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SAN LUIS OBISPO COUNTY
DEPARTMENT OF PLANNING AND BUILDING

VICTOR HOLANDA, AICP
DIRECTOR

COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING AND BUILDING
OFFICE MEMORANDUM

DATE: March 6, 2006

TO: Subdivision Review Board

FROM: Stephanie Fuhs, Current Planning

SUBJECT: Monteiro parcel map CO 04-0502

Attached please find the recorded agreement affecting real property for the parcel under consideration for Parcel Map CO 04-0502. If you need a copy of the previous staff report for this project, please let me know and I will provide you with one.

The agreement states that future development on this parcel shall be limited to two residential units whether the development is on the current parcel or on a subsequent parcel through subdivision of the parent parcel. Since there is one existing residence on the parcel, the agreement would limit future development to one additional residence (or one additional parcel) instead of the three parcels being requested with the current parcel map (with two additional residences allowed).

At the January 9, 2006 hearing, the Subdivision Review Board directed staff to review previous subdivisions along Grell Lane to determine if the County required a limitation on density with any of the previous approvals.

Staff reviewed the findings and conditions of approval for Tract 1394, Parcel Map CO 84-040 and Lot Line Adjustment COAL 96-073 and found no requirement from the County limiting density or number of dwelling units on this site.

Because the agreement was not required as part of a County land use permit or subdivision application, but entered into between parties along Grell Lane to limit development along this portion of the road, staff is recommending that the Subdivision Review Board approve the tentative parcel map as shown in the staff report prepared for the January 9 2006 hearing subject to the findings and conditions contained in the report.

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Recording Requested by and when recorded mail to:

Charles and Lisa Nichols
2695 Grell Lane
Oceano, CA 93445

APN: 62-302-15

JULIE RODEWALD
San Luis Obispo County – Clerk/Recorder
Recorded at the request of
Public

SR
7/09/2002
8:41 AM

DOC#: 2002055386

Titles: 1 Pages: 7

Fees	25.00
Taxes	0.00
Others	0.00
PAID	$25.00

AGREEMENT AFFECTING REAL PROPERTY

This Agreement, entered into this 10th day of June 1996 by and between GUDRUN LENDROP GRELL, as Trustee of THE GUDRUN L. GRELL REVOCABLE TRUST (GRELL), CHARLES P. NICHOLS and LISA K. NICHOLS (NICHOLS), and GRELL CO-HOUSING GROUP, INC. (CO-HOUSING):

1. NICHOLS each agree forthwith to execute, and cause to be executed, in recordable form the document entitled "Amended and Restated Declaration Establishing Conditions and Restrictions on Subdivision of Real Property", attached hereto marked Exhibit "A" and incorporated herein.

2. In consideration thereof, GRELL and CO-HOUSING agree to participate and cooperate in a lot line adjustment between property owned by GRELL described as Lot 4, Tract 1394, San Luis Obispo County, and NICHOLS' property described as Lot 5 of said Tract 1394. The adjustment shall be as follows:

The most easterly line of Lot 4 shall be moved westerly and be parallel with the existing residence on Lot 4, but no closer to it than 8.8 feet. The northerly property line between Lot 4 and 5 shall be moved 5.33 feet (more or less) northerly. It is acknowledged that such adjustment will result in an additional 1,349.86 feet being added to Lot 5 and deleted from Lot 4, and will maintain legal Lot status for Lot 4 under County lot size

requirements. This adjustment of lot lines shall take place after recordation of the amended declaration referred to in Paragraph 1. CO-HOUSING shall deposit twenty thousand dollars ($20,000.00) into an escrow account. The funds in this account will be used to pay the necessary fees and expenses to complete the lot line adjustment. Upon recordation of the lot line adjustment, the remaining escrow account funds will be returned to CO-HOUSING. In the event that the lot line adjustment is not completed within one year from the date of this Agreement, then the remaining escrow account funds will be dispersed to NICHOLS. In the event that the NICHOLS do not reasonably cooperate in the lot line adjustment, the remaining escrow account funds will be returned to CO-HOUSING. GRELL shall not have any monetary or other responsibility to either NICHOLS or CO-HOUSING withe respect to the lot line adjustment other than to cooperate therein per the terms of this Agreement. No consideration shall be required to be paid by NICHOLS for the additional land to be acquired under the lot line adjustment.

