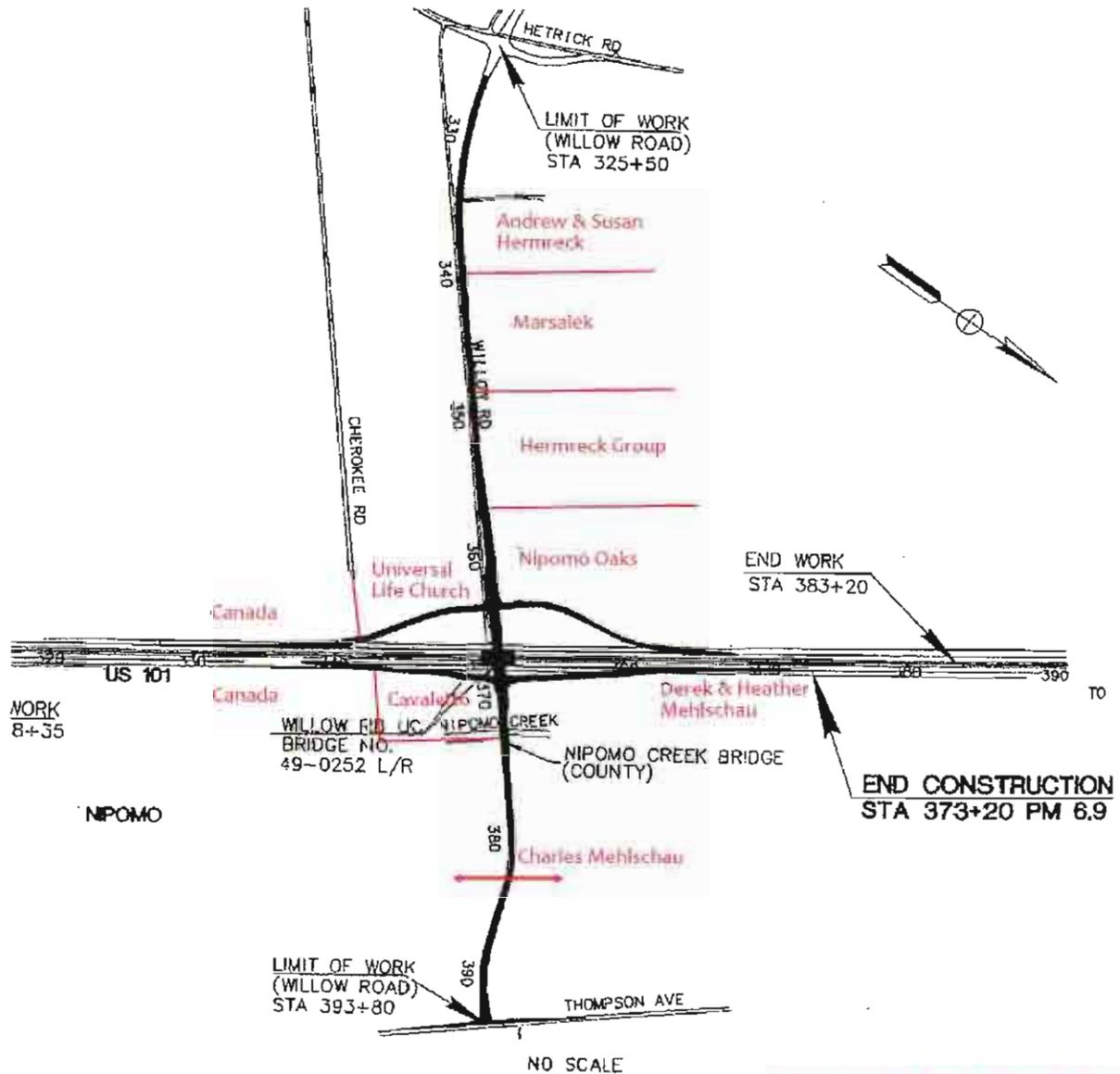


# CONSTRUCTION & RESTORATION REQUIREMENTS

## FOR PRIVATE PROPERTIES ALONG

### WILLOW ROAD EXTENSION, PHASE II

### SAN LUIS OBISPO COUNTY, CALIFORNIA



(Property owner names shown in red)

## INTRODUCTION

This document is provided to assist construction field and monitoring crews in interfacing with property owners. Owner contact information is included along with a synopsis of specific contractual construction and restoration provisions excerpted from the Right of Way Agreements and Easement Deeds. Access information, advance noticing requirements, specific construction and restoration requirements, and other general information about the property that may be helpful to the contractor and construction manager is included. This information follows; the properties are presented in alphabetical order by property owner's last name. The contractor must abide by all noted contractual conditions and advance notice requirements.

You may contact the Willow Road Project Manager, Dale Ramey, via phone at (805) 788-2931, fax at (805) 788-2186, or email at [dramey@co.slo.ca.us](mailto:dramey@co.slo.ca.us) or right of way agent David Jewell of Hamner, Jewell & Associates at (805) 773-1459 or [djewell@hamner-jewell.com](mailto:djewell@hamner-jewell.com) with any questions.



# WILLOW ROAD PHASE II

## PROPERTIES BY OWNER LAST NAME

<i>Owner Last Name</i>	<i>First Name</i>	<i>Site Address</i>	<i>Station #</i>
Canada-Neill-Hobbs		(east of Hwy 101)	340-347 "G1" Line
Canada-Neill-Hobbs		Cherokee Place (west of Hwy 101)	334-341 "F1" Line
Cavaletto	Michael	707 North Thompson Avenue	341-351 "G1" Line
Hermreck	Andrew and Susan, and Gail	688 Willow Road	332-340 "A" Line
Hermreck Group		Willow Road	349-357 "A" Line
Marsalek	Robert and Janet, Clifford and Maureen, William and Ann, Paul and Wanda	Willow Road extension route	340-349 "A" Line
Mehlschau	Charles and Janice	895 North Thompson Avenue	370-393 "A" Line
Mehlschau	Derek and Heather	909 North Thompson Avenue	369-373 "G2" Line
Nipomo Oaks		Willow Road extension route	357-366 "A" Line 351-368 "F2" Line
Universal Life Church		528 Cherokee Place	341-351 "F1" Line

CONSTRUCTION & RESTORATION REPORT  
FOR  
WILLOW ROAD EXTENSION PROJECT  
PHASE II

DETAILED PROPERTY INFORMATION (ALPHABETICAL)

**Owner Last Name:**

Canada-Neill-Hobbs

**APN(s):**

091-301-041

**Station #:**

334-341 "F1" Line

**First Name:**

**Contact (if different):**

Richard Canada

**Phone #:**

805-929-5266

**Mailing Address:**

586 North Oakglen Avenue

Nipomo, CA 93444

**Site Address:**

Cherokee Place (west of Hwy 101)

Nipomo, CA

**Tenant and Farming/Ranching Information:**

Irrigation Lines

Private Utilities

**Tenant Contact Information:**

Domestic Waterlines

**Property Rights Obtained by:**

Right of Way Agreement

Right of Entry for Construction

Lessee Consent Agreement

Court Order

**Temporary Construction Easement ("TCE") Expires:**

None

**Easement Areas are to be Restored to the Condition that Existed Prior to Construction Commencement EXCEPT:**

**Contractual Construction and Restoration Provisions:**

**Other Notes to Construction Manager:**

NO AGREEMENT - LITIGATION PENDING New fencing or adequate temporary fencing shall be installed before old fencing is removed so the owner's remaining property is kept enclosed at all times. Fencing along and immediately adjacent to the proposed Highway 101 (State) right of way boundary will be replaced with "freeway" access control fencing and will be located immediately adjacent to the freeway right of way boundary, but within the freeway right of way.

**Advance Notice Requirements:**

Contractor to provide property owner 2 weeks advance notice of construction commencement. Provide 48 hours notice to property owner of any work that will affect owner's ingress/egress (Spec 10-1.04).

**Owner Last Name:**

Canada-Neill-Hobbs

**APN(s):**

091-301-062

**Station #:**

340-347 "G1" Line

**First Name:**

**Contact (if different):**

Richard Canada

**Phone #:**

805-929-5266

**Mailing Address:**

586 North Oakglen Avenue

Nipomo, CA 93444

**Site Address:**

(east of Hwy 101)

Nipomo, CA

**Tenant and Farming/Ranching Information:**

Irrigation Lines

Private Utilities

**Tenant Contact Information:**

Domestic Waterlines

**Property Rights Obtained by:**

Right of Way Agreement

Right of Entry for Construction

Lessee Consent Agreement

Court Order

**Temporary Construction Easement ("TCE") Expires:**

None

**Easement Areas are to be Restored to the Condition that Existed Prior to Construction Commencement EXCEPT:**

**Contractual Construction and Restoration Provisions:**

**Other Notes to Construction Manager:**

NO AGREEMENT - LITIGATION PENDING New fencing or adequate temporary fencing shall be installed before old fencing is removed so the owner's remaining property is kept enclosed at all times. Fencing along and immediately adjacent to the proposed Highway 101 (State) right of way boundary will be replaced with "freeway" access control fencing and will be located immediately adjacent to the freeway right of way boundary, but within the freeway right of way.

**Advance Notice Requirements:**

Contractor to provide property owner 2 weeks advance notice of construction commencement. Provide 48 hours notice to property owner of any work that will affect owner's ingress/egress (Spec 10-1.04).

