

Right-of-Way: Branch Mill Road Bridge Replacement Project
WBS #300385, Parcel No. 13-04

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between Valley Investment Company, a California General Partnership, hereinafter referred to as GRANTORS and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

WITNESSETH:

WHEREAS, COUNTY needs to obtain certain property interests from GRANTORS for the Branch Mill Road Bridge Replacement Project (“Project”); and

WHEREAS, an easement deed in the form of Public Road And Slope Easement Deed No. 13-04 (“Easement Deed”) covering the property particularly described therein (the “Subject Property”), has been executed and delivered to Phil Acosta, Right of Way Agent for COUNTY.

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

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the COUNTY of all further obligation or claims on this account or on account of the location, or construction, of the proposed public improvement, except as set forth herein.

2. The COUNTY shall:

a. Pay the undersigned GRANTORS the sum of \$640.00 for the property interests as conveyed herein and by Easement Deed No. 13-04 when title to said property vests in the COUNTY free and clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and all taxes, except:

1. Taxes for the fiscal year in which this Agreement is entered which shall be cleared and paid in the manner specified under Article 5 (commencing with Section 5081) of Chapter 4 of Part 9 of Division 1 of the Revenue and Taxation Code, if unpaid at time Agreement is entered.

2. Easements or rights of way over said land for public, public utility or quasi-public utility purposes, if any.

b. Pay any escrow and recording fees incurred in this transaction, and if title insurance is desired by the COUNTY, the premium charged therefor.

c. Have the authority to deduct and pay from the amount shown in Paragraph 2 (a) above, any amount necessary to satisfy any delinquent taxes due in any fiscal year

RIGHT OF WAY AGREEMENT

(Rev 01-10-2013)

except the fiscal year in which this escrow closes, together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to, in accordance with the terms of this agreement.

3. GRANTOR hereby warrants and represents that the GRANTOR has no reason to believe that any hazardous waste, extremely hazardous waste, or hazardous substance (as those terms are defined in sections 25117, 25115, and 25316 of the California Health and Safety Code) has come to be located on, beneath or within any of the real property covered by the above referenced Easement Deed or this Agreement. If GRANTOR ever becomes aware of the presence of any hazardous waste, extremely hazardous waste, or hazardous on, beneath or within these areas, GRANTOR shall immediately so advise COUNTY.

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

5. A Temporary Construction Easement ("TCE") is hereby granted by GRANTOR to the COUNTY or its authorized agent to enter upon that portion of GRANTORS' land within that certain area described and depicted in Exhibit "A-2" attached hereto and made a part hereof (the "TCE Area"), for the purpose of construction and construction support activities related to said Project including, but not limited to the storage and stockpiling of materials, soil and equipment. This Temporary Construction Easement shall commence thirty (30) days following the issuance of a written notice of construction commencement issued by County to Grantor via U.S. Mail, and shall terminate upon completion of construction of the County Facilities which the County estimates will be completed within twelve (12) months of commencement. The amount shown in Paragraph 2.a. herein includes, but is not limited to, full payment for said TCE, including severance damages, if any, from said date. Upon completion of construction of County's Facilities, the Temporary Construction Easement area shall be generally restored to the condition that existed prior to construction, to the extent reasonably practical.

6. At no expense to the GRANTOR, and at the time of roadway construction, the County or its authorized agent will construct a hot-mix asphalt and soil drive approach way left of Engineer's Station 10+36 "B" as shown on the DRIVEWAY RECONSTRUCTION EXHIBIT (Parcel 13-04) attached hereto and made a part hereof.

7. GRANTOR hereby grants permission to the COUNTY, or its authorized agent, to enter upon GRANTOR'S land, where necessary, for purposes of reconstructing and conforming GRANTOR'S driveway as described in the previous section (Section 5).

8. It is understood and agreed that upon completion of the work indicated in Sections 5 and 6 of this Agreement, the portion(s) of said hot-mix asphalt drive approach way lying within the COUNTY right of way shall be considered an encroachment under permit upon the County road, and shall be maintained, repaired, and operated as such by GRANTOR, in accordance

RIGHT OF WAY AGREEMENT

(Rev 01-10-2013)

with, and subject to pertinent County and State law, and San Luis Obispo County Department of Public Works Standard Encroachment Permit Provisions. GRANTOR further understands and agrees that upon completion of the work indicated in Sections 5 and 6 of this Agreement, the portion(s) of said drive approach way located upon GRANTOR'S land shall be considered as the sole property of the GRANTOR; the maintenance and repair of said property to be that of the GRANTOR.

9. All work done on GRANTOR'S property under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good workmanlike manner. All structures, improvements or other facilities, when removed, relocated, reconstructed, or protected in place by the COUNTY in connection with the Project, shall be left in as good condition as found at the commencement of the Project.

10. The COUNTY shall defend and indemnify GRANTORS from any and all claims damages, costs, judgments, or liability arising from any culpable negligence of the COUNTY or its officers, employees or agents during the COUNTY'S construction activities conducted upon GRANTOR'S real property.

11. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions of this agreement, COUNTY shall have the right to possess and use the property covered by said Easement Deed 13-04 commencing on January 01, 2015 or upon the close of escrow, whichever shall occur first and that the amount shown in Paragraph 2.a. herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

12. The undersigned GRANTOR hereby agrees and consents to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waives any and all claims to attorneys fees' or other legal costs in connection with such dismissal. In addition, GRANTOR waives any and all claim to any money that may now be on deposit in said action, and will sign a stipulation for release of deposit in a form approved by COUNTY.

13. GRANTOR understands and agrees that a portion of a PROJECT related TCE on APN 047-161-005 will be surfaced with an estimated one hundred eighty one (181) cubic yards of "Class II Aggregate Base Material" (hereafter, the "ABM") for the purpose of facilitating the movement of the vehicles and equipment while the Project is in construction. Upon the COUNTY'S completion of Project, said ABM will be removed from the TCE Area. GRANTOR hereby agrees to accept said ABM, upon its' removal, for stockpiling upon land owned, managed, or otherwise controlled by GRANTOR identified as Assessor's Parcel Number 047-161-012 and as more specifically identified and depicted on the POST CONSTRUCTION ABM STOCKPILE LOCATION MAP attached hereto. GRANTOR hereby grants permission to the COUNTY, or its authorized agent, to enter upon GRANTOR'S land, using existing farm access roads, for stockpiling of said ABM in the indicated location. Any removed ABM delivered to GRANTOR in accordance with this provision shall be considered as the sole property of the GRANTOR, and the GRANTOR'S sole responsibility.

