

County File Number DRC20011-00043

PLANNING COMMISSION

AGENDA ITEM: 7  
DATE: 7/26/12

DO NOT REMOVE FROM FILE

FACTS AND DOCUMENTS SUPPORTING RELEASE  
OF FORMER PARCEL 17 FROM  
DEVELOPMENT PLAN D87000D

Submitted For Tim Winsor  
By Cynthia Hawley  
Jul 26, 2012

# Attachment 7

County File Number DRC2011-00043

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## Attachment 7

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FACTS AND DOCUMENTS SUPPORTING RELEASE OF FORMER PARCEL 17  
FROM DEVELOPMENT PLAN D870020D  
Submitted For Tim Winsor  
by Cynthia Hawley  
July 26, 2012

**Why has the Cambria Ranch Road Association (CRRA) been maintaining the entire Red Mountain Road since the development began in 1990?**

- ◆ CRRA has an easement over the whole ranch road.
- ◆ CRRA has the authority to assess all parcels for road maintenance fees.
- ◆ CRRA has the authority to provide maintenance for the whole road.
- ◆ CRRA is an active private California nonprofit mutual benefit corporation.

**Why has the San Luis Obispo County Cambria Ranch Owners Association (SLOCCROA) never collected assessments or maintained the road?**

- ◆ SLOCCROA's road easement is limited to the first 1.7 miles of road across Phelan Ranch only.
- ◆ SLOCCROA does not have the authority to assess all parcels for road maintenance.
- ◆ SLOCCROA does not have the authority to maintain the whole road.

**Why did Tim Winsor withdraw the first application?**

The first application was mistakenly for release only from membership in SLOCCROA. A new application was submitted for release from the development plan.

**What has changed since the first application?**

- ◆ The lawsuit filed by the CRRA board (Hilda Leslie and Barbara Day) was settled in the Winsor's favor. (Exhibits A & B)
- ◆ The Winsors carried out all conditions of the settlement. (Exhibit C)
- ◆ Before settlement, all property owners other than Ms. Leslie and the Day family voted to dismiss the lawsuit. (Exhibit D)

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**Is there a precedent for releasing parcels or are all parcels bound in perpetuity to the covenant to pay fees?**

- ◆ A stipulated judgment released parcel 19 from CRRA and the covenant to pay fees. After release from CRRA, the development plan was amended to include release of parcel 19 from SLOCCROA. (Exhibit E) (Staff report p. 1-13)
- ◆ The Hearst Ranch purchased parcels 12 and 13 which were released from the entire development and the covenant to pay fees. (Staff report map p. 1-12)
- ◆ Parcel 18 was released from CRRA and the covenant to pay fees by amendment of the CC&Rs. This parcel was over 150 acres which is not subject to the development plan. The parcel was thereafter released from the development plan. (Exhibit F, Staff report p. 1-2 map)

**How stable is Red Mountain Road?**

No emergency fund money has ever been used for road repair.

**Does the Cambria Ranch Road Association have the funds to maintain the road and take care of major road repairs without fees from former parcel 17? Yes.**

- ◆ The Road Association's current bank contains over \$100,000. (Exhibit G)
- ◆ In 2004 there were two \$50,000 funds (one in SLOCCROA and one in CRRA). The SLOCCROA membership deemed the double funds to be unnecessary and voted to redistribute the SLOCCROA \$50,000 emergency fund back to members. (Exhibit H)
- ◆ The CRRA members voted to amend their CC&Rs to maintain the \$50,000 emergency road maintenance fund in order to carry out the development plan condition of approval. (Exhibit I)
- ◆ For six years CRRA has functioned without assessments from parcel 17. (Exhibit J)

**Does Tim Winsor currently owe dues? No.**

- ◆ The Winsors are members in good standing with no balance due.
- ◆ Through the lawsuit settlement Tim Winsor returned the previously distributed SLOCCROA emergency fund money for parcels 15 and former 17 – a total of \$11,276. (Exhibit C p. 3)

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**Why was parcel 17 released by CRRA from payment of fees?**

- ◆ In February 2001 the County approved a merger of former parcel 17 with 280 acres of the Winsor's property. (Exhibit K)
- ◆ In January 2006, a majority of CRRA members voted to acknowledge that the merger caused parcel 17 to cease to exist as a separate parcel. (Exhibit J, p. 1)
- ◆ On August 5, 2006 members voted seven in favor with none opposing and none abstaining to approve amendment of the CC&Rs to cease levying assessments against parcel 17. (Exhibit J, p.2)

**What did CRRA gain from release of former parcel 17?**

- ◆ Release from all responsibilities to provide access on Red Mountain Road to former parcel 17. (Exhibit J, p. 2)
- ◆ Termination of all obligations to maintain one quarter mile of Access Road D on former parcel 17. (Exhibit J, p. 2, L)
- ◆ Reduction of traffic in perpetuity from former parcel 17.

**What did the Winsors give up in exchange for release of former parcel 17?**

- ◆ Tim Winsor agreed to give up all interest in the road easement related to former parcel 17 and recorded a quitclaim deed to that effect. (Exhibit L)
- ◆ Tim Winsor gave up all development rights on former parcel 17 (by merger) in order to protect the land for agricultural use. (Exhibit K)
- ◆ Tim Winsor gave up the vote for former parcel 17 and no longer has a voice in elections and decisions as to how road maintenance money is spent. (Exhibit J)

**It is unfair to hold Mr. Winsor liable for payment of fees when there is no benefit.**

To keep former parcel 17 in the development plan would subject the Winsors to liability for possible road maintenance fees and assessments for a portion of a parcel that has no easement to use the road and no voice in its management.

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**It is unfair to force the parcel to stay in a development plan when it has been stripped of development rights and cannot use the road.**

Forcing the now-agricultural, undevelopable land to be a part of development plan as if it were still a developable parcel and as if the land still had legal access to Red Mountain Road contradicts reality and is unfair to the Winsors who gave the development rights up in order to protect agricultural land.

**The County's policy to require ongoing maintenance for private rural roads is met by the staff recommendation to release former parcel 17 from the development plan.**

The County requires formation of a property owners association to ensure that private rural roads are provided with ongoing road maintenance. In this case the policy is being met because the San Simeon Creek Ranch Road Association maintains the private rural road access to former parcel 17.

**Approving the amendment is consistent with County policies for maintaining agricultural land and giving agricultural uses priority over other land uses because it will release what is now agricultural land from a residential development.**

Both the California Coastal Act and the County LCP prioritize protection of agricultural land uses within the coastal zone. For example, Coastal Act §30242 prohibits conversion of agricultural land to nonagricultural uses unless certain conditions are met.

Policy 1 of the North Coast Area Plan, entitled Maintaining Agricultural Lands, requires that agricultural land must be maintained in, or available for, agricultural production and allows conversion of agricultural land only under certain limited conditions.

Policy 6, Priority for Agriculture Expansion, requires that agriculture must be given priority over other land uses to ensure that existing and potential agricultural viability is preserved.

Mr. Winsor's purpose, in merging what was a developable parcel within Cambria Ranch development with agricultural land to the east, was to return the land to agricultural status for agricultural production. What was once a developable parcel is now merged with a larger tract of agricultural land in agricultural production under contract within the Williamson Act.

Approval of the development plan amendment will maintain and prioritize agricultural land by releasing what is now agricultural land from a residential development.

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**The purpose of the original development plan no longer applies to former parcel 17.**

The original development plan applies to developable parcels within Cambria Ranch for the purposes, among other things, of maintaining access to the development and restricting development on those parcels. Since the access by way of Red Mountain Road is no longer legally available to former parcel 17 and since the property is no longer developable, there is no practical reason for the former parcel to be subject to the development plan.

**The letter in the record at page 1-23 and 1-24 addressed County staff regarding the Winsor hearing makes false statements that need to be corrected.**

- ◆ Winsor Construction has been awarded county contracts but during the past 39 years of existence those contracts have not totaled anything close to a million dollars.
- ◆ Winsor Construction and Clint Winsor were not involved in any illegal work near Van Gordon Creek.
- ◆ While the letter states that Curtis Leslie has spent tens of thousands of dollars on attorneys fees it should be noted that the Winsors have not received any communication from Ms. Duffy-Smith.

Exhibit A

County File Number DRC2011-00043

**Exhibit A**  
**Dismissal of Lawsuit**

**A**

CIV-110

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (A) <i>(state Bar number, and address)</i>                  Adam M. Daner, Esq. SBN 171886                  Daner Law Firm                  5855 Capistrano Ave., Suite G                  Atascadero, CA 93422                  TELEPHONE NO.: 805-464-5003 FAX NO. (Optional): 805-464-5004                  E-MAIL ADDRESS (Optional):                  ATTORNEY FOR (Name): Plaintiffs, Cambria Ranch Road Association, Inc.</p>	<p>FOR COURT USE ONLY</p> <p><b>FILED</b></p> <p>SEP 02 2011</p> <p>SAN LUIS OBISPO SUPERIOR COURT</p> <p>BY <i>MJE</i> K. Martin, Deputy Clerk</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Luis Obispo                  STREET ADDRESS: 1035 Palm Street, Room 385                  MAILING ADDRESS: 1035 Palm Street, Room 385                  CITY AND ZIP CODE: San Luis Obispo, CA 93408                  BRANCH NAME: San Luis Obispo</p>	
<p>PLAINTIFF/PETITIONER: Cambria Ranch Road Association, Inc.                  DEFENDANT/RESPONDENT: Tim and Linda Winsor</p>	<p>CASE NUMBER: LC100418</p>
<p><b>REQUEST FOR DISMISSAL</b></p> <p><input type="checkbox"/> Personal Injury, Property Damage, or Wrongful Death  <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other  <input type="checkbox"/> Family Law <input type="checkbox"/> Eminent Domain  <input checked="" type="checkbox"/> Other (specify): Breach of Contract</p> <p>- A conformed copy will not be returned by the clerk unless a method of return is provided with the document.</p>	

1. TO THE CLERK: Please dismiss this action as follows:
- a. (1)  With prejudice (2)  Without prejudice
- b. (1)  Complaint (2)  Petition  
 (3)  Cross-complaint filed by (name): on (date):  
 (4)  Cross-complaint filed by (name): on (date):  
 (5)  Entire action of all parties and all causes of action  
 (6)  Other (specify):\*

2. (Complete in all cases except family law cases.)

Court fees and costs were waived for a party in this case. (This information may be obtained from the clerk. If this box is checked, the declaration on the back of this form must be completed).

Date: August 31, 2011

Adam M. Daner, Esq.

(TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)

\*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

(SIGNATURE)

Attorney or party without attorney for:

- Plaintiff/Petitioner  Defendant/Respondent  
 Cross-Complainant

3. TO THE CLERK: Consent to the above dismissal is hereby given.\*\*

Date:

(TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)

\*\* If a cross-complaint - or Response (Family Law) seeking affirmative relief - is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (f) or (j).

(SIGNATURE)

Attorney or party without attorney for:

- Plaintiff/Petitioner  Defendant/Respondent  
 Cross-Complainant

(To be completed by clerk)

4.  Dismissal entered as requested on (date): SEP 02 2011  
 5.  Dismissal entered on (date): as to only (name):  
 6.  Dismissal not entered as requested for the following reasons (specify):  
 7. a.  Attorney or party without attorney notified on (date): SEP 06 2011  
 b.  Attorney or party without attorney not notified. Filing party failed to provide  
 a copy to be conformed  means to return conformed copy

Date:

SUSAN MATHERLY Clerk, by

*K. MARTIN* Deputy

Deputy  
Page 1 of 2

**PROOF OF SERVICE  
(CCP § 1013(a) and 2015.5)**

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I am employed in the County of San Luis Obispo, State of California. I am over the age of 18 and not a party to the within action; my business address is 5855 Capistrano Ave., Suite G, Atascadero, California 93422.

On August 30, 2011, I served a copy of the attached "REQUEST FOR DISMISSAL" on the interested parties in this action by placing same in a sealed envelope, addressed as follows:

Cynthia Hawley  
P.O. Box 29  
Cambria, CA 93428

- BY MAIL** - Following ordinary business practice, I placed said envelope(s) for collection and mailing at the offices of Daner Law Firm, located at 5855 Capistrano Ave., Suite G, Atascadero, California 93422. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid, at San Luis Obispo, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.
- BY CALIFORNIA OVERNIGHT** - I caused the envelope(s) to be delivered to an authorized courier or driver authorized by CALIFORNIA OVERNIGHT to receive documents with delivery fees provided for.
- BY FEDERAL EXPRESS** - I caused the envelope(s) to be delivered to an authorized courier or driver authorized by FEDERAL EXPRESS to receive documents with delivery fees provided for.
- BY FACSIMILE** - I caused the above-described document(s) to be transmitted to the interested parties at the facsimile number(s) indicated above and the activity report(s) generated by facsimile number (805) 464-5004 indicated all pages were transmitted.
- BY PERSONAL SERVICE** - I caused such envelope(s) to be delivered by hand to the address(es) shown above.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct and that this declaration was executed on August 30, 2011 at Atascadero, California.

  
KARLA R. MONTGOMERY

Exhibit B

County File Number DRC2011-00043

**Exhibit B**  
**Lawsuit Settlement Agreement**

**B**

**AGREEMENT OF SETTLEMENT AND FULL MUTUAL RELEASE**

This Agreement of Settlement and Compromise is made and entered this \_\_\_\_ day of July 2011, by and between Plaintiff Cambria Ranch Road Association, Inc. ("Plaintiff" or "Association") and Defendants Tim and Linda Winsor ("Defendants") (collectively "Settling Parties") as well as additional signatures by non-party members of the Association ("Additional Signatories").

**Recitals**

A. On or about July 14, 2010, Plaintiff filed a Complaint with the San Luis Obispo County Superior Court, Case No. LC100418 (the "Lawsuit"), alleging breach of contract arising from alleged unpaid assessment obligations owed by Defendants.

B. Each Settling Party conducted its own independent investigation of the allegations of the Lawsuit. After significant negotiation, a settlement was reached between the Settling Parties. This agreement is intended to memorialize the terms and conditions of that settlement.

C. It is understood and agreed that this settlement is the compromise of a disputed claim, and that this Agreement is not to be construed as an admission of liability by any party, pursuant to the laws of the State of California.

**NOW, THEREFORE**, in exchange for the mutual covenants, agreements, releases and considerations set forth herein, the Settling Parties hereto agree as follows:

1. Within two (2) business days of the filing by Plaintiff of a Notice of Settlement of Entire Case as provided below, Defendants, through their construction company Winsor Construction, will sign a contract with Plaintiff to perform construction services, excluding the cost of obtaining permits and engineering, to repair the current landslide on Red Mountain Road for the contract price of \$40,000. Defendants are not responsible for the cost of and will not supply water, or water trucks, if necessary for the performance of the work.

2. The above-described contract will stipulate that Defendants will access the slide area through adjoining ranch land. Defendants will not be responsible for potential damage to property or damage to Red Mountain Road. The parties agree to obtain permission for Defendants to access the slide through said property, as necessary.

3. Defendants will replace the cattle guard at the Murray-Kehler property line within one month of the dismissal or judgment being entered herein.

4. Defendants agree not to use Access Road D Gate to access San Simeon Creek Road from former Parcel 17.

5. Defendants agree to reimburse the Association \$11,276.12, representing full repayment by Tim and Linda Winsor relating to Parcel 15 and the former Parcel 17 of money previously disbursed to them from the SLOCCROA Emergency Reserve Fund (ERF).

6. The undersigned agree to not oppose efforts by Defendants to have former Parcel 17 relieved of its obligations with the County of San Luis Obispo. Defendants agree to comply with any and all County of San Luis Obispo Coastal Zone Land Use Ordinance and/of State of California agency requirements for extinguishing any obligations of the former Parcel 17 under the applicable development plans or agency requirements. Settling Parties and Additional Signatories additionally agree that:

- a) The owner of former Parcel 17 has "resigned" as a member of the Association pursuant to Corporations Code §7340, as to former Parcel 17 and owes no past, present or future assessments or dues to the Association for former Parcel 17.
- b) Former Parcel 17 has been removed from the membership, obligations, rights and duties of the Declaration of Covenants, Conditions and Restrictions recorded in the County of San Luis Obispo February 19, 1988, as Document No. 8952, the Amended Declaration of Covenants, Conditions and Restriction for Maintenance of an Easement, recorded December 18, 1990 as Document No. 84912 and Amendments thereto (collectively the "CC&Rs").
- c) Any further actions related to the release of former Parcel 17 from the obligations and interests related to the Cambria Ranch Road Association will be accomplished in accordance with any additional requirements of California Corporations Code, to the extent identified and/or verified by the California State Department of Corporations or the Business Programs Division of the California Secretary of State.

7. In the event all the Additional Signatories sign this Agreement, Plaintiff shall dismiss the Lawsuit with prejudice within two Court days of receipt of the last signature. In the event less than all the Additional Signatories sign this Agreement and two weeks have passed since its circulation to the Additional Signatories, either Settling Party may cause the Judgment attached hereto as Exhibit "A" to be entered. Circulation is the date this Agreement is sent either electronically, by facsimile or by U.S. Mail to each Additional Signatory. Plaintiff will prepare and file a Notice of Settlement of Entire Case, within two Court days of the receipt of Settling Parties' signatures.

8. Other than as expressly set forth herein, each party and Additional Signatories shall bear their own costs and attorneys' fees incurred in or related to the Lawsuit.

9. The Settling Parties and Additional Signatories hereby and forever mutually release and discharge the other parties and each of them, and their employees, agents, representative, attorneys, affiliate entities, insurance carriers and bonding companies, parent entities, subsidiary

entities, executors, heirs, successors and assigns from and against any and all actual or potential claims for contractual payments of compensation, causes of actions, disputes or controversies, whether known or unknown, existing or contingent, as to claims made or which could have been made in the Lawsuit, which exist or which have arisen prior to the date of this Agreement.

10. The Settling Parties and Additional Signatories understand that in entering this Agreement they are forever giving up any rights they may have to sue each other for any matter released herein.

11. The Settling Parties and Additional Signatories acknowledge and hereby expressly waive the provisions of Section 1542 of the California Civil Code which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

12. The provisions of this Agreement shall be deemed to obligate, extend to and inure to the benefit of the successors, assigns, transferees, grantees and indemnities of each of the Settling Parties and Additional Signatories to this Agreement.

13. Each of the parties to this Agreement acknowledges and agrees that he or she or it has been represented by independent counsel of his or her or its own choice throughout all negotiations which preceded the execution of this Agreement, and that he or she or it has executed this Agreement with the consent and upon the advice of said independent counsel.

14. Each party hereto certifies that he or she or it had read all of this Agreement and fully understands that same.

15. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of California, including CCP §664.6. Except as specifically provided, the obligations under this Agreement are not contingent upon performance of other obligations, including the obligation herein to dismiss the Lawsuit or enter Judgment.

16. This Agreement sets forth the entire agreement between the Parties and may not be altered, amended, or modified in any respect except by written instrument, duly executed by the party to be charged. All earlier understandings, oral agreements and writings are expressly superceded hereby and are of no further force and effect.

17. This Agreement may be executed in two or more counterparts and may be transmitted via facsimile, any of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Settlement Agreement and Full Mutual Release on the date and at the place set forth opposite his or her respective signature.

Settling Parties:

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Tim Winsor

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Linda Winsor

Dated: Aug 25, 2011

\_\_\_\_\_  
CRRA, Inc.

By: *Bruce Leak*  
Bruce Leak, President

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
CRRA, Inc.

By: \_\_\_\_\_  
Deanna Murray, Secretary/Treasurer

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
CRRA, Inc.

By: \_\_\_\_\_  
Tom Kehler, Vice President

Additional Signatories:

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Edward Chang

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Barbara Day

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Richard Day

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Laurie Kehler

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_

IN WITNESS WHEREOF, each of the Parties hereto has executed this Settlement Agreement and Full Mutual Release on the date and at the place set forth opposite his or her respective signature.

Settling Parties:

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Tim Winsor

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Linda Winsor

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
CRRA, Inc.

By: \_\_\_\_\_  
Bruce Leak, President

Dated: 8-25, 2011

\_\_\_\_\_  
CRRA, Inc.

By: Deanna Murray  
Deanna Murray, Secretary/Treasurer

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
CRRA, Inc.

By: \_\_\_\_\_  
Tom Kehler, Vice President

Additional Signatories:

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Edward Chang

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Barbara Day

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Richard Day

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Laurie Kehler

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_

IN WITNESS WHEREOF, each of the Parties hereto has executed this Settlement Agreement and Full Mutual Release on the date and at the place set forth opposite his or her respective signature.

Settling Parties:

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Tim Winsor

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Linda Winsor

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
CRRA, Inc.

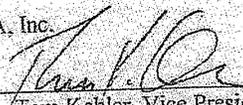
By: \_\_\_\_\_  
Bruce Leak, President

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
CRRA, Inc.

