



Meeting Date: 10/02/12

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Lou Balderrama, City Engineer Agenda Item No. I-4

Reviewed By: City Manager [Signature] City Attorney SMF Finance [Signature] Public Works

DATE: September 19, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director [Signature] For RR
Public Works

SUBJECT: Agreement to Install Service Turnout, Easement Agreement and Easement Deed with South Shore Land Company LLC

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute the Agreement to Install Service Turnout with South Shore Land Company, LLC, identified by the County Assessor as APN 223-0-030-255, located at the north side of Hueneme Road and east of Edison Drive, Agreement No.A-7521.
2. Approve and authorize the Mayor to execute an Easement Agreement with South Shore Land Company, LLC, identified by the County Assessor as APN 223-0-030-300, located at the north side of Hueneme Road and east of Edison Drive, Agreement No. A-7522.
3. Approve and authorize the Mayor to execute the Certificate of Acceptance for an Easement Deed with South Shore Land Company, LLC, identified by the County Assessor as APN 223-0-030-300, located at the north side of Hueneme Road and east of Edison Drive.

DISCUSSION

In accordance with the terms and provisions of the Development Agreement dated July 6, 2011, by and between the City of Oxnard and South Shore Land Company, LLC, (Grantors), the City agreed to install a service turnout, in conjunction with the City's installation of a recycled waterline in the Hueneme Road public right-of-way adjacent to the Grantors' Land, identified by the County Assessor as APN 223-0-030-255, located at the north side of Hueneme Road and east of Edison Drive, Agreement No. A-7521. The turnout will be added by the City at the Grantors' expense, which is estimated to be \$8,000. Prior to the commencement of construction of the recycled waterline, the City will confirm the exact cost and Grantors shall pay said cost to the City. Grantors acknowledge that Grantors shall also be solely responsible for all subsequent work and related costs to connect to the said turnout, including the costs of installing a service lateral connection, meter fees, and usage charges.

Agreement to Install Service Turnout, Easement Agreement and Easement Deed with South Shore Land Company LLC

September 19, 2012

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In addition, as part of the above-mentioned Development Agreement, the Grantors are required to enter into an Easement Agreement and execute an Easement Deed to the City at no cost, for the purpose of constructing and maintaining recycled and/or potable water pipelines, for property identified by the County Assessor as APN 223-0-030-300, located at the north side of Hueneme Road and east of Edison Drive, Agreement No. A-7522.

FINANCIAL IMPACT

The City will be fully reimbursed for the cost of this work.

- Attachment #1 - Agreement No. A-7521
- #2 - Agreement No. A-7522
- #3 - Easement Deed
- #4 - Site Map

Project: City of Oxnard – Recycled Waterline Project
APN: 223-0-030-255
Owner: South Shore Land Company, LLC, et. al.

Agreement No. A-7521

**AGREEMENT TO INSTALL SERVICE TURNOUT
City of Oxnard—Recycled Waterline**

This Agreement is made and entered into between South Shore Land Company, LLC, a California limited liability company as to an undivided 66 2/3% interest; Dave O. White, Trustee of the Realty Services Defined Benefit Pension Plan, as to an undivided 25% interest; and Frank E. White, Trustee of the Frank E. White Sole Proprietorship Defined Benefit Pension Plan, as to an undivided 8 1/3% interest, all collectively hereinafter referred to as “Grantors”, and the City of Oxnard, hereinafter referred to as “City”. The parties agree as follows:

1. Grantors are the owners of property within the South Shore Specific Plan area. Said property is identified by the County Assessor as APN 223-0-030-255, and is hereinafter referred to as “Grantors’ Land”.
2. In conjunction with City’s installation of a recycled waterline in the Hueneme Road public right-of-way adjacent to Grantors’ Land, City agrees to install one 12” service turnout adjacent to Grantors’ Land (in the roadway right-of way immediately in front of Grantors’ Land). Said turnout will be added by City at Grantors’ expense, which is estimated to be \$8,000. Prior to the commencement of construction of the recycled waterline, City shall confirm exact cost and Grantors shall pay said cost to City. Grantors acknowledge that Grantors shall also be solely responsible for all subsequent work and related costs to connect to said turnout, including the costs of installing a service lateral connection, meter fees, and usage charges.

The below signatory(ies) for Grantors hereby warrant(s) that he/they are authorized to act on behalf of all parties having any ownership or possessory interests in Grantors’ Land and that by signature hereon, all such parties have consented to and are bound by this Agreement.

This Agreement is signed and entered into by Grantors this 9th day of July, 2012.