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

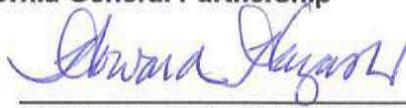
(Rev 01-10-2013)

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

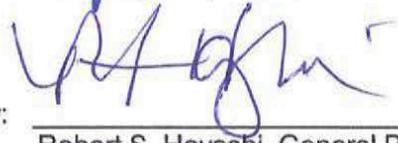
GRANTOR: Valley Investment Company, a California General Partnership

By: 

John Hayashi, General Partner

By: 

Howard H. Hayashi, General Partner

By: 

Robert S. Hayashi, General Partner

By: 

Alan A. Hayashi, General Partner

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

(Rev 01-10-2013)

COUNTY OF SAN LUIS OBISPO

Chairperson of the Board of Supervisors
County of San Luis Obispo

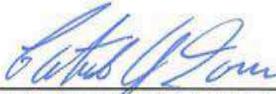
Dated: _____, 20____

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

Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: 

Deputy County Counsel

RECOMMENDED FOR APPROVAL:

Department of Public Works:
PAAVO OGREN
Public Works Director

By: 

PHIL ACOSTA
Right of Way Agent

V: PWA\Small Projects\Branch Mill Rd\Valley Inv RW Agmt

EXHIBIT A-2

A portion of Lot L of the J. F. Branch Homestead Tract in the County of San Luis Obispo, State of California as shown on map recorded in Book B of Maps, at Page 106 in the office of the County Recorder of Said County, and as described in deed recorded September 04, 1996 as Document No. 1996-044159 in the office of said County recorder. Said portion of Lot L also being shown on the "Plans for Construction; Tar Spring Creek Bridge on Branch Mill Road, Bridge No. 49C-0459, Federal Aid Bridge Replacement Project #BRLO-5949 (116), County Contract No. 300385" on file in the Department of Public Works of said County, being more particularly described as follows:

Beginning at a one inch iron pipe with plastic plug stamped "L.S. 7618", said pipe being a point on the deed line, 9.00 feet southeast of the true corner of that parcel of land described in that deed recorded as Document No. 2002107285 in the office of said County Recorder, and as shown on map recorded in Book 90 of Surveys, at Page 36 in the office of said County Recorder;

Thence, South 20°15'38" West 526.69 feet to a 2-inch iron pipe with brass tag Stamped "JDM RE 4338" at the west corner of a parcel of land described in that deed recorded in Book 375 of Official Records, at Page 357 in the office of Said County Recorder, and as shown on said Survey Map;

Thence, South 30°07'22" East 1990.97 feet to the **TRUE POINT OF BEGINNING**, being a point 25.00 feet left of Engineer's Station -0+08.24 of said Plans, said point also being a point on the north right-of-way of said Branch Mill Road, as said right-of-way existed and was declared a public highway per the San Luis Obispo County Board of Supervisor's action as declared in Board meeting minutes of said Board dated November 9, 1876, and recorded in Book C of said Board minutes, at Page 489;

Thence, leaving said right-of-way North 23°25'34" West 83.26 feet to a point 108.26 feet left of Engineer's Station -0+08.24, of said Plans;

Thence, North 12°18'00" East 210.30 feet to a point 278.98 feet left of Engineer's Station 1+14.56, of said Plans;

Thence, South 80°19'41" East 242.03 feet to a point 165.67 feet left of Engineer's Station 2+65.92, of said Plans;

Thence, North 84°50'05" East 233.07 feet to a point 234.39 feet left of Engineer's Station 3+79.19, of said Plans;

Thence, South 76°34'07" East 151.28 feet to a point 231.16 feet left of Engineer's Station 8+49.40, of said Plans;

Thence, North 90°00'00" East 224.66 feet to a point 73.92 feet left of Engineer's Station 10+09.85, of said Plans;

Thence, North 29°29'31" East 39.30 feet to a point 84.81 feet left of Engineer's Station 10+47.61, of said Plans;

Thence, South 60°30'29" East 25.73 feet to a point 60.03 feet left of Engineer's Station 10+55.52, of said Plans;

Thence, North 83°41'03" East 32.73 feet to a point 38.92 feet left of Engineer's Station 10+82.79, of said Plans; said point also being the beginning of a non-tangent curve concave to the

EXHIBIT A-2

northwest, and having a radius of 361.00 feet, and to which point a radial bears South 44°25'50" East;

Thence, northerly along said curve 114.65 feet through a central angle of 18°11'48" to the end of said non-tangent curve, being a point 38.76 feet left of Engineer's Station 12+05.07 of said Plans, and to which point a radial bears South 62°37'38" East;

Thence, South 61°02'24" East 9.14 feet to a point 29.63 feet left of Engineer's Station 12+05.34, of said Plans;

Thence, North 28°57'36" East 84.03 feet to a point 29.91 feet left of Engineer's Station 12+90.15, of said Plans;

Thence, South 61°02'24" East 5.00 feet to a point 24.91 feet left of Engineer's Station 12+90.15, of said Plans;

Thence, South 28°57'36" West 94.03 feet to a point 24.27 feet left of Engineer's Station 11+95.06, of said Plans;

Thence, North 61°02'24" West 4.00 feet to a point 28.27 feet left of Engineer's Station 11+94.88, of said Plans, said point also being the beginning of a tangent curve concave to the northwest, and having a radius of 371.00 feet;

Thence, southerly along said curve 137.98 feet through a central angle of 21°18'33" to a point of reverse curvature, having a radius of 629.00 feet, being a point 31.12 feet left of Engineer's Station 10+50.23 of said Plans;

Thence, southerly along said reverse curve 61.74 feet through a central angle of 05°37'27" to a point 33.15 feet left of Engineer's Station 9+88.42 of said Plans, and to which point a radial bears South 45°21'18" East;

Thence, South 75°14'38" West 62.34 feet to a point 64.00 feet left of Engineer's Station 9+34.25, of said Plans;

Thence, North 90°00'00" West 184.67 feet to a point 193.25 feet left of Engineer's Station 8+02.35, of said Plans;

Thence, North 76°34'07" West 148.52 feet to a point 179.27 feet left of Engineer's Station 3+95.47, of said Plans;

Thence, South 84°50'05" West 231.06 feet to a point 105.74 feet left of Engineer's Station 2+60.96, of said Plans;

Thence, North 80°19'41" West 192.54 feet to a point 197.43 feet left of Engineer's Station 1+29.81, of said Plans;

Thence, South 12°18'00" West 133.65 feet to a point 88.92 feet left of Engineer's Station 0+51.76, of said Plans;

Thence, South 23°25'34" East 63.92 feet to a point 25.00 feet left of Engineer's Station 0+51.76, of said Plans;

Thence, South 66°34'26" West 60.00 feet to the **TRUE POINT OF BEGINNING**.

EXHIBIT A-2

End of description.

The description above is shown graphically on the attached Exhibits B, B1 and B2.



EXHIBIT B

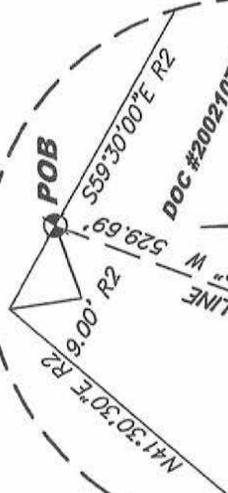
SEE DETAIL A

TCE - 2 APN 047-161-012

POB 1" IRON PIPE WITH PLASTIC PLUG STAMPED L.S. 7618 PER R2



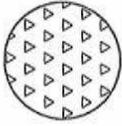
POB 2" IRON PIPE WITH BRASS TAG STAMPED JBM RE4338 PER R2



DETAIL A
NO SCALE

LEGEND

- R1 DENOTES CONSTRUCTION PLANS FOR THE TAR SPRING CREEK BRIDGE NO. 49C-0459; ON FILE IN THE SAN LUIS OBISPO COUNTY PUBLIC WORKS DEPT.
- R2 DENOTES RECORD PER 90-LS-36
- RAD DENOTES RADIAL
- POB DENOTES POINT OF BEGINNING
- TPOB DENOTES TRUE POINT OF BEGINNING
- TCE DENOTES TEMPORARY CONSTRUCTION EASEMENT
- ROW DENOTES RIGHT OF WAY
- B-LINE DENOTES NEW CENTERLINE PER R1
- COA DENOTES STATE WATER LINE EASEMENT NO.
- DENOTES PROPOSED CENTERLINE WELL MONUMENT PER R1

