

## MEMORANDUM

**TO:** CITY COUNCIL

**FROM:** STEVEN ADAMS, CITY MANAGER *SA*

**SUBJECT:** CONSIDERATION OF RECIPROCAL EASEMENT AGREEMENT  
AND REVOCABLE LICENSE RELATED TO ACCESS OF POLICE  
STATION DRIVEWAYS

**DATE:** OCTOBER 28, 2014

### **RECOMMENDATION:**

It is recommended the City Council: 1) approve a Reciprocal Easement Agreement for Common Driveway at the Police Station at 200 N. Halcyon Road with T.L. Berryhill and Alva Sue Berryhill, William J.W. Calder and Candace Calder, as Trustees of the William and Candace Calder Family Trust, and John Albert Mallory, Trustee of the John Albert Mallory and Patricia Gail Mallory Trust; and 2) approve a Revocable License for Ingress and Egress Purposes with the same parties related to access from the driveway serving the Police Station at 200 N. Halcyon Road from Rena Street.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

There are no projected future costs or staff time resulting from the recommended action.

### **BACKGROUND:**

It recently came to staff's attention that there are peculiarities regarding the City's property line at the Police Station at 200 N. Halcyon Road, which could impact access to the visitor parking, as well as a lack of clarity regarding access rights to the existing driveway from Rena Street. At the suggestion of the neighboring property owners, staff has negotiated recommended agreements to clarify and address these issues.

**CITY COUNCIL  
CONSIDERATION OF RECIPROCAL EASEMENT AGREEMENT AND  
REVOCABLE LICENSE RELATED TO ACCESS OF POLICE STATION  
DRIVEWAYS  
OCTOBER 28, 2014  
PAGE 2**

**ANALYSIS OF ISSUES:**

Following a discussion with the owners of the former Mallory Berryhill Realty building south of the Police Station and preparation of a title report, it was determined that their property includes a portion of the area needed to access the Police Station visitor parking area and the City's property includes a portion of the area needed to access their parking. As a result, a Reciprocal Easement Agreement has been drafted and agreed upon, which will provide shared access to both parking areas.

In addition, there is a driveway from Rena Street behind the Police Station secured parking lot that is used to access businesses at that location, as well as the Police Station visitor parking area. Rights to utilize that access have never been formally granted and documented. The preference of the adjacent property owners was to include it in the Reciprocal Easement Agreement. Staff recommends against that because it could impact future flexibility to make changes to the property. However, staff recommends the City allow continued use of the access driveway through a Revocable License and Agreement. It has been identified as an important access point for the neighboring businesses. Staff communicated to the owners that the City has no future plans to modify the driveway at this time.

**ALTERNATIVES:**

The following alternatives are provided for the Council's consideration:

- Approve staff's recommendations;
- Negotiate alternate terms;
- Include the Rena Street driveway in the Reciprocal Easement Agreement;
- Provide direction to staff.

**ADVANTAGES:**

The Reciprocal Easement Agreement will provide the City legal access to its visitor parking area and legal access to the neighboring business. The Revocable License and Agreement maintains secondary access to the neighboring businesses, maintains future flexibility for the City for use of the property, and indemnifies the City for use of the driveway.

**DISADVANTAGES:**

No disadvantages have been identified.

**ENVIRONMENTAL REVIEW:**

No environmental review is required for this item.

**PUBLIC NOTIFICATION AND COMMENTS:**

The agenda was posted in front of City Hall on Thursday, October 23, 2014 and on the City's website on Friday, October 24, 2014.

RECORDING REQUESTED BY )  
AND WHEN RECORDED RETURN TO: )  
 )  
J JOHNSON LAW OFFICE, INC. )  
P.O. BOX 3 )  
GROVER BEACH, CA 93483 )  
 )

---

A.P.N.: 006-161-019, 006-153-005, 006-153-011, 006-161-020

**RECIPROCAL EASEMENT AGREEMENT FOR COMMON DRIVEWAY**

Preamble

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2014,  
by and between

**T.L. BERRYHILL** and **ALVA SUE BERRYHILL**, husband and wife as  
community property with right of survivorship as to an  
undivided one-fourth (1/4) interest;

**WILLIAM J.W. CALDER** and **CANDACE CALDER**, Trustees of the  
"William and Candace Calder Family Trust Dated September 29,  
1987" as to an undivided one-half (1/2) interest;

**JOHN ALBERT MALLORY**, Trustee of the "John Albert Mallory and  
Patricia Gail Mallory 1976 Trust Dated March 1, 1976" as to an  
undivided one-fourth (1/4) interest,

owners of PARCEL A (described below); hereinafter referred to as  
"Parcel A OWNER".

and

**CITY OF ARROYO GRANDE**, a Municipal Corporation, owner of Parcel B  
(described below; hereinafter referred to as "Parcel B OWNER".

