

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Planning and Building		(2) MEETING DATE May 9, 2006		(3) CONTACT/PHONE Stephanie Fuhs (805) 781-5721	
(4) SUBJECT Submittal of a resolution approving an Agreement for Mitigations for Lot Line Adjustment COAL 05-0049 with Mary Anderson, Trustee of the Anderson Family Children's Trust/D.G. Chris Investment Company Trust, Supervisorial District #5					
(5) SUMMARY OF REQUEST Request the Board of Supervisors adopt the resolution accepting the Agreement for Mitigations for Lot Line Adjustment COAL 05-0049 with Mary Anderson, Trustee of the Anderson Family Children's Trust/D.G. Chris Investment Company Trust. The project is located at 6460 Cressey Street, adjacent to the community of Creston. The site is in the El Pomar planning area.					
(6) RECOMMENDED ACTION Adopt the resolution approving and accepting the Agreement for Mitigations for Lot Line Adjustment COAL 05-0049 with Mary Anderson, Trustee of the Anderson Family Children's Trust/D.G. Chris Investment Company Trust.					
(7) FUNDING SOURCE(S) Current Budget		(8) CURRENT YEAR COST n/a		(9) ANNUAL COST n/a	
(10) BUDGETED? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): County Counsel, County Public Works Department					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) SUPERVISOR DISTRICT(S) <input type="checkbox"/> 1st, <input type="checkbox"/> 2nd, <input type="checkbox"/> 3rd, <input type="checkbox"/> 4th, <input checked="" type="checkbox"/> 5th, <input type="checkbox"/> All			(14) LOCATION MAP <input checked="" type="checkbox"/> Attached <input type="checkbox"/> N/A		(15) Maddy Act Appointments Signed-off by Clerk of the Board
(16) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(17) EXECUTED DOCUMENTS <input checked="" type="checkbox"/> Resolutions (Orig + 4 copies) <input type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(18) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(19) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		
(20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR) _____			(21) W-9 <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		(22) Agenda Item History <input checked="" type="checkbox"/> N/A Date _____
(23) ADMINISTRATIVE OFFICE REVIEW <p align="center"><i>OK Leslie Brown</i></p>					

*B-7
5-9-06*



SAN LUIS OBISPO COUNTY
DEPARTMENT OF PLANNING AND BUILDING

VICTOR HOLANDA, AICP
DIRECTOR

TO: BOARD OF SUPERVISORS

FROM: STEPHANIE FUHS, CURRENT PLANNING

VIA: WARREN HOAG, DIVISION MANAGER, CURRENT PLANNING *WH*

DATE: MAY 9, 2006

SUBJECT: SUBMITTAL OF A RESOLUTION APPROVING AN AGREEMENT FOR MITIGATIONS FOR LOT LINE ADJUSTMENT COAL 05-0049 WITH MARY ANDERSON, TRUSTEE OF THE ANDERSON FAMILY CHILDREN'S TRUST/D.G. CHRIS INVESTMENT COMPANY TRUST, SUPERVISORIAL DISTRICT #5

RECOMMENDATION

Adopt the resolution approving and accepting the Agreement for Mitigations for Lot Line Adjustment COAL 05-0049 with Mary Anderson, Trustee of the Anderson Family Children's Trust/D.G. Chris Investment Company Trust.

DISCUSSION

Attached is an agreement for mitigations which was required by conditions of approval for Lot Line Adjustment COAL 05-0049. The mitigation agreement was required in order to protect areas of the project site containing San Joaquin Kit Fox habitat. The San Juan Kit Fox is a federally listed endangered species. The agreement also requires submittal of a colorboard and landscaping plans for future development prior to issuance of construction permits.

The attached proposed mitigation agreement is found to be consistent with the County's general plan.

OTHER AGENCY INVOLVEMENT/IMPACT

County Counsel prepared the agreements and approved the resolutions and documents as to form and legal effect. County Public Works reviewed and approved the legal description of the area subject to the provisions of the mitigation agreement.

FINANCIAL CONSIDERATIONS

None.

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RESULTS

Approving and accepting the agreement for mitigations will require submittal of a colorboard and landscaping plans prior to issuance of construction permits for the site as well as provide mitigation measures to protect federally endangered San Joaquin Kit Fox habitat.

ATTACHMENTS

- Resolution
- Agreement
- Vicinity Map
- Site Plan

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

_____ day _____, 20____

PRESENT: Supervisors

ABSENT:

RESOLUTION NO. _____

**RESOLUTION APPROVING AGREEMENT FOR MITIGATIONS
FOR LOT LINE ADJUSTMENT COAL 05-0049 WITH MARY ANDERSON, TRUSTEE
OF THE ANDERSON FAMILY CHILDREN'S TRUST/D.G. CHRIS INVESTMENT
COMPANY TRUST**

The following Resolution is hereby offered and read:

WHEREAS, the Director of Planning and Building by letter dated May 9, 2006,
20__, has duly recommended that the Board of Supervisors enter into the above-mentioned
agreement.

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

1. That the Agreement for Mitigations for Lot Line Adjustment COAL 05-0049, a copy
of which is attached hereto and incorporated by reference herein as though set forth in full, is hereby
approved by the County of San Luis Obispo and the Chairperson of the Board of Supervisors is
hereby authorized and directed to execute said agreement on behalf of the County of San Luis
Obispo.

B. J.

2. That the County Clerk is hereby authorized and directed to record this resolution and the above agreement in the office of the County Recorder of the County of San Luis Obispo.

Upon motion of Supervisor _____, seconded by Supervisor _____, and on the following roll call votes, to-wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing resolution is hereby adopted.

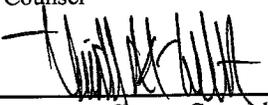
Chairperson of the Board of Supervisors

ATTEST:

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

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: 

Deputy County Counsel

Dated: 4.26.06

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RECORDING REQUESTED BY:

County of San Luis Obispo

AND WHEN RECORDED MAIL TO:

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

APN 043-051-048
043-051-049

AGREEMENT FOR MITIGATIONS FOR LOT LINE ADJUSTMENT COAL 05-0049

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between MARY ANDERSON, TRUSTEE OF THE ANDERSON FAMILY CHILDREN'S TRUST/D.G. CHRIS INVESTMENT COMPANY TRUST, hereinafter referred to as "Owner," and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "County."

WITNESSETH:

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

WHEREAS, Owner has filed an application and a lot line adjustment map requesting approval of Lot Line Adjustment COAL 05-0049; and

ck. title rpt.

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WHEREAS, the California Environmental Quality Act (hereinafter referred to as "CEQA") is applicable to all discretionary projects including approval of lot line adjustments; and

WHEREAS, the initial study conducted by the County's Environmental Coordinator in accordance with CEQA identified some potentially significant effects from the project; and

WHEREAS, Owner's lot line adjustment qualified for a proposed negative declaration from the County's Environmental Coordinator based upon the agreement of the Owner to revise his project in order to mitigate the effects of the project to a point where clearly no significant effects would occur; and

WHEREAS, in order to complete the lot line adjustment, Owner has prepared and submitted for approval by County a parcel map or certificates of compliance for each of the parcels being created by approval of said lot line adjustment; and

WHEREAS, as agreed to by Owner and as a condition of approval of said lot line adjustment and as a condition precedent to the approval of said parcel map or certificates of compliance by County, Owner is required to enter into an agreement with the County to mitigate the effects of the project to a point where clearly no significant effects would occur; and

WHEREAS, by the execution of this agreement by Owner and County, and the subsequent performance of the obligations of this agreement by Owner and his successors in interest, Owner will have satisfied the mitigation requirements of condition 11 of the conditions of approval of the lot line adjustment; and

WHEREAS, Owner has supplied County with a current title company preliminary title report, preliminary subdivision guarantee, or lot book guarantee listing all trust deed

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beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on Owner's Property.

NOW, THEREFORE, in consideration of County approval of a parcel map or certificates of compliance to complete and finalize the above lot line adjustment and the benefits conferred thereby on Owner and Owner's Property, and in further consideration of the mutual promises, covenants and conditions herein contained, the parties hereto agree as follows:

1. Restrictions and mitigations. In order to mitigate the potentially significant effects identified in the initial study for the project, Owner agrees to each of the following restrictions and mitigations:

(a) Color board.

(1) Prior to issuance of a construction permit, the Owner shall submit a color board for review and approval by the Environmental and Resource Management Division of the Department of Planning and Building of the County (hereinafter referred to as the "Environmental Division"). All exterior colors shall be less than 6 in chroma and value meet the following criteria:

(i) Water tank colors shall be dark-green or black;

(ii) Exterior wall colors shall be limited to muted earth tones; and

(iii) Roof colors shall be limited to deep earth tones, deep muted reds, browns and grays.

(2) Prior to final inspection, the Owner shall implement the approved color board.



(b) Landscaping.

(1) Prior to issuance of a construction permit, the Owner shall submit a final landscaping plan for review and approval by the Environmental Division showing the use of native, drought-tolerant vegetation to screen at least fifty percent of all proposed structures, including water tanks, from all viewpoints on State Highway 229 within three (3) years. The plan shall identify the species, size and location of all proposed vegetation and proposed means of irrigation. The plan shall be prepared by a licensed architect, licensed landscape architect, licensed landscape contractor or certified nursery person.

(2) Prior to final inspection, the Owner shall implement the approved landscaping plan.

(3) Prior to final inspection, all lighting fixtures shall be shielded so that neither the lamp nor the related reflector interior surface is visible from State Highway 229. All lighting poles, fixtures, and hoods shall be dark colored. No exterior lighting shall be installed or operated in a manner that would throw light, either reflected or directly, in an upward direction.