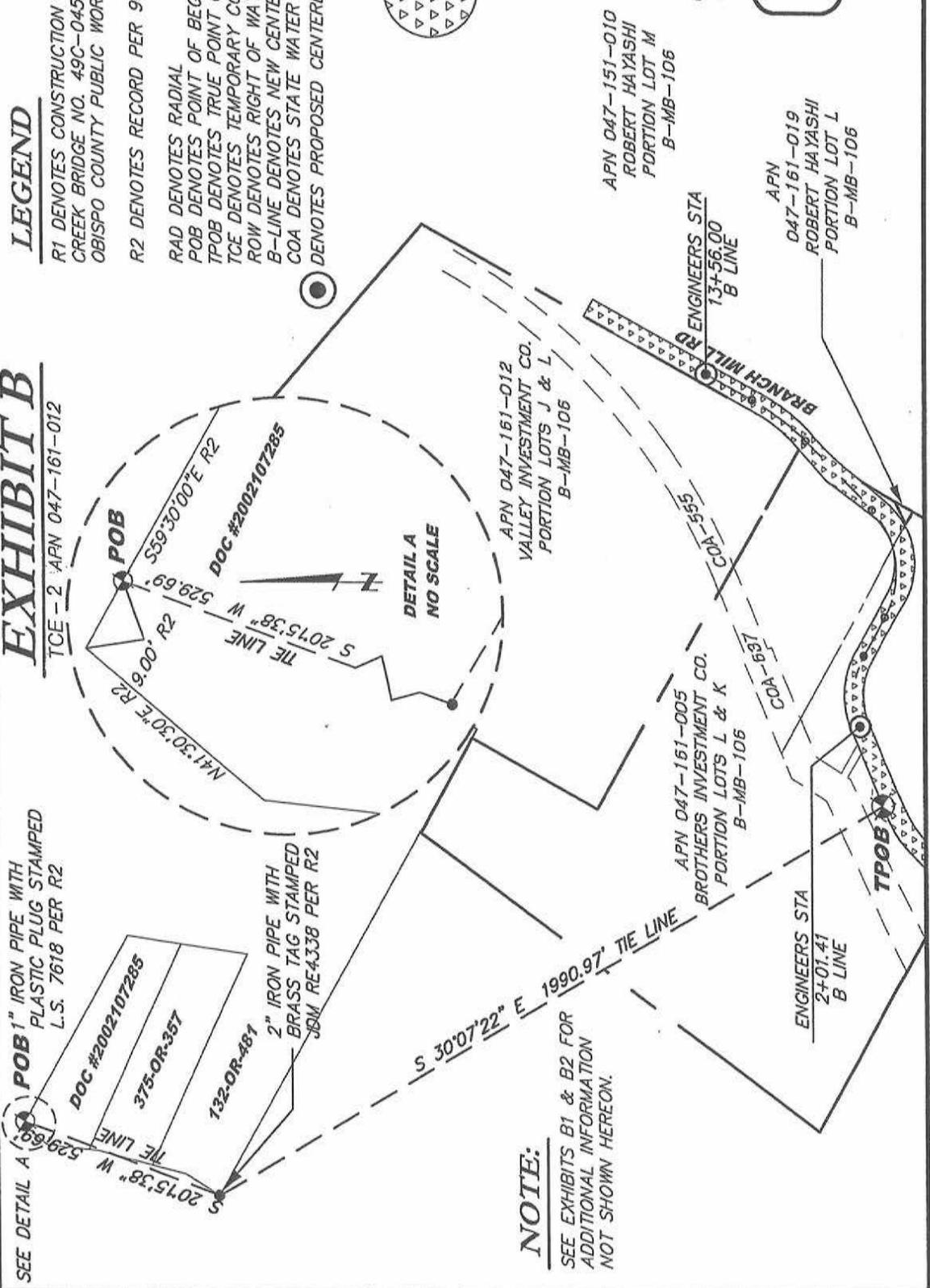


DENOTES EXISTING 50' WIDE ROW BASED ON EXISTING PAVED ROAD.



McMillan
LAND SURVEYS

2306 BROAD STREET
SAN LUIS OBISPO, CA 95401
805-541-1688 FAX 541-1684
DATE: 01-31-14 JOB #342-06



NOTE:
SEE EXHIBITS B1 & B2 FOR ADDITIONAL INFORMATION NOT SHOWN HEREON.

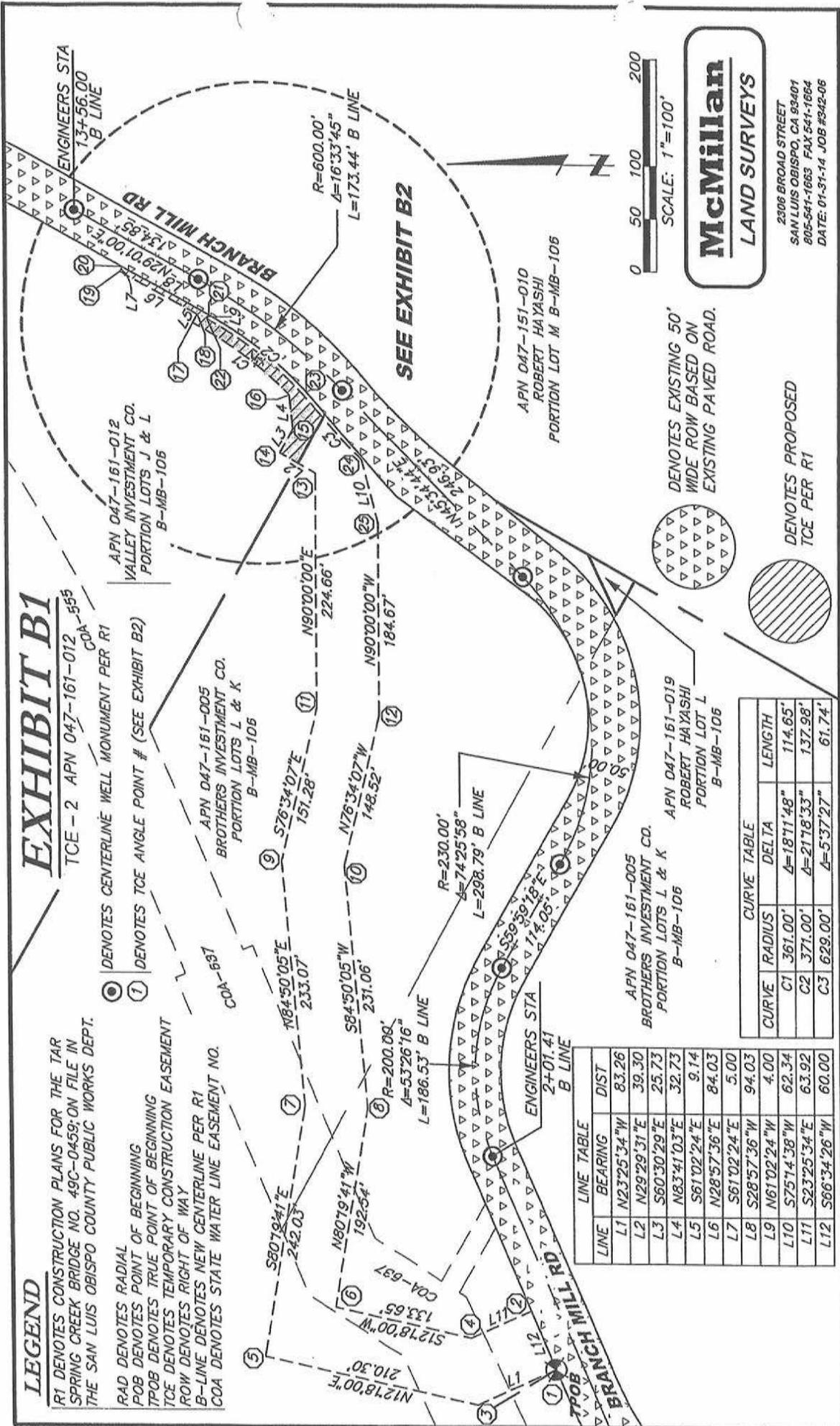
EXHIBIT B1

TCE - 2 APN 047-161-012 COA-555

LEGEND

- R1 DENOTES CONSTRUCTION PLANS FOR THE TAR SPRING CREEK BRIDGE NO. 49C-0459; ON FILE IN THE SAN LUIS OBISPO COUNTY PUBLIC WORKS DEPT.
- RAD DENOTES RADIAL
- POB DENOTES POINT OF BEGINNING
- TPOB DENOTES TRUE POINT OF BEGINNING
- TCE DENOTES TEMPORARY CONSTRUCTION EASEMENT
- ROW DENOTES RIGHT OF WAY
- B-LINE DENOTES NEW CENTERLINE PER R1
- COA DENOTES STATE WATER LINE EASEMENT NO.

