

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

(1) DEPARTMENT Public Works	(2) MEETING DATE August 22, 2006	(3) CONTACT/PHONE Timothy J. Smith, County Right of Way Agent (805) 781-5290	
(4) SUBJECT Submittal of Resolutions Accepting Conveyance to the County from Canepa, Burks and Davis for Pomeroy Road Channelization Project, Contract No. 300155			
(5) SUMMARY OF REQUEST Transmittal pertains to two separate road easements required for the improvement of Pomeroy Road Project. This project is scheduled for construction in 2007.			
(6) RECOMMENDED ACTION It is recommended that the subject resolutions be adopted and the accompanying documents be executed.			
(7) FUNDING SOURCE(S) Road Fund	(8) CURRENT YEAR COST \$36,500	(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 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 <input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> Attached <input type="checkbox"/> N/A	(19) BUDGET ADJUSTMENT 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 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 Bowen Brown</i></p>			

Reference: 06AUG22-C-3

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*8-22-06
B-19*



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: Timothy J. Smith, Right of Way Agent 

VIA: Glen L. Priddy, Deputy Director of Public Works - Engineering Services 

DATE: August 22, 2006

SUBJECT: Submittal of Resolutions Accepting Conveyance to the County from Canepa, Burks and Davis for Pomeroy Road Channelization Project, Contract No. 300155

Recommendation

It is recommended that the subject resolutions be adopted and the accompanying documents be executed.

Discussion

The attached resolutions, together with appropriate easement deeds and right of way agreements, are submitted for your Board's consideration. These instruments relate to two parcels required for the Pomeroy Road Channelization Project, scheduled for construction next summer. Acquisition of the needed right of way is based upon negotiated settlement at fair market value, as determined by a professional real estate appraiser.

Other Agency Involvement/Impacts

County Counsel has reviewed and approved said documents.

Financial Considerations

The subject resolutions provide compensation in the total amount of \$36,500 for these parcels, under County Contract No. 300155. The cost is included in the Fiscal Year 2006-07 Roads Budget.

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Results

Approval of the recommended action will result in proper title for this budgeted project. This project will result in greater safety for the public.

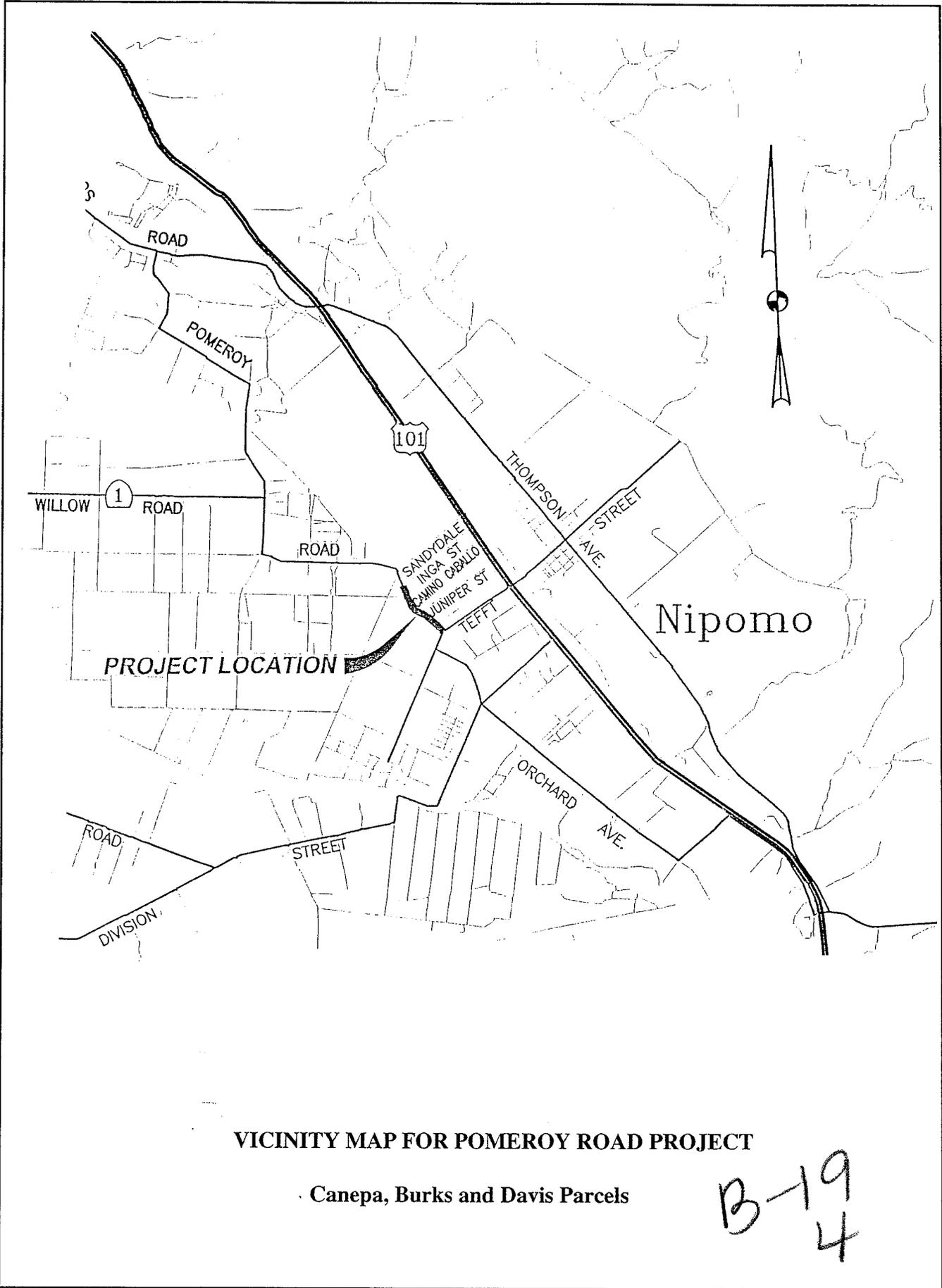
Attachments: Vicinity Map
Resolutions of Acceptance
Easement Deeds (2)
Right of Way Agreements (2)

File: TJS- R/W Parcels 06-03 & 06-05,

Reference: 06AUG22-C-3

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VICINITY MAP FOR POMEROY ROAD PROJECT

