

**TO:** James L. App, City Manager  
**FROM:** Doug Monn, Public Works Director  
**SUBJECT:** Sale of Property at the City's Landfill  
**DATE:** February 17, 2009

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**NEEDS:** For the City Council to consider authorizing the City Manager to sign and accept offers from Caltrans to purchase portions of the City's Landfill property along Highway 46 East.

**FACTS:**

1. On March 6, 2008, the City received a letter from Caltrans indicating their need to acquire 12.6 acres in Fee and 0.52 acres of utility easement across the City's Landfill for widening of Highway 46 East (see attached).
2. The State offered \$177,000 for this acquisition.
3. Staff reviewed the appraisal the State used to establish the value of \$177,000. Staff disagreed with the Caltrans documentation because it applied the designation of "agricultural/grazing." The County Land Use Ordinance indicates that the "highest and best use" for the property could include equestrian facilities or wine processing and tasting.
4. On August 8, 2008, Caltrans agreed to reimburse the City for the cost to obtain a second property appraisal.
5. On November 17, 2008, the City transmitted a new appraisal to Caltrans. The new appraisal determined the property value to be \$226,800.
6. On January 12, 2009, Caltrans returned a revised Offer Letter accepting the value of \$226,800 for the property.
7. On September 25, 2008, the City received another offer from the State – to acquire an additional 0.28 acres in Fee and 2.60 acres of utility easement, also along the Landfill property. Caltrans is offering \$140,000 for this property.
8. Staff determined that the appraisal for this property is acceptable because it is based on the highest and best use of "home site."

**ANALYSIS &  
CONCLUSION:**

Staff has determined that the property Caltrans wishes to acquire will not impact the City's ability to operate the Landfill. Therefore, it is recommended that City Council authorize and direct the City Manager to accept two offers from Caltrans to acquire property at the City's Landfill:

- 12.6 acres in Fee and 0.52 acres of easement, for a total of \$226,800;
- 0.28 acres in Fee and 2.60 acres of easement, for a total of \$177,000.

**POLICY**

**REFERENCE:** None

**FISCAL**

**IMPACT:**

The City's Landfill Operations Budget would have a one-time additional revenue of \$403,800 from the sales of property to Caltrans. The money will be used to fund preparation of a Master Plan for the Landfill. This request will be submitted to the City Council for formal appropriation in the future.

**OPTIONS:**

- a. Direct the City Manager to sign two Purchase Agreements from Caltrans to acquire property and easements along the City's Landfill for the widening of Highway 46E, for a total amount of \$403,000.
- b. Amend, modify, or reject the above options.

Prepared by: Ditas Esperanza, P.E., Capital Projects Engineer

Attachments

Purchase Agreements with Exhibits (2)  
Grant Deeds (2)  
Easements (4)

STATE OF CALIFORNIA \* DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY CONTRACT - STATE HIGHWAY**

Page 1 of 2

\_\_\_\_\_, California  
\_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_

District	County	Route	Post Mile	Exp Auth
5	SLO	46	38.9	330722

Grantor

THIS DOCUMENT NO. 10501-1 in the form of a Grant Deed, covering the property particularly described in the above instrument(s) and 10501-2, 10501-3 in the form of UTILITY EASEMENT DEED(S), covering the property particularly described in the above instrument has been executed and delivered to Vicci Messer, Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in Document No.(s) 10501-1,-2,-3 for State highway purposes, a public use for which grantee has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and grantee is compelled to acquire the property.

Both grantor(s) and grantee 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.

2. The State shall pay the undersigned grantor(s) the sum of \$226,800.00 for the property or interest conveyed by above document(s) when title to said property vests in the State subject to all pertinent matters of record.

This transaction will be handled through an escrow with Stewart Title Insurance Company, C/O of Santa Cruz Title 1955 41<sup>st</sup> Avenue, Suite A-5, Capitola, CA, their escrow No.pending.  
(Title Report reference #52111175)

3. The undersigned grantor (s) warrant(s) that they are the owner (s) in fee simple of the property affected by this Highway Easement as described in the above instrument and that they have the exclusive right to grant this Fee Interest and Permanent Easement(s).
4. In consideration of the State's waiving the defects and imperfections in the record title, the undersigned Grantors covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantors' obligation herein to indemnify the State shall not exceed the amount paid to the Grantors under this Contract.
5. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.

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

\_\_\_\_\_  
Grantor(s)

\_\_\_\_\_  
Grantor(s)

**RECOMMENDED FOR APPROVAL:**

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_  
VICCI MESSER  
Right of Way Agent

By \_\_\_\_\_  
JOHN W. MADDUX, Chief  
San Luis Obispo Field Office  
Right of Way

**NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED**



## RIGHT OF WAY CONTRACT - STATE HIGHWAY

RW 8-3 (Rev. 2/98)

Page 1 of 3

\_\_\_\_\_, California

\_\_\_\_\_, 20\_\_\_\_\_

District	County	Route	Post Mile	Exp Auth
05	SLO	46	38.3	330729

Grantor(s)

Document No. 9312-1,-2,-5 in the form of a Grant Deed and Document Nos. 9312-3 and 9312-4 in the form of Utility Easements in favor of PG&E and Pacific Bell Telephone Company, covering the property particularly described in the above instruments have been executed and delivered to Vicci Messer, Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in Document No. 9312-1,-2,-5 for State highway purposes for building the proposed new westbound lanes for State Route 46, and said property described in Document Nos. 9312-3 and 9312-4 for public utility easement purposes, public uses for which grantee has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and grantee is compelled to acquire the property.

