



Special Meeting of the Winters City Council
City Council Chambers
318 First Street

Wednesday, September 23, 2015

7:00 a.m.

AGENDA

Members of the City Council

*Cecilia Aguiar-Curry, Mayor
Woody Fridae, Mayor Pro-Tempore
Harold Anderson
Wade Cowan
Pierre Neu*

*John W. Donlevy, Jr., City Manager
Ethan Walsh, City Attorney
Nanci Mills, City Clerk*

PLEASE NOTE – The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Councilmembers. Public comments time may be limited and speakers will be asked to state their name.

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

At this time, any member of the public may address the City Council on matters, which are not listed on this agenda. Citizens should reserve their comments for matter listed on this agenda at the time the item is considered by the Council. An exception is made for members of the public for whom it would create a hardship to stay until their item is heard. Those individuals may address the item after the public has spoken on issues that are not listed on the agenda. Presentations may be limited to accommodate all speakers within the time available. Public comments may also be continued to later in the meeting should the time allotted for public comment expire.

CONSENT CALENDAR

All matters listed under the consent calendar are considered routine and non-controversial, require no discussion and are expected to have unanimous Council support and may be enacted by the City Council in one motion in the form listed below. There will be no separate discussion of these items. However, before the City Council votes on the motion to adopt, members of the City Council, staff, or the public may request that specific items be removed from the Consent Calendar for separate discussion and action. Items(s) removed will be discussed later in the meeting as time permits.

- A. None

PRESENTATIONS

DISCUSSION ITEMS

1. Acceptance of Certain Grant Deeds and Easement Deeds by the City; Execution of Certain Grant Deeds and Quitclaim Deeds by the City, and Termination of Certain Existing Agreements, in furtherance of the Winters PG&E Gas Operations Technical Training Center (GOTTC or Training Center) Project
2. Consideration of Right of Entry and License Agreement with Pacific Gas and Electric Company

CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS
COMMUNITY DEVELOPMENT AGENCY

1. None

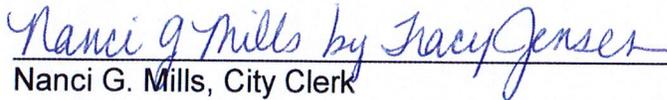
CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the September 23, 2015 special meeting of the Winters City Council was posted on the City of

Winters website at www.cityofwinters.org and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on September 17, 2015, and made available to the public during normal business hours.


Nanci G. Mills, City Clerk

Questions about this agenda – Please call the City Clerk's Office (530) 794-6701. Agendas and staff reports are available on the city web page www.cityofwinters.org/administrative/admin_council.htm

General Notes: Meeting facilities are accessible to persons with disabilities. To arrange aid or services to modify or accommodate persons with disability to participate in a public meeting, contact the City Clerk.

Staff recommendations are guidelines to the City Council. On any item, the Council may take action, which varies from that recommended by staff.

The city does not transcribe its proceedings. Anyone who desires a verbatim record of this meeting should arrange for attendance by a court reporter or for other acceptable means of recordation. Such arrangements will be at the sole expense of the individual requesting the recordation.

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*View on the internet: www.cityofwinters.org/administrative/admin_council.htm
Any attachments to the agenda that are not available online may be viewed at the City Clerk's Office or locations where the hard copy packet is available.*

Email Subscription: You may contact the City Clerk's Office to be placed on the list. An agenda summary is printed in the Winters Express newspaper.

City Council agenda packets are available for review or copying at the following locations:

Winters Library – 708 Railroad Avenue

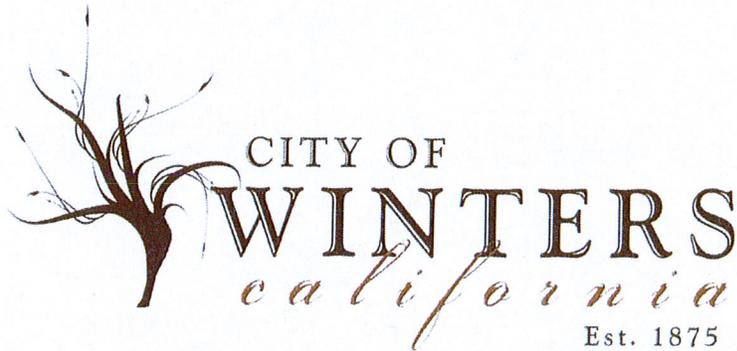
City Hall – Finance Office - 318 First Street

During Council meetings – Right side as you enter the Council Chambers

City Council meetings are televised live on City of Winters Government Channel 20 (available to those who subscribe to cable television) and replayed following the meeting.

Wednesday at 10:00 a.m.

Videotapes of City Council meetings are available for review at the Winters Branch of the Yolo County Library.



TO: Honorable Mayor and Council Members

DATE: September 23, 2015

THROUGH: John W. Donlevy, Jr., City Manager

FROM: Ethan Walsh, City Attorney

SUBJECT: Acceptance of Certain Grant Deeds and Easement Deeds by the City; Execution of Certain Grant Deeds and Quitclaim Deeds by the City, and Termination of Certain Existing Agreements, in furtherance of the Winters PG&E Gas Operations Technical Training Center (GOTTC or Training Center) Project

RECOMMENDATION

Staff recommends that the City adopt the following resolutions:

1. Resolution No. 2015-43: A Resolution of the City Council of the City of Winters Accepting Easement and Grant Deeds Conveyed to the City of Winters Pursuant to Parcel Map Numbers 5086 and 5097
2. Resolution No. 2015-44: A Resolution of the City Council of the City of Winters Authorizing the Mayor to Execute Certain Quitclaim Deeds and Grant Deed on Behalf of the City in furtherance of the Abandonment of Property Interests Pursuant to Parcel Map Numbers 5086 and 5097
3. Resolution No. 2015-45: A Resolution of the City Council of the City of Winters Approving the Termination and Partial Termination of Certain Public Infrastructure Agreements and Subdivision Improvement Agreement and Guaranty

BACKGROUND

On July 7 and July 20 2015, the City Council approved land use entitlements required for the development of the Pacific Gas and Electric Gas Operations Technical Training Center ("GOTTC"). As one of the conditions of those entitlements, and in order to take title to the property that is intended to be developed as the GOTTC, PG&E was required to process two parcel maps to configure the property as necessary to develop the GOTTC, and make certain dedications of property interests to the City in compliance with the development entitlements.

In accordance with those development entitlements, PG&E has prepared the required final parcel maps, and submitted them to the Planning Commission for consideration on September 22, 2015. In the event that the Planning Commission approves the parcel maps, there are certain steps that the City will need to take in order for the parcel maps to be recorded and for PG&E to take title to the property upon which the GOTTC will be developed. This report outlines the recommended steps that the City Council would need to take. If the Planning Commission does not approve the proposed parcel maps at its September 22, 2015 meeting, then the City will continue these items to a later date.

The two parcel maps to be considered by the Planning Commission require that certain easements be dedicated to the City for sidewalks, emergency access, public utilities, and other public uses. Further, certain property adjacent to the proposed GOTTC is required to be dedicated to the City for open space and drainage facilities that will be constructed adjacent to the GOTTC. The City's Subdivision Ordinance requires that any dedications of real property interests must be made to the City by deed, and the City Council is required to accept all deeds conveying real property to the City. Therefore, the City Council must accept the easements and grants of real property before the deed may be recorded and those interests can be conveyed to the City in accordance with the requirements of the parcel maps and the development entitlements for the GOTTC. The first resolution accepts these conveyances of property, so the applicable deeds can be executed by the Mayor and recorded.

Further, the parcel maps reconfigured certain public utility and emergency access easements that existed on the GOTTC property to account for the proposed design of the GOTTC, eliminated the right of way through the GOTTC property that would have become Baker Street. These property interests can be abandoned through notation on the parcel maps, but in order to clarify that the City no longer has an interest in these abandoned easements and right of way, the City and PG&E have prepared quitclaim deeds and a grant deed to remove those property interests from the County title records. The second resolution approves a Grant Deed and Quitclaim Deeds to confirm that the City has abandoned these easements and right of way.

Finally, there are four additional agreements that have been recorded against the GOTTC property that should be terminated and removed from title as no longer applicable to this Property. The City entered into two Public Infrastructure Agreements with the Jordan and McClish families respectively, pursuant to which the property owners granted certain public

utility easements to the City and the City committed to constructing certain improvements to the City's sewer and water systems, subject to reimbursement from the benefitted property owners. The easements that were granted by the Public Infrastructure Agreements have been relocated as part of the approval of the two Parcel Maps, and the public improvements contemplated by those Agreements have been constructed by the City. City staff has calculated the pro rata share of the costs of these improvements on a per acre basis, and PG&E is required to pay its share of costs based on the property to be developed as the GOTTC and the property being dedicated to the City for open space and drainage improvements. As a result, these Public Infrastructure Agreements are no longer necessary and can be terminated as they apply to the GOTTC and City property. The McClish family will still be responsible for their pro rata share for the remainder property and the Public Infrastructure Agreement will remain in effect as to their property.

The City also entered into a Subdivision Improvement Agreement and an Agreement requiring compliance with Fish and Game Code Section 2081 in connection with a prior subdivision that was never developed. These agreements are no longer necessary, since they are inconsistent with the development of the GOTTC.

The third resolution approves the termination and release of the Jordan Public Infrastructure Agreement, the Subdivision Improvement Agreement and the Guaranty Agreement, and the partial termination of the McClish Public Infrastructure Agreement, as it applies to the property that is being conveyed to PG&E and the City.

FISCAL IMPACT

No fiscal impact. These steps are a necessary step in ensuring that the Parcel Maps may be recorded, and that PG&E can take title to the property to be developed as the GOTTC.

ATTACHMENTS

- A) Resolution No. 2015-43
- B) Resolution No. 2015-44
- C) Resolution No. 2015-45
- D) Map showing location of easements and right of way being conveyed to and abandoned by City

RESOLUTION NO. 2015-43

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS ACCEPTING
EASEMENT AND GRANT DEEDS CONVEYED TO THE CITY OF WINTERS
PURSUANT TO PARCEL MAP NUMBERS 5086 AND 5097**

WHEREAS, in order to maintain and upgrade public facilities, and provide access and utility service and other services within the City of Winters, it is sometimes necessary to obtain rights of way, easements and grants of from private property owners that subdivide their property; and

WHEREAS, the City of Winters Municipal Code (16.12.010 Dedication of Streets and Easements) requires a subdivider to dedicate or make an irrevocable offer of dedication of all parcels of land within the subdivision that are needed for streets, alleys, including access rights and abutters' rights, drainage, public utility easements, and other public easements, and that such dedications of land for said purposes shall be made by deed to the City; and

WHEREAS, the City's Planning Commission on September 22, 2015 conditionally approved Parcel Map Nos. 5086 and 5097, which provide for the subdivision of certain land in the City of Winters that is being developed as the Pacific Gas and Electric Winters Gas Operations Technical Training Center (the "Parcel Maps"); and

WHEREAS, said Parcel Maps include the dedication of certain easements and grant of fee title in property to the City as more specifically set forth in (1) the Easement Deed from Lauri McClish, Kathi Petersen, Martin J. Newkom and Nancy C. Newkom, James N. McClish and Gwen E. Bertinoia to the City of Winters, attached hereto as Exhibit A and incorporated herein by this reference (the "McClish Easement Deed"), (2) the Easement Deed from Pacific Gas and Electric Company to the City of Winters, attached hereto as Exhibit B and incorporated herein by this reference (the "PG&E Easement Deed"), (3) the Grant Deed from Lauri McClish, Kathi Petersen, Martin J. Newkom and Nancy C. Newkom, James N. McClish and Gwen E. Bertinoia to the City of Winters, attached hereto as Exhibit C and incorporated herein by this reference (the "McClish Grant Deed"), and (4) the Grant Deed from Pacific Gas and Electric Company to the City of Winters, attached hereto as Exhibit D and incorporated herein by this reference (the "PG&E Grant Deed"); and

WHEREAS, the City Council desired to accept the interest in real property conveyed by the McClish Easement Deed, the PG&E Easement Deed, the McClish Grant Deed and the PG&E Grant Deed;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that the City hereby accepts the interests in real property conveyed by (1) the McClish Easement Deed attached hereto as Exhibit A, (2) the PG&E Easement Deed attached hereto as Exhibit B, (3) the

McClish Grant Deed attached hereto as Exhibit C, and (4) the PG&E Grant Deed attached hereto as Exhibit D. The form of the deeds may be subject to minor, non-substantive amendment as approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to execute the Certificate of Acceptance for each of the above referenced deeds on behalf of the City, and take such other actions as are necessary to carry out the direction as set forth in this Resolution

PASSED AND ADOPTED by the City Council of the City of Winters, on this 23rd day of September, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk

EXHIBIT A

MCCLISH EASEMENT DEED

RECORDING REQUESTED BY AND RETURN TO:

City Clerk
City of Winters
318 First Street
Winters, CA 95694

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

EASEMENT DEED

LAURI MCCLISH, a widow, as to an undivided 13% interest; **KATHI PETERSEN**, who acquired title as "Dawn Pedersen, Public Guardian, as Conservator for the Estate of Kathi Petersen, pursuant to State of Alaska First Judicial Council Superior Court Case No. IJU-04-9-PR-C," as to an undivided 13% interest; **MARTIN J. NEWKOM** and **NANCY C. NEWKOM**, as Trustees of the Newkom Family Living Trust dated Sept. 27, 1991, as to an undivided 37% interest; **JAMES N. McCLISH** and **GWEN E. BERTINOIA**, as Co-Trustees of the McClish Family Trust A, established June 1, 2010, as to an undivided 37% interest, hereinafter called Grantors, hereby grants to the **CITY OF WINTERS**, a municipal corporation, hereinafter called Grantee, the following easements for public use, described as follows:

(a portion of APN: 038-070-037, 038-070-038, 039-070-039)

A portion of those certain parcels of land situated in the Northeast quarter of Section 22 of Township 8 North, Range 1 West, Mount Diablo Base and Meridian, recorded as Document #2015-0009371 of Deeds of the County of Yolo, State of California, particularly described therein as follows:

1. A permanent easement for the construction and maintenance of a sidewalk for public use, over, along, upon, under, and across an area twelve (12) feet in width including the right from time to time to trim and cut down and clear away or otherwise control any trees or brush and described as follows:

See EXHIBIT "A" attached hereto and made a part hereof for a full legal description.

2. A permanent easement for emergency vehicle access purposes and underground public utility purposes including electric, gas, communication facilities and all other public utility purposes, together with any and all appurtenances thereto, over, along, upon, under, and across an area thirty five (35) feet in width, including the right from time to time to trim and cut down and clear away or otherwise control any trees or brush and described as follows:

See EXHIBIT "B" attached hereto and made a part hereof for a full legal description.

3. A permanent easement for underground public utility purposes including electric, gas, communication facilities and all other public utility purposes, over, along, upon, under, and across an area ten (10) feet in width, together with any and all appurtenances thereto, including the right from time to time to trim and cut down and clear away or otherwise control any trees or brush and described as follows:

See EXHIBIT "C" attached hereto and made a part hereof for a full legal description.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Lauri McClish

Lauri McClish

Dated: _____, _____.

Kathi Petersen

Kathi Petersen, who acquired title as "Dawn Pedersen, Public Guardian, as Conservator for the Estate of Kathi Petersen, pursuant to State of Alaska First Judicial Council Superior Court Case No. IJU-04-9-PR-C"

Dated: _____, _____.

Martin J. Newkom

Martin J. Newkom, Co-Trustee of the Newkom Family Living Trust dated Sept. 27, 1991

Dated: _____, _____.

Nancy C. Newkom

Nancy C. Newkom, Co-Trustee of the Newkom
Family Living Trust dated Sept. 27, 1991

Dated: _____, _____.

James N. McClish

James N. McClish, Co-Trustee of the McClish
Family Trust A, established June 1, 2010

Dated: _____, _____.

Gwen E. Bertinoia

Gwen E. Bertinoia, Co-Trustee of the McClish
Family Trust A, established June 1, 2010

Dated: _____, _____.

“This conveyance is accepted by the undersigned on behalf of the City of Winters pursuant to City Council
Resolution _____, recorded (date: _____), in the Recorder’s Offices of the aforesaid County and State.”

Dated: _____

Signed: _____

Nanci Mills, City Clerk Winters

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, _____,
Here 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 of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

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State of California
County of _____)

On _____, before me, _____,
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personally appeared _____

_____ ,
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State of California
County of _____)

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State of California
County of _____)

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

personally appeared _____

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State of California
County of _____)

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

personally appeared _____

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- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

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STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

Subscribed, sworn to and acknowledged before me by _____, on this ____ day of _____, 2015.

Notary Public in and for Alaska

My Commission Expires: _____

EXHIBIT 'A'
LEGAL DESCRIPTION of 12' SIDEWALK EASEMENT

That portion of real property situated in the City of Winters, County of Yolo, State of California, and being a portion of Lots 12 and 13, "Waldmar's Survey of Rancho Rio De Los Putos" more particularly described as follows:

Strip #1:

Beginning at the western most corner of Parcel No. 3, as shown on Parcel Map No. 4057, filed in Book 11 of Parcel Maps at Page 15, Yolo County Records, Thence southeasterly, along the west line of said Parcel No. 3 South 28°57'15" East, a distance of 12.03 feet;

Thence, leaving said west line and running westerly, 12 feet south of and parallel with the Southerly line established in the Deed to the State of California, conveying a strip of land, Recorded March 15, 1979 in Book 1356, Page 731, Yolo County Official Records, South 65°06'57" West, a distance of 527.95 feet to a point on the Northerly line, established by the Grant Deed conveying fee title to the City of Winters, recorded as instrument number 2009-0025459, on August 02, 2009, Yolo County Records;

Thence, northeasterly along said Northerly line North 20°01'01" East, a distance of 16.94 feet to a point on the Southerly line of the previously described strip of land in the Deed to the State of California;

Thence easterly, along said line North 65°06'57" East, a distance of 515.14 feet to the Point of Beginning.

Strip #2:

Commencing at the western most corner of Parcel No. 3, as shown on Parcel Map No. 4057, filed in Book 11 of Parcel Maps at Page 15, Yolo County Records, Thence westerly along the Southerly line established in the Deed to the State of California, conveying a strip of land, Recorded March 15, 1979 in Book 1356, Page 731, Yolo County Official Records, South 65°06'57" West a distance of 711.17 feet to the **Point of Beginning**;

Thence, from the **Point of Beginning**, leaving said Southerly line South 24°57'27" East a distance of 12.00 feet; Thence, westerly, 12 feet south of said line, and parallel with said line, South 65°06'57" West a distance of 133.45 feet; Thence, parallel with the Westerly line of said strip of land North 24°11'24" West a distance of 10.00 feet to a point 12.00 feet south of the Southerly line of Parcel No. 1, conveyed to the State of California, Recorded December 21, 1959, in Book 591, Page 334, Yolo County Official Records;

Thence, westerly, 12 feet south of and parallel with said Southerly line, South 65°06'57" West a distance of 193.43 feet to a point on the easterly line of the land shown on Parcel Map No. 3520, recorded in Book 8 of Parcel Maps at Page 51, Yolo County Records;

Thence, northerly along said easterly line North 25°05'40" West a distance of 12.00 feet to a point on the Southerly line of said Parcel No. 1;

Thence, easterly along said Southerly line North $65^{\circ}06'57''$ East a distance of 205.62 feet to the Northwest corner of the previously described strip of land to the State of California in said Book 1356 of said County Records at page 731;

Thence, along said strip of land through the following courses: South $24^{\circ}11'24''$ East a distance of 10.00 feet; North $65^{\circ}06'57''$ East a distance of 121.29 feet to the Point of Beginning.

The bearing of South $25^{\circ}04'41''$ East, as shown for the centerline of Wild Rose Lane, on Tract No. 4073, Putah Creek Hamlet No. 1, filed in Book 20 of Maps at Page 12, Yolo County Records, is used as the Basis for this legal description.

Containing 0.24 Acres Total, more or less.

Jonathan P. Shattuck, PLS 8940

Date

LEGEND



- EXISTING PROPERTY LINE
- - - - - PROPOSED PROPERTY LINE PER THIS EXHIBIT
- SURVEYED CENTERLINE OF PUTAH CREEK
- - - - - EASEMENT LIMITS
- FOUND AND ACCEPTED MONUMENT AS DESCRIBED
- (100.00') RECORD DATA PER PARCEL MAP NO. 4057, FILED IN BOOK 11 OF PARCEL MAPS AT PAGE 15, YOLO COUNTY RECORDS
- ((100.00')) RECORD DATA PER RECORD OF SURVEY FILED IN BOOK 2007, PAGE 138, BOOK OF MAPS, YOLO COUNTY RECORDS
- [100.00'] RECORD DATA PER GRANT DEED, RECORDED AUGUST 17, 2001, AS INSTRUMENT NO. 2001-0029265, YOLO COUNTY RECORDS
- {100.00'} RECORD DATA PER TRACT NO. 4073, PUTAH CREEK HAMLET NO. 1, FILED IN BOOK 20 OF MAPS AT PAGE 12, YOLO COUNTY RECORDS
- <100.00'> RECORD DATA PER GRANT DEED RECORDED AUGUST 07, 2009, INSTRUMENT NO. 2009-0025459, YOLO COUNTY RECORDS

BASIS OF BEARINGS: THE BEARING OF S 25°04'41" E, AS SHOWN FOR THE CENTERLINE OF WILD ROSE LANE ON TRACT NO. 4073, PUTAH CREEK HAMLET NO. 1, FILED IN BOOK 20 OF MAPS AT PAGE 12, YOLO COUNTY RECORDS, IS USED AS THE BASIS FOR THIS MAP.