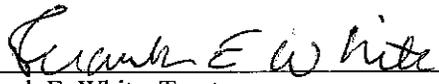
GRANTORS: South Shore Land Company, LLC

By: 
Allen F. Camp, Manager

The Realty Services Defined Benefit Pension Plan

By: 
Dave O. White, Trustee

The Frank E. White Sole Proprietorship Defined Benefit Pension Plan

By: 
Frank E. White, Trustee

CITY: City of Oxnard

By _____ Date _____

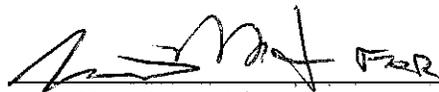
Name Dr. Thomas E. Holden

Title Mayor

ATTEST:

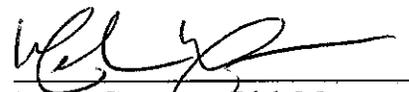
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



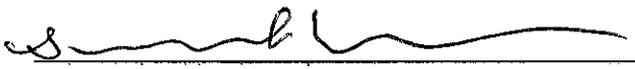
Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:



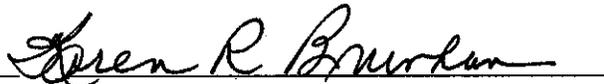
James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Rob Roshanian, Interim Public Works Director

APPROVED AS TO AMOUNT



Karen R. Burnham, Interim City Manager



Lou Balderrama, City Engineer

Project: City of Oxnard – Recycled Waterline Project
APN: 223-0-030-300
Owner: South Shore Land Company, LLC

Agreement No. A-7522

EASEMENT AGREEMENT

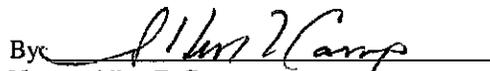
This Agreement is made and entered into between South Shore Land Company, LLC, and the City of Oxnard. The parties agree as follows:

1. South Shore Land Company, LLC (referred to as "Grantor") is the owner of property within the South Shore Specific Plan area. Said property is identified by the County Assessor as APN 223-0-030-300, and is hereinafter referred to as "Grantor's Land".
2. In accordance with the terms and provisions of that certain Development Agreement dated July 6, 2011, by and between the City of Oxnard ("City"), Grantor, and other parties, recorded as Document Number 20110714-00103093-0 on July 14, 2011 in the Ventura County Recorder's Office, which contains provisions requiring Grantor to grant to the City at no cost an easement for the purpose of constructing and maintaining recycled and/or potable water pipelines, Grantor has executed concurrent with this Easement Agreement an Easement Deed conveying easement rights to City (the "Easement"). The executed Easement Deed is delivered to City herewith for City acceptance.
3. In conjunction with City's acceptance of the Easement Deed and the installation of the recycled waterline across Grantor's Land, City agrees to install one 12" service turnout, at no expense to Grantor, upon Grantor's Land. Grantor acknowledges that Grantor shall also be solely responsible for all subsequent work and related costs to connect to said turnout, including the costs of installing lateral connections, meter fees, and usage charges.
4. Prior to commencing construction or moving construction equipment on to Grantor's Land, the City shall cause the City's construction contractor to provide Grantor with a certificate of insurance showing Grantor as an additional insured on such contractor's broad-form comprehensive liability and property damage policy providing single limit coverage of not less than \$2,000,000 per occurrence.

The below signatory(ies) for Grantor hereby warrant(s) that he/they are authorized to act on behalf of all parties having any ownership or possessory interests in Grantor's Land and that by signature hereon, all such parties have consented to and are bound by this Agreement.

This Agreement is signed and entered into by Grantor this 6 day of July, 2012.

GRANTOR: South Shore Land Company, LLC

By 
Name: Allen F. Camp
Title: Manager

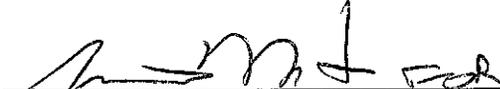
CITY OF OXNARD:

By _____ Date _____
Name Dr. Thomas E. Holden
Title Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Rob Roshanian, Interim Public Works Director

APPROVED AS TO AMOUNT



Karen R. Burnham, Interim City Manager



Lou Balderrama, City Engineer

Recorded at request of and
When recorded return to:

Hamner, Jewell & Associates
Government Real Estate Services
4476 Market Street, Suite 601
Ventura, CA 93003

A.P. No. 223-0-030-300
(Ventura County)

NO TAX DUE

City of Oxnard

EASEMENT DEED

Oxnard Recycled Waterline

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SOUTH SHORE LAND COMPANY, LLC, hereinafter referred to as "Grantor,"

does hereby GRANT to the

CITY OF OXNARD ("CITY")

the following interests in real property:

An **Easement** in gross to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, relocate, replace, and maintain, at City's expense, an underground water conduit and related water facilities for the City of Oxnard Recycled Waterline ("Easement"). The related water facilities may include but are not limited to markers, air valves, manholes, valves, meters, surge control devices, test stations, buried communication devices, buried electrical conduits and devices, pull boxes, and all related incidents, fixtures, and appurtenances. The markers, test stations, pull boxes, blow off valves, air release valves, manholes, other related facilities, and turnouts may be located above ground or partially above ground.

