

QUITCLAIM DEED

The Board of Education of the County of San Luis Obispo, in consideration of the exchange of a parcel of land formerly part of the Federal Property known as "Camp San Luis Obispo" of approximately equal value to that being transferred by this Deed, does hereby remise, release and forever quitclaim to the County of San Luis Obispo all that real property situated in the County of San Luis Obispo, State of California, and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference as though here fully set forth.

Subject however to the two-page Deed conditions attached hereto as Exhibit "B" and incorporated herein by reference as though here fully set forth, pursuant to requirements of the United States of America.

Executed on Oct 15 1979, 1979

BOARD OF EDUCATION OF SAN LUIS OBISPO COUNTY

By: Earl D. Cornwell
(Name)

County Super. Schools
(Title)
Exec. Secy to County Bd of Educ.

ATTEST:

D. M. Stuart
(Name)

Director of Facilities
(Title)

DFS/mb

State of California ss
County of San Luis Obispo

On this 18th day of March 1980, before me, Laurene Bingeman, personally appeared Earl D. Cornwell, County Superintendent of Schools, known to be the Exec. Secy to the County Board of Education and D. M. Stuart, known to be the Director of Facilities of the County Superintendent of Schools and acknowledge that they executed the within instrument on behalf of the County Superintendent and Board of Education therein named.



Laurene F. Bingeman
Laurene F. Bingeman, Notary

EXHIBIT "A"

To: COUNTY OF SAN LUIS OBISPO
From: BOARD OF EDUCATION

All that portion of Parcel B as shown on the map filed in Book 16 of Licensed Surveys at Page 37 in the Office of the San Luis Obispo County Recorder, more particularly described as follows:

Beginning at a point on the southerly line of said Parcel B which bears N 87° 18' 14" E, 359.87 feet from the most southerly corner of said Parcel B to a point, said point being the TRUE POINT OF BEGINNING,

thence, N 67° 04' 16" E, 868.36 feet to a point;

thence, N 87° 18' 32" E, 775.00 feet to a point on the southerly line of said Parcel B;

thence, S 25° 16' 25" W, 340.00 feet along the southerly line of parcel B to a point;

thence, S 87° 18' 14" W, 1430.34 feet along the southerly line of Parcel B to the above mentioned true point of beginning.

This property being also shown on the map filed in Book 25 of Licensed Surveys at Page 11 in the Office of said County Recorder.

RECORDERS MEMO:
POOR REPRODUCTION DUE TO
QUALITY OF ORIGINAL DOCUMENT.

"DRAFT" DEED CONDITIONS TO BE INCORPORATED INTO THE CONVEYANCE DOCUMENT ISSUED BY THE SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION TO SAN LUIS OBISPO COUNTY IN EXCHANGE FOR COUNTY OWNED LANDS.

TO HAVE AND TO HOLD the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

It is Agreed and Understood by and between the Grantor and Grantee, and the Grantee by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. The said property shall be forever and continuously used and maintained as and for a public park and public recreational area and for these purposes only, in accordance with the Application for Federal Surplus Property for Public Park or Recreational Purposes, submitted by the Grantee on September 29, 1971 and January 18, 1972, copies of which are on file at the offices of the Bureau of Outdoor Recreation, Department of the Interior, in San Francisco, California, and in the offices of the Grantee in San Luis Obispo County, California.
2. From the date of this conveyance, the Grantee, its successors and assigns, shall file biennial reports with the Secretary of the Interior, in care of the Bureau of Outdoor Recreation at 450 Golden Gate Avenue, San Francisco, California, setting forth the use of the property during the preceding two-year period, and other pertinent data establishing its continuous use of the premises for the purposes set forth above.
3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park and public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.
4. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that: (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (45 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successor and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; (6) this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity

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for himself the same obligations as those imposed upon the Grantee, its successor and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; (6) this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of and in favor of the United States of America and enforceable by the United States of America against the Grantee, its successors and assigns; and (7) the United States of America expressly reserves a right of access to, and entrance upon, and above described property in order to determine compliance with the terms of this conveyance.

5. If at any time the President of the United States of America, or the Congress thereof, shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest in and to said premises, or part thereof determined to be necessary to said national defense, shall revert to and become the property of the United States of America.

6. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the United States of America at its option which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such performance shall continue in full force and effect.

SURVEYOR'S CERTIFICATE

THIS MAP OR CERTIFICATE REPRESENTS A SURVEY MADE BY ME IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAND SURVEYING ACT, AND THE RECORDS OF THE COUNTY OF SAN LUIS OBISPO IN WHICH, THE SAID SURVEY WAS MADE.



G.C. Protopapas
 GEORGE C. PROTOPAPAS REG. 101197

COUNTY SURVEYOR'S CERTIFICATE

THIS MAP HAS BEEN EXAMINED AND APPROVED BY ME WITH THE KNOWLEDGE OF THE LAWS AND REGULATIONS PERTAINING TO THE SAID ACT OF APRIL, 1874.

