

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Clerk of the Board of Supervisors  
County of San Luis Obispo  
San Luis Obispo, CA 93408

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AGREEMENT AND GRANT OF EASEMENT**

THIS EASEMENT AGREEMENT (“Agreement”) is entered by and between the County of San Luis Obispo, a public entity in the State of California, hereafter referred to as “Grantor” or “County” and \_\_\_\_\_, hereafter referred to as “Grantee.”

RECITALS:

A. County is the owner of certain real property situated in the unincorporated area of Cambria, in San Luis Obispo County, California (APN: 022-251-020), hereinafter referred to as the “County Property” or the “Servient Tenement”, and more particularly described in Exhibit “A-1,” which is attached to this Agreement and hereby incorporated by reference.

B. Grantee is the owner of certain real property situated in the unincorporated area of Cambria, in San Luis Obispo County, California (APN: 022-251-019), hereinafter referred to as the “Dominant Tenement”, and more particularly described in Exhibit “B-1,” which is attached to this Agreement and hereby incorporated by reference.

C. County desires to grant an access Easement over a five (five) foot wide portion of the Servient Tenement, hereinafter referred to as the “Easement Area”, and more particularly described in Exhibit “A-2”, which is attached to this Agreement and hereby incorporated by reference.

D. It is understood that the granting of the Easement is for the sole purpose of above-ground access for the maintenance, repair, removal and/or replacement of an encroaching building eave (hereinafter referred to as “Encroaching Eave”) located on Grantee’s property, which encroaches upon the Servient Tenement, and more particularly depicted in Exhibit “C-1,” which is attached to this Agreement hereby incorporated by reference.

NOW, THEREFORE, the parties agree as follows:

1. Grant of Easement; Satisfaction of Condition. County grants to Grantee a non-exclusive, revocable easement (the “Easement”) on the Easement Area, subject to all the limitations, terms and conditions of this Agreement. The parties agree that upon completion of removal of the Encroaching Eave which thereby renders it no longer an encroachment onto the Servient Tenement, the parties shall mutually execute, in recordable form, and record, a termination to this Agreement,

and Grantee shall quitclaim back to County (or County's successor) all portions of the originally described Easement Area. The General Services Department Director is authorized to perform all acts required on behalf of the County for modification and/or termination of this Agreement consistent with this paragraph, including but not limited to, executing a Certificate of Acceptance, and is authorized to sign any related documents. Grantee may not permanently affix any other improvement within the Easement Area.

2. Character of Easement. The Easement granted in this Agreement is appurtenant and runs with the land.

3. Description of Easement. The purpose of the Easement granted is for use of the above-ground area of the Easement Area only, for the uses, and subject to the limitations, specified in Paragraph 4 below.

4. Non-Exclusive Use and Restriction of Easement. Grantee may use the Easement Area for the following authorized purposes only and for no other uses except as specifically set forth in this Agreement: construction and maintenance access for persons and equipment for the Encroaching Eave; provided, however, County reserves the right to access the Easement Area as necessary. Nothing contained in this Agreement shall give any member of the public the right to loiter in the Easement Area or enter any other portions of the Servient Tenement.

5. Secondary Easements. The Easement includes the following incidental rights:

A. The right of ingress and egress over and across the Easement Area for the maintenance, repair, removal and/or replacement of the Encroaching Eave.

B. The right of Grantee to ensure and maintain access to the Easement Area, and shall repair and maintain said Encroaching Eave when necessary or when required by a regulatory agency.

In exercising these rights, Grantee must use reasonable care and may not unreasonably increase the burden on the Servient Tenement or make any material changes to the Easement Area.

6. Non-Exclusive Easement; Reservation of County's Rights; Right of Reversion.

A. Reservations in General. County reserves all rights in connection with the Easement Area. This Agreement, except as specifically otherwise set forth, imposes no restrictions on the current uses or any and all future uses (as they may change from time to time) of the Servient Tenement whether or not within the Easement Area, provided they do not materially interfere with the purposes of the grant of Easement.

B. Specific Reservations. More specifically, but not by way of limitation, County reserves the following rights in connection with the Easement Area:

1) To construct, operate, maintain, repair and replace, fencing, utility and

drainage installations over and at varying depths beneath the surface;

2) The right of access by County, County's employees, invitees, contractors and tenants to the Easement Area;

3) The right to cause the lawful removal, from any portion of the Servient Tenement, including the Easement Area, by appropriate private or public authorities, of any person whose presence on the Servient Tenement (including the Easement Area) is not allowed under this Agreement or whose conduct is offensive, a nuisance or potentially or actually harmful to other persons or to property, including but not limited to the right (but not the obligation), to close off or gate control access to the Easement Area, provided that Grantee's access is not prevented.

