

LAW OFFICES OF
PAUL A. GEIHS
314 POMEROY AVENUE
POST OFFICE BOX 155
PISMO BEACH, CALIFORNIA 93448
TELEPHONE NO. (805) 773-4601
FAX NO. (805) 773-4651
February 5, 2014

Charles Lester, Executive Director
California Coastal Commission
Central Coast District Office
725 Front Street, Suite 300
Santa Cruz, CA 95060

**RE: *Ontario Ridge Trail Cave Landing Assess Easement
Over Parcel 2 (APN: 076-231-063, 065)
County of San Luis Obispo, California;
Item No 32(a) of Coastal Commission Agenda and
Hearing of February 13, 2014, Pismo Beach, California***

Dear Mr. Lester:

Our firm represents a number of individuals who have long used and presently use the captioned trail for recreational purposes.


It is our understanding that the Coastal Commission is currently conducting a study and survey concerning the public's historical use of the Ontario Ridge trail to determine whether prescriptive easement rights to such use have been established; and are investigating whether the property owners of Parcel 2, Robert Edwin McCarthy III and Judith Tuttle McCarthy Family Trust, complied with County and Coastal Commission requirements before erecting certain fencing and signage blocking access to the Ontario Ridge trail.

In an effort to assist the Commission, enclosed is a copy of the Grant of Easements for Access recorded for the benefit of the public in the County of San Luis Obispo Recorder's Office on December 18, 2009, as Document No. 2009069462. This document establishes an express easement over the McCarthy's property (Parcel 2) which allows for recreational and other purposes, including such activities as hiking, sightseeing, nature study, nature contacting, and viewing of scenic sites on and over the Ontario Ridge trail pursuant to *Civil Code* section 846. Also enclosed is a copy of the current vesting deed recorded on July 20, 2012, as Document No. 2012039759, evidencing title to Parcel 2 in the McCarthy Family Trust.

We trust that this information will be helpful to you with regard to the captioned matter. Best professional regards.

Respectfully submitted,

LAW OFFICES OF PAUL A. GEIHS

By 
STEPHEN G. GEIHS, Attorney at Law

SGG:mar
w/enclosures

cc: Dan Carl, District Director
California Coastal Commission
Central Coast District Office
725 Front Street, Suite 300
Santa Cruz, CA 95060
w/enclosures

cc: Adrian Kamada, Coastal Program Analyst
California Coastal Commission
Central Coast District Office
725 Front Street, Suite 300
Santa Cruz, CA 95060
w/enclosures

cc: Linda Locklin
Coastal Access Program
California Coastal Commission
Central Coast District Office
725 Front Street, Suite 300
Santa Cruz, CA 95060
w/enclosures

cc: Adam Hill, Board Member
Board of Supervisors
County of San Luis Obispo
1055 Monterey Street
San Luis Obispo, CA 93408
w/enclosures

cc: Rita L. Neal, County Counsel
Office of the County Counsel
County of San Luis Obispo
County Government Center, Rm D320
San Luis Obispo, CA 93408
w/enclosures

cc: R & J McCarthy, III, Family Trust
1800 19th Street
Bakersfield, CA 93301
w/enclosures

cc: Kami Griffin, Acting Director
San Luis Obispo County Planning and Building Department
976 Osos Street, Room 300
San Luis Obispo, CA 93408
w/enclosures

cc: Tarren Collins, Esq.
Law Offices of Tarren Collins
P.O. Box 3063
Shell Beach, CA 93448
w/enclosures

A-22

JULIE RODEWALD
San Luis Obispo County - Clerk/Recorder
Recorded at the request of
Public

AM
12/18/2009
11:33 AM

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Clerk of the Board of Supervisors
County of San Luis Obispo
1055 Monterey Street
San Luis Obispo, CA 93408

DOC#: 2009069462



Titles: 1	Pages: 11
Fees	0.00
Taxes	0.00
Others	0.00
PAID	0.00

[Space above for Recorder's use]

GRANT OF EASEMENTS FOR ACCESS
(CAVE LANDING AND KING ACCESS EASEMENTS)

This Grant of Easements for Access ("Grant of Easements") is made as of December 15, 2009, by San Miguelito Partners, a California limited partnership ("Grantor") and the County of San Luis Obispo, a political subdivision of the State of California ("Grantee").

RECITALS

- A. Grantee is the owner of that certain real property as particularly described in Exhibit "A" attached hereto and made a part hereof ("Grantee's Property").
- B. Grantor and Grantee entered into that certain Real Property Purchase Agreement, dated November 18, 2008 ("Purchase Agreement") whereby Grantor sold to Grantee and Grantee purchased from Grantor Grantee's Property.
- C. Among other things, the Purchase Agreement provides that Grantor shall convey to Grantee certain easements for access to Grantee's Property.
- D. Grantor and Grantee desire to enter into this Grant of Easements in order to effectuate the matters described in Recital "C" above.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. Grant of Easements. Grantor hereby grants to Grantee and its successors and assigns in and to Grantee's Property non-exclusive twenty (20) foot wide easements for pedestrian and vehicular access only on, across, over, in and through those portions of Grantor's Property which are described and depicted on Exhibit "B" attached hereto and made a part hereof, for access to Grantee's Property ("Access Easements"). The Access Easements shall not unreasonably interfere with Grantor's use and enjoyment of Grantor's Property. Grantee shall have the right to improve and maintain the easements granted by this Grant of Easements.

Grantor shall have no obligation to improve or maintain the easements granted by this Grant of Easements. Grantee hereby acknowledges that this Grant of Easements is granted for recreational and other purposes pursuant to Civil Code section 846. Grantee further acknowledges that in their present condition the easements granted by this Grant of Easements are not safe for vehicular access. Grantee hereby assumes all liability for use of the easements granted by this Grant of Easements.

2. Relocation of Access Easements. The Access Easements may be relocated at Grantor's reasonable discretion and at Grantor's sole cost and expense to a location on Grantor's Property that Grantor and Grantee shall reasonably agree.

3. Successors and Assigns. This Grant of Easements shall be binding upon and inure to the benefit of Grantee, its heirs, successors, grantees, and assigns.

4. Authority. Each individual executing this Grant of Easements on behalf of a party hereto represents and warrants that he or she is duly authorized to execute and deliver this Grant of Easements on such party's behalf, and that in doing so such person is acting within the scope of such person's authority.

5. Notices. Any notice or demand required or permitted to be given pursuant to this Grant of Easements shall be given either personally, by certified or registered mail, postage prepaid, return receipt requested, by confirmed fax, or by reliable overnight courier to the address of the respective parties set forth on the signature page. Any notice if served personally shall be deemed delivered upon receipt, if served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile, and if served by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier. Either party may from time to time designate any other address for this purpose by written notice to the other party.

6. Recording. This Grant of Easements shall be recorded in the Official Records of the Recorder's Office of San Luis Obispo County.

7. Interpretation. This Grant of Easements shall be governed by the laws of the State of California. This Grant of Easements shall not be interpreted or construed against the party preparing it. The headings which have been used throughout this Grant of Easements have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Grant of Easements. Words of any gender used in this Grant of Easements shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

8. Survival. Terms and conditions of this Grant of Easements which by their sense and context survive the termination, cancellation or expiration of this Grant of Easements will so survive.

9. Counterparts. This Grant of Easements may be executed in counterparts, each of which shall constitute one original and all of which shall be one and the same instrument.

10. Entire Agreement. This Grant of Easements constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements, written or oral, concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Grant of Easements shall be effective only if in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Grant of Easements as of the date first written above.

SAN MIGUELITO PARTNERS,
a California limited partnership

By: San Miguelito Associates
a California limited partnership,
its general partner

By: Howard & Howard, Inc.
a California corporation
its general partner

By: Robert W. Howard
Name: Robert W. Howard
Title: Secretary

Address and Phone:
San Miguelito Partners
c/o Robert W. Howard
9 Red Rock Lane
Laguna Niguel, CA 92677
Tel: (949) 363-8696

COUNTY OF SAN LUIS OBISPO,
a political subdivision of the State of California

By: Grace S. Lister
Chairperson of the Board of Supervisors

Approved by the Board of Supervisors
this 15th Day of December, 2009.

