

TO: James L. App, City Manager
FROM: Ronald Whisenand, Community Development Director
SUBJECT: Acceptance of Offer of Dedication and Utility Easements (Vina Robles, Inc.)
DATE: March 4, 2008

Needs: That the City Council authorize the acceptance of an Irrevocable and Perpetual Offer of Dedication for public road purposes and public utility and water main easements provided by Vina Robles, Inc. all related to the development of the Vina Robles winery on Mill Road, PD 02-002.

Facts:

1. The Planning Commission approved PD 02-002 on March 11, 2003. Conditions of approval required the dedication of right-of-way along the frontage of the property on Mill Road. The project also required the extension of a City water main to the property from Airport Road.
2. The City has received an Irrevocable and Perpetual Offer of Dedication for public road purposes for Mill Road adjacent to the Vina Robles winery, an easement for public utilities along Mill Road and easements for the extension of the water main from Airport Road.

**Analysis
and**

Conclusion: In response to the conditions of approval of PD 02-002, Vina Robles, Inc. has provided an offer of dedication of public right-of-way along Mill Road. The right-of-way accommodates the new paved road to the extent that the road is located on property owned by Vina Robles.

Additionally, Vina Robles Inc. has provided an easement for public utilities needed to accommodate wire utilities adjacent to the site; and grants of easements for the public water main serving the site. Water main easements were also granted by property owners along the route of the water main from Airport Road to the site of the project. Council is being asked to accept these two additional easements as well. Vina Robles Inc. has provided water main easements for that portion of the water main along Mill Road.

Policy

Reference: Paso Robles Municipal Code Sections 17.04.020D; 14.04.040D

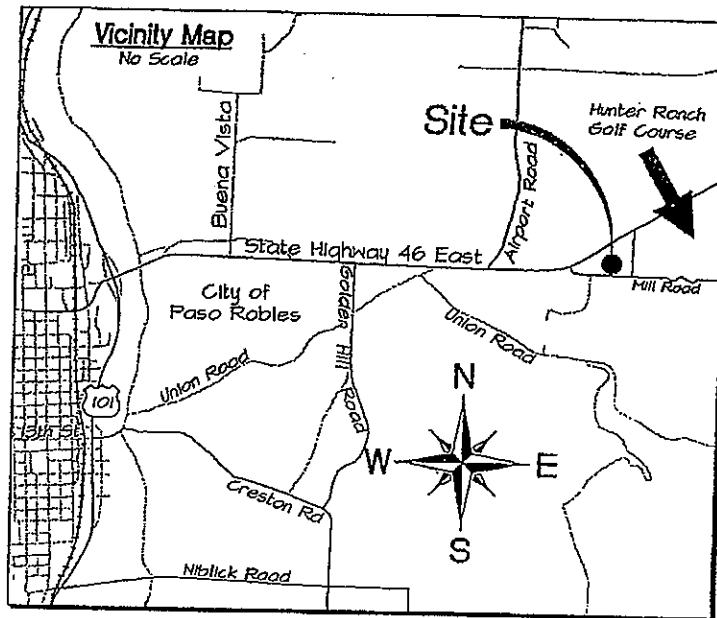
Fiscal

Impact: None.

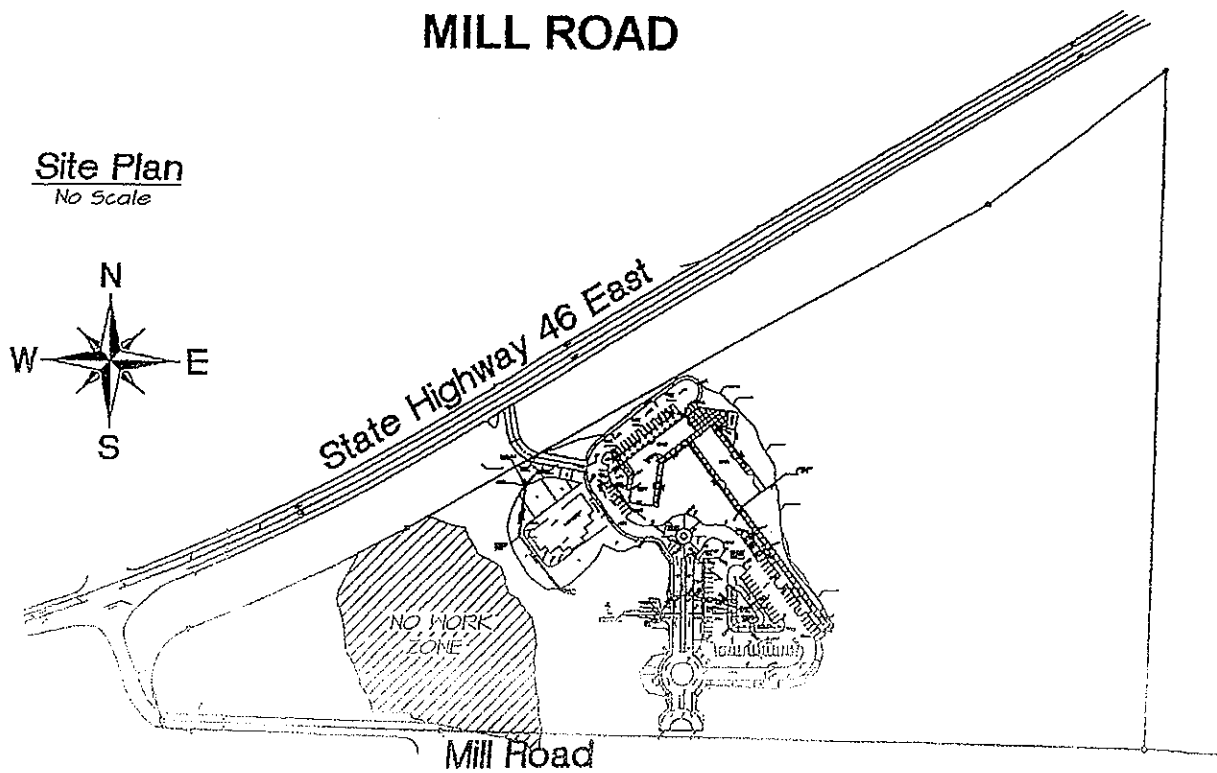
- Options:**
- a.** Adopt Resolutions Nos. 08-xxx; 08-xxx and 08-xxx accepting the Irrevocable and Perpetual Offer of Dedication for road purposes along Mill Road; accepting the Easement Grant Deed for a Public Utilities Easement and the Easement Grant Deeds for water line easements; all related to PD 02-002.
 - b.** Amend, modify or reject the above option.

Attachments: (8)

1. Vicinity Map
2. Offer of Dedication for Mill Road
3. Easement Grant Deed for Public Utilities Easement
4. Easement Grant Deed for water main (Handley)
5. Easement Grand Deed for water main (Mundee)
6. Easement Grant Deed for water main (Vina Robles, Monahan, Hall)
7. Easement Grant Deed for water main (Vina Robles)
8. Resolutions for acceptance of each easement



VINA ROBLES HOSPITALITY CENTER MILL ROAD



ORIGINAL

 COPY

RECORDED REQUESTED BY:
First American Title Insurance Co.
WHEN RECORDED MAIL TO:

City of Paso Robles
1000 Spring Street
Paso Robles, CA 93446

APN: 025-701-002

IRREVOCABLE AND PERPETUAL OFFER OF
DEDICATION FOR AN EASEMENT FOR PUBLIC ROAD

THIS OFFER OF DEDICATION is made this ____ day of _____, 2007 by Vina Robles Inc., a California corporation, hereinafter collectively referred to as "Offeror".

WITNESSETH:

WHEREAS, said Offeror desires to make an irrevocable offer of dedication to the public of an easement for public road and incidentals purposes over all areas of said property described in Exhibit "A", which offer may be accepted at any time by the governmental entity which has the power to establish, construct and maintain said easements on behalf of the public.

NOW, THEREFORE, said Offeror covenants, promises and grants as follows:

1. That said Offeror is the fee owner of certain real property situated in the County of San Luis Obispo, State of California; and
2. That said Offeror does hereby irrevocably offer to the People of the State of California, a Public Agency or a Private Association approved by the Executive Director of the Coastal Commission, a dedication of the easements as previously stated upon the following described property:

SEE EXHIBIT A

3. That until such time as the above offer of dedication is accepted by such a government entity, all owners of property contiguous to the above described parcel shall have the right to the use of said easements as private easements.

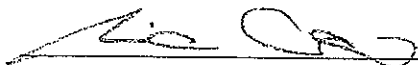
4. That the Offeror agrees that the above offer of dedication shall be irrevocable, and that such a government entity may, at any time in the future, accept said offer of dedication of the public easements.

5. That the Offeror agrees that this offer of dedication is and shall be binding on his heirs, assigns, and successors in interest.

IN WITNESS WHEREOF, this offer of dedication is executed and made by the Offeror on the day and year first above written.

OFFEROR:

Vina Robles Inc., a California corporation



Hans-R. Michel, President and Secretary

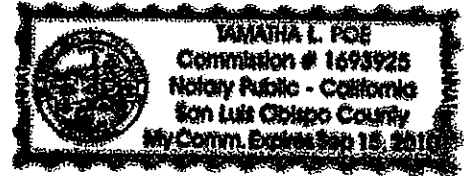
State of California

County of San Luis Obispo

On 12-21-07 before me, Tamatha L. Poe, Notary Public, personally appeared Hans-R. Michel who 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

Tamatha L. Poe
Signature



ABOVE RESERVED FOR OFFICIAL NOTARY SEAL

Exhibit "A"

Offer of Dedication Legal Description

That portion of the south half of Section 24 of Township 26 South, Range 12 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, and shown on Record of Survey Map recorded in Book 80 of Licensed Surveys, at Page 84, records of said County, more particularly described as follows:

Beginning at a ¾" iron pipe marked "LS 2391" at the south quarter corner of said Section 24 as shown on said Record of Survey;

Thence South 88°40'21" East along the southerly line of said Section 24, a distance of 1327.54 feet to a 1" iron pipe marked "LS 5751" as shown on said Record of Survey;

Thence North 1°40'31" East along the easterly line of said southwest quarter of the southeast quarter of Section 24, a distance of 40.47 feet;

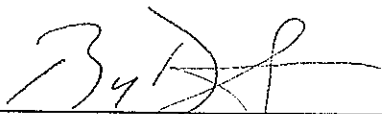
Thence North 89°33'21" West, a distance of 1327.85 feet to a point on the westerly line of said southwest quarter of the southeast quarter of Section 24;

Thence North 88°35'59" West, a distance of 524.25 feet to a point on the southeasterly right of way line of State Highway Route 46 described as course number one (1) of Line "B" of the Grant Deed recorded December 7, 1951 in Volume 637 of Official Records, at Page 394, records of said County from which a 6"x6" concrete highway monument bears North 18°35'28" West along said southeasterly line, a distance of 26.67 feet;

Thence South 18°35'28" East, along said southeasterly line, a distance of 21.28 feet to a 1" iron pipe marked "LS 5751" on the southerly line of said Section 24;

Thence South 88°35'59" East along said southerly line, a distance of 516.91 feet to the **Point of Beginning**.

Contains 1.16 acres, more or less.


Bryce Dilger #L-7571 (Exp. 12/07) 12/21/07
Date

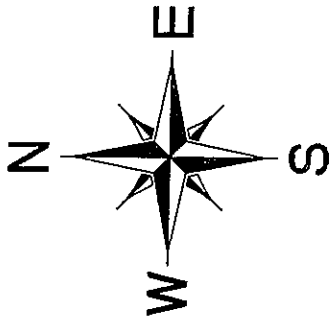
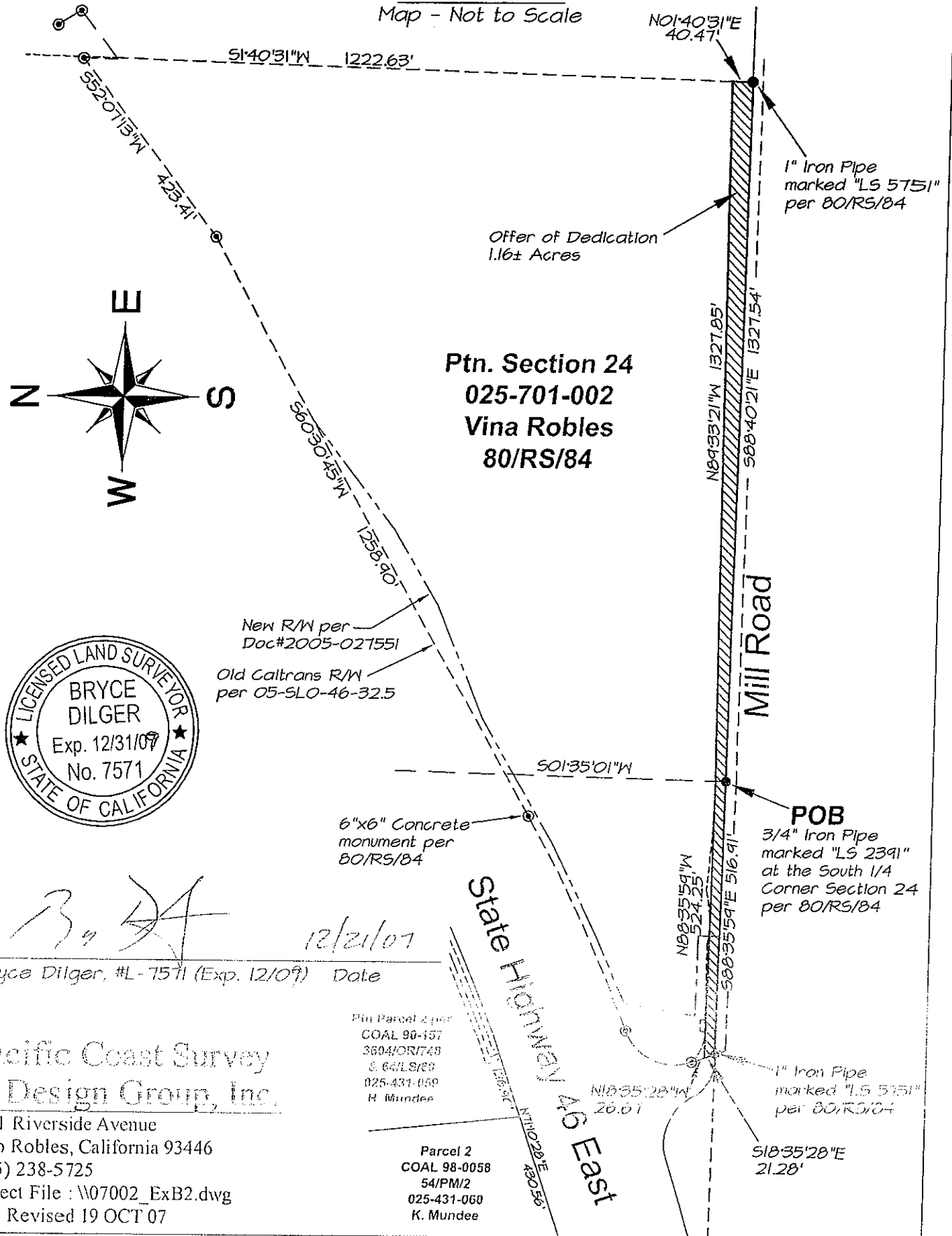
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Last Revised 10/19/07



Exhibit "B"

Map - Not to Scale



Bryce Dilger

12/21/07

Bryce Dilger, #L-7571 (Exp. 12/07) Date

Pacific Coast Survey & Design Group, Inc.

