



Council Agenda Report

From: John Falkenstien, City Engineer

Subject: Approve an Agreement for Acquisition of sewer easement from the Jordan Family Trust located on Park Street between 20th and 21st Streets.

Date: April 4, 2017

Facts

1. Prior to the reconstruction of 21st Street, the City abandoned the 1923 clay sewer line and reconstructed a new sewer line in 21st Street. Every attempt was made to locate all connections to the old line.
2. In September 2016, it was determined that the church located at 745 Park Street had been tied to an old sewer line in Park Street that had been disconnected from 21st Street.
3. In response to this finding, staff requested the City Attorney prepare an agreement and easement documents concerning property owned by the Jordan Family Trust for the purposes of extending a sewer line from 745 Park Street to an operating sewer line in the alley west of Park Street between 20th and 21st Streets.
4. On February 24, 2017, Mr. Randall Jordan, representative of the Jordan Family Trust, returned the executed agreement and easement documents to the City Engineer.
5. Recordation of the easement documents will allow the City to proceed with construction of a sewer line from 745 Park Street to an active public sewer main in the alley west of Park Street.

Options

1. Take no action.
2. Approve an agreement to acquire a sewer easement, accept the easement for sewer purposes, and approve temporary construction easement provided by the Jordan Family Trust.
3. Refer back to staff to consider alternative plans for providing sewer service to 745 Park Street.

Analysis & Conclusion

In September of 2016, it was determined that the Church at 745 Park Street was connected to an old sewer line in Park Street that had been disconnected from an abandoned sewer line in 21st Street. In order to restore service to 745 Park Street, a new sewer line was needed across private property on Park Street to gain access to an active sewer line in the alley west of Park Street.

Easement rights are needed prior to construction. The City Attorney has prepared an agreement and easement documents satisfactory to the property owner, Jordan Family Trust. The agreement provides that the Jordan Family Trust receive credit for two multi-family sewer capacity charges to run with the land until it is developed.

The Jordan family is in the business of residential construction and it is the desire of the City that this agreement will encourage and/or hasten development of the property, as this area could benefit from economic investment.

Fiscal Impact

As compensation for sewer easement rights, the Jordan Family Trust will receive credit for two multi-family unit sewer capacity charges associated with the property known as Assessor Parcel No. 008-226-008.

Recommendation

Option 2: Approve Resolution 17-XXX approving an agreement with the Jordan Family Trust for acquisition of permanent sewer easement and accepting sewer and temporary construction easements.

Attachments

1. Location Map
2. Resolution 17-XXX
3. Exhibit A Agreement
4. Exhibit B Sewer Easement
5. Exhibit C Temporary Construction Easement

Attachment 1

Location Map



Project Site
APN 008-266-008

RESOLUTION 17-xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EL PASO DE ROBLES APPROVING AN AGREEMENT FOR ACQUISITION OF
PERMANENT SEWER EASEMENT, AND
ACCEPTING EASEMENTS FOR A SEWER LINE AND TEMPORARY CONSTRUCTION

WHEREAS, prior to reconstruction of 21st Street, the City abandoned the 1923 clay sewer line and constructed a new sewer line in 21st Street. Every attempt was made to locate all connections to the old line and appropriately reconnect them; and

WHEREAS, in September of 2016, it was determined that the church located at 745 Park Street was connected to an old sewer line in Park Street that had been disconnected from the old sewer line in 21st Street; and

WHEREAS, the City Attorney has prepared an agreement and easement documents satisfactory to the owner of the property on Park Street, Jordan Family Trust, which will allow construction of a sewer line from 745 Park Street to an active sewer line in the alley west of Park Street; and

WHEREAS, Randall Jordan, representative of the Jordan Family Trust, has returned the executed agreement and easement documents; and

WHEREAS, recordation of the sewer easement attached hereto as Exhibit "B" and temporary construction easement attached hereto as Exhibit "C" will allow the City to construct a sewer line from 745 Park Street to an active sewer line in the alley west of Park Street.

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 Purchase and Sale of Permanent Sewer Easement and Temporary Construction 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.

Section 3. The City Council hereby accepts the sewer easement, attached hereto as Exhibit "B" and authorizes its recordation.

Section 4. The City Council hereby accepts the temporary construction easement, attached hereto as Exhibit "C" and authorizes its recordation.

