

RESOLUTION NO. 16-149

RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EL PASO DE ROBLES APPROVING AND AUTHORIZING EXECUTION OF A
WELL, WATER LINE AND ACCESS EASEMENT AGREEMENT
(RIVER OAKS II / ESTRELLA ASSOCIATES)

WHEREAS, at its meeting of June 21, 2016, the City Council approved a Master Development Plan allowing for the development of River Oaks II, a 271-lot residential community located north of Clubhouse Drive and west of Buena Vista Drive; and

WHEREAS, at its meeting of September 27, 2016, the Planning Commission approved Tentative Tract 3097, a six-lot framework for future subdivisions that will comprise River Oaks II; and

WHEREAS, as a first step towards the development of River Oaks II, the developer has requested the City Council accept the recordation of Tract 3097; and

WHEREAS, as a condition of approval of Tract 3097, Lot 5 will be dedicated to the City for Parks and Open Space; and

WHEREAS, in order to accommodate existing water lines that will irrigate open space areas in River Oaks II, easements will be necessary over Lot 5 and adjacent City property; and

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 Well, Water Line and Access 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.

APPROVED this 6th day of December, 2016, by the following vote:

AYES: Strong, Hamon, Reed, Martin

NOES:

ABSENT:

ABSTAIN: Gregory



Steven W. Martin, Mayor

ATTEST:



Kristen L. Buxkemper, Deputy City Clerk

Exhibit A – Well, Water Line and Access Easement

**RECORDED BY AND
AND WHEN RECORDED
RETURN TO:**

River Oaks II, LLC
P.O. Box 4280
Paso Robles, CA 93447-4280

WELL, WATER LINE & ACCESS EASEMENT

This Well, Water Line & Access Easement Agreement (“Easement”) is made and entered into this ___ day of October 2016 by and between the **City of El Paso de Robles, a California municipal corporation** (“City”) and **River Oaks II, LLC, a Delaware limited liability company** (“RO II”). The City and RO II are sometimes referred to in this Easement, individually, as a “party” or collectively as the “parties”. The parties enter into this Easement with reference to the following facts: (each, a “Recital”):

RECITALS

WHEREAS, the developer, through its manager Estrella Associates II, LLC, a Delaware limited liability company, has proposed a development of the project known as “River Oaks II Expansion” (the “Project”) on approximately 130 acres owned by RO II located within the City (the “RO II Property”) legally described in Exhibit A attached hereto;

WHEREAS, the City owns an adjacent parcel of land which was dedicated to it as a condition of approval for Tract 1895-1 for park purposes. The City’s property is legally described in Exhibit B (“City Parcel”);

WHEREAS, there are two (2) wells located on the City Parcel identified on the Water Line and Well Exhibit attached hereto as Exhibit C-1 and C-2 [Site Map] as “20’ DIA. WATER WELL EASEMENT PER 3345/OR/874” (“North Well”) and “20’ DIA. WATER WELL EASEMENT PER 2003-056981” (“South Well”);

WHEREAS, as a condition of approval of the Project, RO II has entered into a Dedication and Park Impact Fee Credit Agreement and Associated Irrevocable Offer of Dedication with the City, dated _____, 2016 in which RO II reserved certain pipeline and access rights related to the water pipeline located on and within Lot 5 and as shown on the Site Map;

WHEREAS, the pipeline will continue from Lot 5 to the City Parcel and the North Well which are the subject of this Easement;

WHEREAS, the easements described herein coincide with the locations of the pipeline and the existing North Well and pipeline improvements; and

WHEREAS, the easements set forth in this Easement are consistent with and shall not interfere with the intent to dedicate Lot 5 to the City and the park purposes in the City Parcel.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

1. City Grant of Appurtenant Water Easement to RO II. For valuable consideration, receipt of which is hereby acknowledged, City does hereby grant to RO II the following easements in, over and

across the City Parcel as legally described in the attached Exhibit B and depicted on the Water Line & Well Exhibit attached hereto as Exhibit C under the following terms and conditions:

1.1 Character of Easements. The easements granted in this Section 1 are in, over and across the City Parcel and are appurtenant to and for the benefit of the RO II Property described in the attached Exhibit A.

1.2 Description of Easements. The easements granted herein are for the following uses and purposes:

1.2.1 An easement for ingress and egress over and across the City Parcel on a roadway for access to and from the North Well and South Well.

