

DOC. NO. 37123
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CAL
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WILLIAM E. ZIMARIK
COUNTY RECORDER
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GEN. SER. #
EAS. 980

RECORDING REQUESTED BY AND MAIL TO AGREEMENT AND GRANT OF EASEMENT
NAME CAMBRIA COMM. SERV. DISTRICT.
STREET P. O. Box 65 SAN SIMEON STATE BEACH
CITY Cambria CA, 93428 SEWER AND WATER LINE

THIS AGREEMENT made and entered into this 1st day of December, 1977, by and between the STATE OF CALIFORNIA, acting through the Department of Parks and Recreation, hereinafter called "STATE", and Cambria Community Services District hereinafter called "GRANTEE";

WITNESSETH:

That STATE, pursuant to the provisions of Section 5012 of the Public Resources Code, and in consideration of the sum of three hundred fifty dollars (\$350.00), receipt of which is hereby acknowledged, does hereby grant unto GRANTEE a non-exclusive easement for the purpose of installing, maintaining, repairing and replacing a fourteen (14) inch water pipeline and a twelve (12) inch sewer pipeline in, over, under and across a strip of land twenty-five (25) feet in width through that certain real property in the County of San Luis Obispo, State of California, which is more fully described on the attached document marked "Exhibit A" which is hereby incorporated herein by reference as though here fully set forth.

The general location of said twenty-five (25) foot strip of land is shown in red on the attached drawing No. 1046, sheet 1 of 3, labeled San Simeon State Beach, Ownership Map, marked Exhibit "A" and by this reference made a part hereof.

This grant is made and accepted upon the following terms and conditions:

1. This grant is subject to all valid and existing contracts, lease, licenses, encumbrances and claims of title which may affect said property and the use of the word "grant" herein shall not be construed as a covenant against the existence of any thereof.
2. GRANTEE hereby waives all claims and recourse against the STATE for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to the use of said premises for said water and sewer lines are concerned. GRANTEE agrees to indemnify, save harmless and defend the STATE, its officers, agents, and employees against any and all claims, demands or causes of action that may be brought against the STATE, its officers, agents, and employees arising out of, or in any way connected with or incident to the use or occupancy of said premises for said water and sewer lines by the GRANTEE or the exercise by GRANTEE of the rights or privileges herein granted in connection with said water and sewer lines.
3. STATE expressly reserves the right to the use of said property in any manner, provided such use does not unrea-

sonably interfere with the use of the easement herein granted.

4. STATE expressly reserves the right to require GRANTEE at the expense of STATE, including all costs and damages related thereto, to remove and relocate all improvements placed by GRANTEE within the easement upon determination by STATE that said improvements interfere with the future development of STATE'S property. GRANTEE agrees that within one hundred eighty (180) days after written notice from STATE of such determination by STATE and demand for removal and relocation of said improvements, GRANTEE shall remove and relocate said improvements to a feasible location on the property of the STATE, and STATE shall furnish GRANTEE with a good and sufficient similar easement for said improvements in such new location, and GRANTEE thereupon shall reconvey to STATE the easement herein granted.

5. This agreement and the rights and privileges herein given GRANTEE shall terminate in the event that GRANTEE shall fail for a continuous period of one (1) year to utilize the rights and privileges herein granted.

6. In the event of the termination of this agreement GRANTEE shall, at GRANTEE'S own expense, when requested in writing to do so by STATE, remove all property and equipment placed by or for GRANTEE, upon the said premises and restore said premises as nearly as possible to the same state and condition they were in prior to the entry of GRANTEE upon said premises, but if GRANTEE shall fail so to do within

sixty (60) days after the aforesaid request is given, STATE may do so, all at the cost and expense of GRANTEE to be paid by GRANTEE on demand.

Upon termination of the rights herein granted, GRANTEE shall execute and deliver to STATE within thirty (30) days, a good and sufficient quitclaim deed to the rights arising hereunder.

7. This agreement shall not, nor shall any interest therein or thereunder, be assigned, mortgaged, hypothecated or transferred by Grantee whether voluntarily or involuntarily or by operation of law, nor shall GRANTEE let or sublet, or grant any licenses or permits with respect to the use and occupancy of the said premises or any portion thereof, without the written consent of STATE being first had and obtained; provided however that the above shall not apply in the event the GRANTEE changes into a different type of public entity.