Address, Phone and Fax:
Department of General Services
1087 Santa Rosa Street
San Luis Obispo, CA 93408
Tel: (805) 781-5901
Fax: (805) 781-1364

ATTEST:
JULIE L. RODEWALD
Clerk of the Board of Supervisors
By: Jenny Currence
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL EFFECT:

WARREN R. JENSEN
County Counsel
By: Warren R. Jensen
Assistant County Counsel

Date: 11/19/09

State of California }
 } ss.
 County of Orange }

On Nov. 10, 2009 before me, Carol Joy Miller,

Notary Public, personally appeared Robert W. Howard who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Carol Joy Miller



(SEAL)

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

On December 15, 2009 before me, SANDY CURRENS Deputy County Clerk-Recorder, County of San Luis Obispo, State of California, personally appeared BRUCE S. GIBSON, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon of which the person acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JULIE L. RODEWALD, County Clerk-Recorder and Ex-Officio Clerk of the Board of Supervisors

By: Sandy Currens
Deputy County Clerk-Recorder

(SEAL)

EXHIBIT A
GRANTOR'S PROPERTY

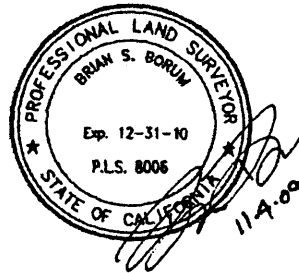
Parcel 3 of Parcel Map COAL 96-036 in the County of San Luis Obispo, State of California, according to a map recorded December 20, 1999 in Book 54, Page 36 of Parcel Maps, in the Office of the County Recorder of said county.

**EXHIBIT B
LEGAL DESCRIPTION
CAVE LANDING EASEMENT**

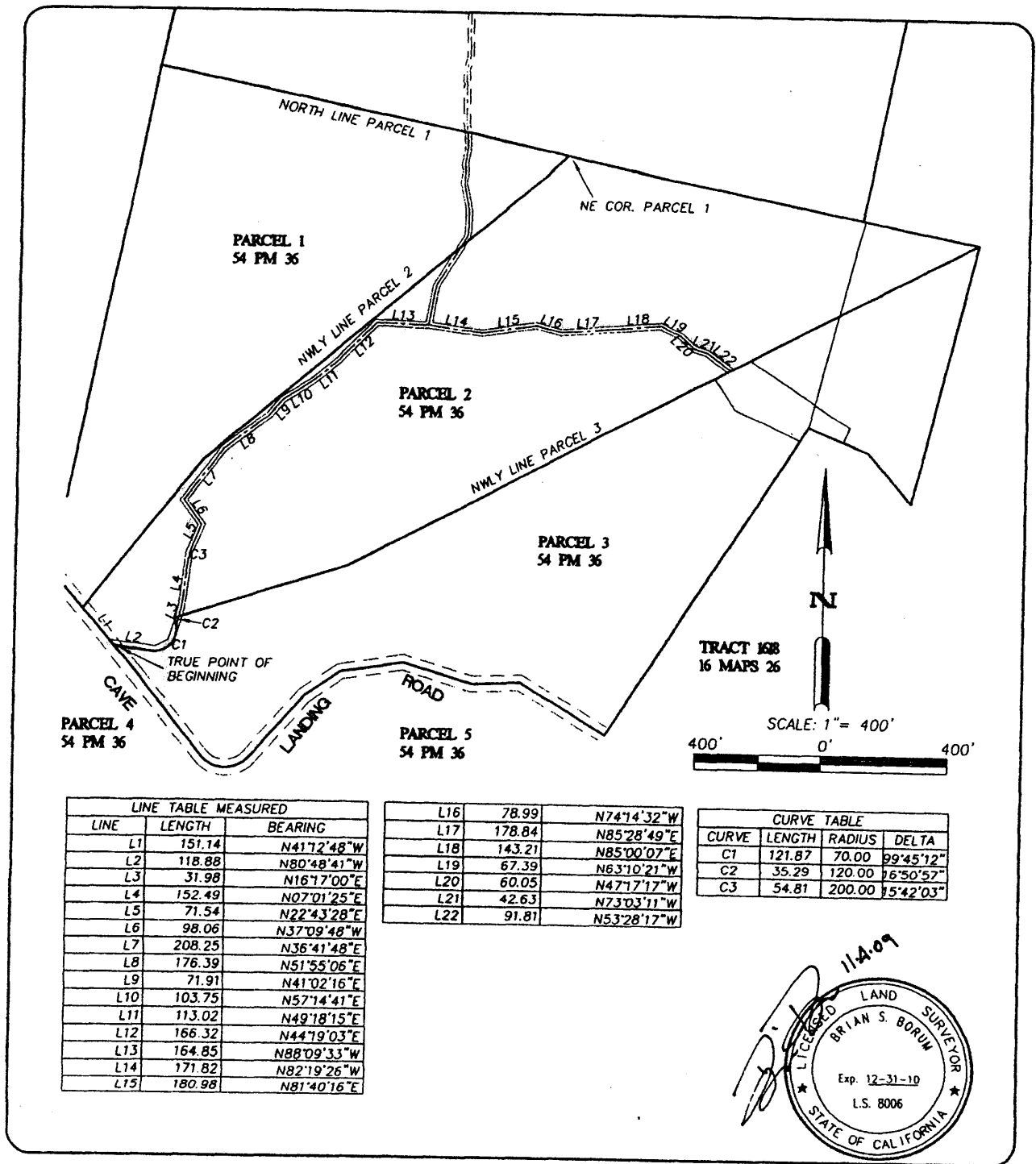
A 20.00 foot wide strip of land over portions of Parcels 2 and 3 of Parcel Map COAL 96-036 recorded in Book 54 of Parcel Maps at Page 36, of official records, located in the County of San Luis Obispo, State of California, the centerline of which is described as follows:

Commencing at the southwesterly corner of said Parcel 2; thence, South 41°12'48" East, along the southerly line of said Parcel 2, a distance of 151.14 feet to the southeasterly corner of said Parcel 2 and the southwesterly corner of said Parcel 3 and the TRUE POINT OF BEGINNING; thence, South 80°48'41" East, along the lines common to said Parcels 2 and 3, a distance of 118.88 feet; thence, northwesterly 121.87 feet along a curve concave northwesterly with a radius of 70.00 feet and a central angle of 99°45'12"; thence, northeasterly 35.29 feet along a reverse curve concave easterly with a radius of 120.00 feet and a central angle of 16°50'57"; thence, North 16°17'00" East, 31.98 feet; thence, North 07°01'25" East, 152.49 feet; thence, northeasterly 54.81 feet along a curve concave easterly with a radius of 200.00 feet and a central angle of 15°42'03"; thence, North 22°43'28" East, 71.54 feet; thence, North 37°09'48" West, 98.06 feet; thence, North 36°41'48" East, 208.25 feet; thence, North 51°55'06" East, 176.39 feet; thence, North 41°02'16" East, 71.91 feet; thence, North 57°14'41" East, 103.75 feet; thence, North 49°18'15" East, 113.02 feet; thence, North 44°19'03" East, 166.32 feet; thence, South 88°09'33" East, 164.85 feet; thence, South 82°19'26" East, 171.82 feet; thence, North 81°40'16" East, 180.98 feet; thence, South 74°14'32" East, 78.99 feet; thence, North 85°28'49" East, 178.84 feet; thence, North 85°00'07" East, 143.21 feet; thence, South 63°10'21" East, 67.39 feet; thence, South 47°17'17" East, 60.05 feet; thence, South 73°03'11" East, 42.63 feet; thence, South 53°28'17" East, 91.81 feet more or less to the northwesterly line of Parcel 3 of said Parcel Map COAL 96-036, a distance of 885.88 feet from the northerly most corner of said Parcel 3 measured along the northwesterly line thereof and the terminus of said centerline.

Note: The sidelines of said 20.00 foot wide strip shall extend or shorten to terminate on the boundaries of Parcels 2 and 3 of said Parcel Map COAL 96-036.