This Easement is granted in accordance with the requirements of that certain Development Agreement dated July 6, 2011, by and between the City of Oxnard, Grantor, and other parties, recorded as Document Number 20110714-00103093-0 on July 14, 2011 in the Ventura County Recorder's Office, which said Development Agreement contains provisions requiring Grantor to grant to the City at no cost an easement for the purpose of constructing and maintaining recycled and/or potable water pipelines. This Easement is hereby conveyed in accordance with the requirements of said Development Agreement and it is the City's intent to design and construct such water pipeline(s) consistent with the approved Tentative Tract No. 5427, and nothing within this Easement Deed is intended to restrict, alter or otherwise modify approved Tentative Tract No. 5427. The Easement shall be in, over, on, through, within, under, and across the Easement Area of the Real Property as defined in this paragraph. The "Real Property" is in the County of Ventura, State of California, and is described in Exhibit "A", attached hereto and incorporated by reference herein. The "Easement Area" which comprises the Easement is described in Exhibit "B", attached hereto and incorporated by reference herein.

The Easement(s) described herein shall be SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The facilities and improvements installed in the Easement Area collectively are referred to herein as "City's Facilities." Plans for City Facilities as they exist from time to time shall be maintained at the City's principal offices. Once installed, City shall have no obligation to modify installed facilities except as required for maintenance purposes.

2. City shall have the right of reasonable ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, without prior notice, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein set forth; provided, however, that nothing herein shall prevent or limit Grantor's rights to close such roadways, lanes, or rights-of-way, and to provide City with comparable alternative access to the Easement Area, as deemed reasonable by the City.

3. As the amount of earth or other fill over its facilities can affect the structural integrity of the City's underground facilities, City shall have the right to maintain the height of earth or other fill over City's underground Facilities. Grantor(s) shall not temporarily or permanently modify, or allow others to in any way modify, the ground surface elevation in the Easement Area from the elevation established upon completion of construction of the City's Facilities without the City's written consent, which consent shall not be withheld unreasonably. City's approval of Grantor's development and grading plans for the Real Property shall for all purposes hereunder constitute City's written consent. Grantor(s) shall not conduct, or permit others to conduct, grading or other development activities that have not been approved by City, or use, or permit others to use the Easement Area in a manner that is likely to damage the City Facilities.

4. The Easement(s) is subject to all existing fencing, canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date this easement is granted, and all future uses by Grantor and its successors which do not directly or indirectly interfere with or endanger the City's exercise of the rights described herein, including, without limitation, the right to use the Easement Area for agricultural purposes (excepting vegetation which endangers the integrity of City Facilities), as well the right to construct development improvements in accordance with a City-approved Development Plan; provided, however, that City shall have the right to clear and keep clear from the Easement Area all buildings, structures, walls, and other facilities of a permanent nature, and any earth cover or stockpile of material hereafter placed which interfere with City's use of the Easement Area and have been installed or placed without the City's prior written consent. Grantor shall not construct, nor permit others to construct, such permanent facilities which conflict with City's ability to use the Easement Area without the City's prior written consent. The provisions of this paragraph are not intended to prohibit or otherwise affect the construction of street and other improvements constructed by Grantor and its successors in accordance with a City-approved Development Plan. In addition to any other legal and equitable remedies for violations of this paragraph, City shall have the right to do all things necessary and proper to remove any such vegetation, structural improvements, and materials, at Grantor's expense.

5. Subsequent to the grant of this Easement, Grantor shall not grant any easements of any kind whatsoever to parties other than City and public utilities in, over, on, through, within, under and across the Easement Area without the prior written approval of the City, which approval shall not be withheld unreasonably. City's approval of a Development Plan for the Real Property that identifies any and all new easements within the Easement Area shall be deemed City approval of said identified easements for purposes of this paragraph.