8. GRANTEE is further given the right of reasonable ingress to and egress from the easement hereby granted, provided, however, that existing roads and trails shall be utilized for such purpose whenever reasonably possible and further provided that if such road or trail is not available, GRANTEE shall secure the consent of the STATE as to the route or routes to be followed for the purpose of such ingress and egress. Such right of ingress and egress shall at all times be exercised in a manner which will cause the least damage to the property of the STATE.

9. Upon completion of any work to be performed by GRANTEE on said easement, GRANTEE shall restore the surface of the easement to a condition satisfactory to the STATE.

10. GRANTEE, in the exercise of the rights herein granted, shall at all times comply with all applicable laws and lawful regulations, including such rules and regulations for the State Park System now in effect or hereafter adopted.

11. In the event that GRANTEE shall at any time be in default in respect to any of the covenants, matters or things to be kept, done or performed hereunder, then and in that event, STATE may at its option declare this agreement and all rights of GRANTEE hereunder forfeited and terminated, provided, however, before any forfeiture shall be declared hereunder by reason of default as aforesaid, STATE shall cause to be given to GRANTEE a written notice specifying the particulars wherein GRANTEE is in default and demanding performance in accordance with the terms of this agreement. If within thirty (30) days after such notice is given, GRANTEE shall fully comply therewith or in good faith shall have commenced the work necessary to comply therewith and henceforth shall diligently prosecute such work to completion, no forfeiture by reason of breach shall be declared hereunder, but, in the event of the failure of GRANTEE to comply with such notice, STATE may then declare and effect a forfeiture by reason of the default therein specified.

12. GRANTEE shall conduct its activities under this agreement in such a way as not to create a nuisance, which is a hazard to public health and safety and notwithstanding the provisions of paragraph 11. hereof, in the event of a violation of this covenant by GRANTEE, STATE, at its option, may forthwith terminate this agreement and all rights of GRANTEE hereunder, provided, however, before any termination shall be declared hereunder by reason of violation as aforesaid, STATE shall cause to be given to GRANTEE a written notice specifying the particulars wherein GRANTEE is in violation and demanding performance in accordance with the terms of this agreement. If within ten (10) days after such notice is given, GRANTEE shall fully comply therewith or in good faith shall have commenced the work necessary to comply therewith and henceforth shall diligently prosecute such work to completion, no termination by reason of breach shall be declared hereunder, but, in the event of the failure of GRANTEE to comply with such notice, STATE may then declare and effect a termination by reason of the default therein specified.

13. Any notice, demand or request required or authorized by this agreement to be given or made to or upon GRANTEE shall be deemed properly given or made if delivered, by certified mail postage prepaid to Cambria Community Services District, P. O. Box 65, Cambria, CA 93428 and to State at Department of Parks and Recreation, P. O. Box 2390, 1416 Ninth Street, Sacramento, CA 95811.

14. GRANTEE shall provide two (2) six (6) inch valved outlets in GRANTEE's water line on said premises from which STATE may take potable water from said water pipeline at any time in the future after GRANTEE has the water pipeline in use. The valved outlets will be located as shown on plans to be approved by STATE.

STATE shall not be required to pay a connection fee for connecting to said outlets in said water pipeline but STATE will pay GRANTEE for the actual cost of the meters installed to meter water taken at such outlets but only if the meter outlet is larger than one (1) inch. STATE shall pay the normal water rates paid by metered water users within Cambria Community Services District.

15. STATE agrees that if restriction of domestic water use is necessary for any reason in the future in the judgment of GRANTEE, then STATE's water supply will be restricted in the same proportion as motels and trailer parks in Cambria Community Services District during the same period of time.

16. GRANTEE shall at no cost to STATE, construct, at the time of construction of the initial line hereunder a pedestrian access walkway on top of the crossing structure supporting the water and sewer line across San Simeon Creek. The pedestrian crossing shall meet the design criteria to assure access and usability of said walkway for the physically handicapped and the plans for said crossing shall be approved by STATE prior to construction.

GRANTEE thereafter shall maintain and repair said bridge and water and sewer lines, excepting that portion designed specifically for pedestrian walkway purposes, namely bridge deck surface and handrails except GRANTEE shall restore said pedestrian walkway damaged or disturbed by GRANTEE during operation, maintenance and repair of said bridge, waterline or sewerline. STATE thereafter may use said pedestrian access facility and shall maintain and repair those portions specifically constructed for said pedestrian walkway purposes.