ITEMS AFFECTING THE LAND

NOTE 1: STRIP OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED, RECORDED MARCH 15, 1979 IN BOOK 1356, PAGE 731, YOLO COUNTY OFFICIAL RECORDS.

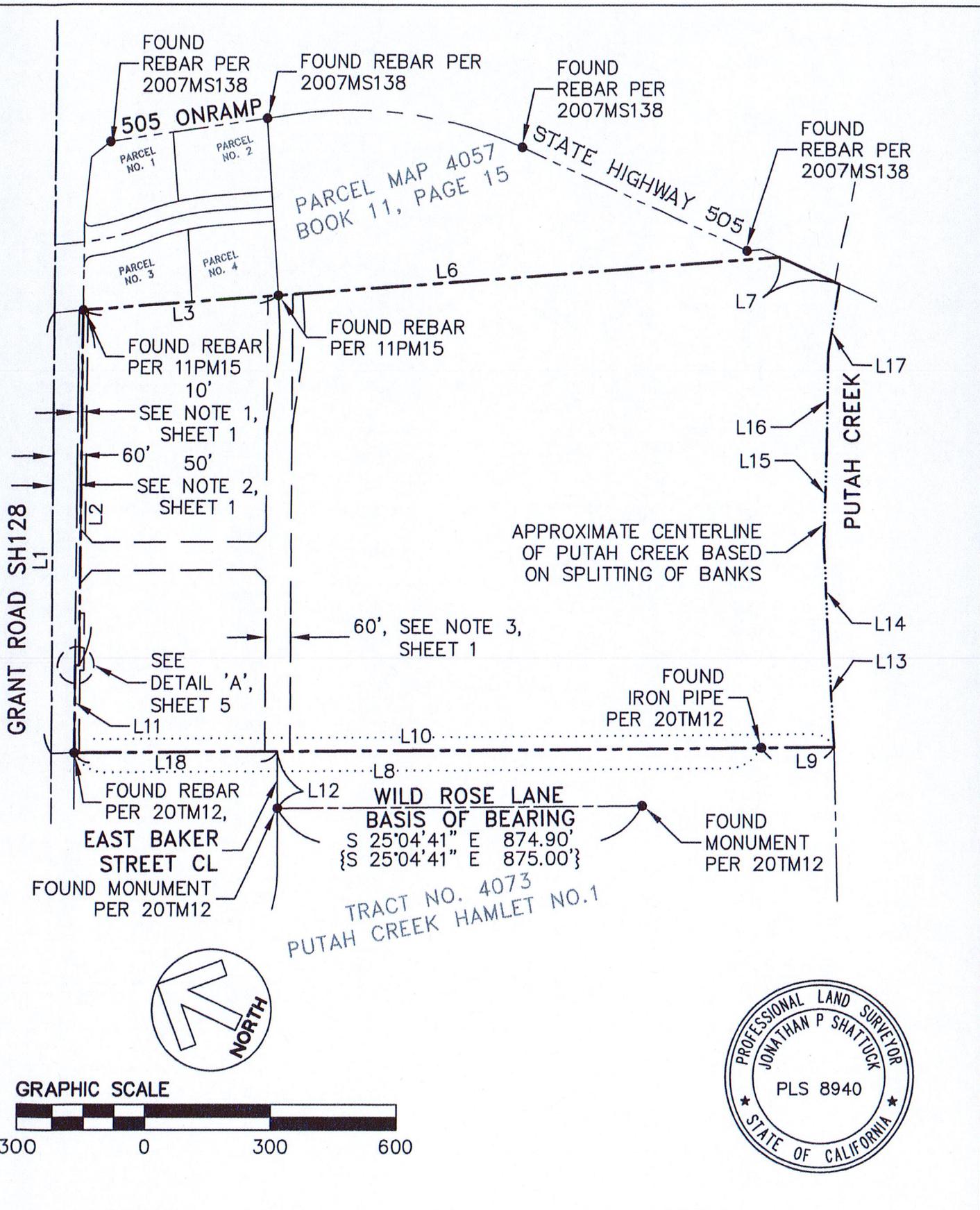
NOTE 2: STRIP OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED, RECORDED DECEMBER 21, 1959 IN BOOK 591, PAGE 334, YOLO COUNTY OFFICIAL RECORDS.

NOTE 3: RIGHT-OF-WAY AND PUE, DEDICATED TO THE CITY OF WINTERS, IN FEE, DATED AUGUST 07, 2009, AS INSTRUMENT NO. 2009-0025459-00, YOLO COUNTY RECORDS.



980 9TH ST
SUITE 1770
SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

Subject EXHIBIT 'A'
12' SIDEWALK EASEMENT
Job No. 20128012-12
By JPS Date 09/15/15 Chkd. JPS
SHEET 1 OF 5



980 9TH ST
 SUITE 1770
 SACRAMENTO, CA 95814
 916-556-5800
 916-556-5899 (FAX)

Subject EXHIBIT 'A'
12' SIDEWALK EASEMENT
 Job No. 20128012-12
 By JPS Date 09/15/15 Chkd. JPS
 SHEET 2 OF 5



POINT OF BEGINNING FOR STRIP #1

12.03'

N 28°57'15" W

1256 O.R. 731

591 O.R. 334

515.14'

N 65°06'57" E

527.95'

N 65°06'57" E

12' SIDEWALK EASEMENT, STRIP #1

GRANT ROAD SH128

DOC-2009-0025459-00

L23

N 20°01'01" E 16.94'

70.03'

S 24°57'27" E

POINT OF BEGINNING FOR STRIP #2

12.00'

N 65°06'57" E 121.29'

12' SIDEWALK EASEMENT, STRIP #2

S 65°06'57" W

133.45'

S 24°11'24" E

10.00'

12' SIDEWALK EASEMENT

N 24°11'24" W

10.00'

L11

S 65°06'57" W

193.43'

L21

12.00'



GRAPHIC SCALE



8 PM 51

EAST BAKER STREET CL



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Subject EXHIBIT 'A'
12' SIDEWALK EASEMENT

Job No. 20128012-12

By JPS Date 09/15/15 Chkd. JPS

SHEET 3 OF 5

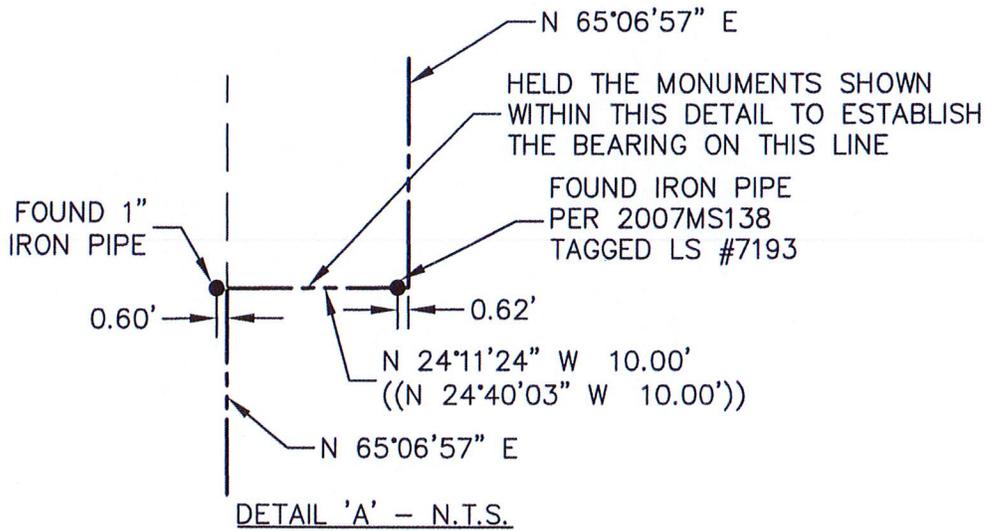
LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 65°06'57" E [N 65° E] {N 65°20'54" E}}	1033.88' [15.65 CHAINS]
L2	N 65°06'57" E	832.46'
L3	N 28°57'15" W (N 28°40'03" W)	476.26' (478.00')
L4	NOT USED	
L5	NOT USED	
L6	N 28°57'15" W (N 28°40'03" W)	1687.71' 1688.19'
L7	N 00°32'26" W ((N 00°15'02" W))	156.79'
L8	S 25°05'40" E {S 25°04'41" E}	1651.64' {1651.54}'
L9	S 25°05'40" E {S 25°04'41" E}	172.23' {172.23}'
L10	S 25°05'40" E {S 25°04'41" E}	1823.87'
L11	N 65°06'57" E	205.62'
L12	S 64°55'19" W {S 64°55'19" W}	133.12' {135.50}'
L13	S 61°46'16" W	251.60'
L14	S 62°46'43" W	230.64'
L15	N 66°53'24" E	222.55'
L16	N 66°00'59" E	219.59'
L17	N 74°15'08" E	164.89'
L18	S 25°05'40" E {S 25°04'41" E}	491.65'
L19	NOT USED	
L20	NOT USED	
L21	S 25°05'40" E {S 25°04'41" E}	461.65' {461.55}'
L22	NOT USED	
L23	N 65°06'57" E <N 65°19'57" E>	126.00' <126.00'>



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Subject EXHIBIT 'A'
12' SIDEWALK EASEMENT
Job No. 20128012-12
By JPS Date 09/15/15 Chkd. JPS
SHEET 4 OF 5



980 9TH ST
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SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

Subject EXHIBIT 'A'
12' SIDEWALK EASEMENT
Job No. 20128012-12
By JPS Date 09/15/15 Chkd. JPS
SHEET 5 OF 5

EXHIBIT 'B'
LEGAL DESCRIPTION of 35' WIDE PUBLIC UTILITY EASEMENT AND EMERGENCY VEHICLE ACCESS
EASEMENT

That portion of real property situated in the City of Winters, County of Yolo, State of California, and being a portion of Lots 12 and 13, "Waldmar's Survey of Rancho Rio De Los Putos" more particularly described as follows:

Commencing at the western most corner of Parcel No. 3, as shown on Parcel Map No. 4057, filed in Book 11 of Parcel Maps at Page 15, Yolo County Records, Thence southeasterly, along the west line of said Parcel No. 3 and also being the west line of said parcel map South 28°57'15" East, a distance of 491.26 feet to the **Point of Beginning**;

Thence, from said Point of Beginning and continuing along the said west line South 28°57'15" East, a distance of 35.00 feet; Thence, leaving the said west line and following the following courses:

- 1) South 61°02'33" West, a distance of 120.07 feet;
- 2) South 73°51'27" West, a distance of 202.58 feet;
- 3) South 65°03'25" West, a distance of 225.89 feet;
- 4) North 24°57'27" West, a distance of 35.00 feet;
- 5) North 65°03'25" East, a distance of 228.59 feet;
- 6) North 73°51'27" East, a distance of 201.34 feet;

Thence, North 61°02'33" East, a distance of 116.14 feet to the Point of Beginning.

The bearing of South 25°04'41" East, as shown for the centerline of Wild Rose Lane, on Tract No. 4073, Putah Creek Hamlet No. 1, filed in Book 20 of Maps at Page 12, Yolo County Records, is used as the Basis for this legal description.

Containing 0.44 Acres, more or less.

Jonathan P. Shattuck, PLS 8940

Date

LEGEND



- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE PER THIS EXHIBIT
- SURVEYED CENTERLINE OF PUTAH CREEK
- - - - EASEMENT LIMITS
- FOUND AND ACCEPTED MONUMENT AS DESCRIBED
- (100.00') RECORD DATA PER PARCEL MAP NO. 4057, FILED IN BOOK 11 OF PARCEL MAPS AT PAGE 15, YOLO COUNTY RECORDS
- ((100.00')) RECORD DATA PER RECORD OF SURVEY, FILED IN BOOK 2007, PAGE 138, BOOK OF MAPS, YOLO COUNTY RECORDS
- [100.00'] RECORD DATA PER GRANT DEED, RECORDED AUGUST 17, 2001, AS INSTRUMENT NO. 2001-0029265, YOLO COUNTY RECORDS
- {100.00'} RECORD DATA PER TRACT NO. 4073, PUTAH CREEK HAMLET NO. 1, FILED IN BOOK 20 OF MAPS AT PAGE 12, YOLO COUNTY RECORDS

BASIS OF BEARINGS: THE BEARING OF S 25°04'41" E, AS SHOWN FOR THE CENTERLINE OF WILD ROSE LANE ON TRACT NO. 4073, PUTAH CREEK HAMLET NO. 1, FILED IN BOOK 20 OF MAPS AT PAGE 12, YOLO COUNTY RECORDS, IS USED AS THE BASIS FOR THIS MAP.

ITEMS AFFECTING THE LAND

NOTE 1: STRIP OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED, RECORDED MARCH 15, 1979 IN BOOK 1356, PAGE 731, YOLO COUNTY OFFICIAL RECORDS.

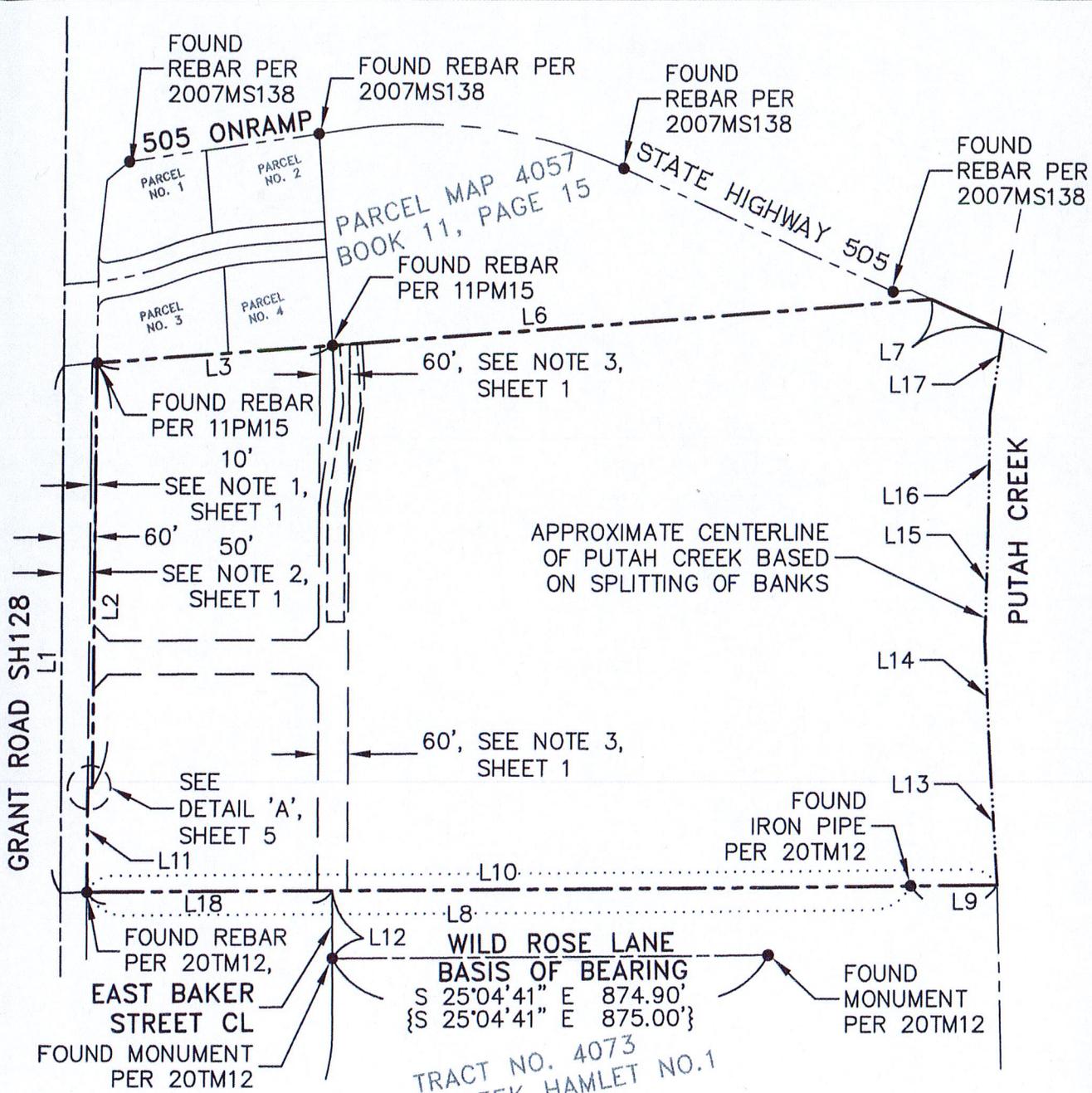
NOTE 2: STRIP OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED, RECORDED DECEMBER 21, 1959 IN BOOK 591, PAGE 334, YOLO COUNTY OFFICIAL RECORDS.

NOTE 3: RIGHT-OF-WAY AND PUE, DEDICATED TO THE CITY OF WINTERS, IN FEE, DATED AUGUST 07, 2009, AS INSTRUMENT NO. 2009-0025459-00, YOLO COUNTY RECORDS.



980 9TH ST
SUITE 1770
SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

Subject EXHIBIT 'B'
35' PUE AND EVAE
Job No. 20128012-12
By JPS Date 09/15/15 Chkd. JPS
SHEET 1 OF 5

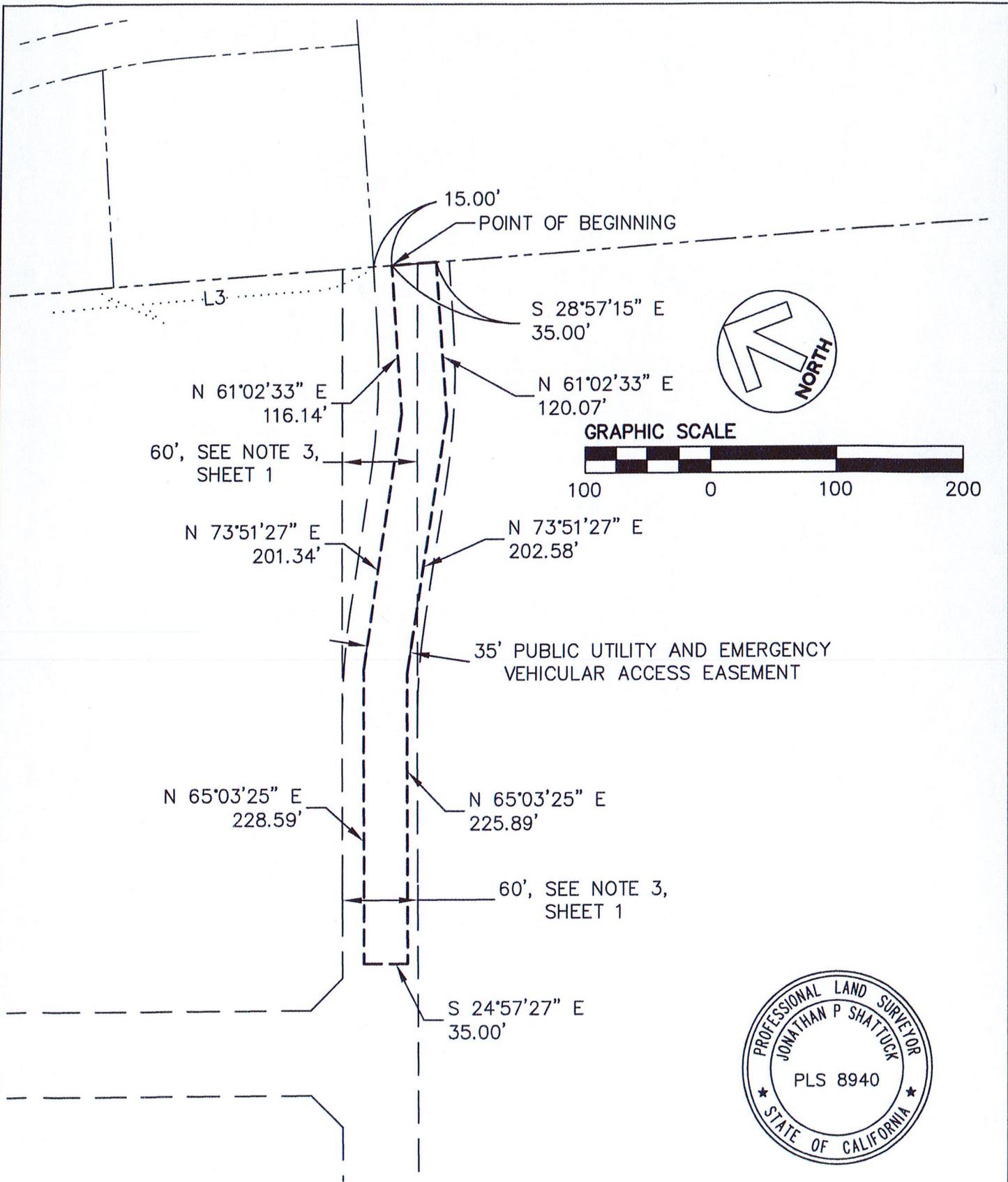


GRAPHIC SCALE



980 9TH ST
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Subject EXHIBIT 'B'
35' PUE AND EVAE
 Job No. 20128012-12
 By JPS Date 09/15/15 Chkd. JPS
 SHEET 2 OF 5



