

**TO:** James L. App, City Manager  
**FROM:** Robert A. Lata, Community Development Director  
**SUBJECT:** Termination of Drainage Maintenance Agreement, Kilpatrick  
**DATE:** March 15, 2005

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**Needs:** For the City Council to consider an Agreement for the termination of an existing Drainage Maintenance Agreement as requested by Richard Kilpatrick, resident of 1211 Mariah Lane.

- Facts:**
1. Richard and Janet Kilpatrick own the property located at 1211 Mariah Lane. The property is legally identified as Lot 60 of Tract 1463-2.
  2. On May 27, 1997, the City recorded Document No. 1997-026559, a certain Drainage and Maintenance Agreement dated May 12, 1997 between Andrew Charnley and the City of Paso Robles upon 14 lots then owned by Charnley.
  3. The Drainage and Maintenance Agreement provided it shall run with the land and be binding upon Charnley, his heirs, executors, administrators and assigns. Subsequently, Lot 60 was obtained by Richard and Janet Kilpatrick.
  4. Upon review, the City Engineer has determined that as to Lot 60 only, the terms and conditions of the Drainage and Maintenance Agreement are no longer needed by the City.
  5. The City and the Kilpatrick's desire to terminate the Drainage and Maintenance Agreement as to Lot 60 only, with no effect as to all other lots subject to the Agreement.

**Analysis  
and**

**Conclusion** In the original grading scheme of Tract 1463-2, a concrete lined drainage swale was constructed across the rear (the southerly boundary) of Lot 60. The swale accepted storm water run-off from Lots 58 and 59, and continued across Lots 61 through 64. As a condition of acceptance of the subdivision, the City required the developer to accept responsibility for the maintenance of the swale in accordance with a Drainage and Maintenance Agreement.

Subsequently, Lots 55 through 59 were re-subdivided to create Autumn Breeze Lane. The new subdivision re-graded and re-arranged the lots in a manner that eliminated the need for the drainage swale on adjacent Lot 60. The elimination of the drainage swale eliminates the need for the Agreement with the City.

The Kilpatrick's desire to sell their property, and therefore this would be a prudent time to clear the title of Lot 60 from the Drainage and Maintenance Agreement.

