PARCEL NO.: 007-482-006

PROJECT: City of Arroyo Grande - Traffic Way Bridge OWNER: Pacific Fuel Group, LLC & Lan-Vest Limited

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made and entered into by and between

Lan-Vest Limited, and Pacific Fuel Group, LLC, a California limited liability company, as tenants in common (hereinafter collectively referred to as the "Grantor"), and the

City of Arroyo Grande, a California municipal corporation (hereinafter referred to as the "City").

An instrument in the form of a Temporary Construction Easement Deed ("Easement Deed") covering the property rights particularly described therein in the form attached hereto as Exhibit "1", and incorporated herein by this reference, which includes a legal description of the easement area described therein (hereafter the "Easement Area"), shall be executed and submitted to City representatives for City acceptance in original signed and notarized form as soon as reasonably practicable from the date this Agreement is signed by Grantor.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade, or construction of the proposed public improvement, consisting of the Traffic Way Bridge Replacement Project (collectively referred to herein as the "Project"), except as stated in Sections 1.5. and 2. herein below.

1. OBLIGATIONS OF THE CITY:

- 1.1. PAYMENT. City shall pay to the order of the Grantor the sum of SIXTY-FOUR THOUSAND THREE HUNDRED DOLLARS (\$64,300) as consideration in full for the herein property interests described in the Easement Deed, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Grantors have requested, and the parties hereby agree, that the net proceeds of the amount payable under this Section 1.1. as indicated hereinabove shall be divided and paid as follows:
- 1.1.1. One-half, or THIRTY-TWO THOUSAND ONE HUNDRED FIFTY DOLLARS (\$32,150) to Pacific Fuel Group, a California limited liability company; and
- 1.1.2. One-half, or THIRTY-TWO THOUSAND ONE HUNDRED FIFTY DOLLARS (\$32,150) to Lan-Vest Limited, which hereby directs its share to be made payable to: Ayako Saruwatari Trust dated November 11, 1985.

- 1.1.3. Said sums shall be paid within thirty (30) days of the date of City's acceptance and execution of this Agreement. Payment of the amount of funds as specified in this Section 1.1 are either paid directly to the Grantor or, if the fully executed Easement Deed has not yet been provided to City for acceptance, said funds shall be deposited into an escrow account and held until such time as the fully executed Easement Deed is submitted for City acceptance. The amount shown in this Section 1.1 includes, but is not limited to, full payment for such possession and use commencing the date provided in Section 3.2 herein below and as provided in the Easement Deed.
- 1.2. <u>RECORDATION OF INSTRUMENT</u>. City shall accept the Easement Deed and may, at City's sole discretion, cause the same to be recorded in the office of the San Luis Obispo County Recorder.
- 1.3. <u>MISCELLANEOUS COSTS</u>. City shall pay any and all transactional closing costs and recording fees, including, but not limited to escrow and title insurance incurred in this transaction, if any.
- 1.4. <u>CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES.</u> City shall have the authority to deduct and pay from the amount shown in Section 1.1. herein above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which the deeds record, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien as of the date of this Agreement.
- 1.5. <u>INDEMNIFICATION</u>. City hereby agrees to and shall defend, indemnify and hold harmless Grantor, its officers, agents, employees, tenants, and their guests and invitees from any and all liabilities, obligations, damages, costs, judgments, injuries or claims thereof, including, but not limited to: claims for damages or personal injury, including death, claims for damage to real property and any and all personal property, fixtures, crops, and improvements, arising in any manner caused by City or its officers, employees, or agents, or any contractor related to the City's construction and restoration work on Grantor's real property during the temporary easement period specified in the Easement Deed, and for the negligent performance of or failure to perform the provisions of this Agreement, by City and/or its officers, agents and employees. The City may defend any such action required under this Section 1.5 with attorneys of its choice, chosen in City's sole discretion.

2. <u>CONSTRUCTION COORDINATION AND EASEMENT RESTORATION</u> REQUIREMENTS.

- 2.1. NOTICE OF CONSTRUCTION COMMENCEMENT. City agrees to provide Grantor with thirty (30) days' advance written notice of the anticipated date of construction commencement of the Project. Thereafter during construction of the Project, City shall keep an open line of communication with Grantor and its tenants regarding construction scheduling so as to minimize disruption of Grantor's and its tenants' use and enjoyment of the Grantor's real property.
- 2.2. <u>DUST CONTROL</u>. City shall use "Class II Road Base" (hereinafter referred to as "Road Base") for dust control/mitigation on the Easement Area, and City's contractors shall take all reasonable measures to control dust migration into the Grantor's real property. City shall provide Grantor thirty (30) days' advance written notice of completion of the Project or removal of the Road Base, whichever is earlier. If Grantor, in its sole discretion, decides that it would like

to keep the Road Base, then the Road Base shall be stockpiled at a location determined by mutual agreement between Grantor and City. This stockpile location of the Road Base shall be determined within forty-five (45) days after the date this Agreement is executed by all parties. If Grantor, in its sole discretion, decides that it does not want to keep the Road Base or any portion thereof, then the City shall remove the Road Base at no cost to Grantor.

- 2.3. <u>RESTORATION</u>. City shall, upon completion of construction, generally restore the Easement Area to a comparable or better condition as that which existed prior to City's project construction, to the extent reasonably practical, in accordance with the provisions of the Easement Deed. City shall provide any mitigation revegetation as required under its permits, environmental requirements, and City codified standards
- 2.4. NOISE MITIGATION. City and its contractors shall take all reasonable measures required under City's permits, environmental requirements and City codified standards to control noise levels during construction so as to not unreasonably disturb the day to day operations of the Grantor and the Grantor's tenants.
- **2.5.** MANAGEMENT OF EASEMENT. City shall be solely responsible for the day-to-day management of the Easement Area.

3. OBLIGATIONS OF THE GRANTOR.

- 3.1. <u>LEASE INDEMNIFICATION</u>. Grantor Warrants there are no oral or written leases on all or any portion of the Easement Area or if there are such leases, Grantor agrees to hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease encumbering the Easement Area. Grantor shall provide City use of the Easement Area free of any leases that may conflict with City's rights under the Easement Deed provisions.
- 3.2. <u>PERMISSION TO ENTER</u>. Upon payment of the amount payable in Section 1.1 and subject to all applicable terms and conditions contained in this Agreement and the associated Easement Deed, Grantor hereby grants to City, its officers, agents, and contractors, permission to enter upon the subject lands described in the Easement Deed commencing on August 1, 2024. It is hereby agreed and confirmed by the parties hereto that the right of possession and use of the Easement Area by the City shall commence on August 1, 2024.
- 3.3. <u>TITLE INDEMNITY AND WARRANTY</u>. In consideration of the City waiving requirements to clear any defects and imperfections in all matters of record title, Grantor indemnifies and holds the City harmless from any and all claims that other parties may make or assert on the title to the Easement Area. Grantor's obligation to indemnify the City shall not exceed the amount paid to the Grantor under this Agreement. Grantor hereby represents and warrants that they are the sole vested owners of the Easement Area, holding all ownership and possessory rights, and are the authorized signatories to grant the easement rights referenced in this Agreement and the Easement Deed without conflict or claims from other parties.
- **3.4.** <u>SUPPLEMENTAL FORMS</u>. Grantor agrees to provide all required supplemental forms necessary to complete this transaction, including a W-9 Form required for payment processing.