· Canepa, Burks and Davis Parcels

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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 ACCEPTING CONVEYANCE FROM
MICHAEL AND SHEILA DAVIS FAMILY TRUST
POMEROY ROAD CHANNELIZATION PROJECT
SUPERVISORIAL DISTRICT NO. 4**

The following resolution is now offered and read:

WHEREAS, MICHAEL J. DAVIS and SHEILA L. DAVIS, as Trustees of the Michael and Sheila Davis Family Trust, have executed and delivered to the County of San Luis Obispo, a political subdivision and one of the counties of the State of California, a certain Public Road and Slope Easement Deed conveyance dated July 25, 2006, attached hereto, and by this reference made a part hereof as though fully set forth herein; and

WHEREAS, it is provided by Section 27281 of the Government Code of the State of California, that the foregoing document shall not be accepted for recordation without the consent of the County evidenced by its resolution of acceptance attached thereto:

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

1. That said Public Road and Slope Easement Deed is accepted and the Chairperson of this Board is hereby authorized and directed to execute the documents necessary therefor.
2. That the Clerk of this Board attach a copy of this resolution to said conveyance as evidence of acceptance and consent to the recordation of same.
3. That the County Director of Public Works is hereby authorized and directed to initiate the drawing of a warrant (Budget 2900-3060) Project 300155.05, in the sum stated in the attached Right of Way Agreement dated July 25, 2006, Pomeroy Road Channelization Project, R/W Parcel No. 06-03, payable to Sheila L. Davis and Michael J. Davis, as consideration for the delivery of said conveyance.

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Upon motion of Supervisor _____, seconded by Supervisor _____, and on the following roll 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: *James B. Lindholm, Jr.*
Deputy County Counsel

Dated: 8/9/06

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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 _____.

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(SEAL)

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

By _____
Deputy Clerk.

RECORDING REQUESTED BY:

Public Works Department
County of San Luis Obispo

Project: Pomeroy Road Channelization Project
R/W No. 06-03
APN: ptn 91-327-072

WHEN RECORDED RETURN TO:

County Clerk

PUBLIC ROAD and SLOPE EASEMENT DEED

THIS INDENTURE, made the 25th day of July, 2006, by **MICHAEL J. DAVIS and SHEILA L. DAVIS**, as Trustees of the **Michael and Sheila Davis Family Trust**, hereinafter referred to as "Grantor", and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "County":

WITNESSETH:

That Grantor, for a valuable consideration, receipt of which is hereby acknowledged, does hereby grant unto County, its successors and assigns, a perpetual, permanent and exclusive public road and slope easement for the present and future construction, reconstruction, operation, repair and maintenance of a public road and appurtenances, and for such excavation and embankment slopes for the lateral and subjacent support of the road, roadbed and appurtenances, in such number and size, and with such accessory parts and structures, as County, or its successors in interest, from time to time, deem necessary to install over, upon, under and across that certain real property situate in the County of San Luis Obispo, State of California, described as follows:

see attached legal description Exhibit "A" and map as Exhibit "B",
each attached hereto and made a part hereof

The easement granted herein includes the right to plant and maintain grass, plants, or shrubs within the easement area for soil erosion purposes and for the protection of the lateral support for said road, roadbed and appurtenances. Additionally, Grantor does hereby further grant to County, its successors and assigns, the necessary rights of entry to and from the hereinabove described property for future construction, reconstruction, operations, repair, or maintenance of said easement.

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DAVIS PROPERTY RIGHT OF WAY ACQUISITION

THAT PORTION OF PARCEL "A" OF PARCEL MAP CO 72-121, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, AS PER THE MAP RECORDED IN BOOK 8, PAGE 77 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

STARTING AT A FOUND BRASS CAP IN MONUMENT WELL, COUNTY SURVEYOR, SAID BRASS CAP BEING ON THE CENTERLINE OF POMEROY ROAD AT ENGINEER'S STATION 23+35.72, SHOWN AS FOUND MONUMENT NO. 14 ON THE "PLANS FOR WIDENING OF POMEROY ROAD FOR LEFT TURN LANES AT PRIMROSE LANE, JUNIPER STREET, AND CAMINO CABALLO, NIPOMO, CA" ON FILE IN THE OFFICE OF THE DEPARTMENT OF PUBLIC WORKS OF SAID COUNTY;

THENCE ALONG THE CENTERLINE OF SAID ROAD, NORTH 25° 33' 49" WEST, 48.03 FEET;

THENCE NORTH 64° 26' 11" EAST, 55.76 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF CAMINO CABALLO, SAID POINT BEING 55.76 FEET RIGHT OF ENGINEER'S STATION 23+83.75 OF SAID PLANS, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF CAMINO CABALLO, NORTH 47° 41' 58" EAST, 12.53 FEET TO A POINT OF CUSP OF A CURVE, TANGENT, CONCAVE NORTHERLY AND HAVING A RADIUS OF 20 FEET, SAID POINT OF CUSP BEING 67.76 FEET RIGHT OF ENGINEER'S STATION 23+87.36 OF SAID PLANS;

THENCE WESTERLY 37.26 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 106° 44' 13" TO A POINT ON A LINE TANGENT, SAID POINT BEING 42.00 FEET RIGHT OF ENGINEER'S STATION 24+06.51 OF SAID PLANS;

THENCE NORTH 25° 33' 49" WEST, 96.44 FEET TO A POINT ON THE NORTHWESTERLY PROPERTY LINE OF SAID PARCEL, SAID POINT BEING 42.00 FEET RIGHT OF ENGINEER'S STATION 25+02.95 OF SAID PLANS;

THENCE ALONG THE NORTHWESTERLY PROPERTY LINE OF SAID PARCEL, SOUTH 47° 41' 58" WEST, 12.53 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF POMEROY ROAD, SAID POINT BEING 30.00 FEET RIGHT OF ENGINEER'S STATION 24+99.35 OF SAID PLANS;

THENCE ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF POMEROY ROAD, SOUTH 25° 33' 49" EAST, 96.44 FEET TO THE BEGINNING OF A CURVE, TANGENT, CONCAVE NORTHERLY AND HAVING A RADIUS OF 20 FEET, SAID BEGINNING OF A CURVE BEING 30.00 FEET RIGHT OF ENGINEER'S STATION 24+02.91 OF SAID PLANS;

THENCE ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF POMEROY ROAD, EASTERLY 37.26 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 106° 44' 13" TO THE TRUE POINT OF BEGINNING.