17. GRANTEE agrees to allow STATE to connect STATE's sewer system to GRANTEE's sewer system at the north end of Moonstone Beach Drive without a connection charge or annexation fee or any other direct or indirect charge except user charge stated below. Such connection may be made at anytime STATE desires to construct it's sewer pipeline from San Simeon State Beach to the Moonstone Beach Drive connection point. STATE shall be responsible for its waste water system up to the point of such connection.

18. STATE shall pay GRANTEE, for sewage disposal services for San Simeon State Beach, at the monthly rate of \$100.00 payable monthly. The obligation to make such payment shall commence when STATE connects its sewer system to GRANTEE's sewer system as provided for above.

19. Nothing herein shall preclude the parties by mutual agreement during the term hereof from increasing or decreasing the sum specified above to be paid by STATE for sewer service under this agreement. STATE will be notified of any such increase or

decrease in such sum prior to February 1st to be effective for the following fiscal year. All such increases or decreases shall attempt to reflect the cost of operating and maintaining GRANTEE's sewage collection, treatment and disposal facilities, to collect, treat and dispose of sewage from San Simeon State Beach, based on the ratio of the STATE's gallonage of sewage and quality of sewage discharged into GRANTEE's sewer system to the total gallonage and quality of sewage treated by GRANTEE in its system multiplied by the total cost to GRANTEE for the operation and maintenance of said system.

20. GRANTEE reserves the option of requiring STATE, subject to the availability of funds, to install a metering system to measure sewage flow from said State Beach.

The foregoing basis of payment specified in paragraphs 18 and 19 shall continue until meter/s are installed at San Simeon State Beach to measure the actual flow of effluent. STATE thereafter shall pay its prorated share of the cost of operating and maintaining said collection, treatment and disposal facilities, on the same basis as for all other motels and trailer parks in Cambria Community Services District, based on the ratio of the actual gallons of sewage and quality of sewage discharged into said sewage system as recorded by said meters to the total gallons and quality of sewage processed by GRANTEE multiplied by said operation and maintenance cost.

When and if meter/s are installed and used, GRANTEE shall furnish STATE a statement showing the total gallons of effluent processed annually by GRANTEE's Treatment Plant.

21. GRANTEE agrees that STATE shall have the right to dispose of and discharge all sewage from San Simeon State Beach through the connection point referred to in paragraph 17 above into District feeding lines appurtenant to said sewage plant at a rate of up to 30 gallons per minute and a maximum of 10,000 gallons per day.

All sewage disposed of or discharged into said feeding lines, appurtenant to said treatment plant, pursuant to this agreement shall meet the quality standards established now and in the future by GRANTEE and generally applicable to persons within Cambria Community Services District discharging sewage into District's sewer pipeline.

22. STATE reserves the right to construct its sewer pipeline within the twenty-five (25) foot wide easement herein granted and to attach STATE's sewer pipeline to the San Simeon Creek overcrossing as approved by GRANTEE, which approval shall not be unreasonably withheld by GRANTEE.

23. GRANTEE shall not permit open trenches on STATE property after any work on said water or sewer pipeline for GRANTEE is stopped for the day except upon the express written consent of the State Director of Parks and Recreation.

24. GRANTEE shall provide safeguards to protect the public during GRANTEE's construction of its facilities on State park property.

25. GRANTEE shall have all its equipment secured at night and shall not park its equipment on STATE property when said equipment is not in use during normal working hours.

IN WITNESS WHEREOF, the parties have executed this instrument upon the date first hereinabove appearing.

GRANTEE STATE OF CALIFORNIA
Cambria Community Services District DEPARTMENT OF PARKS AND RECREATION

By Walter V. Harding
Title _____

By Alice Wright-Cottingham
Title _____

By Louis Buclogan
Title Sec/HGRD

VERIFIED ALIEN LAND

Alice Wright-Cottingham

APPROVED
Department of General Services
John R. Healy
By
Senior Land Agent

State of California)
County of Sacramento) ss.

On this 5th day of December, in the year 1977, before me Adelaide V. Grubbs, a Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared Alice Wright-Cottingham known to me to be the Chief Deputy Director of the Department of Parks and Recreation of the State of California, and known to me to be the person who executed the within instrument on behalf of said public corporation, agency or political subdivision, and acknowledged to me that such public agency executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written.