- DENOTES CENTERLINE WELL MONUMENT PER R1
- ① DENOTES TCE ANGLE POINT # (SEE EXHIBIT B2)



LINE	BEARING	DIST
L1	N23°25'34"W	83.26
L2	N29°29'31"E	39.30
L3	S60°30'29"E	25.73
L4	N83°41'03"E	32.73
L5	S61°02'24"E	9.14
L6	N28°57'36"E	84.03
L7	S61°02'24"E	5.00
L8	S28°57'36"W	94.03
L9	N61°02'24"W	4.00
L10	S75°14'38"W	62.34
L11	S23°25'34"E	63.92
L12	S66°34'26"W	60.00

CURVE	RADIUS	DELTA	LENGTH
C1	361.00'	Δ=18°11'48"	114.65'
C2	371.00'	Δ=21°16'33"	137.98'
C3	629.00'	Δ=5°37'27"	61.74'

McMillan
LAND SURVEYS

2306 BROAD STREET
SAN LUIS OBISPO, CA 93401
805-541-1663 FAX 541-1664
DATE: 01-31-14 JOB #342-06

DENOTES EXISTING 50' WIDE ROW BASED ON EXISTING PAVED ROAD.

DENOTES PROPOSED TCE PER R1

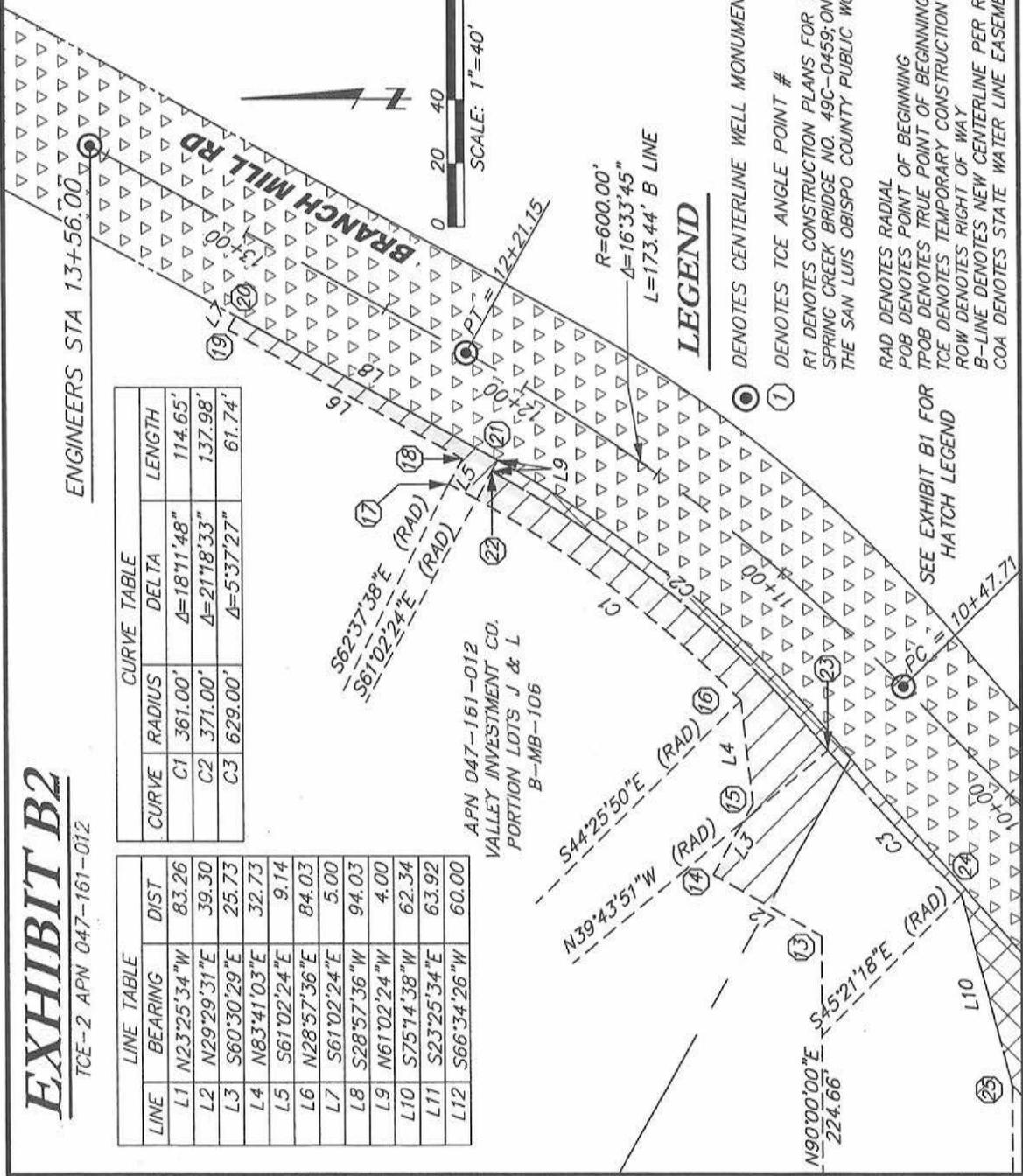
EXHIBIT B2

TCE-2 APN 047-161-012

LINE	BEARING	DIST
L1	N23°25'34"W	83.26
L2	N29°29'31"E	39.30
L3	S60°30'29"E	25.73
L4	N83°41'03"E	32.73
L5	S61°02'24"E	9.14
L6	N28°57'36"E	84.03
L7	S61°02'24"E	5.00
L8	S28°57'36"W	94.03
L9	N61°02'24"W	4.00
L10	S75°14'38"W	62.34
L11	S23°25'34"E	63.92
L12	S66°34'26"W	60.00

CURVE	RADIUS	DELTA	LENGTH
C1	361.00'	$\Delta=18°11'48"$	114.65'
C2	371.00'	$\Delta=21°18'33"$	137.98'
C3	629.00'	$\Delta=5°37'27"$	61.74'

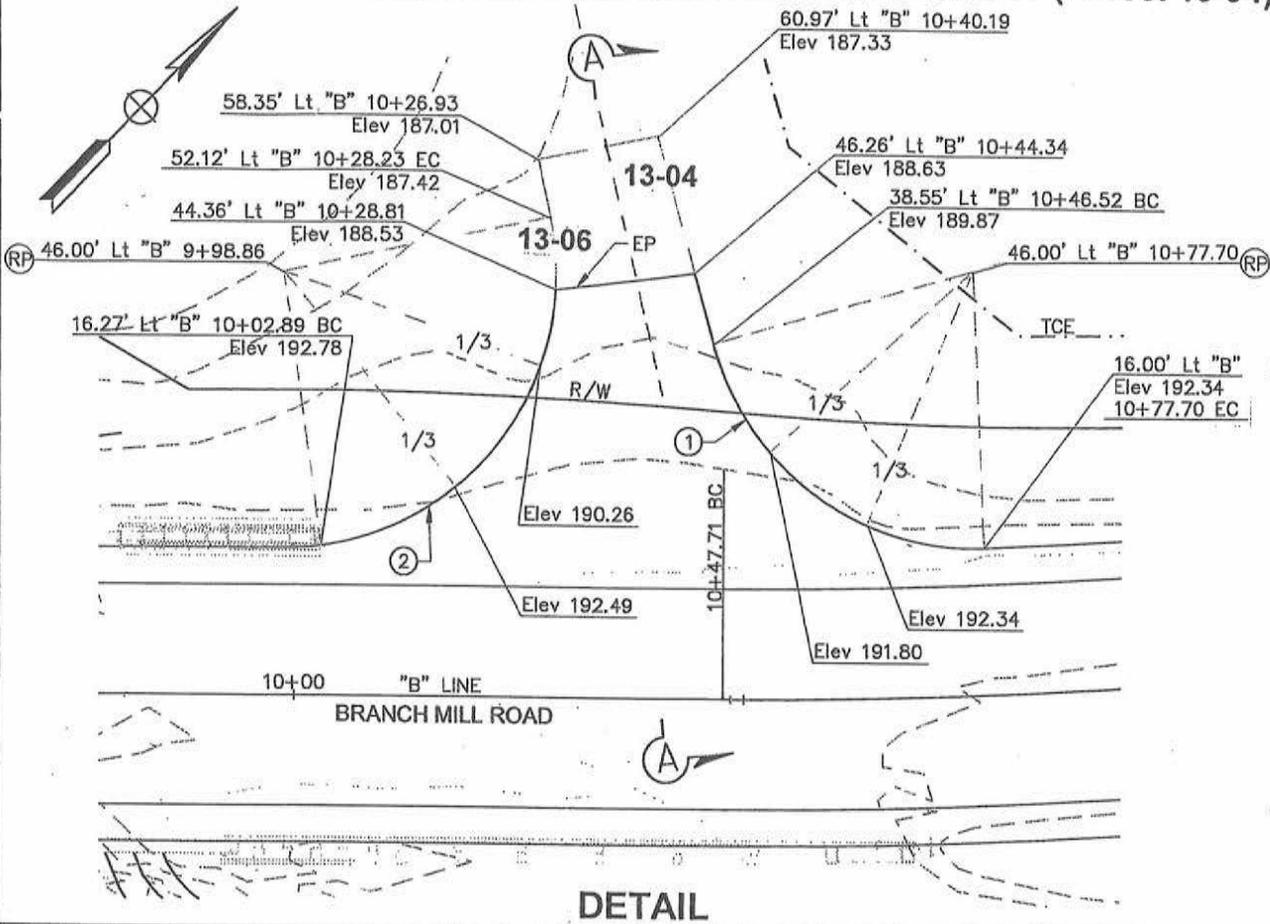
POINT	STATION TABLE	
	STATION	OFFSET
1	-0+08.24	25.00' LT
2	0+51.76	25.00' LT
3	-0+08.24	108.26' LT
4	0+51.76	88.92' LT
5	1+14.56	278.98' LT
6	1+29.81	197.43' LT
7	2+65.92	165.67' LT
8	2+60.96	105.74' LT
9	3+79.19	234.39' LT
10	3+95.47	179.27' LT
11	8+49.40	231.16' LT
12	8+02.35	193.25' LT
13	10+09.85	73.92' LT
14	10+47.61	84.81' LT
15	10+55.52	60.03' LT
16	10+82.79	38.92' LT
17	12+05.07	38.76' LT
18	12+05.34	29.63' LT
19	12+90.15	29.91' LT
20	12+90.15	24.91' LT
21	11+95.06	24.27' LT
22	11+94.88	28.27' LT
23	10+50.23	31.12' LT
24	9+88.42	33.15' LT
25	9+34.25	64.00' LT



McMillan
LAND SURVEYS

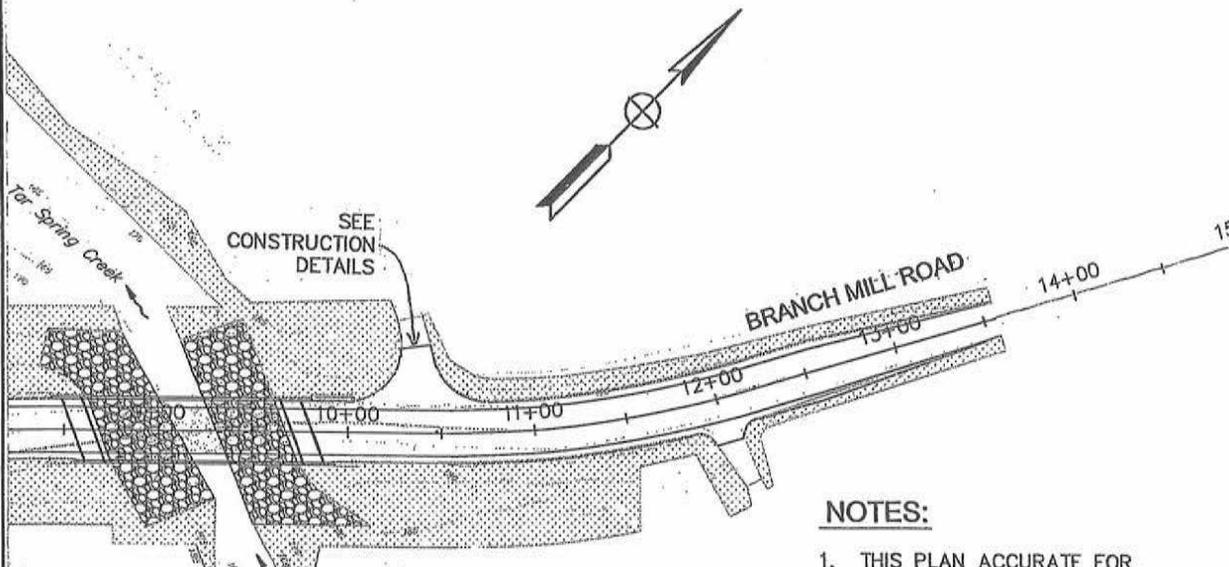
2306 BROAD STREET
SAN LUIS OBISPO, CA 95401
805-541-1663 FAX 541-1664
DATE: 01-31-14 JOB #342-06

DRIVEWAY RECONSTRUCTION EXHIBIT (Parcel 13-04)



DETAIL

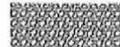
LOCATION WITHIN PROJECT



NOTES:

1. THIS PLAN ACCURATE FOR EROSION CONTROL WORK ONLY.

LEGEND:

-  EROSION CONTROL (HYDROSEED)
-  ROCK SLOPE PROTECTION

DATE	
BY	
DESIGN	
DRAWN	
SCALE: 1"=50'	

