MEMORANDUM

TO: CITY COUNCIL

FROM: BILL ROBESON, ACTING COMMUNITY DEVELOPMENT DIRECTOR
ROBIN DICKERSON, CITY ENGINEER


DATE: JANUARY 14, 2020

SUMMARY OF ACTION:
Consideration to approve a Subdivision Improvement Agreement, an Agreement Between the City of Arroyo Grande and Castlerock Development Regarding the Acquisition of Certain Easements, an Agreement Between the City of Arroyo Grande and Castlerock Development Regarding the Construction and Maintenance of Offsite Improvements, a Grant of Easement Agreement between Lucia Mar Unified School District and the City of Arroyo Grande, and a Grant of Easement Agreement between Highlands HOA and the City of Arroyo Grande, all relating to Vesting Tract 01-001 (aka Tract 1998).

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:
Castlerock Development Company pays all costs associated with easement acquisition and construction of improvements required for the tract. There will be staff time associated with monitoring the maintenance of the emergency access road and pedestrian path.

RECOMMENDATION:
It is recommended the City Council approve the Subdivision Improvement Agreement, an Agreement Between the City of Arroyo Grande and Castlerock Development Regarding the Acquisition of Certain Easements, an Agreement Between the City of Arroyo Grande and Castlerock Development Regarding the Construction and Maintenance of Offsite Improvements, a Grant of Easement Agreement between Lucia Mar Unified School District and the City of Arroyo Grande, and a Grant of Easement Agreement between the City of Arroyo Grande and Highlands HOA and authorize the City Manager to execute the agreements, subject to minor modifications deemed necessary by the City Manager and City Attorney.
BACKGROUND
Vesting Tentative Tract Map 01-001 (aka Tract 1998) was approved on January 27, 2009 by adoption of City Council Resolution 4156. The subdivider and developer, Castlerock Development Company (“Castlerock”) is seeking to file the final map with the City. This agenda item addresses agreements that need to be in place in order for the final map to be filed and also assure acquisition of easements and construction of required public improvements. The five (5) agreements and their respective purposes are discussed below.

ANALYSIS OF ISSUES
A. Subdivision Improvement Agreement.
Most of the public improvements required to be constructed by the subdivider have not been constructed. The construction of public improvements required as conditions of tentative map approvals is a lengthy and complicated process that may extend long after the final map has been filed. Government Code Section 66462(a) provides a mechanism by which the subdivider may record a final map before completing public improvements by giving assurance to the local agency that the required improvements will be completed. When public improvements required by the tentative map have not been completed, the local agency may not approve the final map unless it requires the subdivider to enter into an agreement to complete the improvements as a condition precedent to final map approval. Attached is a Subdivision Improvement Agreement between the City of Arroyo Grande and Castlerock Development which satisfies the requirements of the Subdivision Map Act (Government Code §66410, et seq.). A faithful performance bond, a labor and materials bond and a warranty bond secure the agreement.

B. Agreement Regarding Easement Acquisition.
Pursuant to Condition of Approval Nos. 11 and 12 of Resolution No. 4156, the developer, Castlerock, is required to acquire certain offsite emergency access and pedestrian public access easements (as well as related slope and drainage easements) across property belonging to the Lucia Mar Unified School District (the Hidden Oaks School site) and the Highlands at Rancho Grande Homeowners’ Association (Lot 224, Tract 1834, Phase 5), and to construct certain public improvements including an emergency access road for the development. The acquisition of said interests in real property for emergency access for the development is essential to provide needed public facilities for the development and to mitigate impacts created by the development.

The developer has been unable to acquire the required easements by negotiated purchase from the Highlands Homeowners Association. The developer intends to file the final map for Tract 01-001 on or before its expiration date of January 27, 2020. Under the Subdivision Map Act, the City may not postpone or refuse approval of the final map because the developer
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failed to meet the final map conditions requiring acquisition of offsite real property interests. Pursuant to Government Code section 66462.5, the City must act within 120 days after the final map is filed to either acquire the easements by negotiation or commence proceedings to acquire the easements by eminent domain. If the City fails to act within that 120 day period, Condition 12 requiring construction of the offsite improvements is waived. Government Code section 66462.5 also authorizes the City to enter into an agreement obligating the developer to pay all costs associated with acquiring the necessary real property interests. Attached is a proposed agreement between the City and the developer that requires the developer to pay all costs of acquiring the necessary easements.

C. Agreement Regarding Construction and Maintenance of Offsite Improvements.
Condition of Approval No. 12 requires the developer to construct the emergency access road and pedestrian path, and the homeowners’ association for Tract 01-001 to maintain the emergency access road and pedestrian path. Also attached is a proposed agreement that implements Condition of Approval No. 12.

D. Grant of Easement Agreements.
The City successfully negotiated with Lucia March Unified School District (“LMUSD”) to obtain the required emergency access easement and public pedestrian path easement through LMUSD’s Hidden Oaks School site. The Grant of Easement Agreement between LMUSD and the City is attached. However, as noted, neither the developer nor the City have been successful in negotiating for the required emergency access easement and public pedestrian path easement from the Highlands Homeowners Association through Lot 224 of Tract 1834, Phase 5. Negotiations are still taking place with the Highlands Homeowners Association and staff is hopeful that an agreement will be reached and that no formal legal action will be necessary. Attached is a proposed Grant of Easement Agreement between the Highlands Homeowners Association and the City.

It is recommended that the City Council approve all five (5) of the proposed agreements and authorize the City Manager to execute them, subject to minor modifications deemed necessary by the City Manager and the City Attorney. As noted, maintenance of the emergency access road and pedestrian path is the sole responsibility of the Meadows at Rancho Grande Homeowners Association for Tract 01-001 and will be administered through an Emergency and Pedestrian Access Maintenance Program (“Maintenance Program”) approved by the City. A copy of the draft Maintenance Program is attached.

ALTERNATIVES:
The following alternatives are provided for the Council’s consideration:
1. Approve the five (5) proposed agreements;
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2. Do not approve the five (5) proposed agreements; or
3. Provide direction to staff.

ADVANTAGES:
Approval of the Subdivision Improvement Agreement will assure completion of all public improvements required by the approval of Vesting Tentative Tract 01-001. Approval of the Agreement Regarding the Acquisition of Certain Easements will ensure the acquisition of required offsite real property interests are paid for by the developer. Approval of the Agreement Regarding the Construction and Maintenance of Offsite Improvements will ensure that the developer constructs and maintains the emergency access road essential to mitigate impacts created by the development. Approval of the Grant of Easement Agreement with LMUSD will secure the required easements through the Hidden Oaks School site. Approval of the Grant of Easement Agreement with the Highlands HOA will provide a mechanism to acquire the necessary easements through Lot 224 of Tract 1834, Phase 5, without the need for legal action. Collectively, these actions assure that the City and developer are in compliance with the Subdivision Map Act.

DISADVANTAGES:
Staff has identified no disadvantage with the recommended actions.

ENVIRONMENTAL REVIEW:
No environmental review is required for this item.

PUBLIC NOTIFICATION AND COMMENTS:
The Agenda was posted at City Hall and on the City’s website in accordance with Government Code Section 54954.2.

Attachments:

1. Subdivision Improvement Agreement
2. An Agreement Between the City of Arroyo Grande and Castlerock Development Regarding the Acquisition of Certain Easements (Emergency Access-Tract 01-001)
3. An Agreement Between the City of Arroyo Grande and Castlerock Development Regarding the Construction and Maintenance of Offsite Improvements (Emergency Access-Tract 01-001)
4. Grant of Easement Agreement (LMUSD and City of Arroyo Grande)
5. Grant of Easement Agreement (Highlands HOA and City of Arroyo Grande)
6. Emergency and Pedestrian Access Maintenance Program
SUBDIVISION IMPROVEMENT AGREEMENT

DATE OF AGREEMENT: January 14, 2020

NAME OF SUBDIVIDER: CASTLEROCK DEVELOPMENT, A CA CORP.  
(referred to as "SUBDIVIDER")

SUBDIVISION MAP NO.: TRACT 01-001 (aka Tract 1998)  
(referred to as "SUBDIVISION")

VESTING TENTATIVE MAP RESOLUTION OF APPROVAL NO.: 4156  
(referred to as "Resolution of Approval")

ESTIMATED TOTAL COST OF IMPROVEMENTS (not incl. monumentation): $1,330,559.00
ESTIMATED TOTAL COST OF MONUMENTATION: $4,000.00

SURETY:

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This Subdivision Improvement Agreement ("Agreement") is made and entered into by and between the CITY OF ARROYO GRANDE, a municipal corporation of the State of California (hereinafter referred to as "CITY") and "SUBDIVIDER."

RECITALS
A. SUBDIVIDER has presented to CITY for approval and recordation, a final map of a proposed subdivision pursuant to provisions of the Subdivision Map Act of the State of California and CITY's ordinances and regulations relating to the filing, approval and recordation of subdivision maps. The Subdivision Map Act and CITY's ordinances and regulations relating to the filing, approval and recordation of subdivision maps are collectively referred to in this Agreement as the "Subdivision Laws."

B. A vesting tentative map of the Subdivision has been approved, subject to the Subdivision Laws and to the requirements and conditions contained in Resolution of Approval No. 4165. The Resolution of Approval is on file in the Office of the Director of Administrative Services and is incorporated into this Agreement by reference.

C. The Subdivision Laws establish as a condition precedent to the approval of a final map that SUBDIVIDER must have complied with the Resolution of Approval and must have either (1) completed, in compliance with applicable CITY standards, all of the improvements and land development work required by the Subdivision Laws or the Resolution of Approval, or (2) have entered into a secured agreement with
CITY to complete the improvements and land development within a period of time specified by CITY.

D. In consideration of approval of a final map for the Subdivision by the City Council, SUBDIVIDER desires to enter into this Agreement, whereby SUBDIVIDER promises to install and complete, at SUBDIVIDER's own expense, all the public improvement work required by CITY in connection with the proposed Subdivision. SUBDIVIDER has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City Attorney.

E. With the exception of the emergency access road and multi-use pedestrian path required to be constructed by SUBDIVIDER pursuant to Condition 12 of Resolution 4156, complete Improvement Plans for the construction, installation and completion of the improvements have been prepared by SUBDIVIDER and approved by the City Engineer. SUBDIVIDER shall promptly prepare improvement plans for the emergency access road and multi-use pedestrian path and submit them to the City Engineer for review and approval. The emergency access road and multi-use pedestrian path are public improvements subject to all terms and conditions of this Agreement. All other Improvement Plans for the subdivision are on file in the Office of the City Engineer and are incorporated into this Agreement by this reference. All references in this Agreement to the Improvement Plans shall include reference to any specifications for the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public improvements and performing land development work in connection with the improvements according to the Improvement Plans has been made and has been approved by the City Engineer. The estimated amount is stated on Page 1 of this Agreement. The basis for the estimate is attached as Exhibit "A" to this Agreement.

G. CITY has adopted standards for the construction and installation of improvements within CITY. The Improvement Plans have been prepared in conformance with the applicable CITY standards in effect on the date of approval of the Resolution of Approval.

H. Prior to completion of the required improvements and their acceptance by CITY, it is necessary that certain monuments and stakes, as specified on the final map for the Subdivision, shall be installed.

I. SUBDIVIDER recognizes that by approval of the final map for Subdivision, CITY has conferred substantial rights upon SUBDIVIDER, including the right to sell, lease, or finance lots within the Subdivision, and has taken the final act necessary to subdivide the property within the Subdivision. As a result, CITY will be damaged to the extent of the cost of installation of the improvements by SUBDIVIDER's failure to perform its obligations under this Agreement, including, but not limited to, SUBDIVIDER's obligation to commence construction of the improvements by the time established in this Agreement. CITY shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of a default by SUBDIVIDER. It is specifically recognized that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the SUBDIVIDER shall be within the sole discretion of CITY.
NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the final map of the Subdivision, SUBDIVIDER and CITY agree as follows:

1. **SUBDIVIDER's Obligations to Construct Improvements.** SUBDIVIDER shall:
   a. Comply with all the requirements of the Resolution of Approval, and any amendments thereto, and with the provisions of the Subdivision Laws. As the time this Agreement is signed there are no amendments to the Resolution of Approval.
   b. Complete, at SUBDIVIDER's own expense, all the public improvement work required on the Vesting Tentative Map and Resolution of Approval in conformance with approved Improvement Plans and the applicable CITY standards as follows:

   All improvements shown on the subdivision’s approved Improvement Plans and/or required by the Conditions of Approval to be constructed, including, but not limited to the following, shall be completed within three (3) years from the date of construction permit issuance for said Improvement Plans:

   i. Grading, drainage and erosion control.
   ii. Undergrounding of existing utilities.
   iii. Public water system.
   iv. Public sewer system.
   v. Public storm water system.
   vi. Private storm water system.
   vii. Private streets and sidewalks.
   viii. Public streets and sidewalks
   ix. Public utility installations.
   x. Landscape and Irrigation.
   xi. Emergency access road and multi-use pedestrian path.

   **SUBDIVIDER** agrees that **CITY** may impose necessary changes to the scope of the improvement work if **CITY** determines that such changes are necessary and incidental to the successful completion and function of the improvements or required to meet applicable **CITY**'s standards.

   c. Furnish the necessary materials for completion of the public improvements in conformity with the Improvement Plans and applicable **CITY** standards.

   d. In accordance with Subdivision Laws acquire and dedicate, or pay the cost of acquisition by **CITY**, of all rights-of-way, easements and other interests in real property for construction or installation of the public improvements, free and clear of all liens and encumbrances. The **SUBDIVIDER**'s obligations with regard to acquisition by **CITY** of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between **SUBDIVIDER** and **CITY**. **SUBDIVIDER** shall also be responsible for obtaining any public or private drainage easements or any required authorization from the property owner to accommodate the Subdivision.

   e. Commence construction of the improvements by the time established in Section 20 of this Agreement and complete the improvements by the
deadline stated in Paragraph 1(b) above, unless a time extension is granted by the CITY as authorized in Section 20.

f. Install all Subdivision monuments required by law prior to the completion and acceptance of the public improvements by CITY.

2. **Acquisition and Dedication of Easements or Rights-of-Way.** If any of the public improvement and land development work contemplated by this Agreement is to be constructed or installed on land not owned by SUBDIVIDER, no construction or installation shall be commenced before:

   a. The offer of dedication to CITY of appropriate rights-of-way, easements or other interest in real property, and any required authorization from the property owner to allow construction or installation of the improvements or work, or

   b. The dedication to, and acceptance by, the CITY of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer, or

   c. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. SUBDIVIDER shall comply in all respects with any order of possession.

3. **Security.** SUBDIVIDER shall at all times guarantee SUBDIVIDER's performance of this Agreement by furnishing to CITY, and maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by CITY for the purposes and in the amounts as follows:

   a. To assure faithful performance of this Agreement in regard to said improvements in an amount of 100% of the estimated cost of the improvements (not including monumentation); and

   b. To secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor, materials for the improvements required to be constructed or installed pursuant to this Agreement in the additional amount of 50% of the estimated cost of the improvements; and

   c. Upon completion of the improvements pursuant to this Agreement and prior to CITY acceptance of said improvements, SUBDIVIDER shall furnish to CITY good and sufficient security in the amount of 10% of the estimated cost of the improvements to guarantee or warranty the work completed for a period of one year from date of said acceptance; and

   d. SUBDIVIDER shall also furnish to CITY good and sufficient security in the amount of 100% of the estimated cost of setting Subdivision monuments as stated previously in this Agreement.

The securities required by this Agreement shall be kept on file with the Director of Administrative Services. The terms of the security documents referenced on Page 1 of this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall be filed with the Director of Administrative Services and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a replacement security with the Director of Administrative Services, the former security shall be released.
4. **Alterations to Improvements Plans.**
a. Any changes, alterations or additions to the improvement plans and specifications or to the improvements, not exceeding 5% of the original estimated cost of the improvement, which are determined by CITY to be necessary and incidental to the successful completion and function of the improvements or required to meet applicable CITY standards, shall not relieve the improvement security given for faithful performance of this Agreement. In the event such changes, alterations, or additions exceed 5% of the original estimated cost of the improvement, SUBDIVIDER shall provide improvement security for faithful performance as required by Paragraph 3 of this Agreement for 100% of the total estimated cost of the improvement as changed, altered, or amended, minus any completed partial releases allowed by Paragraph 6 of this Agreement.

b. SUBDIVIDER shall construct the improvements in accordance with applicable CITY standards in effect at the time of adoption of the Resolution of Approval. CITY reserves the right to modify the standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or comply with applicable State or Federal law.

5. **Inspection.** SUBDIVIDER shall at all times maintain proper facilities and safe access for inspection of the public improvements by CITY inspectors and to the shops wherein any work is in preparation. Upon completion of the work, SUBDIVIDER may request a final inspection by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the authorized representative, determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the public improvements to the City Council. No improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and applicable CITY standards. SUBDIVIDER shall bear all costs of inspection and certification.

6. **Release of Securities.** The securities required by this Agreement shall be released as follows:

a. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection (b) hereof.

b. Security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, six months after the completion and acceptance of the work, be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to the legislative body, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

c. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Paragraph 10, the
warranty period shall not commence until final acceptance of all the work and improvements by the City Council.

d. **CITY** may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees incurred in connection with claims and obligations for which the security was given.

7. **Injury to Public Improvements, Public Property or Public Utilities Facilities.** **SUBDIVIDER** shall replace or have replaced, or repair or have repaired, as the case may be, all public improvements, public utilities facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work required to be performed under this Agreement. **SUBDIVIDER** shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by **CITY** or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

8. **Permits.** **SUBDIVIDER** shall, at **SUBDIVIDER**'s expense, obtain all necessary permits and licenses for the construction and installation of the improvements, give all necessary notices and pay all fees and taxes required by law.

9. **Default of SUBDIVIDER.**
   a. Default of **SUBDIVIDER** shall include, but not be limited to, **SUBDIVIDER**'s failure to timely commence construction required by this Agreement; **SUBDIVIDER**'s failure to timely cure any defect in the improvements; **SUBDIVIDER**'s failure to perform substantial construction work for a period of 60 calendar days after commencement of the work, excluding work halted due to Federal, State, or Local permit restrictions, moratoriums, inclement weather, or other causes outside of the **SUBDIVIDER**'s control; **SUBDIVIDER**'s insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which **SUBDIVIDER** fails to discharge within 30 days; the commencement of a foreclosure action against the Subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or **SUBDIVIDER**'s failure to perform any other obligation under this Agreement.
   b. **CITY** reserves to itself all remedies available to it at law or in equity for breach of **SUBDIVIDER**'s obligations under this Agreement. **CITY** shall have the right, subject to this section, to draw upon or utilize the appropriate security to mitigate **CITY**'s damages in event of default by **SUBDIVIDER** of a duty or obligation secured by such security. The right of **CITY** to draw upon or utilize the security is additional to and not in lieu of any other remedy available to **CITY**. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements and, therefore, **CITY**'s damages for **SUBDIVIDER**'s default shall be measured by the cost of completing the
required improvements. CITY may use the sums provided by the improvement security for the completion of the public improvements in accordance with the improvement plans and specifications contained herein. In the event of SUBDIVIDER's default under this Agreement, SUBDIVIDER authorizes CITY to perform such obligation 20 days after mailing written notice of default to SUBDIVIDER and to SUBDIVIDER's surety, and agrees to pay the entire cost of such performance by CITY. CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of SUBDIVIDER, and SUBDIVIDER's surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby; and, in such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to SUBDIVIDER as may be on the site of the work and necessary for the performance of the work.

c. Failure of SUBDIVIDER to comply with the terms of this Agreement shall constitute consent to the filing by CITY of a notice of violation against all the lots in the Subdivision, or to rescind the approval or otherwise revert the Subdivision to acreage. The remedy provided by this subsection c. is in addition to and not in lieu of other remedies available to CITY. SUBDIVIDER agrees that the choice of remedy or remedies for SUBDIVIDER's breach shall be in the discretion of CITY.

d. In the event that SUBDIVIDER fails to perform any obligation hereunder, SUBDIVIDER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligations, including costs of suit and reasonable attorneys' fees.

e. The failure of CITY to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of SUBDIVIDER.

10. **Warranty**. SUBDIVIDER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final acceptance by the City Council of the work and improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, constructed or caused to be done, furnished, installed or constructed by SUBDIVIDER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, SUBDIVIDER shall without delay and without any cost to CITY, repair or replace, reconstruct, or otherwise correct any defective or otherwise unsatisfactory part or parts of the work or improvement. Should SUBDIVIDER fail to act promptly or in accordance with this Section 10, SUBDIVIDER hereby authorizes CITY, at CITY’s option, to perform the work 20 days after mailing written notice of default to SUBDIVIDER and to SUBDIVIDER’s surety, and agrees to pay the cost of such work by CITY. Should CITY determine that life/safety concerns require corrections, repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, notify SUBDIVIDER as soon as is practical and make the necessary corrections, repairs or replacement or perform the necessary work and
SUBDIVIDER shall pay to CITY the cost of such repairs even if such work, corrections, repairs, or replacement precedes actual notice.

11. **SUBDIVIDER Not Agent of CITY.** Neither SUBDIVIDER nor any of SUBDIVIDER's agents or contractors are or shall be considered to be agents of CITY in connection with the performance of SUBDIVIDER's obligations under this Agreement.

12. **Injury to Work.** Until such time as CITY accepts the improvements, SUBDIVIDER shall be responsible for and bear the risk of loss to any of the improvements constructed or installed. Until such time as all improvements required by this Agreement are fully completed and accepted by CITY, SUBDIVIDER will be responsible for the care, maintenance of, and any damage to such improvements. CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of the cause, happening or occurring to the work or improvements specified in this Agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by SUBDIVIDER.

13. **Other Agreements.** Nothing contained in this Agreement shall preclude CITY from expending monies or taking actions pursuant to agreements concurrently, previously or subsequently executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of CITY ordinances providing therefore, nor shall anything in this Agreement commit CITY to any such apportionment.

14. **SUBDIVIDER's Obligation to Warn Public During Construction.** Until final acceptance of the improvements, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition existent in said improvements, and will take all reasonable actions to protect the public from such dangerous condition.

15. **Vesting of Ownership.** Upon acceptance of the work by CITY and recordation of the Notice of Completion, ownership of the improvements constructed pursuant to this Agreement shall vest in CITY.

16. **Final Acceptance of Work.** Acceptance of the work on behalf of CITY shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all improvements. The City Council shall act upon the Engineer's recommendation within 30 days from the date the City Engineer certifies that the work has been finally completed, as provided in Paragraph 5. Such acceptance shall not constitute a waiver of defects by CITY. Final acceptance of the work shall occur prior to occupancy of the final 10% of the units.

17. **Indemnity/Hold Harmless.** CITY or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of SUBDIVIDER, its agents or employees in the performance of this
Agreement. **SUBDIVIDER** further agrees to protect, indemnify, and hold harmless **CITY**, its officials and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of **SUBDIVIDER**, its agents or employees in the performance of this Agreement, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design or construction of public drainage systems, streets and other public improvements. Acceptance by **CITY** of the improvements shall not constitute an assumption by the **CITY** of any responsibility for any damage or taking covered by this paragraph. **CITY** shall not be responsible for the design or construction of the Subdivision or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by **CITY** in approving the plans or map, unless the particular improvement design was specifically required by **CITY** over written objection by **SUBDIVIDER** submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design. After acceptance of the improvements, **SUBDIVIDER** shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, **SUBDIVIDER** shall not be responsible for routine maintenance, except as otherwise required by the Resolution of Approval. Provisions of this paragraph shall remain in full force and effect for 10 years following the acceptance by **CITY** of improvements. It is the intent of this section that **SUBDIVIDER** shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that **CITY** shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this paragraph.

18. **Sale or Disposition of Subdivision.** Sale or other disposition of the Subdivision will not relieve **SUBDIVIDER** from the obligations set forth herein. **SUBDIVIDER** agrees to notify **CITY** in writing at least 30 days in advance of any actual or pending sale or other disposition of the Subdivision. If **SUBDIVIDER** sells the Subdivision or any portion of the Subdivision to any other person, **SUBDIVIDER** may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, **SUBDIVIDER** may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve **SUBDIVIDER** of the obligations under Paragraph 17 for the work or improvement done by **SUBDIVIDER**.

19. **Time of the Essence.** Time is of the essence of this Agreement.
20. **Time for Commencement of Work/Time Extensions.** SUBDIVIDER shall commence substantial construction of the improvements required by this Agreement not later than twenty-seven (27) months prior to the time for completion. In the event good cause exists as determined by the City Manager, the time for commencement of construction or completion of the improvements hereunder may be extended. The extension shall be made in writing executed by the City Manager. Any such extension may be granted without notice to SUBDIVIDER’s surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle SUBDIVIDER to an extension. Delay, other than delay in the commencement of work, resulting from an act of CITY, or by an act of God, which SUBDIVIDER could not have reasonably foreseen, or by storm or inclement weather which interrupts the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by SUBDIVIDER, shall constitute good cause for an extension of the time for completion. As a condition of such extension, the City Manager may require SUBDIVIDER to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. **No Vesting of Rights.** Performance by SUBDIVIDER of this Agreement shall not be construed to vest SUBDIVIDER’s rights with respect to any change in any zoning or building law or ordinance except as provided for in the Subdivision Laws regarding Vesting Tentative Tract Maps. SUBDIVIDER shall retain any and all vested rights established by the Resolution of Approval.

22. **Notices.** All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with CITY:

<table>
<thead>
<tr>
<th>CITY</th>
<th>SUBDIVIDER</th>
<th>SURETY</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF ARROYO GRANDE</td>
<td>CASTLEROCK DEVELOPMENT</td>
<td></td>
</tr>
<tr>
<td>300 E. BRANCH ST.</td>
<td>A CALIFORNIA CORPORATION</td>
<td></td>
</tr>
<tr>
<td>ARROYO GRANDE, CA 93420</td>
<td>445 GREEN GATE ROAD</td>
<td></td>
</tr>
<tr>
<td>PH: (805) 473-5400</td>
<td>SAN LUIS OBISPO, CA 93401</td>
<td></td>
</tr>
<tr>
<td></td>
<td>PH: 805-546-8100</td>
<td></td>
</tr>
</tbody>
</table>

23. **Severability.** The provisions of this Agreement are severable. If a court of competent jurisdiction holds any portion of this Agreement invalid, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.
24. **Captions.** The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

25. **Litigation or Arbitration.** In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.

26. **Incorporation of Recitals.** The Recitals to this Agreement are true, correct and are hereby incorporated into the terms of this Agreement.

27. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties. In the case of CITY, the appropriate party shall be the City Manager.
IN WITNESS WHEREOF, this Agreement is executed by CITY, by and through its City Manager.

CITY:

CITY OF ARROYO GRANDE BY:

________________________________________
JAMES A. BERGMAN, CITY MANAGER

ATTEST:

________________________________________
KELLY WETMORE, CITY CLERK

APPROVED AS TO FORM:

________________________________________
TIMOTHY J. CARMEL, CITY ATTORNEY

SUBDIVIDER:

BY:
CASTLEROCK DEVELOPMENT, A CALIFORNIA CORPORATION

________________________________________
SIGNATURE
Darren Shetler
PRINT NAME
President
TITLE
AN AGREEMENT BETWEEN THE CITY OF ARROYO GRANDE 
AND CASTLEROCK DEVELOPMENT REGARDING 
THE ACQUISITION OF CERTAIN EASEMENTS 
(EMERGENCY ACCESS—TRACT 01-001)

THIS AGREEMENT is made this 14 day of January, 2020, by and between the City of Arroyo Grande, California, a municipal corporation (hereinafter "City"), and Castlerock Development, a California corporation (hereinafter "Developer").