1101 Riverside Avenue
 Paso Robles, California 93446
 (805) 238-5725
 Project File : \\07002_ExB2.dwg
 Last Revised 19 OCT 07

Pin Parcel 2 per
 COAL 90-157
 3604/OR/748
 S. Gail S/89
 025-431-059
 K. Munde

Parcel 2
 COAL 98-0058
 54/PM/2
 025-431-060
 K. Munde

State Highway 46 East

Mill Road

Ptn. Section 24
 025-701-002
 Vina Robles
 80/RS/84

Offer of Dedication
 1.16± Acres

1" Iron Pipe
 marked "LS 5751"
 per 80/RS/84

POB
 3/4" Iron Pipe
 marked "LS 2391"
 at the South 1/4
 Corner Section 24
 per 80/RS/84

1" Iron Pipe
 marked "LS 5751"
 per 80/RS/84

ORIGINAL

RECORDING REQUESTED BY:

COPY

WHEN RECORDED MAIL TO:

City of Paso Robles
1000 Springs Street
Paso Robles, CA 93446

DOCUMENTARY TRANSFER \$ <u>-0-</u>	<i>SPACE ABOVE THIS LINE FOR RECORDER'S USE</i>
() Computed on the consideration or value of property conveyed; OR	*
() Computed on the consideration or value less liens or encumbrances	
() remaining at time of sale.	Signature of Declarant or Agent determining tax - Firm Name -

APN: 025-701-002, 026-211-008

EASEMENT GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

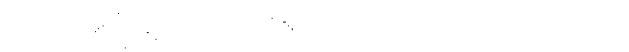
VINA ROBLES INC., a California corporation;
ARTHUR E. MONAHAN, Trustee of the Arthur E. Monahan Trust dated October 30, 2002; and
hereby GRANT(S)

CITY OF PASO ROBLES, a Municipal Corporation of the State of California

AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES OVER THAT CERTAIN REAL PROPERTY MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" AND GRAPHICALLY SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

Dated: December 13, 2007

Vina Robles Inc., a California corporation


Hans-R. Michel, President and Secretary

Arthur E. Monahan Trust dated October 30, 2002

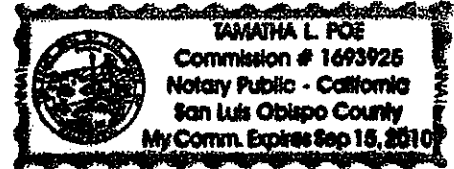

Arthur E. Monahan, Trustee

State of California
County of San Luis Obispo

On 12-21-07 before me, Tamatha L. Poe, Notary Public, personally appeared Hans-R. Michel who 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

Tamatha L. Poe
Signature



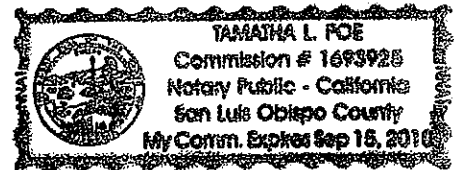
ABOVE RESERVED FOR OFFICIAL NOTARY SEAL

State of California
County of San Luis Obispo

On 1-8-08 before me, Tamatha L. Poe, Notary Public, personally appeared Arthur E. Monahan who 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

Tamatha L. Poe
Signature



ABOVE RESERVED FOR OFFICIAL NOTARY SEAL

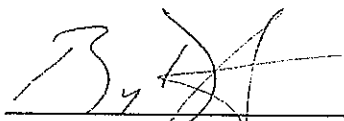
Exhibit "A"
Easement Legal Description

Those portions of the south half of Section 24 and the north half Section 25 of Township 26 South, Range 12 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, lying within a 10.00 foot wide strip of land, lying 5.00 feet on each side of the following described centerline:

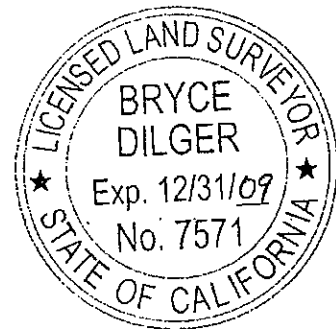
Commencing at a ¾" iron pipe marked "LS 2391" marking the southerly quarter corner of said Section 24 as shown on the Record of Survey map recorded in Book 80 of Licensed Surveys, at Page 84, records of said County, and from which point a 1" iron pipe marked "LS 5751" as shown on said Record of Survey Map bears North 88°35'59" West along the southerly line of said Section 24, a distance of 516.91 feet;

Thence South 24°43'50" East, a distance 34.74 feet to the **True Point of Beginning**;
Thence North 0°16'43" East, a distance of 47.82 feet;
Thence South 89°43'17" East, a distance of 457.12 feet;
Thence North 68°07'00" East, a distance of 71.45 feet;
Thence South 72°42'42" East, a distance of 71.08 feet;
Thence South 89°22'33" East, a distance of 697.32 feet;
Thence South 1°07'00" West, a distance of 49.66 feet to the **Point of Terminus** from which a 1" iron pipe marked "LS 5751" as shown on said Record of Survey Map bears North 74°25'05" East, a distance of 25.77 feet;

Contains 0.32 acres, more or less.



Bryce Dilger #L-7571 (Exp. 12/09) Date 1/8/08

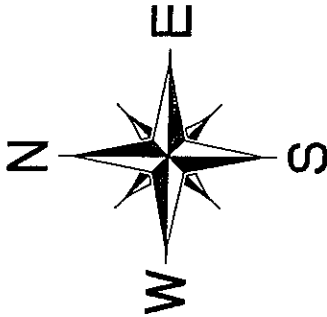
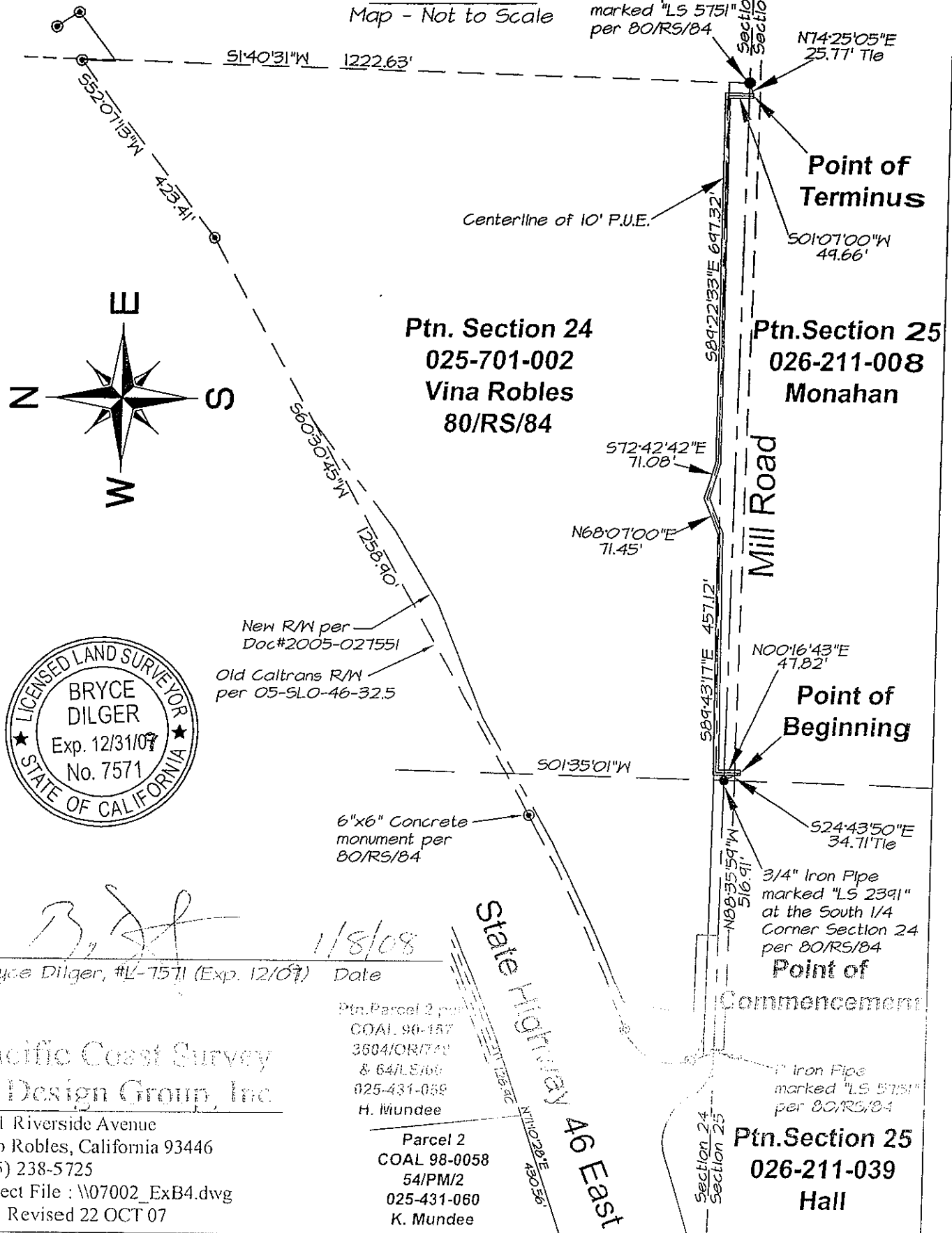


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Last Revised 10/22/07

Exhibit "B"

Map - Not to Scale



B. Dilger

1/8/08

Bryce Dilger, #L-7571 (Exp. 12/07) Date

Pacific Coast Survey & Design Group, Inc.

1101 Riverside Avenue
 Paso Robles, California 93446
 (805) 238-5725
 Project File : \07002_ ExB4.dwg
 Last Revised 22 OCT 07

Ptn. Parcel 2 per
 COAL 98-157
 3684/0R/7A
 & 64/LS/06
 025-431-059
 H. Mundee

Parcel 2
 COAL 98-0058
 54/PM/2
 025-431-060
 K. Mundee

Recording requested by:
Wallace Group, Inc.
Attn: Robert Miller

When recorded, mail to:
Wallace Group
Attn: Robert Miller
4115 Broad St, Suite B-5
San Luis Obispo, CA 93401

EASEMENT DEED
(To The City of El Paso de Robles)

APN: 25-436-029

For a valuable consideration, receipt of which is hereby acknowledged,

Jerry L. and Katherine A. Handley

hereby grants to:

The City of El Paso de Robles

A **Permanent Easement** to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, relocate, replace, and maintain a water pipeline and related facilities. The pipeline and related facilities, utilities, and improvements within the Easement Area collectively are referred to herein as "City Facilities." The City Facilities include but are not limited to, pipeline, markers, air valves, manholes, valves, meters, surge control devices, test stations, buried communication devices, buried electrical conduits and devices, pull boxes, and all related incidents, fixtures, all weather access road, stream crossings, and appurtenances. This easement shall be in, over, on, through, within, under, and across the Easement Area of the Real Property as defined in this paragraph. The "Real Property" is in the County of San Luis Obispo, State of California, and described in Exhibit "A," attached hereto and incorporated by reference herein. The "Easement Area" which comprises the Permanent Easement is described in Exhibit "B," attached hereto and incorporated by reference herein.

The Permanent Easement(s) described herein shall be SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The City or a developer installing facilities required by the City shall have the non-exclusive right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, upon reasonable prior notice to Grantor, including the right to use lanes,

drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein set forth.

2. As the amount of earth or other fill over City's Facilities can affect the structural integrity of the City's Facilities that are buried underground, City shall have the right to maintain and restrict the height of earth or other fill over City's underground facilities. Grantor(s) shall not temporarily or permanently modify, or allow others to in any way modify, the ground surface elevation in the Easement Area from the elevation established upon completion of construction of the City's facilities without the City's prior written consent, which consent shall not be withheld unreasonably. Grantor(s) shall not conduct, or permit others to conduct, grading operations, ripping, stockpiling, or use, or permit others to use, explosives within or proximate to the Easement Area to the extent that City Facilities may be damaged.