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Subject EXHIBIT 'B'
35' PUE AND EVAE
Job No. 20128012-12
By JPS Date 09/15/15 Chkd. JPS
SHEET 3 OF 5

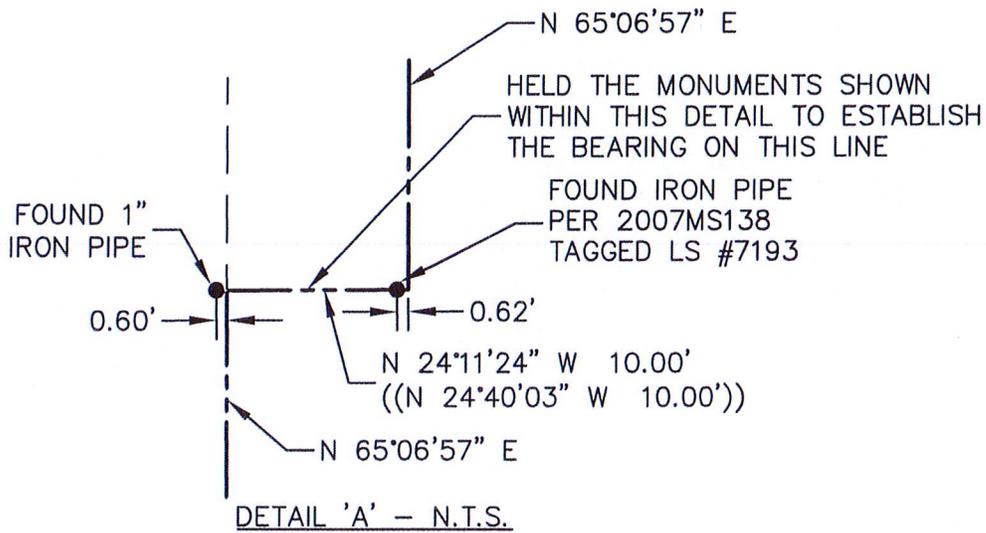
LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 65°06'57" E [N 65° E] {{N 65°20'54" E}}	1033.88' [15.65 CHAINS]
L2	N 65°06'57" E	832.46'
L3	N 28°57'15" W (N 28°40'03" W)	476.26' (478.00')
L4	NOT USED	
L5	NOT USED	
L6	N 28°57'15" W (N 28°40'03" W)	1687.71' 1688.19'
L7	N 00°32'26" W ((N 00°15'02" W))	156.79'
L8	S 25°05'40" E {S 25°04'41" E}	1651.64' {1651.54'}
L9	S 25°05'40" E {S 25°04'41" E}	172.23' {172.23'}
L10	S 25°05'40" E {S 25°04'41" E}	1823.87'
L11	N 65°06'57" E	205.62'
L12	S 64°55'19" W {S 64°55'19" W}	133.12' {135.50'}
L13	S 61°46'16" W	251.60
L14	S 62°46'43" W	230.64'
L15	N 66°53'24" E	222.55'
L16	N 66°00'59" E	219.59'
L17	N 74°15'08" E	164.89'
L18	S 25°05'40" E {S 25°04'41" E}	491.65'



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Subject EXHIBIT 'B'
35' PUE AND EVAE
Job No. 20128012-12
By JPS Date 09/15/15 Chkd. JPS
SHEET 4 OF 5



980 9TH ST
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Subject EXHIBIT 'B'
35' PUE AND EVAE
Job No. 20128012-12
By JPS Date 09/15/15 Chkd. JPS
SHEET 5 OF 5

EXHIBIT 'C'
LEGAL DESCRIPTION of 10' WIDE PUBLIC UTILITY EASEMENT

That portion of real property situated in the City of Winters, County of Yolo, State of California, and being a portion of Lots 12 and 13, "Waldmar's Survey of Rancho Rio De Los Potos" more particularly described as follows:

Beginning at the western most corner of Parcel No. 3, as shown on Parcel Map No. 4057, filed in Book 11 of Parcel Maps at Page 15, Yolo County Records, Thence southeasterly, along the west line of said Parcel No. 3 South 28°57'15" East, a distance of 10.03 feet;

Thence, leaving said west line and running westerly, 10 feet south of and parallel with the Southerly line established in the Deed to the State of California, conveying a strip of land, Recorded March 15, 1979 in Book 1356, Page 731, Yolo County Official Records, South 65°06'57" West, a distance of 525.82 feet to a point on the Northerly line, established by the Grant Deed conveying a fee title to the City of Winters, recorded as instrument number 2009-0025459, on August 02, 2009, Yolo County Records;

Thence, northeasterly along said Northerly line North 20°01'01" East, a distance of 14.12 feet to a point on the Southerly line previously described in the Deed to the State of California;

Thence running easterly, along said Southerly line North 65°06'57" East, a distance of 515.14 feet to the Point of Beginning.

The bearing of South 25°04'41" East, as shown for the centerline of Wild Rose Lane, on Tract No. 4073, Putah Creek Hamlet No. 1, filed in Book 20 of Maps at Page 12, Yolo County Records, is used as the Basis for this legal description.

Containing 0.12 Acres, more or less.

Jonathan P. Shattuck, PLS 8940

Date

LEGEND



- — — — — EXISTING PROPERTY LINE
- - - - - PROPOSED PROPERTY LINE PER THIS EXHIBIT
- SURVEYED CENTERLINE OF PUTAH CREEK
- - - - - EASEMENT LIMITS
- ||||| RESTRICTED ACCESS
- FOUND AND ACCEPTED MONUMENT AS DESCRIBED

(100.00') RECORD DATA PER PARCEL MAP NO. 4057, FILED IN BOOK 11, OF PARCEL MAPS AT PAGE 15, YOLO COUNTY RECORDS

((100.00')) RECORD DATA PER RECORD OF SURVEY, FILED IN BOOK 2007, PAGE 138, BOOK OF MAPS, YOLO COUNTY RECORDS

[100.00'] RECORD DATA PER GRANT DEED, RECORDED AUGUST 17, 2001, AS INSTRUMENT NO. 2001-0029265, YOLO COUNTY RECORDS

{100.00'} RECORD DATA PER TRACT NO. 4073, PUTAH CREEK HAMLET NO. 1, FILED IN BOOK 20 OF MAPS AT PAGE 12, YOLO COUNTY RECORDS

<100.00'> RECORD DATA PER GRANT DEED RECORDED AUGUST 07, 2009, INSTRUMENT NO. 2009-0025459, YOLO COUNTY RECORDS

BASIS OF BEARINGS: THE BEARING OF S 25°04'41" E, AS SHOWN FOR THE CENTERLINE OF WILD ROSE LANE ON TRACT NO. 4073, PUTAH CREEK HAMLET NO. 1, FILED IN BOOK 20 OF MAPS AT PAGE 12, YOLO COUNTY RECORDS, IS USED AS THE BASIS FOR THIS MAP.

ITEMS AFFECTING THE LAND

NOTE 1: STRIP OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED, RECORDED MARCH 15, 1979 IN BOOK 1356, PAGE 731, YOLO COUNTY OFFICIAL RECORDS.

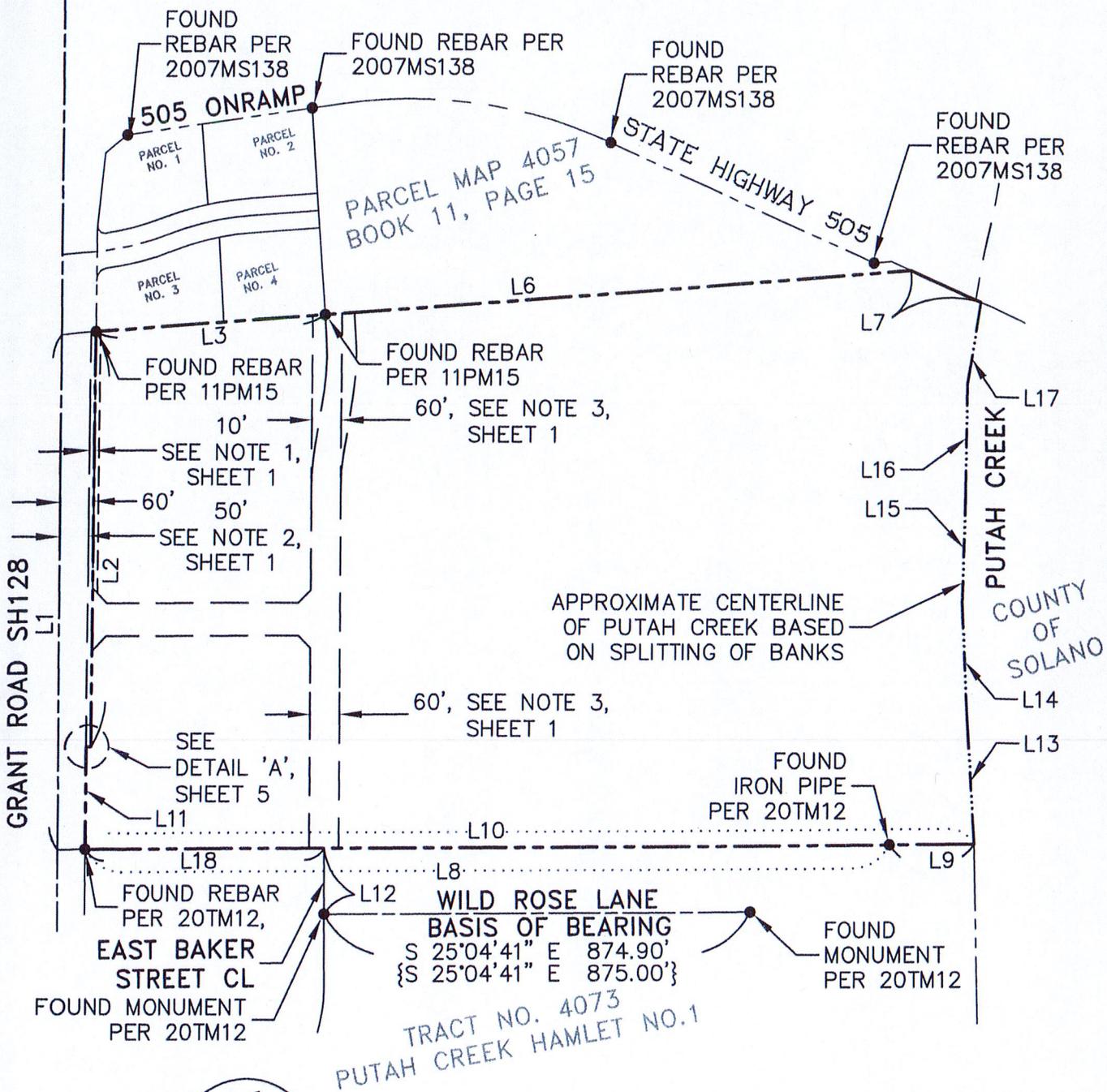
NOTE 2: STRIP OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED, RECORDED DECEMBER 21, 1959 IN BOOK 591, PAGE 334, YOLO COUNTY OFFICIAL RECORDS.

NOTE 3: RIGHT-OF-WAY AND PUE, DEDICATED TO THE CITY OF WINTERS, IN FEE, DATED AUGUST 07, 2009, AS INSTRUMENT NO. 2009-0025459-00, YOLO COUNTY OFFICIAL RECORDS.

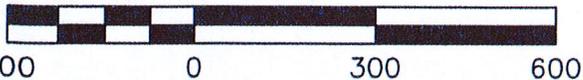


980 9TH ST
SUITE 1770
SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

Subject EXHIBIT 'C'
10' PUBLIC UTILITY EASEMENT
Job No. 20128012-12
By JPS Date 09/15/15 Chkd. JPS
SHEET 1 OF 5



GRAPHIC SCALE



980 9TH ST
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 SACRAMENTO, CA 95814
 916-556-5800
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Subject EXHIBIT 'C'
10' PUBLIC UTILITY EASEMENT
 Job No. 20128012-12
 By JPS Date 09/15/15 Chkd. JPS
 SHEET 2 OF 5

POINT OF BEGINNING

10.03'

N 28°57'15" W

10' PUBLIC UTILITY EASEMENT

DOC-209-0025459-00

10' SEE NOTE 1,
SHEET 1

N 65°06'57" E 515.14'

N 65°06'57" E 525.82'

S 20°01'01" W 42.49'

<S 20°19'57" W> <42.43'>

DOC-209-0025459-00

S 20°01'01" W 14.12'

L23

GRANT ROAD SH128

L11

L21

EAST BAKER
STREET CL

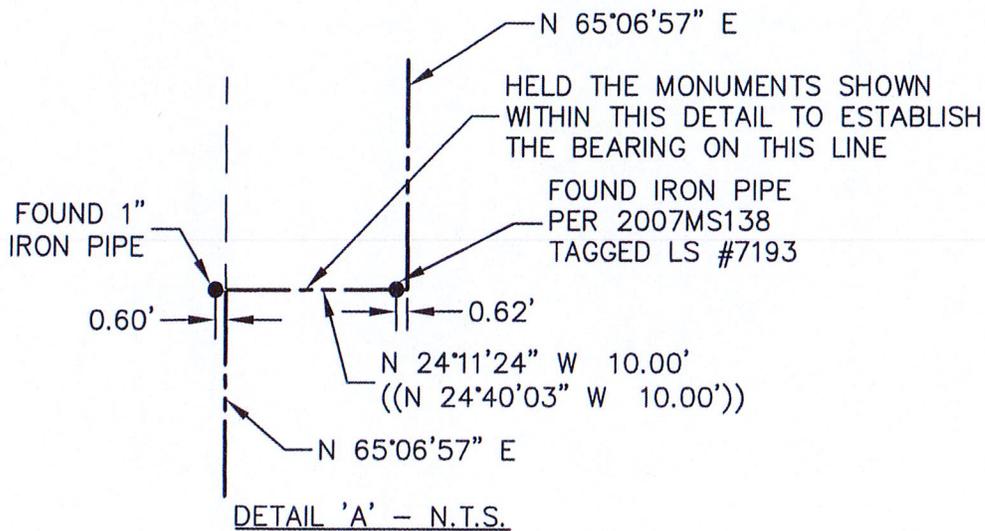


GRAPHIC SCALE



980 9TH ST
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916-556-5800
916-556-5899 (FAX)

Subject **EXHIBIT 'C'**
10' PUBLIC UTILITY EASEMENT
Job No. 20128012-12
By JPS Date 09/15/15 Chkd. JPS
SHEET 3 OF 5



980 9TH ST
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SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

Subject EXHIBIT 'C'
10' PUBLIC UTILITY EASEMENT
Job No. 20128012-12
By JPS Date 09/15/15 Chkd. JPS
SHEET 5 OF 5

EXHIBIT B
PG&E EASEMENT DEED

RECORDING REQUESTED BY AND RETURN TO:

City Clerk
City of Winters
318 First Street
Winters, CA 95694

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2408-01

EASEMENT GRANT DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantor, hereby grants to the **CITY OF WINTERS**, a municipal corporation, hereinafter called Grantee, the following easements for public use, described as follows:

(a portion of APN: 038-070-028, 038-070-029, 038-070-030, 038-070-031, 038-070-032)

A portion of those certain parcels of land situated in the Northeast quarter of Section 22 of Township 8 North, Range 1 West, Mount Diablo Base and Meridian, recorded as Document #2009-0030875 of Deeds of the County of Yolo, State of California, particularly described therein as follows:

1. A permanent easement for the construction and maintenance of a sidewalk for public use, over, along, upon, under, and across an area twelve (12) feet in width, including the right from time to time to trim and cut down and clear away or otherwise control any trees or brush, and described as follows:

See EXHIBIT "A" attached hereto and made a part hereof for a full legal description.

2. A permanent easement for emergency vehicle access purposes and underground public utility purposes including electric, gas, communication facilities and all other public utility purposes over, along, upon, under, and across an area fifty five (55) feet in width, together with any and all appurtenances thereto, including the right from time to time to trim and cut down and clear away or otherwise control any trees or brush, and described as follows:

See EXHIBIT "B" attached hereto and made a part hereof for a full legal description.

3. A permanent easement for underground public utility purposes including electric, gas, communication facilities and all other public utility purposes over, along, upon, under, and across an area ten (10) feet in width, together with any and all appurtenances thereto, including the right

from time to time to trim and cut down and clear away or otherwise control any trees or brush, and described as follows:

See EXHIBIT "C" attached hereto and made a part hereof for a full legal description.

- 4. A permanent easement for traffic signal facilities together with any and all appurtenances thereto over, along, upon, under, and across an area thirty (30) feet in width, and described as follows:

See EXHIBIT "D" attached hereto and made a part hereof for a full legal description.

Grantors Further Grant to Grantee the rights to:

- 1. Review and control all signage and other appurtenances on said easements.
- 2. Review and control all vehicle access across said easements.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: _____, _____.

PACIFIC GAS AND ELECTRIC COMPANY
a California corporation,

By _____
Dawn Plise
Land Services Supervisor

"This conveyance is accepted by the undersigned on behalf of the City of Winters pursuant to City Council Resolution _____, recorded (date: _____), in the Recorder's Offices of the aforesaid County and State."

Dated: _____ Signed: _____
Nanci Mills, City Clerk Winters

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, _____,
Here 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 of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

EXHIBIT 'A'
LEGAL DESCRIPTION of 12' WIDE SIDEWALK EASEMENT

That portion of real property situated in the City of Winters, County of Yolo, State of California, and being a portion of Lot 12, "Waldmar's Survey of Rancho Rio De Los Putos" and also being a portion of Parcel Map No. 4057 filed in Book 11 of Parcel Maps at Page 15, Yolo County Records, more particularly described as follows:

Beginning at the western most corner of Parcel No. 3, as shown on said Parcel Map No. 4057, filed in Book 11 of Parcel Maps at Page 15, Yolo County Records; Thence northeasterly, along the northern line of said Parcel No. 3 North 65°06'57" East, a distance of 154.89 feet; Thence, leaving said northern line South 24°41'14" East, a distance of 12.00 feet; Thence, South 65°06'57" West, a distance of 153.99 feet to a point on the west line of said Parcel No. 3; Thence, northerly along said west line North 28°57'15" West, a distance of 12.03 feet to the **Point of Beginning**.

The bearing of South 25°04'41" East, as shown for the centerline of Wild Rose Lane, on Tract No. 4073, Putah Creek Hamlet No. 1, filed in Book 20 of Maps at Page 12, Yolo County Records, is used as the Basis for this legal description.

Containing 0.04 Acres, more or less.

Jonathan P. Shattuck, PLS 8940

Date

BASIS OF BEARINGS: THE BEARING OF S 25°04'41" E, AS SHOWN FOR THE CENTERLINE OF WILD ROSE LANE ON TRACT NO. 4073, PUTAH CREEK HAMLET NO. 1, FILED IN BOOK 20 OF MAPS, PAGE 12, YOLO COUNTY, IS USED AS THE BASIS FOR THIS MAP.