Both grantor(s) and grantee 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.

## 2. The State shall:

- (A) Pay the undersigned grantor(s) the contract sum of \$140,000.00 for the property or interest conveyed by above document(s) when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
  - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

c. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.

- (B) Value the additional access rights required along the existing County right of way at Union Road as "Nominal" per Section 7.04.08 of the Right of Way Manual.
- (C) Pay all escrow fees incurred in this transaction and, if title insurance is desired by the State, the premium charged therefor. Said escrow and recording charges shall not, however, include documentary transfer tax.
- (D) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.

- 3. IMPROVEMENTS: No improvements are impacted by this acquisition.
- 4. DAMAGES AND BENEFITS: There are no damages or benefits associated with this acquisition, including the additional access rights. The remainder will be capable of sustaining the highest and best use with no measurable loss in value.
- 5. CONSTRUCTION CONTRACT WORK: None.
- 6. The State agrees to indemnify and hold harmless the grantor(s) from any liability arising out of the State's operations under this agreement. The State further agrees to assume responsibility for any damages proximately caused by reason of State's operation under this agreement and State will, at its option, either repair or pay for such damage.
- 7. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements, shall commence on September 1, 2009 or the close of escrow controlling this transaction, whichever occurs first, and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

8. This transaction will be handled through an escrow with Stewart Title, c/o Santa Cruz Title, Attn: Cher'e Rich, 1955 41<sup>st</sup> Avenue, Suite A-5, Capitola, CA 95010, Order No. 803694/02013924.

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

\_\_\_\_\_  
Grantor(s))

**RECOMMENDED FOR APPROVAL:**

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_  
VICCI MESSER  
Right of Way Agent  
Acquisition Branch

By \_\_\_\_\_  
JOHN W. MADDUX, Chief  
San Luis Obispo Field Office  
Right of Way

**NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED**

sb  
Part of Document No. 9312-1, -2, -3, -4, -5





After Recording Return To:  
Department of Transportation - R/W  
50 Higuera Street  
San Luis Obispo, CA 93401-5415  
STATE BUSINESS - FREE:  
This document presented for recording  
pursuant to Govt. Code Section 27383.

Documentary Transfer Tax: No Tax Due  
CALIFORNIA DEPARTMENT OF  
TRANSPORTATION

BY: \_\_\_\_\_  
Signature of Declarant

Space above this line for Recorder's Use  
A portion of APN 015-041-037 & 038

**GRANT DEED**  
(CORPORATION)

District	County	Route	Post	Number
05	SLO	46	38.9	10501 - 1

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ A municipal corporation  
organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ California \_\_\_\_\_, does  
hereby GRANT to the STATE OF CALIFORNIA all that real property in the County of \_\_\_\_\_ San Luis Obispo \_\_\_\_\_,  
State of California, described as:

**EXHIBIT "A"**

That portion of the Northwest quarter of Section 24, in Township 26 South, Range 13 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, as described in Certificate of Compliance filed as Document No. 1994-041909, recorded on July 11, 1994, in the Office of the Recorder of said County, lying southerly of the following described Courses (3) through (11) inclusive:

Beginning at a point in the northerly boundary of the land granted to the State of California and described in deed recorded May 27, 1952 as Document No. 6183 and filed in Volume 659, Page 241 of Official Records, in the Office of the Recorder of said County, at the westerly terminus of course (16) of said deed;

Thence, (1) along said course (16), South 88°52'17" East, 14.98 feet to the westerly boundary of the Union Road Extension as described in the Irrevocable & Perpetual Offer To Dedicate recorded as Document No. 12186 and filed as Volume 1720, Page 488 of Official Records, in the Office of the Recorder of said County;

Thence, (2) along the said westerly boundary, North 1°27'25" East, 170.27 feet;

Thence, (3) South 88°32'35" East, 72.73 feet to the point distant 394.50 feet and radial, North 20°06'42" East, from engineer's station 493+13.76 on the Survey Engineer's Center Line Between Geneseo Road and Simmons Creek, filed in State Highway Map Book 6, Pages 11 to 18, inclusive, records of said county;

**Agenda Item #17 Page 10 of 28**

Thence, (4) South 3°56'15" East, 189.01 feet to the point distant 221.27 feet and radial, North 19°10'23" East, from engineer's station 493+94.41 on said survey center line;

Thence, (5) South 70°59'07" East, 424.06 feet to the point distant 203.35 feet and radial, North 14°00'58" East, from engineer's station 498+37.35 on said survey center line;

Thence, (6) South 81°50'34" East, 792.19 feet to the point distant 217.73 feet and radial, North 4°22'15" East, from engineer's station 506+65.79 on said survey center line;