3. This easement(s) is subject to all existing fencing, canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date this easement is granted, and all future uses which do not directly or indirectly interfere with or endanger City's exercise of the rights described herein; provided, however, that City shall have the right to clear and keep clear from the Easement Area all explosives, buildings, structures, walls, cross-fencing, and other facilities of a permanent nature, and any earth cover or stockpile of material placed without the City's written consent, which interfere with City's use and unimpeded access to the Easement Area or protection of the City Facilities installed therein. City's consent will not be unreasonably withheld. Grantor shall not construct, nor permit others to construct, such permanent facilities which conflict with City's ability to access and use the Easement Area. Grantor shall not construct utility lines or other facilities within the Easement Area that would unreasonably interfere with City Facilities. City shall have the right of exclusive use and possession within the Easement Area for a distance of two (2) feet in every direction around the outside surface of the City Facilities, with the exception of utility crossings installed in accordance with City Engineering Standards. In addition to any other legal and equitable remedies for violations of this paragraph, City shall have the right to do all things necessary and proper to remove any such vegetation, explosives, improvements, and materials.

4. Subsequent to the grant of this Easement, Grantor shall not grant any easements of any kind whatsoever to others in, over, on, through, within, under and across the Easement Area without the prior written approval of the City, which approval shall not be withheld unreasonably.

5. City shall have the right of entry over the Easement Area for future construction, reconstruction, operation, repair or maintenance of City Facilities described in this Easement Deed

6. In the event that the installed waterline facilities and Easement Area conflict with future development of the Grantor's property, Grantor shall have the right to relocate the City facilities and Easement Area to an area of equivalent function and utility. The City shall have the right to review and approve of construction plans, specifications, easement deed, and an amended legal description, which approval shall not be unreasonably withheld.

7. The covenants and conditions of this Easement Deed shall run with the land and shall be binding on the successors and assigns of the Grantor and City and shall inure to the benefit of City and its successors and assigns.

8. Any notices relating to this Easement Deed shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by generally recognized overnight courier service, by facsimile (provided that sender retains a printed confirmation of delivery to the facsimile number provided below), or three (3) days after deposit in the United States mail certified or registered, return receipt requested, with postage prepaid, addressed as set forth below:

ADDRESS OF GRANTOR:

P.O. Box 1011
Paso Robles, CA 93447

ADDRESS OF CITY:

1000 Spring Street
Paso Robles, CA 93446

Either party may change its address by written notice to the other given in the manner set forth above.

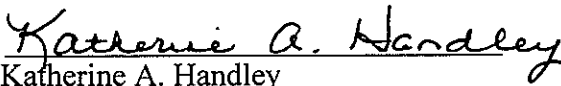
9. Notwithstanding anything to the contrary herein, all subsurface pipelines installed by City within the Easement Areas shall be located not less than four (4) feet below the surface of the ground, except that subsurface pipelines located within 120 feet of the easterly property line shall be located not less than five (5) feet from the surface of the ground. All Exhibits attached hereto are incorporated herein and made a part hereof as if fully set forth.

Executed this 10th day of Sept., 2007.

GRANTOR:

Jerry L. and Katherine A. Handley

By: 
Jerry L. Handley

By: 
Katherine A. Handley

State of California

County of San Luis Obispo

On 9-10-07 before me, Margie B. Danley
personally appeared Jerry L. Handley, Katherine A. Handley, 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 signatures(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Margie B. Danley (Seal)



The foregoing Easement Deed from Jerry L. and Katherine A. Handley, to the City of El Paso de Robles is hereby:

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

By _____
John Falkenstien

By _____
Iris Yang, Esq.

CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE SECTION 2781

This is to certify that the **City of El Paso de Robles**, grantee herein, hereby accepts for public purposes
the real property, or interest therein, described in the foregoing deed dated
_____, from Jerry L. and Katherine A. Handley, grantors therein, to the **City of
El Paso de Robles**, grantee therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ___ day of _____, 2007.

City of El Paso De Robles
by _____
Name: John Falkenstien
Title: City Engineer

P:\Clients\Vina Robles\Waterline Project\Docs\Easement Deed-Handley 042407.doc

Title Order Number:

File Number: 4007-2776160

Exhibit "A"

Real property in the City of Paso Robles, County of San Luis Obispo, State of California, described as follows:

PARCEL 1 OF PARCEL MAP PR 04-0133, IN THE CITY OF PASO ROBLES, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED JUNE 30, 2005 IN BOOK 64, PAGES 36 AND 37 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING FROM A PORTION OF SAID LAND 1/2 OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES FOR A PERIOD OF 20 YEARS FROM JANUARY 1, 1952, OR HAVING PREVIOUSLY BEEN DISCOVERED, AS LONG THEREAFTER AS OIL, GAS OR OTHER HYDROCARBON SUBSTANCES ARE PRODUCED IN COMMERCIAL QUANTITIES FROM SAID PREMISES, AS RESERVED IN THE DEED FROM MINER AND HUBBLE, AS GENERAL PARTNERS, RECORDED JANUARY 28, 1952 IN BOOK 643 AT PAGE 459 OF OFFICIAL RECORDS.

ALSO EXCEPTING FROM A PORTION OF SAID LAND AN UNDIVIDED 25% ROYALTY IN ALL MINERALS, OIL, GAS AND HYDROCARBON SUBSTANCES PRODUCED, WITHOUT HOWEVER ANY RIGHTS TO THE MINERAL ESTATE OR TO THE SURFACE OF SAID LAND, AS RESERVED BY LESTER R. HOFFMAN, A SINGLE MAN, IN DEED RECORDED JULY 30, 1964 IN BOOK 1308 AT PAGE 406 OF OFFICIAL RECORDS.

APN:

Exhibit "B-1"
Easement Legal Description

That portion of Parcel 1 of Parcel Map PR 04-0133 recorded in Book 64 of Parcel Maps, at Page 37, in the County of San Luis Obispo, State of California, lying within a strip of land 20 feet wide, 10 feet on each side of the following described centerline:

Commencing at the most southerly corner said Parcel 2 of Lot Line Adjustment COAL 90-157 as per Certificate of Compliance recorded in Book 3604 of Official Records, at Page 748, in the County of San Luis Obispo, State of California, and shown on Record of Survey Map recorded in Book 64 of Licensed Surveys, at Page 60, records of said County, being on the northerly right of way line of California State Highway 46 East from which a 6"x6" concrete highway monument at Sta. 176+00 as shown on the Caltrans District 5 State Highway Right of Way Map 05-SLO-046-32.5 bears South 71°10'28" West, a distance of 430.56 feet along said northerly right of way as shown on said Record of Survey Map;

Thence North 71°10'28" East along said northerly right of way, a distance of 126.90 feet to the **True Point of Beginning**;

Thence North 23°38'26" West, a distance of 20.07 feet;

Thence North 71°10'28" East, a distance of 35.50 feet to the beginning of a curve concave to the northwest having a radius of 4910.00 feet from which a radial line bears North 21°18'12" West;

Thence easterly and northeasterly along said curve, curve through a central angle of 6°32'50", a distance of 561.07 feet;

Thence North 53°59'58" East, a distance of 67.11 feet;

Thence North 25°18'00" East, a distance of 80.79 feet to the beginning of a curve concave to the southwest having a radius of 383.57 feet from which a radial line bears South 73°32'55" West;

Thence northerly and northwesterly along said curve through a central angle of 41°02'02", a distance of 274.70 feet;

Thence North 57°34'41" West, a distance of 78.64 feet to the beginning of a curve concave to the southwest having a radius of 1016.89 feet from which a radial line bears South 32°42'44" West;

Thence northwesterly and westerly along said curve, through a central angle of 19°00'03", a distance of 337.23 feet to the beginning of a curve concave to the northeast having a radius of 387.98 feet from which a radial line bears North 14°32'50" East;

Thence westerly and northwesterly along said curve through a central angle of 24°27'25", a distance of 165.61 feet;

Thence South 68°34'16" West, a distance of 97.81 feet;

Thence North 66°25'44" West, a distance of 121.03 feet to the beginning of a curve concave to the south, having a radius of 400.00 feet from which a radial line bears South 23°34'16" West;

Thence northwesterly and westerly along the curve through a central angle of 11°15'00", a distance of 78.54 feet;

Thence North 77°40'44" West, a distance of 266.01 feet;

Thence North 01°04'16" East, a distance of 275.97 feet;

Thence North 66°26'41" West, a distance of 194.53 feet;
Thence North 01°27'52" East, a distance of 312.57 feet;
Thence North 58°42'48" West, a distance of 56.56 feet;
Thence North 47°27'48" West, a distance of 90.51 feet;
Thence North 36°12'48" West, a distance of 64.44 feet;
Thence North 47°27'48" West, a distance of 99.60 feet;
Thence North 69°57'48" West, a distance of 368.92 feet to the beginning of a tangent curve concave to the northeast having a radius of 207.00 feet;


Thence northwesterly along said curve through a central angle of 36°00'00", a distance of 130.06 feet;

Thence North 33°57'48" West, a distance of 129.98 feet to the beginning of a tangent curve concave to the southwest having a radius of 253.00 feet;

Thence northwesterly and westerly along said curve through a central angle of 53°00'00", a distance of 234.03 feet;

Thence North 86°57'48" West, a distance of 266.00 feet to the **Point of Terminus**, from which a ½" rebar tagged "LS 5145" at the northwest corner of said Parcel 1 bears North 69°16'12" West, a distance of 105.29 feet;

The sidelines of said strip at the point of beginning to be lengthened or shortened as required to intersect the northerly right of way line of said State Highway 46 East.


Bryce Dilger #L-7571 (Exp. 12/07) 7/18/07 Date

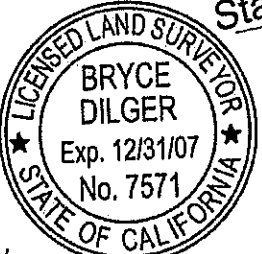
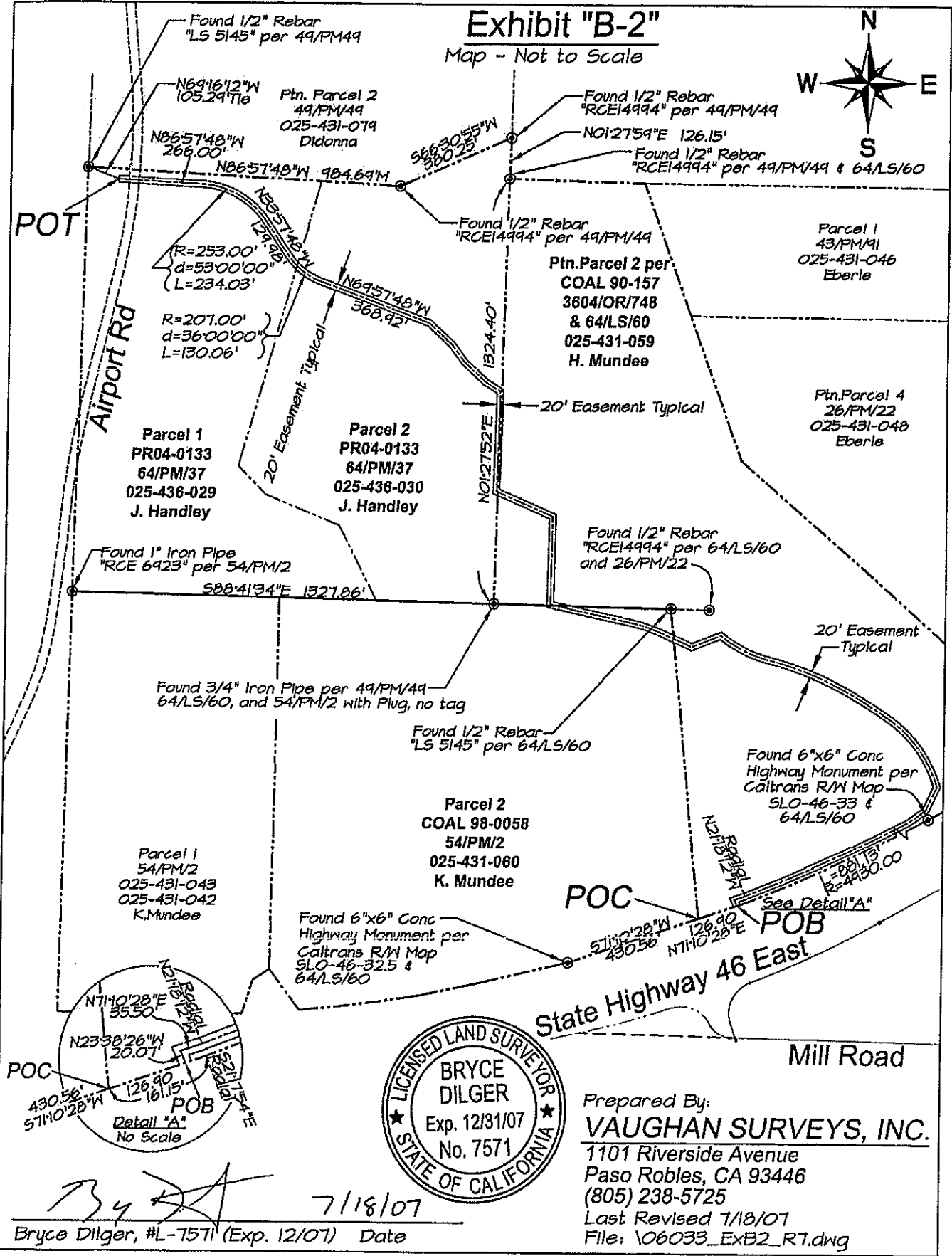
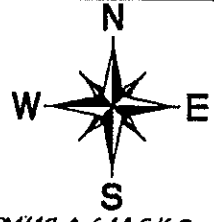
:\06033_ExB1-4_R7.doc

Last Revised 7/18/07



Exhibit "B-2"

Map - Not to Scale



Prepared By:
VAUGHAN SURVEYS, INC.
1101 Riverside Avenue
Paso Robles, CA 93446
(805) 238-5725
Last Revised 7/18/07
File: \06033_ExB2_R7.dwg

Bryce Dilger
Bryce Dilger, #L-7571 (Exp. 12/07) Date 7/18/07

Recording requested by:
Wallace Group, Inc.
Attn: Robert Miller

When recorded, mail to:
Wallace Group
Attn: Robert Miller
4115 Broad St, Suite B-5
San Luis Obispo, CA 93401

EASEMENT DEED
(To The City of El Paso de Robles)

APN: 25-436-030

For a valuable consideration, receipt of which is hereby acknowledged,

Jerry L. and Katherine A. Handley

hereby grants to:

The City of El Paso de Robles

A **Permanent Easement** to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, relocate, replace, and maintain a water pipeline and related facilities. The pipeline and related facilities, utilities, and improvements within the Easement Area collectively are referred to herein as "City Facilities." The City Facilities include but are not limited to, pipeline, markers, air valves, manholes, valves, meters, surge control devices, test stations, buried communication devices, buried electrical conduits and devices, pull boxes, and all related incidents, fixtures, all weather access road, stream crossings, and appurtenances. This easement shall be in, over, on, through, within, under, and across the Easement Area of the Real Property as defined in this paragraph. The "Real Property" is in the County of San Luis Obispo, State of California, and described in Exhibit "A," attached hereto and incorporated by reference herein. The "Easement Area" which comprises the Permanent Easement is described in Exhibit "B," attached hereto and incorporated by reference herein.