**Policy**

**Reference:** None

**Fiscal**

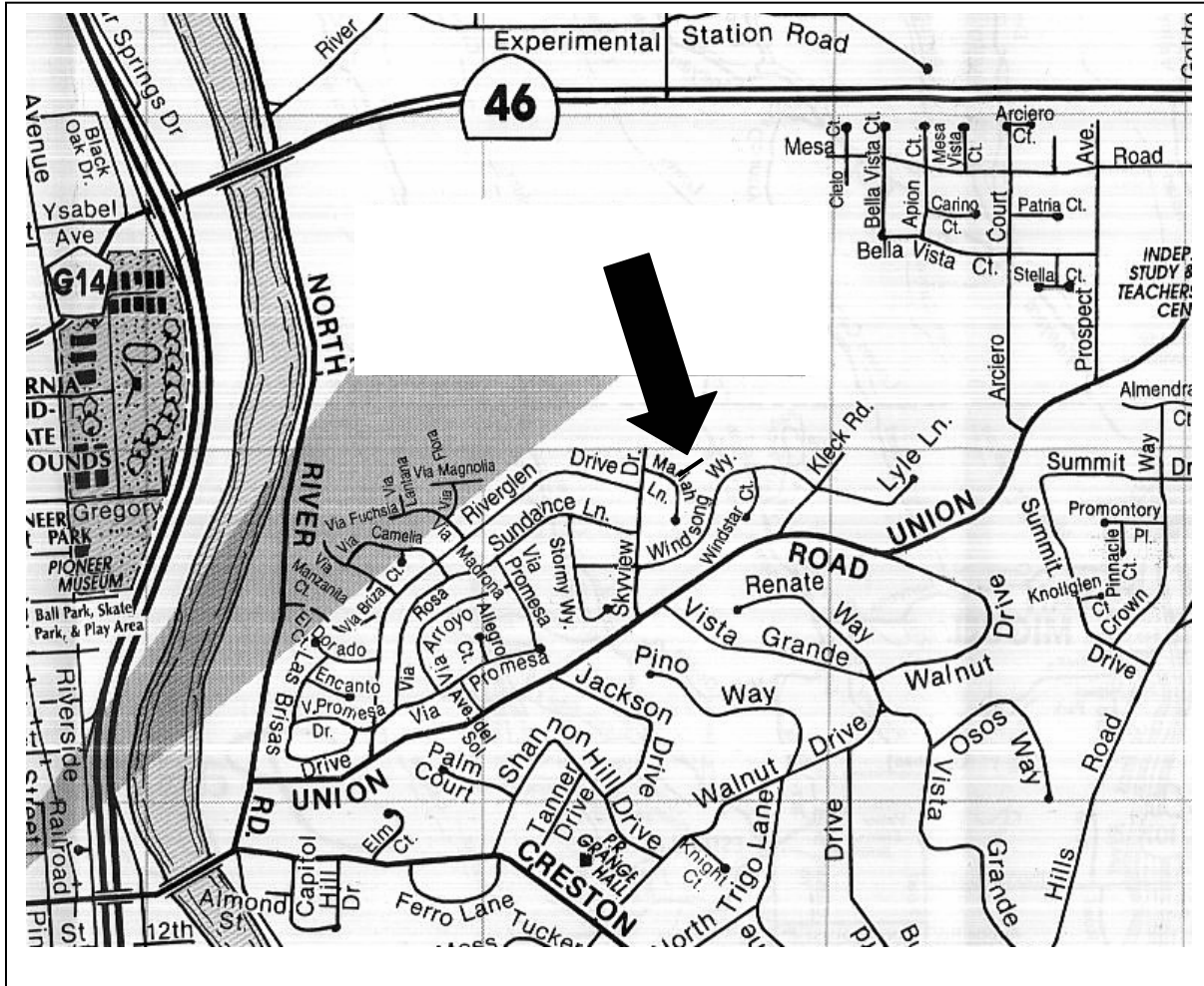
**Impact:** None

- Options:**
- a. Adopt Resolution No. 05-xx authorizing the City Manager to enter into an Agreement with Richard and Janet Kilpatrick for the termination of a Drainage and Maintenance Agreement as it pertains to Lot 60 of Tract 1463-2.
  - b. Amend, modify or reject the above option.

Attachments: (5)