6. Grantor further grants City a temporary construction easement for the purposes of facilitating construction of City Facilities, including the right to place equipment and vehicles, pile earth thereon, and utilize said temporary construction easement for all other related activities and purposes in, on, over, under, through, and across that certain portion of the Real Property which is described and identified as "Temporary Construction Easement Area" in Exhibit "B", attached hereto and incorporated by reference herein ("Temporary Construction Easement"). Said Temporary Construction Easement shall commence ninety (90) days after issuance by City of a Notice of Commencement of Construction, which shall be issued to Grantor by U.S. Mail, and shall automatically terminate upon completion of construction of City Facilities and restoration of the Temporary Construction Easement Area, or 6 months after the date of the Notice of Commencement of Construction, whichever occurs first. In any event, without further notice, this Temporary Construction Easement shall automatically terminate, without the necessity of recording any instrument of termination, on June 30, 2013. Following the termination of the Temporary Construction Easement, City shall promptly restore, at its expense, any portion of the Real Property to the condition existing prior to City exercising its rights hereunder, provided that City shall not be obligated to replant any crops disturbed by the Temporary Construction Easement Area. Grantor agrees to harvest, or to assure that all crops growing within the Easement Area or Temporary Construction Easement Area are harvested, prior to the commencement of City's construction, provided that City provides Grantor with written ninety (90) day advance Notice of Commencement of Construction referenced in this paragraph. Grantor agrees not to replant, nor allow others to replant, anything within the Easement Area or Temporary Construction Easement Area after the date of said Notice of Commencement of Construction until all construction and restoration work is completed by City on the easement.

7. City shall be solely responsible for, and shall pay all costs or expenses associated with the installation, construction, maintenance and repair of the City facilities.

8. City shall not assign or transfer the easements granted herein without the prior written consent of Grantor, which consent shall not be unreasonably withheld, and any attempt to do so without the prior written consent of Grantor shall be null and void.

9. In the event of any litigation relating to this instrument or the breach or interpretation thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney fees and costs.

10. This instrument contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations, discussions, offers, understandings, representations and agreements with respect to the matters herein.

Signature(s) follow on next page....

GRANTOR:

SOUTH SHORE LAND COMPANY, LLC,
a California limited liability company

Date: July 6, 2012

By: Allen F. Camp
Allen F. Camp, Manager

State of California

County of Ventura

On July 6, 2012 before me, Penny G. Conant

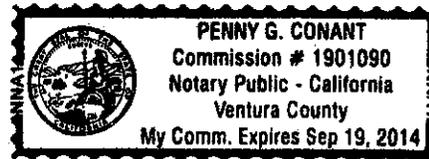
Notary Public, personally appeared Allen F. Camp

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.

Penny G. Conant
Signature of Notary Public



(Seal)

**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281**

This is to certify that the City of Oxnard, a municipal corporation, hereby accepts for public purposes the real property, or interest therein, described in that deed dated July 6, 2012, from SOUTH SHORE LAND COMPANY, LLC, a California limited liability company, grantor therein, to the City of Oxnard, grantee therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ___ day of _____, 201__.

City of Oxnard

By _____

Name Dr. Thomas E. Holden

Title Mayor

ATTEST:

Daniel Martinez
City Clerk

Date

APPROVED AS TO FORM:


Alan Holmberg
Attorney

LEGAL DESCRIPTION

EXHIBIT "A"

A part of Lots 3 and 6 of Rancho El Rio de Santa Clara o'la Colonia, in the County of Ventura, State of California, as per Map of Lands in Subdivisions Numbers 72, 82 and 83 of said Rancho El Rio de Santa Clara o'la Colonia, recorded in Book 3, Page 48 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the North line of that certain parcel of land conveyed to Richard W. Service and Venie E. Service, his wife, by deed dated September 7, 1923, recorded in Book 29, Page 88 of Official Records, at the Southeast corner of that certain parcel of land conveyed to John Eastwood, by deed dated September 14, 1911, recorded in Book 128, Page 131 of Deeds; and running thence,

1st: South 39.75 chains to a point in the North line of Hueneme Road; thence,

2nd: West 7.044 chains to a 4" x 4" redwood post set in the North line of said Hueneme Road; thence,

3rd: North 40.22 chains to a 4" x 4" redwood post from which the Southwest corner of Lot 9, as shown upon said map, bears West 0.827 of a chain distant; thence,

4th: East 0.553 of a chain to a point; thence,

5th: South 30° 45' East 0.55 of a chain to a point; thence,

6th: East 6.21 chains to the point of beginning.

