

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

(1) DEPARTMENT General Services		(2) MEETING DATE August 22, 2006		(3) CONTACT/PHONE Duane P. Leib (805) 781-5200		LVF
(4) SUBJECT Request to (1) direct the Director of General Services to sign a First Amendment to License Agreement between County and Chevron USA, Inc. to allow Chevron to pave a County-owned dirt lot on Center Street in the East Village of Cambria (APN 013-261-009); (2) approve an Offer to Dedicate for public sidewalks on the subject property, installed by Chevron USA, Inc. (3) approve a Conditional Use Permit for the subject property among Robin Covey, Robishan Inc., and County to allow the design and circulation of the parking lot as one public parking lot over adjacent County and private parcels.						
(5) SUMMARY OF REQUEST Approval of the attached First Amendment to License Agreement will allow Chevron USA, Inc. to pave the County's dirt lot. Approval of the Offer to Dedicate will allow public use of the sidewalk on County's lot. Approval of the Conditional Use Permit will allow for the design of two adjacent lots, one owned by Robin Covey and one owned by the County, so that the properties will function as one public parking lot serving the business district in the East Village of Cambria. In exchange for public use of the Covey's lot, County will allow 2 handicapped parking spaces located on County property to be credited to Robishan's business, Robin's Restaurant.						
(6) RECOMMENDED ACTION The Department of General Services recommends your Board approve and authorize the Chairperson to sign the Offer to Dedicate and Conditional Use Permit, direct the Director of General Services to sign the First Amendment to License Agreement with Chevron USA, Inc., and direct the Clerk of the Board to record the Offer to Dedicate and to provide two conforming copies to General Services.						
(7) FUNDING SOURCE(S) 11307 and 2900 (Road Fund)		(8) CURRENT YEAR COST \$375 (11307) and \$15,000 (Road Fund)		(9) ANNUAL COST Minimal cost for sidewalk maintenance		(10) BUDGETED? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): County Counsel, County Planning, County Public Works						
(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 checked="" type="checkbox"/> 2nd, <input 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 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 type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A			
(18) NEED EXTRA EXECUTED COPIES? <input checked="" type="checkbox"/> Number: <u>1</u> <input checked="" type="checkbox"/> Attached <input type="checkbox"/> N/A 3 total			(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 type="checkbox"/> N/A Date <u>12/14/1993</u>	
(23) ADMINISTRATIVE OFFICE REVIEW <div style="text-align: right; font-size: 1.5em; font-family: cursive;">  8-22-06 13-23 </div>						



COUNTY OF SAN LUIS OBISPO

Department of general services

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200

DUANE P. LEIB, DIRECTOR

TO: BOARD OF SUPERVISORS
FROM: *D. Leib*
DUANE P. LEIB, GENERAL SERVICES DIRECTOR

DATE: AUGUST 22, 2006

SUBJECT: REQUEST TO:

- (1) DIRECT THE DIRECTOR OF GENERAL SERVICES TO SIGN A FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN COUNTY AND CHEVRON USA, INC. TO ALLOW CHEVRON TO PAVE A COUNTY-OWNED DIRT LOT ON CENTER STREET IN THE EAST VILLAGE OF CAMBRIA (APN 013-261-009).
- (2) APPROVE AN OFFER TO DEDICATE FOR PUBLIC SIDEWALKS ON THE SUBJECT PROPERTY, INSTALLED BY CHEVRON USA, INC.
- (3) APPROVE A CONDITIONAL USE PERMIT FOR THE SUBJECT PROPERTY BETWEEN ROBIN COVEY, ROBISHAN INC, AND COUNTY TO ALLOW THE DESIGN AND CIRCULATION OF THE PARKING LOT AS ONE PUBLIC PARKING LOT OVER ADJACENT COUNTY AND PRIVATE PARCELS.

RECOMMENDATION

The Department of General Services recommends your Board approve and authorize the Chairperson to sign the Offer to Dedicate and Conditional Use Permit, direct the Director of General Services to sign the First Amendment to License Agreement with Chevron USA, Inc., and direct the Clerk of the Board to record the Offer to Dedicate and to provide two conforming copies to General Services.

DISCUSSION

The County of San Luis Obispo owns a parcel of land located on Center Street in the East Village of Cambria (APN 013-261-009). The County acquired the property in 1925 to be used for a Public Works road yard. In 1982 in Resolution 82-268, the Board authorized use of the property as a public parking lot, subject to the formation of a Parking District to pave and maintain the property. The Parking District was not formed and the property was never paved, although the lot has continued to be used for public parking. In 1993, the Board signed a Use Permit with the Cambria CSD authorizing them to construct and maintain a restroom on the property.

In 2000, the General Services Director signed a License Agreement (Use Permit) with Chevron USA, Inc. authorizing them to install, maintain, and remove monitoring wells as required by the Regional Water Quality Control Board. The agreement called for the property to be restored to its original, unpaved condition when the monitoring is completed and for all well casings to be removed. Chevron, however, has offered to pave the parking lot and install sidewalks in lieu of removing the well casings, which would be an improvement to the County property. The First Amendment to License Agreement with Chevron USA, Inc. will allow for all subsurface wells and piping to be properly abandoned in place in exchange for Chevron's paving of the County lot, subject to Chevron obtaining a County building permit. Chevron, by separate agreement with Robin Covey, will also be paving the adjacent lot owned by Robin Covey.

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Since separate design of the County parcel and Covey's parcel is not conducive to maximum parking utility, County Planning and Public Works has approved a preliminary design for the two properties to function as one parking lot. Access to parking spaces on the County lot will rely upon public access through the Covey's property. In the Conditional Use Permit, Robin Covey agrees to allow his property to serve as public parking in exchange for credit for the two handicapped parking spots located on the County's property toward ADA parking requirements for Robin's restaurant. The term of the agreement is 10 years, with annual options to extend thereafter. The Offer to Dedicate is required by County Public Works to allow the new sidewalks to be maintained by the County, and will be recorded by the Clerk of the Board after it is signed by the Board.

Several years ago, voluntary parking donations were requested by County Planning from local business owners in an attempt to pave and landscape the County's lot. A fund in the amount of \$6,493 was collected and transferred to the Cambria CSD in anticipation of a future parking district to be formed. The Cambria CSD recently transferred these funds to the Board of Supervisors' Community Project Funds. The money has been reserved solely for this parking lot—primarily for the purpose of landscaping of the parking lot with drought-tolerant landscaping and secondarily for minor maintenance costs of the parking lot. Robin and Shanny Covey have offered to water the plants to get them started. The Conditional Use Permit will authorize them or their employees to do so, as well as to remove trash, if they so desire. A sign will be posted on the County's property stating that the parking lot is not maintained by the County and that use of the lot is at the user's risk.

Although no long-term solution for maintenance of the parking lot paving, striping, landscaping and trash removal has been identified, County Planning has proposed several options: (1) an agreement could be reached between the County and the Cambria CSD, whose restrooms are located on the property (2) a Property-Based Business Improvement District could be formed from the neighboring businesses who benefit from the public parking lot, or (3) an ordinance could be considered adding a fee for new commercial property projects located in the vicinity. In general, the participants involved with this project are anxious to proceed because they do not want to miss the opportunity to finally pave the parking lot, which has been desired by the Cambria East Village business district for several years.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the legal form and effect of the First Amendment to License Agreement, Offer to Dedicate, and Conditional Use Permit. County Public Works has approved the Offer to Dedicate and has agreed to do some related drainage and sidewalk improvement necessitated by this project. County Planning has approved the Conditional Use Permit. County Planning and County Public Works have approved the preliminary design of the parking lot and sidewalk improvements.

