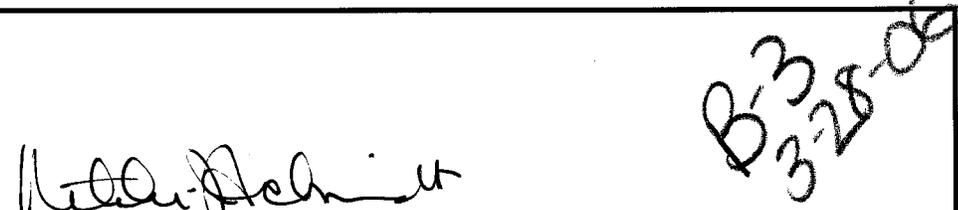


**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT General Services		(2) MEETING DATE March 28, 2006		(3) CONTACT/PHONE Duane P. Leib (805) 781-5200		iw
(4) SUBJECT Request to approve an Agreement and Grant of Easement for the utility support structure located on real property owned by the State of California Department of the Military.						
(5) SUMMARY OF REQUEST Approval of the attached Agreement and Grant of Easement will formally give the County the right to locate a temporary utility support structure on State of California Department of the Military property.						
(6) RECOMMENDED ACTION The Department of General Services recommends your Board approve the Agreement and Grant of Easement and instruct the chairperson to sign the document and Certificate of Acceptance. The Certificate of Acceptance will be presented to the County Clerk Recorder along with the fully executed Agreement and Grant of Easement when returned from the State of California Department of the Military.						
(7) FUNDING SOURCE(S) Fund Center 200 Maintenance Projects		(8) CURRENT YEAR COST \$10,000		(9) ANNUAL COST N/A		(10) BUDGETED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): County Counsel, County Public Works, California Department of the Military, California Department of General Services						
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____						
(13) SUPERVISOR DISTRICT(S) 1st, 2nd, 3rd, 4th, 5th, All				(14) LOCATION MAP <input checked="" type="checkbox"/> Attached <input type="checkbox"/> N/A		
(15) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)				(16) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(17) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A				(18) BUDGET ADJUSTMENT REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		

(19) ADMINISTRATIVE OFFICE REVIEW	B-3-28-06 
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COUNTY OF SAN LUIS OBISPO

Department of general services

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200

DUANE P. LEIB, DIRECTOR

TO: BOARD OF SUPERVISORS
D Leib
FROM: DUANE P. LEIB, GENERAL SERVICES DIRECTOR
DATE: MARCH 28, 2006
SUBJECT: REQUEST TO APPROVE AN AGREEMENT AND GRANT OF EASEMENT FOR THE UTILITY SUPPORT STRUCTURE LOCATED ON REAL PROPERTY OWNED BY THE STATE OF CALIFORNIA DEPARTMENT OF THE MILITARY

RECOMMENDATION

The Department of General Services recommends your Board to approve the Agreement and Grant of Easement and instruct the chairperson to sign the document and Certificate of Acceptance. The Certificate of Acceptance will be presented to the County Clerk Recorder along with the fully executed Agreement and Grant of Easement when returned from the State of California Department of the Military.

DISCUSSION

Utility services including gas, communications, and water for the County Operations Center (COC) on Kansas Avenue come through the State Military Department (Camp San Luis Obispo) property and over Chorro Creek via a decommissioned bridge known as Camp Bridge 108. It is uncertain whether easements exist for these utilities. Past storms and damage to Camp Bridge 108 have rendered the bridge unsafe for passage. Camp San Luis Obispo plans to demolish the bridge and the deck has been removed by Camp personnel. The remaining structural support is in advanced stages of deterioration and will soon be demolished by Camp San Luis Obispo contractor.

The communications and gas service lines on Camp Bridge 108 are the only supply lines for the COC, which consists of facilities such as the Emergency Operations Center and County Jail. Consequently, immediate action has been taken to insure continued service of the utilities in the form of a temporary Right of Entry and temporary utility crossing to reduce the risk that utility services will be interrupted during the 2006 winter storm season. The attached Agreement and Grant of Easement provides the authorization for the temporary utility support structure for gas and communications. An alternate supply route for the water line is already in place. Camp San Luis will now be completing the demolition of Bridge 108, since the gas and communications lines are supported by the temporary utility structure. After demolition, a permanent utility structure to support the gas line and a new water line will be installed. The communications line will be moved to an aerial location. At that time, the easement granted in this document will be relinquished back to the State and a new Agreement and Grant of Easement will be granted to the County for the permanent utility support structure.