(c) Biological resources (San Joaquin kit fox). Future development on each parcel will be required to mitigate impacts to San Joaquin kit fox habitat. The San Joaquin kit fox evaluation for this project, which was completed by Jeff Tupen of Morro Group, Inc. on April 11, 2002, which is on file in the office of the Department of Planning and Building of the County, indicates the project will impact San Joaquin kit fox habitat. Based on review by Bob Stafford of the California Department of Fish and Game, all impacts to kit fox habitat shall be mitigated at a ratio of 1:1 (i.e., one acre conserved for each acre impacted). The mitigation options identified in BR-1 through BR-11 listed below apply to the proposed project only. Should the project change, the



mitigation obligation may also change, and a reevaluation of the mitigation measures would be required.

(1) BR-1. Prior to issuance of a grading or construction permit, the Owner shall submit evidence to the Environmental Division that states that one or a combination of one or more of the following four San Joaquin kit fox mitigation measures (alternatives) has been implemented:

(i) Provide for the protection in perpetuity, through acquisition of a fee interest or an open-space easement, suitable habitat in the kit fox corridor area (e.g., within the San Luis Obispo County kit fox habitat area, northwest of Highway 58), either on-site or offsite, and provide for a non-wasting endowment to provide for management and monitoring of the property in perpetuity. Lands to be conserved shall be subject to the review and approval of the California Department of Fish and Game (hereinafter referred to as the "Department of Fish and Game") and the Environmental Division.

This mitigation alternative (i) requires that all aspects of this program must be in place before County permit issuance or initiation of any ground disturbing activities.

(ii) Deposit funds into an approved in-lieu fee program, which would provide for the protection in perpetuity of suitable habitat in the kit fox corridor area within San Luis Obispo County, and provide for a non-wasting endowment for management and monitoring of the property in perpetuity.

This mitigation alternative (ii) can be completed by providing funds to The Nature Conservancy pursuant to the Voluntary Fee-Based Compensatory Mitigation Program (Program). The Program was established in an agreement between the Department of Fish and Game and The Nature Conservancy to preserve San



Joaquin kit fox habitat, and to provide a voluntary mitigation alternative to project proponents who must mitigate the impacts of projects in accordance with the California Environmental Quality Act. The fee, payable to "The Nature Conservancy," would be based on the total area of disturbance from project activities multiplied by \$2,500.00 per acre. This fee must be paid after the Department of Fish and Game provides written notification to Owner about available mitigation options and prior to County permit issuance and initiation of any ground disturbing activities.

(iii) Purchase credits in a Department of Fish and Game-approved conservation bank, which would provide for the protection in perpetuity of suitable habitat in the kit fox corridor area and provide for a non-wasting endowment for management and monitoring of the property in perpetuity.

At this time, there is no approved conservation bank that is operational in San Luis Obispo County. A conservation bank is expected to be operational in the near future. This mitigation alternative (iii) may not be utilized until after an approved conservation bank becomes operational in the County. If operational, a purchase of credits must be completed prior to County permit issuance and initiation of any ground disturbing activities.

(iv) If none of the above mitigation alternatives (i, ii, or iii) are available, the Owner may enter into a Mitigation Agreement with the Department of Fish and Game, including depositing of funds into an escrow account (or other means of securing funds acceptable to the Department of Fish and Game) which would ensure the protection in perpetuity of suitable habitat in the kit fox corridor area and provide for a non-wasting endowment for management and monitoring in perpetuity. The Department of Fish and Game can provide a draft agreement for review by Owner. An



approved and executed Mitigation Agreement shall be submitted to the County prior to County permit issuance and initiation of any ground disturbing activities.

(2) BR-2. Prior to issuance of a grading or construction permit or conducting any grading associated with parcel map/certificate of compliance recordation, the Owner shall hire a qualified biologist acceptable to the Environmental Division. The retained biologist shall perform the following monitoring activities:

(i) Prior to issuance of a grading or construction permit and within thirty (30) days prior to initiation of site disturbance and/or construction, the biologist shall conduct a pre-activity (i.e., pre-construction) survey for known or potential San Joaquin kit fox (hereinafter referred to as "kit fox") dens and shall submit a letter to the Environmental Division reporting the date the survey was conducted, the survey protocol, survey results, and what measures are necessary (and need to be completed), as applicable, to address any kit fox activity within the project limits.

(ii) The qualified biologist shall conduct weekly site visits during site-disturbance activities (i.e., grading, disking, excavation, stock piling of dirt or gravel, etc.) that proceed longer than fourteen days, for the purpose of monitoring compliance with required Mitigation Measures BR-3 through BR-11. Site-disturbance activities lasting up to fourteen days do not require weekly monitoring by the biologist unless observations of kit fox or their dens are made on-site or the qualified biologist recommends monitoring for some other reason (see BR-2-c3). When weekly monitoring is required, the biologist shall submit weekly monitoring reports to the County.

(iii) Prior to or during project activities, if any observations are made of San Joaquin kit fox, or any known or potential San Joaquin kit fox dens are discovered within the project limits, the qualified biologist shall re-assess the probability

of incidental take (e.g., harm or death) to kit fox. At the time the den is discovered, the qualified biologist shall contact the U.S. Fish and Wildlife Service and the Department of Fish and Game for guidance on possible additional kit fox protection measures to implement and whether or not a federal and/or state incidental take permit is needed. If a potential den is encountered during construction, all work shall stop until such time the U.S. Fish and Wildlife Service and the Department of Fish and Game determine that it is appropriate to resume work.