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FINANCIAL CONSIDERATIONS

Chevron will fund most costs, but this project will also require approximately \$15,000 in drainage and sidewalk improvements to nearby impacted areas that will be paid from Public Works' road fund. Annual costs for sidewalk and drainage maintenance will be minimal and will be absorbed by Public Works' budget. General Services will pay \$375 to install signs in the new lot. The cost to maintain the County's portion of the parking lot will need to be addressed within the next three years before pavement maintenance will likely be necessary. In accordance with Resolution 82-268, it was not the intention of the Board for the County to assume maintenance costs for this parking lot.

RESULTS

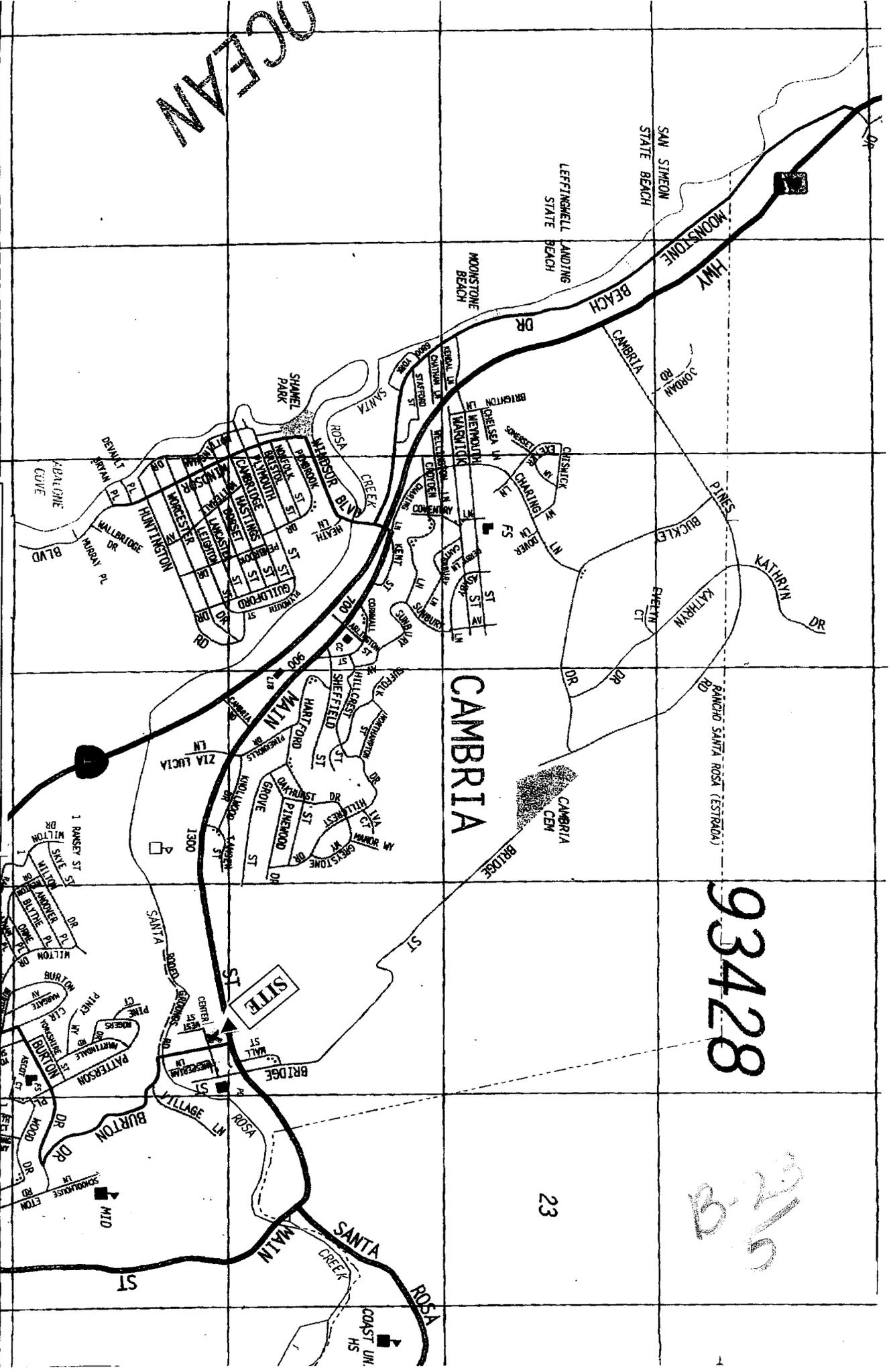
Approval of these three documents will allow Chevron USA, Inc. to pave a County-owned lot (APN 013-261-009) located on Center Street in Cambria. It will allow the County's lot and adjacent private lot to be designed and to function together as one parking lot, and will give parking credit to a nearby restaurant for two handicapped parking spaces on County's property in exchange for public parking access on and through the adjacent private lot. It will also allow the public dedication of the new sidewalks located on the County's lot.

F:\bos\082206\Covey Agmt.

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OCEAN

VICINITY MAP



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FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT is entered into and effective on the date of signing, by and between CHEVRON U.S.A. INC., a Pennsylvania corporation ("*Chevron*"), and COUNTY OF SAN LUIS OBISPO ("*Owner*").

RECITALS

A. Owner and Chevron entered into a License Agreement dated April 5, 2000 ("*Agreement*"), whereby Owner permitted Chevron access to the premises located at 2161 Center Street, Cambria, California (the "*Property*") to conduct any necessary environmental assessment, remediation, and monitoring activities including, but not limited to, installation, inspection, removal, and maintenance operations for any soil or groundwater monitoring wells, remediation systems, or recovery systems.

B. The Property is currently used as a public parking lot.

C. Chevron currently has monitoring wells and remediation piping on the Property in the locations specified on the Site Plan attached hereto as Exhibit "B" and requires continued access to the Property under the Agreement.

D. Chevron, at Owner's request, has agreed to pave the parking lot at Chevron's expense.

E. Under Section 2 (*Term*) of the Agreement, Chevron has the obligation to restore the Property to its original condition, including removing well casings. Because the parking lot will be re-paved, Chevron desires to amend the Agreement to allow for the abandonment in place of the monitoring wells and remediation piping.

F. The parties are willing to amend the Agreement in order to provide for the abandonment of the Wells and Piping.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the terms and conditions set forth in the Agreement, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

//////
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//////
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2. Paragraph 1 (*Rights Granted*) of the Agreement is hereby amended to add the following language:

Chevron, at its expense, shall pave the Property pursuant to the plans and specifications attached hereto as Exhibit "C", which have been reviewed and approved by the County. Prior to commencing the paving, Chevron shall obtain a building permit from the County of San Luis Obispo Planning and Building Department. Chevron shall comply with all terms and conditions of the permit. Should any significant changes occur to the design before or during the paving activities, Chevron shall obtain written approval of the Director of General Services or his designee (hereafter "**Director**"). Chevron shall, two weeks prior to beginning work, post at the Property public notice that the lot will be paved and unavailable for public use during that time. The notice shall include an estimate of dates that the Property will be unavailable for parking. Upon completion of paving, Chevron shall notify Director that said Property is in compliance with its permit and acceptable for public use. Said paving work shall not commence prior to September 5, 2006.

3. Paragraph 2 (*Term*) of the Agreement is hereby deleted and replaced with the following paragraph:

The license granted herein shall commence on the effective date of this Agreement and terminate when the RWQCB determines that such environmental assessments, remediation, and monitoring activities are no longer necessary and the wells and subsurface piping are properly abandoned. Chevron shall be permitted to permanently abandon all subsurface equipment in place, including, but not limited to, remediation piping and monitoring wells, in accordance with the RWQCB's standards. The monitoring well abandonment shall consist of removing the well covers and over-drilling the well to its original total depth and removing all well material. The resulting boring will be backfilled with grout and the asphalt paving will be hot patched. The well abandonment will be performed under approval from the RWQCB and permits from the County of San Luis Obispo Division of Environmental Health. The remediation piping will be abandoned under approval from the RWQCB and will include removing the flexible pump discharge tubing from the 4-inch diameter PVC conduits. The empty conduit will be capped and pressure grouted in place. Chevron agrees to complete any work associated with the permanent abandonment of the wells and subsurface piping within 60 days after the RWQCB and the County notifies Chevron that the well abandonment workplan, permit application, or similar document requesting permission to abandon the wells and/or subsurface piping has been approved.

4. Paragraph 7 (*Notices*) of the Agreement is modified as follows to reflect Chevron's current address:

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To Chevron:

Chevron Environmental Management Company
Retail & Terminal Business Unit
145 S. State College Blvd.
Brea, CA 92821-5818
Attn.: Project Manager, SS # 9-0919
Phone: (714) 671-3371
Fax: (714) 671-3440

5. All other terms and conditions of the Agreement remain the same, and are hereby confirmed and ratified.

IN WITNESS WHEREOF, the parties have duly executed this First Amendment to License Agreement.

OWNER:

COUNTY OF SAN LUIS OBISPO

By: _____
Duane P. Leib,
General Services Director
Date: _____

CHEVRON:

CHEVRON U.S.A. INC.

By: [Signature]
Printed Name: William L. Beck
Title: Assistant Secretary
Date: 8/3/06

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

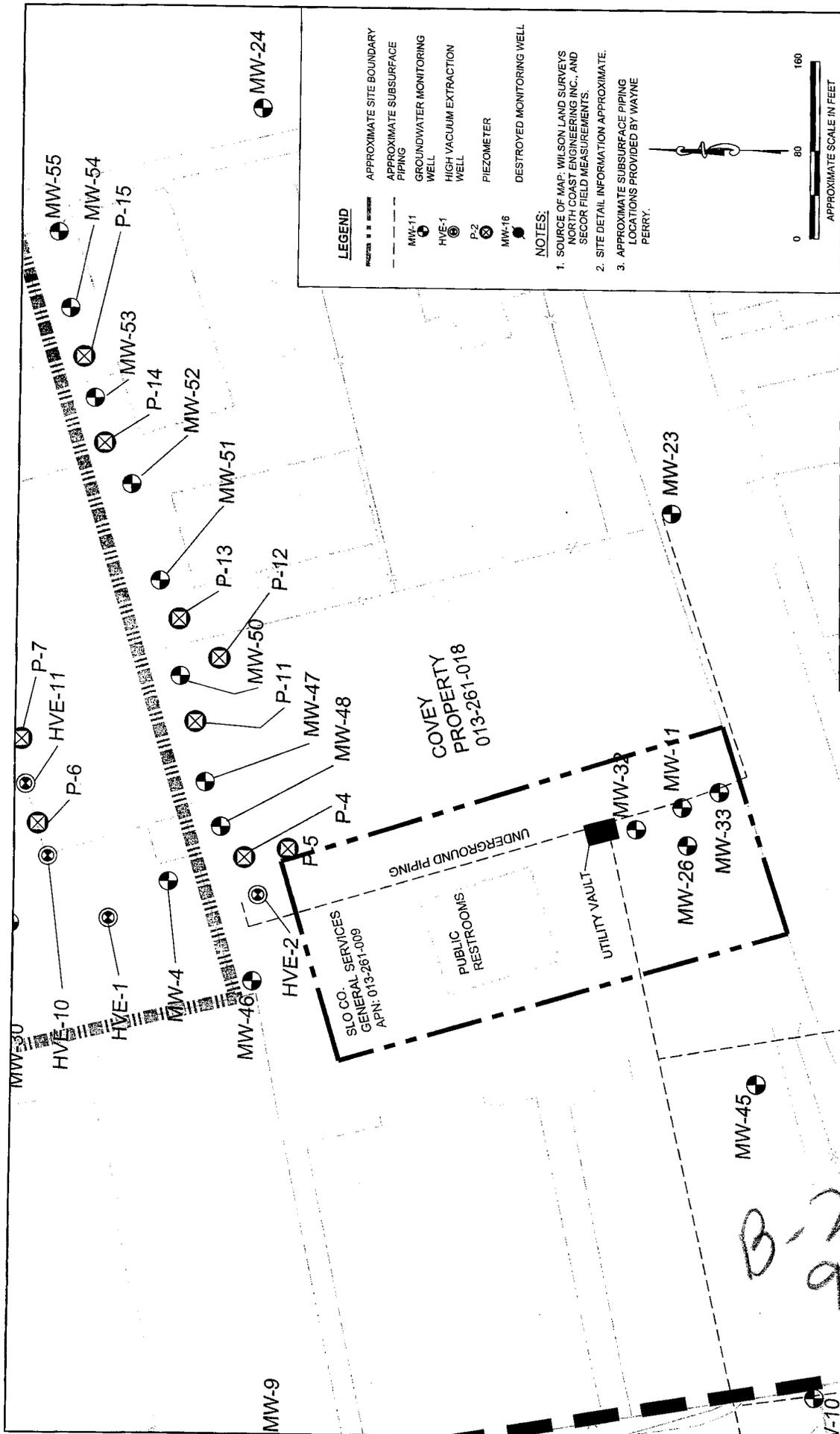
By: [Signature]
Deputy County Counsel
Date: 8/7/06

I, [Signature],
certify that I am the Assistant Secretary of
the Chevron U.S.A. Inc. and I have the
authority to sign this agreement on behalf of
said corporation.

(CORPORATE SEAL)



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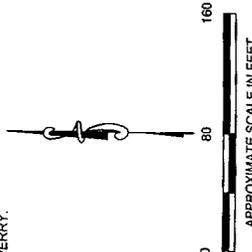


LEGEND

- APPROXIMATE SITE BOUNDARY
- APPROXIMATE SUBSURFACE PIPING
- GROUNDWATER MONITORING WELL
- HIGH VACUUM EXTRACTION WELL
- PIEZOMETER
- DESTROYED MONITORING WELL

NOTES:

1. SOURCE OF MAP: WILSON LAND SURVEYS NORTH COAST ENGINEERING INC. AND SECOR FIELD MEASUREMENTS.
2. SITE DETAIL INFORMATION APPROXIMATE.
3. APPROXIMATE SUBSURFACE PIPING LOCATIONS PROVIDED BY WAYNE PERRY.



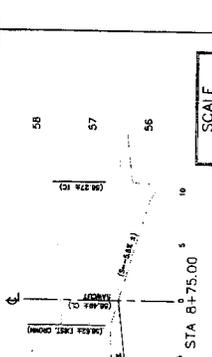
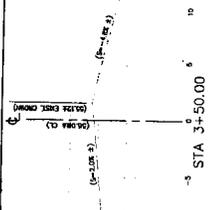
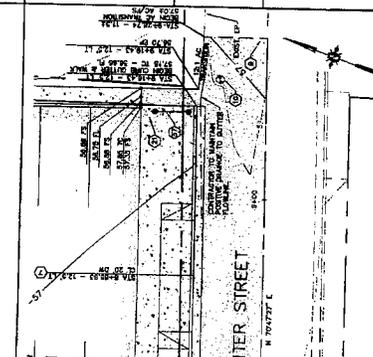
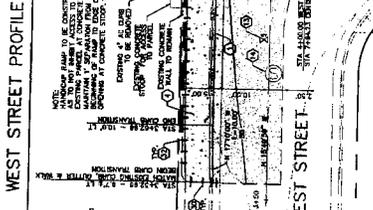
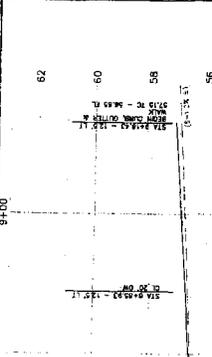
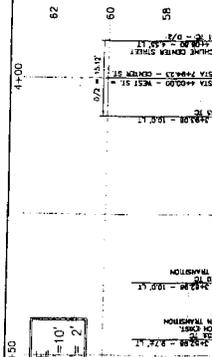
<p>SECOR 3411 EMPRESA DR, SUITE A SAN LUIS OBISPO, CALIFORNIA PHONE: (805) 548-9456-5546 (FAX) A:\cad\2008\chevron\chevron_80519\site_maps\80519_Site_expand_04</p>		<p>FOR: Chevron STATION NO. 9-0919 2194 MAIN STREET CAMBRIDGE, CALIFORNIA</p>	<p>FIGURE: 3</p>
<p>JOB NUMBER: 180110552.00</p>	<p>DRAWN BY: M. LUNA</p>	<p>CHECKED BY: T. PERRY</p>	<p>DATE: 20 MAY 04</p>

EXHIBIT "B"

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CONSTRUCTION NOTES

1. CONCRETE CURB AND IF CUTTER (TYPE A) PER S.D. COUNTY STD.
2. CONCRETE CURB ONLY (TYPE C) PER S.D. COUNTY STD.
3. CONCRETE CURB ONLY (TYPE D) PER S.D. COUNTY STD.
4. CONCRETE CURB ONLY (TYPE E) PER S.D. COUNTY STD.
5. CONCRETE CURB ONLY (TYPE F) PER S.D. COUNTY STD.
6. CONCRETE CURB ONLY (TYPE G) PER S.D. COUNTY STD.
7. CONCRETE CURB ONLY (TYPE H) PER S.D. COUNTY STD.
8. CONCRETE CURB ONLY (TYPE I) PER S.D. COUNTY STD.
9. CONCRETE CURB ONLY (TYPE J) PER S.D. COUNTY STD.
10. CONCRETE CURB ONLY (TYPE K) PER S.D. COUNTY STD.
11. CONCRETE CURB ONLY (TYPE L) PER S.D. COUNTY STD.
12. CONCRETE CURB ONLY (TYPE M) PER S.D. COUNTY STD.
13. CONCRETE CURB ONLY (TYPE N) PER S.D. COUNTY STD.
14. CONCRETE CURB ONLY (TYPE O) PER S.D. COUNTY STD.
15. CONCRETE CURB ONLY (TYPE P) PER S.D. COUNTY STD.
16. CONCRETE CURB ONLY (TYPE Q) PER S.D. COUNTY STD.
17. CONCRETE CURB ONLY (TYPE R) PER S.D. COUNTY STD.
18. CONCRETE CURB ONLY (TYPE S) PER S.D. COUNTY STD.
19. CONCRETE CURB ONLY (TYPE T) PER S.D. COUNTY STD.
20. CONCRETE CURB ONLY (TYPE U) PER S.D. COUNTY STD.
21. CONCRETE CURB ONLY (TYPE V) PER S.D. COUNTY STD.
22. CONCRETE CURB ONLY (TYPE W) PER S.D. COUNTY STD.
23. CONCRETE CURB ONLY (TYPE X) PER S.D. COUNTY STD.
24. CONCRETE CURB ONLY (TYPE Y) PER S.D. COUNTY STD.
25. CONCRETE CURB ONLY (TYPE Z) PER S.D. COUNTY STD.



RECORD DRAWINGS

NO.	DATE	DESCRIPTION
1	11/14/20	ISSUED FOR COUNTY-REQUIREMENTS
2	11/14/20	ISSUED FOR COUNTY-REQUIREMENTS
3	11/14/20	ISSUED FOR COUNTY-REQUIREMENTS
4	11/14/20	ISSUED FOR COUNTY-REQUIREMENTS
5	11/14/20	ISSUED FOR COUNTY-REQUIREMENTS

Cannon ASSOCIATES
 1000 S. G ST. SUITE 100
 CAMBRIDGE, CA 95923
 TEL: (916) 441-1111
 FAX: (916) 441-1112
 WWW.CANNONASSOCIATES.COM

Cambria Parking Lot Repaving

PUBLIC IMPROVEMENTS

DISCOUNT COUNTY OF CALIFORNIA
 PROJECT NO. 000231
 PROJECT NAME: CAMBRIA PARKING LOT REPAVING
 DATE: 11/14/20

Cambria Parking Lot Repaving

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 PROJECT NO. 000231
 PROJECT NAME: CAMBRIA PARKING LOT REPAVING
 DATE: 11/14/20

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RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Clerk of the Board of Supervisors
County of San Luis Obispo
1055 Monterey Street
San Luis Obispo, CA 93408

APN 013-261-009

**IRREVOCABLE AND PERPETUAL
OFFER TO DEDICATE**

THIS OFFER TO DEDICATE, made the ____ day of _____, 2006, by the County of San Luis Obispo, a public entity located in the County of San Luis Obispo, State of California, hereinafter termed Offeror:

WHEREAS, said Offeror desires to make an Offer to Dedicate, irrevocably, to the public, an easement for public pedestrian access purposes, which offer may be accepted at any time by any governmental entity which has the power to establish, construct and maintain roads and sidewalks.

NOW, THEREFORE, said Offeror covenants and promises as follows:

1. That said Offeror is the owner of the following interest described below:

“Commencing at a point on the Northerly line of Center Street one hundred and fifty (150) feet Southwesterly from the Westerly corner of Lee Street and Center Street (said Lee Street being fifty (50) feet wide); thence Southwesterly along said line of Center Street forty two and one half (42 ½) feet more or less to a small ten foot alley; thence N. 16° W. along said alley one hundred (100) feet to Proctor Lane; thence Northeasterly along Proctor Lane forty two and one half (42 ½) feet more or less; thence S. 16° E. parallel with Lee Street one hundred (100) feet to the place of the beginning and designated on Forrestors plat of said Town as Lot No. six (6) of Block “B”, less a small potion on the East corner of said lot for the purpose of rounding the connection of the small alley aforesaid with the Proctor Lane.”

2. That said Offeror does hereby irrevocably and in perpetuity offer to such governmental entity a dedication of a public pedestrian access easement for public sidewalk purposes and incidental uses upon the following described property:

A strip of land of variable width lying between the BACK OF
SIDEWALK and the center line of the adjacent road(s) as shown on the

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sketch "Pedestrian Access Easement" and further described in Exhibits A" and B attached hereto and made a part hereof.

3. That until such time as the above offer of dedication is accepted by such a governmental entity, all owners of property contiguous to the above described access easement shall have the right to use of said access easement.

4. That said Offeror agrees that said offer of dedication shall be irrevocable and that such a government entity may, at any time in the future, accept said offer of dedication of the public pedestrian access easement.

5. That said Offeror agrees that this irrevocable and perpetual Offer to Dedicate is and shall be binding on his heirs, legatees, successors and assignees.