The Permanent Easement(s) described herein shall be SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The City or a developer installing facilities required by the City shall have the non-exclusive right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, upon reasonable prior notice to Grantor, including the right to use lanes,

drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein set forth.

2. As the amount of earth or other fill over City's Facilities can affect the structural integrity of the City's Facilities that are buried underground, City shall have the right to maintain and restrict the height of earth or other fill over City's underground facilities. Grantor(s) shall not temporarily or permanently modify, or allow others to in any way modify, the ground surface elevation in the Easement Area from the elevation established upon completion of construction of the City's facilities without the City's prior written consent, which consent shall not be withheld unreasonably. Grantor(s) shall not conduct, or permit others to conduct, grading operations, ripping, stockpiling, or use, or permit others to use, explosives within or proximate to the Easement Area to the extent that City Facilities may be damaged.

3. This easement(s) is subject to all existing fencing, canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date this easement is granted, and all future uses which do not directly or indirectly interfere with or endanger City's exercise of the rights described herein; provided, however, that City shall have the right to clear and keep clear from the Easement Area all explosives, buildings, structures, walls, cross-fencing, and other facilities of a permanent nature, and any earth cover or stockpile of material placed without the City's written consent, which interfere with City's use and unimpeded access to the Easement Area or protection of the City Facilities installed therein. City's consent will not be unreasonably withheld. Grantor shall not construct, nor permit others to construct, such permanent facilities which conflict with City's ability to access and use the Easement Area. Grantor shall not construct utility lines or other facilities within the Easement Area that would unreasonably interfere with City Facilities. City shall have the right of exclusive use and possession within the Easement Area for a distance of two (2) feet in every direction around the outside surface of the City Facilities, with the exception of utility crossings installed in accordance with City Engineering Standards. In addition to any other legal and equitable remedies for violations of this paragraph, City shall have the right to do all things necessary and proper to remove any such vegetation, explosives, improvements, and materials.

4. Subsequent to the grant of this Easement, Grantor shall not grant any easements of any kind whatsoever to others in, over, on, through, within, under and across the Easement Area without the prior written approval of the City, which approval shall not be withheld unreasonably.

5. City shall have the right of entry over the Easement Area for future construction, reconstruction, operation, repair or maintenance of City Facilities described in this Easement Deed

6. In the event that the installed waterline facilities and Easement Area conflict with future development of the Grantor's property, Grantor shall have the right to relocate the City facilities and Easement Area to an area of equivalent function and utility. The City shall have the right to review and approve of construction plans, specifications, easement deed, and an amended legal description, which approval shall not be unreasonably withheld.

7. The covenants and conditions of this Easement Deed shall run with the land and shall be binding on the successors and assigns of the Grantor and City and shall inure to the benefit of City and its successors and assigns.

8. Any notices relating to this Easement Deed shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by generally recognized overnight courier service, by facsimile (provided that sender retains a printed confirmation of delivery to the facsimile number provided below), or three (3) days after deposit in the United States mail certified or registered, return receipt requested, with postage prepaid, addressed as set forth below:

ADDRESS OF GRANTOR:

P.O. Box 1011
Paso Robles, CA 93447

ADDRESS OF CITY:

1000 Spring Street
Paso Robles, CA 93446

Either party may change its address by written notice to the other given in the manner set forth above.

9. Notwithstanding anything to the contrary herein, all subsurface pipelines installed by City within the Easement Areas shall be located not less than four (4) feet below the surface of the ground, except that subsurface pipelines located within 120 feet of the easterly property line shall be located not less than five (5) feet from the surface of the ground. All Exhibits attached hereto are incorporated herein and made a part hereof as if fully set forth.

Executed this 10 day of Sept, 2007.

GRANTOR:

Jerry L. and Katherine A. Handley

By: 
Jerry L. Handley

By: 
Katherine A. Handley

State of California

County of San Luis Obispo

On Sept 10, 2007 before me, Margie B. Danley
personally appeared Jerry L. Handley & Katherine A. Handley, 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 signatures(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Margie B. Danley (Seal)



The foregoing Easement Deed from Jerry L. and Katherine A. Handley, to the City of El Paso de Robles is hereby:

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

By _____
John Falkenstien

By _____
Iris Yang, Esq.

CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE SECTION 2781

This is to certify that the **City of El Paso de Robles**, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing deed dated _____, from Jerry L. and Katherine A. Handley, grantors therein, to the **City of El Paso de Robles**, grantee therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ___ day of _____, 2007.

City of El Paso De Robles

by _____

Name: John Falkenstien

Title: City Engineer

Title Order Number:

File Number: 4007-27761.60

Exhibit "A"

Real property in the City of Paso Robles, County of San Luis Obispo, State of California, described as follows:

PARCEL 2 OF PARCEL MAP PR 04-0133, IN THE CITY OF PASO ROBLES, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED JUNE 30, 2005 IN BOOK 64, PAGES 36 AND 37 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING FROM A PORTION OF SAID LAND 1/2 OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES FOR A PERIOD OF 20 YEARS FROM JANUARY 1, 1952, OR HAVING PREVIOUSLY BEEN DISCOVERED, AS LONG THEREAFTER AS OIL, GAS OR OTHER HYDROCARBON SUBSTANCES ARE PRODUCED IN COMMERCIAL QUANTITIES FROM SAID PREMISES, AS RESERVED IN THE DEED FROM MINER AND HUBBLE, AS GENERAL PARTNERS, RECORDED JANUARY 28, 1952 IN BOOK 643 AT PAGE 459 OF OFFICIAL RECORDS.

ALSO EXCEPTING FROM A PORTION OF SAID LAND AN UNDIVIDED 25% ROYALTY IN ALL MINERALS, OIL, GAS AND HYDROCARBON SUBSTANCES PRODUCED, WITHOUT HOWEVER ANY RIGHTS TO THE MINERAL ESTATE OR TO THE SURFACE OF SAID LAND, AS RESERVED BY LESTER R. HOFFMAN, A SINGLE MAN, IN DEED RECORDED JULY 30, 1964 IN BOOK 1308 AT PAGE 406 OF OFFICIAL RECORDS.

APN:

Exhibit "B-1"
Easement Legal Description

That portion of Parcel 2 of Parcel Map PR 04-0133 recorded in Book 64 of Parcel Maps, at Page 37, in the County of San Luis Obispo, State of California, lying within a strip of land 20 feet wide, 10 feet on each side of the following described centerline:

Commencing at the most southerly corner said Parcel 2 of Lot Line Adjustment COAL 90-157 as per Certificate of Compliance recorded in Book 3604 of Official Records, at Page 748, in the County of San Luis Obispo, State of California, and shown on Record of Survey Map recorded in Book 64 of Licensed Surveys, at Page 60, records of said County, being on the northerly right of way line of California State Highway 46 East from which a 6"x6" concrete highway monument at Sta. 176+00 as shown on the Caltrans District 5 State Highway Right of Way Map 05-SLO-046-32.5 bears South 71°10'28" West, a distance of 430.56 feet along said northerly right of way as shown on said Record of Survey Map;

Thence North 71°10'28" East along said northerly right of way, a distance of 126.90 feet to the **True Point of Beginning**;

Thence North 23°38'26" West, a distance of 20.07 feet;

Thence North 71°10'28" East, a distance of 35.50 feet to the beginning of a curve concave to the northwest having a radius of 4910.00 feet from which a radial line bears North 21°18'12" West;

Thence easterly and northeasterly along said curve, curve through a central angle of 6°32'50", a distance of 561.07 feet;

Thence North 53°59'58" East, a distance of 67.11 feet;

Thence North 25°18'00" East, a distance of 80.79 feet to the beginning of a curve concave to the southwest having a radius of 383.57 feet from which a radial line bears South 73°32'55" West;

Thence northerly and northwesterly along said curve through a central angle of 41°02'02", a distance of 274.70 feet;

Thence North 57°34'41" West, a distance of 78.64 feet to the beginning of a curve concave to the southwest having a radius of 1016.89 feet from which a radial line bears South 32°42'44" West;

Thence northwesterly and westerly along said curve, through a central angle of 19°00'03", a distance of 337.23 feet to the beginning of a curve concave to the northeast having a radius of 387.98 feet from which a radial line bears North 14°32'50" East;

Thence westerly and northwesterly along said curve through a central angle of 24°27'25", a distance of 165.61 feet;

Thence South 68°34'16" West, a distance of 97.81 feet;

Thence North 66°25'44" West, a distance of 121.03 feet to the beginning of a curve concave to the south, having a radius of 400.00 feet from which a radial line bears South 23°34'16" West;

Thence northwesterly and westerly along the curve through a central angle of 11°15'00", a distance of 78.54 feet;

Thence North 77°40'44" West, a distance of 266.01 feet;

Thence North 01°04'16" East, a distance of 275.97 feet;

Thence North 66°26'41" West, a distance of 194.53 feet;
Thence North 01°27'52" East, a distance of 312.57 feet;
Thence North 58°42'48" West, a distance of 56.56 feet;
Thence North 47°27'48" West, a distance of 90.51 feet;
Thence North 36°12'48" West, a distance of 64.44 feet;
Thence North 47°27'48" West, a distance of 99.60 feet;
Thence North 69°57'48" West, a distance of 368.92 feet to the beginning of a tangent curve concave to the northeast having a radius of 207.00 feet;

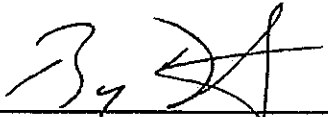
Thence northwesterly along said curve through a central angle of 36°00'00", a distance of 130.06 feet;

Thence North 33°57'48" West, a distance of 129.98 feet to the beginning of a tangent curve concave to the southwest having a radius of 253.00 feet;

Thence northwesterly and westerly along said curve through a central angle of 53°00'00", a distance of 234.03 feet;

Thence North 86°57'48" West, a distance of 266.00 feet to the **Point of Terminus**, from which a ½" rebar tagged "LS 5145" at the northwest corner of said Parcel 1 bears North 69°16'12" West, a distance of 105.29 feet;

The sidelines of said strip at the point of beginning to be lengthened or shortened as required to intersect the northerly right of way line of said State Highway 46 East.



