1,778.20 FEET TO A 1-1/4" IRON PIPE TAGGED L.S. 3485;
THENCE SOUTH 63° 52' 26" EAST, 168.04 FEET;
THENCE SOUTH 31° 24' 59" EAST, 571.00 FEET;
THENCE SOUTH 23° 54' 59" EAST, 530.00 FEET;
THENCE SOUTH 2° 59' 24" WEST, 567.61 FEET;
THENCE SOUTH 33° 52' 22" EAST, 151.98 FEET;
THENCE SOUTH 5° 34' 53" EAST, 558.97 FEET;
THENCE SOUTH 2° 08' 53" WEST, 789.05 FEET;
THENCE SOUTH 25° 50' 58" WEST, 551.04 FEET;
THENCE SOUTH 37° 12' 15" EAST, 1,282.90 FEET;
THENCE SOUTH 34° 59' 52" EAST, A DISTANCE OF 3,675.92 FEET TO A 1-1/4" IRON PIPE TAGGED L.S. 3485; THENCE SOUTH 29° 48' 45" WEST A DISTANCE OF 5,157.86 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF STATE HIGHWAY NO. 58 ACCORDING TO DEED RECORDED IN VOLUME 1337, PAGE 532, OFFICIAL RECORDS OF SAN LUIS OBISPO COUNTY; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID STATE HIGHWAY NO. 58 TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35; THENCE LEAVING SAID SOUTHWESTERLY LINE OF STATE HIGHWAY NO. 58 NORTHERLY ALONG SAID WEST LINE ACCORDING TO DEED RECORDED NOVEMBER 7, 1931 IN VOLUME 115, PAGE 294 OF DEEDS, OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35 TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35; THENCE NORTHERLY ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SECTION 26 TO THE NORTHWEST CORNER OF SAID EAST HALF OF THE EAST HALF OF SECTION 26; THENCE NORTHERLY ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER AND THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23 TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23 TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, THENCE SOUTHERLY ALONG THE EAST LINE OF SECTION 23 TO A POINT LYING 1,500.00 FEET SOUTHERLY OF THE NORTHEAST CORNER OF SECTION 23, BEING THE POINT OF BEGINNING. CONTAINING 1,050 ACRES, MORE OR LESS.

RECORDING REQUESTED BY
& RETURN TO:

EXHIBIT B

**ADDITION OF OVERLYING LANDOWNER TO AGREEMENT
(RELATED TO PASO ROBLES GROUNDWATER BASIN AGREEMENT)
DATED _____, 2005, RECORDED _____, 2005)**

WHEREAS, certain Landowners (sometimes referred to as the "PRIOR" group), and certain Municipal Users have entered into an Agreement entitled "Paso Robles Groundwater Basin Agreement" dated _____, 2005, ("Agreement"), which was recorded in the Official Records of San Luis Obispo County, California on _____, 2004 as Document No. _____; and

WHEREAS, Article 9 of said Agreement provides for the addition of landowners to said Agreement after execution thereof; and

WHEREAS, the undersigned Landowner, having received and reviewed a copy of the Agreement, wishes to become a party to it.

NOW, THEREFORE, acknowledging that the Whereas clauses above are correct and are a part of this agreement, upon acceptance by signature below of at least two of the three Landowner Agents currently designated in accordance with the Agreement, the undersigned Landowner of the lands described below shall become a party to the Agreement and to a separate "PRIOR Memorandum of Operating Principles" (Principles) (to which the Municipal Users are not a party), effective immediately. Said undersigned Landowner shall bear the benefits and enjoy the burdens of the Agreement and Principles as though said Landowner had originally executed said Agreement and Principles as they now exist or may be amended in the future, and for so long as the Agreement remains in effect. Without limiting the foregoing, said Landowner understands and agrees that the

Landowner Agents designated in the Agreement, and not the Municipal Users, are responsible for keeping all Landowners advised of matters related to this Agreement. The foregoing shall constitute a covenant running with the all Landowner's lands within the Basin, described below, and the benefits and burdens of the Agreement shall bind each successive owner of said lands or portion thereof, and each person having or who may acquire an interest in said lands.

IN WITNESS HEREOF, the foregoing is executed and agreed to this _____ day of _____.

By: _____

Address: _____
City Zip

Email address: _____

Legal Property Description:

Assessors Parcel Number: _____

ACCEPTED AND APPROVED ON
BEHALF OF THE DULY
APPOINTED
AGENTS OF THE LANDOWNERS
IN
ACCORDANCE WITH THE
AGREEMENT:

By: _____

By: _____

By: _____

RECORDING REQUESTED BY
& RETURN TO:

EXHIBIT C

ADDITION OF MUNICIPAL USER TO AGREEMENT

(RELATED TO PASO ROBLES GROUNDWATER BASIN AGREEMENT)

DATED _____, 2005, RECORDED _____, 2005)

WHEREAS, certain Landowners (sometimes referred to as the "PRIOR" group), and certain Municipal Users have entered into an Agreement entitled "Paso Robles Groundwater Basin Agreement" dated _____, 2005, ("Agreement"), which was recorded in the Official Records of San Luis Obispo County, California on _____, 2004 as Document No. _____; and

WHEREAS, Article 9 of the Agreement provides for the addition of a purveyor of water for domestic or municipal and industrial purposes ("Purveyor") that desires to become a Municipal User under the Agreement; and

WHEREAS, the undersigned Purveyor, having received and reviewed a copy of the Agreement, wishes to become a party to it.

NOW, THEREFORE, acknowledging that the Whereas clauses above are correct and are a part of this agreement, upon acceptance by signature below of a simple numerical majority of the existing Municipal Users (all of which Municipal Users are listed in the signature blocks below), the undersigned Purveyor shall become a party to the Agreement, effective immediately. Said undersigned Purveyor shall bear the benefits and enjoy the burdens of the Agreement thereafter, as a Municipal User, as though the Purveyor had originally executed the Agreement as it now exists or may be amended in the future, and for so long as the Agreement remains in effect.

IN WITNESS HEREOF, the foregoing is executed and agreed to this _____ day
of _____.

(Purveyor)

By: _____

ACCEPTED AND APPROVED:

[List all existing Municipal Users
below]

By: _____

By: _____

**RECORDING REQUESTED BY
& RETURN TO:**

EXHIBIT D

**MEMORANDUM OF TERMINATION OF
PASO ROBLES GROUNDWATER BASIN AGREEMENT**

Notice is hereby given that the PASO ROBLES GROUNDWATER BASIN AGREEMENT executed on _____, 2005 by certain Landowners and certain Municipal Users, that was recorded in the Official Records, San Luis Obispo County, California on _____, 2005 as Document Number _____ terminated on _____ as to the lands owned by the undersigned, which lands are described as follows:

Dated: _____

RECORDING REQUESTED BY
& RETURN TO:

EXHIBIT E

**NOTICE OF NON-RENEWAL OF
PASO ROBLES GROUNDWATER BASIN AGREEMENT**

Notice is hereby given that the PASO ROBLES GROUNDWATER BASIN AGREEMENT executed on _____, 2005 by certain Landowners and certain Municipal Users, that was recorded in the Official Records, San Luis Obispo County, California on _____, 2005 as Document Number _____ and will automatically terminate as of [DATE] pursuant to written notice provided by [MUNICIPAL USER or DISTRICT] pursuant to Article 3.d of said Agreement.

Dated: _____

[MUNICIPAL USER]

By: _____
[Name]

Its: _____
[Title]