

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

(1) DEPARTMENT Public Works	(2) MEETING DATE July 18, 2006	(3) CONTACT/PHONE Timothy J. Smith, County Right of Way Agent (805) 781-5290	
(4) SUBJECT Submittal of a Resolution Accepting Conveyance to the County from Pacific Cambria, Inc., for Burton Drive Slope Stabilization Project, Contract No. 245R12B560			
(5) SUMMARY OF REQUEST Transmittals pertain to road repair and stabilization plan for Burton Drive Project. Adoption of resolution will allow the Department of Public Works to construct the work this summer.			
(6) RECOMMENDED ACTION It is recommended that the subject resolution be adopted and the appropriate documents be executed.			
(7) FUNDING SOURCE(S) Road Fund	(8) CURRENT YEAR COST \$1,000	(9) ANNUAL COST N/A	(10) BUDGETED? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): County Counsel			
(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) <input type="checkbox"/> 1st, <input checked="" type="checkbox"/> 2nd, <input type="checkbox"/> 3rd, <input type="checkbox"/> 4th, <input type="checkbox"/> 5th, <input type="checkbox"/> All		(14) LOCATION MAP <input checked="" type="checkbox"/> Attached <input type="checkbox"/> N/A	(15) Maddy Act Appointments Signed-off by Clerk of the Board <input checked="" type="checkbox"/> N/A
(16) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)		(17) EXECUTED DOCUMENTS <input checked="" type="checkbox"/> Resolutions (Orig + 4 copies) <input type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A	
(18) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A		(19) BUDGET ADJUSTMENT REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A	
(20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR) _____		(21) W-9 <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	(22) Agenda Item History <input type="checkbox"/> N/A Date <u>June 13, 2006</u>
(23) ADMINISTRATIVE OFFICE REVIEW <p align="center" style="font-size: 1.2em;"><i>OK Leslie Brown</i></p>			

Reference: 06JUL18-C-6

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SAN LUIS OBISPO COUNTY DEPARTMENT OF PUBLIC WORKS

Noel King, Director

County Government Center, Room 207 • San Luis Obispo CA 93408 • (805) 781-5252

Fax (805) 781-1229

email address: pwd@co.slo.ca.us

TO: Board of Supervisors

FROM: Timothy J. Smith, Right of Way Agent 

VIA: Glen L. Priddy, Deputy Director of Public Works- Engineering Services 

DATE: July 18, 2006

SUBJECT: Submittal of a Resolution Accepting Conveyance to the County from Pacific Cambria Inc., for Burton Drive Slope Stabilization Project, Contract No. 245R12B560, Supervisorial District 2

Recommendation

It is recommended that the subject resolution be adopted and the accompanying documents be executed.

Discussion

The attached resolution, together with appropriate easement deed and right of way agreement, are submitted for your Board's consideration. These instruments relate to the road repair project underway at Burton Drive. The property owner has given permission for County forces to begin work prior to full acceptance of this easement. Acquisition of the needed right of way is based upon a negotiated settlement at fair market value, as determined by a professional real estate appraiser.

Other Agency Involvement/Impacts

County Counsel has reviewed and approved said documents.

Financial Considerations

The subject resolution provides compensation in the total amount of \$1,000 for this parcel, County Contract No. 245R12B560. The cost is included in the Fiscal Year 2006-07 Roads Budget.

Results

Approval of the recommended action will result in proper title for this budgeted project. This project will result in greater safety for the public.

