PUBLIC NOTICE OF INTENT TO SOLICIT BIDS—SALE OF SURPLUS REAL PROPERTY EXISTING BUILDING ON COMMERCIAL RETAIL PARCEL AT 900 MAIN ST, CAMBRIA CA 93428 Subject to Approval by the San Luis Obispo County Board of Supervisors

DEADLINE TO RECEIVE SEALED WRITTEN BIDS IS 5:00 PM ON MONDAY, APRIL 30, 2018

By signing below, the Bidder agrees to the following conditions of sale and submits an irrevocable bid to purchase:

- 1. The real property consists of one existing building on one parcel in Cambria (APN 022-251-019) located at 900 Main Street near the intersection of Cornwall Street and consists of an approximately 2,331 square foot building on an approximately 9,888 square foot improved site zoned Commercial Retail. The general location of the parcel is shown on Page 5 and the assessor's parcel map as shown on Page 6.
- 2. The minimum bid for this property is **\$419,900**. No oral or written bid will be accepted that is less than the minimum bid.
- 3. Bidder encloses a deposit ("Bidder's Security") in the form of a cashier's check payable to the County of San Luis Obispo in the amount of **\$10,000**. Bidder's Security will be returned to the unsuccessful bidder(s) within five (5) business days after the auction date. The Bidder's Security is nonrefundable for the highest accepted bid, except as described in item #5 below, and will be applied to the purchase price.
- 4. The Property is sold in as-is condition with no repairs or reports provided by the County except a preliminary title report. Buyer is encouraged to conduct his/her own due diligence regarding the property prior to submitting a bid.
- 5. This sale is conditioned only upon approval by the County Board of Supervisors. No other condition of sale is acceptable, including financing conditions.
- 6. Bidder encloses written verification of sufficient funds to close this transaction.
- 7. Escrow to close within 45 days after the Board of Supervisors' acceptance of the bid.
- 8. Title shall be transferred in the form of a Quitclaim Deed.
- 9. The property includes 0.58 water Equivalent Dwelling Units (EDUs).
- 10. The property contains a legal, non-conforming building due to setbacks. Any new development would have to conform to the required setbacks.
- 11. The eave on the southeasterly side of the building extends over the property line. Included with the property will be an easement of five (5.00) feet in width over the Adjacent parcel and along

(Bid Form continued from page 1)

- the southeasterly property line to accommodate the encroachment of the southeasterly building eave and to provide surface access to the property. Bidder has reviewed the Agreement and Grant of Easement on Pages 7 through 19 of this Bid Form and, if the successful purchaser, agrees to sign it prior to the close of escrow.
- 12. No roof leaks are currently evident. The County recommends that purchaser performs an annual inspection of the building skylights.
- 13. Fire sprinklers are not installed in the existing building. Bidder is advised to conduct his/her own due diligence with the Cambria Fire Department or other appropriate governmental entity on the sprinkler requirements for proposed uses of the property which may necessitate the requirement for fire sprinklers.
- 14. The property is located within an area declared by Federal Emergency Management Agency (FEMA) as Flood Hazard Zone AE, an area of 0.1% annual chance of flood (100-year flood).
- 15. If the successful bidder fails to purchase the property, the County reserves the right to take such measures as it deems appropriate to sell it. The County may, but shall have no obligation to, accept the next highest bid or successive high bid.
- 16. Written bids <u>must be received at the address below on or before Monday, April 30, 2018 at 5:00 PM</u>, and will be opened by the Board of Supervisors at a public auction held on <u>Tuesday, May 1</u>, <u>2018 at 1:30 PM</u>, or as soon as possible before or thereafter as placed on the Board's agenda, followed by an opportunity for oral bidding.
- 17. Prior to accepting any written bid, the Board of Supervisors will call for oral bids and consider any such bids in conformity with Government Code Section 25531. Oral bidders must submit the Bidder's Security in the form of a cashier's check payable to the County of San Luis Obispo in the amount of \$10,000 at the time of the bid. An oral bid will be considered only if the price exceeds the highest written bid by at least five percent (5%). If the successful bid is an oral bid, the bidder or bidder's real estate agent must sign this written bid form at the conclusion of the auction. If no written bids are received, no oral bidding will take place. The County reserves the right to reject all bids.
- 18. Escrow closing costs will be split between the County and the successful bidder as is customary in San Luis Obispo County. Escrow will be with First American Title Company in San Luis Obispo, unless the County selects another title company.

(Bid Form continued from page 2)

- 19. Upon successful close of escrow, a real estate sales commission of three percent (3%) of the sales price, or an amount as otherwise determined by CA Business & Professions Code Section 10131 and CA Government Code Sections 25531 and 25532, shall be payable from the proceeds of sale to a selling broker who is instrumental in obtaining the bid, provided that the broker is identified at the time of the bid. No commission shall be paid if the real estate broker and commission are not identified with the bid, whether written or oral.
- 20. Sealed written bids must be identified on the outside of the envelope with the name of the Bidder and state "Sealed Bid for the Purchase of County Property (APN 022-251-019) at Board Hearing on May 1, 2018", and must be received by the County on or before April 30, 2018 at 5:00PM at:

Mailing Address and Walk-Ins:

County of San Luis Obispo Central Services Department 1087 Santa Rosa Street San Luis Obispo, CA 93408

ATTN: Real Property Manager

	(Bid For	m continued from pag
Name(s) of Bidder:		
Bidder's Street Address:		
City:	State:	Zip:
Bidder's Mailing Address:		
City:	State:	Zip:
Bidder's E-mail address:		
Phone:HomeWo	ork	-Cell
A California licensed real estate broker has been request payment of a commission in the amou brokerage, unless otherwise determined by Calif	nt of 3% of the sales	s price to the following
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request payment of a commission in the amou brokerage, unless otherwise determined by Calir 10131 and Government Code S Name of Real Estate Agent representing Bidder: Name of Real Estate Brokerage: Brokerage Address: Brokerage Phone: work: By placing this bid, the undersigned bidder representing Bidder representing Bidder representing Bidder representing Bidders Brokerage Address: Brokerage Phone: work: By placing this bid, the undersigned bidder represent and conditions stated above and agrees to all conditions stated above and agrees to all conditions.	nt of 3% of the sales fornia Business & Pr Sections 25531 and 2 cell: resents he/she has onditions #1-20. than \$419,900)	s price to the following rofessions Code Section 25532.

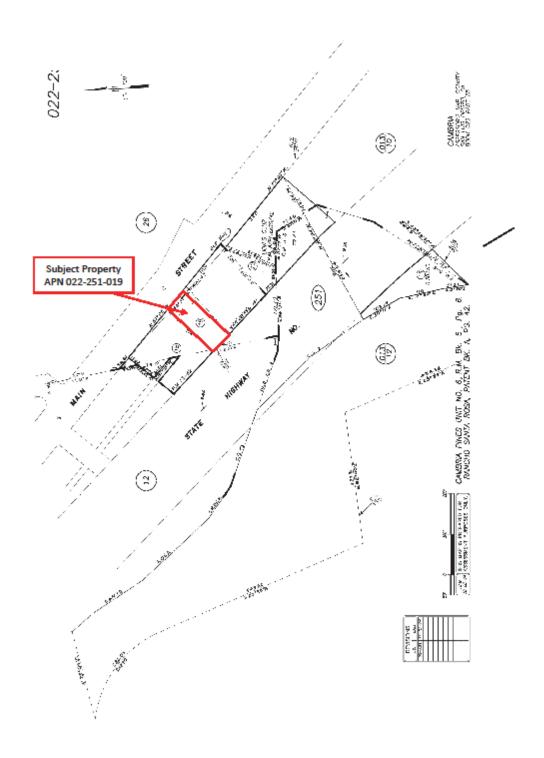
QUESTIONS MAY BE DIRECTED TO COUNTY REAL PROPERTY MANAGER, PHIL D'ACRI AT pdacri@co.slo.ca.us, PHONE 805-781-5206.