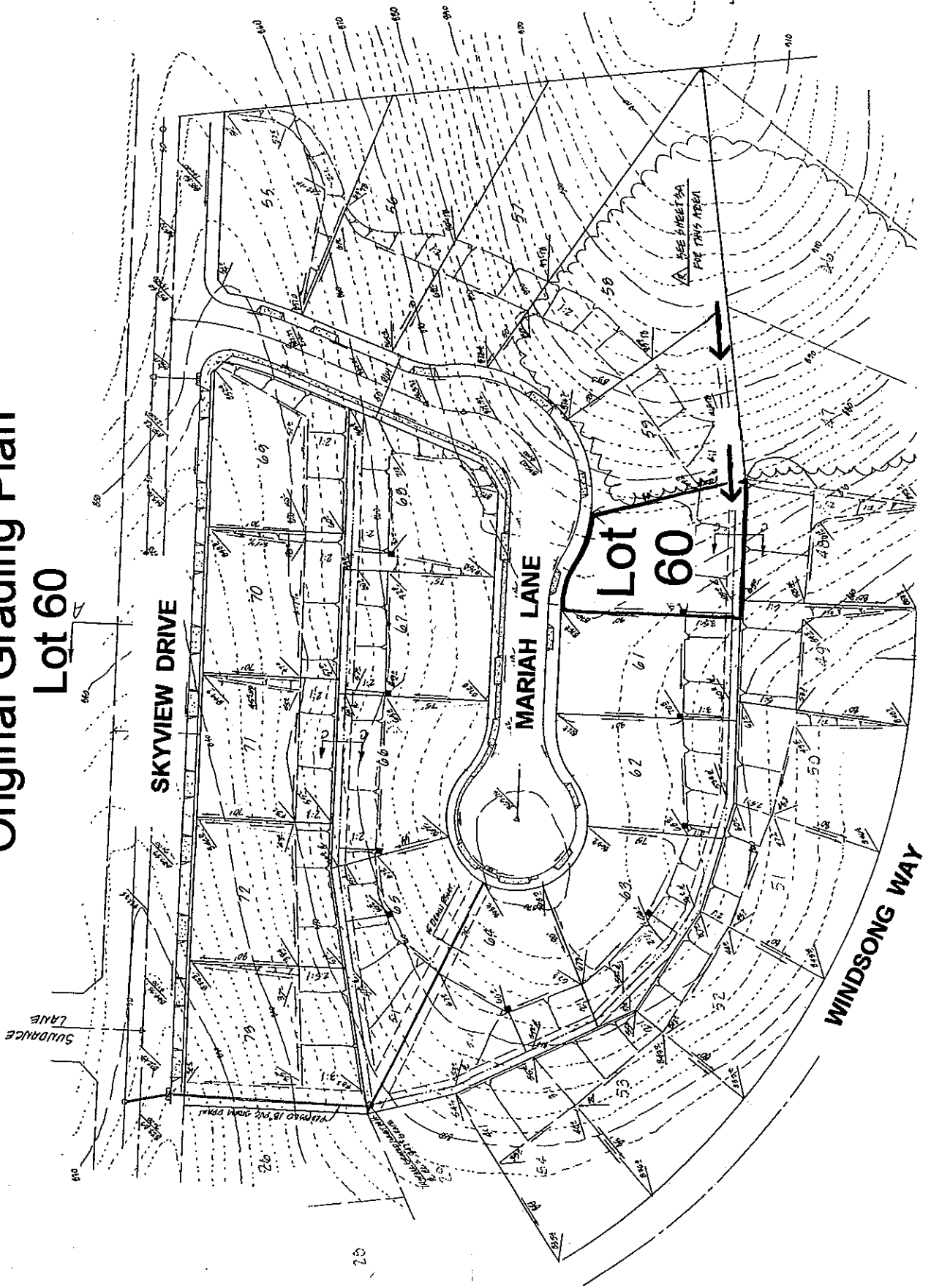
1. Vicinity Map
2. Original Grading & Drainage Plan
3. Re-Subdivision Grading & Drainage Plan
4. Resolution
5. Agreement