**Owner Last Name:**

Cavaletto

**APN(s):**

091-301-033

**Station #:**

341-351 "G1" Line

**First Name:**

Michael

**Contact (if different):**

Kim Walenius (C&M nursery manager)

**Phone #:**

805-878-0563; 805-929-3096

**Mailing Address:**

195 North Thompson Avenue

Nipomo, CA 93444

**Site Address:**

707 North Thompson Avenue

Nipomo, CA 93444

**Tenant and Farming/Ranching Information:**

C&M Nursery

Irrigation Lines

Private Utilities

**Tenant Contact Information:**

Domestic Waterlines

**Property Rights Obtained by:**

Right of Way Agreement

Right of Entry for Construction

Lessee Consent Agreement

Court Order

**Temporary Construction Easement ("TCE") Expires:**

**Easement Areas are to be Restored to the Condition that Existed Prior to Construction Commencement EXCEPT:**

**Contractual Construction and Restoration Provisions:**

NO RIGHT OF WAY CONTRACT - EMINENT DOMAIN LITIGATION PENDING

Contain dust per Contract Specs (pg 10-8)

**Other Notes to Construction Manager:**

MUST CHECK IN WITH NURSERY MANAGER UPON ENTRY. ALL PERSONS AND EQUIPMENT ENTERING THIS PROPERTY MUST COMPLY WITH ENTRY DISINFECTION PROCEDURE! CONTROL DUST, AVOID CONTAMINATION TO NURSERY PROPERTY.

Maintain an access route for owner's use through and along Temporary Construction Easement area, sufficient to allow delivery trucks to drive between the owner's existing greenhouses and the construction area. New fencing or adequate temporary fencing shall be installed before old fencing is removed so the owner's remaining property is kept enclosed at all times.

**Advance Notice Requirements:**

Spec 10-1.04 Contractor to provide property owner and nursery tenant 2 weeks advance notice of construction commencement and coordinate work with owner. Must provide 48 hours notice to property owner and tenant of any work that will affect owner/tenant's ingress/egress.

**Owner Last Name:**

Hermreck

**APN(s):**

091-301-043

**Station #:**

332-340 "A" Line

**First Name:**

Andrew and Susan, and Gail

**Contact (if different):****Phone #:**

805-929-1576

**Mailing Address:**

PO Box 72

Nipomo, CA 93444-0072

**Site Address:**

688 Willow Road

Nipomo, CA 93444

**Tenant and Farming/Ranching Information:****Property Rights Obtained by:**Irrigation Lines  Right of Way AgreementPrivate Utilities  Right of Entry for Construction**Tenant Contact Information:**Domestic Waterlines  Lessee Consent Agreement Court Order**Temporary Construction Easement ("TCE") Expires:**

None

**Easement Areas are to be Restored to the Condition that Existed Prior to Construction Commencement EXCEPT:**

County has the right (but not the obligation) 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.

**Contractual Construction and Restoration Provisions:**

At the time of roadway construction, contractor to: (1) construct a driveway approach on owner's property, as shown on the project plans on file; (2) install new fencing along the edge of the new Willow Road right of way adjacent to owner's property before any existing fencing is removed from the subject property; (3) ensure that remaining property is kept enclosed by perimeter fencing at all times and that livestock on the property are kept contained. Fencing shall match current perimeter fencing, in kind, and shall be installed on property owner's property; (4) relocate existing electric gate from its current location to new driveway location, inset upon property owner's property approximately thirty feet from the new Willow Road edge of pavement. Gate shall be reinstalled complete with solar electric so it is fully functional upon completion of installation, and shall be connected at the gate posts to the new perimeter fencing. Protect and preserve all utility services to owner's property and maintain vehicular access routes for owner through the construction corridor throughout the construction period.

**Other Notes to Construction Manager:**

Owner has identified the approximate locations of utility facilities within the construction corridor on a map (see following page) to facilitate County's ability to assure protection of such facilities.  
Gate Access Code: 3917

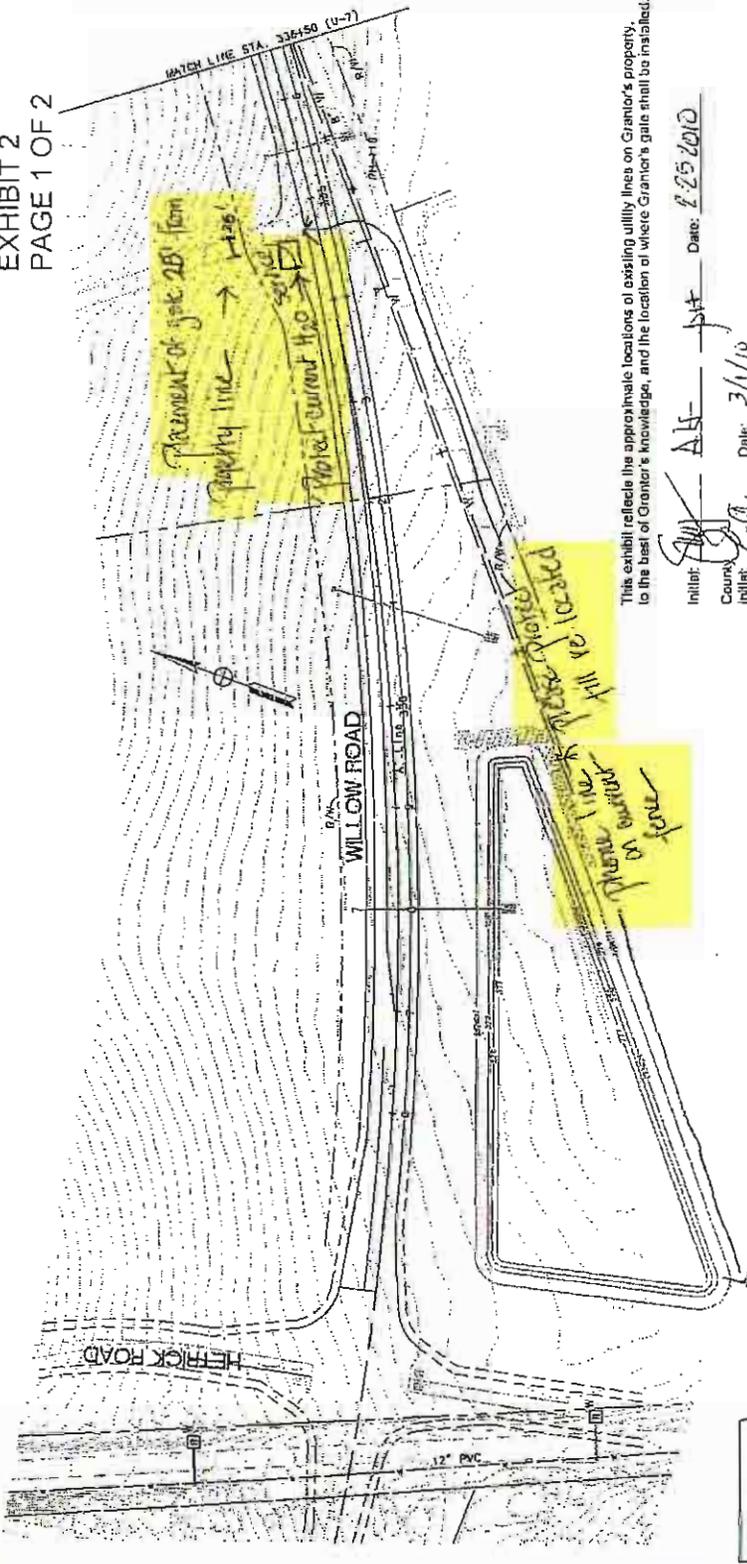
**Advance Notice Requirements:**

Provide owner with a minimum of 24 hours advance notice of any anticipated short-term temporary interruption of utility services or access. Provide owner with a minimum of 72 hours advance notice of entry. Note water line(s) and phone line in construction corridor.

DATE	5/10	INITIAL	101	SCALE	5.876.3	SHEET NO.	134	TOTAL SHEETS	269
------	------	---------	-----	-------	---------	-----------	-----	--------------	-----

POTHOLE DATA			
No.	DESCRIPTION	NORTHING	EASTING
118	30" WATER	2213260.01	5010782.83
			3.0

EXHIBIT 2  
PAGE 1 OF 2



This exhibit reflects the approximate locations of existing utility lines on Grantor's property, to the best of Grantor's knowledge, and the location of where Grantor's gas shall be installed.

Initial: AE Date: 2-25-2010  
 County: CA Date: 3/1/10

UTILITY PLAN  
SCALE: 1"=50'

95% SUBMITTAL  
JANUARY 2010

THIS PLAN IS FOR  
COUNTY FACILITY

CALL FOR THE  
1 (800) 451-2800

FOR NOTES, SYMBOLS AND ABBREVIATIONS, SEE SHEET U-1

THIS PLAN ACCURATE FOR UTILITY WORK ONLY

RELATIVE WORKING PLANS  
IF IN DISCREPANCY

CU

E.A. 05-474503

DESIGNED BY	KEN NGAI
CHECKED BY	KEN NGAI
DESIGNED BY	JOHN SEER
REVIEWED BY	JOHN SEER
DATE REVISION	



BOUNDARY LINES REVISOR 4/1/2008

DATE	COUNTY	POINT	POST MILE	POST MILE	POST MILE
05	51.0	101	5+24.0	135	209

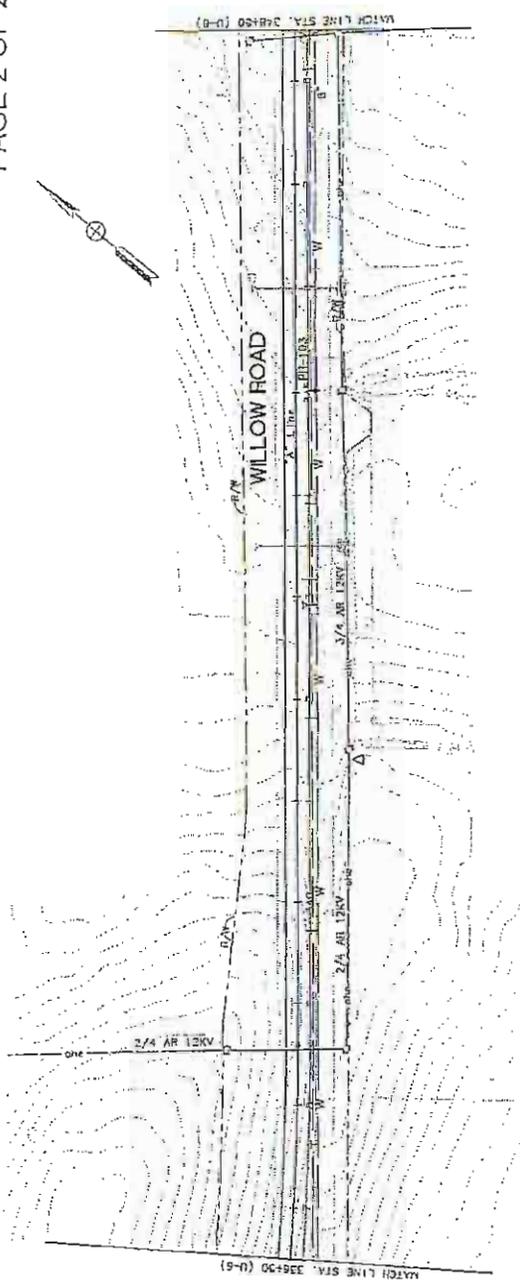
REGISTERED ELECTRICAL ENGINEER STATE OF CALIFORNIA	
NO. 10000	EXPIRES 12/31/2010
REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA	
NO. 10000	EXPIRES 12/31/2010

REGISTERED ARCHITECT	REGISTERED PROFESSIONAL ENGINEER
NO. 10000	EXPIRES 12/31/2010
COUNTY OF SAN DIEGO DEPARTMENT OF PUBLIC WORKS	
240 PLYMOUTH STREET, SUITE 200 SAN DIEGO, CA 92101	

EXHIBIT 2  
PAGE 2 OF 2

POTHOLE DATA			
No.	DESCRIPTION	NORTHING	EASTING
103	10" WATER	2214226.63	9611545.73
			DEPTH (FEET)
			0.0



This exhibit reflects the approximate locations of existing utility lines on Grantor's property, to the best of Grantor's knowledge, and the location of where Grantor's gale shall be installed.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_  
 County: \_\_\_\_\_ Date: \_\_\_\_\_  
 Initial: \_\_\_\_\_ Date: \_\_\_\_\_

95% SUBMITTAL  
JANUARY 2010

UTILITY PLAN  
SCALE: 1"=50'

U-7

THIS PLAN ACCURATE FOR UTILITY WORK ONLY

THIS PLAN IS FOR COUNTY FACILITY



FOR NOTES, STUDIOS 400 SUBMITTALS, SEE SHEET U-1

REVISIONS

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	CONTRACT NO. 07-0000000000000000	PROJECT NO. 07-0000000000000000	SHEET NO. 07-0000000000000000
DESIGNED BY	CHECKED BY	DATE REVISION	DATE REVISION
JOHN GEESE	KEN NGAI		
REVISION A			

**Owner Last Name:**

Hermreck Group

**APN(s):**

091-301-045

**Station #:**

349-357 "A" Line

**First Name:****Contact (if different):**

Andrew and Susan Hermreck

**Phone #:**

805-929-1576

**Mailing Address:**

PO Box 217

Nipomo, CA 93444

**Site Address:**

Willow Road

Nipomo

**Tenant and Farming/Ranching Information:**

Irrigation Lines

Private Utilities

**Tenant Contact Information:**

Domestic Waterlines

**Property Rights Obtained by:** Right of Way Agreement Right of Entry for Construction Lessee Consent Agreement Court Order**Temporary Construction Easement ("TCE") Expires:**

None

**Easement Areas are to be Restored to the Condition that Existed Prior to Construction Commencement EXCEPT:**

County has the right (but not the obligation) 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.

**Contractual Construction and Restoration Provisions:**

At the time of roadway construction, contractor to: (1) construct a driveway approach on owner's property, as shown on the project plans on file; (2) install new fencing at new property line and a gate inset at driveway approach approximately fifty feet from the new Willow Road edge of pavement before any existing fencing is removed from the property; (3) ensure that property owner's remaining property is kept enclosed by perimeter fencing at all times and that livestock on the property are kept contained; (4) include fencing along and immediately adjacent to the new Willow Road right of way, match property owner's current perimeter fencing, in kind, and install on property owner's property. Protect and preserve all utility services to owner's property and maintain vehicular access routes for owner through the construction corridor throughout the construction period. Provide owner with a minimum of 24 hours advance notice of any anticipated short-term temporary interruption of utility services or access. Clearly mark which trees are slated for removal and owner's rights for removal shall be exercised any time before the date of commencement of construction.

**Other Notes to Construction Manager:**

Owner has identified the approximate locations of utility facilities within the construction corridor on a map (see next page) to facilitate County's ability to assure protection of such facilities.

**Advance Notice Requirements:**

Provide owner with a minimum of 72 hours advance notice of entry. Provide 48 hours advance notice of any work that will affect property owner's ingress/egress (Spec 10-1.04).

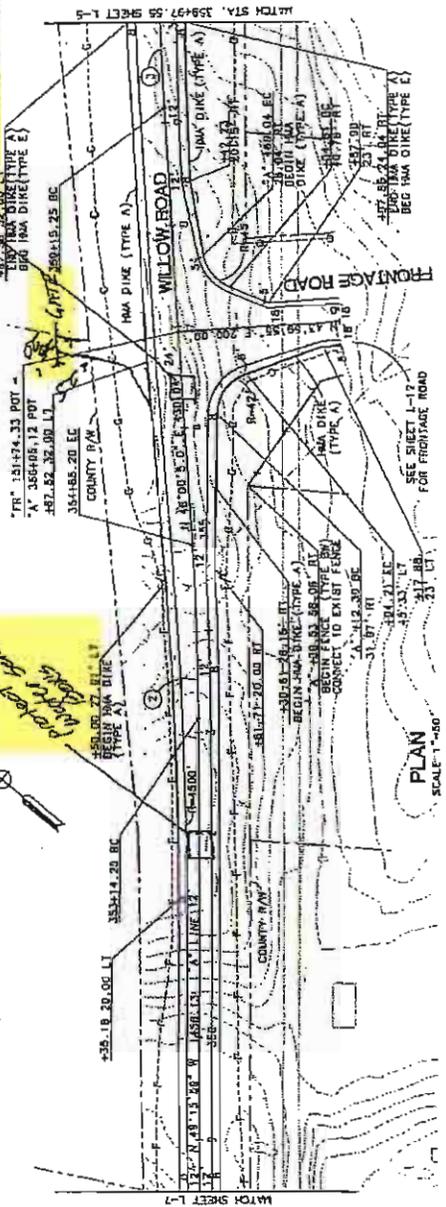
SHEET NO. 20 OF 20  
 COUNTY OF CALIFORNIA  
 COUNTY OF SAN DIEGO  
 COUNTY OF SAN JUAN BAPTISTA  
 COUNTY OF SAN LUIS OBISPO  
 COUNTY OF SANTA BARBARA  
 COUNTY OF SANTA CRUZ  
 COUNTY OF SANTA RITA  
 COUNTY OF SAN VICENTE  
 COUNTY OF SERRA  
 COUNTY OF SHASTA  
 COUNTY OF SIERRA  
 COUNTY OF STANISLAUS  
 COUNTY OF SUTTER  
 COUNTY OF TULARE  
 COUNTY OF YUBA  
 COUNTY OF YUCLA

CURVE DATA

NO.	RADIUS	ARC CHORD	TANGENT	LENGTH	M	E
1	3000.00'	3' 15" 64"	170.00'	221.7044.63'	50.0190.58'	
2	3000.00'	3' 13" 55"	214.63'	221.3027.22'	581.4687.79'	

THIS PLAN ACCURATE FOR LAYOUT, PROFILE, AND SUPERELEVATION ONLY.  
 FOR NOTES, ABBREVIATIONS, AND LEGEND, SEE SHEET L-1.

EXHIBIT 2  
 PAGE 1 OF 1



This exhibit reflects the approximate locations of existing utility lines on Grantor's property, to the best of Grantor's knowledge, and the location of where Grantor's gate shall be installed.