(3) If incidental take of kit fox during project activities is possible, before project activities commence, the Owner must consult with the U.S. Fish and Wildlife Service and the Department of Fish and Game. The results of this consultation may require the Owner to obtain a federal and/or state permit for incidental take during project activities. The Owner should be aware that the presence of kit foxes or known or potential kit fox dens at the project site could result in further delays of project activities.

In addition, the qualified biologist shall require and Owner shall implement all of the following mitigation measures:

(i) Within thirty days prior to initiation of site disturbance or construction, fenced exclusion zones shall be established around all known and potential kit fox dens. Exclusion zone fencing shall consist of either large flagged stakes connected by rope or cord, or survey laths or wooden stakes prominently flagged with survey ribbon. Each exclusion zone shall be roughly circular in configuration with a radius of the following distance measured outward from the den or burrow entrances:

- Potential kit fox den: 50 feet
- Known or active kit fox den: 100 feet
- Kit fox pupping den: 150 feet



(ii) All foot and vehicle traffic, as well as all construction activities, including storage of supplies and equipment, shall remain outside of exclusion zones. Exclusion zones shall be maintained until all project-related disturbances have been terminated, and then shall be removed.

(iii) If kit foxes or known or potential kit fox dens are found onsite, daily monitoring during ground disturbing activities shall be required by a qualified biologist.

(4) BR-3. Prior to the issuance of a grading or construction permit, or approval of any improvement plans related to parcel map/certificate of compliance recordation, the Owner shall clearly delineate as a note on the project plans, that: "Speed signs of 25 miles per hour maximum (or lower) shall be posted for all construction traffic, to minimize the probability of road mortality of the San Joaquin kit fox." All such speed limit signs shall be posted by Owner on the project site within thirty days prior to initiation of site disturbance or construction. In addition, prior to permit issuance and initiation of any ground disturbing activities or any grading associated with parcel map/certificate of compliance recordation, the requirements of conditions BR-3 through BR-11, inclusive, of the Developer's Statement/Conditions of Approval (on file with the Department of Planning and Building) shall be clearly delineated on project plans.

(5) BR-4. During the site disturbance and/or construction phase, grading and construction activities after dusk shall be prohibited unless coordinated through the Environmental Division, during which additional kit fox mitigation measures may be required.



(6) BR-5. Prior to issuance of a grading or construction permit, and within thirty days prior to initiation of site disturbance and/or construction, all personnel associated with the project shall attend a worker education training program, conducted by qualified biologist, to avoid or reduce impacts on sensitive biological resources (i.e., San Joaquin kit fox). At a minimum, as the program relates to the kit fox, the training shall include the kit fox's life history, all mitigation measures specified by the County, as well as any related biological report(s) prepared for the project. The Owner shall notify the County shortly prior to this meeting. A kit fox fact sheet shall also be developed and distributed to all contractors, employers, and other personnel involved with the construction of the project.

(7) BR-6. During the site disturbance and/or construction phase, to prevent entrapment of the San Joaquin kit fox, all excavation, steep-walled holes or trenches in excess of two feet in depth shall be covered at the close of each working day by plywood or similar materials, or provided with one or more escape ramps constructed of earth fill or wooden planks. Trenches shall also be inspected for entrapped kit fox each morning prior to onset of field activities and immediately prior to covering with plywood at the end of each working day. Before such holes or trenches are filled, they shall be thoroughly inspected for entrapped kit fox. Any kit fox so discovered shall be allowed to escape before field activities resume, or removed from the trench or hole by a qualified biologist and allowed to escape unimpeded.

(8) BR-7. During the site disturbance and/or construction phase, any pipes, culverts, or similar structures with a diameter of four inches or greater, that are stored overnight at the project site, shall be thoroughly inspected for trapped San Joaquin kit foxes before the subject pipe is subsequently buried, capped, or otherwise used or moved in any way. If during the construction phase a kit fox is discovered

inside a pipe, that section of pipe will not be moved, or if necessary, be moved only once to remove it from the path of activity, until the kit fox has escaped.

(9) BR-8. During the site disturbance and/or construction phase, all food-related trash items such as wrappers, cans, bottles, and food scraps generated shall be disposed of in closed containers only and regularly removed from the site. Food items may attract San Joaquin kit foxes onto the project site, consequently exposing such animals to increased risk of injury or mortality. No deliberate feeding of wildlife shall be allowed.

(10) BR-9. Prior to, during, and after the site disturbance and/or construction phase, use of pesticides or herbicides shall be in compliance with all local, state and federal regulations. This is necessary to minimize the probability of primary or secondary poisoning of endangered species utilizing adjacent habitats, and the depletion of prey upon which San Joaquin kit foxes depend.

