



Council Agenda Report

From: John Falkenstien, City Engineer

Subject: Acceptance of Final Map of Tract 3097, River Oaks II, Phase I Bulk Parcels for Master Plan Phasing (800 Clubhouse Drive; Estrella Associates) for Recordation, Approval of Agreements for Impact Fee Credits, Well and Water Line Easements, and Corrective Deeds associated with easements on adjacent City property

Date: December 6, 2016

Facts:

1. Applicant, Dick Willhoit, representing River Oaks II, LLC, has requested that the Final Map for Tract 3097 be accepted by the City for recordation. The map is comprised of a six-lot bulk lot map for a residential master planned community located at the north end of Clubhouse Drive and extending east to Buena Vista Drive.
2. The map provides for the dedication to the City of a 19.5-acre lot along the Salinas River for parks and open space, which is consistent with the Master Plan of Development for River Oaks II.
3. The dedication of the open space lot requires the City and the applicant to enter into an Agreement (See Attachment 3) regarding the terms of reimbursement to the applicant in the form of credit against Parks and Recreation impact fees assessed on residential homes developed in River Oaks II (See Attachment 3).
4. In order to irrigate certain open space areas in River Oaks II, the applicant will need an easement over the land dedicated to the City and an easement over adjacent City property for the construction of new water lines. An agreement for this easement is included in the recording package for the final map for Tract 3097 (See Attachment 4).
5. Existing easement documents relating to wells located on an adjacent City property to be used for irrigating open space areas in River Oaks II need to be corrected with minor adjustments to legal descriptions (See Attachment 5).

Options

1. Take action to approve the following:
 - a) Accept the Final Map for Tract 3097, and
 - b) Approve agreements for park impact fee credits relating to the dedication of Lot 5 to the City for parks and open space, and
 - c) Approve agreements for water wells and water lines for irrigating open space areas in River Oaks II, and
 - d) Approve agreements for correcting historical deeds associated with easements on adjacent City property.
2. Refer back to staff for additional analysis.

Analysis & Conclusion

Tract 3097 was tentatively approved by the Planning Commission on September 27, 2016. Dedication to the City of Lot 5 was a condition of approval of recordation of the Final Map. The Planning Commission action also required that an agreement between the City and the applicant be executed to provide a credit against Parks and Recreation fees assessed on homes developed in River Oaks II in consideration of the property dedication. An agreement has been developed by the City Attorney, satisfactory to the applicant, and attached to this report.

Water lines will transverse Lot 5 and adjacent City property that are needed to irrigate open space areas in River Oaks II. An easement agreement has been developed by the City Attorney, satisfactory to the applicant and attached to this report.

There are historical easements that surround the wells on adjacent City property that deliver the water to irrigate the open space areas in River Oaks II. Corrective deeds are needed to make minor adjustments to the legal descriptions in these easements. An easement agreement has been developed by the City Attorney, satisfactory to the applicant and attached to this report.

All other conditions of approval imposed by the Planning Commission have been satisfied.

Fiscal Impact:

In accordance with the Master Plan of River Oaks II, further subdivisions of Tract 3097 will be presented to the Planning Commission for consideration. These residential subdivisions will be subject to a future annexation to a Community Facilities District for the purposes of maintaining fiscal neutrality.

Recommendations

1. Approve draft Resolution A accepting the recordation of Tract 3097, a six-lot subdivision located north of Clubhouse Drive and west of Buena Vista Drive and accepting the offer of dedication of Lot 5 for parks and open space.
2. Approve draft Resolution B authorizing the City Manager to enter into a Dedication and Park Impact Fee Credit Agreement.
3. Approve draft Resolution C authorizing the City Manager to enter into a Well, Water Line and Access Easement Agreement.
4. Approve draft Resolution D authorizing the City Manager to enter into a First Amendment to Corrective Deed and Agreement Regarding Offer to Dedicate

Attachments

1. Location Map
2. Draft Resolution A - Final Map Acceptance
3. Draft Resolution B - Dedication and Park Impact Fee Credit Agreement
4. Draft Resolution C - Well, Water Line and Access Easement Agreement
5. Draft Resolution D - First Amendment to Corrective Deed and Agreement Regarding Offer to Dedicate

Attachment 1

Location Map



Project Site
River Oaks Phase 2

Attachment 2

Resolution A

RESOLUTION NO. 16-XXX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO
DE ROBLES ACCEPTING THE FINAL MAP FOR TRACT 3097 FOR RECORDATION
(RIVER OAKS II / ESTELLA ASSOCIATES)**

WHEREAS, the Planning Commission approved the Tentative Map for Tract 3097, located at 800 Clubhouse Drive, on September 27, 2016; and

WHEREAS, the subdivider of Tentative Tract 3097, located at the north end of Clubhouse Drive and west of Buena Vista Drive has requested recordation of the final map; and

WHEREAS, the Tract 3097 allows for the creation of six (6) “bulk” lots over 131.3 acres to facilitate the phasing of the approved Master Development Plan; and

WHEREAS, all conditions of approval for this subdivision have been satisfied by the subdivider; and

WHEREAS, City staff has reviewed the final map and finds it to be in substantial conformance with the approved tentative map and technically correct.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. All of the above recitals are true and correct and incorporated herein by reference.

Section 2. The City Council hereby approves the final map for Tract 3097 and authorizes the execution and recordation of the final map consistent with Exhibit A.

Section 3. The City Council accepts the offer of dedication for Lot 5 as shown on the final map.

APPROVED this 6th day of December, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Steven W. Martin, Mayor

Kristen L. Buxkemper, Deputy City Clerk

Exhibit A – Final Map Tract 3097

PARCEL 2
MAP COAL 97-0088
52/PM/92

PARCEL 2
CERTIFICATE OF COMPLIANCE
LLA PRAL 10-0050
DOC. 2010049557

PARCEL 3
CERTIFICATE OF COMPLIANCE
LLA PRAL 10-0050
DOC. 2010049558

PARCEL B
DOC. 2010065023

LOT 1
18.78 ACRES
818268 SQFT

LOT 2
13.69 ACRES
596452 SQFT

LOT 3
23.21 ACRES
1010902 SQFT

LOT 4
48.88 ACRES
2129194 SQFT

LOT 5
19.46 ACRES
847557 SQFT

LOT 6
7.31 ACRES
318230 SQFT

PUBLIC PARK
TRACT 2457-1
22/MB/21-25

TRACT 2457-2
24/MB/90-93

TRACT 2457-1
22/MB/21-25

TRACT 2376
19/MB/72

TRACT 2457-1
19/MB/72

WEDGWOOD DR.

