

TABLE OF CONTENTS

1.01 Property Highlights	3
1.02 Potential Land Uses	3
1.03 Seller's Rights & Disclaimers	4
1.04 Regional Map	5
1.05 Area Map	6
1.06 Site Map	7
1.07 Indian Knob Ranch	8
1.08 History	9
1.09 Mexican Land Grant Overview	10
1.10 - 1.23 Property Overview	11-18
1.10 Purchase Price & Terms	11
1.11 Property Tours	11
1.12 Due Diligence Information - CNDA	11
1.13 Mineral, Oil, & Gas Rights	11
1.14 Utilities	11
1.15 FEMA Flood Zone Designations	11
1.16 Property Location & Access	12
1.17 Water - Agricultural	13
1.18 Soils & Topography	14
1.19 Partial Legal Description, Zoning, Agricultural Preserve Contract, & Property Taxes/Assessmen	15 ts
1.20 Governmental Agencies & Land Use Designations	16
1.21 Wildlife & Vegetation	17
1.22 Edna Valley AVA	18
1.23 Potential Farming Opportunities	18
1.24 SLO Regional Airport	19
1.25 Local Attractions in San Luis Obispo County	20
1.26 Top Companies Associated With Cal Poly SLO	21
1.27 Property Photos	22-24
1.28 Aerial Parcel & Potential Legal Parcel Configurations Map	25
1.29 NRCS Soils Map	26
1.30 FEMA Flood Map	27
1.31 USGS Topo Map	28
1.32 Slope Map	29
1.33 Aspect Map	30
1.34 Confidentiality & Non-Disclosure Agreement	31-33



Explore all SLO has to offer by viewing the live links below:

VISITSLO.COM >

SLO HIGHLIGHTS >

SLOCAL.COM >

SLO AIRPORT >





1.01 PROPERTY HIGHLIGHTS

- Ocean, Mountain, City, and Valley Views
- 1,611 +/- Gross Assessed Acres in San Luis Obispo County, California
- Ranch is approximately (1) mile south of the San Luis Obispo County Regional Airport
- Agricultural water is sourced from 1 well, 2 natural springs, and 3 ponds
- Miles of private roads, and abundant wildlife including deer, turkeys, eagles, and wildflowers
- Property is subject to a Williamson Act Contract
- · All Seller owned MOG Rights included
- Pricing & Terms: \$12,000,000 (\$7,450 +/- per gross acre) all cash at the close of escrow

PRIVATE PROPERTY TOURS ARE BY APPOINTMENT ONLY WITH 48 HOURS PRIOR NOTICE

Exclusive Broker Representation By The Mendrin Group

Al D. Mendrin

Broker/President c. (559) 288-0671 e. al@mendrins.com

Iosh A. Mendrin

Broker Associate c. (559) 448-7085 e. josh@mendrins.com

Daniel A. Mendrin

Real Estate Analyst/Agent c. (559) 448-6963 e. daniel@mendrins.com

1.02 POTENTIAL LAND USES

- Estate Homesite, Corporate Retreat, Outdoor Events, Glamping, Land Trust Preserve, Environmental Mitigation
- Hiking, Mountain Biking, Zip-Lining, Horseback Riding, Off-Road Activities, etc.
- Portions of the Property may be suitable for agricultural related uses, including (but not limited to) cattle ranching, avocados, citrus, winegrapes, irrigated row crops, and herbs
 - The climate within the Edna Valley AVA provides the longest growing season in California. This extended growing season provides for later harvest dates than other AVAs in the county and contributes to the complex flavors of the premium Chardonnay and Pinot Noir grapes that are unique manifestations of the Edna Valley terroir. Source: https://winehistoryproject.org/edna-valley-ava/

www.mendrins.com >



Rendering of potential estate home pictured. Feasibility, planning, development, and construction of residence(s) must be independently verified by Prospective Buyers with San Luis Obispo County. Refer to Section 1.20 (page 16) for SLO County contact information.



1.03 SELLER'S RIGHTS & DISCLAIMERS

Seller's Rights: Seller reserves the right in its sole discretion to accept or reject any bid or offer, terminate negotiations, withdraw the Property from market without notice, amend the price, terms, conditions, and acreages being offered, and negotiate with multiple Prospective Purchasers concurrently until a definitive, legally binding Purchase and Sale Agreement ("PSA") is fully executed by Seller and Buyer. Seller also reserves the right to accept back up offers until the close of escrow, and have the sale of the Property subject to Seller affecting a 1031 tax exchange for suitable property.

Buyer/Recipient does not and will not have any claims whatsoever against the Seller, any of their subsidiaries or affiliated corporations, nor against any of their directors, officers, employees, stockholders, affiliates, agents or representatives, arising out of or relating to this Copyrighted Information Memorandum ("CIM"), rejection of any Letter of Intent relating to the process, or procedures for exploring a transaction with the Seller. Buyer/Recipient will bear all costs of their investigation and evaluation of a transaction, including the fees and disbursements of their counsel, advisors, agents, and professional representatives in determining the suitability of the Property for their intended uses.

Seller's Disclaimers: This Copyrighted Information Memorandum has been prepared by The Mendrin Group for Buyer/Recipient and Buyers/Recipients Representative's use in considering the Property for a potential future acquisition, and contains only a general overview of the Property. Although information herein and subsequent information provided are from sources deemed reliable, neither Seller, nor Broker makes any warranties or representations, express or implied, as to the accuracy and completeness of the Property information. It is Buyer's/Recipient's sole responsibility to conduct an independent investigation and Due Diligence of the Property and its attributes and characteristics in its entirety. Buyer is strongly advised to use qualified industry professionals to determine the suitability of the Property for Buyer's/Recipient's intended use. Buyer/Recipient is also advised that this CIM and Property information is dated, and that changes may have occurred prior to, during, and after the time that this CIM and the Property information was prepared (including sourced data). Information in maps and charts in this CIM have been prepared for illustration purposes only and must be verified by Buyer/Recipient. The Property is being sold in its present As-Is condition, subject to the terms and conditions of a fully executed, definitive Purchase and Sale Agreement ("PSA"), including Seller's Board Approval. Seller referenced herein include: Principals, Directors, Officers, Board Members, Shareholders, Partners, Associates, Employees, Legal Counsel, Accountants, Agents, Appraisers, and Brokerage and Advisory firms, of Seller.

Exclusive Representation Rights & Agency: Alex D. Mendrin, Inc. dba The Mendrin Group (Broker Lic. #01978317) has been granted Exclusive Representation Rights and Exclusively Represents the Seller ("Seller") for the offering and sale of the *Indian Knob Ranch* located in San Luis Obispo County, California, U.S.A.

Buyer's communications, additional copies of this Copyrighted Information Memorandum, viewing of the Property, Letter of Intent submissions, Property Due Diligence data requests, and Property Due Diligence site visits shall be directed through Seller's exclusive representative, **The Mendrin Group**.

