

Recording requested by
and when recorded return to:

Ann Bell Wilson
Carmel & Naccasha, LLP
694 Santa Rosa St
San Luis Obispo, CA 93401

APN: 012-375-019
025-527-012

GRANT OF EASEMENT

This Grant of Easement (this “Agreement”) is made as of _____, 2023, by Nick N.A. Herman and Robin A. Herman, Trustees of the Nick and Robin Herman Revocable Living Trust Dated October 27, 2017 (collectively, “Grantors”), for the benefit of Stephen M. Neumann and Amanda L. Neumann, As Trustees, or Their Successors in Trust, Under The Neumann Trust Dated January 10, 2003 (collectively “Grantees”).

Recitals

A. Grantors are the owners of certain real property located in the City of Paso Robles, County of San Luis Obispo, State of California, commonly known as 2010 Kleck Road, Paso Robles, California, and more particularly described as:

Lot 10 of Tract No. 2805 in the City of Paso Robles, County of San Luis Obispo, State of California, as per Map recorded February 24, 2015, in Book 35, pages 1-7 of Map.
APN 012-375-019

[“Herman Property”). The Herman Property is from time to time referred to herein as the “Servient Tenement”.

B. Grantees are the owners of certain real property adjacent to the Herman Property, commonly known as 2012 Kleck Road Paso Robles, California, and more particularly described as:

Lot 12 of Tract No. 2805 in the City of Paso Robles, County of San Luis Obispo, State of California, as per Map recorded February 24, 2015, in Book 35, pages 1-7 of Map.
APN 025-527-012

Attachment 1

(“Neumann Property”). The Neumann Property is from time to time referred to herein as the “Dominant Tenement”.

C. Grantors have agreed to grant to Grantees an easement over the Servient Tenement with respect to sewer utility purposes, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Grantors grant the Easement (as hereinafter defined) to Grantees under the following terms and conditions:

Section 1. Grant of Easement

Grantors hereby grant to Grantees an easement over, under, within and through a portion of the Servient Tenements that is more particularly described in Exhibit A for the Easement Purposes, as defined in Section 2 below.

Section 2. Easement Purposes

“Easement Purposes” collectively means use of the Servient Tenement as is necessary, desirable or advisable for the installation, maintenance and use of sewer utilities, and all rights corresponding or incidental thereto.

Section 3. Character of Easement

The Easement is nonexclusive and appurtenant to the Dominant Tenements and includes the absolute right of Grantees to use the Easement for the Easement Purposes, which use must not be disturbed, interrupted or impeded.

Section 4. Term

The Easement will be an easement in perpetuity for the benefit of Grantees, their successors and assigns.

Section 5. Consideration

Grantors acknowledge receipt of sufficient consideration for the rights granted herein.

Section 6. Maintenance and Repair

Grantees will be solely responsible to maintain the Easement in good condition and repair. Grantees will be responsible for the cost of such maintenance and repair.

Grantors:

Grantees:

Attachment 1

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)
)
 ss.
 County of San Luis Obispo)

On this ____ day of _____ 2023, before me, _____, 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, or 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.

Notary Public in and for said County and State

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)
)
 ss.
 County of San Luis Obispo)

On this ____ day of _____ 2023, before me, _____, 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, or entity upon behalf of which the person(s) acted, executed the instrument.

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State of California)

ss.

County of San Luis Obispo)

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State of California

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Notary Public in and for said County and State

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Job No. 2472LEG
February 10, 2023

EXHIBIT "A"

A 15.00 foot wide private sewer easement over a portion Lots 10 & 12, Tract 2805, City of Paso Robles, in the County of San Luis Obispo, State of California according to a map recorded in Book 35 of Tract Maps, Pages 1-7, recorded February 24, 2015, in the County Recorder's Office of said County, being more particularly described as follows:

COMMENCING at ½" Rebar & Cap, tagged "LS 5145" being the Northwest corner of said Lot 10,

Thence: Southerly, along the Northwest line of said lot 10,
South 04 degrees, 43 minutes, 56 seconds East, a distance of 35.87 feet to the centerline of said 15.00 foot wide strip of land being the,

TRUE POINT OF BEGINNING:

Thence: Leaving said line, along the centerline of said strip of land. The sidelines of which lying 7.50 feet on either side of said centerline to be lengthened or shortened to begin at the Northwesterly line of said Lot 10.

South 60 degrees, 36 minutes, 50 seconds East, a distance of 15.00 feet,

Thence: South 83 degrees, 51 minutes, 00 seconds East, a distance of 66.78 feet +/-, to the line common to said lots 10 & 12

Thence: Leaving said line

South 47 degrees, 47 minutes, 38 seconds East, a distance of 15.65 feet,

Thence: Running parallel with the West line of said lot 12,

South 00 degrees, 30 minutes, 00 seconds East, a distance of 21.24 feet +/-, to the Southwesterly line of said lot 12, the sidelines of which, lying 7.50 feet on either side of said centerline to be lengthened or shortened to end at said Southwesterly line of said lot 12.

ENDING THE DESCRIPTION

See Exhibit "B" attached hereto.



Jody A. Horn LS 8618



Date

Attachment 1