3.5. GRANTOR'S KNOWLEDGE OF THE ENVIRONMENTAL CONDITIONS OF THE PROPERTY. Grantor hereby represents and warrants that to the best of Grantor's knowledge and belief, throughout the period of ownership by Grantor, there has been no spill, discharge, release, cleanup, or contamination of or by any hazardous or toxic waste or substance used, generated, treated, stored, disposed of or handled by the Grantor, its employees, and/or agents on or around the Easement Area. Further, Grantor agrees to disclose to the City of Arroyo Grande, prior to the close of escrow, all studies, reports, and investigations, known to Grantor, concerning any pollution, toxic building materials or toxic hazardous substances or wastes located at, on, or under the Easement Area.

4. THE PARTIES AGREE:

- 4.1. <u>ARTICLE HEADINGS</u>. Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.
- 4.2. <u>COMPLETE UNDERSTANDING</u>. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.
- 4.3. <u>CITY COUNCIL APPROVAL</u>. This Agreement is subject to and conditioned upon approval by the Arroyo Grande City Council. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.
- 4.4. <u>TITLE VI CIVIL RIGHTS ACT COMPLIANCE</u>. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.
- **4.5.** COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.
- **4.6. SUCCESSORS AND ASSIGNS.** This Agreement shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.
- 4.7. ELECTRONIC AND FACSIMILE SIGNATURES. In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted and deemed binding to the same extent as if they bore original signatures. Documents for recordation by the County Clerk Recorder must contain original signatures.
- 4.8. <u>ATTORNEYS FEES</u>. Should any litigation be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, or should any attorney be retained to enforce any provision herein, whether or not any litigation commences,

the party determined by a court of law to be the prevailing party in such litigation or other action, shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his/her/their attorney's fees.

- **4.9.** Agreement. Time is expressly declared to be of the essence of this
- **4.10. SETTLEMENT PROPOSAL**. This Agreement represents Grantor's settlement proposal and is expressly subject to and contingent upon City approval. City shall not be bound to the terms and conditions herein unless and until this Agreement has been approved and executed by the appropriate City official(s) acting in their authorized capacity.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

SIGNATURE PAGE TO FOLLOW

GRANTOR:

Lan-Vest Limited			
By: Gayle Akano Executive Trustee	Date:	6/20/24	
By: Gene Saruwatari Executive Trustee	Date:	6/20/24	
By:	Date:	6/20/24	
Pacific Fuel Group, LLC, a California limit	ed liability		
By:	Date:	6/12/2024 14:26 EDT	
By:	Date:	6/12/2024 12:52 PDT	
GRANTOR'S MAILING ADDRESSES:			
Lan-Vest Limited	Pacific Fuel C	Pacific Fuel Group, LLC	
Arroyo Grande, CA 93420			
	Tarzana, CA 9	91356	
CITY: City of Arroyo Grande, a California munici	pal corporation		
By: Matthew Downing City Manager	Date:		
MAILING ADDRESS OF CITY: City of Arroyo Grande 1375 Ash Street Arroyo Grande CA 93420			

Recording requested by: Hamner, Jewell & Associates

When recorded, return to: City of Arroyo Grande Attn: City Clerk 300 E. Branch Street Arroyo Grande, CA 93420

Exempt from the \$75 Building and Jobs Act Fee per Gov't Code § 27388.1(2)(D) Public Agency
No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

APN: 007-482-006

TEMPORARY CONSTRUCTION EASEMENT DEED (Traffic Way Bridge Project)

For a valuable consideration, receipt of which is hereby acknowledged,

Lan-Vest Limited, and Pacific Fuel Group, LLC, a California limited liability company as tenants in common (hereinafter referred to collectively as "Grantor"),

hereby grants to the

City of Arroyo Grande, a California municipal corporation (hereinafter referred to as "City").

A temporary easement for construction purposes, including the right to access, traverse with construction vehicles and equipment, and utilize said Temporary Construction Easement for all other related activities and purposes in conjunction with the City of Arroyo Grande Traffic Way Bridge Replacement Project ("Project"), in, on, over, under, along, and across that certain property described in <a href="Exhibit "A" and depicted in <a href="Exhibit "B" attached hereto and incorporated herein (the "Temporary Construction Easement Area").

