



Meeting Date: 10/09/12

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: LB Lou Balderrama, City Engineer Agenda Item No. I-7

Reviewed By: City Manager gbb City Attorney SrF Finance Jc Public Works

DATE: September 26, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director W.R.  
Public Works

SUBJECT: Easement Agreement and Easement Deed with Plum Vista L.P.

**RECOMMENDATION**

That City Council:

1. Approve and authorize the Mayor to execute an Easement Agreement with Plum Vista L.P., for the property identified by the County Assessor as APN 223-0-030-320, located at the north side of Hueneme Road and east of Edison Drive, Agreement No. A-7532.
2. Approve and authorize the Mayor to execute the Certificate of Acceptance for an Easement Deed with Plum Vista L.P., for the property identified by the County Assessor as APN 223-0-030-320, 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 Plum Vista L.P. (Grantor), Grantor is 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 223-0-030-320, located at the north side of Hueneme Road and east of Edison Drive, Agreement No. A-7532.

**FINANCIAL IMPACT**

None.

- Attachment #1 - Agreement No. A-7532
- #2 - Easement Deed
- #3 - Site Map

Project: City of Oxnard – Recycled Waterline Project  
APN: 223-0-030-320  
Owner: Plum Vista

**EASEMENT AGREEMENT**

This Agreement is made and entered into between **Plum Vista L.P.**, hereinafter referred to as "GRANTOR," and the **CITY OF OXNARD**. The parties agree as follows:

- 1. Grantor is the owner of property within the South Shore Specific Plan area. Said property is identified by the County Assessor as APN 223-0-030-320, 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 certain easement rights to City (the "Easement"). The executed Easement Deed is delivered to City herewith for City acceptance.
- 3. 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 13 day of AUGUST, 2012.

GRANTOR: Plum Vista L.P.

By: Steve Michio Murata  
(signature)

Name (Print) STEVEN MICHIO MURATA

Title: MANAGER

Address: 875 W. LOS ANGELES AVE  
SOMIS, CA 93066

Phone: (805) 957-5239 Fax: (805) 485-5308

Email Address: plumvista@hotmail.com

CITY OF OXNARD:

By \_\_\_\_\_ Date \_\_\_\_\_

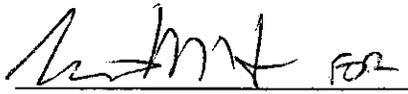
Name Dr. Thomas E. Holden

Title Mayor

ATTEST:

\_\_\_\_\_  
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney

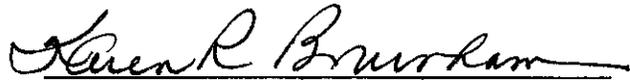
APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
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. 223-0-030-320  
(Ventura County)

Space above this line for Recorder's Use  
No fee per Government Code 6103

**NO TAX DUE**  
Per Revenue Taxation Code 11922

**City of Oxnard**

**EASEMENT DEED**

**Oxnard Recycled Waterline**

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

**PLUM VISTA, L.P.**, a California limited partnership, 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

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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:

PLUM VISTA, L.P. a California limited partnership

Date: 8/13/2012

By: *Steven Michio Murata*  
Name: STEVEN MICHIO MURATA  
Title: MANAGER

State of California

County of Ventura

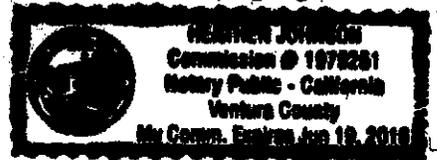
On 8/13/12 before me, Heather Johnson

Notary Public, personally appeared Steven Michio Murata  
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.

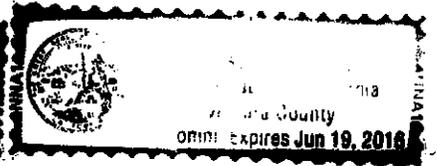
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

*Heather Johnson*  
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 August 13, 2012, from PLUM VISTA, L.P., a California Limited Partnership, 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 \_\_\_\_\_

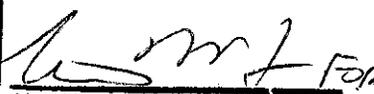
Name Dr. Thomas E. Holden

Title Mayor

ATTEST:

\_\_\_\_\_  
Daniel Martinez  
City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Alan Holmberg  
City Attorney

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

A part of Lots 3 and 8 of Subdivision Nos. 72, 82 and 83 of the Rancho El Rio de Santa Clara o'la Colonia, in the County of Ventura, State of California, as per Map recorded in Book 3, Page 48 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a 4" x 4" post, set at the point of intersection of the North line of Hueneme Road and the West line of Olds Road, 50 feet wide, said point of beginning being the Southeast corner of said Lot 3, as delineated upon the above described map; thence from said point of beginning;

1st: West 663.23 feet along the North line of said Hueneme Road to a 3/4 inch iron pipe; thence,

2nd: North 2323.50 feet to the Southerly line of the land conveyed to Southern California Edison Company, by deed recorded October 29, 1965, in Book 2888, Page 307 of Official Records, in the office of the County Recorder of said County, thence along said Southerly line,

3rd: East 663.23 feet along said line to a point which bears South along the West line of said Olds Road, 300.00 feet from the Northeast corner of said Lot 8, thence continuing along said Westerly line,

4th: South 2323.50 feet to the point of beginning.