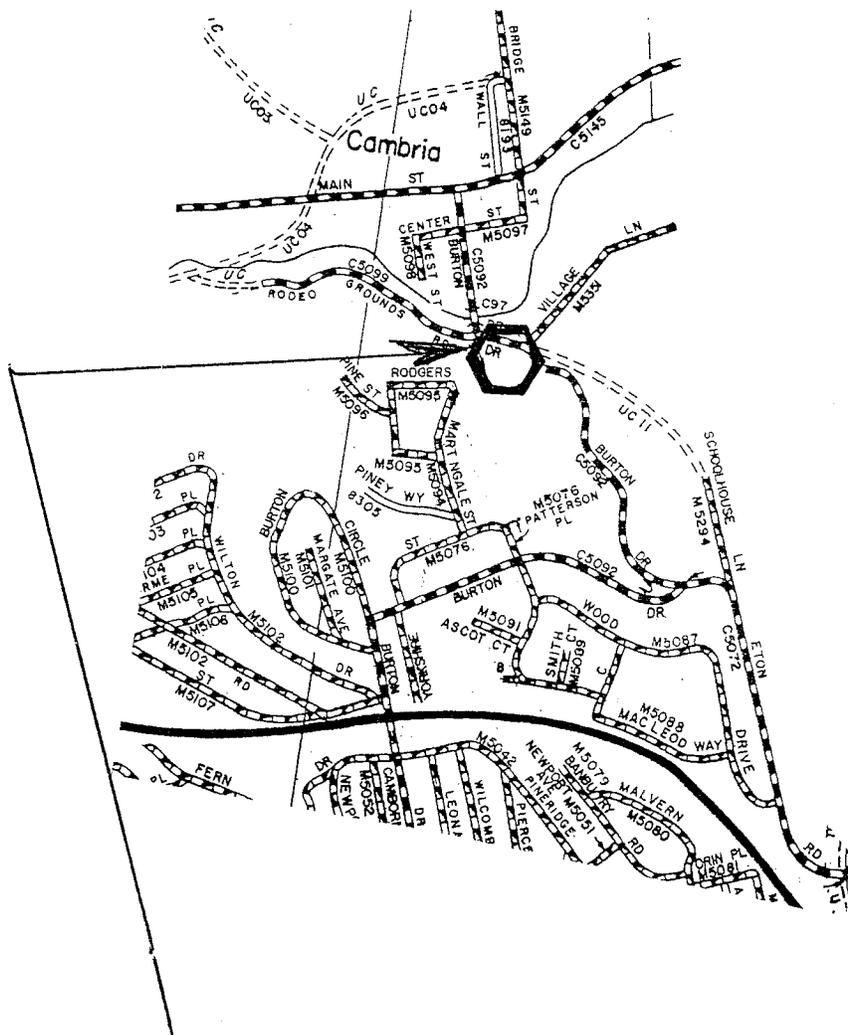
Attachments: Vicinity Map
Resolution of Acceptance
Public Road and Slope Easement Deed
Right of Way Agreement

File: TJS- R/W Parcel 06-10

Reference: 06JULY18-C-6

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VICINITY MAP FOR BURTON DRIVE
STABILIZATION PROJECT

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IN THE BOARD OF SUPERVISORS
County of San Luis Obispo, State of California

_____ day _____, 20__

PRESENT: Supervisors

ABSENT:

RESOLUTION NO.

**RESOLUTION ACCEPTING CONVEYANCE FROM
PACIFIC CAMBRIA INC.,
BURTON DRIVE SLOPE STABILIZATION PROJECT
SUPERVISORIAL DISTRICT NO. 2**

The following resolution is now offered and read:

WHEREAS, PACIFIC CAMBRIA INC., a California corporation, has executed and delivered to the County of San Luis Obispo, a political subdivision and one of the counties of the State of California, a certain Public Road and Slope Easement Deed conveyance dated May 31, 2006, attached hereto, and by this reference made a part hereof as though fully set forth herein; and

WHEREAS, it is provided by Section 27281 of the Government Code of the State of California, that the foregoing document shall not be accepted for recordation without the consent of the County evidenced by its resolution of acceptance attached thereto:

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo State of California:

1. That said Public Road and Slope Easement Deed is accepted and the Chairperson of this Board is hereby authorized and directed to execute the documents necessary therefor.
2. That the Clerk of this Board attach a copy of this resolution to said conveyance as evidence of acceptance and consent to the recordation of same.
3. That the County Director of Public Works is hereby authorized and directed to initiate the drawing of a warrant (Budget 2900-3060) Project 245R12B560, in the sum stated in the attached Right of Way Agreement dated May 31, 2006, Burton Drive Slope Stabilization Project, R/W Parcel No. 06-10, payable to Pacific Cambria Inc., as consideration for the delivery of said conveyance.

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Upon motion of Supervisor _____, seconded by Supervisor _____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing resolution is hereby adopted.

Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

[SEAL]

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.,
County Counsel

By: *Richard J. Foran*
Deputy County Counsel

Dated: 6/15/06

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STATE OF CALIFORNIA, }
County of San Luis Obispo, } ss.