Initial: RRH Date: 3-1-10  
 County: San Initial: RRH Date: 3/3/10

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
 COUNTY OF SAN DIEGO  
 COUNTY OF SAN JUAN BAPTISTA  
 COUNTY OF SAN LUIS OBISPO  
 COUNTY OF SANTA BARBARA  
 COUNTY OF SANTA CRUZ  
 COUNTY OF SANTA RITA  
 COUNTY OF SAN VICENTE  
 COUNTY OF SERRA  
 COUNTY OF SHASTA  
 COUNTY OF SIERRA  
 COUNTY OF STANISLAUS  
 COUNTY OF SUTTER  
 COUNTY OF TULARE  
 COUNTY OF YUBA  
 COUNTY OF YUCLA

SUPERELEVATION DIAGRAM  
 SCALE: 1" HORIZONTAL = 50'  
 LAYOUT L-8  
 95% SUBMITTAL  
 JANUARY 2010

SHEET NO. 20 OF 20  
 COUNTY OF CALIFORNIA  
 COUNTY OF SAN DIEGO  
 COUNTY OF SAN JUAN BAPTISTA  
 COUNTY OF SAN LUIS OBISPO  
 COUNTY OF SANTA BARBARA  
 COUNTY OF SANTA CRUZ  
 COUNTY OF SANTA RITA  
 COUNTY OF SAN VICENTE  
 COUNTY OF SERRA  
 COUNTY OF SHASTA  
 COUNTY OF SIERRA  
 COUNTY OF STANISLAUS  
 COUNTY OF SUTTER  
 COUNTY OF TULARE  
 COUNTY OF YUBA  
 COUNTY OF YUCLA



**Owner Last Name:**

Mehlschau

**APN(s):**

091-251-017, 018

**Station #:**

370-393 "A" Line

**First Name:**

Charles and Janice

**Contact (if different):****Phone #:**

805-929-1397; 805-714-3576 (cell)

**Mailing Address:**

895 North Thompson Avenue

Nipomo, CA 93444

**Site Address:**

895 North Thompson Avenue

Nipomo, CA 93444

**Tenant and Farming/Ranching Information:**

Irrigation Lines

Private Utilities

**Tenant Contact Information:**

Domestic Waterlines

**Property Rights Obtained by:** Right of Way Agreement Right of Entry for Construction Lessee Consent Agreement Court Order**Temporary Construction Easement ("TCE") Expires:**

None

**Easement Areas are to be Restored to the Condition that Existed Prior to Construction Commencement EXCEPT:**

(1) County has the right (but not the obligation) 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. (2) County has the right to grant to Conoco Phillips, Inc. an easement within said Public Road, Slope, and Utility Easement area for the purpose of realigning, operating, and maintaining a pre-existing oil line. The specific location of said oil line may be modified from its pre-existing physical location within the Public Road, Slope, and Utility Easement area in order to avoid conflict with County roadway improvements but any such modification shall only be made within the herein granted Public Road, Slope, and Utility Easement area.

**Contractual Construction and Restoration Provisions:**

Contractor to: (1) assure that remaining property is kept enclosed by perimeter fencing at all times; (2) install fencing along and immediately adjacent to each side of the new Willow Road right of way; (3) match property owner's current perimeter fencing, in kind with a minimum of 5 strand gaucho wire, high tensile, 4 point barb wire with comparable post and install no trespassing signs every 500 feet along the new Willow Road fence on property owner's remaining property; (4) fencing along and immediately adjacent to the proposed Highway 101 right of way boundary will be replaced with "freeway" access control fencing and will be located immediately adjacent to the freeway right of way boundary, but within the freeway right of way; (5) at the time of roadway construction, contractor to: construct two concrete twenty foot wide "at grade" equipment crossings placed at the locations generally shown on Exhibit III attached and install equipment crossing signage per County code and regulation along Willow Road to serve property owner's remaining property on each side of said new roadway; (6) install double gates on each side of each twenty foot wide crossing upon property owner's remaining property for property owner's use as shown on Exhibit IV attached; (7) protect in place or restore any impacted existing operating waterlines and irrigation systems on the subject property to the extent that any such improvements must be directly impacted by Project construction; (8) contractor may: undertake modifications to the waterlines and irrigation systems in order to clear the Project area and complete its construction, however any modification or restoration to waterlines and irrigation systems undertaken shall be done in a manner so as to assure that the flow of water for irrigation purposes continues to be available to property owner's remaining property on each side of the new Willow Road and that irrigation water is not interrupted for a period of time that is harmful to crops growing upon the subject property; (9) modification and restoration of waterlines and irrigation systems shall be to a functional condition comparable to that which existed prior to commencement of construction; (10) install two 8" diameter galvanized steel culvert pipes as sleeves under Willow Road for the benefit of property owner for the future connection by property owner of waterlines from the northern portion of property to the southern portion. The sleeves shall be placed in the

current waterline locations as shown on Exhibit III attached and shall extend five feet on either side of the Willow Road right of way and include surface location markers; (11) provide sufficient access routes across the Project area to facilitate property owner's farm access needs to remaining property on each side of new Willow Road during the construction period; (12) implement dust control and reasonable dust mitigation measures to minimize dust on adjacent agricultural fields during roadway construction.

**Other Notes to Construction Manager:**

CROPS WITHIN RIGHT OF WAY - NOTE THIS PROPERTY REQUIRES 90 DAYS ADVANCE NOTICE OF CONSTRUCTION COMMENCEMENT.

See Exhibits on following pages noting location of irrigation lines.

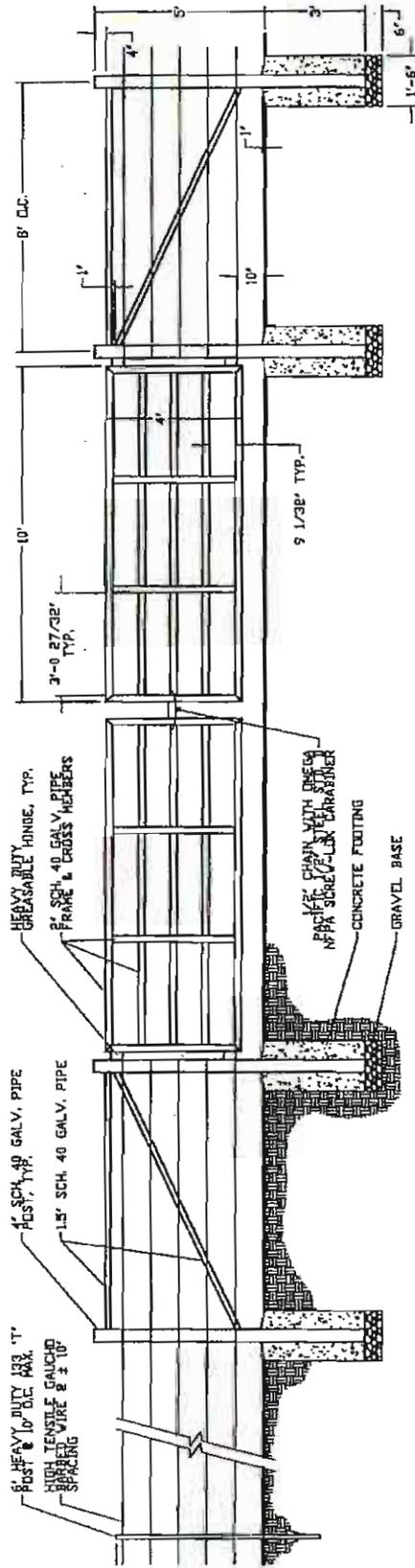
**Advance Notice Requirements:**

Provide property owner with a written ninety (90) day advance Notice of Commencement of Construction; clearly mark trees slated for removal and property owner's rights for removal shall be exercised within the 90 day period following the date of Notice of Commencement of Construction. Provide 48 hours notice to property owner of any work that will affect owner's ingress/egress (Spec 10-1.04).





EXHIBIT IV



NOTE:

1. COAT ALL WELDS WITH COLD-GALVANIZING COMPOUND
2. ALL CHANGES IN DIRECTION SHALL RECEIVE SCH. 40 PIPE POSTS AND CROSS BRACING IN BOTH DIRECTIONS PER THIS DETAIL
3. NO SUBSTITUTIONS OR CHANGES IN DESIGN SHALL BE PERMITTED WITHOUT WRITTEN APPROVAL BY OWNER

<b>STEEL GATE AT ROAD CROSSING</b>	
DATE	SCALE
02-12-2010	N.T.S.
DWG. NO.	SHEET NO.
	1 OF 1

**Owner Last Name:**

Mehlschau

**APN(s):**

091-251-016

**Station #:**

369-373 "G2" Line

**First Name:**

Derek and Heather

**Contact (if different):**

**Phone #:**

970-948-1323 (Derek cell)

**Mailing Address:**

Derek: 35 Oak Run Road, Carbondale, CO 81612

Heather: 3832 Canon Avenue #1, Oakland, CA 94602

**Site Address:**

909 North Thompson Avenue

Nipomo, CA 93444

**Tenant and Farming/Ranching Information:**

Irrigation Lines

Private Utilities

Domestic Waterlines

**Property Rights Obtained by:**

Right of Way Agreement

Right of Entry for Construction

Lessee Consent Agreement

Court Order

**Tenant Contact Information:**

**Temporary Construction Easement ("TCE") Expires:**

None

**Easement Areas are to be Restored to the Condition that Existed Prior to Construction Commencement EXCEPT:**

[Empty box for Easement Areas]

**Contractual Construction and Restoration Provisions:**

Contractor to: (1) install new permanent fencing before old fencing is removed; (2) replace fencing along and immediately adjacent to the proposed Highway 101 (State) right of way boundary with permanent "freeway" access control fencing (5 strand barbed wire with heavy duty t-posts) prior to the commencement of project construction and before the removal of existing perimeter fencing; (3) "freeway" fencing will be located immediately adjacent to the freeway right of way boundary, but within the freeway right of way; (4) assure that property owner's remaining property is kept enclosed by the new permanent fencing at all times and that any livestock on the property are kept contained.

**Other Notes to Construction Manager:**

[Empty box for Other Notes to Construction Manager]

**Advance Notice Requirements:**

Provide property owner with a minimum of 72 hours advance notice of entry. Contractor to provide property owner 2 weeks advance notice of construction commencement. Provide 48 hours notice to property owner of any work that will affect owner's ingress/egress (Spec 10-1.04).

**Owner Last Name:**

Nipomo Oaks

**APN(s):**

091-301-046

**Station #:**357-366 "A" Line  
351-368 "F2" Line**First Name:****Contact (if different):**

Donna Mehlschau

**Phone #:**

805-929-5037

**Mailing Address:**

101 Mehlschau Road

Nipomo, CA 93444

**Site Address:**

Willow Road extension route

Nipomo

**Tenant and Farming/Ranching Information:**Irrigation Lines Private Utilities Domestic Waterlines **Property Rights Obtained by:** Right of Way Agreement Right of Entry for Construction Lessee Consent Agreement Court Order**Tenant Contact Information:****Temporary Construction Easement ("TCE") Expires:**

None

**Easement Areas are to be Restored to the Condition that Existed Prior to Construction Commencement EXCEPT:**

(1) Conveyance to County of the subject property includes all trees located within said subject property; (2) County has the right (but not the obligation) 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.

**Contractual Construction and Restoration Provisions:**

At the time of roadway construction, contractor to:

Driveway: (1) construct a driveway approach within one hundred feet of the southwest corner of property; (2) notify owner upon completion of the driveway approach, and owner shall have fifteen days thereafter to notify County of any deficiencies in the work, if any, and Contractor shall correct those deficiencies within fifteen days thereafter, or if such deficiency cannot be corrected in 15 days, that County has commenced to correct the deficiency within such time frame and diligently pursued completion thereafter;

Fencing: (1) install new fencing and a gate at driveway approach, before any existing fencing is removed from the subject property and ensure that property owner's remaining property is kept enclosed by perimeter fencing at all times and that livestock on the property are kept contained; (2) fencing shall include fencing along and immediately adjacent to the new Willow Road right of way and shall match property owner's current perimeter fencing, in kind, and shall be installed on remaining property; (3) fencing along and immediately adjacent to the proposed Highway 101 right of way boundary will be replaced with "freeway" access control fencing and will be located immediately adjacent to the freeway right of way boundary, but within the freeway right of way; (4) notify owner, and owner shall have fifteen days thereafter to notify County of any deficiencies in the work, if any, and County shall correct those deficiencies within fifteen days thereafter, or if such deficiency cannot be corrected in 15 days, that County has commenced to correct the deficiency within such time frame and diligently pursued completion thereafter;

Water stub and fire hydrant: (1) install a new water stub out on property owner's remaining property at or near the location indicated on the attached Exhibit, and also install a new fire hydrant within the new County right of way but adjacent to the owner's remaining property. Both the water stub out and fire hydrant shall be installed pursuant to NCSD standards.

Tree Removal: (1) County agrees to allow the property owner the right, but not the obligation, to remove any trees on the Property which have been marked by the Count for removal. (2) This right shall commence upon County's written authorization and shall terminate upon County's Notice to Proceed to the project contractor.

(3) The County agrees to provide a minimum of 90 days for owner's exercise of said right.

**Other Notes to Construction Manager:**

**Advance Notice Requirements:**

90 days advance notice to property owner so he can harvest any trees in advance of construction commencement. Provide 48 hours notice to property owner of any work that will affect owner's ingress/egress (Spec 10-1.04).

REVISIONS	DATE REVISION	BY

POTHOLE DATA			
No.	DESCRIPTION	NORTHING	EASTING
101	10" WATER	2214500.20	5812431.31
			DEPTH (FEET)
			3.0
			NOTES

NO.	COUNT	FEET	DATE	BY
90	101	101	3/27/10	133 / 272

APPROVED FOR CONSTRUCTION DATE: 3/27/10

SCALE: 1"=50'

DATE: 3/27/10

BY: [Signature]

PROJECT: NIPOMO OAKS

CONTRACT NO. 101

CONTRACT DESCRIPTION: 101 NIPOMO OAKS

CONTRACT LOCATION: 101 NIPOMO OAKS

CONTRACT OWNER: NIPOMO OAKS

CONTRACT ADDRESS: 101 NIPOMO OAKS

CONTRACT CITY: NIPOMO OAKS

CONTRACT STATE: CA

CONTRACT ZIP: 93448

CONTRACT COUNTY: KERN

CONTRACT DISTRICT: 101

CONTRACT PHASE: 101

CONTRACT STATUS: 101

CONTRACT TYPE: 101

CONTRACT VALUE: 101

CONTRACT RISK: 101

CONTRACT COMPLIANCE: 101

CONTRACT LEGAL: 101

CONTRACT FINANCIAL: 101

CONTRACT OPERATIONAL: 101

CONTRACT MAINTENANCE: 101

CONTRACT REPAIR: 101

CONTRACT REPLACEMENT: 101

CONTRACT UPGRADE: 101

CONTRACT MODIFICATION: 101

CONTRACT CANCELLATION: 101

CONTRACT TERMINATION: 101

CONTRACT RESCINDMENT: 101

CONTRACT ANNULLMENT: 101

CONTRACT REVOCATION: 101

CONTRACT WITHDRAWAL: 101

CONTRACT SURRENDER: 101

CONTRACT ASSIGNMENT: 101

CONTRACT DELEGATION: 101

CONTRACT SUBROGATION: 101

CONTRACT TRANSFER: 101

CONTRACT ASSIGNMENT OF INTEREST: 101

CONTRACT ASSIGNMENT OF RIGHTS: 101

CONTRACT ASSIGNMENT OF OBLIGATIONS: 101

CONTRACT ASSIGNMENT OF LIABILITIES: 101

CONTRACT ASSIGNMENT OF ASSETS: 101

CONTRACT ASSIGNMENT OF DEBTS: 101

CONTRACT ASSIGNMENT OF EQUITY: 101

CONTRACT ASSIGNMENT OF PROPERTY: 101

CONTRACT ASSIGNMENT OF PERSONALITY: 101

CONTRACT ASSIGNMENT OF CITIZENSHIP: 101

CONTRACT ASSIGNMENT OF NATIONALITY: 101

CONTRACT ASSIGNMENT OF RESIDENCE: 101

CONTRACT ASSIGNMENT OF STATUS: 101

CONTRACT ASSIGNMENT OF CAPACITY: 101

CONTRACT ASSIGNMENT OF COMPETENCE: 101

CONTRACT ASSIGNMENT OF MENTAL ABILITY: 101

CONTRACT ASSIGNMENT OF EMOTIONAL STABILITY: 101

CONTRACT ASSIGNMENT OF SOCIAL BEHAVIOR: 101

CONTRACT ASSIGNMENT OF PERSONALITY TRAITS: 101

CONTRACT ASSIGNMENT OF CHARACTERISTICS: 101

CONTRACT ASSIGNMENT OF QUALITIES: 101

CONTRACT ASSIGNMENT OF ATTRIBUTES: 101

CONTRACT ASSIGNMENT OF FEATURES: 101

CONTRACT ASSIGNMENT OF DETAILS: 101

CONTRACT ASSIGNMENT OF PARTS: 101

CONTRACT ASSIGNMENT OF COMPONENTS: 101

CONTRACT ASSIGNMENT OF ELEMENTS: 101

CONTRACT ASSIGNMENT OF FACTORS: 101

CONTRACT ASSIGNMENT OF INFLUENCES: 101

CONTRACT ASSIGNMENT OF EFFECTS: 101

CONTRACT ASSIGNMENT OF RESULTS: 101

CONTRACT ASSIGNMENT OF CONSEQUENCES: 101

CONTRACT ASSIGNMENT OF OUTCOMES: 101

CONTRACT ASSIGNMENT OF IMPACTS: 101

CONTRACT ASSIGNMENT OF EFFECTS AND IMPACTS: 101

CONTRACT ASSIGNMENT OF BENEFITS AND COSTS: 101

CONTRACT ASSIGNMENT OF RISKS AND OPPORTUNITIES: 101

CONTRACT ASSIGNMENT OF CHALLENGES AND OPPORTUNITIES: 101

CONTRACT ASSIGNMENT OF PROBLEMS AND SOLUTIONS: 101

CONTRACT ASSIGNMENT OF ISSUES AND RESOLUTIONS: 101

CONTRACT ASSIGNMENT OF CONFLICTS AND RESOLUTIONS: 101

CONTRACT ASSIGNMENT OF DISPUTES AND RESOLUTIONS: 101

CONTRACT ASSIGNMENT OF LITIGATION AND RESOLUTIONS: 101

CONTRACT ASSIGNMENT OF ADJUDICATION AND RESOLUTIONS: 101

CONTRACT ASSIGNMENT OF ARBITRATION AND RESOLUTIONS: 101

CONTRACT ASSIGNMENT OF MEDIATION AND RESOLUTIONS: 101

CONTRACT ASSIGNMENT OF NEGOTIATION AND RESOLUTIONS: 101

CONTRACT ASSIGNMENT OF CONFLICT RESOLUTION AND RESOLUTIONS: 101

CONTRACT ASSIGNMENT OF DISPUTE RESOLUTION AND RESOLUTIONS: 101

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CONTRACT ASSIGNMENT OF LITIGATION RESOLUTION RESOLUTION RESOLUTION AND RESOLUTIONS: 101

