

**TO:** James L. App, City Manager  
**FROM:** Doug Monn, Public Works Director  
**SUBJECT:** Authorize Final Purchase of Property (Starks et al.)  
**DATE:** September 4, 2007

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**NEEDS:** For the City Council to consider adopting Resolution No. 07-xx authorizing the purchase of property at 1720 Riverside Avenue.

- FACTS:**
1. The City has an approved Project Study Report (PSR) to install a new southbound on-ramp to Highway 101 at 16th/17th Street.
  2. To facilitate the future installation of the ramp, the City needs to acquire property at 1720 Riverside Avenue to construct the on-ramp that will result in 101/46 East operational and related improvements. The improvements will include a new southbound ramp at 16th/17th Streets, modification of the 13th Street overcrossing over Highway 101, and addition of one more southbound on-ramp to Highway 101 from Highway 46 East.
  3. At the direction of the City Council, the City Attorney drafted a Purchase Agreement to acquire approximately 0.23 acres of property located at 1720 Riverside Avenue, also known as Assessor's Parcel No. 008-295-011.
  4. The Agreement was forwarded to the property owners and returned with signature agreeing to the terms of the Purchase Agreement.
  5. Section 65402 of the California Government Code (Planning, Zoning and Development Laws) provides for the Planning Commission to report on proposals by the City to acquire property. At their meeting on June 27, 2006 the Planning Commission considered the purchase and concluded that purchasing the property would not conflict with the City's General Plan.

**ANALYSIS  
AND**

**CONCLUSION:** The proposed property acquisition would facilitate the installation of a southbound on-ramp to Highway 101 at 16th/17th Streets as part of the 101/46 East project. This improvement was identified in the Circulation Element of the General Plan as a needed measure to mitigate traffic congestion in this area as part of the 101/46 East project.

**POLICY**

**REFERENCE:** General Plan

**FISCAL**

**IMPACT:** The signed Purchase Agreement established a purchase price of \$775,000. The City Council will need to appropriate a total amount of \$804,000 to cover escrow fees beyond the purchase price.

This acquisition was contemplated and included in the original financial analysis of the funds available from the Traffic Mitigation Impact Fee Fund for the Hwy101/46W Interchange Improvement Project (Theatre Drive re-alignment).

- OPTIONS:**
- a. Adopt the following Resolutions:
    - 1) Resolution No. 07-xx accepting the Planning Commission report on consistency with the General Plan,
    - 2) Resolution No. 07-xx appropriating \$804,000 towards the property acquisition, and
    - 3) Resolution No. 07-xx accepting the deed of purchase and authorizing and directing the City Clerk to record the document with the County Recorder's Office.
  
  - b. Amend, modify, or reject the above option.

Prepared by:  
Ditas Esperanza, P.E., Capital Projects Engineer

- Attachments (5)
- 1) Resolutions (3)
  - 2) Exhibit
  - 3) Purchase Agreement

RESOLUTION NO. 07-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES  
ACCEPTING THE PLANNING COMMISSION REPORT ON CONSISTENCY  
WITH THE GENERAL PLAN AND THE NEGATIVE DECLARATION  
FOR THE PURCHASE OF PROPERTY  
(STARKS – APN 008-295-011)

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WHEREAS, the City Council of the City of El Paso de Robles is scheduled to consider purchasing of property located at 1720 Riverside (APN 008-295-011); and

WHEREAS, Section 65402 of the Government Code (Planning and Zoning Laws) provides that the Planning Commission must be requested to report on whether or not a proposed purchase of property would be in conflict with the City's General Plan; and

WHEREAS, on June 27, 2006 the Planning Commission considered the subject property in relation to the City's General Plan; and

WHEREAS, based on the Planning Commission's evaluation of the proposed property purchase, specifically in relation to the Circulation Element of the General Plan, the Commission unanimously concluded that there would appear to be no conflict with the City's General Plan.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council of the City of El Paso de Robles does hereby accept the Planning Commission's report to the City Council that purchase of the subject property would, in the judgment of the Planning Commission, not be in conflict with the City's General Plan.

SECTION 2. That in order to implement the Circulation Element of the General Plan, the City Council does hereby authorize the City Manager to sign all documents related to purchase of the subject property.

