

Recording Requested by  
and when recorded, return to:

City Clerk  
City of San Luis Obispo  
990 Palm Street  
San Luis Obispo, CA 93401

**DRAINAGE EASEMENT AGREEMENT (FOR MAINTENANCE)**

**APN 004-706-024**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Barbara Parsons Trust, as GRANTOR, hereby GRANTS to the City of San Luis Obispo, a Municipal Corporation and charter City, as GRANTEE, an irrevocable easement for drainage and maintenance purposes upon, over, under and across a portion of certain property described as *OPEN SPACE & CONSERVATION EASEMENT PER DOCUMENT 2012-018090* in the Office of the County Recorder, City of San Luis Obispo, County of San Luis Obispo, State of California. Said irrevocable easement offer is described as follows:

**See Exhibit A, attached hereto, for legal description and Exhibit B, attached hereto, for graphical depiction.**

This Drainage Easement Agreement (“Agreement”), dated for reference purposes as of \_\_\_\_\_, 2021, is hereby made by and between Barbara Parsons Trust (“Grantor”) and THE CITY OF SAN LUIS OBISPO, a public agency corporate and politic (“Grantee”).

#### Recitals

WHEREAS, Grantor is the owner of certain real property located in the City of San Luis Obispo, County of San Luis Obispo, State of California, described as OPEN SPACE AND AGRICULTUAL CONSERVATION EASEMENT (Doc. 2012018090).

WHEREAS, Grantor and Grantee enter into this Agreement for the purpose of Grantee’s receiving an easement for the purposes described below in this Agreement in that portion of OPEN SPACE AND AGRICULTUAL CONSERVATION EASEMENT (Doc. 2012018090) described in Exhibit A attached hereto (“Drainage Easement”). The Easement Area is graphically depicted in Exhibit B attached hereto.

NOW, THEREFORE, with regard to the foregoing Recitals and for good and sufficient consideration, the adequacy of which is acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants a nonexclusive easement to Grantee “THE CITY OF SAN LUIS OBISPO” to use the Easement Area for maintenance purposes as described herein. The easement granted herein consists of the following rights: (a) a right to maintain and repair the Easement Area in order to allow surface water drainage from private property, open space property, and public roadway to flow across the Easement Area; and (b) a right of access across property lines for the purpose of maintaining, inspecting and/or repairing the Easement Area.

2. **Restrictions on Grantor’s Use of Easement Area.** Grantor shall not: (a) cause or allow any obstructions, improvements, planting or other material to be placed within the Easement Area that would interfere with Grantee’s use thereof for drainage purposes or otherwise alter the direction of surface water flow through the Easement Area; (b) cause or allow a change in the slope of the surface of the ground within the Easement Area in a manner that would interfere with Grantee’s use thereof for drainage purposes or otherwise alter the direction of surface water flow through the Easement Area; or (c) cause or allow any other activity to take place that would interfere with Grantee’s use of the Easement Area for drainage purposes or otherwise alter the direction of surface water flow through the Easement Area.

3. **Entire Agreement.** This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed.

4. **Attorneys’ Fees.** In the event of any controversy, claim or dispute relating to or arising out of this Agreement or breach thereof, the prevailing party in any civil action shall be entitled to recover its reasonable expenses, including attorneys’ fees and costs.

5. **Covenants Running with the Land.** The easement and covenants herein contained shall be equitable servitudes and covenants running with the land in perpetuity.

6. **Successors and Assigns.** All of the provisions, agreements, rights, powers, covenants and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors, assigns, devisees, administrators, representatives, lessees and all other persons acquiring any interest in the property described by which this easement is created, whether by operation of law or any manner whatsoever.

7. **Amendment or Termination.** This Agreement may only be amended or terminated by an agreement in writing signed by all parties to this Agreement, or their successors in interest, and recorded in the Official Records of San Luis Obispo County, California. Any amendment or termination of this Agreement must also be approved in writing by the City of San Luis Obispo in order to be effective.

8. **Recitals and Exhibits.** The foregoing recitals and all exhibits attached hereto are hereby incorporated by reference into this Agreement as though they were fully set forth herein.

9. **Authority.** The undersigned, by their signatures below, represent and warrant that they are duly authorized to execute this Agreement.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Drainage Easement Agreement effective as of the date first written above.

**GRANTOR:**

**GRANTEE:**

Owner:  
Barbara Parsons Trust under agreement dated  
January 28, 2000.

THE CITY OF SAN LUIS OBISPO, a public  
agency corporate and politic

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Barbara Parsons, Trustee

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Jeanne Helphenstine

The Gary E. Esajian and Elene P. Esajian  
Family Trust Under Declaration of Trust  
dated June 29, 2006

By: \_\_\_\_\_  
Gary E. Esajian, Co-Trustee

By: \_\_\_\_\_  
Elene P. Esajian, Co-Trustee

**EXHIBIT "A"**  
**DRAINAGE EASEMENT**

All that certain real property situate in the City of San Luis Obispo, County of San Luis Obispo, State of California, located in the Southwest one-quarter of Section 6, Township 31 South, Range 13 East, M.D.B. & M., described as follows:

**COMMENCING** at a rebar and cap shown as set per record of survey filed September 29, 1998 in Book 77 of Licensed Surveys at Page 43, San Luis Obispo County Records at the intersection of the northerly line of Tank Farm Road and the southwesterly line of Orcutt Road;

thence from said **POINT OF COMMENCEMENT** along said northerly line North 89°22'42" West, 161.49 feet to the **TRUE POINT OF BEGINNING**;

thence from said **TRUE POINT OF BEGINNING** leaving said northerly line North 65°31'50" East, 47.05 feet;

thence northeasterly, along a tangent curve concave northwesterly having a radius of 44.00 feet, through a central angle of 77°56'48", an arc distance of 59.86 feet;

thence North 12°24'58" West, 58.58 feet;

thence North 73°46'55" East, 2.72 feet;

thence North 16°13'05" West, 1.66 feet;

thence North 29°09'04" West, 6.40 feet;

thence North 77°07'25" West, 10.15 feet;

thence South 12°52'35" West, 11.65 feet;

thence North 75°47'16" West, 22.44 feet;

thence southwesterly, along a tangent curve concave southeasterly having a radius of 44.56 feet, through a central angle of 106°32'40", an arc distance of 82.87 feet to a reverse curve;

thence southwesterly, along said reverse curve concave northwesterly having a radius of 25.00 feet, through a central angle of 34°01'34", an arc distance of 14.85 feet to a reverse curve;

thence southwesterly, along said reverse curve concave southeasterly having a radius of 204.05 feet, through a central angle of 21°23'02", an arc distance of 76.16 feet to the northerly line of said Tank Farm Road;

thence along said northerly line South 89°22'42" East, 66.56 feet to the **TRUE POINT OF BEGINNING**.

Containing 12,986 square feet or 0.30 acres more or less.

The basis of bearings for this legal description is identical to that of the map of Tract 3063-Phase 1, filed April 9, 2018 in Book 37 of Maps at Pages 59 through 71, San Luis Obispo County Records.

*B R H*

5-19-21

Brian R. Howard

PLS 7250

Date



DRAFT

# EXHIBIT "B"



*B R H*

5-19-21

BRIAN R. HOWARD PLS 7250 DATE

W'LY LINE OF PARCEL  
3 OF 365 OR 457

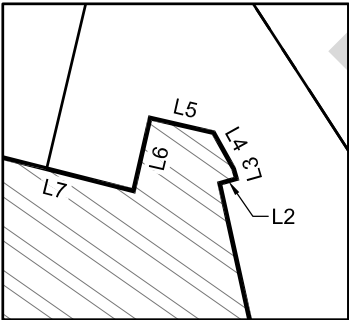
35' WIDE PUBLIC ROAD AND SLOPE EASEMENT  
PER INST 1997-055770, 1997-038137

CITY LIMITS PER  
DOC. 2011-057820

COUNTY OF SAN LUIS OBISPO  
CITY OF SAN LUIS OBISPO

ORCUTT ROAD

LOT 170  
TRACT 3063-PHASE 1  
37 MAP 59-71  
OPEN SPACE & AGRICULTURAL  
CONSERVATION EASEMENT  
DOC. 2012-018090

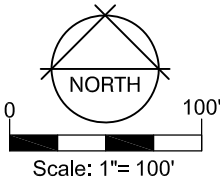


DETAIL  
SCALE: 1"=30'

PORTION PARCEL 4  
365 OR 457

DRAINAGE EASEMENT  
ACQUISITION  
12,986 FT<sup>2</sup>  
0.30 AC.

POINT OF  
COMMENCEMENT  
FOUND REBAR  
WITH CAP



Scale: 1"= 100'

N89°27'10"W 418.55'

79.46'

N89°22'42"W

307.51'

161.49'

TANK FARM ROAD

TRUE POINT OF  
BEGINNING

SHEET 1 OF 1  
11151202 2460

5/19/2021 4:42 PM J:\PRJ\2460\2460LG004.DWG

# DRAINAGE EASEMENT CITY OF SAN LUIS OBISPO, CA



330 Hartnell Avenue, Suite B  
Redding, CA 96002 USA  
T 1 530 242 1700 W www.ghd.com

May 19, 2021  
2460LG004.dwg

| Line Table |             |        |
|------------|-------------|--------|
| Line #     | Direction   | Length |
| L1         | N12°24'58"W | 58.58' |
| L2         | N73°46'55"E | 2.72'  |
| L3         | N16°13'05"W | 1.66'  |
| L4         | N29°09'04"W | 6.40'  |
| L5         | N77°07'25"W | 10.15' |
| L6         | S12°52'35"W | 11.65' |
| L7         | N75°47'16"W | 22.44' |

| Curve Table |           |        |        |
|-------------|-----------|--------|--------|
| Curve #     | Delta     | Radius | Length |
| C1          | 77°56'48" | 44.00' | 59.86' |
| C2          | 34°01'34" | 25.00' | 14.85' |

J:\PRJ\2460\2460LG004.DWG 5/19/2021 4:41 PM

SHEET 2 OF 2  
11151202 2460

## DRAINAGE EASEMENT CITY OF SAN LUIS OBISPO, CA



330 Hartnell Avenue, Suite B  
Redding, CA 96002 USA  
T 1 530 242 1700 W www.ghd.com

May 19, 2021  
2460LG004.dwg