

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

DOC NO. 1994-013404

Rec No: 00089630

ENGINEERING DEPARTMENT
CITY OF EL PASO DE ROBLES
744 4TH STREET 910 PARK ST.
PASO ROBLES, CA 93446

Official Records
San Luis Obispo Co.
Julie L. Rodewald
Recorder
Dec 27, 1994
Time: 09:53

NF 0.00

[8]

TOTAL 0.00

FOR RECORDER USE ONLY

RESOLUTION NO. 94-164

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EL PASO DE ROBLES, CALIFORNIA, APPROVING THE
EXECUTION AND RECORDATION OF A ROAD MAINTENANCE AGREEMENT FOR
PARCEL MAP PR 94-016 (CHARLES JOHNSON)**

WHEREAS, in accordance with Resolution No. 94-12, dated March 7, 1994, the Developer is required to perform the continued repair and maintenance of a 24 foot wide private road located upon the property within Parcel Map PR 94-016; and

WHEREAS, in order to ensure the road is maintained in a safe condition and in good repair the developer has agreed to enter into an agreement with the City.

WHEREAS, the Developer has submitted the attached executed Road Maintenance Agreement for execution by the City and authorization by City Council for recordation; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. That the City Council of the City of Paso Robles approve the attached Road Maintenance Agreement for Parcel Map PR 94-016 and authorize its recordation.

PASSED AND ADOPTED by the City Council of the City of Paso Robles, this 6TH day of DECEMBER, 1994, on the following vote:

AYES: Heggarty, Iversen, Martin, Picanco, Macklin
NOES: None
ABSENT: None

ATTEST:



CANDACE ASCHLE, DEPUTY CITY CLERK


WALTER J. MACKLIN, MAYOR

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CITY CLERK'S OFFICE
CITY OF EL PASO DE ROBLES
910 PARK STREET
PASO ROBLES, CA 93446

FOR RECORDER USE ONLY

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT made, effective as of DECEMBER 6, 1994, by and between **A. CHARLES E. AND LINDA A. JOHNSON** (hereinafter referred to as "**OWNERS**") and the **CITY OF EL PASO DE ROBLES**, a municipal corporation (hereinafter referred to as "**CITY**").

OWNERS and **CITY** agree to the terms and conditions described herein based on the following understanding:

A. **OWNERS** is the owner of the real property located in the City of El Paso de Robles, County of San Luis Obispo, State of California, as described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**affected real property**").

B. The affected real property has located upon it a road approximately twenty-four feet (24') in width and extending approximately in a northerly direction from Ashwood Place (a City maintained street) for an approximate distance of 150 lineal feet to the southerly boundary of Parcel 3 (hereinafter referred to as the "**subject road**") as shown on the map attached to this Agreement as Exhibit "B" and incorporated herein by this reference.

C. As a condition of the approval of Tentative Parcel Map No. 94-016, owner is required to enter into an agreement for the continuing repair and maintenance of the **subject road**.

D. The affected property consists of four (4) separate lots of record which are currently under the same ownership but which may belong to separated owners at some time in the future. It is the intention of this Agreement to obligate future owners of the affected property (i.e. **Parcels 1, 2 and 3**) to continue to repair and maintain the **subject road**. Since **Parcel 4** does not, nor will not be, using **subject road** for access,

it is expressly excluded from being a party to said maintenance obligation.

NOW, THEREFORE, in consideration of the approval of Tentative Parcel Map No. 94-016 and the promise, covenants and obligations contained herein, OWNERS and CITY agree as follows:

1. OWNERS agrees to maintain the subject road in a safe condition and in good repair.

2. The repairs and maintenance required pursuant to this Agreement.

3. OWNERS agrees to bear the full cost and expense of any and all repairs and maintenance required pursuant to this Agreement.

4. Should OWNERS fail to perform the repairs and maintenance required hereby, after thirty (30) days written notice from CITY of the need for such maintenance and repair and any and all costs incurred by CITY related thereto shall be the responsibility and obligation shall be a joint and several liability of each of said separate owners.

5. OWNERS agrees to indemnify and to hold CITY harmless from and against any and all liability for personal injury or property damage resulting from, arising out of, or attributable to any maintenance or repair or failure to maintain or repair pursuant to this Agreement.

6. Any notice required under this Agreement shall be sent to the addresses indicated below, unless such address is changed by written notice to the party concerned, in which event the new address given shall be used for sending any such notice. Any required notice shall be made by certified mail, properly addressed and postage prepaid:

CITY: City of El Paso de Robles
801 4th Street
Paso Robles, CA 93446

OWNERS: A. Charles E. Johnson
2380 Ashwood Place
Paso Robles, CA 93446

7. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California.