RECITALS

A. Developer is required, pursuant to Conditions of Approval Nos.11 and 12 of Resolution 4156 dated January 27, 2009, approving Vesting Tentative Tract Map No. 01-001 (aka Tract 1998), to acquire certain emergency access and pedestrian public access easements and construct certain public improvements, including an emergency access road and pedestrian path for the project.

B. The acquisition of said interests in real property (Lot 224, Tract 1834, Unit 5) for the emergency access and pedestrian public access for said tract is essential to provide needed public facilities for the development and to mitigate the public facilities burdens created by the development.

C. Developer has been unable to acquire by a negotiated purchase the required interests in real property for the required improvements and requests that the City assist in the acquisition by exercise of the City's power of eminent domain at the sole and exclusive expense of Developer.

D. This Agreement is authorized by, and is entered into, pursuant to California Government Code Section 66462.5.

E. The interests in real property which are the subject of this Agreement are described in Exhibits "A," "B," "C" and "D," attached hereto and incorporated herein by this reference.
Additional interest in said real property may be necessary to implement the above referenced Conditions of Approval.

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein and of the recitals, it is mutually agreed by and between the parties as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.

2. **Retention of Special Counsel.** City will retain a qualified attorney (Special Counsel) to prepare and file on behalf of the City all documents and pleadings necessary to acquire the required interest in real property either through negotiation or through an action in eminent domain. Said Special Counsel will either be associated with the City Attorney in the eminent domain action, or will independently pursue the eminent domain action on behalf of the City, as the City Attorney determines.

3. **Costs of Acquisition.** Developer agrees to bear all expenses, costs, fees, and charges, including attorneys’, engineers, appraisers or other professional service fees incurred or charged in connection with the acquisition of the real property interests and the preparation and prosecution of the eminent domain action, and City shall assume no responsibility for said expenses. Developer shall deposit the sum of $20,000 with the City immediately upon execution of this Agreement. Developer shall deposit additional funds as may be needed within thirty (30) days of City's written demand. Any unused portion shall be returned to Developer.

4. **No City Funds.** It is understood and agreed that even though the City is party plaintiff, it shall assume no financial responsibility in said eminent domain action. The City agrees to cooperate and assist in commencing and prosecuting said eminent domain action for the purpose of completing same as soon as possible.

5. **Eminent Domain Action.** Developer shall cooperate as reasonably necessary to assure that the eminent domain action is diligently prosecuted to completion. City retains the right to assume primary responsibility for the subject litigation at any time and to prosecute it to completion with all costs and expenses, including attorneys’ fees, to be borne by the Developer.

   a. **Initiation of Action.** It is understood that prior to the initiation of any eminent domain action, it will be necessary for the City in its sole discretion to adopt a resolution of
necessity for the acquisition of the property interests and to make the necessary
findings as required by law. Other than the deposit of funds to cover initial
attorney’s fees and the deposit of probable compensation, the adoption of a
resolution of necessity shall be a condition precedent to any further obligation of
the City herein. City agrees to use due diligence in processing the matter to hearing
before the City Council for adoption of a resolution of necessity.

b. **Possession of Property.** Unless otherwise specifically directed in writing by the City
Attorney, the Special Counsel shall seek and obtain an order for possession for
the real property interests necessary for the improvements and facilities and
comply with the legal procedures necessary therefore before commencement of
any work. The Developer shall be responsible for the deposit of funds, posting of
security, or payment of any costs associated with the order for possession.

c. **Use of Experts.** City shall retain at Developer's sole expense any appraiser,
engineer or other expert witness, as mutually agreed upon by Developer and City,
to provide any necessary appraisal, engineering or other information in a form
suitable for use in connection with said eminent domain action. Any appraiser,
engineer and other expert witness required shall be paid directly out of the above-
referenced deposit made by Developer.

6. **Payment of Judgment or Settlement Costs.** Developer shall pay all amounts, plus interest,
as required as a result of any judgment or settlement in payment for the easements to be
acquired. City shall assume no responsibility for said payments.

7. **Construction of Improvements.** Developer shall, at its sole cost and expense, construct
the emergency access road and public pedestrian path promptly upon the City’s
acquisition of the necessary real property interests.

8. **No Modification.** This Agreement is not intended to amend, modify or supersede any
other agreement that may exist between the parties.

9. **Indemnification.** Developer shall defend, indemnify and hold harmless City from any and
all liability or damages resulting from the performance of this Agreement.

10. **Attorneys’ Fees.** In the event any legal action is commenced to enforce this Agreement,
the prevailing party is entitled to reasonable attorneys’ fees, costs and expenses incurred.
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF ARROYO GRANDE:  

By: ____________________________  
James Bergman, City Manager

CASTLEROCK DEVELOPMENT:  

By: ____________________________  
Darren Shetler, President

ATTEST:  

______________________________  
Kelly Wetmore, City Clerk

APPROVED AS TO FORM:  

______________________________  
Timothy J. Carmel, City Attorney
EXHIBIT A
EMERGENCY ACCESS EASEMENT
Exhibit ‘A’ Legal Description

That portion of Lot 224, Tract 1834, Unit 5 in the City of Arroyo Grande, County of San Luis Obispo, State of California according to the Tract Map recorded December 28, 1999 in Book 19 of Maps at Page 3 in the Recorder’s Office of said County and State described as follows:

A strip of land 20.00 feet wide, lying 10.00 feet on each side of the following described centerline:

Commencing at the east corner of Tract 1998 in said City of Arroyo Grande according to the unrecorded Tract Map currently in progress for said Tract 1998, said corner being the east corner of Lot 16 according to said unrecorded Map, said corner being a 5/8-inch rebar with cap stamped “LS 8769” according to said unrecorded Map, said corner bearing North 72°39′27″ East a distance of 1441.45 feet from the 3/4-inch iron pipe with tag “LS 6729” on the southerly line of said Tract 1998 and said Lot 16 according to said unrecorded Map;

thence along said southerly line South 72°39′27″ West a distance of 105.32 feet to the TRUE POINT OF BEGINNING of said centerline;

thence leaving said southerly line South 75°46′47″ East a distance of 52.27 feet to the beginning of a curve concave southwesterly having a radius of 198.00 feet;

thence southeasterly along said curve through a central angle of 29°14′46″ an arc length of 101.07 feet to the beginning of a reverse curve concave northeasterly having a radius of 752.00 feet;

thence southeasterly along said curve through a central angle of 24°23′05″ an arc length of 320.05 feet to the beginning of a reverse curve concave southwesterly having a radius of 198.00 feet;
thence southeasterly along said curve through a central angle of 26°33'41" an arc
length of 91.79 feet;

thence South 44°21'26" East a distance of 133.31 feet to the beginning of a curve
concave westerly having a radius of 148.00 feet;

thence southerly along said curve through a central angle of 46°42'33" an arc
length of 120.65 feet;

thence South 2°21'08" West a distance of 219.24 feet to the southwesterly line of
Lot 41, Tract 2265 in said City of Arroyo Grande according to the Tract Map
recorded August 23, 2000 in Book 19 of Maps at Page 31 in the Recorder's Office
of said County and State and the POINT OF TERMINATION of said centerline.

The side lines of said strip are to be shortened or lengthened to terminate at the
northwesterly and southeasterly lines of said Lot 224.

EXCEPTING THEREFROM

Any portion of said strip lying within said Lot 41, Tract 2265.

The attached "Exhibit 'A' Map Exhibit "is made part of this description.

______________________________  _______________________
Marc D. Dakos, LS 8769            (Date)
Professional Land Surveyor
EXHIBIT B
PEDESTRIAN ACCESS EASEMENT
Exhibit ‘B’ Legal Description

That portion of Lot 224, Tract 1834, Unit 5 in the City of Arroyo Grande, County of San Luis Obispo, State of California according to the Tract Map recorded December 28, 1999 in Book 19 of Maps at Page 3 in the Recorder’s Office of said County and State described as follows:

A STRIP OF LAND 4.00 FEET WIDE,
the southwesterly line of which is parallel and concentric with and 10.00 feet northeasterly of the following described centerline:

Commencing at the east corner of Tract 1998 in said City of Arroyo Grande according to the unrecorded Tract Map currently in progress for said Tract 1998, said corner being the east corner of Lot 16 according to said unrecorded Map, said corner being a 5/8-inch rebar with cap stamped "LS 8769" according to said unrecorded Map, said corner bearing North 72°39’27” East a distance of 1441.45 feet from the 3/4-inch iron pipe with tag "LS 6729" on the southerly line of said Tract 1998 and said Lot 16 according to said unrecorded Map;

thence along said southerly line South 72°39’27” West a distance of 105.32 feet to the TRUE POINT OF BEGINNING of said centerline;

thence leaving said southerly line South 75°46’47” East a distance of 52.27 feet to the beginning of a curve concave southwesterly having a radius of 198.00 feet;

thence southeasterly along said curve through a central angle of 29°14’46” an arc length of 101.07 feet to the beginning of a reverse curve concave northeasterly having a radius of 752.00 feet;

thence southeasterly along said curve through a central angle of 24°23’05” an arc length of 320.05 feet to the beginning of a reverse curve concave southwesterly having a radius of 198.00 feet;
thence southeasterly along said curve through a central angle of 26°33′41″ an arc length of 91.79 feet;

thence South 44°21′26″ East a distance of 133.31 feet to the beginning of a curve concave westerly having a radius of 148.00 feet;

thence southerly along said curve through a central angle of 46°42′33″ an arc length of 120.65 feet;

thence South 2°21′08″ West a distance of 219.24 feet to the southwesterly line of Lot 41, Tract 2265 in said City of Arroyo Grande according to the Tract Map recorded August 23, 2000 in Book 19 of Maps at Page 31 in the Recorder’s Office of said County and State and the POINT OF TERMINATION of said centerline.

The side lines of said strip are to be shortened or lengthened to terminate at the northwesterly and southeasterly lines of said 224.

EXCEPTING THEREFROM
Any portion lying within said Lot 41, Tract 2265.

The attached "Exhibit 'B' Map Exhibit " is made part of this description.

Marc D. Dakos, LS 8769 (Date)
Professional Land Surveyor
**EXHIBIT 'B'**

**MAP EXHIBIT**

**HILLIKER & WOODBURY TRACT**

**B/MB/78**

(CC# 1992-049136)

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**LINE TABLE**

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**CURVE TABLE**

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<td>C4</td>
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<td>120.65'</td>
<td>46°42'33&quot;</td>
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</tbody>
</table>

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**LEGEND**

POC = POINT OF COMMENCEMENT
TPOBC = TRUE POINT OF BEGINNING OF DESCRIBED CENTERLINE
POTC = POINT OF TERMINATION OF DESCRIBED CENTERLINE

- **5/8" REBAR WITH CAP STAMPED "LS 8769"**
- **3/4" IRON PIPE WITH TAG "LS 6729"**
EXHIBIT C
SLOPE AND DRAINAGE EASEMENT
7C (APN 007-781-060)

Exhibit ‘C’ Legal Description

That portion of Lot 224, Tract 1834, Unit 5 in the City of Arroyo Grande, County of San Luis Obispo, State of California according to the Tract Map recorded December 28, 1999 in Book 19 of Maps at Page 3 in the Recorder’s Office of said County and State described as follows:

Bounded southerly by a line which is parallel and concentric with and 14.00 feet northerly of the following described centerline:

Commencing at the east corner of Tract 1998 in said City of Arroyo Grande according to the unrecorded Tract Map currently in progress for said Tract 1998, said corner being the east corner of Lot 16 according to said unrecorded Map, said corner being a 5/8-inch rebar with cap stamped “LS 8769” according to said unrecorded Map, said corner bearing North 72° 39' 27" East a distance of 1441.45 feet from the 3/4-inch iron pipe with tag “LS 6729” on the southerly line of said Tract 1998 and said Lot 16 according to said unrecorded Map;

thence along said southerly line South 72° 39' 27" West a distance of 105.32 feet to the TRUE POINT OF BEGINNING of said centerline;

thence leaving said southerly line South 75° 46' 47" East a distance of 52.27 feet to the beginning of a curve concave southerly having a radius of 198.00 feet;

thence southeasterly along said curve through a central angle of 29° 14' 46" an arc length of 101.07 feet to the beginning of a reverse curve concave northeasterly having a radius of 752.00 feet;

thence southeasterly along said curve through a central angle of 24° 23' 05" an arc length of 320.05 feet to the beginning of a reverse curve concave southerly having a radius of 198.00 feet;
thence southeasterly along said curve through a central angle of 26°33'41" an arc length of 91.79 feet;

thence South 44°21'26" East a distance of 133.31 feet to the beginning of a curve concave westerly having a radius of 148.00 feet;

thence southerly along said curve through a central angle of 46°42'33" an arc length of 120.65 feet;

thence South 2°21'08" West a distance of 219.24 feet to the southwesterly line of Lot 41, Tract 2265 in said City of Arroyo Grande according to the Tract Map recorded August 23, 2000 in Book 19 of Maps at Page 31 in the Recorder's Office of said County and State and the POINT OF TERMINATION of said centerline.

Bounded northeasterly by the following described line (LINE "N"):

Commencing at the east corner of Tract 1998 in said City of Arroyo Grande according to the unrecorded Tract Map currently in progress for said Tract 1998, said corner being the east corner of Lot 16 according to said unrecorded Map, said corner being a 5/8-inch rebar with cap stamped "LS 8769" according to said unrecorded Map, said corner bearing North 72°39'27" East a distance of 1441.45 feet from the 3/4-inch iron pipe with tag "LS 6729" on the southerly line of said Tract 1998 and said Lot 16 according to said unrecorded Map;

thence along said southerly line South 72°39'27" West a distance of 61.28 feet to the TRUE POINT OF BEGINNING of said LINE "N";

thence leaving said southerly line South 80°12'35" East a distance of 20.43 feet to the beginning of a curve concave southwesterly having a radius of 250.00 feet;

thence southeasterly along said curve through a central angle of 27°17'15" an arc length of 119.06 feet;

thence South 52°55'20" East a distance of 29.57 feet to the beginning of a curve concave northeasterly having a radius of 167.80 feet;

thence southeasterly along said curve through a central angle of 22°21'37" an arc length of 65.49 feet to the beginning of a non-tangent compound curve concave northeasterly having a radius of 567.28 feet to which a radial line bears South 45°45'03" West;
thence southeasterly along said curve through a central angle of 21°18'30" an arc length of 210.97 feet;

thence South 65°33'26" East a distance of 14.42 feet to the beginning of a curve concave southwesterly having a radius of 223.00 feet;

thence southeasterly along said curve through a central angle of 21°12'01" an arc length of 82.51 feet;

thence South 44°21'26" East a distance of 133.31 feet to the beginning of a curve concave westerly having a radius of 173.00 feet;

thence southerly along said curve through a central angle of 46°42'33" an arc length of 141.04 feet;

thence South 2°21'08" West a distance of 235.56 feet to the southwesterly line of said Lot 41, Tract 2265 and the POINT OF TERMINATION of said LINE "N".

