


RESOLUTION NO. 2401

RESOLUTION FOR ACCEPTANCE OF
AGREEMENT FOR OUTSIDE
WATER AND SANITARY WASTE SERVICE
TRACT 900

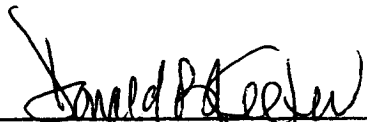
RESOLVED, that the Mayor and City Clerk of the City of El Paso de Robles be, and they are hereby authorized and directed to execute the within and foregoing Agreement, dated February 2, 1980 between DE VENDELS U.S.A, INCORPORATED, Owner and Subdivider and the CITY OF EL PASO DE ROBLES, a Municipal Corporation.

PASSED AND ADOPTED this 4th day of March, 1980.



BARNEY SCHWARTZ, MAYOR

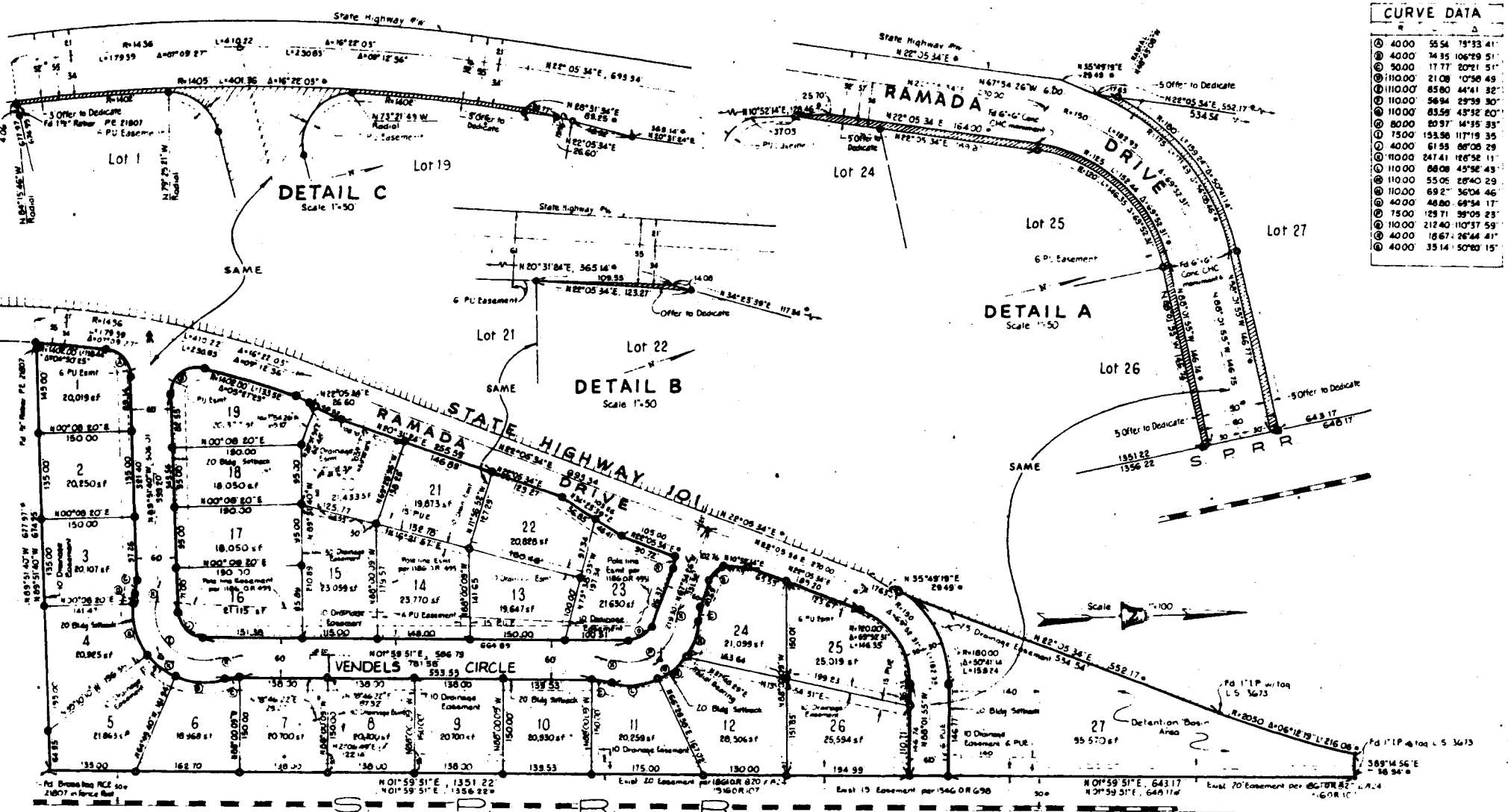
ATTEST:



DONALD B. KEEFER, CITY CLERK

CURVE DATA

①	40.00	55.54	19°33' 41"
②	40.00	74.35	106°29' 51"
③	50.00	17.77	20°21' 51"
④	110.00	21.08	10°58' 49"
⑤	110.00	85.80	44°41' 32"
⑥	110.00	56.94	29°59' 30"
⑦	80.00	83.59	43°32' 20"
⑧	75.00	153.56	117°19' 35"
⑨	40.00	61.53	88°00' 29"
⑩	110.00	247.41	128°52' 11"
⑪	110.00	68.08	45°58' 43"
⑫	110.00	55.05	28°40' 29"
⑬	40.00	69.27	36°04' 46"
⑭	40.00	46.80	68°54' 17"
⑮	75.00	123.71	59°05' 23"
⑯	110.00	212.40	110°37' 59"
⑰	40.00	18.67	26°44' 41"
⑱	40.00	35.14	50°20' 15"



BASE OF BEARINGS

The first line of Southern Pacific Railroad right of way as shown on 33 L.S. 14 bears N 31°59' 51" E.

NOTE: All Found Monuments are Per 33 L.S. 14

LEGEND

- Found Monument as noted
- Set 1" P. by tag L.S. 3673
- ⊙ Set Std County Mon in well
- ⊙ Measured and Record 33 L.S. 14
- No access to State Highway

Scale in Feet

118 7 478
SAN LUIS ENGINEERING, INC.
 P.O. Box 1127
 152 Bridge Street
 Arroyo Grande, Calif.
 93420
 Phone 405 449 6113

TRACT No. 900 PASO ROBLES INDUSTRIAL PARK

Being a division of portions of Lot 1, of Rancho Paso de Robles as recorded in Map Book A Page 167, and Lots D and E of Resubdivision of Lot C of Rancho Paso de Robles, County of San Luis Obispo, State of California

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

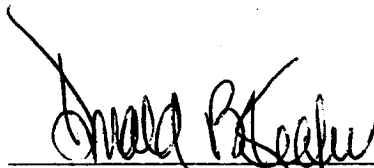
I, Donald B. Keefer, City Clerk of the
City of El Paso de Robles, California, do hereby certify that the
foregoing Resolution No. 2401 was duly and regularly adopted,
passed and approved by the City Council of the City of El Paso de Robles,
California, at a regular meeting of said City Council held at
the regular meeting place thereof, on the 4th day of March, 1980,
by the following vote:

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

NOES: Councilmen... None.....

ABSENT: Councilmen... None.....

Dated this 7th day of March, 1980.



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

AGREEMENT
FOR OUTSIDE WATER AND SANITARY WASTE SERVICE
TRACT NO. 900

This Agreement is made and entered into this 2 day of FEB,
1980, by and between the City of El Paso de Robles, California, a Municipal
Corporation, hereinafter called, "CITY" and De Vendels U.S.A., Inc., A
California Corporation, hereinafter called "DE VENDELS".

W I T N E S S E T H

WHEREAS, "DE VENDELS" is the owner/developer of the property shown on
Exhibit "A" more particularly described as Tract 900,, a portion of Lot 1 of the
Subdivision of the Rancho Paso De Robles in Maps Book A, Page 164; and

WHEREAS, "DE VENDELS" as part of the development of said Tract 900 , is
required to install a domestic water distribution system, fire hydrant services
and sanitary waste collection facilities in connection with the development
of said tract; and

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

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

1. "DE VENDELS" agrees to install said water distribution, fire hydrant,
sanitary waste collection 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. Subject to restrictions applied equally to all users of City sanitary waste treatment services, the City agrees to treat all sanitary waste and industrial waste originating in said tract at rates established by the City from time to time for outside City users of said waste treatment services.
4. The "CITY" shall have the right to charge water meter fees in addition to those fees specified in this agreement.
5. The "CITY" shall have the right to charge sewer and water connection 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 or sewer service.
6. "DE VENDELS" agrees to notify each purchaser of property within said tract that the owner or purchaser must make application to the City of Paso Robles for water and sanitary waste service prior to any development on any lot of said tract (this condition to terminate if said tract annexed to City).
7. "DE VENDELS" and "CITY" mutually agree that the water, fire facilities, sewer collection lines and related appurtenances will become the property of the City of Paso Robles for maintenance and operation after "CITY" has approved of said installations.
8. "DE VENDELS" agrees to pay for all expenses incurred by the "CITY" for inspection, plan review and administrative costs related to said water main, fire facility, and sanitary waste collection installations connected with said Tract 900.

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

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 hands as of the day and year first above-written.

DE VENDELS U.S.A., INC. "DE VENDELS"
A California Corporation

by [Signature]

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

by [Signature]
BARNEY SCHWARTZ, MAYOR

ATTEST:

[Signature]
DONALD B. KEEFER, City Clerk

TO 1945 CA (8-74)

(Corporation)

STATE OF CALIFORNIA

COUNTY OF San Luis Obispo } ss.

On February 14, 1980

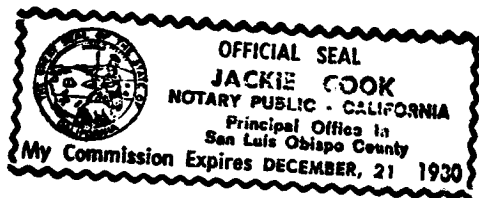
State, personally appeared G. M. Van Voorst before me, the undersigned, a Notary Public in and for said

known to me to be the _____ President, and _____

known to me to be _____ Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature [Signature]



STAPLE HERE ↑