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S 64°55'19" W {S 64°55'19" W}	133.12' {135.50'}
L2	S 25°04'41" E (((N 24°40'03" W)))	50.00' (((50.00')))
L3	N 28°57'15" W (N 28°40'03" W)	60.15' (60.15')
L4	N 65°06'57" E (N 65°19'57" E)	205.28' (205.48')
L5	N 28°57'15" W (N 28°40'03" W)	476.26' (478.00')

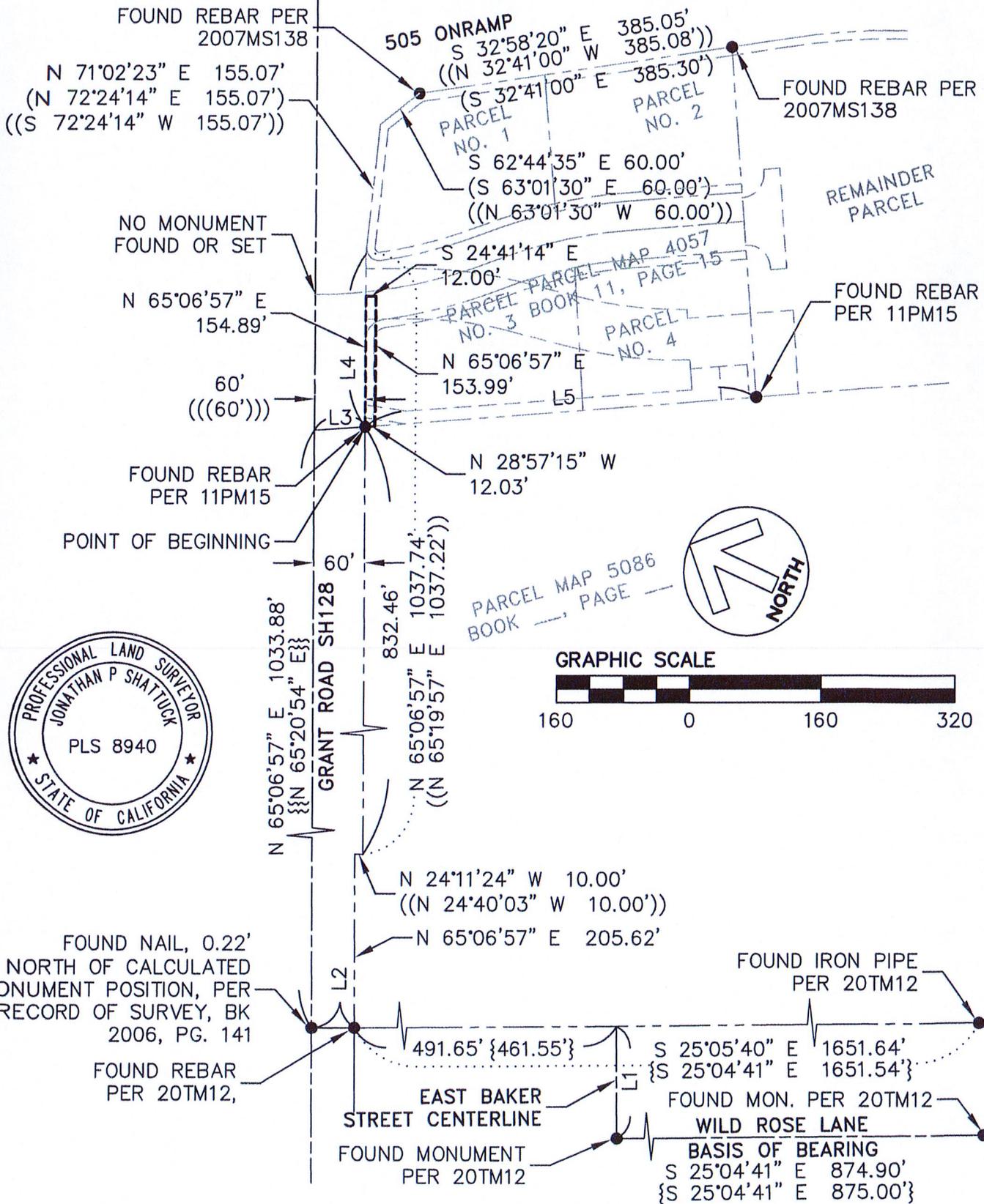
LEGEND

- EXISTING PROPERTY LINE
- PROPOSED TRAFFIC SIGNAL EASEMENT
- EXISTING EASEMENT(S)
- FOUND AND ACCEPTED MONUMENT AS DESCRIBED
- (100.00') RECORD DATA PER PARCEL MAP NO. 4057, FILED IN BOOK 11 OF PARCEL MAPS, PAGE 15, YOLO COUNTY RECORDS
- ((100.00')) RECORD DATA PER RECORD OF SURVEY FILED IN BOOK 2007, PAGE 138, BOOK OF MAPS, YOLO COUNTY RECORDS
- (((100.00''))) RECORD DATA PER PARCEL MAP NO. 3010, FILED IN BOOK 5 OF PARCEL MAPS, PAGE 78, YOLO COUNTY RECORDS
- {100.00'} RECORD DATA PER TRACT NO. 4073, PUTAH CREEK HAMLET NO. 1, FILED IN BOOK 20 OF MAPS, PAGE 12, YOLO COUNTY RECORDS
- {{100.00''}} RECORD DATA PER RECORD OF SURVEY FILED IN BOOK 2006, PAGE 141, BOOK OF MAPS, YOLO COUNTY RECORDS



980 9TH ST
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SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

Subject EXHIBIT 'A'
12' WIDE SIDEWALK EASEMENT
Job No. 20128012-12
By JPS Date 09/15/15 Chkd. JPS
SHEET 1 OF 2



980 9TH ST
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 916-556-5800
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Subject **EXHIBIT 'A'**
12' WIDE SIDEWALK EASEMENT
 Job No. 20128012-12
 By JPS Date 09/15/15 Chkd. JPS
 SHEET 2 OF 2

EXHIBIT 'B'

LEGAL DESCRIPTION of PUBLIC UTILITY EASEMENT AND EMERGENCY VEHICLE ACCESS EASEMENT

That portion of real property situated in the City of Winters, County of Yolo, State of California, and being a portion of Lot 12, "Waldmar's Survey of Rancho Rio De Los Putos" and also being a portion of Parcel Map No. 4057 filed in Book 11 of Parcel Maps at Page 15, Yolo County Records, more particularly described as follows:

Commencing at the western most corner of Parcel No. 3, as shown on said Parcel Map No. 4057, filed in Book 11 of Parcel Maps at Page 15, Yolo County Records, Thence northeasterly, along the northern line of said Parcel Map, North 65°06'57" East, a distance of 154.89 feet to the **Point of Beginning**;

Thence, continuing along said northern line, North 65°06'57" East, a distance of 50.39 feet to an angle point on the said northern line; Thence continuing along said northern line, North 71°02'23" West, a distance of 4.63 feet;

Thence, leaving said northern line South 24°41'14" East, a distance of 65.11 feet to the beginning of a tangent curve, concave to the west, having a radius of 535.00 feet; Thence, along said curve through a central angle of 14°01'41", and an arc length of 130.99 feet;

Thence, South 10°39'33" East, a distance of 82.49 feet to the beginning of a tangent curve, concave to the east, having a radius of 460.00 feet; Thence, along said curve through a central angle of 16°39'16", and an arc length of 133.71 feet to a point of non-tangency, a radial line to said point bears South 62°41'11" West;

Thence, South 61°19'57" West, a distance of 19.48 feet;

Thence, South 28°40'03" East, a distance of 108.37 feet;

Thence, South 61°02'33" West, a distance of 109.94 feet to a point of the west line of said Parcel Map No. 4057, said point being 50.00 feet from the southern most corner of Parcel No. 4, of said Parcel Map No. 4057, measured along the said west line in a southerly direction from said southern corner;

Thence, northerly, along said west line North 28°57'15" West, a distance of 35.00 feet;

Thence, leaving said west line, North 61°02'33" East, a distance of 39.47 feet;

Thence, North 28°40'03" West, a distance of 98.72 feet;

Thence, North 61°19'57" East, a distance of 36.25 feet, to a point on a non-tangent curve concave to the east, having a radius of 515.00 feet, a radial line to said point bears South 65°19'34" West; Thence, along said non-tangent curve through a central angle of 14°00'53" and an arc length of 133.71 feet to a point of tangency;

Thence, North 10°39'33" West, a distance of 82.49 feet to the beginning of a tangent curve, concave to the west, having a radius of 480.00 feet; Thence, along said curve through a central angle of 14°01'41", and an arc length of 117.52 feet;

Thence, North 24°41'14" West, a distance of 65.40 feet to the **Point of Beginning**.

The bearing of South 25°04'41" East, as shown for the centerline of Wild Rose Lane, on Tract No. 4073, Putah Creek Hamlet No. 1, filed in Book 20 of Maps at Page 12, Yolo County Records, is used as the Basis for this legal description.

Containing 0.75 Acres, more or less.

Jonathan P. Shattuck, PLS 8940

Date

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S 64°55'19" W {S 64°55'19" W}	133.12' {135.50'}
L2	S 25°04'41" E (((N 24°40'03" W)))	50.00' (((50.00')))
L3	N 28°57'15" W (N 28°40'03" W)	60.15' (60.15')
L4	N 65°06'57" E (N 65°19'57" E)	205.28' (205.48')
L5	N 28°57'15" W (N 28°40'03" W)	476.26' (478.00')
L6	N 71°02'23" E	4.63'
L7	S 65°06'57" W	50.39'
L8	S 61°02'33" W	109.94'
L9	S 28°57'15" E	35.00'

BASIS OF BEARINGS: THE BEARING OF S 25°04'41" E, AS SHOWN FOR THE CENTERLINE OF WILD ROSE LANE ON TRACT NO. 4073, PUTAH CREEK HAMLET NO. 1, FILED IN BOOK 20 OF MAPS, PAGE 12, YOLO COUNTY RECORDS, IS USED AS THE BASIS FOR THIS MAP.

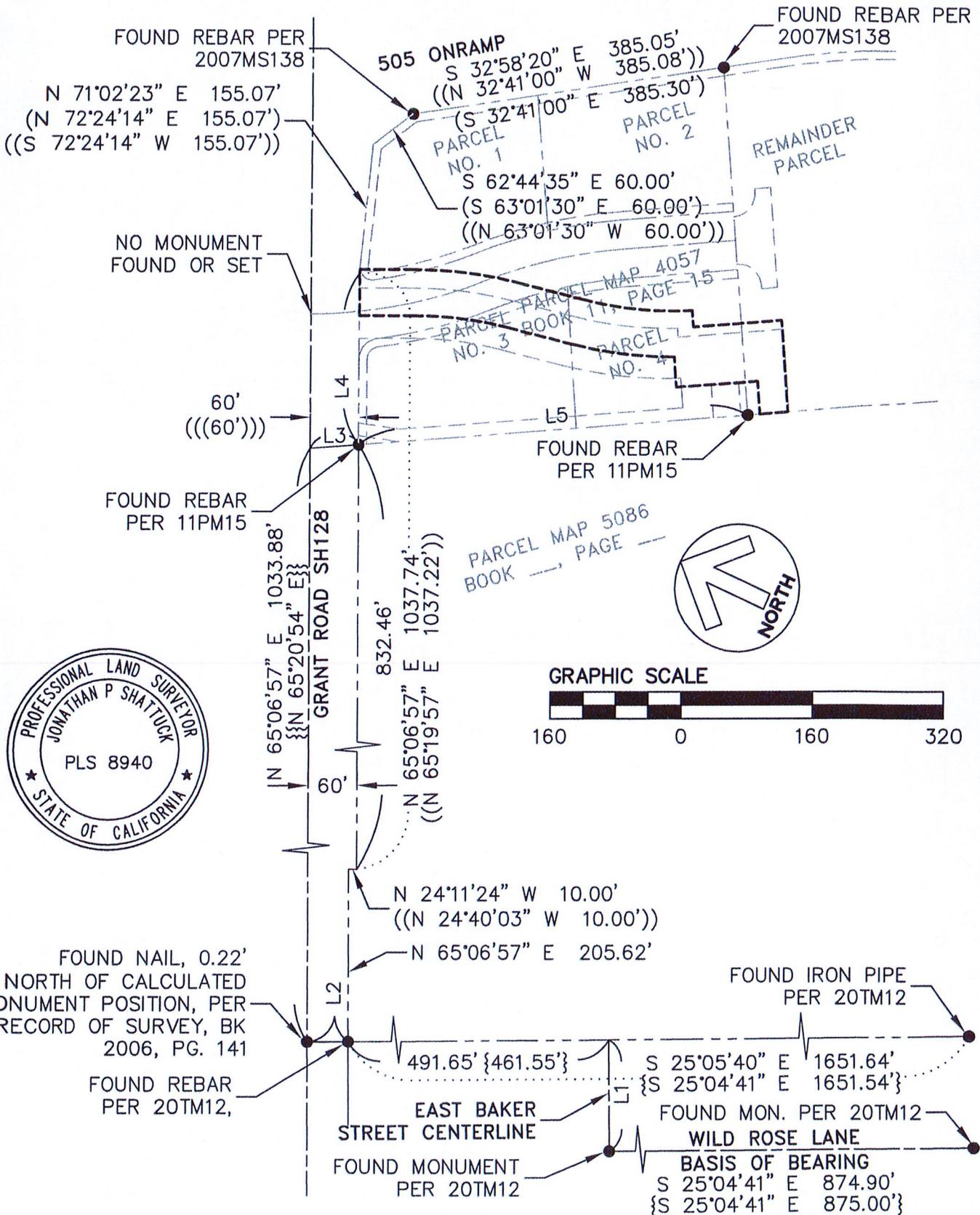
LEGEND

- EXISTING PROPERTY LINE
- PROPOSED TRAFFIC SIGNAL EASEMENT
- EXISTING EASEMENT(S)
- FOUND AND ACCEPTED MONUMENT AS DESCRIBED
- (100.00') RECORD DATA PER PARCEL MAP NO. 4057, FILED IN BOOK 11 OF PARCEL MAPS, PAGE 15, YOLO COUNTY RECORDS
- ((100.00')) RECORD DATA PER RECORD OF SURVEY FILED IN BOOK 2007, PAGE 138, BOOK OF MAPS, YOLO COUNTY RECORDS
- ((((100.00')))) RECORD DATA PER PARCEL MAP NO. 3010, FILED IN BOOK 5 OF PARCEL MAPS, PAGE 78, YOLO COUNTY RECORDS
- {100.00'} RECORD DATA PER TRACT NO. 4073, PUTAH CREEK HAMLET NO. 1, FILED IN BOOK 20 OF MAPS, PAGE 12, YOLO COUNTY RECORDS
- {{100.00'}} RECORD DATA PER RECORD OF SURVEY FILED IN BOOK 2006, PAGE 141, BOOK OF MAPS, YOLO COUNTY RECORDS



980 9TH ST
SUITE 1770
SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

Subject EXHIBIT 'B'
PUE AND EVAE
Job No. 20128012-12
By JPS Date 09/15/15 Chkd. JPS
SHEET 1 OF 3



980 9TH ST
SUITE 1770
SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

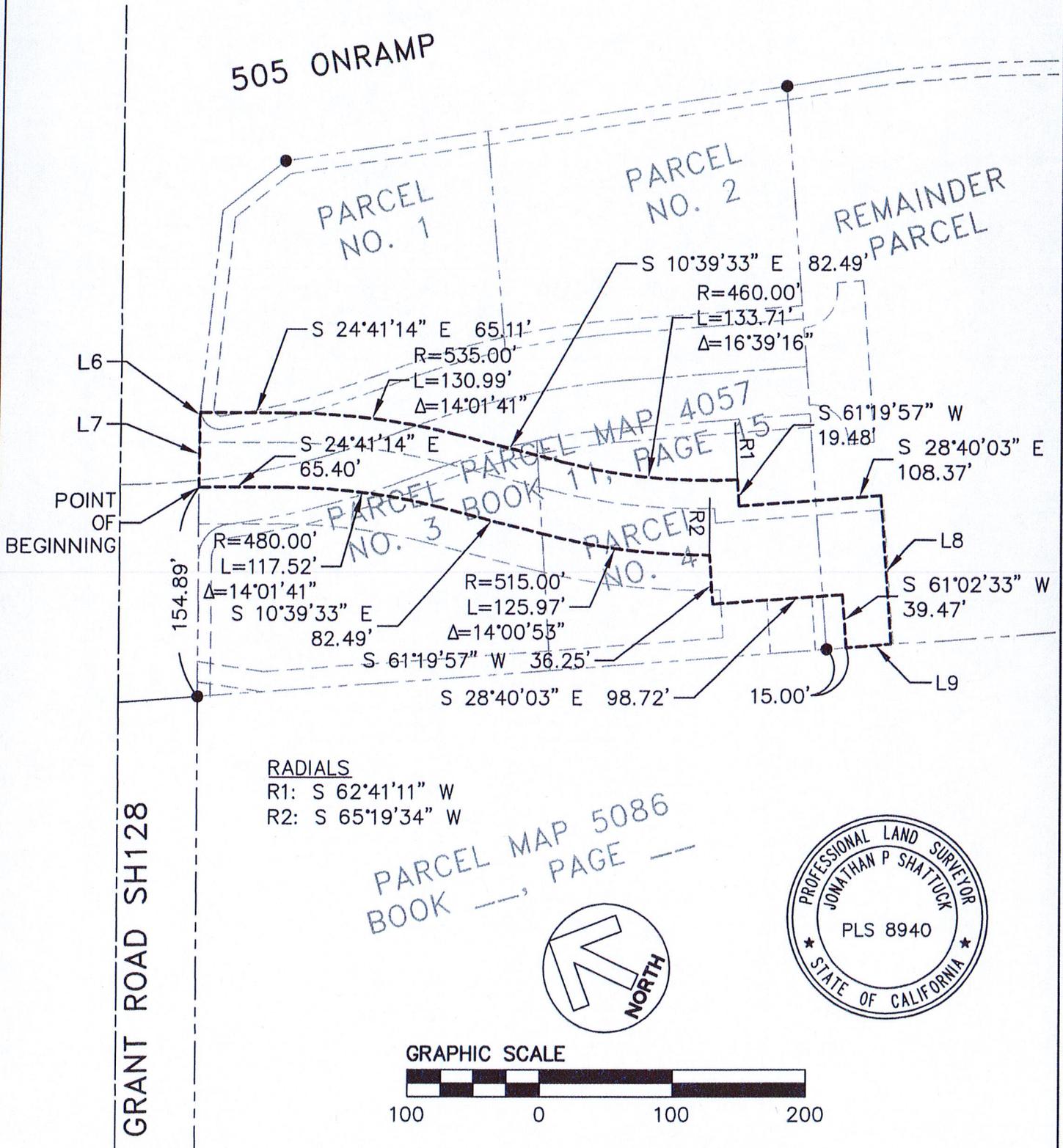
Subject EXHIBIT 'B'
PUE AND EVAE
Job No. 20128012-12
By JPS Date 09/15/15 Chkd. JPS
SHEET 2 OF 3

505 ONRAMP

PARCEL NO. 1

PARCEL NO. 2

REMAINDER PARCEL



RADIALS

R1: S 62°41'11" W
R2: S 65°19'34" W

PARCEL MAP 5086
BOOK ---, PAGE ---



GRAPHIC SCALE



GRANT ROAD SH128



980 9TH ST
SUITE 1770
SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

Subject EXHIBIT 'B'
PUE AND EVAE
 Job No. 20128012-12
 By JPS Date 09/15/15 Chkd. JPS
 SHEET 3 OF 3

EXHIBIT 'C'
LEGAL DESCRIPTION of 10' WIDE PUBLIC UTILITY EASEMENT

That portion of real property situated in the City of Winters, County of Yolo, State of California, and being a portion of Lot 12, "Waldmar's Survey of Rancho Rio De Los Putos" and also being a portion of Parcel Map No. 4057 filed in Book 11 of Parcel Maps at Page 15, Yolo County Records, more particularly described as follows:

Beginning at the western most corner of Parcel No. 3, as shown on said Parcel Map No. 4057, filed in Book 11 of Parcel Maps at Page 15, Yolo County Records; Thence northeasterly, along the northern line of said Parcel Map, North 65°06'57" East, a distance of 154.89 feet; Thence, leaving said northern line South 24°41'14" East, a distance of 10.00 feet; Thence, South 65°06'57" West, a distance of 154.14 feet to a point on the west line of said Parcel No. 3; Thence, northerly along said west line North 28°57'15" West, a distance of 10.03 feet to the **Point of Beginning**.

The bearing of South 25°04'41" East, as shown for the centerline of Wild Rose Lane, on Tract No. 4073, Putah Creek Hamlet No. 1, filed in Book 20 of Maps at Page 12, Yolo County Records, is used as the Basis for this legal description.

Containing 0.04 Acres, more or less.

Jonathan P. Shattuck, PLS 8940

Date

BASIS OF BEARINGS: THE BEARING OF S 25°04'41" E, AS SHOWN FOR THE CENTERLINE OF WILD ROSE LANE ON TRACT NO. 4073, PUTAH CREEK HAMLET NO. 1, FIELD IN BOOK 20 OF MAPS AT PAGE 12, YOLO COUNTY, IS USED AS THE BASIS FOR THIS MAP.