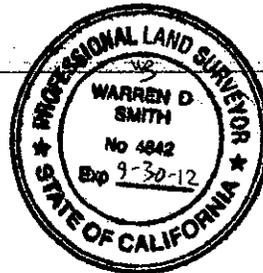
EXCEPT that portion granted to Southern California Edison Company, in deed recorded February 3, 1967, in Book 3100, Page 456 of Official Records.

APN: 223-0-030-300

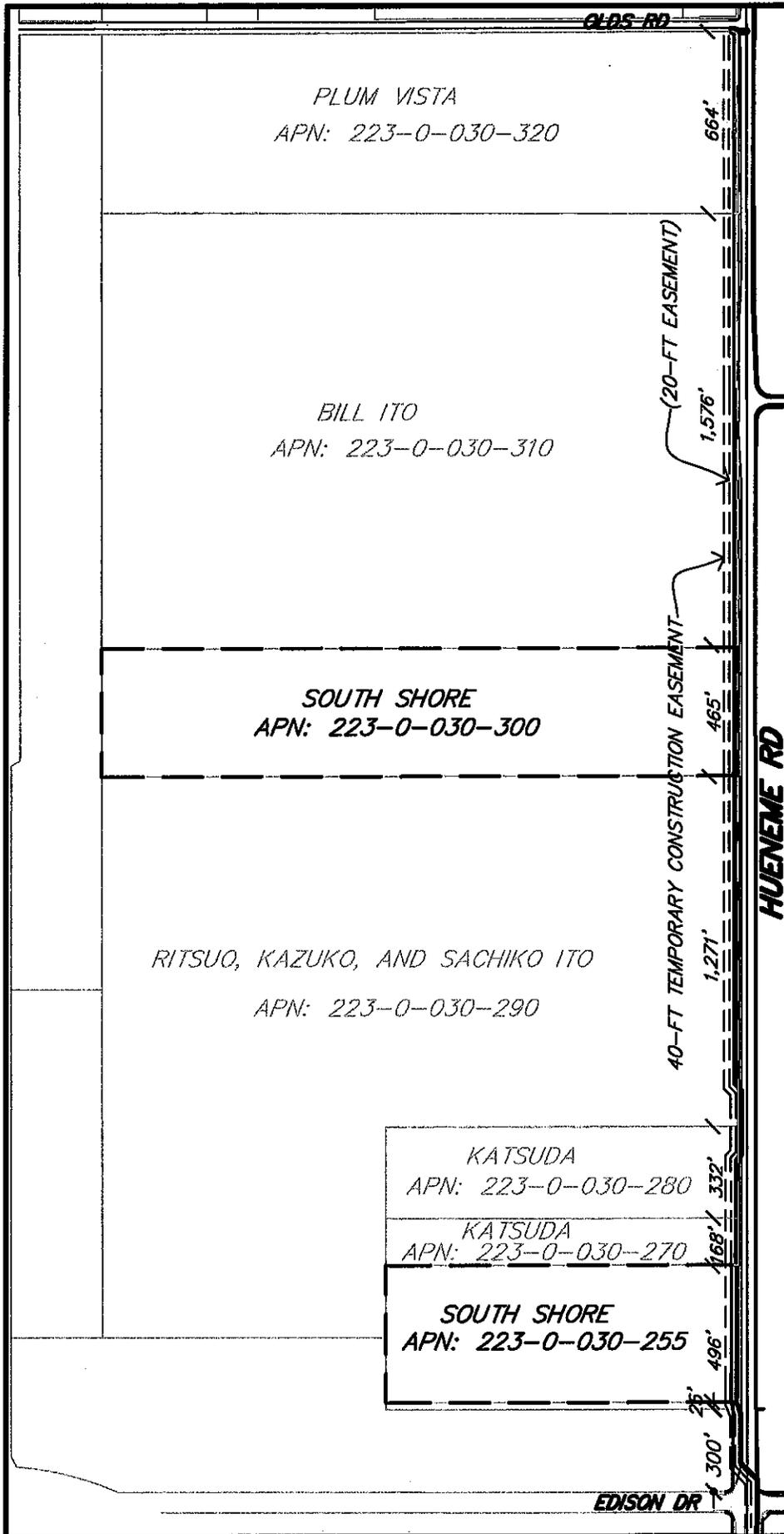
Exhibit "B"

The southerly 40 feet of that certain parcel of land described in the deed to South Shore Land Company, LLC, recorded September 13, 2010 as Instrument No. 20100913-137880-0 in the office of the County Recorder of Ventura County, California.

TOGETHER WITH a temporary construction easement, 20 feet wide, lying northerly of and adjoining said strip of land.



223-0-030-300



NO SCALE