3. NICHOLS shall have a right of first refusal to purchase Lot 4 of Tract 1394 in the event that GRELL or her successors determine to sell said Lot. The procedure for such right of first refusal shall be as follows:

GRELL shall give to NICHOLS written notice of the proposed price and terms for the sale of Lot 4, together with an appraisal or other market data supporting the same. NICHOLS may either (a) accept the offer, (b) reject the offer, or (c) provide GRELL with a counter-offer supported by appraisal or other market data. Such acceptance, rejection or counter-offer shall occur within thirty (30) days of the offer, time being absolutely of the

essence as to said time limit. If NICHOLS should counter-offer GRELL'S offer, and if NICHOLS and GRELL cannot then agree on the price and/or terms of sale, the same shall be resolved by binding arbitration by a neutral arbitrator appointed by the Pismo Coast Board of Realtors or, if they shall fail to assume jurisdiction, by the San Luis Obispo County Superior Court under the Judicial Arbitration Rules of the Code of Civil Procedure. The arbitration shall be held within sixty (60) days after arbitration is requested.

This Agreement shall not be deemed to prevent the parties from voluntarily agreeing to a sale of Lot 4 to NICHOLS at any time.

A memorandum of NICHOLS right of first refusal shall be recorded. If GRELL'S offer is not accepted by NICHOLS as provided in this Section, NICHOLS' right of first refusal shall terminate, and NICHOLS shall forthwith execute and deliver to GRELL in recordable form, a quitclaim deed releasing all of their rights of first refusal as to Lot 4

4. GRELL agrees that her property described as Parcel 4 of Parcel Map CO-84-80 Book 37 page 94 shall be limited in development to two residential units. Such development may be either in the form of subdivision and development of said Lot, or the addition of one new structure within the current area of said Lot.

5. NICHOLS may construct a garage and upstairs dwelling unit on Lot 5, but may not construct an additional separate dwelling on Lot 5.

6. Notwithstanding the provision in the attached instrument stating that vehicular access to subdivided lots be provided by streets other than Grell Lane, Nichols acknowledges and agrees that Grell Lane may be used for emergency access, only, to and from Lots 19, 20, 21, 30, and 31 of Tract 12, also known as the Co-Housing Project. CO-HOUSING, agrees

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that residents of the Grell Co-Housing project may not use Grell Lane for pedestrian or vehicular access to Elm Street, that it will make this restriction part of its operating rules, and that it will take reasonable measures to enforce the same. Any modification to such rules as to the use of Grell Lane shall require NICHOL'S prior approval.

7. This Agreement shall be binding upon and shall inure to the benefit of each of the parties and their respective heirs, grantees, successors and assigns.

8. In the event of litigation arising under this Agreement or any of its terms, the prevailing party shall be entitled to an award of attorneys' fees.

Gudrun L. Grell Revocable Trust

Gudrun Lendrop Grell, Trustee

GUDRUN LENDROP GRELL, Trustee

CHARLES P. NICHOLS

LISA K. NICHOLS

GRELL CO-HOUSING GROUP, INC.

By: _____
RICHARD LOBDILL, President

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT No. 5907

State of California

County of San Luis Obispo

On June 10, 1996 (DATE) before me, Patricia L. Emerson, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"),

personally appeared Gudrun Lendrop Grell---------- (NAME(S) OF SIGNER(S)),

[x] 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.

PATRICIA L EMERSON
Commission #1079163
Notary Public — California
San Luis Obispo County
My Comm. Expires Dec 3, 1999

WITNESS my hand and official seal.

Patricia L. Emerson
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

[XX] INDIVIDUAL
[ ] CORPORATE OFFICER

_____ TITLE(S)

[ ] PARTNER(S) [ ] LIMITED [ ] GENERAL
[ ] ATTORNEY-IN-FACT
[ ] TRUSTEE(S)
[ ] GUARDIAN/CONSERVATOR
[ ] OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

_____

DESCRIPTION OF ATTACHED DOCUMENT

Agreement Affecting Real Property
TITLE OR TYPE OF DOCUMENT

Four
NUMBER OF PAGES

June 10, 1996
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT No. 5907

State of California

County of San Luis Obispo

On June 10, 1996 (DATE) before me, Patricia L. Emerson, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"),

personally appeared Charles P. Nichols and Lisa K. Nichols---------- (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.

PATRICIA L. EMERSON
Commission #1079163
Notary Public — California
San Luis Obispo County
My Comm. Expires Dec 3, 1999

WITNESS my hand and official seal.

Patricia L. Emerson

SIGNATURE OF NOTARY

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT No. 5907

State of California

County of San Luis Obispo

On June 10, 1996 (DATE) before me, Patricia L. Emerson, Notary Public, (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Richard Lobdill---------- (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.

PATRICIA L. EMERSON
Commission #1079163
Notary Public — California
San Luis Obispo County
My Comm. Expires Dec 3, 1999

WITNESS my hand and official seal.

Patricia L. Emerson
SIGNATURE OF NOTARY

OPTIONAL

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☐ CORPORATE OFFICER

_____ TITLE(S)

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☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

_____

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END OF DOCUMENT