I, _____, County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of San Luis Obispo, State of California, do hereby certify the foregoing to be a full, true and correct copy of an order made by the Board of Supervisors, as the same appears spread upon their minute book.

WITNESS my hand and the seal of said Board of Supervisors, affixed this _____ day of _____, 20 _____.

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(SEAL)

County Clerk and Ex-Officio Clerk of the Board of Supervisors

By _____
Deputy Clerk.

RECORDING REQUESTED BY:

Public Works Department
County of San Luis Obispo

Project: Burton Slope Stabilization
R/W No. 06-10
APN: ptn 23-431-30

WHEN RECORDED RETURN TO:

County Clerk

PUBLIC ROAD AND SLOPE EASEMENT DEED

THIS INDENTURE, made the 31st day of May, 2006 by **PACIFIC CAMBRIA INC., a California corporation**, hereinafter referred to as "Grantor", and the **COUNTY OF SAN LUIS OBISPO**, a political subdivision of the State of California, hereinafter referred to as "County":

WITNESSETH:

That Grantor, for a valuable consideration, receipt of which is hereby acknowledged, does hereby grant unto County, its successors and assigns, a perpetual, and permanent easement for the present and future construction, reconstruction, operation, repair and maintenance of road, slope stabilization and appurtenances, and for such excavation and embankment slopes for the lateral and subjacent support of the road, roadbed and appurtenances, in such number and size, and with such accessory parts and structures, as County, or its successors in interest, from time to time, deem necessary to install over, upon, under and across that certain real property situate in the County of San Luis Obispo, State of California, described as follows:

see Exhibit "A" legal description and Exhibit "B" (map) each attached hereto and made a part hereof

The easement granted herein includes the right to plant and maintain grass, plants, or shrubs within the easement area for soil erosion purposes and for the protection of the lateral support for said road, roadbed and appurtenances. Additionally, Grantor does hereby further grant to County, its successors and assigns, the necessary rights of entry to and from the hereinabove described property for future construction, reconstruction, operations, repair, or maintenance of said easement.

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LEGAL DESCRIPTION

That portion of Lot 2, Tract 1492, San Luis Obispo County, California filed in Map Book 14 at Page 39 in the Office of the County Recorder, County of San Luis Obispo; said portion of Lot 2 being more particularly described as follows:

Commence at a found one half inch (1/2") diameter rebar, said rebar being located at the easterly most angle point of the center line of Rodeo Grounds Road as shown on the Record of Survey filed in aforesaid Record of Survey Book 41 Licensed Surveys of Page 91 in the Office of the County Recorder, County of San Luis Obispo;

Thence, North 62°23'52" East a distance of 66.98 feet to the easterly most point on the center line of Rodeo Grounds Road as shown on the aforesaid Record of Survey.

Thence, South 16°14'08" West a distance of 26.78 feet to a point as shown on said Record of Survey, said point being on the southerly right of way line of Burton Drive; as described in the deed to the County of San Luis Obispo, filed in Volume 241, Page 287 of Official Records in the Office of the County Recorder, County of San Luis Obispo, California to the true point of beginning;

Thence, North 86°58'20" East a distance of 189.70 feet to angle point in right of way along said southerly right of way line of Burton Drive, as described in the deed to the County of San Luis Obispo, filed in Volume 241, Page 287 of Official Records in the Office of the County Recorder, County of San Luis Obispo, California to the true point of beginning;

Thence, South 74°45' East a distance of 131.09 feet along the southerly right of way line of Burton Drive to a point as shown on Tract 26; San Luis Obispo County, California filed in Map Book 5 at Page 46 in the Office of the County of the County Recorder;

Thence, South 1°54'9" East 20.78 feet;

Thence, South 56°25'20" West 19.00 feet;

Thence, South 88°28'20" West 93.00 feet;

Thence, North 74°01'40" West 46.00 feet;

Thence, North 38°31'40" West 26.00 feet;

Thence, South 79°58'20" West 48.00 feet;

Thence, North 66°01'40" West 32.00 feet;

EXHIBIT A

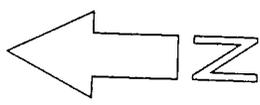
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Thence, North 17°58'20" East 26.00 feet to a point on the southerly right of way line of Burton Drive;