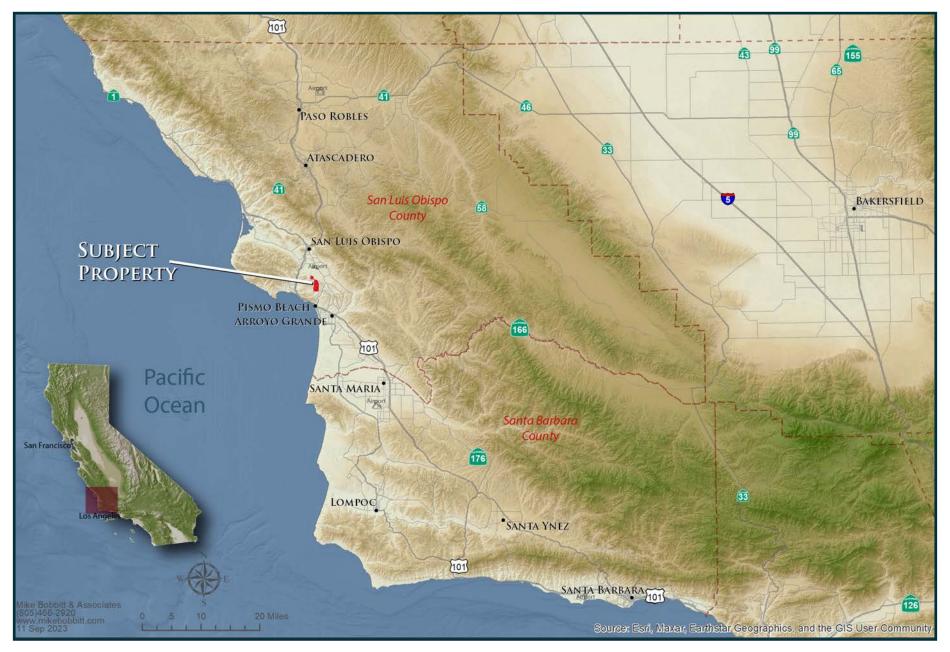
Private Property tours are strictly by appointment only with 48 hours prior notice.

California Sustainable Groundwater Management Act ("SGMA") & Surface Water Rights Disclaimer: The State of California enacted the Sustainable Groundwater Management Act ("SGMA") in 2014, requiring groundwater Basins and Subbasins to establish a Groundwater Sustainability Agency ("GSA") as governing bodies in addition to the creation of a Groundwater Sustainability Plan ("GSP"). Each GSP outlines the groundwater Basin's/Subbasin's plan to halt overdraft and achieve long-term sustainability by 2040. Draft GSPs for critically overdrafted high- and medium-priority basins were due to the California Department of Water Resources ("DWR") by January 31st, 2020, with draft GSPs for the remaining non-critically-overdrafted high- and medium-priority basins due to the DWR by January 31st, 2022. SGMA GSP's effects on groundwater wells and their ability to extract water may be curtailed, reduced, halted, and/or prohibited. Costs may also be incurred by the managing GSAs and related GSPs via assessments and/or rates of extracting groundwater (other costs may apply). Buyer/Recipient, Tenants, and their Representatives are strongly encouraged to consult with all Federal, State, and local Governmental Agencies, water attorneys, hydrologists, geologists, civil engineers, and water districts, in addition to the managing GSA(s) regarding the Property, its location and water rights within a groundwater Basin(s)/Subbasin(s), surface water rights, and its ability going forward to achieve Buyer's/Tenant's intended use and farming plan with regards to groundwater pumping and feasibility. Seller and Broker do not make any warranties or representations, express or implied, as to the effect of SGMA on the Property's location within a GSA or groundwater Basin/Subbasin, the GSP details/effects, or the measure, existence, ability, quality, quantity, or cost of groundwater and surface water relating to the Property. Additional information is available at: California Department of Water Resources - Contact: https://water.ca.gov/Contact



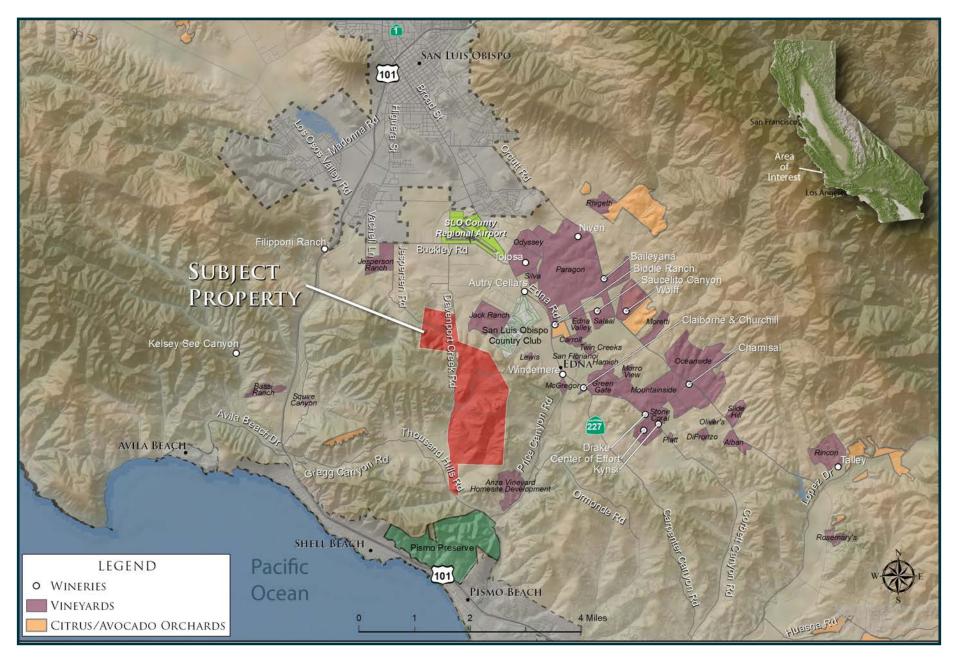
Agricultural Brokerage, Consulting & Advisory Firm Al D. Mendrin Broker/President c. (559) 288-0671 e. al@mendrins.com Lic. #01084243 Josh A. Mendrin Broker Associate c. (559) 448-7085 e. josh@mendrins.com Lic. #01894670 Daniel A. Mendrin Real Estate Analyst/Agent c. (559) 448-6963 e. daniel@mendrins.com Lic. #02117712 www.mendrins.com f. (559) 436-0151 Fig Garden Financial Center 5250 N. Palm Avenue, Suite 212 Fresno, California 93704