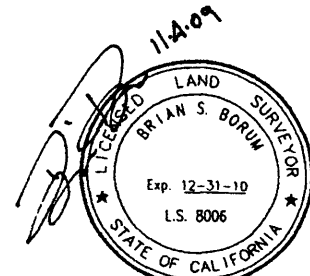
11-04-09
Omni Design Group Inc.



LINE TABLE MEASURED		
LINE	LENGTH	BEARING
L1	151.14	N41°12'48"W
L2	118.88	N80°48'41"W
L3	31.98	N16°17'00"E
L4	152.49	N07°01'25"E
L5	71.54	N22°43'28"E
L6	98.06	N37°09'48"W
L7	208.25	N36°41'48"E
L8	176.39	N51°55'06"E
L9	71.91	N41°02'16"E
L10	103.75	N57°14'41"E
L11	113.02	N49°18'15"E
L12	166.32	N44°19'03"E
L13	164.85	N88°09'33"W
L14	171.82	N82°19'26"W
L15	180.98	N81°40'16"E

L16	78.99	N74°14'32"W
L17	178.84	N85°28'49"E
L18	143.21	N85°00'07"E
L19	67.39	N83°10'21"W
L20	60.05	N47°17'17"W
L21	42.63	N73°03'11"W
L22	91.81	N53°28'17"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	121.87	70.00	99°45'12"
C2	35.29	120.00	16°50'57"
C3	54.81	200.00	15°42'03"



PLOT DATE: _____
 JOB NO. _____
 DWG. NAME: _____
 SCALE: _____
 SHEET NO.: _____

EXHIBIT B
CAVE LANDING EASEMENT

omni
 DESIGN GROUP

ARCHITECTURE
 CIVIL ENGINEERING
 SURVEYING

687 TANK FARM ROAD, SUITE 140
 SAN LUIS OBISPO
 CALIFORNIA 93401
 PHONE: (805) 544-9700
 FAX: (805) 544-4327
 www.omni-surveygroup.com