SECTION 3. The City Council does hereby accept the Planning Commission's adoption of a Negative Declaration for purchase of the property.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 4th day of September 2007 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Frank R. Mecham, Mayor

ATTEST:

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Deborah D. Robinson, Deputy City Clerk

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

The City of El Paso de Robles  
Public Works Department  
1000 Spring Street  
Paso Robles, CA 93446

Attn.: Ditas Esperanza

**FOR RECORDERS USE ONLY**

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RESOLUTION NO. 07-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES  
ACCEPTING A DEED TO CERTAIN PROPERTY AND AUTHORIZING AND  
DIRECTING THE CITY CLERK TO RECORD THE SAME WITH THE RECORDER  
OF THE COUNTY OF SAN LUIS OBISPO

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES AS  
FOLLOWS:

SECTION 1. The City of El Paso de Robles does hereby accept the deed to certain property within the City executed by Starks et al. A true and conformed copy of the deed is attached hereto as Exhibit "A" and hereby incorporated by reference.

SECTION 2. The City Clerk is hereby authorized and directed to record the deed in the office of the County Recorder of the County of San Luis Obispo. The City Clerk may utilize the services of a land title company to effectuate the recording by delivering a certified copy of this resolution to the title company for presentation to the County Recorder together with the original deed.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 4th day of September 2007 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Frank R. Mecham, Mayor

ATTEST:

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Deborah D. Robinson, Deputy City Clerk

RESOLUTION NO. 07-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES  
TO APPROPRIATE FUNDS TO PURCHASE PROPERTY TO INSTALL  
IMPROVEMENTS AT HIGHWAY 101 AND 16TH/17TH STREETS  
(STARKS – APN 008-295-011)

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WHEREAS, the City's Circulation Element has identified the need to install improvements at the Highway 101 and 16th/17th Streets interchange; and

WHEREAS, a Project Study Report (PSR) was approved by Caltrans which identified several alternative designs; and

WHEREAS, in order to install these improvements the City would need to acquire property known as Assessor's Parcel No. 008-295-011 (1720 Riverside); and

WHEREAS, the City Council authorized that a Purchase Agreement be drafted, which was subsequently signed by the property owners; and

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council of the City of El Paso de Robles does hereby authorize a one-time budget appropriation of \$804,000 from Traffic Mitigation Impact Fee Fund to Project No. 213-910-5450-787.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 4th day of September 2007 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Frank R. Mecham, Mayor

ATTEST:

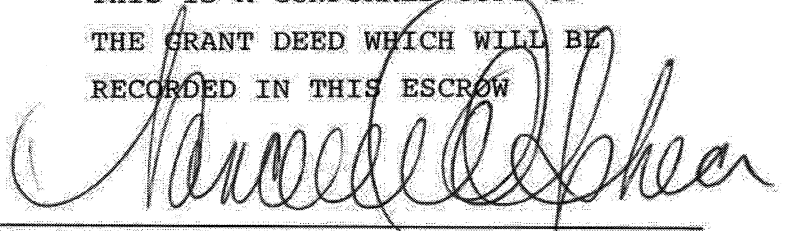
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Deborah D. Robinson, Deputy City Clerk

**RECORDING REQUESTED BY:**  
Fidelity National Title Company  
Escrow No.: 06-289164-ND  
Locate No.: CAFNT0940-0940-0009-0000289164  
Title No.: 06-289164-KD

**When Recorded Mail Document  
and Tax Statement To:**  
City of El Paso de Robles, A Municipal  
Corporation  
1000 Spring Street  
Paso Robles, CA 93446

THIS IS A CONFORMED COPY OF  
THE GRANT DEED WHICH WILL BE  
RECORDED IN THIS ESCROW



APN: 008-295-011

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

**The undersigned grantor(s) declare(s)  
Documentary transfer tax is \$852.50**

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of **El Paso De Robles,**

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** Mattie Jean Starks as to an undivided 1/4 interest and Jaison Starke, as to an undivided 1/4 interest and Mary Owen, as to an undivided 1/4 interest and Charlene Walker, as to an undivided 1/4 interest

**hereby GRANT(S) to** City of El Paso de Robles, A Municipal Corporation

**the following described real property in the City of** , County of **San Luis Obispo,** State of **California:**  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: August 3, 2007

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )  
ON \_\_\_\_\_ before me,

/s/ \_\_\_\_\_  
Mattie Jean Starks

/s/ \_\_\_\_\_  
Jaison Starke

(here insert name and title of the officer), personally appeared \_\_\_\_\_

/s/ \_\_\_\_\_  
Mary Owen

personally known to me (or 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.

/s/ \_\_\_\_\_  
Charlene Walker

Witness my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

FD-213 (Rev 7/96)  
(grant)(06-06)

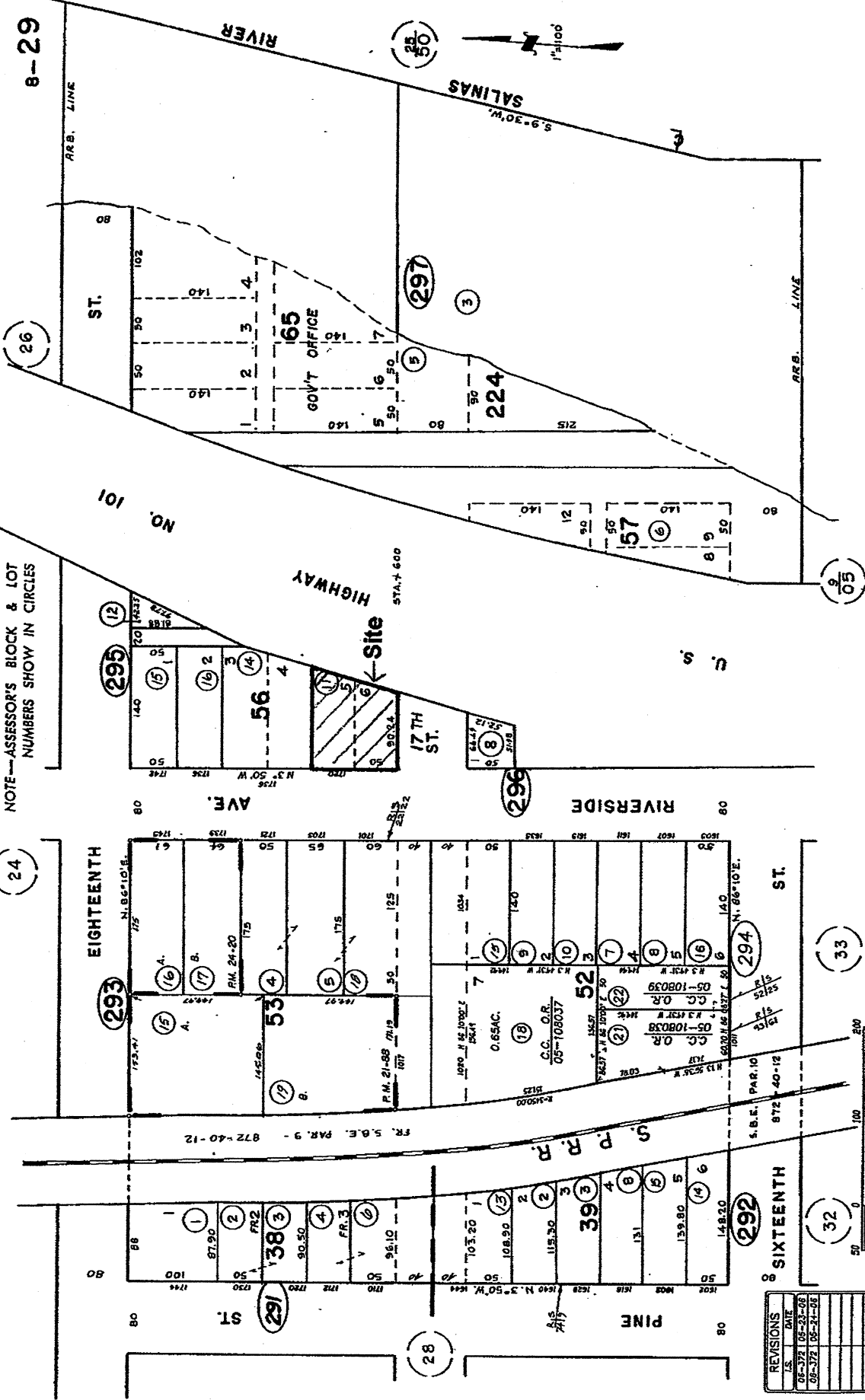
GRANT DEED

Escrow No.: 06-289164-ND  
Locate No.: CAFNT0940-0940-0009-0000289164  
Title No.: 06-289164-KD

## **EXHIBIT "A"**

Lots 5 and 6 in Block 56 of the City of El Paso de Robles, in the City of Paso Robles, County of San Luis Obispo, State of California, according to map recorded October 25, 1889 in Book A, page 69 of maps, in the office of the County Recorder of said County.