By: \_\_\_\_\_  
Deanna Murray, Secretary/Treasurer

Dated: 8/11, 2011

\_\_\_\_\_  
CRRA, Inc.  
By:   
Tom Kehler, Vice President

Additional Signatories:

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Edward Chang

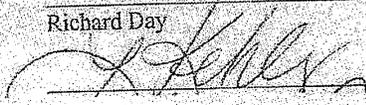
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\_\_\_\_\_  
Barbara Day

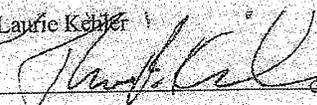
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\_\_\_\_\_  
Richard Day

Dated: 8/11, 2011



Dated: 8/11, 2011

Laurie Kehler  


IN WITNESS WHEREOF, each of the Parties hereto has executed this Settlement Agreement and Full Mutual Release on the date and at the place set forth opposite his or her respective signature.

Settling Parties:

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Tim Winsor

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Linda Winsor

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
CRRA, Inc.

By: \_\_\_\_\_  
Bruce Leak, President

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
CRRA, Inc.

By: \_\_\_\_\_  
Deanna Murray, Secretary/Treasurer

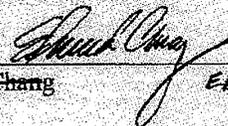
Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
CRRA, Inc.

By: \_\_\_\_\_  
Tom Kehler, Vice President

Additional Signatories:

Dated: 8/3, 2011

  
\_\_\_\_\_  
Edward Chang EDMUND CHANG

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Barbara Day

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Richard Day

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Laurie Kehler

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_

IN WITNESS WHEREOF, each of the Parties hereto has executed this Settlement Agreement and Full Mutual Release on the date and at the place set forth opposite his or her respective signature.

Settling Parties:

Dated: 7/21, 2011

Tim Winsor  
Tim Winsor

Dated: 7/21, 2011

Linda Winsor  
Linda Winsor

Dated: \_\_\_\_\_, 2011

CRRA, Inc.

By: \_\_\_\_\_  
Bruce Leak, President

Dated: \_\_\_\_\_, 2011

CRRA, Inc.

By: \_\_\_\_\_  
Deanna Murray, Secretary/Treasurer

Dated: \_\_\_\_\_, 2011

CRRA, Inc.

By: \_\_\_\_\_  
Tom Kehler, Vice President

Additional Signatories:

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Edward Chang

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Barbara Day

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Richard Day

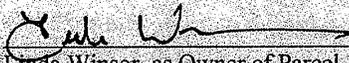
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\_\_\_\_\_  
Laurie Kehler

Dated: \_\_\_\_\_, 2011

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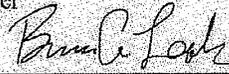
Dated: _____, 2011	Tom Kehler
Dated: _____, 2011	Bruce Leak
Dated: _____, 2011	Curtis Leslie
Dated: _____, 2011	Anne Leslie
Dated: _____, 2011	Hilda Leslie
Dated: _____, 2011	Deanna Murray
Dated: _____, 2011	Patrick Murray
Dated: <u>7-28</u> , 2011	<i>Emily West</i> Emily West
Dated: _____, 2011	Tim Winsor, as Owner of Parcel 15
Dated: _____, 2011	Linda Winsor, as Owner of Parcel 15
Dated: _____, 2011	N Vincent Zinke
Dated: _____, 2011	John Zinke

Dated: _____, 2011	Tom Kehler _____
Dated: _____, 2011	Bruce Leak _____
Dated: _____, 2011	Curtis Leslie _____
Dated: _____, 2011	Anne Leslie _____
Dated: _____, 2011	Hilda Leslie _____
Dated: _____, 2011	Deanna Murray _____
Dated: _____, 2011	Patrick Murray _____
Dated: _____, 2011	Emily West _____
Dated: <u>7/21</u> , 2011	 _____
Dated: <u>7/21</u> , 2011	Tim Winsor, as Owner of Parcel 15 _____
Dated: _____, 2011	 _____
Dated: _____, 2011	Linda Winsor, as Owner of Parcel 15 _____
Dated: _____, 2011	N Vincent Zinke _____
Dated: _____, 2011	John Zinke _____

Dated: _____, 2011	Tom Kehler
Dated: _____, 2011	Bruce Leak
Dated: _____, 2011	Curtis Leslie
Dated: _____, 2011	Anne Leslie
Dated: _____, 2011	Hilda Leslie
Dated: _____, 2011	Deanna Murray
Dated: _____, 2011	Patrick Murray
Dated: _____, 2011	Emily West
Dated: _____, 2011	Tim Winsor, as Owner of Parcel 15
Dated: _____, 2011	Linda Winsor, as Owner of Parcel 15
Dated: _____, 2011	N Vincent Zinke
Dated: 7/31, 2011	John Zinke

Dated: Aug. 15th, 2011

Tom Kehler



Bruce Leak

Dated: \_\_\_\_\_, 2011

Curtis Leslie

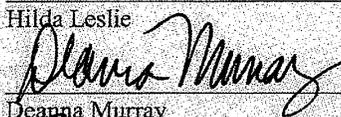
Dated: \_\_\_\_\_, 2011

Anne Leslie

Dated: \_\_\_\_\_, 2011

Hilda Leslie

Dated: 8-25, 2011



Deanna Murray

Dated: 8-25, 2011



Patrick Murray

Dated: \_\_\_\_\_, 2011

Emily West

Dated: \_\_\_\_\_, 2011

Tim Winsor, as Owner of Parcel 15

Dated: \_\_\_\_\_, 2011

Linda Winsor, as Owner of Parcel 15

Dated: \_\_\_\_\_, 2011

N Vincent Zinke

Dated: \_\_\_\_\_, 2011

John Zinke

APPROVED AS TO FORM AND CONTENT:

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Cynthia Hawley, Esq.  
Counsel for Defendants Tim and Linda Winsor

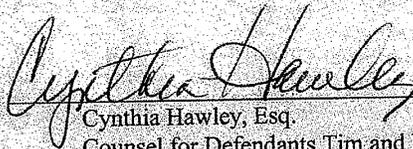
Dated: 7-22, 2011

DANER LAW FIRM, APLC

  
\_\_\_\_\_  
Adam M. Daner, Esq.  
Counsel for Plaintiff CRRA, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: 7-22, 2011



Cynthia Hawley, Esq.  
Counsel for Defendants Tim and Linda Winsor

Dated: \_\_\_\_\_, 2011

DANER LAW FIRM, APLC

---

Adam M. Daner, Esq.  
Counsel for Plaintiff CRRA, Inc.

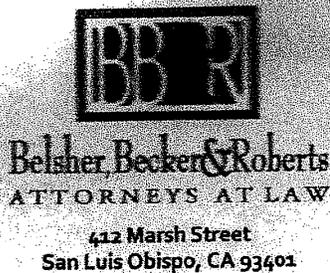
Exhibit C

County File Number DRC2011-00043

Exhibit C  
Winsor Fulfillment of Conditions of Settlement

C

John W. Belsher  
Howard M. Becker  
Steven P. Roberts  
Gregory A. Connell



ph: 805-542-9900  
fax: 805-542-9949  
info@bbriawfirm.com  
www.bbriawfirm.com

August 24, 2011

**VIA HAND DELIVERY**

Adam Daner  
DANER LAW FIRM  
5855 Capistrano Ave., Suite G  
Atascadero, CA 93422

**RE: Cambria Ranch Road Association v. Winsor, et al**

Dear Adam:

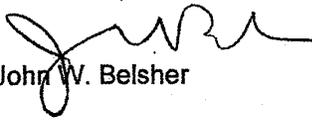
Enclosed find the following in fulfillment of obligations under the Agreement of Settlement and Full Mutual Release:

1. A check in the amount of \$11,276.12 payable to CRRA.
2. A contract signed by Winsor Construction for slide repair.

Please immediately file a dismissal with prejudice and advise me of its filing status.

Sincerely,

**BELSHER, BECKER & ROBERTS**

  
John W. Belsher

JWB/ab

Encls

cc: Bruce Leak  
Linda Winsor (via email)  
Cynthia Hawley, Esq.

P:\John's Files\WINSOR, Tim\CRRA v Winsor\Daner 08 24 11.wpd

P. O. Box 556  
Cambria, California 93428  
(805) 927-3321  
Fax (805) 927-9640  
E-mail: winsorconstruction@thegrid.net  
CA License No. 747281  
— Established 1973 —



Leach Rock  
Red Rock  
Sand  
Base Rock  
Lot Clearing  
Top Soil  
Rip Rap  
Demolition  
Beach Gravel  
Hauling  
Wood Recycling

Cambria Ranch Road Association (CRRA)

PO Box 507  
Cambria, Ca 93428

August 26, 2011

Re: Red Mountain Slide

1. Provide and install Drainage System.
2. Reconstruct west and east slopes and compact.
3. No Water Trucks or water or paving will be provided.
4. Permits and Engineering: All costs will be the responsibility of CRRA and are not included in the contracted price.
5. To avoid Damage to Red Mountain Road, Winsor's Large Equipment will access the Slide through adjoining ranch land, any costs from damage to Red Mountain Road from trucks, construction and repair of the slide would be the responsibility of CRRA.  
The Kehler's and Murray's agree to let us bring large machines through their property and release us from any damage that may result to land.
6. Winsor Construction will finance the job. No payments will be required until January 2013. No interest will be charged for the entire year of 2012. If the balance has not been paid by January 1, 2013, then an annual interest rate of 10% will be applied to the outstanding balance and the monthly minimum payment will be \$1,000.00.
7. The total cost for slide work will be \$40,000.00 for this slide in it's current state. If a permit is not received in a timely manner by CRRA and construction is delayed and not completed before October 15, 2011, then CRRA will be responsible for any added costs from enhanced erosion criteria or increase in slide mass.

Murray-Kehler's fence line Cattle Guard

8. Remove existing cattle guard. No charge.
9. Provide and reinstall a cattle guard that meets CDF standard. No charge.

Winsor Construction, Inc. Tim Winsor Date 9/27/11  
 CRRA, Inc. Blanca Murray - Sec/Treas Date 8/31/11

26



Exhibit D

County File Number DRC2011-00043

**Exhibit D**  
**Membership Votes to Dismiss Lawsuit**

**D**

**BALLOT TO DISMISS LAWSUIT**

The matter of the lawsuit filed against Tim and Linda Winsor, Case Number LC 100418 and filed on August 13, 2010, is being submitted to a vote of the membership of the Cambria Ranch Road Association.

The proposed action is to dismiss the lawsuit against Tim and Linda Winsor. Please check whether you approve or do not approve dismissal of the lawsuit.

Please sign and date the ballot and return your completed ballot on or before October 11, 2010

to: Tim or Linda Winsor 3785 San Simeon Creek Rd, Cambria California 93428

If your completed ballot is not received by the above date your vote will not be counted.

The number of responses needed to create a quorum is 3

The majority of returned ballots must be approvals in order to pass the proposed action.

If this vote is by proxy or power of attorney, please attach a copy of the proxy or power of attorney.

I approve dismissal of the lawsuit against Tim and Linda Winsor

I do not approve dismissal of the lawsuit against Tim and Linda Winsor

Date: 9-29-10

Patrick Murray  
Deanna Murray  
Signature

Patrick Murray  
Deanna Murray  
Print your name

8551 Red Mountain Rd.  
Cambria, CA 93428

**BALLOT TO DISMISS LAWSUIT**

The matter of the lawsuit filed against Tim and Linda Winsor, Case Number LC 100418 and filed on August 13, 2010, is being submitted to a vote of the membership of the Cambria Ranch Road Association.

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California 93428

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The majority of returned ballots must be approvals in order to pass the proposed action.

If this vote is by proxy or power of attorney, please attach a copy of the proxy or power of attorney.

I approve dismissal of the lawsuit against Tim and Linda Winsor

I do not approve dismissal of the lawsuit against Tim and Linda Winsor

Date: 9/27/10

Edmund Chang  
Signature

EDMUND CHANG  
Print your name

**BALLOT TO DISMISS LAWSUIT**

The matter of the lawsuit filed against Tim and Linda Winsor, Case Number LC 100418 and filed on August 13, 2010, is being submitted to a vote of the membership of the Cambria Ranch Road Association.

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The majority of returned ballots must be approvals in order to pass the proposed action.

If this vote is by proxy or power of attorney, please attach a copy of the proxy or power of attorney.

I approve dismissal of the lawsuit against Tim and Linda Winsor

I do not approve dismissal of the lawsuit against Tim and Linda Winsor

Date: 9/26/10

Signature *John Einke*

John Einke  
Print your name

**BALLOT TO DISMISS LAWSUIT**

The matter of the lawsuit filed against Tim and Linda Winsor, Case Number LC 100418 and filed on August 13, 2010, is being submitted to a vote of the membership of the Cambria Ranch Road Association.

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If your completed ballot is not received by the above date your vote will not be counted.

The number of responses needed to create a quorum is 3

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If this vote is by proxy or power of attorney, please attach a copy of the proxy or power of attorney.

I approve dismissal of the lawsuit against Tim and Linda Winsor

I do not approve dismissal of the lawsuit against Tim and Linda Winsor

Date: 10-1-10

Emily West  
Signature

Emily West  
Print your name

**BALLOT TO DISMISS LAWSUIT**

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to: Tim or Linda Winsor 3785 San Simeon Creek Rd, Cambria California 93428

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The majority of returned ballots must be approvals in order to pass the proposed action.

If this vote is by proxy or power of attorney, please attach a copy of the proxy or power of attorney.

I approve dismissal of the lawsuit against Tim and Linda Winsor

I do not approve dismissal of the lawsuit against Tim and Linda Winsor

Date: 10/4/10

  
Signature

BRUCE A. LEAK  
Print your name

**BALLOT TO DISMISS LAWSUIT**

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to: Tim or Linda Winsor 3785 San Simeon Creek Rd, Cambria California 93428

If your completed ballot is not received by the above date your vote will not be counted.

The number of responses needed to create a quorum is 3

The majority of returned ballots must be approvals in order to pass the proposed action.

If this vote is by proxy or power of attorney, please attach a copy of the proxy or power of attorney.

I approve dismissal of the lawsuit against Tim and Linda Winsor

I do not approve dismissal of the lawsuit against Tim and Linda Winsor

Date: 10/15/10

[Signature]  
Signature

Thomas Stehler  
Print your name

**BALLOT TO DISMISS LAWSUIT**

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If your completed ballot is not received by the above date your vote will not be counted.

The number of responses needed to create a quorum is 3

The majority of returned ballots must be approvals in order to pass the proposed action.

If this vote is by proxy or power of attorney, please attach a copy of the proxy or power of attorney.

I approve dismissal of the lawsuit against Tim and Linda Winsor

I do not approve dismissal of the lawsuit against Tim and Linda Winsor

Date: 9-28-10

Tim Winsor  
Signature

Tim Winsor  
Print your name

Exhibit E

County File Number DRC2011-00043

Exhibit E  
Previous Amendment of Development Plan  
to Release Parcel 19

**E**

CAMBRIA RANCH ROAD ASSOCIATION  
MINUTES, BOARD OF DIRECTORS MEETING  
OCTOBER 13, 2001

I. CALL TO ORDER

The meeting was called to order by President Attoe at 9:10 AM and a quorum of officers was confirmed. Present at the meeting were Wayne Attoe, Curtis Leslie, Hilda Leslie, Barbara Day, Dick Day, John Zinke and Ed Liston.

II. APPROVAL OF MINUTES

The minutes of the Annual Members Meeting of 01/06/01 were approved as submitted.

III. OLD BUSINESS

A. Road Maintenance

Wayne reported that the weather-delayed maintenance, including red rock, grading and culvert clean-out, will be done by Winsor Construction Co. in the near future, using trucked water as necessary.

→ B. Apitz v. CRRA - Update

Wayne advised that the lawsuit has been settled by the entry and filing of a stipulated judgment by the Superior Court on September 17, 2001, ordering Parcel 19 to be deleted from CRRA. Settlement payment by Apitz of \$3,905.46 has been received by CRRA. This action followed a court-ordered mediation session between the parties on 08/29/01, at which the settlement agreement was reached. Terms of the settlement are essentially identical to the one agreed to last year. [Secretary's note: That initial version was distributed to all members by Wayne on 11/24/00.] The final version excludes the contingency about deletion of Parcel 19 (Apitz) from SLOCCROA and includes a stipulation that CRRA will pay \$4,700 to Apitz in the event that the \$50,000 SLOCCROA fund is transferred to CRRA without any condition as to its use. Thus, effective 09/17/01 Parcel 19 was eliminated from CRRA (but not from SLOCCROA), and its owners have no further obligation to CRRA and no longer have any right to use any portion of the road.

C. SLOCCROA Status Report

Hilda reported that the County Planning Department (Terry Wahler) and CDF have agreed that a secondary access road (such as Access Road "C") will not be required. She advised that she continues to negotiate with the Planning Department to try to effect the dissolution of SLOCCROA, but that progress is slow and difficult, with terms, conditions and time-frame remaining uncertain.

D. Director Liability Resolution

Ed advised that the Director Liability Resolution was sent out to mail ballot and that 8 of 8 returned ballots were in the affirmative. Thus, the Resolution was certified on 03/06/01.

E. Wayne reported that the gate lock combination was changed on 02/15/01.

Exhibit F

County File Number DRC2011-00043

Exhibit F  
Previous Release of Parcel 18 from CRRA

**F**

Amendment Release by Andy ~~Walter~~  
Poteete

Recording requested by

DOC. NO. **22966**  
OFFICIAL RECORDS  
SAN LUIS OBISPO CO., CA

When recorded return to:

STEPHEN N. COOL  
Attorney at Law  
1577 El Camino Real  
Arroyo Grande, CA 93420

APR 26 1991

FRANCIS M. COONEY  
County Clerk-Recorder  
TIME 3:50 PM

AMENDMENT TO DECLARATION

THIS AMENDMENT to an "Amended Declaration of Covenants, Conditions and Restrictions for Maintenance of an Easement," which was recorded Dec. 18, 1990, in Book 3623, Pages 151 to 207, in the office of the San Luis Obispo County Recorder, hereinafter referred to as "the Declaration":

DECLARANTS:

CAMBRIA RANCH, INC., A California Corporation  
CLAYTON ANDREW POTEETE  
PETER F. FRITH, M.D., Professional Corporation Pension  
and Profit Sharing Trust dated July 30, 1979  
EDWARD H. and JONEEN LISTON INTER VIVOS TRUST AGREEMENT  
dated February 11, 1983

RECITALS:

A. Declarant CLAYTON ANDREW POTEETE (hereinafter "Poteete") is the owner of the following-described real property, which is one of the parcels of land affected by the Declaration:

PARCEL 18: THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27; THE NORTH 1/4 OF THE NORTHEAST 1/4 AND LOTS 3 AND 4 OF SECTION 34, IN TOWNSHIP 26 S, RANGE 8 E, MT. DIABLO MERIDIAN, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

Said property is hereinafter called "Parcel 18."

B. Poteete desires to withdraw from the Association established under the Declaration, and that his property described as Parcel 18 be deleted from the Declaration so as to no longer be affected by it.

NOW, THEREFORE, Declarants hereby declare that the Declaration is amended so as to delete therefrom the real property described herein as Parcel 18 (APN 11-291-27), and to eliminate Poteete and his successors in interest as members of the Cambria Ranch

in the office of the San Luis Obispo County Recorder, hereinafter referred to as "the Declaration":

DECLARANTS:

CAMBRIA RANCH, INC., A California Corporation  
CLAYTON ANDREW POTEETE  
PETER F. FRITH, M.D., Professional Corporation Pension  
and Profit Sharing Trust dated July 30, 1979  
EDWARD H. and JONEEN LISTON INTER VIVOS TRUST AGREEMENT  
dated February 11, 1983

RECITALS:

A. Declarant CLAYTON ANDREW POTEETE (hereinafter "Poteete") is the owner of the following-described real property, which is one of the parcels of land affected by the Declaration:

PARCEL 18: THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$   
OF SECTION 27; THE NORTH  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ ;  
AND LOTS 3 AND 4 OF SECTION 34, IN TOWNSHIP 26 S,  
RANGE 8 E, MT. DIABLO MERIDIAN, COUNTY OF SAN LUIS  
OBISPO, STATE OF CALIFORNIA.

Said property is hereinafter called "Parcel 18."

B. Poteete desires to withdraw from the Association established under the Declaration, and that his property described as Parcel 18 be deleted from the Declaration so as to no longer be affected by it.

NOW, THEREFORE, Declarants hereby declare that the Declaration is amended so as to delete therefrom the real property described herein as Parcel 18 (APN 11-291-27), and to eliminate Poteete and his successors in interest as members of the Cambria Ranch Road Association.

-1-

VOL 3679 PAGE 323

Declarants further declare that, effective upon recordation of this Amendment, neither Poteete nor his successors in interest shall have any further rights (including the right to use any of the road easement described in the Declaration not located on Parcel 18), nor have any of the duties and obligations provided under the Declaration.