COTTAGE LN.

COTTAGE LN.

COTTAGE LN.

BUENA VISTA DR.

DOC. 2007-080043

1282/OR/589

DOC. 2006-77844

ROBE CT.

ALAMEDA DR.

CLUBHOUSE DR.

WATERFORD CT.

WATERFORD CT.

LENOX CT.

Salinas River

North River Road

Circle 8 RD.

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CC Agenda

Attachment 3

Resolution B

RESOLUTION NO. 16-XXX

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL PASO DE ROBLES APPROVING AND AUTHORIZING
EXECUTION OF A DEDICATION AND PARK IMPACT FEE CREDIT AGREEMENT
(RIVER OAKS II / ESTELLA ASSOCIATES)**

WHEREAS, at its meeting of June 21, 2016, the City Council approved a Master Development Plan allowing for the development of River Oaks II, a 271-lot residential community located north of Clubhouse Drive and west of Buena Vista Drive; and

WHEREAS, as a condition of approval of the Master Development Plan, the property between N. River Road and the Salinas River is required to be dedicated to the City with a corresponding credit against the parks and recreation development impact fees that would otherwise be required to be paid for the 271 homes in the Plan; and

WHEREAS, at its meeting of September 27, 2016, the Planning Commission approved Tentative Tract 3097, a six-lot framework for future subdivisions that will comprise River Oaks II; and

WHEREAS, as a first step towards the development of River Oaks II, the developer has requested the City Council accept the recordation of Tract 3097; and

WHEREAS, as a condition of approval of Tract 3097, Lot 5 will be dedicated to the City for Parks and Open Space; and

WHEREAS, in accordance with Master Development Plan conditions, the City Attorney has drafted, and River Oaks II LLC has endorsed, a Dedication and Park Impact Fee Credit Agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. All of the above recitals are true and correct and incorporated herein by reference.

Section 2. The City Council hereby approves the Dedication and Park Impact Fee Credit Agreement in substantially the form attached hereto as Exhibit "A", and incorporated herein by reference, and authorizes the City Manager to execute the Agreement, subject to any minor, technical, or non-substantive changes as approved by the City Manager and the City Attorney.

APPROVED this 6th day of December, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven W. Martin, Mayor

ATTEST:

Kristen L. Buxkemper, Deputy City Clerk

Exhibit A – Park Dedication and Park Impact Fee Credit Agreement

Exhibit A (Resolution B)

DEDICATION AND PARK IMPACT FEE CREDIT AGREEMENT

This Dedication and Park Impact Fee Credit Agreement (“Agreement”) is entered into on this ____ day of _____, 2016, between the City of El Paso de Robles, California a municipal corporation (“City”), and River Oaks II, LLC, a Delaware limited liability company (“Developer”). The City and Developer are sometimes referred to in this Agreement, individually, as a “Party” or collectively as the “Parties.” The Parties enter into this Agreement with reference to the following facts (each, a “Recital”):

RECITALS

WHEREAS, the Developer, through its manager, Estrella Associates II, LLC, a Delaware limited liability company, proposed the development of a project known as “River Oaks II Expansion (the “Project”) on approximately 130 acres owned by Developer located within the City of El Paso de Robles (the “Property”), as depicted on the “Map of the Property,” attached hereto as Exhibit A; and

WHEREAS, the City Council approved a Mitigated Negative Declaration, General Plan Amendment 13-002; Specific Plan Amendment 13-001, Master Development Plan, and Rezoning 13-001 in connection with the Project; and

WHEREAS, Condition No. 2 of the Conditions of Approval for the Project, as stated in City Council Resolution 16-084, requires the Developer, in accordance with the Recreation Element of the City’s General Plan, to dedicate certain property to the City concurrently with recordation of the first final map, in exchange for which Developer shall receive a credit in the full amount of the development impact fee for Parks and Recreation imposed by the City for each single-family unit developed as part of the Project, up to a maximum of 271 single-family units; and

WHEREAS, Section 22.04.090 of the City of El Paso de Robles Municipal Code allows the City to require the dedication of property or in-lieu fee payments for park and recreation purposes as a condition of approval of a final or parcel map; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions of the dedication of property by Developer to City and the development impact fee credit to be given to Developer.

TERMS

NOW, THEREFORE, in furtherance of the Recitals set forth above, the City and the Developer agree that:

1. Incorporation of Recitals. The City and Developer agree that the above recitals are true and correct and are hereby incorporated herein by reference.
2. Conveyance of Donated Property. Concurrently with the recordation of the first final map for the Project, Developer shall execute an Irrevocable Offer of Dedication, in the form

Exhibit A (Resolution B)

attached hereto as Exhibit B and incorporated herein by reference, of approximately 19.45 acres, (the “Dedicated Property”), as more particularly described in Exhibit C, the Legal Description of the Dedicated Property, which is incorporated herein by reference.

3. Park Impact Fee Credit. In exchange for, and subject to, the Developer’s execution of the Irrevocable Offer of Dedication for the Dedicated Property, the City hereby agrees that Developer shall be entitled to receive credits against the payment of the City’s Parks and Recreation Development Impact Fee (the “Parks Fee”) as follows:

(a) Upon issuance by City of a building permit for the construction of a single-family residential building located within the Project, Developer shall receive a credit in the amount of 100% of the Parks Fee otherwise required to be paid for such single-family residential unit (the “Fee Credit”).

(b) Developer may receive Fee Credit for a maximum of 271 single-family residential units in the Project. Developer shall not be entitled to receive any Fee Credit other than as specified in this Agreement.

4. Assignment. Developer’s right to any Fee Credit provided herein is assignable, in whole or in part, by Developer to another entity constructing residential single-family units as part of the Project. In no event shall any Fee Credit apply toward any other development impact fee or to any other building construction other than single-family residential units within the Project.

(a) In connection with any such assignment pursuant to the authority of this Section 4, Developer shall provide the City with a written assignment agreement that irrevocably assigns Developer’s right, in whole or in part, to the Fee Credit(s) provided hereunder to another entity. Such written assignment agreement shall clearly identify the assignee, the number of single-family units for which the Fee Credit is being assigned, and the location of the single-family unit(s) for which the Fee Credit(s) are being assigned. The City shall be entitled to unconditionally rely on such written notice of assignment in connection with the award of any Fee Credit(s). Upon Developer’s request, the City agrees to confirm to any such assignee the availability to such assignee of the Fee Credit(s).