8. This Agreement shall run with the land and shall be binding upon the undersigned OWNERS, his heirs, executors, administrators and

assigns. OWNERS further agrees that the rights afforded CITY under this Agreement are superior and paramount to the rights of any successors in interests to OWNERS's interest.

9. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any party or an authorized representative of each party.

11. The failure of any party to this Agreement to insist upon performance of any of the terms and conditions of this Agreement, or the waiver of breach of any of the terms and conditions of this Agreements, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

12. In the event of failure to comply with the terms of this Agreement, or in the event a dispute arises regarding the terms of this Agreement, the prevailing party shall be entitled to recover their costs, including reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

OWNERS:


A. CHARLES E. JOHNSON


LINDA A. JOHNSON

CITY:

CITY OF EL PASO DE ROBLES

By: 
MAYOR WALTER J. MACKLIN

ATTEST:


Deputy City Clerk Candy Aschle

(SIGNATURES MUST BE NOTARIZED)

EXHIBIT "A"

COMMON DRIVEWAY EASEMENT

A PORTION OF PARCEL 3 OF PARCEL MAP CO 77-348 AS FILED IN BOOK 29 OF PARCEL MAPS AT PAGE 94 IN THE CITY OF EL PASO DE ROBLES, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

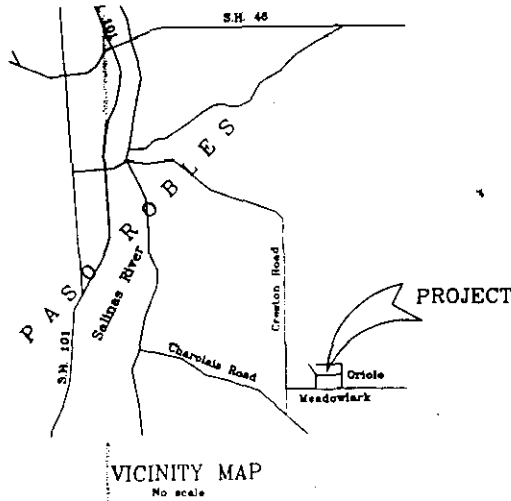
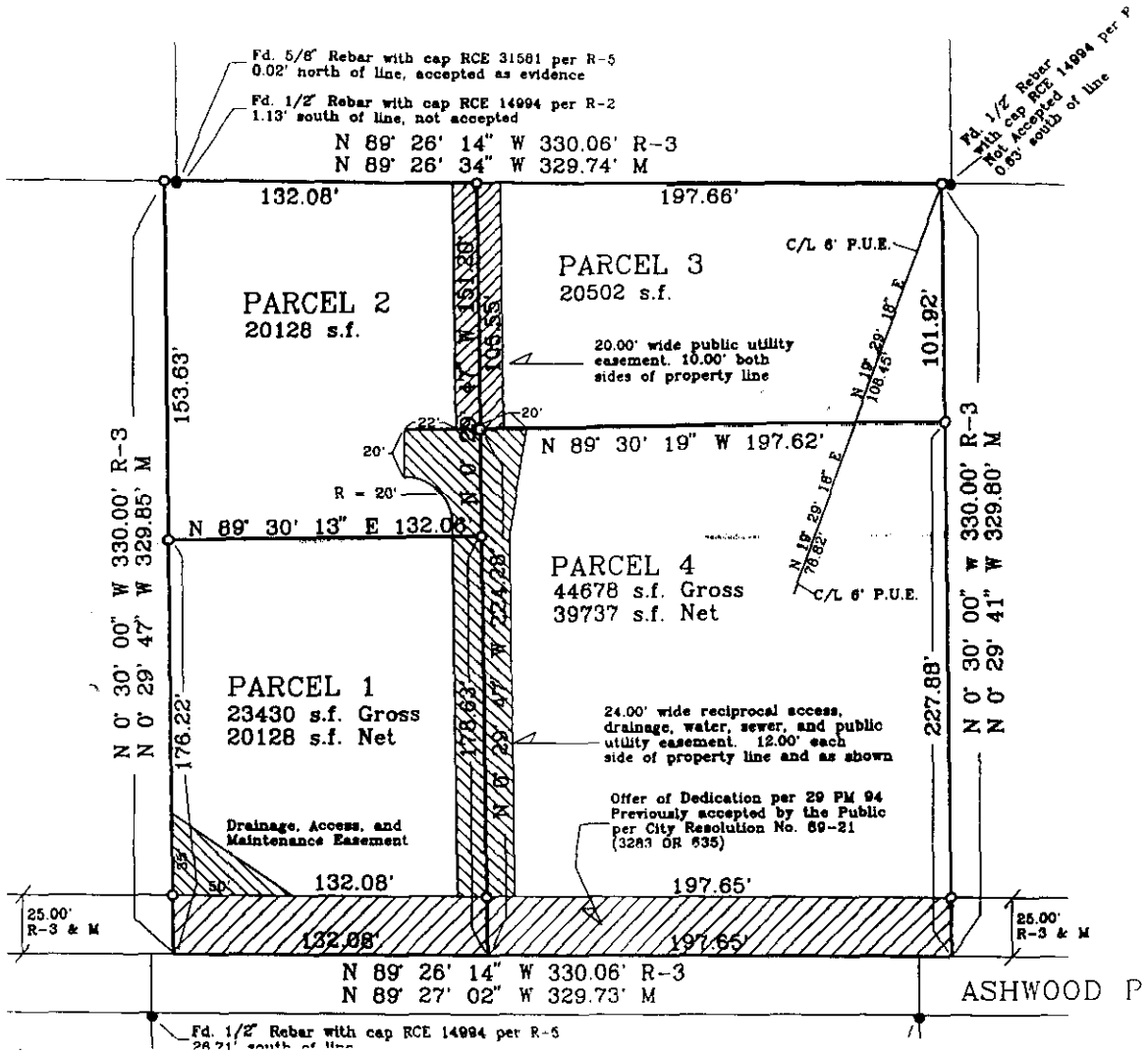
COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF SAID PARCEL 3; THENCE SOUTH $89^{\circ} 26' 14''$ EAST ALONG THE SOUTH LINE OF SAID PARCEL 3 A DISTANCE OF 120.08 FEET TO THE TRUE POINT OF BEGINNING; THENCE