Declarants further amend Exhibit C of the Declaration setting forth the percentage contributions of each affected parcel toward the cost of maintaining the road easement, to read as set forth in Exhibit A, attached hereto and incorporated herein.

DATED: April 9, 1991

CAMBRIA RANCH, INC., A California Corporation

By: [Signature]  
PRESIDENT

[Signature]  
CLAYTON ANDREW POTEETE

PETER F. FRITH, M.D., PROFESSIONAL CORPORATION PENSION AND PROFIT SHARING TRUST

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

EDWARD H. AND JONEEN LISTON INTER VIVOS TRUST AGREEMENT

STATE OF CALIFORNIA }  
COUNTY OF Kern } ss.

On this 26th day of April in the year 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Clayton Andrew Poteete

\_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed it.

WITNESS my hand and official seal.

[Signature]

OFFICIAL SEAL  
JUNE M. CARBONE  
NOTARY PUBLIC - CALIFORNIA  
KERN COUNTY  
My Comm. Expires Aug. 9, 1993

Declarants further declare that, effective upon recordation of this Amendment, neither Poteete nor his successors in interest shall have any further rights (including the right to use any of the road easement described in the Declaration not located on Parcel 18), nor have any of the duties and obligations provided under the Declaration.

Declarants further amend Exhibit C of the Declaration setting forth the percentage contributions of each affected parcel toward the cost of maintaining the road easement, to read as set forth in Exhibit A, attached hereto and incorporated herein.

DATED: April 18, 1991

CAMBRIA RANCH, INC., A California Corporation

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

CLAYTON ANDREW POTEETE

PETER F. FRITH, M.D., PROFESSIONAL CORPORATION PENSION AND PROFIT SHARING TRUST

By: Peter F. Frith  
Trustee

EDWARD H. AND JONEEN LISTON INTER VIVOS TRUST AGREEMENT

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

forth the percentage contributions of each affected parcel toward the cost of maintaining the road easement, to read as set forth in Exhibit A, attached hereto and incorporated herein.

DATED: April 9, 1991

CAMBRIA RANCH, INC., A California Corporation

By: [Signature]  
PRESIDENT

[Signature]  
CLAYTON ANDREW POTEETE

PETER F. FRITH, M.D., PROFESSIONAL CORPORATION PENSION AND PROFIT SHARING TRUST

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

EDWARD H. AND JONEEN LISTON INTER VIVOS TRUST AGREEMENT

STATE OF CALIFORNIA }  
 COUNTY OF Kern } ss.

On this 26th day of April, in the year 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Clayton Andrew Poteete

\_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed it.

WITNESS my hand and official seal.

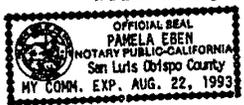
[Signature]  
Notary Public in and for said State.

OFFICIAL SEAL  
 JUNE M. CARBONE  
 NOTARY PUBLIC - CALIFORNIA  
 KERN COUNTY  
 My Comm. Expires Aug. 9, 1993

ACKNOWLEDGMENT - General - Notecote Form 233DA - Rev. 5-82  
 ©1982 WOLCOTT'S, INC. (Price Class 9-2)

instrument. VOL 3679 PAGE 325

WITNESS my hand and official seal.



[Signature]  
Notary Public in and for said State  
VOL 3679 PAGE 324

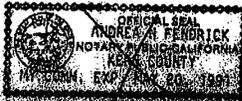
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Declarants further amend Exhibit C of the Declaration setting forth the percentage contributions of each affected parcel toward the cost of maintaining the road easement, to read as set forth in Exhibit A, attached hereto and incorporated herein.

DATED: 4/9, 1991

CAMBRIA RANCH, INC., A California Corporation

By: *Clayton Andrew Poteete*  
*Clayton Andrew Poteete*



*Clayton Andrew Poteete*  
CLAYTON ANDREW POTEETE  
CLAYTON ANDREW POTEETE, PROFESSIONAL CORPORATION PENSION AND PROFIT SHARING TRUST

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

EDWARD H. AND JONEN LISON TRER VIVOS TRUST AGREEMENT

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



\_\_\_\_\_

CAMBRIA RANCH, INC., A California Corporation

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

CLAYTON ANDREW POTEETE

PETER F. FRITH, M.D., PROFESSIONAL CORPORATION PENSION AND PROFIT SHARING TRUST

By: Peter F. Frith *msk*

EDWARD H. AND JONEEN LISTON INTER VIVOS TRUST AGREEMENT

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

-2-

VOL 3679 PAGE 327

45

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, Elba D. Hornsby, Notary Public in and for the Parish of East Baton Rouge, State of Louisiana, personally appeared Peter F. Frith, M.D., appearing herein in his capacity as Trustee of Peter F. Frith, M.D., Professional Corporation, Pension and Profit Sharing Trust, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as representing said corporation and acknowledged to me in the presence of the undersigned witnesses, that he executed the same on the date hereof on behalf of said corporation, and that it was executed for the uses, purposes and considerations therein expressed by authority of the Board of Directors of said Corporation, as the free act and deed of said Corporation.

SWORN TO AND SUBSCRIBED before me at Baton Rouge, Louisiana, on this 18th day of April, 1991.

WITNESSES:

Dunn Bradwell  
Carrie McKay

Peter F. Frith, M.D.  
Peter F. Frith, M.D.  
Trustee

Elba D. Hornsby  
Elba D. Hornsby, Notary Public

Declarants further declare that, effective upon recordation of this Amendment, neither Poteete nor his successors in interest shall have any further rights (including the right to use any of the road easement described in the Declaration not located on Parcel 18), nor have any of the duties and obligations provided under the Declaration.

Declarants further amend Exhibit C of the Declaration setting forth the percentage contributions of each affected parcel toward the cost of maintaining the road easement, to read as set forth in Exhibit A, attached hereto and incorporated herein.

DATED: 8 April, 1991

CAMBRIA RANCH, INC., A California Corporation

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

CLAYTON ANDREW POTEETE

PETER F. FRITH, M.D., PROFESSIONAL CORPORATION PENSION AND PROFIT SHARING TRUST

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

EDWARD H. AND JONEEN LISTON INTER VIVOS TRUST AGREEMENT

By: Edward H. Liston, Trustee

GENERAL ACKNOWLEDGMENT

NO. 201

State of California  
County of Los Angeles } SS.

On this the 8 day of April, 1991, before me,

Joan S. Yates  
the undersigned Notary Public, personally appeared

Edward H. Liston

- personally known to me
  - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) CS subscribed to the within instrument, and acknowledged that HE executed it.
- WITNESS my hand and official seal.



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

CLAYTON ANDREW POTEETE

PETER F. FRITH, M.D., PROFESSIONAL CORPORATION PENSION AND PROFIT SHARING TRUST

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

EDWARD H. AND JONEEN LISTON INTER VIVOS TRUST AGREEMENT

By: Edward H. Liston, Trustee

GENERAL ACKNOWLEDGMENT

NO. 201

State of California  
County of Los Angeles } SS.

On this the 8 day of April 1991, before me,

Joan S. Yates

the undersigned Notary Public, personally appeared

Edward H. Liston

- personally known to me
  - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that HE executed it.
- WITNESS my hand and official seal.



Notary's Signature \_\_\_\_\_

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE  
MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT RIGHT:

Title or Type of Document \_\_\_\_\_  
 Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_  
 Signer(s) Other Than Named Above \_\_\_\_\_

7120 122

NATIONAL NOTARY ASSOCIATION • 8228 Plummer

VOL 3679 PAGE 329

PERCENTAGE CONTRIBUTION  
BY EACH LOT

Parcel	Length From County Road	Percentage of Cost
14	28,246	8.98
15	27,198	13.31
16	25,105	10.29
17	27,769	10.33
19	23,841	11.34
20	20,610	9.63
22	11,557	5.09
23	18,914	9.63
24	19,453	7.30
25	10,715	8.08
A	12,986	6.02
Total		100.00

EXHIBIT A

END OF DOCUMENT

0070 330

Exhibit G

County File Number DRC2011-00043

**Exhibit G**  
**Current Bank Account Contains Over \$100,000**

**G**

50

## Attachment 7

## Cambria Ranch Road Association

7/23/2012 1:34 PM

Register: MS Active Assets

From 01/01/2012 through 07/23/2012

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/10/2012			-split-	Deposit		X	9,079.08	53,700.77
01/17/2012			-split-	Deposit		X	1,947.87	55,648.64
01/17/2012	633	Lynne F. Singer CPA	Professional Fees:Book...		388.79	X		55,259.85
01/28/2012			Morgan Stanley Interest	Interest		X	0.44	55,260.29
02/01/2012	634	ELECTRONIC GAT...	Maintenance & Repair...		460.33	X		54,799.96
02/01/2012	635	ORTON ENGINEER...	Maintenance & Repair...		2,140.00	X		52,659.96
02/01/2012	636	Winsor	Maintenance & Repair...		5,427.05	X		47,232.91
02/04/2012			-split-	Deposit		X	9,679.08	56,911.99
02/13/2012			Undeposited Funds	Deposit		X	682.27	57,594.26
02/15/2012			Undeposited Funds	Deposit		X	200.00	57,794.26
02/24/2012			-split-	Deposit		X	5,359.22	63,153.48
02/28/2012			Morgan Stanley Interest	Interest		X	0.46	63,153.94
03/07/2012	637	US POSTMASTER	Postage and Delivery		62.00	X		63,091.94
03/08/2012			Undeposited Funds	Deposit		X	3,796.81	66,888.75
03/16/2012			-split-	Deposit		X	1,564.54	68,453.29
03/26/2012			Undeposited Funds	Deposit		X	1,265.60	69,718.89
03/28/2012			Morgan Stanley Interest	Interest		X	0.54	69,719.43
04/12/2012			-split-	Deposit		X	3,996.81	73,716.24
04/18/2012			Undeposited Funds	Deposit		X	682.27	74,398.51
04/21/2012	639	Lynne F. Singer CPA	Professional Fees:Tax ...		375.00	X		74,023.51
04/24/2012			Undeposited Funds	Deposit		X	1,265.60	75,289.11
04/28/2012			Morgan Stanley Interest	Interest		X	0.57	75,289.68
05/02/2012	640	ELECTRONIC GAT...	Maintenance & Repair...		120.00	X		75,169.68
05/10/2012			-split-	Deposit		X	4,296.81	79,466.49
05/14/2012			Undeposited Funds	Deposit		X	682.27	80,148.76
05/22/2012			-split-	Deposit		X	1,465.60	81,614.36
05/30/2012	dep		Morgan Stanley Interest	Deposit		X	0.70	81,615.06
06/08/2012			Undeposited Funds	Deposit			3,796.81	85,411.87
06/18/2012			-split-	Deposit			4,775.89	90,187.76
06/21/2012			Undeposited Funds	Deposit			200.00	90,387.76
06/22/2012			Undeposited Funds	Deposit			1,265.60	91,653.36
07/13/2012			-split-	Deposit			7,779.10	99,432.46
07/23/2012			-split-	Deposit			882.27	100,314.73
07/23/2012			Undeposited Funds	Deposit			682.27	100,997.00

Exhibit H

County File Number DRC2011-00043

Exhibit H  
SLOCCROA Redistribution of \$50,000  
Fund Deemed to be Unnecessary

**H**

## Attachment 7

## SLO Owners Association

3/30/2009 11:30 AM

Register: Dean Witter Money Market

From 01/01/2004 through 05/31/2004

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/31/2004			Interest Income	Interest		X	16.16	51,192.94
02/13/2004	177	MEDALLION BOO...	Professional Fees:Acco...		37.50	X		51,155.44
02/29/2004			Interest Income	Interest		X	14.59	51,170.03
03/04/2004	178	Lynne F. Singer CPA	Professional Fees:Acco...		235.00	X		50,935.03
03/24/2004	179	Tim Winsor	Capital Stock		11,276.12	X		39,658.91
03/24/2004	180	Richard Day	Capital Stock		5,638.06	X		34,020.85
03/24/2004	181	Hilda Leslie	Capital Stock		5,638.06	X		28,382.79
03/24/2004	182	John Zinke	Capital Stock		5,638.06	X		22,744.73
03/24/2004	183	Thomas Kehler	Capital Stock		5,638.06	X		17,106.67
03/24/2004	184	Paul Ellis	Capital Stock		5,638.06	X		11,468.61
03/24/2004	185	Fred Apitz	Capital Stock		5,555.55	X		5,913.06
03/24/2004	186	MEDALLION BOO...	Professional Fees:Acco...		25.00	X		5,888.06
03/24/2004	187	Lynne F. Singer CPA	Professional Fees:Acco...	Final Tax return	200.00	X		5,688.06
03/24/2004	188	Cash	Expense Reimbursement		50.00	X		5,638.06
03/24/2004	189	Nelson Chang	Capital Stock		5,638.06	X		0.00
03/31/2004			Interest Income	Interest		X	13.49	13.49
04/14/2004			Interest Income	Interest		X	3.95	17.44
04/14/2004		Morgan Stanley	Bank Service Charges		1.74	X		15.70
04/14/2004			Expense Reimbursement	Final check to ...	15.70	X		0.00

Exhibit I

County File Number DRC2011-00043

Exhibit I  
CRRA Amendment to Hold \$50K  
Meets Condition of Approval

**I**

Recording requested by:  
Cambria Ranch Road Association

Public

DOC#: 2004077812

Title: 1 Pages: 28

When recorded, return to:  
Wayne Attoe, President  
Cambria Ranch Road Association  
P.O. Box 507  
Cambria, CA 93428



Fees	88.00
Taxes	0.00
Others	0.00
PAID	<u>88.00</u>

AMENDMENT TO DECLARATION

THIS AMENDMENT is to that "Amended Declaration of Covenants, Conditions and Restrictions for Maintenance of an Easement," recorded December 18, 1990 in Volume 3623, Pages 151-207, further amended and recorded April 26, 1991 in Volume 3679, Pages 323-330, December 18, 1992 in Volume 4010, Pages 401-404, June 17, 1999 as Document Number 1999-043813, August 7, 2000 as Document Number 2000-044554, and March 13, 2003 as Document Number 2003025597, all in Official Records of San Luis Obispo County, hereinafter referred to as the "Declaration of CC&Rs."

DECLARANTS

Declarants are the elected President and Secretary of the Board of Directors of the Cambria Ranch Road Association (hereinafter "Association"), acting in their official capacities on behalf of the Association.

RECITALS

1. WHEREAS Parcels 15, 16, 17, 20, 23, 24, 25 and A, as described in Exhibit A of the Declaration of CC&Rs, have heretofore been subject both to the provisions of this Declaration and to the provisions of that certain "Declaration of Covenants, Conditions, and Restrictions for San Luis Obispo County Cambria Ranch Owners Association," recorded November 20, 1990 in Volume 3611, Pages 391-424, Official Records of San Luis Obispo County (hereinafter "SLOCCROA"), and
2. WHEREAS the County of San Luis Obispo has established special development requirements and Conditions of Approval for said SLOCCROA parcels, set forth in County Development Plans D000263D (Exhibits A and B, hereof) and D870020D, on file with the County Department of Planning and Building, and
3. WHEREAS the County of San Luis Obispo has determined that the provisions of said special development requirements and Conditions of Approval do not apply to Parcels 14 and 22, as described in Exhibit A of the Declaration of CC&Rs, and
4. WHEREAS SLOCCROA, by vote of its members, has elected to dissolve upon recordation of this amendment, and
5. WHEREAS the members of SLOCCROA desire to transfer certain obligations required by said Conditions of Approval from SLOCCROA to the Cambria Ranch Road Association, and

6. WHEREAS the Board of Directors of the Association has determined that the assumption of said obligations by the Association is feasible and reasonable, and

7. WHEREAS an "Emergency Reserve Fund" in the amount of \$50,000 has been established by resolution of the Board of Directors of the Association, and

8. WHEREAS, pursuant to Article V, Section 5.1 (d) of the Declaration of CC&Rs, first mortgagees were notified of the proposed amending action and disapproval by a majority of first mortgagees was not received within fifteen days of said notification, and

9. WHEREAS by returned written mail ballot, nine affirmative votes by Members of the Association, and by oral affirmative vote of one Member at the 2004 Annual Meeting of the Association, the Members unanimously approved the proposed amending action and determined that it was in the best interests of the Association that Declarants amend the Declaration of CC&Rs as set forth hereinbelow, and

10. WHEREAS the Board of Directors of the Association has found that such an amendment is in the best interests of the Association;

DECLARATION:

NOW, THEREFORE, Declarants hereby declare that, effective upon recordation, the Declaration of CC&Rs is further amended so as to reflect that vote and determination as follows:

1. The Association shall assume responsibility for those road and easement maintenance requirements set forth in the Conditions of Approval for Development Plans D870020D and D000263D, on file with the County Department of Planning and Building (hereinafter "Conditions"), and incorporated herein by reference.
2. The Association, acting as a whole or through its Board of Directors shall have administrative and executive authority for any and all actions required under the Conditions.
3. For the purposes of this amendment the responsibilities and authority of the Association shall be limited to those Conditions pertaining exclusively to the maintenance of the first 1.7 miles of Red Mountain Road and its easement over the Phelan Ranch.
4. Apart from road and easement maintenance, the Association shall have no responsibility, obligation or authority concerning any Conditions that pertain to any of the individual parcels described in Exhibit A of the Declaration of CC&Rs.
5. In the event(s) that compliance with the Conditions should incur unusual costs for actions that would not ordinarily be required under the Duties of the Association as set forth in Section 3.6 of the Declaration of CC&Rs, such unusual costs shall be borne by the Association. Reimbursement to the Association for such unusual costs shall be made by the owners of those parcels that are subject to the Conditions through special assessments or through augmented regular assessments. Amendment of this fifth provision shall require the concurring vote of the owners of all parcels that are not subject to the Conditions.

DATED this 23 JUNE day of, 2004

**CAMBRIA RANCH ROAD ASSOCIATION**

By: 

Wayne Attoe, President

By: 

Joneen Liston, Secretary

**EXHIBITS:**

A: "Tentative Notice of Action," County of San Luis Obispo, Department of Planning and Building Staff Report, Meeting date March 13, 2003, File No. D000263D

B: "Notice of Final County Action," San Luis Obispo County, Department of Planning and Building, March 19, 2003, File No. D000263D



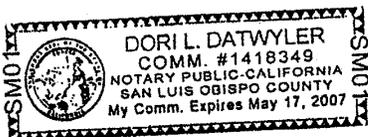
### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo

On June 23, 2004 before me, Dori L. Datwyler, Notary Public, personally appeared Wayne Attoe and Joneen Liston,

personally known to me - **OR** -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

*Dori L. Datwyler*  
Signature of Notary

#### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- Individual
- Corporate Officer

Title

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

- Limited
- General

#### DESCRIPTION OF ATTACHED DOCUMENT

Amendment To Declaration

Title or Type of Document

4

Number of Pages

June 23, 2004

Date of Document

Absent Signer (Principal) is Representing:

Signer(s) Other Than Name(s) Above

Exhibit 5

County File Number DRC2011-00043

**Exhibit J**  
**CRRA Amendment to Release**  
**Former Parcel 17 From Assessments**

**J**

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

8/23/2006  
 10:08 AM

Recording requested by  
 Cambria Ranch Road Association

DOC#: 2006059626

Titles: 1 Pages: 3

When recorded, return to:  
 Richard Day, President,  
 Cambria Ranch Road Assn.  
 P.O. Box 507  
 Cambria, CA 93428



Fees	13.00
Taxes	0.00
Others	0.00
PAID	<u>\$13.00</u>

### AMENDMENT TO DECLARATION

THIS AMENDMENT is to that "Amended Declaration of Covenants, Conditions and Restrictions for Maintenance of an Easement," recorded December 18, 1990 in Volume 3623, Pages 151-207, further amended and recorded April 26, 1991 in Volume 3679, Pages 323-330, December 18, 1992 in Volume 4010, Pages 401-404, June 17, 1999 as Document Number 1999-043813, August 7, 2000 as Document Number 2000-044554, March 13, 2003 as Document Number 2003025597, and September 1, 2004 as Document Number 2004077812, all in Official Records of San Luis Obispo County, hereinafter referred to as the "Declaration."

### DECLARANTS

DECLARANTS are the elected President and Secretary of the Board of Directors of the Cambria Ranch Road Association (hereinafter "Association"), acting in their official capacities on behalf of the Association.

