

WATER MONITORING FACILITIES TRANSFER AGREEMENT

BY AND BETWEEN

THE CITY OF EL PASO DE ROBLES, CALIFORNIA

AND

[INSERT TRANSFEREE NAME]

This Water Monitoring Facilities Transfer Agreement (“Agreement”) is dated for reference purposes as of this ____ day of _____, 20__, by and between the City of El Paso de Robles, California, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 1000 Spring Street, Paso Robles, CA 93446 (“City”), and _____ a _____ (“Transferee”). City and Transferee are referred to collectively as “parties.”

RECITALS

- A. On or about March 26, 2020, the City entered into an agreement with The Bay Foundation of Morro Bay to install a network of monitoring wells and stream gages on the Salinas River and its major tributaries within the Paso Robles Groundwater Basin (“Project”).
- B. The Project includes, but is not limited to, installation of up to three (3) monitoring wells (“Monitoring Wells”) on private property and up to three (3) stream gages (“Gages”) within the County of San Luis Obispo’s (“County”) public right of way. The Monitoring Wells and Gages are depicted in **Exhibit A** to this Agreement, which is incorporated herein by this reference.
- C. The Monitoring Wells are located on private property pursuant to an easement agreement between the City and the owner of each respective property (each an “Easement”).
- D. Upon completion of the Project, the City intends to transfer ownership of the Monitoring Wells and Gages to Transferee and to assign the Easement related to each Monitoring Well to Transferee, and Transferee intends to accept ownership of the Monitoring Wells and Gages and to accept the Easement related to each Monitoring Well from City.
- E. The parties intend to set forth the terms under which transfer of the Monitoring Wells, Gages, and Easements will take place.

Remainder of page intentionally blank.

AGREEMENT

NOW THEREFORE, in light of the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Intent to Transfer and Accept Monitoring Wells and Gages.**

Within thirty (30) days after completion of the Project, City agrees to transfer the Monitoring Wells and Gages to Transferee at no cost pursuant to a Bill of Sale substantially similar to **Exhibit B** attached hereto and incorporated here by this reference, and Transferee agrees to accept such transfer.

2. **Intent to Assign and Accept Easements.**

Concurrent with the transfer described in Paragraph 1, City agrees to assign the Easement related to each Monitoring Well to Transferee at no cost and Transferee agrees to assume such assignment pursuant to an Assignment of Easements substantially similar to **Exhibit C** attached hereto and incorporated herein by this reference and Transferee agrees to accept such transfer.

3. **Miscellaneous.**

3.1 Authority. Each of the signatories hereto represents and warrants to the other parties that it is authorized to execute this Agreement and that the obligations of the party on whose behalf it signs have been authorized by all requisite corporate action, as appropriate.

3.2 Integration. This Agreement sets forth the entire understanding and Agreement of the parties with respect to the matters set forth herein. Neither of the parties has relied upon any oral or written representation or oral or written information given to it by any representative of the other party.

3.3 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

3.4 Binding Effect. This Agreement shall bind and inure to the benefit of the parties' successors and permitted assigns.

3.5 Remedies. ~~The provisions of this Agreement are expressly declared to be for the benefit of the City. The City~~ Either party may bring an action to obtain specific performance of this Agreement and may recover its costs, including attorney fees, incurred in bringing such action.

3.6 Construction of Agreement. This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be

construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

3.7 Amendment/Modification. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless in writing and signed by both parties.

3.8 Governing Law/Venue. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California. The parties agree that any litigation or arbitration regarding this Agreement will be brought in the courts of the County of San Luis Obispo, California.

3.9 Attorneys' Fees. In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.

3.10 Counterparts. This Agreement may be executed in counterparts and when so executed by the parties, shall become binding upon them and each such counterpart will be an original document.

IN WITNESS WHEREOF, the parties hereto have executed this Water Monitoring Facilities Transfer Agreement as of the last date set forth below.

**CITY OF EL PASO DE ROBLES,
a California municipal corporation**

[INSERT NAME OF TRANSFEREE]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Approved as to form

Approved as to form

By: _____

By: _____

Kimberly Hood, City Attorney,
City of El Paso de Robles, California

Name: _____

Title: _____

EXHIBIT A

to

Water Monitoring Facilities Transfer Agreement

Monitoring Wells and Gages

See Attached

EXHIBIT B

to

Water Monitoring Facilities Transfer Agreement

Bill of Sale

See Attached

Bill of Sale

City of El Paso de Robles, California (“City”) hereby transfers and delivers to _____ (“Transferee”) and Transferee hereby accepts all of City’s right, title and interest in and to those certain monitoring wells and stream gages, as set forth in Attachment 1 to this Bill of Sale, which is incorporated herein by reference.

**CITY OF El Paso de Robles,
a California municipal corporation**

[INSERT NAME]

By: _____

Tom Frutchey
City Manager

By: _____

Name: _____

Date: _____

Title: _____

Attest:

Date: _____

City Clerk

Attachment 1
to
Bill of Sale
Monitoring Wells and Stream Gages

See Attached

EXHIBIT C
to
Water Monitoring Facilities Transfer Agreement

Assignment and Assumption Agreements

See Attached

RECORDING REQUESTED BY:

City of El Paso de Robles

WHEN RECORDED MAIL TO:

City of El Paso de Robles
1000 Spring Street
Paso Robles, CA 93446
Attn: City Clerk

Space above this line for Recorder's Use

ASSIGNMENT OF EASEMENTS

Exempt from Recording Fees per Govt. Code §27383

Exempt from Documentary Transfer Tax per Revenue &
Taxation Code §11922

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CITY OF EL PASO DE ROBLES, a California municipal corporation ("GRANTOR"), hereby assigns to [INSERT GRANTEE NAME], a California public agency ("GRANTEE"), all of its right title and interest in all of the easements, as described more fully in Attachment 1 attached hereto ("EASEMENTS").

Dated: _____, CITY OF EL PASO DE ROBLES,
a California municipal corporation

By: _____
Name: _____
Title: _____

NOTARY ACKNOWLEDGEMENT ATTACHED

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me,
(insert name and title of the officer)

personally appeared _____,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____(Seal)

Attachment 1
To
Assignment of Easements
EASEMENTS
See Attached

[INSERT NAME OF GRANTEE]

CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance pertains to the interests in real property conveyed by the Assignment of Easements to which this Certificate of Acceptance is attached,

from: **City of El Paso de Robles, California (“Grantor”)**

to: **[insert name of grantee] (“Grantee”)**

Said Assignment of Easements is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority conferred by the Grantee’s governing board on [REDACTED], and Grantee hereby consents to recordation of said Assignment of Easements.

Dated: _____

[INSERT NAME OF GRANTEE]

By: _____

Name: _____

Title: _____

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<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	12