Recitals

WHEREAS, the **Parcel A OWNER** owns certain real property, in the  
City of Arroyo Grande, County of San Luis Obispo, State of  
California, described as follows:

**APN 006-161-019:**

Lots 20, 21, 22 and 23 in Block 1 of the Western Addition to the  
Town of Arroyo Grande, in the City of Arroyo Grande, County of San  
Luis Obispo, State of California as per map recorded April 10, 1894  
in Book B, Page 10 of Maps, together with that portion of Cornwall  
Avenue abandoned by Resolution recorded May 16, 1989 as Instrument  
No. 30686 in Book 3316, Page 508 of Official Records that would pass  
with title.

WHEREAS, the Parcel B OWNER owns certain real property, in the City of Arroyo Grande, County of San Luis Obispo, State of California described as follows:

**APN 006-153-005 (Parcel 1):**

Lots 3 and 4 in Block 10 of the Western Addition to the Town of Arroyo Grande, in the City of Arroyo Grande, County of San Luis Obispo, State of California as per map recorded April 10, 1894 in Book B, Page 10 of Maps, in the office of the County Recorder of Said County.

**APN 006-153-011 (Parcel 2):**

Lots 1 and 2 in Block 10 of the Western Addition to the Town of Arroyo Grande, in the City of Arroyo Grande, County of San Luis Obispo, State of California as per map recorded April 10, 1894 in Book B, Page 10 of Maps, together with that portion of Cornwall Avenue abandoned by Resolution recorded May 16, 1989 as Instrument No. 30686 in Book 3316, Page 508 of Official Records that would pass with title.

**APN 006-161-020 (Parcel 3):**

Lots 16, 17, 18 and 19 in Block 1 of the Western Addition to the Town of Arroyo Grande, in the City of Arroyo Grande, County of San Luis Obispo, State of California as per map recorded April 10, 1894 in Book B, Page 10 of Maps, together with that portion of Cornwall Avenue abandoned by Resolution recorded May 16, 1989 as Instrument No. 30686 in Book 3316, Page 508 of Official Records that would pass with title.

WHEREAS, the parties, Parcel A OWNER and Parcel B OWNER desire to acquire certain rights in the Servient Tenement owned by the other;

Now, therefore, it is agreed as follows:

**Grant of Easements**

1. For valuable consideration in the form of reciprocal easements granted herein, Parcel A OWNER hereby grants to Parcel B OWNER and Parcel B OWNER hereby grants to Parcel A OWNER reciprocal easements as hereinafter described.

**Character of Easements**

2. The easements granted herein are appurtenant to the Dominant Tenements described herein.

### Description of Easements

3. The easements granted herein are for common shared driveway, for ingress and egress, emergency access and public utilities.

#### Location

4. The common driveway easement for the benefit of "Parcel A owner" is described in "Exhibit A" attached hereto. The common driveway easement for the benefit of "Parcel B owner" is described in "Exhibit B" attached hereto.

#### Maintenance

5. a. The parties shall each pay one-half (1/2) of the maintenance of the common driveway, and any common utilities. Each party shall pay for the maintenance of separate utilities located within the easement.

b. Bids for maintenance and repair shall be obtained for from at least two (2) contractors. If any party to this easement agreement is a public agency that is required to pay more to contractors (i.e. "prevailing wage"), then each contractor shall submit a bid for a public agency and a bid for a private owner. The private owner party to this agreement shall pay one-half (1/2) of the private owner bid and the public agency shall pay the balance due to the contractor.

c. Any damages done during construction shall be repaired by the party doing construction.

#### Exclusiveness of Easements

6. The easements granted herein are for the exclusive, mutual use of **Parcel A OWNER** and **Parcel B OWNER** and their invitees, and no other parties shall be allowed access or use thereof.

#### Secondary Easements

7. The easements granted herein include incidental rights of maintenance, repair, and replacement.

#### Entire Agreement/Modifications

8. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. No modification, amendment, waiver, discharge or change of this easement shall be valid unless signed by all of the owners and signed by the Planning Director (or other government official currently performing that function) for the City of Arroyo Grande and recorded in official records of the County of San Luis Obispo.

