

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

(1) DEPARTMENT Public Works		(2) MEETING DATE August 1, 2006		(3) CONTACT/PHONE Dan Manion, (805) 781-5275	
(4) SUBJECT The following maps have been received and have satisfied all the conditions of approval that were established in the public hearings on their Tentative Maps: A. CO 04-0606, a proposed subdivision resulting in 5 lots, by People's Self Help Housing, Alegre Avenue, Nipomo. Supervisorial District: 4 1. Reject the Offer of Dedication without prejudice to future acceptance for pedestrian access. 2. Act on the attached Resolution to approve an Agreement for Low-Cost Housing. B. Tract 2368, a proposed subdivision resulting in 26 lots, by Rob Burke, R. Burke Corporation, Angelo P. Morabito and Joan E. Morabito, Trustees of Morabito Living Trust, Angelo P. Morabito and Joan E. Morabito, Individuals and James F. Morabito, Highway 227, south of San Luis Obispo. Supervisorial District: 3 1. Reject the Offer of Dedication without prejudice to future acceptance. 2. Act on the attached Resolution to accept an avigation easement.					
(5) SUMMARY OF REQUEST The above-listed maps have satisfied all the conditions of approval that were established in the public hearings on their Tentative Maps. Your Board is requested to approve the maps and the related listed actions, so that the subdivisions may go forward for recordation.					
(6) RECOMMENDED ACTION We recommend that your Board approve the maps and any related actions listed above.					
(7) FUNDING SOURCE(S) N/A		(8) CURRENT YEAR COST N/A		(9) ANNUAL COST N/A	
(10) BUDGETED? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): Planning & Building, Clerk-Recorder, Local advisory councils – A referred					
(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 checked="" 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 N/A
(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) N/A			(21) W-9 N/A <input type="checkbox"/> No <input type="checkbox"/> Yes		(22) Agenda Item History <input checked="" type="checkbox"/> N/A Date _____
(23) ADMINISTRATIVE OFFICE REVIEW OK Leslie Brown					

B.B.
8-1-06



SAN LUIS OBISPO COUNTY DEPARTMENT OF PUBLIC WORKS

Noel King, Director

County Government Center, Room 207 • San Luis Obispo CA 93408 • (805) 781-5252

Fax (805) 781-1229

email address: pwd@co.slo.ca.us

TO: Board of Supervisors

FROM: Dan Manion, Development Services Division

VIA: Glen L. Priddy, County Surveyor

DATE: August 1, 2006

SUBJECT: Map for Board Action

Recommendation

We recommend that your Honorable Board:

- A. Approve CO 04-0606, a proposed subdivision resulting in 5 lots, by People's Self Help Housing, a California Corporation, Alegre Avenue, Nipomo.
Supervisory District: 4
1. Reject the Offer of Dedication without prejudice to future acceptance for pedestrian access.
 2. Act on the attached Resolution to approve an agreement for Low Cost Housing.
- B. Approve Tract 2368, a proposed subdivision resulting in 26 lots by Rob Burke, R. Burke Corporation, Angelo P. Morabito and Joan E. Morabito, Trustee of Morabito Living Trust, Angelo P. Morabito and Joan E. Morabito, Individuals and James F. Morabito, Highway 227, south of San Luis Obispo.
Supervisory District: 3
1. Reject the Offer of Dedication without prejudice to future acceptance.
 2. Act on the attached Resolution to accept an avigation easement.

Discussion

The above-listed Maps have satisfied all the conditions of approval that were established in the public hearings on their Tentative Maps. The maps were processed by the County Planning Department with input from County Fire, County Public Works, Environmental Health, the Air Pollution Control District, the Sheriff's Department and other affected County Departments as well as California Department of Transportation (Caltrans), and local cities and service districts.

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At a public hearing, the Subdivision Review Board granted tentative approval to the proposed lot line adjustments and parcel maps, and the Planning Commission granted tentative approval to the proposed tract maps. All proposed real property divisions are subject to a number of conditions of approval. Each of these projects' owners have satisfied their conditions.

The Real Property Division Ordinance requires that when the conditions of approval have been met, and when an adequate final or parcel map that is substantially in conformance with the design of the tentative map has been submitted to the County Surveyor, the County Surveyor will transmit the map with his approval and certification to the County Clerk awaiting your Board's approval to record the map. Section 21.06.050 of the County Code requires your Board to approve the map if it is determined to be in conformity with the Real Property Division Ordinance and the Subdivision Map Act. Your Board must also accept or reject any offers of dedication.

Other Agency Involvement/Impact

The Clerk is to hold the maps until your Board approves them. The Clerk also certifies the Board's approval, arranges receipt of the recording fee and after the signatures and seals have been affixed, transmits the maps to the County Recorder. The County Recorder certifies and files the maps and/or resolutions of acceptance as prescribed by the Subdivision Map Act.

Financial Considerations

As there is no acceptance of a road into the County maintained road system, there will be no ongoing cost to the County associated with this action. All costs related to the processing of this item have been paid by the applicant(s).

Results

Approval of the recommended action will allow the subdivision maps to be filed in the office of the County Recorder.

Attachments: Vicinity Maps
 Agreements w/Resolutions

File: CO 04-0606
 Tract 2368

Reference: 06AUG01-C-12

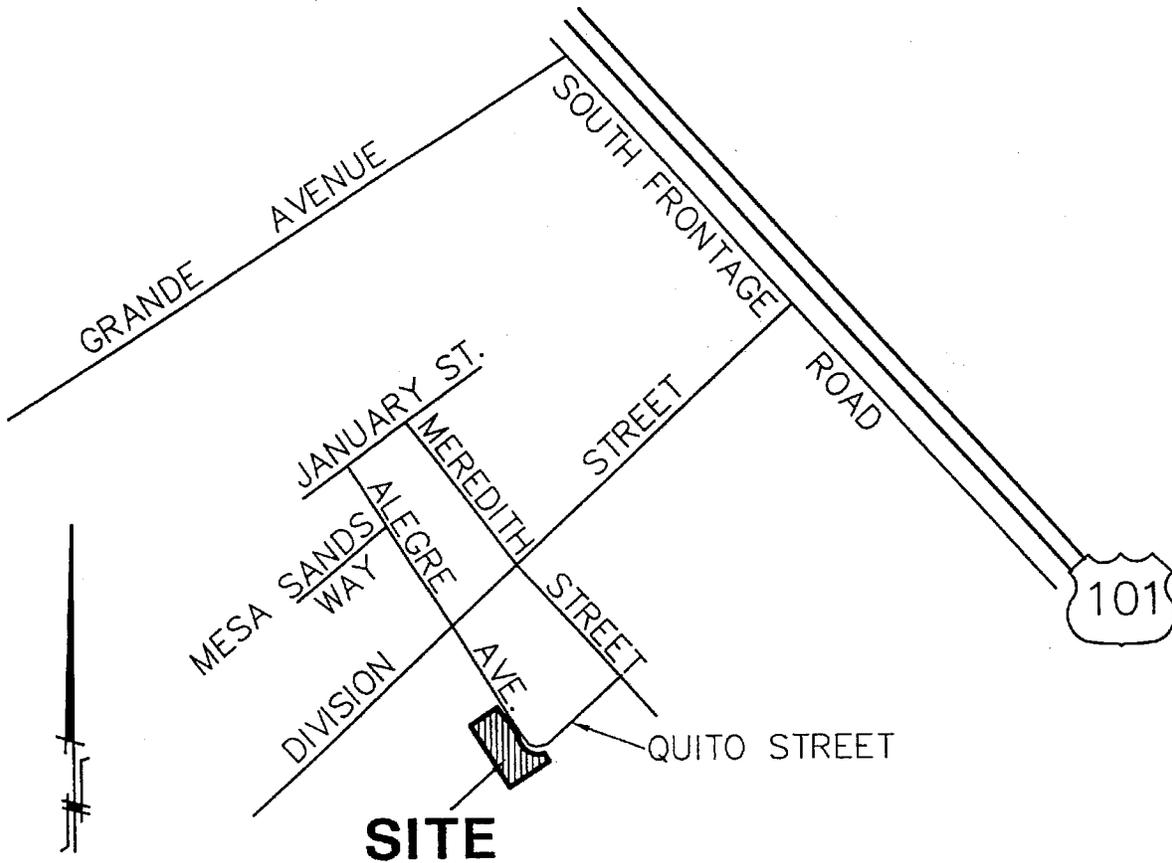
L:\DEVELOP\AUG06\BOS\MAP 8-1-06-BLT.wpd.ind.djm

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ITEM A

CO 04-0606

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SCALE: NONE

FARGEN SURVEYS INC.

2450 PROFESSIONAL PARKWAY, SUITE 210
 SANTA MARIA, CALIFORNIA 93455
 PHONE: 805-934-5727
 DATE: MAY, 2006

JOB: 05108

VMAP.DWG

VICINITY MAP

PARCEL MAP CO 04-0606

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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, California 93408

APN 092-551-026

AGREEMENT TO PROVIDE HOUSING UNITS FOR PERSONS
AND FAMILIES OF VERY LOW OR LOWER INCOME

THIS AGREEMENT is made and entered into this _____ day of _____,
20____, by and between PEOPLES' SELF-HELP HOUSING CORPORATION, a
California corporation, hereinafter referred to as "Subdivider," and the COUNTY OF SAN
LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as
"County."

WITNESSETH:

WHEREAS, Subdivider is record owner of certain real property (hereinafter
referred to as "Subdivider's Property") located in the unincorporated area of the County
of San Luis Obispo, State of California, on which Subdivider proposes to develop a five
(5) unit residential development known as Parcel Map CO 04-0606; and

WHEREAS, Subdivider has prepared a proposed parcel map for Parcel Map CO
04-0606, in the County of San Luis Obispo for approval by County; and

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WHEREAS, as agreed to by Subdivider and as a condition precedent to the approval of said parcel map by County, Subdivider is required by condition 2 of the conditions of approval of the tentative parcel map to enter into an affordable housing agreement with County in compliance with the provisions of Sections 22.12.070 of the San Luis Obispo County Code; and

WHEREAS, by the execution of this agreement by Subdivider and County, and the subsequent performance of the obligations of this agreement by Subdivider, Subdivider will have satisfied said condition of approval of the tentative parcel map.

NOW, THEREFORE, in consideration of County approval of a parcel map for Parcel Map CO 04-0606, and the benefits conferred thereby on Subdivider and Subdivider's Property, and in further consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, the parties hereto agree as follows:

1. Location of the residential units. Subdivider agrees to construct and place the five (5) residential units to be provided and sold pursuant to this agreement within the residential development located on Subdivider's Property. Subdivider shall comply with all applicable County ordinances and regulations including those regulating land use and construction permits.

2. Subdivider to provide affordable units. Within the time period set forth in paragraph 10 below, Subdivider shall construct, provide, and sell all of the five (5) residential units on Subdivider's Property either to persons and families of very low income as defined in section 50105 of the Health and Safety Code of the State of California or to persons and families of lower income as defined in section 50079.5 of the Health and Safety Code of the State of California, the provisions of which are

incorporated by reference herein as though set forth in full. The sales prices of such units shall not exceed the amount determined by the formula set forth in San Luis Obispo County Code Section 22.12.070. The sales prices shall be adjusted for unit size and shall be calculated as of the time that the units are sold.

3. Continued availability of residential units. The residential units provided under this agreement shall be subject to the long-term housing affordability provisions described in San Luis Obispo County Code Section 22.12.070 for a continuous period of thirty (30) years following the date of close of escrow of the sale of each residential unit as required by the provisions of San Luis Obispo County Code Sections 22.12.070D.

4. Maximum residential unit price. Unless exempt under the provisions of San Luis Obispo County Code Section 22.12.070A.4, the residential units to be offered for sale and their maximum sales prices shall be as follows, unless before the time of sale new median income figures for the County as adopted by the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") become effective:

<u>Number of Units</u>	<u>Number of Bedrooms</u>	<u>Maximum Sales Price of Unit</u>
4	3	\$168,116.00
1	4	\$180,560.00

5. Maximum household income levels. The maximum income levels for eligible purchasers (computed as eighty percent of median income for the County) is as follows, unless before the time of sale new median income figures for the County (as adopted by HUD) become effective:

<u>Number of Persons in Family</u>	<u>Maximum Household Income Level</u>
1	\$35,750.00
2	\$40,850.00

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3	\$45,950.00
4	\$51,050.00
5	\$55,150.00
6	\$59,200.00
7	\$63,300.00
8	\$67,400.00

As used in this agreement, the term "household" shall mean the occupants (excluding minors) of each residential unit who contribute to the household income.

6. Certification of eligible purchasers. Subdivider shall certify to the Planning Director of the County the income eligibility of potential purchasers of the affordable units under this agreement and shall submit to the Planning Director a completed and executed "Sales Certification Form," a copy of which is attached hereto as Exhibit B and incorporated by reference herein as though set forth in full. Prior to the close of escrow, such certification of eligible purchasers shall be required to be approved by the Planning Director, or his designee, as meeting the income eligibility requirements set forth in this agreement. Subdivider shall sell said residential units only to certified eligible purchasers approved by the Planning Director or his designee.

7. Purchaser's intent to reside in unit. For each of the residential units sold as affordable under the provisions of this agreement, Subdivider agrees to obtain, prior to the close of each separate escrow, a declaration executed by the purchasers indicating the purchasers' intent to reside in the unit as their sole and principal residence. The form of the declaration, which shall be delivered to and filed with the Planning Director of the County, is attached hereto as Exhibit C and incorporated by reference herein as though set forth in full.

8. Subdivider advertising and best efforts in marketing units. Subdivider agrees to advertise, market and show the affordable residential units, which are the subject of

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this agreement, to potential purchasers and make available to any interested person information and assistance concerning their purchase by persons and families of very low or lower income. In addition, Subdivider shall make best efforts in exploring available alternatives and locating financing for persons eligible to purchase the affordable units, and shall cooperate and take affirmative steps to the fullest extent possible to market, show, advertise, sell and make certain that qualified eligible purchasers can be found for the affordable units.

9. Affordable Housing Agreement, promissory note, and deed of trust. Unless exempt under the provisions of San Luis Obispo County Code Section 22.12.070D, Subdivider agrees, as a condition of the sale of each of the affordable residential units sold under the provisions of this agreement, to have the purchasers of each affordable unit deposit in escrow an executed and acknowledged "Affordable Housing Agreement" with the County, a promissory note, and a second deed of trust, all in a form approved by County Counsel, which comply with all of the provisions of San Luis Obispo County Code Section 22.12.070 and this agreement. The "Affordable Housing Agreement" and second deed of trust shall be recorded at the close of escrow immediately following recordation of the purchasers' grant deed and the first deed of trust.

10. Time for performance. Subdivider shall construct, provide, and sell all five (5) residential units required by this agreement to persons and families of very low or lower income within three (3) years after the date of execution of this agreement. Time is of the essence in carrying out the terms of this agreement. Provided, however, that in the event good cause is shown, the Director of Planning and Building (the "Planning Director") may extend the time for completion and sale of the residential units under this

agreement. The Planning Director shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension.

11. Indemnification. The Subdivider 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 Subdivider or of agents, employees, or independent contractors directly responsible to the Subdivider; providing further that the foregoing obligations 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 Subdivider, the Subdivider'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 Subdivider to indemnify the County against any responsibility or liability in contravention of Section 2782 of the Civil Code.

12. No assignment without consent. Subdivider shall not have the right to assign or transfer this agreement, or any part hereof, without the prior written consent of the County.

13. Binding on successors in interest. All provisions of this agreement shall be considered an equitable servitude and covenants running with the land pursuant to California Civil Code Sections 1460 and 1468, and shall be binding on the parties hereto

and their heirs, assigns and successors in interest. Any conveyance, transfer, or sale made by Subdivider 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.

14. Effect of waiver. County's waiver of the 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.

15. 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.

16. Enforcement of provisions.

(a) In the event of a violation or an attempted violation of any of the terms, covenants, or restrictions of this agreement by Subdivider, the County shall give written notice thereof to Subdivider by United States first class mail.

(b) If such violation or attempted violation is not corrected to the satisfaction of the County within fifteen (15) days after the date such notice is mailed, or within additional time approved by the Director of Planning and Building, the County may, without further prior notice, declare in writing a default under this agreement effective on the date of such declaration of default.

(c) Any such declaration of default may be cause for appropriate action to be taken by the County including, but not limited to, seeking an injunction against any violation or attempted violation of this agreement, requesting judicial appointment of a receiver to take over and operate Subdivider's Property in accordance with the terms,

covenants, and restrictions of this agreement, seeking specific performance of the terms and provisions of this agreement, or seeking such other relief as may be appropriate.

17. 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 hereunder 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.

18. 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: Planning Director, County of San Luis Obispo, County Government Center, Room 300, San Luis Obispo, California 93408. Notices required to be given to Subdivider shall be addressed as follows: Peoples' Self-Help Housing Corporation, 3533 Empleo Street, San Luis Obispo, California 93401.

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.

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

20. 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.

21. Agreement to be recorded. Subdivider and County intend and consent to the recondition 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 Subdivider and the successors in interest to all or any portion of Subdivider's Property.

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

SUBDIVIDER

PEOPLES' SELF-HELP HOUSING CORPORATION,
a California corporation

By: [Signature]
its: Deputy Director

By: [Signature]
its: Ex. Director

COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors

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ACKNOWLEDGMENT

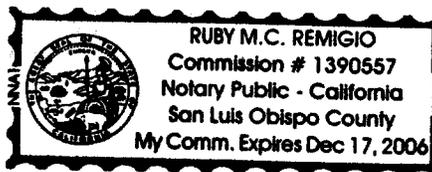
State of California, County of San Luis Obispo

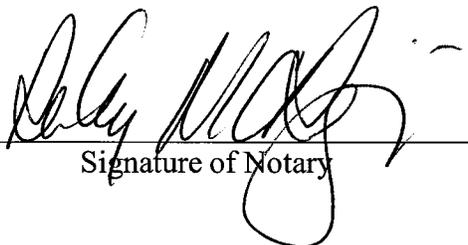
On July 10, 2006, before me, Ruby M.C. Remigio, Notary Public, personally appeared

Scott Smith and Jeanette Duncan

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 person (s) acted, executed the instrument.

WITNESS my hand and official seal.





Signature of Notary

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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 12, 2006

APPROVED AS TO CONTENT:

VICTOR HOLANDA, AICP
Director of Planning and Building

By: 

Dated: 7-12-06

[NOTE: This Agreement to Provide Housing Units for Persons and Families of Very Low or Lower Income 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 L. 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

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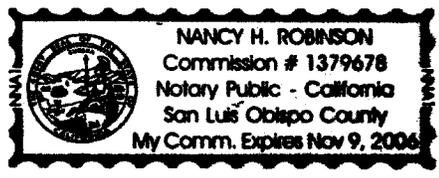
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

On July 12, 2006 before me, Nancy H. Robinson, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Victor Holanda
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person whose name is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity , and that by his/~~her/their~~ signature on the instrument the person , or the entity upon behalf of which the person acted, executed the instrument.



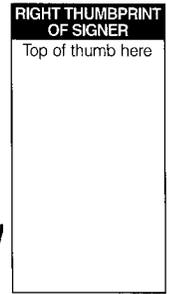
WITNESS my hand and official seal.
Nancy H. Robinson
Signature of Notary Public

OPTIONAL

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

Description of Attached Document
Title or Type of Document: Agreement to Provide Housing Units for Persons and Families of Very Low or Lower Income
Document Date: (To be determined) Number of Pages: 14
Signer(s) Other Than Named Above: Scott Smith, Jeanette Duncan

Capacity(ies) Claimed by Signer
Signer's Name: Victor Holanda
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: Director, Department of Planning & Bldg., County of San Luis Obispo
Signer Is Representing: _____



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EXHIBIT A

Lots 1 through 5, inclusive, of Parcel Map CO 04-0606, in the County of San Luis Obispo, State of California, according to map recorded _____, 20____, in Book _____, Pages _____ through _____ of Parcel Maps, in the Office of the County Recorder of said County.

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EXHIBIT B

SALES CERTIFICATION FORM

Estimated closing date of escrow on sale of unit: _____

1. Name of purchaser: _____

Mailing address: _____

City/State: _____ ZIP: _____

Day phone where purchaser may be reached: area code (____) _____

2. Purchaser's annual gross income: _____

3. Unit being purchased: _____

4. Purchase price: _____

5. Down payment: _____

6. Lending institution: _____

Mailing address: _____

City/State: _____ ZIP: _____

Day phone where lender may be reached: area code (____) _____

7. Interest rate: _____

8. Term of loan (years): _____

9. Monthly loan payment (excluding property taxes): _____

10. Total closing costs: _____

CERTIFICATION OF ACCURACY AND COMPLETENESS: I hereby certify that to the best of my knowledge the information contained herein is true, complete, and correct.

Print name and sign - Subdivider Date

Print name and sign - Purchaser Date

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EXHIBIT C

DECLARATION OF PURCHASER

I, _____, declare as follows:

1. I am purchasing (or am one of the purchasers if more than one person will be on the deed) a dwelling unit referred to as: _____

2. I intend to reside in the unit as my sole and principal residence.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, 20____, at _____, California.

PURCHASER

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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 TO PROVIDE HOUSING UNITS
FOR PERSONS AND FAMILIES OF VERY LOW OR LOWER INCOME
WITH PEOPLES' SELF-HELP HOUSING CORPORATION**

The following resolution is now offered and read:

WHEREAS, the Director of Planning and Building by letter dated _____,
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 to Provide Housing Units for Persons and Families of
Very Low or Lower Income, 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 Chairman of the Board of Supervisors is hereby authorized and
directed to execute said agreement on behalf of the County of San Luis Obispo.
2. That the Clerk of the Board of Supervisors is hereby authorized and directed
to record the above agreement and a certified copy of this resolution 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 vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

Handwritten initials and numbers, possibly "4 2 2".

the foregoing resolution is hereby adopted.

Chairman of the Board of Supervisors

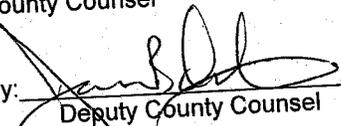
ATTEST:

Clerk of the Board of Supervisors

[SEAL]

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: 
Deputy County Counsel

Dated: July 12, 2006

STATE OF CALIFORNIA,)
)
County of San Luis Obispo,)

ss.

I, _____, County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of San Luis Obispo, State of California, do hereby certify the foregoing to be a full, true and correct copy of an order made by the Board of Supervisors, as the same appears spread upon their minute book.

WITNESS my hand and the seal of said Board of Supervisors, affixed this day of _____, 20__.

County Clerk and Ex-Officio Clerk of the Board of Supervisors

By _____ Deputy Clerk.

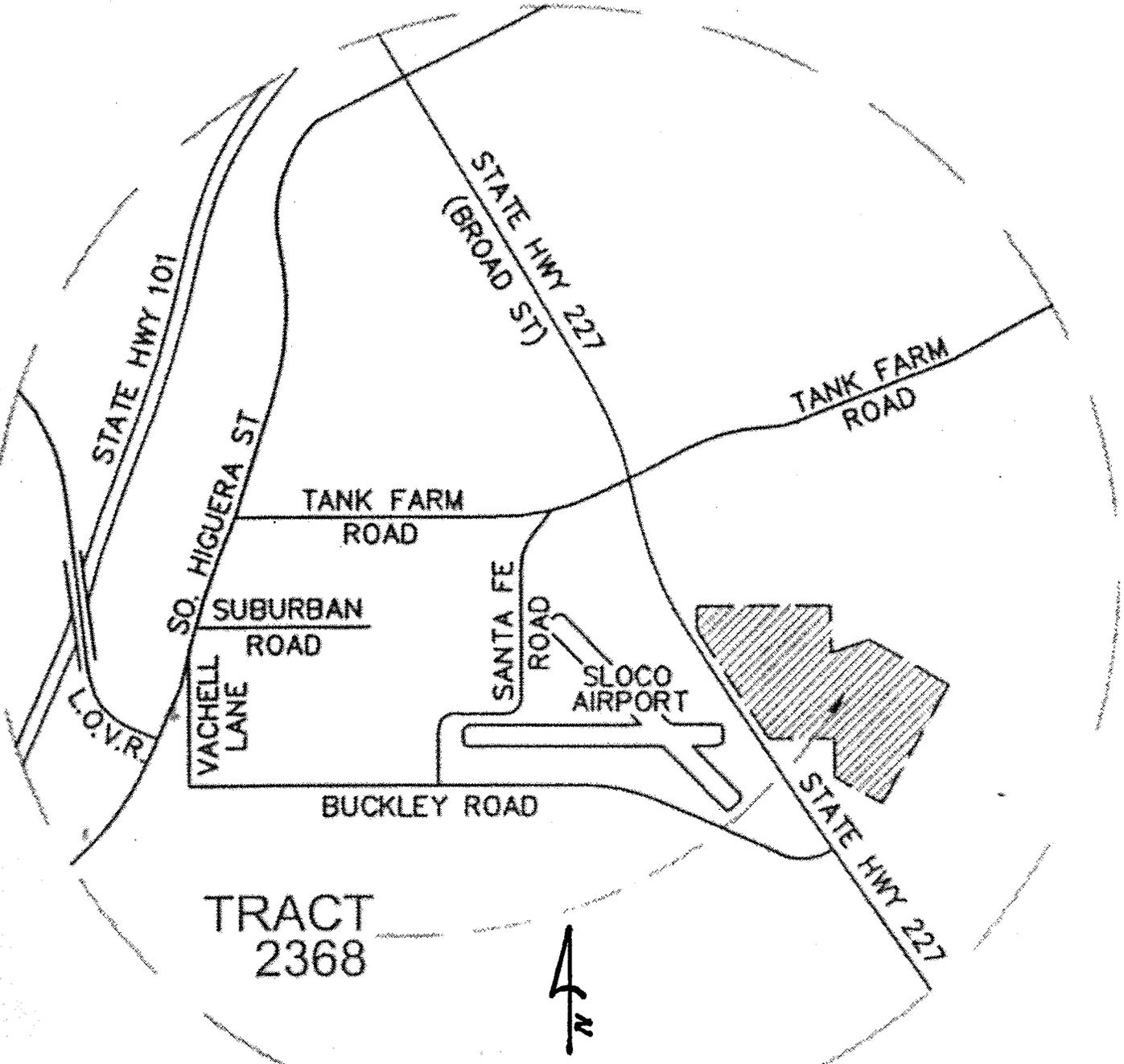
(SEAL)



