1

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
Clerk of the Board of Supervisors
County of San Luis Obispo
1055 Monterey Street
San Luis Obispo, CA 93408

WITH A COPY TO:
Director of Parks and Recreation
County of San Luis Obispo
1087 Santa Rosa Street
San Luis Obispo, CA 93408

SPACE ABOVE THIS LINE FOR RECORDER'S USETHE UNDERSIGNED DECLARES COUNTY BUSINESS-FREE. THIS DOCUMENT PRESENTED FOR RECORDING PURSUANT TO GOVT. CODE SECTION 27383.

PERPETUAL EASEMENT AGREEMENT
JUAN BAUTISTA DE ANZA NATIONAL HISTORIC TRAIL

THIS PERPETUAL EASEMENT AGREEMENT ("Agreement') is entered into by and among **Robin L. Rossi, Trustee of the Robin L. Rossi Living Trust utd 10-19-90; Stephen Michael Rossi and Michele Marie Rossi, Trustees of the Stephen & Michele Rossi Revocable Trust dated May 16, 2004; and Paul G. Metchik and Donna J. Myers, Trustees of the 2003 Luke Roger Rossi Irrevocable Trust dated May 20, 2004**, (collectively, "Rossi"), hereafter referred to as "Grantor," and the **County of San Luis Obispo, a political subdivision of the State of California**, hereafter referred to as "Grantee" or "County."

RECITALS:

A. Rossi (or one or more of the constituents of Rossi) is the owner of certain real property situated in an unincorporated area of Santa Margarita, in San Luis Obispo County, California (hereafter referred to as the "Rossi Property" or the "Servient Tenement"), and more particularly described in Exhibits "A-1," and "A-2" which are attached to this Agreement and hereby incorporated by reference.

B. Rossi and County desire to provide a community-serving recreation segment of the Juan Bautista de Anza National Historic Trail between Santa Margarita and Garden Farms (the "Trail").

C. In 2010, County previously accepted an offer of dedication (Document #2003-090600, recorded in the Office of the San Luis Obispo County Recorder on August 12, 2003) from Rossi, Stephen Rossi and Michele Rossi, husband and wife, and Robin L. Rossi, custodian FBO Luke Roger Rossi, in the form of Document #2010-025557 recorded in the Office of the San Luis Obispo County Recorder on June 2, 2010, for the establishment of a portion of the Juan Bautista de Anza National Historic Trail (the "Original Offer of Dedication").

D. Since the Original Offer of Dedication Trail dead ends, and does not connect to the community of Santa Margarita, Rossi has proposed, upon all the terms and conditions of this Agreement, to provide an additional trail easement over a 26 foot wide portion of the Rossi Property as more particularly described on Exhibit "B-1" and depicted on Exhibit "B-2," each of which are attached hereto and incorporated herein (collectively, the "Easement Area"). It is understood and acknowledged that the Rossi Property is part of a working landscape with various uses, thus, Grantor reserves the rights for utilities, gates and roads, at Grantor's sole cost and expense, for farming, ranching, and all existing and future uses, without exception, locations of which may vary from time to time. There are four (4) or

more current crossings existing at this time of this offer.

E. Concurrently with the grant of this new Easement, County will quitclaim back to the applicable owners: (i) the "dead end" portion of the Original Offer of Dedication as more particularly described on Exhibit "C-1" and depicted on Exhibit "C-2" and (ii) the original "Trail Staging Area," as more particularly described on Exhibit "C-3" and depicted on Exhibit "C-4," all of which exhibits are attached hereto and incorporated herein and both of which areas are hereinafter sometimes collectively, the "Quitclaim Area".

NOW, THEREFORE, the parties agree as follows:

1. Grant of Easement; Satisfaction of Condition. For valuable consideration, Grantor grants to Grantee a non-exclusive, perpetual easement (the "Easement") in, on and over the Easement Area, subject to all the limitations, terms and conditions of this Agreement. It is understood and acknowledged by the parties hereto that, although the Easement Area is described on Exhibits "B-1" and "B-2" attached, upon construction of improvements for the Trail, adjustments to the Easement Area will occur in the field, which shall be mutually agreed to by the parties. The parties agree that upon completion of construction of improvements to the Trail, the parties shall mutually execute, in recordable form, and record, a modification to this Agreement, which provides for a corrected legal description of the Easement Area (the "Modified Easement Area") and quitclaims back to Grantor (or his successor) any portion of the originally described Easement Area not included in the Modified Easement Area. The Department of Parks and Recreation Director or designee is authorized to execute, on behalf of the County, a modification to this Agreement consistent with this paragraph.

2. Character of Easement; Intent. The Easement is non-exclusive, in gross to the public, and the burdens run with the Servient Tenement.

3. Description of Easement. The purpose of the Easement granted is for use of the surface of the Easement Area only, as it may be improved from time to time, as a public multi-use trail (sometimes referred to herein as the "Trail") for the uses, and subject to the limitations, specified in Paragraph 4 below.

4. Public Uses and Restrictions of Easement. All sections of the Trail, including but not limited to the Easement Area, shall be open for public use daily between one-half hour prior to sunrise until one-half hour after sunset, or such other hours as otherwise established by County ordinance, for the following authorized purposes only and for no other uses except as specifically set forth in this Agreement: pedestrian use, bicycling and equestrian; provided, however, County reserves the right to access the Trail with motorized vehicles for the purposes of development, maintenance, emergency, and patrol of the Trail. 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, except as may be specifically allowed by Grantor.

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 installation, maintenance, repair and replacement of improvements.

B. The right of Grantee to ensure and maintain public access to the Easement Area.

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 except as specified in this Agreement.

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

A. Reservations in General. Grantor reserves all rights in connection with the Easement Area and any other easement areas offered under the Original Offer of Dedication not inconsistent with the purposes of this Agreement (and the Original Offer of Dedication), i.e., Trail for pedestrian, bicycle, and equestrian purposes. 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 or the Original Offer of Dedication.

B. Specific Reservations. More specifically, but not by way of limitation, Grantor reserves the following rights in connection with the Easement Area and any other easement area granted under the Original Offer of Dedication:

1) To construct, operate, maintain, repair and replace, at Grantor's sole cost, utility and drainage installations eleven (11) or more feet over and at varying depths beneath the surface, upon providing County advanced written notice of the location and nature of such utility or drainage installations. Said improvements shall be implemented in a manner consistent with the public's use of the Easement Area and any other easement area granted under the Original Offer of Dedication, and does not adversely impact the public's ability to use the trail. Land uses permitted or reserved to Grantor in this Agreement (including the installation of utilities and drainage installations) are subject to and require compliance with all applicable County ordinances and regulations, including those regulating land use.

2) The right of Grantor, Grantor's employees, invitees, contractors and tenants as pedestrians, or to use motorized vehicles, including but not limited to, heavy equipment, including that used for farming and ranching, over various points and crossings of the Easement Area as depicted on Exhibit "B-2" attached hereto and incorporated herein.

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, from one-half hour after sunset to one-half hour before sunrise.

4) The right to designate a name for the portion of the Trail located on the Servient Tenement which will be dedicated "In Memory of Jeffrey Douglas Filipponi" and which dedication will be referred to on the signs to be implemented by County pursuant to Paragraph 12 A.

C. Reversion. In the event: (i) the improvements described in Paragraph 7.B. below are not completed within 10 years of the date of the Board of Supervisors Resolution accepting this Easement; (ii) the County does not approve a budget for perpetual maintenance of the Trail within 10 years of the date of the Board of Supervisors Resolution accepting this Easement; or (iii) the County abandons the Easement, the County will quitclaim the Easement to the then Fee Owner of the Servient Tenement for $1.

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

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

B. County, 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 required fencing to a minimum of 5-wire cattle; except that Grantor shall share equally with County the costs of constructing and maintaining shared creek crossing(s) shown on Exhibit "B-2." The County's development of the improvements to the Easement Area, and opening for public use, is subject to the resources available to the County. The County anticipates such completion and opening within 10 years of the date of the Board of Supervisors Resolution accepting this Easement.

C. County, at its sole cost and expense, shall be responsible to conduct all environmental and planning studies and reviews reasonably necessary or required to implement the improvement of the Trail and the Easement Area; provided, however, County shall provide Grantor with a reasonable opportunity to participate in the preparation of the scope of any such study or review over any portion of the Servient Tenement. County shall provide Grantor with hard and digital copies of all such studies promptly after such studies are completed and final reports are received by County.

D. County shall maintain the Easement in a good and workmanlike manner and shall not allow the Easement to fall into disrepair.

E. County, if requested by Grantor, shall promptly have an authorized representative execute Internal Revenue Service Form 8283 acknowledging the grant contained herein.

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.

A. Except as may be solely caused by the negligence or willful acts of Grantor, County agrees to indemnify, defend, protect and save and hold harmless the Grantor, its affiliates, tenants, members, employees, agents, contractors, and officers from and against any claims, demands, damages, costs, losses, expenses, liens, judgments, penalties and attorney's fees in any way arising out of or related to the County's use of the Easement Area, including but not limited to:

1) A breach by County of the terms of this Agreement;

2) Property Damage or personal injury occurring to a member of the public enjoying the benefits of the Easement who would not have otherwise been authorized to be on the Servient Tenement but for this Easement Agreement;

3) The County's violation of law, including but not limited to, any environmental law (including but not limited to the Federal or California Endangered Species Acts); and

4) The negligence or willful misconduct of County, its employees, agents or the independent contractors of County directly responsible to County.

B. Except as may be solely caused by the negligence or willful acts of the County, Grantor agrees to indemnify, defend, protect and save and hold harmless the County, its officers, employees, agents, and contractors, from and against any claims, demands, damages, costs, losses, expenses, liens, judgments, penalties and attorney's fees in any way arising out of or related to Grantor's use of the Easement Area, including, but not limited to, Grantor's use of the Easement Area for utilities, gates and roads.

10. Insurance. County of San Luis Obispo is self insured. Grantor 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. Grantor shall maintain said insurance in force at all times. The following coverage with the following features shall be provided:

A. Commercial Liability Insurance. Grantor 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 Grantor's operations on the Servient Tenement, including, without limitation, acts involving vehicles. 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. Certification of Coverage. Upon written request by one party to the other party, such other party shall furnish the requesting party with a copy of a Certificate of Insurance or Self-Insurance indicating that the coverage required hereunder is in effect.

11. Utility or Drainage Repairs. If Grantor's installation, maintenance, repair or replacement of any private or public road or improvement, utility or drainage installation will materially adversely affect the use by the public of the Trail, Grantor agrees to give County, through its Department of Parks and Recreation Director or designee, 30 days written notice of said construction. Further, during any construction or improvement by Grantor, except in such cases where it is not economically feasible to do so, Grantor shall maintain the Trail open and accessible for use by the general public, in which event Grantor shall apply for an encroachment permit, which County shall not unreasonably deny and for which Grantor shall pay no fees. At the conclusion of any improvement or construction, Grantor shall return the Trail 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 Parks Department standards for the protection of the health, safety and welfare of the public bike trail users and adjoining property owners, including the right to post signs for proper precaution in the event of emergencies. Examples of signs include, but are not limited to, mile markers, general Trail information, directional signs, precautionary alerts such as signs indicating the closing of the Trail in the event of flooding, and private property notices. 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 Department of Parks and Recreation Director or designee.

B. Enforcement. General information and directional signs shall be posted at main entrances to the Trail. General information signs shall display the rules and regulations of the Trail. In addition to all law enforcement agents and peace officers, the County Parks staff shall have the right to enforce the rules and regulations of the Trail. Regulation and enforcement of such penalties shall be

determined by law enforcement agents, peace officers, and County Parks staff either separately or jointly, at the time of the violation.

13. Hours. Hours of use of the Easement Area by the public shall be from one-half hour prior to sunrise until one-half hour past sunset, or as otherwise established by County ordinance.

14. Quitclaim. County hereby quitclaims to the applicable owner any rights granted in the Original Offer of Dedication, but only as to the Quitclaim Area described on Exhibits "C-1" and "C-3" and depicted on Exhibits "C-2" and "C-4," respectively. The applicable owner(s) of the Quitclaim Area are third party beneficiaries of this Paragraph 14.

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

16. 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.

17. 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.

18. 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.

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

20. Entire Agreement. This Agreement constitutes the entire agreement between Grantor 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 Grantor and Grantee. No person shall sign for the Grantee except the Chairperson of the Board of Supervisors. Grantor shall not rely on representations made by or signatures of any other person(s) acting on behalf of Grantee.

////////////////////////////////NOTHING FURTHER BEYOND THIS POINT////////////////////////////////

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

GRANTOR:

"Rossi"

Robin L. Rossi, Trustee of the Robin L. Rossi Living Trust utd 10/19/1990

Stephen Michael Rossi, Trustee of the Stephen & Michele Rossi Revocable Trust dated May 16, 2004

Michele Marie Rossi, Trustee of the Stephen & Michele Rossi Revocable Trust dated May 16, 2004

Paul G. Metchik, Trustee of the 2003 Luke Roger Rossi Irrevocable Trust dated May 20, 2004

Donna J. Myers, Trustees of the 2003 Luke Roger Rossi Irrevocable Trust dated May 20, 2004

GRANTEE:

County of San Luis Obispo

By: _____
Chairperson of the Board of Supervisors

Approved by the Board of Supervisors on 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: _____

8

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Luis Obispo }

On_____, before me,_____, Deputy County Clerk-Recorder, County of San Luis Obispo, State of California, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

TOMMY GONG, County Clerk-Recorder and Ex-Officio Clerk of the Board of Supervisors

By: _____
Deputy County Clerk-Recorder

(SEAL)

9

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE 1189

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Luis Obispo

On 8/25/2015 *(date), 2015 before me,* Vickey Farley *(name), Notary Public*

Personally appeared Paul G. Metchik *(Name of Signer)*

---

who proved to be me on a 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.

VICKEY FARLEY
Commission # 2026488
Notary Public - California
San Luis Obispo County
My Comm. Expires Jun 25, 2017

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 _____
Signature of Notary Public

Place Notary Seal Above

10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE 1189

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Luis Obispo

On 8/25/2015 (*date*), 2015 before me, Vickey Farley (*name*), Notary Public

Personally appeared Stephen Michael Rossi & Michele Marie Rossi
(Name of Signer)

---

who proved to be me on a 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 _____
Signature of Notary Public

VICKEY FARLEY
Commission # 2026488
Notary Public - California
San Luis Obispo County
My Comm. Expires Jun 25, 2017

Place Notary Seal Above

11

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE 1189

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Luis Obispo

On 8/26/2015 *(date), 2015 before me,* Vickey Farley *(name), Notary Public*

Personally appeared Robin L. Rossi *(Name of Signer)*

---

who proved to be me on a 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 _____
Signature of Notary Public

VICKEY FARLEY
Commission # 2026488
Notary Public - California
San Luis Obispo County
My Comm. Expires Jun 25, 2017

Place Notary Seal Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE 1189

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Luis Obispo

On 8/26/2015 *, 2015 before me,* Vickey Farley *, Notary Public*
(date) *(name)*

Personally appeared Donna J. Myers
(Name of Signer)

---

who proved to be me on a 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.

VICKEY FARLEY
Commission # 2026488
Notary Public - California
San Luis Obispo County
My Comm. Expires Jun 25, 2017

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 ______________________
Signature of Notary Public

Place Notary Seal Above

13

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE 1189

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Luis Obispo

On _____, *2015 before me,* _____, *Notary Public*
(date) *(name)*

Personally appeared _____
(Name of Signer)

---

who proved to be me on a 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 _____
Signature of Notary Public

Place Notary Seal Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE 1189

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Luis Obispo

On ________________, *2015 before me,* __________________________________, *Notary Public*
(date) *(name)*

Personally appeared ____
(Name of Signer)

who proved to be me on a 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 ______________________________
Signature of Notary Public

Place Notary Seal Above

EXHIBIT A-1
Juan Bautista de Anza Trail
Legal Description

Luke R. Rossi Trust:

Parcel 36 of Parcel Map COAL 00-292 in the County of San Luis Obispo, State of California, according to map recorded August 12, 2003 in Book 59, Pages 17-25 of Parcel Maps, in the office of the County Recorder of said county.

APN 070-111-037

EXHIBIT A-2
Juan Bautista de Anza Trail
Legal Description

Robin L. Rossi:

Being a portion of that certain property situated in the County of San Luis Obispo, State of California, which lies within the boundaries of the Rancho Santa Margarita as shown on the map of the said Rancho recorded July 21, 1880, in Book A of Maps Page 42, in the office of the County Recorder of said County, as described in that certain deed from Reis Estate Company, a corporation, dated October 15, 1914, in Book 102 at Page 274 of Deeds, that lies east of the east line of the land described in the deed to the State of California, recorded April 5, 1949, in Book 516 of Official Records at Page 398 and that lies east of the east line described in Final Order of Condemnation recorded March 19, 1956, in Book 839 of Official Records at Page 442 and being more particularly as follows:

Bounded on the west by the easterly right-of-way of State Highway 101.

Bounded on the north by the southerly line of Santa Margarita Tract No. 1, as shown on the map recorded June 6, 1922, in Book 3 of Maps at Page 6, in the office of the County Recorder of said County.

Bounded on the south by the centerline of Highway 58.

Bounded on the southeast by the northwesterly line of the Town of Santa Margarita as shown on the map of the Town of Santa Margarita filed for record on March 26, 1904, in Book A of Maps at Page 121, in the office of the County Recorder of said County.

Bounded on the east by the centerline of El Camino Real.

Excepting therefrom those portions of said land which have been conveyed to the Southern Pacific Railroad Company, by deeds recorded in Book 328 at Page 322, in Book 300 at Page 247, in Book 310 at Page 22, in Book 214 at Page 432, in Book 310 at Page 24 all of Official Records; and in Book 50 at Page 108 of Deeds, and in Book 160 at Page 497 of Deeds.