Thence, (7) South 85°25'38" East, 580.83 feet to the point distant 181.92 feet and perpendicular, North 1°01'23" West, from engineer's station 512+65.00 on said survey center line;

Thence, (8) South 88°56'50" East, 115.16 feet to the point distant 177.75 feet and perpendicular, North 1°01'23" West, from engineer's station 513+80.08 on said survey center line;

Thence, (9) North 85°49'35" East, 525.70 feet to the point distant 206.64 feet and perpendicular, North 1°01'23" West, from engineer's station 519+04.99 on said survey center line;

Thence, (10) North 48°45'51" East, 212.76 feet to the westerly line of the northeast quarter of said Section 24;

Thence, (11) North 88°59'28" East, 1309.54 feet to the point distant 334.00 feet and radial, North 4°55'52" West, from engineer's station 534+00.00 on said survey center line;

Thence, (12) North 64°41'23" East, 1878.83 feet to the point distant 601.95 feet and radial, North 22°29'33" West, from engineer's station 553+99.14 on said survey center line;

Thence, (13) North 82°48'55" East, 288.94 feet to the point distant 532.79 feet and radial, North 19°33'49" West, from engineer's station 556+50.72 on said survey center line;

Thence, (14) North 39°30'11" East, 239.75 feet to the westerly boundary of the land granted to the State of California and described in deed recorded as Document No. 15211 and filed as Volume 639, Page 30 of Official Records, in the Office of the Recorder of said County;

EXCEPTING THEREFROM that portion lying South of the South line of State Highway 46 as conveyed to Arnold William Klintworth, et al., in Deed recorded March 26, 1998, as Instrument No. 1998-016659 of Official Records, in the Office of the Recorder of said County.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to said freeway.

RESERVING however, unto grantor, grantor's successors or assigns, the right of access to the freeway over and across said course (3).

The bearings and distances used in this description are on the California Coordinate System of 1983, Zone 5. Multiply distances by 0.9999944 to convert to ground distances.

#### END OF DESCRIPTION

*This real property description has been prepared by me,  
or under my direction, in conformance with the  
Professional Land Surveyors Act.*

Signature 

Date 3/13/08



The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for itself, its successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_

By \_\_\_\_\_

[CORPORATE SEAL]

State of California

County of \_\_\_\_\_

} ss

**ACKNOWLEDGMENT**

On \_\_\_\_\_ before me, \_\_\_\_\_, personally  
(Here insert name and title of the officer)

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)

**THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.**

**IN WITNESS WHEREOF, I have hereunto set my hand**

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Will Kempton

Director of Transportation

By \_\_\_\_\_

Attorney in Fact

Space above this line for Recorder's Use  
A portion of APN 015-041-052,053,054,055

**GRANT DEED**  
(CORPORATE)

District	County	Route	Post	Number
05	SLO	46	P.M. 38.3	9312-1, 2 & 5

\_\_\_\_\_ A corporation organized  
and existing under and by virtue of the laws of the State of \_\_\_\_\_, does hereby GRANT  
to the STATE OF CALIFORNIA all that real property in the \_\_\_\_\_ unincorporated area \_\_\_\_\_, County of  
San Luis Obispo \_\_\_\_\_, State of California, described as:

**SEE EXHIBIT "A"**

Number
9312-1, 2 & 5

## EXHIBIT "A"

### Parcel 9312-1

That portion of Parcel 1 of Parcel Map No. CO-71-87, recorded in Book 11, Page 45 of Parcel Maps, on May 04, 1973, in the Office of the Recorder of said County, lying southerly of the following described Courses (2) and (3):

Beginning at the northerly terminus of record course (8) of the land granted to the State of California and described in deed recorded as Document No. 6183 and filed as Volume 659, Page 241 of Official Records, in the Office of the Recorder of said County;

Thence, (1) along said course (8), South  $1^{\circ}49'47''$  West, 102.09 feet to the beginning of a curve having a radius of 5065.61 feet, concentric with and offset 104.99 feet northeasterly of the Survey Engineer's Center Line of State Highway Route 46 as said center line is shown on the map of the Survey Engineer's Center Line between Geneseo Road and Simmons Creek filed in State Highway Map Book 6, Pages 11 to 18 inclusive, in the Office of the Recorder of said County;

Thence, (2) easterly along said curve a distance of 889.69 feet through a central angle of  $10^{\circ}03'47''$  to the point distant 104.99 feet and perpendicular, North  $24^{\circ}50'31''$  East, from engineer's station 466+75.49 E.C. on said survey center line;

Thence, (3) parallel with said survey center line, South  $65^{\circ}09'29''$  East, 143.01 feet to the intersection with record course (10) of the northerly boundary of said deed;

Thence, (4) along said record course (10), South  $70^{\circ}08'18''$  East, 257.23 feet to the southeasterly terminus of said record course (10);

Thence, (5) along course (11) of said deed, South  $62^{\circ}21'37''$  East, 103.69 feet;

Thence, (6) South  $68^{\circ}12'47''$  East, 2101.79 feet to a point on record course (15) of said deed, from which the northerly terminus of record course (15) of said deed bears North  $9^{\circ}19'06''$  East, 39.14 feet;