(11) BR-10. During the site disturbance and/or construction phase, any contractor or employee that inadvertently kills or injures a San Joaquin kit fox or who finds any such animal either dead, injured, or entrapped shall be required to report the incident immediately to the Owner and County. In the event that such observations are made of injured or dead kit fox, the Owner shall immediately notify the U.S. Fish and Wildlife Service and the Department of Fish and Game by telephone. In addition, formal notification shall be provided in writing within three working days of the finding of any such animal(s). Notification shall include the date, time, location and circumstances of the incident. Any threatened or endangered species found dead or injured shall be turned over immediately to the Department of Fish and Game for care, analysis, or disposition.

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(12) BR-11. Prior to final inspection or occupancy, whichever occurs first, should any long internal or perimeter fencing be installed, the Owner shall do the following to provide for kit fox passage:

(i) If a wire strand/pole design is used, the lowest strand shall be no closer to the ground than 12 inches; and

(ii) If a more solid wire mesh fence is used, 8 inch x 12 inch openings near the ground shall be provided every 100 yards.

Upon fence installation, the Owner shall notify the Environmental Division to verify proper installation. Any fencing constructed after final inspection or occupancy shall follow the above guidelines.

(d) Leach field locations. Prior to the issuance of building permits, the Owner shall submit to the County Environmental Health Division the results of soil boring and percolation tests in the proposed leach field location showing adequate slope, percolation rates, and depth to bedrock, or plans for an engineered system.

2. Indemnification. The Owner shall defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments, or liability occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out of this agreement, including, but not limited to, those predicated upon theories of violation of statute, ordinance or regulation, violation of civil rights, inverse condemnation, equitable relief, or any wrongful act or any negligent act or omission to act on the part of the Owner or of agents, employees, or independent contractors directly responsible to the Owner; providing further that the foregoing obligation to defend, indemnify, and save harmless shall apply to any wrongful acts, or any passively negligent acts or omissions to act, committed jointly or concurrently by the Owner, the

Owner's agents, employees, or independent contractors and the County, its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Owner to indemnify the County against any responsibility or liability in contravention of Section 2782 of the Civil Code.

3. Binding on successors in interest. This agreement shall be deemed an equitable servitude and a covenant running with the land described herein and shall be binding on the parties hereto and their heirs, assigns, and successors in interest. Any conveyance, transfer, or sale made by Owner of said property or any portion thereof shall be deemed to incorporate by reference, and be subject to, each of the provisions of this agreement.

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

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

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

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

8. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows: Director of Planning and Building, County of San Luis Obispo, County Government Center, Room 310, San Luis Obispo, California 93408. Notices required to be given to the Owner shall be addressed as follows: Mary Anderson, Trustee, Post Office Box 187, Creston, California 93422-0187.

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

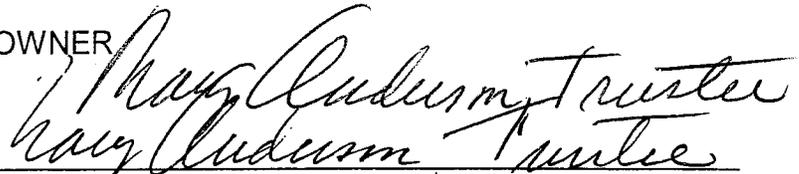
9. Owner not agent of County. Neither Owner nor any of Owner's agents or contractors are or shall be considered to be agents of County in connection with the performance of Owner's obligations under this agreement.

10. Entire agreement and modifications. This agreement sets forth the full and entire understanding of the parties regarding the matter set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding such matters are hereby superseded or terminated in their entirety. No changes, amendments, or alterations to the provisions of this agreement shall be effective unless in writing and executed by the parties hereto or their assigns and successors in interest.

11. Agreement to be recorded. Owner and County intend and consent to the recordation of this agreement in the office of the County Recorder of the County of San Luis Obispo, and such recordation of this agreement shall serve as constructive notice of the obligations contained herein to be performed by the Owner and the successors in interest to all or any portion of Owner's Property.

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

OWNER



MARY ANDERSON, TRUSTEE OF THE ANDERSON
FAMILY CHILDREN'S TRUST/D.G. CHRIS
INVESTMENT COMPANY TRUST

COUNTY OF SAN LUIS OBISPO

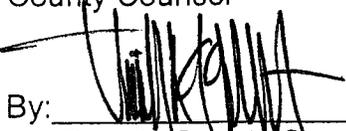
By: _____
Chairman of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: 
Deputy County Counsel

Dated: 4.26.06



APPROVED AS TO CONTENT:

VICTOR HOLANDA, AICP
Director of Planning and Building

By: *Victor Holanda*
Dated: 4.26.06

LEGAL DESCRIPTION APPROVED AS TO FORM:

GLEN L. PRIDDY
County Surveyor

By: *G. L. Priddy*
Dated: 4/26/06



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

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

On _____, before me, _____,
Deputy County Clerk-Recorder, County of San Luis Obispo, State of California,
personally appeared _____,
personally known to me to be the person whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her
authorized capacity, and that by his/her signature on the instrument the person or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

JULIE RODEWALD, County Clerk-Recorder
and Ex-Officio Clerk of the
Board of Supervisors, County of
San Luis Obispo, State of California

By: _____
Deputy County Clerk-Recorder

[SEAL]



SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT BY BECOMING SUBJECT TO THE TERMS, COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE FOREGOING AGREEMENT FOR MITIGATIONS FOR LOT LINE ADJUSTMENT COAL 05-0049. (THIS NOTICE REQUIRED BY CALIFORNIA CIVIL CODE SECTION 2953.3.)

The undersigned, beneficiary under that certain Deed of Trust recorded August 16, 2005, as Document No. 2005-068001, of the Official Records in the office of the County Recorder in the County of San Luis Obispo, State of California, does hereby join in, and consent to, each and all of the terms and provisions of the within Agreement For Mitigations For Lot Line Adjustment COAL 05-0049, and does hereby subordinate its interests to the entire effect of this amendment.

Dated: April 4th 2006.

BENEFICIARY

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

By: 
its Robert Tompkins, Vice Pres.

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



State of Texas

SS

County of Harris

On April 4th, 2006, before me, Leticia M. Turner, personally appeared Robert Tompkins of the County of ~~San Luis Obispo~~ ^{HARRIS}, 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.



Leticia M. Turner
Signature

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EXHIBIT "A"
PARCEL 1
COAL 05-0049

That portion of Lot 17 of the Vachell Tract, in the County of San Luis Obispo, State of California, according to map of said subdivision recorded February 23, 1893 in Book A, Page 74 of Maps, said portion being more particularly described as follows:

Beginning at the ½" rebar with tag LS 5145 set at the Southeast corner of Parcel 1 per COAL 00-0277 as shown on the map recorded in Book 81 at Page 59 of Records of Surveys, in the office of the County Recorder of said County and State, thence along the Southeasterly line of said Lot 17 of the Vachell Tract N61°21'04"E 882.47 feet; thence leaving said Southeasterly line Northwesterly along the centerline of an existing gravel road the following courses:

N27°07'47"W 70.64 feet to the beginning of a curve;
along the arc of a tangent curve to the right having a radius of 150.00 feet through a central angle of 27°46'47" with an arc length of 72.73 feet;
N00°39'01"E 249.74 feet to the beginning of a curve;
along the arc of a tangent curve to the left having a radius of 150.00 feet through a central angle of 86°28'59" with an arc length of 226.41 feet;
N85°49'58"W 118.38 feet to the beginning of a curve;
along the arc of a tangent curve to the right having a radius of 750.00 feet through a central angle of 26°04'11" with an arc length of 341.25 feet;
N59°45'47"W 26.51 feet to the beginning of a curve;
along the arc of a tangent curve to the right having a radius of 300.00 feet through a central angle of 07°44'24" with an arc length of 40.53 feet;
N52°01'23"W 413.33 feet to the beginning of a curve;
along the arc of a tangent curve to the right having a radius of 65.00 feet through a central angle of 80°10'24" with an arc length of 90.95 feet;
N28°09'00"E 90.40 feet to the beginning of a curve;
along the arc of a tangent curve to the left having a radius of 65.00 feet through a central angle of 47°27'15" with an arc length of 53.84 feet;
and N19°18'15"W 34.59 feet; thence leaving said gravel road S64°54'59"W 1374.55 feet to the ½" rebar with tag LS 5145 set between points designated V160 and V159 per said map of the Vachell Tract being on the Easterly line of said Parcel 1 per COAL 00-0277; thence Southeasterly along said Easterly line the following courses:

B-17
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S53°15'17"E 381.09 feet;
S38°59'28"E 553.45 feet;
N79°54'31"E 281.99 feet;
S86°15'09"E 284.14 feet; and
S32°06'11"E 463.36 feet to the Point of Beginning.

PARCEL 2
COAL 05-0049

Those portions of Lot 16 and Lot 17 of the Vachell Tract, in the County of San Luis Obispo, State of California, according to map of said subdivision recorded February 23, 1893 in Book A, Page 74 of Maps, said portions being more particularly described as follows:

Commencing at the ½" rebar with tag LS 5145 set at the Southeast corner of Parcel 1 per COAL 00-0277 as shown on the map recorded in Book 81 at Page 59 of Records of Surveys, in the office of the County Recorder of said County and State, thence along the Southeasterly line of said Lot 17 of the Vachell Tract N61°21'04"E 882.47 feet to the **True Point of Beginning**; thence leaving said Southeasterly line Northwesterly along the centerline of an existing gravel road the following courses:
N27°07'47"W 70.64 feet to the beginning of a curve;
along the arc of a tangent curve to the right having a radius of 150.00 feet through a central angle of 27°46'47" with an arc length of 72.73 feet;
N00°39'01"E 249.74 feet to the beginning of a curve;
along the arc of a tangent curve to the left having a radius of 150.00 feet through a central angle of 86°28'59" with an arc length of 226.41 feet;
N85°49'58"W 118.38 feet to the beginning of a curve;
along the arc of a tangent curve to the right having a radius of 750.00 feet through a central angle of 26°04'11" with an arc length of 341.25 feet;
N59°45'47"W 26.51 feet to the beginning of a curve;
along the arc of a tangent curve to the right having a radius of 300.00 feet through a central angle of 07°44'24" with an arc length of 40.53 feet;
N52°01'23"W 413.33 feet to the beginning of a curve;
along the arc of a tangent curve to the right having a radius of 65.00 feet through a central angle of 80°10'24" with an arc length of 90.95 feet;
N28°09'00"E 90.40 feet to the beginning of a curve;
along the arc of a tangent curve to the left having a radius of 65.00 feet through a central angle of 47°27'15" with an arc length of 53.84 feet;
and N19°18'15"W 34.59 feet; thence leaving said gravel road S64°54'59"W 1374.55 feet to the ½" rebar with tag LS 5145 set between points designated V160 and V159 being on the Easterly line of said Parcel 1 per COAL 00-0277 as shown on the map 81 RS 59; thence Northwesterly along said Easterly line N15°21'24"W 424.97 feet to the Northwest