Excepting therefrom any portion within said Lot 41.

The attached "Exhibit 'C' Map Exhibit " is made part of this description.

______________________________
Marc D. Dakos, LS 8769            (Date)
Professional Land Surveyor
EXHIBIT 'C'
MAP EXHIBIT

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CURVE TABLE

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LEGEND

POC POINT OF COMMENCEMENT
POTC POINT OF TERMINATION OF LINE "N"
POTCN TRUE POINT OF BEGINNING OF LINE "N"
POTN TRUE POINT OF BEGINNING OF DESCRIBED CENTERLINE
TPOBC TRUE POINT OF BEGINNING OF DESCRIBED CENTERLINE
TPOBN POINT OF TERMINATION OF LINE "N"
• 5/8" REBAR WITH CAP STAMPED "LS 8769"
○ 3/4" IRON PIPE WITH TAG "LS 6729"
EXHIBIT D
SLOPE AND DRAINAGE EASEMENT
Exhibit ‘D’ Legal Description

That portion of Lot 224, Tract 1834, Unit 5 in the City of Arroyo Grande, County of San Luis Obispo, State of California according to the Tract Map recorded December 28, 1999 in Book 19 of Maps at Page 3 in the Recorder’s Office of said County and State described as follows:

Bounded northeasterly by a line which is parallel and concentric with and 10.00 feet southwesterly of the following described centerline:

Commencing at the east corner of Tract 1998 in said City of Arroyo Grande according to the unrecorded Tract Map currently in progress for said Tract 1998, said corner being the east corner of Lot 16 according to said unrecorded Map, said corner being a 5/8-inch rebar with cap stamped “LS 8769” according to said unrecorded Map, said corner bearing North 72°39'27" East a distance of 1441.45 feet from the 3/4-inch iron pipe with tag “LS 6729” on the southerly line of said Tract 1998 and said Lot 16 according to said unrecorded Map;

thence along said southerly line South 72°39'27" West a distance of 105.32 feet to the TRUE POINT OF BEGINNING of said centerline;

thence leaving said southerly line South 75°46'47" East a distance of 52.27 feet to the beginning of a curve concave southwesterly having a radius of 198.00 feet;

thence southeasterly along said curve through a central angle of 29°14'46" an arc length of 101.07 feet to the beginning of a reverse curve concave northeasterly having a radius of 752.00 feet;

thence southeasterly along said curve through a central angle of 24°23'05" an arc length of 320.05 feet to the beginning of a reverse curve concave southwesterly having a radius of 198.00 feet;
thence southeasterly along said curve through a central angle of 26°33'41" an arc length of 91.79 feet;

thence South 44°21'26" East a distance of 133.31 feet to the beginning of a curve concave westerly having a radius of 148.00 feet;

thence southerly along said curve through a central angle of 46°42'33" an arc length of 120.65 feet;

thence South 2°21'08" West a distance of 219.24 feet to the southwesterly line of Lot 41, Tract 2265 in said City of Arroyo Grande according to the Tract Map recorded August 23, 2000 in Book 19 of Maps at Page 31 in the Recorder’s Office of said County and State and the POINT OF TERMINATION of said centerline.

Bounded southwesterly by the following described line (LINE "S"):

Commencing at the east corner of Tract 1998 in said City of Arroyo Grande according to the unrecorded Tract Map currently in progress for said Tract 1998, said corner being the east corner of Lot 16 according to said unrecorded Map, said corner being a 5/8-inch rebar with cap stamped “LS 8769” according to said unrecorded Map, said corner bearing North 72°39'27" East a distance of 1441.45 feet from the 3/4-inch iron pipe with tag “LS 6729” on the southerly line of said Tract 1998 and said Lot 16 according to said unrecorded Map;

thence along said southerly line South 72°39'27" West a distance of 173.21 feet to the TRUE POINT OF BEGINNING of said LINE "S";

thence leaving said southerly line South 85°46'47" East a distance of 56.62 feet;

thence South 75°06'06" East a distance of 38.48 feet to the beginning of a curve concave southwesterly having a radius of 175.00 feet;

thence southeasterly along said curve through a central angle of 31°48'30" an arc length of 97.15 feet;

thence South 43°17'36" East a distance of 116.11 feet to the beginning of a non-tangent curve concave northerly having a radius of 880.51 feet to which a radial line bears South 28°18'21" West;
thence easterly along said curve through a central angle of 14°44'34" an arc length of 226.56 feet to the beginning of a reverse curve concave southwesterly having a radius of 146.50 feet;

thence southeasterly along said curve through a central angle of 32°04'48" an arc length of 82.03 feet;

thence South 44°21'26" East a distance of 133.31 feet to the beginning of a curve concave westerly having a radius of 128.00 feet;

thence southerly along said curve through a central angle of 46°42'33" an arc length of 104.35 feet;

thence South 2°21'08" West a distance of 206.19 feet to the southwesterly line of said Lot 41 and the POINT OF TERMINATION of said LINE "S".

EXCEPTING THEREFROM
Any portion lying within said Lot 41, Tract 2265.

The attached "Exhibit 'D' Map Exhibit "is made part of this description.

Marc D. Dakos, LS 8769                      (Date)
Professional Land Surveyor
EXHIBIT 'D'
MAP EXHIBIT

LINE TABLE

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CURVE TABLE

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<td>C13</td>
<td>128.00'</td>
<td>104.35'</td>
<td>46°42'33&quot;</td>
</tr>
</tbody>
</table>

LEGEND

POC POINT OF COMMENCEMENT
TPOBC TRUE POINT OF BEGINNING OF DESCRIBED CENTERLINE
TPOBS TRUE POINT OF BEGINNING
POTC POINT OF TERMINATION OF DESCRIBED CENTERLINE
POTS POINT OF TERMINATION
  • 5/8" REBAR WITH CAP STAMPED "LS 8769"
  Ø 3/4" IRON PIPE WITH TAG "LS 6729"
AN AGREEMENT BETWEEN THE CITY OF ARROYO GRANDE
AND CASTLEROCK DEVELOPMENT REGARDING
THE CONSTRUCTION AND MAINTENANCE OF OFFSITE IMPROVEMENTS
(EMERGENCY ACCESS—TRACT 01-001)

THIS AGREEMENT is made this ___ day of __________, 2020, by and between the City of Arroyo Grande, California, a municipal corporation (hereinafter "City"), and Castlerock Development, a California corporation (hereinafter "Developer").

RECITALS

A. Developer is required, pursuant to Conditions of Approval Nos. 11 and 12 of Resolution 4156 dated January 27, 2009, approving Vesting Tentative Tract Map No. 01-001 (aka Tract 1998), to acquire certain emergency access and pedestrian public access easements and construct and maintain certain public improvements, including an emergency access road and pedestrian path for the project.

B. The acquisition of said interests in real property for the emergency access and pedestrian public access for said tract is essential to provide needed public facilities for the development and to mitigate the public facilities burdens created by the development.

C. Developer has been unable to acquire by a negotiated purchase the required interests in real property for the required improvements and requests that the City assist in the acquisition by exercise of its power of eminent domain at the sole and exclusive expense of Developer.

D. Since acquisition of the interests in real property necessary to construct the emergency access road and multi-use/pedestrian path will likely be by eminent domain and has therefore delayed their construction, Developer and City desire to enter into this Agreement in order to
provide for their construction and maintenance and to satisfy the requirements forth in Condition 12 of Resolution 4156.

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein and of the recitals, it is mutually agreed by and between the parties as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.

2. **Improvement Plans.** Developer shall promptly prepare improvement plans for the twenty-four foot (24’) wide emergency access road and four foot (4’) wide multi-use pedestrian path, and submit them to the City Engineer for review and approval within sixty (60) days of the date of this Agreement.

3. **Subdivision Improvement Agreement.** Developer agrees that the construction of the paved twenty-four foot (24’) emergency access road and multi-use pedestrian path, as set forth in Condition 12 of Resolution 4156, shall be part of the requirements for the construction of improvements contained in the Subdivision Improvement Agreement for Vesting Tentative Tract Map No. 01-001, and will be subject to all of the terms and conditions of that Agreement.

4. **Maintenance.** Developer agrees that the maintenance of the emergency access road and multi-use pedestrian path shall be the responsibility of the property owners of Vesting Tentative Tract 01-001 as part of the Homeowners Association (HOA) that will be formed for the project and its Covenants, Conditions and Restrictions. Maintenance of the emergency access road and multi-use pedestrian path shall be administered and performed pursuant to a recorded Emergency and Pedestrian Access Maintenance Program. A cost and schedule provision shall be included in the plans and specifications and reports necessary for the formation of the HOA.

5. **No Modification.** This Agreement is not intended to amend, modify or supersede any other agreement that may exist between the parties.

6. **Indemnification.** Developer shall defend, indemnify and hold harmless City from any and all liability or damages resulting from the performance of this Agreement.

7. **Attorneys’ Fees.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorneys’ fees, costs and expenses incurred.
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF ARROYO GRANDE:  
By: ____________________________  
James Bergman, City Manager

CASTLEROCK DEVELOPMENT:  
By: ____________________________  
Darren Shetler, President

ATTEST:

__________________________________
Kelly Wetmore, City Clerk

APPROVED AS TO FORM:

__________________________________
Timothy J. Carmel, City Attorney
GRANT OF EASEMENT AGREEMENT

THIS GRANT OF EASEMENT AGREEMENT ("Agreement") is made and entered into between the LUCIA MAR UNIFIED SCHOOL DISTRICT, a California public school district duly organized and existing under the laws of the State of California, hereinafter referred to as "GRANTOR" and CITY OF ARROYO GRANDE, a Municipal Corporation, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, GRANTOR is the owner of certain real property located in Arroyo Grande, California, and referred to as San Luis Obispo County Assessor’s Parcel No. 007-070-007, and more particularly described as that portion of Lot 41, Tract 2265 in the City of Arroyo Grande, County of San Luis Obispo, State of California according to the Tract Map recorded August 23, 2000 in Book 19 of Maps at Page 31 in the Recorder’s Office of said County ("GRANTOR’S PROPERTY"); and

WHEREAS, GRANTEE seeks easements in GRANTOR’S PROPERTY for emergency access, pedestrian access and slope and drainage; and

WHEREAS, GRANTOR has agreed to grant such easements subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

SECTION 1. GRANT OF EASEMENT.

GRANTOR does hereby grant to GRANTEE the easements described as follows:

A. EMERGENCY ACCESS EASEMENT. A permanent, non-exclusive easement and public right-of-way for emergency access over the Easement Area described in Exhibit
“A”, attached hereto and incorporated herein, for the benefit of and use by the Grantee, the Five Cities Fire Authority and any emergency services agency and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to premises, owners, occupants and invitees thereof. Grantee shall have the right to install, maintain, repair and replace a paved roadway in the Easement Area. Grantor acknowledges that the actual extent of the improvements may vary slightly due to variable site conditions. The foregoing easement shall in no way be construed as a dedication of any roadways to the public.

B. PEDESTRIAN ACCESS EASEMENT. A permanent, non-exclusive easement and public right-of-way for pedestrian access over the Easement Area described in Exhibit “B”, attached hereto and incorporated herein, for the benefit of and use by the general public. Said easement shall be for the purpose of installing, maintaining, repairing and replacing the access, and for public ingress, egress and recreational use of the access. Grantor acknowledges that the actual extent of the improvements may vary slightly due to variable site conditions.

C. SLOPE, DRAINAGE AND CONSTRUCTION EASEMENTS. A permanent, non-exclusive easement and right-of-way to access and construct the necessary improvements for the Emergency Access and Pedestrian Access, including but not limited to slope construction and drainage improvements over the Easement Area described in Exhibit “C”, attached hereto and incorporated herein, for the benefit of and use by the Grantee. Said easement shall be for the purpose of constructing and maintaining the slopes and drainage improvements described in Exhibit “C”.

D. TEMPORARY CONSTRUCTION EASEMENT. A temporary, non-exclusive easement and right-of-way to access and construct the necessary improvements for the Emergency Access and Pedestrian Access, including but not limited to slope construction, over the Easement Area described in Exhibit “D”, attached hereto and incorporated herein, for the benefit of and use by Grantee. Said easement shall be for the purpose of constructing the slopes described in Exhibit “D”. This easement shall terminate upon the completion of construction.

E. The easements described in Section 1A, 1B, 1C and 1D, above, shall be collectively referred to as the “EASEMENTS”. The Easement Areas described in Sections 1A, 1B, 1C and 1D, above, shall collectively be referred to as the “EASEMENT AREAS”.

SECTION 2. LIMITATIONS ON EASEMENTS.

A. References herein to GRANTOR and GRANTEE shall include GRANTOR’S and GRANTEE’S successors in interest.

B. The EASEMENTS granted herein are subject to all existing easements, covenants, conditions, and restrictions recorded against GRANTOR’S PROPERTY.
C. It is understood and agreed that the EASEMENTS granted herein do not constitute a conveyance of a fee interest in GRANTOR'S PROPERTY or of the minerals therein and thereunder.

D. The EASEMENTS granted herein are on an "AS-IS" basis and GRANTOR makes no representation or warranty of any kind regarding the condition of GRANTOR'S PROPERTY or the EASEMENT AREAS.

SECTION 3. RETENTION OF RIGHTS.

GRANTOR retains for itself and its successors and assigns all rights and uses that do not unreasonably interfere with the rights granted herein to GRANTEE.