1.2.2 An easement to use, operate, replace, repair, maintain, improve and pump water from the existing well for the benefit of the RO II Property legally described in the attached Exhibit C.

1.2.3 An easement to use, operate, replace, repair and maintain the existing underground water pipeline, from the North Well to the RO II Property.

1.3 Term. The easements granted in this Agreement shall be in perpetuity.

1.4 Nonexclusive Easement. The easements granted herein are nonexclusive except for the right to pump water from the North Well which is exclusive to RO II. City retains the right to make any use of the area subject to the easements that does not unreasonably interfere with RO II free use and enjoyment of the easements and its right to pump water from the well.

1.5 Maintenance of Easements. RO II shall repair and maintain the property subject to the easements herein in good condition, at RO II's sole cost and expense.

1.6 Successors and Assigns. This Agreement and the easements created hereunder shall be binding on and shall inure to the benefit and burden of the successors and assigns of RO II and City.

2. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Easement and the easements granted herein is brought by either party to this Easement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs, and expenses incurred in such action or proceeding by the prevailing party.

3. Amendment. Any amendment to this Easement shall be of no force or effect unless and until it is contained in a writing signed by both of the parties hereto.

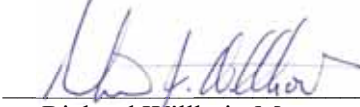
4. Exhibits. All exhibits attached hereto are incorporated herein and made a part hereof as if set forth in full.

5. Entire Agreement. This Easement constitutes the entire agreement between the parties hereto relating the subject matter hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Easement are of no force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Easement effect the date first above written.

RIVER OAKS II, LLC, a
Delaware limited liability company

By: ESTRELLA ASSOCIATES, II, LLC,
a Delaware limited liability company
its Sole Member

By: 
Richard Willhoit, Manager

CITY OF PASO ROBLES,
a municipal corporation

By: _____
_____, Mayor

Exhibit A	Recital 1	Legal Description RO II Property
Exhibit B	Recital 2	Legal Description City Parcel
Exhibit C	Recital 3	Water Line & Well Exhibit

T:\Clients\Willhoit\River Oaks\Well, Water Line & Access Ease

Exhibit A

Legal Description RO II Property

Lot 5 of Tract 3097 in the City of Paso Robles, County of San Luis Obispo, State of California filed in Book _____ of Maps at Pages _____ through _____, inclusive, in the Office of the County Recorder, County of San Luis Obispo, State of California.

Exhibit B
Legal Description "City Parcel"

Real property in the City of Paso Robles, County of San Luis Obispo, State of California, described as follows:

That portion of Parcel "B" of Parcel Map No. PRAL-90-259 as shown on the map filed in Book 51 of Parcel Maps at Page 51 within the City of Paso Robles, County of San Luis Obispo, State of California, as recorded in the Office of the County Recorder of said County, lying westerly of the following described line:

Beginning at a point on the northerly line of said Parcel "B", said point being S 89°57'33" E, a distance of 705.72 feet from the most westerly corner of said Parcel "B";

Thence S 41°18'41" E, a distance of 56.05 feet to a curve concave southwesterly having a radius of 950.00 feet;

Thence southeasterly and southerly along said curve through a central angle of 23°36'11", a distance of 391.35 feet;

Thence S 17°42'30" E, a distance of 941.59 feet to a curve concave westerly, having a radius of 850.00 feet;

Thence southerly along said curve through a central angle of 05°36'19", a distance of 83.16 feet;

Thence S 12°06'11" E, a distance of 267.48 feet to a curve concave northeasterly, having a radius of 950.00 feet;

Thence southerly and southeasterly along said curve through a central angle of 16°32'28", a distance of 274.26 feet;

Thence S 28°38'39" E, a distance of 70.63 feet to a curve concave southwesterly, having a radius of 850.00 feet;

Thence southeasterly and southerly along said curve through a central angle of 11°58'20", a distance of 177.61 feet;

Thence S 16°40'19" E, a distance of 308.33 feet to a curve concave northeasterly, having a radius of 1450.00 feet;

Thence Southerly and southeasterly along said curve through a central angle of 04°41'26", a distance of 118.71 feet;

Thence S 21°21'45" E, a distance of 281.91 feet to the southerly line of said Parcel "B".