5. Waiver. The City’s and/or Developer’s failure to insist on performance of any of the terms or conditions of this Agreement or to exercise any right, remedy or privilege, or City’s and/or Developer’s waiver of any breach hereunder, shall not thereafter be deemed a subsequent waiver of any other terms, conditions, or rights, remedies or privileges, whether of the same or similar type. No party will be deemed to have waived any rights under this Agreement unless the waiver is made in writing and signed by the waiving party’s duly authorized representative. All rights and remedies provided under this Agreement are cumulative.

6. Cooperation. The Parties agree to cooperate with each other in furthering the purposes of this Agreement. The Parties hereby agree to take such other actions and execute such other reasonable documents as are consistent with this Agreement and as are reasonably necessary to effectuate this Agreement; provided, however, that the foregoing shall not require the City to take any legislative act or exercise its discretion in any particular manner.

Exhibit A (Resolution B)

7. Entire Agreement, Integration, Amendments. This Agreement constitutes a single, integrated contract expressing the entire agreement between the Parties relative to the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Party hereto, except as specifically set forth in this Agreement. All prior discussions, negotiations and understandings have been and are merged and integrated into, and are superseded by, this Agreement. No changes, modifications, alternation or variation of the terms of this Agreement shall be valid unless made in writing and signed by all the Parties.

8. Attorney's Fees. In the event that any action or proceeding is commenced between the City and Developer concerning any term of this Agreement, the prevailing Party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other Party the prevailing Party's costs of suit and reasonable attorney's fees. The prevailing Party shall be as determined by the court in accordance with Code of Civil Procedure section 1032. The attorney's costs and expert fees recoverable pursuant to this Section 7 include, without limitation, attorney's costs and expert fees incurred on appeal and those incurred in enforcing any judgment rendered. Attorney's costs and fees may be recovered as an element of costs in the underlying action or proceeding or in a separate recovery action.

9. Jurisdiction and Venue. This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of San Luis Obispo, State of California.

10. Rules of Construction. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against, either the City or Developer. Section headings in this Agreement are for convenience only and are not to be considered as part of this Agreement or in any way limiting or amplifying the provisions hereof. All provisions and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identification of the person or persons, firm or firms, corporation or corporations may require. This Agreement is the product of mutual negotiation and drafting efforts. Accordingly, the judicial rule of construction that ambiguities in a document are to be construed against the drafter of that document including, but not limited to, California Civil Code section 1654, shall have no application to the interpretation or enforcement of this Agreement. The above Recitals and all Exhibits are incorporated into this Agreement.

11. Binding on Successors. The City and Developer, its successors in interest and assigns shall be bound by all of the provisions contained in this Agreement, and all of the Parties shall be liable hereunder.

12. Notices. All notices, demands or other communications (collectively, "Notices") required or allowed by this Agreement shall be in writing and shall be considered given: (i) when delivered in person to the recipient named below, or (ii) three (3) business days after deposit in the United States mail, postage prepaid, addressed to the recipient named below; or (iii) on the date of delivery by facsimile transmission to the recipient named below. All Notices shall be addressed as follows:

Exhibit A (Resolution B)

To City:

City of Paso Robles
1000 Spring Street
Paso Robles, CA 93446
Attention: City Manager

With a copy to:

Iris P. Yang
Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814

To Developer:

Dick Willhoit
Estrella Associates II, LLC
P.O. Box 4280
Paso Robles, CA 93447-4280

With a copy to:

Joseph W. Diehl, Jr.
Diehl & Rodewald
1043 Pacific Street
San Luis Obispo, CA 93401

13. Severability. The provisions of this Agreement are specifically made severable. If any clause, provision, rights and/or remedy provided for herein is unlawful or unenforceable, the remainder of this Agreement shall remain in effect and be enforced as if such clause, provision, right and/or remedy were not contained herein, except that in no event shall Developer receive any Fee Credits unless and until it has irrevocably offered to dedicate the Dedicated Property to the City.

14. Execution/Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all such counterparts together shall constitute the entire Agreement of the parties hereto.

[signatures on following page]

Exhibit A (Resolution B)

SIGNATURE PAGE TO

DEDICATION AND PARK IMPACT FEE CREDIT AGREEMENT

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly-authorized officers on the date and year set forth below.

CITY OF EL PASO DE ROBLES

DATE: _____

By: _____
Steven Martin, Mayor
El Paso de Robles City Council

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Iris P. Yang, City Attorney

RIVER OAKS II, LLC,
a Delaware limited liability company

DATE: 11/18/2016

Estrella Associates II, LLC, a Delaware
limited liability company, its manager

By:  _____
Richard J. Willhoit, its manager

Exhibit A (Resolution B)



Exhibit A (Resolution B)

EXHIBIT B

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of El Paso de Robles
Attn: Dick McKinley, Public Works Director
1000 Spring Street
Paso Robles, California 93446

Exempt from recording fee pursuant to Gov't Code § 27383
Exempt from documentary transfer tax pursuant to Rev. & Tax. Code § 11922

IRREVOCABLE OFFER OF DEDICATION

This IRREVOCABLE OFFER OF DEDICATION (“**IOD**”) dated _____, 2016 (“**Effective Date**”), is made and entered into by and between RIVER OAKS II, LLC, a Delaware limited liability company (“**Offeror**”) and the CITY OF EL PASO DE ROBLES, a municipal corporation (“**City**”) with reference to the following:

RECITALS

A. California Government Code section 7050 provides that, with the consent of the City, an irrevocable offer of dedication may be granted for any public purpose, and that the dedication may be made by instrument executed, acknowledged and recorded in the same manner as a conveyance of real property.

B. Offeror is the legal owner of the fee estate in that certain real property located in the City of Paso Robles, State of California, as more particularly described in Exhibit 1 attached to this IOD and made a part of this IOD (“**Property**”).

C. Pursuant to the terms and conditions of this IOD, Offeror now desires to make and record this IOD for the irrevocable dedication of fee title to the Property to City, subject to the reservations set forth in this Agreement.

NOW, THEREFORE, in consideration of the above Recitals, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Offeror hereby irrevocably offers fee title to the Property for dedication to City in accordance with Government Code Section 7050, subject to the following conditions:

1. **Irrevocable Offer of Dedication.** This offer to dedicate fee title, subject to the reservations set forth in Section 2., below, to the Property to City is irrevocable and shall be binding on Offeror, its successors and assigns, and shall continue in effect until City accepts or terminates this IOD in accordance with the provisions of Section 3.