8-1-27

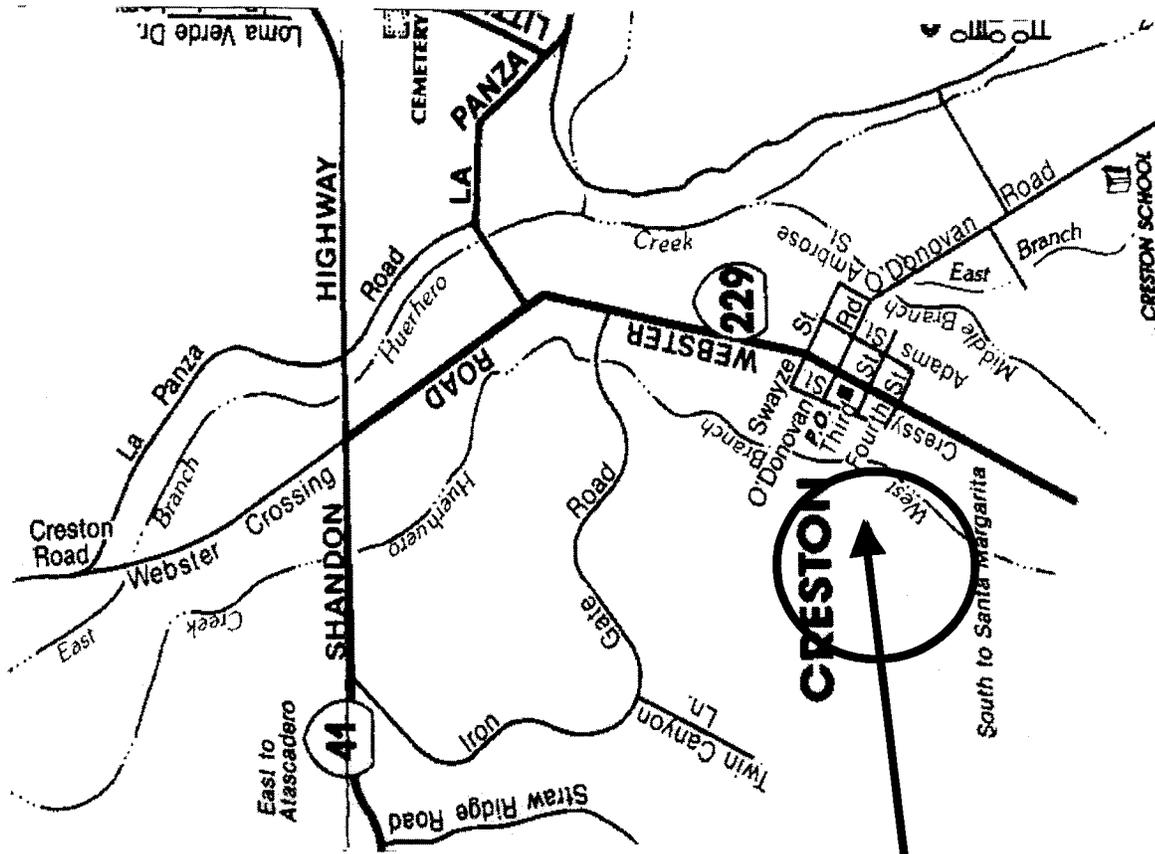
corner of said Lot 17 of the said Vachell Tract; thence Northeasterly along the Northwesterly line thereof N50°59'13"E 1132.93 feet to corner designated V122 per said Vachell Tract being also the Southwest corner of said Lot 16; thence Northerly along the West line thereof N00°24'43"E 622.00 feet to corner designated V123 per said Vachell Tract being also the Northwest corner of said Lot 16; thence Southeasterly along the Northerly line thereof S74°12'29"E 2162.94 feet to corner designated V118 per said Vachell Tract; thence S79°11'06"E 102.39 feet to an angle point in the South line of Lot 16 of Parcel Map COAL 81-234 recorded in Book 31 at Page 53 of Parcel Maps in the Office of the County Recorder of said County and State; thence Southwesterly along said Southerly line S18°12'17"W 576.73 feet to an angle point in said Southerly line of Lot 16 per 31 PM 53; thence Southeasterly along said Southerly line S60°16'05"E 213.73 feet to the Northwest corner of that parcel described in the Certificate of Compliance recorded December 17, 1999 as Document No. 1999-087206 in the office of the County Recorder of said County and State; thence Southwesterly along the Westerly line of said parcel per 1999-087206 S29°24'16"W 518.78 feet to the Southwest corner thereof; thence Southeasterly along the Southerly line thereof S60°35'44"E 330.00 feet to corner designated V171 per said Vachell Tract; thence Southeasterly along the Northerly line of said Lot 17 of the Vachell Tract S58°57'14"E 54.53 feet to corner designated S105 per said Vachell Tract being also the Northeast corner of said Lot 17 of the Vachell Tract; thence Southwesterly along the Southeasterly line of said Lot 17 of the Vachell Tract S61°21'04"W 916.36 feet to the **True Point of Beginning**.