Excepting therefrom that portion of said land described in deed to the State of California, recorded October 22, 1954 in Book 776, page 520 of Official Records.



NOTE—ASSESSOR'S BLOCK & LOT NUMBERS SHOW IN CIRCLES

CITY OF PASO ROBLES  
ASSESSOR'S MAP COUNTY OF  
SAN LUIS OBISPO, CA.  
BOOK 008 PAGE 29

CITY OF EL PASO DE ROBLES, R.M. Bk. A , Pg. 169

REVISIONS	DATE
08-372	05-23-08
08-372	05-31-08

THIS MAP IS PREPARED FOR  
ASSESSMENT PURPOSES ONLY.



**CITY OF EL PASO DE ROBLES**

1000 Spring Street  
Paso Robles, CA 93446

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**PROJECT:** Highway 46 and Riverside Avenue  
**APN #** 008-295-011  
**ESCROW** 06-289164-ND (Fidelity National Title Company)

**CITY OF EL PASO DE ROBLES**  
**PURCHASE AGREEMENT**

This Agreement is made between the CITY OF EL PASO DE ROBLES, a municipal corporation ("CITY"), and MATTIE JEAN STARKS, as an undivided one-fourth interest (subject to certain restrictions), JAISON STARKS (aka Jaison Starke and Jaison Starks), as to an undivided one-fourth interest, MARY OWEN, as to an undivided one-fourth interest, and CHARLENE WALKER, as to an undivided one-fourth interest (collectively "OWNER"), for certain property interests in the City of El Paso de Robles, County of San Luis Obispo, California, for a public project consisting of improvements to State Highway 46 and Riverside Boulevard (the "PROJECT").

**1. PROPERTY**

OWNER agrees to sell to CITY, and CITY agrees to purchase from OWNER, pursuant to the terms and conditions set forth in this Agreement, the fee simple interest in certain real property commonly referred to as 1720 Riverside Boulevard, Paso Robles, California, Assessor's Parcel No. 008-295-011 (the "PROPERTY").

A legal description of the PROPERTY is attached and marked Exhibit A and is hereby incorporated.

**2. TITLE**

Title to the PROPERTY is held by OWNER in the form described above.

Certain restrictions as to the title interest of Mattie Jean Starks appear of record as set forth in items 9 and 10 of the Preliminary Report issued by Fidelity National Title dated June 22, 2007 and identified as Title No. 06-289164-C-KD.

Title shall be delivered subject only to the following items shown on the Preliminary Report identified above: Items 1 (pro-rate taxes; 5;6;7.

**3. DELIVERY OF DOCUMENTS/ESCROW**

The GRANT DEED, attached and marked Exhibit B, shall be executed and delivered by OWNER to CITY for the purpose of placing the GRANT DEED into escrow. CITY shall not be deemed to have accepted delivery of the GRANT DEED until such time as it is recorded in the Official Records of County of San Luis Obispo, California.

The escrow shall be handled through Fidelity National Title Company, 806 Ninth Street, Suite 2, Paso Robles, CA 93446; Telephone 805-227-1100; Nance Delphenich, Escrow Officer. The escrow number is 06-289164-ND.

OWNER affirms that it is the OWNER of the PROPERTY to be conveyed by the GRANT DEED and is empowered to execute the conveyance documents and this Agreement.

CITY shall pay all costs of escrow and all recording fees incurred in this transaction.

**4. PURCHASE PRICE**

CITY shall pay OWNER the sum of SEVEN HUNDRED SEVENTY FIVE THOUSAND DOLLARS and no cents (\$775,000.00) for the PROPERTY.

Fidelity National Title Company shall deliver the purchase price to OWNER when title to the PROPERTY vests in CITY, free and clear of all liens, encumbrances, and conflicting easements, including, but not limited to the restrictions on the title of Mattie Jean Starks as identified in section 2 of this agreement.

Real property taxes shall be pro-rated as of the close of escrow.

**5. DEED OF TRUST OR OTHER MORTGAGE OBLIGATION**

OWNER warrants that the PROPERTY is not encumbered with any deed of trust, lien, mortgage, or other encumbrance evidencing an indebtedness except as may be shown on the Preliminary Report and OWNER agrees that no such indebtedness will be secured by the PROPERTY between the date of this Agreement and the close of escrow.

**6. CLOSE OF ESCROW**

Escrow shall close within 45 days of the execution of this Agreement, or such other date as the parties may mutually agree, but in no event later than October 1, 2007.

**7. OWNER'S INDEMNIFICATION**

OWNER covenants and agree to indemnify and hold CITY harmless from any and all claims that third parties may make or assert with respect to the title of the PROPERTY. OWNER'S obligation herein to indemnify CITY shall not exceed the amount paid to OWNER under this Agreement.

**8. CITY'S LIABILITY**

CITY covenants and agrees to defend, indemnify, and hold harmless OWNER from any liability arising out of construction of the PROJECT.

**9. SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being impaired.

**10. GOVERNING LAW/VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action concerning this Agreement shall be venued in the Superior Court of San Luis Obispo County.

**11. SALE UNDER THREAT OF EMINENT DOMAIN**

CITY acknowledges that OWNER is selling the PROPERTY to CITY for the PROJECT under threat of eminent domain.

Both OWNER and CITY recognize the expense, time, effort and risk to both OWNER and CITY in resolving a dispute over compensation for the PROPERTY by eminent domain litigation. The compensation set forth is in compromise and settlement in lieu of such litigation. In the absence of this Agreement, CITY would have pursued acquisition of the PROPERTY by eminent domain.

CITY further agrees to cooperate with and assist OWNER by providing all relevant, non-confidential information within CITY'S control if OWNER should seek to acquire replacement property pursuant to IRS Code section 1031 or section 1033. CITY also agrees to cooperate with, and assist, OWNER by providing all relevant, non-confidential information within CITY'S control to the San Luis Obispo County Assessor's Office for Proposition 13 tax assessment purposes.

**12. ENVIRONMENTAL ASSESSMENT PRIOR TO CLOSE OF ESCROW**

OWNER understands that CITY may wish to perform an environmental assessment of the PROPERTY. Such an assessment includes what is commonly referred to as a Phase I analysis, and, if necessary thereafter, a Phase II analysis.

A Phase II analysis may require test borings to determine the existence and extent of any toxic substances or hazardous materials on the PROPERTY. OWNER authorizes CITY, its employees, agents, and contractors to enter the PROPERTY for purpose of conducting an environmental assessment, including for the purpose of conducting such test borings as may be necessary. CITY shall return the PROPERTY to its pre-existing condition if test borings are done and CITY thereafter, for whatever reason, does not purchase the PROPERTY.

**13. PURCHASE CONTINGENT ON PROPERTY BEING FREE OF TOXICS**

OWNER understand and agree that CITY has no obligation to purchase the PROPERTY if it is determined during an environmental assessment that the PROPERTY contains toxic and/or hazardous materials which will require remediation under applicable State and/or federal law.

CITY will provide to OWNER all test results obtained during any environmental assessment.

**14. AUTHORITY AND EXECUTION**

This Agreement, which is valid only when executed by CITY, constitutes the complete understanding and agreement of the parties hereto and no oral representation shall in any manner vary the terms hereof or be binding. All amendments hereto shall be in writing, signed by both parties. Each person signing this Agreement represents he/she has the legal authority to do so.

**15. ENTIRE AGREEMENT**

The performance of this Agreement constitutes the entire consideration for the conveyance of the PROPERTY from OWNER to CITY.

This Agreement shall bind the respective heirs, personal representatives, successors, and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as follows:

**OWNER**

Date: 7-20-07

Mattie Jean Starks  
Mattie Jean Starks

**CITY**

Date: \_\_\_\_\_

City of El Paso de Robles

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

Date: 7/21/07

Jaison Starks  
Jaison Starks  
(aka Jaison Starke and Jaison Starks)

Date: 7/20/07

Mary Owen  
Mary Owen

Date: \_\_\_\_\_

\_\_\_\_\_  
Charlene Walker

Date: \_\_\_\_\_

\_\_\_\_\_  
Jaison Starks  
(aka Jaison Starke and Jaison Starkes)

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Owen

Date: 7/26/07

*Charlene Walker*  
Charlene Walker