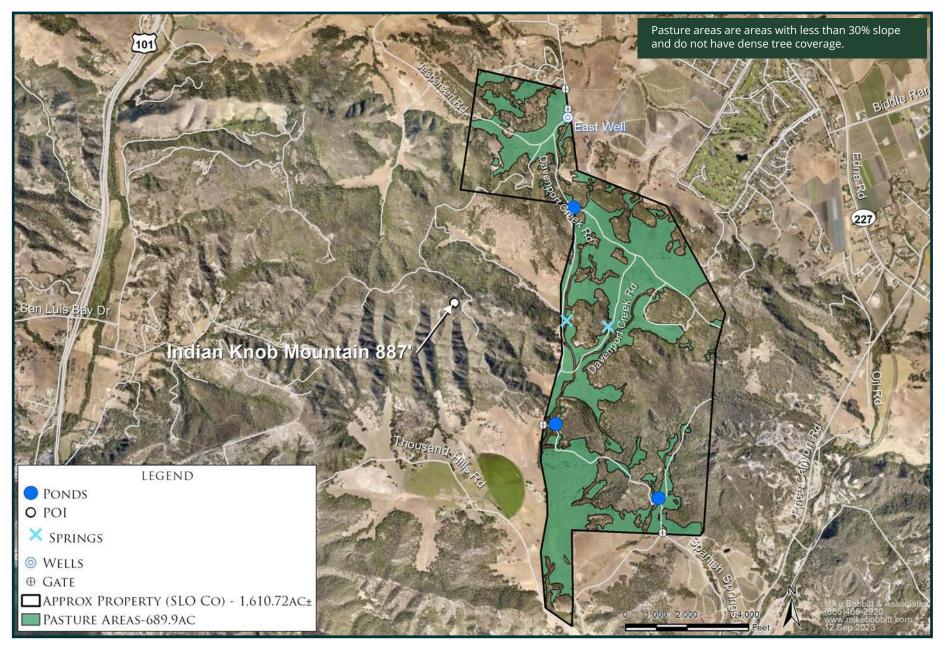




5









1.07 INDIAN KNOB RANCH

A rare offering of 1,611 +/- contiguous gross assessed fee-title acres in San Luis Obispo County, the Indian Knob Ranch is truly a special tract of land along the Central Coast of California. The Property features picturesque views of the Pacific Ocean which are a sight to behold at both sunrise and sunset. Indian Knob Mountain, rising to 887' above sea level and located just outside the western border of the Property, is one of the highest peaks between the city of San Luis Obispo and the Pacific Ocean. The landscape of the Property includes acres of gentle pastureland painted with numerous wildflowers, surrounded by oak-studded hills and mountainous terrain which all provide a feeling of serenity from the bustling nearby communities of San Luis Obispo, Pismo Beach, Shell Beach, and the SLO Airport. Indian Knob Ranch is a unique Property available for purchase for the first time in nearly 80 years.

The Environmental Center of San Luis Obispo (https://ecoslo.org) hosts private tours annually to Indian Knob Mountain.

The size, location, topography, views, and future opportunities are a rare combination for this Property.





1.08 HISTORY

Indian Knob Ranch consists of portions of two historic Mexican Land Grants, Rancho San Miguelito and Rancho Corral de Piedra. The original rock wall dividing the two grants is still intact on the Property today. Portions of these grants were eventually acquired by Union Oil and Goldtree Investment Company in the late 1800s. The Property was acquired by the Guidetti Family in the 1940s. The Guidetti's, of whom are Swiss-Italian immigrants, came to the San Luis Obispo area in the late 1800s, running a dairy operation in the Chorro Valley between San Luis Obispo and Morro Bay. In the 1940s, the U.S. Government acquired their land in the Chorro Valley to create a portion of Camp San Luis, which is currently the site of El Chorro Regional Park. At that time, John Guidetti Sr. began searching for a suitable property to relocate the family operation, and acquired the parcels of the Property that make up Indian Knob Ranch today.

In the 1950s, due to the pressure of government regulations, many dairies (including the Guidetti Family's operation) ceased. The Guidetti Family then transitioned to a beef operation that continues to this day, currently managed by the grandson of John Guidetti Sr., who with his children are 4th and 5th generation ranchers, respectively.

In addition to the cattle operation, the Property has a long history of oil leases and exploration.

Copies of historical information including Mexican Land Grant maps and a Hyperlinked Preliminary Title Report are available upon signature of Seller's Confidentiality & Non-Disclosure Agreement in Section 1.34 (pages 31-33). Refer to Section 1.06 Site Map (page 7) for additional information.







Rafael de Jesus Villavicencio, who served as a soldier and member of the Portola expedition which journeyed through the area from 1769 to 1770. The grant extended through much of Edna Valley, and included an additional 5 square leagues of land given by Mexican Governor Pio Pico in 1846. Following the cession of California to the United States after the Mexican-American War, the 1848 Treaty of Guadalupe Hidalgo provided that the land grants would be honored. The claim for Rancho Corral de Piedra was filed in 1852, and was patented to lose Maria Villavicencio in 1867. This Rancho, one of the richest rancherias in San Luis Obispo, was primarily a horse and cattle operation. The Rancho bred prized California mustangs, and provided a main source of food from its cattle operation for many who traveled west during California's Gold Rush.

Rancho San Miguelito was a 14,198-acre Mexican land grant given in 1842 by Governor Juan Alvarado to Miguel Avila, with an addition granted in 1846 by Governor Pio Pico. The grant extended along the Pacific coast, and included Point San Luis, San Luis Obispo Bay, and present day Avila Beach. Miguel Avila (1796 to 1874) was a son of Jose de Santa Ana Avila, a Spanish soldier stationed at the presidio of Santa Barbara. In 1816, Miguel Avila was in the Monterey company, and in 1824 he was Corporal of the Guard at Mission San Luis Obispo. In 1826, he was transferred to Monterey for quarreling with the mission priests. In Monterey, he married Maria Inocenta Pico (1810-), daughter of Jose Dolores Pico. Following the cession of California to the United States after the Mexican-American War, the 1848 Treaty of Guadalupe Hidalgo provided that the land grants would be honored. The claim for Rancho San Miguelito was confirmed in 1852, and a claim by Miguel Avila for two additional square leagues (rejected in 1852) was patented to him in 1877.



1.10 - 1.23 PROPERTY OVERVIEW

- 1.10 **Purchase Price & Terms:** \$12,000,000 (\$7,450 +/- per gross acre) all cash to the Seller at the close of escrow. Seller reserves the rights to accept or reject any and all offers in Seller's sole discretion and conduct a 1031 Tax Exchange at the close of escrow.
- 1.11 **Property Tours:** Private Property Tours are by appointment only with 48 hours prior notice by contacting Al, Josh, or Daniel Mendrin at The Mendrin Group.
- 1.12 **Due Diligence Information CNDA:** Upon Prospective Buyer's execution of Seller's Confidentiality & Non-Disclosure Agreement in Section 1.34 (pages 31-33), The Mendrin Group will provide additional existing Due Diligence information. *Refer to Section 1.03 Seller's Rights & Disclaimers (page 4) for additional information.*
- 1.13 Mineral, Oil, & Gas Rights: All mineral, oil and gas rights owned by the Seller shall pass to the Buyer at the close of escrow.
- 1.14 **Utilities:** Typical rural utilities, including electrical services, are available in the immediate area of the Property. Electrical services are provided by PG&E, and telephone services are provided by AT&T.
- 1.15 **FEMA Flood Zone Designations:** The Property is located in FEMA Flood Map Panel Numbers "06079C1331G", "06079C1332G", "06079C1333F", "06079C1334F", and "06079C1342G". The majority of the Property falls under the "Zone X (Unshaded)" designation, with the only area noted as "Zone A" being the southernmost area of the Property near Thousand Hills Road (4 +/- acres). *Refer to Section 1.30 FEMA Flood Map (page 27) for additional information.*





1.16 **Property Location & Access:** The Property is located off Davenport Creek Road in San Luis Obispo, California. The Property is located approximately 2 miles east of Highway 101 and 1 mile west of Highway 227 (Edna Road) in San Luis Obispo County. Access to the Property entrance is provided by heading south on Davenport Creek Road from Buckley Road, which are both county-maintained roads. The Property is fenced for cattle, including some crossfenced areas.

The Property is approximately 1.5 miles due northeast from the shores of the Pacific Ocean.

VIEW PROPERTY IN LAND ID

<u>Latitude:</u> 35°12'55.35"N | <u>Longitude:</u> 120°38'49.24"W

Surrounding land uses of the immediate area of the Property include multi-million dollar homesites, premium winegrape vineyards, SLO Country Club Golf Course, cattle ranching, citrus and avocado groves, wineries, horse and cattle ranches, and protected public reserve lands.

The 1,611 +/- acre Indian Knob Ranch truly provides a feeling of isolation from the lively and dynamic Central Coast lifestyle, driven by the mountains and hills that crest the borders of the many small valleys located throughout the Property.