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S 64°55'19" W {S 64°55'19" W}	133.12' {135.50'}
L2	S 25°04'41" E (((N 24°40'03" W)))	50.00' (((50.00')))
L3	N 28°57'15" W (N 28°40'03" W)	60.15' (60.15')
L4	N 65°06'57" E (N 65°19'57" E)	205.28' (205.48')
L5	N 28°57'15" W (N 28°40'03" W)	476.26' (478.00')

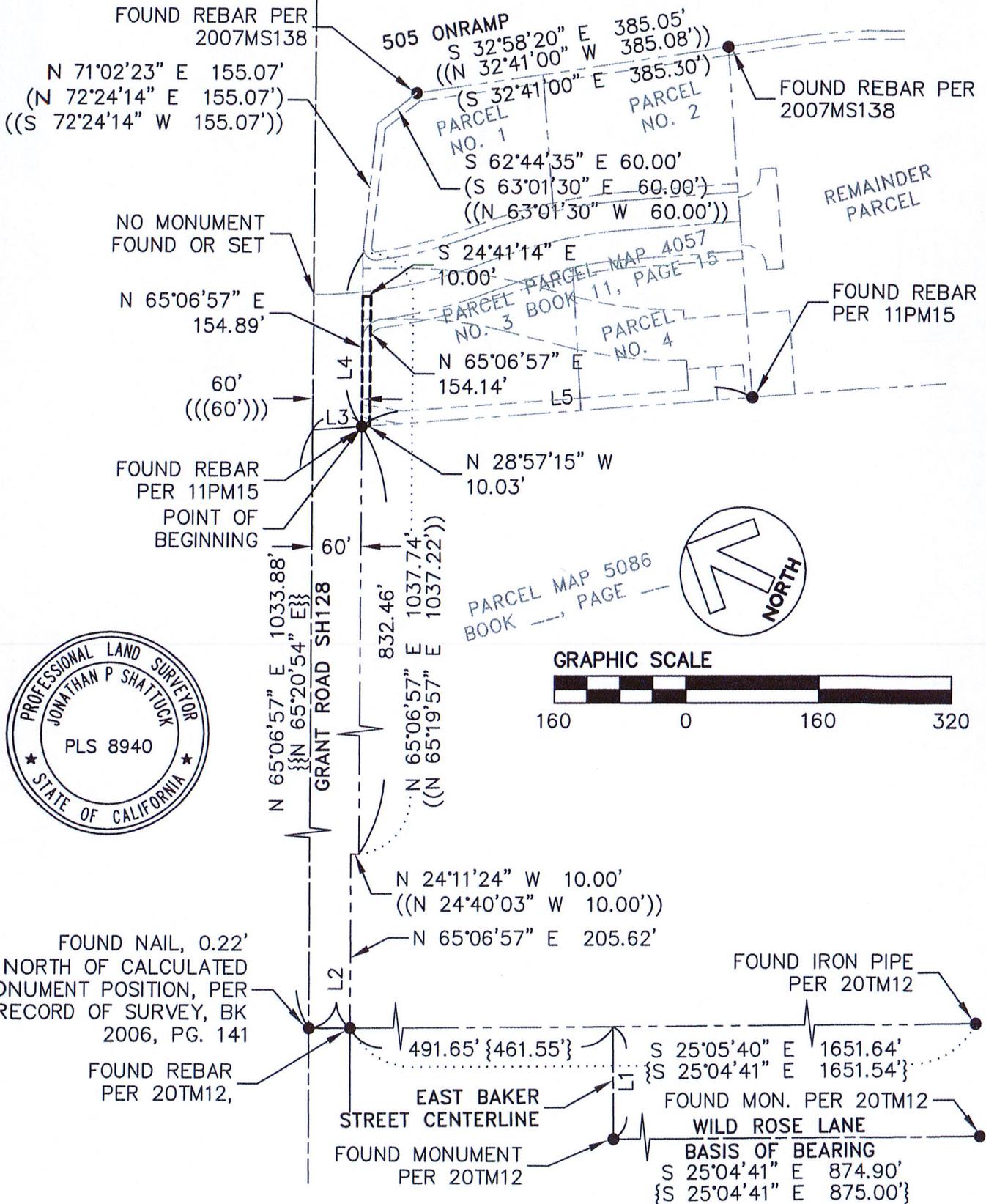
LEGEND

- EXISTING PROPERTY LINE
- PROPOSED TRAFFIC SIGNAL EASEMENT
- EXISTING EASEMENT(S)
- FOUND AND ACCEPTED MONUMENT AS DESCRIBED
- (100.00') RECORD DATA PER PARCEL MAP NO. 4057, FILED IN BOOK 11 OF MAPS, PAGE 15, YOLO COUNTY RECORDS
- ((100.00')) RECORD DATA PER RECORD OF SURVEY FILED IN BOOK 2007, PAGE 138, BOOK OF MAPS, YOLO COUNTY RECORDS
- ((((100.00')))) RECORD DATA PER PARCEL MAP NO. 3010, FILED IN BOOK 5 OF PARCEL MAPS, PAGE 78, YOLO COUNTY RECORDS
- {100.00'} RECORD DATA PER TRACT NO. 4073, PUTAH CREEK HAMLET NO. 1, FILED IN BOOK 20 OF MAPS, PAGE 12, YOLO COUNTY RECORDS
- {{100.00'}} RECORD DATA PER RECORD OF SURVEY FILED IN BOOK 2006, PAGE 141, BOOK OF MAPS, YOLO COUNTY RECORDS



980 9TH ST
SUITE 1770
SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

Subject EXHIBIT 'C'
10' WIDE PUBLIC EASEMENT
Job No. 20128012-12
By JPS Date 09/15/15 Chkd. JPS
SHEET 1 OF 2



980 9TH ST
SUITE 1770
SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

Subject EXHIBIT 'C'
10' WIDE PUBLIC EASEMENT
Job No. 20128012-12
By JPS Date 09/15/15 Chkd. JPS
SHEET 2 OF 2

EXHIBIT 'D'
LEGAL DESCRIPTION of 30' WIDE TRAFFIC SIGNAL EASEMENT

That portion of real property situated in the City of Winters, County of Yolo, State of California, and being a portion of Lot 12, "Waldmar's Survey of Rancho Rio De Los Putos" and also being a portion of Parcel Map No. 4057 filed in Book 11 of Parcel Maps at Page 15, Yolo County Records, more particularly described as follows:

Commencing at the western most corner of Parcel No. 3, as shown on said Parcel Map No. 4057, filed in Book 11 of Parcel Maps at Page 15, Yolo County Records; Thence northeasterly, along the northern line of said Parcel No. 3 North 65°06'57" East, a distance of 101.84 feet to the **Point of Beginning**;

Thence, continuing along the said northern line, North 65°06'57" East, a distance of 95.06 feet; Thence, South 24°53'03" East, a distance of 30.00 feet; Thence, South 65°06'57" West, a distance of 95.06 feet; Thence, North 24°53'03" West, a distance of 30.00 feet to the **Point of Beginning**.

The bearing of South 25°04'41" East, as shown for the centerline of Wild Rose Lane, on Tract No. 4073, Putah Creek Hamlet No. 1, filed in Book 20 of Maps at Page 12, Yolo County Records, is used as the Basis for this legal description.

Containing 0.07 Acres, more or less.

Jonathan P. Shattuck, PLS 8940 _____ Date

BASIS OF BEARINGS: THE BEARING OF S 25°04'41" E, AS SHOWN FOR THE CENTERLINE OF WILD ROSE LANE ON TRACT NO. 4073, PUTAH CREEK HAMLET NO. 1, FILED IN BOOK 20 OF MAPS, PAGE 12, YOLO COUNTY RECORDS, IS USED AS THE BASIS FOR THIS MAP.

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S 64°55'19" W {S 64°55'19" W}	133.12' {135.50'}
L2	S 25°04'41" E (((N 24°40'03" W)))	50.00' (((50.00')))
L3	N 28°57'15" W (N 28°40'03" W)	60.15' (60.15')
L4	N 65°06'57" E (N 65°19'57" E)	205.28' (205.48')

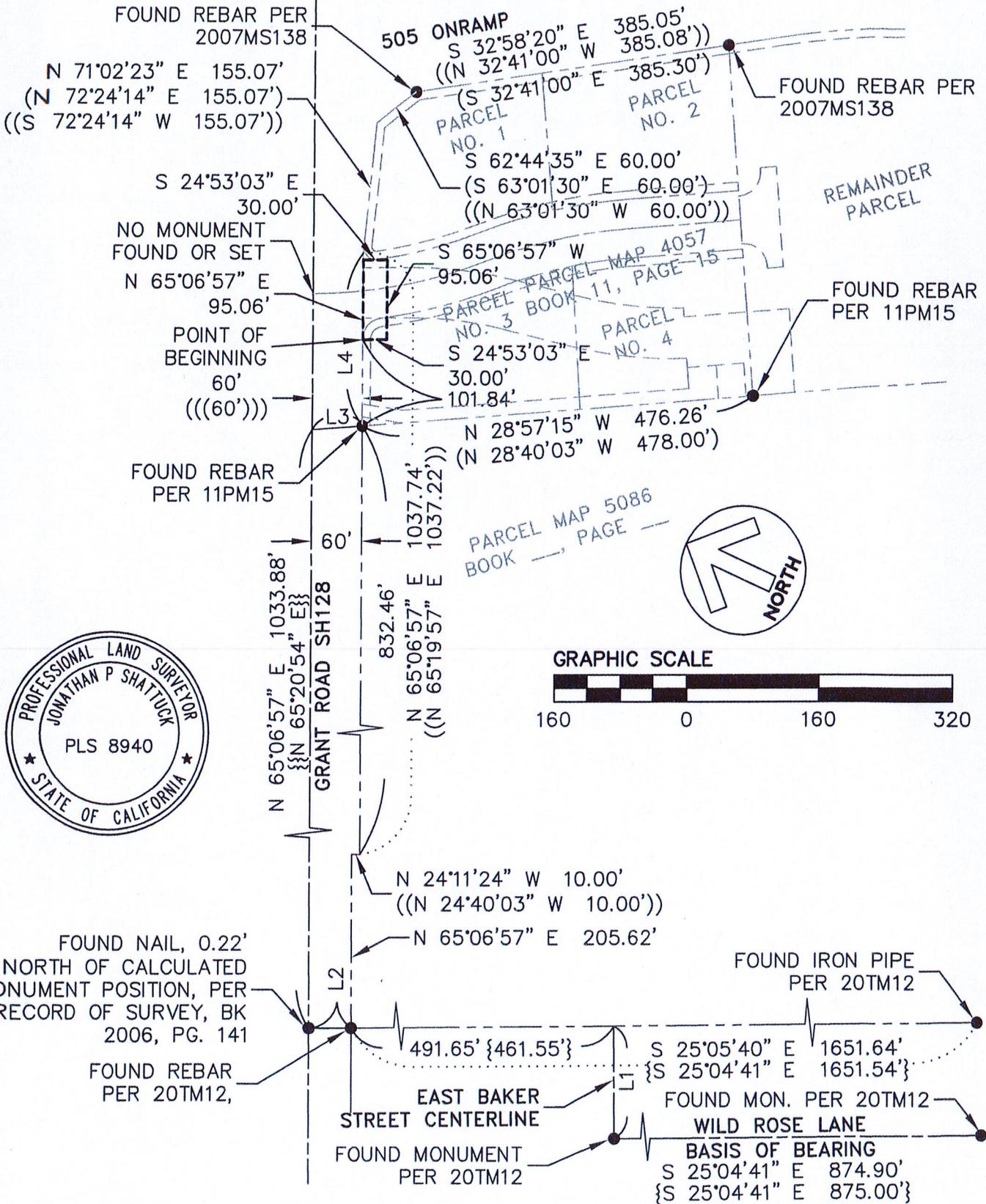
LEGEND

-----	EXISTING PROPERTY LINE
-----	PROPOSED TRAFFIC SIGNAL EASEMENT
-----	EXISTING EASEMENT(S)
●	FOUND AND ACCEPTED MONUMENT AS DESCRIBED
(100.00')	RECORD DATA PER PARCEL MAP NO. 4057, FILED IN BOOK 11 OF PARCEL MAPS, PAGE 15, YOLO COUNTY RECORDS
((100.00'))	RECORD DATA PER RECORD OF SURVEY FILED IN BOOK 2007, PAGE 138, BOOK OF MAPS, YOLO COUNTY RECORDS
((((100.00'))))	RECORD DATA PER PARCEL MAP NO. 3010, FILED IN BOOK 5 OF PARCEL MAPS, PAGE 78, YOLO COUNTY RECORDS
{100.00'}	RECORD DATA PER TRACT NO. 4073, PUTAH CREEK HAMLET NO. 1, FILED IN BOOK 20 OF MAPS, PAGE 12, YOLO COUNTY RECORDS
{{100.00'}}	RECORD DATA PER RECORD OF SURVEY FILED IN BOOK 2006, PAGE 141, BOOK OF MAPS, YOLO COUNTY RECORDS



980 9TH ST
SUITE 1770
SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

Subject EXHIBIT 'D'
30' WIDE TRAFFIC SIGNAL EASEMENT
Job No. 20128012-12
By JPS Date 09/15/15 Chkd. JPS
SHEET 1 OF 2



980 9TH ST
SUITE 1770
SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

Subject EXHIBIT 'D'
30' WIDE TRAFFIC SIGNAL EASEMENT

Job No. 20128012-12
By JPS Date 09/15/15 Chkd. JPS
SHEET 2 OF 2

EXHIBIT C

MCCLISH GRANT DEED

RECORDING REQUESTED BY AND RETURN TO:

City Clerk
City of Winters
318 First Street
Winters, CA 95694

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

GRANT DEED

LAURI MCCLISH, a widow, as to an undivided 13% interest; **KATHI PETERSEN**, who acquired title as "Dawn Pedersen, Public Guardian, as Conservator for the Estate of Kathi Petersen, pursuant to State of Alaska First Judicial Council Superior Court Case No. IJU-04-9-PR-C," as to an undivided 13% interest; **MARTIN J. NEWKOM** and **NANCY C. NEWKOM**, as Trustees of the Newkom Family Living Trust dated Sept. 27, 1991, as to an undivided 37% interest; **JAMES N. McCLISH** and **GWEN E. BERTINOIA**, as Co-Trustees of the McClish Family Trust A, established June 1, 2010, as to an undivided 37% interest, hereinafter called Grantors, hereby grants to the **CITY OF WINTERS**, a municipal corporation, hereinafter called Grantee, the real property ("Property"), situated in the City of Winters, State of California, described as follows:

(a portion of APN: 038-070-037, 038-070-038, 039-070-039)

A portion of those certain parcels of land situated in the Northeast quarter of Section 22 of Township 8 North, Range 1 West, Mount Diablo Base and Meridian, recorded as Document #2015-0009371 of Deeds of the County of Yolo, State of California, particularly described therein as follows:

Lots 'A' and 'B' as described in EXHIBIT "A" attached hereto and made a part hereof.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Lauri McClish

Lauri McClish

Dated: _____, _____.

Kathi Petersen

Kathi Petersen, who acquired title as “Dawn Pedersen, Public Guardian, as Conservator for the Estate of Kathi Petersen, pursuant to State of Alaska First Judicial Council Superior Court Case No. IJU-04-9-PR-C”

Dated: _____, _____.

Martin J. Newkom

Martin J. Newkom, Co-Trustee of the Newkom Family Living Trust dated Sept. 27, 1991

Dated: _____, _____.

Nancy C. Newkom

Nancy C. Newkom, Co-Trustee of the Newkom Family Living Trust dated Sept. 27, 1991

Dated: _____, _____.

James N. McClish

James N. McClish, Co-Trustee of the McClish Family Trust A, established June 1, 2010

Dated: _____, _____.

Gwen E. Bertinoia

Gwen E. Bertinoia, Co-Trustee of the McClish Family Trust A, established June 1, 2010

Dated: _____, _____.

“This conveyance is accepted by the undersigned on behalf of the City of Winters pursuant to City Council Resolution _____, recorded (date: _____), in the Recorder’s Offices of the aforesaid County and State.”

Dated: _____

Signed: _____

Nanci Mills, City Clerk Winters

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, _____,
Here 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 of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

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, _____,
Here 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 of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

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, _____,
Here 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 of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

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, _____,
Here 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.

(Seal)

Signature of Notary Public

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

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, _____,
Here 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 of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

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 ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

Subscribed, sworn to and acknowledged before me by _____, on this ____ day of _____, 2015.

Notary Public in and for Alaska

My Commission Expires: _____

EXHIBIT 'A'
LEGAL DESCRIPTIONS OF LOTS 'A' AND 'B', TO THE CITY OF WINTERS

LOT A:

That portion of real property situated in the City of Winters, County of Yolo, State of California, and being a portion of Lots 12 and 13, "Waldmar's Survey of Rancho Rio De Los Putos" more particularly described as follows:

Lot A, as shown on Parcel Map 5086, filed in Book _____ of Maps at Pages _____, Yolo County Records.

Containing 1.02 Acres more or less.

LOT B:

That portion of real property situated in the City of Winters, County of Yolo, State of California, and being a portion of Lots 12 and 13, "Waldmar's Survey of Rancho Rio De Los Putos" more particularly described as follows:

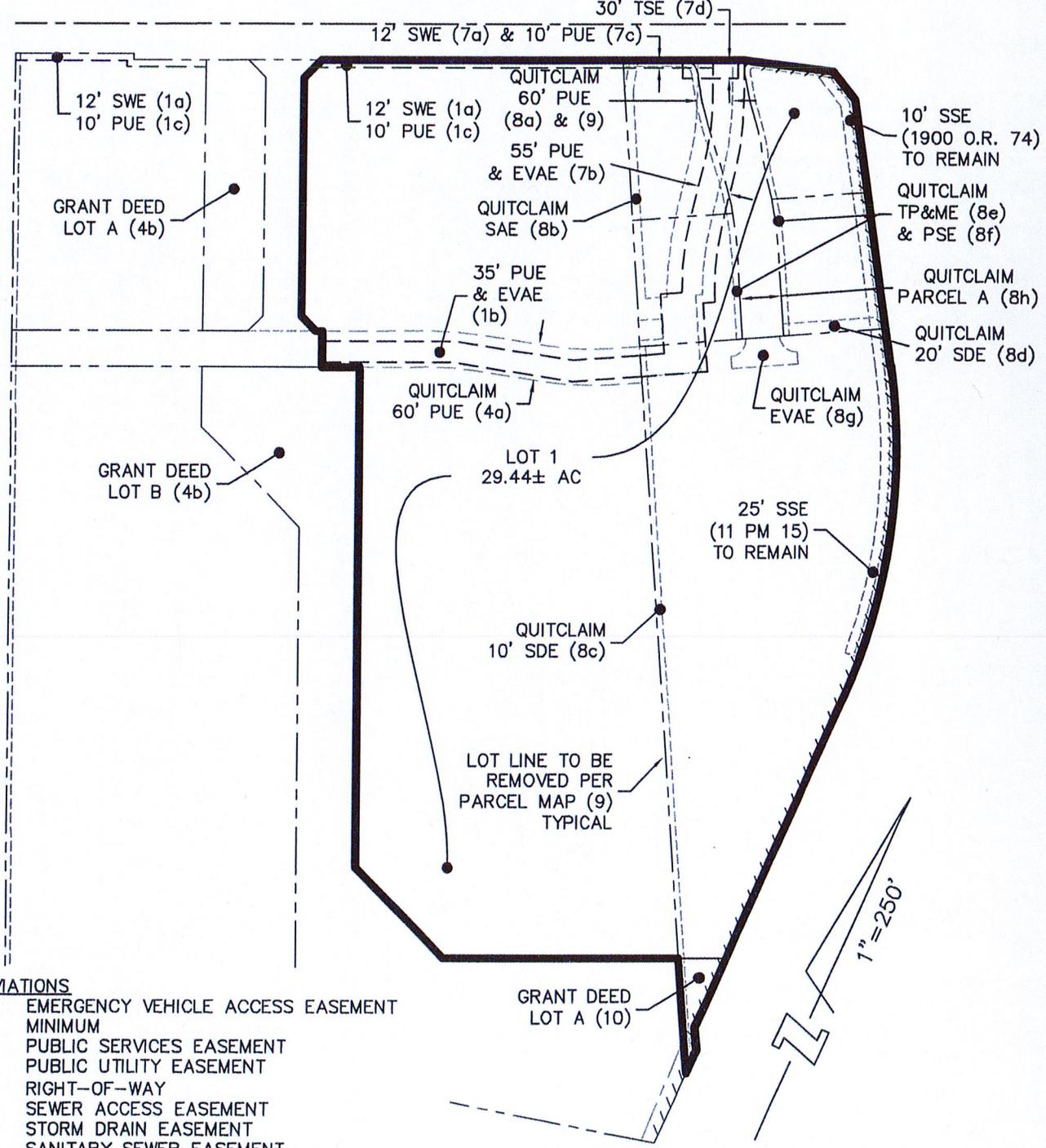
Lot B, as shown on Parcel Map 5086, filed in Book _____ of Maps at Pages _____, Yolo County Records.

Containing 7.82 Acres, more or less.