Bryce Dilger #L-7571 (Exp. 12/07) Date 7/18/07

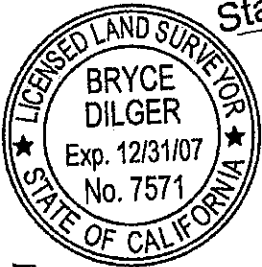
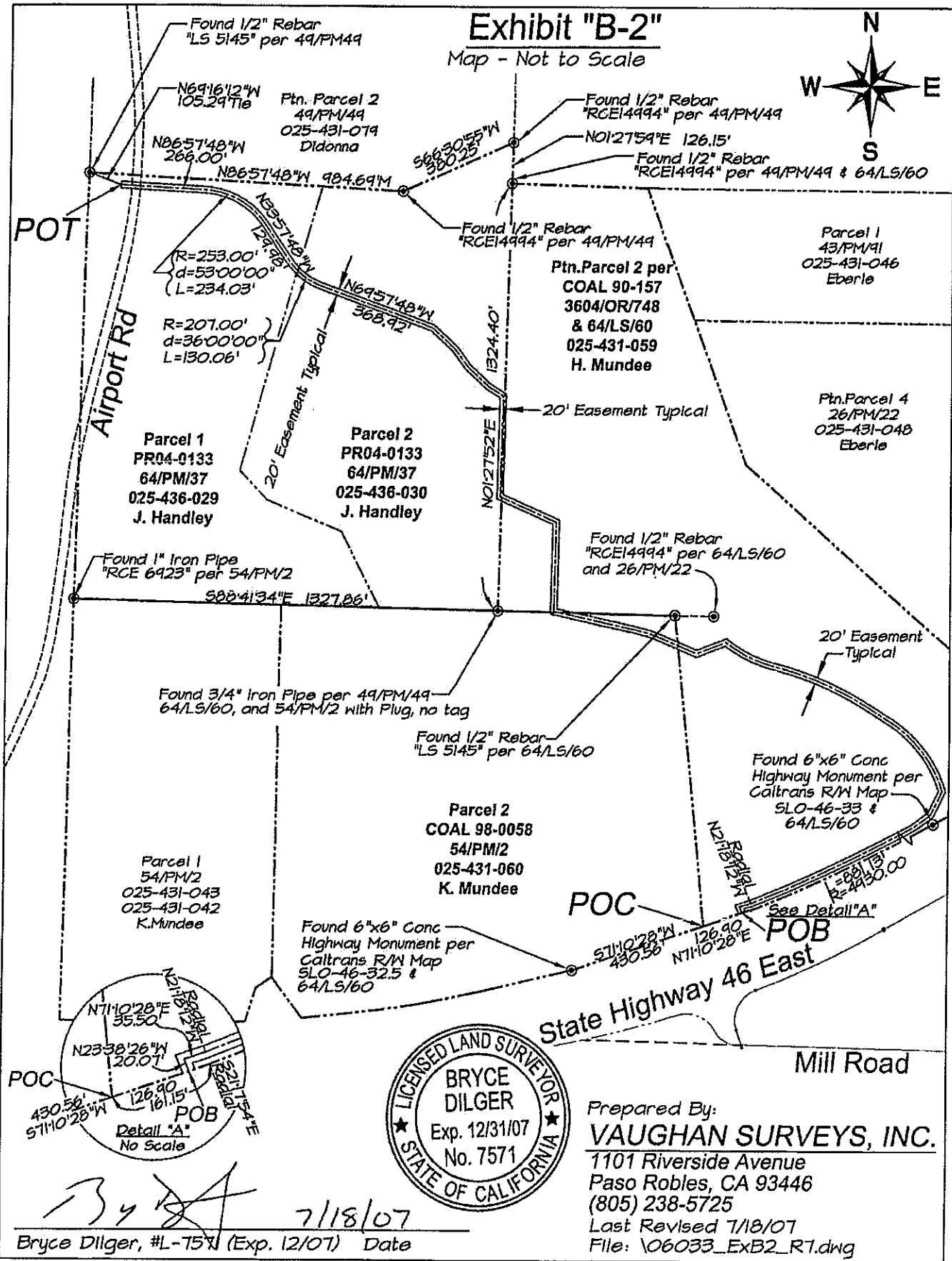
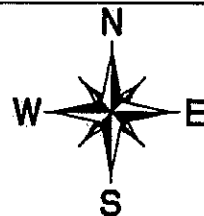
:\06033_ExB1-3_R7.doc

Last Revised 7/18/07



Exhibit "B-2"

Map - Not to Scale



Bryce Dilger
 Bryce Dilger, #L-7571 (Exp. 12/07) Date 7/18/07

Prepared By:
VAUGHAN SURVEYS, INC.
 1101 Riverside Avenue
 Paso Robles, CA 93446
 (805) 238-5725
 Last Revised 7/18/07
 File: \06033_ExB2_RT.dwg

Recording requested by:
Wallace Group, Inc.
Attn: Robert Miller

When recorded, mail to:
Wallace Group
Attn: Robert Miller
4115 Broad St, Suite B-5
San Luis Obispo, CA 93401

EASEMENT DEED
(To The City of El Paso de Robles)

APN: 025-436-020

For a valuable consideration, receipt of which is hereby acknowledged,

**Kenneth P. Munde and Lynn S. Munde, Trustees of the Ken and Lynn Munde Family
Trust and
William Glen Munde**

hereby grants to:

The City of El Paso de Robles

A **Permanent Easement** to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, relocate, replace, and maintain a water pipeline and related facilities. This easement is not to be construed as allowing sanitary sewer facilities. The pipeline and related facilities, utilities, and improvements within the Easement Area collectively are referred to herein as "City Facilities." The City Facilities include but are not limited to, pipeline, markers, air valves, manholes, valves, meters, surge control devices, test stations, buried communication devices, buried electrical conduits and devices, pull boxes, and all related incidents, fixtures, all weather access road, stream crossings, and appurtenances. This easement shall be in, over, on, through, within, under, and across the Easement Area of the Real Property as defined in this paragraph. The "Real Property" is in the County of San Luis Obispo, State of California, and described in Exhibit "A," attached hereto and incorporated by reference herein. The "Easement Area" which comprises the Permanent Easement is described in Exhibit "B," attached hereto and incorporated by reference herein.

The Permanent Easement(s) described herein shall be SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The City or a developer installing facilities required by the City shall have the non-exclusive right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, upon reasonable prior notice to Grantor, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein set forth. The City shall access the waterline from Airport Road and shall not utilize Highway 46 for access.

2. As the amount of earth or other fill over City's Facilities can affect the structural integrity of the City's Facilities that are buried underground, City shall have the right to maintain and restrict the height of earth or other fill over City's underground facilities. Grantor(s) shall not temporarily or permanently modify, or allow others to in any way modify, the ground surface elevation in the Easement Area from the elevation established upon completion of construction of the City's facilities without the City's prior written consent, which consent shall not be withheld unreasonably. Grantor(s) shall not conduct, or permit others to conduct, grading operations, ripping, stockpiling, or use, or permit others to use, explosives within or proximate to the Easement Area to the extent that City Facilities may be damaged.

3. This easement(s) is subject to all existing fencing, canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date this easement is granted, and all future uses which do not directly or indirectly interfere with or endanger City's exercise of the rights described herein; provided, however, that City shall have the right to clear and keep clear from the Easement Area all explosives, buildings, structures, walls, cross-fencing, and other facilities of a permanent nature, and any earth cover or stockpile of material placed without the City's written consent, which interfere with City's use and unimpeded access to the Easement Area or protection of the City Facilities installed therein. City's consent will not be unreasonably withheld. Grantor shall not construct, nor permit others to construct, such permanent facilities which conflict with City's ability to access and use the Easement Area. Grantor shall not construct utility lines or other facilities within the Easement Area that would unreasonably interfere with City Facilities. City shall have the right of exclusive use and possession within the Easement Area for a distance of two (2) feet in every direction around the outside surface of the City Facilities, with the exception of utility crossings installed in accordance with City Engineering Standards. In addition to any other legal and equitable remedies for violations of this paragraph, City shall have the right to do all things necessary and proper to remove any such vegetation, explosives, improvements, and materials.

4. Subsequent to the grant of this Easement, Grantor shall not grant any easements of any kind whatsoever to others in, over, on, through, within, under and across the Easement Area without the prior written approval of the City, which approval shall not be withheld unreasonably. The City acknowledges Grantor's intent to grant a public utilities easement along the Highway 46 right-of-way, and in planning for future utility facilities, agrees to maintain a minimum horizontal separation of 14 feet from the current right-of-way line to the waterline facilities, with the exception of the encased highway crossing.

5. City shall have the right of entry over the Easement Area for future construction, reconstruction, operation, repair or maintenance of City Facilities described in this Easement Deed.

6. The covenants and conditions of this Easement Deed shall run with the land and shall be binding on the successors and assigns of the Grantor and City and shall inure to the benefit of City and its successors and assigns.

7. Any notices relating to this Easement Deed shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by generally recognized overnight courier service, by facsimile (provided that sender retains a printed confirmation of delivery to the facsimile number provided below), or three (3) days after deposit in the United States mail certified or registered, return receipt requested, with postage prepaid, addressed as set forth below:

ADDRESS OF GRANTOR:

Ken and Lynn Munde
P.O. Box 1617
Paso Robles, Ca 93447

William Munde
55 Pendleton Lane
Templeton, Ca 93465

ADDRESS OF CITY:

1000 Spring Street
Paso Robles, Ca 93446

Either party may change its address by written notice to the other given in the manner set forth above.

10. Notwithstanding anything to the contrary herein, all subsurface pipelines installed by City within the Easement Areas shall be located not less than four (4) feet below the surface of the ground. All Exhibits attached hereto are incorporated herein and made a part hereof as if fully set forth.

Executed this 14th day of Feb., 2008.

GRANTOR:

**Kenneth P. Munde and Lynn S. Munde, Trustees of the
Ken and Lynn Munde Family Trust and
William Glen Munde**

By: Kenneth P. Munde, Trustee
Kenneth P. Munde
Trustee

By: Lynn S. Munde, Trustee
Lynn S. Munde
Trustee

By: William Glen Munde
William Glen Munde

State of California
County of San Luis Obispo

On Feb 14 2008, before me, Kathleen Redden, personally appeared Kenneth P. Munde, Lynn S Munde and William Glen Munde, 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 signatures on the instrument to 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 Kathleen Redden (seal)



The foregoing Easement Deed from **Kenneth P. Munde and Lynn S. Munde, Trustees of the Ken and Lynn Munde Family Trust, and William Glen Munde**, to the City of El Paso de Robles is hereby:

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

By _____
John Falkenstien

By _____
Iris Yang, Esq.

CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE SECTION 2781

This is to certify that the **City of El Paso de Robles**, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing deed dated _____, from **Kenneth P. Munde and Lynn S. Munde, Trustees of the Ken and Lynn Munde Family Trust, and William Glen Munde**, grantors therein, to the **City of El Paso de Robles**, grantee therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ___ day of _____, 2008.

City of El Paso De Robles

by _____

Name: John Falkenstien

Title: City Engineer

Exhibit A

Parcel 2 of Lot Line Adjustment COAL 90-157 as per Certificate of Compliance recorded in Book 3604 of Official Records, at Page 748, in the County of San Luis Obispo, State of California, and shown on Record of Survey Map recorded in Book 64 of Licensed Surveys, at Page 60, in the records of said County.

Exhibit "B-1"

Easement Legal Description

That portion of Parcel 2 of Lot Line Adjustment COAL 90-157 as per Certificate of Compliance recorded in Book 3604 of Official Records, at Page 748, in the County of San Luis Obispo, State of California, and shown on Record of Survey Map recorded in Book 64 of Licensed Surveys, at Page 60, records of said County, lying within a strip of land 20 feet wide, 10 feet on each side of the following described centerline:

Commencing at the most southerly corner said Parcel 2 of Lot Line Adjustment COAL 90-157 as per Certificate of Compliance recorded in Book 3604 of Official Records, at Page 748, in the County of San Luis Obispo, State of California, and shown on Record of Survey Map recorded in Book 64 of Licensed Surveys, at Page 60, records of said County, being on the northerly right of way line of California State Highway 46 East from which a 6"x6" concrete highway monument at Sta. 176+00 as shown on the Caltrans District 5 State Highway Right of Way Map 05-SLO-046-32.5 bears South 71°10'28" West, a distance of 430.56 feet along said northerly right of way as shown on said Record of Survey Map;

Thence North 71°10'28" East along said northerly right of way, a distance of 126.90 feet to the **True Point of Beginning**;

Thence North 23°38'26" West, a distance of 20.07 feet;

Thence North 71°10'28" East, a distance of 35.50 feet to the beginning of a curve concave to the northwest having a radius of 4910.00 feet from which a radial line bears North 21°18'12" West;

Thence easterly and northeasterly along said curve, curve through a central angle of 6°32'50", a distance of 561.07 feet;

Thence North 53°59'58" East, a distance of 67.11 feet;

Thence North 25°18'00" East, a distance of 80.79 feet to the beginning of a curve concave to the southwest having a radius of 383.57 feet from which a radial line bears South 73°32'55" West;

Thence northerly and northwesterly along said curve through a central angle of 41°02'02", a distance of 274.70 feet;

Thence North 57°34'41" West, a distance of 78.64 feet to the beginning of a curve concave to the southwest having a radius of 1016.89 feet from which a radial line bears South 32°42'44" West;

Thence northwesterly and westerly along said curve, through a central angle of 19°00'03", a distance of 337.23 feet to the beginning of a curve concave to the northeast having a radius of 387.98 feet from which a radial line bears North 14°32'50" East;

Thence westerly and northwesterly along said curve through a central angle of 24°27'25", a distance of 165.61 feet;

Thence South 68°34'16" West, a distance of 97.81 feet;

Thence North 66°25'44" West, a distance of 121.03 feet to the beginning of a curve concave to the south, having a radius of 400.00 feet from which a radial line bears South 23°34'16" West;

Thence northwesterly and westerly along the curve through a central angle of 11°15'00", a distance of 78.54 feet;

Thence North 77°40'44" West, a distance of 266.01 feet;
Thence North 01°04'16" East, a distance of 275.97 feet;
Thence North 66°26'41" West, a distance of 194.53 feet;
Thence North 01°27'52" East, a distance of 312.57 feet;
Thence North 58°42'48" West, a distance of 56.56 feet;
Thence North 47°27'48" West, a distance of 90.51 feet;
Thence North 36°12'48" West, a distance of 64.44 feet;
Thence North 47°27'48" West, a distance of 99.60 feet;
Thence North 69°57'48" West, a distance of 368.92 feet to the beginning of a tangent curve concave to the northeast having a radius of 207.00 feet;


Thence northwesterly along said curve through a central angle of 36°00'00", a distance of 130.06 feet;

Thence North 33°57'48" West, a distance of 129.98 feet to the beginning of a tangent curve concave to the southwest having a radius of 253.00 feet;

Thence northwesterly and westerly along said curve through a central angle of 53°00'00", a distance of 234.03 feet;

Thence North 86°57'48" West, a distance of 266.00 feet to the **Point of Terminus**, from which a ½" rebar tagged "LS 5145" at the northwest corner of said Parcel 1 bears North 69°16'12" West, a distance of 105.29 feet;

The sidelines of said strip at the point of beginning to be lengthened or shortened as required to intersect the northerly right of way line of said State Highway 46 East.