Thence, (7) along said record course (15), North  $9^{\circ}19'06''$  East, 39.14 feet to the northerly terminus of said record course (15);

Thence, (8) North  $01^{\circ}27'25''$  East, 170.36 feet to the point distant 365.69 feet and radial, North  $21^{\circ}09'26''$  East, from engineer's station 492+23.98 on said survey center line;

Thence, (9) South  $88^{\circ}32'35''$  East, 87.71 feet to the point distant 394.50 feet and radial, North  $20^{\circ}06'42''$  East, from engineer's station 493+13.76 on said survey center line;

### Parcel 9312-2

That portion of Parcels 1, 2, 3, and 4 of Parcel Map No. CO-71-87, recorded in Book 11, Page 45 of Parcel Maps, on May 04, 1973, in the Office of the Recorder of said County, lying southerly of the above described Course (6).

Number
9312-1, 2 & 5

Parcel 9312-5

That portion of Parcel 4 of Parcel Map No. CO-71-87, recorded in Book 11, Page 45 of Parcel Maps, on May 04, 1973, in the Office of the Recorder of said County, lying easterly of the above described Course (8) and southerly of the above described Course (9).

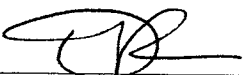
This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to said freeway.

Reserving, however, to the grantor, grantor's successors or assigns, the rights of access to the freeway over and across said course (9) and the northerly 60 feet of said course (1).

The bearings and distances used in this description are on the California Coordinate System of 1983, Zone 5. Multiply distances by 0.9999944 to convert to ground distances.

**END OF DESCRIPTION**

*This real property description has been prepared by me,  
or under my direction, in conformance with the  
Professional Land Surveyors Act.*

Signature 

Date 1/14/09



The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for itself, its successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_, \_\_\_\_\_ President

By \_\_\_\_\_, \_\_\_\_\_ Secretary

**[CORPORATE SEAL]**

STATE OF CALIFORNIA

County of \_\_\_\_\_ } ss

**ACKNOWLEDGMENT**

On \_\_\_\_\_ before me, \_\_\_\_\_, 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)

**THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.**

**IN WITNESS WHEREOF, I have hereunto set my hand**  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**Will Kempton**  
**Director of Transportation**

By \_\_\_\_\_  
**Attorney in Fact**



RECORDED AT THE REQUEST OF:  
**PACIFIC BELL R/W**  
**c/o STEVE PLEMONS**  
**P.O. BOX 853**  
**PASO ROBLES, CA 93447**

WHEN RECORDED RETURN TO:  
Department of Transportation R/W  
50 Higuera Street  
San Luis Obispo, Ca. 93401-5415

**STATE BUSINESS—FREE:**

This document presented for recording pursuant  
To Govt. Code 27383

Computed on full value of property conveyed

Documentary Transfer Tax Due None

Pacific Bell Agent : Steve Plemons

SE \_\_\_ SE \_\_\_ R/W File #SLO \_\_\_-01  
SE \_\_\_-1.doc

A.P.N.: 015-041-037 & 038  
CalTrans Parcel #10501-3

## **GRANT OF NON-EXCLUSIVE EASEMENT**

The undersigned "Grantor(s)", hereby grant(s) to PACIFIC BELL TELEPHONE COMPANY, a California Corporation dba AT&T California, its associated and affiliated companies, its and their successors, assigns, lessees and agents, hereinafter referred to as "Grantees", the right from time to time to construct and install communication facilities (including ingress thereto and egress therefrom) over, across, upon and under the hereinafter described real property and to use, operate, inspect, repair, replace and remove said facilities, or any of them, together with a non-exclusive right of way and easement therefore. Said communication facilities shall consist of the following: aerial and underground structures, conduits, wires, cables, other electrical conductors and appurtenances for communication purposes; together with aboveground structures with electronic communication equipment, aerial cables, poles, anchors, guys, crossarms, marker posts, associated paving, fencing and other appurtenances related thereto. Grantor(s) also grant(s) to the appropriate utility company serving the area the right to provide commercial power service to Grantees, together with the right to construct, install, operate, inspect, repair and replace said power service facilities upon and within said easement. Said real property is in the County of San Luis Obispo, State of California, and is described as follows:

**SEE EXHIBIT "A" FOR FULL LEGAL DESCRIPTION ATTACHED HERETO AND  
MADE A PART HEREOF BY THIS REFERENCE.**

Grantor(s) also grant(s) to Grantee the right to cut, fill or otherwise change the grade of said property and to place such drainage and retaining structures thereon, as grantees may elect for the protection of said facilities. Grantee shall have the right to remove all landscaping from the above described easement, as well as trim any trees and/or scrubs that may encroach into the easement area.

Grantees shall be responsible for damage caused intentionally or by any negligent act or omission of Grantees, its agents or employees while exercising the rights granted herein.

Grantor(s) shall not erect or construct any building or other structure or drill or operate any well within said easement.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Grantor(s): Property Owners

By: \_\_\_\_\_,  
Printed Name & Title

By: \_\_\_\_\_,  
Printed Name & Title

STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

On \_\_\_\_\_ before me, \_\_\_\_\_,  
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 of Notary

## EXHIBIT "A"

A continuous strip of land of the uniform width of 30 feet lying within that portion of the Northwest quarter of Section 24, in Township 26 South, Range 13 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, as described in Certificate of Compliance filed as Document No. 1994-041909, recorded on July 11, 1994, in the Office of the Recorder of said County, lying northerly of and contiguous to the following described course (3), easterly of and contiguous to the following described course (4), and northerly of and contiguous to the westerly 154.00 feet of the following described course (5);

Beginning at a point in the northerly boundary of the land granted to the State of California and described in deed recorded May 27, 1952 as Document No. 6183 and filed in Volume 659, Page 241 of Official Records, in the Office of the Recorder of said County, at the westerly terminus of course (16) of said deed;

Thence, (1) along said course (16), South 88°52'17" East, 14.98 feet to the westerly boundary of the Union Road Extension as described in the Irrevocable & Perpetual Offer To Dedicate recorded as Document No. 12186 and filed as Volume 1720, Page 488 of Official Records, in the Office of the Recorder of said County;

Thence, (2) along the said westerly boundary, North 1°27'25" East, 170.27 feet;

Thence, (3) South 88°32'35" East, 72.73 feet to the point distant 394.50 feet and radial, North 20°06'42" East, from engineer's station 493+13.76 on the Survey Engineer's Center Line Between Geneseo Road and Simmons Creek, filled in State Highway Map Book 6, Pages 11 to 18, inclusive, records of said county;

Thence, (4) South 3°56'15" East, 189.01 feet to the point distant 221.27 feet and radial, North 19°10'23" East, from engineer's station 493+94.41 on said survey center line;

Thence, (5) South 70°59'07" East, 424.06 feet to the point distant 203.35 feet and radial, North 14°00'58" East, from engineer's station 498+37.35 on said survey center line;

Thence, (6) South 81°50'34" East, 792.19 feet to the point distant 217.73 feet and radial, North 4°22'15" East, from engineer's station 506+65.79 on said survey center line;

The bearings and distances used in this description are on the California Coordinate System of 1983, Zone 5. Multiply distances by 0.9999944 to convert to ground distances.

### END OF DESCRIPTION

*This real property description has been prepared by me,  
or under my direction, in conformance with the  
Professional Land Surveyors Act.*

Signature \_\_\_\_\_



Date \_\_\_\_\_

3/13/08



RECORDING REQUESTED BY

**PACIFIC GAS AND ELECTRIC COMPANY**

*Corporate Real Estate*

*4325 South Higuera Street*

*San Luis Obispo, CA 93401*

RETURN TO:

Department of Transportation R/W

50 Higuera Street

San Luis Obispo, Ca. 93401-5415

STATE BUSINESS—FREE:

This document presented for recording pursuant

To Govt. Code 27383

Location: City/Uninc \_\_\_\_\_

Recording Fee \_\_\_\_\_

Document Transfer Tax \$ \_\_\_\_\_

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens & Encumbrances

Remaining at Time of Sale.

\_\_\_\_\_  
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**EASEMENT**

hereinafter called first party, hereby grants a **NON-EXCLUSIVE EASEMENT** to **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation, hereinafter called second party, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the County of San Luis Obispo, State of California, described as follows:

APN 015-041-037 & 038 (CalTrans Parcel Number 10501)

That portion of the Northwest quarter of Section 24, in Township 26 South, Range 13 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, as described in Certificate of Compliance filed as Document No. 1994-041909, recorded on July 11, 1994, in the Office of the Recorder of said County.

EXCEPTING THEREFROM that portion lying southerly of the following described line in the attached Exhibit "A".

Said facilities shall consist of:

Such poles, aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cables, fixtures, and appurtenances, and such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as second party deems necessary located within the strip of land described as follows:

**See Exhibit "A" attached hereto and made a part hereof.**

Second party shall also have the right from time to time to trim and to cut down and clear away or otherwise control any and all trees and brush now or hereinafter on said strip or said parcel of land or along said route, as hereinbefore set forth, and shall have the further right from time to time to trim and to cut down and clear away any trees on either side of said strip or said parcel of land or along said route, as hereinbefore set forth, which now or hereafter in the opinion of second party may be a hazard to the facilities installed hereunder by reason of the danger of falling thereon, provided, however, that all trees which second party is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of first party, but all branches and brush shall be burned or removed by second party.

First party shall not erect or construct any building or other structure or drill or operate any well under or within said strip of land.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
GRANTOR

\_\_\_\_\_  
GRANTOR

<p>STATE OF _____ } COUNTY OF _____ } SS. On _____ before me, _____, a Notary Public for said State, 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.</p> <p>I Certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p> <p>WITNESS my hand and official seal.</p> <p>_____ Signature</p>	<p><b><u>CAPACITY CLAIMED BY SIGNER</u></b></p> <p><input type="checkbox"/> Individual(s) Signing For Oneself/Themselves</p> <p><input type="checkbox"/> Corporate Officer(s) of the Above Named Corporation(s)</p> <p><input type="checkbox"/> Guardian of the Above Named Individual(s)</p> <p><input type="checkbox"/> Partner(s) of the Above Named Partnership(s)</p> <p><input type="checkbox"/> Attorney(s)-in-Fact of the Above Named Principal(s)</p> <p><input type="checkbox"/> Trustee(s) of the Above Named Trust(s)</p> <p><input type="checkbox"/> Other _____ _____ _____</p>
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## EXHIBIT "A"

A continuous strip of land of the uniform width of 30 feet lying within that portion of the Northwest quarter of Section 24, in Township 26 South, Range 13 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, as described in Certificate of Compliance filed as Document No. 1994-041909, recorded on July 11, 1994, in the Office of the Recorder of said County, lying northerly of and contiguous to the following described course (3), easterly of and contiguous to the following described course (4), and northerly of and contiguous to the westerly 154.00 feet of the following described course (5);

Beginning at a point in the northerly boundary of the land granted to the State of California and described in deed recorded May 27, 1952 as Document No. 6183 and filed in Volume 659, Page 241 of Official Records, in the Office of the Recorder of said County, at the westerly terminus of course (16) of said deed;

Thence, (1) along said course (16), South 88°52'17" East, 14.98 feet to the westerly boundary of the Union Road Extension as described in the Irrevocable & Perpetual Offer To Dedicate recorded as Document No. 12186 and filed as Volume 1720, Page 488 of Official Records, in the Office of the Recorder of said County;

Thence, (2) along the said westerly boundary, North 1°27'25" East, 170.27 feet;

Thence, (3) South 88°32'35" East, 72.73 feet to the point distant 394.50 feet and radial, North 20°06'42" East, from engineer's station 493+13.76 on the Survey Engineer's Center Line Between Geneseo Road and Simmons Creek, filled in State Highway Map Book 6, Pages 11 to 18, inclusive, records of said county;

Thence, (4) South 3°56'15" East, 189.01 feet to the point distant 221.27 feet and radial, North 19°10'23" East, from engineer's station 493+94.41 on said survey center line;

Thence, (5) South 70°59'07" East, 424.06 feet to the point distant 203.35 feet and radial, North 14°00'58" East, from engineer's station 498+37.35 on said survey center line;

Thence, (6) South 81°50'34" East, 792.19 feet to the point distant 217.73 feet and radial, North 4°22'15" East, from engineer's station 506+65.79 on said survey center line;

Thence, (7) South 85°25'38" East, 580.83 feet to the point distant 181.92 feet and perpendicular, North 1°01'23" West, from engineer's station 512+65.00 on said survey center line;

Thence, (8) South 88°56'50" East, 115.16 feet to the point distant 177.75 feet and perpendicular, North 1°01'23" West, from engineer's station 513+80.08 on said survey center line;

Thence, (9) North 85°49'35" East, 525.70 feet to the point distant 206.64 feet and perpendicular, North 1°01'23" West, from engineer's station 519+04.99 on said survey center line;

Thence, (10) North 48°45'51" East, 212.76 feet to the westerly line of the northeast quarter of said Section 24;

The bearings and distances used in this description are on the California Coordinate System of 1983, Zone 5. Multiply distances by 0.9999944 to convert to ground distances.

### END OF DESCRIPTION

*This real property description has been prepared by me,  
or under my direction, in conformance with the  
Professional Land Surveyors Act.*

Signature \_\_\_\_\_

Date \_\_\_\_\_



3/13/08



RECORDED AT THE REQUEST OF:  
**PACIFIC BELL R/W**  
**c/o STEVE PLEMONS**  
**P.O. BOX 853**  
**PASO ROBLES, CA 93447**

WHEN RECORDED RETURN TO:  
Department of Transportation R/W  
50 Higuera Street  
San Luis Obispo, Ca. 93401-5415

**STATE BUSINESS—FREE:**

This document presented for recording pursuant  
To Govt. Code 27383

Computed on full value of property conveyed

Documentary Transfer Tax Due None

Pacific Bell Agent : Steve Plemons

SE \_\_\_\_ SE \_\_\_\_ R/W File #SLO \_\_\_\_-01  
SE\_\_\_\_-1.doc

A.P.N.: 015-041-052,53,54,55  
CalTrans Parcel #9312-3

## **GRANT OF NON-EXCLUSIVE EASEMENT**

The undersigned "Grantor(s)", hereby grant(s) to PACIFIC BELL TELEPHONE COMPANY, a California Corporation dba AT&T California, its associated and affiliated companies, its and their successors, assigns, lessees and agents, hereinafter referred to as "Grantees", the right from time to time to construct and install communication facilities (including ingress thereto and egress therefrom) over, across, upon and under the hereinafter described real property and to use, operate, inspect, repair, replace and remove said facilities, or any of them, together with a non-exclusive right of way and easement therefore. Said communication facilities shall consist of the following: aerial and underground structures, conduits, wires, cables, other electrical conductors and appurtenances for communication purposes; together with aboveground structures with electronic communication equipment, aerial cables, poles, anchors, guys, crossarms, marker posts, associated paving, fencing and other appurtenances related thereto. Grantor(s) also grant(s) to the appropriate utility company serving the area the right to provide commercial power service to Grantees, together with the right to construct, install, operate, inspect, repair and replace said power service facilities upon and within said easement. Said real property is in the County of San Luis Obispo, State of California, and is described as follows:

**SEE EXHIBIT "A" FOR FULL LEGAL DESCRIPTION ATTACHED HERETO AND  
MADE A PART HEREOF BY THIS REFERENCE.**

Grantor(s) also grant(s) to Grantee the right to cut, fill or otherwise change the grade of said property and to place such drainage and retaining structures thereon, as grantees may elect for the protection of said facilities. Grantee shall have the right to remove all landscaping from the above described easement, as well as trim any trees and/or scrubs that may encroach into the easement area.

Grantees shall be responsible for damage caused intentionally or by any negligent act or omission of Grantees, its agents or employees while exercising the rights granted herein.

Grantor(s) shall not erect or construct any building or other structure or drill or operate any well within said easement.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Grantor(s): Property Owners

By: \_\_\_\_\_, \_\_\_\_\_  
Printed Name & Title

By: \_\_\_\_\_, \_\_\_\_\_  
Printed Name & Title

STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

On \_\_\_\_\_ before me, \_\_\_\_\_,  
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 of Notary



**EXHIBIT "A"**

A continuous strip of land of the uniform width of 30 feet lying within that portion of Parcels 1, 2, 3, and 4 of Parcel Map No. CO-71-87, recorded in Book 11, Page 45 of Parcel Maps, on May 04, 1973, in the Office of the Recorder of said County, lying contiguous to and easterly of the following described Course (1), northerly of Courses (2), (3), (4), (5), (6), and (9), and westerly of Courses (7) and (8):

Beginning at the northerly terminus of record course (8) of the land granted to the State of California and described in deed recorded as Document No. 6183 and filed as Volume 659, Page 241 of Official Records, in the Office of the Recorder of said County;

Thence, (1) along said course (8), South 1°49'47" West, 102.09 feet to the beginning of a curve having a radius of 5065.61 feet, concentric with and offset 104.99 feet northeasterly of the Survey Engineer's Center Line of State Highway Route 46 as said center line is shown on the map of the Survey Engineer's Center Line between Geneseo Road and Simmons Creek filed in State Highway Map Book 6, Pages 11 to 18 inclusive, in the Office of the Recorder of said County;

Thence, (2) easterly along said curve a distance of 889.69 feet through a central angle of 10°03'47" to the point distant 104.99 feet and perpendicular, North 24°50'31" East, from engineer's station 466+75.49 E.C. on said survey center line;

Thence, (3) parallel with said survey center line, South 65°09'29" East, 143.01 feet to the intersection with record course (10) of the northerly boundary of said deed;

Thence, (4) along said record course (10), South 70°08'18" East, 257.23 feet to the southeasterly terminus of said record course (10);

Thence, (5) along course (11) of said deed, South 62°21'37" East, 103.69 feet;

Thence, (6) South 68°12'47" East, 2101.79 feet to a point on record course (15) of said deed, from which the northerly terminus of record course (15) of said deed bears North 9°19'06" East, 39.14 feet;

Thence, (7) along said record course (15), North 9°19'06" East, 39.14 feet to the northerly terminus of said record course (15);

Thence, (8) North 01°27'25" East, 170.36 feet to the point distant 365.69 feet and radial, North 21°09'26" East, from engineer's station 492+23.98 on said survey center line;

Thence, (9) South 88°32'35" East, 87.71 feet to the point distant 394.50 feet and radial, North 20°06'42" East, from engineer's station 493+13.76 on said survey center line;

The bearings and distances used in this description are on the California Coordinate System of 1983, Zone 5. Multiply distances by 0.9999944 to convert to ground distances.

**END OF DESCRIPTION**

*This real property description has been prepared by me,  
or under my direction, in conformance with the  
Professional Land Surveyors Act.*

Signature \_\_\_\_\_

Date \_\_\_\_\_

*[Handwritten Signature]*

*1/14/09*

Page 3 of 3



RECORDING REQUESTED BY

**PACIFIC GAS AND ELECTRIC COMPANY**

*Corporate Real Estate*

*4325 South Higuera Street*

*San Luis Obispo, CA 93401*

RETURN TO:

Department of Transportation R/W

50 Higuera Street

San Luis Obispo, Ca. 93401-5415

STATE BUSINESS—FREE:

This document presented for recording pursuant

To Govt. Code 27383

Location: City/Uninc \_\_\_\_\_

Recording Fee \_\_\_\_\_

Document Transfer Tax \$ \_\_\_\_\_

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens & Encumbrances

Remaining at Time of Sale.

Signature of declarant or agent determining tax \_\_\_\_\_

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**EASEMENT**

hereinafter called first party, hereby grants a **NON-EXCLUSIVE EASEMENT** to **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation, hereinafter called second party, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the County of San Luis Obispo, State of California, described as follows:

APN 015-041-052,053,054,055 (CalTrans Parcel Number 9312-4)

The Parcels 1, 2, 3, and 4, of Parcel Map No. CO-71-87, in the County of San Luis Obispo, State of California, according to map recorded May 4, 1973 in Book 11, Page 45 of Parcel Maps.