Jonathan P. Shattuck, PLS 8940

Date

EAST GRANT AVENUE (CA HWY 128)



ABBREVIATIONS

EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
MIN	MINIMUM
PSE	PUBLIC SERVICES EASEMENT
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
SAE	SEWER ACCESS EASEMENT
SDE	STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
TP&ME	TREE PLANTING & MAINTENANCE EASEMENT
TSE	TRAFFIC SIGNAL EASEMENT

CONVEYANCES AND QUITCLAIMS



980 9TH ST
SUITE 1770
SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

SEPTEMBER 16, 2015

EXHIBIT D
PG&E GRANT DEED

RECORDING REQUESTED BY AND RETURN TO:

City Clerk
City of Winters
318 First Street
Winters, CA 95694

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2408-01

GRANT DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantor, hereby grants to the **CITY OF WINTERS**, a municipal corporation, hereinafter called Grantee, the real property ("**Property**"), situated in the City of Winters, State of California, described as follows:

(APN: 038-070-028, 038-070-029, 038-070-030, 038-070-031, 038-070-032)

A portion of those certain parcels of land situated in the Northeast quarter of Section 22 of Township 8 North, Range 1 West, Mount Diablo Base and Meridian, recorded as Document #2009-0030875 of Deeds of the County of Yolo, State of California, particularly described therein as follows:

See EXHIBIT "A" attached hereto and made a part hereof for a full legal description.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: _____, _____.

PACIFIC GAS AND ELECTRIC COMPANY
a California corporation,

By _____
Dawn Plise
Land Services Supervisor

“This conveyance is accepted by the undersigned on behalf of the City of Winters pursuant to City Council Resolution _____, recorded (date: _____), in the Recorder’s Offices of the aforesaid County and State.”

Dated: _____

Signed: _____

Nanci Mills, City Clerk Winters

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, _____,
Here 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 of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

EXHIBIT 'A'
LEGAL DESCRIPTION OF LOT 'A' IN FEE TO THE CITY OF WINTERS

That portion of real property situated in the City of Winters, County of Yolo, State of California, and being a portion of Lot 12, "Waldmar's Survey of Rancho Rio De Los Putos", more particularly described as follows:

Lot 'A', as shown on Parcel Map 5097, filed in Book ___ of Maps at Pages ___, Yolo County Records.

Jonathan P. Shattuck, PLS 8940

Date

RESOLUTION NO. 2015-44

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
AUTHORIZING THE MAYOR TO EXECUTE CERTAIN QUITCLAIM DEEDS AND
GRANT DEED ON BEHALF OF THE CITY IN FURTHERANCE OF THE
ABANDONMENT OF PROPERTY INTERESTS PURSUANT TO PARCEL MAP
NUMBERS 5086 AND 5097**

WHEREAS, on September 22, 2015 the City of Winters Planning Commission on September 22, 2015 conditionally approved Parcel Map Nos. 5086 and 5097, which provide for the subdivision of certain land in the City of Winters that is being developed as the Pacific Gas and Electric Winters Gas Operations Technical Training Center (the "Parcel Maps"); and

WHEREAS, said Parcel Maps reconfigured the subject property in accordance with the anticipated development of the property, which included the dedication of certain easements for public utilities, emergency vehicle access, and other public uses; and

WHEREAS, the property was encumbered by certain public utility, sewer access, storm drain, maintenance, public service, and emergency vehicle access easements, and grants of street right of way which were inconsistent with the Parcel Maps and were consequently abandoned by written notation on the Parcel Maps as permitted by Government Code Section 66499.20.2; and

WHEREAS, in order to confirm the abandonment of such easements and grants of right of way in accordance with the approved Parcel Maps and remove any potential cloud on the title of the subject property, the owners of the property that is the subject of the Parcel Maps have requested that the City execute certain Quitclaim Deeds and Grant Deed to confirm that the City has abandoned such easements and right of way, and the City desires to assist in removing any such cloud;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that the City hereby approves, subject to minor, non-substantive amendment as approved by the City Attorney, (1) the Grant Deed from the City of Winters to Lauri McClish, Kathi Petersen, Martin J. Newkom and Nanci C. Newkom, James N. McClish and Gwen E. Bertinoia, in the form attached hereto as Exhibit A, (2) the Quitclaim Deed from the City of Winters to Lauri McClish, Kathi Petersen, Martin J. Newkom and Nanci C. Newkom, James N. McClish and Gwen E. Bertinoia, in the form attached hereto as Exhibit B, and (3) the Quitclaim Deed from the City of Winters to Pacific Gas and Electric in the form attached hereto as Exhibit C.

///

///

BE IT FURTHER RESOLVED that the Mayor of the City of Winters is hereby authorized and directed to execute each of the above referenced Deeds, and take such other actions as are necessary to carry out the direction as set forth in this Resolution

PASSED AND ADOPTED by the City Council of the City of Winters, on this 23rd day of September, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk

BE IT FURTHER RESOLVED that the Mayor of the City of Winters is hereby authorized and directed to execute each of the above referenced Deeds, and take such other actions as are necessary to carry out the direction as set forth in this Resolution

PASSED AND ADOPTED by the City Council of the City of Winters, on this 23rd day of September, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk

EXHIBIT A
GRANT DEED
[CITY TO MCCLISH]

RECORDING REQUESTED BY AND RETURN TO:

(INSERT GRANTEE RETURN MAILING ADDRESS)

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

GRANT DEED

CITY OF WINTERS, a municipal corporation, hereinafter called Grantor, hereby grants to **LAURI MCCLISH**, a widow, as to an undivided 13% interest; **KATHI PETERSEN**, who acquired title as "Dawn Pedersen, Public Guardian, as Conservator for the Estate of Kathi Petersen, pursuant to State of Alaska First Judicial Council Superior Court Case No. IJU-04-9-PR-C," as to an undivided 13% interest; **MARTIN J. NEWKOM** and **NANCY C. NEWKOM**, as Trustees of the Newkom Family Living Trust dated Sept. 27, 1991, as to an undivided 37% interest; **JAMES N. McCLISH** and **GWEN E. BERTINOIA**, as Co-Trustees of the McClish Family Trust A, established June 1, 2010, as to an undivided 37% interest, the real property ("**Property**"), situated in the City of Winters, State of California, described as follows:

(APN: 038-070-037, 038-070-038, 039-070-039)

A portion of those certain parcels of land situated in the Northeast quarter of Section 22 of Township 8 North, Range 1 West, Mount Diablo Base and Meridian, recorded as Document #2015-0009371 of Deeds of the County of Yolo, State of California, particularly described therein as follows:

See EXHIBIT "A" attached hereto and made a part hereof for a full legal description.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: _____, _____.

CITY OF WINTERS

By _____
Cecilia Aguiar-Curry, Mayor
City of Winters

“This conveyance is approved by the City of Winters pursuant to City Council Resolution _____,
recorded (date: _____), in the Recorder’s Offices of the aforesaid County and State.”

ATTEST:

Nanci G. Mills, City Clerk
City of Winters

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, _____,
Here 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 of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

EXHIBIT 'A'
LEGAL DESCRIPTION OF FEE TITLE GRANT FROM CITY OF WINTERS

That portion of real property situated in the City of Winters, County of Yolo, State of California, and being a portion of Lots 12 and 13, "Waldmar's Survey of Rancho Rio De Los Potos", and also being a portion of the land shown in the Grant Deed recorded August 07, 2009, as instrument number 2009-0025459, Yolo County Records, more particularly described as follows:

Beginning at the southern corner of Parcel No. 4, as shown on Parcel Map No. 4057, filed in Book 11 of Parcel Maps at Page 15, Yolo County Records, Thence southeasterly, along the west line of said Parcel Map and also being the east line of said land in Grant deed South 28°57'15" East, a distance of 60.00' feet;

Thence, leaving said west line and continuing along the southern boundary of said land in Grant deed South 61°02'45" West, a distance of 50.37' feet to the beginning a tangent curve concave to the north, having a radius of 530.00 feet; thence continuing along said southern boundary, through a central angle of 12°47'59", and an arc length of 118.40 feet;

Thence, continuing along the said southern boundary North 73°50'44" West a distance of 115.38 feet to the beginning of a tangent curve concave to the south, having a radius of 470.00 feet; thence, continuing along said southern boundary, through a central angle of 8°48'11", and an arc length of 72.21 feet;

Thence, continuing along the said southern boundary South 65°02'33" West a distance of 192.31 feet; Thence leaving said southern boundary North 24°57'27" West a distance of 60.00 feet to a point on a northern boundary of the land described in said Grant deed;

Thence, northeasterly, along said northern boundary, and parallel to said southern boundary North 65°02'33" East a distance of 192.32 feet to the beginning of a tangent curve concave to the south, having a radius of 530.00 feet; thence, continuing along said northern boundary, through a central angle of 8°48'11", and an arc length of 81.43 feet;

Thence, continuing along the said northern boundary South 73°50'44" East a distance of 115.36 feet to the beginning of a tangent curve concave to the north, having a radius of 470.00 feet; thence, continuing along said northern boundary, through a central angle of 12°47'59", and an arc length of 105.00 feet;

Thence, continuing along the said northern boundary North 61°02'45" East a distance of 50.38 feet to the Point of Beginning.

The bearing of South 25°04'41" East, as shown for the centerline of Wild Rose Lane, on Tract No. 4073, Putah Creek Hamlet No. 1, filed in Book 20 of Maps at Page 12, Yolo County Records, is used as the Basis for this legal description.

Containing 0.75 Acres, more or less.

Jonathan P. Shattuck, PLS 8940

Date

LEGEND



- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE PER THIS EXHIBIT
- SURVEYED CENTERLINE OF PUTAH CREEK
- - - - EASEMENT LIMITS
- FOUND AND ACCEPTED MONUMENT AS DESCRIBED
- (100.00') RECORD DATA PER PARCEL MAP NO. 4057, FILED IN BOOK 11 OF PARCEL MAPS AT PAGE 15, YOLO COUNTY RECORDS
- ((100.00')) RECORD DATA PER RECORD OF SURVEY, FILED IN BOOK 2007, PAGE 138, BOOK OF MAPS, YOLO COUNTY RECORDS
- [100.00'] RECORD DATA PER GRANT DEED, RECORDED AUGUST 17, 2001, AS INSTRUMENT NO. 2001-0029265, YOLO COUNTY RECORDS
- {100.00'} RECORD DATA PER TRACT NO. 4073, PUTAH CREEK HAMLET NO. 1, FILED IN BOOK 20 OF MAPS AT PAGE 12, YOLO COUNTY RECORDS
- <100.00'> RECORD DATA PER GRANT DEED RECORDED AUGUST 07, 2009, INSTRUMENT NO. 2009-0025459, YOLO COUNTY RECORDS

BASIS OF BEARINGS: THE BEARING OF S 25°04'41" E, AS SHOWN FOR THE CENTERLINE OF WILD ROSE LANE ON TRACT NO. 4073, PUTAH CREEK HAMLET NO. 1, FILED IN BOOK 20 OF MAPS AT PAGE 12, YOLO COUNTY RECORDS, IS USED AS THE BASIS FOR THIS MAP.

ITEMS AFFECTING THE LAND

NOTE 1: STRIP OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED, RECORDED MARCH 15, 1979 IN BOOK 1356, PAGE 731, YOLO COUNTY OFFICIAL RECORDS.

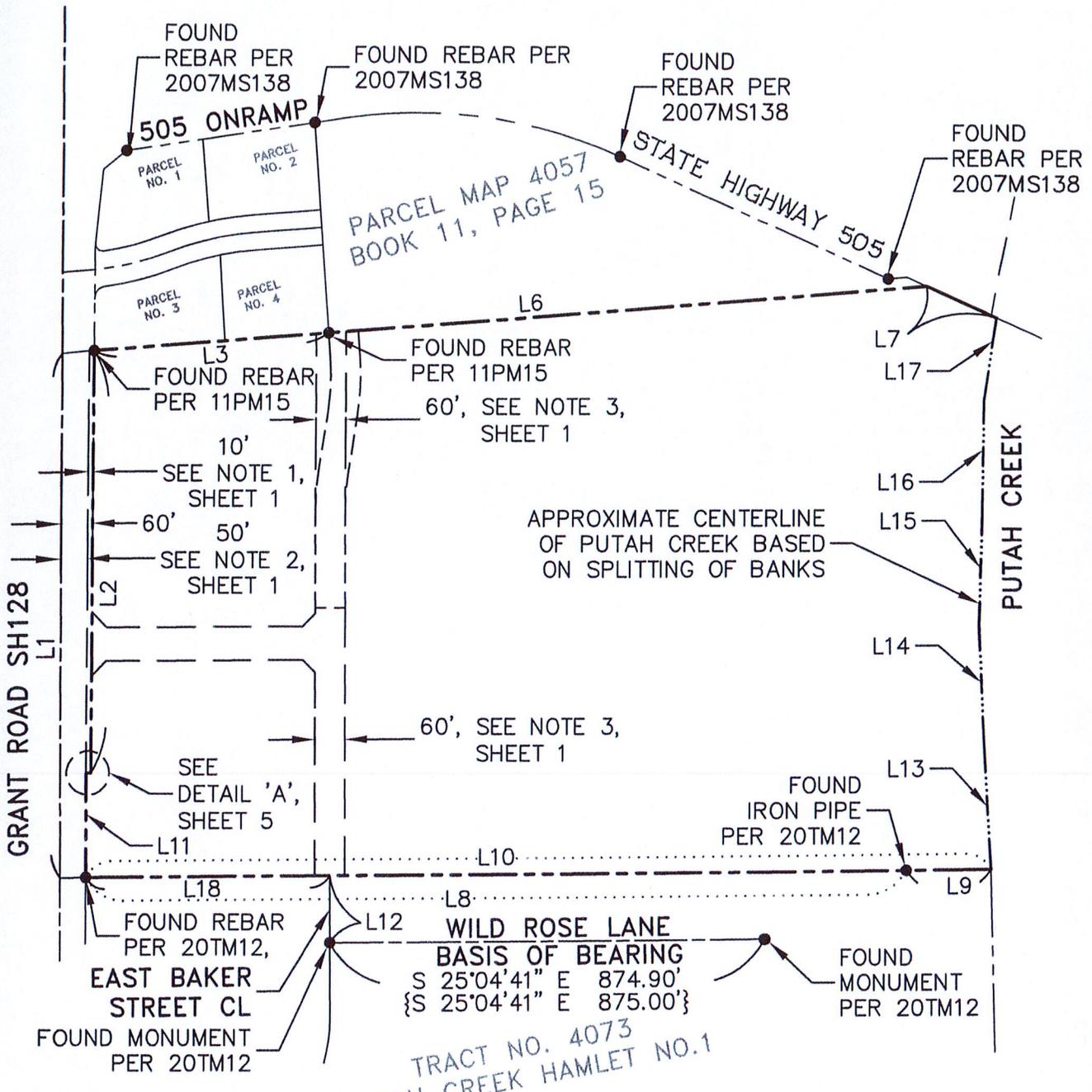
NOTE 2: STRIP OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED, RECORDED DECEMBER 21, 1959 IN BOOK 591, PAGE 334, YOLO COUNTY OFFICIAL RECORDS.

NOTE 3: RIGHT-OF-WAY AND PUE, DEDICATED TO THE CITY OF WINTERS, IN FEE, DATED AUGUST 07, 2009, AS INSTRUMENT NO. 2009-0025459-00, YOLO COUNTY RECORDS.



980 9TH ST
SUITE 1770
SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

Subject EXHIBIT 'A'
CITY OF WINTERS ROW
Job No. 20128012-12
By JPS Date 09/15/15 Chkd. JPS
SHEET 1 OF 5

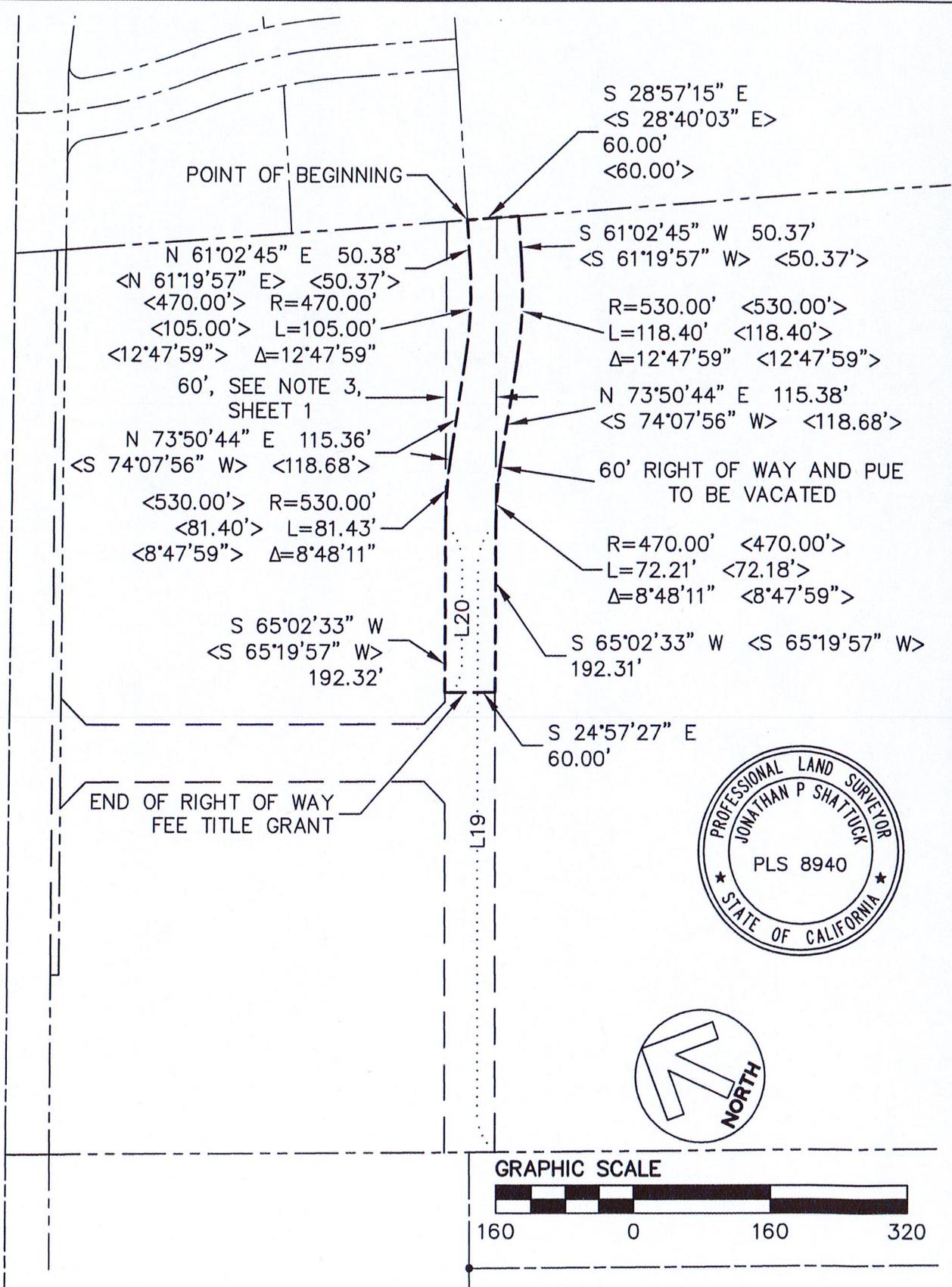


GRAPHIC SCALE



980 9TH ST
SUITE 1770
SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

Subject EXHIBIT 'A'
CITY OF WINTERS ROW
Job No. 20128012-12
By JPS Date 09/15/15 Chkd. JPS
SHEET 2 OF 5



980 9TH ST
SUITE 1770
SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

Subject EXHIBIT 'A'
CITY OF WINTERS ROW
Job No. 20128012-12
By JPS Date 09/15/15 Chkd. JPS
SHEET 3 OF 5

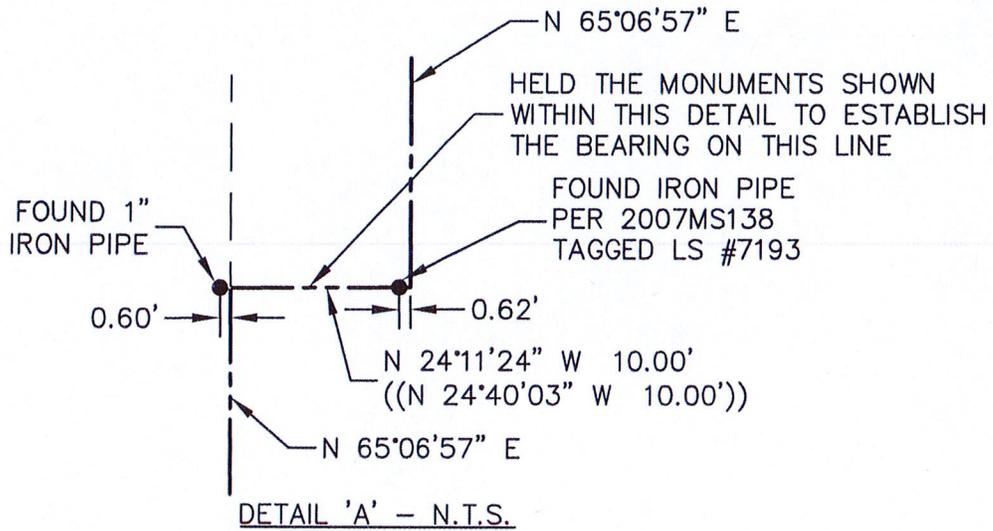
LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 65°06'57" E [N 65° E] {{N 65°20'54" E}}	1033.88' [15.65 CHAINS]
L2	N 65°06'57" E	832.46'
L3	N 28°57'15" W (N 28°40'03" W)	476.26' (478.00')
L4	NOT USED	
L5	NOT USED	
L6	N 28°57'15" W (N 28°40'03" W)	1687.71' 1688.19'
L7	N 00°32'26" W ((N 00°15'02" W))	156.79'
L8	S 25°05'40" E {S 25°04'41" E}	1651.64' {1651.54}'
L9	S 25°05'40" E {S 25°04'41" E}	172.23' {172.23}'
L10	S 25°05'40" E {S 25°04'41" E}	1823.87'
L11	N 65°06'57" E	205.62'
L12	S 64°55'19" W {S 64°55'19" W}	133.12' {135.50}'
L13	S 61°46'16" W	251.60'
L14	S 62°46'43" W	230.64'
L15	N 66°53'24" E	222.55'
L16	N 66°00'59" E	219.59'
L17	N 74°15'08" E	164.89'
L18	S 25°05'40" E {S 25°04'41" E}	491.65'
L19	N 65°02'33" E <S 65°19'57" W>	719.83' 716.00'
L20	N 65°02'33" E <S 65°19'57" W>	203.32' 200.00'