SECTION 4. PLANS AND SPECIFICATION FOR THE EASEMENT IMPROVEMENTS.

GRANTEE, or its agents, shall be responsible, at its sole cost, for the preparation of plans and specifications for any work associated with GRANTEE'S, or its agents', contractors', invitees' or members of the general public, including, without limitation, THE MEADOWS AT RANCHO GRANDE HOMEOWNERS' ASSOCIATION'S, use of the EASEMENT AREA. After completion of all improvements within the EASEMENT AREAS, GRANTEE will provide, at its sole cost, "as built" drawings for the easement improvements to the GRANTOR.

SECTION 5. MAINTENANCE OF EASEMENT AREA.

GRANTEE, at no cost to GRANTOR, shall maintain, or cause to be maintained, all easement improvements and the EASEMENT AREA in good condition and repair, and shall repair all damage at no cost to the GRANTOR.

SECTION 6. INSURANCE.

A. Public Liability And Property Damage. GRANTEE agrees to maintain in full force and effect throughout its use of the EASEMENTS including, without limitation, a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with GRANTEE'S use of the EASEMENTS. Such insurance shall be in amounts not less than $2,000,000 for injury to or death of one or more persons as a result of any one accident or incident; and $2,000,000 for property damage.

B. Automobile Liability. GRANTEE also agrees to maintain in full force and effect with regard to any vehicles which GRANTEE brings onto the EASEMENT AREAS a suitable policy or policies of automobile liability insurance with a combined single limit of $1,000,000 per accident.

C. Workers' Compensation. GRANTEE shall also maintain, in full force and effect throughout the duration, Workers' Compensation insurance in accordance with the laws of
California, and employers' liability insurance with a limit of not less than $1,000,000 per employee and $1,000,000 per occurrence.

D. Professional Liability. With respect to any architectural or engineering work, GRANTEE, or its agents and/or consultants, must obtain professional liability insurance, including contractual liability, with limits of $2,000,000 per occurrence.

E. Notice: Additional Named Insureds. All insurance required under this EASEMENT shall be issued by the California Joint Powers Insurance Authority. All insurance shall be insured as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties hereto before cancellation or change in coverage, scope or amount of any policy. The GRANTOR, its directors, officers, agents, employees and consultants, shall be designated as additional named insureds on insurance set forth in this Section, Paragraphs (A) and (B).

SECTION 7. INDEMNITY.

A. GRANTEE and its successors and assigns shall indemnify, protect, defend and hold harmless GRANTOR and its successors and assigns from and against any and all actual or potential claims, liens, actions, demands, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including, without limitation, reasonable attorneys’ fees, litigation expenses and court costs) of every kind and character, other than as such arises from the active negligence or willful misconduct of GRANTOR, its employees or agents, including, without limitation, on account of death, injury or damage to persons or property, arising out of, or caused, in whole or in part, by:

(i) GRANTEE’S, or its agents’, contractors’, invitees’, and/or THE MEADOWS AT RANCHO GRANDE HOMEOWNERS’ ASSOCIATION’S, or its agents’, contractors’, invitees’ activities within the EASEMENT AREAS in relation to implementation of the easement improvements;

(ii) GRANTEE’S, or its agents’, contractors’, invitees’, and/or THE MEADOWS AT RANCHO GRANDE HOMEOWNERS’ ASSOCIATION’S, or its agents’, contractors’, invitees’ use of the EASEMENT AREAS;

(iii) Use of or access to EASEMENTS by members of the general public.

B. GRANTOR and its successors and assigns shall indemnify, protect, defend and hold harmless GRANTEE and its successors and assigns from and against any and all actual or potential claims, liens, actions, demands, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including, without limitation, reasonable attorneys’ fees, litigation expenses and court costs) of every kind and character, including, without limitation, on account of death, injury or damage to persons or property, arising out of the active negligence or willful misconduct of GRANTOR, its employees or agents with respect to the EASEMENTS or the EASEMENT AREAS.
SECTION 8. SUCCESSORS, MISCELLANEOUS.

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of GRANTOR and GRANTEE. GRANTEE shall not assign, transfer or convey any of its rights and/or obligations under this Agreement. This Agreement contains the entire agreement between the parties relating to the rights granted herein and the Agreement obligations assumed hereby and may only be modified by a written agreement executed by all parties hereto and recorded in the official records of the County of San Luis Obispo.

SECTION 9. NOTICE.

Any notice which a party is required or may desire to give the other shall be in writing and shall be sent either: (a) by United States registered or certified mail, return receipt requested, postage prepaid; or (b) by a generally recognized overnight carrier providing proof of delivery. Any such notice shall be addressed to a party at the party’s address appearing below. Any party may change its address for notice at any time by written notice in accordance with this Section.

LUCIA MAR UNIFIED SCHOOL DISTRICT
602 Orchard Street
Arroyo Grande, California 93420
Attention: Assistant Superintendent of Business Services

CITY OF ARROYO GRANDE
300 East Branch Street
Arroyo Grande, California 93420
Attention: City Clerk

SECTION 10. ATTORNEY’S FEES.

In the event any action or suit is brought by a party against another party by reason of the breach of any of the covenants or agreements set forth in this Agreement or any other dispute between the parties concerning this Agreement, each party shall be responsible for its own attorney’s fees and costs.

SECTION 11. GOVERNING LAW.

This Agreement shall be governed and construed in accordance with the laws of the State of California.
SECTION 12. PARTIAL INVALIDITY.

The invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order, shall in no way effect any of the other provisions hereof, or the application thereof to any other person, and the same shall remain in full force and effect to the maximum extent possible.

SECTION 13. COMPLIANCE WITH APPLICABLE LAW.

GRANTEE shall comply with all laws, ordinances, rules, and regulations applicable to the design or construction of the Work enacted or promulgated by any public or governmental authority or agency, having jurisdiction over the EASEMENT AREAS, including, without any limitation, licensing requirements.

SECTION 14. PROVISIONS REQUIRED BY LAW.

Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

SECTION 15. RECITALS.

The Recitals are incorporated into this Agreement as though fully set out herein.

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SECTION 16. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ___ day of ________________, 2019.

LUCIA MAR UNIFIED SCHOOL DISTRICT

Name ________________________________

Title Jim Empey, Assistant Superintendent, Business Services

CITY OF ARROYO GRANDE

Name ________________________________

Title ________________________________

Approved as to form:

ATKINSON, ANDELMAN, LOYA, RUUD & ROMO

Lisa R. Allred, Esq.
Attorneys for Lucia Mar Unified School District

Approved as to form:

CITY OF ARROYO GRANDE

City Attorney

Name ________________________________

Title ________________________________
EXHIBIT A
EMERGENCY ACCESS EASEMENT
1A (APN 007-070-007)

Exhibit 'A' Legal Description

That portion of Lot 41, Tract 2265 in the City of Arroyo Grande, County of San Luis Obispo, State of California according to the Tract Map recorded August 23, 2000 in Book 19 of Maps at Page 31 in the Recorder's Office of said County and State described as follows:

A strip of land 20.00 feet wide, lying 10.00 feet on each side of the following described centerline:

Commencing at the east corner of Tract 1998 in said City of Arroyo Grande according to the unrecorded Tract Map currently in progress for said Tract 1998, said corner being the east corner of Lot 16 according to said unrecorded Map, said corner being a 5/8-inch rebar with cap stamped "LS 8769" according to said unrecorded Map, said corner bearing North 72°39'27" East a distance of 1441.45 feet from the 3/4-inch iron pipe with tag "LS 6729" on the southerly line of said Tract 1998 and said Lot 16 according to said unrecorded Map;

thence along said southerly line South 72°39'27" West a distance of 105.32 feet to the TRUE POINT OF BEGINNING of said centerline;

thence leaving said southerly line South 75°46'47" East a distance of 52.27 feet to the beginning of a curve concave southwesterly having a radius of 198.00 feet;

thence southeasterly along said curve through a central angle of 29°14'46" an arc length of 101.07 feet to the beginning of a reverse curve concave northeasterly having a radius of 752.00 feet;

thence southeasterly along said curve through a central angle of 24°23'05" an arc length of 320.05 feet to the beginning of a reverse curve concave southwesterly having a radius of 198.00 feet;
thence southeasterly along said curve through a central angle of 26°33'41" an arc length of 91.79 feet;

thence South 44°21'26" East a distance of 133.31 feet to the beginning of a curve concave westerly having a radius of 148.00 feet;

thence southerly along said curve through a central angle of 46°42'33" an arc length of 120.65 feet;

thence South 2°21'08" West a distance of 219.24 feet to the southwesterly line of said Lot 41 and the POINT OF TERMINATION of said centerline.

The side lines of said strip are to be shortened or lengthened to terminate at the northwesterly and southwesterly lines of said Lot 41.

EXCEPTING THEREFROM

Any portion of said strip lying within Lot 224, Tract 1834, Unit 5 in the City of Arroyo Grande, County of San Luis Obispo, State of California according to the Tract Map recorded December 28, 1999 in Book 19 of Maps at Page 3 in the Recorder’s Office of said County and State.

The attached "Exhibit 'A' Map Exhibit" is made part of this description.

Marc D. Dakos, LS 8769  
Professional Land Surveyor  
(Date)
EXHIBIT B
PEDESTRIAN ACCESS EASEMENT
Exhibit ‘B’ Legal Description

Those portions of Lot 41, Tract 2265 in the City of Arroyo Grande, County of San Luis Obispo, State of California according to the Tract Map recorded August 23, 2000 in Book 19 of Maps at Page 31 in the Recorder’s Office of said County and State described as a whole as follows:

A STRIP OF LAND 4.00 FEET WIDE,
the southwesterly and westerly line of which is parallel and concentric with and
10.00 feet northeasterly and easterly of the following described centerline:

Commencing at the east corner of Tract 1998 in said City of Arroyo Grande according to the unrecorded Tract Map currently in progress for said Tract 1998, said corner being the east corner of Lot 16 according to said unrecorded Map, said corner being a 5/8-inch rebar with cap stamped “LS 8769” according to said unrecorded Map, said corner bearing North 72°39’27” East a distance of 1441.45 feet from the 3/4-inch iron pipe with tag “LS 6729” on the southerly line of said Tract 1998 and said Lot 16 according to said unrecorded Map;

thence along said southerly line South 72°39’27” West a distance of 105.32 feet to the TRUE POINT OF BEGINNING of said centerline;

thence leaving said southerly line South 75°46’47” East a distance of 52.27 feet to the beginning of a curve concave southwesterly having a radius of 198.00 feet;

thence southeasterly along said curve through a central angle of 29°14’46” an arc length of 101.07 feet to the beginning of a reverse curve concave northeasterly having a radius of 752.00 feet;

thence southeasterly along said curve through a central angle of 24°23’05” an arc length of 320.05 feet to the beginning of a reverse curve concave southwesterly having a radius of 198.00 feet;
thence southeasterly along said curve through a central angle of 26°33'41" an arc length of 91.79 feet;

thence South 44°26'26" East a distance of 133.31 feet to the beginning of a curve concave westerly having a radius of 148.00 feet;

thence southerly along said curve through a central angle of 46°42'33" an arc length of 120.65 feet;

thence South 2°21'08" West a distance of 219.24 feet to the southwesterly line of said Lot 41 and the POINT OF TERMINATION of said centerline.

The side lines of said strip are to be shortened or lengthened to terminate at the northwesterly and southwesterly line of said Lot 41.

TOGETHER WITH

that portion of said Lot 41 described as follows:

Beginning at a point on the easterly side line of the aforesaid 4.00 foot wide strip, said point bearing North 2°21'08" East a distance of 1.71 feet from the intersection of the southwesterly line of said Lot 41 with the easterly side line of said 4.00 foot wide strip;

Thence, leaving said easterly side line, perpendicular to said side line, South 87°38'52" East a distance of 26.00 feet;

Thence, South 2°21'08" West a distance of 12.50 feet to the southwesterly corner of said Lot 41;

thence along said southwesterly line North 88°41'48" West a distance of 9.47 feet;

thence North 55°33'50" West a distance of 19.74 feet to said intersection of the southwesterly line of said Lot 41 with the easterly side line of said 4.00' wide strip;

thence, leaving said southwesterly line, along the easterly side line of said 4.00 foot wide strip North 2°21'08" East a distance of 1.71 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM
Any portion of said strip lying within Lot 224, Tract 1834, Unit 5 in the City of Arroyo Grande, County of San Luis Obispo, State of California according to the Tract Map recorded December 28, 1999 in Book 19 of Maps at Page 3 in the Recorder's Office of said County and State.

The attached "Exhibit 'B' Map Exhibit " is made part of this description.

Marc D. Dakos, LS 8769  
Professional Land Surveyor  
(Date)
EXHIBIT 'B'
MAP EXHIBIT

LOT 224
TRACT 1834 UNIT NO.5
19/MB/3

PTN LOT 34
HILLIKER & WOODBURY TRACT
5/MB/78
(CC# 1992-049136)

LEGEND
POC POINT OF COMMENCEMENT
TPOBC TRUE POINT OF BEGINNING OF DESCRIBED CENTERLINE
POB POINT OF BEGINNING
POTC POINT OF TERMINATION OF DESCRIBED CENTERLINE
R RECORD DATA PER 19/MB/31

5/8" REBAR WITH CAP STAMPED "LS 8769"
3/4" IRON PIPE WITH TAG "LS 6729"

HIDDEN OAK RD
TRACT 2265
19/MB/31

LOT 41
TRACT 2265
19/MB/31

LOT 16
TRACT 1998

LOT 12
TRACT 1998

LOT 16
TRACT 1998

LOT 224
TRACT 1834 UNIT NO.5
19/MB/3

C1
C2
C3
C4

DEScribed CENTERLINE

LINE TABLE

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<tr>
<td>L2</td>
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</tr>
<tr>
<td>L3</td>
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<td>219.24'</td>
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CURVE TABLE

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<th>RADIUS</th>
<th>LENGTH</th>
<th>DELTA</th>
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</thead>
<tbody>
<tr>
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<td>101.07'</td>
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<tr>
<td>C2</td>
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<tr>
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<td>9.79'</td>
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</tr>
<tr>
<td>C4</td>
<td>148.00'</td>
<td>123.65'</td>
<td>46°42'33&quot;</td>
</tr>
</tbody>
</table>

SCALE 1" = 120'
EXHIBIT C
SLOPE AND DRAINAGE EASEMENT
EXHIBIT 'C' LEGAL DESCRIPTION

Those portions of Lot 41, Tract 2265 in the City of Arroyo Grande, County of San Luis Obispo, State of California according to the Tract Map recorded August 23, 2000 in Book 19 of Maps at Page 31 in the Recorder's Office of said County and State described as a whole as follows:

Bounded southwesterly and westerly by a line which is parallel and concentric with and 14.00 feet northeasterly and easterly of the following described centerline:

Commencing at the east corner of Tract 1998 in said City of Arroyo Grande according to the unrecorded Tract Map currently in progress for said Tract 1998, said corner being the east corner of Lot 16 according to said unrecorded Map, said corner being a 5/8-inch rebar with cap stamped “ULS - 8769” according to said unrecorded Map, said corner bearing North 72°39'27” East a distance of 1441.45 feet from the 3/4-inch iron pipe with tag “LS 6729” on the southerly line of said Tract 1998 and said Lot 16 according to said unrecorded Map:

thence along said southerly line South 72°39'27” West a distance of 105.32 feet to the TRUE POINT OF BEGINNING of said centerline;

thence leaving said southerly line South 75°46'47” East a distance of 52.27 feet to the beginning of a curve concave southwesterly having a radius of 198.00 feet;

thence southeasterly along said curve through a central angle of 29°14'46” an arc length of 101.07 feet to the beginning of a reverse curve concave northeasterly having a radius of 752.00 feet;

thence southeasterly along said curve through a central angle of 24°23'05” an arc length of 320.05 feet to the beginning of a reverse curve concave southwesterly having a radius of 198.00 feet;
thence southeasterly along said curve through a central angle of 26°33'41" an arc length of 91.79 feet;

thence South 44°21'26" East a distance of 133.31 feet to the beginning of a curve concave westerly having a radius of 148.00 feet;

thence southerly along said curve through a central angle of 46°42'33" an arc length of 120.65 feet;

thence South 2°21'08" West a distance of 219.24 feet to the southwesterly line of said Lot 41 and the POINT OF TERMINATION of said centerline.

Bounded northeasterly and easterly by the following described line (LINE "N"):

Commencing at the east corner of Tract 1998 in said City of Arroyo Grande according to the unrecorded Tract Map currently in progress for said Tract 1998, said corner being the east corner of Lot 16 according to said unrecorded Map, said corner being a 5/8-inch rebar with cap stamped "LS 8769" according to said unrecorded Map, said corner bearing North 72°39'27" East a distance of 1441.45 feet from the 3/4-inch iron pipe with tag "LS 6729" on the southerly line of said Tract 1998 and said Lot 16 according to said unrecorded Map;

thence along said southerly line South 72°39'27" West a distance of 61.28 feet to the TRUE POINT OF BEGINNING of said LINE "N";

thence leaving said southerly line South 80°12'35" East a distance of 20.43 feet to the beginning of a curve concave southwesterly having a radius of 250.00 feet;

thence southeasterly along said curve through a central angle of 27°17'15" an arc length of 119.06 feet;

thence South 52°55'20" East a distance of 29.57 feet to the beginning of a curve concave northeasterly having a radius of 167.80 feet;

thence southeasterly along said curve through a central angle of 22°21'37" an arc length of 65.49 feet to the beginning of a non-tangent compound curve concave northeasterly having a radius of 567.28 feet to which a radial line bears South 45°45'03" West;

thence southeasterly along said curve through a central angle of 21°18'30" an arc length of 210.97 feet;
thence South 65°33'26" East a distance of 14.42 feet to the beginning of a curve concave southwesterly having a radius of 223.00 feet;

thence southeasterly along said curve through a central angle of 21°12'01" an arc length of 82.51 feet;

thence South 44°21'26" East a distance of 133.31 feet to the beginning of a curve concave westerly having a radius of 173.00 feet;

thence southerly along said curve through a central angle of 46°42'33" an arc length of 141.04 feet;

thence South 2°21'08" West a distance of 235.56 feet to the southwesterly line of said Lot 41 and the POINT OF TERMINATION of said LINE "N".

TOGETHER WITH

that portion of said Lot 41 described as follows:

Beginning at aforedescribed POINT OF TERMINATION of LINE "N";

thence along said LINE "N" North 2°21'08" East a distance of 15.89 feet;

thence leaving said LINE "N", perpendicular to said Line, South 87°38'52" East a distance of 24.00 feet;

thence South 2°21'08" West a distance of 19.50 feet to the intersection of the easterly prolongation of the southwesterly line of said Lot 41;

thence North 88°41'48" West a distance of 9.00 feet to the southwesterly corner of said Lot 41;

thence along said southwesterly line North 88°41'48" West a distance of 9.47 feet;

thence North 55°33'50" West a distance of 6.61 feet to the POINT OF TERMINATION of said LINE "N".

EXCEPTING THEREFROM
Any portion lying within Lot 224, Tract 1834, Unit 5 in said City of Arroyo Grande according to the Tract Map recorded December 28, 1999 in Book 19 of Maps at Page 3 in the Recorder's Office of said County and State.

The attached "Exhibit 'C' Map Exhibit "is made part of this description.

Marc D. Dakos, LS 8769  
Professional Land Surveyor  
(Date)
EXHIBIT D
SLOPE AND DRAINAGE EASEMENT
4D (APN 007-070-007)

Exhibit 'D' Legal Description

That portion of Lot 41, Tract 2265 in the City of Arroyo Grande, County of San Luis Obispo, State of California according to the Tract Map recorded August 23, 2000 in Book 19 of Maps at Page 31 in the Recorder’s Office of said County and State described as follows:

Bounded northeasterly and easterly by a line which is parallel and concentric with and 10.00 feet southwesterly and westerly of the following described centerline:

Commencing at the east corner of Tract 1998 in said City of Arroyo Grande according to the unrecorded Tract Map currently in progress for said Tract 1998, said corner being the east corner of Lot 16 according to said unrecorded Map, said corner being a 5/8-inch rebar with cap stamped “LS 8769” according to said unrecorded Map, said corner bearing North 72°39’27” East a distance of 1441.45 feet from the 3/4-inch iron pipe with tag “LS 6729” on the southerly line of said Tract 1998 and said Lot 16 according to said unrecorded Map:

thence along said southerly line South 72°39’27” West a distance of 105.32 feet to the TRUE POINT OF BEGINNING of said centerline;

thence leaving said southerly line South 75°46’47” East a distance of 52.27 feet to the beginning of a curve concave southwesterly having a radius of 198.00 feet;

thence southeasterly along said curve through a central angle of 29°14’46” an arc length of 101.07 feet to the beginning of a reverse curve concave northeasterly having a radius of 752.00 feet;

thence southeasterly along said curve through a central angle of 24°23’05” an arc length of 320.05 feet to the beginning of a reverse curve concave southwesterly having a radius of 198.00 feet;
thence southeasterly along said curve through a central angle of 26°33'41" an arc length of 91.79 feet;

thence South 44°21'26" East a distance of 133.31 feet to the beginning of a curve concave westerly having a radius of 148.00 feet;

thence southerly along said curve through a central angle of 46°42'33" an arc length of 120.65 feet;

thence South 2°21'08" West a distance of 219.24 feet to the southwesterly line of said Lot 41 and the POINT OF TERMINATION of said centerline.

Bounded southwesterly and westerly by the following described line (LINE "S"):

Commencing at the east corner of Tract 1998 in said City of Arroyo Grande according to the unrecorded Tract Map currently in progress for said Tract 1998, said corner being the east corner of Lot 16 according to said unrecorded Map, said corner being a 5/8-inch rebar with cap stamped "LS 8769" according to said unrecorded Map, said corner bearing North 12°39'27" East a distance of 1441.45 feet from the 3/4-inch iron pipe with tag "LS 6729" on the southerly line of said Tract 1998 and said Lot 16 according to said unrecorded Map;

thence along said southerly line South 72°39'27" West a distance of 173.21 feet to the TRUE POINT OF BEGINNING of said LINE "S";

thence leaving said southerly line South 8°5°46'47" East a distance of 56.62 feet;

thence South 75°06'06" East a distance of 38.48 feet to the beginning of a curve concave southwesterly having a radius of 175.00 feet;

thence southeasterly along said curve through a central angle of 31°48'30" an arc length of 97.15 feet;

thence South 43°17'36" East a distance of 116.11 feet to the beginning of a non-tangent curve concave northerly having a radius of 880.51 feet to which a radial line bears South 28°18'21" West;
thence easterly along said curve through a central angle of 14°44'34" an arc length of 226.56 feet to the beginning of a reverse curve concave southwesterly having a radius of 146.50 feet;

thence southeasterly along said curve through a central angle of 32°04'48" an arc length of 82.03 feet;

thence South 44°21'26" East a distance of 133.31 feet to the beginning of a curve concave westerly having a radius of 128.00 feet;

thence southerly along said curve through a central angle of 46°42'33" an arc length of 104.35 feet;

thence South 2°21'08" West a distance of 206.19 feet to the southwesterly line of said Lot 41 and the POINT OF TERMINATION of said LINE "S".

EXCEPTING THEREFROM

Any portion within Lot 224, Tract 1834, Unit 5 in said City of Arroyo Grande according to the Tract Map recorded December 28, 1999 in Book 19 of Maps at Page 3 in the Recorder's Office of said County and State.

The attached "Exhibit 'D' Map Exhibit " is made part of this description.

Marc D. Dakos, LS 8769 (Date)
Professional Land Surveyor
EXHIBIT 'D'  
MAP EXHIBIT

LOT 16  
TRACT 1998

LOT 12  
TRACT 1998

LOT 224  
TRACT 1834 UNIT NO.5  
19/MB/3

HILLIKER & WOODBURY TRACT  
8/MB/78  
(CC# 1992-049136)

PTN LOT 34  
HIDDEN OAK RD  
TRACT 2265  
19/MB/31

LEGEND

POC POINT OF COMMENCEMENT  
TPOBC TRUE POINT OF BEGINNING OF DESCRIBED CENTERLINE  
TPOBS TRUE POINT OF BEGINNING OF LINE "S"  
POTC POINT OF TERMINATION OF DESCRIBED CENTERLINE 
POTS POINT OF TERMINATION OF LINE "S"  
- 5/8" REBAR WITH CAP STAMPED "LS 6769" 
- 3/4" IRON PIPE WITH TAG "ML 6729"

LINE TABLE

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CURVE TABLE

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<td>C4</td>
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<td>128.00'</td>
<td>104.35'</td>
<td>46°42'33&quot;</td>
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GRANT OF EASEMENT AGREEMENT

THIS GRANT OF EASEMENT AGREEMENT ("Agreement") is made and entered into between THE HIGHLANDS AT RANCHO GRANDE HOMEOWNERS ASSOCIATION, a California Non-profit Mutual Benefit Corporation duly organized and existing under the laws of the State of California, hereinafter referred to as "GRANTOR" and CITY OF ARROYO GRANDE, a Municipal Corporation, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, GRANTOR is the owner of certain real property located in Arroyo Grande, California, and referred to as San Luis Obispo County Assessor's Parcel No. 007-781-060, and more particularly described as that portion of Lot 224, Tract 1834, Unit 5 in the City of Arroyo Grande, County of San Luis Obispo, State of California according to the Tract Map recorded December 28, 1999 in Book 19 of Maps at Page 3 in the Recorder's Office of said County ("GRANTOR'S PROPERTY"); and

WHEREAS, GRANTEE seeks easements in GRANTOR'S PROPERTY for emergency access, pedestrian access and slope and drainage, and

WHEREAS, GRANTOR has agreed to grant such easements subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

SECTION 1. GRANT OF EASEMENT.

GRANTOR does hereby grant to GRANTEE the easements described as follows:

A. EMERGENCY ACCESS EASEMENT. A permanent, non-exclusive easement and public right-of-way for emergency access over the Easement Area described in Exhibit "A", attached hereto and incorporated herein, for the benefit of and use by the Grantee, the Five Cities Fire Authority and any emergency services agency and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to premises, owners, occupants and invitees...
thereof. Grantee shall have the right to install, maintain, repair and replace a paved roadway in the Easement Area. Grantor acknowledges that the actual extent of the improvements may vary slightly due to variable site conditions. The foregoing easement shall in no way be construed as a dedication of any roadways to the public.

B. PEDESTRIAN ACCESS EASEMENT. A permanent, non-exclusive easement and public right-of-way for pedestrian access over the Easement Area described in Exhibit "B", attached hereto and incorporated herein, for the benefit of and use by the general public. Said easement shall be for the purpose of installing, maintaining, repairing and replacing the access, and for public ingress, egress and recreational use of the access. Grantor acknowledges that the actual extent of the improvements may vary slightly due to variable site conditions.

C. SLOPE AND DRAINAGE EASEMENTS. A permanent, non-exclusive easement and right-of-way to access and construct the necessary improvements for the Emergency Access and Pedestrian Access, including but not limited to slope construction and drainage improvements over the Easement Area described in Exhibits "C" and "D", attached hereto and incorporated herein, for the benefit of and use by the Grantee. Said easement shall be for the purpose of constructing and maintaining the slopes and drainage improvements described in Exhibits "C" and "D".

D. The easements described in Section 1.A, 1.B, and 1.C, above, shall be collectively referred to as the "EASEMENTS". The Easement Areas described in Sections 1.A, 1.B, and 1.C, above, shall collectively be referred to as the "EASEMENT AREAS".

SECTION 2. LIMITATIONS ON EASEMENTS.

A. References herein to GRANTOR and GRANTEE shall include GRANTOR'S and GRANTEE'S successors in interest.

B. The EASEMENTS granted herein are subject to all existing easements, covenants, conditions, and restrictions recorded against GRANTOR'S PROPERTY.

