

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

| | | | | | |
|--|--|-----------------------------------|---|---|---|
| (1) DEPARTMENT Planning and Building | | (2) MEETING DATE July 18, 2006 | | (3) CONTACT/PHONE Stephanie Fuhs (805) 781-5721 | |
| (4) SUBJECT Submittal of a resolution approving an Agreement Establishing Restrictions and Obligations for Real Property Adjusted by Lot Line Adjustment COAL 04-0470 with Happie L. Lee, Trustee of the Bill V. Lee Trust B, UDT dated February 12, 1988, Supervisorial District #3 | | | | | |
| (5) SUMMARY OF REQUEST Request the Board of Supervisors adopt the resolution accepting the Agreement Establishing Restrictions and Obligations for Real Property Adjusted by Lot Line Adjustment COAL 04-0470 with Happie L. Lee, Trustee of the Bill V. Lee Trust B, UDT dated February 12, 1988. The proposed project is within the Residential Rural land use category and is located at 6119 Lewis Lane, approximately 1 mile west of Highway 227, approximately 2 miles south of the City of San Luis Obispo. The site is in the San Luis Obispo (Edna) planning area. | | | | | |
| (6) RECOMMENDED ACTION Adopt the resolution approving and accepting the Agreement Establishing Restrictions and Obligations for Real Property Adjusted by Lot Line Adjustment COAL 04-0470 with Happie L. Lee, Trustee of the Bill V. Lee Trust B, UDT dated February 12, 1988. | | | | | |
| (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 | | | | | |
| (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 checked="" type="checkbox"/> 3rd, <input type="checkbox"/> 4th, <input 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="right"><i>OK Leslie Bonn</i></p> <p align="right"><i>7-18-06</i> <i>B-28</i></p> | | | | | |



SAN LUIS OBISPO COUNTY
DEPARTMENT OF PLANNING AND BUILDING

VICTOR HOLANDA, AICP
DIRECTOR

TO: BOARD OF SUPERVISORS

FROM: STEPHANIE FUHS, DEVELOPMENT REVIEW

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

DATE: JULY 18, 2006

SUBJECT: SUBMITTAL OF A RESOLUTION APPROVING AN AGREEMENT ESTABLISHING RESTRICTIONS AND OBLIGATIONS FOR REAL PROPERTY ADJUSTED BY LOT LINE ADJUSTMENT COAL 04-0470 WITH HAPPIE L. LEE, TRUSTEE OF THE BILL V. LEE TRUST B, UDT DATED FEBRUARY 12, 1988, SUPERVISORIAL DISTRICT #3

RECOMMENDATION

Adopt the Resolution approving and accepting the Agreement Establishing Restrictions and Obligations for Real Property Adjusted by Lot Line Adjustment COAL 04-0470 with Happie L. Lee, Trustee of the Bill V. Lee Trust B, UDT dated February 12, 1988.

DISCUSSION

Attached is an agreement establishing restrictions and obligations for real property adjusted by Lot Line Adjustment COAL 04-0470. A condition of approval for the Lot Line Adjustment required that agricultural buffers be established, 200 feet along the eastern property line and 225 feet along the southern property line. These buffers are intended to protect future development on the project site from adjacent agricultural operations. The attached agreement fulfills the requirement of the condition.

OTHER AGENCY INVOLVEMENT/IMPACT

County Counsel prepared the resolution and agreement and approved the documents as to form and legal effect.

FINANCIAL CONSIDERATIONS

None.

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RESULTS

Approving and accepting the Agreement Establishing Restrictions and Obligations for Real Property Adjusted by Lot Line Adjustment COAL 04-0470 will establish an agricultural buffer along the southern and eastern property lines of the property to protect future residential development from adjacent agricultural operations.

ATTACHMENTS

Resolution
Vicinity Map
Site Map
Agreement

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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 ESTABLISHING RESTRICTIONS AND
OBLIGATIONS FOR REAL PROPERTY ADJUSTED BY LOT LINE ADJUSTMENT COAL 04-0470
WITH HAPPIE L. LEE, TRUSTEE OF THE BILL V. LEE TRUST B, UDT DATED FEBRUARY 12,
1988**

The following Resolution is hereby offered and read:

WHEREAS, the Director of Planning and Building by letter dated July 18,
2006 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 Establishing Restrictions and Obligations for Real Property
Adjusted by Lot Line Adjustment COAL 04-0470, 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.

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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

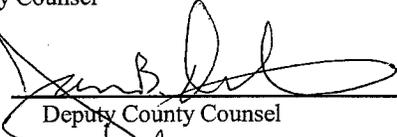
ATTEST:

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:

July 3, 2006

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5/28

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 044-182-001
044-182-003

AGREEMENT ESTABLISHING RESTRICTIONS AND OBLIGATIONS
FOR REAL PROPERTY ADJUSTED BY LOT LINE ADJUSTMENT COAL 04-0470

THIS AGREEMENT is made and entered into this 13 day of February,
2008 by and between HAPPIE L. LEE, TRUSTEE OF THE BILL V. LEE TRUST B,
UDT DATED FEBRUARY 12, 1988, 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 lot line adjustment map
requesting approval of Lot Line Adjustment COAL 04-0470; and

ck. title rpt.

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WHEREAS, Owner agreed in his project description to include the obligations and restrictions set forth below in this agreement as covenants, conditions, and restrictions affecting the use of Owner's Property; 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 recordation of certificates of compliance completing and finalizing said lot line adjustment, Owner is required to enter into an agreement with the County imposing the restrictions and obligations set forth below as an obligation of Owner and the successors in interest of Owner's Property; 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 requirements of condition 11 of the conditions of approval of said lot line adjustment; and

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

NOW, THEREFORE, in consideration of County approval of 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 obligations. The Owner agrees to each of the following restrictions and obligations affecting the use of Owner's Property:

(a) Agricultural compatibility. In order to minimize the potential for significant land use conflicts between future residential development on Owner's

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Property and adjacent agricultural operations, the Owner agrees to establish the agricultural buffer areas which are shown on Exhibit B attached hereto and incorporated by reference herein as though set forth in full. No residential structures shall be constructed or placed within said buffer areas.

(1) A horizontal setback buffer is hereby created two hundred twenty-five (225) feet in width along the entire length of the southeastern property line of Parcel 2 and is hereby created two hundred (200) feet in width along the entire length of the northeastern property lines of Parcels 1 and 2. Provided, however, if the Environmental Coordinator of the County determines, in her sole discretion, that the existing commercial agricultural operations on adjacent parcels has been discontinued for a minimum period of one year, then the agricultural buffer shall no longer be in effect.

(b) Project plans. At the time of application for construction permits on Parcel 1 and Parcel 2, the Owner shall clearly delineate the agricultural buffer areas on the project plans.

(c) Notification and disclosure of agricultural activities. Notification and disclosure shall be given to all prospective buyers of all parcels created by this subdivision of the consequences of existing and potential intensive agricultural operations on adjacent parcels, including but not limited to dust, noise, odors, and agricultural chemicals, and of the County's Right to Farm Ordinance currently in effect at the time the buyer's deed is recorded.

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.

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: Happie Lee, 703 Park View Avenue, Grover Beach, California 93433.

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.

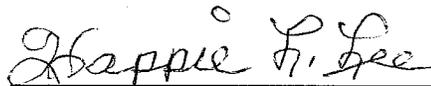
9. Owner not agent of County. Neither Owner nor any of Owner's agents or contractors are or shall be considered to be agents of County in connection with the performance of Owner's obligations under this agreement.

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



HAPPIE L. LEE, TRUSTEE OF THE BILL
V. LEE TRUST B, UDT DATED
FEBRUARY 12, 1988

CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of SAN LUIS OBISPO } ss.

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

Subscribed and sworn to (or affirmed) before me on this

10th day of NOVEMBER, 2005, by

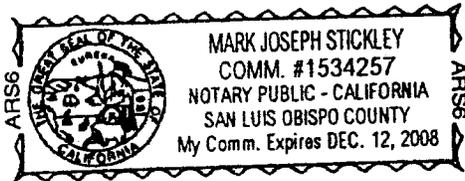
(1) HARRIE LEA LEE
Name of Signer

- Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (✓)

(2) _____
Name of Signer

- Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

[Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Further Description of Any Attached Document

Title or Type of Document: AGMT TO ESTABLISH RESTRICTIONS AND OBLIGATIONS FOR REALTOR

Document Date: 11/10/05 Number of Pages: 6

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

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COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson 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: July 3, 2006

APPROVED AS TO CONTENT:

VICTOR HOLANDA, AICP
Director of Planning and Building

By: 

Dated: 6-26-06

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LEGAL DESCRIPTION APPROVED AS TO FORM:

GLEN L. PRIDDY
County Surveyor

By: *Glen Priddy*

Dated: 11/29/05



[NOTE: This Agreement 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]

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EXHIBIT A
Legal Description

PARCEL ONE

That portion of Lot 54 of the Subdivision of the Rancho Corral De Piedra, Pismo and Bolsa De Chamisal, in the County of San Luis Obispo, State of California, as shown on the Map filed in Book A, Page 65 of Maps in the Office of the County Recorder of said County, described as follows:

Beginning at the most Westerly corner of that certain Grant Deed from Walter F. Lewis, et ux, to Billie V. Lee, et ux, as recorded in Book 1212, Page 59, Official Records of said County in said County Recorder's Office; thence, along the Northwesterly line of said Grant Deed, North 52° 38' 11" East, 1108.96 feet to the most Northerly corner of said Grant Deed; thence, along the Northeasterly line of said Grant Deed, South 36° 51' 40" East, 321.00 feet; thence, leaving said Northeasterly line, South 52° 38' 11" West, 314.62 feet; thence, South 77° 56' 42" West, 423.38 feet; thence, South 52° 38' 11" West, 410.01 feet to a point on the Southwesterly line of said Grant Deed, distant South 36° 51' 40" East, 140.00 feet from the Point of Beginning of this legal description; thence, along said Southwesterly line, North 36° 51' 40" West, 140.00 feet to the Point of Beginning of this legal description

This legal description was prepared by Blake Land Surveys



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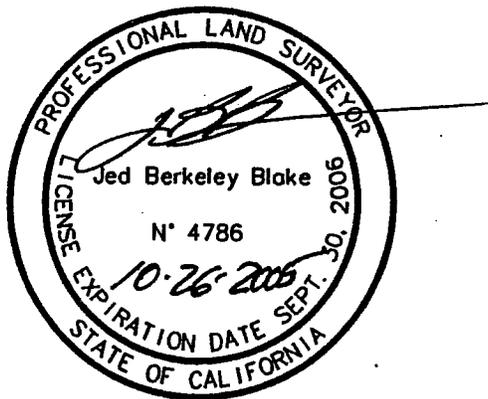
EXHIBIT A
Legal Description

PARCEL TWO

That portion of Lot 54 of the Subdivision of the Rancho Corral De Piedra, Pismo and Bolsa De Chamisal, in the County of San Luis Obispo, State of California, as shown on the Map filed in Book A, Page 65 of Maps in the Office of the County Recorder of said County, described as follows:

Commencing at the most Westerly corner of that certain Grant Deed from Walter F. Lewis, et ux, to Billie V. Lee, et ux, as recorded in Book 1212, Page 59, Official Records of said County in said County Recorder's Office; thence, along the Southwesterly line of said Grant Deed, South 36° 51' 40" East, 140.00 feet to the True Point of Beginning of this legal description; thence, continuing along said Southwesterly line, South 36° 51' 40" East, 351.00 feet to the most Southerly corner of said Grant Deed; thence, along the Southeasterly line of said Grant Deed, North 52° 38' 11" East, 1108.96 feet to the most Easterly corner of said Grant Deed; thence, along the Northeasterly line of said Grant Deed, North 36° 51' 40" West, 170.00 feet; thence, leaving said Northeasterly line, South 52° 38' 11" West, 314.62 feet; thence, South 77° 56' 42" West, 423.38 feet; thence, South 52° 38' 11" West, 410.01 feet to a point on the Southwesterly line of said Grant Deed and the True Point of Beginning of this legal description

This legal description was prepared by Blake Land Surveys



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APN's 044-182-001 & 003
Project No. COAL 04-0470

Exhibit "B"
Map

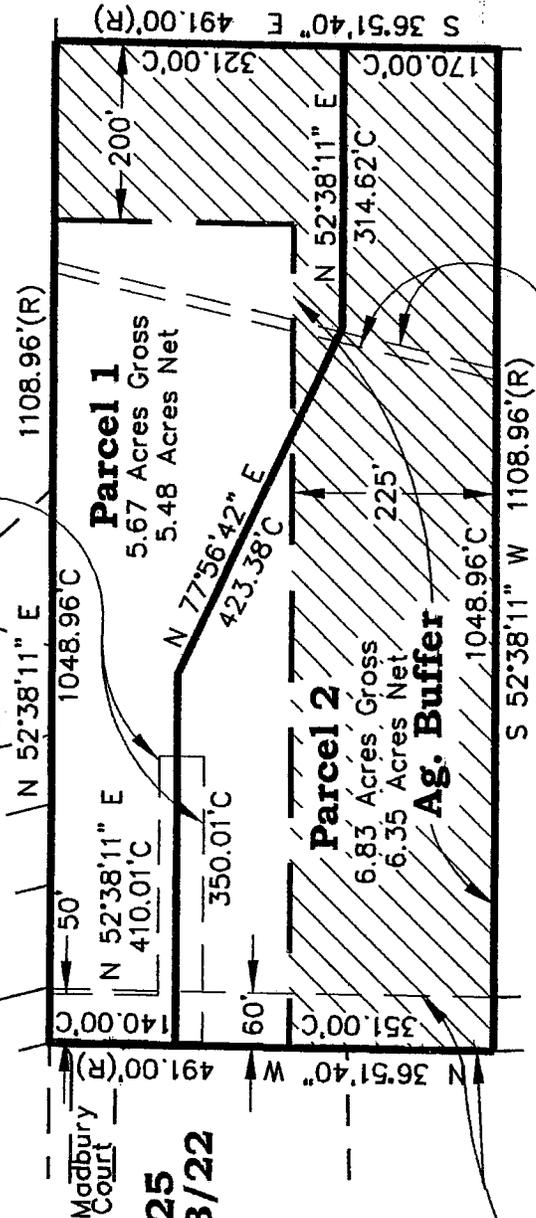
File No. _____

50' Easement to Southern Counties Gas Company of California
for Gas Line Purposes per 1222/OR/382

PM CO-74-59
15/PM/31

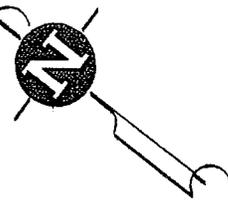


Tr. 137
6/MB/22



Tr. 1625
15/MB/22

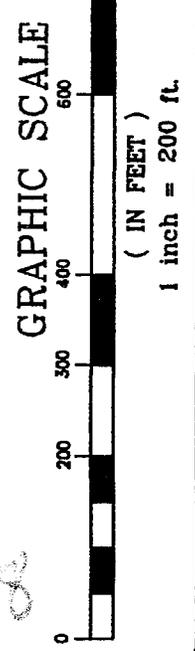
Legend & Notes
(R) denotes Record per 1212/OR/59
C denotes calculated



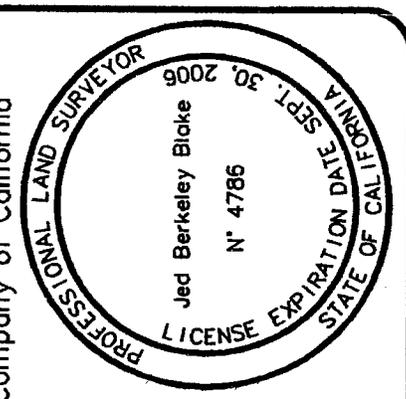
Tr. 486 No. 1
9/MB/43

60' Easement to Walter F. Lewis, et ux, for Road, Utility,
and Drainage Purposes per 1212/OR/59
60' Offer of Dedication to the County of San Luis Obispo
for Public Road Purposes per 1805/OR/177

12' Easement to Southern Counties Gas Company of California
for Gas Line Purposes per 729/OR/514



Blake Land Surveys
250 Industrial Way, Suite "C"
P.O. Box 269, Buellton, CA 93427
tel 805-688-2054
Est. 1980 PLS 4786



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