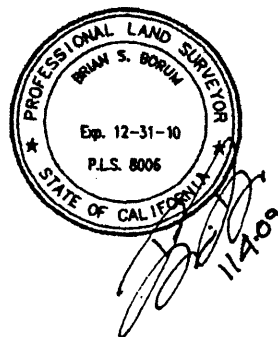
DRW BY: _____ CHK BY: _____

EXHIBIT B
LEGAL DESCRIPTION
KING ACCESS EASEMENT

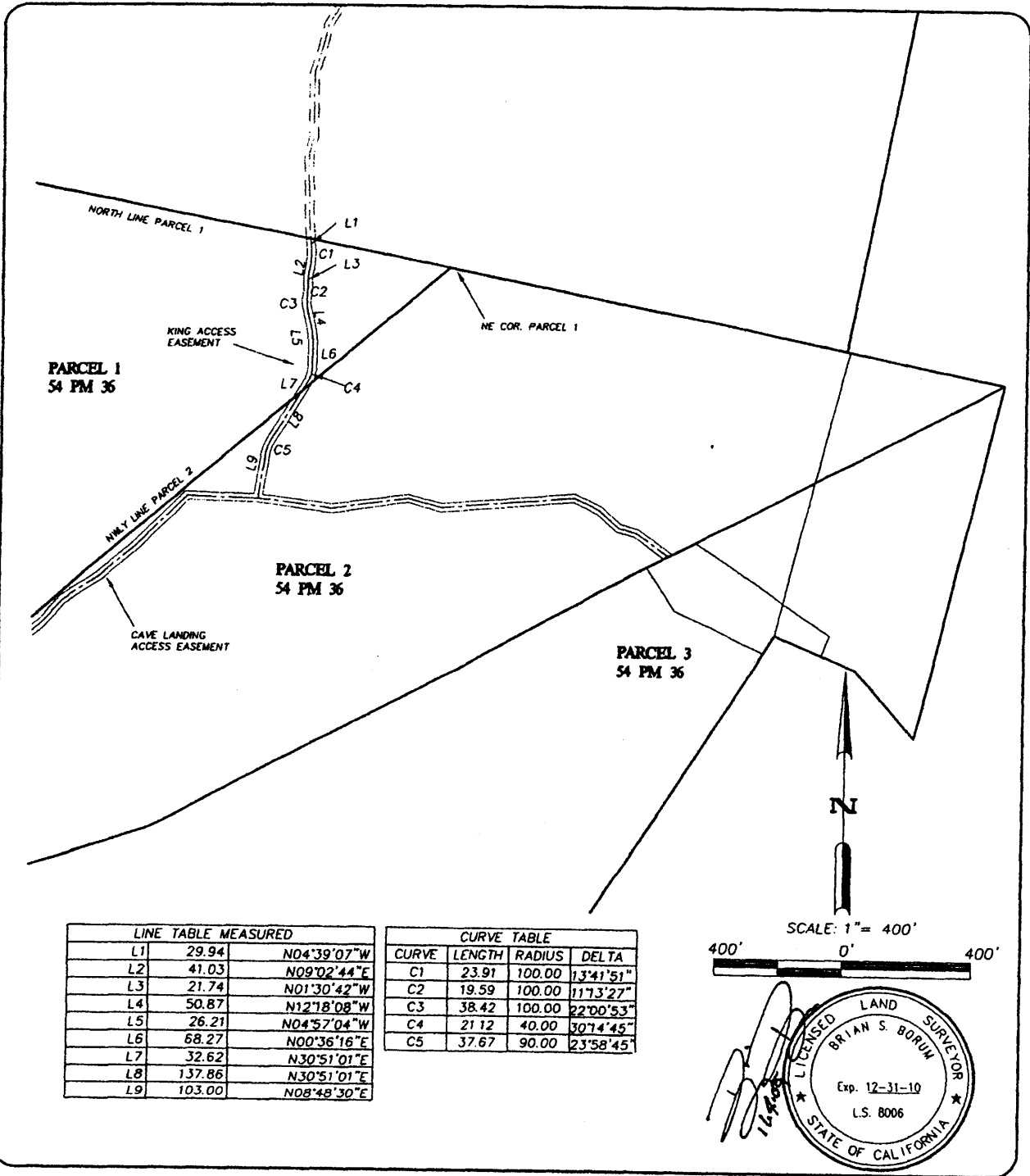
A 20.00 foot wide strip of land over portions of Parcels 1 and 2 of Parcel Map COAL 96-036 recorded in Book 54 of Parcel Maps at Page 36, of official records, located in the County of San Luis Obispo, State of California, the centerline of which is described as follows:

Commencing at the northeast corner of said Parcel 1; thence, North 78°29'23" West, along the North line of said Parcel 1 a distance of 336.12 feet to the centerline of an existing graded travel way and the TRUE POINT OF BEGINNING; thence, South 04°39'07" East, 29.94 feet; thence, southerly, 23.91 feet along a curve concave to the west with a radius of 100 feet and a central angle of 13°41'51"; thence, South 09°02'44" East, 41.03 feet; thence, South 01°30'42" East, 21.74 feet; thence, southerly 19.59 feet along a curve concave to West with a radius of 100.00 feet and a central angle of 11°13'27"; thence, continuing southerly 38.42 feet along a reverse curve concave to the East with a radius of 100.00 feet and a central angle of 22°00'53"; thence, South 12°18'08" East, 50.87 feet; thence, South 04°57'04" East, 26.21 feet; thence, South 00°36'16" West, 68.27 feet; thence, southerly 21.12 feet along a curve concave to the West with a radius of 40.00 feet and a central angle of 30°14'45"; thence, South 30°51'01" West, 32.62 feet to the intersection with the northwesterly line of said Parcel 2 said line also being the southeasterly line of said Parcel 1; thence, South 30°51'01" West, 137.86 feet; thence, southerly 37.67 feet along a curve concave to the East with a radius of 90.00 feet and a central angle of 23°58'45"; thence, South 08°48'30" East, 103.00 feet to the intersection with an existing graded travel way.

Note: The sidelines of said 20.00 foot wide strip shall extend or shorten to terminate on the North boundary of Parcels 1 and the existing graded travel way.



11-04-09
Omni Design Group Inc.



PLOT DATE: _____
 JOB NO. _____
 DWG. NAME: _____
 SCALE: _____
 SHEET NO.: _____

EXHIBIT B
KING ACCESS EASEMENT

omni
DESIGN GROUP
 ARCHITECTURE
 CIVIL ENGINEERING
 SURVEYING
 489 TANK FARM ROAD SUITE 140
 SAN LUIS OBISPO
 CALIFORNIA 93401
 PHONE: (805) 544-9700
 FAX: (805) 544-4327
 www.omnidesigngroup.com
 DRW BY: _____ CHK BY: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Grant of Easements for Access from San Miguelito Partners, a California limited partnership, to the County of San Luis Obispo is hereby accepted by order of the Board of Supervisors, pursuant to authority conferred by Board action approved on December 15, 2009. The grantee hereby consents to the recordation thereof by its duly authorized officer.

Dated: 12/15/2009
By: Bruce S. Gibson
Chairperson of the Board of Supervisors

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

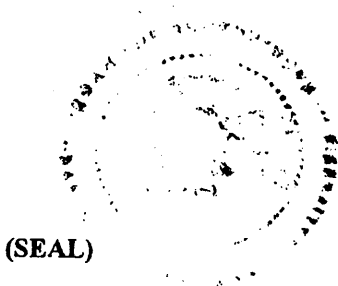
On December 15, 2009, before me, SANDY CURENS Deputy County Clerk-Recorder, County of San Luis Obispo, State of California, personally appeared BRUCE S. GIBSON, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon of which the person acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JULIE L. RODEWALD, County Clerk-Recorder and Ex-Officio Clerk of the Board of Supervisors

By: Sandy Currens
Deputy County Clerk-Recorder



(SEAL)

END OF DOCUMENT

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL DOCUMENT TO:
R & J McCarthy, III, Family Trust
1800 19th Street
Bakersfield, CA 93301

JULIE RODEWALD
San Luis Obispo County - Clerk/Recorder
Recorded at the request of
First American Title Company

ASK
7/20/2012
3:38 PM

DOC#: 2012039759



Titles: 1 Pages: 2
Fees 17.00
Taxes ** Conf **
Others 10.00
PAID \$27.00

Space Above This Line for Recorder's Use Only

A.P.N.: 076-231-063, 065

File No.: 4009-3402967 (LB)

SURVEY MONUMENT FEE \$10.00

GRANT DEED

DTT DECLARATION FILED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$PER SEPARATE STATEMENT; CITY TRANSFER TAX \$;
SURVEY MONUMENT FEE \$

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area; City of , and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **San Miguelito Partners, a California limited partnership**

hereby GRANTS to **Robert Edwin McCarthy III and Judith Tuttle McCarthy, Co-Trustees of the R & J McCarthy, III, Family Trust dated February 20, 1993**

the following described property in the unincorporated area of , County of **San. Luis Obispo**, State of **California**:

PARCEL 2 OF PARCEL MAP COAL 96-036, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED DECEMBER 20, 1999 IN BOOK 54, PAGE 36 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FILED	FEE PAID	EXEMPT	OUT OF STATE
AK			

Mail Tax Statements To: **SAME AS ABOVE**

Grant Deed - continued

Date: 07/18/2012

A.P.N.: 076-231-063, 065

File No.: 4009-3402967 (LB)

Dated: 07/18/2012

San Miguelito Partners, a California limited partnership

By: San Miguelito Associates, a California limited partnership, its General Partner

By: Howard & Howard, Inc., a California corporation, its General Partner

[Signature]
By: Robert W. Howard, Secretary

STATE OF California)SS
COUNTY OF Orange)

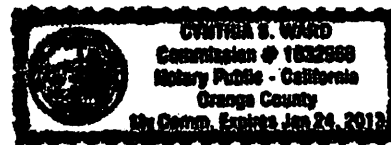
On July 19, 2012, before me, Cynthia S. Ward, Notary Public, personally appeared Robert W. Howard

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature
Cynthia S. Ward



My Commission Expires: 11/24/13

This area for official notarial seal

Notary Name: Cynthia S. Ward
Notary Registration Number: 1832968

Notary Phone: 949-364-3684
County of Principal Place of Business: Orange