C. It is understood and agreed that the EASEMENTS granted herein do not constitute a conveyance of a fee interest in GRANTOR'S PROPERTY or of the minerals therein and thereunder.

D. The EASEMENTS granted herein are on an "AS-IS" basis and GRANTOR makes no representation or warranty of any kind regarding the condition of GRANTOR'S PROPERTY or the EASEMENT AREAS.

SECTION 3. RETENTION OF RIGHTS.

GRANTOR retains for itself and its successors and assigns all rights and uses that do not unreasonably interfere with the rights granted herein to GRANTEE.

SECTION 4. PLANS IMPROVEMENTS, AND SPECIFICATION FOR THE EASEMENT.

GRANTEE, or its agents, shall be responsible, at its sole cost, for the preparation of plans and specifications for any work associated with GRANTEE'S, or its agents', contractors', invitees' or members of the general public, including, without limitation, THE MEADOWS AT RANCHO
GRANDE HOMEOWNERS ASSOCIATION’S use of the EASEMENT AREA. After completion of all improvements within the EASEMENT AREAS, GRANTEE will provide, at its sole cost, "as built" drawings for the easement improvements to the GRANTOR.

SECTION 5. MAINTENANCE OF EASEMENT AREA.
GRANTEE, at no cost to GRANTOR, shall maintain, or cause to be maintained, all easement improvements and the EASEMENT AREA in good condition and repair, and shall repair all damage at no cost to the GRANTOR.

SECTION 6. INSURANCE.
A. PUBLIC LIABILITY AND PROPERTY DAMAGE. GRANTEE agrees to maintain in full force and effect throughout its use of the EASEMENTS including, without limitation, a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with GRANTEE’S use of the EASEMENTS. Such insurance shall be in amounts not less than $1,000,000 for injury to or death of one or more persons as a result of any one accident or incident, and $1,000,000 for property damage.

B. AUTOMOBILE LIABILITY. GRANTEE also agrees to maintain in full force and effect with regard to any vehicles which GRANTEE brings onto the EASEMENT AREAS a suitable policy or policies of automobile liability insurance with a combined single limit of $1,000,000 per accident.

C. WORKERS' COMPENSATION. GRANTEE shall also maintain, in full force and effect throughout the duration, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than $1,000,000 per employee and $1,000,000 per occurrence.

D. PROFESSIONAL LIABILITY. With respect to any architectural or engineering work, GRANTEE, or its agents and/or consultants, must obtain professional liability insurance, including contractual liability, with limits of $1,000,000 per occurrence.

E. NOTICE: ADDITIONAL NAMED INSUREDS. All insurance required under this EASEMENT shall be issued by the California Joint Powers Insurance Authority. All insurance shall be insured as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties hereto before cancellation or change in coverage, scope or amount of any policy. The GRANTOR, its directors, officers, agents, employees and consultants, shall be designated as additional named insureds on insurance set forth in this Section, Paragraphs (A) and (B).

SECTION 7. INDEMNITY.
A. GRANTEE and its successors and assigns shall indemnify, protect, defend and hold harmless GRANTOR and its successors and assigns from and against any and all actual or potential claims, liens, actions, demands, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including, without limitation, reasonable attorneys' fees, litigation expenses and court costs) of every kind
and character, other than as such arises from the active negligence or willful misconduct of GRANTOR, its employees or agents, including, without limitation, on account of death, injury or damage to persons or property, arising out of, or caused, in whole or in part, by:

(i) GRANTEE'S, or its agents', contractors', invitees', and/or THE MEADOWS AT RANCHO GRANDE HOMEOWNERS' ASSOCIATION'S, or its agents', contractors', invitees' activities within the EASEMENT AREAS in relation to implementation of the easement improvements,

(ii) GRANTEE'S, or its agents', contractors', invitees', and/or THE MEADOWS AT RANCHO GRANDE HOMEOWNERS' ASSOCIATION'S, or its agents', contractors', invitees' use of the EASEMENT AREAS;

(iii) Use of or access to EASEMENTS by members of the general public.

B. GRANTOR and its successors and assigns shall indemnify, protect, defend and hold harmless GRANTEE and its successors and assigns from and against any and all actual or potential claims, liens, actions, demands, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including, without limitation, reasonable attorneys' fees, litigation expenses and court costs) of every kind and character, including, without limitation, on account of death, injury or damage to persons or property, arising out of the active negligence or willful misconduct of GRANTOR, its employees or agents with respect to the EASEMENTS or the EASEMENT AREAS.

SECTION 8. SUCCESSORS, MISCELLANEOUS.

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of GRANTOR and GRANTEE. GRANTEE shall not assign, transfer or convey any of its rights and/or obligations under this Agreement. This Agreement contains the entire agreement between the parties relating to the rights granted herein and the Agreement obligations assumed hereby and may only be modified by a written agreement executed by all parties hereto and recorded in the official records of the County of San Luis Obispo.
SECTION 9. NOTICE.
Any notice which a party is required or may desire to give the other shall be in writing and shall be sent either: (a) by United States registered or certified mail, return receipt requested, postage prepaid, or (b) by a generally recognized overnight carrier providing proof of delivery. Any such notice shall be addressed to a party at the party's address appearing below. Any party may change its address for notice at any time by written notice in accordance with this Section.

THE HIGHLANDS AT RANCHO GRANDE HOMEOWNERS ASSOCIATION
C/O Armstrong Community Management
PO Box 871
Visalia, CA 93279
Attention: Susanne Thomas

CITY OF ARROYO GRANDE
300 East Branch Street
Arroyo Grande, California 93420
Attention: City Clerk

SECTION 10. ATTORNEY’S FEES.
In the event any action or suit is brought by a party against another party by reason of the breach of any of the covenants or agreements set forth in this Agreement or any other dispute between the parties concerning this Agreement, each party shall be responsible for its own attorney’s fees and costs.

SECTION 11. GOVERNING LAW.
This Agreement shall be governed and construed in accordance with the laws of the State of California.

SECTION 12. PARTIAL INVALIDITY.
The invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order, shall in no way effect any of the other provisions hereof, or the application thereof to any other person, and the same shall remain in full force and effect to the maximum extent possible.

SECTION 13. COMPLIANCE WITH APPLICABLE LAW.
GRANTEE shall comply with all laws, ordinances, rules, and regulations applicable to the design or construction of the Work enacted or promulgated by any public or governmental authority or agency, having jurisdiction over the EASEMENT AREAS, including, without any limitation, licensing requirements.

SECTION 14. PROVISIONS REQUIRED BY LAW.
Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not
inserted correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

SECTION 15. RECITALS.
The Recitals are incorporated into this Agreement as though fully set out herein.

SECTION 16. COUNTERPARTS.
This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _________________, 2020.

GRANTOR:

__________________________
Mark Frink, President
The Highlands at Rancho Grande Homeowners Association

GRANTEE:

__________________________
Caren Ray Russom, Mayor
City of Arroyo Grande

APPROVED AS TO FORM:

__________________________
Timothy J. Carmel, City Attorney
City of Arroyo Grande

ATTEST:

__________________________
Kelly Wetmore, City Clerk
City of Arroyo Grande
EXHIBIT A
EMERGENCY ACCESS EASEMENT
Exhibit ‘A’ Legal Description

That portion of Lot 224, Tract 1834, Unit 5 in the City of Arroyo Grande, County of San Luis Obispo, State of California according to the Tract Map recorded December 28, 1999 in Book 19 of Maps at Page 3 in the Recorder’s Office of said County and State described as follows:

A strip of land 20.00 feet wide, lying 10.00 feet on each side of the following described centerline:

Commencing at the east corner of Tract 1998 in said City of Arroyo Grande according to the unrecorded Tract Map currently in progress for said Tract 1998, said corner being the east corner of Lot 16 according to said unrecorded Map, said corner being a 5/3-inch rebar with cap stamped “LS 8769” according to said unrecorded Map, said corner bearing North 72° 39' 27” East a distance of 1441.45 feet from the 3/4-inch iron pipe with tag “LS 6729” on the southerly line of said Tract 1998 and said Lot 16 according to said unrecorded Map;

thence along said southerly line South 72° 39' 27” West a distance of 105.32 feet to the TRUE POINT OF BEGINNING of said centerline;

thence leaving said southerly line South 75° 46' 47” East a distance of 52.27 feet to the beginning of a curve concave southwesterly having a radius of 198.00 feet;

thence southeasterly along said curve through a central angle of 29° 14' 46” an arc length of 101.07 feet to the beginning of a reverse curve concave northeasterly having a radius of 752.00 feet;

thence southeasterly along said curve through a central angle of 24° 23' 05” an arc length of 320.05 feet to the beginning of a reverse curve concave southwesterly having a radius of 198.00 feet;
thence southeasterly along said curve through a central angle of 26°33'41" an arc length of 91.79 feet;

thence South 44°21'26" East a distance of 133.31 feet to the beginning of a curve concave westerly having a radius of 148.00 feet;

thence southerly along said curve through a central angle of 46°42'33" an arc length of 120.65 feet;

thence South 2°21'08" West a distance of 219.24 feet to the southwesterly line of Lot 41, Tract 2265 in said City of Arroyo Grande according to the Tract Map recorded August 23, 2000 in Book 19 of Maps at Page 31 in the Recorder's Office of said County and State and the POINT OF TERMINATION of said centerline.

The side lines of said strip are to be shortened or lengthened to terminate at the northwesterly and southeasterly lines of said Lot 224.

EXCEPTING THEREFROM

Any portion of said strip lying within said Lot 41, Tract 2265.

The attached “Exhibit ‘A’ Map Exhibit “is made part of this description.

Marc D Dakos, LS 8769
Professional Land Surveyor

01-08-20
EXHIBIT 'A' MAP EXHIBIT

LINE TABLE

<table>
<thead>
<tr>
<th>LINE</th>
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<th>LENGTH</th>
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<tbody>
<tr>
<td>L1</td>
<td>S75°46'47&quot;E</td>
<td>52.27'</td>
</tr>
<tr>
<td>L2</td>
<td>S44°21'26&quot;E</td>
<td>133.31'</td>
</tr>
<tr>
<td>L3</td>
<td>S02°21'08&quot;W</td>
<td>219.24'</td>
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</table>

CURVE TABLE

<table>
<thead>
<tr>
<th>CURVE</th>
<th>RADIUS</th>
<th>LENGTH</th>
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<tr>
<td>C2</td>
<td>752.00'</td>
<td>320.05'</td>
<td>24°23'05&quot;</td>
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<tr>
<td>C3</td>
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<td>26°33'41&quot;</td>
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<tr>
<td>C4</td>
<td>148.00'</td>
<td>120.65'</td>
<td>46°42'33&quot;</td>
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</table>

PTN LOT 34
HILLIKER & WOODBURY TRACT
B/MB/78
(CC# 1992-049136)

LOT 224
TRACT 1834 UNIT NO. 5
19/MB/3

LOT 41
TRACT 2265
19/MB/3

LEGEND

POC  POINT OF COMMENCEMENT
TPPOBC TRUE POINT OF BEGINNING OF DESCRIBED CENTERLINE
POTC  POINT OF TERMINATION OF DESCRIBED CENTERLINE
   5/8" REBAR WITH CAP STAMPED "LS 8769"
   3/4" IRON PIPE WITH TAG "LS 6729"
EXHIBIT B
PEDESTRIAN ACCESS EASEMENT
6B Pedestrian (APN 007-781-060)

Exhibit B’ Legal Description

That portion of Lot 224, Tract 1834, Unit 5 in the City of Arroyo Grande, County of San Luis Obispo, State of California according to the Tract Map recorded December 28, 1999 in Book 19 of Maps at Page 3 in the Recorder’s Office of said County and State described as follows:

A STRIP OF LAND 4.00 FEET WIDE, the southwesterly line of which is parallel and concentric with and 10.00 feet northeasterly of the following described centerline:

Commencing at the east corner of Tract 1998 in said City of Arroyo Grande according to the unrecorded Tract Map currently in progress for said Tract 1998, said corner being the east corner of Lot 16 according to said unrecorded Map, said corner being a 5/8-inch rebar with cap stamped “LS 8769” according to said unrecorded Map, said corner bearing North 72°39’27” East a distance of 1441.45 feet from the 3/4-inch iron pipe with tag “LS 6729” on the southerly line of said Tract 1998 and said Lot 16 according to said unrecorded Map;

thence along said southerly line South 72°39’27” West a distance of 105.32 feet to the TRUE POINT OF BEGINNING of said centerline;

thence leaving said southerly line South 75°46’47” East a distance of 52.27 feet to the beginning of a curve concave southwesterly having a radius of 198.00 feet;

thence southeasterly along said curve through a central angle of 29°14’46” an arc length of 101.07 feet to the beginning of a reverse curve concave northeasterly having a radius of 752.00 feet;

thence southeasterly along said curve through a central angle of 24°23’05” an arc length of 320.05 feet to the beginning of a reverse curve concave southwesterly having a radius of 198.00 feet;
thence southeasterly along said curve through a central angle of 26°33'41" an arc length of 91.79 feet;

thence South 44°21'25" East a distance of 133.31 feet to the beginning of a curve concave westerly having a radius of 148.00 feet;

thence southerly along said curve through a central angle of 46°42'33" an arc length of 120.65 feet;

thence South 2°21'08" West a distance of 219.24 feet to the southeasterly line of Lot 41, Tract 2265 in said City of Arroyo Grande according to the Tract Map recorded August 23, 2000 in Book 19 of Maps at Page 31 in the Recorder’s Office of said County and State and the POINT OF TERMINATION of said centerline.

The side lines of said strip are to be shortened or lengthened to terminate at the northwesterly and southeasterly lines of said 224.

EXCEPTING THEREFROM
Any portion lying within said Lot 41, Tract 2265.

The attached “Exhibit ‘B’ Map Exhibit “is made part of this description.

Marc D Dakos, LS 8769 (Date)
Professional Land Surveyor
EXHIBIT C
SLOPE AND DRAINAGE EASEMENT
7C Slope & Drainage (APN 007-781-060)

Exhibit C’ Legal Description

That portion of Lot 224, Tract 1834, Unit 5 in the City of Arroyo Grande, County of San Luis Obispo, State of California according to the Tract Map recorded December 28, 1999 in Book 19 of Maps at Page 3 in the Recorder’s Office of said County and State described as follows:

Bounded southwesterly by a line which is parallel and concentric with and 14.00 feet northeasterly of the following described centerline:

Commencing at the east corner of Tract 1998 in said City of Arroyo Grande according to the unrecorded Tract Map currently in progress for said Tract 1998, said corner being the east corner of Lot 16 according to said unrecorded Map, said corner being a 5/8-inch rebar with cap stamped “LS 8769” according to said unrecorded Map, said corner bearing North 72° 39’27” East a distance of 1441.45 feet from the 3/4-inch iron pipe with tag “LS 6729” on the southerly line of said Tract 1998 and said Lot 16 according to said unrecorded Map;

thence along said southerly line South 72° 39’27” West a distance of 105.32 feet to the TRUE POINT OF BEGINNING of said centerline;

thence leaving said southerly line South 75°46’47” East a distance of 52.27 feet to the beginning of a curve concave southwesterly having a radius of 198.00 feet;

thence southeasterly along said curve through a central angle of 29°14’46” an arc length of 101.07 feet to the beginning of a reverse curve concave northeasterly having a radius of 752.00 feet;

thence southeasterly along said curve through a central angle of 24°23’05” an arc length of 320.05 feet to the beginning of a reverse curve concave southwesterly having a radius of 198.00 feet;
thence southeasterly along said curve through a central angle of 21°18'30" an arc length of 210.97 feet;

thence South 65°33'26" East a distance of 14.42 feet to the beginning of a curve concave southwesterly having a radius of 223.00 feet;

thence southeasterly along said curve through a central angle of 21°12'01" an arc length of 82.51 feet;

thence South 44°21'26" East a distance of 133.31 feet to the beginning of a curve concave westerly having a radius of 173.00 feet;

thence southerly along said curve through a central angle of 46°42'33" an arc length of 141.04 feet;

thence South 2°21'08" West a distance of 235.56 feet to the southwesterly line of said Lot 41, Tract 2265 and the POINT OF TERMINATION of said LINE "N".

Excepting therefrom any portion within said Lot 41.

The attached "Exhibit 'C' Map Exhibit " is made part of this description.

Marc D. Dakos, LS 8769  
Professional Land Surveyor  
01-08-20  
(Date)
EXHIBIT D
SLOPE AND DRAINAGE EASEMENT
8D Slope & Drainage (APN 007-78-060)

Exhibit 'D' Legal Description

That portion of Lot 224, Tract 1834, Unit 5 in the City of Arroyo Grande, County of San Luis Obispo, State of California according to the Tract Map recorded December 28, 1999 in Book 19 of Maps at Page 3 in the Recorder’s Office of said County and State described as follows:

Bounded northeasterly by a line which is parallel and concentric with and 10.00 feet southwesterly of the following described centerline:

Commencing at the east corner of Tract 1998 in said City of Arroyo Grande according to the unrecorded Tract Map currently in progress for said Tract 1998, said corner being the east corner of Lot 16 according to said unrecorded Map, said corner being a 5/3-inch rebar with cap stamped “LS 8769” according to said unrecorded Map, said corner bearing North 72° 39' 27" East a distance of 1441.45 feet from the 3/4-inch iron pipe with tag “LS 6729” on the southerly line of said Tract 1998 and said Lot 16 according to said unrecorded Map;

thence along said southerly line South 72° 39' 27" West a distance of 105.32 feet to the TRUE POINT OF BEGINNING of said centerline;

thence having said southerly line South 75° 46' 47" East a distance of 52.27 feet to the beginning of a curve concave southwesterly having a radius of 198.00 feet;

thence southeasterly along said curve through a central angle of 29° 14' 46" an arc length of 101.07 feet to the beginning of a reverse curve concave northeasterly having a radius of 752.00 feet;

thence southeasterly along said curve through a central angle of 24° 23' 05" an arc length of 320.05 feet to the beginning of a reverse curve concave southwesterly having a radius of 198.00 feet;
thence easterly along said curve through a central angle of 14°44'34" an arc length of 226.56 feet to the beginning of a reverse curve concave southwesterly having a radius of 146.50 feet;

thence southeasterly along said curve through a central angle of 32°04'48" an arc length of 82.03 feet;

thence South 44°21'26" East a distance of 133.31 feet to the beginning of a curve concave westerly having a radius of 128.00 feet;

thence southerly along said curve through a central angle of 46°42'33" an arc length of 104.35 feet;

thence South 2°21'08" West a distance of 206.19 feet to the southwesterly line of said Lot 41 and the POINT OF TERMINATION of said LINE "S".

EXCEPTING THEREFROM

Any portion lying within said Lot 41, Tract 2265.

The attached "Exhibit D' Map Exhibit " is made part of this description.

Marc D. Dakos, LS 8769
Professional Land Surveyor

01-08-20
EXHIBIT 'D'
MAP EXHIBIT

LOT 12
TRACT 1998
LOT 16
TRACT 1998
LOT 224
TRACT 1834 UNIT NO.5
19/MB/3

LINE TABLE
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<tbody>
<tr>
<td>L1</td>
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<tr>
<td>L2</td>
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<td>L3</td>
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CURVE TABLE
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<th>DELTA</th>
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<tr>
<td>C1</td>
<td>198.00'</td>
<td>101.07'</td>
<td>29°14'46&quot;</td>
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<tr>
<td>C2</td>
<td>752.00'</td>
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<td>C3</td>
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<td>128.00'</td>
<td>104.35'</td>
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LEGEND
- POC POINT OF COMMENCEMENT
- TPOBC TRUE POINT OF BEGINNING OF DESCRIBED CENTERLINE
- TPOBS TRUE POINT OF BEGINNING
- POTS POINT OF TERMINATION
- POTS POINT OF TERMINATION
- ● 5/8" REBAR WITH CAP STAMPED "LS 8769"
- ◊ 3/4" IRON PIPE WITH TAG "LS 6729"

LOT 34
HILLIKER & WOODBURY TRACT
B/MB/78
(CC# 1992-049136)
RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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

(Above Space for Recorder's Use Only)

No Recording Fee: Government Code Section 6103

THE MEADOWS AT RANCHO GRANDE HOMEOWNERS ASSOCIATION

EMERGENCY AND PEDESTRIAN ACCESS MAINTENANCE PROGRAM
SECTION 1 INTRODUCTION

The Meadows at Rancho Grande ("The Meadows") is located in the City of Arroyo Grande, San Luis Obispo County, and consists of 15 single-family residential home sites. This program has been developed as a working document to provide The Meadows at Rancho Grande Homeowners Association, Inc. ("Association") with a guide to fulfill its maintenance obligation relative to emergency and pedestrian access across property belonging to the Lucia Mar Unified School District and the property belonging to The Highlands at Rancho Grande Homeowners Association. Said emergency and pedestrian access is described and granted per that certain Easement Deed between the City of Arroyo Grande and the Lucia Mar Unified School District, recorded as Instrument No. ____________, and that certain Easement Deed between the City of Arroyo Grande and The Highlands at Rancho Grande Homeowners Association, recorded as Instrument No. ____________.

SECTION 2 OBJECTIVES

This “Emergency and Pedestrian Access Maintenance Program” ("Maintenance Program") has been developed to establish the maintenance obligations of the Association in regards to those portions of the Emergency and Pedestrian Access ("Access") that are located on property belonging to either the Lucia Mar Unified School District ("School District") or The Highlands at Rancho Grande Homeowners Association ("Highlands HOA"). Maintenance obligations of the Association in regards to the portion of the Access that is located specifically within The Meadows at Rancho Grande are described in The Meadows at Rancho Grande Homeowners Association Common Area Management Program.

The objectives of this program are as follows:

1) Implementation of an emergency access and pedestrian access maintenance plan to ensure that the installed Access improvements are maintained so as to achieve their intended purpose, including:
   a) Maintenance of the Access surface
   b) Maintenance of the slopes associated with the Access

SECTION 3 RESPONSIBLE PARTIES

3.01 THE MEADOWS AT RANCHO GRANDE HOMEOWNERS ASSOCIATION, INC.

The Association is responsible for funding and completing the requirements of this Maintenance Program including the coordination of the activities of the Maintenance Contactor and the City of Arroyo Grande, as applicable.

3.02 CITY OF ARROYO GRANDE

The City of Arroyo Grande ("City") will provide oversight over the Association by receiving annual reports from the Association verifying the obligations of this Maintenance Program have been fulfilled.

3.03 MAINTENANCE CONTRACTOR

The Maintenance Contractor ("Contractor") is a qualified individual(s) or company(ies) (licensed where required by law) that may be contracted by the Association to complete any or all necessary inspections, maintenance and / or repairs. The Association shall be responsible for communicating and directing the work of the Contractor.
SECTION 4  EMERGENCY AND PEDESTRIAN ACCESS MAINTENANCE PLAN

4.01 DESCRIPTION

An emergency and pedestrian access was constructed from the end of Blossom Valley Road through Open Space Lot 16, through the existing adjacent but separately-owned parcels (the Highlands HOA and the Lucia Mar School District) to Hidden Oak Road. The Access was constructed to achieve City and local Fire Authority health and safety requirements.

4.02 MAINTENANCE RESPONSIBILITIES

The Association is responsible for the maintenance of the Access through the existing adjacent privately owned parcels (the Highlands HOA and the School District) to the connection at Hidden Oak Road. This responsibility shall remain in place as long as the Access use is limited to emergency access and pedestrian access and the underlying parcels remain vacant. A change in use for any portion of the Access or the underlying parcel shall require City approval and will require the issue of maintenance responsibilities to be re-addressed by the City as part of the approval process. In the event of multiple parties benefiting from the Access, a shared responsibility is to be established. This shared responsibility is to include a prorata share of the maintenance activities and costs.

4.03 MAINTENANCE ITEMS

The Association’s responsibility for Access maintenance shall include the following activities:

A. VEGETATION CLEARANCE MAINTENANCE

Weeds growing within the Access surface are to be removed followed by the application of herbicide to prevent future growth.

B. SURFACE AND DRAINAGE MAINTENANCE

The Access to be maintained as originally designed and constructed. Cross slopes and drainage patterns of the Access surface are to be maintained as originally installed. The surface of the Access shall be composed of either compacted decomposed granite ("DG") or compacted Class 2 base material, as approved by the City of Arroyo Grande City Engineer. The Access surface and slopes are to be inspected routinely for maintenance needs. Surface slopes to be stabilized by hydro seeding after construction is completed.

4.04 MAINTENANCE SCHEDULE

The following Access maintenance activities are to be routinely performed and documented in accordance with the attached Exhibit A - Annual Maintenance Schedule.

SECTION 5  REPORTING

The Association is to submit an annual summary report by July 1st each year to the City Community Development Department of its inspections and maintenance activities. Reports are to include the following:

- Copies of completed Periodic Inspection Sheet(s), attached as Exhibit B – Periodic Inspection Sheet;
- Maintenance activity logs that describe activities performed in response to the Periodic Inspections; and
- Additional documents from Contractor as may be appropriate, such as permits if required to perform specific work.

SECTION 6  FUNDING

The funding of the execution of this Maintenance Program is the sole responsibility of the Association, subject to Section 4.02.
The City may by its choice, after written 45-day notification to the Association, complete any or all portions of this Maintenance Program at the Association’s expense, if the Association fails to comply with the requirements of this Maintenance Program.

SECTION 7  ENFORCEMENT

The City of Arroyo Grande is hereby designated as a “Third Party Beneficiary” to the maintenance obligations identified in this Maintenance Program. This gives the City certain enforcement powers to ensure maintenance goals are adequately achieved as described herein.

SECTION 8  EFFECTIVE DATE

This Maintenance Program is subject to City review, revision and approval. This Maintenance Program, along with respective enforcement rights, becomes effective as of the date of its recording.
EXHIBIT A
ANNUAL MAINTENANCE SCHEDULE
## THE MEADOWS AT RANCHO GRANDE HOMEOWNER ASSOCIATION
### EMERGENCY AND PEDESTRIAN ACCESS ANNUAL MAINTENANCE SCHEDULE

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<td><strong>In the Spring, after the rainy season ends</strong></td>
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<tr>
<td>April - May</td>
<td>Access surface inspection and maintenance</td>
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<tr>
<td>April - May</td>
<td>Access slope and drainage inspection and maintenance</td>
</tr>
<tr>
<td>April - May</td>
<td>Weed control inspection and maintenance</td>
</tr>
<tr>
<td><strong>In the Fall, before the rainy season begins</strong></td>
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</tr>
<tr>
<td>Sept - Oct</td>
<td>Access surface inspection and maintenance</td>
</tr>
<tr>
<td>Sept - Oct</td>
<td>Access slope and drainage inspection and maintenance</td>
</tr>
<tr>
<td>Sept - Oct</td>
<td>Weed control inspection and maintenance</td>
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# Emergency and Pedestrian Access Periodic Inspection Sheet

**Inspector:** __________________________________________

**Date:** ______________________________________________

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<td>( ) Inspect for erosion</td>
<td>( ) Repair eroded areas</td>
</tr>
<tr>
<td></td>
<td>( ) Inspect for displacement, slips, slides</td>
<td>( ) Repair slopes &amp; embankments</td>
</tr>
<tr>
<td></td>
<td>( ) Inspect groundcover</td>
<td>( ) Repair groundcover</td>
</tr>
<tr>
<td></td>
<td>( )</td>
<td>( )</td>
</tr>
<tr>
<td>Emergency Access</td>
<td>( ) Inspect for erosion</td>
<td>( ) Repair eroded areas</td>
</tr>
<tr>
<td></td>
<td>( ) Inspect for debris and sedimentation</td>
<td>( ) Remove debris and sedimentation</td>
</tr>
<tr>
<td></td>
<td>( ) Inspect for ruts, potholes in surface</td>
<td>( ) Repair ruts, potholes in surface</td>
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<td></td>
<td>( ) Inspect for weeds in surface</td>
<td>( ) Remove weeds from surface</td>
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<tr>
<td>Pedestrian Access</td>
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