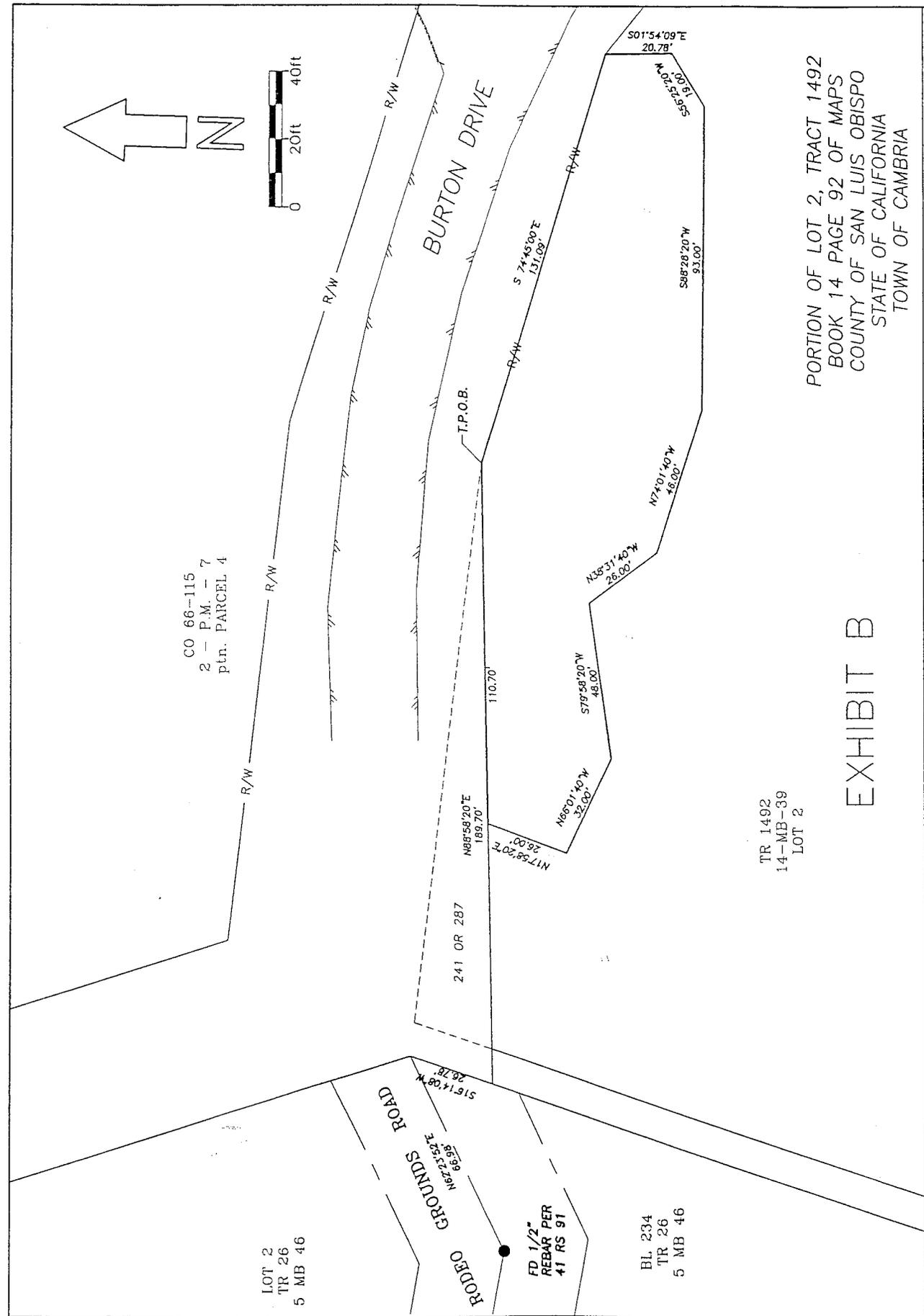
Thence, North 86°58'20" East 110.70 feet along said southerly right of way line of Burton Drive to the true point of beginning.

EXHIBIT A

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CO 66-115
2 - P.M. - 7
ptn. PARCEL 4



LOT 2
TR 26
5 MB 46

RODRO GROUND ROAD
N62°33'32\"/>

FD 1/2\"/>
REBAR PER
41 RS 91

BL 234
TR 26
5 MB 46

241 OR 287

N89°58'20\"/>

110.70'

T.P.O.B.