JOHN WADDELL
July 12, 2006

EXHIBIT A

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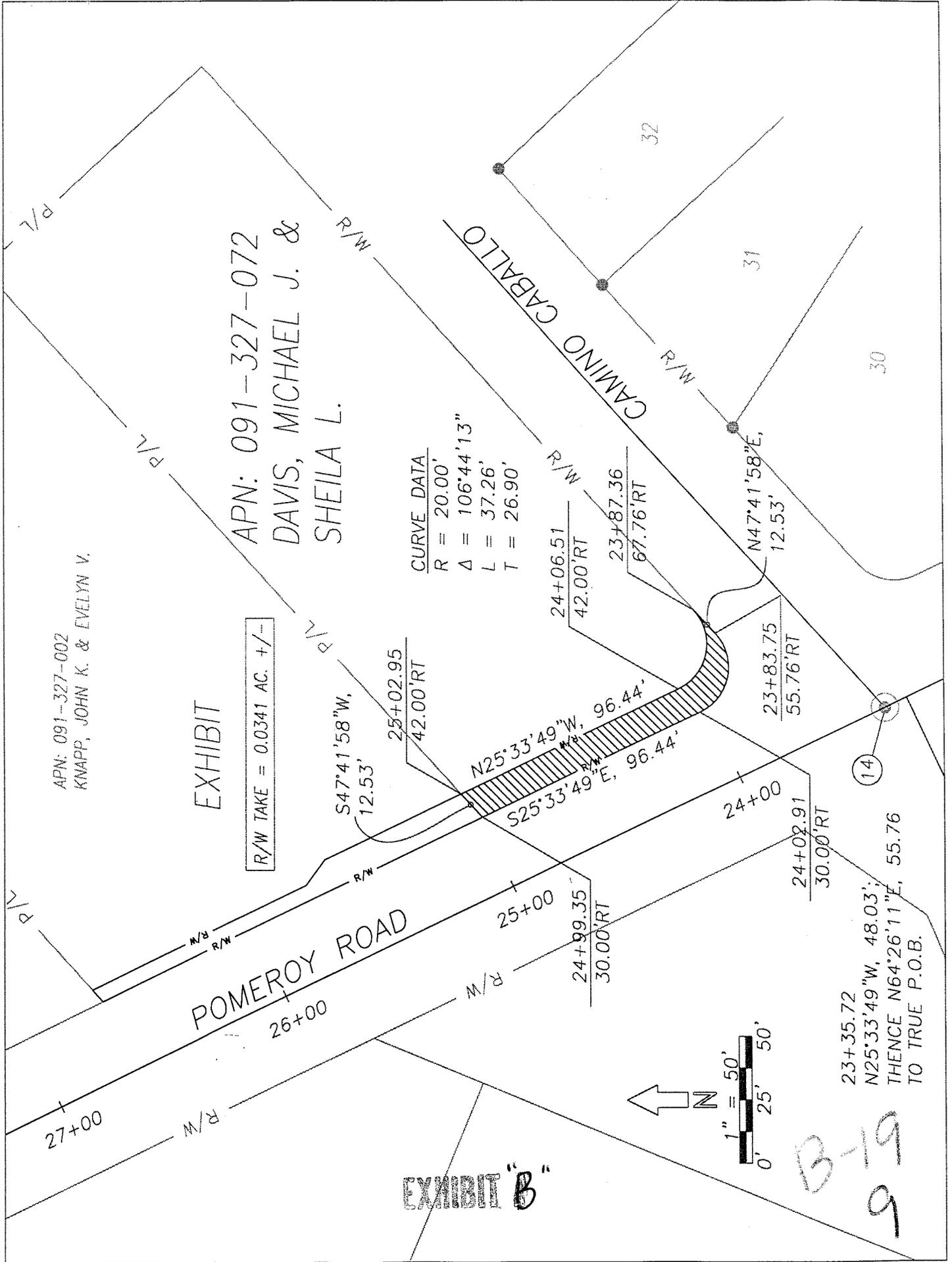
APN: 091-327-002
KNAPP, JOHN K. & EVELYN V.

EXHIBIT

APN: 091-327-072
DAVIS, MICHAEL J. &
SHEILA L.

R/W TAKE = 0.0341 AC. +/-

CURVE DATA
R = 20.00'
Δ = 106°44'13"
L = 37.26'
T = 26.90'



23+35.72
N25°33'49"W, 48.03';
THENCE N64°26'11"E, 55.76
TO TRUE P.O.B.

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EXHIBIT "B"

The consideration hereinabove recited shall constitute payment in full for any damages to remaining property of the Grantor, his successors and assigns, by reason of the construction, reconstruction, operation, repair and maintenance of the public road, slopes or other structures referred to herein.

The provisions hereof shall inure to the benefit of the County, its successors and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto, and all covenants shall apply to and run with the above described property.

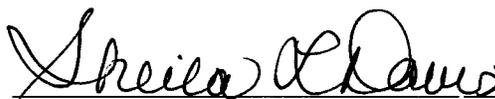
IN WITNESS WHEREOF, Grantor has hereunto set his hand the day and year first above written.

(As used above the term "GRANTOR" shall include the plural as well as the singular number and the work "his" shall include the feminine gender as the case may be.)

GRANTOR-Michael and Sheila Davis Family Trust



Michael J. Davis, as Trustee



Sheila L. Davis, as Trustee

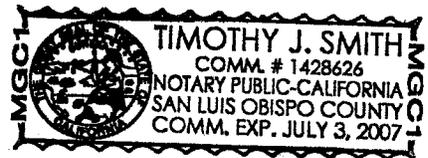
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General Acknowledgment Form

State of California)
County of San Luis Obispo_ _____) ss.

On JULY 25TH, 2006, before me, Timothy J. Smith, a Notary Public in and for said State, personally appeared **SHEILA L. DAVIS and MICHAEL J. DAVIS**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature 
Timothy J. Smith, Comm.#1428626
comm. Expires July 3, 2007

(seal)

acknow.frm

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RIGHT OF WAY AGREEMENT

THIS AGREEMENT entered into this 25th day of JULY, 2006, by and between, **MICHAEL J. DAVIS and SHEILA L. DAVIS, as Trustees of the Michael and Sheila Davis Family Trust**, hereinafter referred to as "GRANTOR" and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "COUNTY";

WITNESSETH:

WHEREAS, Document No. 06-03, in the form of a Public Road and Slope Easement Deed, covering the property particularly described in the above instrument, has been executed and delivered to Timothy J. Smith, Right of Way Agent for the County of San Luis Obispo.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, it is mutually agreed by and between Grantor and County as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account or on account of the location, or construction, of the proposed public improvement.

2. The County shall:

a. Pay the undersigned Grantor the sum of \$ 15,500 for the property interests as conveyed by Deed No. 06-04 when title to said property vests in the County free and clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and all taxes, except:

(1) Taxes for the fiscal year in which this agreement is entered which shall be cleared and paid in the manner specified under Article 5 (commencing with Section 5081) of Chapter 4 of Part 9 of Division 1 of the Revenue and Taxation Code, if unpaid at time agreement is entered.

(2) Easement or rights of way over said land for public or quasi-public utility purposes, if any.

(3) Covenants, conditions and restrictions as imposed by deeds of record affecting said property conveyed, if any.

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b. Pay any escrow and recording fees incurred in this transaction, and if title insurance is desired by the County, the premium charged therefor.

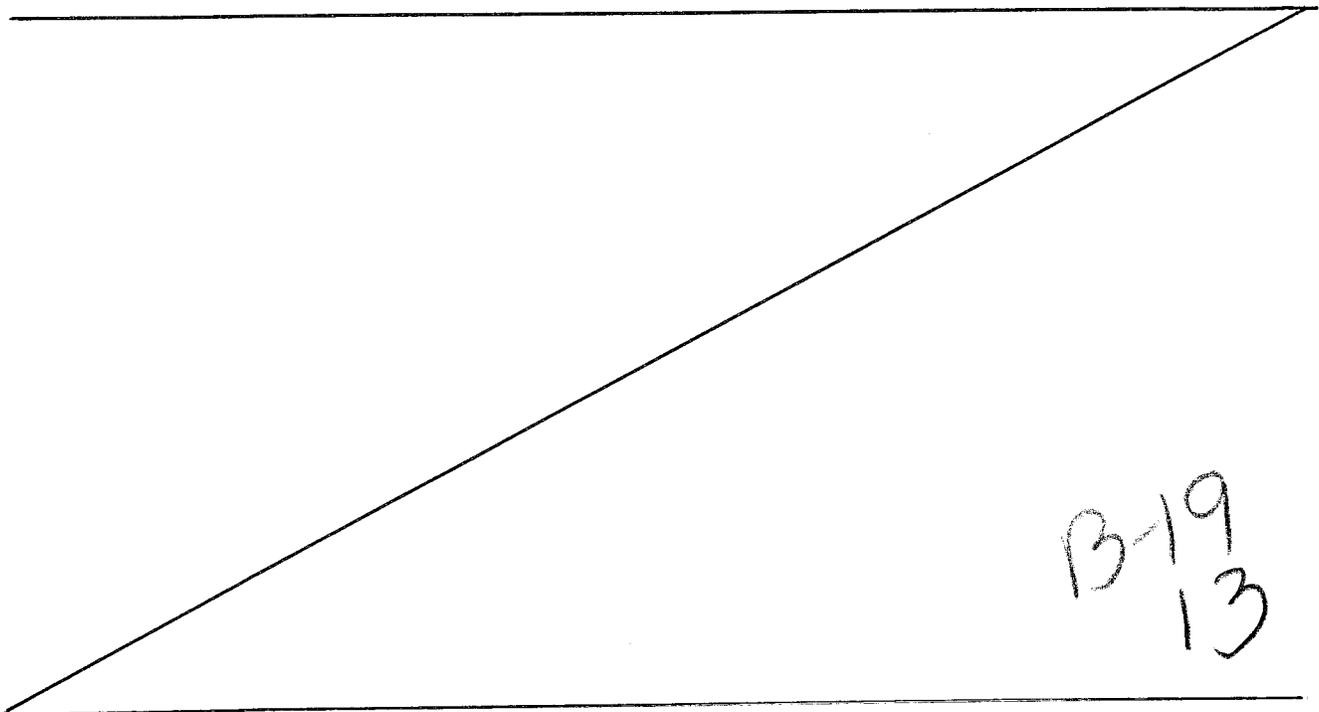
c. Replace and install the fencing in kind, chain-linked fencing, along and immediately adjacent to the County road right of way line, but on the undersigned Grantor's remaining property and extending from right of Engineer's Station 23+87 to 25+02. Said Engineer's Stations are shown on the County Public Works plan map on file in the County Public Works Department.

3. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the County, shall be left in as good condition as found.

4. Permission is hereby granted the County, or its authorized agent, to enter upon Grantor's property, where necessary for purposes of fencing installation as described in paragraph 2c of this agreement.

Grantor understands and agrees that upon completion of the work described in paragraph 2c of this agreement, said fencing located upon the Grantor's land shall be considered as the sole property of the Grantor; the maintenance and repair of said fencing will be that of the Grantor.

Permission is further granted to the County, or its authorized agent, to enter upon the portion of Grantor's land shown on the sketch, attached hereto Exhibit A, to conform the fencing mentioned in paragraph 2c hereof.



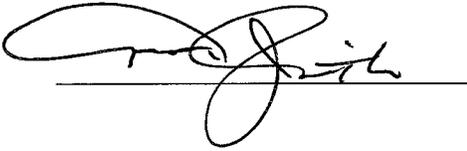
IN WITNESS WHEREOF, Grantor and County have executed this agreement the day and year first above written. (As used above the term "Grantor" shall include the plural as well as the singular number as the case may be.)

ATTEST:

County Clerk of the County
of San Luis Obispo

By: _____

RECOMMENDED FOR APPROVAL
RIGHT OF WAY AGENT

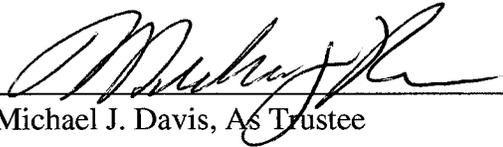


RECOMMENDED FOR APPROVAL
Dept of Public Works


Director

davis.row

GRANTOR

By: 
Michael J. Davis, As Trustee

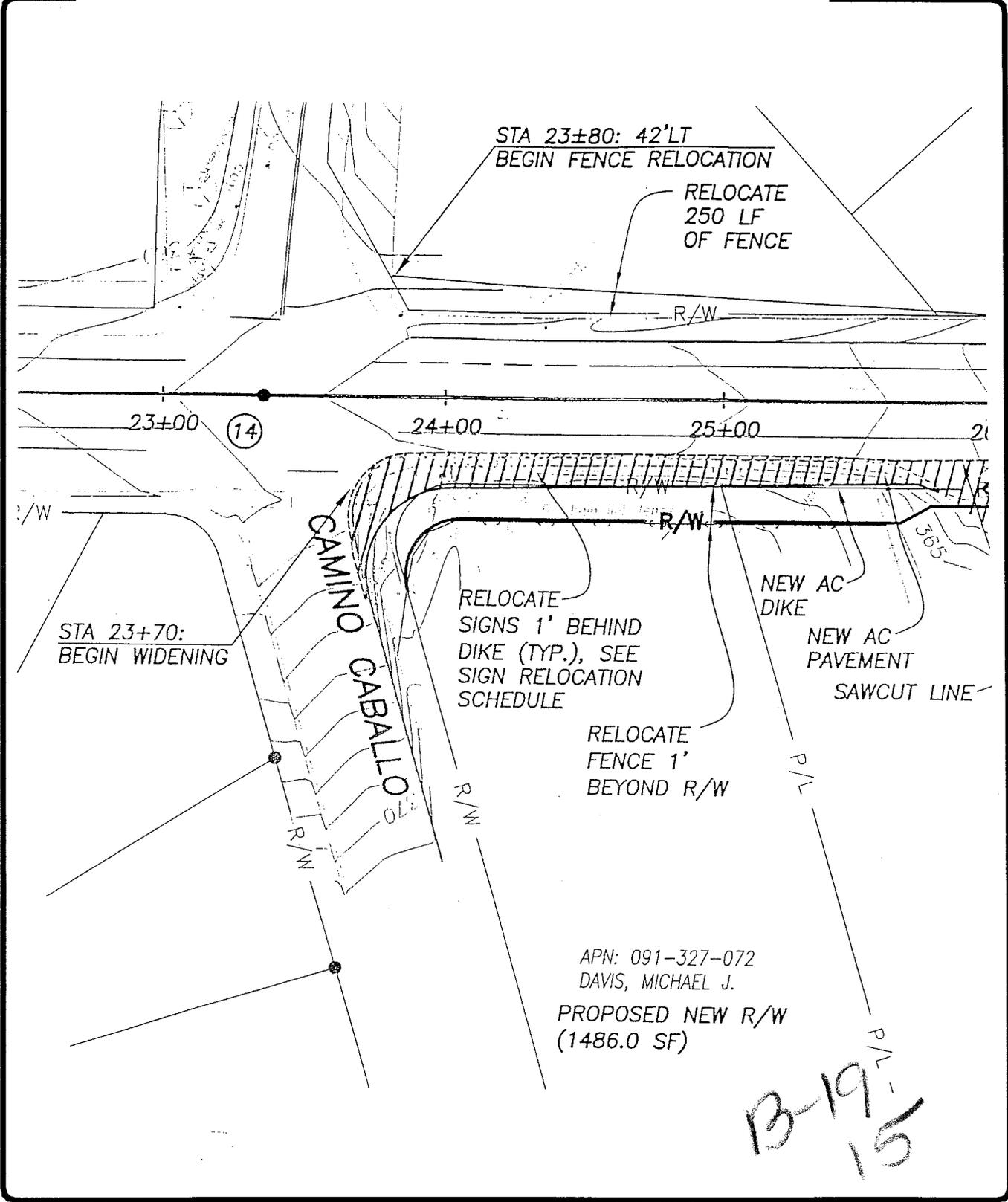
By: 
Sheila L. Davis, as Trustee

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson, Board of Supervisors

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SAN LUIS OBISPO COUNTY DEPARTMENT OF PUBLIC WORKS



APN: 091-327-072
DAVIS, MICHAEL J.
PROPOSED NEW R/W
(1486.0 SF)

13-19-15

PROJECT

Davis
R/W FILE NO: 2006-03



EXHIBIT

Exhibit "A"

IN THE BOARD OF SUPERVISORS
County of San Luis Obispo, State of California

_____ day _____, 20__

PRESENT: Supervisors

ABSENT:

RESOLUTION NO.

**RESOLUTION ACCEPTING CONVEYANCE FROM
CANEPA LIVING TRUST AND BURKS
POMEROY ROAD CHANNELIZATION PROJECT
SUPERVISORIAL DISTRICT NO. 4**

The following resolution is now offered and read:

WHEREAS, NADINE B. CANEPA, as Trustee of the Nadine B. Canepa Living Trust, ALENE E. BURKS and BRADLEY K. BURKS, have executed and delivered to the County of San Luis Obispo, a political subdivision and one of the counties of the State of California, a certain Public Road and Slope Easement Deed conveyance dated July 25, 2006, attached hereto, and by this reference made a part hereof as though fully set forth herein; and

WHEREAS, it is provided by Section 27281 of the Government Code of the State of California, that the foregoing document shall not be accepted for recordation without the consent of the County evidenced by its resolution of acceptance attached thereto:

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

1. That said Public Road and Slope Easement Deed is accepted and the Chairperson of this Board is hereby authorized and directed to execute the documents necessary therefor.
2. That the Clerk of this Board attach a copy of this resolution to said conveyance as evidence of acceptance and consent to the recordation of same.
3. That the County Director of Public Works is hereby authorized and directed to initiate the drawing of a warrant (Budget 2900-3060) Project 300155.05, in the sum stated in the attached Right of Way Agreement dated July 25, 2006, Pomeroy Road Channelization Project, R/W Parcel No. 06-05, payable to Nadine B. Canepa, Alene E. Burks and Bradley K. Burks, as consideration for the delivery of said conveyance.

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Upon motion of Supervisor _____, seconded by
Supervisor _____, and on the following roll 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: *James B. Lindholm, Jr.*
Deputy County Counsel

Dated: 8/9/06

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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 _____.

(SEAL)

13-1917

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

By _____
Deputy Clerk.

RECORDING REQUESTED BY:

Public Works Department
County of San Luis Obispo

Project: Pomeroy Road Channelization Project
R/W No. 06-05
APN: ptn 92-572-005

WHEN RECORDED RETURN TO:

County Clerk

PUBLIC ROAD and SLOPE EASEMENT DEED

THIS INDENTURE, made the 25th day of JULY, 2006, by **NADINE B. CANEPA, Trustee of the Nadine B. Canepa Living Trust, ALENE E. BURKS and BRADLEY K. BURKS, all as joint tenants**, hereinafter referred to as "Grantor", and the **COUNTY OF SAN LUIS OBISPO**, a political subdivision of the State of California, hereinafter referred to as "County":

WITNESSETH:

That Grantor, for a valuable consideration, receipt of which is hereby acknowledged, does hereby grant unto County, its successors and assigns, a perpetual, permanent and exclusive public road and slope easement for the present and future construction, reconstruction, operation, repair and maintenance of a public road and appurtenances, and for such excavation and embankment slopes for the lateral and subjacent support of the road, roadbed and appurtenances, in such number and size, and with such accessory parts and structures, as County, or its successors in interest, from time to time, deem necessary to install over, upon, under and across that certain real property situate in the County of San Luis Obispo, State of California, described as follows:

see attached legal description Exhibit "A" and map as Exhibit "B",
each attached hereto and made a part hereof

The easement granted herein includes the right to plant and maintain grass, plants, or shrubs within the easement area for soil erosion purposes and for the protection of the lateral support for said road, roadbed and appurtenances. Additionally, Grantor does hereby further grant to County, its successors and assigns, the necessary rights of entry to and from the hereinabove described property for future construction, reconstruction, operations, repair, or maintenance of said easement.

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CANEPA PROPERTY RIGHT OF WAY ACQUISITION

THAT PORTION OF PARCEL 1 OF PARCEL MAP CO 84-320, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, AS PER THE MAP RECORDED IN BOOK 44, PAGE 29 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

STARTING AT A FOUND NO.5 REBAR WITH ILLEGIBLE PLASTIC CAP, SAID REBAR BEING 29.95 FEET RIGHT OF THE CENTERLINE OF POMEROY ROAD AT ENGINEER'S STATION 9+62.40, SHOWN AS FOUND MONUMENT NO. 1 ON THE "PLANS FOR WIDENING OF POMEROY ROAD FOR LEFT TURN LANES AT PRIMROSE LANE, JUNIPER STREET, AND CAMINO CABALLO, NIPOMO, CA" ON FILE IN THE OFFICE OF THE DEPARTMENT OF PUBLIC WORKS OF SAID COUNTY;

THENCE NORTH 34° 44' 06" EAST, 0.05 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF POMEROY ROAD, SAID POINT BEING 30.00 FEET RIGHT OF ENGINEER'S STATION 9+62.41 OF SAID PLANS, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF POMEROY ROAD, SOUTH 50° 30' 00" EAST, 144.97 FEET TO THE BEGINNING OF A CURVE, TANGENT, CONCAVE NORTHERLY AND HAVING A RADIUS OF 20 FEET, SAID BEGINNING OF A CURVE BEING 30.00 FEET RIGHT OF ENGINEER'S STATION 8+21.22 OF SAID PLANS;

THENCE ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF POMEROY ROAD, EASTERLY 25.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 74° 15' 19" TO A POINT ON A LINE TANGENT, SAID POINT BEING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF PRIMROSE LANE, SAID POINT BEING 44.57 FEET RIGHT OF ENGINEER'S STATION 7+85.41 OF SAID PLANS;

THENCE ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF PRIMROSE LANE, NORTH 55° 14' 41" EAST, 12.47 FEET TO A POINT OF CUSP OF A CURVE, TANGENT, CONCAVE NORTHERLY AND HAVING A RADIUS OF 20 FEET, SAID POINT OF CUSP BEING 56.57 FEET RIGHT OF ENGINEER'S STATION 7+84.26 OF SAID PLANS;

THENCE WESTERLY 25.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 74° 15' 19" TO A POINT ON A LINE TANGENT, SAID POINT BEING 42.00 FEET RIGHT OF ENGINEER'S STATION 8+18.84 OF SAID PLANS;

THENCE NORTH 50° 30' 00" WEST, 149.35 FEET TO A POINT ON THE NORTHWESTERLY PROPERTY LINE OF SAID PARCEL, SAID POINT BEING 42.00 FEET RIGHT OF ENGINEER'S STATION 9+63.38 OF SAID PLANS;

THENCE ALONG THE NORTHWESTERLY PROPERTY LINE OF SAID PARCEL, SOUTH 34° 44' 06" WEST, 12.04 FEET TO THE TRUE POINT OF BEGINNING.

JOHN WADDELL
July 12, 2006

EXHIBIT A

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APN: 092-572-004
 MILLS, CURTIS W. & CYNTHIA L.

EXHIBIT

R/W TAKE = 0.0448 AC. +/-

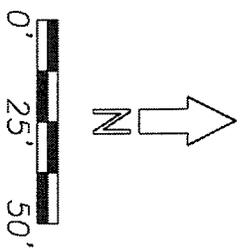
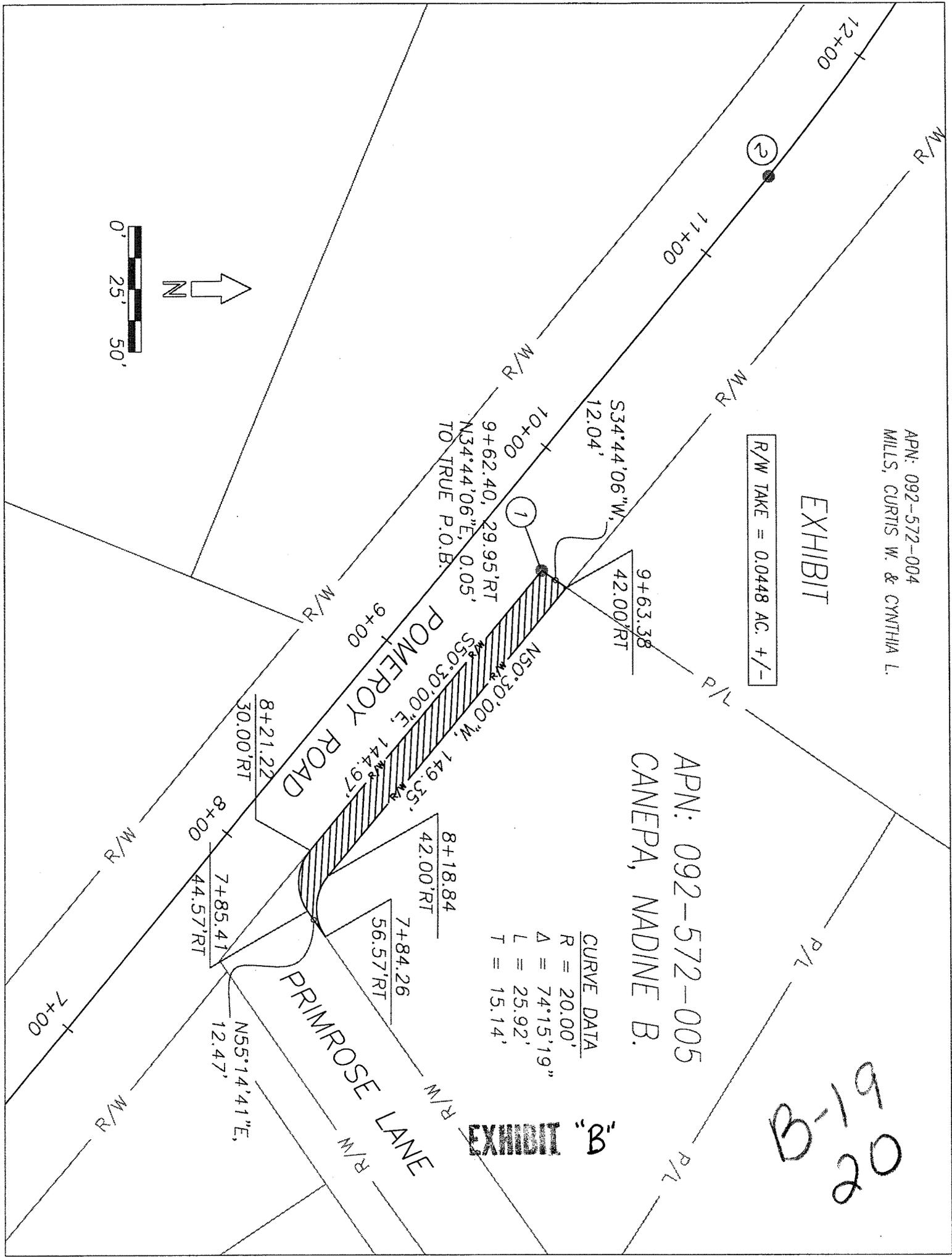
APN: 092-572-005
 CANEPA, NADINE B.

B-1-9
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CURVE DATA

R	= 20.00'
Δ	= 74°15'19"
L	= 25.92'
T	= 15.14'

EXHIBIT "B"



The consideration hereinabove recited shall constitute payment in full for any damages to remaining property of the Grantor, his successors and assigns, by reason of the construction, reconstruction, operation, repair and maintenance of the public road, slopes or other structures referred to herein.

The provisions hereof shall inure to the benefit of the County, its successors and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto, and all covenants shall apply to and run with the above described property.

IN WITNESS WHEREOF, Grantor has hereunto set his hand the day and year first above written.

(As used above the term "GRANTOR" shall include the plural as well as the singular number and the work "his" shall include the feminine gender as the case may be.)

GRANTOR

Nadine B. Canepa
**Nadine B. Canepa, as Trustee of
Nadine B. Canepa Living Trust**

Alene E. Burks
Alene E. Burks

Bradley K. Burks
Bradley K. Burks

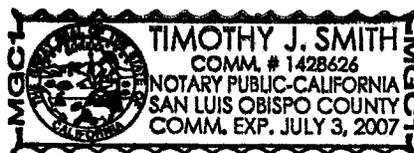
B-19
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General Acknowledgment Form

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

On July 25, 2006, before me, Timothy J. Smith, a Notary Public in and for said State, personally appeared **NADINE B. CANEPA, ALENE D. BURKS and BRADLEY K. BURKS**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature _____

A handwritten signature in black ink, appearing to read "Timothy J. Smith", written over a horizontal line.

Timothy J. Smith, Comm.#1428626
comm. Expires July 3, 2007

(seal)

acknow.frm

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RIGHT OF WAY AGREEMENT

THIS AGREEMENT entered into this 25th day of JULY, 2006, by and between **NADINE B. CANEPA, as Trustee of the Nadine B. Canepa Living Trust, and ALENE D. BURKS and BRADLEY K. BURKS**, hereinafter referred to as "GRANTOR" and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "COUNTY";

WITNESSETH:

WHEREAS, Document No. 06-05, in the form of a Public Road and Slope Easement Deed, covering the property particularly described in the above instrument, has been executed and delivered to Timothy J. Smith, Right of Way Agent for the County of San Luis Obispo.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, it is mutually agreed by and between Grantor and County as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account or on account of the location, or construction, of the proposed public improvement.

2. The County shall:

a. Pay the undersigned Grantor the sum of \$ 21,000 for the property interests as conveyed by Deed No. 06-05 when title to said property vests in the County free and clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and all taxes, except:

(1) Taxes for the fiscal year in which this agreement is entered which shall be cleared and paid in the manner specified under Article 5 (commencing with Section 5081) of Chapter 4 of Part 9 of Division 1 of the Revenue and Taxation Code, if unpaid at time agreement is entered.

(2) Easement or rights of way over said land for public or quasi-public utility purposes, if any.

(3) Covenants, conditions and restrictions as imposed by deeds of record affecting said property conveyed, if any.

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b. Pay any escrow and recording fees incurred in this transaction, and if title insurance is desired by the County, the premium charged therefor.

c. Replace and install the fencing in kind, wood panel fencing, along and immediately adjacent to the County road right of way line, but on the undersigned Grantor's remaining property and extending from right of Engineer's Station 8+21 to 9+63. Said Engineer's Stations are shown on the County Public Works plan map on file in the County Public Works Department.

3. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the County, shall be left in as good condition as found.

4. Permission is hereby granted the County, or its authorized agent, to enter upon Grantor's property, where necessary for purposes of fencing installation as described in paragraph 2c of this agreement.

Grantor understands and agrees that upon completion of the work described in paragraph 2c of this agreement, said fencing located upon the Grantor's land shall be considered as the sole property of the Grantor; the maintenance and repair of said fencing will be that of the Grantor.

Permission is further granted to the County, or its authorized agent, to enter upon the portion of Grantor's land shown on the sketch, attached hereto Exhibit A, to conform the fencing mentioned in paragraph 2c hereof.

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IN WITNESS WHEREOF, Grantor and County have executed this agreement the day and year first above written. (As used above the term "Grantor" shall include the plural as well as the singular number as the case may be.)

ATTEST:

GRANTOR

County Clerk of the County
of San Luis Obispo

By: Nadine B. Canepa
Nadine B. Canepa, as Trustee

By: _____

RECOMMENDED FOR APPROVAL
RIGHT OF WAY AGENT

By: Alene E. Burks
Alene E. Burks

Bradley K. Burks

By: Bradley K. Burks
Bradley K. Burks

RECOMMENDED FOR APPROVAL
Dept of Public Works

COUNTY OF SAN LUIS OBISPO

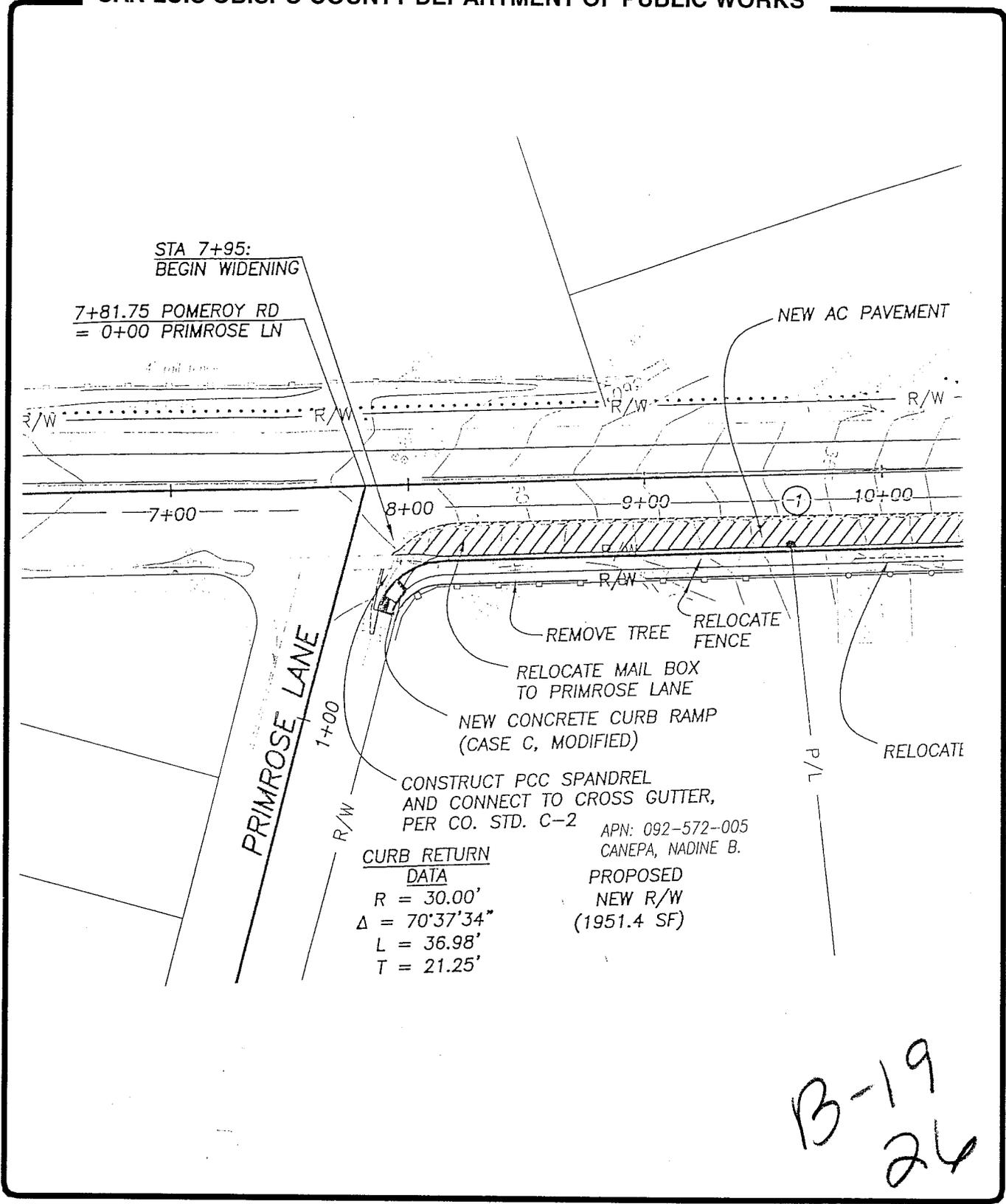
Noel King
Director

By: _____
Chairperson, Board of Supervisors

canepa.row

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SAN LUIS OBISPO COUNTY DEPARTMENT OF PUBLIC WORKS



STA 7+95:
BEGIN WIDENING

7+81.75 POMEROY RD
= 0+00 PRIMROSE LN

NEW AC PAVEMENT

7+00

8+00

9+00

10+00

PRIMROSE LANE

1+00

REMOVE TREE RELOCATE FENCE

RELOCATE MAIL BOX TO PRIMROSE LANE
NEW CONCRETE CURB RAMP (CASE C, MODIFIED)

CONSTRUCT PCC SPANDREL AND CONNECT TO CROSS GUTTER, PER CO. STD. C-2

CURB RETURN DATA
R = 30.00'
 $\Delta = 70^{\circ}37'34''$
L = 36.98'
T = 21.25'

APN: 092-572-005
CANEPA, NADINE B.
PROPOSED
NEW R/W
(1951.4 SF)

P/L

RELOCATE

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PROJECT

Canepa Etal
R/W FILE NO: 2006-05



EXHIBIT

Exhibit "A"