Excepting therefrom that portion thereof lying southerly of the line described in attached "Exhibit A".

Said facilities shall consist of:

Such poles, aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cables, fixtures, and appurtenances, and such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as second party deems necessary located within the strip of land described as follows:

**See Exhibit "A" attached hereto and made a part hereof.**

Second party shall also have the right from time to time to trim and to cut down and clear away or otherwise control any and all trees and brush now or hereinafter on said strip or said parcel of land or along said route, as hereinbefore set forth, and shall have the further right from time to time to trim and to cut down and clear away any trees on either side of said strip or said parcel of land or along said route, as hereinbefore set forth, which now or hereafter in the opinion of second party may be a hazard to the facilities installed hereunder by reason of the danger of falling thereon, provided, however, that all trees which second party is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of first party, but all branches and brush shall be burned or removed by second party.

First party shall not erect or construct any building or other structure or drill or operate any well under or within said strip of land.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
GRANTOR

\_\_\_\_\_  
GRANTOR

<p>STATE OF _____ } COUNTY OF _____ } SS.</p> <p>On _____ before me, _____, a Notary Public for said State, Personally appeared _____ _____ _____</p> <p>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.</p> <p>I Certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p> <p>WITNESS my hand and official seal.</p> <p>_____ Signature</p>	<p><b><u>CAPACITY CLAIMED BY SIGNER</u></b></p> <p><input type="checkbox"/> Individual(s) Signing For Oneself/Themselves</p> <p><input type="checkbox"/> Corporate Officer(s) of the Above Named Corporation(s)</p> <p><input type="checkbox"/> Guardian of the Above Named Individual(s)</p> <p><input type="checkbox"/> Partner(s) of the Above Named Partnership(s)</p> <p><input type="checkbox"/> Attorney(s)-in-Fact of the Above Named Principal(s)</p> <p><input type="checkbox"/> Trustee(s) of the Above Named Trust(s)</p> <p><input type="checkbox"/> Other _____ _____ _____</p>
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## EXHIBIT "A"

A continuous strip of land of the uniform width of 30 feet lying within that portion of Parcels 1, 2, 3, and 4 of Parcel Map No. CO-71-87, recorded in Book 11, Page 45 of Parcel Maps, on May 04, 1973, in the Office of the Recorder of said County, lying contiguous to and easterly of the following described Course (1), northerly of Courses (2), (3), (4), (5), (6), and (9), and westerly of Courses (7) and (8):

Beginning at the northerly terminus of record course (8) of the land granted to the State of California and described in deed recorded as Document No. 6183 and filed as Volume 659, Page 241 of Official Records, in the Office of the Recorder of said County;

Thence, (1) along said course (8), South  $1^{\circ}49'47''$  West, 102.09 feet to the beginning of a curve having a radius of 5065.61 feet, concentric with and offset 104.99 feet northeasterly of the Survey Engineer's Center Line of State Highway Route 46 as said center line is shown on the map of the Survey Engineer's Center Line between Geneseo Road and Simmons Creek filed in State Highway Map Book 6, Pages 11 to 18 inclusive, in the Office of the Recorder of said County;

Thence, (2) easterly along said curve a distance of 889.69 feet through a central angle of  $10^{\circ}03'47''$  to the point distant 104.99 feet and perpendicular, North  $24^{\circ}50'31''$  East, from engineer's station 466+75.49 E.C. on said survey center line;

Thence, (3) parallel with said survey center line, South  $65^{\circ}09'29''$  East, 143.01 feet to the intersection with record course (10) of the northerly boundary of said deed;

Thence, (4) along said record course (10), South  $70^{\circ}08'18''$  East, 257.23 feet to the southeasterly terminus of said record course (10);

Thence, (5) along course (11) of said deed, South  $62^{\circ}21'37''$  East, 103.69 feet;

Thence, (6) South  $68^{\circ}12'47''$  East, 2101.79 feet to a point on record course (15) of said deed, from which the northerly terminus of record course (15) of said deed bears North  $9^{\circ}19'06''$  East, 39.14 feet;

Thence, (7) along said record course (15), North  $9^{\circ}19'06''$  East, 39.14 feet to the northerly terminus of said record course (15);


Thence, (8) North  $01^{\circ}27'25''$  East, 170.36 feet to the point distant 365.69 feet and radial, North  $21^{\circ}09'26''$  East, from engineer's station 492+23.98 on said survey center line;

Thence, (9) South  $88^{\circ}32'35''$  East, 87.71 feet to the point distant 394.50 feet and radial, North  $20^{\circ}06'42''$  East, from engineer's station 493+13.76 on said survey center line;

The bearings and distances used in this description are on the California Coordinate System of 1983, Zone 5. Multiply distances by 0.9999944 to convert to ground distances.

### END OF DESCRIPTION

*This real property description has been prepared by me,  
or under my direction, in conformance with the  
Professional Land Surveyors Act.*

Signature   
Date 1/14/09