LOCATION MAP EXISTING BUILDING ON COMMERCIAL RETAIL PARCEL (APN 022-251-019) 900 MAIN ST, CAMBRIA CA 93428



PARCEL BOUNDARIES ARE APPROXIMATE AND SHALL NOT BE DEEMED AS ACCURATE

ASSESSOR'S PARCEL MAP EXISTING BUILDING ON COMMERCIAL RETAIL PARCEL (APN 022-251-019) 900 MAIN ST, CAMBRIA CA 93428



AGREEMENT AND GRANT OF EASEMENT EXISTING BUILDING ON COMMERCIAL RETAIL PARCEL (APN 022-251-019) 900 MAIN ST, CAMBRIA CA 93428

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
Clerk of the Board of Supervisors
County of San Luis Obispo
1055 Monterey Street
San Luis Obispo, CA 93408
·
WITH A COPY TO:
County Real Property Manager
County of San Luis Obispo
1087 Santa Rosa Street
San Luis Obispo, CA 93408

SPACE ABOVE THIS LINE FOR RECORDER'S USE - THE UNDERSIGNED DECLARES COUNTY BUSINESS-FREE. THIS DOCUMENT PRESENTED FOR RECORDING PURSUANT TO GOVT. CODE SECTION 27383.

AGREEMENT AND GRANT OF EASEMENT

THIS	AGREEMENT AN	id Gran	T OF EASEN	ИENT ("Easemer	it Agreem	ent") is entered	by and
between the	County of Sai	n Luis O	<u>bispo, a p</u>	olitical subdivi	sion of th	ne State of Cal	<u>ifornia</u> ,
hereafter	referred	to	as	"Grantor"	or	"County"	and
				, herea	after referi	red to as "Grante	e."
RECIT	ALS:						

- A. County is the owner of certain real property situated in the unincorporated area of Cambria, in San Luis Obispo County, California (APN: 022-251-020), hereinafter referred to as the "County Property" or the "Servient Tenement", and more particularly described in Exhibit "B-1," which is attached to this Agreement and hereby incorporated by reference.
- B. Grantee is the owner of certain real property situated in the unincorporated area of Cambria, in San Luis Obispo County, California (APN: 022-251-019), hereinafter referred to as the "Dominant Tenement", and more particularly described in Exhibit "B-2," which is attached to this Agreement and hereby incorporated by reference.
- C. County desires to grant an access Easement over a five (5.00) foot wide portion of the Servient Tenement, hereinafter referred to as the "Easement Area", and more particularly described in Exhibit "B-3", which is attached to this Agreement and hereby incorporated by reference.
- D. It is understood that the granting of the Easement is for the sole purpose of above-ground access for the maintenance, repair, removal and/or replacement of an encroaching building eave (hereinafter referred to as "Encroaching Eave") located on Grantee's property, which encroaches upon the Servient Tenement, and more particularly depicted in Exhibit "B-4," which is

attached to this Agreement hereby incorporated by reference.

NOW, THEREFORE, the parties agree as follows:

- 1. Grant of Easement; Satisfaction of Condition. County grants to Grantee a non-exclusive, irrevocable easement (the "Easement") on the Easement Area, subject to all the limitations, terms and conditions of this Agreement. The parties agree that upon completion of removal of the Encroaching Eave which thereby renders it no longer an encroachment onto the Servient Tenement, the parties shall mutually execute, in recordable form, and record, a termination to this Agreement, and Grantee shall quitclaim back to County (or County's successor) all portions of the originally described Easement Area. The County Central Services Department Director, or Director's designee, is authorized to perform all acts required on behalf of the County for modification and/or termination of this Agreement consistent with this paragraph, including but not limited to, executing a Certificate of Acceptance, and is authorized to sign any related documents. Grantee may affix other improvements within the Easement Area as necessary or desirable, subject to County's prior written consent, which shall not be unreasonably withheld.
- 2. <u>Character of Easement</u>. The Easement granted in this Agreement is appurtenant and runs with the land.
- 3. <u>Description of Easement</u>. The purpose of the Easement granted is for use of the above-ground area of the Easement Area only, for the uses, and subject to the limitations, specified in Paragraph 4 below.
- 4. <u>Non-Exclusive Use and Restriction of Easement</u>. Grantee may use the Easement Area for the following authorized purposes only and <u>for no other uses</u> except as specifically set forth in this Agreement: construction and maintenance access for persons and equipment for the Encroaching Eave; provided, however, County reserves the right to access the Easement Area as necessary. Nothing contained in this Agreement shall give any member of the public the right to loiter in the Easement Area or enter any other portions of the Servient Tenement.
 - 5. <u>Secondary Easements</u>. The Easement includes the following incidental rights:
- A. The right of ingress and egress over and across the Easement Area for the maintenance, repair, removal and/or replacement of the Encroaching Eave.
- B. The right of Grantee to ensure and maintain access to the Easement Area, and shall repair and maintain said Encroaching Eave when necessary or when required by a regulatory agency.

