

RESOLUTION NO. 1694

A RESOLUTION AUTHORIZING EXECUTION OF PUBLIC
FACILITIES AGREEMENT

WHEREAS, SHORELINE CONSTRUCTION COMPANY proposes to develop a subdivision within the City of El Paso de Robles, being SHERWOOD ACRES TRACT NO. 2; and

WHEREAS, it is necessary to obtain an easement for drainage facilities to serve such subdivision; and

WHEREAS, ROBERT E. OSBORNE has agreed to dedicate such easement for drainage facilities pursuant to the terms set forth in the attached Agreement, Exhibit "A"; and

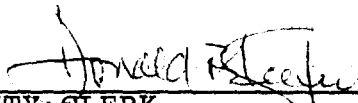
WHEREAS, it is in the best interest of the public that said drainage easement be established;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk of the City of El Paso de Robles be and they hereby are authorized to execute the agreement attached hereto as Exhibit "A" and by this reference incorporated herein.

PASSED AND ADOPTED this 20th day of November,
1972.


MAYOR

ATTEST:


CITY CLERK

PUBLIC FACILITIES SERVICE AGREEMENT

THIS AGREEMENT is entered into this 20th day of November, 1972, between ROBERT E. OSBORNE, Owner of property southerly of Tract No. 454, hereinafter called OWNER, and the CITY OF EL PASO DE ROBLES, a Municipal Corporation, hereinafter called CITY;

W I T N E S S E T H:

WHEREAS, CITY proposes to enter into a subdivision agreement with the developers of Tract No. 454; and

WHEREAS, CITY is requiring subdivider of Tract No. 454 to provide storm drainage facilities; and

WHEREAS, said storm drainage facilities will have to be constructed under, and through the property of OWNER; and

WHEREAS, it will be necessary to secure an easement for such storm drainage facilities from OWNER; and

WHEREAS, OWNER desires CITY'S public facilities to serve improvements located on his property southerly of the Tract No. 454;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Attached hereto is Exhibit "A", by this reference made a part hereof, and it is a proposed 20 Ft. wide easement for drainage facilities across OWNER'S property. OWNER agrees to execute and return said easement with this Agreement.

2. CITY agrees to grant permission for water and sanitary waste connections to serve the existing facilities on and a future single family residence and guest house to be located on OWNER'S property.

3. CITY consents to OWNER'S access at the intersection of Via Ramona and Scott Streets, said access to be fifty (50) feet wide and directly South of Via Ramona. Said access is granted for the purpose of serving the existing facilities and said future residence.

4. CITY agrees to grant OWNER a Driveway Encroachment Permit not to exceed twenty (20) feet in width onto Scott Street between Creston Road and Via Ramona to serve said future residence in addition to access provided pursuant to paragraph 3 above.

5. The SUBDIVIDER of Tract No. 454 will provide a sanitary sewer main, a water main, and a fifty (50) foot road, Via Ramona as shown on Improvement Plans for Tract No. 454; also, SUBDIVIDER will construct two (2) six (6) inch sanitary sewer laterals from twelve inch sanitary sewer main in Scott Street southerly to OWNER'S property, one at Via Ramona and the other at a point ⁵⁰⁰~~150~~ feet east of the centerline of Creston Road to serve said new residence site. Subdivider will likewise install a water lateral from the water main at Scott Street and Via Ramona.

6. OWNER to extend water and sanitary waste facilities at his expense.

7. CITY agrees to charge OWNER inside City rates for water and sanitary waste services when OWNER signs petition to annex that portion, or portions, of OWNER'S property being serviced by CITY'S water and sanitary waste facilities. The inside City rates shall be effective for as long thereafter as OWNER maintains active petition(s)

regardless of any action, or lack thereof, by CITY on such petition(s) for annexation, or for so long as OWNER otherwise stands ready and willing to so annex.

OWNER agrees, to at CITY'S request dedicate for the purpose of widening Scott Street portions of such land so annexed; provided that such dedication(s) shall not exceed the depth of 42 feet or that depth necessary to develop Scott Street to a full width of up to 84 feet, whichever depth is the lesser.

CITY agrees that OWNER shall not be required to improve any such dedicated areas, such as by the construction of street paving, installation of curb, gutter and sidewalks, and the like, unless and until at least fifty percent (50%) of OWNER'S property fronting Scott Street be so dedicated and improved.

8. The SUBDIVIDER of Tract No. 454 proposes to furnish water and sewer pipelines and the street extension described above. CITY does not represent that these improvements will in fact be installed and assumes no obligation for the installation of said improvements. If, however, said improvements are not installed within eighteen (18) months from date of this Agreement, CITY agrees to quitclaim its interest in the easement for the storm drain provided for herein; provided, however, that in such event, CITY shall have no further obligation to OWNER and OWNER shall have no further rights under this Agreement.

9. This Agreement shall bind and inure to the benefit of heirs, successors and assigns of the parties hereto.

10. In the event any dispute arises under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees.

11. This Agreement is made and executed in duplicate and either copy shall for all purposes be deemed an original.

IN WITNESS WHEREOF, OWNER has caused this instrument to be executed, and CITY has caused this instrument to be executed by its Mayor and its corporate seal to be affixed hereto pursuant to Resolution of the City Council of said CITY first passed and adopted the day and year hereinabove written.

Robert E. Osbourn
OWNER

CITY OF EL PASO DE ROBLES, a
Municipal Corporation

BY: Barnes Schwartz
MAYOR

ATTEST:

Ingrid B. Leahy
CITY CLERK