7. Acceptance in Natural Condition; Installation and Maintenance of Improvements.

A. Grantee accepts the Easement and the Easement Area, in the condition it exists as of the date of this Agreement.

B. Grantee, at its sole cost and expense, shall be responsible for all installation, maintenance, repair, and replacement of improvements in and along the boundaries of the Easement Area, including, but not limited to, all existing fencing and Encroaching Eaves.

C. Grantee shall maintain the Easement Area in a good and workmanlike manner and shall not allow the Easement Area to fall into disrepair.

8. Benefits and Burdens Run with the Land. The benefits and burdens of this Agreement run with the land and shall not be severed from the Servient Tenement.

9. Indemnification.

1) Except as may be solely caused by the negligence or willful acts of County, Grantee agrees to indemnify, defend, protect and save and hold harmless the County, its employees, affiliates, tenants, agents, contractors, and officers from and against any claims, demands, damages, costs, losses, expenses, liens, judgments, penalties and attorneys fees in any way arising out of or related to the Easement Area..

10. Insurance. Grantee shall obtain and maintain for the entire term of the Agreement, insurance complying with the provisions of this paragraph. Said policies shall be issued by companies authorized to do business in the State of California. Grantee shall maintain said insurance in force at all times. The following coverage with the following features shall be provided:

A. Commercial Liability Insurance. Grantee shall maintain in full force and effect for the period covered by this Agreement, general commercial liability insurance. This insurance provide protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Grantee's operations on the Servient Tenement, including, without limitation, acts involving non-motorized access. The policy shall provide not less than single limit coverage applying to bodily and

personal injury, including death resulting therefrom, and property damage, in the total amount of One Million Dollars (\$1,000,000).

B. Additional Insureds to be Covered. The commercial general liability policies shall name "County of San Luis Obispo, its officers and employees" as additional insureds. The policy shall provide that the Grantee's insurance will operate as primary insurance and that no other insurance maintained by the County, or additional insureds will be called upon to contribute to a loss hereunder.

C. Certification of Coverage. Upon written request by the County, Grantee shall furnish the County with a copy of a Certificate of Insurance or Self-Insurance indicating that the coverage required hereunder is in effect.

11. Repairs. If Grantee's access, maintenance, repair, removal, and/or replacement of the Encroaching Eave will materially adversely affect the future use by the County of the Easement Area, Grantee agrees to give County, through its General Services Department Director or designee, 30 days written notice of said construction. At the conclusion of any improvement or construction, Grantee shall return the Easement Area substantially to its condition preceding the construction or improvement.

12. Signs.

A. County Signs. County shall have the right to post County signs along the Easement Area in conformance with County standards for the protection of the health, safety and welfare of users and adjoining property owners, including the right to post signs for proper precaution in the event of emergencies. All signs of County posted shall be in conformance with any and all signs ordinances of the County of San Luis Obispo, and shall be approved by the General Services Department Director or designee.

B. Enforcement. General information and signs may be posted along the Easement Area. General information signs may display the rules and regulations. In addition to all law enforcement agents and peace officers, the County staff shall have the right to enforce the rules and regulations of the Easement. Regulation and enforcement of such penalties shall be determined by law enforcement agents, peace officers, and County staff either separately or jointly, at the time of the violation.

13. Severability. The invalidity of any provision of the Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

14. Remedies Not Exclusive. The use by either party of any remedy specified herein for the enforcement of the Agreement is not exclusive and shall not deprive the party using such remedy of or limit the application of any other remedy provided by law.

15. Law. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of the Agreement shall be determined and governed by the laws of the State of California.

16. Venue. San Luis Obispo County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

17. Corporate Authority. Any individual executing this Agreement on behalf of Grantee represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of Grantee, and that this Agreement is binding upon said Grantee in accordance with its terms.

18. Binding on Successors and Assigns. The benefits and burdens of this Agreement will run with the land. Each covenant of either party to this Agreement to do or refrain from doing some act stated in this Agreement is expressly for the benefit of the land of the other party to this Agreement which is described in this Agreement. The successive owners of each of those properties owned by either party are bound by this Agreement for the benefit of the other property. Each covenant runs with both the land owned by or granted to the Grantor and the land owned by or granted to the Grantee and will benefit or be binding on each successive owner, during his, her, or its ownership, of any portion of the land affected by this Agreement and on each person having any interest in it derived through any owner thereof.

19. Entire Agreement. This Agreement constitutes the entire agreement between County and Grantee relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by County and Grantee. No person shall sign for the County except the Chairperson of the Board of Supervisors. County shall not rely on representations made by or signatures of any other person(s) acting on behalf of Grantee.

IN WITNESS WHEREOF, County and Grantee have executed this Agreement on the respective date set forth below.

**GRANTOR:**

**GRANTEE:**

COUNTY OF SAN LUIS OBISPO

\_\_\_\_\_

By: \_\_\_\_\_  
Chairperson of the Board of Supervisors

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

Date: \_\_\_\_\_

APPROVED BY THE BOARD OF SUPERVISORS

This \_\_\_\_\_ day of \_\_\_\_\_,  
2015

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

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

Date: \_\_\_\_\_





**EXHIBIT A-1  
TO  
EASEMENT AGREEMENT**

**SERVIENT TENEMENT LEGAL DESCRIPTION**

Real property in the unincorporated area of Cambria, County of San Luis Obispo, State of California, described as follows:

A parcel of land being that portion of Rancho Santa Rosa, San Luis Obispo County, State of California described in the Deed from Union Oil Company of California to Lions Club of Cambria recorded in Volume 698 of Official Records at Page 114 on February 17, 1953 in the office of the County Recorder of San Luis Obispo, said parcel is more particularly described as follows:

Beginning at a concrete monument distant South 23° 24' 53" West, 42.13 feet from Station 47+30.60 on the centerline of County Road #22044 (formerly State Highway Route 1), said point of beginning being in the Southerly line of the County Road right-of-way at the Northerly terminus of the course called "North 21° 27' East, 145.33 feet" in the above mentioned deed; thence from said point of beginning South 45° 31' 15" West, 163.30 feet to a point in the Northerly line of the presently existing (1973) State Highway right-of-way line. The preceding course is identical to that course recited in Resolution #68-456 by the County Board of Supervisors in which Cambria Lions Club grants a parcel of land to County of San Luis Obispo. Thence continuing along said State Highway right-of-way line North 44° 28' 45" West, 141.00 feet to a point; thence leaving said right-of-way line and running at right angles thereto N 45° 31' 15" East, to its inter-section with said Southerly right-of-way line of County Road #22044; thence running Southeasterly to the point of beginning.

APN: 022-251-020

**EXHIBIT A-2  
TO  
EASEMENT AGREEMENT**

**EASEMENT AREA LEGAL DESCRIPTION**

Real property in the unincorporated area of Cambria, County of San Luis Obispo, State of California, described as follows:

A portion of the Rancho Santa Rosa in the County of San Luis Obispo, State of California described in the deed to the County of San Luis Obispo recorded June 28, 1973 in Volume 1731 of Official Records at Page 959 in the Recorder's Office of said County being more particularly described as follows:

A strip of land 5.00 feet in width being parallel with and measured at right angles to the northwest line of the parcel described in said deed and lying southeasterly of said northwest line.

Portion of APN: 022-251-020



*Douglas A. Rion*

1/6/2015

**EXHIBIT B-1  
TO  
EASEMENT AGREEMENT**

**DOMINANT TENEMENT LEGAL DESCRIPTION**

Real property in the unincorporated area of Cambria, County of San Luis Obispo, State of California, described as follows:

**Parcel 1:**

That portion of the Rancho Santa Rosa, in the County of San Luis Obispo, State of California described as follows:

Beginning at the most westerly corner of that parcel of land conveyed to the County of San Luis Obispo by deed filed in book 1731, page 961 of Official Records in the office of the County Recorder of said County; thence north 42° 44' 36" east along the northwesterly line of the land described in deed to the County of San Luis Obispo to the north corner thereof, also being a point on the southerly right of way line of California State Highway No. 1 as said southerly line was described in the deed to the State of California recorded July 27, 1932 in book 125, page 438 of Official Records; thence along said right of way line north 51° 04' 20" west, 60.45 feet to an iron pipe tagged R.C.E. 23571; thence south 42° 45' 43" west, 149.32 feet to an iron pipe tagged R.C.E. 23571 set in the northwest right of way line of State Route 1 described in the deed to the State of California recorded January 18, 1961 in book 1103, page 357 of Official Records; thence south 47° 15' 24" east, 60.36 feet along said State highway right of way line to the point of beginning.

**Parcel 2:**

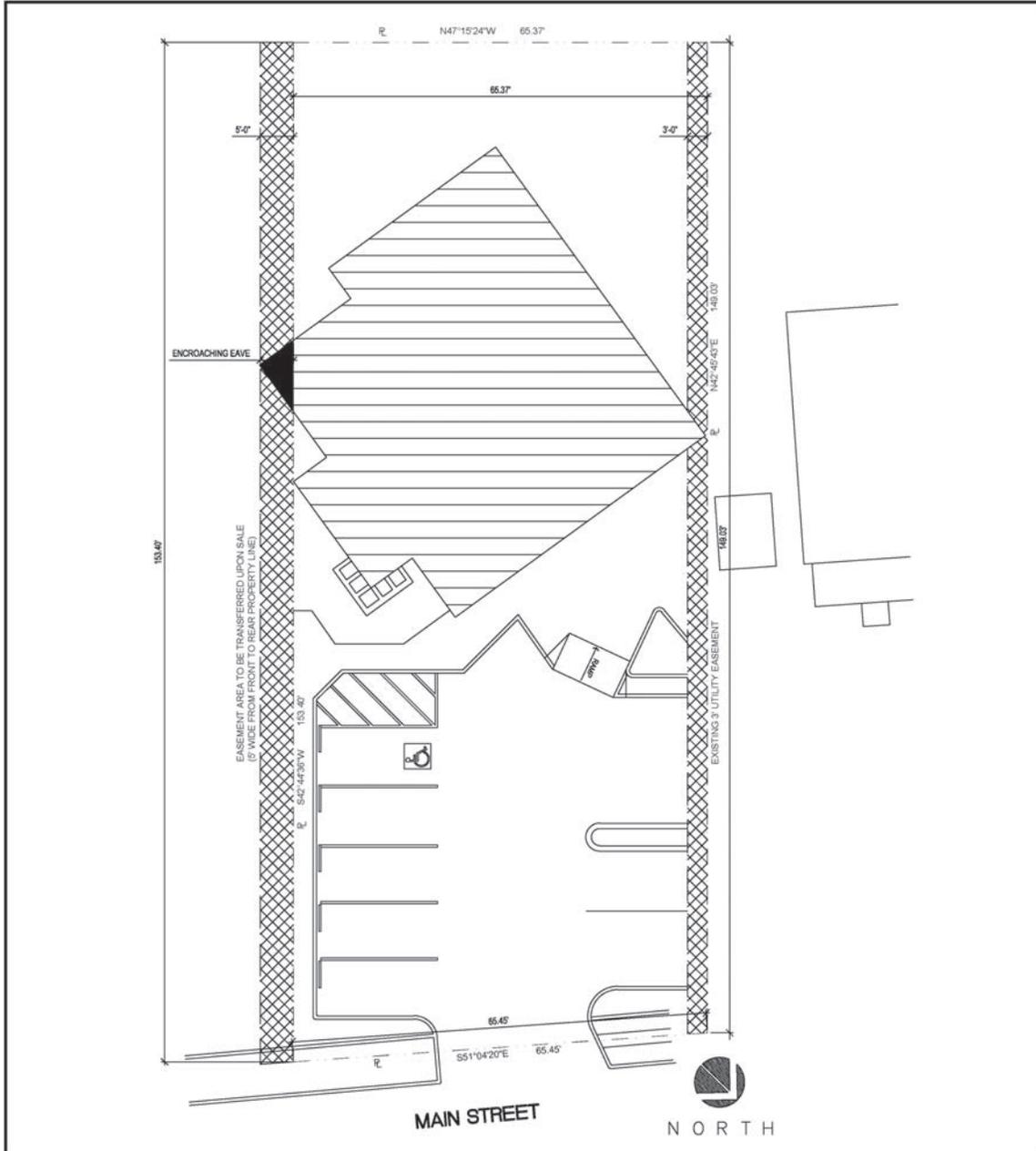
That portion of the Rancho Santa Rosa, in the County of San Luis Obispo, State of California, described as follows:

A strip of land 5' wide lying immediately adjacent and contiguous to Parcel 1 above, along the entire northwesterly boundary of said Parcel 1.

APN: 022-251-019

**EXHIBIT C-1  
TO  
EASEMENT AGREEMENT**

**ENCROACHING EAVE AND EASEMENT AREA**



PROJECT 900 MAIN STREET, CAMBRIA CA 93428



DEPARTMENT OF GENERAL SERVICES  
1087 SANTA ROSA STREET  
SAN LUIS OBISPO, CA 93408  
TEL: (805)781-5200  
FAX: (805)781-5215

DRAWING TITLE  
**ENCROACHING EAVE AND  
EASEMENT AREA**  
  
DRAWING REFERENCE  
W:\XFacilities on File\Cambria (G&H)\PGC03 Library\cambria library prop  
mgmt exhibit.dwg

SHEET NO.  
EXHIBIT 'C-1'  
  
SCALE  
1" = 20'  
  
DATE  
01/02/2014