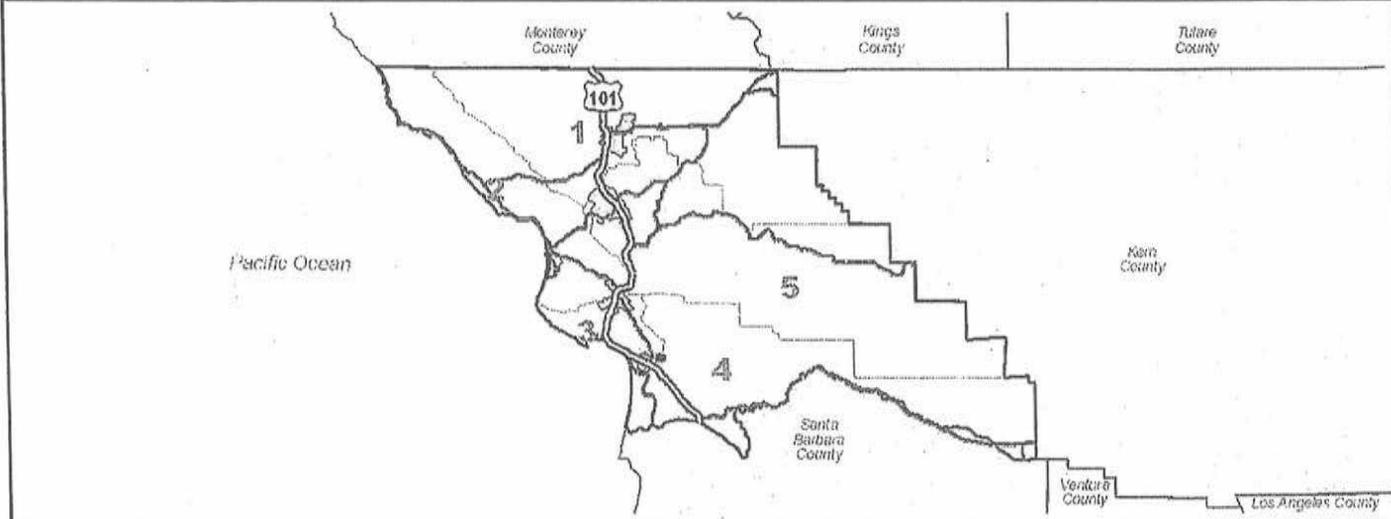
SAN LUIS OBISPO COUNTY
DEPARTMENT OF PUBLIC WORKS

1050 Monterey Street
 San Luis Obispo, CA 93408
 Phone: (805) 781-5252 FAX: (805) 781-1229

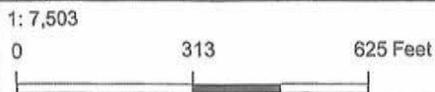
P. Acosta
 June 4, 2014

TAR SPRING CREEK BRIDGE ON BRANCH MILL ROAD

Parcel No.
 13-04



LOCATION MAP
POST CONSTRUCTION ABM STOCKPILE LOCATION
N. CORNER APN 047-161-012
 COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PUBLIC WORKS



Created by: STAFF
 Printed: 4/9/2014



RECORDING REQUESTED BY:
Public Works Department
County of San Luis Obispo
County Government Center, Room 207
San Luis Obispo, CA 93408

WHEN RECORDED RETURN TO:
County Clerk
County of San Luis Obispo
1055 Monterey St, Room D120
San Luis Obispo, CA 93408

APN: 047-161-012 (portion)

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

PUBLIC ROAD AND SLOPE EASEMENT DEED No. 13-04

THIS INDENTURE, made this ____ day of _____, 2014, by Valley Investment Company, a California General Partnership, hereinafter referred to as "Grantor", and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "County":

WITNESSETH:

That Grantor, for a valuable consideration, receipt of which is hereby acknowledged, does hereby grant unto County, its successors and assigns an easement and right of way for public road and slope purposes including, but not limited to, the right to lay, construct, repair, maintain, operate, renew and replace roadway improvements, roadway related water collection and drainage systems, public utility facilities and appurtenances incidental thereto over, upon, and under that certain real property situate in the County of San Luis Obispo, State of California, described as follows:

see EXHIBIT "A-1", attached hereto and made a part hereof.

The easement granted herein includes the right to maintain slopes and ditches; plant and maintain grass, plants, or shrubs within the easement area for soil erosion purposes. Additionally, Grantor does hereby further grant to County, its successors and assigns, the necessary rights of entry to and from the hereinabove described property over existing roadways and pathways for operation of said easement.

The consideration hereinabove recited shall also constitute payment in full for any severance damages to the remaining property of the Grantor, their successors and assigns, by reason of the construction, reconstruction, operation, repair and maintenance of said improvements referred to herein.

The provisions hereof shall inure to the benefit of the County, its successors and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto, and all covenants shall apply to and run with the above described property.

IN WITNESS WHEREOF, Grantor has hereunto set their hand the day and year first above written.

(As used above the term "GRANTOR" shall include the plural as well as the singular number and the word "his" or "her" shall include the opposite gender as the case may be.)

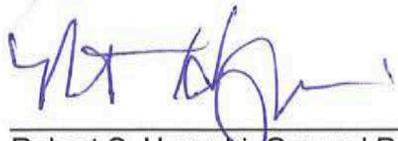
GRANTOR: Valley Investment Company, a California General Partnership

By: 

John Hayashi, General Partner

By: 

Howard H. Hayashi, General Partner

By: 

Robert S. Hayashi, General Partner

By: 

Alan A. Hayashi, General Partner

ACKNOWLEDGMENT

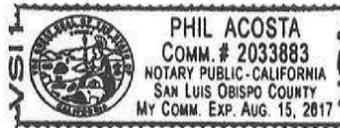
State of California
County of San Luis Obispo)

On May 21, 2014 before me, Phil Acosta, Notary Public personally
(insert name and title of the officer)

appeared John Hayashi, who 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 to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Phil Acosta

(Seal)

ACKNOWLEDGMENT

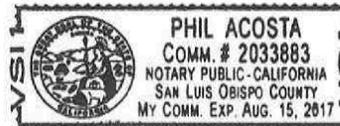
State of California
County of San Luis Obispo)

On May 22, 2014 before me, Phil Acosta, Notary Public personally
(insert name and title of the officer)

appeared Alan A. Hayashi and Robert S. Hayashi, who 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 to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Phil Acosta

ACKNOWLEDGMENT

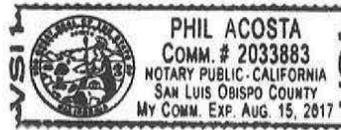
State of California
County of San Luis Obispo)

On May 29 2014 before me, Phil Acosta, Notary Public personally
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature *Phil Acosta*

(Seal)

ACKNOWLEDGMENT

State of California
County of _____)

On _____ before me, _____ personally
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the COUNTY OF SAN LUIS OBISPO, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Public Road and Slope Easement Deed dated _____, 20__, from Valley Investment Company, a California General Partnership, Grantor herein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ___ day of _____, 20__.

COUNTY OF SAN LUIS OBISPO

Chairperson of the Board of Supervisors
County of San Luis Obispo

ATTEST:
Julie L. Rodewald County Clerk-Recorder
County of San Luis Obispo

Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: *[Signature]* Dated: 6/10/2014
Deputy County Counsel

ACKNOWLEDGMENT

State of California
County of _____)

On _____ before me, _____ personally
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A-1

A portion of Lot L of the J. F. Branch Homestead Tract in the County of San Luis Obispo, State of California as shown on map recorded in Book B of Maps, at Page 106 in the office of the County Recorder of Said County, and as described in deed recorded September 04, 1996 as Document No. 1996-044159 in the office of said County recorder. Said portion of Lot L also being shown on the "Plans for Construction; Tar Spring Creek Bridge on Branch Mill Road, Bridge No. 49C-0459, Federal Aid Bridge Replacement Project #BRLO-5949 (116), County Contract No. 300385" on file in the Department of Public Works of said County, being more particularly described as follows:

Beginning at a one inch iron pipe with plastic plug stamped "L.S. 7618", said pipe being a point on the deed line, 9.00 feet southeast of the true corner of that parcel of land described in that deed recorded as Document No. 2002107285 in the office of said County Recorder, and as shown on map recorded in Book 90 of Licensed Surveys, at Page 36 in the office of said County Recorder;

Thence, South 20°15'38" West 529.69 feet to a 2-inch iron pipe with brass tag Stamped "JDM RE 4338" at the west corner of a parcel of land described in that deed recorded in Book 375 of Official Records, at Page 357 in the office of Said County Recorder, and as shown on said Survey Map;

Thence, South 40°10'47" East 2160.30 feet to the **TRUE POINT OF BEGINNING**, being a point 25.00 feet left of Engineer's Station 3+88 of said Plans, said point also being a point on the north right-of-way of said Branch Mill Road, as said right-of-way existed and was declared a public highway per the San Luis Obispo County Board of Supervisor's action as declared in Board meeting minutes of said Board dated November 9, 1876, and recorded in Book C of said Board minutes, at Page 489;

Thence, leaving said right-of-way North 30°00'42" East 21.52 feet to a point 46.52 feet left of Engineer's Station 3+88, of said Plans;

Thence, South 60°15'54" East 122.17 feet to a point 46.93 feet left of Engineer's Station 5+12.26, of said Plans, said point also being the beginning of a tangent curve concave to the north, and having a radius of 150.00 feet;

Thence, east along said curve 194.14 feet through a central angle of 74°09'22" to the end of said tangent curve to a point 61.37 feet left of Engineer's Station 7+60.08, of said Plans;

Thence, North 45°34'44" East 163.15 feet to a point 64.00 feet left of Engineer's Station 9+34.25, of said Plans;

Thence, North 75°14'38" East 62.34 feet to a point 33.15 feet left of Engineer's Station 9+88.42, of said Plans; said point being the beginning of a non-tangent curve concave to the southeast, and having a radius of 629.00 feet, and to which point a radial bears North 45°21'18" West;

Thence, northeast along said curve 61.74 feet through a central angle of 05°37'27" to a point of reverse curvature concave to the northwest and having a radius of 371.00 feet, and to which point a radial bears South 39°43'51" East, being a point 31.12 feet left of Engineer's Station 10+50.23, of said Plans;

Thence, northeast along said curve 137.98 feet through a central angle of 21°18'33" to the end of said curve, and to which point a radial bears South 61°02'24" East, being a point 28.27 feet left of Engineer's Station 11+94.88, of said Plans;

APN 047-161-012
(2013-04-01) ROW 2
Page 1 of 2

EXHIBIT A-1

Thence, South 61°02'24" East 4.00 feet to a point on said existing north right-of-way of Branch Mill Road, said point being 24.27 feet left of Engineer's Station 11+95.06 of said Plans; said point also being the beginning of a non-tangent curve concave to the northwest, and having a radius of 375.00 feet, and to which point a radial bears South 61°02'24" East;

Thence, southwest along said curve, and said existing right-of-way 151.92 feet through a central angle of 23°12'44" to the end of said curve, and to which point a radial bears South 37°49'39" East;

Thence, along said existing right-of-way South 48°44'31" West 97.57 feet to a point;

Thence, along said existing right-of-way South 36°29'31" East 166.79 feet to a point, said point being the beginning of a non-tangent curve concave to the north, and having a radius of 155.00 feet, and to which point a radial bears South 47°16'55" East;

Thence, southwest along said existing right-of-way and said curve 209.31 feet through a central angle of 77°22'24" to the end of said curve, and to which point a radial bears South 30°05'29" West;

Thence, along said existing right-of-way line North 59°54'31" West 170.15 feet to the **TRUE POINT OF BEGINNING.**

End of description.

The description above is shown graphically on the attached Exhibits B, B1, & B2.



APN 047-161-012
(2013-04-01) ROW 2
Page 2 of 2

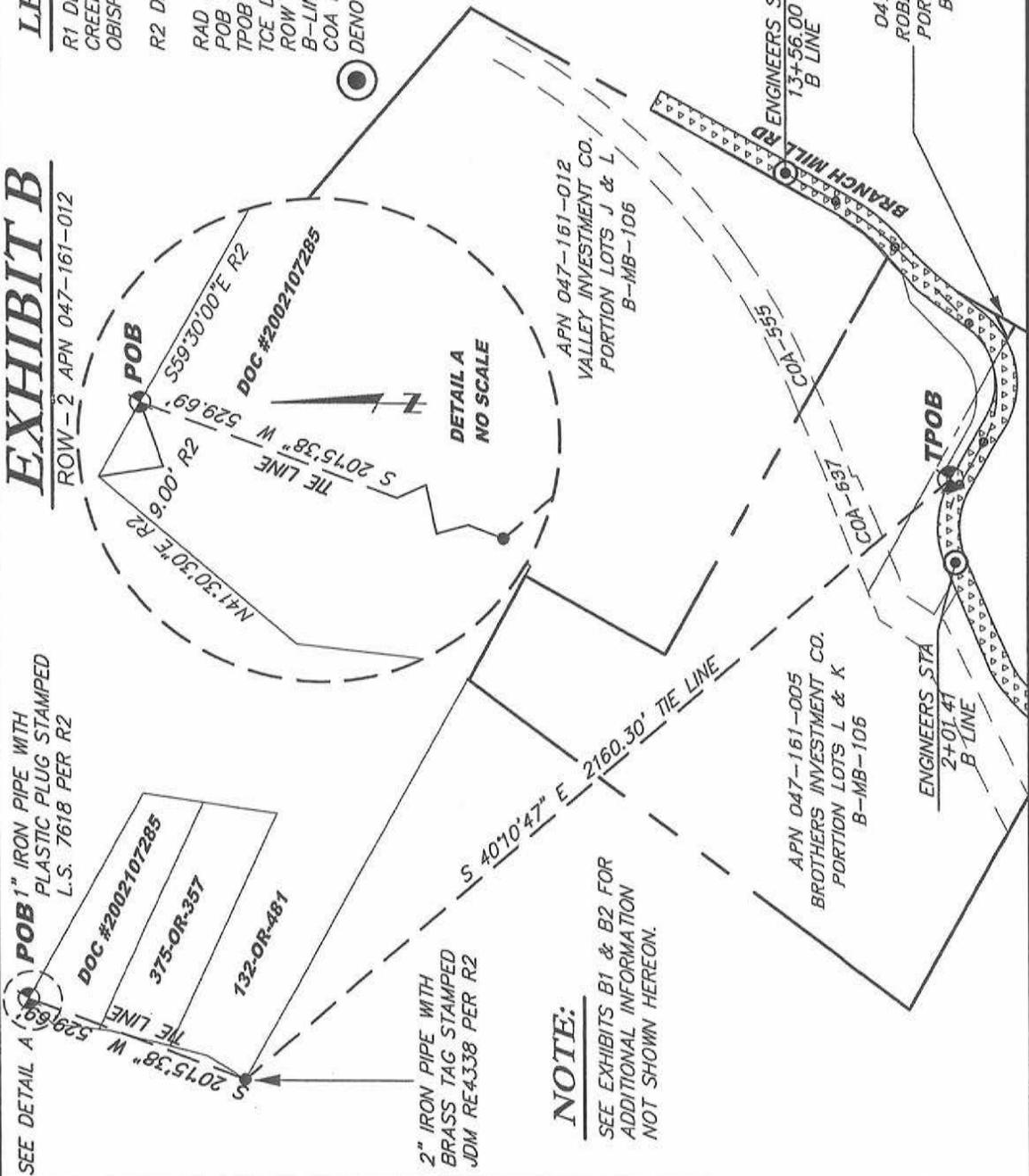
EXHIBIT B

ROW - 2 APN 047-161-012

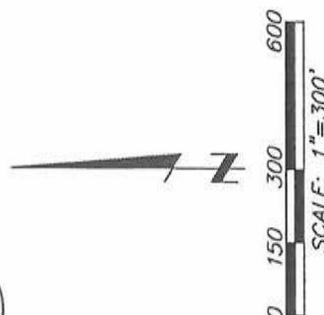
SEE DETAIL A
 POB 1" IRON PIPE WITH PLASTIC PLUG STAMPED L.S. 7618 PER R2
 DOC #2002107285
 375-OR-357
 132-OR-481

LEGEND
 R1 DENOTES CONSTRUCTION PLANS FOR THE TAR SPRING CREEK BRIDGE NO. 49C-0459; ON FILE IN THE SAN LUIS OBISPO COUNTY PUBLIC WORKS DEPT.
 R2 DENOTES RECORD PER 90-LS-36
 RAD DENOTES RADIAL
 POB DENOTES POINT OF BEGINNING
 TPOB DENOTES TRUE POINT OF BEGINNING
 TCE DENOTES TEMPORARY CONSTRUCTION EASEMENT
 ROW DENOTES RIGHT OF WAY
 B-LINE DENOTES NEW CENTERLINE PER R1
 COA DENOTES STATE WATER LINE EASEMENT NO.
 DENOTES PROPOSED CENTERLINE WELL MONUMENT PER R1

DENOTES EXISTING 50' WIDE ROW BASED ON EXISTING PAVED ROAD.



NOTE:
 SEE EXHIBITS B1 & B2 FOR ADDITIONAL INFORMATION NOT SHOWN HEREON.



McMillan
 LAND SURVEYS

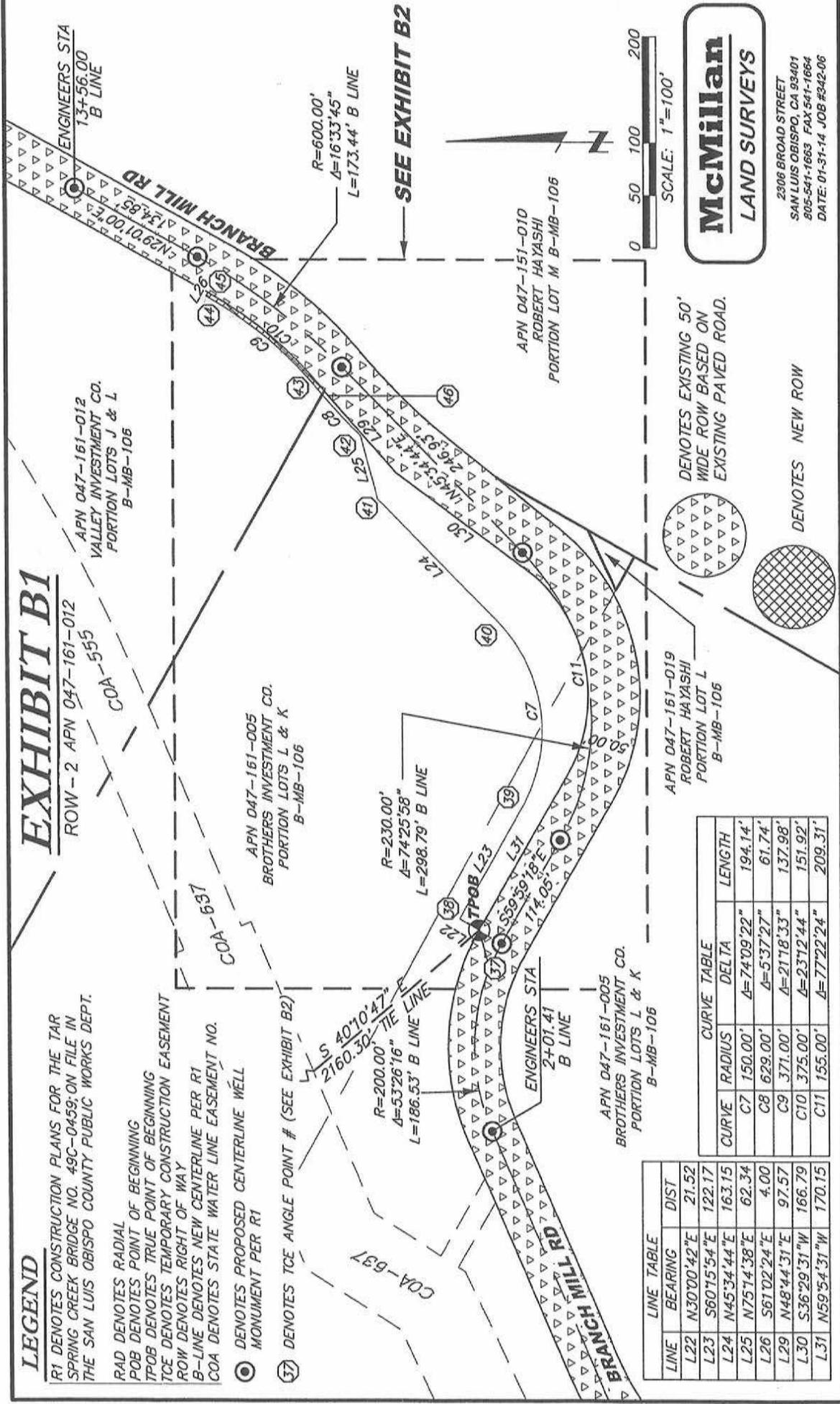
2306 BROAD STREET
 SAN LUIS OBISPO, CA 93401
 805-541-1663 FAX 541-1664
 DATE: 01-31-14 JOB #342-06

EXHIBIT B1

ROW - 2 APN 047-161-012
 VALLEY INVESTMENT CO.
 PORTION LOTS J & L
 B-MB-106

LEGEND

- R1 DENOTES CONSTRUCTION PLANS FOR THE TAR SPRING CREEK BRIDGE NO. 49C-0459; ON FILE IN THE SAN LUIS OBISPO COUNTY PUBLIC WORKS DEPT.
- RAD DENOTES RADIAL
- POB DENOTES POINT OF BEGINNING
- TPOB DENOTES TRUE POINT OF BEGINNING
- TCE DENOTES TEMPORARY CONSTRUCTION EASEMENT
- ROW DENOTES RIGHT OF WAY
- B-LINE DENOTES NEW CENTERLINE PER R1
- COA DENOTES STATE WATER LINE EASEMENT NO.
- DENOTES PROPOSED CENTERLINE WELL MONUMENT PER R1
- ③ DENOTES TOE ANGLE POINT # (SEE EXHIBIT B2)



LINE	BEARING	DIST
L22	N30°00'42"E	21.52
L23	S60°15'54"E	122.17
L24	N45°34'44"E	163.15
L25	N75°14'38"E	62.34
L26	S61°02'24"E	4.00
L29	N48°44'31"E	97.57
L30	S36°29'31"W	166.79
L31	N59°54'31"W	170.15

CURVE	RADIUS	DELTA	LENGTH
C7	150.00'	Δ=74°09'22"	194.14'
C8	629.00'	Δ=5°37'27"	61.74'
C9	371.00'	Δ=21°18'33"	137.98'
C10	375.00'	Δ=23°12'44"	151.92'
C11	155.00'	Δ=77°22'24"	209.31'

○ DENOTES EXISTING 50' WIDE ROW BASED ON EXISTING PAVED ROAD.

○ DENOTES NEW ROW

McMillan
 LAND SURVEYS

2306 BROAD STREET
 SAN LUIS OBISPO, CA 93401
 805-541-1663 FAX 541-1664
 DATE: 01-31-14 JOB #342-06



SEE EXHIBIT B2

