

RECORDING REQUESTED BY:

City of Merced, A California Charter
Municipal Corporation

WHEN RECORDED MAIL TO:

City of Merced
City Clerk
678 West 18th Street
Merced, California 95340

**Exempt Recording Per Gov't Code
Section 6103**

(Above for Recorder's Use Only)

PARTIAL TERMINATION OF AGREEMENT

(Deferment of Construction)

This Partial Termination of Agreement is made this ___ day of _____, 2017, by and between the City of Merced, a California Charter Municipal Corporation, (the "City"), the County of Merced, a Political Subdivision of the State of California, (the "County"), Shelley Cox, as the Executor of the Estate of Della Wathen, and Shelly Cox, Terri Lombardi, and Cindy Wathen as Successor Co-Trustees of the Spalding G. Wathen Q-Tip Trust (the "Owners"). The City, County, and Owners are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Owners are the legal owners of that certain storm drain basin identified in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Owners and the County entered into an Agreement for Deferment of Construction with respect to the Property on or about November 30, 1989, with said Agreement being recorded in the Official Records of Merced County as Document Number 31271 in Volume 2788 at Page 553 on December 1, 1989; and

WHEREAS the Property was subsequently annexed into the City of Merced; and

ATTACHMENT # 1

WHEREAS the Parties now desire to terminate the Agreement for Deferment of Construction as it relates to the Property such that it shall have no further force and effect.

NOW THEREFORE, for good and valuable consideration, the Parties hereby agree to the following:

1. Termination of Agreement for Deferment of Construction. The Agreement for Deferment of Construction, dated November 30, 1989, and recorded in the Official Records of the County of Merced as Document Number 31271 in Volume 2788 at Page 553 on December 1, 1989, is hereby terminated, cancelled, and is of no further force and effect as it relates to the Property.

2. Attorneys Fees. If any legal action or proceeding arising out of or relating to this Termination Agreement is brought by any Party, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

3. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the above Property and/or Termination Agreement. Any prior agreements, promises, negotiations, or representations not expressly set forth herein are of no force and effect. Any amendment to this Termination Agreement shall be of no force and effect unless it is in writing and signed by the Parties.

4. Binding on Successors. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties.

IN WITNESS WHEREOF, the undersigned have executed this Partial Termination Agreement on the date(s) set forth below.

Date: 7/12/17

By Shelley Cox
Shelley Cox,
Executor of the Estate of
Della Wathen, Owner

Date: 7/12/17

By Shelley Cox
Shelley Cox,
Co-Trustee of the Spalding G.
Wathen Q-Tip Trust, Owner

Date: 7/12/17

By Terri Lombardi
Terri Lombardi,
Co-Trustee of the Spalding G.
Wathen Q-Tip Trust, Owner

Date: 12 July 2017

By Cindy Wathen
Cindy Wathen,
Co-Trustee of the Spalding G.
Wathen Q-Tip Trust, Owner

Date: 7-28-17

COUNTY OF MERCED

By D. S. Herfelder
Dana S. Herfelder, P.E.
Director of Public Works,
County of Merced

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: K. Glau 6-27-17
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

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

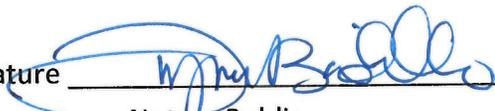
County of Fresno

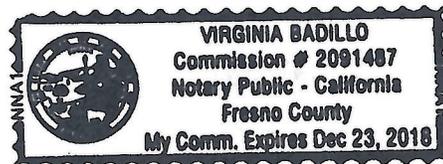
On July 12, 2017, 2017, before me, Virginia Badillo, Notary Public,
a Notary Public, Personally appeared Shelley Wathen Cox

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 
Notary Public



(seal)

ACKNOWLEDGMENT

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State of California

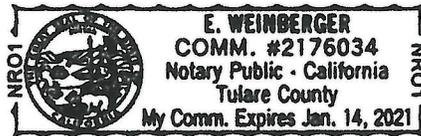
County of Fresno

On July 12, 2017, before me, E. Weinberger,
a Notary Public, Personally appeared Terri Lombardi and
Cindy Wathen

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 [Handwritten Signature]
Notary Public

(seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Merced)

On July 28, 2017 before me, Elton Fink, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Dana S. Herfelde
Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Partial termination of Agreement Document Date: July 28, 2017
Number of Pages: 4 Signer(s) Other Than Named Above: Stelley Cox, Terri Lombardi, Cindy Watson

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dana S. Herfelde
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: County of Merced

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ACKNOWLEDGMENT

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State of California

County of _____

On _____, 2017, 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 _____

Notary Public

(seal)

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
STORM DRAIN BASIN

All that portion of Remainder D as shown on "Final Map for Mansionette Estates Unit 2", recorded in Volume 55 of Official Plats at Pages 12, 13 and 14, Merced County Records, lying in Section 8, Township 7 South, Range 14 East, Mount Diablo Meridian, in City of Merced, County of Merced, State of California, being more particularly described as follows:

COMMENCING at the northwest corner of said Remainder D; thence South 00° 42' 36" West, 246.40 feet along the west line of said Remainder D to the northwest corner of Road Dedication Grant Deed to the City of Merced Dated April 22, 2010, Doc# 2010-015018, Merced County Records, thence South 44° 40' 38" East, 7.21 feet along the north line of said Deed; thence North 89° 56' 09" East, 121.66 feet along the North line of said Deed to the **TRUE POINT OF BEGINNING**;

Thence North 00° 03' 51" West, 251.51 feet to the north line of said Remainder D;
Thence North 89° 56' 09" East, 480.40 feet along the north line of said Remainder D to a non-tangent curve being the northeast corner of said Remainder D;
Thence along said curve with a radial bearing of North 83° 05' 18" East concave to the east through a central angle of 1° 58' 03" having a radius of 537.00 feet and an arc length of 18.44 feet to a reverse curve;
Thence along said curve concave to the west through a central angle of 9° 35' 20" having a radius of 458.00 feet and an arc length of 76.61 feet;
Thence South 00° 42' 17" West, 156.02 feet along the east line of said Remainder D to the northeast corner of said Deed;
Thence South 45° 19' 13" West, 1.30 feet along the north line of said Deed;
Thence South 89° 56' 09" West, 485.26 feet along the north line of said Deed to the **TRUE POINT OF BEGINNING**.

Containing 2.81 acres, more or less.



EXHIBIT A

EXHIBIT "B"



SCALE 1" = 80'