IN WITNESS WHEREOF, this Offer to Dedicate is hereby executed by the said Offeror on the day and year first above written.

IN WITNESS WHEREOF, Offeror has executed this Agreement on the day and year first hereinabove set forth.

APPROVED AS TO FORM AND LEGAL EFFECT:

COUNTY OF SAN LUIS OBISPO

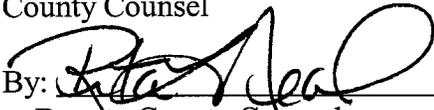
By: _____
Chairperson of the Board of Supervisors

Approved by the Board of Supervisors on this _____, 2006

ATTEST:

Clerk of the Board of Supervisors

JAMES B. LINDHOLM, JR.
County Counsel

By:  _____
Deputy County Counsel

Date: 8/3/06

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STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)

On _____, 2006 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 executed the same in his authorized capacities, and that by
his 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

By: _____

Deputy County Clerk-Recorder

(SEAL)

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Exhibit A
Offer of Dedication for sidewalk easements
Legal Description

A portion of that parcel of land described in the document recorded on the 6th of March 1876, in Book H, Page 358, of Deeds as filed in the office of the county recorder of San Luis Obispo County, State of California. Being more particularly described as follows:

Commencing at the southeasterly corner of said parcel of land per H-Deeds-358, also being the southwesterly corner of a 10-foot wide alley called Proctor Lane, as shown on that Record of Survey map record may 16th, 1995, in book 72, page 45, as filed in the office of the county recorder of said County;

Thence, northerly along the easterly boundary of said parcel and the westerly boundary of the right of way of said Proctor Lane, North 16°40'37" West, 10.01 feet;

Thence, leaving said easterly line and right of way and running parallel with the northerly boundary of the Center Street right of way, South 70°25'04" West, 6.11 feet;

Thence, South 9°24'04" West, 5.46 feet;

Thence, South 70°47'27" West, 4.21 feet, to the easterly boundary of that parcel of land described in document #30915 and recorded on the 29th of July 1982, in Book 2422, Page 4, of Official Records, as filed in the office of the county recorder of said county and the **True Point of Beginning**;

Thence, continuing, South 70°47'27" West, 1.14 feet, to the beginning of a tangent 27' radius curve, concave southeasterly;

Thence, southwesterly along said curve, a distance of 17.32 feet, through a central of 36°44'54" to the northerly boundary of Center Street right of way, as shown on said Record of Survey map;

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Thence, along said northerly boundary, North 70°25'04" East, 17.00 feet, to said easterly boundary of said parcel of land described in document #30915;

Thence, northerly along the easterly boundary of said parcel, North 16°02'04" West, 5.26 feet to the **Point of Beginning**.

Containing 63 square feet.

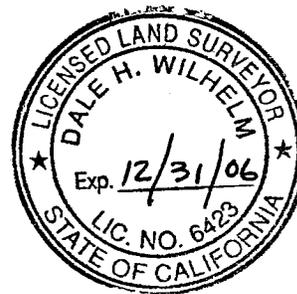
Along with included "Exhibit B"

Dale Wilhelm

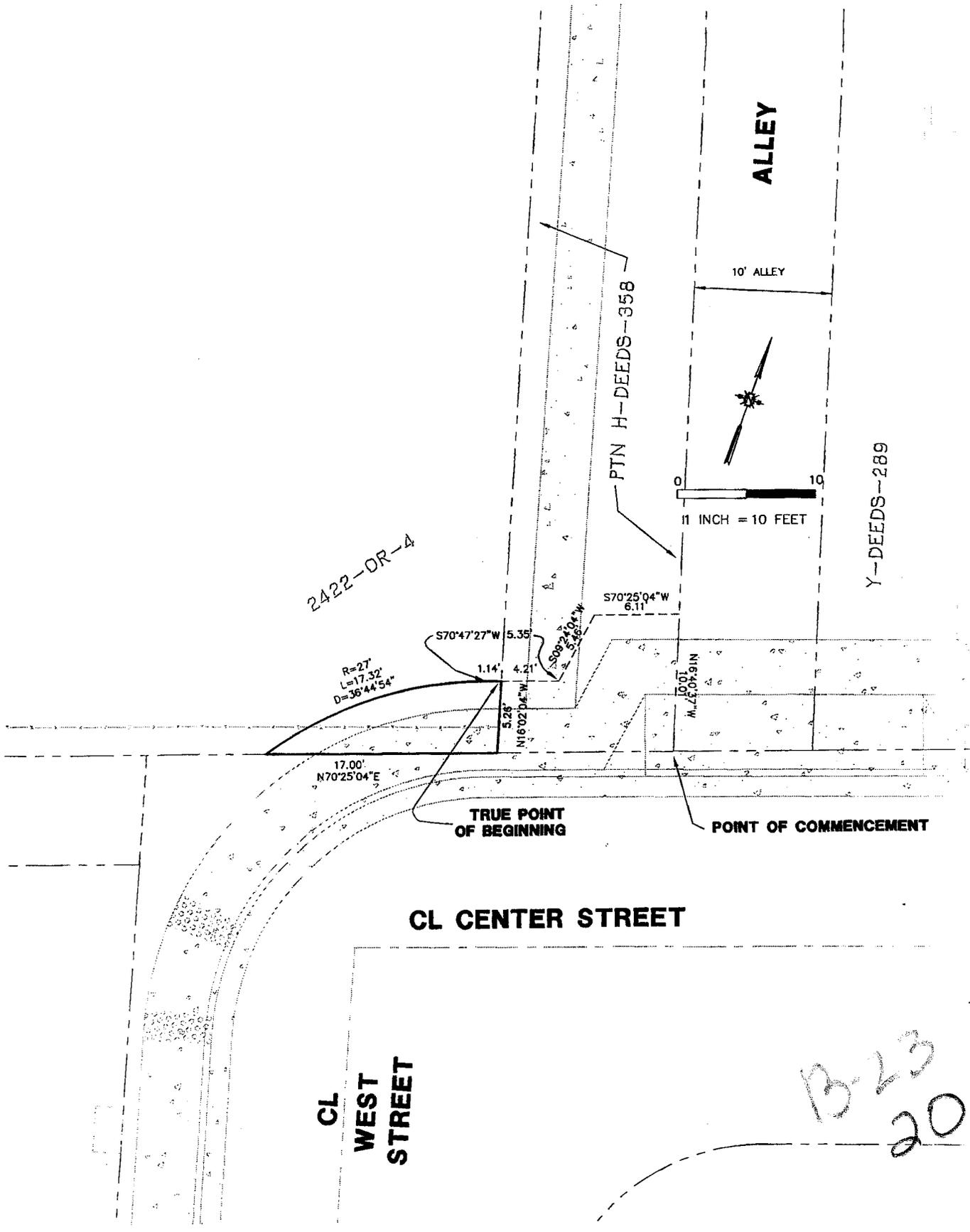
4/21/04

Dale Wilhelm, LS 6423

Expires 12/31/06



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2422-OR-4

PTN H-DEEDS-358

ALLEY

Y-DEEDS-289

R=27'
L=17.32'
D=36°44'54"

S70°47'27"W 5.35'
1.14'
4.21'
S89°21'04"W 5.86'
N16°02'D...W 5.26'

S70°25'04"W 6.11'

17.00'
N70°25'04"E

10' ALLEY
11 INCH = 10 FEET

TRUE POINT OF BEGINNING

POINT OF COMMENCEMENT

CL CENTER STREET

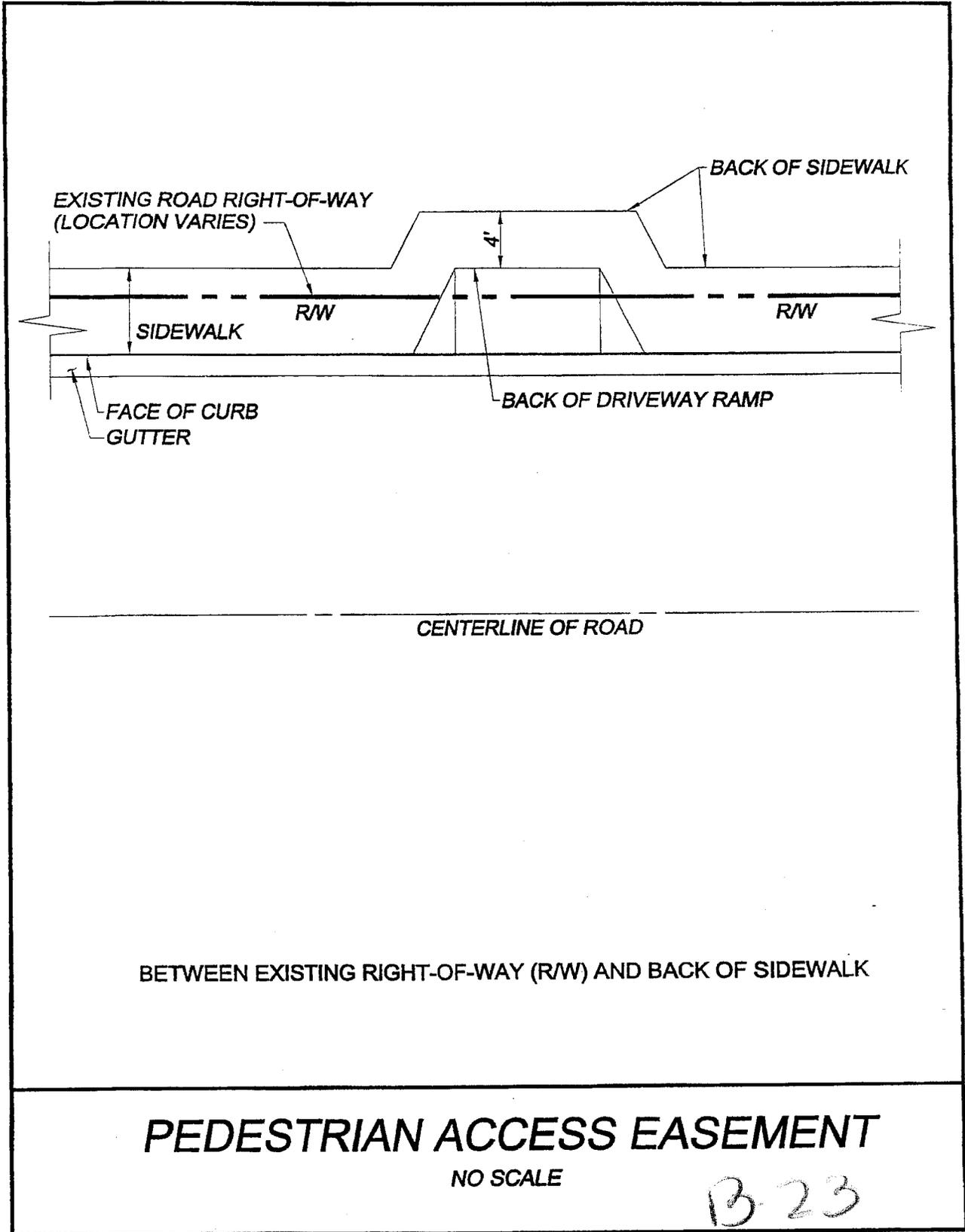
CL WEST STREET

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Cannon
ASSOCIATES
ENGINEERS
PLANNERS
SURVEYORS
304 Pacific Street
San Luis Obispo, CA 93401
(805) 344-7407

THIS DOCUMENT WAS PREPARED BY CANNON ASSOCIATES (CA) AS AN INSTRUMENT OF PROFESSIONAL SERVICE AND SHALL REMAIN THE PROPERTY OF CA. THE RECIPIENT MAY MAINTAIN COPIES FOR INFORMATION AND REFERENCE IN CONNECTION ONLY WITH THIS SPECIFIC PROJECT. FURTHER, THE RECIPIENT RECOGNIZES THAT CHANGES OR MODIFICATIONS TO CA INSTRUMENTS OF PROFESSIONAL SERVICE INTRODUCED BY ANYONE OTHER THAN CA MAY RESULT IN ADVERSE CONSEQUENCES WHICH CA CAN NEITHER PREDICT NOR CONTROL. ACCEPTANCE OF THE DELIVERY OF THIS DOCUMENT CONSTITUTES AGREEMENT TO THESE TERMS AND CONDITIONS.

EXHIBIT B		
A PORTION OF 2422-OR-004		
DRAWN BY: DHW	CHECKED BY: PXR	DATE: 4/19/04



SAN LUIS OBISPO COUNTY CONDITIONAL USE PERMIT

THIS PERMIT is made and entered into by and among the County of San Luis Obispo, a public entity in the State of California (hereinafter "County") and Robin Covey and Robishan, Inc., (hereinafter "Permittee"). County and Permittee hereby agree as follows:

1. **Premises:** The Premises consist of two (2) paved handicapped parking spaces located on County real property in Cambria, CA as shown in Exhibit "A" attached hereto and incorporated herein by reference, hereinafter "Premises". The two handicapped spaces are a portion of County property described as Parcel 1 in Exhibit "B", APN 013-261-009, commonly known as the Cambria East Village Parking Lot. Parcel 1 is adjacent and contiguous to property owned by Robin Covey and described as Parcel 2 in Exhibit "B" (APN 013-261-018).

2. **Use:** County hereby gives non-exclusive use of the Premises to Permittee for the purpose of public parking. Parking in the two (2) handicapped spaces shall be made available to the public and shall not be limited to patrons of the restaurant.

County agrees that, during the term of this agreement, the two (2) handicapped parking spaces shall be credited as Off-Site Parking with regards to Planning and Zoning requirements serving the business owned by Robishan, Inc., currently operating as Robin's Restaurant, that is located at 4095 Burton Drive, Cambria, CA. on real property leased by Robishan, Inc. from owner Robin Covey (described as Parcel 3 in Exhibit "B", APN 013-262-006).

Permittee is also hereby authorized access to the entire property described as Parcel 1, with the exclusion of the restroom owned and maintained by the Cambria Community Services District, for the sole purpose of watering and maintaining the landscaping and removing trash on the County's lot. Permittee shall be under no obligation to water or maintain the landscape or remove trash for the County's lot. Neither party shall have any obligation to pave, resurface, stripe, clean, trim landscaping or otherwise maintain the parking lot located on either Parcel 1 or Parcel 2. In accordance with Resolution #82-268 dated July 6, 1982, it is the intention of the County Board of Supervisors that Parcel 1 may be used for general public parking provided that maintenance is administered by a Special District formed for this purpose.

Permittee does not assume any liability for the public use of the restroom facility on Parcel 1.

Except as otherwise stated in this permit, Permittee may not use any area outside the Premises without the advance written consent of the Director of General Services ("Director").

3. **Term:** The term of this Permit shall commence upon completion of the paving project by Chevron U.S.A. and shall expire on May 30, 2016. The term of this agreement shall thereafter be automatically extended for successive one-year periods unless either party gives written notice to the other of its intent to terminate this agreement within ninety (90) days of the termination date. The parties agree that they will continue to seek a solution regarding maintenance of the parking lot improvements on Parcels 1 and 2. If a solution for maintenance cannot be determined, Permittee may terminate this agreement upon thirty (30) days written notice to the County.

4. **Compensation:** In lieu of compensation to the County, Permittee shall allow access to the County and to the public to and through Parcel 2. Such access is necessary in order to

increase the number of public parking spaces available and to provide for vehicular circulation on both Parcel 1 and Parcel 2. Both parties agree that parking on both Parcels 1 and 2 shall be made available to the public and shall not be limited to patrons of Robin's Restaurant or any other business.

5. **Insurance:** Permittee shall obtain and maintain for the entire term of the Use Permit insurance complying with the provisions of this paragraph, and deliver a copy of the insurance certificate for each insurance policy to the County. Said policies shall be issued by companies authorized to do business in the State of California. Permittee shall maintain said insurance in force at all times. The following coverage with the following features shall be provided:

A. **Commercial Liability Insurance:** Permittee shall maintain in full force and effect for the period covered by this Use Permit, commercial liability insurance. This insurance shall include, but shall not be limited to, comprehensive general and automobile liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Permittee's operations in the performance of this Use Permit, including, without limitation, acts involving vehicles. The policy shall provide not less than single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage in the total amount of One Million Dollars (\$1,000,000). The following endorsements must be attached to the policy:

- (1) If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".
- (2) The policy must cover personal injury as well as bodily injury.
- (3) Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.

B. **Workers' Compensation Insurance:** In accordance with the provisions of sections 3700 et seq., of the California Labor Code, if Permittee has any employees, Permittee is required to be insured against liability for workers' compensation or to undertake self-insurance. Permittee agrees to comply with such provisions before commencing the performance of this Use Permit.

C. **Certification of Coverage:** Prior to commencing work under this Use Permit, Permittee shall furnish County with the following for each insurance policy required to be maintained by this Use Permit:

- (1) A copy of the Certificate of Insurance shall be provided. The certificate of insurance must include a certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.
- (2) A Workers' Compensation certificate of insurance must be provided.
- (3) Upon written request by the County, the Permittee shall provide a complete insurance policy.

6. **Indemnification:** Permittee shall defend, indemnify and hold harmless the County, its officers and employees from any and all claims and demands, costs, expenses, judgments, attorney fees, liabilities, or other losses that may be asserted by any person or entity that arise out of or in connection with this permit or the acts or omissions relating to the performance by Permittee of any duty, obligation, or work pursuant to this permit. This indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees. County shall defend, indemnify and hold harmless the Permittee, its officers and

employees from any and all claims and demands, costs, expenses, judgments, attorney fees, liabilities, or other losses that may be asserted by any person or entity that arise out of the acts or omissions relating to the performance by County of any duty, obligation, or work with respect to the Premises. This indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the Permittee, its officers and employees.

7. **Environmental Matters/Covenants Regarding Hazardous Materials:** Permittee shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations ("Hazardous Materials Laws") relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, UREA formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "hazardous wastes," "hazardous materials" or "TOXIC SUBSTANCES" under such laws, ordinance or regulations (collectively, "Hazardous Materials").

Permittee shall, except in the event of County's sole negligence, indemnify, defend, protect, and hold County, each of County's officers, directors, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by:

A. The presence in, on, under or about the Premises or discharge in or from the premises of any Hazardous Materials or Permittee's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials, to, in, on, under, about or from the Premises, or

B. Permittee's failure to comply with any Hazardous Materials Law. Permittee's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith caused by Permittee and shall survive the expiration or earlier termination of the term of the Use Permit. For purposes of the release and indemnity provisions hereof, any acts or omissions of County, or by employees, agents, assignees, Contractors or Subcontractors of County or others acting for or on behalf of County (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to County.

8. **Assignment Prohibition:** The rights and privileges granted to Permittee hereunder are not assignable, and any assignment or attempted assignment is void without prior written consent by the Director first had and obtained; provided, however, Permittee may assign its rights hereunder to any successor owner of any business located at 4095 Burton Drive, Cambria, CA. Such request for assignment shall not be unreasonably withheld provided the Assignee is a successor owner of Parcels 2 and 3 and of the business located on Parcel 3.

9. **Notice:** All notices, demands, or communication in connection with this Permit may be served upon County or Permittee by personal service or by mailing the same in the United States Mail, postage prepaid, and directed as follows:

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County at: County of San Luis Obispo
Department of General Services
1087 Santa Rosa
San Luis Obispo, CA 93408
Attn: Real Property Manager

Permittee at: Robin Covey
489 High Street
San Luis Obispo, CA 93401

And to: Robishan, Inc.
4095 Burton Drive
Cambria, CA 93428

10. **Compliance:** Permittee agrees and promises that it will comply with and observe any and all statutes, ordinances, rules and regulations of the Federal, State, Municipal, County or other public authority, and as amended. County reserves the right at any time to make such reasonable regulations as in its judgment may from time to time be necessary for the safety, care, and cleanliness of the premises, and for the preservation of good order therein, and Permittee hereby agrees to strictly comply therewith.

11. **Possessory Interest:** Permittee recognizes and understands that this Use Permit may create a possessory interest subject to property taxation and that Permittee will be subject to payment of taxes levied on such interest.

12. **Status:** Permittee shall during the entire term of the Use Permit, be construed to be an independent Contractor, and shall in no event be construed to be an employee of County.

13. **Waiver:** Permittee hereby waives any and all claims for damages that may be caused by County in re-entering and taking possession of the Premises as herein provided, and all claims for damages that may result from the destruction of or injury to the Premises thereby, and all claims for damages to or loss of such property belonging to the Permittee as may be in or upon the Premises at the time of such re-entering. Permittee hereby also waives any and all claims against the County for loss or damages to any property of Permittee from any cause arising at any time.

County hereby waives any and all claims for damages that may be caused by Permittee in re-entering and taking sole possession of the Parcel 2 as herein provided, and all claims for damages that may result from the destruction of or injury to the Premises thereby, and all claims for damages to or loss of such property belonging to the Permittee as may be in or upon the Parcel 2 at the time of such re-entering. County hereby also waives any and all claims against the Permittee for loss or damages to any property of County from any cause arising at any time.

14. **Closure:** At any time should an occurrence necessitate the closing of the Premises, Permittee shall have no recourse by law to County for losses incurred. At any time should an occurrence necessitate the closing of the Parcel 2, County shall have no recourse by law to Permittee for losses incurred.

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15. **Employees of Permittee:** All employees, agents and assignees of Permittee shall be licensed when required by law. All such employees, agents, and assignees shall be employees, agents, or assignees of Permittee only and shall not in any instance be, or construed to be, employees, agents or assignees of County.

16. **Venue:** This Permit has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Permit, shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

17. **Severability:** The invalidity of any provision of this Use Permit shall not affect the validity, enforceability or any other provision of this Use Permit.

18. **Entire Agreement and Modifications:** This Use Permit supersedes all previous Use Permits and constitutes the entire understanding of the parties hereto. Permittee shall be entitled to no other benefits than those specified herein. No changes, amendments, or modifications shall be effective unless in writing and signed, in advance of the effective date of the change, amendment or modification, by both parties. Permittee specifically acknowledges that in entering into this Use Permit, Permittee relies solely upon the provisions contained in the Use Permit and no other Use Permit or oral discussions prior to entering this Use Permit.

19. **Binding on Successors and Assigns:** The terms, conditions and covenants of this Permit shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns.

/////////////////////////////////NOTHING FURTHER PAST THIS POINT/////////////////////////////////

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IN WITNESS WHEREOF, the parties have duly executed this Use Permit.

COUNTY OF SAN LUIS OBISPO:

By: _____
Chairperson of the Board of Supervisors

Approved by the Board of Supervisors this
____ day of _____, 2006.

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: *James Lindholm, Jr.*
Deputy County Counsel

Date: 7/27/06

PERMITEES:

Robin Covey
Robin Covey

Date: 7-26-06

Robishan, Inc.

By: *Shia Nie Mok-Covey*
Shia Nie Mok-Covey, President

Date: 7/26/06

Corporate Certificate

Shia Nie Mok-Covey, certify that I
am the Secretary of the Corporation named in the
foregoing Conditional Use Permit; that **Shia Nie Mok-
Covey**, who signed said Conditional Use Permit on
behalf of the corporation, was then **President** of said
Corporation; and said Conditional Use Permit was
duly signed for and on behalf of said Corporation by
authority of its governing body and is within the scope
of its corporate powers.

Shia Nie Mok-Covey

(CORPORATE SEAL) Secretary

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EXHIBIT "B"
Page 1 of 2

Description of Parcel 1 (APN 013-261-009) owned by County of San Luis Obispo:

Commencing at a point on the Northerly line of Center Street one hundred and fifty (150) feet Southwesterly from the Westerly corner of Lee Street and Center Street (said Lee Street being fifty (50) feet wide); thence Southwesterly along said line of Center Street forty two and one half (42 ½) feet more or less to a small ten foot alley; thence N. 16° W. along said alley one hundred (100) feet to Proctor Lane; thence Northeasterly along Proctor Lane forty two and one half (42 ½) feet more or less; thence S. 16° E. parallel with Lee Street one hundred (100) feet to the place of the beginning and designated on Forrester's plat of said Town as Lot No. six (6) of Block "B", less a small portion on the East corner of said lot for the purpose of rounding the connection of the small alley aforesaid with the Proctor Lane."

Description of Parcel 2 (APN 013-261-018) owned by Robin Covey:

A parcel of land in the County of San Luis Obispo, State of CA, being the land described in the deed to James D. Campbell, recorded 9/20/1876 in Book 1, Page 114, Deeds in the Office of the County Recorder of said County described as follows:

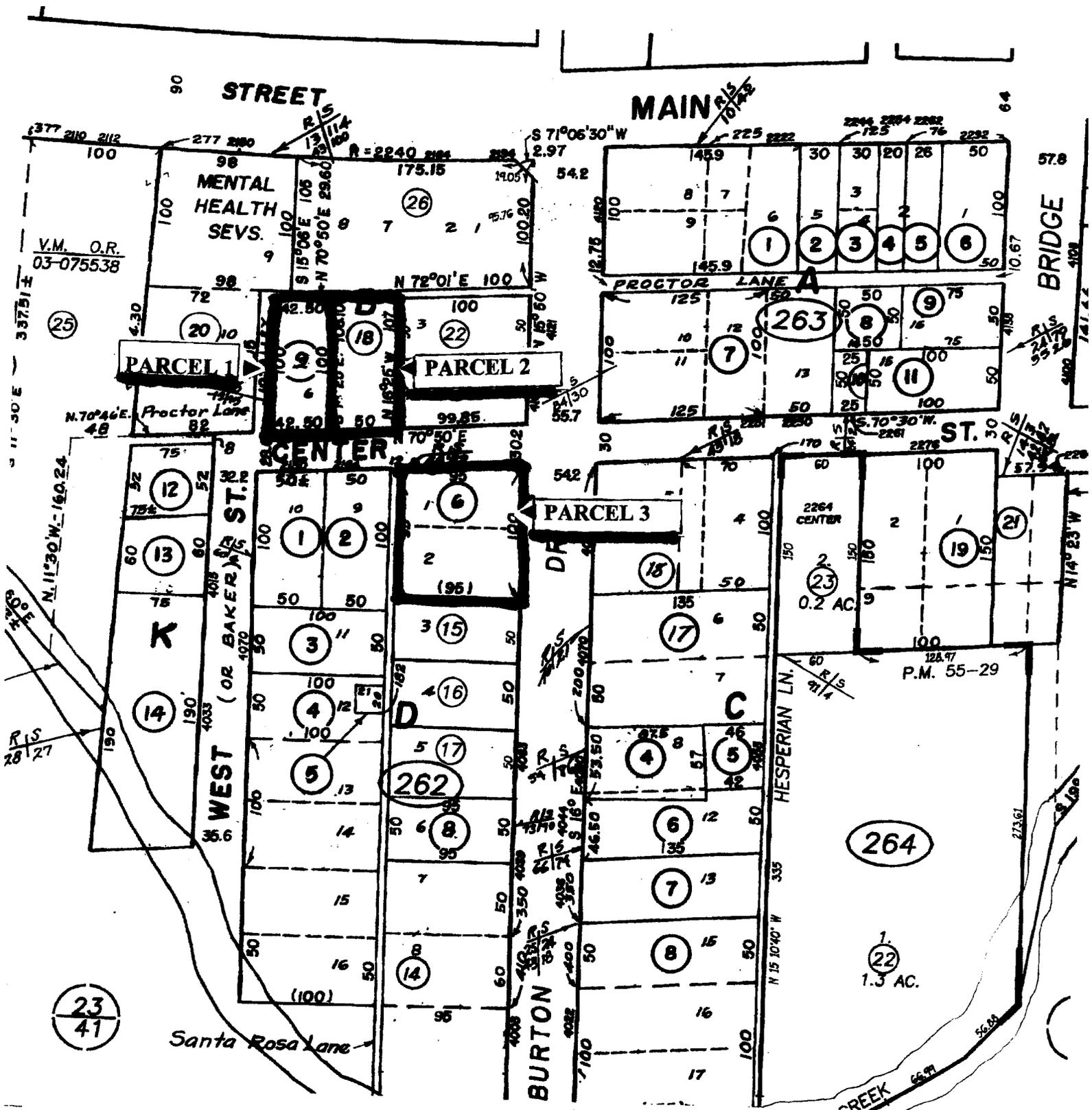
"Commencing at a point on the Northerly line of Center Street, 100 feet Southwesterly from the West corner of Lee and Center Streets (said Lee Street being 50 feet wide;
Thence North 16 degrees West, parallel with line of Lee Street, 100 feet to Proctor Lane;
Thence Southwesterly along Proctor Lane, 50 feet;
Thence South 16 degrees East, parallel with Lee Street 100 feet to the line of Center Street;
Thence Northeasterly along Center Street, 50 feet to the point of beginning and designated in Forrester's plat of said Town as Lot No. 5 of Block B.

Description of Parcel 3 (APN 013-262-006) owned by Robin Covey and leased by Robishan, Inc.:

"Lots 1 and 2 in Block D of the Town of Cambria in the County of San Luis Obispo, State of California, according to plat of said town made by P. A. Forrester, said Lots are bounded and described as follows:

Beginning at a point formed by the intersection of the Southerly line of Center Street with the Westerly line of Lee Street:
Thence Southerly and along the Westerly line of Lee Street, 100 feet
Thence at right angles Westerly, 95 feet
Thence at right angles Northerly and parallel with Lee Street, 95 feet to the Southerly line of Center Street
Thence Easterly along the Southerly line of Center Street, 95 feet to the point of beginning."

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