# Vicinity Map Kilpatrick Drainage Agreement

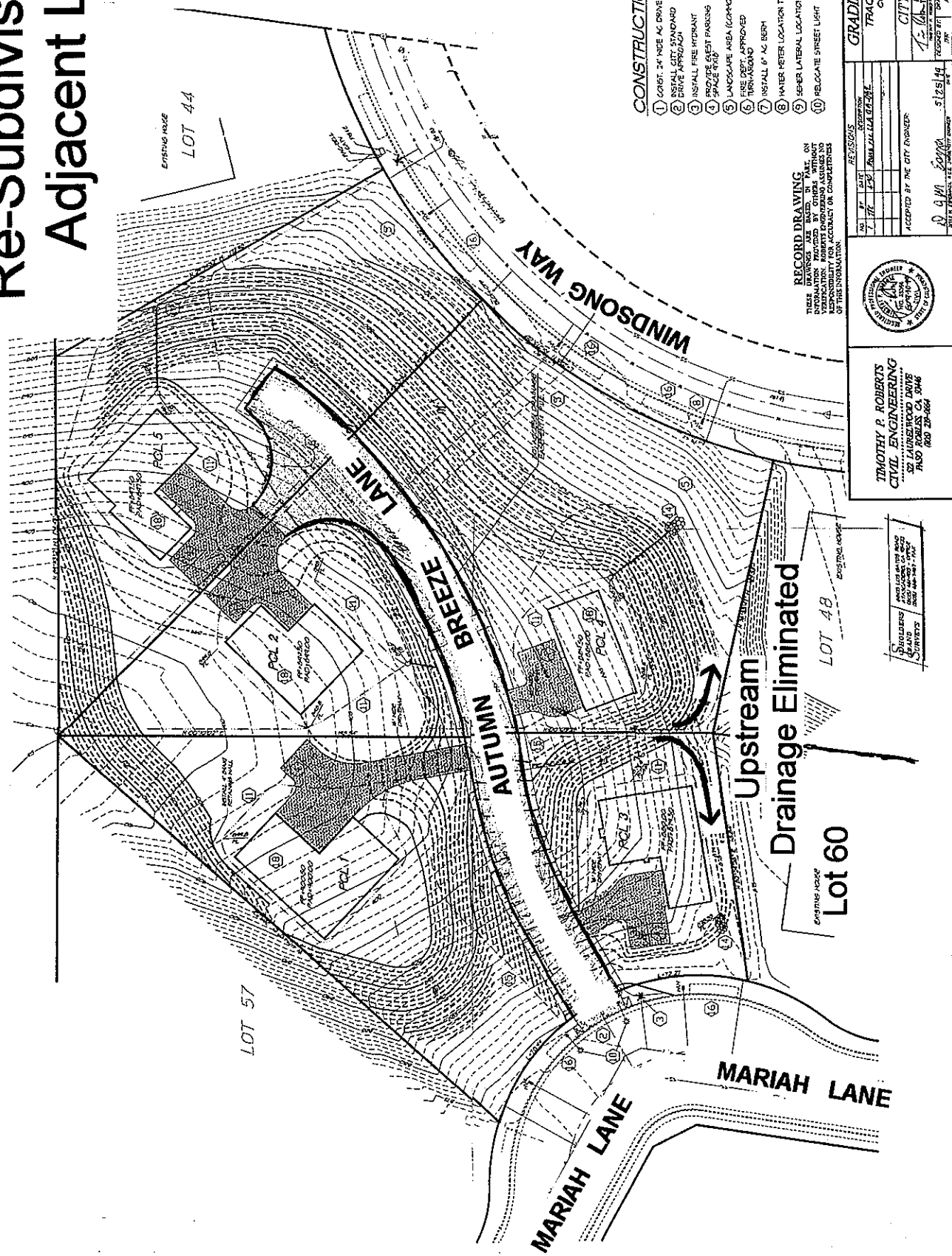


# Original Grading Plan

## Lot 60



# Re-Subdivision of Adjacent Lots



### CONSTRUCTION NOTES

1. CONSTRUCT 3" HDPE 6' GUY
2. BURN SHALE 18" IN PRE-CUT
3. INSTALL PVC DRAIN INLET BO.
4. INSTALL 6" PVC DRAIN INLET BO.
5. INSTALL 6" PVC DRAIN INLET BO.
6. PLACE 2" COL. 10% ROCK BUMP
7. PLACE 2" COL. 10% ROCK BUMP
8. PLACE 2" COL. 10% ROCK BUMP
9. PLACE 2" COL. 10% ROCK BUMP
10. PLACE 2" COL. 10% ROCK BUMP
11. PLACE 2" COL. 10% ROCK BUMP
12. PLACE 2" COL. 10% ROCK BUMP
13. PLACE 2" COL. 10% ROCK BUMP
14. PLACE 2" COL. 10% ROCK BUMP
15. PLACE 2" COL. 10% ROCK BUMP
16. PLACE 2" COL. 10% ROCK BUMP
17. PLACE 2" COL. 10% ROCK BUMP
18. PLACE 2" COL. 10% ROCK BUMP

RECORD DRAWING  
 THESE DRAWINGS ARE MADE IN PART ON  
 INFORMATION SUPPLIED BY THE CLIENT.  
 CONTRACTOR SHALL BE RESPONSIBLE FOR  
 VERIFYING ALL INFORMATION AND ASSUMES  
 RESPONSIBILITY FOR ACCURACY OR COMPLETENESS  
 OF THIS INFORMATION.