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Board of Supervisors
March 28, 2006
Page two

The document before you was prepared by the California State Department of General Services. The estimated fee for preparation of the document is \$10,000 which is included in the Public Works project.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the Agreement and Grant of Easement as to form and legal effect. Public Works has been coordinating the utility project. The State Department of General Services drafted the document. The Agreement will be signed last by the State Department of the Military and the State Department of General Services.

FINANCIAL CONSIDERATIONS

The State Department of General Services has estimated fee for preparation of the document at \$10,000 which has been included as part of the Public Works project.

RESULTS

Approval of the Agreement and Grant of Easement conveys to the County a recordable legal document for the temporary utility support structure on property owned by the State of California Department of the Military at Camp San Luis Obispo.

F:\bos\03\28\06\BOS Utility Support Structure Easement.wpd

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WHEN RECORDED MAIL TO

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AGREEMENT AND GRANT OF EASEMENT
UTILITY SUPPORT STRUCTURE**

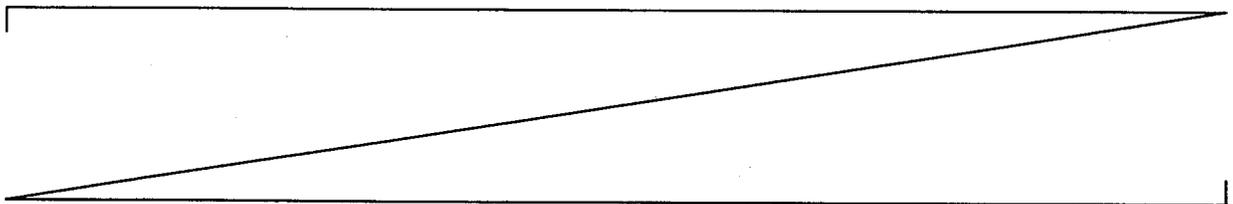
Agency: Military Department

Project: Camp San Luis Obispo

File: TR06 002-E [ABMS 121457A]

THIS AGREEMENT AND GRANT OF EASEMENT is made and entered into by and between the STATE OF CALIFORNIA, acting by and through its Director of the Department of General Services, with the approval of the Military Department, hereinafter called State, and the COUNTY OF SAN LUIS OBISPO, a public entity in the State of California, hereinafter called Grantee.

State, pursuant to the provisions of Section 14666 of the Government Code of the State of California, hereby grants unto Grantee, its successors and assigns forever, an easement to locate, relocate, construct, reconstruct, alter, use, maintain, inspect, repair and remove a utility support structure, together with appurtenant fixtures and equipment deemed necessary therefor by Grantee, over, on, under and across that certain real property situated in the County of San Luis Obispo, State of California, as described in the attached Exhibit "A", consisting of one page, and by this reference made a part hereof.



THE PROVISIONS ON THE REVERSE SIDE HEREOF CONSTITUTE A PART OF THIS AGREEMENT.

Dated: _____

STATE OF CALIFORNIA
Department of General Services

GRANTEE: COUNTY OF SAN LUIS OBISPO, a
public entity in the State of California

By: _____

By: _____

Title: _____

Title: _____

APPROVED: Military Department

Approved as to form and legal effect

By: _____

By: *Rita Neal*

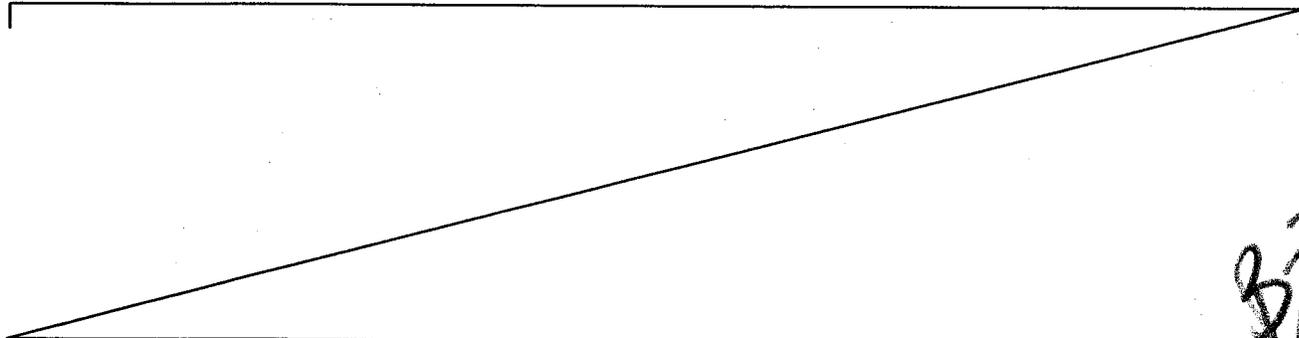
Title: _____

Title: *Deputy County Counsel*

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PROVIDED, this Grant of Easement is subject to the following terms and conditions:

1. This Grant is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect said real property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.
2. Grantee waives all claim against State, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Right of Entry, and Grantee agrees to protect, save harmless, indemnify, and defend State, its officers, agents and employees from any and all loss, damage or liability, including, without limitation, all legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability which may be suffered or incurred by State, its officers, agents and employees caused by, arising out of, or in any way connected with exercise by Grantee of the rights hereby granted, except those arising out of the sole negligence of State.
3. State reserves the right to use said real property in any manner, provided such use does not unreasonably interfere with Grantee's rights hereunder.
4. State reserves the right to require Grantee, at State expense, to remove and relocate all improvements placed by Grantee upon said real property, upon determination by State that the same interfere with future development of State's property. Within 180 days after State's written notice and demand for removal and relocation of the improvements, Grantee shall remove and relocate the improvements to a feasible location on the property of State, as designated by State, and State shall furnish Grantee with an easement in such new location, on the same terms and conditions as herein stated, all without cost to Grantee, and Grantee thereupon shall re-convey to State the easement herein granted.
5. This Easement shall terminate in the event Grantee fails for a continuous period of eighteen (18) months to use this Easement for the purposes herein granted. Upon such termination, Grantee shall forthwith upon service of written demand, deliver to State, at no cost to State, a Quitclaim Deed, to its right, title and interest hereunder. Should Grantee fail or refuse to deliver said Quitclaim Deed, State may record, in the Recorder's Office of the County in which said real property is located, a written notice reciting said failure, and such recordation shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence of such termination against Grantee. Grantee shall, upon State request, without cost to State, and within ninety (90) days from said State request, remove all property placed by or for Grantee upon said real property and restore said premises as nearly as possible to the same condition as they were in prior to the execution of this Easement. In the event Grantee should fail to restore said premises in accordance with such request, State may do so at the risk of Grantee, and all costs of such removal and restoration shall be paid by Grantee upon demand.
6. In performing any work, including any excavation, on said real property of State, Grantee shall take all reasonable measures to make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were immediately prior to commencement of Grantee's activities pursuant to this Easement as is practicable.
7. Said utility support structure shall consist of two 24 inch high steel beams suspended between two cast-in-place 6" by 6" by 18" concrete blocks, each block sited upon a 12" high base of crushed rock.



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March 1, 2006

EXHIBIT A
Legal Description

That portion of Lot 10 of the Map of Ward's Partition of Lot D of Rancho el Chorro and San Luisito according to map recorded in Book J, page 361 of Deeds, along with a portion of Rancho Huerta de Romauldo, in the County of San Luis Obispo, State of California, described as follows:

A twelve (12) foot wide strip of land lying six (6) feet each side of the following described centerline:

Commencing at the northeasterly corner of that certain parcel of land shown at Parcel "A" on map filed in Book 15, page 67 of Record of Surveys, records of said County; thence South $87^{\circ}16'26''$ West, along the Northerly line of said Parcel "A", a distance of 475.63 feet to the **true point of beginning**; thence

North $0^{\circ}54'08''$ West, 150.00 feet to the point of terminus.

The sidelines of said strip to be shortened or lengthened southerly, as necessary, to meet the northerly line of said Parcel "A".


Linda M. Richardson, P.L.S. 6904 (exp. 6/2007)



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STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)

On _____, 20__ before me, **JULIE L. RODEWALD**, County Clerk and Ex-Officio Clerk of the Board of Supervisors, County of San Luis Obispo, State of California, personally appeared _____, personally know to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted executed the instrument.

WITNESS my hand and official seal.

JULIE L. RODEWALD, County
Clerk-Recorder and
Ex-Officio Clerk of the Board of
Supervisors

By: _____
Deputy Clerk-Recorder

(SEAL)

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CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Agreement and Grant of Easement from the State of California, Military Department, to the County of San Luis Obispo is hereby accepted by order the Board of Supervisors, pursuant to authority conferred by the Board of Supervisors on March 28, 2006. The grantee hereby consents to the recordation thereof by its duly authorized officer.

Dated: _____ By: _____

Chairperson of the Board of Supervisors

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