In exercising these rights, Grantee must use reasonable care and may not unreasonably increase the burden on the Servient Tenement or make any material changes to the Easement Area, except as otherwise provided herein.

- 6. <u>Non-Exclusive Easement; Reservation of County's Rights; Right of Reversion</u>.
- A. <u>Reservations in General</u>. County reserves all rights in connection with the Easement Area. This Agreement, except as specifically otherwise set forth, imposes no restrictions on the current uses or any and all future uses (as they may change from time to time) of the Servient

Tenement whether or not within the Easement Area, provided they do not materially interfere with the purposes of the grant of Easement.

- B. <u>Specific Reservations</u>. More specifically, but not by way of limitation, County reserves the following rights in connection with the Easement Area:
- 1) To construct, operate, maintain, repair and replace, fencing, utility and drainage installations over and at varying depths beneath the surface;
- 2) The right of access by County, County's employees, invitees, contractors and tenants to the Easement Area;
- 3) The right to cause the lawful removal, from any portion of the Servient Tenement, including the Easement Area, by appropriate private or public authorities, of any person whose presence on the Servient Tenement (including the Easement Area) is not allowed under this Agreement or whose conduct is offensive, a nuisance or potentially or actually harmful to other persons or to property, including but not limited to the right (but not the obligation), to close off or gate control access to the Easement Area, provided that Grantee's access is not prevented.
 - 7. <u>Acceptance in Natural Condition; Installation and Maintenance of Improvements.</u>
- A. Grantee accepts the Easement and the Easement Area, in the condition it exists as of the date of this Agreement.
- B. Grantee, at its sole cost and expense, shall be responsible for all installation, maintenance, repair, and replacement of improvements in and along the boundaries of the Easement Area, including, but not limited to, all existing fencing and Encroaching Eave.
- C. Grantee shall maintain the Easement Area in a good and workmanlike manner and shall not allow the Easement Area to fall into disrepair.
- 8. <u>Benefits and Burdens Run with the Land</u>. The benefits and burdens of this Agreement run with the land and shall not be severed from the Servient Tenement.
- 9. <u>Indemnification</u>. To the fullest extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless the County, its employees, affiliates, tenants, agents, contractors, volunteers, and officers from and against any personal injury or property damage claims, demands, damages, costs, losses, liens, judgments, penalties, attorney's fees, and expenses of every nature arising out of or in connection with Grantee's use of the Easement Area, except such loss or damage which was caused by sole negligence or willful misconduct of the County. It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.
- 10. <u>Insurance</u>. Grantee shall obtain and maintain for the entire term of the Agreement, insurance complying with the provisions of this paragraph. Said policies shall be issued by companies authorized to do business in the State of California. Grantee shall maintain said insurance in force at all times. The following coverage with the following features shall be provided:

- A. <u>Commercial Liability Insurance</u>. Grantee shall maintain in full force and effect for the period covered by this Agreement, general commercial liability insurance. This insurance shall include, but shall not be limited to, comprehensive general and automobile liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Grantee's operations on the Servient Tenement, including, without limitation, acts involving vehicles and non-motorized access. The policy shall be in the form of Insurance Services Office (ISO) Form CG 00 01 covering commercial general liability on an "occurrence" basis for bodily injury and property damage, personal injury and advertising injury, with limits no less than 1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. The following endorsements must be attached to the policy:
- 1) If the insurance policy covers on an "accident" basis, it must be changed to "occurrence."
 - 2) The policy must cover personal injury as well as bodily injury.
- 3) Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.
- B. <u>Primary Coverage</u>. For any claims related to this contract, Grantee's insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Grantee's insurance and shall not contribute with it.
- C. <u>Notice of Cancellation</u>: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- D. <u>Waiver of Subrogation</u>. Grantee hereby grants to County a waiver of any right to subrogation which any insurer of said Grantee may acquire against the County by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- E. <u>Additional Insureds to be Covered</u>. The commercial general liability policies shall name "County of San Luis Obispo, its officers and employees" as additional insureds. The policy shall provide that the Grantee's insurance will operate as primary insurance and that no other insurance maintained by the County, or additional insureds will be called upon to contribute to a loss hereunder.
- F. <u>Certification of Coverage</u>. Within fifteen (15) calendar days of the commencement of this Easement Agreement, Grantee shall furnish the County with the following for each insurance policy required hereunder, and annually thereafter:
- 1) A copy of the Certificate of Insurance or Self-Insurance, including a certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.