ITEM B

TRACT 2368

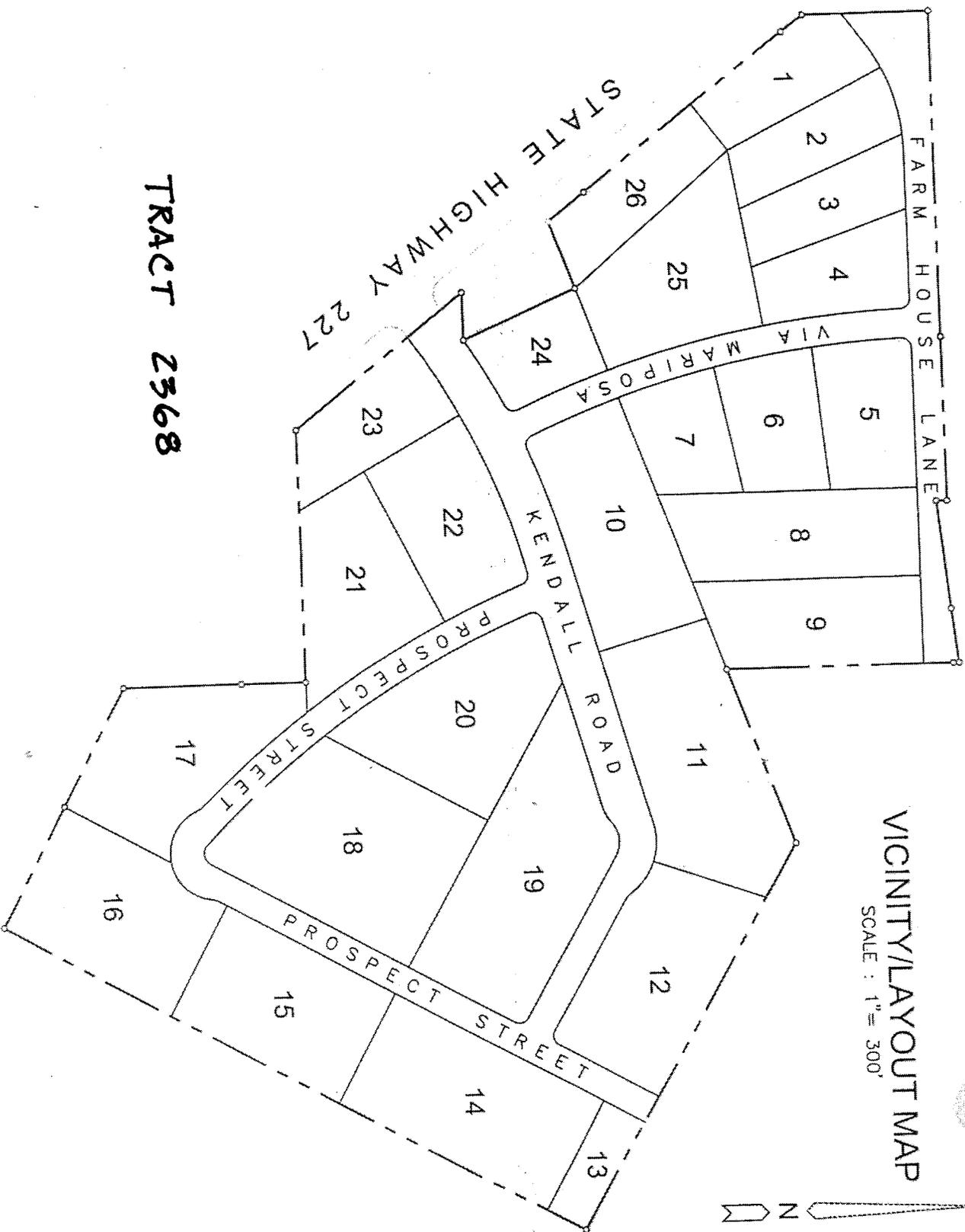
8
B
9
2
5



TRACT
2368

VICINITY MAP

8
26



TRACT 2368

VICINITY/LAYOUT MAP
SCALE : 1" = 300'

8/21

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

_____ day _____, 20____

PRESENT: Supervisors

ABSENT:

RESOLUTION NO. ____

**RESOLUTION ACCEPTING AVIGATION EASEMENT
FROM R. BURKE CORPORATION, A CALIFORNIA CORPORATION, ANGELO P.
MORABITO AND JOAN E. MORABITO, AND ANGELO P. MORABITO AND JOAN E.
MORABITO, TRUSTEES OF THE MORABITO LIVING TRUST DATED SEPTEMBER
4, 1991**

The following Resolution is hereby offered and read:

WHEREAS, the County has need of avigation easements in the vicinity of the San Luis Obispo County Regional Airport (076,511,029); and,

WHEREAS, R. Burke Corporation, a California Corporation, Angelo P. Morabito and Joan E. Morabito, and Angelo P. Morabito and Joan E. Morabito, Trustees of the Morabito Living Trust dated September 4, 1991, have submitted a proposed avigation easement for property in the vicinity of the San Luis Obispo County Regional Airport, to the County of San Luis Obispo, and it is in the public interest that said avigation easement be recorded.

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 recitals set forth herein above are true, correct and valid.

2. That the avigation easement, dated March 31, 2005, from R. Burke Corporation, a California Corporation, Angelo P. Morabito and Joan E. Morabito, and Angelo P.

Morabito and Joan E. Morabito, Trustees of the Morabito Living Trust dated September 4, 1991,

to the County of San Luis Obispo, concerning land in the area of the San Luis Obispo County

Regional Airport, be and hereby is accepted by the County of San Luis Obispo in the form set

Handwritten initials/signature

forth in the document attached hereto, which is incorporated herein by reference as though herein fully set forth.

3. That the County of San Luis Obispo hereby consents to the recordation of said avigation easement and the County Clerk/Recorder be and hereby is authorized and directed to record said avigation easement in the San Luis Obispo County Recorder's official records.

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

AYES:

NOES:

ABSENT

ABSTAINING:

the foregoing resolution is hereby adopted.

Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

[SEAL]

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: 
Deputy County Counsel

Dated: 3.25.05



RECORDING REQUESTED BY
SAN LUIS OBISPO COUNTY

WHEN RECORDED, RETURN TO:

Director of Planning & Building
County Government Center
San Luis Obispo, California 93408
ATTN: Development Review

APN(S): 076,511,-012,-014,-016,-023,-030,-036

Tract 2368



GRANT OF AVIGATION EASEMENT

No fee Document
(Public Entity Grantee, Government Code Section 27383)

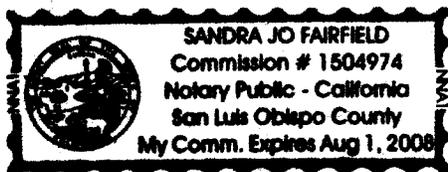
For a valuable consideration, receipt of which is hereby acknowledged, R. Burke Corporation, a California Corporation, Angelo P. Morabito and Joan E. Morabito, and Angelo P. Morabito and Joan E. Morabito, trustees of the Morabito Living Trust dated September 4, 1991, hereinafter referred to as "Grantor(s)", HEREBY GRANT(S) TO the County of San Luis Obispo, a political subdivision of the State of California, hereinafter referred to as "County", for the use and benefit of the public, a perpetual and assignable easement and right-of-way, and certain rights appurtenant to said easement as hereinafter set forth, in, on and over the following described real property situated in the County of San Luis Obispo, State of California, in which Grantor(s) hold(s) a fee simple estate, lying above, in whole or in part, the horizontal limits of the civil airport imaginary surfaces described in Federal Aviation Regulations, Part 77.25 (14 CFR 77.25), as applicable to the *San Luis Obispo County Regional Airport*, situated in the County of San Luis Obispo, State of California, hereinafter referred to as "Airport", which parcel of real property is described as follows:

As shown in Exhibit A, attached hereto and incorporated herein as though set forth in full.

Said parcel of real property described above is delineated by hatched lines on the map attached hereto as *Exhibit B* and incorporated by reference herein as though set forth in full.

(Continued following page)

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN LUIS OBISPO)



(SEAL)

On this 31st day of March, in the year 2005, before me, Sandra Jo Fairfield a Notary Public, personally appeared Angelo P. Morabito, James F. Morabito and Joan E. Morabito, 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.

Sandra Jo Fairfield, Notary Public

GRANT OF AVIGATION EASEMENT

(Page 2)

IT IS AGREED by Grantor(s) that he/they shall not hereafter erect, enlarge or grow, or permit the erection, enlargement or growth of, or permit or suffer to remain, any building, structure, or other object, or any tree, bush, shrub or other vegetation, within or into the airspace above said Imaginary Surfaces overlying said real property.

IT IS FURTHER AGREED by Grantor(s) that the easement and rights hereby granted to County are for the purpose of ensuring that occupants of the real property burdened by this easement are aware that the quiet enjoyment of this real property may be interrupted by noise generated by over-flying aircraft and by aircraft operations at the Airport, and for the additional purpose of ensuring that said Imaginary Surfaces shall remain free and clear of any building, structure or other object, and of any tree, bush shrub or other vegetation, which is or would constitute an obstruction or hazard to the flight of aircraft landing at and/or taking off from said Airport. These rights shall include, but not be limited to, the following:

1. The continuing and perpetual right of County, at Grantor(s)' sole cost and expense, to cut off, trim, and/or prune those portions of any tree, bush shrub and/or other vegetation extending, projecting or infringing into or upon the airspace above said Imaginary Surfaces.
2. The continuing and perpetual right of County, at Grantor(s)' sole cost and expense, to remove, raze or destroy those portions of any building, structure or other object, infringing, extending or projecting into or upon said Imaginary Surfaces.
3. The right of County, at Grantor(s)' sole cost and expense, to mark and light, as obstructions to air navigation, any building, structure or other object, any tree, bush, shrub or other vegetation, that may at any time infringe, project or extend into or upon said Imaginary Surfaces.
4. The right of County for ingress to, egress from, and passage on or over said real property of Grantor(s) for above purposes. County shall exercise said right of ingress and egress only after County gives Grantor(s) twenty-four (24) hours notice of County's intent to enter Grantor(s) property. County shall not be precluded from exercising its right of ingress and egress by the failure of Grantor(s) to receive notice if County has made a reasonable effort to notify Grantor(s). If, in the opinion of the Airport manager, an obstruction or hazard exists within or upon said Imaginary Surfaces overlying said real property, which creates an immediate danger to the flight of aircraft landing at and/or taking off from the Airport such that immediate action is necessary, County may exercise its right of ingress and egress for the above purposes without notice to Grantor(s).
5. The right of flight for the unobstructed passages of aircraft, for the use and benefit of the public, in the airspace above said Imaginary Surfaces, together with the right to cause in or about said airspace such noise, light, electromagnetic emissions, vibrations, fumes, dust, fuel particles, and all other effects as may be inherent in the navigation or flight of aircraft now or hereafter used or known, using said airspace for landing at, taking off from, or operating from, to, at, on, or over said Airport. Note: Noise from over flying aircraft and from aircraft operations on the airport may be considered significant to persons residing and/or working on this real property.
6. The continuing and perpetual right of the County to allow aircraft flight and ground operations at said Airport at all times.

IT IS FURTHER AGREED by Grantor(s) that he/they fully realize that any negative effects of aircraft operations at County Airports, as they pertain to this real property, are not expected to diminish from the level at the time of granting this easement.

(Continued following page)

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GRANT OF AVIGATION EASEMENT

(Page 3)

The easement granted herein and all rights appertaining thereto are granted unto the County, its successors and assigns, until said Airport shall be abandoned and ceased to be used for airport purposes.

If any item, covenant, condition or provision of this easement 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 no way be affected, impaired or invalidated thereby.

IT IS UNDERSTOOD AND AGREED by Grantor(s) that this easement and the covenants and restrictions contained herein shall run with the land described above and shall be binding upon the heirs, successors and assigns of Grantor(s). For purposes of this instrument, the above-described real property shall be the servient tenement and the Airport shall be the dominant tenement.