### RECITALS

1. WHEREAS Parcel 17, as described in Exhibit A of the Declaration, and as modified by that certain lot line adjustment described in Document Number 1999-007545, Official Records of San Luis Obispo County, has been merged with the parcel to the south of said Parcel 17 with which it shared a common boundary, which merger was recorded February 9, 2001 as Document Number 2001-007998, and
2. WHEREAS by vote of the Members of the Association taken on January 7, 2006 it was acknowledged that the effect of said merger was to cause Parcel 17 to cease to exist as a separate parcel served by the road and easement described in the Declaration, and
3. WHEREAS Parcel 17 has been served by those easements described in Exhibits B and B-1 of the Declaration, including Access Road D, as described therein, and
4. WHEREAS the owner of Parcel 17 has agreed to quitclaim or otherwise relinquish all interest in said easements appurtenant to Parcel 17, and
5. WHEREAS, notwithstanding said proposed quitclaim of easements appurtenant to Parcel 17, all rights and obligations of owners of all other Parcels described in the Declaration, including easement rights of ingress, egress and utility use, remain in force, and

Attachment 7

6. WHEREAS, pursuant to Article V, Section 5.1 (d) of the Declaration, first mortgagees were notified of the proposed amending action and disapproval by a majority of first mortgagees was not received within fifteen days of said notification, and
7. WHEREAS at a Members Meeting on August 5, 2006, by a vote of seven in favor, none opposed and none abstaining, the Members, in attendance and by proxy, approved the proposed amending action set forth in this Amendment, and
8. WHEREAS the Board of Directors of the Association has determined that such an amendment is in the best interests of the Association;

DECLARATION

NOW, THEREFORE, Declarants hereby declare that, effective upon recordation of one or more quitclaim deeds or other suitable instruments relinquishing all interests by the owner of Parcel 17 in those easements appurtenant to Parcel 17 referenced hereinabove, and upon recordation of this Amendment, the Declaration is further amended so as to reflect the above vote of the Members and determination of the Board of Directors as follows:

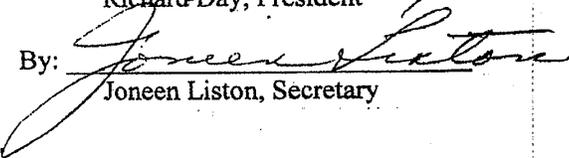
1. The Association shall immediately cease levying regular and special assessments, as provided in the Declaration, against the owner of said Parcel 17.
2. Any and all responsibilities or obligations that the Association may have with respect to Parcel 17 are hereby terminated.
3. The Association hereby abandons all interest in, and any claim of easement over and across, and terminates any obligation to maintain, and any responsibility concerning the use of said Access Road D to Parcel 17.
4. The legal description of the easements set forth in Exhibit B-1 of the Declaration is hereby modified so as to reflect the intent and provisions of this Amendment.

Declarants further declare that the action taken by this Amendment shall in no way affect or alter any of the Association's authority over or responsibility for those remaining portions of said easements and roads that are not abandoned by this Amendment.

DATED this 22 day of August, 2006

CAMBRIA RANCH ROAD ASSOCIATION

By:   
Richard Day, President

By:   
Joneen Liston, Secretary

Page 2 of 2

Exhibit K

County File Number DRC2011-00043

Exhibit K  
County Approval of Merger  
of Former Parcel 17

**K**



SAN LUIS OBISPO COUNTY  
DEPARTMENT OF PLANNING AND BUILDING

VICTOR HOLANDA, AICP  
DIRECTOR

BRYCE TINGLE, AICP  
ASSISTANT DIRECTOR

ELLEN CARROLL  
ENVIRONMENTAL COORDINATOR

FORREST WERMUTH  
CHIEF BUILDING OFFICIAL

February 23, 2001

David M. Brown  
PO Box 123  
Cambria, Ca 93428

SUBJECT: Final Approval and Recording of Winsor  
Notice of Voluntary Merger M2001-020

Dear David:

As previously indicated, the Notice of Voluntary Merger application was approved by the Department of Planning and Building on February 8, 2001 the document have been recorded with the County Recorder's Office on February 9, 2001, and a copy is enclosed for your records.

If you have any questions concerning your project or this notice please contact me at (805) 781-5600.

Sincerely,

Larry W. Kelly, Senior Planner  
Supervisor, Information Services Group

Enclosure

Recorded Notice of Voluntary Merger (1)

cc: Tim J. Winsor

RECORDING REQUESTED BY  
SAN LUIS OBISPO COUNTY

WHEN RECORDED, RETURN TO:

Director of Planning & Building  
County Government Center  
San Luis Obispo, California 93408  
ATTN: Leonard F. Mansell

APN(S): 011-291-003 and 040  
PROJECT/PCL NO: M2001-020/1 FILE NO: S000174V

Doc No: 2001-007998

Rpt No: 00010433

Official Records  
San Luis Obispo Co.  
Julie L. Rodewald  
Recorder  
Feb 09, 2001  
Time: 10:49

RF -1 16.00

[ 4 ]

TOTAL 16.00



**NOTICE OF VOLUNTARY MERGER**

The following real property and the MERGER thereof into the following configuration, described in Exhibit A, has been voluntarily requested on the part of all owners of interest in said real property (see RECORD OWNER(S) below), and agreed to on the part of the County of San Luis Obispo. The following real property and the merger thereof into ONE (1) PARCEL as of the date of recording of this document, has been determined to be in compliance with the applicable provisions of the Subdivision Map Act of the State of California and local ordinances enacted pursuant thereto. The parcel CAN NOT be sold in units other than as described herein without having complied with all requirements of the State Subdivision Map Act and the county's Real Property Division Ordinance. Said real property being described as:

*As described in Exhibit A attached to this notice and incorporated herein as if set forth in full.*

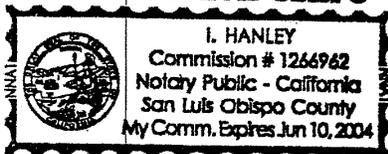
**RECORD OWNER(S):**

Tim L. Winsor, Trustee of the Tim Winsor Revocable Trust dated May 13, 1997.

VICTOR HOLANDA  
Director, Department of Planning and Building

By: Leonard F. Mansell  
Leonard F. Mansell, Planner III

STATE OF CALIFORNIA )  
COUNTY OF SAN LUIS OBISPO ) SS



(SEAL)

On this 8<sup>th</sup> day of February, in the year 2001, before me, I. Hanley, Notary Public, personally appeared Leonard F. Mansell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that, he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

I. Hanley  
I. Hanley, Notary Public

APN(S): 011-291-003 and 040  
PROJECT NO: M2001-020

FILE NO: S000174V  
PARCEL NO: 1

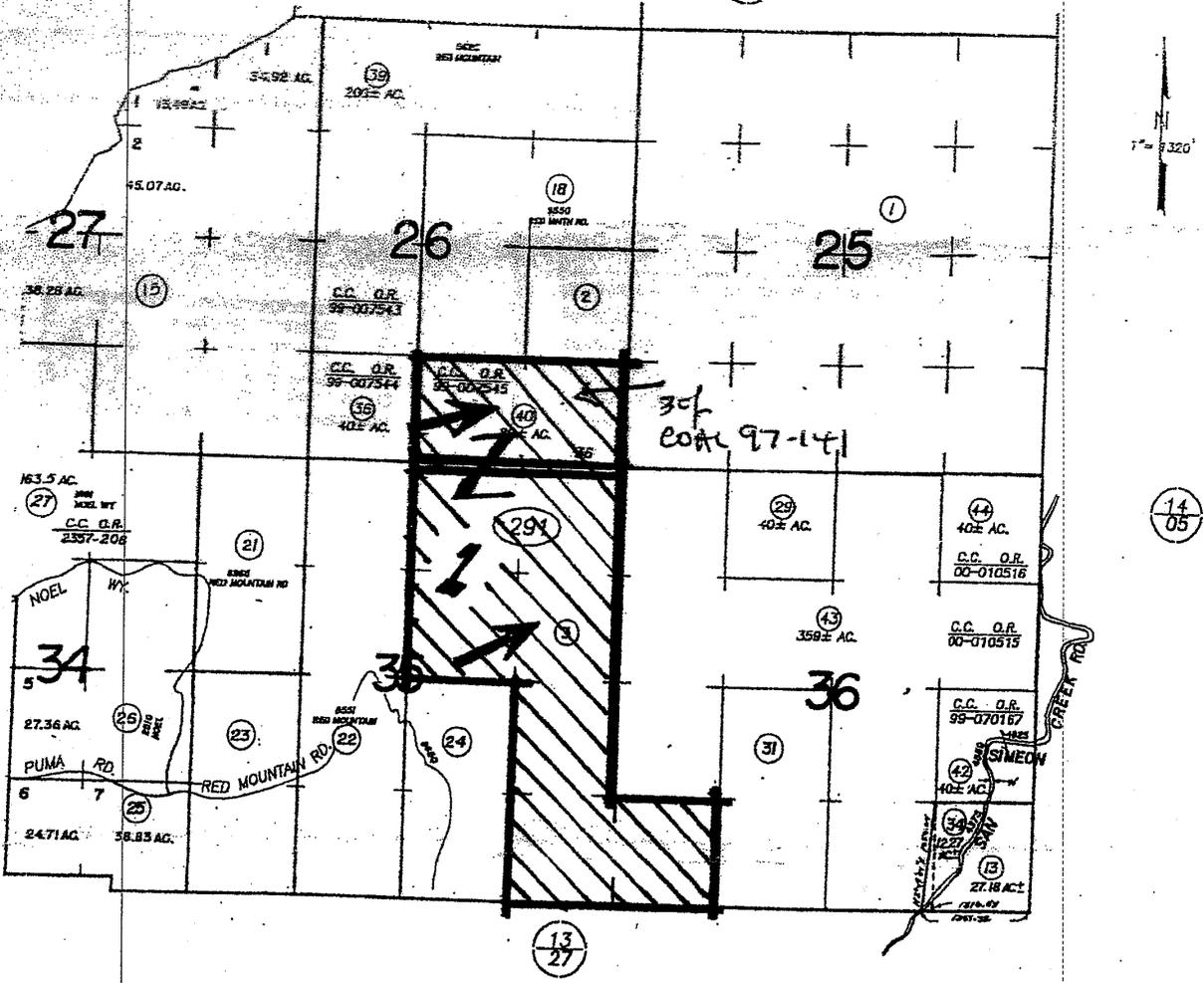
**EXHIBIT A**  
**Legal Description**

The Northeast Quarter, and the East Half of the Southeast Quarter of Section 35; The Southwest Quarter of the Southwest Quarter of Section 36; and the South Half of the Southeast Quarter of Section 26, in Township 26 South, Range 8 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof, said Portion of Section 26, also beings described as Parcel 3 of Lot Line Adjustment COAL 97-141, as described in Certificate of Compliance recorded February 1, 1999 as instrument No. 1999-007547 of Official Records.

APN(S): 011-291-003 and 040  
PROJECT NO: M2001-020

FILE NO: S000174V  
PARCEL NO: 1

**EXHIBIT B**  
Map



T. 26 S., R. 8 E., M. D. M.

ASSESSOR'S MAP COUNTY OF  
SAN LUIS OBISPO, CA.  
BOOK 01, PAGE 23

N(S): 011-291-003 and 040  
PROJECT NO: M2001-020

FILE NO: S000174V  
PARCEL NO: 1

**OWNER SIGNATURE PAGE**

*Tim L Windsor*

OWNER(S):

STATE OF California )  
 ) SS  
 COUNTY OF San Luis Obispo )



( SEAL )

On this 30th day of January, in the year 2002, before me, Manuel Torres, a Notary Public, personally appeared Tim L Windsor

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that, he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

*Manuel Torres*  
 Notary Public

OWNER(S):

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

( SEAL )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 19 \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that, he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
 Notary Public

END OF DOCUMENT

Exhibit L

County File Number DRC2011-00043

Exhibit L  
Quitclaim of Entire Red Mountain Road Easement

**L**

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

SC  
8/23/2006  
10:08 AM

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

John W. Belsher  
Belsher & Becker  
412 Marsh Street  
San Luis Obispo, CA 93401

DOC#: 2006059627



Title: 1 Pages: 4

Fees 16.00  
Taxes 0.00  
Others 2.00  
PAID \$18.00

MAIL TAX STATEMENTS TO:

Tim Winsor  
PO Box 556  
Cambria, CA 93426

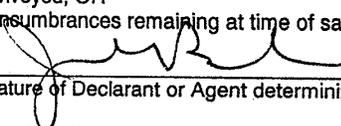
SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN#: 011-291-014, 016, 020, 022, 023, 024, 025, 036, 039, 045

DOCUMENTARY TRANSFER TAX: \$ 0

Computed on consideration or value of property conveyed; OR  
 Computed on consideration or value less liens or encumbrances remaining at time of sale.

FILED	FEE PAID	EXEMPT	OUT OF STATE
		AS	

  
(signature of Declarant or Agent determining tax - firm name)

**QUITCLAIM DEED**

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

Tim L. Winsor, Trustee of the Tim Winsor Revocable Trust dated May 13, 1997, as owner of Parcel 17 of the Cambria Ranch Road Association as described in Exhibit A to that certain Amended Declaration of Covenants, Conditions and Restrictions for Maintenance of an Easement (CC&Rs) recorded December 18, 1990 as Document No. 84912 in the Official Records of San Luis Obispo County, as said Parcel 17 was merged with adjacent parcels, legally described in Exhibit "A" hereto,

do(es) hereby REMISE, RELEASE AND FOREVER QUITCLAIM

all that interest in easements described in Exhibits B and B-1 of said CC&Rs, as amended, including Access Road D appurtenant to Parcel 17 of said CC&Rs,

TO

Richard Hollis Day and Barbara Gordon Day, Trustees of the Gordon Day Trust, under Declaration of Trust dated February 24, 1993, (owners of Parcel A of said CC&Rs), Wayne O. Attoe and Peter F. Frith, Trustees of the Attoe-Frith Trust, UTD 11/7/02 (owners of Parcel 14 of said CC&Rs), Tim Winsor and Linda Winsor, Trustees of the Tim Winsor and Linda Winsor Revocable Trust dated September 14, 2005 (owners of Parcel 15 of said CC&Rs), Thomas P. Kehler and Laurie O. Kehler, Husband and Wife as Community Property (owners of Parcel 16 of said CC&Rs), Hilda C. Leslie, Trustee of the Trust B of the Hilda C. Leslie and P. Robert Leslie Trust Agreement dated June 27, 1974 (owner of Parcel 20 of said CC&Rs), Edward H. Liston and Joneen Liston, Trustees of the Edward H. And Joneen Liston Inter Vivos Trust Agreement dated 2-11-83 (owners of Parcel 22 of said CC&Rs), John Dudley

Zinke and Nancy Augusta Vincent Zinke, Trustees of the Zinke Family Trust, dated October 10, 2003 (owners of Parcel 23 of said CC&Rs), David John Kolos and Carol E. Kolos, husband and wife as community property with right of survivorship (owners of Parcel 24 of said CC&Rs), and Laurence Chang, a married man as his sole and separate property, as to an undivided 1/3 interest and Phyllis Chang, a single woman, as to an undivided 1/3 interest and Edmund Chang, a married man as his sole and separate property, as to an undivided 1/3 interest (owners of Parcel 25 of said CC&Rs).

Dated: 8/22/06

TIM WINSOR REVOCABLE TRUST DATED  
MAY 13, 1997

By: Tim Winsor, Trustee  
Tim Winsor, Trustee

**EXHIBIT A**

**LEGAL DESCRIPTION:**

The Northeast Quarter, and the East Half of the Southeast Quarter of Section 35; the Southwest Quarter of the Southwest Quarter of Section 36; and the Sough Half of the Southeast Quarter of Section 26, in Township 26 South, Range 8 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof, said Portion of Section 26, also being described as Parcel 3 of Lot Line Adjustment COAL 97-141, as described in Certificate of Compliance recorded February 1, 1999 as Instrument No. 1999-007847 of Official Records.



**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN LUIS OBISPO**

CAMBRIA RANCH ROAD ASSOCIATION  
Plaintiff(s),  
VS.  
TIM WINSOR  
Defendant(s).

CASE NUMBER

LC100418

**Dismissal pursuant to CRC 3.1385**

Court's Copy

**Judge: Hon. Dodie A. Harman**

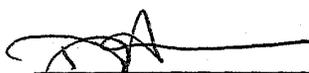
**Dept: 8**

**Date: August 29, 2011**

The court having been advised that the above entitled matter has been settled and good cause appearing, the matter is ordered dismissed on **February 14, 2012** absent a motion to vacate this order filed by counsel prior to that date.

All case management conferences, settlement conferences and trial dates related to this matter are vacated.

The court consents to any written request in the settlement agreement to retain jurisdiction to enforce the terms of the settlement (CCP 664.6).

  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

PLANNING COMMISSION

AGENDA ITEM: 7  
DATE: 7/26/12

DO NOT REMOVE FROM FILE

Attachment 7

STATE OF CALIFORNIA, COUNTY OF SAN LUIS OBISPO

Civil Division

CERTIFICATE OF MAILING

CAMBRIA RANCH ROAD ASSOCIATION  VS.  TIM WINSOR	LC100418
---	----------

Daner, Adam M.  
*Attorney for Plaintiff*  
DANER LAW FIRM  
5955 Capistrano Avenue, Suite G  
Atascadero CA 93422 0000

Hawley, Cynthia  
*Attorney for Defendant*  
LAW OFFICES OF PARKER & HAWLEY  
PO Box 29  
Cambria CA 93428

Peterson, David C  
*Party to be noticed*  
1835 Atascadero Road  
Atascadero CA 93422 0000

\*  
*Attached Pleading:*  
Notice pursuant to CRC 3.1385

Under penalty of perjury, I hereby certify that I deposited in the United States mail, at San Luis Obispo, California, first class postage prepaid, in a sealed envelope, a copy of the foregoing addressed to each of the above  
OR

If counsel has a pickup box in the Courthouse that a copy was placed in said pickup box this date.

SUSAN MATHERLY, Court Executive Officer

by Dendrem Silbert, Deputy

Dated: AUG 31 2011

SEP - 2 2011

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Adam M. Daner, Esq. SBN 171886 Daner Law Firm 5855 Capistrano Ave., Suite G Atascadero, CA 93422 TELEPHONE NO.: 805-464-5003 FAX NO. (Optional): 805-464-5004 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiffs, Cambria Ranch Road Association, Inc.	FOR COURT USE ONLY  <b>FILED</b>  SEP 02 2011  SAN LUIS OBISPO SUPERIOR COURT BY <u>[Signature]</u> K. Martin Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Luis Obispo STREET ADDRESS: 1035 Palm Street, Room 385 MAILING ADDRESS: 1035 Palm Street, Room 385 CITY AND ZIP CODE: San Luis Obispo, CA 93408 BRANCH NAME: San Luis Obispo	
PLAINTIFF/PETITIONER: Cambria Ranch Road Association, Inc. DEFENDANT/RESPONDENT: Tim and Linda Winsor	
<b>REQUEST FOR DISMISSAL</b> <input type="checkbox"/> Personal Injury, Property Damage, or Wrongful Death <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <input type="checkbox"/> Family Law <input type="checkbox"/> Eminent Domain <input checked="" type="checkbox"/> Other (specify): Breach of Contract	CASE NUMBER:  LC100418
- A conformed copy will not be returned by the clerk unless a method of return is provided with the document. -	

1. TO THE CLERK: Please dismiss this action as follows:
- a. (1)  With prejudice (2)  Without prejudice
  - b. (1)  Complaint (2)  Petition
  - (3)  Cross-complaint filed by (name): on (date):
  - (4)  Cross-complaint filed by (name): on (date):
  - (5)  Entire action of all parties and all causes of action
  - (6)  Other (specify):\*

2. (Complete in all cases except family law cases.)

Court fees and costs were waived for a party in this case. (This information may be obtained from the clerk. If this box is checked, the declaration on the back of this form must be completed).

Date: August 31, 2011

Adam M. Daner, Esq.

(TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)

\*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

[Signature]  
(SIGNATURE)

Attorney or party without attorney for:

- Plaintiff/Petitioner  Defendant/Respondent
- Cross-Complainant

3. TO THE CLERK: Consent to the above dismissal is hereby given.\*\*

Date:

(TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)

\*\* If a cross-complaint - or Response (Family Law) seeking affirmative relief - is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (f) or (j).

[Signature]  
(SIGNATURE)

Attorney or party without attorney for:

- Plaintiff/Petitioner  Defendant/Respondent
- Cross-Complainant

(To be completed by clerk)

- 4.  Dismissal entered as requested on (date): SEP 02 2011
- 5.  Dismissal entered on (date): as to only (name):
- 6.  Dismissal not entered as requested for the following reasons (specify):

- 7. a.  Attorney or party without attorney notified on (date): SEP 06 2011
- b.  Attorney or party without attorney not notified. Filing party failed to provide  a copy to be conformed  means to return conformed copy

Date: SEP 06 2011

Clerk, by [Signature]

Deputy  
Page 1 of 2

**PROOF OF SERVICE  
(CCP § 1013(a) and 2015.5)**

I am employed in the County of San Luis Obispo, State of California. I am over the age of 18 and not a party to the within action; my business address is 5855 Capistrano Ave., Suite G, Atascadero, California 93422.