980 9TH ST
SUITE 1770
SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

Subject EXHIBIT 'A'
CITY OF WINTERS ROW
Job No. 20128012-12
By JPS Date 09/15/15 Chkd. JPS
SHEET 4 OF 5



980 9TH ST
SUITE 1770
SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

Subject EXHIBIT 'A'
CITY OF WINTERS ROW
Job No. 20128012-12
By JPS Date 09/15/15 Chkd. JPS
SHEET 5 OF 5

EXHIBIT B
QUITCLAIM DEED
[CITY TO MCCLISH]

RECORDING REQUESTED BY AND RETURN TO:

(INSERT RETURN ADDRESS OF GRANTEE)

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

QUITCLAIM DEED

CITY OF WINTERS, a municipal corporation, hereinafter called Winters, hereby quitclaims to **LAURI MCCLISH**, a widow, as to an undivided 13% interest; **KATHI PETERSEN**, who acquired title as "Dawn Pedersen, Public Guardian, as Conservator for the Estate of Kathi Petersen, pursuant to State of Alaska First Judicial Council Superior Court Case No. IJU-04-9-PR-C," as to an undivided 13% interest; **MARTIN J. NEWKOM** and **NANCY C. NEWKOM**, as Trustees of the Newkom Family Living Trust dated Sept. 27, 1991, as to an undivided 37% interest; **JAMES N. McCLISH** and **GWEN E. BERTINOIA**, as Co-Trustees of the McClish Family Trust A, established June 1, 2010, as to an undivided 37% interest, the real property ("**Property**"), situated in the City of Winters, State of California, described as follows:

(a portion of APN: 038-070-028, 038-070-029, 038-070-030, 038-070-031, 038-070-032)

1. A portion of the 60' Public Utility Easement granted to Winters, by Donald James McClish, et al., in deed fully executed on June 30th, 2009, and recorded as document #2009-25459 of Official Records, Yolo County Records, and described as follows:

See EXHIBIT "A" attached hereto and made a part hereof for a full legal description of the area to be quitclaimed.

Dated: _____, _____.

CITY OF WINTERS

By _____
Cecilia Aguiar-Curry, Mayor
City of Winters

“This conveyance is approved by the City of Winters pursuant to City Council Resolution _____, recorded (date: _____), in the Recorder’s Offices of the aforesaid County and State.”

ATTEST:

Nanci G. Mills, City Clerk
City of Winters

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, _____,
Here 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 of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

EXHIBIT 'A'
LEGAL DESCRIPTION OF QUITCLAIMED PUE

That portion of real property situated in the City of Winters, County of Yolo, State of California, and being a portion of Lots 12 and 13, "Waldmar's Survey of Rancho Rio De Los Putos" and being a portion of the "New 60' Utility Easement" shown in 'Attachment 1' within the Grant Deed to the City of Winters, recorded August 07, 2009, as Instrument No. 2009-0025459, Yolo County Records, more particularly described as follows:

All that land, of the said utility easement, as shown in said 'Attachment 1', lying within Lot 3, as shown on Parcel Map 5086, filed in Book _____ of Maps at Pages _____, Yolo County Records.

Containing 0.75 Acres more or less.

Jonathan P. Shattuck, PLS 8940

Date

EXHIBIT C
QUITCLAIM DEED
[CITY TO PG&E]

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
343 Sacramento Street
Auburn, CA 95603

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2408-01-

QUITCLAIM DEED

CITY OF WINTERS, a municipal corporation, hereinafter called Winters, hereby quitclaims to **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation, any and all, right, title and interest to the real property ("**Property**"), situated in the City of Winters, State of California, described as follows:

(a portion of APN: 038-070-028, 038-070-029, 038-070-030, 038-070-031, 038-070-032)

1. The 60' Public Utility Easement and Sewer Access Easement and rights granted to Winters, by Jordan Family Partnership IV, a California partnership, in deed dated September 8th, 2011, and recorded as document # 2011-24906 of Official Records, Yolo County Records.

2. The 10' & 20' Storm Drain Easements, the 10' Tree Planting and Maintenance Easements, the 10' Public Services Easements, the Emergency Vehicle Turn-Around Easement, and the Road Right of Way identified as Parcel "A" and named Gateway Drive, offered for dedication to Winters, and accepted, from Winters Commercial Investors, LTD, a California limited partnership, and filed for record November 18th, 1993 in Book 11 of Parcel Maps at page 15 – 17.

Dated: _____, _____.

CITY OF WINTERS

By _____
Cecilia Aguiar-Curry, Mayor
City of Winters

“This conveyance is approved by the City of Winters pursuant to City Council Resolution _____,
recorded (date: _____), in the Recorder’s Offices of the aforesaid County and State.”

ATTEST:

Nanci G. Mills, City Clerk
City of Winters

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, _____,

Here 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 of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

RESOLUTION NO. 2015-45

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
APPROVING THE TERMINATION AND PARTIAL TERMINATION OF CERTAIN
PUBLIC INFRASTRUCTURE AGREEMENTS AND SUBDIVISION IMPROVEMENT
AGREEMENT AND GUARANTY**

WHEREAS, on July 7, 2015 the City of Winters approved certain land use entitlements for the development of certain property located in the City of Winters by Pacific Gas and Electric Company (“PG&E”) as the Pacific Gas and Electric Winters Gas Operations Technical Training Center (the “GOTTC”); and

WHEREAS, on September 22, the Planning Commission approved Parcel Map Numbers 5086 and 5097 (the “Parcel Maps”), which reconfigure the subject property to allow for the development of the GOTTC in accordance with the entitlements approved by the City; and

WHEREAS, the property upon which the GOTTC is intended to be developed is encumbered by a Public Infrastructure Agreement recorded in the Official Records of Yolo County as Instrument No. 2011-0024905 (the “Jordan Public Infrastructure Agreement”), a Public Infrastructure Agreement recorded in the Official Records of Yolo County as Instrument No. 2009-0025460 (the “McClish Public Infrastructure Agreement”) (collectively the “Public Infrastructure Agreements”), a Subdivision Improvement and Maintenance Agreement recorded in the Official Records of Yolo County as Instrument No. 37645, and an Agreement; Guarantee of Compliance with Section 2081 Fish and Game Code recorded in the Official Records of Yolo County as Instrument No. 37646 (collectively the “Parcel Map Agreements”); and

WHEREAS, the Public Infrastructure Agreements both provide that the conveyance of certain public utility easements that will be abandoned through the recordation of the Parcel Maps, and

WHEREAS, the Public Infrastructure Agreements both additionally provide that the costs of engineering, planning and constructing the public improvements contemplated in the Public Infrastructure Agreements would initially be paid by the City, but would be subject to reimbursement by the benefitting property owners upon development of their property; and

WHEREAS, the City has constructed and installed the public improvements contemplated by the Public Infrastructure Agreements and determined the pro rata cost of such public improvements, and PG&E is required as a condition to the approval of the land use entitlements for the GOTTC to pay its pro rata share of the cost of such improvements with respect to the property being developed at the GOTTC and certain adjacent property that shall be dedicated to the City as required as a further condition of approval of the land use entitlements for the GOTTC; and

WHEREAS, the Parcel Map Agreements were entered into pursuant to a previously approved subdivision of property that was never completed or developed and therefore should no longer apply to the subject property; and

WHEREAS, due to the fact that the public improvements contemplated by the Public Infrastructure Agreements have been completed and PG&E is required and has agreed to pay the pro rata share of those public improvements as they apply to the property to be developed as the GOTTC and the adjacent properties to be dedicated to the City, the Jordan Public Infrastructure Agreement may be terminated and the McClish Public Infrastructure Agreement may be terminated as it applies to the property to be developed as the GOTTC and the adjacent City Property; and

WHEREAS, the Parcel Map Agreements are further unnecessary and should be terminated as they were intended to apply to a previous subdivision that was never developed.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that the City hereby approves, subject to minor, non-substantive changes as approved by the City Attorney, (1) the Partial Termination and Release of Public Infrastructure Agreement [McClish Property], in the form attached hereto as Exhibit A, (2) the Termination and Release of Public Infrastructure Agreement [Jordan Property], in the form attached hereto as Exhibit B, and (3) the Termination and Release [Subdivision Improvement and Maintenance Agreement and Agreement and Guarantee of Compliance with Section 2081 Fish and Game Code], in the form attached hereto as Exhibit C.

BE IT FURTHER RESOLVED that the Mayor of the City of Winters is hereby authorized and directed to execute each of the above referenced documents, and take such other actions as are necessary to carry out the direction as set forth in this Resolution.

PASSED AND ADOPTED by the City Council of the City of Winters, on this 23rd day of September, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk

EXHIBIT A

PARTIAL TERMINATION AND RELEASE OF PUBLIC INFRASTRUCTURE AGREEMENT

[McClish Property]

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Mark Redford
Principal Real Estate Transaction Manager
CRESS | Corporate Real Estate Strategy & Services
245 Market Street, Room 1551A
Mail Code: N15G
San Francisco, CA 94105

Location: Winters, California
Recording Fee \$ _____
Document Transfer Tax \$0 – No Consideration

Signature of declarant or agent determining tax

(APN: Portion of 038-070-037,
038-070-038, 038-070-039)

(Space above this line reserved for Recorder's use only)

**PARTIAL TERMINATION AND RELEASE OF
PUBLIC INFRASTRUCTURE AGREEMENT**
[McClish Property]

THIS PARTIAL TERMINATION AND RELEASE OF PUBLIC INFRASTRUCTURE AGREEMENT (this "Release"), dated as of _____, 2015 (the "Effective Date"), is made by the CITY OF WINTERS, a municipal corporation ("City") and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("PG&E"), with reference to the following recited facts:

RECITALS

A. The City and LAURI MCCLISH, LISA HUMBLE, KATHI PETERSEN, each as to an undivided one-ninth interest; MARTIN J. NEWKOM and NANCY C. NEWKOM, Trustees of the Newkom Family Living Trust dated, September 27, 1991, as to an undivided one-third interest; and DONALD JAMES MCCLISH, a married man as his sole and separate property, as to an undivided one-third interest (collectively referred to herein as the "Prior Owner") entered into that certain Public Infrastructure Agreement, dated June 16, 2009, which

was recorded in the office of the Recorder of Yolo County on August 7, 2009, as Instrument No. 2009-0025458, as amended by that certain Addendum to Exhibit B of the Public Infrastructure Agreement, dated June 16, 2009, which was recorded in the office of the Recorder of Yolo County on August 7, 2009, as Instrument No. 2009-0025460-00 (collectively, the "Agreement"), which affected certain real property located in Yolo County, California, owned by the Prior Owner, including, but not limited to, that certain real property legally described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. Pursuant to the terms of the Agreement, the Prior Owner dedicated certain public utility easements to the City, and the Agreement provided that the City may construct, maintain, replace and reconstruct certain public improvements within the sewer access and public utility easements.

C. The Agreement further provides that the costs of engineering, planning and constructing the public improvements contemplated in the Agreement shall initially be paid for by the City, but would be subject to reimbursement by Prior Owner and other benefitting property owners on a pro rata basis, upon subsequent development of the Property and other benefitting properties, as applicable.

D. The City has constructed and installed the public improvements to the City's sewer collection system, pump station, and water system as contemplated in the Agreement, and determined the pro rata cost of such improvements for the benefitted properties on a per acre basis.

E. The Property was transferred from the Prior Owner to LAURI MCCLISH, a widow, as to an undivided 13% interest; KATHI PETERSEN, who acquired title as "Dawn Pedersen, Public Guardian, as Conservator for the Estate of Kathi Petersen, pursuant to State of Alaska First Judicial Council Superior Court Case No. IJU-04-9-PR-C," as to an undivided 13% interest; MARTIN J. NEWKOM and NANCY C. NEWKOM, as Trustees of the Newkom Family Living Trust dated Sept. 27, 1991, as to an undivided 37% interest; JAMES N. McCLISH and GWEN E. BERTINOIA, as Co-Trustees of the McClish Family Trust A, established June 1, 2010, as to an undivided 37% interest (collectively, "Seller"). PG&E subsequently acquired a portion of the Property, known as Lot 3 ("Lot 3"), from Seller, and the City approved certain entitlements for the Winters PG&E Gas Operations Technical Training Center (the "GOTTC"), subject to conditions of approval, to be developed on Lot 3 and certain adjacent property acquired by PG&E. City subsequently acquired the remainder of the Property, known as Lots A and B ("Lots A and B"), from Seller.

F. As a condition of approval of the entitlements of the GOTTC, PG&E is required to pay the City its pro rata share with respect to Lot 3 and Lots A and B of the costs of the improvements to the City's sewer collection system, pump station and water system as determined by the City.

G. Since the improvements contemplated by the Agreement were constructed, and PG&E is required to pay its pro rata share with respect to Lot 3 and Lots A and B of the cost of such improvements based on the conditions of approval adopted as part of the development entitlements for the GOTTC, the City and PG&E acknowledge and agree that the Agreement is

no longer necessary as it applies to the Property and desire to terminate the Agreement as it applies to the Property. The Agreement shall remain in full force and effect only as it applies to the real property retained by the Seller.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and PG&E hereby agree as follows:

1. The City and PG&E hereby agree that the Agreement is hereby terminated as it applies to the Property, shall have no further force or effect with respect to the Property, and shall cease to be an encumbrance on the Property.
2. The Agreement shall remain in full force and effect only as it applies to the real property retained by the Seller, and Seller shall not be obligated to pay any amounts under the Agreement with respect to Lot 3 or Lots A and B. Seller will only be responsible for the proportion of the assessments encumbering the real property retained by Seller, and only to the extent of the proportional area of such real property.
3. This Release may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed an original.
4. This Release shall be governed by the laws of the State of California.

(signatures appear on following page)

**SIGNATURE PAGE TO
PARTIAL TERMINATION AND RELEASE OF PUBLIC INFRASTRUCTURE
AGREEMENT
[McClish Property]**

IN WITNESS WHEREOF, the City and PG&E have caused this Release to be signed, acknowledged and attested on their behalf by their duly authorized representatives, as set forth below:

CITY OF WINTERS

By: _____
Cecilia Aguiar-Curry
Mayor

Attest: _____
Nanci Mills
City Clerk

"CITY"

APPROVED AS TO FORM:

Ethan Walsh
City Attorney

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Name: _____

Title: _____

"PG&E"

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 Yolo)

On _____, before me, _____, a Notary Public, 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 _____

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)
City and County of San Francisco)

On _____, before me, _____, a Notary Public, 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 _____

EXHIBIT A

Legal Description of the Property

That portion of real property situated in the City of Winters, County of Yolo, State of California, and being a portion of Lots 12 and 13, "Waldmar's Survey of Rancho Rio De Los Putos" more particularly described as follows:

Lot 3, Lot A and Lot B, as shown on Parcel Map 5086, recorded in Book _____ of Maps at Page _____, Yolo County Recorder's Office.

EXHIBIT B

TERMINATION AND RELEASE OF PUBLIC INFRASTRUCTURE AGREEMENT

[Jordan Property]

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Mark Redford
Principal Real Estate Transaction Manager
CRESS | Corporate Real Estate Strategy & Services
245 Market Street, Room 1551A
Mail Code: N15G
San Francisco, CA 94105

Location: Winters, California
Recording Fee \$ _____
Document Transfer Tax \$0 – No Consideration

Signature of declarant or agent determining tax

(APN: 038-070-028, 038-070-029, 038-070-030,
038-070-031 and 038-070-032)

(Space above this line reserved for Recorder's use only)

TERMINATION AND RELEASE OF PUBLIC INFRASTRUCTURE AGREEMENT

[Jordan Property]

THIS TERMINATION AND RELEASE OF PUBLIC INFRASTRUCTURE AGREEMENT (this "Release"), dated as of _____, 2015 (the "Effective Date"), is made by the CITY OF WINTERS, a municipal corporation ("City") and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("PG&E"), with reference to the following recited facts:

RECITALS:

A. The City and JORDAN FAMILY PARTNERSHIP IV, a California limited partnership ("Prior Owner") entered into that certain Public Infrastructure Agreement, dated September 8, 2011, which was recorded in the office of the Recorder of Yolo County on September 14, 2011, as Instrument No. 2011-0024905 (the "Agreement"), with respect to certain real property located in Yolo County, California, legally described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. Pursuant to the terms of the Agreement, the Prior Owner dedicated certain sewer access and public utility easements to the City, and the Agreement provided that the City may construct, maintain, replace and reconstruct certain public improvements within the sewer access and public utility easements.

C. The Agreement further provides that the costs of engineering, planning and constructing the public improvements contemplated in the Agreement shall initially be paid for by the City, but would be subject to reimbursement by Prior Owner and other benefitting property owners on a pro rata basis, upon subsequent development of the Property and other benefitting properties, as applicable.

D. The City has constructed and installed the public improvements to the City's sewer collection system, pump station, and water system as contemplated in the Agreement, and determined the pro rata cost of such improvements for the benefitted properties on a per acre basis.

E. PG&E subsequently acquired the Property from the Prior Owner and the City approved certain entitlements for the Winters PG&E Gas Operations Technical Training Center (the "GOTTTC"), subject to conditions of approval, to be developed on the Property and certain adjacent property acquired by PG&E.

F. As a condition of approval of the entitlements of the GOTTTC, PG&E is required to pay the City its pro rata share of the costs of the improvements to the City's sewer collection system, pump station and water system as determined by the City.

G. Since the improvements contemplated by the Agreement were constructed, and PG&E is required to pay its pro rata share of such costs based on the conditions of approval adopted as part of the development entitlements for the GOTTTC, the City and PG&E acknowledge and agree that the Agreement is no longer necessary and desire to terminate the Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and PG&E hereby agree as follows:

1. The City and PG&E hereby agree that the Agreement is hereby terminated and shall have no further force or effect with respect to the Property, and shall cease to be an encumbrance on the Property.
2. This Release may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed an original.
3. This Release shall be governed by the laws of the State of California.

(signatures appear on following page)

**SIGNATURE PAGE TO
TERMINATION AND RELEASE OF PUBLIC INFRASTRUCTURE AGREEMENT**

IN WITNESS WHEREOF, the City and PG&E have caused this Release to be signed, acknowledged and attested on their behalf by their duly authorized representatives, as set forth below:

CITY OF WINTERS

By: _____
Cecilia Aguiar-Curry
Mayor

Attest: _____
Nanci Mills
City Clerk

"CITY"

APPROVED AS TO FORM:

Ethan Walsh
City Attorney

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Name: _____

Title: _____

"PG&E"

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 Yolo)

On _____, before me, _____, a Notary Public, 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 _____

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 Yolo)

On _____, before me, _____, a Notary Public, 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 _____

EXHIBIT A

Legal Description of the Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF WINTERS, COUNTY OF YOLO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel A:

Parcels 1, 2, 3 and 4, as shown on Parcel Map No. 4057, filed November 18, 1993 in Book 11 of Parcel Maps at Pages 15, 16 and 17, Yolo County Records.

APN: 038-070-029-000, 038-070-030-000, 038-070-031-000, 038-070-032-000

Parcel B:

Remainder Parcel, as shown on Parcel Map No. 4057, filed November 18, 1993 in Book 11 of Parcel Maps at Pages 15, 16 and 17, Yolo County Records.