Albert Dan King, LS 5145
(exp. 6/30/07)

4-23-06
Date



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B-28



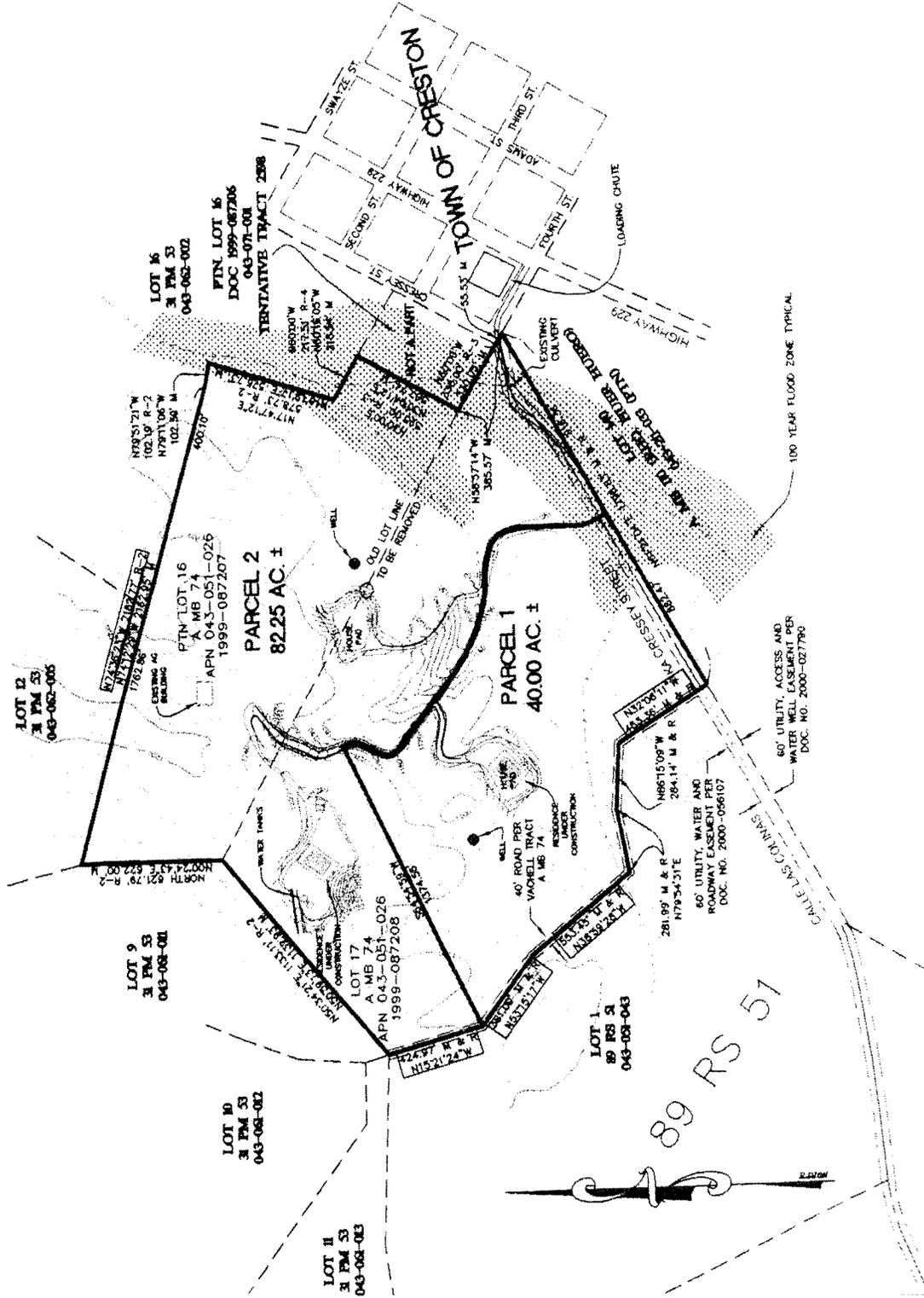
SITE

EXHIBIT
Vicinity Map



PROJECT
Lot Line Adjustment
Anderson SUB2004-00275

258.7
259



EXHIBIT

Site Plan



PROJECT
 Lot Line Adjustment
 Anderson SUB2004-00275

Handwritten signature/initials