On August 30, 2011, I served a copy of the attached "REQUEST FOR DISMISSAL" on the interested parties in this action by placing same in a sealed envelope, addressed as follows:

Cynthia Hawley  
P.O. Box 29  
Cambria, CA 93428

**BY MAIL** - Following ordinary business practice, I placed said envelope(s) for collection and mailing at the offices of Daner Law Firm, located at 5855 Capistrano Ave., Suite G, Atascadero, California 93422. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid, at San Luis Obispo, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

**BY CALIFORNIA OVERNIGHT** - I caused the envelope(s) to be delivered to an authorized courier or driver authorized by CALIFORNIA OVERNIGHT to receive documents with delivery fees provided for.

**BY FEDERAL EXPRESS** - I caused the envelope(s) to be delivered to an authorized courier or driver authorized by FEDERAL EXPRESS to receive documents with delivery fees provided for.

**BY FACSIMILE** - I caused the above-described document(s) to be transmitted to the interested parties at the facsimile number(s) indicated above and the activity report(s) generated by facsimile number (805) 464-5004 indicated all pages were transmitted.

**BY PERSONAL SERVICE** - I caused such envelope(s) to be delivered by hand to the address(es) shown above.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct and that this declaration was executed on August 30, 2011 at Atascadero, California.

  
\_\_\_\_\_  
KARLA R. MONTGOMERY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Adam M. Daner, SBN 171886 5855 Capistrano Ave., Ste G Atascadero, CA 93422  TELEPHONE NO.: 805-464-5003 FAX NO. (Optional): 805-464-5004 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiffs	FOR COURT USE ONLY  <p style="text-align: center;"><b>FILED</b></p> <p style="text-align: center;">AUG 26 2011</p> SAN LUIS OBISPO SUPERIOR COURT BY  J. Cacho, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Luis Obispo STREET ADDRESS: 1035 Palm Street, Room 385 MAILING ADDRESS: 1035 Palm Street, Room 385 CITY AND ZIP CODE: San Luis Obispo, CA 93408 BRANCH NAME: San Luis Obispo	
PLAINTIFF/PETITIONER: Cambria Ranch Road Association, Inc.  DEFENDANT/RESPONDENT: Tim and Linda Winsor	CASE NUMBER: LC100418 JUDGE: DEPT.: 8
<b>NOTICE OF SETTLEMENT OF ENTIRE CASE</b>	

**NOTICE TO PLAINTIFF OR OTHER PARTY SEEKING RELIEF**

You must file a request for dismissal of the entire case within 45 days after the date of the settlement if the settlement is **unconditional**. You must file a dismissal of the entire case within 45 days after the date specified in item 1b below if the settlement is **conditional**. Unless you file a dismissal within the required time or have shown good cause before the time for dismissal has expired why the case should not be dismissed, the court will dismiss the entire case.

**To the court, all parties, and any arbitrator or other court-connected ADR neutral involved in this case:**

1. This entire case has been settled. The settlement is:
  - a.  **Unconditional.** A request for dismissal will be filed within 45 days after the date of the settlement.  
Date of settlement:
  - b.  **Conditional.** The settlement agreement conditions dismissal of this matter on the satisfactory completion of specified terms that are not to be performed within 45 days of the date of the settlement. A request for dismissal will be filed no later than (date): 12/31/2011
2. Date initial pleading filed: July 14, 2010
3. Next scheduled hearing or conference:
  - a. Purpose:
  - b.  (1) Date:
  - (2) Time:
  - (3) Department:
4. Trial date: September 12, 2011
  - a.  No trial date set.
  - b.  (1) Date: 9/12/11
  - (2) Time: 9:00 a.m.
  - (3) Department: D8

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: August 26, 2011

Adam M. Daner, Esq.

(TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)

  
 (SIGNATURE)

**PROOF OF SERVICE  
(CCP § 1013(a) and 2015.5)**

I am employed in the County of San Luis Obispo, State of California. I am over the age of 18 and not a party to the within action; my business address is 5855 Capistrano Ave., Suite G, Atascadero, California 93422.

On August 20, 2011, I served a copy of the attached "NOTICE OF SETTLEMENT OF ENTIRE CASE" on the interested parties in this action by placing same in a sealed envelope, addressed as follows:

Cynthia Hawley  
P.O. Box 29  
Cambria, CA 93428

**BY MAIL** - Following ordinary business practice, I placed said envelope(s) for collection and mailing at the offices of Daner Law Firm, located at 5855 Capistrano Ave., Suite G, Atascadero, California 93422. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid, at San Luis Obispo, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

**BY CALIFORNIA OVERNIGHT** - I caused the envelope(s) to be delivered to an authorized courier or driver authorized by CALIFORNIA OVERNIGHT to receive documents with delivery fees provided for.

**BY FEDERAL EXPRESS** - I caused the envelope(s) to be delivered to an authorized courier or driver authorized by FEDERAL EXPRESS to receive documents with delivery fees provided for.

**BY FACSIMILE** - I caused the above-described document(s) to be transmitted to the interested parties at the facsimile number(s) indicated above and the activity report(s) generated by facsimile number (805) 464-5004 indicated all pages were transmitted.

**BY PERSONAL SERVICE** - I caused such envelope(s) to be delivered by hand to the address(es) shown above.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct and that this declaration was executed on August 20, 2011 at Atascadero, California.

  
KARLA R. MONTGOMERY

County file# DRC2011-00043

My name is Joyce Williams, I live on San Simeon Creek. My Father purchased the 260 acre portion of the ranch in question from the original homesteader Jim Doty. The access was established way back then and is still the access today. Tim bought the property from us. We were so glad to have it go to someone who knew Dad and would keep it as Ranchland. My Father was quite the cattleman and he loved his ranches. He would have been thrilled to know that Tim not only bought the Doty Ranch, but he made it larger!

I currently live to the north of Tim & Linda Winsor. We share a fence line and the Winsor's lease my 2000 acre ranch to run their cattle. They are good neighbors and good stewards of the land.

We need to support agriculture. People need to be fed. Holding a development liability on a parcel that no longer has any of the development benefits is wrong. It undermines the ability of this parcel to be productive as an agriculture parcel and completely defuses the point of the legal land merger. Tim & Linda have a tremendous amount of support from the people of San Simeon Creek Road. The people who live here love the land and do not want to see residential development tracts affect the neighboring ranches. This area is made up of large farms and ranches; it is rural and very beautiful. Please don't pass up this opportunity to support voluntary preservation of the San Simeon Creek watershed; you may not ever meet another person like Tim who has given up so much to keep ranchland intact.

Joyce Williams



<[avorancher@hotmail.com](mailto:avorancher@hotmail.com)>

PLANNING COMMISSION

AGENDA ITEM: 7  
DATE: 7/26/12

DO NOT REMOVE FROM FILE

# DRC-2011-0043

I support removal and release of parcel 17 from the Development plan.

This is achievable and has been done before. The Hearst Ranch bought parcels from the Cambria Ranch development and merged them into their larger Ag conservation land. Residential density is an environmental concern and voluntary surrender of a development parcel should be applauded not condemned. Red Mountain Road is better without the traffic from so many parcels. Safety is enhanced by eliminating residential traffic. Maintenance goes down as portions of the access road are eliminated. Fire and water impacts are negated.

It is expensive to build a large parcel form smaller ones and the opportunity to support this kind of endeavor does not come up every day.

Agriculture is vital to our existence and the American heritage of ranching should never be lost. Ranch land is disappearing fast; please support the Winsor's effort to keep some of it intact for future generations.

Thank you

Printed Name Bill Flewlow

Date 7-25-2012

Address 1772 San Simeon Creek Rd San Simeon

Signature 

PLANNING COMMISSION

AGENDA ITEM: 7  
DATE: 7/26/12

DO NOT REMOVE FROM FILE

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

As a resident or owner of property on San Simeon Creek Road, I support removal of former parcel 17 from the development plan.

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed Kathy Haanen

Print name Kathy Haanen

Address 4825 San Simeon Creek

Date 7/23/12

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

As a resident or owner of property on San Simeon Creek Road, I support removal of former parcel 17 from the development plan.

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed Clint Winsor

Print name Clint Winsor

Address 4550 San Simeon Creek Road, Cambria, 93428

Date 7-22-12

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

I support removal of former parcel 17 from development

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

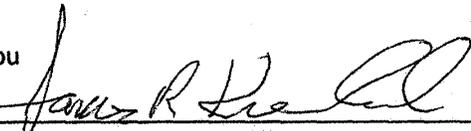
Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed

Print name

Date

  
\_\_\_\_\_  
JAMES A. RENKEL  
7-25-12

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

I support removal of former parcel 17 from development

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed

Sandra A. Krenkel

Print name

SANDRA A. KRENKEL

Date

7/25/12

## PUBLIC PETITION

**North Coast Ag ranchland needs to be protected for future generations!  
We support the Winsor's in reducing development on their land,  
protecting and expanding their ranchland by taking it out of  
development and putting it into Ag Conservation. We support the  
removal of the former 80 acre parcel from the Cambria Ranch  
Development Plan.**

Circle Yes if you are a Farmer or Rancher

Print Name	Address	Signature	
Shirley Mar	2191 Ogden Dr.	Shirley Mar	yes
Jim Murreu	2650 MAIN ST. #2	Jim Murreu	yes
Helen Pittman	636 Worcester Dr	Helen Pittman	yes
<del>Victoria Van Dyke</del>	<del>2525 Kenney</del>	<del>Victoria Van Dyke</del>	<del>yes</del>
James Mulrooney	2536 Wilcombe	JAMES E. MULROONEY	yes
Anne Winkburn	2890 Burton Circle	Anne Winkburn	yes
NICK WILKINSON	1719 14 <sup>th</sup> ST. LOS OSOS, CA	Nick	yes
Elizabeth Appel	335 Cambridge St.	E Appel	yes
PAT RILEY	2880 LYLE	Pat Riley	yes
Amy Ruiz	2310 Wilcombe Dr.	Amy Ruiz	yes
Ashlyn Yetter	2010 Avon Ave	Ashlyn Yetter	yes
Kathleen Reichardt	374 Worcester	Kathleen Reichardt	yes
Anna Marmil	13031 Wood Drive	Anna Marmil	yes
Beck Smith	1536 Garden St. SLO, CA 93401	Beck Smith	yes

## STATEMENT OF

PLANNING COMMISSION

R.H. DAY AT WINSOR HEADINGS

AGENDA ITEM 7

DATE:

7/26/12

26 July 2012

DO NOT REMOVE FROM FILE

CRRA is a mutual benefit corporation. As the benefit "runs with the land" membership is determined by ownership. Tim Winsor became a member with his purchase of parcels 15 and 17. He served as an officer and attended meetings regularly. Then abruptly he announced that by virtue of a lot-line adjustment one of his parcels was no longer part of the association. He ceased paying his dues on that parcel.

Although the lines defining various parcels were adjusted at least once before and although one parcel was removed when a landslide destroyed ~~the~~ benefit, Winsor's cessation is the first case of its kind and entirely inconsistent with his previous conscientious participation.

We ask the county and state to insist that all owners in CRRA obey all association, county, and state law and regulations.



I wish to comment on the upcoming agenda item for July 26, 2012 Planning Commission hearing, RE: County file # DRC2011-0043 to consider a request by Tim Winsor for a Development Plan/Coastal Development Plan Permit to amend & modify DP D870020D.

This is the second attempt by Tim Winsor to secure release from his membership obligations for San Luis Obispo County Cambria Ranch Owner Association (SLOCRRROA), a nonprofit mutual benefit unincorporated association.

We attended and spoke before the Planning Commission in October of 2010.

Despite the Planning Department recommendation for release presented by Mr. Wahler the Commission voted to reject the Planning Department recommendation. This decision may or may not be appealed.

Simple facts regarding membership:

- (1) Membership is a condition of ownership of a parcel in the Associations, it runs with the land. If you buy property you're in and if you sell you're out.

*Declarations of Covenants, and Conditions, and Restrictions for San Luis Obispo County Cambria Ranch Owner Association (SLOCRRROA CC&Rs)*

DOC. NO. 79483  
Official Records San Luis Obispo Co., CA  
Nov. 20, 1990  
Francis M. Cooney  
County Clerk-Recorder  
Time 8:35 am

PLANNING COMMISSION

AGENDA ITEM: 1  
DATE: 7/26/12

DO NOT REMOVE FROM FILE

VOL 3611 PAGE 391

RECITALS:

*Declarant is the owner of all that certain real property located in the County of San Luis Obispo, State of California, more particularly describe in Exhibit A to this Declaration.*

*DECLARANT HEARBY DECLARES that the parcels described in Exhibit A are held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, and restrictions, and the Easement Agreement between the Declarant and Phelan Bros. Cattle Company, recorded in Book 2992, Page 319 in the official records of San Luis Obispo County, all of which are declared and agreed to be furtherance of a plan for the parcels, and particularly the maintenance and repair to the access road to them. All of the covenants, conditions, and restrictions herein set forth, and the*

*obligations of the Easement Agreement shall run with the parcels and shall be binding upon all parties having or acquiring any right, title, or interest therein, or any part thereof, and shall be for the benefit of each owner of any parcel or any interest therein, and shall inure to the benefit and be binding upon each successor in interest of any owner of a parcel.*

*Amended Declarations of Covenants, and Conditions, and Restrictions  
for Maintenance of an Easement*

*Cambria Ranch Road Association (CRRRA CC&Rs)*

*DOC. NO. 84912*

*OFFICIAL RECORDS*

*SAN LUIS OBISPO CO., CA*

*Dec. 18, 1990*

*Francis M. Cooney*

*County Clerk-Recorder*

*Time 1:30 PM*

*VOL 3623 PAGE 151 & 152*

**RECITALS:**

*(A)Declarant is the owner of all that certain real property located in the County of San Luis Obispo, State of California, more particularly describe in Exhibit A to this Declaration (the property) and that certain easement from Phelan Bros, Cattle Company to Cambria Ranch, Inc. recorded in book 2992, page 319 of the official records of the County of San Luis Obispo (Easement Agreement).*

*DECLARANT HEARBY DECLARES that the parcels described in Exhibit A are held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, and restrictions, and the Easement Agreement between the Cambria Ranch, Inc. and Phelan Bros. Cattle Company, which is described above, and recorded in the official records of San Luis Obispo County, all of which are declared and agreed to be in furtherance of a plan for the parcels, and particularly the maintenance and repair to the access road to them. All of the covenants, conditions, and restrictions herein set forth, and the obligations of the Easement Agreement shall run with the parcels and shall be binding upon all parties having or acquiring any right, title, or interest therein, or any part thereof, and shall be for the benefit of each owner of any parcel or any interest therein, and shall inure to the benefit and be binding upon each successor in interest of any owner of a parcel.*

*Declarations of Covenants, and Conditions, and Restrictions for  
San Luis Obispo County Cambria Ranch Owner Association (SLOCRROA CC&Rs)*

DOC. NO. 79483  
Official Records San Luis Obispo Co., CA  
Nov. 20, 1990  
Francis M. Cooney  
County Clerk-Recorder  
Time 8:35 am

VOL 3611 PAGE 394

*Article II THE PROPERTY*

*Membership*

*Section 3.2. Membership in the Association is automatically granted to the Owner or Owners of each Parcel. Upon the transfer of title to any Parcel, the membership of the transferor automatically ceases and the new Owner or Owners become Members. San Luis Obispo County is party to the CC&Rs to oversee enforcement of the CC&Rs, but is not a member of the Association, nor will they be assessed for the operation of the Association nor have any other voting rights.*

*Amended Declarations of Covenants, and Conditions, and Restrictions  
for Maintenance of an Easement*

*Cambria Ranch Road Association (CRRA CC&Rs)*

DOC. NO. 84912  
OFFICIAL RECORDS  
SAN LUIS OBISPO CO., CA  
Dec. 18, 1990  
Francis M. Cooney  
County Clerk-Recorder  
Time 1:30 PM

VOL 3623 PAGE 155

*Article III PROPERTY OWNERS ASSOCIATION*

*Membership*

*Section 3.2. Membership in the Association is automatically granted to the Owner or Owners of each Parcel. Upon the transfer of title of any Parcel, the membership of the transferor automatically ceases and the Owner or Owners become members.*

(2) The easement also runs with the land and passes to each successive owner.

*Declarations of Covenants, and Conditions, and Restrictions for  
San Luis Obispo County Cambria Ranch Owner Association (SLOCRROA CC&Rs)*

DOC. NO. 79483

Official Records San Luis Obispo Co., CA Nov. 20, 1990

Francis M. Cooney

County Clerk-Recorder

Time 8:35 am

VOL 3611 PAGE 394

*Article II. THE PROPERTY*

*Easement*

*Section 2.1. The Association shall be granted by Declarant, and shall have by virtue of this Declaration, an easement for ingress, egress and maintenance as described in Exhibit B. This easement shall be appurtenant to, and shall pass with, the title to each parcel, and shall be subordinate to any rights reserved to the Association to perform its obligations under this Declaration.*

*Amended Declarations of Covenants, and Conditions, and Restrictions  
for Maintenance of an Easement*

*Cambria Ranch Road Association (CRRRA CC&Rs)*

DOC. NO. 84912

OFFICIAL RECORDS

SAN LUIS OBISPO CO., CA

Dec. 18, 1990

Francis M. Cooney

County Clerk-Recorder

Time 1:30 PM

VOL 3623 PAGE 154

*Article II. THE PROPERTY*

*Nonexclusive Easement*

*Section 2.1. Each Parcel Owner shall be granted by Declarant, and shall have by virtue of this Declaration, a nonexclusive easement for ingress, egress and utility use as described in Exhibit B and B-1. This easement shall be appurtenant to, and shall pass with, the title to each parcel, and shall be subordinate to any rights reserved to the Association to perform its obligations under this Declaration.*

(3) As you can see, the obligation to pay dues is a condition of ownership, covered by the Covenant to Pay in the associations CC&Rs.

*Declarations of Covenants, and Conditions, and Restrictions for  
San Luis Obispo County Cambria Ranch Owner Association (SLOCROA CC&Rs)*

DOC. NO. 79483

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VOL 3611 PAGE 404

*Article IV. ASSESSMENTS AND COLLECTION PROCEDURE*

*Covenant to Pay*

*Section 4.1. The Declarant covenants and agrees for each Parcel owned by it in the Property, and each owner, by acceptance of the deed to such Owner's Parcel, is deemed to covenant and agree, to pay to the Association the regular and special assessments levied pursuant to the provisions of this Declaration. All moneys collected shall be put into a fund to be used to defray expenses attributable to the ownership, operation, and maintenance of the Easement, helipad and pond. The Owner may not wave or otherwise escape liability for these assessments by nonuse of the Easement or the Road or abandonment of such owner's Parcel. Each assessment, along with interest thereon, late charges, collection costs, and reasonable attorney's fees shall be the personal obligation of the owner of record at the time of the assessment.*

*Amended Declarations of Covenants, and Conditions, and Restrictions  
for Maintenance of an Easement*

*Cambria Ranch Road Association (CRRRA CC&Rs)*

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Cambria Ranch Road Owners Association is a nonprofit mutual benefit association that is a California Corporation registered with the state. CRRA owns no land or common area and its sole purpose is to maintain the road (commonly shared easement) and for the acquisition of vital services and insurance, for the benefit of all its members. All SLOCROA members are also required to be members of CRRA. This membership is a condition of ownership as well and it runs with the land. You buy you're in you sell you're out.

Over six years ago, Mr. Winsor as a Board member of CRRA voted himself out of CRRA. Despite the objections of members and the obvious conflict of interest in Mr. Winsor's failure to recuse himself from this vote, he used his votes for both Parcel 15 and parcel 17 to secure his release. The CRRA Board and the majority of CRRA membership voted to release Winsor from his binding legal obligation as well, it was not a unanimous vote as they suggest.

- (4) No written or implied authority grants the CRRA Board and its membership the right to release a parcel from membership and their obligations therein, and since the benefit still exists and the Winsor's still own this parcel as well as parcel 15 ( APN 011-291-018) they are in breach of their contract for continued failure to pay their dues for parcel 17.

As it appears in corporate code:

**California Corporate Code Section 7340**

*7340. (a) A member may resign from membership at any time, although the articles or bylaws may require reasonable notice before the resignation is effective.*

*(b) This section shall not relieve the resigning member from any obligation for charges incurred, services of benefit actually rendered, dues, assessments of fees, or arising from contract, a condition to ownership of land, and obligation arising out of the ownership of land, or otherwise, and this section shall not diminish any rights of the corporation to enforce any such obligation or obtain damages for breach.*

Here is our lawyer's opinion on this matter in regard to "the Settlement Agreement" and the attempt by the Winsor's to resign their membership in CRRA with current CRRA Board approval, that the Winsor's attorneys will present as "proof" that Mr. Winsor's parcel 17 has been released.

7. At paragraph 6(a) – Winsor's as owners of Parcel 17 are permitted to "resign" as a member of CRRA *pursuant to Corporations Code §7340* – and are declared to owe no past, present or future assessments or dues.