2. **Conditions of Title; Reservation of Easement.** Except as specified in the following sentence, Offeror warrants that there are no oral or written leases, contracts, agreements,

Exhibit A (Resolution B)

easements or liens on all or any portion of the Property. Offeror reserves the existing water line easement on the Property in substantially the location indicated on Exhibit 2 in Lot 5, and the right to access the Property to repair, maintain, replace, or improve the waterlines within the waterline easement as may be reasonably necessary for the use of the waterlines, subject to the conditions set forth in Condition 15 of the Project Conditions of Approval, which provides as follows:

“When recycled water becomes available, the applicant shall connect all irrigated lands to the City recycled water system and utilize recycled water as an irrigation supply. Per City Ordinance No. 1021 N.S., the City’s Public Works Director will allow the existing well(s) to remain in service to meet demands suitable for the landscape and irrigation of the continuous and long-term maintenance of all areas to be irrigated. The applicant and/or its successors shall have the right to blend its existing river underflow well water with reclaimed water as necessary to meet its desired project water quality goals subject to a minimum percentage of 25% recycled water with a target of 50% recycled water. Connection to the City recycled water system shall be subject to the cost parameters pursuant to the terms and conditions set forth in Section 4 (4.1) of the ‘Corrective Deeds and Agreement re Offer to Dedicate’ dated 5/28/2003 and recorded as Doc. 2003056981. Concurrently, the applicant will void the quality parameters pursuant to the terms and conditions set forth in Section 4 (4.2 & 4.3) of the ‘Corrective Deeds and Agreement Re Offer to Dedicate’ dated 5/28/2003 and recorded as Doc. 2003056981.

Notwithstanding the foregoing, the City will comply with the minimum standards for disinfected tertiary recycled water, as stated in Title 22 of the California Code of Regulations.”

City further agrees that City’s use of the Property, if any, shall not unreasonably interfere with such reserved easement. Offeror agrees to hold City harmless and reimburse City for any and all of its losses and expenses, including attorney’s fees, occasioned by reason of any undisclosed leases, easements, or liens on the Property.

3. **Time and Manner of Acceptance.**

(a) *City Acceptance.* The offer of dedication of the Property contained in this IOD may be accepted in any manner the City so chooses, in compliance with state and local laws. Such acceptance may be, but is not limited to, acceptance by a person designated by City or through adoption of Resolution of the City Council of City. Any purported acceptance of the offer of dedication of the Property contained in this IOD by or on behalf of City other than the manner the City so chooses shall be null and void and of no force or effect.

(b) *Duration and Termination.* In accordance with Government Code Section 7050, the offer of dedication of the Property contained in this IOD shall remain in effect until accepted by City or terminated in accordance with the provisions of this IOD. This IOD may not be terminated or the right to accept the offer of dedication of the Property contained in this IOD abandoned, except by Resolution of the City Council of City in the same manner as prescribed

Exhibit A (Resolution B)

for vacation of streets or highways by Part 3 (commencing with Section 8300) of Division 9 of the Streets and Highways Code.

(c) *Delivery of Acceptance.* Upon acceptance of the offer of dedication of the Property contained in this IOD, City shall notify the Offeror in accordance with Section 5 of this IOD.

4. **Use of Property Prior to Acceptance of Offer.**

(a) *No City Liability.* City shall incur no liability with respect to this IOD and shall not assume or incur any responsibility or liability for the Property or any improvements to the Property, until acceptance of the offer of dedication of the Property contained in this IOD.

(b) *Offeror Agreements Regarding Use of Property.* Before City's lawful acceptance of the offer of dedication of the Property contained in this IOD, Offeror agrees that Offeror will not use the Property in any way that will interfere with the future use of the Property by City, including through construction of improvements in, under or upon the Property.

5. **Notices.** Any notices that either Offeror or City is required or may desire to give to the other regarding this IOD must be in writing and delivered to the address of the recipient as set forth below in this Section either by: (a) personal service; (b) delivery by a reputable delivery service, such as but not limited to, Federal Express, that provides a written record of the date and time of delivery; or (c) mailing through the United States Postal Service, certified mail, postage prepaid, return receipt requested. City or Offeror may designate any other address for delivery of notices regarding this IOD by written notice in accordance with this Section. As of the date of this IOD the notice addresses for City and Offeror are as follows:

Exhibit A (Resolution B)

To City:

City of Paso Robles
1000 Spring Street
Paso Robles, CA 93446
Attention: City Manager

With a copy to:

Iris P. Yang
Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814

To Offeror:

Dick Willhoit
River Oaks II, LLC
P. O. Box 4280
Paso Robles, CA 93447-4280

With a copy to:

Joseph W. Diehl, Jr.
Diehl & Rodewald
1042 Pacific Street
San Luis Obispo, CA 93401

6. **Offer Runs with Land.** The provisions of this IOD shall run with the land of the Property and inure to the benefit of and be binding upon Offeror and all other current or future owners of the Property and their heirs, successors or assigns, and any other person claiming an interest in the Property through them.

7. **Waiver of Compensation.** Offeror hereby expressly and unconditionally waives any and all right to claim, demand or receive any further compensation for this IOD that Offeror may claim or be eligible to receive under the California Relocation Assistance Act (Government Code §7260, et seq.), Article 1, §19 of the California Constitution, the California Eminent Domain Law (Code of Civil Procedure §1230.010, et seq.), and/or the California Code of Regulations, Title 25, or any other applicable local, state or federal statute, ordinance, regulation, rule, or decisional law (collectively, “**Compensatory Laws**”), including, but not limited to, the fair market value of the Property, severance damages, loss of goodwill, loss of profits, relocation any benefits or assistance, claims for unreasonable pre-condemnation activities or inverse condemnation or any other compensation as a result of City’s acceptance of the offer of dedication of the Property contained in this IOD, as Offeror has received adequate and fair compensation for the making and giving of this IOD through the form of development fee credits. Furthermore, Offeror hereby expressly waives all claims against and releases City and its officials, officers, employees, representatives, successors and assigns, from any liability, responsibility or obligation to pay any further compensation to Offeror related to Offeror making this IOD or City’s acceptance of the offer of dedication of the Property contained in this IOD that Offeror may claim or be eligible to receive under or pursuant to the Compensatory Laws.

8. **Authority to Execute.** The person or persons executing this Offer on behalf of Offeror warrants and represents that he/she/they has/have the authority to execute this Offer on behalf of

Exhibit A (Resolution B)

his/her/their corporation, partnership, or business entity and warrants and represents that he/she/they has/have the authority to bind Offeror to the performance of its obligations hereunder.