This Temporary Construction Easement includes the right to enter upon and to pass and repass over and along said Temporary Construction Easement Area and to trim, cut and clear away or otherwise control any tree or brush, and to deposit tools, implements and other materials thereon by said City, its officers, agents and employees and by any contractor, their agents and employees engaged by said City, whenever and wherever necessary for the purposes set forth above.

This Temporary Construction Easement shall commence on August 1, 2024 (the "Commencement Date"), and shall automatically terminate upon completion of the Project, or thirty-six (36) months following the Commencement Date, whichever occurs first.

Upon completion of Project construction, the Temporary Construction Easement Area shall be restored by City to the condition that existed prior to construction, to the extent reasonably practical. Grantor acknowledges that vegetation removed for Project construction work will be restored with native vegetation in conformance with regulatory permitting requirements.

By executing this Temporary Construction Easement Deed, to which exhibits are attached, I/We, as owner(s) of the land shown hereon, do hereby state that I/We am/are the only person(s) whose consent is necessary to pass clear title to said land.

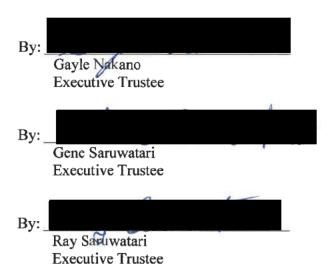
The provisions hereof shall inure to the benefit of the City, its successors, and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto, and all covenants shall apply to and run with the above-described property.

This Deed may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

Any modifications to this temporary construction easement must be in writing and signed by the parties.

GRANTOR:

Lan-Vest Limited



ACKNOWLEDGMENT

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

State of California County of SAN WIS DEISPO				
On June 20,2024 before me, Juliu Hawkins , Notary Public, personally appeared Gayle Nakano, 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 signatures(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. Julie A. HAWKINS Notary Public - California San Luis Obispo County Commission # 2483897				
Signature (Seal) (Seal)				
ACKNOWLEDGMENT				
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.				
State of California County of SAN LIUS DEISPO				
On June 20 2024 before me, Julie Haukine , Notary Public, personally appeared Gene Saruwatari, 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 signatures(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 Signature JULIE A. HAWKINS Notary Public - California San Luis Obispo County Commission # 2483897 My Comm. Expires Mar 5, 2028				

ACKNOWLEDGMENT

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

State of California County of <u>CAN WIS OBISP</u>	
On O	to me on the basis of satisfactory evidence to vithin instrument and acknowledged to me that ized capacity(ies), and that by his/her/their
I certify under PENALTY OF PERJURY under the lar paragraph is true and correct.	ws of the State of California that the foregoing
WITNESS my hand and official seal.	JULIE A. HAWKINS Notary Public - Califernia San Luis Obispo County
Signature Juli Hawki (Seal)	Commission # 2483897 My Comm. Expires Mar 5, 2028

Pacific	c Fuel Group, LLC, a California limited liability
By:	
	Farhad Ghadooshahy
	Chief Financial Officer
Ву:	
	Farzan Ghadooshahy
	President

ACKNOWLEDGMENT

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

State of California County of
On
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature (Seal)
ACKNOWLEDGMENT
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of
On
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature (Seal)

CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance pertains to the interests in real property conveyed by the Temporary Construction Easement Deed dated to which this Certificate of Acceptance is attached, from Lan-Vest Limited and Pacific Fuel Group, LLC, a California limited liability company as tenants in common (collectively "Grantor"), to the City of Arroyo Grande, a California municipal corporation ("Grantee").			
- ·	ement Deed is hereby accepted by the undersigned nority conferred by the Grantee's governing body, and uch Grant.		
	City of Arroyo Grande, a California municipal corporation		
Dated:	By: Matthew Downing City Manager		
ATTEST:			
City Clerk			

AUTHORITY TO SIGN RE LAN-VEST LIMITED - APN 007-482-006

We, Gayle Nakano, Gene Saruwatari, and Ray Saruwatari, represent and warrant that we are authorized to execute and perform this Agreement on behalf of Lan-Vest Limited, as owners of record of the Easement Area and the remainder property, and all its beneficiaries, members, shareholders, owners and representatives, and that there are no other persons, entities, or parties that have or may claim any right to any portion of the compensation to be paid to Lan-Vest Limited as set forth in this Agreement.