San Luis Obispo County features over 200+ wineries. Less than a 20-minute drive from the Property is the Pacific Ocean, which is home to the Avila Beach, Shell Beach, and Pismo Beach communities. Recreational opportunities include winery and brewery tastings, premium restaurants and dining venues, golf courses, horseback riding, mountain biking, hiking, surfing, fishing, and much more.

Other Area Attractions Include:

Hearst Castle | Mission San Luis Obispo de Tolosa | Oceano Dunes | Pismo Preserve | El Colibri Hotel & Spa | Sycamore Mineral Springs Resort & Spa | Pismo Beach Monarch Butterfly Grove



Visit **www.slocal.com** to learn more about the San Luis Obispo County lifestyle.





1.17 Water - Agricultural: The Property contains 1 well, 2 springs, and 3 ponds.

The domestic well is located near the entrance by Davenport Creek Road. The well contains 5" casings with a residential sanitary seal, a 1.5-horsepower pump, a static water level reported at 60 +/- feet, and an estimated 80-100 +/- gallons per minute yield.

Natural water supplies include several creeks, streams, and springs scattered throughout the Property which feed watering troughs and stock ponds for the cattle.









1.18 **Soils & Topography:** The Property contains a diverse variety of soil types, which range from loamy sand and clay series in the valleys and gentle sloped regions, to shaly clay and rock outcrop series throughout much of the mountainous terrain surrounding Indian Knob Mountain. Elevations on the Indian Knob Ranch range from approximately 120' – 400' above sea level in the valleys and climb up to heights of 600' +/- in the mountainous terrain. *Refer to Section 1.29 NRCS Soils Map (page 26) for additional information.*

SOIL TYPE SYMBOL	SOIL NAME	SLOPE PERCENTAGE	CA REVISED STORIE INDEX RATING CLASS	IRRIGATED LAND CAPABILITY CLASSIFICATION	NRCS ACRES (+/-)	APPROX. PERCENTAGE OF AREA
102	Arnold Loamy Sand	5 - 15%	Grade 3 - Fair	3	368.6	23.1%
109	Briones-Pismo Loamy Sands	9 - 30%	Grade 4 - Poor	6	234.7	14.7%
106	Baywood Fine Sand	15 - 30%	Grade 3 - Fair	4	231.7	14.5%
108	Briones Loamy Sand	15 - 50%	Grade 4 - Poor	6	179.2	11.2%
139	Elder Sandy Loam, Occasionally Flooded	2 - 9%	Grade 2 - Good	2	151.1	9.5%
189	Pismo Loamy Sand	9 - 30%	Grade 4 - Poor	7	139.9	8.8%
142	Gaviota Fine Sandy Loam	15 - 50%	Grade 5 - Very Poor	7	100.6	6.3%
103	Arnold Loamy Sand, MLRA 15	15 - 50%	Grade 4 - Poor	6	55.3	3.5%
141	Gaviota Sandy Loam, MLRA 15	50 - 75%	Grade 6 - Nonagricultural	Not Rated or Not Available	32.4	2.0%
135	Elder Sandy Loam	2 - 5%	Grade 1- Excellent	2	29.0	1.8%
152	Lodo-Rock Outcrop Complex	30 - 75%	Grade 5 - Very Poor	7	23.1	1.5%
110	Briones-Tierra Complex	15 - 50%	Grade 4 - Poor	6	15.9	1.0%
181	Nacimiento-Calodo Complex	30 - 50%	Grade 4 - Poor	6	14.8	0.9%
156	Lopez Very Shaly Clay Loam	30 - 75%	Grade 6 - Nonagricultural	7	6.3	0.4%
136	Elder Sandy Loam	5 - 9%	Grade 1- Excellent	2	5.5	0.3%
129	Diablo Clay, MLRA 15	5 - 9%	Grade 3 - Fair	4	3.2	0.2%
198	Salinas Silty Clay Loam, MLRA 14	2 - 9%	Grade 1- Excellent	2	3.6	0.2%
148	Lodo Clay Loam	15 - 30%	Grade 5 - Very Poor	4	0.5	0.0%
Total					1,595.4	100%

NOTE: ALL SOIL INFORMATION PROVIDED IN THE CHART ABOVE IS SOURCED FROM THE NATURAL RESOURCES CONSERVATION SERVICE OF THE USDA AND MAY CONTAIN ACREAGE DISCREPANCIES. THE NRCS SOILS REPORT FOR THE PROPERTY IS AVAILABLE UPON EXECUTION OF SELLER'S CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT ("CNDA") IN SECTION 1.34 (PAGES 31-33).





1.19 Partial Legal Description, Zoning, Agricultural Preserve Contract, & Property Taxes/Assessments:

APN#	ASSESSED ACRES (+/-)	SUBJECT TO	PORTIONS OF SECTION(S)	TOWNSHIP	RANGE	ZONING	2022-2023 PROPERTY TAXES & ASSESSMENTS
044-181-002	403.17	Williamson Act	36 31	31S	12E 13E	AG	\$441.66
044-181-003	348.20	Williamson Act	25, 36 30, 31	31S	12E 13E	AG	\$322.60
044-181-004	361.08	Williamson Act	24, 25 30	31S	12E 13E	AG	\$501.68
079-201-006	179.21	Williamson Act	25, 35, 36 1, 2	315 325	12E	AG	\$300.88
079-201-007	4.37	Williamson Act	25	31S	12E	AG	\$11.46
076-141-003	314.69	Williamson Act	23, 24, 25 26	31S	12E	AG	\$438.90
Total	1,610.72						\$2,017.18

NOTE: • THERE ARE APN # AND ACREAGE DISCREPANCIES BETWEEN SLO COUNTY DATA AND ASSESSOR'S PARCEL MAPS. PARCEL ACREAGES, RELATED TAXES, AND ALL ABOVE INFORMATION MUST BE VERIFIED BY PROSPECTIVE BUYERS WITH SLO COUNTY.

[•] MINIMUM PARCEL SIZES RANGE FROM 80 - 320 ACRES.

POTENTIAL LEGAL PARCEL	GROSS ACRES (+/-)	APN(S)	DEED(S)
1*	PORTION OF	076-141-001, -002, -003, -004, -019, -020	N/36 AND T/622
2	PORTION OF	079-201-007	X/236
3	PORTION OF	079-201-006	PATENT B/101
4	PORTION OF	079-201-006	PATENT J/63
5	PORTION OF	079-201-006	PATENT A/514
6	1,112.45	044-181-002, -003, -004	O/R 335/06

^{*}Potential legal parcel #1 will require a lot line adjustment prior to close of escrow. Refer to section 1.28 Aerial Parcel & Potential Legal Parcel Configurations Map (Page 25) for additional information.





1.20 **Governmental Agencies & Land Use Designations:** According to the county of San Luis Obispo Department of County Planning & Building website, the Rural Land Use Category Maps indicate the Property appears to be located within the "San Luis Obispo Planning Area" and "South County Planning Area" planning area boundaries, and the "San Luis Bay Inland Sub Area South" and "San Luis Obispo Sub Area North" sub area boundaries. Based on SLO County's "Land Use View" program, the land use designation for the Property is "Agriculture".

The entire Property is enrolled in a Williamson Act Contract which ultimately governs minimum parcel size and land use according to soil types, land capability classifications, and the Land Conservation Act of 1965 rules and regulations. For additional information visit: https://www.slocounty.ca.gov/Departments/Planning-Building/Forms-Documents/Williamson-Act-Forms-and-Documents.aspx

Portions of the Property are located within the Aiport Influence Area of the San Luis Obipso County Regional Airport's "Airport Land Use Plan" amended March 26th, 2021. *For additional information visit*: https://www.sloairport.com/airport-land-use-commission-aluc/

County of San Luis Obispo County Government Center

1055 Monterey Street, San Luis Obispo, CA 93408 Telephone: (805) 781-5000 http://www.slocounty.ca.gov

County of San Luis Obispo Planning and Building

976 Osos Street Room 200, San Luis Obispo, CA 93408 (Permit Center) Telephone: (805) 781-5600 | Permits/Inspections: (805) 788-6602 Fax: (805) 781-1242

https://www.slocounty.ca.gov/Departments/Planning-Building.aspx

County of San Luis Obispo Public Works

967 Osos Street Suite 207, San Luis Obispo, CA 93408 Telephone: (805) 781-5252 | Fax: (805) 781-1229 https://www.slocounty.ca.gov/Departments/Public-Works.aspx

County of San Luis Obispo Environmental Health Division

2156 Sierra Way Suite B, San Luis Obispo, CA 93401 Telephone: (805) 781-5544 | Fax: (805) 781-4211 https://www.slocounty.ca.gov/Departments/Health-Agency/ Public-Health/eh.aspx





1.21 **Wildlife & Vegetation:** The 1,611 +/- acre Property is inhabited with an array of diverse wildlife which includes (but is not limited to):

Birds: Barn Owl, Great Horned Owl, Screech Owl, American Kestrel, Red Tailed Hawk, Kite, Goshawk, Sharp-Shinned Hawk, Northern Harrier, Ferruginous Hawk, Rough-Legged Hawk, Turkey Vulture, Roadrunner, Mourning Dove, Bald and Gold Eagles, Finches, Indigo Bunting, Phoebe, Egrets, Heron, Woodpecker

Songbirds: Lazuli Bunting, Anna's Hummingbird, California Quail, Barn Swallow, Cliff Swallow, Bushtit, Western Kingbird, House Wren, Mockingbird, American Robin, Sparrow, Dark-eyed Junco, House Finch, Lesser Goldfinch, Western Meadowlark, Bullock's Oriole, Western Bluebird, Raven, American Crow, Scrubjay

Mammals: Deer, Wild Turkey (up to 500 at a time), Cottontail Rabbit, Jack Rabbit, Mountain Lion, Bobcat, Fox,Ground Squirrels, California Black Footed Ferrets, Pocket Gophers, Mice, Rats, Badgers, Skunks, Coyote, Opossum, Raccoons

Reptiles And Amphibians: Rattlesnake, California King Snake, Garter Snake, Gopher Snake, Fence Lizard, Sand Lizard, Horned Toad, Alligator Lizard, American Toad, Pacific Tree Frog, Blue Skink

Trees: Coastal Live Oak, Bishop Pine, Willow

Wildflowers: Common Yarrow, Sticky Snakeroot, Mayweed, Obispo Manzanita, Fairy Lanterns, Milk Maids, Soap Plant, Miner's Lettuce, Poison Hemlock, Flea-Bane Daisy, Common Bedstraw, Tarweed, Toyon, Ocean Spray, Manroot, Watercress, Cream Cups, California Everlasting, Chicory, Black Sage, Fringe Pod, Bull Clover, Poison Oak, Fiddlenecks, Golden Star, Field Mustard, Black Mustard, Bush Poppy, Brass Buttons, Gum Plant, Tidy Tips, California Buttercup, Johnny Jump Ups, Butter and Eggs, Indian Paintbrush, California Poppy, California Fuchsia, Peony, Gooseberry, Hummingbird Sage, Italian Thistle, Purple Owl's Clover, Red Maids, California Aster, Shooting Star, Indian Knob Mountain Balm, Storkbill Filaree, Punch-Bowl Clarkia, Four-Spot Clarkia, Pismo Clarkia, Elegant Clarkia, Prickly Phlox, Wild Rose, Wild Radish, Checker Mallow, Salsify, Rose Clover, Meadow Clover, Brodiaea, Blue Dicks, Bush Lupine, Sky Lupine, Arroyo Lupine, Baby Blue-Eyes, Fiesta Flower, Blue Eyed Grass, Purple Vetch, Turkey-Mullein, Coffee Berry, Stinging Nettle.

California Native Plant Society - Calscape: www.calscape.org













1.22 **Edna Valley AVA:** A portion of the Property is located within the Edna Valley American Viticultural Area ("AVA"), which is located south of the city of San Luis Obispo and north of the city of Arroyo Grande. In 1973, Jack Niven planted the Paragon Vineyard in Edna Valley, and after recognizing the unique and outstanding characteristics of the region, he pioneered the process of petitioning for Edna Valley to become an AVA, which was approved and established in 1982.

The Edna Valley AVA is considered to be California's coolest winegrowing area. The maritime influence is powerful in the Edna Valley, more dominant than that of any region along the Pacific Coast. The transverse valley has moderate sunshine and cool maritime fog which flows southeast with the cool Pacific Ocean breezes from Morro Bay into the Edna Valley (about 18 miles). A phenomenon known as the Pismo Venturi effect clears the evening fog from the valley. The climate provides the longest growing season in California. This extended growing season provides for later harvest dates than other AVAs in the county and contributes to the complex flavors of the premium Chardonnay and Pinot Noir grapes that are unique manifestations of the Edna Valley terroir.

Partially sourced from: https://winehistoryproject.org/edna-valley-ava/

1.23 **Potential Farming Opportunities:** In addition to a continuation of cattle ranching, portions of the Property may be suitable for agricultural farming including (but not limited to) avocados, citrus, winegrapes, irrigated row crops, and herbs.









1.24 SLO REGIONAL AIRPORT

The entrance to the Property is approximately **1** mile south of the San Luis Obispo County Regional Airport (SLO). Airlines with regular scheduled flights to and from SLO include: Alaska Airlines, American Airlines, and United Airlines. The airport contains a Jet Center with private hangers also available.

DESTINATIONS FROM SLO:

- Seattle
- San Diego
- Denver
- Los Angeles

- Portland
- Dallas / Fort Worth
- San Francisco
- Phoenix



(Click logos to view websites)













1.25 LOCAL ATTRACTIONS IN SAN LUIS OBISPO COUNTY

With endless things to do in San Luis Obispo, great weather, friendly people and a variety of accommodations, it's a great time to plan your next affordable getaway to SLO. Travelers looking for family-friendly activities can find plenty to do at the Children's Museum, SLO Skate Park, or Downtown SLO Farmers' Market. Escape to SLO for the weekend with friends and enjoy farm-to-table cuisine at one of the many restaurants in



ARTS + CULTURE

With our unique background and geographic location, SLO will move you in ways like no other vacation destination can. San Luis Obispo's story began with its first indigenous population, dating back tens of thousands of years to the first inhabitants, to the Chumash tribes that populated the Central Coast's prolific terrain, to the first Spanish settlements, followed by the Mexican "Rancho" era and all the way up until the "Wild West" times which of course led us to the present day. Throw in a world-class university into the mix and you'll get all the ingredients for an idyllic cultivation of ideas.

Immerse yourself in San Luis Obispo's culture at one of our local events like the annual SLO Film Festival, Festival Mozaic, Cal Poly Rodeo, Concerts in the Plaza—or create your own SLO story.