APPROVED this 4th day of April, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven W. Martin, Mayor

ATTEST:

Kristen L. Buxkemper, Deputy City Clerk

AGREEMENT FOR PURCHASE AND SALE OF PERMANENT SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

This Agreement for Purchase and Sale for a Permanent Sewer Easement and Temporary Construction Easement (“**Agreement**”) is entered into by and between the City of El Paso de Robles, a California municipal corporation (“**City**”) and the Jordan Family Trust (“**Seller**”). City and Seller are sometimes individually referred to herein as “**Party**” and together as “**Parties**.” The Parties have executed this Agreement on the dates set forth below next to their respective signatures. This Agreement shall be effective on the date, following all legally required notices and hearings, if it has been approved by City’s governing body or its delegated representative and also signed by both Parties (“**Effective Date**”).

RECITALS

A. Seller is owner in fee of certain real property located at 735 20th Street, Paso Robles, CA 93446, Assessor’s Parcel Number 008-226-008, as more fully described in **Exhibit A**, attached hereto and incorporated herein by reference (“**Property**”). The Property is unimproved and is not connected to the City wastewater system.

B. Seller desires to hold the Property to allow for future residential development.

C. City desires to acquire, and Seller desires to sell and convey a permanent sewer easement (“**Sewer Easement**”), and a temporary construction easement (“**TCE**”) located on, under, in, across, along and through the Property (collectively, “**Easements**”) for the purpose of constructing, operating, and maintaining a sanitary sewer line which will serve an adjacent property.

D. The Parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Easements.

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the City and Seller agree as follows:

1. **Purchase and Sale.** City agrees to buy, and Seller agrees to sell and convey a permanent Sewer Easement and TCE on the Property in exchange for the terms and provisions set forth in this Agreement.

1.1. **Sewer Connection.** Upon development of Seller’s property, Seller shall have access to connection to the City’s Sanitary Sewer System without capacity charges for two multi-family units. This provision shall run with the land and shall not be transferrable to any other parcel of land within the City. This provision represents the total purchase price for both Easements (“**Purchase Price**”), which includes, without limitation, full payment of just compensation, attorneys’ fees, costs, interest, and damages in complete settlement of any and all claims (known and unknown), causes of action and demands of Seller against City because of City’s purchase of the Easements, and for any and all claims (known and unknown) arising from or relating to the purchase and sale that is the subject of this Agreement.

2. Transaction.

2.1.Preparation and Design of Easements. City is responsible for providing an accurate legal description of the proposed Sewer Easement and the TCE. The Sewer Easement shall be five (5) feet wide and satisfactory to the City Engineer in location, size and design to allow for anticipated construction, operation and maintenance of a sanitary sewer line.

2.2.Notices. All communications between City and Seller shall be directed to the addresses and in the manner established in Section 5.1 herein for notices, demands, and communications between the Parties.

3. Seller's Representations and Warranties. Seller hereby represents and warrants to City that the following statements are true and correct as of the Effective Date and shall be true and correct as of the Recording, and the truth and accuracy of such statements shall constitute a condition precedent to all of City's obligations under this Agreement:

3.1.Seller's Authority. Seller is the exclusive owner of the Property. Seller has full legal right, power, and authority to enter into this Agreement and the instruments and documents referenced herein and to consummate the transactions contemplated hereby. This Agreement and all documents in connection herewith that are to be executed and delivered by Seller are, or will be, duly executed and delivered by Seller.

3.2.No Breach. The execution and delivery of this Agreement by Seller, Seller's performance hereunder, and the consummation of the transaction contemplated hereby will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Seller is at present a party or by which Seller is bound.

3.3.No Litigation. Seller has no actual knowledge of any litigation or any governmental, administrative, or regulatory act or proceeding regarding the environmental, health, and safety aspects of the Property that is pending, proposed, or threatened.

3.4.No Possessory Interests; No Further Agreements or Undertakings. There are no agreements for occupancy in effect with respect to the Property and no unrecorded possessory interests or unrecorded agreements that would adversely affect City's title to or use of the Property. Seller shall not enter into any agreements or undertake any obligations prior to Recording that would in any way burden, encumber, or otherwise affect the Property, including without limitation, any agreements for occupancy with respect to the Property, or any portion thereof.

3.5.Hazardous Materials and/or Hazardous Substances. Seller has no actual knowledge that any Hazardous Materials and/or Hazardous Substances have been used, generated, manufactured, stored, transported to or from, or disposed of on, under or about the Property or any other adjoining property owned by Seller.