APN: 038-070-028-000

EXHIBIT C

TERMINATION AND RELEASE

Subdivision Improvement and Maintenance Agreement and Agreement and
Guarantee of Compliance with Section 2081 Fish and Game Code

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Mark Redford
Principal Real Estate Transaction Manager
CRESS | Corporate Real Estate Strategy & Services
245 Market Street, Room 1551A
Mail Code: N15G
San Francisco, CA 94105

Location: Winters, California
Recording Fee \$ _____
Document Transfer Tax \$0 – No Consideration

Signature of declarant or agent determining tax

(APN: 038-070-028, 038-070-029, 038-070-030,
038-070-031, 038-070-032)

(Space above this line reserved for Recorder's use only)

TERMINATION AND RELEASE

Subdivision Improvement and Maintenance Agreement and Agreement and
Guarantee of Compliance with Section 2081 Fish and Game Code

RECITALS:

A. The CITY OF WINTERS, a municipal corporation ("City") and WINTERS COMMERCIAL INVESTORS LTD., a California limited partnership ("Subdivider") entered into (i) that certain Subdivision Improvement and Maintenance Agreement, dated November 16, 1993, which was recorded in the office of the Recorder of Yolo County on November 18, 1993, in Book 2572, Page 273, as Instrument No. 37645, and (ii) that certain Agreement; Guarantee of Compliance with Section 2081 Fish and Game Code dated November 17, 1993, which was recorded in the office of the Recorder of Yolo County on November 18, 1993, in Book 2572, Page 293, as Instrument No. 37646 (collectively, the "Parcel Map Agreements"), with respect to certain real property located in Yolo County, California, legally described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. The Jordan Family Partnership IV, L.P., a California limited partnership, is the successor-in-interest to Subdivider and is the current owner of the Property ("Owner").

C. Since the improvements contemplated by the Parcel Map Agreements were never constructed, the parties wish to memorialize that the obligations and responsibilities of Subdivider and Owner under the Parcel Map Agreements are terminated.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City states that the Parcel Map Agreements are terminated and releases Subdivider, Owner, and their respective successors and assigns, from any and all responsibilities and obligations under the Parcel Map Agreements. In addition, City quitclaims to Owner, and its successors and assigns, any and all right, title or interest in the Property arising in connection with the Parcel Map Agreements.

Executed as of _____, 2015.

CITY OF WINTERS

By _____
Cecilia Aguiar-Curry
Mayor

Attest _____
Nanci Mills
City Clerk

“CITY”

APPROVED AS TO FORM:

Ethan Walsh
City Attorney

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 Yolo)

On _____, before me, _____, a Notary Public, 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 _____

EXHIBIT A

Legal Description of the Property

THE REAL PROPERTY REFERRED TO HEREIN IS SITUATED IN THE CITY OF WINTERS, COUNTY OF YOLO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel A:

Parcels 1, 2, 3 and 4, as shown on Parcel Map No. 4057, filed November 18, 1993 in Book 11 of Parcel Maps at Pages 15, 16 and 17, Yolo County Records

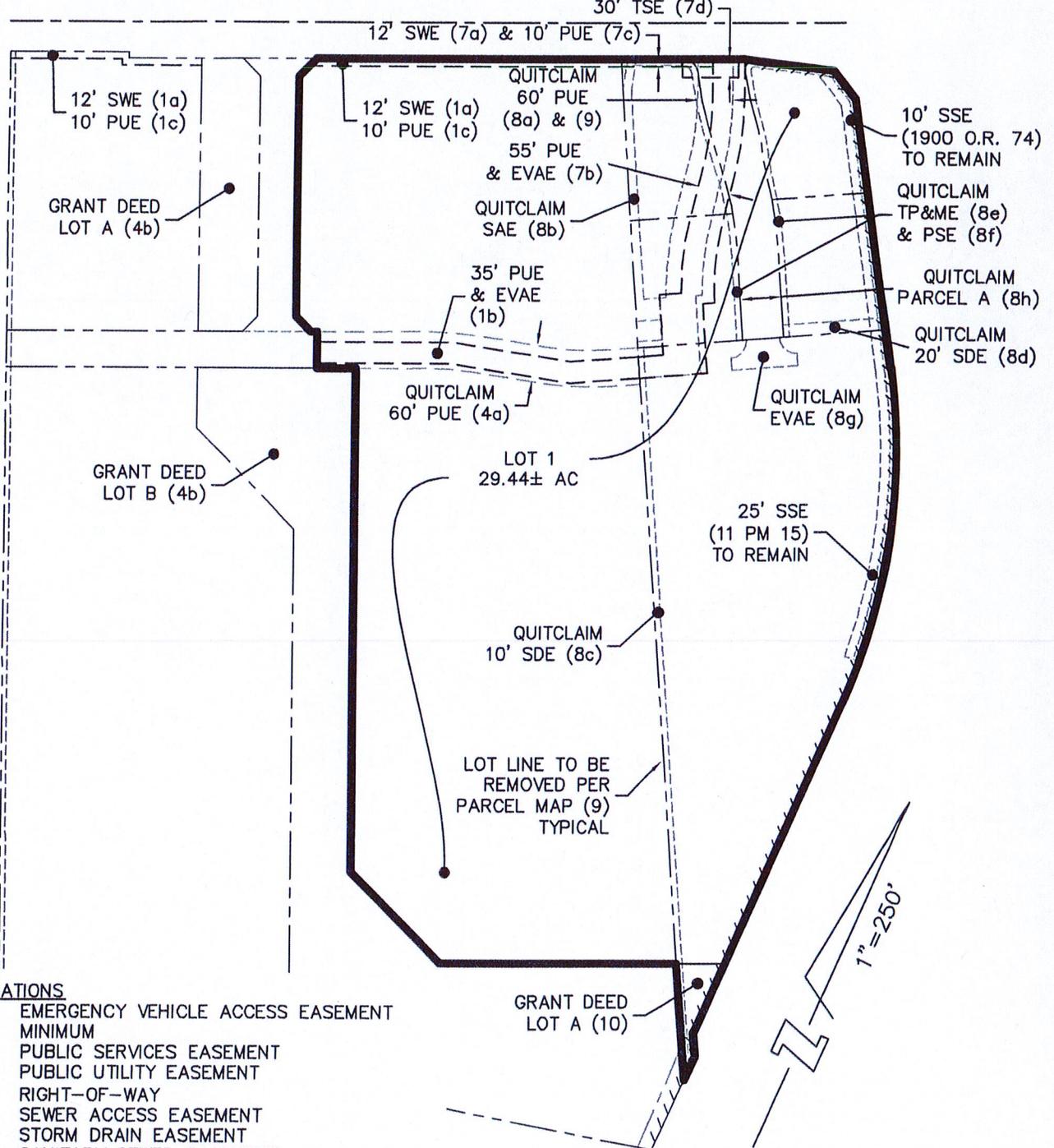
APN: 038-070-029-000, 038-070-030-000, 038-070-031-000, 038-070-032-000

Parcel B:

Remainder Parcel, as shown on Parcel Map No. 4057, filed November 18, 1993 in Book 11 of Parcel Maps at Pages 15, 16 and 17, Yolo County Records.

APN: 038-070-028-000

EAST GRANT AVENUE (CA HWY 128)



ABBREVIATIONS

EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
MIN	MINIMUM
PSE	PUBLIC SERVICES EASEMENT
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
SAE	SEWER ACCESS EASEMENT
SDE	STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
TP&ME	TREE PLANTING & MAINTENANCE EASEMENT
TSE	TRAFFIC SIGNAL EASEMENT

CONVEYANCES AND QUITCLAIMS

BKF
 ENGINEERS / SURVEYORS / PLANNERS
 980 9TH ST
 SUITE 1770
 SACRAMENTO, CA 95814
 916-556-5800
 916-556-5899 (FAX)



TO: Honorable Mayor and Council Members

DATE: September 23, 2015

THROUGH: John W. Donlevy, Jr., City Manager

FROM: Ethan Walsh, City Attorney

SUBJECT: Approval of Right of Entry and License Agreement with Pacific Gas and Electric Company

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into a Right of Entry and License Agreement with Pacific Gas and Electric Company in the form attached to this Staff Report, subject to minor, non-substantive modifications as approved by the City Attorney.

BACKGROUND

Pursuant to the anticipated approval of Parcel Map Nos. 5086 and 5097 by the Planning Commission and approval of the real property conveyances that are also on this meeting's agenda, the City will take ownership of certain property immediately adjacent to the proposed GOTTC project, which will be improved with certain drainage improvements that are required to be constructed by PG&E as a condition of approval of the GOTTC project. The drainage improvements must be constructed before PG&E can commence construction on the actual project, and PG&E therefore desires to be granted access to the City's property as soon as possible in order to commence work on the drainage improvements.

The proposed agreement would grant PG&E access to the City's property in order to commence the required construction work and provide the City with indemnity for any of PG&E's activities

on the Site. The Agreement further allows that PG&E can use the soil excavated from City property in constructing the drainage improvements on PG&E's property. This will help PG&E to level its property as necessary and eliminate the need to import soil from another location.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

Right of Entry and License Agreement

RIGHT OF ENTRY AND LICENSE AGREEMENT

This Right of Entry and License Agreement (this "**License Agreement**"), dated for reference purposes only as of _____, 2015, is entered into by and between the City of Winters, a municipal corporation ("**City**"), and Pacific Gas and Electric Company, a California corporation ("**PG&E**").

RECITALS:

A. City owns that certain unimproved real property consisting of approximately 8.84 acres of land located in the City of Winters, County of Yolo, State of California, more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("**City's Land**").

B. PG&E desires to engage in certain construction activities on City's Land in connection with the development of adjoining property to be acquired by PG&E. City is willing to permit PG&E to engage in such construction activities, subject to the terms and conditions set forth in this License Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and PG&E agree as follows:

1. License. City grants to PG&E a non-exclusive right and license to enter, and for PG&E to allow PG&E's directors, officers, partners, members, managers, employees, contractors, subcontractors, consultants, representatives, agents, permittees and invitees (collectively, "**PG&E's Representatives**") to enter City's Land to the extent necessary for purposes of constructing certain drainage improvements (the "**Drainage Improvements**"), as more particularly described in Exhibit B attached hereto and incorporated herein by this reference, as the same may be amended from time to time, and performing all activities necessary or desirable related to construction of the Drainage Improvements (collectively, "**PG&E's Construction Activities**"). The parties acknowledge that PG&E's Construction Activities may include, but shall not be limited to, soil sampling and other investigation of site conditions, temporary storage of materials, and excavation of soils. In addition, if deemed necessary or desirable by PG&E, PG&E may construct temporary fencing to secure equipment or materials stored on City's Land. In partial consideration of PG&E constructing the Drainage Improvements on City's Land, PG&E is entitled to move all or any portion of the excess soil resulting from trenching activities from City's Land to land owned by PG&E.

2. Term. This License Agreement shall commence on the date PG&E acquires title to the property adjoining City's Land (the "**Effective Date**") and shall expire twenty-four (24) months thereafter (the "**Term**").

3. Compliance. PG&E shall obtain any and all necessary permits, authorizations and approvals applicable to PG&E's Construction Activities and shall perform PG&E's Construction Activities in compliance with applicable laws.

4. Mechanics Liens. PG&E will not permit any mechanics liens to be filed against City's Land by reasons of any work, labor, materials, supplies, or services furnished or purportedly furnished to City's Land in connection with PG&E's Construction Activities. If any such mechanics lien shall be filed against City's Land, PG&E shall discharge or release the same by posting a bond or otherwise; provided, however, that PG&E may contest any such lien so long as the enforcement thereof is stayed. If PG&E does not cause any such mechanics lien to be released of record or the enforcement thereof stayed within sixty (60) days after demand by City, City shall have the right, but not the obligation, to cause such lien to be released by posting a bond, and PG&E shall reimburse City for all reasonable expenses incurred by City in posting such bond.

5. Indemnification. PG&E agrees to indemnify, defend and hold City harmless from and against any and all claims, losses, liabilities, damages, costs and expenses, including, but not limited to, reasonable attorneys' fees and costs (collectively, "**Claims**") relating to injury to or death of persons or physical damage to personal property, to the extent directly caused by the negligence or willful misconduct of PG&E or PG&E's Representatives in the course of performing PG&E's Construction Activities during the Term of this License Agreement. City acknowledges that the foregoing obligation is intended to protect City from Claims it may suffer solely as a result of PG&E conducting PG&E's Construction Activities on City's Land, and that it is not intended to and does not include an indemnification of City for, among other things, any monetary damages or diminution in the value of City's Land as a result of the discovery of any pre-existing condition in, on or under City's Land or Claims arising after the Term of this License Agreement. The provisions of this Article 5 shall survive the expiration of the Term.

6. No Interference. The parties acknowledge that it is in their mutual interest for PG&E to complete the Drainage Improvements as expeditiously as reasonably possible and that the work being performed on City's Land poses a risk of injury to persons. Accordingly, City shall give PG&E reasonable prior notice (at least two (2) business days) of any entry onto City's Land by City or its representatives, employees, agents, or contractors (collectively, "**City Representatives**"). Any entry onto City's Land by City Representatives shall be coordinated with PG&E and shall take place at such times and in such manner as to minimize any interference with PGE's Activities. While present on City's Land, City Representatives shall at all times follow the safety procedures and instructions of PG&E's Representatives. In addition, City agrees not to permit any third parties to interfere with PG&E's Construction Activities. If any interference by third parties shall occur, upon request by PG&E, City shall promptly take all actions required to end any interference with PG&E's Construction Activities. Notwithstanding the foregoing, the parties acknowledge and agree that the prior notice requirements contained in this Section 6 shall not apply to entries by representatives of the City's Building or Engineering Departments or their designees to conduct inspections of the Drainage Improvements or other activities in the ordinary course of performing their duties on behalf of the City.

7. Notices. All notices or other communications required or permitted under this License Agreement shall be in writing and shall be personally delivered or sent by registered or

certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or UPS, with charges prepaid for next business day delivery, addressed to the parties as follows:

If to PG&E:

If by registered or certified mail, return receipt requested:

Corporate Real Estate Transactions Department
Pacific Gas and Electric Company
P.O. Box 770000, Mail Code N15G
San Francisco, CA 94177

With a concurrent copy to:

Law Department
Pacific Gas and Electric Company
P.O. Box 7442
San Francisco, CA 94120
Attn: Senior Director and Lead Counsel,
Corporate and Commercial Group (Real Estate)

If by personal delivery or courier service:

Corporate Real Estate Transactions Department
Pacific Gas and Electric Company
245 Market Street, Room 1550
San Francisco, CA 94105

With a concurrent copy to:

Law Department
Pacific Gas and Electric Company
77 Beale Street, Mail Code B30A
San Francisco, CA 94105
Attn: Senior Director and Lead Counsel,
Corporate and Commercial Group (Real Estate)

If to City:

City of Winters
318 First Street
Winters, CA 95694
Attn: City Manager

With a concurrent copy to:

Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: Ethan Walsh

The date of any notice or communication shall be the date of receipt, provided that rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any party may change its address for notice by giving notice to the other party in accordance with this Article 7.

8. Mandatory Negotiation and Mediation.

8.1 Except as provided in Section 8.2, PG&E and City agree to first negotiate and then mediate with respect to any claim or dispute arising out of or relating to this License Agreement, before resorting to court action. Either party may initiate settlement negotiations by providing written notice to the other party, setting forth the subject of the claim or dispute. City and PG&E agree to cooperate in scheduling negotiations and to participate in the settlement negotiations in good faith. If City and PG&E fail to settle such claim or dispute within thirty (30) days after the date of mailing of the notice initiating settlement negotiations or within such additional time period as the parties may agree in writing, the parties agree to submit the matter to JAMS for mediation within thirty (30) days thereafter. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the claim or dispute and the relief requested (the "Mediation Notice"). Except as provided herein or by written agreement of the parties, the mediation shall be conducted in San Francisco pursuant to the JAMS rules. The parties will cooperate in selecting a mediator from the JAMS panel of neutrals, and in scheduling the mediation proceedings. If the parties do not select a mediator within thirty (30) days after the Mediation Notice, the parties agree that either party may request that JAMS in San Francisco, California, facilitate the choice of mediator by applying the "strike and rank" process used for appointment of arbitrators in arbitration proceedings, or to appoint a mediator, if necessary, and both parties agree to the appointment of such mediator as so selected. The parties agree to participate in the mediation in good faith, and to share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their employees, agents, experts and attorneys, and by the mediator and any other JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, but evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If JAMS should no longer exist at the time the claim or dispute arises, the matter shall be submitted to its successor entity, or if there is no such successor entity, to the American Arbitration Association or other similar organization mutually agreed upon by the parties, and except as provided herein or by mutual agreement of the parties, the mediation rules of such successor or alternate organization shall apply. Except as may be expressly set forth in any written settlement agreement, should the matter be settled by negotiation or mediation prior to commencing court action, each party shall pay its own attorneys' fees and costs. Except as provided in Section 8.2, neither party may commence an action arising out of or relating to this License Agreement until expiration of the negotiation period and completion of the initial mediation session in accordance with this Section 8.1. If either party commences an action with respect to a claim or dispute covered by this Section 8.1 without first attempting to resolve the matter through negotiation and mediation, or refuses to negotiate or mediate after a request has been made, then that party shall

not be entitled to recover attorneys' fees and costs, even if such fees and costs would otherwise be available to that party in such action.

8.2 Either party may seek equitable relief to preserve the status quo prior to participating in the negotiation and mediation proceedings required pursuant to Section 8.1. In addition, matters that are within the jurisdiction of probate, small claims, or bankruptcy court are excluded from mandatory negotiation and mediation hereunder.

8.3 The provisions of this Article 8 may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all fees and costs, including reasonable attorneys' fees, to be paid by the party against which enforcement is ordered. The covenants of PG&E and City contained in this Article 8 shall the expiration or earlier termination of this License Agreement.

9. Miscellaneous.

(a) Governing Law. This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

(b) Binding Effect. This License Agreement and the covenants and agreements herein contained shall be binding on, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns.

(c) Survival. The obligations of the parties to indemnify, protect, defend and hold harmless the other party shall survive the expiration or earlier termination of this License Agreement.

(d) Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. Attorneys' fees shall include, but not be limited to, fees incurred in discovery, contempt proceedings, and bankruptcy litigation. The non-prevailing party shall also pay the attorneys' fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. For purposes hereof, the reasonable fees of PG&E's in-house attorneys who perform services in connection with any such action shall be recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by PG&E's Law Department. The costs to which the prevailing party is entitled shall include all costs that are allowable under any applicable statute, including Code of Civil Procedure sections 1032 and 1033.5, as well as non-statutory costs, including costs of

investigation, copying costs, electronic discovery costs, electronic research costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees and costs, travel expenses, court reporter fees, transcripts of court proceedings not ordered by the court, and mediator fees. This provision is separate and several and shall survive the merger of this provision into any judgment on this License Agreement.

(e) No Third Party Beneficiary. The provisions of this License Agreement are for the exclusive benefit of the parties and their successors and assigns, and shall not be deemed to confer any rights upon any person, except such parties and their successors and assigns. No obligation of a party under this License Agreement is enforceable by, or is for the benefit of, any other third parties.

(f) Interpretation. This License Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this License Agreement. The captions in this License Agreement are for reference only and shall in no way define or interpret any provision hereof. Unless the context clearly requires otherwise: (i) the plural and singular shall each be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall each be deemed to include the others; (iii) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (iv) "or" is not exclusive; (v) "include," "includes," and "including" are not intended to be restrictive, and lists following such words shall not be interpreted to be exhaustive or limited to items of the same type as those enumerated; and (vi) "days" means calendar days, except if the last day for performance occurs on a Saturday, Sunday, or any legal holiday, then the next succeeding business day shall be the last day for performance.

(g) Severability. If any provision of this License Agreement shall be invalid or unenforceable, the remainder of this License Agreement shall not be affected thereby, and each provision of this License Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this License Agreement can be determined and effectuated.

(h) Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(i) Further Assurances. Upon request by PG&E, City agrees to diligently undertake such actions as may be reasonably required to effectuate the purpose of this License Agreement.

(j) Authority; Execution; Right to Grant License. PG&E represents that the person executing this License Agreement on behalf of PG&E is duly authorized to do so. City represents that the person executing this License Agreement on behalf of City is duly authorized to do so. In addition, City represents and warrants to PG&E that no other party has any right to interfere with PG&E's exercise of its rights under this License Agreement.

(k) Final Agreement; Amendment. This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties with respect to the subject matter hereof. This License Agreement may not be amended except by a written agreement executed by both parties.

[Remainder of page intentionally
left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the Effective Date.

City:

CITY OF WINTERS,
a municipal corporation

PG&E:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Name: _____

Its: _____

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

ATTEST:

By: _____
_____, City Clerk

APPROVED AS TO FORM:

By: _____
_____, City Attorney

EXHIBIT A

CITY'S LAND

That portion of real property situated in the City of Winters, County of Yolo, State of California, and being a portion of Lots 12 and 13, "Waldmar's Survey of Rancho Rio De Los Putos" more particularly described as follows:

Lot A and Lot B, as shown on Parcel Map 5086, recorded in Book _____ of
Maps at Page _____, Yolo County Recorder's Office.

EXHIBIT B

The improvements depicted on the plans entitled "PG&E Gas Operations Training Center – One PG&E Way and Interim Drainage Channel Improvements" prepared by BKF Engineers and submitted to the City on September 21, 2015.