	6/21/24
Gayle Nakano	Date:
Gene Saruwatari	
	6/21/24
Ray Saruwatari	Date:

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF LAND OF LOT 104 OF THE RANCHO CORRAL DE PIEDRA, PISMO AND BOLSA DE CHEMISAL, IN THE CITY OF ARROYO GRANDE, COUNTY OF SAN LUIS OBISPO, DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED MAY 19, 1954 AS DOCUMENT VOL 757, PAGE 241 OFFICIAL RECORDS IN THE CITY OF ARROYO GRANDE, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, THE DESCRIBED PROPERTY IS ALSO SHOWN ON RECORD OF SURVEY, BOOK 42, PAGE 74 OF OFFICIAL RECORDS, IN SAID COUNTY OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF THE EASTERLY RIGHT-OF-WAY OF STATE HIGHWAY 101 PER CALTRANS RIGHT-OF-WAY MAP, 05-SLO-101, P.M. 00-12.95, DISTRICT 5, DIVISIONS OF HIGHWAYS AND AT THE SOUTHERLY PROPERTY CORNER OF SAID GRANT DEED, ALSO BEING A SET 1" I.P. W/ PLASTIC PLUG STAMPED "SAN LUIS ENGR" PER SAID RECORD OF SURVEY, AND THE POINT OF BEGINNING;

THENCE, NORTH 33°19'00" WEST A DISTANCE OF 350.04 FEET ALONG THE EASTERLY BOUNDARY OF SAID DEED;

THENCE, LEAVING SAID EASTERLY BOUNDARY NORTH 59°46'20" WEST A DISTANCE OF 65.14 FEET;

THENCE, NORTH 30°13'40" EAST A DISTANCE OF 32.75 FEET TO A POINT ON SAID EASTERLY BOUNDARY;

THENCE, NORTH 32°56′54″ WEST A DISTANCE OF 5.51 FEET ALONG SAID EASTERLY BOUNDARY ALSO BEING A POINT ON THE EASTERLY BOUNDARY OF LOT 12, MAP OF LOWE'S ADDITION PER BOOK B, PAGE 008 OF MAP BOOKS OF OFFICIAL RECORDS IN THE CITY OF ARROYO GRANDE, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA;

THENCE, LEAVING SAID EASTERLY BOUNDARY OF LOT 12 SOUTH 56°52'06" WEST A DISTANCE OF 69.94 FEET ALONG THE SOUTHERLY BOUNDARY DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED APRIL 21, 2023 AS DOCUMENT #2023010997 OFFICIAL RECORDS IN THE CITY OF ARROYO GRANDE, COUNTY OF SAN LUIS OBISPO;

THENCE, LEAVING SAID SOUTHERLY BOUNDARY NORTH 32°59'34" WEST A DISTANCE OF 4.17' FEET ALONG THE WESTERLY BOUNDARY OF SAID GRANT DEED:

THENCE, LEAVING SAID WESTERLY BOUNDARY OF SAID GRANT DEED SOUTH 30°13'40" WEST A DISTANCE OF 142.93' FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY OF STATE HIGHWAY 101;

THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY OF HIGHWAY 101 SOUTH 61°28'01" WEST, A DISTANCE OF 418.71 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 1.00 ACRES OR 43,616.6 SQUARE FEET MORE OR LESS AND AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND REFRENCE MADE A PART HEREOF.

END OF DESCRIPTION

Jeffrey Zambo

JEFFREY G.
ZAMBO
No. 9210

*
OF CALIFORN

