

Recording Requested and When  
Recorded Return To:  
City Clerk's Office  
P.O. Box 307  
Paso Robles, CA 93447

DOC. NO. **13615**  
OFFICIAL RECORDS  
SAN LUIS OBISPO CO., CA

MAR 02 1990

RESOLUTION NO. 90-29

FRANCIS M. COONEY  
County Clerk-Recorder  
TIME 10:20 AM

A RESOLUTION ACCEPTING A GRANT DEED OFFERING A SEWER EASEMENT  
OVER A PORTION OF PARCEL 1 OF PARCEL MAP CO 77-348 FOR THE PURPOSE  
OF SEWER ACCESS TO THE MEADOWLARK SEWER MAIN  
IN THE CITY OF EL PASO DE ROBLES

WHEREAS, the Council has received a Grant Deed offering an  
easement from Alice Sparrow; and

WHEREAS, said property is being offered as a sewer access  
easement for the Meadowlark Sewer Main.

BE, AND IT IS HEREBY RESOLVED by the City of El Paso de  
Robles, as follows:

The City of El Paso de Robles hereby accepts said Grant Deed  
and the terms of the acquisition and consents to recordation of  
said Deed by its duly authorized officers.

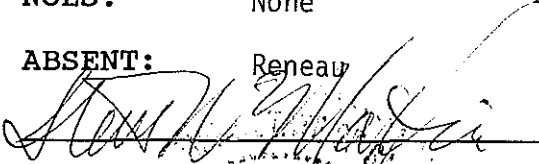
BE IT FURTHER RESOLVED, that the City Clerk of the City of El  
Paso de Robles cause a certified copy of this Resolution to be  
recorded in the Office of the County Recorder of San Luis Obispo  
County, State of California.

ADOPTED AND PASSED this 20th day of February, 1990 by the  
following vote:

AYES: Russell, Conway, Cousins and Martin

NOES: None

ABSENT: Reneau

  
STEVE W. MARTIN, MAYOR

ATTEST:

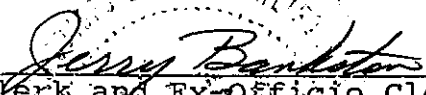
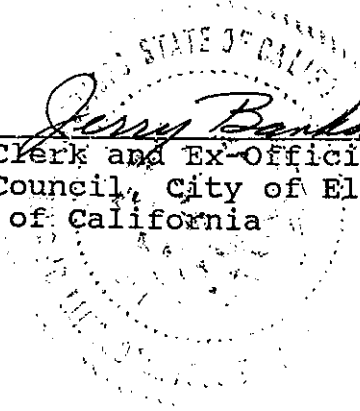
  
JERRY BANKSTON, CITY CLERK

STATE OF CALIFORNIA )  
COUNTY OF SAN LUIS OBISPO ) ss.  
CITY OF EL PASO DE ROBLES )

I, ..... Jerry Bankston ....., City Clerk/~~Deputy City Clerk~~ of  
the City of El Paso de Robles, California, do hereby certify that  
the foregoing ..... Resolution No. 90-29 ..... was duly and  
regularly adopted, passed and approved by the City Council of the  
City of El Paso de Robles, California, at a regular ..... meeting  
of said City Council held at the regular meeting place thereof, on  
the ...20th ..... day of ...February ..... , 190.....,  
by the following vote:

AYES:..... Russell, Cousins, Conway and Martin .....  
NOES:..... None .....  
ABSENT:..... Reneau .....  
ABSTAINED:..... None .....

Dated this....20th.....day of February...., 190..

  
\_\_\_\_\_  
City Clerk and Ex-Officio Clerk of the  
City Council, City of El Paso de Robles,  
State of California  


IK-1

90-27

RECORDING REQUESTED BY:

Project: Meadowlark

City of Paso Robles

R/W No. 89-101 E

WHEN RECORDED RETURN TO:

City Manager  
P.O. Box 307  
Paso Robles, Ca 93447

|       |          |        |              |
|-------|----------|--------|--------------|
| FILED | FEE PAID | EXEMPT | OUT OF STATE |
|       |          | h      |              |

EASEMENT DEED

THIS INDENTURE, made this 7<sup>th</sup> day of FEBRUARY, 1990, by ALICE SPARROW, hereinafter referred to as "GRANTOR" and the CITY OF PASO ROBLES, a municipal corporation of the State of California, hereinafter referred to as "CITY":

W I T N E S S E T H :

That GRANTOR for a valuable consideration receipt of which is hereby acknowledged does hereby Grant unto CITY, its successors and assigns, an easement for the present and future construction, reconstruction, operation, repair and maintenance of a sewer sanitation line, in such number and size, and with such accessory parts and structures, as CITY, of its successors in interest, from time to time, deem necessary to install over, upon and under that certain real property situate in the City of Paso Robles, County of San Luis Obispo, State of California, described as follows:

GRANTOR does hereby further grant to the CITY, its successors and assigns, the necessary rights of entry to and from the hereinabove described property for future construction, reconstruction, operation, repair, maintenance or additions. GRANTOR and his successors in interest retain the right to full use of the easement area, no permanent structures can be erected or other use made which interferes with the construction, reconstruction, operation, repair or maintenance of the present or future sewer sanitation line and any accessory parts or structures.

The consideration hereinabove recited shall constitute payment in full for any damages to the remaining property of the GRANTOR, his successors and assigns, by reason of the construction, reconstruction, operation, repair and maintenance of the sewer sanitation line or other structures referred to herein.

The Grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the CITY, its successors and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the GRANTOR.

IN WITNESS WHEREOF, Grantor has hereunto set his hand  
the day and year first above written.

(As used above the term "GRANTOR" shall include the plural as  
well as the singular number and the word "his" shall include  
the feminine gender as the case may be.)

Alice Sparrow  
ALICE SPARROW

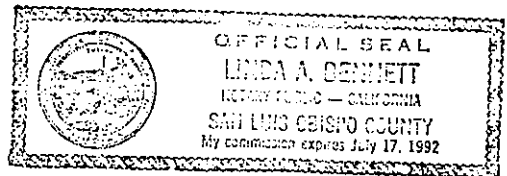
signed and delivered  
in the presence of:

Linda A. Bennett  
(witness)

STATE OF CALIFORNIA  
COUNTY OF San Luis Obispo } ss.  
On February 7, 1990 before me,  
the undersigned, a Notary Public in and for said County and State,  
personally appeared Alice Sparrow -

personally known to me  
 proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is subscribed to the within  
instrument, and acknowledged that she executed it.

Signature Linda A. Bennett  
Notary Public in and for said County and State



FOR NOTARY STAMP



Individual  
MS-201 (5-83) 262  
Staple

Project: Meadowlark  
Sewer Line

Parcel 89-101E

AGREEMENT OF SALE  
FOR EASEMENT

ALICE SPARROW, herein called SELLER, agrees to sell to CITY OF PASO ROBLES, herein called BUYER, the real property in the City of Paso Robles, County of San Luis Obispo, State of California, described in Exhibit "A", attached hereto and by this reference made a part hereof. this reference made a part hereof.

1. PURCHASE PRICE:

The purchase price of said property shall be the sum of FIVE THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS (\$ 5,525.00) cash.

2. ESCROW:

An escrow shall be opened to consummate the sale of the aforesaid property pursuant to this contract within ten (10) days of the date of acceptance by the BUYER.

SELLER shall execute and deliver to the escrow duly acknowledged grant deed conveying good and marketable title to the property described in Exhibit "A" to BUYER.

BUYER will deliver sufficient funds to pay the purchase price of FIVE THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS (\$ 5,525.00),