

RIGHT OF WAY AGREEMENT – SUBORDINATE INTEREST

Right-of-Way: Cambria Main Street Bridge Replacement Project

WBS #300180, Parcel No. 08-09 QC APN 013-151-043

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between John R. Linn and Maureen F. Linn, Trustees of the Linn Living Trust, dated October 27, 2004; and as co-owners of Linn’s Farm, hereinafter referred to as GRANTORS and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

WITNESSETH:

WHEREAS, Document No. 08-09 QC, in the form of a Quitclaim Deed, covering the property particularly described in the above instrument (Subject Property), has been executed and delivered to Phil Acosta, Right of Way Agent for COUNTY.

WHEREAS, GRANTORS are the owners of an off-premises outdoor sign located within the Subject Property (Grantors’ Sign) that is related to GRANTORS’ business known as Linn’s Farm Pie Shop.

WHEREAS, GRANTORS are willing to relocate GRANTORS’ Sign) as provided herein.

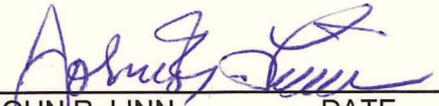
NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, it is mutually agreed by and between GRANTORS and COUNTY as follows:

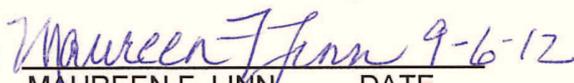
1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the COUNTY of all further obligation or claims on this account or on account of the location, or construction, of the proposed public improvement, except as set forth herein.
2. The COUNTY shall:
 - a. Pay the undersigned GRANTORS the sum of \$1,000.00 for the property interests conveyed by Deed No. 08-09 QC and for relocation of GRANTORS’ Sign.
 - b. Pay any escrow and recording fees incurred in this transaction, and if title insurance is desired by the COUNTY, the premium charged therefor.
3. The GRANTORS shall:
 - a. Remove any and all real property and/or personal property owned by GRANTORS (GRANTORS’ Property) including, but not limited to, GRANTORS’ Sign, from the Subject Property upon 30 days written notice (Notice) from COUNTY. Any such GRANTORS’ Property remaining upon or within the Subject Property following said Notice shall become the property of COUNTY and COUNTY shall have the right to remove and dispose of said GRANTORS’ Property at the COUNTY’S sole and absolute discretion.

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IN WITNESS WHEREOF, GRANTORS and COUNTY have executed this Agreement the day and year first above written. (As used above the term GRANTOR shall include the plural as well as the singular number as the case may be.)

GRANTORS

By: 
JOHN R. LINN, DATE
as Trustee of the Linn Living Trust
dated October 27, 2004; and
as Co-Owner of Linn's Farm

By: 
MAUREEN F. LINN, DATE
as Trustee of the Linn Living Trust
dated October 27, 2004; and
as Co-Owner of Linn's Farm

COUNTY OF SAN LUIS OBISPO – DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY AGREEMENT – SUBORDINATE INTEREST

COUNTY OF SAN LUIS OBISPO

Chairperson of the Board of Supervisors
County of San Luis Obispo

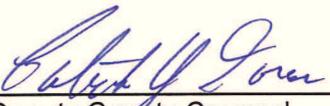
Dated: _____, 20____

ATTEST:
Julie L. Rodewald County Clerk-Recorder
and Ex-Officio Clerk of the Board of Supervisors
County of San Luis Obispo

Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

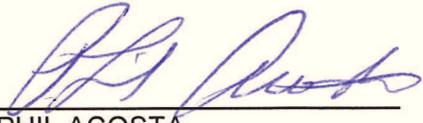
WARREN R. JENSEN
County Counsel

By: 

Deputy County Counsel

RECOMMENDED FOR APPROVAL:

Department of Public Works:
PAAVO OGREN
Public Works Director

By: 

PHIL ACOSTA
Right of Way Agent