APN 070-091-036

EXHIBIT B-1
Juan Bautista de Anza Trail
Legal Description

Strip No. 1:

A portion of Parcel 36 of Parcel Map COAL 00-0292 filed on August 12th in 2003, in Book 59 of Parcel Maps at Pages 17-25 in the Recorder's Office of San Luis Obispo County, State of California described as follows:

A strip of land, being 26 feet in width, lying 13 feet on each side of the following described centerline:

Commencing at the intersection of the centerline of Walnut Avenue, with the Northwesterly projection of the Southwest line of Lot 35 of the Map of Santa Margarita Tract No. 1 filed in Book 3 of Maps at Page 6, records of said County, and as shown on Parcel Map filed in Book 59, at pages 17-25 of Parcel Maps, records of said County, thence South 52° 28' 29" East along the southwest line of said Lot 35 a distance of 438.11 feet; thence at right angles South 37° 31' 31" West a distance of 13.00 feet to the True Point of Beginning (Station 0+00); said point lies distant South 01° 22' 35" West 795.24 feet from a brass cap monument in well on the centerline of Walnut Avenue as shown on said Parcel Map. Said point also being the beginning of a curve concave southwesterly having a radius of 60.00 feet, a radial to said curve bears North 37° 31' 31" East; thence

1) Southeasterly along the arc of said curve through a central angle of 20° 14' 37" and an arc distance of 21.20 feet to a tangent line; thence

2) South 32° 13' 52" East 83.90 feet to the beginning of a curve concave northeasterly, having a radius of 60.00 feet; thence

3) Southeasterly along the arc of said curve through a central angle of 22° 32' 07" and an arc distance of 23.60 feet to a tangent line; thence

3) South 54° 45' 59" East 40.86 feet to the easterly boundary of said Parcel 36 of said Parcel Map, said point identified for convenience as Point "A", said point lying South 14° 13' 26" East 52.00 feet from the South corner of Lot 35 of the Map of Santa Margarita Tract No. 1 filed in Book 3 of Maps at Page 6 records of said County.

The sidelines of said Strip No. 1 shall be lengthened and/or shortened to intersect adjacent courses and property boundaries.

The above-described parcel is graphically shown on Exhibit B-2 attached hereto and made a part hereof.

Portion of APN 070-111-037

EXHIBIT B-1
Juan Bautista de Anza Trail
Legal Description

Strip No. 2:

A portion of that parcel described in deed to Robin L. Rossi, Trustee of the Robin L. Rossi Living Trust UTD 10-19-90 recorded November 2, 2001 as Document No. 2001-085490 (Commonly known as the Santa Margarita Ranch) in the Recorder's Office of San Luis Obispo County, State of California described as follows:

A strip of land, being 26 feet in width, lying 13 feet on each side of the following described centerline:

Commencing at Point "A" described in Strip No. 1, described above, said point lying South 14° 13' 26" East 52.00 feet from the South corner of Lot 35 of the Map of Santa Margarita Tract No. 1 filed in Book 3 of Maps at Page 6 records of said County; thence

1) South 54° 45' 59" East 39.44 feet to the beginning of a tangent curve concave northerly having a radius of 100.00 feet; thence

2) Easterly along the arc of said curve through a central angle of 70° 30' 28" and an arc distance of 123.06 feet to a tangent line; thence

3) North 54° 43' 33" East 527.31 feet to the beginning of a tangent curve concave northwesterly having a radius of 200.00 feet; thence

4) Northeasterly along the arc of said curve through a central angle of 8° 13' 33" and an arc distance of 28.71 feet to a tangent line; thence

5) North 46° 30' 00" East 133.67 feet to the beginning of a tangent curve concave southeasterly having a radius of 200.00 feet; thence

6) Northeasterly along the arc of said curve through a central angle of 43° 58' 14" and an arc distance of 153.49 feet to a tangent line; thence

7) South 89° 31' 46" East 299.78 feet to the beginning of a tangent curve concave northerly having a radius of 300.00 feet; thence

8) Easterly along the arc of said curve through a central angle of 31° 41' 20" and an arc distance of 165.92 feet to the beginning of a compound curve concave northwesterly having a radius of 400.00 feet; thence

9) Northeasterly along the arc of said curve through a central angle of 51° 21' 15" and an arc distance of 358.52 feet to a tangent line; thence

10) North 7° 25' 39" East 323.68 feet to the beginning of a tangent curve concave southeasterly having a radius of 175.00 feet; thence

11) Easterly along the arc of said curve through a central angle of 117° 59' 24" and an arc distance of 360.38 feet to Point "B", said point being the beginning of Strip No. 3, said point being the beginning of a tangent curve concave southeasterly having a radius of 175.00 feet; thence continuing

12) Southeasterly along the arc of said curve through a central angle of 11° 24' 39" and an arc distance of 34.85 feet to a tangent line; thence

13) South 43° 10' 18" East 121.78 feet to the beginning of a tangent curve concave westerly having a radius of 300.00 feet; thence

14) Southerly along the arc of said curve through a central angle of 72° 08' 13" and an arc distance of 377.71 feet to the beginning of a reverse curve, concave easterly having a radius of 200.00 feet; thence

15) Southerly along the arc of said curve through a central angle of 35° 00' 03" and an arc distance of 122.18 feet to a tangent line; thence

16) South 6° 02' 08" East 537.00 feet to the beginning of a tangent curve concave westerly having a radius of 500.00 feet; thence

17) Southerly along the arc of said curve through a central angle of 6° 48' 08" and an arc distance of 59.36 feet to a tangent line that is 13 feet westerly of and parallel with the westerly right-of-way line of El Camino Real as shown on map of the State of California Division of Highways right-of-way map for V-SLO-2-C dated December 1930 on file at the Cal Trans District 5 office and on file at the County of San Luis Obispo Public Works Department document numbers 9052-9069; thence

18) South 0° 46' 00" West along said offset line a distance of 1721.67 feet to the beginning of a tangent curve concave easterly having a radius of 4073.00 feet; thence

19) Southerly along the arc of said curve, running concentric with and distant 13 feet Westerly from said westerly right of way line of El Camino Real through a central angle of 5° 53' 00" and an arc distance of 418.23 feet to a tangent line; thence

20) South 5° 07' 00" East parallel with and distant 13 feet westerly of said westerly right-of-way line of El Camino Real a distance of 1185.69 feet to the beginning of a tangent curve concave westerly having a radius of 300.00 feet; thence

21) Southerly along the arc of said curve, through a central angle of 27° 15' 58" and an arc distance of 142.77 feet to the beginning of a reverse curve, concave easterly having a radius of 345.96 feet; thence

22) Southerly along the arc of said curve through a central angle of 54° 31' 57" and an arc distance of 329.27 feet to the beginning of a tangent reverse curve, concave westerly having a radius of 300.00 feet; thence

23) Southerly along the arc of said curve, through a central angle of 27° 15' 59" and an arc distance of 142.77 feet to the beginning of a tangent line, with the westerly edge of said 26 foot wide strip being coincident with said westerly right-of-way line of El Camino Real (100 feet wide); thence

24) South 5° 07' 00" East parallel with and distant 13 feet westerly of said westerly right-of-way line of El Camino Real a distance of 390.59 feet to the beginning of a tangent curve concave northwesterly having a radius of 200.00 feet; thence

25) Southwesterly along the arc of said curve, through a central angle of 61° 34' 35" and an arc distance of 214.94 feet to a tangent line that is 13 feet westerly of and parallel with the northwest line of the Town of Santa Margarita as shown on the Map filed in Book A of Maps at Page 120; thence

26) South 56° 27' 35" West along said offset line a distance of 2489.99 feet to the beginning of a tangent curve concave southeasterly having a radius of 50.00 feet; thence

27) Southerly along the arc of said curve, through a central angle of 70° 07' 23" and an arc distance of 61.19 feet to intersect the northwesterly terminus of Yerba Buena Avenue, being the point of terminus. Said point of terminus lies South 56° 27' 37" West 1374.14 feet from a 5/8" rebar with cap "RCE 29743" at the northeast corner of Lot 1 of Block 41 of the Town on Santa Margarita as shown on Record of Survey filed in Book 68 of Licensed Surveys at page 94.

The sidelines of said Strip No. 2 shall be lengthened and/or shortened to intersect adjacent courses and property boundaries.

The above-described parcel is graphically shown on Exhibit B-2 attached hereto and made a part hereof.

Portion of APN 070-091-036

EXHIBIT B-1
Juan Bautista de Anza Trail
Legal Description

Strip No. 3:

A portion of that parcel described in deed to Robin L. Rossi, Trustee of the Robin L. Rossi Living Trust UTD 10-19-90 recorded November 2, 2001 as Document No. 2001-085490 (Commonly known as the Santa Margarita Ranch) in the Recorder's Office of San Luis Obispo County, State of California described as follows:

A strip of land, being 26 feet in width, lying 13 feet on each side of the following described centerline:

Commencing at Point "B" described in Strip No. 2, described above; thence

1) North 35° 25' 03" East 121.33 feet to the beginning of a tangent curve concave westerly having a radius of 400.00 feet; thence

2) Northerly along the arc of said curve through a central angle of 28° 03' 34" and an arc distance of 195.89 feet to a point for convenience called "Point C", said point being on the south line of the Parking Area described below and the terminus of this Strip No. 3. Said point lies South 88° 44' 15" East 13.00 feet from the southwest corner of the Parking area described below.

The sidelines of said Strip No. 3 shall be lengthened and/or shortened to intersect adjacent courses and property boundaries.

The above-described parcel is graphically shown on Exhibit B-2 attached hereto and made a part hereof.

Portion of APN 070-091-036

Parking Area:

A portion of that parcel described in deed to Robin L. Rossi, Trustee of the Robin L. Rossi Living Trust UTD 10-19-90 recorded November 2, 2001 as Document No. 2001-085490 (Commonly known as the Santa Margarita Ranch) in the Recorder's Office of San Luis Obispo County, State of California described as follows:

Beginning at Point "C" described in Strip No. 2, described above; thence

1) North 88° 44' 15" West 13.00 feet; thence

2) North 6° 52' 34" West 57.44 feet; thence

3) North 7° 20' 41" East 232.09 feet; thence

4) South 89° 09' 46" East 74.02 feet, more or less, to the westerly right-of-way line of El Camino Real as shown on map of the State of California Division of Highways right-of-way map for V-SLO-2-C dated December, 1930 on file at the Cal Trans District 5 office and on file at the County of San Luis Obispo Public Works Department document numbers 9052-9069; thence

5) South 0° 46' 00" West along said west right-of-way line of El Camino Real a distance of 288.21 feet; thence

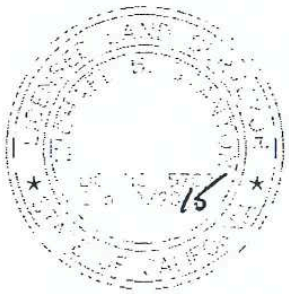
6) North 88° 44' 15" West 79.97 feet to the Point of Beginning

The sidelines of said Strip No. 3 shall be lengthened and/or shortened to intersect Strip No. 2 and adjacent property boundaries.

The above-described parcel is graphically shown on Exhibit B-2 attached hereto and made a part hereof.

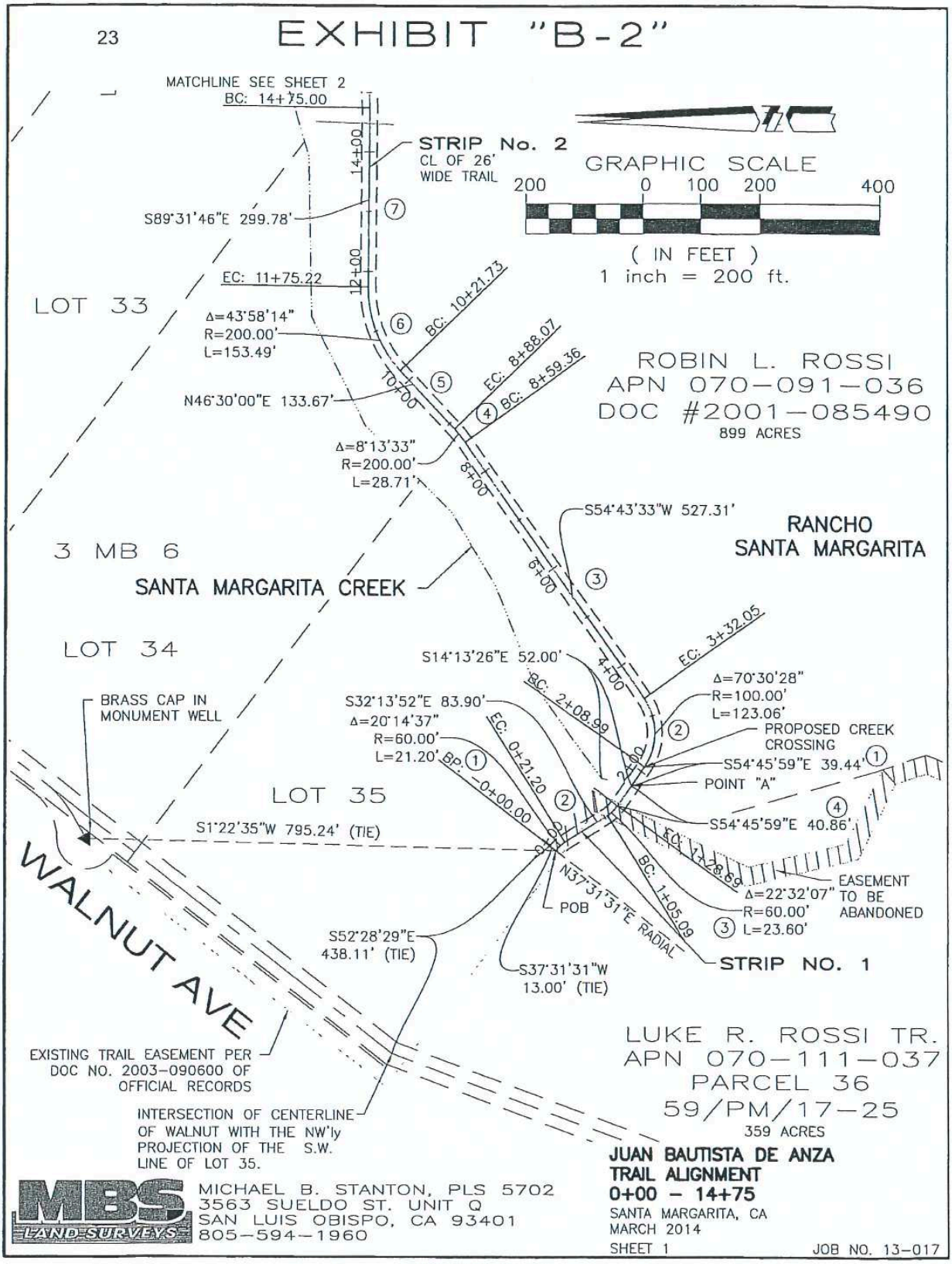
Portion of APN 070-091-036

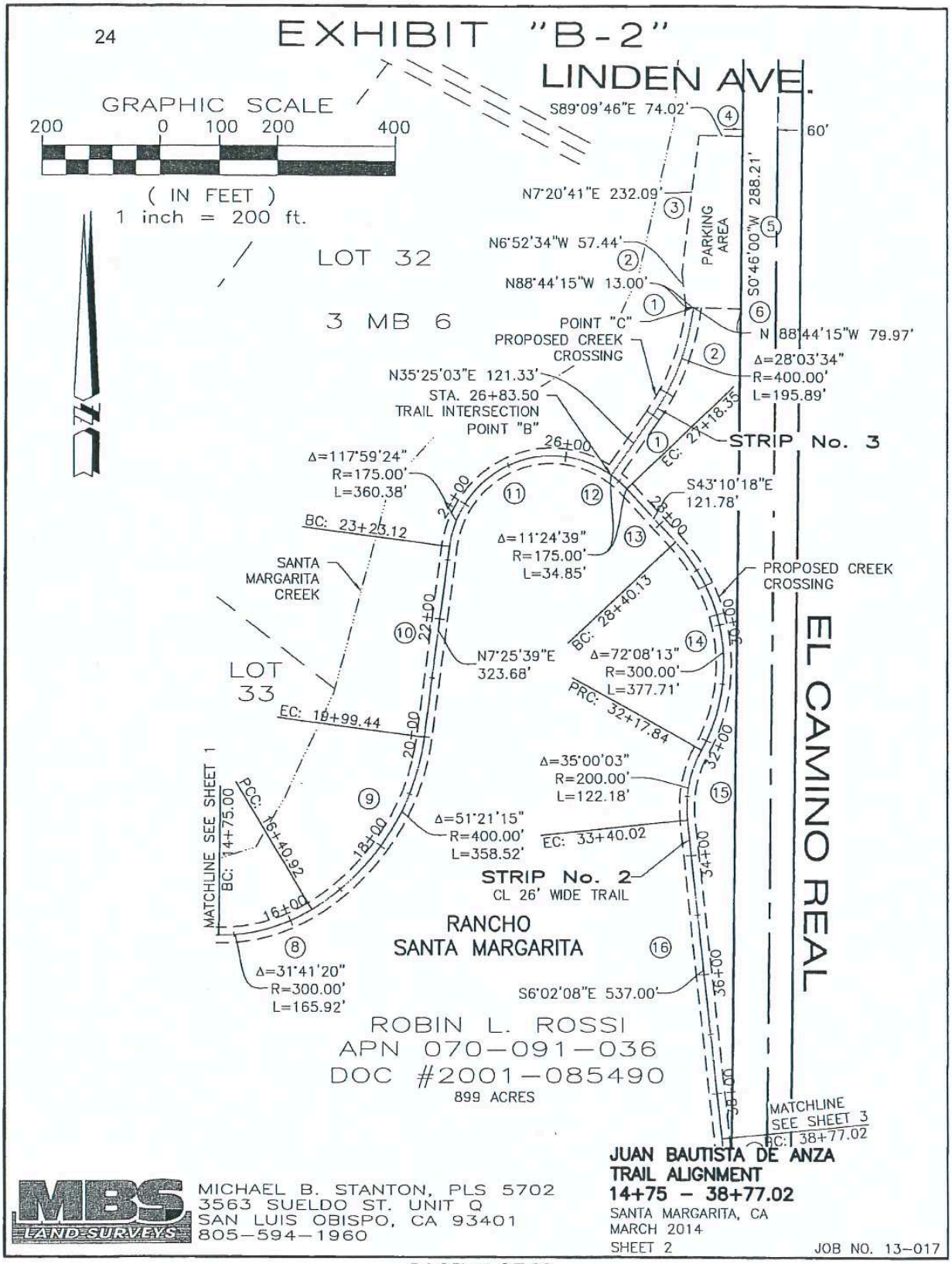
* * *

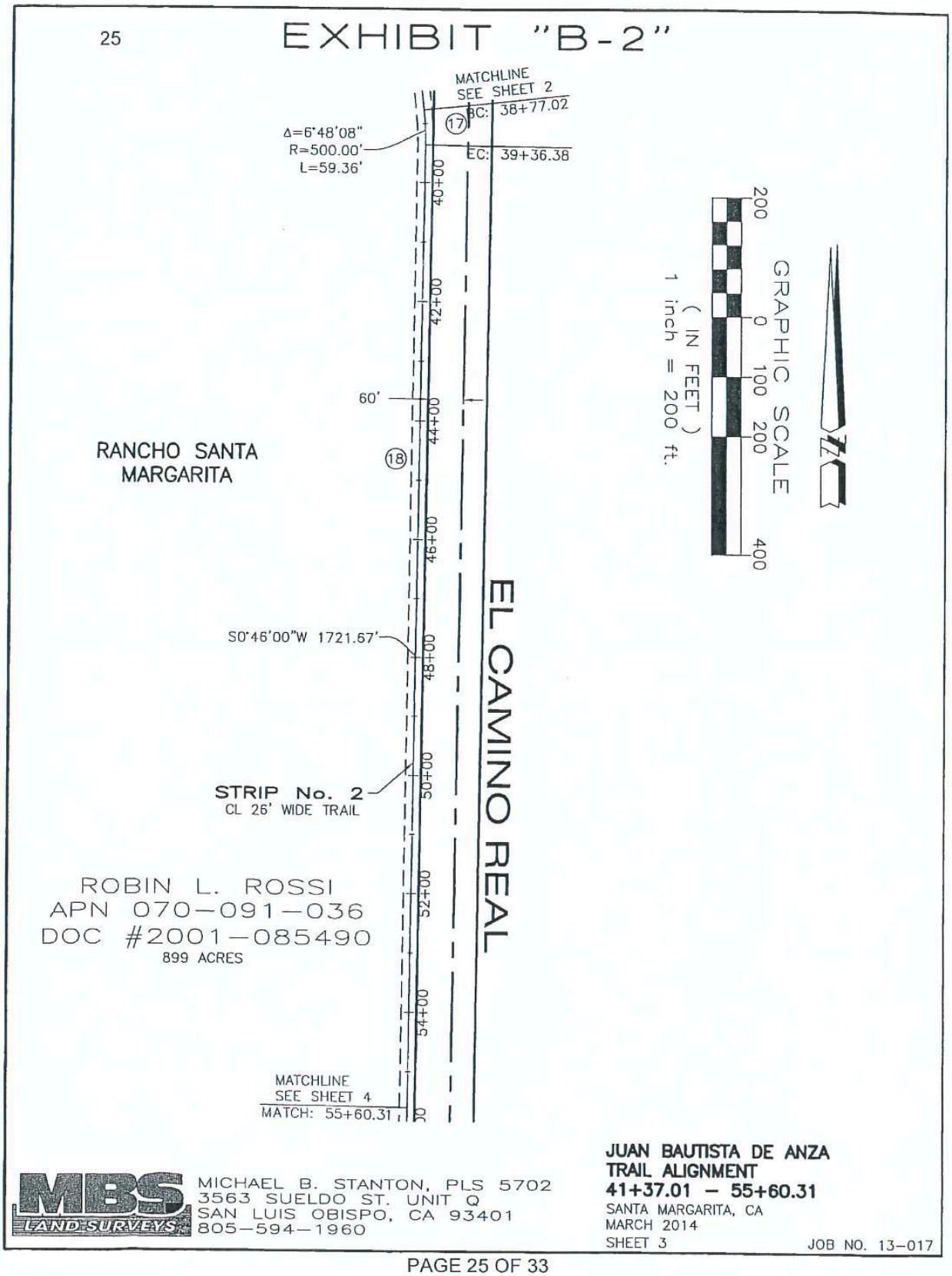


Date: 3-11-2014

M:\13-017 Juan Bautista De Anza Trail - Garden Farms\Legal Description\EXHIBIT B-1.doc
3/11/2014 7:19 AM

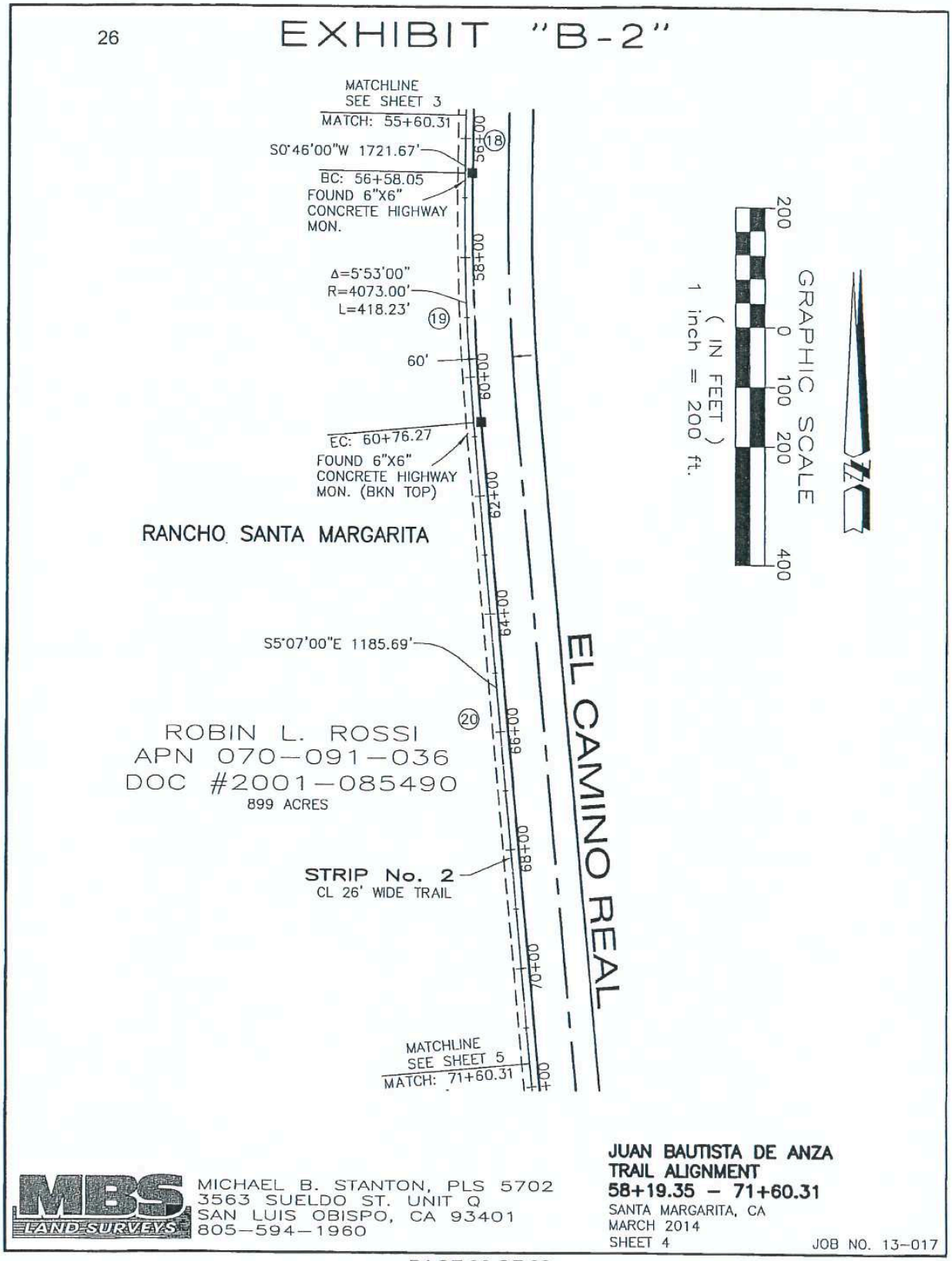

23
EXHIBIT "B-2"
MATCHLINE SEE SHEET 2
BC: 14+75.00
STRIP No. 2
CL OF 26' WIDE TRAIL
GRAPHIC SCALE
200 0 100 200 400
(IN FEET)
1 inch = 200 ft.
S89°31'46"E 299.78'
EC: 11+75.22
LOT 33
Δ=43°58'14"
R=200.00'
L=153.49'
BC: 10+21.73
EC: 8+88.07
BC: 8+59.36
N46°30'00"E 133.67'
Δ=8°13'33"
R=200.00'
L=28.71'
ROBIN L. ROSSI
APN 070-091-036
DOC #2001-085490
899 ACRES
S54°43'33"W 527.31'
RANCHO SANTA MARGARITA
3 MB 6
SANTA MARGARITA CREEK
LOT 34
S14°13'26"E 52.00'
EC: 3+32.05
BC: 2+08.99
Δ=70°30'28"
R=100.00'
L=123.06'
PROPOSED CREEK CROSSING
S32°13'52"E 83.90'
Δ=20°14'37"
R=60.00'
L=21.20'
EC: 0+21.20
BP: 0+00.00
BRASS CAP IN MONUMENT WELL
S54°45'59"E 39.44'
POINT "A"
LOT 35
S1°22'35"W 795.24' (TIE)
S54°45'59"E 40.86'
EC: 1+28.69
BC: 1+05.09
Δ=22°32'07"
R=60.00'
L=23.60'
EASEMENT TO BE ABANDONED
N37°31'31"E RADIAL
POB
STRIP NO. 1
S52°28'29"E 438.11' (TIE)
S37°31'31"W 13.00' (TIE)
WALNUT AVE
EXISTING TRAIL EASEMENT PER DOC NO. 2003-090600 OF OFFICIAL RECORDS
INTERSECTION OF CENTERLINE OF WALNUT WITH THE NW'ly PROJECTION OF THE S.W. LINE OF LOT 35.
LUKE R. ROSSI TR.
APN 070-111-037
PARCEL 36
59/PM/17-25
359 ACRES
JUAN BAUTISTA DE ANZA TRAIL ALIGNMENT
0+00 - 14+75
SANTA MARGARITA, CA
MARCH 2014
SHEET 1
JOB NO. 13-017
MBS LAND SURVEYS
MICHAEL B. STANTON, PLS 5702
3563 SUELDO ST. UNIT Q
SAN LUIS OBISPO, CA 93401
805-594-1960


24
EXHIBIT "B-2"
LINDEN AVE.
GRAPHIC SCALE
200 0 100 200 400
(IN FEET)
1 inch = 200 ft.
LOT 32
3 MB 6
S89°09'46"E 74.02'
N7°20'41"E 232.09'
N6°52'34"W 57.44'
N88°44'15"W 13.00'
PARKING AREA
S0°46'00"W 288.21'
60'
POINT "C"
PROPOSED CREEK CROSSING
N35°25'03"E 121.33'
STA. 26+83.50
TRAIL INTERSECTION
POINT "B"
N 88°44'15"W 79.97'
Δ=28°03'34"
R=400.00'
L=195.89'
STRIP No. 3
Δ=117°59'24"
R=175.00'
L=360.38'
BC: 23+25.12
S43°10'18"E
121.78'
Δ=11°24'39"
R=175.00'
L=34.85'
SANTA MARGARITA CREEK
PROPOSED CREEK CROSSING
EL CAMINO REAL
LOT 33
N7°25'39"E
323.68'
EC: 19+99.44
Δ=72°08'13"
R=300.00'
L=377.71'
PRC: 32+17.84
Δ=35°00'03"
R=200.00'
L=122.18'
MATCHLINE SEE SHEET 1
PCC: 16+40.92
BC: 14+75.00
Δ=51°21'15"
R=400.00'
L=358.52'
EC: 33+40.02
STRIP No. 2
CL 26' WIDE TRAIL
RANCHO
SANTA MARGARITA
Δ=31°41'20"
R=300.00'
L=165.92'
S6°02'08"E 537.00'
ROBIN L. ROSSI
APN 070-091-036
DOC #2001-085490
899 ACRES
MATCHLINE SEE SHEET 3
BC: 38+77.02
JUAN BAUTISTA DE ANZA
TRAIL ALIGNMENT
14+75 - 38+77.02
SANTA MARGARITA, CA
MARCH 2014
SHEET 2
JOB NO. 13-017
MBS LAND SURVEYS
MICHAEL B. STANTON, PLS 5702
3563 SUELDO ST. UNIT Q
SAN LUIS OBISPO, CA 93401
805-594-1960


25
EXHIBIT "B-2"
MATCHLINE
SEE SHEET 2
BC: 38+77.02
EC: 39+36.38
Δ=6°48'08"
R=500.00'
L=59.36'
17
40+00
42+00
44+00
46+00
48+00
50+00
52+00
54+00
60'
18
RANCHO SANTA
MARGARITA
S0°46'00"W 1721.67'
STRIP No. 2
CL 26' WIDE TRAIL
EL CAMINO REAL
ROBIN L. ROSSI
APN 070-091-036
DOC #2001-085490
899 ACRES
MATCHLINE
SEE SHEET 4
MATCH: 55+60.31
GRAPHIC SCALE
200
0
100
200
400
(IN FEET)
1 inch = 200 ft.
MBS
LAND SURVEYS
MICHAEL B. STANTON, PLS 5702
3563 SUELDO ST. UNIT Q
SAN LUIS OBISPO, CA 93401
805-594-1960
JUAN BAUTISTA DE ANZA
TRAIL ALIGNMENT
41+37.01 - 55+60.31
SANTA MARGARITA, CA
MARCH 2014
SHEET 3
JOB NO. 13-017

26

EXHIBIT "B-2"

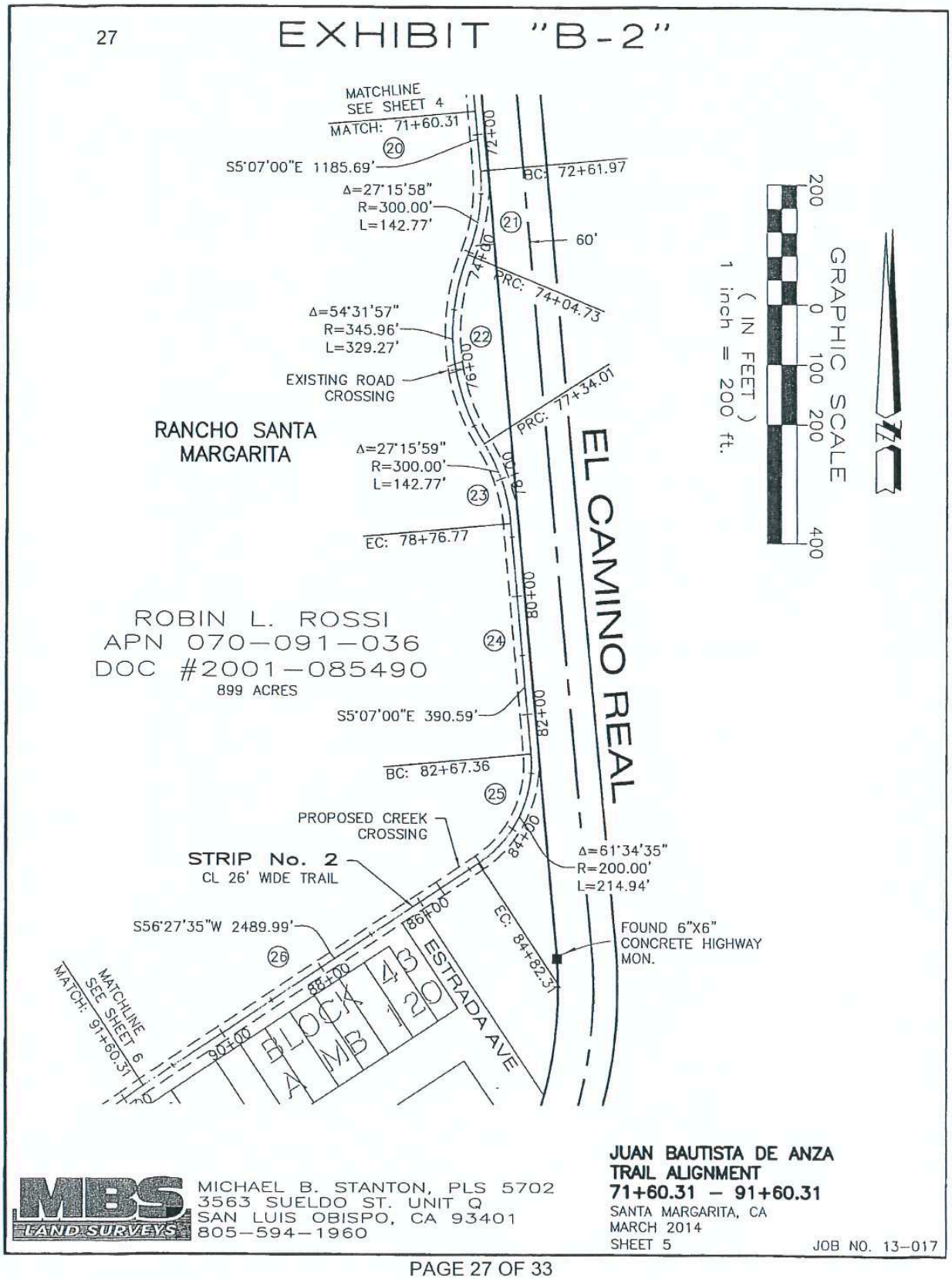


MBS LAND SURVEYS

MICHAEL B. STANTON, PLS 5702
3563 SUELDO ST. UNIT Q
SAN LUIS OBISPO, CA 93401
805-594-1960

JUAN BAUTISTA DE ANZA TRAIL ALIGNMENT
58+19.35 – 71+60.31
SANTA MARGARITA, CA
MARCH 2014
SHEET 4

JOB NO. 13-017


27
EXHIBIT "B-2"
MATCHLINE
SEE SHEET 4
MATCH: 71+60.31
20
S5°07'00"E 1185.69'
72+00
BC: 72+61.97
Δ=27°15'58"
R=300.00'
L=142.77'
21
60'
74+00
PRC: 74+04.73
Δ=54°31'57"
R=345.96'
L=329.27'
22
76+00
EXISTING ROAD
CROSSING
PRC: 77+34.01
RANCHO SANTA
MARGARITA
Δ=27°15'59"
R=300.00'
L=142.77'
78+00
23
EC: 78+76.77
EL CAMINO REAL
80+00
ROBIN L. ROSSI
APN 070-091-036
DOC #2001-085490
899 ACRES
24
S5°07'00"E 390.59'
82+00
BC: 82+67.36
25
PROPOSED CREEK
CROSSING
84+00
STRIP No. 2
CL 26' WIDE TRAIL
Δ=61°34'35"
R=200.00'
L=214.94'
S56°27'35"W 2489.99'
86+00
EC: 84+82.31
FOUND 6"X6"
CONCRETE HIGHWAY
MON.
26
88+00
MATCHLINE
SEE SHEET 6
MATCH: 91+60.31
90+00
BLOCK A
MB 4 20
ESTRADA AVE
GRAPHIC SCALE
200
0
100
200
400
(IN FEET)
1 inch = 200 ft.
MBS
LAND SURVEYS
MICHAEL B. STANTON, PLS 5702
3563 SUELDO ST. UNIT Q
SAN LUIS OBISPO, CA 93401
805-594-1960
JUAN BAUTISTA DE ANZA
TRAIL ALIGNMENT
71+60.31 - 91+60.31
SANTA MARGARITA, CA
MARCH 2014
SHEET 5
JOB NO. 13-017

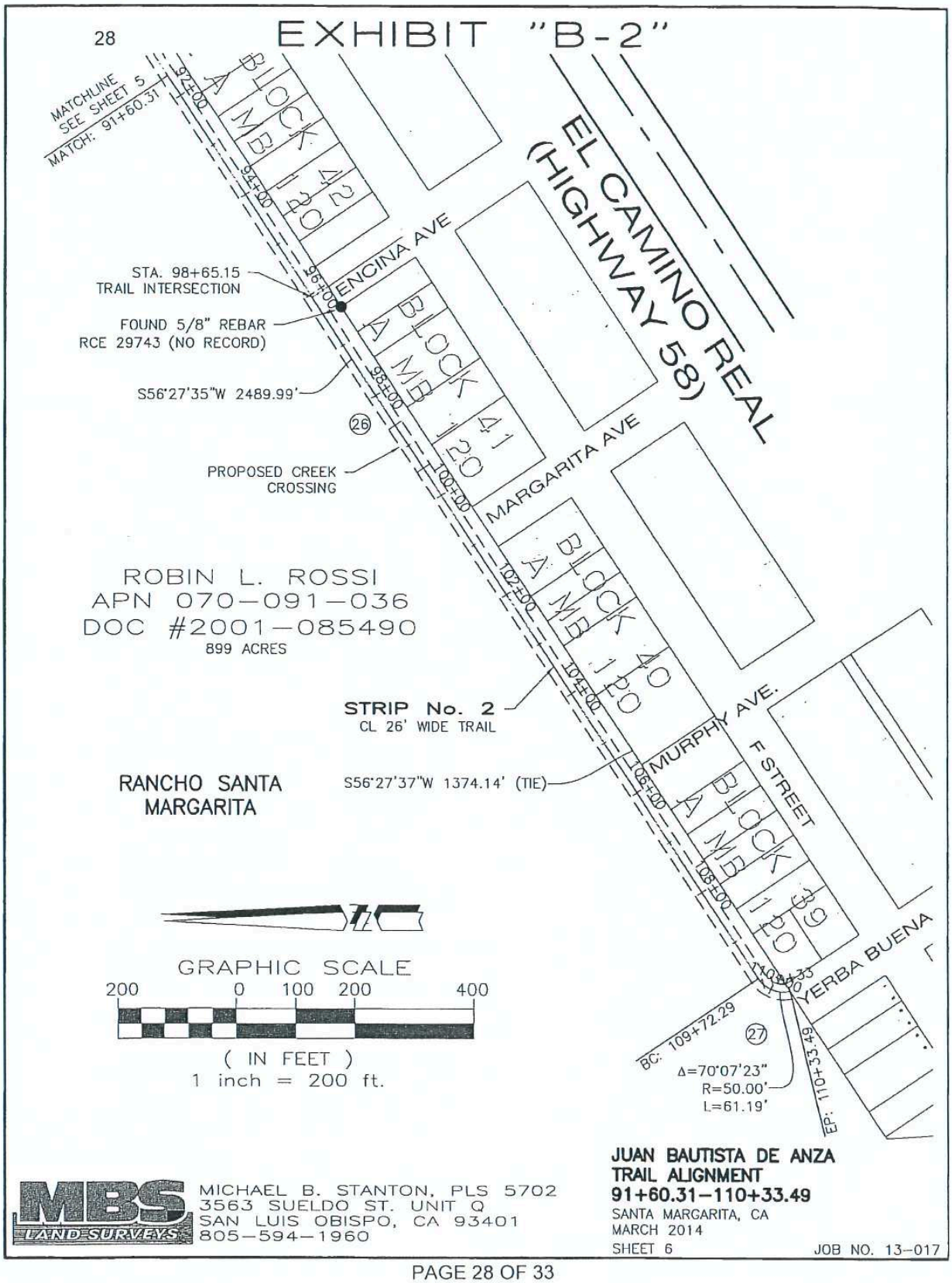

28
EXHIBIT "B-2"
MATCHLINE SEE SHEET 5 MATCH: 91+60.31
92+00
94+00
BLOCK A MB 1 PO 42
ENCINA AVE
96+00
STA. 98+65.15
TRAIL INTERSECTION
FOUND 5/8" REBAR
RCE 29743 (NO RECORD)
S56°27'35"W 2489.99'
98+00
26
BLOCK A MB 1 PO 41
EL CAMINO REAL
(HIGHWAY 58)
PROPOSED CREEK
CROSSING
100+00
MARGARITA AVE
ROBIN L. ROSSI
APN 070-091-036
DOC #2001-085490
899 ACRES
102+00
BLOCK A MB 1 PO 40
STRIP No. 2
CL 26' WIDE TRAIL
104+00
MURPHY AVE.
F STREET
S56°27'37"W 1374.14' (TIE)
RANCHO SANTA MARGARITA
106+00
BLOCK A MB 1 PO 39
108+00
YERBA BUENA
110+33
BC: 109+72.29
27
Δ=70°07'23"
R=50.00'
L=61.19'
EP: 110+33.49
GRAPHIC SCALE
200 0 100 200 400
(IN FEET)
1 inch = 200 ft.
JUAN BAUTISTA DE ANZA
TRAIL ALIGNMENT
91+60.31-110+33.49
SANTA MARGARITA, CA
MARCH 2014
SHEET 6
JOB NO. 13-017
MBS LAND SURVEYS
MICHAEL B. STANTON, PLS 5702
3563 SUELDO ST. UNIT Q
SAN LUIS OBISPO, CA 93401
805-594-1960

EXHIBIT C-1
Juan Bautista de Anza Trail

Area to be Abandoned:

All of Parcel "A", all of Parcel "B", and that portion of Parcel "C", as described in Offer of Dedication to the County of San Luis Obispo recorded August 12, 2003 as Document No. 2003-090600 in the Recorder's Office of San Luis Obispo County, State of California lying southeasterly of the line described below:

Commencing at the intersection of the centerline of Walnut Avenue, with the Northwesterly projection of the Southwest line of Lot 35 of the Map of Santa Margarita Tract No. 1 filed in Book 3 of Maps at Page 6, records of said County, and as shown on Parcel Map filed in Book 59, at pages 17-25 of Parcel Maps, records of said County, thence South 52° 28' 29" East along the southwest line of said Lot 35 a distance of 438.11 feet to the True Point of Beginning; thence

1) South 37° 31' 31" West 25.00 feet to the southwestern edge of said easement.

Portion of APN 070-111-037

* * *

Date: 11-24-2014

M:\13-017 Juan Bautista De Anza Trail - Garden Farms\Legal Description\Legal Description for Trail.doc
11/24/2014 10:39 AM

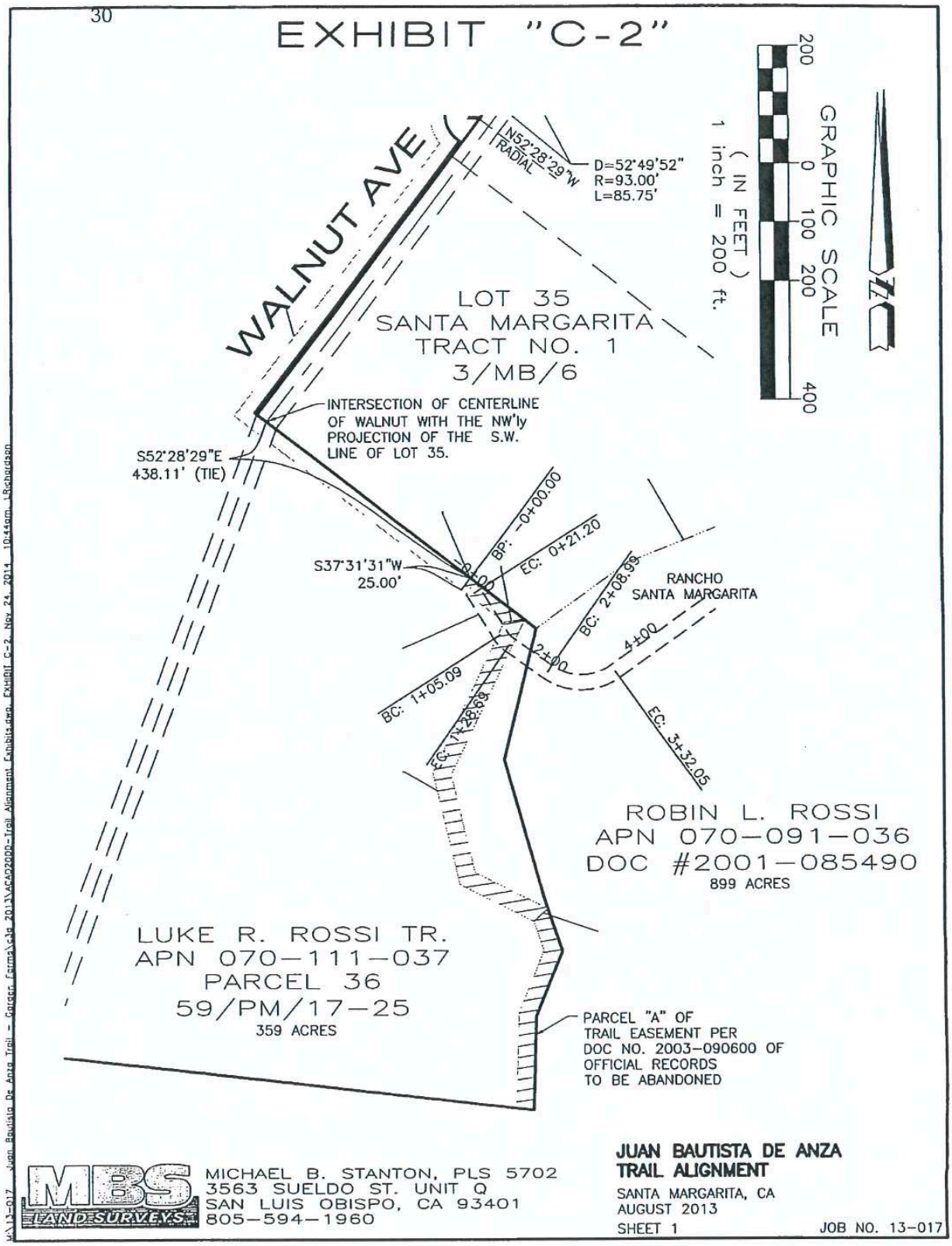

30
EXHIBIT "C-2"
WALNUT AVE
N52°28'29"W RADIAL
D=52°49'52"
R=93.00'
L=85.75'
GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.
200
0
100
200
400
LOT 35
SANTA MARGARITA
TRACT NO. 1
3/MB/6
INTERSECTION OF CENTERLINE OF WALNUT WITH THE NW'ly PROJECTION OF THE S.W. LINE OF LOT 35.
S52°28'29"E
438.11' (TIE)
S37°31'31"W
25.00'
BP: 0+00.00
EC: 0+21.20
BC: 2+08.99
RANCHO
SANTA MARGARITA
4+00
2+00
BC: 1+05.09
EC: 1+38.69
EC: 3+32.05
ROBIN L. ROSSI
APN 070-091-036
DOC #2001-085490
899 ACRES
LUKE R. ROSSI TR.
APN 070-111-037
PARCEL 36
59/PM/17-25
359 ACRES
PARCEL "A" OF
TRAIL EASEMENT PER
DOC NO. 2003-090600 OF
OFFICIAL RECORDS
TO BE ABANDONED
MBS LAND SURVEYS
MICHAEL B. STANTON, PLS 5702
3563 SUELDO ST. UNIT Q
SAN LUIS OBISPO, CA 93401
805-594-1960
JUAN BAUTISTA DE ANZA
TRAIL ALIGNMENT
SANTA MARGARITA, CA
AUGUST 2013
SHEET 1
JOB NO. 13-017

EXHIBIT C-3
Juan Bautista de Anza Trail

Area to be Abandoned:

That portion of Parcel 36 of Parcel Map COAL 00-0292 according to the map filed in Book 59 of Parcel Maps at page 17 through 25, in the office of the County Recorder of the County of San Luis Obispo, State of California, being all of the Trail Staging Area as described in Irrevocable and Perpetual Offer to dedicate to the County of San Luis Obispo recorded August 12, 2003 as Document No. 2003-090602 of said County.

Portion of APN 070-111-037

* * *

Date: 5-8-2015

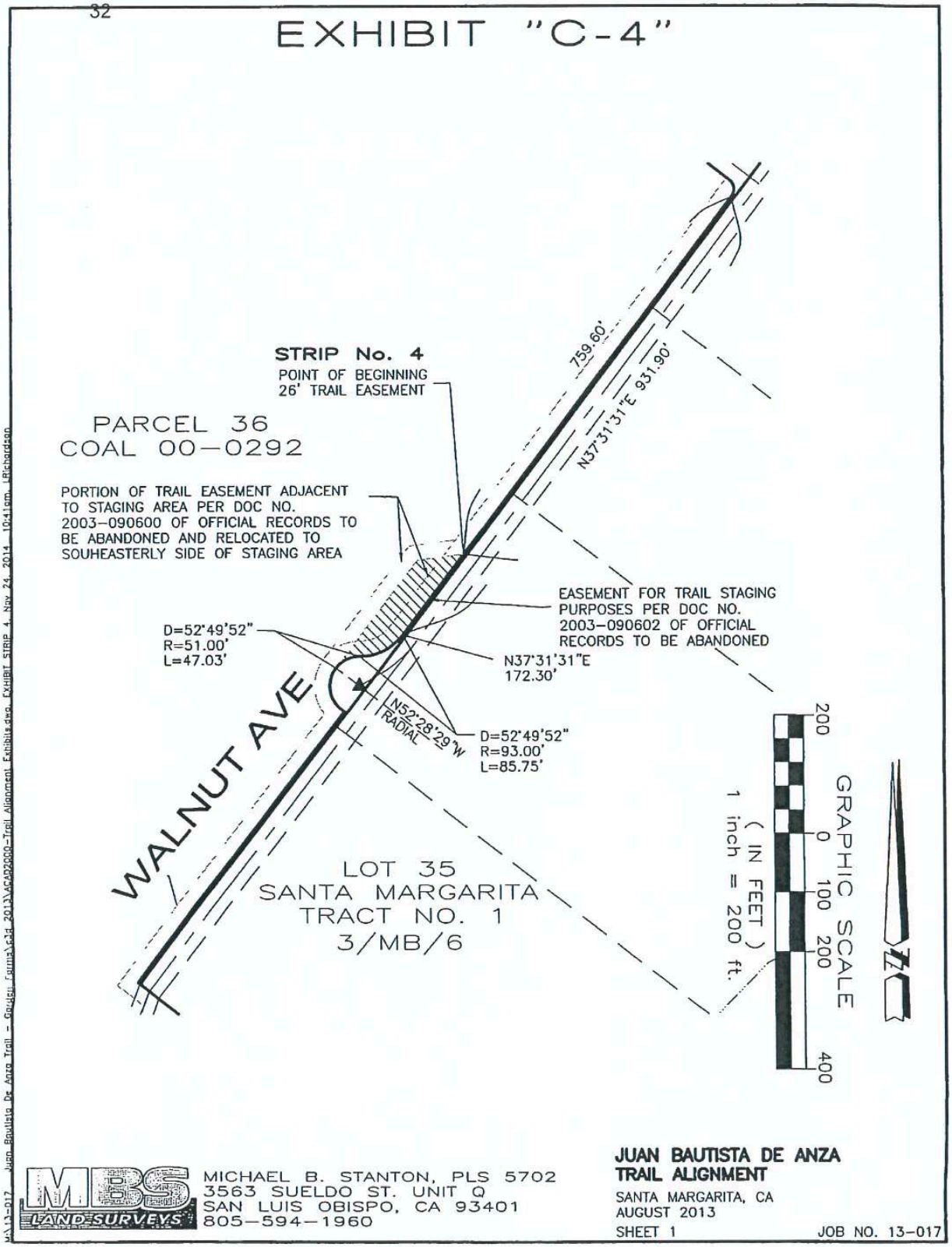

32
EXHIBIT "C-4"
STRIP No. 4
POINT OF BEGINNING
26' TRAIL EASEMENT
PARCEL 36
COAL 00-0292
PORTION OF TRAIL EASEMENT ADJACENT TO STAGING AREA PER DOC NO. 2003-090600 OF OFFICIAL RECORDS TO BE ABANDONED AND RELOCATED TO SOUHEASTERLY SIDE OF STAGING AREA
759.60'
N37°31'31"E 931.90'
EASEMENT FOR TRAIL STAGING PURPOSES PER DOC NO. 2003-090602 OF OFFICIAL RECORDS TO BE ABANDONED
D=52°49'52"
R=51.00'
L=47.03'
N37°31'31"E
172.30'
N52°28'29"W
RADIAL
D=52°49'52"
R=93.00'
L=85.75'
WALNUT AVE
LOT 35
SANTA MARGARITA
TRACT NO. 1
3/MB/6
200
0
100
200
400
GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.
MBS LAND SURVEYS
MICHAEL B. STANTON, PLS 5702
3563 SUELDO ST. UNIT Q
SAN LUIS OBISPO, CA 93401
805-594-1960
JUAN BAUTISTA DE ANZA
TRAIL ALIGNMENT
SANTA MARGARITA, CA
AUGUST 2013
SHEET 1
JOB NO. 13-017
M:\13-017 Juan Bautista De Anza Trail - Goyden Farms\cad 2013\ACAD2000-Trail Alignment Exhibits.dwg, EXHIBIT STRIP 4, Nov 24, 2014 10:41am, lRichardson

EXHIBIT D

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Perpetual Easement Agreement from _____ to the County of San Luis Obispo is hereby accepted by order of the Board of Supervisors, pursuant to authority conferred by Board action approved on _____. The grantee hereby consents to the recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Chairperson of the Board of Supervisors

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN LUIS OBISPO)

On _____, before me,_____ Deputy County Clerk-Recorder, County of San Luis Obispo, State of California, personally appeared _____, who 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/she** executed the same in his/her authorized capacity, and that by **his/her** signature on the instrument the person, or the entity upon of which the person 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.

TOMMY GONG, County Clerk-Recorder and Ex-Officio Clerk of the Board of Supervisors

By:_____
Deputy County Clerk-Recorder

(SEAL)