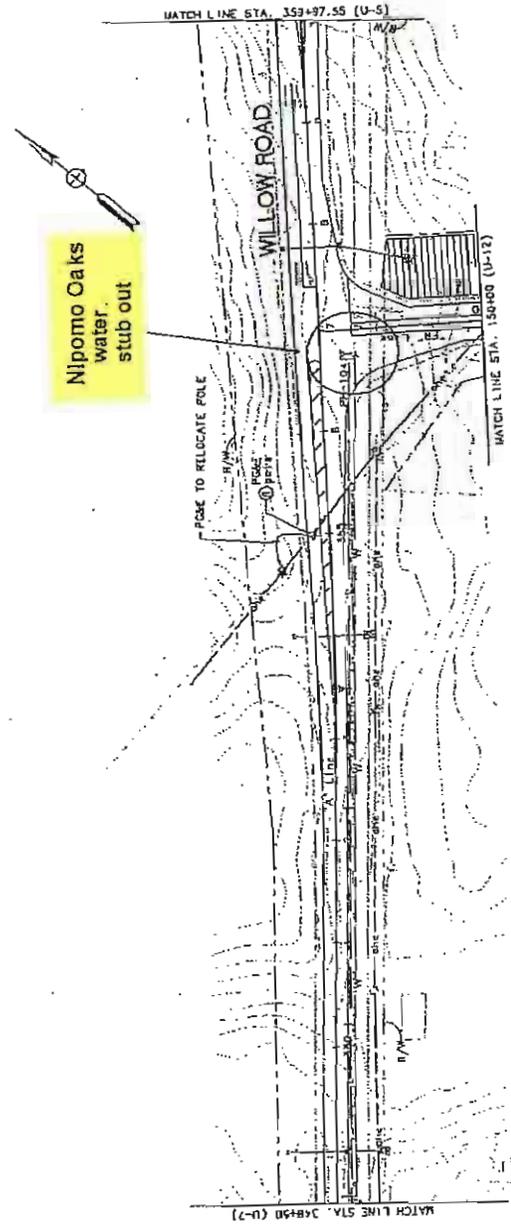
CONTRACT ASSIGNMENT OF ADJUDICATION RESOLUTION RESOLUTION RESOLUTION AND RESOLUTIONS: 101

CONTRACT ASSIGNMENT OF ARBITRATION RESOLUTION RESOLUTION RESOLUTION AND RESOLUTIONS: 101

CONTRACT ASSIGNMENT OF MEDIATION RESOLUTION RESOLUTION RESOLUTION AND RESOLUTIONS: 101

CONTRACT ASSIGNMENT OF NEGOTIATION RESOLUTION RESOLUTION RESOLUTION AND RESOLUTIONS: 101

EXHIBIT 1



Initial DM Date 4-5-10  
 County Initial P.G. Date 5/6/10

UTILITY PLAN  
 SCALE: 1"=50'  
 U-8

95% SUBMITTAL  
 MARCH 2010

THIS PLAN IS FOR  
 COUNTY FACILITY



FOR NOTES, SYMBOLS AND ABBREVIATIONS, SEE SHEET U-1

LAST REVISED 4/11/2010

THIS PLAN ACCURATE FOR UTILITY WORK ONLY

RELATIVE TO THE STATE

103-12-10 THE CLOTHES IS MADE

**Owner Last Name:**

**APN(s):**

**Station #:**

Universal Life Church

091-301-021

341-351 "F1" Line

**First Name:**

**Contact (if different):**

**Phone #:**

Martha Creviston

805-268-5374

**Mailing Address:**

**Site Address:**

PO Box 491

528 Cherokee Place

Nipomo, CA 93444

Nipomo, CA 93444

**Tenant and Farming/Ranching Information:**

**Property Rights Obtained by:**

Irrigation Lines

Right of Way Agreement

Private Utilities

Right of Entry for Construction

**Tenant Contact Information:**

Domestic Waterlines

Lessee Consent Agreement

Court Order

**Temporary Construction Easement ("TCE") Expires:**

None

**Easement Areas are to be Restored to the Condition that Existed Prior to Construction Commencement EXCEPT:**

**Contractual Construction and Restoration Provisions:**

Fencing: New fencing or adequate temporary fencing shall be installed before old fencing is removed so the owner's remaining property is kept enclosed at all times. Fencing along and immediately adjacent to the proposed Highway 101 right of way boundary will be replaced with "freeway" access control fencing and will be located immediately adjacent to the freeway right of way boundary, but within the freeway right of way.

**Other Notes to Construction Manager:**

Property owner requests that oak tree log and large branches be placed on their remaining property so they may cut up and utilize the wood.

**Advance Notice Requirements:**

Contractor to provide property owner 2 weeks advance notice of construction commencement. Provide 48 hours notice to property owner of any work that will affect owner's ingress/egress (Spec 10-1.04).

CONSTRUCTION & RESTORATION REPORT  
FOR  
WILLOW ROAD EXTENSION PROJECT  
PHASE II

APPENDICES

- A SAMPLE RIGHT OF WAY AGREEMENT
- B COUNTY SAMPLE EASEMENT DEED
- C CALTRANS SAMPLE EASEMENT DEED



File R/W: Willow Road Extension  
Parcel No. \_\_\_\_\_  
Owner: \_\_\_\_\_

**REAL PROPERTY TRANSFER AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between \_\_\_\_\_, 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";

In consideration of the mutual covenants, conditions, promises and agreements herein set forth, it is mutually agreed as follows:

I. An instrument in the form of the attached [SELECT] Public Road, Slope, Utility and Trail Easement Deed/Grant Deed (hereinafter "Deed") covering the property particularly described therein (hereinafter, the "Subject Property") has been executed by GRANTOR concurrently with this Agreement and delivered to COUNTY representatives. Said Deed shall be recorded only in accordance with the terms and conditions of this Agreement.

II. The parties have herein set forth the whole of their agreement in conjunction with the execution, delivery, and recording of the Deed. The performance of this Agreement constitutes the entire consideration for the Deed and shall relieve the COUNTY of all further obligation or claims relating to any uses, activities, improvements or work within the scope of the Deed. The parties agree that the uses, activities, improvements and work contemplated by those engineering plans entitled "Willow Road Extension Project Phase II (on file in the COUNTY's Public Works Department) are within the scope of the Deed, including, but not limited to, the location, grade and construction of the improvements referenced in said plans, and the loss, removal, replacement and/or relocation of any improvements or landscaping contemplated by said plans.

III. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted as diminishing or limiting in any way the nature, scope or extent of the COUNTY's property rights described in the Deed. The COUNTY reserves the right to fully exercise its rights under the Deed, and reserves the right to change its improvement plans at any time.

IV. COUNTY RIGHTS AND OBLIGATIONS

A. PAYMENT - The COUNTY shall pay to the order of the GRANTOR the sum of **SPELL OUT THE AMOUNT IN BOLD** (\$\_\_\_\_\_). Said sum shall be paid upon the close of escrow, which shall occur when the referenced Deed is conveyed to the COUNTY free and clear of all liens, encumbrances, assessments, easements, leases (recorded 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) Recorded easements or rights of way over said land for public right of way or public utility purposes, if any.

(3) Other items as may be approved by COUNTY in writing prior to the close of escrow.

B. RECORDATION OF INSTRUMENT – The COUNTY shall accept the Deed herein referenced and cause the same to be recorded in the office of the San Luis Obispo County Recorder at such time as when title acceptable to COUNTY can be conveyed.

C. MISCELLANEOUS COSTS – The COUNTY shall pay any escrow and recording fees incurred in this transaction, and if title insurance is desired by the COUNTY, the premium charged therefor.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES – The COUNTY shall have the authority to deduct and pay from the amount shown in Paragraph 2A above, any amount necessary to satisfy any delinquent taxes due in any fiscal year except the fiscal year in which this escrow closes, together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to, in accordance with the terms of this Agreement.

E. FENCING – If existing fencing is removed, new fencing or adequate temporary fencing shall be installed by COUNTY before old fencing is removed so the GRANTOR's remaining property ("Remaining Property") is kept enclosed at all times. Any new permanent fence installed at or adjacent to the boundary between the Subject Property and the Remaining Property will become the property of GRANTOR and GRANTOR shall accept all future maintenance, repair, and replacement obligations, except for the following:

Fencing along and immediately adjacent to the proposed Highway 101 (State) right of way boundary will be replaced with "freeway" access control fencing. Said "freeway" fencing will be located immediately adjacent to the freeway right of way boundary, but within the freeway right of way, and is to become the property of the State including all future maintenance, repair, and replacement obligations.

F. \*\*\*\*\*OPTIONAL To be used only when applicable \*\*\*\*\*DRIVEWAY ENCROACHMENT – ~~The COUNTY shall at~~ no expense to GRANTOR and at the time of roadway construction, construct a driveway approach as shown on the project plans on file in the COUNTY Department of Public Works. It is understood and

agreed that upon completion of the construction of the driveway approach above mentioned, said driveway approach shall be considered an encroachment under permit upon the COUNTY road, and is to be maintained, repaired, and operated as such by GRANTOR, in accordance with, and subject to, the Standard Encroachment Permit Provisions (General) of the County of San Luis Obispo; Chapter 13.08 of the San Luis Obispo County Code; and Chapter 5.5 (commencing with Section 1450) of Division 2 of the California Streets and Highways Code.

G. INDEMNIFICATION - The COUNTY shall defend and indemnify GRANTOR from any and all claims, damages, costs, judgments, or liability arising from any culpable negligence of the COUNTY or its officers, employees or agents during the COUNTY'S construction of any improvements on GRANTOR'S real property.

V. GRANTOR RIGHTS AND OBLIGATIONS:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST - GRANTOR agrees that any and all monies payable under this Agreement, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, encumbering the subject property and all other amounts due and payable in accordance with the terms and conditions of said trust deed or mortgage, shall upon demand(s) by said mortgagee(s) or beneficiary(s) entitled thereunder, be made payable to the mortgagee(s) or beneficiary(s); said mortgagee or beneficiary to furnish GRANTOR with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage or deed of trust.

B. THIRD PARTY CLAIM INDEMNIFICATION - GRANTOR warrants that GRANTOR owns the Subject Property in fee simple, that GRANTOR has the exclusive right to grant the property rights and interests described in the Deed, and that there are no oral or written leases, licenses or other third party claims on all or any portion of the Subject Property exceeding a period of one month that would affect the COUNTY'S full rights of title, or exclusive ownership of, the property rights and interests described in the Deed. GRANTOR covenants and agrees to indemnify, defend and hold harmless the COUNTY and its officers and employees, from and against any and all claims, damages, expenses, losses and costs (hereinafter collectively "Costs") whatsoever arising out of, or in any way related to any such third party claims.

C. PERMISSION TO ENTER - Upon GRANTOR'S execution of this Agreement, GRANTOR immediately grants to the COUNTY, its agents and contractors, permission to enter upon and use the Subject Property prior to recordation of the Deed for purposes of preparation for and construction of any work or improvement within the scope of the Deed or this Agreement, subject to all applicable terms and conditions contained in this Agreement and the associated Deed.

D. HAZARDOUS WASTE - The GRANTOR hereby warrants and represents that the GRANTOR has no reason to believe that any hazardous waste, extremely hazardous

waste, or hazardous substance (as those terms are defined in sections 25117, 25115, and 25316 of the California Health and Safety Code) has come to be located on, beneath or within any of the properties covered by the Deed or this Agreement. If GRANTOR ever becomes aware of the presence of any hazardous waste, extremely hazardous waste, or hazardous substance on, beneath, or within these areas, GRANTOR shall immediately so advise the COUNTY.

E. WARRANTY OF TITLE – GRANTOR hereby warrants and represents that (1) GRANTOR has sufficient title in the subject property to fully convey to the COUNTY all of the property rights and interests described in the Deed, and (2) that GRANTOR’S title in the subject property shall not be compromised or transferred by any voluntary or involuntary transfer of any property interest, or the voluntary or involuntary creation of any lien, in the Subject Property to someone other than the COUNTY prior to the close of escrow.

F. OPTIONAL\*\*\*\*\* To be used only when applicable\*\*\*\*FENCE AND DRIVEWAY IMPROVEMENTS TO BE OWNED BY GRANTOR – GRANTOR understands and agrees that, upon completion of the work described in paragraphs 2E and 2F of this Agreement, said fencing and driveway approach, if any, located upon GRANTOR’S land shall be considered as the sole property of the GRANTOR, the maintenance and repair of which shall be the responsibility of the GRANTOR.

## VI. GENERAL TERMS AND CONDITIONS:

A. ESCROW – The COUNTY may open an escrow in accordance with this Agreement at an escrow company of COUNTY’S choice. Opening an escrow shall be at the COUNTY’S sole discretion and COUNTY may decide to process this transaction without the use of an escrow agent. However, if an escrow company is utilized, this Agreement constitutes the joint escrow instructions of COUNTY and GRANTOR, and the escrow company to whom these instructions are delivered, hereinafter referred to as the “Escrow Agent,” is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

If an Escrow Agent is utilized, as soon as possible after opening of escrow, COUNTY will deposit the executed Deed by GRANTOR, with Certificate of Acceptance attached, with Escrow Agent on GRANTOR’S behalf. COUNTY agrees to deposit the purchase price upon demand of Escrow Agent. COUNTY and GRANTOR agree to deposit with Escrow Agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by GRANTOR, prior to opening of this escrow, shall not be pro-rated between COUNTY and GRANTOR, but GRANTOR shall have the

sole right after close of escrow, to apply to the Tax Collector of said COUNTY for any refund of such taxes which may be due GRANTOR for the period after COUNTY'S acquisition.

(1) ESCROW AGENT DIRECTIVES – Escrow Agent is authorized to, and shall:

(a) Pay (and charge GRANTOR) for any unpaid delinquent taxes and/or any penalties and interest thereon and for any delinquent assessments or bonds against that portion of GRANTOR'S real property subject to this transaction.

(b) Pay (and charge COUNTY) for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement.

(c) OPTIONAL (if compensation over \$100,000): Comply with any Federal and State Tax Withholding requirements applicable to this transaction.

(d) Disburse funds and deliver Deed when conditions of this escrow have been fulfilled by COUNTY and GRANTOR.

(e) Following recording of Deed from GRANTOR, provide COUNTY with a CLTA Standard Coverage Policy of Title Insurance in the amount of \$[insert purchase price, or if price is less than \$10,000, insert \$10,000] issued by First American Title Company showing that title to the real property interests described in the Deed is vested in COUNTY, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:

(i) Real Property Taxes for the fiscal year in which escrow closes.

(ii) Items No. [enter "accepted" Exception #'s] of the preliminary title report issued by First American Title Company, dated \_\_\_\_\_, referenced as File No. \_\_\_\_\_.

Notwithstanding the foregoing, in no event shall the Deed be subject to, encumbered by, or take exception to any mortgage(s), deed(s) of trust, or any other monetary encumbrance other than non-delinquent property taxes and assessments.

(2) CLOSE OF ESCROW – Regardless of whether or not the COUNTY chooses to use an independent escrow agent to complete this transaction, the term "close of escrow", shall mean the date the necessary instruments of conveyance are recorded in the office of the County Recorder in accordance with this agreement. Recordation of instruments delivered through this escrow is hereby authorized. The parties agree that close of escrow should occur within 90 days of the COUNTY'S execution of this Agreement and that this is a reasonable period of time for the close of escrow. In the event escrow does not

close within said time period, GRANTOR and the COUNTY's Director of Public Works (or his designee) may agree in writing to an extension of this time.

B. OPTIONAL: (If compensation over \$100,000): TAX REPORTING AND WITHHOLDING - The Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA"), as amended by the Tax Reform Act of 1984, places special requirements for tax reporting and withholding on the parties to a real estate transaction where the transferor (Seller) is a non-resident alien or non-domestic corporation or partnership, or is a domestic corporation or partnership controlled by a non-resident or non-resident corporation or partnership. In accordance with the provisions of Section 1445 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated thereunder, Seller shall execute an affidavit under penalty of perjury setting forth Seller's name, address, federal tax identification number, and certifying whether Seller is a "foreign person" in accordance with the provisions of the Internal Revenue Code. Further, tax withholding may be required in accordance with the California Revenue and Taxation Code Section 18662. It is specifically understood and agreed by Seller that closing of this escrow is subject to, and contingent upon, deposit into escrow of a FIRPTA Affidavit of Non-Foreign Status and a California Form 593-C, Real Estate Withholding Certificate and associated required paperwork, completed and signed by Seller, and Escrow Agent is hereby authorized and instructed to withhold from Seller's proceeds amounts so required by these laws and to forward any amounts withheld to the appropriate taxing authority.

C. DEFAULT BY GRANTOR - In the event GRANTOR breaches this Agreement and does not convey to the COUNTY the property interests described in the referenced Deed pursuant to the terms of this Agreement within a reasonable time, the COUNTY may file an action in eminent domain to pursue the acquisition of the real property interests described in the referenced Deed. In the event the COUNTY does file such an eminent domain action, this Agreement shall constitute a legally binding admission by GRANTOR and GRANTOR'S successors and assigns of the following matters:

(1) the date of valuation of the Subject Property shall be the date the COUNTY signed this Agreement

(2) that the sum of **SPELL OUT THE AMOUNT IN BOLD** (\$\_\_\_\_\_) constitutes the total amount of compensation and damages for the taking of the property interests described in the Deed, including all of the items listed in Section 1260.230 of the Code of Civil Procedure; and

(3) the right of possession of the Subject Property granted the COUNTY under section V.C. above shall remain in place until said eminent domain action is concluded through either a final judgment or dismissal.

OPTIONAL \*\*\*\*\* IF SETTLE FOR MORE COMPENSATION THAN THE APPRAISAL, INSERT THIS \*\*\*\*\*Notwithstanding the foregoing, the COUNTY shall not be precluded from admitting into evidence in the eminent domain action that the total amount of compensation and damages for the taking is an amount less than the sum of **SPELL OUT THE AMOUNT IN BOLD** (\$\_\_\_\_\_). Furthermore, Notwithstanding the foregoing, nothing in this Agreement shall affect any other rights the COUNTY may have as a result of GRANTOR'S inability or failure to convey the referenced Deed pursuant to the terms of this Agreement within a reasonable time, including, but not limited to, any rights the COUNTY may have to seek specific performance and/or damages.

D. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

E. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns. In the event the GRANTOR does convey the referenced Deed to the COUNTY pursuant to the terms of this Agreement, the consideration set forth in this Agreement constitutes the entire consideration for the Deed and this Agreement, including all applicable compensation and damages related to the categories listed in Section 1260.230 of the Code of Civil Procedure.

F. COUNTY APPROVAL - This Agreement is subject to and conditioned upon approval and ratification by the County of San Luis Obispo. This Agreement is not binding upon the COUNTY until executed by the appropriate COUNTY official(s) acting in their authorized capacity.

G. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same document.

H. INTERPRETATION - Neither party shall be deemed the party which prepared this agreement within the meaning of California Civil Code section 1654. Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect.

I. \*\*\*\*\*OPTIONAL \*\*\*\*\*to be used only when applicable \*\*\*\*\*NEGOTIATED AGREEMENT - This agreement has been arrived at through negotiation between the parties. The COUNTY requires the Subject Property for purposes of a public road right of way and associated public improvement(s), a public use for which the COUNTY has the authority to exercise the power of eminent domain.