Attorney's Fees

9. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

Binding Effect

10. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of **Parcel A OWNER** and **Parcel B OWNER**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Parcel A OWNERS:

Parcel B OWNER:

\_\_\_\_\_  
T.L. BERRYHILL

City of Arroyo Grande  
by:

\_\_\_\_\_  
ALVA SUE BERRYHILL

\_\_\_\_\_  
, Mayor  
\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
WILLIAM J.W. CALDER,  
Co-Trustee of the "William and Candace Calder  
Family Trust Dated September 29, 1987"

\_\_\_\_\_  
, City Clerk  
\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
CANDACE CALDER,  
Co-Trustee of the "William and Candace Calder  
Family Trust Dated September 29, 1987"

\_\_\_\_\_  
JOHN ALBERT MALLORY,  
Trustee of the "John Albert Mallory and  
Patricia Gail Mallory 1976 Trust Dated March 1, 1976"

State of California )  
County of San Luis Obispo )

On \_\_\_\_\_, 2014 before me, \_\_\_\_\_,  
Notary Public, personally appeared **T.L. BERRYHILL** and **ALVA SUE BERRYHILL** who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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.

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

State of California )  
County of San Luis Obispo )

On \_\_\_\_\_, 2014 before me, \_\_\_\_\_,  
Notary Public, personally appeared **WILLIAM J.W. CALDER** and **CANDACE CALDER** who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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.

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

State of California )  
County of San Luis Obispo )

On \_\_\_\_\_, 2014 before me, \_\_\_\_\_,  
Notary Public, personally appeared **JOHN ALBERT MALLORY** 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 executed the same in his authorized capacity, and that by his  
signature on the instrument the person, or the entity upon behalf 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.

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

State of California )  
County of San Luis Obispo )

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Notary Public, 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 executed the same in his authorized  
capacity, and that by his signature on the instrument the person, or  
the entity upon behalf of which the person acted, executed the  
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\_\_\_\_\_  
Notary Public



State of California )  
County of San Luis Obispo )

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Notary Public, personally appeared \_\_\_\_\_  
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person whose name is subscribed to the within instrument and  
acknowledged to me that she executed the same in her authorized  
capacity, and that by her signature on the instrument the person, or  
the entity upon behalf 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.

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

EXHIBIT "A"  
EASEMENT FOR INGRESS AND EGRESS PURPOSES FOR THE BENEFIT OF  
"PARCEL A OWNER"

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

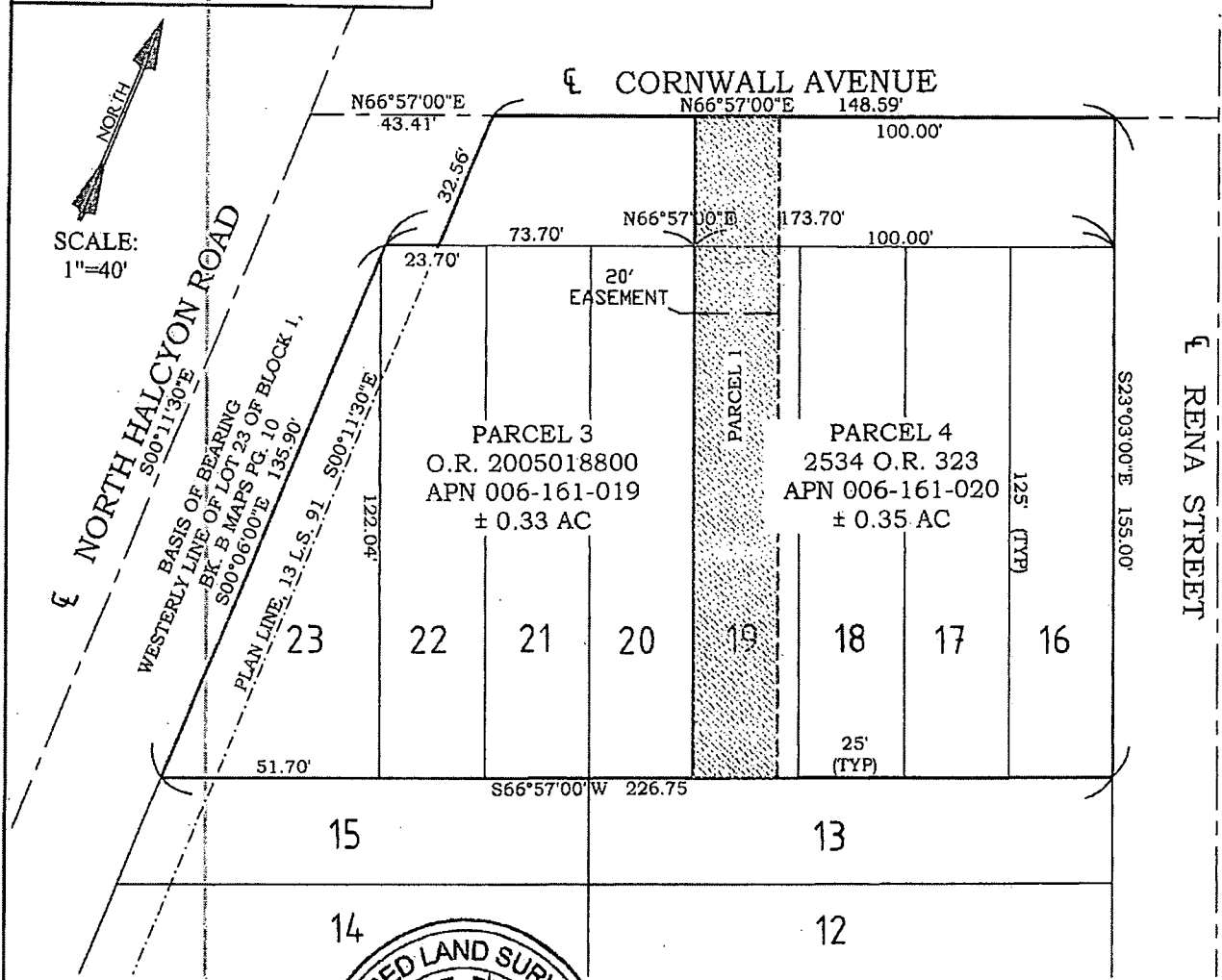
A PORTION OF PARCEL 4, OF THAT CERTAIN GRANT DEED AS DOCUMENT NUMBER 52640, IN BOOK 2534 AT PAGE 323 OF OFFICIAL RECORDS, S.B.B. &M., FILED IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, TOGETHER WITH THAT PORTION OF CORWALL AVENUE BY A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE, A CERTIFIED COPY OF WHICH RECORDED MAY 16, 1989 AS DOCUMENT NUMBER 30686 IN BOOK 3316 AT PAGE 508 OF OFFICIAL RECORDS, S.B.B. &M., FILED IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WESTERLY TWENTY FEET OF PARCEL 4 AS DESCRIBED IN BOOK 2534 AT PAGE 323 OF OFFICIAL RECORDS TOGETHER WITH THE WESTERLY TWENTY FEET OF THAT PORTION OF CORWALL AVENUE AS DESCRIBED IN BOOK 3316 AT PAGE 508 OF OFFICIAL RECORDS.

CONTAINING 0.071 ACRES, MORE OR LESS



EXHIBIT "A" (Page 2)



- REFERENCES:
- R1--B MB 10
  - R2--A MB 56
  - R3--13 L.S. 91
  - D1--O.R. 2005018800
  - D2--2534 O.R. 323
  - D3--3316 O.R. 508



- LEGEND:
- PARCEL BOUNDARY
  - EASEMENT
  - EASEMENT AREA
  - ADJACENT PROPERTY LINES
  - INTERIOR LOT LINES
  - CENTER LINES
  - PLAN LINE

PLAT NOTE:

THIS PLAT DOES NOT CONSTITUTE A LEGAL DESCRIPTION OF THE LOTS OR PARCELS DEPICTED AND DOES NOT SHOW ALL EASEMENTS OF RECORD ON OR AFFECTING SAID LOTS OR PARCELS, AND IS BASED SOLELY ON RECORD DOCUMENTS.

EASEMENT ACROSS PARCEL 4 FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 3.

PARCEL 4 IN BOOK 2534 AT PAGE 323 OF OFFICIAL RECORDS, S.B.B. & M, FILED IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, TOGETHER WITH THAT PORTION OF CORWALL AVENUE AS DESCRIBED IN BOOK 3316 AT PAGE 508 OF OFFICIAL RECORDS.

FOR  
THE CITY OF ARROYO GRANDE, CA  
300 EAST BRANCH ST.  
ARROYO GRANDE, CA 93420  
BY  
GARING TAYLOR & ASSOCIATES  
141 S. ELM ST.  
ARROYO GRANDE, CA 93420

PH: (805) 489-1321      FX: (805) 489-6723  
SEPTEMBER, 2014      SHEET 2 OF 2

EXHIBIT "B"  
EASEMENT FOR INGRESS AND EGRESS PURPOSES FOR THE  
BENEFIT OF "PARCEL B OWNER"

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 3, OF THAT CERTAIN GRANT DEED, DOCUMENT NUMBER 20050018800, S.B.B. &M., FILED IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE-CENTERLINE INTERSECTION OF NORTH HALCYON ROAD AND CORNWALL AVENUE AS DEPICTED ON THAT CERTAIN MAP, BOOK 13 OF LICENSED SURVEYS AT PAGE 9, S.B.B. &M., FILED IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, THENCE LEAVING SAID INTERSECTION, RUNNING ALONG THE CENTERLINE OF CORNWALL AVENUE, NORTH 66°57'00" EAST A DISTANCE OF 43.41 FEET TO A POINT. SAID POINT BEING THE INTERSECTION OF THE CENTERLINE OF CORNWALL AVENUE AND THE NORTH HALCYON PLAN LINE AS DEPICTED ON THAT CERTAIN MAP, BOOK 13 OF LICENSED SURVEYS AT PAGE 9, S.B.B. &M., FILED IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE CENTERLINE OF CORNWALL AVENUE, NORTH 66°57'00" EAST, A DISTANCE OF 48.59 FEET TO A POINT;

THENCE LEAVING CENTERLINE OF CORNWALL AVENUE, SOUTH 23°03'00" EAST, A DISTANCE OF 20.00 FEET TO A POINT;

THENCE SOUTH 66°57'00" WEST, A DISTANCE OF 21.70 FEET MORE OR LESS TO A POINT ON THE NORTH HALCYON PLAN LINE;

THENCE RINNING ALONG THE NORTH AHLCYON PLAN LINE NORTH 00°11'30" EAST, A DISTANCE OF 21.70 FEET, MORE OR LESS, TO THE **TRUE POINT OF BEGINNING**;

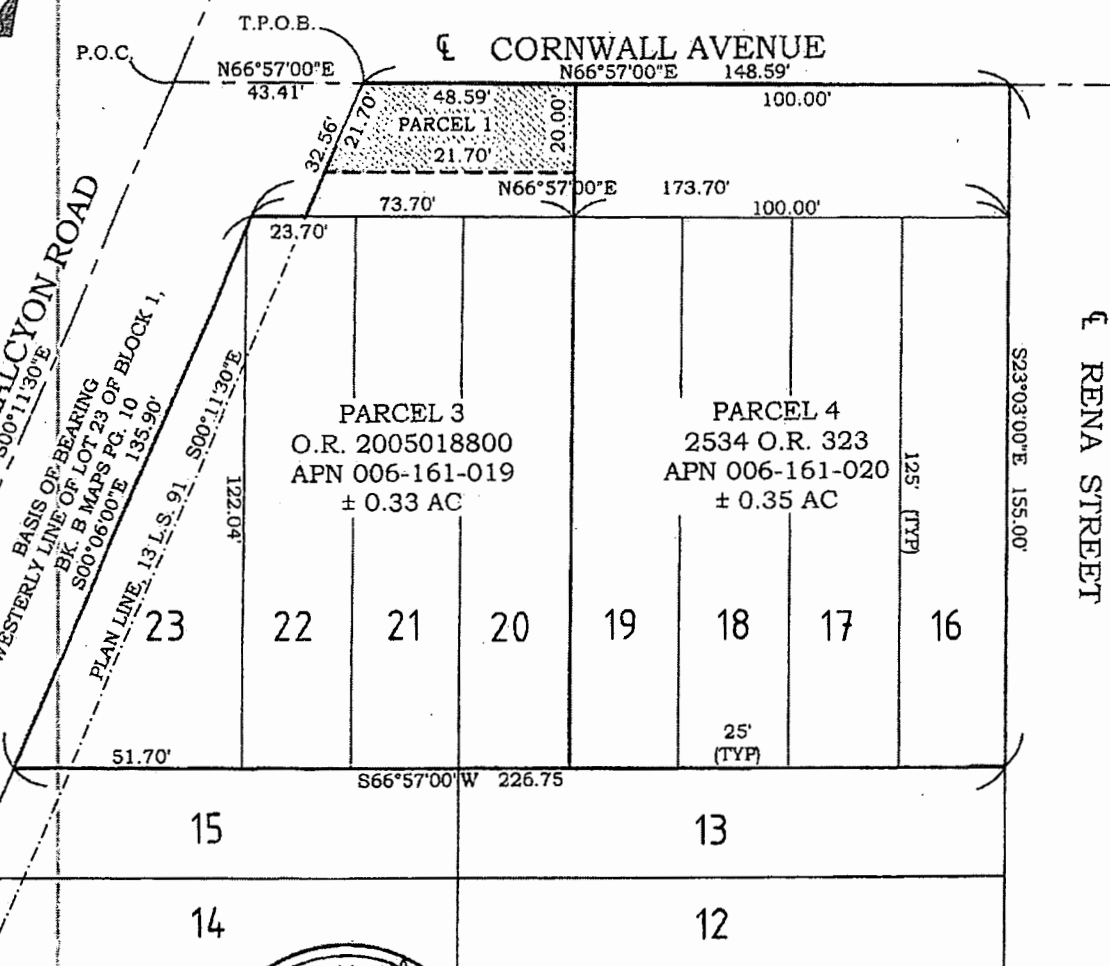
CONTAINING 0.024 ACRES, MORE OR LESS



**EXHIBIT "B" (Page 2)**

**NORTH**  
  
**SCALE:**  
 1"=40'

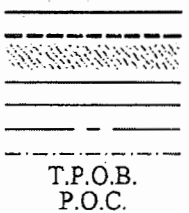
**NORTH HALCYON ROAD**  
 S00°11'30"E  
 WESTERLY LINE OF LOT 23 OF BLOCK 1,  
 BK. B MAPS PG. 10  
 S00°06'00"E 135.90'  
 PLAN LINE 13 L.S. 91  
 S00°11'20"E 122.04'



- REFERENCES:**  
 R1--B MB 10  
 R2--A MB 56  
 R3--13 L.S. 91  
 D1--O.R. 2005018800  
 D2--2534 O.R. 323  
 D3--3316 O.R. 508



- LEGEND:**  
 PARCEL BOUNDARY  
 EASEMENT  
 EASEMENT AREA  
 ADJACENT PROPERTY LINES  
 INTERIOR LOT LINES  
 CENTER LINES  
 PLAN LINE  
 TRUE POINT OF BEGINNING  
 POINT OF COMMENCEMENT



**EASEMENT ACROSS PARCEL 3  
 FOR INGRESS & EGRESS  
 FOR THE BENEFIT OF  
 PARCEL 4.**

PARCEL 3 OF OFFICIAL RECORDS, DOCUMENT  
 NUMBER 2005018800, S.B.B. & M, FILED IN THE  
 COUNTY OF SAN LUIS OBISPO, STATE OF  
 CALIFORNIA

FOR  
 THE CITY OF ARROYO GRANDE, CA  
 300 EAST BRANCH ST.  
 ARROYO GRANDE, CA 93420

BY  
 GARING TAYLOR & ASSOCIATES  
 141 S. ELM ST.  
 ARROYO GRANDE, CA 93420

PH: (805) 489-1321      FX: (805) 489-6723  
 SEPTEMBER, 2014      SHEET 2 OF 2

**PLAT NOTE:**  
 THIS PLAT DOES NOT CONSTITUTE A LEGAL DESCRIPTION OF  
 THE LOTS OR PARCELS DEPICTED AND DOES NOT SHOW ALL  
 EASEMENTS OF RECORD ON OR AFFECTING SAID LOTS OR  
 PARCELS, AND IS BASED SOLELY ON RECORD DOCUMENTS.

RECORDING REQUESTED BY  
AND WHEN RECORDED, MAIL TO:

City of Arroyo Grande  
Attn: City Clerk  
300 E. Branch Street  
Arroyo Grande, CA 93420

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(This Space For Recorder's Use Only)  
Fee Exempt per GC Sections 6103 and 27383

**GRANT OF REVOCABLE LICENSE AND**  
**AGREEMENT AFFECTING REAL PROPERTY**

THIS GRANT OF REVOCABLE LICENSE AND AGREEMENT AFFECTING REAL PROPERTY ("AGREEMENT") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the **CITY OF ARROYO GRANDE**, (the "**CITY**"), a municipal corporation and **T.L. BERRYHILL AND ALVA SUE BERRYHILL, WILLIAM J.W. CALDER AND CANDACE CALDER, AS TRUSTEES OF THE WILLIAM AND CANDACE CALDER FAMILY TRUST DATED SEPTEMBER 29, 1987, AND JOHN ALBERT MALLORY, TRUSTEE OF THE JOHN ALBERT MALLORY AND PATRICIA GAIL MALLORY 1976 TRUST DATED MARCH 1, 1976** (hereinafter referred to collectively as "**LICENSEE**").

WHEREAS, **CITY** is the owner of real property (the "City Property") located at 200 N. Halcyon Rd, Arroyo Grande, California, (APN 006-161-020) which contains a driveway access to Rena Street (the "Driveway") which Driveway is more particularly described in Exhibit "A" and depicted in Exhibit "B", both of which are attached hereto and incorporated herein by this reference. The Driveway is identified as "Parcel 1" in Exhibits "A" and "B"; and

WHEREAS, **LICENSEE** is the owner of certain real property (the "Licensee Property") located at 120 N. Halcyon Rd, Arroyo Grande, California (APN 006-161-019) which is adjacent to the City Property. The Licensee Property is identified as "Parcel 3" and the City Property is identified as "Parcel 4" in Exhibit "B"; and

WHEREAS, **LICENSEE** desires to utilize the Driveway to access Rena Street from the Licensee Property; and

WHEREAS, **CITY** is willing to allow **LICENSEE** to utilize the Driveway, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. **CITY** hereby grants to **LICENSEE** a revocable license to use the Driveway for ingress and egress to the Licensee Property, subject to the terms and conditions contained herein.

2. **LICENSEE** agrees to hold harmless and indemnify **CITY** from any and all liabilities, damages, costs, claims, causes of action, complaints or proceedings of any kind or nature arising or alleged to arise from the use of the Driveway by **LICENSEE**, their agents, guests, invitees, assigns or successors in interest, of any kind.

3. **CITY** may immediately revoke this License without notice for a breach of or failure to comply with any of the terms and conditions set forth herein; **CITY** may revoke this License without cause upon thirty (30) days written notice to **LICENSEE**.

4. This Agreement shall be binding upon the successors in interest of any kind to the property.

5. In the event of legal action to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover their costs, including reasonable attorney fees.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first written above.

**CITY OF ARROYO GRANDE**

**LICENSEE:**

By: \_\_\_\_\_  
STEVEN ADAMS, City Manager\*

\_\_\_\_\_  
T.L BERRYHILL\*

\_\_\_\_\_  
ALVA SUE BERRYHILL\*

**ATTEST:**

\_\_\_\_\_  
KELLY WETMORE, City Clerk

\_\_\_\_\_  
WILLIAM J.W. CALDER, as Trustee of the  
William and Candace Calder Family Trust  
dated September 29, 1987\*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CANDACE CALDER, as Trustee of the  
William and Candace Calder Family Trust  
dated September 29, 1987\*

\_\_\_\_\_  
TIMOTHY J. CARMEL, City Attorney

[\* signatures must be notarized]

\_\_\_\_\_  
JOHN ALBERT MALLORY, as Trustee of the  
John Albert Mallory and Patricia Gail Mallory  
1976 Trust dated March 1, 1976\*



EXHIBIT "A"  
REVOCABLE LICENSE FOR INGRESS AND EGRESS PURPOSES FOR THE  
BENEFIT OF PARCEL 3

PARCEL 1

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SAN  
LUIS OBISPO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 4, OF THAT CERTAIN GRANT DEED AS DOCUMENT  
NUMBER 52640, IN BOOK 2534 AT PAGE 323 OF OFFICIAL RECORDS, S.B.B.  
&M., FILED IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA,  
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY FOURTEEN FEET OF PARCEL 4 OF THAT CERTAIN GRANT  
DEED AS DOCUMENT NUMBER 52640, IN BOOK 2534 AT PAGE 323 OF  
OFFICIAL RECORDS, S.B.B. &M., FILED IN THE COUNTY OF SAN LUIS  
OBISPO, STATE OF CALIFORNIA,