- 3.6.Federal Tax Liens. Seller represents that neither Seller nor its principals are subject to any recorded or unrecorded federal tax liens or claims.
- 3.7.Conformance with Law. There are no uncured violations of any federal, state, or local zoning, building, fire, environmental, health and safety laws and regulations of which Seller has received written notice from any governmental authority, and Seller knows of no violations of such laws.
- 3.8.Disclosure of Adverse Facts. Seller warrants and represents that all statements made herein by Seller are true, correct, and complete. City warrants and represents that all statements made herein by City are true, correct, and complete. Information provided by Seller to City or City to Seller relating to this Agreement does not contain any statement that is false or misleading with respect to any material fact or fails to state any material fact. The representations set forth in this paragraph shall survive recording of the Easements.
- 3.9.Survival of Covenants, Representations, and Warranties. The covenants, representations, and warranties contained in this Article 6 shall survive recordation of the Easements.

4. Acknowledgement of Full Satisfaction and Release

- 4.1.Full Satisfaction. By executing this Agreement, Seller, on behalf of itself, its successors, and assigns, hereby acknowledges that this Agreement provides full and complete payment and satisfaction for the acquisition of the easement interests by City, and Seller hereby expressly and unconditionally waives any claim arising out of the acquisition of the Easements by City, including without limitation, damages, relocation assistance benefits, interest, loss of goodwill, severance damages, claims for inverse condemnation or unreasonable pre-condemnation conduct, attorney's fees, or any other compensation or benefits (hereafter "Acquisition Claims") other than as already expressly provided for in this Agreement, it being understood that this is a complete and full accord and satisfaction of such Acquisition Claims.
- 4.2.No Indemnity Waiver and Release. This Agreement arose out of City's efforts to acquire the Easements through its power. Seller, on behalf of itself, its heirs, executors, administrators, successors, and assigns, hereby fully waives and releases City, its successors, agents, representatives (including attorneys), and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage that has been sustained, or may be sustained, as a result of City's efforts to acquire the Easements or any preliminary steps thereto. This release does not, and shall not be construed to, require Seller to indemnify City for any damages or claims of any nature or source that may arise as a result of City's exercise of the rights, interests, and obligations acquired by City at and after the Recording pursuant to this Agreement.

5. Miscellaneous.

5.1. Notices. All notices or other communications required or permitted between the Parties shall be in writing and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g. Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of either Party to designate a different address for itself by notice similarly given. Notice given by registered or certified U.S. mail shall be deemed to have been given on the third business day after the same is deposited in the U.S. mail. Any notice not so given shall be deemed given upon receipt, rejection, or refusal of the same by the Party to whom the notice is given. Notices sent by facsimile shall also be sent by email.

Notice to City:

City of Paso Robles
ATTN: Director of Public Works
1000 Spring Street
Paso Robles, CA 93446
Phone: (805) 237-3861
Fax: (805) 237-3904

Notice to Seller:

Jordan Family Trust c/o
Palomar Homes, Inc.
902 21st Street
Paso Robles, CA 93446
Phone: 805-238-5514
Fax: 805-238-0416

5.2. Exhibits. The Exhibit(s) referenced herein and attached hereto are hereby incorporated herein by this reference.

5.3. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

5.4. Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of California, without application of conflicts of law principles. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of San Luis Obispo.

5.5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the voluntary and involuntary successors and assigns of the Parties hereto.

5.6. Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

5.7. Construction. This Agreement shall be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be

Exhibit A

construed or resolved against either Party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting thereof.

5.8. Attorneys' Fees. In the event of any action or proceeding to enforce or construe any provision of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover from the other Party all costs and expenses of suit, including reasonable attorneys' fees.

5.9. Entire Agreement. This Agreement, and the Exhibits attached hereto, supersede any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between City and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent, or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

5.10. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date set forth below next to that Party's signature.

CITY :

By: _____

Date: _____

SELLER:

By:  _____

Date: 2/23/17

EXHIBIT "A"

JORDAN FAMILY TRUST PROPERTY

THE WESTERLY HALF OF LOTS 3 AND 4 IN BLOCK 165 IN THE CITY OF EL PASO DE ROBLES AS SHOWN ON THE MAP RECORDED IN BOOK A OF MAPS AT PAGE 169 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

Exhibit B

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of El Paso de Robles
Attention: City Clerk
1000 Spring Street
Paso Robles, CA 93446

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383

EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

PERMANENT SEWER EASEMENT

For valuable consideration, receipt of which is hereby acknowledged, the UNDERSIGNED, Randall Jordan, representative of the Jordan Family Trust (“Grantor”) hereby GRANTS to the **CITY OF EL PASO DE ROBLES**, a municipal corporation of the State of California (“Grantee”), a perpetual Easement in, on, over, under, across, along and through a portion of Grantor’s real property known as APN 008-226-008 (“Property”) for sewer facilities as more particularly described on EXHIBIT “A” and attached hereto and incorporated herein by this reference (“Easement Area”). “Easement” refers to a permanent easement for subsurface sewer improvements and right of way in favor of Grantee, its successors and assigns, over, upon, under, and across the lands hereinafter described together with the right to forever construct, maintain, improve, alter, relocate, inspect, occupy, and use for the construction, reconstruction, installation, replacement, removal, repair, operation, and maintenance of sewer facilities; in doing so, however, Grantee shall not unreasonably interfere with access to and from Grantor's Property.

1. Matters Applicable to the Easement. The following matters will be applicable to the Easement:

1.1 Alteration/Relocation. Any alteration or relocation of the Easement Area shall be subject to the prior written approval of both Grantor and Grantee.

1.2 Restrictions within Easement Area. Grantor covenants, by and for itself, its assigns, heirs and voluntary and involuntary successors in interest to the Property or any part thereof, that Grantor shall not, without the express written consent of Grantee, erect, construct, place, maintain, or undertake, or permit to be erected, constructed, placed, maintained, or undertaken, any other activity that may interfere with the use of the Easement, including, without limitation, the erection of any building, wall, fence, structure, or other improvement within the Easement Area. Grantor shall not grant additional easements or other possessory interests to third parties on, under, or over the Easement Area without the prior written consent of Grantee.

Exhibit B

Grantor shall not cause, directly, indirectly or negligently, any interference with or harm to the rights conveyed hereunder.

1.3 **Included Rights.** Subject to the terms and conditions contained herein, this Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, and subcontractors to: (i) perform all activities as may be reasonably necessary to facilitate the purposes of the Easement; (ii) use, control and occupy the Easement Area; (iii) have reasonable access to, ingress to, and egress from the Easement Area; (iv) use and temporarily place and operate tools, equipment, machinery, and materials on the Easement Area; (v) trim, cut, or clear away any trees, brush, or other vegetation or flora, including the roots thereof, located within the Easement Area; and (vi) provide access to the permanent easement area, equipment storage, material storage, and portable facilities including wash stations and restrooms. All of the foregoing shall be at the sole discretion and at the sole cost of Grantee.

2. **Restoration; Hazardous Materials; Maintenance.** Grantee, at its sole cost and expense, shall restore the surface of Grantor's Property to a condition that is substantially similar to the original condition after performing any construction or other work that disturbs the surface, except for the sewer and related improvements contemplated by this Agreement. Grantee shall restore the subsurface of Grantor's Property damaged or impaired by any act, omission, or conduct of Grantee, now or in the future, consistent with the standard engineering specifications for installation of subsurface infrastructure and appurtenances. Grantee shall maintain, service, and/or repair the sewer line and appurtenant structures. Grantee shall be solely responsible for and shall pay now or in the future for any and all investigation, characterization, remediation, clean-up and monitoring and any other charges or expenses, including but not limited to attorney fees, expert and remediation costs, governmental fees and penalties, in any way related to the disposal, existence, or release of any Hazardous Substance on the Property as a result of any acts, omissions, or conduct of Grantee, its agents, employees, contractors, and/or subcontractors, including but not limited to the failure of Grantee, its agents or employees, contractors and/or subcontractors to maintain, service and/or repair the sewer line. Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all loss, property, natural resource and/or environmental damage, third party claims, attorney fees, costs of investigation, characterization, monitoring, governmental fees, and penalties incident thereto caused by any default or failure of Grantee to perform in accordance with this section, or as otherwise required by law. For the purposes of this Section 2, Hazardous Substance shall mean any product, substance, chemical, material or waste whose presence, use, manufacturing, disposal, transportation or release, either by itself or in combination with other materials, is regulated or classified as hazardous or toxic under federal, state, or local laws or regulations.

3. This Agreement is intended to run with the land, and it shall be binding upon and shall inure to the benefit of the parties, their respective heirs, legal representatives, successors, and assigns.

4. The ground elevations of the Easement upon completion of construction shall not be further increased or decreased without the prior written consent of Grantee.

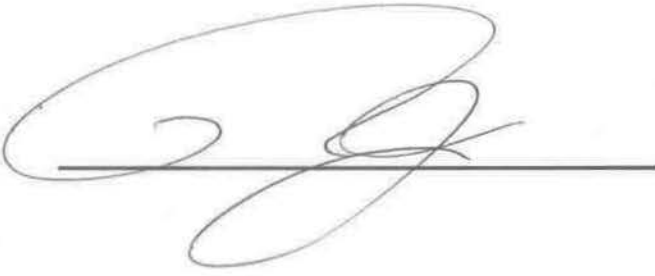
Exhibit B

5. If any legal or equitable action or proceeding is instituted by one party against the other to enforce or interpret any provision of this Easement, the party prevailing in such action shall be entitled to recover from the losing party all of its costs of suit, including, but not limited to, reasonable attorneys' fees awarded by the court.

6. This Easement may be amended or modified only by a written instrument executed and acknowledged by the parties or their successors in interest and recorded in the Official Records of San Luis Obispo County, California. Any provision of this Easement adjudicated by a court of competent jurisdiction to be invalid or unenforceable for any reason shall be ineffective to the extent of such prohibition or invalidity and shall not invalidate or otherwise render invalid or unenforceable any remaining provisions of this grant.

IN WITNESS THEREOF, the undersigned Grantor has executed this instrument as of 2/23, 2017.

GRANTOR:



NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

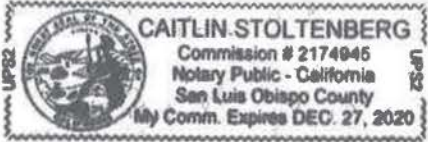
STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN LUIS OBISPO)

On FEBRUARY 23, 2017 before me, CAITLIN STOLTENBERG, notary public, personally appeared RANDALL JORDAN, 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.

Exhibit B

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.



**Please See Attached:
California Notary Document(s)**

Caitlin Stoltenberg

Signature of Notary Public

ATTACHED TO: PERMANENT SEWER EASEMENT

[APN: 025-402-069]

CITY OF EL PASO DE ROBLES CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in property conveyed by the Permanent Sewer Easement dated __, 2017, from Jordan Family Trust (“Grantor”) to the City of El Paso de Robles (“Grantee”), is hereby approved by the undersigned officer or agent on behalf of the Grantee, pursuant to authority conferred by Resolution No. _ of Grantee, adopted by its City Council on __, 2017, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2017

CITY OF EL PASO DE ROBLES

Exhibit B

By: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

Exhibit 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.

State of California }

County of SAN LUIS OBISPO }

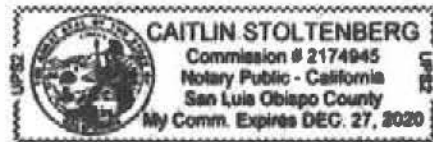
On FEBRUARY 23, ²⁰¹⁷ before me, CAITLIN STOLTENBERG, NOTARY PUBLIC,
(Here insert name and title of the officer)

personally appeared RANDALL JORDAN,
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 paragraph is true and correct.

WITNESS my hand and official seal.

Caitlin Stoltenberg
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Exhibit B

EXHIBIT "A"

PERMANENT SEWER EASEMENT

THE SOUTHERLY FIVE FEET OF THE WESTERLY HALF OF LOT 4 IN BLOCK 165 IN THE CITY OF EL PASO DE ROBLES AS SHOWN ON THE MAP RECORDED IN BOOK A OF MAPS AT PAGE 169 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

Exhibit C

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of El Paso de Robles
Attention: City Clerk
1000 Spring Street
Paso Robles, CA 93446

Portion of Assessor Parcel No. 025-402-069

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt of which is hereby acknowledged, the UNDERSIGNED, Randall Jordan, representative of the Jordan Family Trust ("Grantor") hereby GRANTS to the **CITY OF EL PASO DE ROBLES**, a municipal corporation of the State of California ("Grantee"), its agents, contractors, and employees, the right and privilege of a Temporary Construction Easement ("TCE") over a parcel of land located in the County of San Luis Obispo, State of California, more particularly described as **Assessor's Parcel Number 008-226-008** and further identified in **Exhibits "A"** attached hereto and made a part thereof.

It is understood and agreed by Grantor and Grantee that said construction easement is to be used in connection with the initial installation of a sewer line. This TCE will begin upon execution of this Agreement or commencement of construction, whichever occurs later, and shall terminate and cease to exist twelve (3) months after commencement, or upon completion of the project, whichever occurs first. The TCE may be used by the Grantee for all construction related activities, which is not limited to, but may include access to the permanent easement area, equipment storage, material storage, and portable facilities including wash stations and restrooms.

Grantee, at its sole cost and expense, shall restore the surface of Grantor's Property to a condition that is substantially similar to the original condition after performing any construction or other work that disturbs the surface. Grantee shall restore the subsurface of Grantor's Property damaged or impaired by any act, omission, or conduct of Grantee, now or in the future, consistent with the standard engineering specifications for installation of subsurface infrastructure and appurtenances. Grantee shall be solely responsible for and shall pay now or in the future for any and all investigation, characterization, remediation, clean-up, and monitoring and any other charges or expenses, including but not limited to attorney's fees, expert and remediation costs, and governmental fees and penalties, in any way related to the disposal, existence or release of any Hazardous Substance on Grantor's Property as a result of any acts, omissions or conduct of Grantee, its agents, employees, contractors, and/or subcontractors, including but not limited to the failure of Grantee, its agents or employees, contractors and/or subcontractors to maintain, service and or repair the sewer line. Grantee shall indemnify, defend (by counsel reasonably satisfactory to Grantee's counsel) and hold Grantor harmless from and against any and all loss, property, natural resource, and/or environmental damage, third party claims, attorney's fees, costs of

Exhibit C

investigation, characterization, monitoring, governmental fees and penalties incident thereto caused by any default or failure of Grantee to perform in accordance with this paragraph, or as otherwise required by law. For the purposes of this paragraph, Hazardous Substance shall mean any product, substance, chemical, material or waste whose presence, use, manufacturing, disposal, transportation or release, either by itself or in combination with other materials, is regulated or classified as hazardous or toxic under federal, state, or local laws or regulations.

This Agreement is intended to run with the land, and it shall be binding upon and shall inure to the benefit of the parties, their respective heirs, legal representatives, successors, and assigns.

IN WITNESS THEREOF, the undersigned Grantor has executed this instrument as of 2/23, 2017.

GRANTOR:



NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

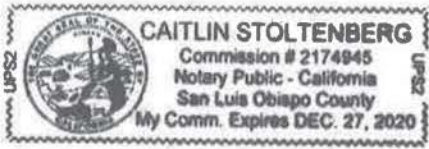
STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN LUIS OBISPO)

On FEBRUARY 23, 2017 before me, CAITLIN STOLTENBERG, notary public, personally appeared RANDALL JORDAN 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 paragraph is true and correct.

Exhibit C

WITNESS my hand and official seal.



Caitlin Stoltenberg
Signature of Notary Public

Please See Attached:
California Notary Document(s)

ATTACHED TO: TEMPORARY CONSTRUCTION EASEMENT
[APN:]

CITY OF EL PASO DE ROBLES CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in property conveyed by the Temporary Construction Easement dated _____, 2017, from Jordan Family Trust (“Grantor”) to the City of El Paso de Robles (“Grantee”), is hereby approved by the undersigned officer or agent on behalf of the Grantee, pursuant to authority conferred by Resolution No. _ of Grantee, adopted by its City Council on __, 2017, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2017

CITY OF EL PASO DE ROBLES

By: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

Exhibit C

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 }

County of SAN LUIS OBISPO }

On FEBRUARY 23, ²⁰¹⁷ before me, CAITLIN STOLTENBERG, NOTARY PUBLIC,
(Here insert name and title of the officer)

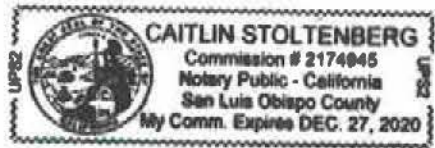
personally appeared RANDALL JORDAN,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 paragraph is true and correct.

WITNESS my hand and official seal.

Caitlin Stoltenberg
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer _____
(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Exhibit C

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

THE WESTERLY HALF OF LOT 4 IN BLOCK 165 IN THE CITY OF EL PASO DE ROBLES AS SHOWN ON THE MAP RECORDED IN BOOK A OF MAPS AT PAGE 169 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA