ITEM NO. 13

STAFF REPORT

CITY OF OCEANSIDE

DATE: February 27, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Property Management

SUBJECT: **APPROVAL OF AN EASEMENT WITH SAN DIEGO GAS AND ELECTRIC COMPANY FOR SERVICE TO AGRISERVICE, INC., LOCATED AT EL CORAZON**

SYNOPSIS

Staff recommends that the City Council approve the grant of an easement to San Diego Gas and Electric Company for utility purposes to serve the relocated Agriservice, Inc. operation located at El Corazon and authorize the Mayor to execute the easement.

BACKGROUND

The City of Oceanside ("City") entered into a Property Lease Agreement and an Operating Agreement, both dated November 18, 2009, with Agriservice, Inc., ("Agriservice") for the relocation of their Green Waste Facility site on El Corazon to an alternate location at El Corazon ("Property"). The new location necessitated the relocation of existing utilities and the installation of new telephone poles and electrical transmission lines to the Property.

ANALYSIS

The proposed new alignment of the San Diego Gas and Electric Company ("SDG&E") electric transmission line is within City-owned property at El Corazon. The purpose of the easement is to allow SDG&E to relocate and install the electric transmission line in order for Agriservice to operate the Green Waste Facility site. Upon approval, SDG&E will be granted an easement for the operation and maintenance of the electric transmission line.

FISCAL IMPACT

Approval of the easement will not have an adverse fiscal impact on the City or the value of the Property.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY ANALYSIS:

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION:

Staff recommends that the City Council approve the grant of an easement to San Diego Gas and Electric Company for utility purposes to serve the relocated Agriservice, Inc. operation located at El Corazon and authorize the Mayor to execute the easement.

PREPARED BY:

Curtis M. Jackson
Property Agent

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Doug E. Eddow, Real Estate Manager

Recording Requested by
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company
8335 Century Park Court, Suite 100
San Diego, CA 92123-1569
Attn: Real Estate Records - CP11D

SPACE ABOVE FOR RECORDER'S USE

Project No.: 252374-010,020
Const. No.: 2959561/2959560
A.P.N.: 162-082-51
Sketch No.: OS-15125

Transfer Tax None
SAN DIEGO GAS & ELECTRIC COMPANY

EASEMENT

CITY OF OCEANSIDE, A MUNICIPAL CORPORATION, (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described, to erect, construct, change the size of, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

1. Poles, wires, cables and appurtenances for the transmission and distribution of electricity.

2. Underground facilities and appurtenances for the transmission and distribution of electricity.

3. Communication facilities, overhead and/or underground and appurtenances.

The above facilities will be installed at such locations and elevations upon, along, over and under the hereinafter described easement as Grantee may now or hereafter deem convenient or necessary. Grantee also has the right of ingress and egress, to, from and along this easement in, upon, over and across the hereinafter described lands. Grantee further has the right, but not the duty to clear and keep this easement clear from explosives, buildings, structures and materials.

The property in which this easement and right of way is hereby granted is situated in the County of San Diego, State of California described as follows:

Lot 7 of Rancho Del Oro Master Subdivision Map West, according to Map thereof No. 11410, filed in the Office of the County Recorder of said County of San Diego.

The easement in the aforesaid lands shall be described in Parcels A, B and C as follows:

PARCEL A:

A strip of land, 12.00 feet in width, being 6.00 feet on each side of the center line of the facilities to be installed, the approximate location being shown and delineated as "OVERHEAD FACILITIES" on the Exhibit "A", attached hereto and made a part hereof.

PARCEL B:

A strip of land, 4.00 feet in width, being 2.00 feet on each side of the center line of the facilities to be installed, the approximate location being shown and delineated as "ANCHORAGE FACILITIES" on the Exhibit "A", attached hereto and made a part hereof.

PARCEL C:

A strip of land, including all of the area lying between the exterior sidelines, which sidelines shall be three (3) feet, measured at right angles, on each exterior side of each and every facility installed, the approximate location being shown and delineated as "UNDERGROUND FACILITIES" on the Exhibit "A", attached hereto and made a part hereof.

In order to provide adequate working space for Grantee, Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed any building or other structure, park any vehicle, deposit any materials, plant any trees and/or shrubs or change ground elevation within eight (8) feet of the front of the door or hinged opening of any above ground facility installed within this easement.

Grantor grants to Grantee the right to erect and maintain on Grantor's property immediately adjacent to this easement retaining walls and/or protective barricades as may be necessary for Grantee's purposes.

Grantor grants to Grantee the right to erect and maintain on Grantor's property adjacent to this easement such anchorage as may be necessary for Grantee's purposes.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, drill or dig any well, within this easement.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantor further grants to Grantee the right to assign any or all of the rights granted in this easement in whole or in part to other companies providing utility or communication facilities/services.

Grantee shall have the right but not the duty, to trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS; therefore, Grantor shall not make or allow any excavation or fill to be made within this easement WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY BY CALLING (619) 696-2000, and OBTAINING PERMISSION.

The legal description for this easement was prepared by San Diego Gas & Electric Company pursuant to Section 8730 of the Business and Professions Code, State of California.

This easement shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor executed this instrument this _____ day of _____, 20_____.

CITY OF OCEANSIDE, A MUNICIPAL CORPORATION

APPROVED AS TO FORM
OCEANSIDE CITY ATTORNEY
BARBARA L. HAMILTON
Assistant City Attorney

BY: _____

NAME: _____
(print name)

TITLE: _____

BY: _____

NAME: _____
(print name)

TITLE: _____

Drawn C. Echeverria
Checked
Date 12/19/12

STATE OF CALIFORNIA

COUNTY OF _____)SS.

On _____, before me _____
_____ (name, title of officer), 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.

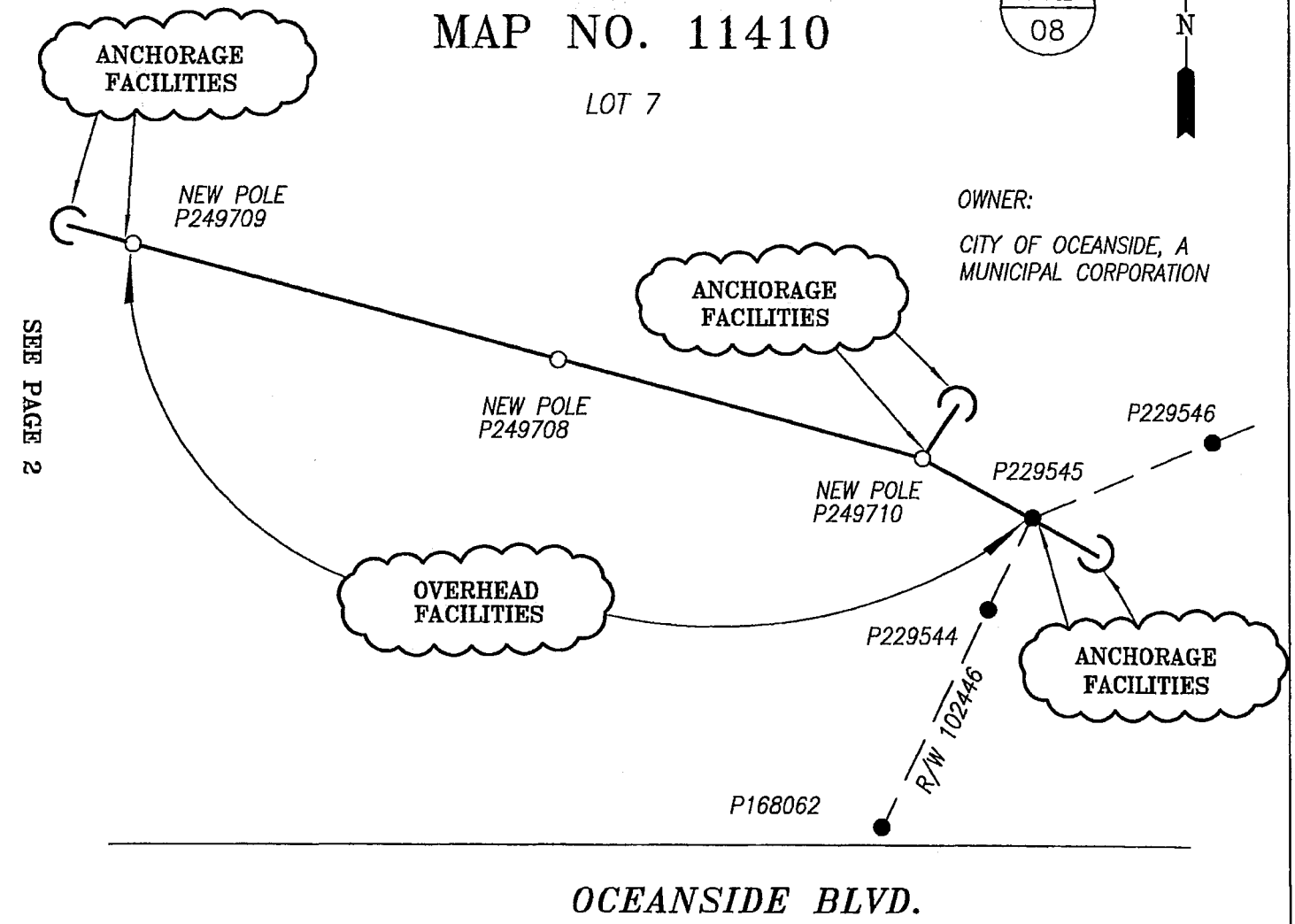
WITNESS my hand and official seal.

Signature_____

RANCHO DEL ORO
MASTER SUB. MAP WEST
MAP NO. 11410

162
08

N



O.H.E.

EXHIBIT "A"

SAN DIEGO GAS & ELECTRIC SAN DIEGO, CALIFORNIA	ORIGINATOR: MLajeunesse	OK TO INSTALL:	PROJECT NO. 252374-010
	SURVEYED BY: NONE	R/W OK:	
EL CORAZON COMPOST FACILITY Oceanside Blvd. Oceanside	DRAWN BY: Echeverria	DATE:	CONST. NO. 2959561
	DATE: 12/19/12	THOS. BROS. 1086-J6	DRAWING NO. 0S-15125
	SCALE: NONE		

NO.	SUPPLEMENTS	DATE:	BY	APP'D

RANCHO DEL ORO
MASTER SUB. MAP WEST
MAP NO. 11410

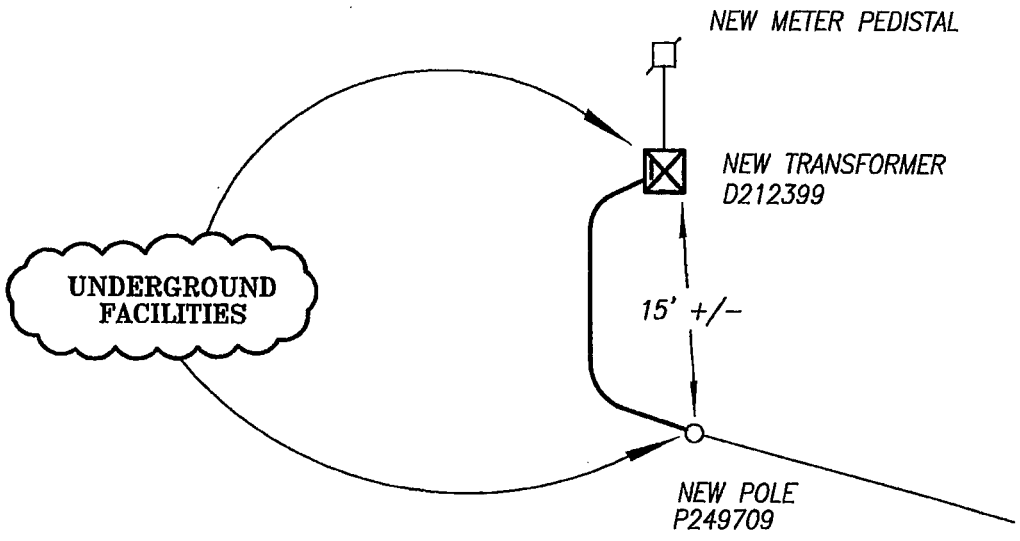
162
08

N

LOT 7

OWNER:

CITY OF OCEANSIDE, A MUNICIPAL CORPORATION



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U.G.E.

EXHIBIT "A"

SAN DIEGO GAS & ELECTRIC SAN DIEGO, CALIFORNIA	ORIGINATOR: MLajeunesse	OK TO INSTALL:	PROJECT NO. 252374-020
	SURVEYED BY: NONE	R/W OK:	
EL CORAZON COMPOST FACILITY Oceanside Blvd. Oceanside	DRAWN BY: Echeverria	DATE:	CONST. NO. 2959560
	DATE: 12/19/12	THOS. BROS. 1086-J6	DRAWING NO. OS-15125
	SCALE: NONE		

NO.	SUPPLEMENTS	DATE:	BY	APP'D