RESOLUTION NO. 2308

RESOLUTION FOR ACCEPTANCE
OF AGREEMENT FOR OUTSIDE
WATER SERVICE-TRACT 650

RESOLVED, that the Mayor and City Clerk of the City of El Paso de Robles be, and they are hereby authorized and directed to execute the within and foregoing Agreement, dated May 10, 1979 between WALLACE MACHINERY COMPANY, INCORPORATED, Owner and Subdivider, and the CITY OF EL PASO DE ROBLES, A Municipal Corporation.

PASSED AND ADOPTED THIS 31st DAY OF May 1979.

Barney Schwartz

BARNEY SCHWARTZ, Mayor

ATTEST:

Donald B. Keefer

DONALD B. KEEFER, City Clerk

STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO } SS.
CITY OF EL PASO DE ROBLES

I, Donald B. Keefer, City Clerk of the City of El Paso de Robles, California, do hereby certify that the foregoing Resolution No. 2308 was duly and regularly adopted, passed, and approved by the City Council of the City of El Paso de Robles, California, at a ~~regular~~ adjourned meeting of said City Council held at the regular meeting place thereof, on the 31st day, of May 19 79, by the following vote:

AYES: Councilmen Hanson, Hurst, Minshull, Stemper and Schwartz

NOES: Councilmen None

ABSENT: Councilmen None

Dated this 1st day of June, 19 79

Donald B. Keefer

City Clerk and Ex-Officio Clerk of the City Council,
City of El Paso De Robles, State of California.

AGREEMENT
FOR OUTSIDE WATER SERVICE
TRACT NO. 650

This Agreement is made and entered into this 10th day of May, 1979 1979, by and between the City of El Paso de Robles, California, a Municipal Corporation, hereinafter called, "CITY" and Wallace Machinery Company, Inc., hereinafter called "WALLACE."

W I T N E S S E T H

WHEREAS, "WALLACE" is the owner/developer of the property shown on Exhibit "A" more particularly described as Tract 650; and

WHEREAS, "WALLACE" as part of the development of said Tract 650, is required to install a domestic water distribution system and fire hydrant services in connection with the development of said tract; and

WHEREAS, "CITY" has agreed to furnish domestic water and fire protection water for said development.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. "WALLACE" agrees to install said water distribution, fire hydrant facilities and appurtenances, in accordance with plans to be approved by the City Engineer of the City of Paso Robles.
2. Subject to restrictions applied equally to all water users, the City agrees to furnish domestic water and water for fire protection to said tract at rates established by the City from time to time, for water users outside of the City Limits.
3. "WALLACE" agrees to pay $500 an acre for a connection fee which has been established by the City for the privilege of being served by the Golden Hill Water Line. This per acre fee is applicable to all lots of subject

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Tract 650, except Lot 7, which is served by a special water line which was constructed by King Lumber Company and has its own connection fee of $2,150 per acre in addition to the $500 per acre fee for the Golden Hill Water Line. The total connection fee for Lots 1 through 6 of subject tract is 21.154 acres x $500 per acre for a total charge of $10,577, to be paid to the City.

When and if Lot 7 connects to the King Lumber Company Line, the fee would be 2.882 acres x $2150 for a total of $6,196.30 to be paid to King Lumber Company, with a 2.882 acres x $500 for a total of $1,441 to be paid to the City, or a total amount payable of $7,637.30 for Lot 7.

4. The "CITY" shall have the right to charge meter installation fees in addition to those specified in this agreement.

5. The "CITY" shall have the right to charge development fees in addition to those specified in this agreement, based on use of the property and based on the rate established by resolution in effect at the time that the developer of any one of the lots makes application for water meter service.

6. It is understood that the "CITY" will not make or allow any connections to the above-described "WALLACE" Water Line until satisfactory proof has been submitted that "WALLACE" approves of such connection by others who might occupy lots other than Lots 1 through 6 of Tract No. 650.

7. It is mutually agreed that "CITY" is not under any financial obligation to "WALLACE" to collect any fees for connections to said "WALLACE"

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OUTSIDE WATER SERVICE AGREEMENT

Water Main being installed adjacent to other properties as well as Lots 1 through 6 of said Tract 650.

8. "WALLACE" and "CITY" mutually agree that the water and fire facilities and related appurtenances will become the property of the City of Paso Robles for maintenance and operation after "CITY" has approved of said installations.

9. "WALLACE" agrees to pay for all expenses incurred by the "CITY" for inspection, plan review and administrative costs related to said water main and fire facility installations connected with said Tract 650.

10. In the event a dispute arises in this agreement, the prevailing parties shall be entitled to recover reasonable attorney's fees.

11. The period for "WALLACE's" approval shall cease ten (10) years from the date of this agreement.

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

IN WITNESS WHEREOF, we have hereunto set our hand as of the day and year first above-written.

WALLACE MACHINERY COMPANY, INC. "WALLACE"

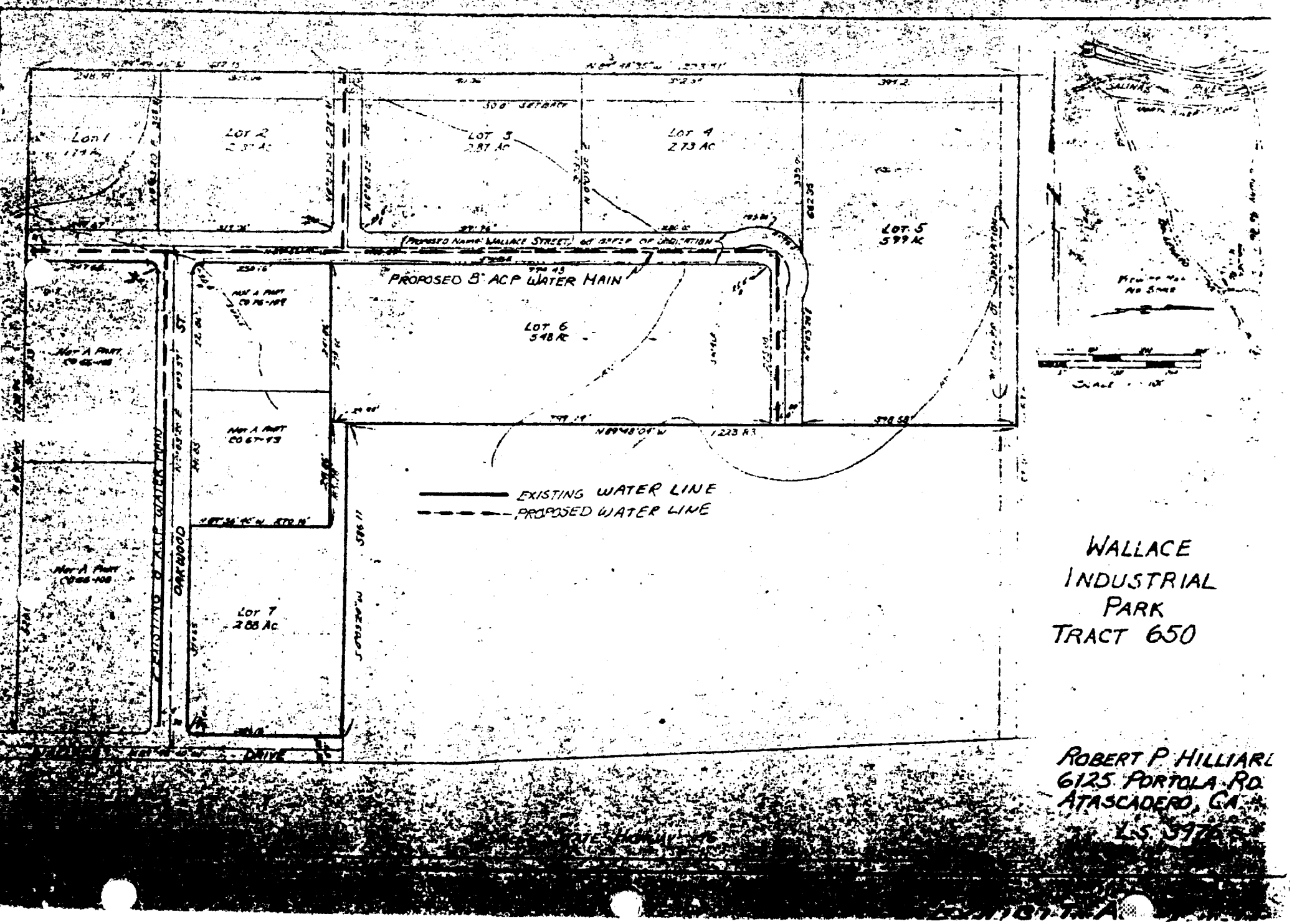
by _____
GEORGE WILCOX, Secretary

CITY OF EL PASO DE ROBLES "CITY"
A Municipal Corporation

by _____
BARNEY SCHWARTZ, Mayor

ATTEST:

_____
DONALD B. KEEFER, City Clerk


LOT 1
LOT 2
2.37 AC
LOT 3
2.87 AC
LOT 4
2.73 AC
LOT 5
5.99 AC
LOT 6
5.48 AC
LOT 7
2.88 AC
(PROPOSED NAME: WALLACE STREET) 60' RIGHT OF WAY DEDICATION
PROPOSED 8" ACP WATER MAIN
EXISTING WATER LINE
PROPOSED WATER LINE
OAKWOOD
DRIVE
WALLACE
INDUSTRIAL
PARK
TRACT 650
ROBERT P. HILLIARD
6125 PORTOLA RD.
ATASCADERO, CA.
L.S. 3976