- 2) Upon written request by the County, Grantee shall provide a copy of the complete insurance policy.
- 3) Approval of Insurance by County shall not relieve or decrease the extent to which Grantee may be held responsible for payment of damages. Further, County's act of acceptance of an insurance policy does not waive or relieve Grantee's obligations to provide the insurance required by the specific written provisions of this Easement Agreement.
- G. <u>Effect of Failure or Refusal</u>: If Grantee fails or refuses to procure or maintain insurance required by this Easement Agreement, or fails or refuses to furnish County with the certifications required by Subparagraph F. above, County shall have the right, at its option, to forthwith terminate the Easement Agreement for cause.
- 11. Repairs. If Grantee's access, maintenance, repair, removal, and/or replacement of the Encroaching Eave will materially adversely affect the future use by the County of the Easement Area, Grantee agrees to give County, through its Central Services Department Director, or designee, 30 days written notice of said construction. At the conclusion of any improvement or construction, Grantee shall return the Easement Area substantially to its condition preceding the construction or improvement.

12. <u>Signs</u>.

- A. <u>County Signs</u>. County shall have the right to post County signs along the Easement Area in conformance with County standards for the protection of the health, safety and welfare of users and adjoining property owners, including, without limitation, the right to post signs for proper precaution in the event of emergencies. All signs of County posted shall be in conformance with any and all signs ordinances of the County of San Luis Obispo, and shall be approved by the Central Services Department Director or designee.
- B. <u>Enforcement</u>. General information and signs may be posted by County along the Easement Area. General information signs may display the rules and regulations.
- 13. <u>Severability</u>. The invalidity of any provision of the Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- 14. <u>Remedies Not Exclusive</u>. The use by either party of any remedy specified herein for the enforcement of the Agreement is not exclusive and shall not deprive the party using such remedy of or limit the application of any other remedy provided by law.
- 15. <u>Law</u>. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of the Agreement shall be determined and governed by the laws of the State of California.
- 16. <u>Venue</u>. San Luis Obispo County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
- 17. <u>Corporate Authority</u>. Any individual executing this Agreement on behalf of Grantee represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf

of Grantee, and that this Agreement is binding upon said Grantee in accordance with its terms.

- 18. <u>Binding on Successors and Assigns.</u> The benefits and burdens of this Agreement will run with the land. Each covenant of either party to this Agreement to do or refrain from doing some act stated in this Agreement is expressly for the benefit of the land of the other party to this Agreement which is described in this Agreement. The successive owners of each of those properties owned by either party are bound by this Agreement for the benefit of the other property. Each covenant runs with both the land owned by or granted to the Grantor and the land owned by or granted to the Grantee and will benefit or be binding on each successive owner, during his, her, or its ownership, of any portion of the land affected by this Agreement and on each person having any interest in it derived through any owner thereof.
- 19. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between County and Grantee relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by County and Grantee. No person shall sign for the County except the Chairperson of the Board of Supervisors. County shall not rely on representations made by or signatures of any other person(s) acting on behalf of Grantee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, County and Grantee have executed this Agreement on the respective date set forth below.

GRANTOR:	GRANTEE:
COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California	
By:Chairperson of the Board of Supervisors	By:
APPROVED BY THE BOARD OF SUPERVISORS	
This day of, 2018	
ATTEST:	
Clerk of the Board of Supervisors	
APPROVED AS TO FORM AND LEGAL EFFECT:	
RITA L. NEAL	
County Counsel	
By: Deputy County Counsel	
Date:	

CLERK'S ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFO	•		
On	20 hefore me		Deputy County Clerk
Recorder, County, who pro subscribed to th his/her authorize	y of San Luis Obispo, State o oved to me on the basis o ne within instrument and a	of California, personally appe f satisfactory evidence to be acknowledged to me that he nis/her signature on the ins	ared the person whose name is e/she executed the same in
I certify under I paragraph is true		the laws of the State of Co	alifornia that the foregoing
WITNESS my har	nd and official seal.	TOMMY GONG , Control Recorder and Ex-Control Execution the Board of Supe	Officio Clerk of
		By: Deputy Co	unty Clerk-Recorder
(SEAL)			