IN WITNESS WHEREOF, Offeror has caused this IOD to be signed by its duly authorized representative(s), as of the date first set forth above.

OFFEROR:

River Oaks II, LLC,
a Delaware limited liability company

Estrella Associates II, LLC, a Delaware limited liability company,
Its Manager

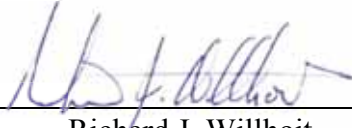
By: 
Name: Richard J. Willhoit
Its: Manager

Exhibit A (Resolution B)

**CITY OF EL PASO DE ROBLES
CERTIFICATE OF ACCEPTANCE FOR RECORDATION
OF
IRREVOCABLE OFFER OF DEDICATION OF REAL PROPERTY**

This is to certify the Irrevocable Offer of Dedication dated _____ 2016 from River Oaks II, a Delaware limited liability company, to the City of El Paso de Robles, a municipal corporation, is hereby accepted for recordation by the undersigned officers on behalf of the City of El Paso de Robles pursuant to authority granted by Resolution No. _____ of the Paso Robles City Council adopted on _____.

Date: _____

By: _____

Thomas Frutchey
City Manager

Exhibit A (Resolution B)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGEMENTS

State of California

County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
* * * * *

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGEMENTS

State of California

County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A (Resolution B)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGEMENTS

State of California

County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
* * * * *

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGEMENTS

State of California

County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A (Resolution B)

EXHIBIT 1 TO IRREVOCABLE OFFER OF DEDICATION

Legal Description of the Property

Lot 5 of Tract 3097 in the City of Paso robles, County of San Luis Obispo, State of California
filed in Book _____ of Maps at Pages _____ through _____, inclusive, in the Office of the
County Recorder, County of San Luis Obispo, State of California.

Exhibit A (Resolution B)

EXHIBIT 2 TO IRREVOCABLE OFFER OF DEDICATION

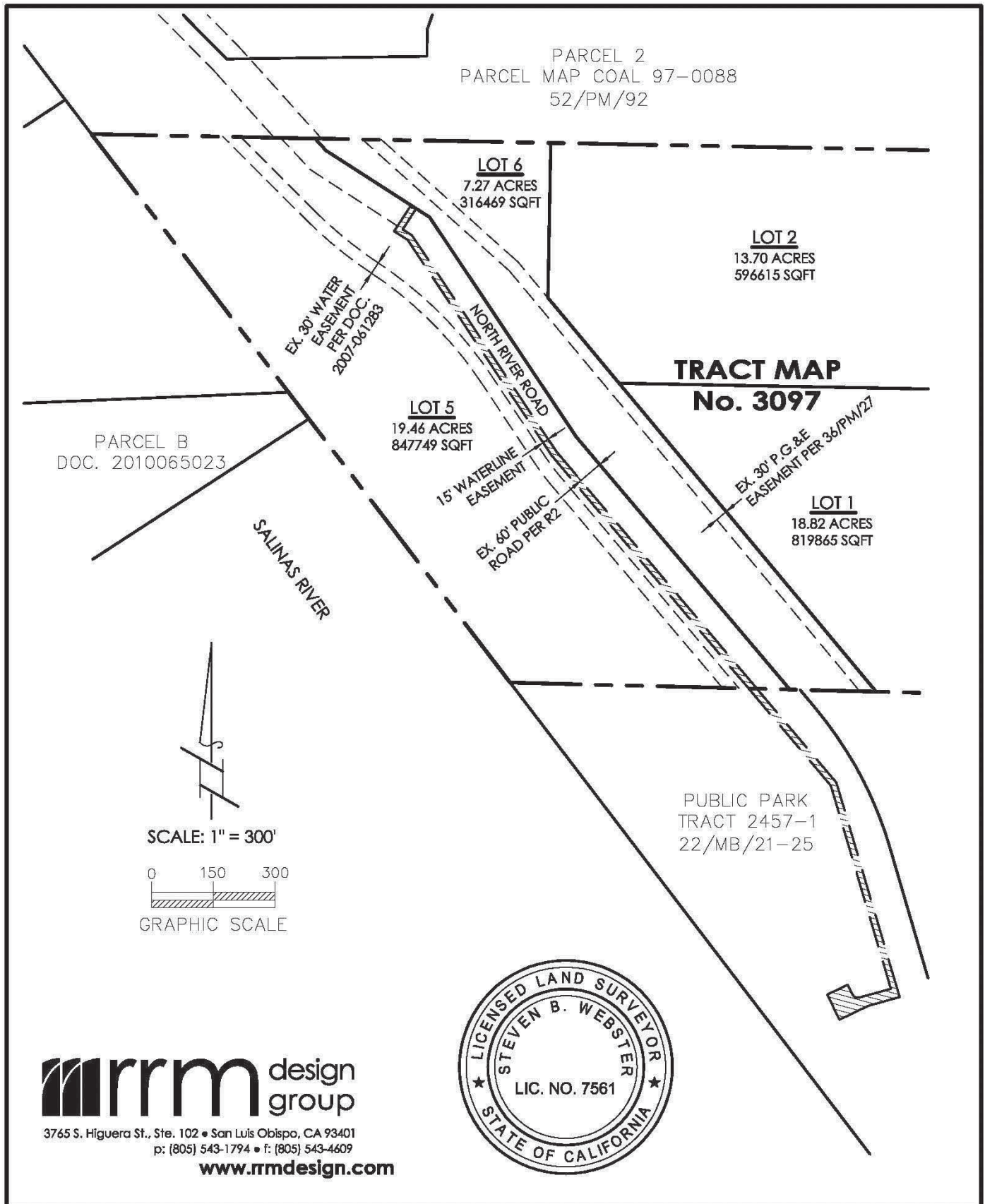


Exhibit A (Resolution B)

EXHIBIT C

LEGAL DESCRIPTION OF DEDICATED PROPERTY [TO BE INSERTED]

Lot 5 of Tract 3097 in the City of Paso robles, County of San Luis Obispo, State of California filed in Book _____ of Maps at Pages _____ through _____, inclusive, in the Office of the County Recorder, County of San Luis Obispo, State of California.

Attachment 4

Resolution C

RESOLUTION NO. 16-XXX

**RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EL PASO DE ROBLES APPROVING AND AUTHORIZING EXECUTION
OF A WELL, WATER LINE AND ACCESS EASEMENT AGREEMENT
(RIVER OAKS II / ESTRELLA ASSOCIATES)**

WHEREAS, at its meeting of June 21, 2016, the City Council approved a Master Development Plan allowing for the development of River Oaks II, a 271-lot residential community located north of Clubhouse Drive and west of Buena Vista Drive; and

WHEREAS, at its meeting of September 27, 2016, the Planning Commission approved Tentative Tract 3097, a six-lot framework for future subdivisions that will comprise River Oaks II; and

WHEREAS, as a first step towards the development of River Oaks II, the developer has requested the City Council accept the recordation of Tract 3097; and

WHEREAS, as a condition of approval of Tract 3097, Lot 5 will be dedicated to the City for Parks and Open Space; and

WHEREAS, in order to accommodate existing water lines that will irrigate open space areas in River Oaks II, easements will be necessary over Lot 5 and adjacent City property; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. All of the above recitals are true and correct and incorporated herein by reference.

Section 2. The City Council hereby approves the Agreement for Well, Water Line and Access Easement in substantially the form attached hereto as Exhibit "A", and incorporated herein by reference, and authorizes the City Manager to execute the Agreement, subject to any minor, technical, or non-substantive changes as approved by the City Manager and the City Attorney.

APPROVED this 6th day of December, 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Steven W. Martin, Mayor

ATTEST:

Kristen L. Buxkemper, Deputy City Clerk

Exhibit A – Well, Water Line and Access Easement

RECORDED BY AND
AND WHEN RECORDED
RETURN TO:

River Oaks II, LLC
P.O. Box 4280
Paso Robles, CA 93447-4280

Exhibit A (Resolution C)

WELL, WATER LINE & ACCESS EASEMENT

This Well, Water Line & Access Easement Agreement (“Easement”) is made and entered into this ____ day of October 2016 by and between the **City of El Paso de Robles, a California municipal corporation** (“City”) and **River Oaks II, LLC, a Delaware limited liability company** (“RO II”). The City and RO II are sometimes referred to in this Easement, individually, as a “party” or collectively as the “parties”. The parties enter into this Easement with reference to the following facts: (each, a “Recital”):

RECITALS

WHEREAS, the developer, through its manager Estrella Associates II, LLC, a Delaware limited liability company, has proposed a development of the project known as “River Oaks II Expansion” (the “Project”) on approximately 130 acres owned by RO II located within the City (the “RO II Property”) legally described in Exhibit A attached hereto;

WHEREAS, the City owns an adjacent parcel of land which was dedicated to it as a condition of approval for Tract 1895-1 for park purposes. The City’s property is legally described in Exhibit B (“City Parcel”);

WHEREAS, there are two (2) wells located on the City Parcel identified on the Water Line and Well Exhibit attached hereto as Exhibit C-1 and C-2 [Site Map] as “20’ DIA. WATER WELL EASEMENT PER 3345/OR/874” (“North Well”) and “20’ DIA. WATER WELL EASEMENT PER 2003-056981” (“South Well”);

WHEREAS, as a condition of approval of the Project, RO II has entered into a Dedication and Park Impact Fee Credit Agreement and Associated Irrevocable Offer of Dedication with the City, dated _____, 2016 in which RO II reserved certain pipeline and access rights related to the water pipeline located on and within Lot 5 and as shown on the Site Map;

WHEREAS, the pipeline will continue from Lot 5 to the City Parcel and the North Well which are the subject of this Easement;

WHEREAS, the easements described herein coincide with the locations of the pipeline and the existing North Well and pipeline improvements; and

WHEREAS, the easements set forth in this Easement are consistent with and shall not interfere with the intent to dedicate Lot 5 to the City and the park purposes in the City Parcel.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

1. City Grant of Appurtenant Water Easement to RO II. For valuable consideration, receipt of which is hereby acknowledged, City does hereby grant to RO II the following easements in, over and

Exhibit A (Resolution C)

across the City Parcel as legally described in the attached Exhibit B and depicted on the Water Line & Well Exhibit attached hereto as Exhibit C under the following terms and conditions:

1.1 Character of Easements. The easements granted in this Section 1 are in, over and across the City Parcel and are appurtenant to and for the benefit of the RO II Property described in the attached Exhibit A.

1.2 Description of Easements. The easements granted herein are for the following uses and purposes:

1.2.1 An easement for ingress and egress over and across the City Parcel on a roadway for access to and from the North Well and South Well.

1.2.2 An easement to use, operate, replace, repair, maintain, improve and pump water from the existing well for the benefit of the RO II Property legally described in the attached Exhibit C.

1.2.3 An easement to use, operate, replace, repair and maintain the existing underground water pipeline, from the North Well to the RO II Property.

1.3 Term. The easements granted in this Agreement shall be in perpetuity.

1.4 Nonexclusive Easement. The easements granted herein are nonexclusive except for the right to pump water from the North Well which is exclusive to RO II. City retains the right to make any use of the area subject to the easements that does not unreasonably interfere with RO II free use and enjoyment of the easements and its right to pump water from the well.

1.5 Maintenance of Easements. RO II shall repair and maintain the property subject to the easements herein in good condition, at RO II's sole cost and expense.

1.6 Successors and Assigns. This Agreement and the easements created hereunder shall be binding on and shall inure to the benefit and burden of the successors and assigns of RO II and City.

2. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Easement and the easements granted herein is brought by either party to this Easement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs, and expenses incurred in such action or proceeding by the prevailing party.

3. Amendment. Any amendment to this Easement shall be of no force or effect unless and until it is contained in a writing signed by both of the parties hereto.

4. Exhibits. All exhibits attached hereto are incorporated herein and made a part hereof as if set forth in full.

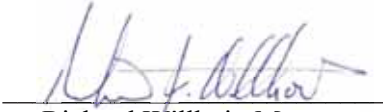
5. Entire Agreement. This Easement constitutes the entire agreement between the parties hereto relating the subject matter hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Easement are of no force and effect.

Exhibit A (Resolution C)

IN WITNESS WHEREOF, the parties hereto have executed this Easement effect the date first above written.

RIVER OAKS II, LLC, a
Delaware limited liability company

By: ESTRELLA ASSOCIATES, II, LLC,
a Delaware limited liability company
its Sole Member

By: 
Richard Willhoit, Manager

CITY OF PASO ROBLES,
a municipal corporation

By: _____
_____, Mayor

Exhibit A	Recital 1	Legal Description RO II Property
Exhibit B	Recital 2	Legal Description City Parcel
Exhibit C	Recital 3	Water Line & Well Exhibit

T:\Clients\Willhoit\River Oaks\Well, Water Line & Access Ease

Exhibit A **Exhibit A (Resolution C)**

Legal Description RO II Property

Lot 5 of Tract 3097 in the City of Paso Robles, County of San Luis Obispo, State of California filed in Book _____ of Maps at Pages _____ through _____, inclusive, in the Office of the County Recorder, County of San Luis Obispo, State of California.