ATTRACTIONS + ENTERTAINMENT

Don't let size fool you! For such a quaint community, San Luis Obispo has a surplus of attractions and entertainment options to satisfy every desire. Foodies can wallow in the ample variety of gastronomic options with an undeniably irresistible ambiance. History buffs can be amused by local landmarks like Mission San Luis Obispo De Tolosa and The Monday Club or by taking a day trip up the Hwy 1 to Hearst Castle.

Wine lovers can head out to Edna Valley where they will be delighted by the bold varietals of our signature cool weather climate, while beer aficionados can keep closer to town for craft beer tasting. Others will keep it local by enjoying the pleasures of our Downtown District with attractions like Bubblegum Alley, Farmers' Market, lively nightlife, or hop on the Downtown Trolley and enjoy San Luis Obispo's unique charm!

EAT + DRINK

Enjoy the unbeatable ambiance of our creekside dining along San Luis Obispo Creek at places like international fusion restaurant. Novo or upscale Mexican cuisine, The Carrisa. Perhaps taste the flavor of the Central Coast specialty, the tri-tip sandwich, at places like Old San Luis BBQ or Firestone Grill both located Downtown. Or, let the flavors of SLO's Historic Chinatown take you away to the far east on a gastronomic journey to places like Mee Heng Low Noodle House. Maybe you're in the mood for gluten-free, vegan or alternative options like Bliss Café or Nourish SLO.

FAMILY

Visitors can enjoy some attractions like Avila Valley Barn, Bubblegum Alley, SLO Botanical Garden, and the Charles Paddock Zoo. With countless parks and open space, theater productions, beaches, outdoor activities, farmers' markets, museums, and more, your family will never be bored. There's no wonder why San Luis Obispo is a family favorite location for many.

OUTDOOR + RECREATION

San Luis Obispo is truly a mecca for outdoor enthusiasts. SLO takes the open air concept to the next level with our desirable climate, stunning landscape, close proximity to the ocean and ample amount of open space and hiking trails. With endless things to do from hiking and surfing, to zip lining, SLO is the true MVP for those with an affinity towards the great outdoors and it's all at hands reach in the heart of SLO CAL.

Visit SLO like a local by taking advantage of some of our outdoor events like our annual City to Sea Half Marathon, SLO Triathlon or the Boots and Brews Country Music Festival.

Looking to keep it a little more low key? Relax at one of our numerous Edna Valley wineries, dine "al fresco" at one of our notorious Downtown patios, stroll down Higuera Street for the Thursday evening Farmers' Market, or enjoy an afternoon listening to the smooth rhythm of different local beats at Concerts in the Plaza—or any of our other open music events.

All information above is sourced from: www.visitslo.com



1.26 TOP COMPANIES ASSOCIATED WITH CAL POLY SLO

2018-19 top companies that employ Engineering Graduates from Cal Poly SLO include:



























