APN: 025-541-001

EXHIBIT C-1
Legal Descriptions

Water Well Easement

That portion of land in the City of Paso Robles, County of San Luis Obispo, State of California described in Resolution No. 98-88 accepting Irrevocable Perpetual Offer to Dedicate for public park purposes, recorded in Document No. 1998-034512 of Official Records in the Office of the County Recorder, County of San Luis Obispo, State of California, described as follows:

Commencing at the northeast corner of the land described in said Document No. 1998-034512; thence, Southerly along the easterly line of the land described in said Document No. 1998-034512, South 41°18'41" East, a distance of 56.05 feet to a curve to the right having a radius of 950.00 feet; thence, Southerly along said curve through a central angle of 23°36'11", an arc distance of 391.35 feet; thence, South 17°42'30" East, a distance of 352.61 feet to the TRUE POINT OF BEGINNING; thence, Leaving said easterly line, South 73°10'40" West, a distance of 159.97 feet; thence, South 62°46'10" West, a distance of 77.37 feet; thence, North 27°13'50" West, a distance of 67.99 feet; thence, North 62°46'10" West, a distance of 55.00 feet; thence, South 27°13'50" East, a distance of 25.97 feet to a curve to the left having a radius of 15 feet; thence, Along said curve through a central angle of 79°35'30", an arc distance of 20.84 feet; thence, North 73°10'40" East, a distance of 174.43 feet to said easterly line; thence, Southerly along said easterly line, South 17°42'30" East, a distance of 25.00 feet to the TRUE POINT OF BEGINNING.

Excepting therefrom that portion lying easterly of the westerly line of the 60 foot wide public road (North River Road) as shown on Parcel Map No. PRAL-90-259 filed in Book 51 of Parcel Maps at Page 51 in the Office of the County Recorder, County of San Luis Obispo, State of California.

The parcel described contains 6,432 sq.ft. more or less and is graphically shown on Exhibit C-2.

Water Line Easement

A 15 foot wide strip of land in the City of Paso Robles, County of San Luis Obispo, State of California described in Resolution No. 98-88 accepting Irrevocable Perpetual Offer to Dedicate for public park purposes, recorded in Document No. 1998-034512 of Official Records in the Office of the County Recorder, County of San Luis Obispo, State of California, the easterly line of said strip of land being the westerly line of the 60 foot wide public road (North River Road) as shown on Parcel Map No. PRAL-90-259 filed in Book 51 of Parcel Maps at Page 51 in the Office of the County Recorder, County of San Luis Obispo, State of California.

The sidelines of said 15 foot wide strip of land to be extended or shortened to meet at angle points and to terminate at the north line of the land described in said Document No. 1998-034512 and the line described as "North 73°10'40" East, a distance of 174.43 feet" herein above in Water Well Easement.

The parcel described contains 12,287 sq.ft. more or less and is graphically shown on Exhibit C-2.

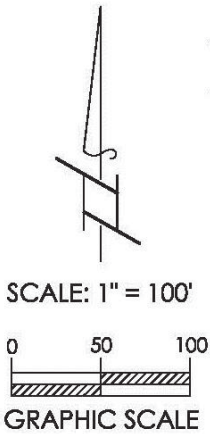
EXHIBIT C-2

POINT OF COMMENCEMENT
NORTHEAST CORNER OF THE LAND
DESCRIBED IN DOCUMENT NO. 1998-034512



PUBLIC PARK
TRACT 2457-1
22/MB/21-25

TRACT 2457-2
24/MB/90-93



PROPOSED WATER
LINE EASEMENT

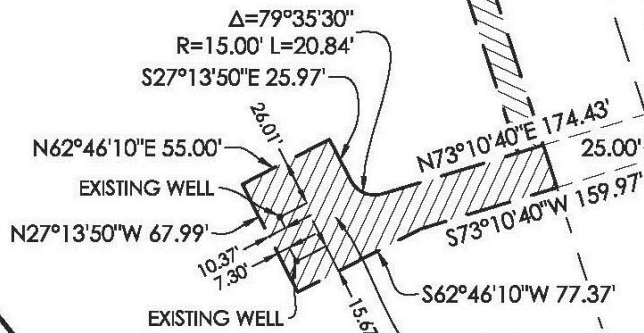
15' WATER LINE EASEMENT
EX. 60' PUBLIC ROAD PER 51/PM/51

NORTH RIVER RD.

DOCUMENT No. 1998-034512

SALINAS RIVER

TRUE POINT OF
BEGINNING



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