- This is a particularly important paragraph. Corp.C. §7340(a) provides:

"A member may resign from membership at any time, although the articles or bylaws may require reasonable notice before resignation." **But, §7340(b) provides:** "this section shall not relieve the resigning member from any obligation for charges incurred, services or benefits actually rendered, dues, assessments or fees, or arising from contract, a condition to ownership of land, an obligation arising out of the ownership of land, or otherwise, and this section shall not diminish any right of the corporation to enforce any such obligation or obtain damages for its breach."

- Further, research tells me that a member can avoid liability for dues, assessments, or fees, *if on learning of them, the member promptly resigns from membership.* Corp.C. § 5351. Corp.C § 7351 adds also that the member cannot avoid liability for dues, assessments or fees by resignation if they arise out of the ownership of an interest in real property. Article or bylaw provisions authorizing such dues, assessments or fees do not, of themselves, create such liability. *Id.* Lastly, resignation does not allow a member to avoid contractual obligation arising from ownership of real property. Corp.C. §§ 5351, 7351 and 9351.

- I am reminded here, of the former attempts to declare CRRA a Common Interest Development (CID) and to obtain release of Parcel 17, which failed miserably (thanks to you all). Now in an apparent about-face, they seem to want to wear the mantle of a Non-Profit Mutual Benefit Association, which is what CRRA is, by invoking attempts at resignation using the Corporations Code. There are two provisions of the above cited sections which I believe support the position that this resignation is improper.

The first is the alleged “promptness” of the attempted resignation. It, of course, was not at all prompt. An equitable argument could be made that “laches” (delay) prohibits the resignation.

The second provision is that involving the inability to extinguish obligations that “run with the land,” and avoidance of contractual obligations. As we all recall, on October 4, 2006, the county concluded that a release of a member required two conditions in the county’s summary and conclusions. The first was arguably a vote by more than 60% of the members. Query: was there any such vote this time around? (Not sure according to bylaw procedures with all the e-mails that were flying around), and if the settlement agreement can be construed as a vote, then I suspect enough members voted to release Parcel 17. However, the second condition that the county concluded that was necessary is, again, the important one – release of a member can only be obtained from the county.

Therefore, I can only assume that, since I have not heard otherwise, that condition remains unmet, because the Winsor’s have not yet obtained a release from the county. That is why there exists paragraph 6 – the signatories and CRRA have agreed not to oppose Winsor’s efforts to have Parcel 17 relieved of its obligations with the county. You all, of course, have not made such an agreement. Thus, my opinion is that under Corp.C. §§ 7340(b), 5351, 7351 and 9351 the Winsor’s are not by reason of their attempted resignation relieved from paying dues and assessments on Parcel 17.

At the October 2010 PC meeting the County presented their reasons for support of their recommendations for release.

First, they said that the Winsor’s have not and do not use this easement. This was proven to be false, they have and continue to this day to use this easement and allow others to use it as well.

The second reason given was that due to a recorded lot line adjustment, the parcel either disappeared or ceased to exist. At said meeting, Mr. McNolty as County Council was asked for his legal opinion and he concluded “that the acreage once known as parcel 17 still exists and that it is still subject to the Covenants, Conditions and Restrictions”. So the assertion that the property no longer exists was also disproven.

The third reason given by Mr. Wahler was that the dues remained the same even after the Winsor’s stopped paying their contractual obligated contribution for parcel 17 APN 011-291-20. This was given as support that in some way the release of said parcel would not adversely affect

the remaining association members. In November 2012 the association raised dues from a nearly twenty year consistent amount of \$200.00/month to \$ 682.27 for the remaining nine members. Clearly the assertion that the release of a members parcel would not unduly and adversely affect the remaining members is now also untrue.

The Fourth reason given by the County was that the Winsor's owned multiple properties in two or three different associations accessing Winsor properties and that somehow the redundancy or duplication was unfair. The Winsor's were aware of the conditions when they purchased each and every property they own. They had a choice at the time they purchased each property, they knew the conditions and they purchased the property anyway. This too was rejected as just cause for release.

Lastly, it was suggested that since there was no apparent land slide and no reason to believe there would be one in the future, that somehow the inclusion of Mr. Winsor's parcel 17 was no longer necessary. This assertion was also proven to be untrue; a landslide was apparent at the time of the meeting and subsequently destroyed access and needed major repairs the following year, costing in excess of \$ 40,000.00.

Now we are being asked to consider the suggestion that Mr. Winsor has by virtue of quit claiming his easement, he has surrendered his legal easement rights and is therefore no longer bound by his contractual legal obligation to pay dues or remain a member. The Winsor's through their attorney's now suggest that they resigned their membership or they have abandoned this easement. Simply put, the Winsor still intend to use the easement they just do not want to pay their dues or be held to the responsibilities, liabilities or added development conditions that their continued membership in SLOCROOA represents. My answer to this is too bad. They should have considered this at the time they signed the contract and took position of parcel 17. The *Benefit of* the road still exists. They are contractually obligated by two associations as property owners to pay dues for maintenance for *all* properties they own, period.

They are and have been in breach of their agreement for more than six years. As you can see from all of the documentation, they are still members and must pay dues regardless of use. They may choose to resign, but that does not release them from their legal obligations as property owners.

Does an alternate legal easement besides the one through Red Mountain Rd. even exist to this property? As I understand it access is through an adjoining property (William's) for which the Winsor's have permission, not a legal easement. If this land were to be subsequently sold at some future date what easement would transfer to the new owner?

- (5) For over six years we have repeatedly asked the County for help in this matter. It is obligated to do so as party to the association.

*Declarations of Covenants, and Conditions, and Restrictions for  
San Luis Obispo County Cambria Ranch Owner Association (SLOCRROA CC&Rs)*

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VOL 3611 PAGE 394

*Article II THE PROPERTY*

*Membership*

*Section 3.2. Membership in the Association is automatically granted to the Owner or Owners of each Parcel. Upon the transfer of title to any Parcel, the membership of the transferor automatically ceases and the new Owner or Owners become Members. San Luis Obispo County is a party to the CC&Rs to oversee enforcement of the CC&Rs, but is not a member of the Association, nor will they be assessed for the operation of the Association nor have any other voting rights.*

*Today I spoke with Mr. McNolty representing County Counsel. I was told that the County "will not help me" and "does not get involved in homeowner associations". I did not get an answer when I asked how many association's is the County "party to" and "responsible for enforcement of the CC&Rs"?*

*He also went on to ask me if the County was signatory to this agreement, suggesting that since the County may or may not of signed this document that somehow it is not valid. I do not know the answer to this question nor am I sure Mr. Mcnotly does either. Why I find this question so interesting is that the County was responsible for this development. They had direct involvement in the creation of SLOCCROA as well in writing their CC&Rs. They inserted themselves into these CC&Rs and added significant conditions and restrictions to this development far beyond what was typical and required by other such developments at the time.*

*They were also responsible for the creation and subsequent building of Red Mountain Rd., which was allowed to be built substandard and nonconforming to all Building Code standards in place at the time of construction, to no one's benefit but the developer.*

*They wrote the Development Plan and followed the process through the Minor Use Plan, EIR and all applicable studies finally to the Planning Commission and eventually a vote by the Board of Supervisors resulting in DP D870020D. This Development Plan, the CC&Rs and Bylaws for CRRRA and the CC&Rs of SLOCCROA are now part of the title to my land.*

*In 2003 the Development Plan was amended. This process was also in complete control of County Planning. This amended Development Plan D00263D in effect consolidated the two Associations (CRRA & SLOCCROA) for the singular purpose of maintaining the common easement known as Red Mountain Rd. It also released a member whom had lost their access through Red Mountain Rd. by virtue of a landslide. Since this slide ended the benefit to Mr. Apitz and since the cost to repair was far greater than all the remaining members were willing to pay, and since Mr. Apitz was already trying to extricate himself from membership in the Associations, it was agreed to unanimously by every single property owner without exception to release said parcel, but only after the process was ratified by all seven agencies and pursuant to the new Development Plan.*

*It is important to make the distinction that the Apitz APN 013-021-011 was released from membership of CRRA & SLOCCROA for the reason that the landslide destroyed the access, in other words, the benefit of membership was lost. Mr. Winsor has not lost his access, the benefit still exists and he is obligated as an owner of two parcels within the development to pay dues as long as he owns said properties.*

The actions taken by past and present CRRRA Board's, and the vote by the majority of members is mute, and merely constitutes failure by this and previous CRRRA Boards to fulfill their fiduciary duties and obligations to collect dues on "an equal basis" as per the CC&Rs of both associations and bylaws indicate. These Boards have taken on authority to determine membership without a single shred of corroborating written proof of such.

The settlement that they will produce as evidence of the release of Winsor parcel 17 has no legal bearing or basis. The slide repair has no relevance with the attempted release of the Winsor property in question. They are two completely different unrelated actions combined to serve interests inconsistent with those of the Associations. Its inclusion in the settlement is of questioned legality and appears to constitute a conspiracy to commit fraud. In addition, three of the voting property owners have since sold their properties and were in the process of selling when they voted for this settlement. They will not be subject to the terms of said settlement and they will not bare the legal or financial consequences of their actions, therefore their votes should not count. Neither should the vote by Winsor who directly benefit from both the repair contract as well as the release of parcel 17. The Murray's whose property the repair was on and as a member of the CRRRA Board should have recused themselves, for the obvious conflict of interest.

County File Number DRC2011-00043

PLANNING COMMISSION

AGENDA ITEM: 2  
DATE: 7/26/12

DO NOT REMOVE FROM FILE

LETTERS AND PETITIONS IN SUPPORT OF RELEASE OF  
FORMER PARCEL 17  
FROM THE DEVELOPMENT PLAN

County File Number DRC2011-00043

Letters From  
Red Mountain Road Property Owners

July 8<sup>th</sup>, 2012

County Commissioners,

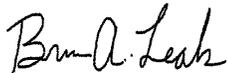
In reference to the Winsor's Application DRC2011-00043, I fully support the removal of former parcel 17 from D870020D.

As President of Cambria Ranch Road Association, I can assure you that removing parcel 17 from the CRRA and the associated development permit is supported by the full CRRA board and an overwhelming majority of both its past and present membership. During my negotiation of the legal settlement agreement between CRRA and the Winsors over this matter, I had the opportunity to personally discuss the situation with all of the current Red Mountain Road parcel owners and most of the former owners.

Red Mountain Road is supported by a membership of land owners who need the road and development rights to the parcels they own. For over 20 years CRRA has proven ready, willing and capable of maintaining and improving the road. A recent vote was taken and passed to increase funding for maintenance and traffic safety improvements on Red Mountain Road. Removing parcel 17 will decrease traffic in the long run and help keep the road safer.

This divisive issue has festered too long -- parcel 17 was voted out of the CRRA membership over 5 years ago. Please help us move forward as a community and return our focus to maintaining the road and ensuring the safety of our neighborhood. The Winsor's have fulfilled their part of the legal settlement agreement with CRRA, I urge you to support the removal of parcel 17 from D870020D to complete the process and put this issue behind us.

Sincerely,



Bruce Leak  
President, Cambria Ranch Road Association  
9620 Red Mountain Rd

Attachment 7

Dear Commissioners,

In reference to the Winsor's Application County File Number: DRC2011-00043:

Former Parcel 17 has already been released from all the associated road maintenance assessments and fees of the Cambria Ranch Road Association. The settlement agreement of the past lawsuit acknowledges and clarifies this release in favor of the Winsor's.

In 2001, the 80 acre parcel 17 merged and is now 360 acres of Ag conservation land. As agreed Parcel 17's Red Mountain Road easement has been relinquished. We feel it has a preferable, more direct separate access. We would like to see the development plan corrected by striking all reference to the former parcel 17, thereby bringing the document into congruency with the reality of the land.

As a parcel owner in the Cambria Ranch, I fully support removal of former parcel 17 from the entire development plan and feel confident that this action does not jeopardize the safety or stability of our road. Your approval will help resolve and finalize a conflict that has plagued our membership for years, enabling us to move forward in a productive and positive fashion which is the goal of the majority of the people who live here.

We own parcel(s) # 011-291-036 on Red Mountain R

Thank you,

Printed Name THOMAS P. KEHLER LAURIE KEHLER  
Signature [Handwritten Signatures]  
Date 7.19.12

[msupport3.docx \(11.7 KB\)](#)

## Attachment 7

July 16, 2012

County Commissioners,

In reference to the Winsor application DRC2011-00043, I fully support the removal of the formal parcel 17 from D870020D.

From 2010 to 2011, I became a multi-parcel owner on the Cambria Ranch Road Association (CRRRA) and its maintenance of Red Mountain Road and associated development rights to member parcels. There is a long standing history of the CRRRA, its members and its association to former parcel 17, resulting in the decision to remove the parcel in question over five years ago. All of which pre-dated my property ownership.

Having been a CRRRA voting member for a short time, I have witnessed the division of the CRRRA members over this issue and feel that it has paralyzed a good community of neighbors to move forward. In addition to voting to increase the funding for the safety improvements and maintenance in 2012, I feel the action to remove parcel 17 directly affects road safety through reduced traffic flow, less wear and tear as well as decreasing the opportunities for vehicle to vehicle engagements. More importantly removing this issue from our CRRRA program will result in a very optimistic future for all members.

Please support the removal of parcel 17 from D870020D.

Sincerely,

Dave Robertson

APN -011-291-025 (8455 Red Mountain Road)

APN -011-291-026 (No address)

APN -011-291-023 (2510 Noel Way)

County File Number DRC2011-00043

**San Simeon Creek Property Owners Petition**

# San Simeon Creek Ranchers, Farmers & Property Owners Petition

We support the Winsor's commitment to Ag conservation. Ranchland is vital and a worthy priority. We support the removal of the former 80 acre parcel from the Cambria Ranch Development Plan.

Print Name	Address	Signature
Katie Winsor	Cambria, Ca. 93428 4550 San Simeon Creek Rd	
ADAMS THOMAS	CAMBRIA CA 93428 1022 San Simeon Creek Rd	
Greg Dominion	1009 San Simeon Creek Rd	
Kim Adams	Cambria, Ca. 93428 1022 San Simeon Creek Rd	
Joyce Williams	8929 San Simeon Creek Rd	
Clyde Warren	1002 San Simeon Ck Rd	Clyde Warren
Angen Apple	5060 San Simeon Ck Rd	Angen Apple
Jessie L. Warren	1795 San Simeon Cr. Rd.	
Deb Ann Phelan	3310 San Creek Rd. Cambria Ca	Deb Ann Phelan
Clint Winsor	4550 San Simeon Creek Road Cambria	
Byron Hamlin	4825 San Simeon Cr Rd. Cambria, Ca.	
M A J	4688 San Simeon Cr Rd Cambria Ca 93428	
Timothy Johnson	4682 San Simeon Cr Rd Cambria Ca 93428	
Grace Johnson	4688 San Simeon Cr Rd Cambria Ca 93428	
David Hamlin	3696 San Simeon Crk. Rd 93428	



County File Number DRC2011-00043

**San Simeon Creek Property Owners and Residents  
Letters of Support**

I support removal and release of parcel 17 from the Development plan.

This is achievable and has been done before. The Hearst Ranch bought parcels from the Cambria Ranch development and merged them into their larger Ag conservation land. Residential density is an environmental concern and voluntary surrender of a development parcel should be applauded not condemned. Red Mountain Road is better without the traffic from so many parcels. Safety is enhanced by eliminating residential traffic. Maintenance goes down as portions of the access road are eliminated. Fire and water impacts are negated.

It is expensive to build a large parcel from smaller ones and the opportunity to support this kind of endeavor does not come up every day.

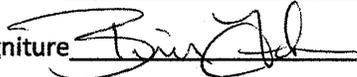
Agriculture is vital to our existence and the American heritage of ranching should never be lost. Ranch land is disappearing fast; please support the Winsor's effort to keep some of it intact for future generations.

Thank you

Printed Name Bill Flemion

Date 7-25-2012

Address 1772 SAN Simeon Creek Rd SAN Simeon

Signature 

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

As a resident or owner of property on San Simeon Creek Road, I support removal of former parcel 17 from the development plan.

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed Shirley Bianchi

Print name Shirley BIANCHI

Address 4375 San Simeon CK Rd

Date 7/27/12

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

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Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you Phelan Land Co II  
Signed *Michael P. Phelan*  
Print name Michael P. Phelan  
Address 3310 SAN SIMEON CREEK RD, CAMDEN CA 93428  
Date 7/24/2012

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

As a resident or owner of property on San Simeon Creek Road, I support removal of former parcel 17 from the development plan.

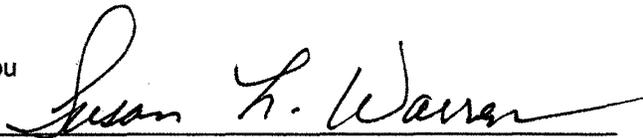
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The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed



Print name

Susan L. Warren

Address

1795 San Simeon Creek Rd., Cambria

Date

7.21.2012

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

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Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed



Print name

Lindy S. Pedretti

Address

2222 San Simeon Creek Rd.

Date

July 23 2012

To: ~~Thomas~~ ~~McWilliams~~ - 7-18-2012

Was owner of property since 1936 on San Simons Creek Road, I support removal of former Parcel 17 from the development Plan.

In 2001, 80 acre Parcel 17 land merged becoming 360 acres of 6g conservation land. We would like to see the development plan corrected by striking all reference to Parcel 17 therefore bringing the document into compliance with the reality of the land.

The Winsons have an existing alternate access. They have relinquished their building right and easement on Red Mountain Rd. and have been voted out of the maintenance

membership. Supporting 6g. Land is important and I appreciate the Winsons effort to conserve ranchland.

Thank you,

Joyce Williams

Joyce Williams  
8929 Dan Arriason Creek Rd.  
7-18-2012  
805-927-5452

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

As a resident or owner of property on San Simeon Creek Road, I support removal of former parcel 17 from the development plan.

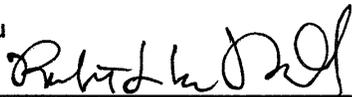
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The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed



Print name

Robert L McDonald

Address

4150 San Simeon Creek Rd

Date

7-22-12

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

As a resident or owner of property on San Simeon Creek Road, I support removal of former parcel 17 from the development plan.

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Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed



Print name

JOHN E. RHOADES

Address

5775 SAN SIMON CREEK RD. CAMBRZIA, CA 93428

Date

07/18/2012

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

As a resident or owner of property on San Simeon Creek Road, I support removal of former parcel 17 from the development plan.

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The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed

William C. Bianchi

Print name

William C. Bianchi

Address

4375 San Simeon Cr Rd

Date

7/22/12

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

As a resident or owner of property on San Simeon Creek Road, I support removal of former parcel 17 from the development plan.

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed



Print name

Susan McDonald

Address

4150 San Simeon Creek Rd Camb

Date

July 27, 2012

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

As a resident or owner of property on San Simeon Creek Road, I support removal of former parcel 17 from the development plan.

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Thank you

Signed



Print name

BRIAN A HAMLIN

Address

3696 SAN SIMEON CR RD

Date

CAMBRIA 93428



linda winsor <moonshadow@wildblue.net>

---

**Fwd: In reference to file #DRC2011-00043**

1 message

---

JRho278886@aol.com <JRho278886@aol.com>  
To: moonshadow@wildblue.net

Tue, Jul 17, 2012 at 7:54 PM

---

From: JRho278886@aol.com  
To: twahler@co.slo.ca.us  
Sent: 7/17/2012 9:51:24 P.M. Central Daylight Time  
Subject: In reference to file #DRC2011-00043

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

As a resident or owner of property on San Simeon Creek Road, I support removal of former parcel 17 from the development plan.

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Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed\_Jim Rhoades\_\_ [electronic signature]

---

Print name\_Jim Rhoades\_\_\_\_\_

Address\_PO Box 800127, Dallas, Texas 75380\_\_\_\_(property at Rocky Butte, San Simeon Creek Road)\_\_\_\_\_

Date: 7.17.12

Attachment 7

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

As a resident or owner of property on San Simeon Creek Road, I support removal of former parcel 17 from the development plan.

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

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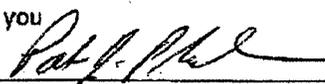
Thank you

Signed

Print name

Address

Date



Pat J. Phelan

235 Phelan Ranch Way A. G. 93420

7-23-12

Attachment 7

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

As a resident or owner of property on San Simeon Creek Road, I support removal of former parcel 17 from the development plan.

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed Marcia Rhoades

Print name Marcia Rhoades

Address 5775 San Simeon Creek Road, Cambria, CA 93428

Date July 18, 2012

Attachment 7

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

As a resident or owner of property on San Simeon Creek Road, I support removal of former parcel 17 from the development plan.

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed

Tamara z Righetti

Print name

Tamara z Righetti

Address

1849 San Simeon CR Rd Cambria, Ca.

Date

July 22, 12

Attachment 7

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

As a resident or owner of property on San Simeon Creek Road, I support removal of former parcel 17 from the development plan.

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Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed

Katie Winsor

Print name

Katie Winsor

Address

4550 San Simeon Creek Rd. Cambria, Ca. 93428

Date

7/19/12

Attachment 7

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

As a resident or owner of property on San Simeon Creek Road, I support removal of former parcel 17 from the development plan.

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Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed Aaron Appel

Print name Aaron Appel

Address 5060 San Simeon Crk. Rd

Date 7-19-12

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

As a resident or owner of property on San Simeon Creek Road, I support removal of former parcel 17 from the development plan.

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Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed Clyde Warren

Print name Clyde Warren

Address 1002 San Simeon Crk Rd

Date 7-19-12

Attachment 7

In reference to file #DRC2011-00043

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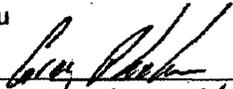
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Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed



Print name

Greg Phelan

Address

2145 Cypress St. San Luis Obispo, CA 93401

Date

7-23-12

Attachment 7

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Thank you

Signed Kathy Haanen

Print name Kathy Haanen

Address 4825 San Simeon Creek

Date 7/23/12

In reference to file #DRC2011-00043

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In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

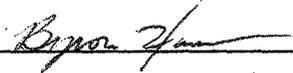
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Thank you

Signed 

Print name Byron Haanen

Address 4825 San Simeon Creek, Cambria CA 93428

Date 7-23-12

In reference to file #DRC2011-00043

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Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed Clint Winsor

Print name Clint Winsor

Address 4550 San Simeon Creek Road, Cambria, 93428

Date 7-22-12

County File Number DRC2011-00043

**Agricultural Community  
Petition of Support**

# PUBLIC PETITION

**North Coast Ag ranchland needs to be protected for future generations!  
We support the Winsor's in reducing development on their land,  
protecting and expanding their ranchland by taking it out of  
development and putting it into Ag Conservation. We support the  
removal of the former 80 acre parcel from the Cambria Ranch  
Development Plan.**

Circle Yes if you are a Farmer or Rancher

Print Name

Address

Signature

Randy Bapty 221 N Main Templeton CA  (yes)

Ken Tucker PO Box 2938 Pasadenes  (yes)

~~Mark Juic Po Box 4963 (1)~~  (yes)

~~Jim Carter~~  (yes)

Lauren Russell PO Box 365 New Cambria Lauren Russell  (yes)

Jesus NUNEZ 540 PICO AVE #111 San Simon CA 93254 (yes)

Misty Tartaglia PO Box 56 Harmony CA 93435 (yes)

Nancy Epstein 6850 KATHRYN DR CAMBRIA CA 93428 (yes)

Corinne deClereq PO Box 1504 Cambria CA 93428 (yes)

Nicole DeLaCruz 6875 SANTA ROSA CRK Rd. Cambria CA 93428 (yes)

JOSH WARRICK 5079 SANTA ROSA CRK Rd (yes)

~~M/B~~ 3195 Bradford CR. Cambria (yes)

Mark Epstein 6850 Kathryn Dr, CAMBRIA, CA 93428 (yes)

~~LS~~ 1159 coral st San Luis Obispo (yes)

# PUBLIC PETITION

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 Development Plan.**

Circle Yes if you are a Farmer or Rancher

Print Name	Address	Signature	
TESS CATE	2546 BANBURY RD	<i>Tess Cate</i>	yes
KATHY BERRY	3175 BRADFORD CI	<i>Kathy Berry</i>	yes
Joanne Burke	1668 ENCINO CT	<i>Joanne G. Burke</i>	yes
Frances Conn	1231 Hillcrest Dr.	<i>Frances E. Conn</i>	yes
Amanda Saribal's	117 Langview Lane	<i>Amanda Saribal's</i>	yes
QUENTIN CATE	117 LONGVIEW LANE	<i>Quentin Cate</i>	yes
Paula G. Buebs	3475 Maricopa Rd.	<i>Paula G. Buebs</i>	yes
Judith Russell	100 Miranda Cyn	<i>Judith Russell</i>	yes
Matt Smith	4990 Glennell Lane	<i>Matt Smith</i>	yes
Jessie Stewart	4990 Glennell Lane	<i>Jessie Stewart</i>	yes
Karen Ryan	1885 Cottontail C.	<i>Karen Ryan</i>	yes
LINDSEY CREED	1024 W HWY 154 SANTA Ynez CA	<i>Lindsay Creed</i>	yes
ALISON GRANTHAM	3785 Lindquist Lane	<i>Alison Grantham</i>	yes
AARON LINN	6275 Santa Rosa Rd.	<i>Aaron Linn</i>	yes

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 removal of the former 80 acre parcel from the Cambria Ranch  
 Development Plan.**

Circle Yes if you are a Farmer or Rancher

Print Name	Address	Signature	
Debbie Arnold	98 E Pozo Rd Santa Margarita, Ca	Debbie Arnold	(yes)
Steve Arnold	98 E Pozo Rd SM 73453	[Signature]	(yes)
Kim WOOD	3785 LAPANZA RD CRESTON	[Signature]	(yes)
BILL NEWCOMER	8125 LONE PALM	Bill Newcomer Cambria	(yes)
Claudia Newcomer	8125 Lone Palm Dr. Cambria	Claudia Newcomer	(yes)
Jess Kasper	955 SENSEN RD PASO ROBLES CA 93446	Jess Kasper	(yes)
Bob Kasper	4766 Windsor Bl. Cambria CA 93428	Bob Kasper	(yes)
Marean Kasper	4766 Windsor Blvd, Cambria, CA 93428	Marean Kasper	(yes)
Garrett Taylor	4885 Green Valley Rd cambria	[Signature]	(yes)
John Taylor	"	"	(yes)
Angillis Taylor	"	"	(yes)
Debbie Soto	6830 Santa Rosa Ch Rd, Cambria	[Signature]	(yes)
William John	1521 Via Rosa Paso Robles	[Signature]	(yes)
Robert Soto	6830 Santa Rosa Ch Rd Cambria	Robert Soto	(yes)

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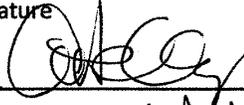
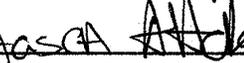
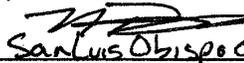
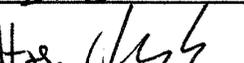
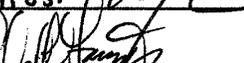
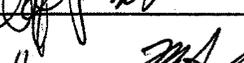
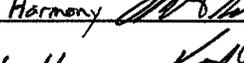
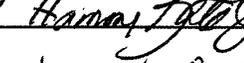
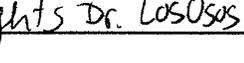
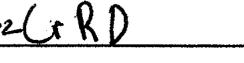
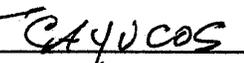
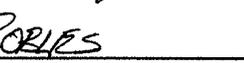
Circle Yes if you are a Farmer or Rancher

Print Name	Address	Signature	Yes
Summer Doherty	745 Oakton Meadows		yes
BEVERLEY WOOD	283 HEATHER CRT, TEMPO		yes
John John	1521 Via Rosa, Paso Robles, CA 93446		yes
Dan Gil	3725 SANTA ROSA CRK RD CAMBRIA		yes
Dennis	7155 S. JUNO RD SHANDON CA		yes
Tyler Wood	PO Box 236 Creston Ca 93432		yes
Heather HYOE	5680 GROUND SQUIREL HOLLOW PASO ROBLES		yes
Kate Winsor	4550 San Simeon Creek Rd Cambria, Ca. 93428		yes
Kathy HAANEN	4825 San Simeon Crk Cambria Ca		yes
Paige Ramos	1271 Bolton Dr Morro Bay, CA 93442		yes
Ciara Ramos	1271 BOLTON DR. MORRO BAY, CA 93442		yes
Bradley Smet	9900 Garcerro Rd Atascadero, CA 93422		yes
DARIN BRZES	4670 OOR PL PASO ROBLES CA 93446		yes
Jos RAMOS	1271 Bolton dr morro bay ca		yes

## PUBLIC PETITION

**North Coast Ag ranchland needs to be protected for future generations!  
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development and putting it into Ag Conservation. We support the  
removal of the former 80 acre parcel from the Cambria Ranch  
Development Plan.**

Circle Yes if you are a Farmer or Rancher

Print Name	Address	Signature	
Audrey Holloway	4415 Sycamore Oaks		yes
Ashlee Holloway	4415 Sycamore Oaks		yes
Naomi Brebes-Mensah	1116 Ironbark Cpt B		yes
Joe Tartaglia	2015 Stearns Ct RD SHO		yes
Wendy Soderblom	9105 Santa Barbara Ave.		yes
Cliff Gamson	PO BOX 87 SAN SIMON		yes
Monte Soto	2225 Old Creamery Rd Harmony		yes
Kati Soto	2225 Old Creamery Rd Harmony		yes
Kristin Raynor	1450 Bayview Heights Dr. Los Osos		yes
Michael Evans	7020 Green Valley rd - Cambria		yes
Arran Warree	5079 Santa Rosa Rd		yes
Charlie Mitchell	45 2nd St CAUCOS		yes
Alan Zinner	5450 WINCHESTER PASO ROBLES		yes
Dan Fessler	3560 State Hwy 46, Cambria		yes

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Circle Yes if you are a Farmer or Rancher

Print Name	Address	Signature	
James Grantham	Box 511 Creston CA	<i>[Signature]</i>	yes
John Thomson	141 Toro Creek Rd. M.B. 93432	<i>[Signature]</i>	yes
Jeff CABRAL	PO Box 86 PAICINES CA	<i>[Signature]</i>	
Kathi Thomson	141 Toro Cr Rd, M.B.	<i>[Signature]</i>	yes
David Salazar	3725 SRC Rd Cambria	<i>[Signature]</i>	yes
Lea John	Box 249 Shandon	<i>[Signature]</i>	yes
Shannon Ransom	P.O. Box 48 Santa Margarita	<i>[Signature]</i>	yes Shannon Ransom
A. Lewis	700 Lupine Ln, Templeton, CA	<i>[Signature]</i>	yes
Galay Columbus	1120 Old Creek Rd Cayuse	<i>[Signature]</i>	yes
Tom Lewis	700 Lupine Lane Templeton, CA	<i>[Signature]</i>	yes
Jay T. Williams	1775 7th Ave Santa Margarita CA 93454	<i>[Signature]</i>	yes
Ricardo Camacho	379 Pine St Cambria	<i>[Signature]</i>	yes
Lynn Arvedo	1755 Stuart St, Cambria CA	<i>[Signature]</i>	yes
Nikimieal	PO Box 493, Santa Margarita, CA 93453	<i>[Signature]</i>	yes

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Circle Yes if you are a Farmer or Rancher

Print Name	Address	Signature	
Darren Molner	1120 Old Creek Rd	<i>[Signature]</i>	yes
Robert + Victor	99 Little Morro Creek	<i>[Signature]</i>	yes
Cody Keller	2495 Hwy 1 Harmony	<i>[Signature]</i>	yes
<del>Justin</del>	440 hidden springs rd	<del><i>[Signature]</i></del>	yes
Cole Burton	P.O. Box 182	<i>[Signature]</i>	yes
Norman	583 Grant Rd	<i>[Signature]</i>	yes
Kim Burton	P.O. Box 182	<i>[Signature]</i>	yes
<del>Joseph</del>	425 Quince	<del><i>[Signature]</i></del>	yes
Elaine Clark	3620 Bitterwater Rd	<i>[Signature]</i>	yes
PETE CLARK	3620 BITTERWATER CLARK	<i>[Signature]</i>	yes
MICHAEL E. CUNIFF	1980 Spencer Cambria CA	<i>[Signature]</i>	yes
Garett Crocker	8460 Warren Rd Paso Robles	<i>[Signature]</i>	yes
Kirsty Pedotti	84100 Warren Road PR	<i>[Signature]</i>	yes
Jon Pedotti	2222 San Simeon Ck Rd Cambria	<i>[Signature]</i>	yes



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Circle Yes if you are a Farmer or Rancher

Print Name	Address	Signature	
Betty E. French	2251 Wilcombe Cambria	Betty French (Betty)	yes
David W. Fauset	P.O. Box 2132 Atascadero	David Fauset	yes
Christy Archam	1658 Richard Cambria	Christy Archam	yes
BRANDON STIELER	2251 B WILCOMBE DR CAMBRIA	Brandon Stierer	yes
Johnna Doot	PO Box 201 Cayucos Calif 93430	Johnna Doot	yes
America Domenghini	1900 San Bernardino C.R.	America S. Domenghini	yes
			yes

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 removal of the former 80 acre parcel from the Cambria Ranch  
 Development Plan.**

Circle Yes if you are a Farmer or Rancher

Print Name	Address	Signature	
Shirley Mar	2191 Ogden Dr.	Shirley Mar	yes
Jim Murren	2650 MAIN ST. #2	Jim Murren	yes
Helen Pittman	636 Worcester Dr	Helen Pittman	yes
Victoria Van Dyke	2525 Kenney	Victoria Van Dyke	yes
James E. Mulrooney	2536 Wilcombe	JAMES E. MULROONEY	yes
Anne Winkburn	2890 Barton Circle	Anne Winkburn	yes
NICK WILKINSON	1719 14 <sup>th</sup> ST. LOS OSOS, CA	Nick	yes
Elizabeth Appel	335 Cambridge St.	E Appel	yes
PATRILEY	2880 LYLE	Pat Riley	yes
Amy Ruiz	2310 Wilcombe Dr.	Amy Ruiz	yes
Ashlyn Yetter	2010 Aven Ave	ashlynyetter	yes
Kathleen Reichardt	374 Worcester	Kathleen Reichardt	yes
Laura Normil	13031 Wood Drive	Laura Normil	yes
Beckie Smith	1536 Garden st	Beckie Smith	yes

County File Number DRC2011-00043

**Public Letters of Support**

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

I support removal of former parcel 17 from development

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed



Print name

Ken Cartwright

Date

7-21-12

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

I support removal of former parcel 17 from development

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed

Print name

Date

*Synthia Marler*  
*Synthia Marler*  
*7/21/12*

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

I support removal of former parcel 17 from development

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed



Print name

Robin Salin

Date

7/21/12

Attachment 7

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

I support removal of former parcel 17 from development

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed  \_\_\_\_\_

Print name Trenton Salin \_\_\_\_\_

Date 7/21/12 \_\_\_\_\_

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

I support removal of former parcel 17 from development

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed

Wayne Gracey

Print name

Wayne Gracey

Date

7/21/12

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

I support removal of former parcel 17 from development

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed



Print name

Dena Vertrees

Date

7/21/12

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

I support removal of former parcel 17 from development

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

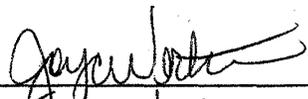
Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed \_\_\_\_\_

Print name \_\_\_\_\_

Date \_\_\_\_\_



Joyce Vertrees

7/21/12

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

I support removal of former parcel 17 from development

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed

Tina Marie Rau

Print name

Tina Marie Rau

Date

7/21/12

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

I support removal of former parcel 17 from development

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed

Christy Arellano

Print name

Christy Arellano

Date

July 19, 2012

July 18, 2012

Planning Commission  
County of San Luis Obispo  
976 Osos St, Room 300  
San Luis Obispo, CA 93408

In reference to file #DRC2011-00043

Dear Commissioners, in reference to the Winsor's Application that will be heard on July 26th

I support removal of former parcel 17 from the development plan.

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land. The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership. Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you Signed



Print name

Colleen Andrus

Address

PO Box 525, San Miguel, CA 93451

Date

July 18, 2012

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

I support removal of former parcel 17 from development

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed Americo S Domenghini

Print name Americo S Domenghini

Date 7-23-12

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

I support removal of former parcel 17 from development

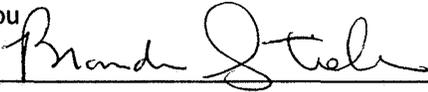
In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

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Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed



Print name

BRANDON STIELER

Date

7/19/12

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

I support removal of former parcel 17 from development

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed 

Print name Brandon Cole

Date 7/23/12

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

I support removal of former parcel 17 from development

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

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Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed

Johnna Doot

Print name

Johnna Doot

Date

7/21/12

Attachment 7

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

I support removal of former parcel 17 from development

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed Elizabeth Shaw

Print name ELIZABETH SHAW

Date 7/20/12

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

I support removal of former parcel 17 from development

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed (Sandra A. Krenkel)

Print name SANDRA A. KRENKEL

Date 7/25/12

In reference to file #DRC2011-00043

Dear Commissioners,

In reference to the Winsor's Application that will be heard on July 26<sup>th</sup>.

I support removal of former parcel 17 from development

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Supporting Ag land is important and we appreciate the Winsor's effort to conserve ranchland.

Thank you

Signed

Print name

Date

  
\_\_\_\_\_  
JAMES A. RENKEL  
7-25-12

We are here today to modify the development permit as to remove the former parcel 17. Our property has no development benefits. The Road association collects no money from us. It is pure speculation that others will merge their parcels and get out.

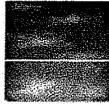
The process is long and difficult. Merging is a very bad financial investment and our financial loss has been tremendous.

Five of the Parcels have already developed, so getting out of the development plan is a bit late for more than half of the properties. Three property owners remain. Robertson has expressed a desire to support funding and maintaining the road to a higher standard, why would he want to do this if he plans to build another road? If he could get permits to build a new road it would be very expensive and require massive grading and bridges. The Kehlors have expressed a desire to build on their 40 acres. So that leaves us. We have no intention to do a merger with our remaining parcel 15. It simply has been too difficult with 17. The slanderous personal attacks are not fun and neither was paying for and being the target of a lawsuit against ourselves. In mediation we to agreed not to merge our parcel 15 in writing, they chose not to accept the agreement. In another attempt to guarantee that we would not merge our parcel 15, the CRRRA President put forth and we agreed to support and sign an amendment to our declaration stating 100% of the membership would need to be in favor in order to release another parcel. Oddly enough our opposition did not support this amendment either.

As planners you see many more developments than we do. How often do you see people giving up development rights? What percentages of the people who come through here want to conserve and merge a development parcel into one large enough for Ag Zoning? How many opportunities do you have to help conserve land in the Coastal Zone? The letters and petitions show the overwhelming support of the people who live on Red mountain and on San Simeon Creek road.

This is a very unique and beautiful Area; it is a far cry from low income housing. The asking price of nearly 3 million dollars for 80 acres is the reality of what we are talking about. We feel confident the people who can afford to purchase these properties can also afford to maintain the road.

#1



To:  
Cc:  
Bcc:  
Subject: Fw: Tommorows meeting

PLANNING COMMISSION

kentopping@aol.com wrote on 07/25/2012 07:05:08 PM:

AGENDA ITEM: 7  
DATE: 7/26/12

DO NOT REMOVE FROM FILE

> From: kentopping@aol.com  
> To: nretana@co.slo.ca.us  
> Cc: counterfactory@sbcglobal.net  
> Date: 07/25/2012 07:05 PM  
> Subject: Fwd: Tommorows meeting

>  
>  
> Hi Nicole,

>  
> Here is the third email from Mr. Leslie. Please distribute to the  
> commission and post, if not this evening then on Thursday morning.

>  
> Thanks,  
> Ken

>  
> -----Original Message-----  
> From: Curtis Leslie <counterfactory@sbcglobal.net>  
> To: kentopping <kentopping@aol.com>  
> Cc: cduffysmith <cduffysmith@mdstlaw.com>  
> Sent: Wed, Jul 25, 2012 5:28 pm  
> Subject: Re: Fwd: Tommorows meeting

>  
> Ken, thank you.  
> The difference between majority rule and mob rule is the law. I know  
> this is a lincing.

>  
> The Winsor's can get everyone that lives in Cambria to sign the  
> petition. Hell the way they make it sound I might have signed it to.  
> Not a single one of these people other than the Association members  
> have a clue of what this is about or what they signed and none of  
> them will be asked to bare the cost or have their properties devalued.

>  
> Mr. Winsor already has the benefit of the Williamson act. He is able  
> to use his land as he sees fit. As you now know this is about a  
> legal contract, not land use. Mr. Winsor signed that contract twice  
> as a property owner in these associations. No one made him do it. I  
> only asked that he live up to his agreement.

>  
> As I move forward with legal actions against the County for their  
> negligence, failure to enforce as required and the obvious  
> preferential treatment given. I hope my family, my animals and my  
> property is safe from the obvious hatred Mr. Winsor is fomenting  
> against me and mine.

Attachment 7

> Sincerely, Curt

>

> --- On Wed, 7/25/12, kentopping@aol.com <kentopping@aol.com> wrote:

>

> From: kentopping@aol.com <kentopping@aol.com>

> Subject: Fwd: Tommorows meeting

> To: nretana@co.slo.ca.us

> Cc: counterfactory@sbcglobal.net

> Date: Wednesday, July 25, 2012, 5:09 PM

>

> Hi Nicole,

>

> Please distribute the email below from Mr. Curtis to the entire

> planning commission either tonight if there is still time or first

> thing Thursday and also post to the County webpage.