APN: 223-0-030-320

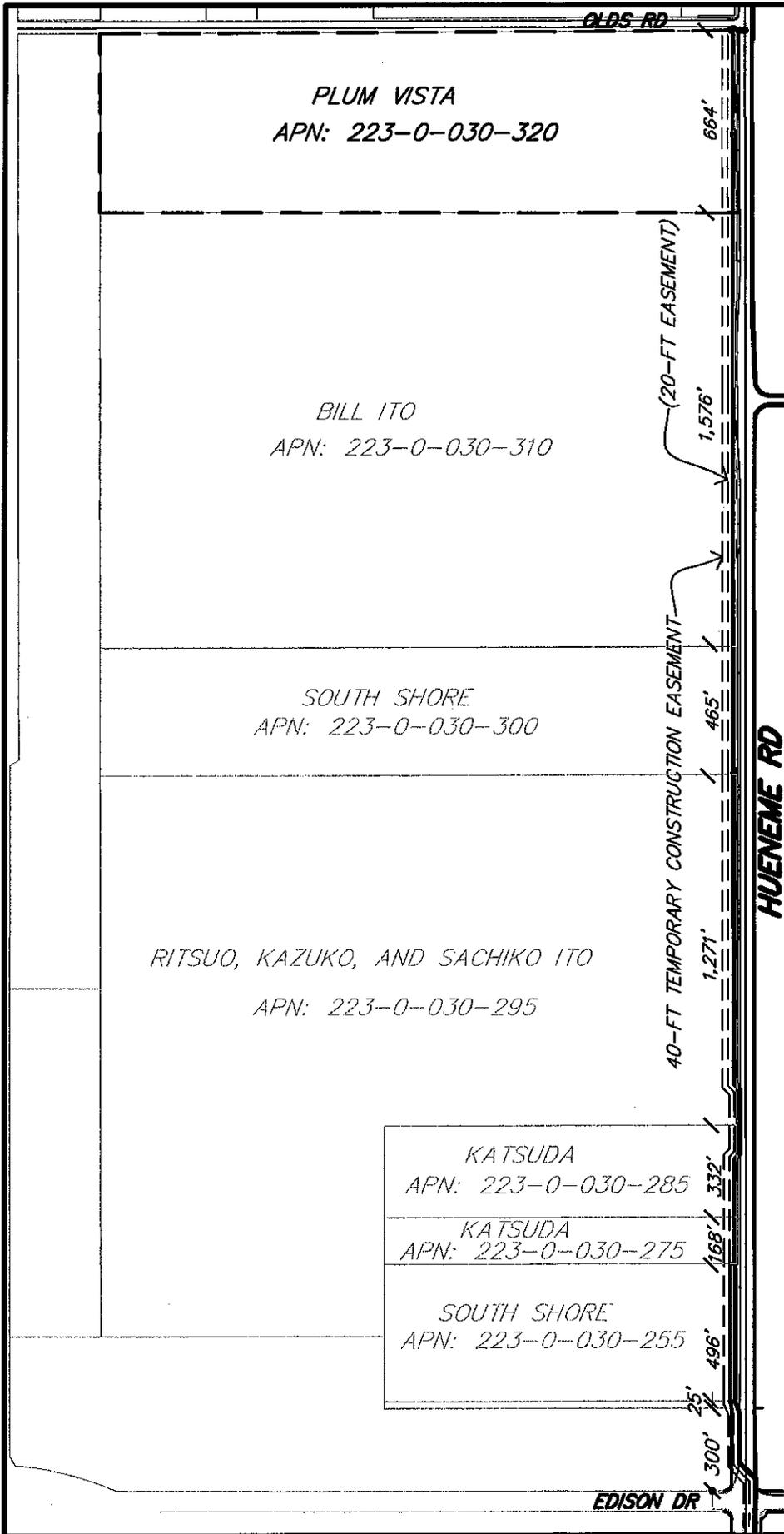
**EXHIBIT A**

The southerly 40 feet of that certain parcel of land described in the deed to Plum Vista, L.P., recorded December 28, 2001 as Instrument No. 2001-0264615-00 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.



223-0-030-320



NO SCALE

**ARNOLD RD**