Exhibit B **Exhibit A (Resolution C)**
Legal Description "City Parcel"

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

That portion of Parcel "B" of Parcel Map No. PRAL-90-259 as shown on the map filed in Book 51 of Parcel Maps at Page 51 within the City of Paso Robles, County of San Luis Obispo, State of California, as recorded in the Office of the County Recorder of said County, lying westerly of the following described line:

Beginning at a point on the northerly line of said Parcel "B", said point being S 89°57'33" E, a distance of 705.72 feet from the most westerly corner of said Parcel "B";

Thence S 41°18'41" E, a distance of 56.05 feet to a curve concave southwesterly having a radius of 950.00 feet;

Thence southeasterly and southerly along said curve through a central angle of 23°36'11", a distance of 391.35 feet;

Thence S 17°42'30" E, a distance of 941.59 feet to a curve concave westerly, having a radius of 850.00 feet;

Thence southerly along said curve through a central angle of 05°36'19", a distance of 83.16 feet;

Thence S 12°06'11" E, a distance of 267.48 feet to a curve concave northeasterly, having a radius of 950.00 feet;

Thence southerly and southeasterly along said curve through a central angle of 16°32'28", a distance of 274.26 feet;

Thence S 28°38'39" E, a distance of 70.63 feet to a curve concave southwesterly, having a radius of 850.00 feet;

Thence southeasterly and southerly along said curve through a central angle of 11°58'20", a distance of 177.61 feet;

Thence S 16°40'19" E, a distance of 308.33 feet to a curve concave northeasterly, having a radius of 1450.00 feet;

Thence Southerly and southeasterly along said curve through a central angle of 04°41'26", a distance of 118.71 feet;

Thence S 21°21'45" E, a distance of 281.91 feet to the southerly line of said Parcel "B".

APN: 025-541-001

Exhibit C **Exhibit A (Resolution C)**
Water Line & Well Exhibit

Exhibit A (Resolution C)

EXHIBIT C-1

Legal Descriptions

Water Well Easement

That portion of land in the City of Paso Robles, County of San Luis Obispo, State of California described in Resolution No. 98-88 accepting Irrevocable Perpetual Offer to Dedicate for public park purposes, recorded in Document No. 1998-034512 of Official Records in the Office of the County Recorder, County of San Luis Obispo, State of California, described as follows:

Commencing at the northeast corner of the land described in said Document No. 1998-034512; thence, Southerly along the easterly line of the land described in said Document No. 1998-034512, South 41°18'41" East, a distance of 56.05 feet to a curve to the right having a radius of 950.00 feet; thence,

Southerly along said curve through a central angle of 23°36'11", an arc distance of 391.35 feet; thence, South 17°42'30" East, a distance of 352.61 feet to the TRUE POINT OF BEGINNING;

thence, Leaving said easterly line, South 73°10'40" West, a distance of 159.97 feet; thence, South 62°46'10" West, a distance of 77.37 feet; thence, North 27°13'50" West, a distance of 67.99 feet; thence, North 62°46'10" West, a distance of 55.00 feet; thence,

South 27°13'50" East, a distance of 25.97 feet to a curve to the left having a radius of 15 feet; thence, Along said curve through a central angle of 79°35'30", an arc distance of 20.84 feet; thence,

North 73°10'40" East, a distance of 174.43 feet to said easterly line; thence,

Southerly along said easterly line, South 17°42'30" East, a distance of 25.00 feet to the TRUE POINT OF BEGINNING.

Excepting therefrom that portion lying easterly of the westerly line of the 60 foot wide public road (North River Road) as shown on Parcel Map No. PRAL-90-259 filed in Book 51 of Parcel Maps at Page 51 in the Office of the County Recorder, County of San Luis Obispo, State of California.

The parcel described contains 6,432 sq.ft. more or less and is graphically shown on Exhibit C-2.

Water Line Easement

A 15 foot wide strip of land in the City of Paso Robles, County of San Luis Obispo, State of California described in Resolution No. 98-88 accepting Irrevocable Perpetual Offer to Dedicate for public park purposes, recorded in Document No. 1998-034512 of Official Records in the Office of the County Recorder, County of San Luis Obispo, State of California, the easterly line of said strip of land being the westerly line of the 60 foot wide public road (North River Road) as shown on Parcel Map No. PRAL-90-259 filed in Book 51 of Parcel Maps at Page 51 in the Office of the County Recorder, County of San Luis Obispo, State of California.

The sidelines of said 15 foot wide strip of land to be extended or shortened to meet at angle points and to terminate at the north line of the land described in said Document No. 1998-034512 and the line described as "North 73°10'40" East, a distance of 174.43 feet" herein above in Water Well Easement.

The parcel described contains 12,287 sq.ft. more or less and is graphically shown on Exhibit C-2.



EXHIBIT C-2

POINT OF COMMENCEMENT
NORTHEAST CORNER OF THE LAND
DESCRIBED IN DOCUMENT NO. 1998-034512

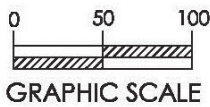


PUBLIC PARK
TRACT 2457-1
22/MB/21-25

TRACT 2457-2
24/MB/90-93

PROPOSED WATER
LINE EASEMENT

SCALE: 1" = 100'



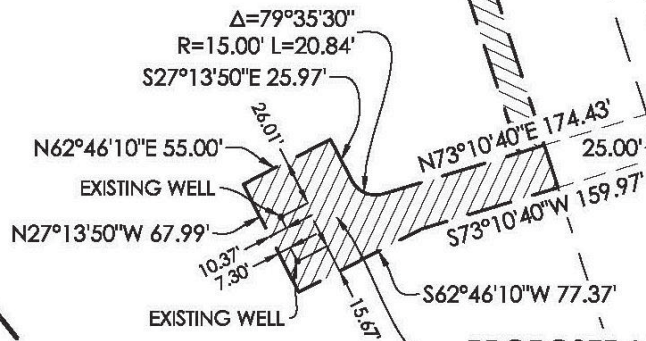
15' WATER LINE EASEMENT
EX. 60' PUBLIC ROAD PER 51/PM/51

NORTH RIVER RD.