<b>TIMOTHY P. ROBERTS</b> CIVIL ENGINEERING 3000 UNIVERSITY BLVD. PASO ROBLES, CA 93426 (805) 238-8868		
PREPARED BY: <b>Timothy P. Roberts</b> DATE: <b>1/15/14</b>	CHECKED BY: <b>Timothy P. Roberts</b> DATE: <b>1/15/14</b>	
RECEIVED BY: <b>AMALIA LARZELLE</b> DATE: <b>1/15/14</b>		
ACCEPTED BY THE CITY ENGINEER: <b>[Signature]</b>		
CITY OF PASO ROBLES, CA TRACT 1483-2 LOTS 45-47, 58-59 COMMON PRIVATE DRIVEWAY PLAN MARIAH LANE 430-44		

BOUNDARIES  
 PROVISIONS OR BEYOND  
 SHOWN  
 SUBJECT TO SURVEY  
 RECORDS

0 10' 20' 40'  
 SCALE: 1"=20'

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

CITY OF EL PASO DE ROBLES  
1000 Spring Street  
Paso Robles, CA 93446  
Attn: City Engineer

**EXEMPT FROM RECORDING FEES PURSUANT  
TO GOV'T CODE § 27383**

Space Reserved for Recorder's Use Only

**AGREEMENT BETWEEN THE CITY OF EL PASO DE ROBLES  
AND RICHARD D. KILPATRICK AND JANET E. KILPATRICK  
TRUSTEES OF THE KILPATRICK LIVING TRUST DATED  
JUNE 4, 1993, TO PARTIALLY TERMINATE  
A DRAINAGE AND MAINTENANCE AGREEMENT**

This Agreement (the "Termination Agreement") is entered into as of \_\_\_\_\_, 2005 ("Effective Date") by and between the CITY OF EL PASO DE ROBLES ("City"), a California municipal corporation, and Richard D. Kilpatrick and Janet E. Kilpatrick, Trustees of the Kilpatrick Living Trust dated June 4, 1983 ("Trustees").

**RECITALS**

A. On May 27, 1997, as Document No. 1997-026559, Official Records of County of San Luis Obispo, California, City recorded that certain Drainage and Maintenance Agreement dated as of May 12, 1997 by and between the City and Andrew Charnley (the "Drainage Agreement") upon fourteen lots then owned by Andrew Charnley ("Charnley") and more specifically described as:

Lot Nos. 36, 37, 38, 39, 40, 41, 42, 43, 90, 60, 61, 62, 63, and 64, of Tract 1463-2, as recorded in Book 16, Page 99 of Maps at the County Recorder's Office, located in the City of El Paso de Robles, County of San Luis Obispo, California.

B. The Drainage Agreement provided it shall run with the land and be binding upon Charnley, his heirs, executors, administrators and assigns.

C. Subsequently, Lot 60 described in Recital A ("Lot 60") was obtained by Richard D. Kilpatrick and Janet E. Kilpatrick as Trustees of the Kilpatrick Living Trust dated June 4, 1983, the current owner of Lot 60, who has requested termination of the Drainage Agreement as to Lot 60 only.

D. Upon review, the City has determined that as to Lot 60 only, the terms and conditions of the Drainage Agreement are no longer needed by the City.

E. The City and Trustees desire and intend to terminate the Drainage Agreement as to Lot 60 only, with no effect whatsoever on the Drainage Agreement as to every other Lot subject to the Drainage Agreement as described in this Section 1.

**AGREEMENT**

In consideration of the Recitals set forth above, which are incorporated herein, the terms and conditions of this Termination Agreement and other valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

As to Lot 60 only, the Drainage Agreement recorded against Lot 60 on May 27, 1997, as Document No. 1997-026559, Official Records of County of San Luis Obispo, California is hereby terminated and rendered void of further force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

**CITY:**

**CITY OF EL PASO DE ROBLES,  
a California Municipal Corporation**

\_\_\_\_\_, 2005

**By:** \_\_\_\_\_  
James L. App, City Manager

**ATTEST:**

\_\_\_\_\_  
Sharilyn M. Ryan, Deputy City Clerk

**Trustees of the Kilpatrick Living Trust dated June 4, 1983:**

\_\_\_\_\_, 2005

\_\_\_\_\_  
Richard D. Kilpatrick, Trustee

\_\_\_\_\_, 2005

\_\_\_\_\_  
Janet E. Kilpatrick, Trustee

**(SIGNATURES MUST BE NOTARIZED)**

ACKNOWLEDGMENT

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name 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(ies) upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

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ACKNOWLEDGMENT

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name 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(ies) upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

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ACKNOWLEDGMENT

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

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Witness my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public