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA) COUNTY OF SAN LUIS OBISPO)	
appearedevidence, to be the person(s) whose nam acknowledged to me that he/she/they execu	, Notary Public, personally, who proved to me on the basis of satisfactory e(s) is/are subscribed to the within instrument and ited the same in his/her/their authorized capacity(ies), instrument the person(s) or the entity upon behalf of ument.
I certify under PENALTY OF PERJURY under paragraph is true and correct.	the laws of the State of California that the foregoing
	WITNESS my hand and official seal.
	Signature
(SEAL)	

EXHIBIT B-1 TO EASEMENT AGREEMENT

SERVIENT TENEMENT LEGAL DESCRIPTION

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

A parcel of land being that portion of Rancho Santa Rosa, San Luis Obispo County, State of California described in the Deed from Union Oil Company of California to Lions Club of Cambria recorded in Volume 698 of Official Records at Page 114 on February 17, 1953 in the office of the County Recorder of San Luis Obispo, said parcel is more particularly described as follows:

Beginning at a concrete monument distant South 23° 24' 53" West, 42.13 feet from Station 47+30.60 on the centerline of County Road #22044 (formerly State Highway Route 1), said point of beginning being in the Southerly line of the County Road right-of-way at the Northerly terminus of the course called "North 21° 27' East, 145.33 feet" in the above mentioned deed; thence from said point of beginning South 45° 31' 15" West, 163.30 feet to a point in the Northerly line of the presently existing (1973) State Highway right-of-way line. The preceding course is identical to that course recited in Resolution #68-456 by the County Board of Supervisors in which Cambria Lions Club grants a parcel of land to County of San Luis Obispo. Thence continuing along said State Highway right-of-way line North 44° 28' 45" West, 141.00 feet to a point; thence leaving said right-of-way line and running at right angles thereto N 45° 31' 15" East, to its inter-section with said Southerly right-of-way line of County Road #22044; thence running Southeasterly to the point of beginning.

APN: 022-251-020

EXHIBIT B-2 TO EASEMENT AGREEMENT

EASEMENT AREA LEGAL DESCRIPTION

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

A portion of the Rancho Santa Rosa in the County of San Luis Obispo, State of California described in the deed to the County of San Luis Obispo recorded June 28, 1973 in Volume 1731 of Official Records at Page 959 in the Recorder's Office of said County being more particularly described as follows:

A strip of land 5.00 feet in width being parallel with and measured at right angles to the northwest line of the parcel described in said deed and lying southeasterly of said northwest line.

Portion of APN: 022-251-020



EXHIBIT B-3 TO EASEMENT AGREEMENT

DOMINANT TENEMENT LEGAL DESCRIPTION

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

Parcel 1:

That portion of the Rancho Santa Rosa, in the County of San Luis Obispo, State of California described as follows:

Beginning at the most westerly corner of that parcel of land conveyed to the County of San Luis Obispo by deed filed in book 1731, page 961 of Official Records in the office of the County Recorder of said County; thence north 42° 44′ 36″ east along the northwesterly line of the land described in deed to the County of San Luis Obispo to the north corner thereof, also being a point on the southerly right of way line of California State Highway No. 1 as said southerly line was described in the deed to the State of California recorded July 27, 1932 in book 125, page 438 of Official Records; thence along said right of way line north 51° 04′ 20″ west, 60.45 feet to an iron pipe tagged R.C.E. 23571; thence south 42° 45′ 43″ west, 149.32 feet to an iron pipe tagged R.C.E. 23571 set in the northwest right of way line of State Route 1 described in the deed to the State of California recorded January 18, 1961 in book 1103, page 357 of Official Records; thence south 47° 15′ 24″ east, 60.36 feet along said State highway right of way line to the point of beginning.

Parcel 2:

That portion of the Rancho Santa Rosa, in the County of San Luis Obispo, State of California, described as follows:

A strip of land 5' wide lying immediately adjacent and contiguous to Parcel 1 above, along the entire northwesterly boundary of sand Parcel 1.

Legal description for Parcels 1 and 2 is made pursuant to that certain Certificate of Compliance recorded June 05, 2017 as Instrument No. 2017-24317 of Official Records.

APN: 022-251-019

ENCROACHING EAVE AND EASEMENT AREA