Bryce Dilger #L-7571 (Exp. 12/07) Date 7/18/07

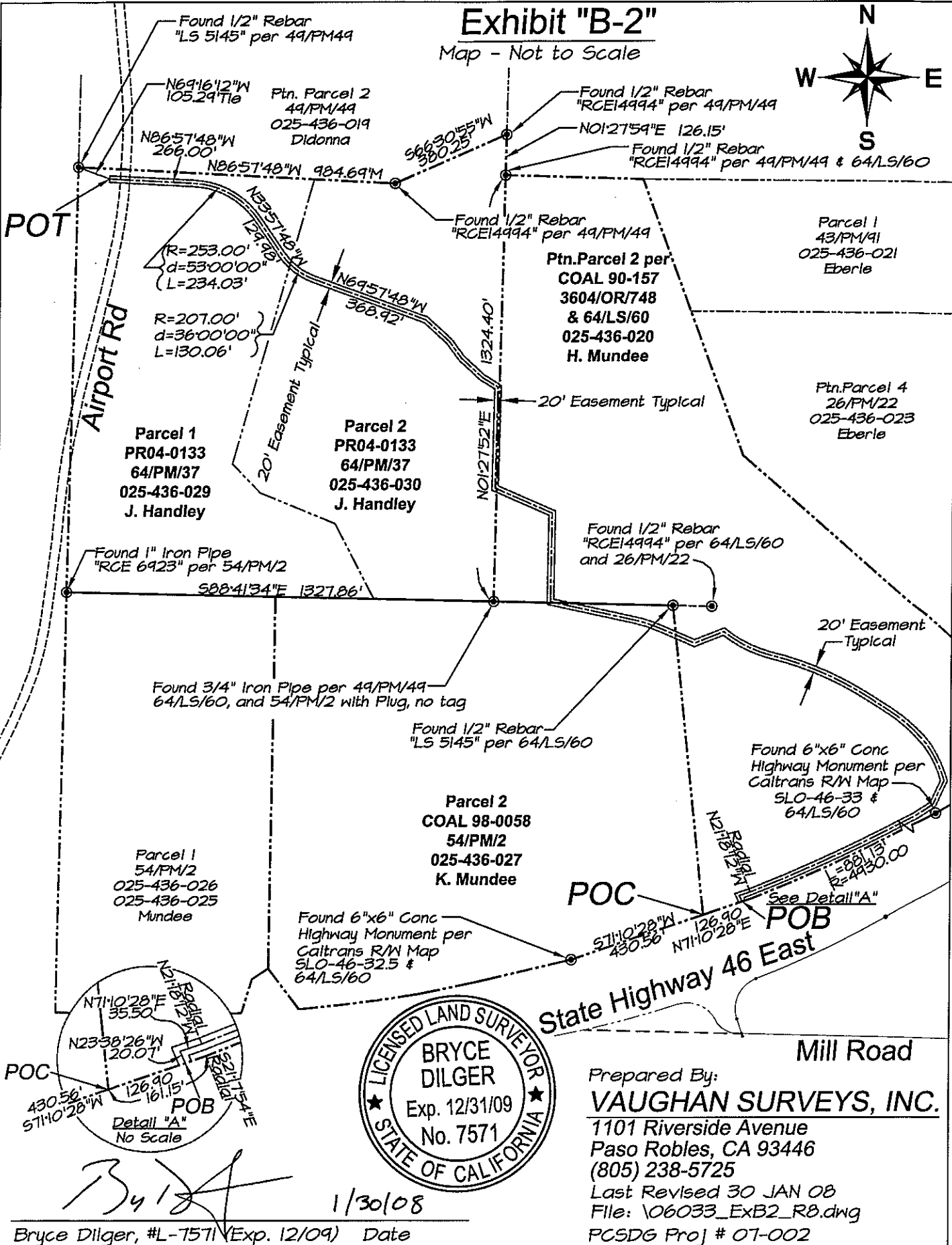
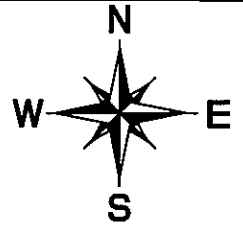
:\06033_ExB1-1_R7.doc

Last Revised 7/18/07



Exhibit "B-2"

Map - Not to Scale



Airport Rd

State Highway 46 East

Mill Road

Parcel 1
PR04-0133
64/PM/37
025-436-029
J. Handley

Parcel 2
PR04-0133
64/PM/37
025-436-030
J. Handley

Parcel 2
COAL 98-0058
54/PM/2
025-436-027
K. Munde

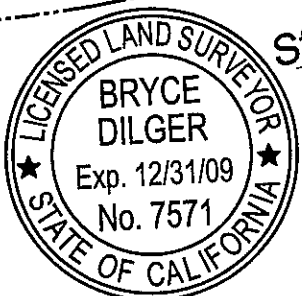
Parcel 1
43/PM/41
025-436-021
Eberle

Ptn. Parcel 4
26/PM/22
025-436-023
Eberle

Parcel 1
54/PM/2
025-436-026
025-436-025
Munde

Found 6"x6" Conc
Highway Monument per
Caltrans R/W Map
SLO-46-32.5 &
64/LS/60

Found 6"x6" Conc
Highway Monument per
Caltrans R/W Map
SLO-46-33 &
64/LS/60



Bryce Dilger 1/30/08

Bryce Dilger, #L-7571 (Exp. 12/09) Date

Prepared By:
VAUGHAN SURVEYS, INC.
1101 Riverside Avenue
Paso Robles, CA 93446
(805) 238-5725
Last Revised 30 JAN 08
File: \06033_ExB2_RB.dwg
PCSDG Proj # 07-002

Recording requested by:
Wallace Group, Inc.
Attn: Robert Miller

When recorded, mail to:
Wallace Group
Attn: Robert Miller
4115 Broad St, Suite B-5
San Luis Obispo, CA 93401

EASEMENT DEED
(To The City of El Paso de Robles)

APN: 025-436-027

For a valuable consideration, receipt of which is hereby acknowledged,

Kenneth P. Munde and Lynn S. Munde, Trustees of the Ken and Lynn Munde Family Trust

hereby grants to:

The City of El Paso de Robles

A **Permanent Easement** to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, relocate, replace, and maintain a water pipeline and related facilities. This easement is not to be construed as allowing sanitary sewer facilities. The pipeline and related facilities, utilities, and improvements within the Easement Area collectively are referred to herein as "City Facilities." The City Facilities include but are not limited to, pipeline, markers, air valves, manholes, valves, meters, surge control devices, test stations, buried communication devices, buried electrical conduits and devices, pull boxes, and all related incidents, fixtures, all weather access road, stream crossings, and appurtenances. This easement shall be in, over, on, through, within, under, and across the Easement Area of the Real Property as defined in this paragraph. The "Real Property" is in the County of San Luis Obispo, State of California, and described in Exhibit "A," attached hereto and incorporated by reference herein. The "Easement Area" which comprises the Permanent Easement is described in Exhibit "B," attached hereto and incorporated by reference herein.

The Permanent Easement(s) described herein shall be **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

1. The City or a developer installing facilities required by the City shall have the non-exclusive right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the

Easement Area at any time, upon reasonable prior notice to Grantor, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein set forth. The City shall access the waterline from Airport Road and shall not utilize Highway 46 for access.

2. As the amount of earth or other fill over City's Facilities can affect the structural integrity of the City's Facilities that are buried underground, City shall have the right to maintain and restrict the height of earth or other fill over City's underground facilities. Grantor(s) shall not temporarily or permanently modify, or allow others to in any way modify, the ground surface elevation in the Easement Area from the elevation established upon completion of construction of the City's facilities without the City's prior written consent, which consent shall not be withheld unreasonably. Grantor(s) shall not conduct, or permit others to conduct, grading operations, ripping, stockpiling, or use, or permit others to use, explosives within or proximate to the Easement Area to the extent that City Facilities may be damaged.

3. This easement(s) is subject to all existing fencing, canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date this easement is granted, and all future uses which do not directly or indirectly interfere with or endanger City's exercise of the rights described herein; provided, however, that City shall have the right to clear and keep clear from the Easement Area all explosives, buildings, structures, walls, cross-fencing, and other facilities of a permanent nature, and any earth cover or stockpile of material placed without the City's written consent, which interfere with City's use and unimpeded access to the Easement Area or protection of the City Facilities installed therein. City's consent will not be unreasonably withheld. Grantor shall not construct, nor permit others to construct, such permanent facilities which conflict with City's ability to access and use the Easement Area. Grantor shall not construct utility lines or other facilities within the Easement Area that would unreasonably interfere with City Facilities. City shall have the right of exclusive use and possession within the Easement Area for a distance of two (2) feet in every direction around the outside surface of the City Facilities, with the exception of utility crossings installed in accordance with City Engineering Standards. In addition to any other legal and equitable remedies for violations of this paragraph, City shall have the right to do all things necessary and proper to remove any such vegetation, explosives, improvements, and materials.

4. Subsequent to the grant of this Easement, Grantor shall not grant any easements of any kind whatsoever to others in, over, on, through, within, under and across the Easement Area without the prior written approval of the City, which approval shall not be withheld unreasonably. The City acknowledges Grantor's intent to grant a public utilities easement along the Highway 46 right-of-way, and in planning for future utility facilities, agrees to maintain a minimum horizontal separation of 14 feet from the current right-of-way line to the waterline facilities, with the exception of the encased highway crossing.

5. City shall have the right of entry over the Easement Area for future construction, reconstruction, operation, repair or maintenance of City Facilities described in this Easement Deed.

6. The covenants and conditions of this Easement Deed shall run with the land and shall be binding on the successors and assigns of the Grantor and City and shall inure to the benefit of City and its successors and assigns.

7. Any notices relating to this Easement Deed shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by generally recognized overnight courier service, by facsimile (provided that sender retains a printed confirmation of delivery to the facsimile number provided below), or three (3) days after deposit in the United States mail certified or registered, return receipt requested, with postage prepaid, addressed as set forth below:

ADDRESS OF GRANTOR:

P.O. Box 1617
Paso Robles, Ca 93447

ADDRESS OF CITY:

1000 Spring Street
Paso Robles, Ca 93446

Either party may change its address by written notice to the other given in the manner set forth above.

10. Notwithstanding anything to the contrary herein, all subsurface pipelines installed by City within the Easement Areas shall be located not less than four (4) feet below the surface of the ground. All Exhibits attached hereto are incorporated herein and made a part hereof as if fully set forth.

Executed this 14 day of February, 2008.

GRANTOR:

**Kenneth P. Munde and Lynn S. Munde, Trustees of the
Ken and Lynn Munde Family Trust**

By: Kenneth P. Munde, Trustee
Kenneth P. Munde
Trustee

By: Lynn S. Munde, Trustee
Lynn S. Munde
Trustee

State of California
County of ~~California~~ San Luis Obispo ca

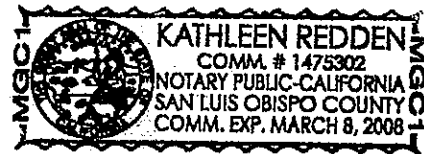
On Feb. 14, 2008 before me, Kathleen Redden, personally appeared
Kenneth P. Mundeec and Lynn S Mundeec

_____, 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 signatures(s) on the instrument to 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 Kathleen Redden (seal)



The foregoing Easement Deed from **Kenneth P. Mundeec and Lynn S. Mundeec, Trustees of the Ken and Lynn Mundeec Family Trust**, to the City of El Paso de Robles is hereby:

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

By _____
John Falkenstien

By _____
Iris Yang, Esq.

CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE SECTION 2781

This is to certify that the **City of El Paso de Robles**, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing deed dated _____, from **Kenneth P. Mundeec and Lynn S. Mundeec, Trustees of the Ken and Lynn Mundeec Family Trust**, grantors therein, to the **City of El Paso de Robles**, grantee therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ___ day of _____, 2008.