DOCUMENT No. 1998-034512

SALINAS RIVER

TRUE POINT OF
BEGINNING



Attachment 5

Resolution D

RESOLUTION NO. 16-XXX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES
APPROVING AND AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO
CORRECTIVE DEED AND AGREEMENT REGARDING OFFER TO DEDICATE
(RIVER OAKS II / ESTRELLA ASSOCIATES)**

WHEREAS, at its meeting of June 21, 2016, the City Council approved a Master Development Plan allowing for the development of River Oaks II, a 271-lot residential community located north of Clubhouse Drive and west of Buena Vista Drive; and

WHEREAS, at its meeting of September 27, 2016, the Planning Commission approved Tentative Tract 3097, a six-lot frame work for future subdivisions that will comprise River Oaks II; and

WHEREAS, as a first step towards the development of River Oaks II, the developer has requested the City Council accept the recordation of Tract 3097; and

WHEREAS, as a condition of approval of Tract 3097, Lot 5 will be dedicated to the City for Parks and Open Space; and

WHEREAS, in order to accommodate water lines that will irrigate open space areas in River Oaks II, easements will be necessary over Lot 5 and adjacent City property; and

WHEREAS, wells on adjacent City property serving said water lines are noticed by historical easements referenced in recorded documents entitled "Corrective Deeds"; and

WHEREAS, River Oaks II LLC desires to amend the Corrective Deeds to more completely reflect the location of certain easemnets.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. All of the above recitals are true and correct and incorporated herein by reference.

Section 2. The City Council hereby approves the First Amendment to Corrective Deed and Agreement Regarding Offer to Dedicate in substantially the form attached hereto as Exhibit "A", and incorporated herein by reference, and authorizes the City Manager to execute the Agreement, subject to any minor, technical, or non-substantive changes as approved by the City Manager and the City Attorney.

APPROVED this 6th day of December, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven W. Martin, Mayor

ATTEST:

Kristen L. Buxkemper, Deputy City Clerk

Exhibit A - 1st Amendment to Corrective Deed and Agreement

Exhibit A (Resolution D)

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

Estrella Associates, Inc.
Attention: Richard J. Willhoit
P.O. Box 4280
Paso Robles, CA 93447

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**FIRST AMENDMENT TO
CORRECTIVE DEED AND AGREEMENT
RE OFFER TO DEDICATE**

This **First Amendment to Corrective Deed and Agreement re Offer to Dedicate** (the “First Amendment”) is entered into on this _____ day of _____, 2016 between the **City of El Paso de Robles**, a California municipal corporation (“City”) and **Estrella Associates, Inc.**, a California corporation (“Estrella”). The City and Estrella are sometimes referred to in this First Amendment, individually, as a “party” or collectively as the “parties”. The parties enter into this First Amendment with reference to the following facts:

RECITALS

WHEREAS, the City and Estrella’s predecessor in title, Oak Knoll Ranch LLC, a Washington limited liability company (“OKR”) previously entered into a certain Corrective Deed and Agreement Re Offer to Dedicate (“Corrective Deed Agreement”) dated May 28, 2003 and recorded as Document No. 2003056981 in the Official Records of San Luis Obispo County;

WHEREAS, a waterline and well easement was established in the Corrective Deed Agreement in favor of OKR as described in the Corrective Deed Agreement;

WHEREAS, the parties wish to amend the legal description of the easement area around the well so that it conforms with the location of an easement pursuant to a certain Well, Water Line and Access Easement by and between the City and River Oaks II, LLC, a Delaware limited liability company affiliated with Estrella and recorded concurrently herewith.

NOW, THEREFORE, in consideration of the above mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

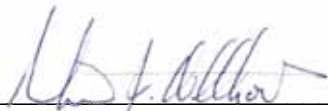
1. Substitution of Exhibits “C” and “D” – Legal Description and Plat. The legal description attached hereto as Exhibit “A”, shall be substituted in the place and stead of the legal description attached as Exhibit “C” to the Corrective Deed Agreement and the Plat attached hereto as Exhibit “B” shall be substituted in the place and stead of the Plat attached as Exhibit “D” to the Corrective Deed Agreement and the same shall hereinafter, establish the location of the waterline and well easements described in the Corrective Deed Agreement.

Exhibit A (Resolution D)

2. In all other respects, the rights, duties and obligations of the parties as set forth in the Corrective Deed Agreement are hereby confirmed, unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment effective on the date first written above.

ESTRELLA ASSOCIATES, INC.,
a California corporation

By: 
Richard Willhoit, President

CITY OF PASO ROBLES DE ROBLES,
a California municipal corporation

By: _____
_____, Mayor

Exhibit “A” Legal Description
Exhibit “B” Map

Exhibit A (Resolution D)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On _____, 2016, before me _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signature on the instrument, the persons or the entity upon behalf of which the persons 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 _____

Exhibit A (Resolution D)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On _____, 2016, before me _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signature on the instrument, the persons or the entity upon behalf of which the persons 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 _____

Exhibit A (Resolution D)

EXHIBIT A Legal Descriptions

Water Line & Well Easement

That portion of land in the City of Paso Robles, County of San Luis Obispo, State of California described in Resolution No. 98-88 accepting Irrevocable Perpetual Offer to Dedicate for public park purposes, recorded in Document No. 1998-034512 of Official Records in the Office of the County Recorder, County of San Luis Obispo, State of California, described as follows:

Commencing at the northeast corner of the land described in said Document No. 1998-034512; thence, Southerly along the easterly line of the land described in said Document No. 1998-034512, South 41°18'41" East, a distance of 56.05 feet to a curve to the right having a radius of 950.00 feet; thence, Southerly along said curve through a central angle of 23°36'11", an arc distance of 391.35 feet; thence, South 17°42'30" East, a distance of 352.61 feet to the TRUE POINT OF BEGINNING; thence, Leaving said easterly line, South 73°10'40" West, a distance of 159.97 feet; thence, South 62°46'10" West, a distance of 77.37 feet; thence, North 27°13'50" West, a distance of 67.99 feet; thence, North 62°46'10" West, a distance of 55.00 feet; thence, South 27°13'50" East, a distance of 25.97 feet to a curve to the left having a radius of 15 feet; thence, Along said curve through a central angle of 79°35'30", an arc distance of 20.84 feet; thence, North 73°10'40" East, a distance of 174.43 feet to said easterly line; thence, Southerly along said easterly line, South 17°42'30" East, a distance of 25.00 feet to the TRUE POINT OF BEGINNING.

The parcel described contains 8,437 sq.ft. more or less and is graphically shown on Exhibit B.



Exhibit A (Resolution D)

EXHIBIT "B" Map