CONTAINING 0.071 ACRES, MORE OR LESS



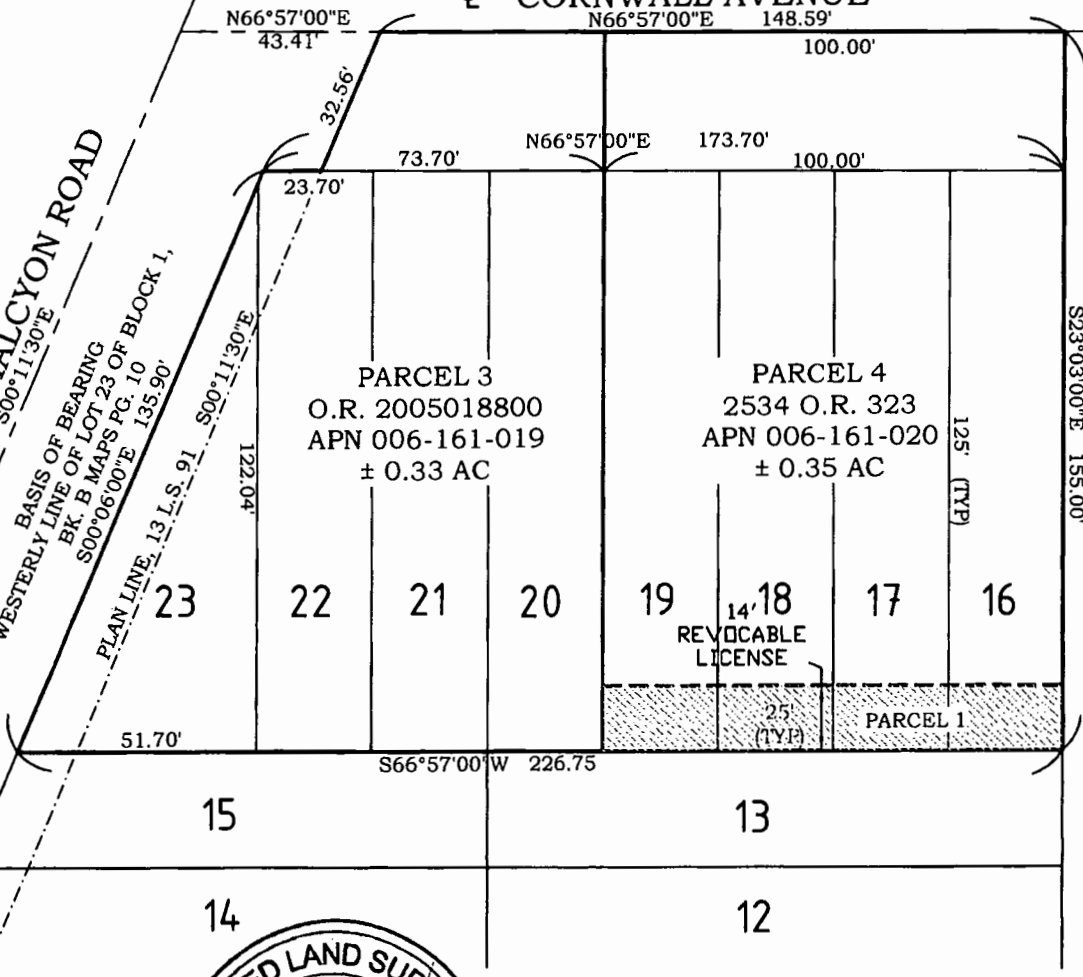
**EXHIBIT "B"**

**NORTH**  
  
**SCALE:**  
 1"=40'

**NORTH HALCYON ROAD**  
 300°11'30"E  
 WESTERLY LINE OF LOT 23 OF BLOCK 1,  
 BK. B MAPS PG. 10  
 300°06'00"E 135.90'  
 PLAN LINE, 13 L.S. 91  
 300°11'30"E 122.04'

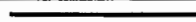

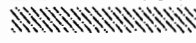


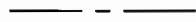
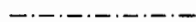
**CORNWALL AVENUE**

**RENA STREET**



- REFERENCES:**  
 R1--B MB 10  
 R2--A MB 56  
 R3--13 L.S. 91  
 D1--O.R. 2005018800  
 D2--2534 O.R. 323  
 D3--3316 O.R. 508



- LEGEND:**
- PARCEL BOUNDARY 
  - EASEMENT 
  - EASEMENT AREA 
  - ADJACENT PROPERTY LINES 
  - INTERIOR LOT LINES 
  - CENTER LINES 
  - PLAN LINE 

**PLAT NOTE:**  
 THIS PLAT DOES NOT CONSTITUTE A LEGAL DESCRIPTION OF THE LOTS OR PARCELS DEPICTED AND DOES NOT SHOW ALL EASEMENTS OF RECORD ON OR AFFECTING SAID LOTS OR PARCELS, AND IS BASED SOLELY ON RECORD DOCUMENTS.

**REVOCABLE LICENSE ACROSS  
 PARCEL 4 FOR INGRESS AND  
 EGRESS FOR THE BENEFIT OF  
 PARCEL 3.**

PARCEL 4 IN BOOK 2534 AT PAGE 323 OF OFFICIAL RECORDS, S.B.B. & M, FILED IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

FOR  
 THE CITY OF ARROYO GRANDE, CA  
 300 EAST BRANCH ST.  
 ARROYO GRANDE, CA 93420

BY  
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 SEPTEMBER, 2014      SHEET 1 OF 1