>

> Thanks,

>

> Ken

>

>

> -----Original Message-----

> From: Curtis Leslie <counterfactory@sbcglobal.net>

> To: Topping Ken <kentopping@aol.com>

> Sent: Wed, Jul 25, 2012 4:05 pm

> Subject: RE: Tommorows meeting

>

> Ken, My attorney suggested that I send this to you.

>

> Curt

>

>

> The 126 pages of Winsor documents appeared on the public webpage

> less than 48 hours prior to the meeting, thereby giving you

> insufficient time to review and respond intelligently. To continue

> with the hearing is a violation therefore of your due process rights

> as an owner who is a member of CRRA and SLOCCROA.

> . You therefore request a continuance.

>

> . Assuming that a continuance will not be granted, you want

> to make a record of the following:

>

> 1. The Staff Report File No. DRC2011-0043 is not supported by  
> the evidence.

> 2. At page 4, paragraph 6, it states that the lawsuit brought  
> against the Winsors was brought by "two of the landowners." In fact

> the lawsuit against the Winsors for non-payment of road maintenance

> dues was brought by CRRA. After the lawsuit was filed, the board

> was summarily replaced and the alleged settlement was entered into

> by the new board and members, which included members who voted for

> the settlement who had a clear conflict of interest. This is an

> important distinction.

## Attachment 7

- > 3. At the same paragraph, attributed to the Winsors  
> communications with staff, and Ms. Hawley's representations here,  
> all of the conditions of the settlement were supposedly met. That  
> is not true. The Agreement of Settlement and Full Mutual Release,  
> Exhibit B to Mr. Winsor's materials, states at paragraph 7 that:  
> "In the event less than all of the Additional Signatories sign this  
> Agreement and two weeks have passed since its circulation to the  
> Additional Signatories, either Settling Party may cause the Judgment  
> attached hereto as Exhibit 'A' to be entered." (Note no Judgment  
> provided to the Commission) or apparently filed with the Court.
- > 4. The fact that a Judgment was never filed is fatal to a  
> claim that the "lawsuit has been settled," because Judgment was  
> never according to the required terms.
- > 5. If Judgment had been entered you would have moved and will  
> move to set it aside based upon credible undisputable evidence of  
> fraud, self-dealing, and as voidable based upon irregularities of  
> law (i.e. the settlement agreement purports to permit Parcel 17  
> owner to "resign" as a member of CRAA, and Corporations Code section  
> 7340(b) says that Winsor cannot be relieved from his obligation for  
> a condition arising out of the ownership of land).
- > 6. Additionally, the Agreement of Settlement provides at  
> paragraph 4 that: "Defendants agree not use Access Road D Gate to  
> access San Simeon Creek Road from former Parcel 17." You have  
> personally witnessed Mr. Winsor doing so.
- > 7. The Key Issue identified by Staff at page 7 of the report,  
> is "whether the potential for a major road failure (and concern  
> about reducing the number of participant-parcels in the road  
> maintenance outweighs the concerns of Mr. Winsor....."
- > 8. There is a history of not only the potential but the actual  
> road failure. Cite to 2000 landslide and recent landslide causing  
> CRRRA members to have to pay a special assessment.
- >





**Fwd: Meeting**  
**kentopping** to: nretana

07/25/2012 10:30 AM

Hi Nicole,

I received an "out of office" automated response from Ramona's email, so I am forwarding this to you with the same request (see below).

Thanks,  
Ken

-----Original Message-----

From: kentopping <kentopping@aol.com>  
To: rhedges <rhedges@co.slo.ca.us>  
Cc: counterfactory <counterfactory@sbcglobal.net>  
Sent: Wed, Jul 25, 2012 9:24 am  
Subject: Fwd: Meeting

Hi Ramona,

Please forward this email from Mr. Leslie to all commissioners and post it on the County's website. When I met him and others yesterday he provided materials which I encouraged him to bring on Thursday in sufficient copies for the commission and public, including:

1. Letter from Martha Neder to Hilda Leslie dated September 6, 2006.
2. Letter from Martha Neder to Richard Day dated January 20, 2007.

He also provided a yellow-highlighted version of combined comments and excerpts from the CC & Rs for SLOCROA previously distributed to the commissioners by email through your office.

Thanks,  
Ken

-----Original Message-----

From: Curtis Leslie <counterfactory@sbcglobal.net>  
To: Topping Ken <kentopping@aol.com>  
Sent: Tue, Jul 24, 2012 7:39 pm  
Subject: Meeting

Ken, Thank you for meeting with us this afternoon. I realize that this is a very difficult matter with a very long history. In my attempt to give you as much history and detail I am afraid that this was overwhelming for you.

Simply I want Mr. Winsor to live up to his legal agreements and the County to enforce as they are required. Nothing more. The involved parcels were under the 150 acre size at the time Mr. Winsor initially

## Attachment 7

acquired his properties. He was aware of the conditions signed the agreements and took possession. If the lot line adjustment allows this property to be excluded solely because it is larger than 150 acres it will ultimately allow additional properties out. Winsor has expressed his intention to pursue release for his remaining parcel 15 and Mr. Robertson has alternate access out Noel Way to Van Gordon Creek Rd.. He now owns well over the 150 acre threshold and could lot line adjust out all three of his properties still in the associations.

This was not what we were promised by the County and not the understanding we had at the time we purchased our property. We signed an agreement and live up to the conditions. We ask that all parties do the same. You buy you're in you sell you're out.

Ken, I will be around all day tomorrow. I extend an invitation for you to come up to the properties and look around. I would be happy to guide you or I would give you permission to access the road unescorted.

Thank you again for you time,

Curt

□□

SLO CNTY  
PLANNING/BUILDING  
DEPT

Olaf Egeberg

2012 JUL 25 PM 2: 54

file #DRC2011-00043

July 18, 2012

Dear Commissioners,

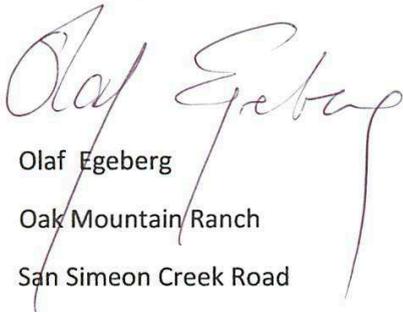
The Winsor's Application will be heard on July 26<sup>th</sup>.

I am an owner of property on San Simeon Creek Road, and I support the removal of former parcel 17 from the development plan.

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all reference to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsor's have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Thank you,



Olaf Egeberg  
Oak Mountain Ranch  
San Simeon Creek Road

P.O. Box 1841, Morro Bay, California 93443  
(805) 801-3244 • [olaf@changesahead.net](mailto:olaf@changesahead.net)

SLO CNTY  
PLANNING/BUILDING  
DEPT

Judith Grace

2012 JUL 25 PM 2:53

File #DRC2011-00043

July 24, 2012

Dear Commissioners,

The Winsor's Application will be heard on July 26<sup>th</sup>.

I am an owner of property on San Simeon Creek Road and I support the removal of former parcel 17 from the development plan.

In 2001, 80 acre parcel 17 land merged becoming 360 acres of Ag conservation land. We would like to see the development plan corrected by striking all references to parcel 17 therefore bringing the document into conformance with the reality of the land.

The Winsors have an existing alternate access. They have relinquished their building right and easement on Red Mountain Road and have been voted out of the maintenance membership.

Many thanks,



Judith Grace  
Oak Mountain Ranch  
San Simeon Creek Road

## Attachment 7



To:  
Cc:  
Bcc:  
Subject: Fw: Tommorows meeting

Nicole Retana  
County of San Luis Obispo  
Planning and Building Department  
(805) 781-5718

----- Forwarded by Nicole Retana/Planning/COSLO on 07/25/2012 05:38 PM -----

kentopping@aol.com wrote on 07/25/2012 05:09:41 PM:

> From: kentopping@aol.com  
> To: nretana@co.slo.ca.us  
> Cc: counterfactory@sbcglobal.net  
> Date: 07/25/2012 05:09 PM  
> Subject: Fwd: Tommorows meeting  
>  
>  
> Hi Nicole,  
>  
> Please distribute the email below from Mr. Curtis to the entire  
> planning commission either tonight if there is still time or first  
> thing Thursday and also post to the County webpage.  
>  
> Thanks,  
>  
> Ken  
>  
>

> -----Original Message-----  
> From: Curtis Leslie <counterfactory@sbcglobal.net>  
> To: Topping Ken <kentopping@aol.com>  
> Sent: Wed, Jul 25, 2012 4:05 pm  
> Subject: RE: Tommorows meeting

>  
> Ken, My attorney suggested that I send this to you.  
>  
> Curt  
>  
>  
> The 126 pages of Winsor documents appeared on the public webpage  
> less than 48 hours prior to the meeting, thereby giving you  
> insufficient time to review and respond intelligently. To continue  
> with the hearing is a violation therefore of your due process rights  
> as an owner who is a member of CRRA and SLOCCROA.

> · You therefore request a continuance.  
>  
> · Assuming that a continuance will not be granted, you want  
> to make a record of the following:

## Attachment 7

- >
- > 1. The Staff Report File No. DRC2011-0043 is not supported by  
> the evidence.
- > 2. At page 4, paragraph 6, it states that the lawsuit brought  
> against the Winsors was brought by “two of the landowners.” In fact  
> the lawsuit against the Winsors for non-payment of road maintenance  
> dues was brought by CRRA. After the lawsuit was filed, the board  
> was summarily replaced and the alleged settlement was entered into  
> by the new board and members, which included members who voted for  
> the settlement who had a clear conflict of interest. This is an  
> important distinction.
- > 3. At the same paragraph, attributed to the Winsors  
> communications with staff, and Ms. Hawley’s representations here,  
> all of the conditions of the settlement were supposedly met. That  
> is not true. The Agreement of Settlement and Full Mutual Release,  
> Exhibit B to Mr. Winsor’s materials, states at paragraph 7 that:  
> “In the event less than all of the Additional Signatories sign this  
> Agreement and two weeks have passed since its circulation to the  
> Additional Signatories, either Settling Party may cause the Judgment  
> attached hereto as Exhibit ‘A’ to be entered.” (Note no Judgment  
> provided to the Commission) or apparently filed with the Court.
- > 4. The fact that a Judgment was never filed is fatal to a  
> claim that the “lawsuit has been settled,” because Judgment was  
> never according to the required terms.
- > 5. If Judgment had been entered you would have moved and will  
> move to set it aside based upon credible undisputable evidence of  
> fraud, self-dealing, and as voidable based upon irregularities of  
> law (i.e. the settlement agreement purports to permit Parcel 17  
> owner to “resign” as a member of CRAA, and Corporations Code section  
> 7340(b) says that Winsor cannot be relieved from his obligation for  
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> personally witnessed Mr. Winsor doing so.
- > 7. The Key Issue identified by Staff at page 7 of the report,  
> is “whether the potential for a major road failure (and concern  
> about reducing the number of participant-parcels in the road  
> maintenance outweighs the concerns of Mr. Winsor.....”
- > 8. There is a history of not only the potential but the actual  
> road failure. Cite to 2000 landslide and recent landslide causing  
> CRRA members to have to pay a special assessment.
- >

## Attachment 7



To:  
Cc:  
Bcc:  
Subject: Fw: Tommorows Planning Commission Hearing

Nicole Retana  
County of San Luis Obispo  
Planning and Building Department  
(805) 781-5718

----- Forwarded by Nicole Retana/Planning/COSLO on 07/25/2012 05:39 PM -----

kentopping@aol.com wrote on 07/25/2012 05:22:38 PM:

> From: kentopping@aol.com  
> To: nretana@co.slo.ca.us  
> Cc: counterfactory@sbcglobal.net  
> Date: 07/25/2012 05:22 PM  
> Subject: Fwd: Tommorows Planning Commission Hearing  
>  
> Hi Nicole,  
>  
> Please also distribute this additional email below from Mr. Curtis  
> to the entire planning commission either tonight if there is still  
> time or first thing Thursday and also post to the County webpage.  
>  
> Thanks,  
>  
> Ken  
>

> -----Original Message-----  
> From: Curtis Leslie <counterfactory@sbcglobal.net>  
> To: Topping Ken <kentopping@aol.com>  
> Cc: rhedges <rhedges@co.slo.ca.gov>  
> Sent: Wed, Jul 25, 2012 3:48 pm  
> Subject: Tommorows Planning Commission Hearing

>  
> Ken, as you know from our phone conversation this morning, the  
> attached Winsor 126 page document was not posted online by the  
> County until the eleventh hour, which you confirmed, that you did  
> not see posted at 3:00 pm Tuesday July 24th, prior to our meeting @ 3:30.  
>  
> I was also online yesterday at 2:30 downloading the Staff Report and  
> it was not posted at that time. As a result, I only discovered it  
> online this morning (July 25th), when I checked to see if the  
> questions that you asked Planning staff had been answered by Mr. Wahler.  
> Since we spoke I was able to get a call into my legal counsel. She  
> does not have time to review all these pages before tomorrow's meeting.  
>  
> As a result of the introduction of this material so close to the  
> Hearing date, I do not have adequate time to review these documents  
> and confer with legal counsel, I have been denied Due Process.  
>

## Attachment 7

- > Therefore, I formally ask that this hearing be rescheduled.
- >
- > It appears to me that the Planning Commission is being asked by Mr. Wahler and the County Planning Department to make a legal determination in regard to "Membership" in a California Corporation and contract law. This action is an attempt to secure Mr. Winsor's release from a legal binding contract, with the County's aide and a recommendation for support.
- >
- > I was not aware that the County or this body had such legal authority.
- > The lawsuit is not settled and has been misrepresented in the Staff Report. We are prepared to have the Settlement set aside once a judgment has been filed. I am unaware of any such filing and the judgment is not part of the 126 page document submitted today.
- > I feel this is a matter for the courts to decide not the Planning Commission or the County.
- >
- > This is not the first time I have been denied due process by Mr. Wahler and Planning County staff. My family and the Day's have been excluded from this process for nearly three years in the two attempts to modify our Development Plan.
- >
- > Over that time neither Mr. Wahler nor any County Planning staff has met with us or given us equal time. Since we are members of the Associations that will be changed by this possible release and potential further releases to follow and we will be forced to shoulder a greater percentage of the cost of maintenance now and in the future, it would seem only reasonable and fair to have been included. We were not.
- >
- > When you consider that we brought the matter of Mr. Winsor's breach of his Covenant to Pay Dues to the Counties attention nearly six years ago, it would seem only reasonable and fair that the County would have involved us.
- >
- > As you read the two letters, dated 9/6/2006 and 1/30/2007 from the County from Ms. Neder it is clear that the County was aware of both the situation and its own responsibility to enforce, yet in nearly six years the County has failed to take appropriate action.
- >
- > The action the County has taken was repeatedly assisting Mr. Winsor's attempts to be excused of his legal membership in the Associations and his binding, contractual obligation to pay dues.
- >
- > I must call in to question the conduct and behavior of the County and the Planning Staffs ability to perform their duties ethically and without bias.
- >
- > Sincerely,
- >
- > Curtis J. Leslie
- >
- >
- >
- >

## Attachment 7



[To:](#)  
[Cc:](#)  
[Bcc:](#)  
Subject: Fw: Tommorows meeting

kentopping@aol.com wrote on 07/25/2012 07:05:08 PM:

> From: kentopping@aol.com  
> To: nretana@co.slo.ca.us  
> Cc: counterfactory@sbcglobal.net  
> Date: 07/25/2012 07:05 PM  
> Subject: Fwd: Tommorows meeting  
>  
>  
> Hi Nicole,  
>  
> Here is the third email from Mr. Leslie. Please distribute to the  
> commission and post, if not this evening then on Thursday morning.  
>  
> Thanks,  
> Ken  
>

> -----Original Message-----  
> From: Curtis Leslie <counterfactory@sbcglobal.net>  
> To: kentopping <kentopping@aol.com>  
> Cc: cduffysmith <cduffysmith@mdstlaw.com>  
> Sent: Wed, Jul 25, 2012 5:28 pm  
> Subject: Re: Fwd: Tommorows meeting

>  
> Ken, thank you.  
> The difference between majority rule and mob rule is the law. I know  
> this is a lynching.  
>  
> The Winsor's can get everyone that lives in Cambria to sign the  
> petition. Hell the way they make it sound I might have signed it to.  
> Not a single one of these people other than the Association members  
> have a clue of what this is about or what they signed and none of  
> them will be asked to bare the cost or have their properties devalued.  
>  
> Mr. Winsor already has the benefit of the Williamson act. He is able  
> to use his land as he sees fit. As you now know this is about a  
> legal contract, not land use. Mr. Winsor signed that contract twice  
> as a property owner in these associations. No one made him do it. I  
> only asked that he live up to his agreement.  
>  
> As I move forward with legal actions against the County for their  
> negligence, failure to enforce as required and the obvious  
> preferential treatment given. I hope my family, my animals and my  
> property is safe from the obvious hatred Mr. Winsor is fomenting  
> against me and mine.  
>

## Attachment 7

> Sincerely, Curt  
>  
> --- On Wed, 7/25/12, kentopping@aol.com <kentopping@aol.com> wrote:  
>  
> From: kentopping@aol.com <kentopping@aol.com>  
> Subject: Fwd: Tommorows meeting  
> To: nretana@co.slo.ca.us  
> Cc: counterfactory@sbcglobal.net  
> Date: Wednesday, July 25, 2012, 5:09 PM  
  
>  
> Hi Nicole,  
>  
> Please distribute the email below from Mr. Curtis to the entire  
> planning commission either tonight if there is still time or first  
> thing Thursday and also post to the County webpage.  
>  
> Thanks,  
>  
> Ken  
>  
>  
  
> -----Original Message-----  
> From: Curtis Leslie <counterfactory@sbcglobal.net>  
> To: Topping Ken <kentopping@aol.com>  
> Sent: Wed, Jul 25, 2012 4:05 pm  
> Subject: RE: Tommorows meeting  
  
>  
> Ken, My attorney suggested that I send this to you.  
>  
> Curt  
>  
>  
> The 126 pages of Winsor documents appeared on the public webpage  
> less than 48 hours prior to the meeting, thereby giving you  
> insufficient time to review and respond intelligently. To continue  
> with the hearing is a violation therefore of your due process rights  
> as an owner who is a member of CRRA and SLOCCROA.  
  
>  You therefore request a continuance  
>  
>  Assuming that a continuance will not be granted you want  
> to make a record of the following:  
>  
> 1. The Staff Report File No. DRC2011-0043 is not supported by  
> the evidence.  
> 2. At page 4, paragraph 6, it states that the lawsuit brought  
> against the Winsors was brought by "two of the landowners. In fact  
> the lawsuit against the Winsors for non-payment of road maintenance  
> dues was brought by CRRA. After the lawsuit was filed, the board  
> was summarily replaced and the alleged settlement was entered into  
> by the new board and members, which included members who voted for  
> the settlement who had a clear conflict of interest. This is an  
> important distinction.

## Attachment 7

- > 3. At the same paragraph, attributed to the Winsors
- > communications with staff, and Ms. Hawley's representations here,
- > all of the conditions of the settlement were supposedly met. That
- > is not true. The Agreement of Settlement and Full Mutual Release,
- > Exhibit B to Mr. Winsor's materials, states at paragraph 7 that:
- > "In the event less than all of the Additional Signatories sign this
- > Agreement and two weeks have passed since its circulation to the
- > Additional Signatories, either Settling Party may cause the Judgment
- > attached hereto as Exhibit 'A' to be entered." (Note no Judgment
- > provided to the Commission) or apparently filed with the Court.
- > 4. The fact that a Judgment was never filed is fatal to a
- > claim that the "lawsuit has been settled," because Judgment was
- > never according to the required terms.
- > 5. If Judgment had been entered you would have moved and will
- > move to set it aside based upon credible undisputable evidence of
- > fraud, self-dealing, and as voidable based upon irregularities of
- > law (i.e. the settlement agreement purports to permit Parcel 17
- > owner to "resign" as a member of CRAA, and Corporations Code section
- > 7340(b) says that Winsor cannot be relieved from his obligation for
- > a condition arising out of the ownership of land).
- > 6. Additionally, the Agreement of Settlement provides at
- > paragraph 4 that: "Defendants agree not use Access Road D Gate to
- > access San Simeon Creek Road from former Parcel 17." You have
- > personally witnessed Mr. Winsor doing so.
- > 7. The Key Issue identified by Staff at page 7 of the report,
- > is "whether the potential for a major road failure (and concern
- > about reducing the number of participant-parcels in the road
- > maintenance outweighs the concerns of Mr. Winsor...."
- > 8. There is a history of not only the potential but the actual
- > road failure. Cite to 2000 landslide and recent landslide causing
- > CRRRA members to have to pay a special assessment.
- >