- 1) NORTH $00^{\circ} 29' 47''$ WEST 153.63 FEET; THENCE
- 2) BEGINNING A CONCAVED CURVE TO THE SOUTHWEST HAVING A 20.00 FOOT RADIUS, FOR $90^{\circ} 00' 00''$, 31.42 FEET: THENCE
- 3) NORTH $00^{\circ} 29' 47''$ WEST 20.00 FEET; THENCE
- 4) SOUTH $89^{\circ} 26' 47''$ EAST 52.00 FEET; THENCE
- 5) SOUTH $10^{\circ} 48' 49''$ WEST 40.79 FEET; THENCE
- 6) SOUTH $00^{\circ} 29' 47''$ EAST 153.63 FEET; THENCE
- 7) NORTH $89^{\circ} 26' 14''$ WEST 24.00 FEET TO THE TRUE POINT OF BEGINNING

THIS EASEMENT IS GRAPHICALLY SHOWN ON EXHIBIT "B" ATTACHED HERETO.

EXHIBIT "A"

EXHIBIT "B"



PARCEL MAP PR 94-016

Being a subdivision of Parcel 3 of Parcel Map CO 77-348 in the City of Paso Robles, County of San Luis Obispo, State of California

EXHIBIT "B"

15-13

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

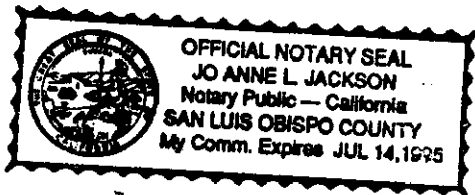
No. 5907

State of California
County of San Luis Obispo

On October 18, 1994 before me, JoAnne L. Jackson, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Linda A. & A. Charles E. Johnson
NAME(S) OF SIGNER(S)

personally known to me - OR - 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.



WITNESS my hand and official seal.
[Signature]
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Self

DESCRIPTION OF ATTACHED DOCUMENT

(PR 94-016) Johnson
Road Maintenance Agreement
TITLE OR TYPE OF DOCUMENT

03
NUMBER OF PAGES

10/18/94
DATE OF DOCUMENT

None
SIGNER(S) OTHER THAN NAMED ABOVE

RECEIVED
OCT 19 1994

15-14

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

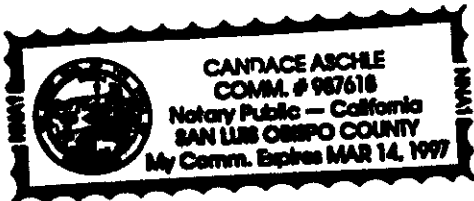
State of CALIFORNIA

County of SAN LUIS OBISPO

On DECEMBER 22, 1994 before me, CANDACE ASCHLE NOTARY PUBLIC,
DATE NAME, TITLE OF OFFICER (E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared WALTER J. MACKLIN,
NAME(S) OF SIGNER(S)

personally known to me - OR - 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.



WITNESS my hand and official seal.

Candace Aschle
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)
- LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

ROAD MAINT. AGREEMENT
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE