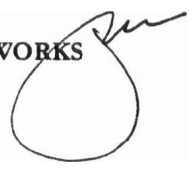


TO: JAMES L. APP, CITY MANAGER  
FROM: JOHN R. McCARTHY, DIRECTOR OF PUBLIC WORKS  
SUBJECT: ACCEPT AN OFFER TO DEDICATE  
DATE: MAY 18, 1999



**Needs:** For the City Council to adopt the attached Resolution accepting property for a future public road.

- Facts:**
1. In September 1998, the Planning Commission adopted Resolution No. 98-66 which approved the development of a Jack-in-the-Box restaurant, a convenience store, and a gasoline facility. This project is known as PD 98-008.
  2. The project site is located at the east end of Highway 46 on the east side of Ramada Drive.
  3. Approval of PD 98-008 required that the property owner dedicate right-of-way for a future roadway as delineated on the City's General Plan, also known as the "loop road".
  4. The property owner was also required to enter an Agreement for the future formation of an Assessment District for the installation of improvements at Highway 46 and 101 interchange.

**Analysis and Conclusion:** The property owner has signed the attached, dedicating the property for the future roadway.

**Policy Reference:** General Plan  
Resolution No. 98-066 which approved PD 98-008

**Fiscal Impact:** None

- Options:**
- A. That the City Council adopt the attached Resolution to accept an Offer of Dedication from Leo and Tamara Tidwell and authorize the Mayor to execute an Agreement regarding the formation of an Assessment District for the future installation of improvements at Highway 46 and 101 interchange.
  - B. That the City Council amend, modify or reject the above option.

Attachments: (2)  
1) Resolution  
2) Offer of Dedication

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

CITY OF EL PASO DE ROBLES  
ENGINEERING DIVISION  
1000 SPRING STREET  
PASO ROBLES, CA 93446

ATTN.: CITY ENGINEER

**FOR RECORDERS USE ONLY**

**RESOLUTION NO. 99-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES  
ACCEPTING AN OFFER OF DEDICATOIN FOR PUBLIC ROAD PURPOSES (TIDWELL)**

**WHEREAS**, the City has received an Offer of Dedication from Leo and Tamara Tidwell; and

**WHEREAS**, this Offer of Dedication is for public road purposes.

**THEREFORE, BE IT RESOLVED AS FOLLOWS:**

Section 1. That the City Council of the City of Paso Robles does hereby accept the Offer of Dedication and consent to the recordation of said Offer of Dedication by its duly authorized officers.

Section 2. That the City Council of the City of Paso Robles does hereby cause a certified copy of this resolution to be recorded in the Office of the County Clerk Recorder of San Luis Obispo County, State of California.

**PASSED AND ADOPTED** by the City Council of the City of Paso Robles, this 18<sup>th</sup> day of May, 1999, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Duane Picanco, Mayor

**ATTEST:**

\_\_\_\_\_  
Madelyn Paasch, City Clerk

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

CITY ENGINEER  
CITY OF EL PASO DE ROBLES  
1000 SPRING STREET  
PASO ROBLES, CA 93446

FOR RECORDER USE ONLY

**IRREVOCABLE & PERPETUAL  
OFFER TO DEDICATE**

**THIS OFFER TO DEDICATE**, made the 26<sup>th</sup> day of March 1999, by  
Leo W. Tidwell, Jr. and Tamara Ann Tidwell, hereinafter termed "**OFFEROR**":

**WHEREAS**, said **OFFEROR** desires to make an offer to dedicate, irrevocably, to the public, an easement for storm drain and maintenance access purposes, which offer may be accepted at any time by any governmental entity which has the power to establish, construct and maintain storm drains.

**NOW, THEREFORE**, said **OFFEROR** covenants and promises as follows:

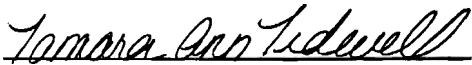
1. That said **OFFEROR** is the owner of the following interest described below:  
SEE ATTACHED EXHIBIT "A"
2. That said **OFFEROR** does hereby irrevocably and in perpetuity offer to such a governmental entity a dedication of an easement for storm drain and maintenance access, and incidental uses upon the following described property:  
SEE ATTACHED EXHIBIT "B"
3. That until such time as the above offer of dedication is accepted by such a governmental entity, all owners of property contiguous to the above described road parcel shall have the right to the use of said road parcel.
4. That said **OFFEROR** agrees that said offer of dedication shall be irrevocable and that such a government entity may, at any time in the future, accept said offer of dedication of the public right-of-way.

5. That said **OFFERER** agrees that this irrevocable and perpetual Offer to Dedicate is and shall be binding on his heirs, legatees and assignees.

**IN WITNESS WHEREOF**, this **Offer to Dedicate** is hereby executed by the said **OFFEROR** on the day and year first above written.

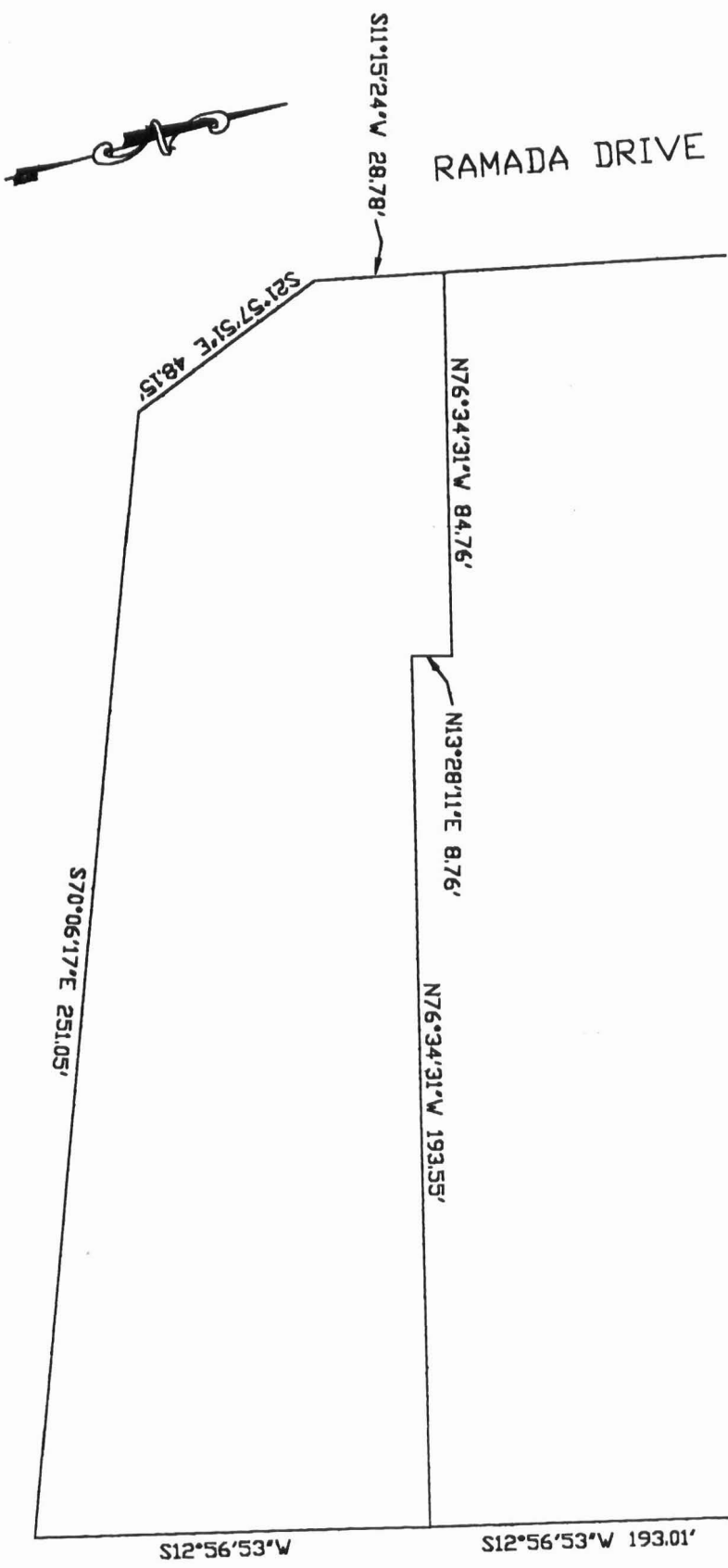


Offeror: Leo W. Tidwell, Jr.



Offeror: Tamara Ann Tidwell

**(SIGNATURE[S] MUST BE NOTARIZED)**



RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

ENGINEERING DIVISION  
CITY OF EL PASO DE ROBLES  
1000 SPRING STREET  
PASO ROBLES, CA 93446

FOR RECORDER USE ONLY

**AGREEMENT TO PARTICIPATE IN AND NOT OPPOSE FORMATION  
OF AN ASSESSMENT DISTRICT FOR THE INSTALLATIONS OF  
IMPROVEMENTS AT THE HIGHWAY 46 AND 101 INTERCHANGE  
AT THE PROJECT BUILD-OUT FOR THIS STUDY AREA**

**THIS AGREEMENT**, is made and entered into this 9th day of March, 1999, by and between Leo W. Tidwell, Jr (hereinafter collectively referred to as "OWNER") and the **CITY OF EL PASO DE ROBLES**, a municipal corporation (hereinafter referred to as "CITY").

**WITNESSETH:**

**WHEREAS, OWNER** is the record owner of the real property situated in the City of El Paso de Robles, County of San Luis Obispo, State of California, hereinafter referred to as the "subject property", which is more particularly described as follows: **SEE EXHIBIT 'A'**

**WHEREAS, OWNER** is required to participate in the Highway 46/101 Interchange Assessment District for PD 98-008 as a condition of approval to Resolution No. 98-066, Condition No. 5 Dated September 22, 1998, and

**WHEREAS**, as an alternative to installing the freeway interchange improvements, the **OWNER** may and has elected to provide to the **CITY** this recordable document waiving, on his behalf, and on behalf of all future owners, heirs and their assigns, the right to protest any future assessment district for the installation of the freeway interchange involving the subject property, that may be formed; and

**WHEREAS**, execution of this agreement by **OWNER** and **CITY**, and subsequent performance of its obligations by **OWNER** and his successors in interest will satisfy the requirement imposed as a condition of approval of said **Project**.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated herein as if set forth in full.

2. **Formation of Assessment District.** Upon demand by CITY, OWNER will participate in, and will not oppose, the formation of an assessment district or other proceedings, including but not limited to the establishment of a special tax, for the installation of Highway 46/101 Freeway interchange and all necessary appurtenances in connection therewith. Such participation shall include affirmatively submitting a ballot in support of the proposed formation or establishment as may be required by Articles XIIC and XIID of the California Constitution.

3. **Construction of Improvements.** OWNER agrees to participate at a future date, by bearing his proportionate and lawful cost under an assessment district or other proceedings including, but not limited to, the establishment of a special tax that provides for the installation of interchange improvements and all necessary appurtenances in connection therewith, upon demand by CITY.

4. **Waiver of Right of Protest.** OWNER agrees, on behalf of himself and his successors in interest, to waive the right to file or present any oral or written protest against the establishment of an assessment district or other proceedings by the CITY to install the improvements described in Paragraphs 2 and 3 above.

5. **Agreement Runs with the Land.** This Agreement shall run with the subject property described above and shall be binding upon the OWNER and all his assigns and successors in interest.

6. **Indemnification.** The OWNER, and his successors in interest, shall defend, indemnify and save harmless the City of El Paso de Robles, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability for injury or death to persons whomsoever or damage or loss or destruction of property whatsoever that is occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out

of this Agreement, except to the extent that such claims, etc. are caused by the sole and direct negligence of the City.

7. **Effect of Waiver.** Waiver of breach of any one term, covenant, or other provision of this Agreement, is not a waiver of breach of any other term, nor subsequent breach of the term or provision waived.

8. **Notices.** Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given shall be addressed as follows:

**CITY:** Director of Public Works  
City of El Paso de Robles  
1000 Spring Street  
Paso Robles, CA 93446

**OWNER:** Leo W. Tidwell, Jr.  
11 B Ramada Drive  
Paso Robles, CA. 93446

Provided that any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

9. **Validity of Other Agreements.** This Agreement is in addition to, and does not supersede, any other agreement or agreements entered into by and between the parties hereto, except that with regards to the specific subject matter of this Agreement, this document represents the entire and integrated agreement between CITY and OWNER and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument, signed by both CITY and OWNER and recorded in accordance with Section 11 of this Agreement.

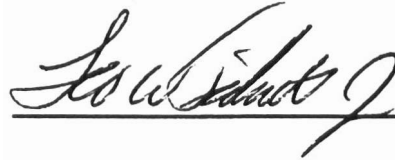


10. **Invalidity.** If any term, convenient, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

11. **Agreement to be Recorded.** OWNER and CITY intend and consent to the recordation of this Agreement in the office of the County Recorder of the County of San Luis Obispo.

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

OWNER:



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CITY OF EL PASO DE ROBLES

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DUANE PICANCO, MAYOR

ATTEST:

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Madelyn Paasch, City Clerk

Approved as to Form and Effect:

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Iris Yang, City Attorney

NOTE: SIGNATURES MUST BE NOTARIZED