City of El Paso De Robles

by _____

Name: John Falkenstien

Title: City Engineer

Exhibit A

Parcel 2 of Parcel Map COAL 98-0058 recorded in Book 54 of Parcel Maps, at Page 2, in the County of San Luis Obispo, State of California

Exhibit "B-1"

Easement Legal Description

That portion of Parcel 2 of Parcel Map COAL 98-0058 recorded in Book 54 of Parcel Maps, at Page 2, in the County of San Luis Obispo, State of California, lying within a strip of land 20 feet wide, 10 feet on each side of the following described centerline:

Commencing at the most southerly corner said Parcel 2 of Lot Line Adjustment COAL 90-157 as per Certificate of Compliance recorded in Book 3604 of Official Records, at Page 748, in the County of San Luis Obispo, State of California, and shown on Record of Survey Map recorded in Book 64 of Licensed Surveys, at Page 60, records of said County, being on the northerly right of way line of California State Highway 46 East from which a 6"x6" concrete highway monument at Sta. 176+00 as shown on the Caltrans District 5 State Highway Right of Way Map 05-SLO-046-32.5 bears South 71°10'28" West, a distance of 430.56 feet along said northerly right of way as shown on said Record of Survey Map;

Thence North 71°10'28" East along said northerly right of way, a distance of 126.90 feet to the **True Point of Beginning**;

Thence North 23°38'26" West, a distance of 20.07 feet;

Thence North 71°10'28" East, a distance of 35.50 feet to the beginning of a curve concave to the northwest having a radius of 4910.00 feet from which a radial line bears North 21°18'12" West;

Thence easterly and northeasterly along said curve, curve through a central angle of 6°32'50", a distance of 561.07 feet;

Thence North 53°59'58" East, a distance of 67.11 feet;

Thence North 25°18'00" East, a distance of 80.79 feet to the beginning of a curve concave to the southwest having a radius of 383.57 feet from which a radial line bears South 73°32'55" West;

Thence northerly and northwesterly along said curve through a central angle of 41°02'02", a distance of 274.70 feet;

Thence North 57°34'41" West, a distance of 78.64 feet to the beginning of a curve concave to the southwest having a radius of 1016.89 feet from which a radial line bears South 32°42'44" West;

Thence northwesterly and westerly along said curve, through a central angle of 19°00'03", a distance of 337.23 feet to the beginning of a curve concave to the northeast having a radius of 387.98 feet from which a radial line bears North 14°32'50" East;

Thence westerly and northwesterly along said curve through a central angle of 24°27'25", a distance of 165.61 feet;

Thence South 68°34'16" West, a distance of 97.81 feet;

Thence North 66°25'44" West, a distance of 121.03 feet to the beginning of a curve concave to the south, having a radius of 400.00 feet from which a radial line bears South 23°34'16" West;

Thence northwesterly and westerly along the curve through a central angle of 11°15'00", a distance of 78.54 feet;

Thence North 77°40'44" West, a distance of 266.01 feet;

Thence North 01°04'16" East, a distance of 275.97 feet;

Thence North 66°26'41" West, a distance of 194.53 feet;
Thence North 01°27'52" East, a distance of 312.57 feet;
Thence North 58°42'48" West, a distance of 56.56 feet;
Thence North 47°27'48" West, a distance of 90.51 feet;
Thence North 36°12'48" West, a distance of 64.44 feet;
Thence North 47°27'48" West, a distance of 99.60 feet;
Thence North 69°57'48" West, a distance of 368.92 feet to the beginning of a tangent curve concave to the northeast having a radius of 207.00 feet;


Thence northwesterly along said curve through a central angle of 36°00'00", a distance of 130.06 feet;

Thence North 33°57'48" West, a distance of 129.98 feet to the beginning of a tangent curve concave to the southwest having a radius of 253.00 feet;

Thence northwesterly and westerly along said curve through a central angle of 53°00'00", a distance of 234.03 feet;

Thence North 86°57'48" West, a distance of 266.00 feet to the **Point of Terminus**, from which a ½" rebar tagged "LS 5145" at the northwest corner of said Parcel 1 bears North 69°16'12" West, a distance of 105.29 feet;

The sidelines of said strip at the point of beginning to be lengthened or shortened as required to intersect the northerly right of way line of said State Highway 46 East.


Bryce Dilger #L-7571 (Exp. 12/07) 7/18/07
Date

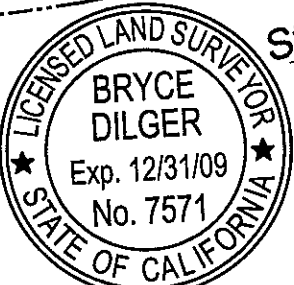
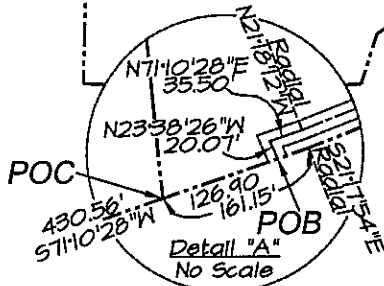
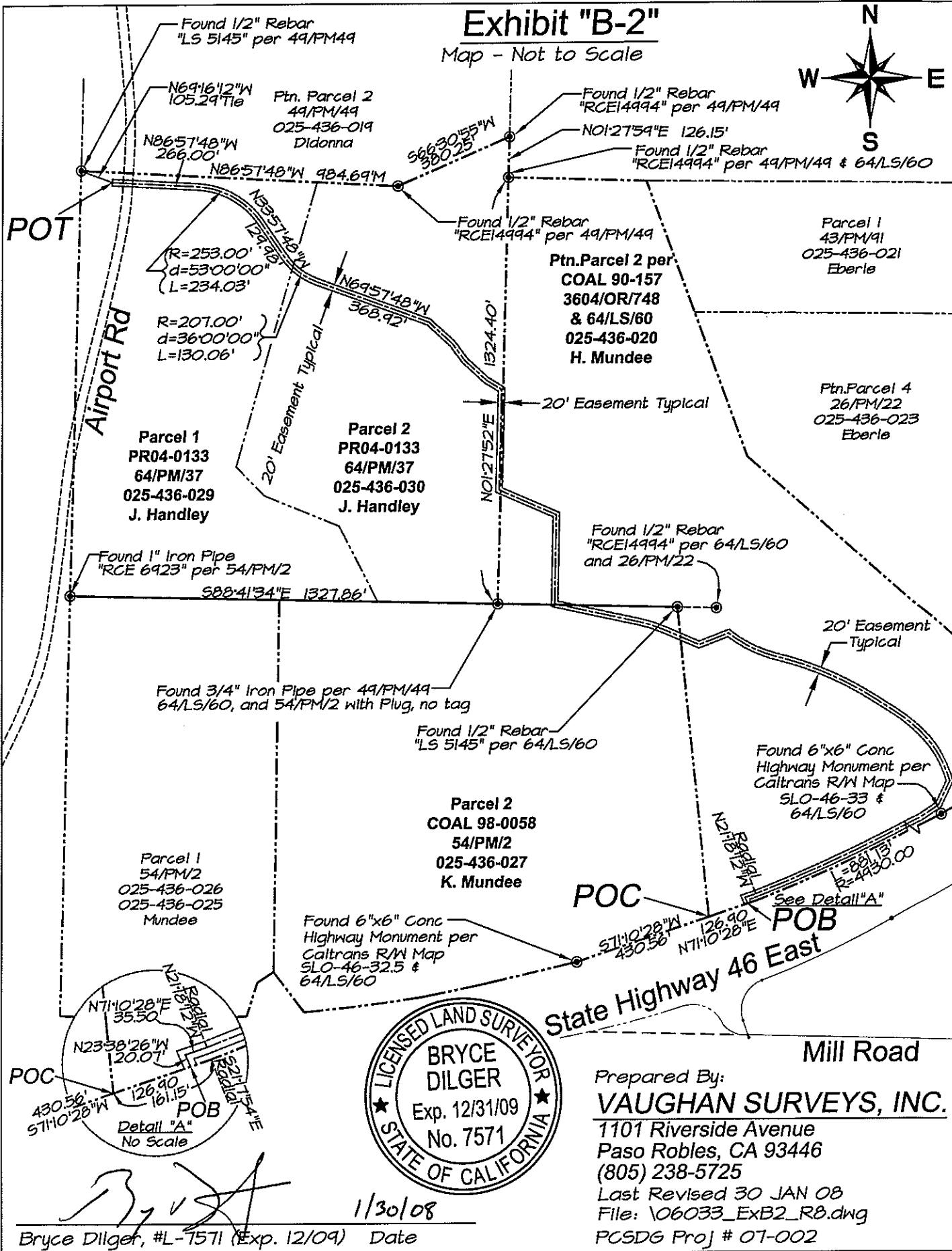
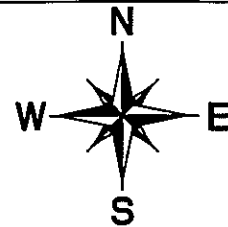
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Last Revised 7/18/07



Exhibit "B-2"

Map - Not to Scale



[Signature]
Bryce Dilger, #L-7571 (Exp. 12/09) Date 1/30/08

POC

POB

State Highway 46 East

Mill Road

Prepared By:
VAUGHAN SURVEYS, INC.
1101 Riverside Avenue
Paso Robles, CA 93446
(805) 238-5725
Last Revised 30 JAN 08
File: \06033_ExB2_RB.dwg
PCSD6 Proj # 07-002

ORIGINAL

RECORDING REQUESTED BY:

COPY

WHEN RECORDED MAIL TO:
City of Paso Robles
1000 Springs Street
Paso Robles, CA 93446

DOCUMENTARY TRANSFER \$ <u>-0-</u>	SPACE ABOVE THIS LINE FOR RECORDER'S USE
() Computed on the consideration or value of property conveyed; OR	*
() Computed on the consideration or value less liens or encumbrances	
() remaining at time of sale.	Signature of Declarant or Agent determining tax - Firm Name -

APN: 025-701-002, 026-211-008 & 026-211-039

EASEMENT GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

VINA ROBLES INC., a California corporation;
ARTHUR E. MONAHAN, Trustee of the Arthur E. Monahan Trust dated October 30, 2002; and
ROBERT L. HALL, as Trustee of the Robert L. Hall Living Trust dated September 26, 2006

hereby GRANT(S)

CITY OF PASO ROBLES, a Municipal Corporation of the State of California

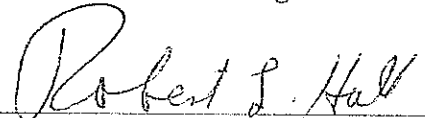
AN EASEMENT FOR WATERLINE AND INCIDENTAL PURPOSES OVER THAT CERTAIN REAL PROPERTY MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" AND GRAPHICALLY SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

Dated: December 13, 2007

Vina Robles Inc., a California corporation

Robert L. Hall Living Trust dated 9/26/06


Hans-R. Michel, President and Secretary


Robert L. Hall, Trustee

Arthur E. Monahan Trust dated October 30, 2002

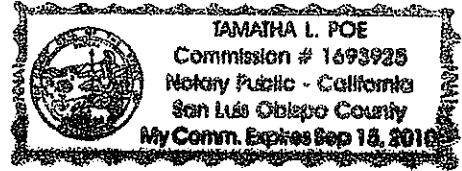

Arthur E. Monahan, Trustee

State of California
County of San Luis Obispo

On 12-21-07 before me, Tamatha L. Poe, Notary Public, personally appeared Hans-R. Michel who 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

Tamatha L. Poe
Signature



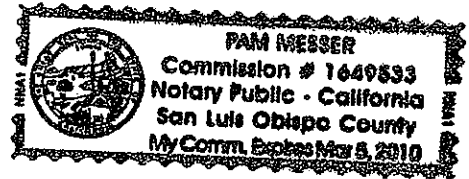
ABOVE RESERVED FOR OFFICIAL NOTARY SEAL

State of California
County of San Luis Obispo

On 12/28/07 before me, Pam Messer, Notary Public, personally appeared Robert L. Hall who 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

Pam Messer
Signature



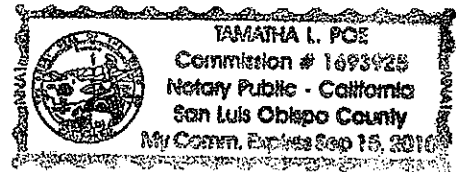
ABOVE RESERVED FOR OFFICIAL NOTARY SEAL

State of California
County of San Luis Obispo

On 1-8-08 before me, Tamatha L. Poe, Notary Public, personally appeared Arthur E. Monahan who 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

Tamatha L. Poe
Signature



ABOVE RESERVED FOR OFFICIAL NOTARY SEAL

Exhibit "A"
Easement Legal Description


Those portions of the south half of Section 24 and the north half Section 25 of Township 26 South, Range 12 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, lying within a 20.00 foot wide strip of land, lying 10.00 feet on each side of the following described centerline:

Beginning at a point on the southerly line of said Section 24 from which a ¾" iron pipe marked "LS 2391" marking the southerly quarter corner of said Section 24 as shown on the Record of Survey map recorded in Book 80 of Licensed Surveys, at Page 84, records of said County bears South 88°35'59" East along said southerly line, a distance 115.94 feet and from which point a 1" iron pipe marked "LS 5751" as shown on said Record of Survey Map bears North 88°35'59" West along said southerly line, a distance of 400.97 feet;

Thence South 88°35'59" East along said southerly line, a distance 14.06 feet;
Thence South 89°45'33" East, a distance of 544.47 feet;
Thence South 83°05'38" East, a distance of 65.98 feet;
Thence North 89°57'28" East, a distance of 59.46 feet;
Thence North 82°49'47" East, a distance of 67.37 feet;
Thence South 89°20'17" East, a distance of 693.50 feet to the **Point of Terminus** on the easterly line of the southwest quarter of the southeast quarter of said Section 24 from which a 1" iron pipe marked "LS 5751" bears South 1°40'31" West along said easterly line, a distance of 23.47 feet;

Thence sidelines of said strip to be lengthened or shortened at the easterly end as required to intersect said easterly line of the southwest quarter of the southeast quarter of said Section 24.

Contains 0.66 acres, more or less.