G.C. Protopapas
 COUNTY SURVEYOR

BIP CODE (SECTION 8162.5) CERTIFICATE

I HEREBY CERTIFY THAT THIS MAP COMPLETES WITH ALL THE NECESSARY RECORDS AND THAT THE SAID SURVEY WAS MADE IN ACCORDANCE WITH THE LAWS AND REGULATIONS PERTAINING TO THE SAID ACT OF APRIL, 1874.

DATED 2-28-82 COUNTY SURVEYOR

RECORDER'S CERTIFICATE

FILED THIS 27th DAY OF July, 1976, AT 2:40 P.M. IN BOOK 25 OF RECORD OF SURVEYS, AT THE REQUEST OF THE COUNTY OF SAN LUIS OBISPO. PAGE 11.

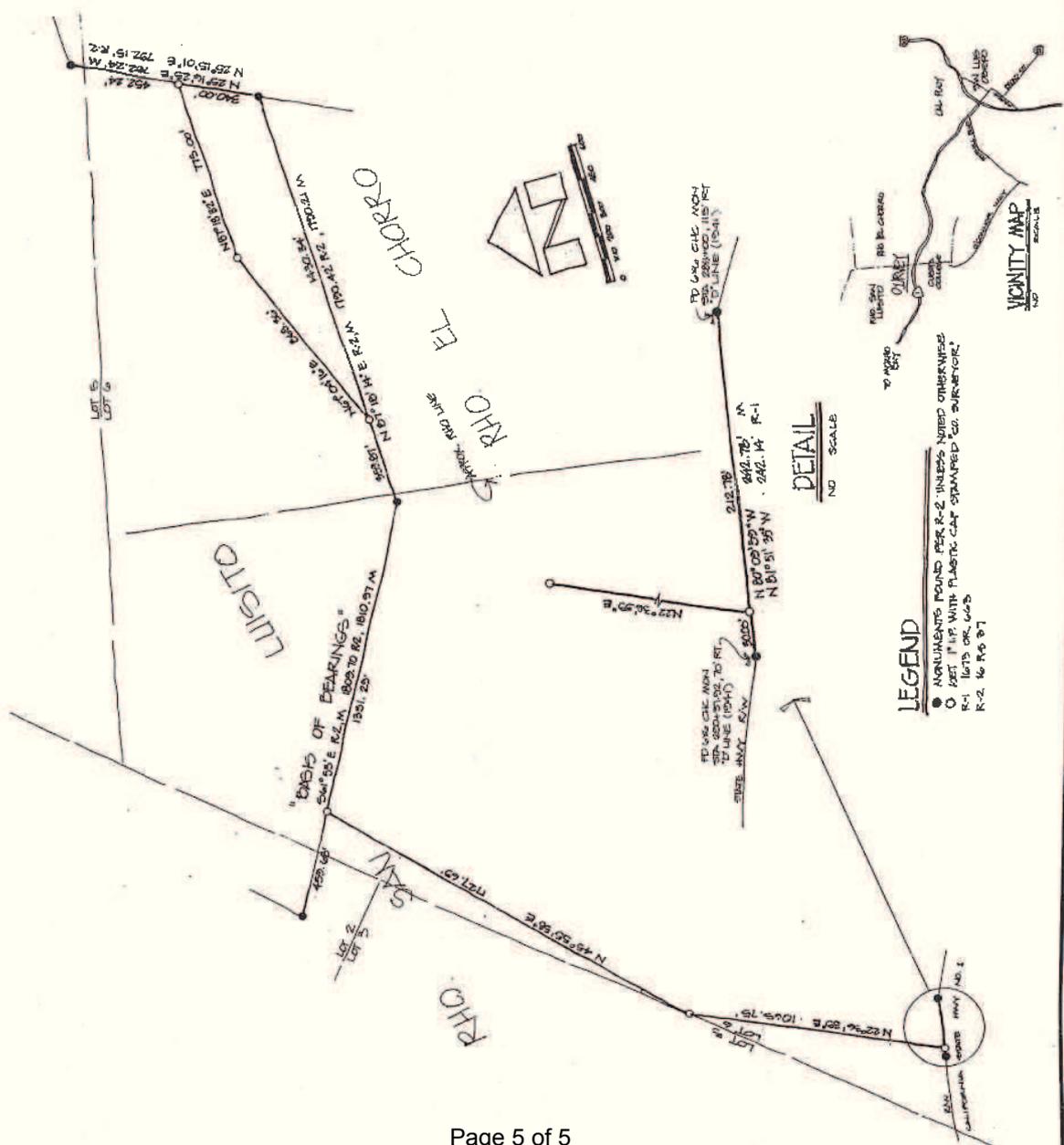
FEE: NONE
 DOC. NO. 29342
 BY: William E. Zimarik
 DEPUTY



RECORD OF SURVEY

A PORTION OF LOTS 5 AND 6 BLOCK C OF EL CHORRO AND SAN LUISITO RANCHOS SAN LUIS OBISPO COUNTY, CALIFORNIA

6894 / PROPOBIS 476



LEGEND

- MONUMENTS FOUND PER R-2. INLINES NOTED OTHERWISE.
- SET 1" UP WITH PLASTIC CAP STAMPED "G.S. SURVEYOR."
- R-1: LOTS OR LOTS
- R-2: 16 R-2 87

DETAIL
 NO SCALE

4-83-72
 KS-75-220