1.27 PROPERTY PHOTOS







1.27 PROPERTY PHOTOS CONT'D





1.27 PROPERTY PHOTOS CONT'D



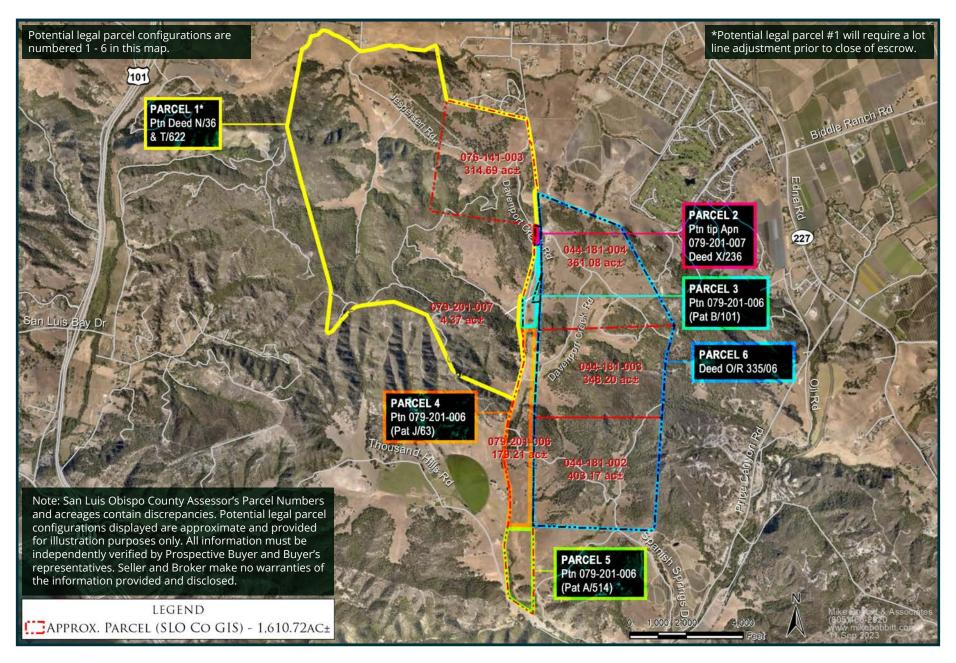




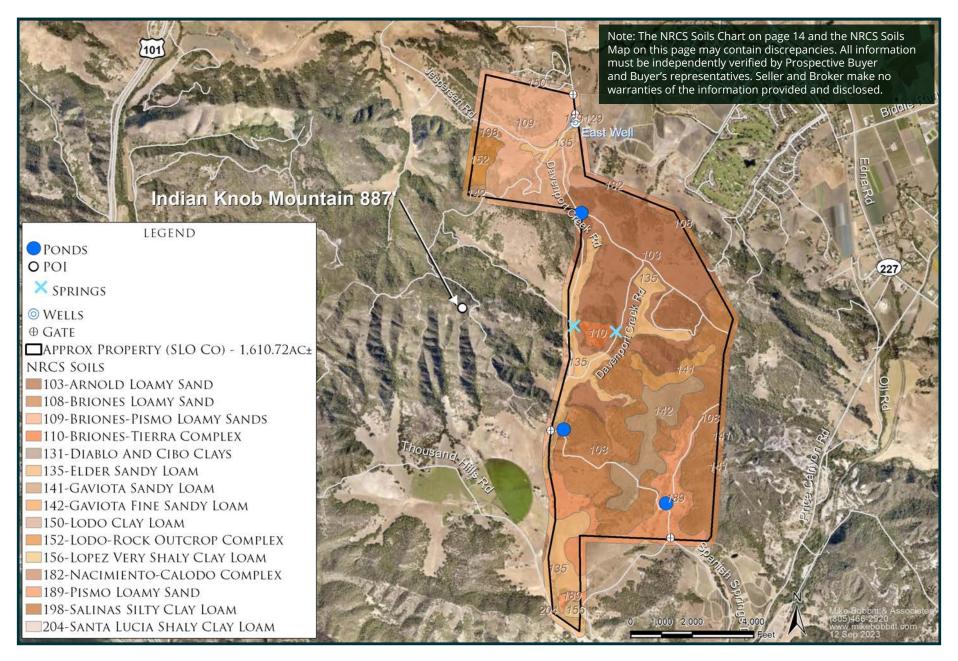




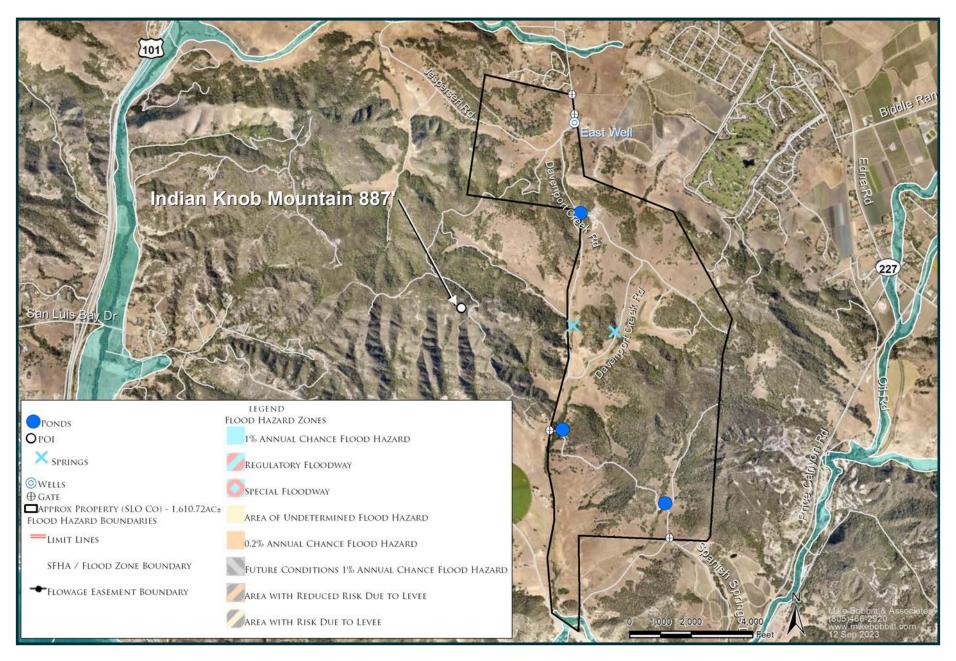
1.28 - AERIAL PARCEL & POTENTIAL LEGAL PARCEL CONFIGURATIONS MAP



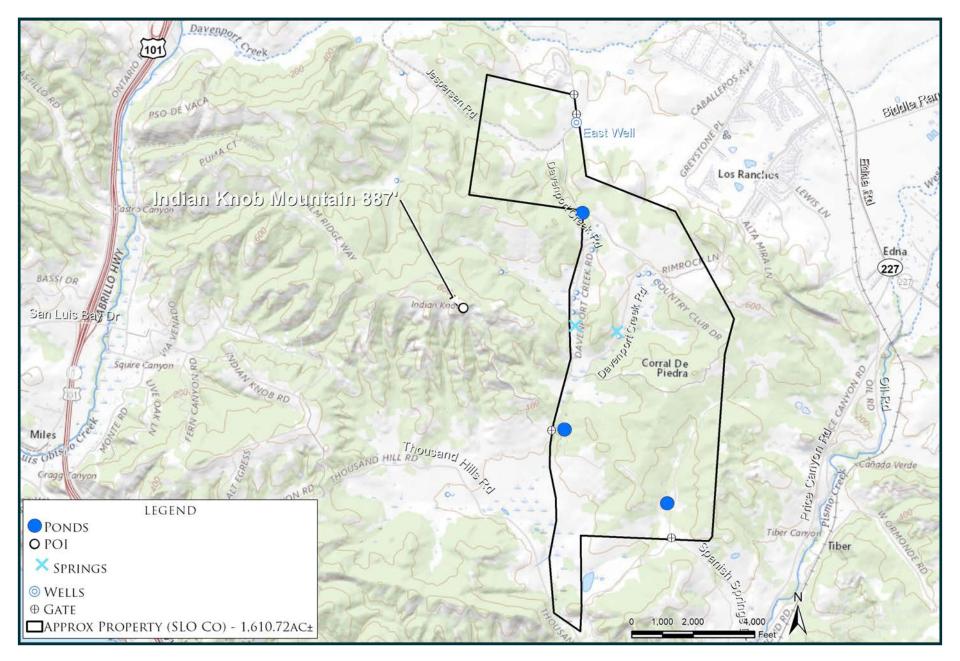




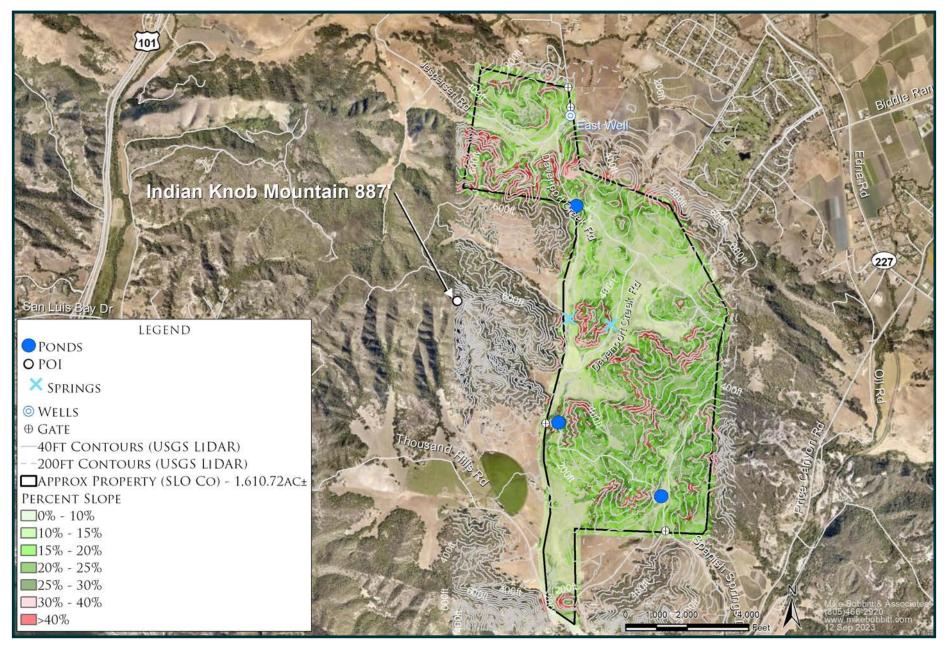




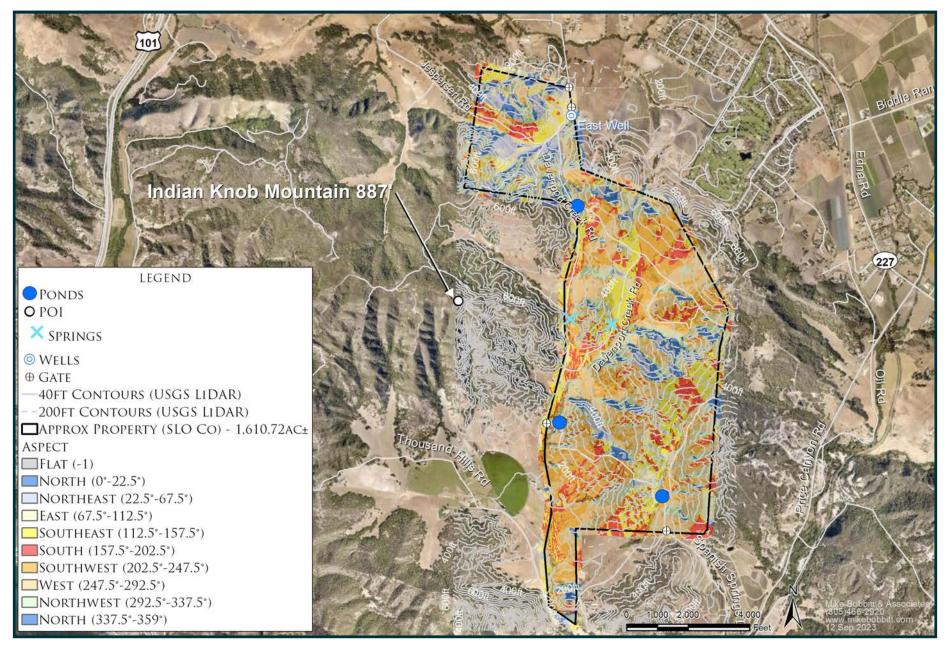














1.34 CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (th	ne "Agreement") is made and ento	ered into as of the day of
, 20, by a	and among,	("Receiving Party"),
and	("Disclosing Pa	arty").
Disclosing Party and Receiving Party are context requires.	e hereinafter also referred to as t	he "Party" and "Parties" as the