Bryce Dilger #L-7571 (Exp. 12/09) Date 1/8/08

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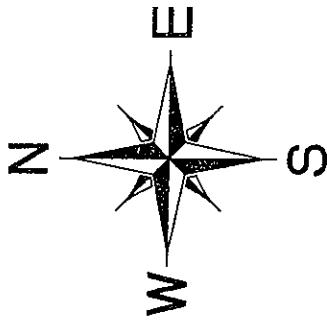
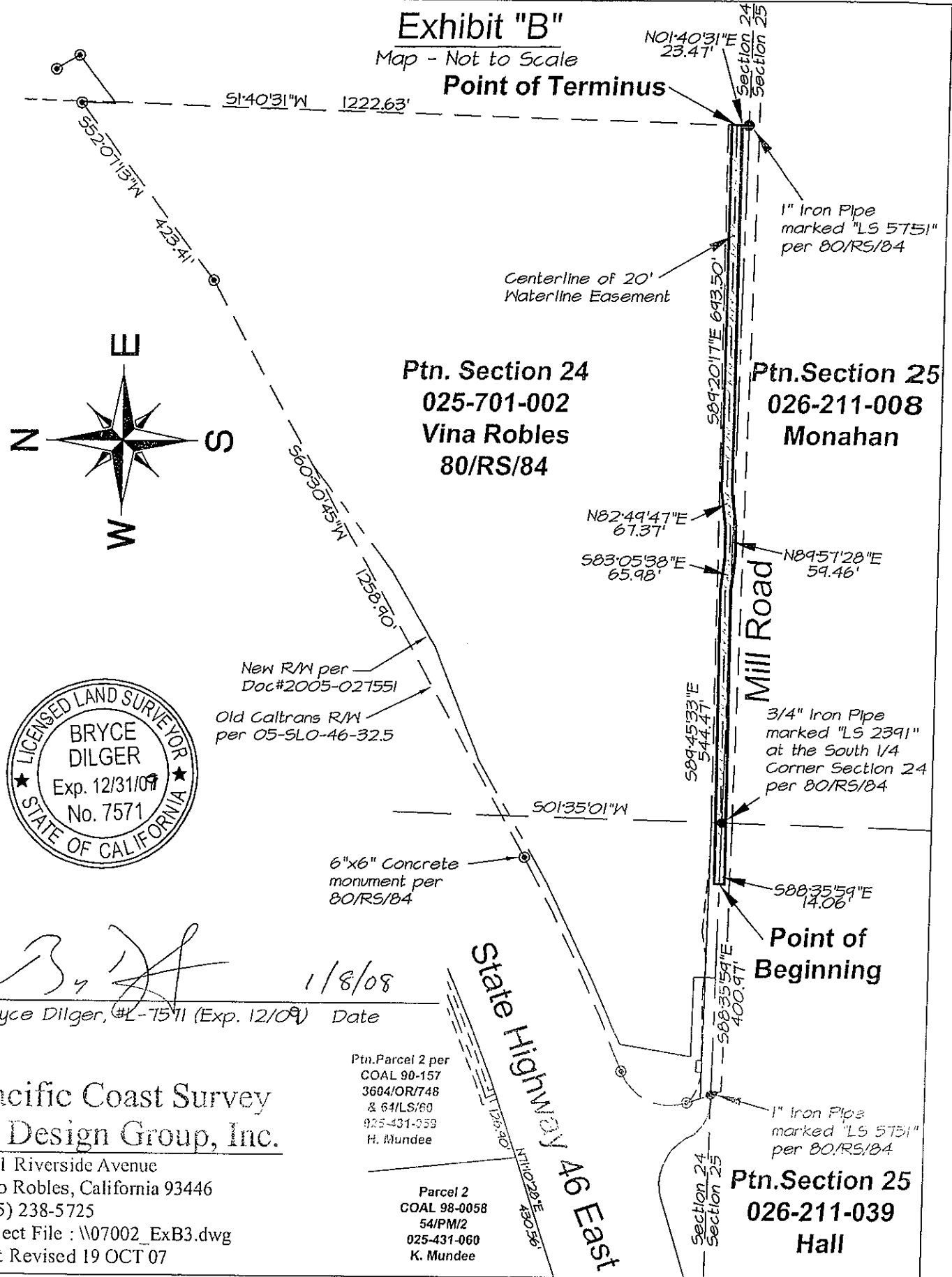
Last Revised 10/19/07



Exhibit "B"

Map - Not to Scale

Point of Terminus



New R/W per Doc#2005-021551
 Old Caltrans R/W per 05-SLO-46-32.5

6"x6" Concrete monument per 80/RS/84

Bryce Dilger
 Bryce Dilger, #L-7571 (Exp. 12/09) Date 1/8/08

Pacific Coast Survey & Design Group, Inc.

1101 Riverside Avenue
 Paso Robles, California 93446
 (805) 238-5725
 Project File : \\07002_ExB3.dwg
 Last Revised 19 OCT 07

Ptn. Parcel 2 per COAL 90-157 3604/OR/748 & 64/LS/60 025-431-059 H. Munde

Parcel 2 COAL 98-0058 54/PM/2 025-431-060 K. Munde

State Highway 46 East

Ptn. Section 25 026-211-039 Hall

ORIGINAL

 COPY

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City of Paso Robles
1000 Springs Street
Paso Robles, CA 93446

DOCUMENTARY TRANSFER \$ <u>-0-</u>	<i>SPACE ABOVE THIS LINE FOR RECORDER'S USE</i>
<input type="checkbox"/> Computed on the consideration or value of property conveyed; OR	*
<input type="checkbox"/> Computed on the consideration or value less liens or encumbrances	
<input type="checkbox"/> remaining at time of sale.	Signature of Declarant or Agent determining tax - Firm Name -

APN: 025-701-002

EASEMENT GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

VINA ROBLES INC., a California corporation

hereby GRANT(S)

CITY OF PASO ROBLES, a Municipal Corporation of the State of California

AN EASEMENT FOR WATERLINE AND INCIDENTAL PURPOSES OVER THAT CERTAIN REAL PROPERTY MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" AND GRAPHICALLY SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

Dated: December 13, 2007

Vina Robles Inc., a California corporation



Hans-R. Michel, President and Secretary

State of California

County of San Luis Obispo

On December 21, 2007 before me, Tamatha L. Poe, Notary Public, personally appeared Hans-R. Michel who 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

Tamatha L. Poe
Signature



ABOVE RESERVED FOR OFFICIAL NOTARY SEAL.

Exhibit "A"
Easement Legal Description

That portion of the southeast quarter of the southwest quarter of Section 24 of Township 26 South, Range 12 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, and shown on Record of Survey Map recorded in Book 80 of Licensed Surveys, at Page 84, records of said County, lying within a strip of land 20 feet wide more particularly described as follows:

Commencing at a 6"x6" concrete highway monument 167.99 feet right of engineer's station 181+22.46 marking the southerly right of way as shown on said Record of Survey Map and California Division of Highways Right of Way Map 05-SLO-46-32.5;

Thence North 85°39'36" East, a distance of 52.11 feet to the terminus of the course numbered six (6) described in the Grant Deed to the State of California recorded April 7, 2005 as Document #2005-027551, records of said County, said point being the **True Point of Beginning**;

Thence South 9°53'05" West along the course numbered seven (7) described in said Deed, a distance of 136.50 feet;

Thence South 88°17'16" East along the course numbered eight (8) described in said Deed and the prolongation thereof, a distance of 289.86 feet;

Thence South 43°15'25" East, a distance of 56.63 feet to the southerly line of said Section 24;

Thence South 88°35'59" East along said southerly line, a distance of 28.12 feet;


Thence North 43°15'25" West, a distance of 84.68 feet;

Thence North 88°17'16" West, a distance of 275.07 feet;

Thence North 9°53'05" East, a distance of 126.68 feet to a point of the said course numbered six (6) described in said Deed;

Thence South 66°20'31" West along said course numbered six (6), a distance of 24.00 feet to the **Point of Beginning**.

Contains 0.22 acres, more or less.


Bryce Dilger #L-7571 (Exp. 12/07) 1/8/08 Date

:\07002_ExA1.doc

Last Revised 10/16/07



Exhibit "B"

Map - Not to Scale

6"x6" Concrete monument per 80/RS/84

South 1/4 Corner Section 24 per 80/RS/84

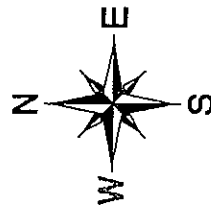
Ptn. Section 24
025-701-002
Vina Robles
80/RS/84

New R/W per Doc#2005-027551

20' Wide Waterline Easement

Old Caltrans R/W per 05-SLO-46-32.5

Mill Road



566.20'31"W
24.00'

N09.53'05"E
126.68'

POB

Waterline

POC

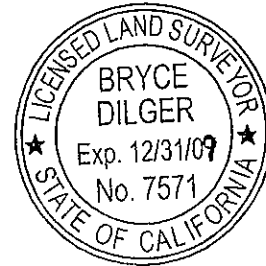
N85.39'36"E
52.11' Tie

6"x6" Concrete monument per 80/RS/84

Ptn. Parcel 2 per
COAL 90-157
3604/OR/748
& 64/LS/60
025-431-059
H. Munde

Parcel 2
COAL 98-0058
54/PM/2
025-431-060
K. Munde

State Highway 46 East



Pacific Coast Survey & Design Group, Inc.

1101 Riverside Avenue
Paso Robles, California 93446
(805) 238-5725
Project File : \07002_ ExB1.dwg
Last Revised 22 OCT 07

[Signature]
Bryce Dilger, #L-7571 (Exp. 12/09) Date 1/8/08

RESOLUTION NO. 08-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
ACCEPTING AN IRREVOCABLE AND PERPETUAL OFFER OF DEDICATION
FOR ROAD PURPOSES ON MILL ROAD
(PD 02-002, VINA ROBLES)

WHEREAS, the City has received an Irrevocable and Perpetual Offer of Dedication from Vina Robles, Inc. for public road purposes on Mill Road adjacent to the site of the Vina Robles winery (PD 02-002); and

WHEREAS, street improvements have been constructed in accordance with the conditions of approval of PD 02-002; and

WHEREAS, the Irrevocable and Perpetual Offer of Dedication provided by Vina Robles, Inc. meets the conditions of approval for PD 02-002 as set by Resolution 03-023 of the City Planning Commission, adopted on their meeting of March 11, 2003.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the City Council accept the Irrevocable and Perpetual Offer of Dedication for public road purposes provided by Vina Robles, Inc. located along Mill Road and authorize its execution and recordation.

ADOPTED by the City Council of the City of El Paso de Robles at a regular meeting of said Council held on the 4th day of March, 2008 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Frank R. Mecham, Mayor

ATTEST:

Deborah D. Robinson, Deputy City Clerk

RESOLUTION NO. 08-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
ACCEPTING AN EASEMENT GRANT DEED FOR
A PUBLIC UTILITIES EASEMENT (PD 02-002)

WHEREAS, the City has received a 10-foot wide Easement Grant Deed from Vina Robles, Inc. and Arthur Monahan for a public utilities easement located along Mill Road adjacent to the Vina Robles winery; and

WHEREAS, the easement will allow for the construction and maintenance of all public utilities needed to serve PD 02-002.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the City Council accept the 10-foot wide Easement Grant Deed for a Public Utilities Easement received from Vina Robles, Inc. and Arthur Monahan and authorize its execution and recordation.

ADOPTED by the City Council of the City of El Paso de Robles at a regular meeting of said Council held on the 4th day of March, 2008 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Frank R. Mecham, Mayor

ATTEST:

Deborah D. Robinson, Deputy City Clerk

RESOLUTION NO. 08-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
ACCEPTING EASEMENT GRANT DEEDS FOR
A WATERLINE EASEMENT (HANDLEY)
(PD 02-002)

WHEREAS, the City has received two 20-foot wide Easement Grant Deeds from Jerry and Katherine Handley for a waterline easement located across their property on Airport Road; and

WHEREAS, the easement will allow for the construction and maintenance of a City water main needed to serve the Vina Robles winery (PD 02-002).

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the City Council accept the 20-foot wide Easement Grant Deeds for a waterline easement received from Jerry and Katherine Handley and authorize their execution and recordation.

ADOPTED by the City Council of the City of El Paso de Robles at a regular meeting of said Council held on the 4th day of March, 2008 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Frank R. Mecham, Mayor

ATTEST:

Deborah D. Robinson, Deputy City Clerk

RESOLUTION NO. 08-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
ACCEPTING EASEMENT GRANT DEEDS FOR
A WATERLINE EASEMENT (MUNDEE)
(PD 02-002)

WHEREAS, the City has received two 20-foot wide Easement Grant Deeds from Ken and Lynn Munde for a waterline easement located across their property on Highway 46E; and

WHEREAS, the easement will allow for the construction and maintenance of a City water main needed to serve the Vina Robles winery (PD 02-002).

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the City Council accept the 20-foot wide Easement Grant Deeds for a waterline easement received from Ken and Lynn Munde and authorize their execution and recordation.

ADOPTED by the City Council of the City of El Paso de Robles at a regular meeting of said Council held on the 4th day of March, 2008 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Frank R. Mecham, Mayor

ATTEST:

Deborah D. Robinson, Deputy City Clerk

RESOLUTION NO. 08-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
ACCEPTING AN EASEMENT GRANT DEED FOR
A WATERLINE EASEMENT (VINA ROBLES, etal)
(PD 02-002)

WHEREAS, the City has received a 20-foot wide Easement Grant Deed from Vina Robles, Inc., Arthur Monahan and Robert Hall for a waterline easement located along Mill Road adjacent to the Vina Robles winery; and

WHEREAS, the easement will allow for the construction and maintenance of a City water main needed to serve the Vina Robles winery (PD 02-002).

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the City Council accept the 20-foot wide Easement Grant Deed for a waterline easement received from Vina Robles, Inc., Arthur Monahan and Robert Hall and authorize its execution and recordation.

ADOPTED by the City Council of the City of El Paso de Robles at a regular meeting of said Council held on the 4th day of March, 2008 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Frank R. Mecham, Mayor

ATTEST:

Deborah D. Robinson, Deputy City Clerk

RESOLUTION NO. 08-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
ACCEPTING AN EASEMENT GRANT DEED FOR
A WATERLINE EASEMENT (VINA ROBLES)
(PD 02-002)

WHEREAS, the City has received a 20-foot wide Easement Grant Deed from Vina Robles, Inc. for a waterline easement located across their property on Mill Road; and

WHEREAS, the easement will allow for the construction and maintenance of a City water main needed to serve the Vina Robles winery (PD 02-002).

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the City Council accept the 20-foot wide Easement Grant Deed for a waterline easement received from Vina Robles, Inc. and authorize its execution and recordation.

ADOPTED by the City Council of the City of El Paso de Robles at a regular meeting of said Council held on the 4th day of March, 2008 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Frank R. Mecham, Mayor

ATTEST:

Deborah D. Robinson, Deputy City Clerk