Dated: 4/4/05

GRANTORS:

R. Burke Corporation, a California Corporation

By: Rob Burke

Its: Robert E. Burke, Vice President

By: Judith M. Tuell

Its: Judith M. Tuell, Secretary/Treasurer

Angelo P. Morabito
Angelo P. Morabito

Joan E. Morabito
Joan E. Morabito

Angelo P. Morabito
Angelo P. Morabito, Trustee of the Morabito Living Trust dated September 4, 1991

Joan E. Morabito
Joan E. Morabito, Trustee of the Morabito Living Trust dated September 4, 1991

TRUST DEED BENEFICIARIES and/or MORTGAGEES

James F. Morabito
James F. Morabito

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EXHIBIT A**LEGAL DESCRIPTION****PARCEL 1:**

The Southeast quarter of the Southeast quarter of Section 12, Township 31 South, Range 12 East, Mount Diablo Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof, and Lot J of the subdivisions of the Rodriguez Tract, in said County and State, as shown on map filed in Book 1 at page 91 of Record of Surveys.

EXCEPTING therefrom those portions of said land described in the deeds to Elgarro Corporation, recorded January 31, 1961 in Book 1106 at page 87 of Official Records, and January 23, 1962 in Book 1166 at page 506 of Official Records.

ALSO EXCEPTING therefrom that portion of said land included within the lines of the land described in the deed to Arthur Madonna, et al., recorded January 13, 1964 in Book 1278 at page 743 of Official Records.

ALSO EXCEPTING therefrom that portion of said land lying Southwesterly of the Northeasterly line of the land described in Parcels 3323-1 of the deed to the State of California, recorded October 22, 1975 in Book 1859 at page 600 of Official Records.

PARCEL 2:

That portion of the Southeast quarter of the Southeast quarter of Section 12, in Township 31 South, Range 12 East, Mount Diablo Base and Meridian, according to the official plat of the survey of said land, approved by the Surveyor General and that portion of Government Lot 4 of Section 7 and of Government Lot 1 of Section 18 in Township 31 South, Range 13 East, Mount Diablo Base and Meridian, according to the official plat of the survey of said land, approved by the Surveyor General, all in the County of San Luis Obispo, State of California, and described as a whole as follows:

Beginning at the intersection of the South line of said Section 12 with the East line of County Road No. 4; thence North 89° 58' 30" East along the South line of said Section 12, 607.16 feet to the corner common to Sections 12 and 13 in Township 31 South, Range 12 East, and Sections 7 and 18 in Township 31 South, Range 13 East, Mount Diablo Base and Meridian; thence South 0° 16' 30" West along the line common to said Sections 13 and 18, 376.77 feet to the Northwest corner of the property conveyed to Curtis H. Kirn, et ux., by deed dated November 29, 1954, and recorded December 6, 1954 in Book 782, Page 20 of Official Records; thence South 60° 55' East along the Northeast line of the property so conveyed 551.45 feet to the most Easterly corner thereof, being a point on the Southeast line of Government Lot 1 of said Section 18; thence North 29° 10' East along said Southeast line and along the Southeast line of Government Lot 4 of said Section 7, 1146.62 feet; thence South 89° 58' 30" West, 1906.85 feet to a point on the Easterly line of said County Road No. 4; thence South 36° 50' East along said Easterly line, 351.39 feet to an angle point therein; thence continuing along said Easterly line South 33° 51' East, 89.96 feet to the Point of Beginning.

EXCEPTING therefrom that portion of said land granted to the State of California by deed recorded June 7, 1974 in Book 1782, Page 460 of Official Records.

PARCEL 3:

That portion of the Southeast quarter of the Southeast quarter of Section 12, in Township 31 South, Range 12 East, Mount Diablo Base and Meridian, according to the official plat thereof, and that portion of Government Lots 3 and 4 of Section 7 in Township 31 South, Range 13 East, Mount Diablo Base and Meridian, according to the official plat thereof, all in the County of San Luis Obispo, State of California, more particularly described as follows:

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EXHIBIT A

LEGAL DESCRIPTION

Beginning at the intersection of the South line of said Section 12 with the East line of County Road No. 4; thence North 33° 51' West along said East line, 89.96 feet and North 36° 50' West, 351.39 feet to the Northwest corner of the property conveyed to the Elgarro Corporation, a California corporation, by deed recorded January 31, 1961 in Book 1106 at page 87 of Official Records; thence

- 1) North 89° 58' 30" East, along the North line of the property so conveyed, 1906.85 feet to the Northeast corner thereof, being a point on the Northwest line of Parcel 2 of COAL 97-0215 as shown on map filed in Book 53 at page 59 of Parcel Maps, records of said County; thence
- 2) North 29° 10' East, along the East line of said Government Lot 4, a distance of 202.46 feet; thence
- 3) North 59° 18' 43" West 900.89 feet to a point on the North line of the property conveyed to the Elgarro Corporation, a California corporation, by deed recorded in Book 1166, page 506 of Official Records; thence
- 4) South 70° 32' 10" West along said North line 1432.55 feet to the northwest corner of said property so conveyed; thence
- 5) South 36° 50' 00" East 200.00 feet to the True Point of Beginning. EXCEPTING therefrom that portion of said land described in the deed to the State of California, recorded May 5, 1976 in Book 1895 at page 505 of Official Records.

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo

On April 4, 2005 before me, Caralee M. Courter, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Robert E. Burke and Judith M. Tuell
Name(s) of Signer(s)

personally known to me – **OR** – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Caralee M. Courter
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Grant of Avigation Easement

Document Date: April 4, 2005 Number of Pages: Six

Signer(s) Other Than Named Above: Angelo P. Morabito, Joan E. Morabito, James F. Morabito

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert E. Burke

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

Signer Is Representing:
R. Burke Corporation



Signer's Name: Judith M. Tuell

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

Signer Is Representing:
R. Burke Corporation



Handwritten initials and number 30