GRANTOR is compelled to sell, and the COUNTY is compelled to acquire the property. GRANTOR and the COUNTY recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

**No Obligation Other Than Those Set Forth Herein Will Be Recognized.**

GRANTOR:

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Name)

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Name)

GRANTOR'S MAILING ADDRESS:

Name  
Address  
City

COUNTY OF SAN LUIS OBISPO:

Dated: \_\_\_\_\_

By \_\_\_\_\_

Name:

Title: Chairperson, Board of Supervisors

MAILING ADDRESS OF COUNTY:

County of San Luis Obispo  
Public Works Department, Room 207  
County Government Center  
San Luis Obispo, CA 93408

ATTEST:

By \_\_\_\_\_

County Clerk

RECOMMENDED FOR APPROVAL:

Department of Public Works

By \_\_\_\_\_  
Paavo Ogren  
Public Works Director

By \_\_\_\_\_  
Phil Acosta  
Right of Way Agent

APPROVED AS TO FORM AND LEGAL EFFECT:

WARREN R. JENSEN  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

Recording requested by:  
Public Works Department  
County of San Luis Obispo  
County Government Center, Room 207  
San Luis Obispo, CA 93408

When recorded, return to:  
County Clerk  
County of San Luis Obispo  
1055 Monterey Street, Room D120  
San Luis Obispo, CA 93408

(Portion) APN: \_\_\_\_\_ [San Luis Obispo County]

No recording fee per Government Code § 6103  
No Documentary Transfer Tax per Revenue and  
Taxation Code § 11922

**PUBLIC ROAD, SLOPE, UTILITY, and TRAIL EASEMENT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

, hereinafter collectively referred to as "Grantor," as owner of that certain "Larger Parcel" more specifically described in the attached Exhibit "A" incorporated herein by reference, do(es) hereby GRANT to the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, its successors and assigns, hereinafter collectively referred to as "County":

A perpetual, permanent and exclusive easement for the present and future construction, reconstruction, operation, repair and maintenance of a public road, supporting slopes, public utilities, public trails(s), and appurtenances related thereto, including, but not limited to, the right to install, maintain, and operate fences, utilities, conduits and related facilities, to construct and operate a public bicycle, pedestrian, and equestrian trail, 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, including retaining walls/slopes, sound walls/berms, or the like, as County, or its successors in interest, from time to time, deem necessary to install over, upon, under and across that certain real property situated in the County of San Luis Obispo, State of California, described as follows (hereinafter, the "Easement Area"):

See Exhibit "B" attached hereto and incorporated herein.

Additionally, Grantor does hereby further grant to County, its successors and assigns, the necessary rights of entry across the Larger Parcel to and from the hereinabove described Easement Area for construction, reconstruction, operations, repair, or maintenance of said easement.

The easement granted herein includes the right (but not the obligation) 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.

[IF APPLICABLE, ADD THE FOLLOWING TWO PARAGRAPHS:] Grantor hereby grants to County a Temporary Construction Easement for the purposes of facilitating construction of a public roadway and other improvements consistent with the easement uses described above, including the right to place equipment and vehicles, pile earth thereon, and utilize said Temporary Construction Easement for all other related activities and purposes in, on, over, under, through, within, along and across that certain portion of the Larger Parcel described and depicted in Exhibit C, attached hereto and incorporated by reference herein (herein the "Temporary Construction Easement Area"). Upon completion of said construction, said Temporary Construction Easement Area will be generally restored to the condition that existed prior to construction.

This Temporary Construction Easement shall commence thirty (30) days following the date a Notice of Commencement of Construction is sent by County to Grantor by US Mail or other reputable carrier, and shall automatically terminate one year following said commencement of construction; provided, however, that County shall have the right to extend the Temporary Construction Easement term in additional three (3) month increments if County determines that additional time beyond the one year period is necessary for construction completion. In such case, County shall have the unilateral right to extend the Temporary Construction Easement period through construction completion and agrees to compensate Grantor \_\_\_\_\_ (\$ \_\_\_\_\_) for each three month extension term exercised. Payment for any such extensions shall be paid by County to Grantor concurrent with County's written notice to Grantor of County's intent to exercise such extension provisions. In any event, this Temporary Construction Easement shall terminate on or before December 31, 2013.

This Easement Deed may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

The consideration acknowledged above constitutes the entire consideration for this Public Road, Slope, Utility and Trail Easement Deed ("Easement Deed") and shall relieve the County of all further obligation or claims relating to any uses, activities, improvements or work within the scope of this Easement Deed.

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 real property.

*Signatures of parties on following page(s)...*

GRANTOR:

Dated: \_\_\_\_\_

\_\_\_\_\_  
[Type Name of Signatory Here]

Dated: \_\_\_\_\_

\_\_\_\_\_  
[Type Name of Signatory Here]

**Notary Acknowledgment**

State of California        )  
County of \_\_\_\_\_)

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, who  
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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature \_\_\_\_\_ (Seal)

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**CERTIFICATE OF ACCEPTANCE**

This is to certify that the **COUNTY OF SAN LUIS OBISPO**, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Public Road, Slope, Utility and Trail Easement Deed dated \_\_\_\_\_, 2009, from \_\_\_\_\_, Grantor therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this \_\_\_ day of \_\_\_\_\_, 20\_\_.

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Name:  
Title:

ATTEST:

\_\_\_\_\_

Recording requested by:  
Public Works Department  
County of San Luis Obispo  
County Government Center, Room 207  
San Luis Obispo, CA 93408

When recorded, return to:  
County Clerk  
County of San Luis Obispo  
1055 Monterey Street, Room D120  
San Luis Obispo, CA 93408

(portion) APN: \_\_\_\_\_  
Caltrans Parcel # \_\_\_\_\_

No recording fee per Government Code § 6103  
No Documentary Transfer Tax per Revenue and  
Taxation Code § 11922

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

\_\_\_\_\_, hereinafter collectively referred to as "Grantor", as owner of that certain larger parcel more specifically described in the attached Exhibit "A" ("Larger Parcel") incorporated herein by reference,

do(es) hereby GRANT to the

COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, its successors and assigns, hereinafter collectively referred to as "County"

THE FOLLOWING INTERESTS:

**PARCEL 1 -- IN FEE:** All that certain real property, in the County of San Luis Obispo, State of California, described and depicted in Exhibit "B", attached hereto and incorporated herein (hereafter referred to as "Right of Way").

This conveyance is made for the purpose of a freeway and Grantor hereby releases and relinquishes to the Grantee any and all abutter's rights of access appurtenant to Grantor's Larger Parcel, in and to said freeway.

Grantor, for the Grantor and the Grantor's successors and assigns, hereby waives any claim for any and all damages to Grantor's Larger Parcel contiguous to the Right of Way hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

Grantor hereby further grants to County all trees, growths (growing or that may hereafter grow), and road building materials within said Right of Way, including the right to take water, together with the right to use the same in such manner and at such locations as County may deem proper, needful or necessary, in the construction, reconstruction, improvement or maintenance of a highway.

**PARCEL 2 – PUBLIC ROAD, SLOPE, UTILITY AND TRAIL EASEMENT:** A perpetual, permanent and exclusive easement for the present and future construction, reconstruction, operation, repair and maintenance of a public road, supporting slopes, public utilities, public trails(s), and appurtenances related thereto, including, but not limited to, the right to install, maintain, and operate fencing, utilities, conduits and related facilities, to construct and operate a public bicycle, pedestrian, and equestrian trail, 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, including retaining walls/slopes, sound walls/berms, or the like, as County, or its successors in interest, from time to time, deem necessary to install over, upon, under and across that certain real property situated in the County of San Luis Obispo, State of California, described and depicted in Exhibit “C”, attached hereto and incorporated herein.

The easement granted herein includes the right (but not the obligation) 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.

**PARCEL 3 – TEMPORARY CONSTRUCTION EASEMENT:** A Temporary Construction Easement for the purposes of facilitating construction of public roadway and related improvements, including the right to place equipment and vehicles, pile earth thereon, and utilize said Temporary Construction Easement for all other related activities and purposes in, on, over, under, through, within, along and across that certain real property described and depicted in Exhibit D, attached hereto and incorporated by reference herein (the “Temporary Construction Easement Area”).

This Temporary Construction Easement shall commence thirty (30) days following the date a Notice of Commencement of Construction is sent by County to Grantor by US Mail or other reputable carrier, and shall automatically terminate upon completion of County’s construction or one year following said commencement, whichever occurs first; provided, however, that County shall have the right to extend the Temporary Construction Easement term in additional three (3) month increments if County determines that additional time beyond the one year period is necessary for construction completion. In such case, County shall have the unilateral right to extend the Temporary Construction Easement period through construction completion and agrees to compensate Grantor \_\_\_\_\_ (\$ \_\_\_\_\_) for each three month extension term exercised. Payment for any such extensions shall be paid by County to Grantor concurrent with County’s written notice to Grantor of County’s intent to exercise such extension provisions. In any event, this Temporary Construction Easement shall terminate on or before December 31, 2013. Upon termination, said Temporary Construction Easement Area will be generally restored to the condition that existed prior to construction.

GENERAL PROVISIONS:

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 real property. The parties hereto acknowledge that it is the intent of the County to transfer its interests in Parcel 1 (Fee Parcel) hereinabove to the State of California upon completion of construction of State highway improvements thereon.

This Grant Deed may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

*Signatures of the parties follow on next page...*

GRANTOR:

Dated: \_\_\_\_\_  
[Type Name of Signatory Here]

Dated: \_\_\_\_\_  
[Type Name of Signatory Here]

**Notary Acknowledgment**

State of California )  
County of \_\_\_\_\_)

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, who  
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in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
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\_\_\_\_\_, Grantor therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this \_\_\_ day of \_\_\_\_\_, 200\_\_.

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_

Name:

Title:

ATTEST:

\_\_\_\_\_