ADELAIDE V. GRUBBS
NOTARY PUBLIC, CALIFORNIA
PRINCIPAL OFFICE IN
SACRAMENTO COUNTY
My Commission Expires Dec. 22, 1979

Adelaide V. Grubbs
Adelaide V. Grubbs
Notary Public

EXHIBIT "A"

UTILITY EASEMENT - San Simeon State Beach Park

DESCRIPTION

A strip of land, 25 feet in width, situated in the North West 1/4 of Section 16 and the North East 1/4 of Section 17, Township 27 South, Range 8 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, the centerline of which is described as follows:

Beginning at a point on the centerline of said easement from which a 2" iron pipe marking the 1/4 corner common to Sections 16 and 9 bears S 88°58'15" E - 2471.94 feet along the northerly line of Section 16;

Thence S 2°04'28" W - 21.12 feet to a point;

Thence S 26°04'45" W - 719.26 feet, across the line common to Sections 16 and 17, to the beginning of a tangent curve concave easterly and having a radius of 1,000.00 feet;

Thence southerly along said curve a distance of 592.21 feet to a point;

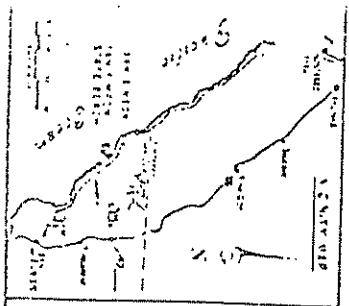
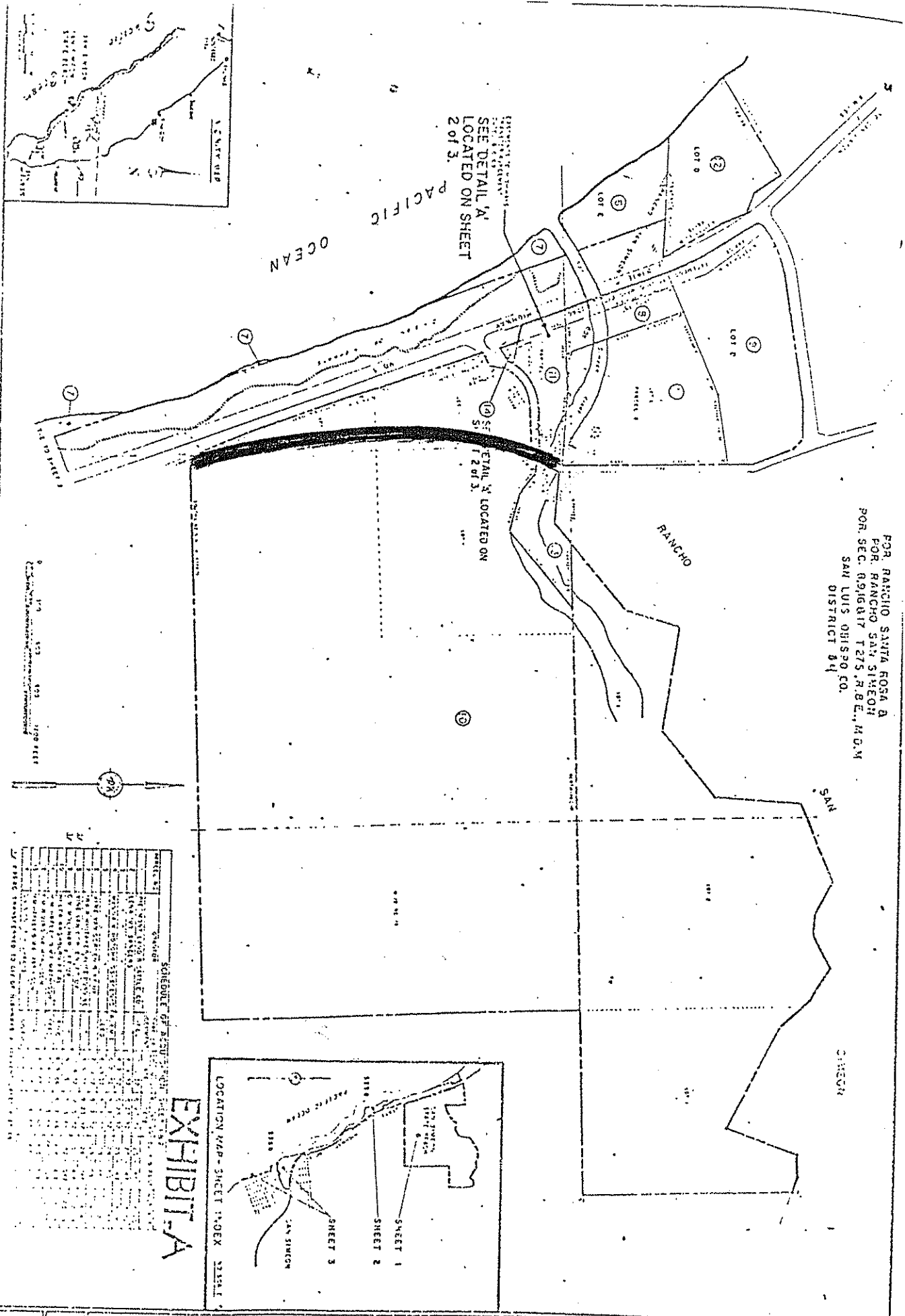
Thence S 7°51'07" E - 1315.60 feet to a point;

Thence S 19°44'47" E - 8.86 feet to a point on the East-West centerline of Section 17 from which a 2" iron pipe marking the intersection of said centerline of Section 17 and the easterly right-of-way line of State Highway No. 1 bears N 88°18'44" W - 14.53 feet. (Bearings based on Record of Survey 14/14).

The westerly and easterly lines of said strip of land to be shortened and prolonged, respectively, to terminate at said centerline of Section 17.

Excepting that portion within Van Gordon Creek Road.

FOR RANCHO SANTA ROSA A
 FOR RANCHO SAN SIMON
 POR. SEC. 09, 10, 11, 12, 13, R.B.E., M.D.M
 SAN LUIS OBISPO CO.
 DISTRICT 34



SEE DETAIL 'A'
 LOCATED ON SHEET
 2 of 3.

SEE DETAIL 'A' LOCATED ON
 SHEET 2 of 3.

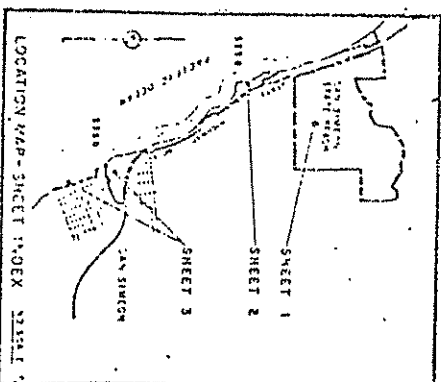
SCALE 1" = 400 FEET
 1" = 100 METERS



SCHEDULE OF ASSESSMENT

TRACT NO.	ACRES	ASSESSMENT
1	1.00	...
2	1.00	...
3	1.00	...
4	1.00	...
5	1.00	...
6	1.00	...
7	1.00	...
8	1.00	...
9	1.00	...
10	1.00	...
11	1.00	...
12	1.00	...
13	1.00	...
14	1.00	...

EXHIBIT A



**SAN SIMON STATE BEACH
 OWNERSHIP MAP**

RESOURCES AGENCY OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

DATE	BY	REVISION
10/65		

GOVERNING BOARD
CAMBRIA COMMUNITY SERVICES DISTRICT
County of San Luis Obispo
State of California

Dated: December 1, 1977

Resolution No. 22-12-77

A RESOLUTION APPROVING AGREEMENT AND GRANT OF EASEMENT WITH
THE STATE OF CALIFORNIA

RESOLVED, by the Board of Directors of the Cambria Community Services District, San Luis Obispo County, State of California, that

WHEREAS, the State of California has agreed to grant an easement to the Cambria Community Services District through State property, and

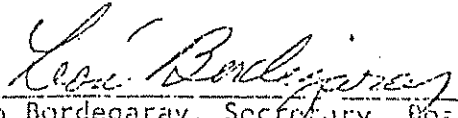
WHEREAS, it is in the public interest that the Cambria Community Services District accept said easement,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of the Cambria Community Services District that the agreement between the Cambria Community Services District and the State of California acting through the Department of Parks and Recreation, a copy of which is attached hereto marked Exhibit A and incorporated herein by reference, be and hereby is approved, and Walter V. Sterling, Vice-President of the Board of Directors of the Cambria Community Services District, and Leon Bordegaray, Secretary/Manager of the Cambria Community Services District, be and hereby are authorized to execute said agreement on behalf of the Cambria Community Services District.

* * * * *

I hereby certify that the foregoing resolution was duly and regularly passed and adopted by the Board of Directors of the Cambria Community Services District at a meeting thereof held on the 1st day of December, 1977, by the following vote:

AYES, and in favor thereof, Directors: Wm. C. Simms, R. W. Kruyer, F. G. Wall
None W. V. Sterling
ABSENT, Director A. F. DuFresno


Leon Bordegaray, Secretary, Board of Directors
Cambria Community Services District