The Receiving Party desires to evaluate the potential acquisition of the real property commonly known as the Indian Knob Ranch, 1,610.72 +/- gross acres located in San Luis Obispo County, State of California (hereinafter the "Transaction"). Therefore, the Parties agree as follows:

- 1. The term "Confidential Information" shall mean any technical, financial and commercial information, whether in written, oral or other tangible or intangible form, relating to the Disclosing Party and/or its Affiliates including, without limitation, any information with regard to the Disclosing Party's and/or its Affiliates' land, crops, business, accounts, financial data, strategies, projects, plans, products, mills, manufacturing, processes, costs, sales, marketing, prices, customers, personnel, R&D, discoveries, ideas, concepts, know- how, business secrets, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, patents, patent applications, copyrighted materials, databases and utility models which is disclosed by or on behalf of the Disclosing Party and/or its Affiliates in connection with the Transaction. The existence of the Parties' discussion and collaboration relating to the Transaction and the content of this Agreement shall be considered part of the Confidential Information. An "Affiliate" shall mean any entity which controls a Party, is controlled by a Party or is under common control with a Party.
- 2. The confidentiality obligations of this Agreement shall not apply to any Confidential Information which:
 - (a) is generally known to the public at the time of disclosure or later becomes generally known through no fault of the Receiving Party;
 - (b) was known to the Receiving Party prior to disclosure by the Disclosing Party as proven by the written records of the Receiving Party;
 - (c) is disclosed to the Receiving Party by a third party who did not obtain such Confidential Information, directly or indirectly, from the Disclosing Party subject to any confidentiality obligation; or
 - (d) is at any time independently developed by the Receiving Party as proven by its written records.
- 3. The Receiving Party shall keep all Confidential Information received from the Disclosing Party as strictly confidential and shall not disclose the Confidential Information to any third parties without the prior written consent of the Disclosing Party.
- 4. If the Receiving Party is required by law, court order, auditors, regulatory or a governmental authority to disclose the Confidential Information, the Receiving Party will give the Disclosing Party a notice thereof as soon as reasonably practicable, if permitted, so that the Disclosing Party may seek a protective order or other appropriate remedy at its own expense. In the event such protective order or other remedy is not obtained, disclosure will be done only to the extent required, and subject to confidentiality protection to the extent reasonably possible. Notwithstanding the foregoing, the Receiving Party shall have no obligation to delay or withhold disclosure of Confidential Information if such delay or withholding could subject the Receiving Party to civil or criminal sanctions, penalties, or enforcement.



1.34 CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

- 5. The Receiving Party shall not use the Confidential Information in any other connection or for any other purpose than the Transaction without the prior written consent of the Disclosing Party.
- 6. The Receiving Party shall restrict the access to Confidential Information to only those of its own directors, officers, employees, sources of equity and financing and third-party advisors (the "Representatives") who need to know the Confidential Information for carrying out the Transaction. The Receiving Party shall be responsible for ensuring that such Representatives to whom Confidential Information is disclosed are aware of and adhere to the terms of this Agreement. The Receiving Party shall be liable for any unauthorized use or disclosure of Confidential Information by any Representatives to whom the Receiving Party has disclosed Confidential Information.
- 7. The Receiving Party shall use at least the same degree of care in protecting Confidential Information as it uses in respect of its own Confidential Information and business secrets.
- 8. Each Party may be a member of a group of companies consisting of several legal entities and it may be necessary for each Party to provide Confidential Information to its Affiliates. The Parties agree that:
 - (a) the Receiving Party may disclose Confidential Information to an Affiliate and the Representatives of an Affiliate but only to the extent that such Affiliate and its Representatives need to know such Confidential Information in connection with the Transaction;
 - (b) the Receiving Party shall ensure that an Affiliate and its Representatives to whom Confidential Information is disclosed are aware of and adhere to the terms of this Agreement;
 - (c) disclosure by or to an Affiliate shall be deemed to be a disclosure by or to that Party, as applicable; and
 - (d) each Party shall be responsible for the observance and proper performance by all of its Affiliates and their Representatives of the terms of this Agreement.
- 9. This Agreement and the obligations of the Parties set forth in this Agreement shall terminate upon the earlier to occur of (i) two (2) years from the date hereof or (ii) the execution of a definitive agreement between the Parties regarding the Transaction.
- 10. At the request of the Disclosing Party at any time for any reason, the Receiving Party shall immediately return to the Disclosing Party or permanently destroy all tangible documents and materials in its possession which contain Confidential Information, except that the Receiving Party may retain copies of such documents as required by law, regulation or internal document retention policies. At the request of the Disclosing Party, the Receiving Party shall confirm in writing its compliance with such request.
- 11. This Agreement shall not oblige either Party to provide Confidential Information to the other Party. Other than as provided in any definitive agreement between the Parties regarding the Transaction, the Disclosing Party makes no representation or warranty with respect to the reliability, accuracy or completeness of the Confidential Information, and the Disclosing Party expressly disclaims any liability arising from the use of the Confidential Information by the Receiving Party or its Representatives.
- 12. All Confidential Information shall remain the exclusive property of the Disclosing Party. Nothing in this Agreement shall be deemed to constitute the grant of any license or other rights to the Receiving Party in the Confidential Information except for the right to use the Confidential Information for the Transaction as expressly set forth in this Agreement.



1.34 CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

- 13. The Parties acknowledge that the breach or threatened breach of this Agreement may result in irreparable injury to the Disclosing Party and that, in addition to its other remedies, the Disclosing Party may be entitled to injunctive relief from any court of competent jurisdiction to restrain any threatened or continued breach of this Agreement.
- 14. Neither Party shall be entitled to transfer this Agreement or any of its rights and obligations under this Agreement, in whole or in part, without the prior written consent of the other Party.
- 15. Any amendments to this Agreement shall be made in writing and shall be signed by each Party.
- 16. Any delay or failure by either Party in exercising any right or remedy under this Agreement shall not constitute a waiver of the right or remedy by such Party unless such waiver has been given in writing.
- 17. If any term of this Agreement is held invalid or unenforceable, such determination shall not invalidate or render unenforceable any other term of this Agreement.
- 18. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and excludes and supersedes any other oral or written agreements, undertakings or commitments of the Parties relating to the subject matter of this Agreement.
- 19. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be resolved by the courts of the State of California.
- 20. For the convenience of the Parties, this Agreement may be executed by facsimile and in counterparts, each of which shall be deemed to be an original, and both of which taken together, shall constitute one agreement binding on both Parties.

DISCLOSING PARTY:	
	, a/an
Ву:	Name:
Title:	
RECEIVING PARTY:	
	, a/an
Ву:	Name:
Title:	