BURTON DRIVE

N89°10'40\"/>

S79°48'20\"/>

N38°31'40\"/>

N74°01'40\"/>

S88°28'20\"/>

S01°54'09\"/>

TR 1492
14-MB-39
LOT 2

EXHIBIT B

PORTION OF LOT 2, TRACT 1492
BOOK 14 PAGE 92 OF MAPS
COUNTY OF SAN LUIS OBISPO
STATE OF CALIFORNIA
TOWN OF CAMBRIA

COUNTY OF SAN LUIS OBISPO PUBLIC WORKS DEPARTMENT

EXHIBIT "B"

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The consideration hereinabove recited shall constitute payment in full for any damages to remaining property of the Grantor, his successors and assigns, by reason of the construction, reconstruction, operation, repair and maintenance of the slopes, stabilization facilities or other structures referred to herein.

The provisions hereof shall inure to the benefit of the County, its successors and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto, and all covenants shall apply to and run with the above described property.

IN WITNESS WHEREOF, Grantor has hereunto set his hand the day and year first above written.

(As used above the term "GRANTOR" shall include the plural as well as the singular number and the work "his" shall include the feminine gender as the case may be.)

GRANTOR- Pacific Cambria Inc, a California corporation

By: *Rich Winters*

By: _____

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ACKNOWLEDGMENT

State of California
County of SAN LUIS OBISPO

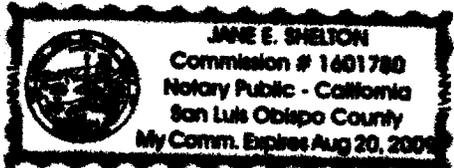
On 5/31/06 before me, JANE E. SHELTON,
(here insert name and title of the officer)

personally appeared DIRK WINTER - PRESIDENT

personally known to me (or 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.

WITNESS my hand and official seal.

Signature Jane E. Shelton



(Seal)

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RIGHT OF WAY AGREEMENT

THIS AGREEMENT entered into this 31st day of May, 2001, by and between **PACIFIC CAMBRIA Inc., a California corporation**, hereinafter referred to as "GRANTOR" and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "COUNTY";

WITNESSETH:

WHEREAS, Document No. 06-10 in the form of a Public Road and Slope Easement Deed covering the property particularly described in the above instruments, have been executed and delivered to Timothy J. Smith, Right of Way Agent for the County of San Luis Obispo.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, it is mutually agreed by and between Grantor and County as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account or on account of the location, or construction, of the proposed public improvement.

2. The County shall:

a. Pay the undersigned Grantor the sum of \$ 1,000.00 for the property interests as conveyed by Deed No. 06-10 when title to said property vests in the County free and clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and all taxes, except:

(1) Taxes for the fiscal year in which this agreement is entered which shall be cleared and paid in the manner specified under Article 5 (commencing with Section 5081) of Chapter 4 of Part 9 of Division 1 of the Revenue and Taxation Code, if unpaid at time agreement is entered.

(2) Easement or rights of way over said land for public or quasi-public utility purposes, if any.

(3) Covenants, conditions and restrictions as imposed by deeds of record affecting said property conveyed, if any.

b. Pay any escrow and recording fees incurred in this transaction, and if title

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insurance is desired by the County, the premium charged therefor.

c. Have the authority to deduct and pay from the amount shown in Clause 2(a) above, any amount necessary to satisfy any delinquent taxes due in any fiscal year except the fiscal year in which this escrow closes, together with penalties and interest thereon, and/or delinquent or nondelinquent assessments or bonds except those which title is to be taken subject to, in accordance with the terms of this agreement.

IN WITNESS WHEREOF, Grantor and County have executed this agreement the day and year first above written. (As used above the term "Grantor" shall include the plural as well as the singular number as the case may be.)

GRANTOR– Pacific Cambria Inc., a California corporation

By: *Dick Winters*

By: _____

ATTEST:

COUNTY OF SAN LUIS OBISPO

County Clerk of the County
of San Luis Obispo

By: _____

By: _____
Chairperson, Board of Supervisors

RECOMMENDED FOR APPROVAL
County Right of Way Agent

RECOMMENDED FOR APPROVAL
Public Works Department

Timothy J. Smith
Timothy J. Smith

Noel King
Noel King, Director

burton.row

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