

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

(1) DEPARTMENT General Services	(2) MEETING DATE July 25, 2006	(3) CONTACT/PHONE Duane P. Leib (805) 781-5200	cm
(4) SUBJECT Approval of a Real Property Purchase Agreement for the San Luis Obispo County Regional Airport Runway 11-29 Extension Project including Land for Temporary Construction Easement (TCE) Purposes. Approval of a Land Purchase in the amount of \$4,980* and \$1,020 for a TCE from San Luis Obispo County Regional Airport Enterprise Fund Cost Center 4250500000. (*rounded)			
(5) SUMMARY OF REQUEST Approval of the Real Property Purchase Agreement will allow the County to acquire necessary real property and a temporary construction easement (TCE) for the purpose of extending Runway 11-29 at the San Luis Obispo County Regional Airport and the re-alignment of Santa Fe Road. Approval of the Land Purchase and TCE will authorize the necessary funds in the amount of \$6,000, plus escrow costs, from the Airports Enterprise Fund Cost Center 4250500000 to be used for said purchase.			
(6) RECOMMENDED ACTION It is recommended that your Board approve the Real Property Purchase Agreement by a majority vote of the Board. In addition, it is recommended your Board approve land and TCE purchase in the amount of \$6,000, and that the Auditor-Controller be directed to issue a check to be deposited into an escrow account for said amount for said purchase, plus escrow costs.			
(7) FUNDING SOURCE(S) Airports Enterprise Fund Cost Center 4250500000	(8) CURRENT YEAR COST \$6,000 (plus escrow costs)	(9) ANNUAL COST	(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, Auditor-Controller			
(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 type="checkbox"/> 2nd, <input checked="" 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	
(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 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		
(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 _____	
23) ADMINISTRATIVE OFFICE REVIEW <div style="text-align: right; font-family: cursive; font-size: 1.2em; margin-top: 10px;">Vincent Morris</div> <div style="text-align: right; font-size: 1.5em; margin-top: 10px;">7-25-06</div> <div style="text-align: right; font-size: 2em; margin-top: 20px;">B-10</div>			



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

**FROM: *D. Leib*
DUANE P. LEIB, GENERAL SERVICES DIRECTOR**

DATE: JULY 25, 2006

SUBJECT: APPROVAL OF A REAL PROPERTY PURCHASE AGREEMENT FOR THE SAN LUIS OBISPO COUNTY REGIONAL AIRPORT RUNWAY 11-29 EXTENSION PROJECT INCLUDING LAND FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES, SUPERVISORIAL DISTRICT NO. 3

APPROVAL OF A LAND AND TEMPORARY CONSTRUCTION EASEMENT (TCE) PURCHASE IN THE AMOUNT OF \$6,000 FROM SAN LUIS OBISPO COUNTY REGIONAL AIRPORT ENTERPRISE FUND COST CENTER 4250500000

RECOMMENDATION

It is recommended that your Board approve the Real Property Purchase Agreement by a majority vote of the Board. In addition, it is recommended that your Board approve land and TCE purchase in the amount of \$6,000, and that the Auditor-Controller be directed to issue a check to be deposited into escrow for said amount for said purchase, plus escrow costs.

DISCUSSION

The San Luis Obispo County Regional Airport Runway 11-29 Extension Project involves securing property rights from various parcels for the purposes of extending the runway, Santa Fe Road realignment, runway approach protection and for related public uses and purposes.

A portion of the road realignment identifies a small area of property owned by James M. and Linda Z. Sims, Co-Trustees of the Sims Living Trust dated September 28, 1998 ("Seller"), as necessary for the project. The area needed consists of approximately 336 square feet of real property and a temporary construction easement (TCE) area of approximately 1,186 square feet (see attached exhibits). The TCE area will be secured for a 12-month period during construction. The total area is a portion of real property from APN 076-371-017.

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Pursuant to Federal Aviation Administration requirements, a professional real property appraisal firm appraised the subject parcel and TCE. The total amount of the offer, which has been reviewed and accepted by the Seller, is \$6,000. This equates to \$4,980* for the real property and \$1,020 for the 12-month TCE. (*rounded)

Upon approval of the Real Property Purchase Agreement by your Board, an escrow account will be opened and the funds will be deposited into the account. In addition, the County is responsible for payment of all escrow costs, which are estimated at approximately \$500. Escrow will be completed and closed within 30 days.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed and approved the subject agreement. The Auditor-Controller will be issuing a check in the amount of \$6,000, plus escrow costs, for the completion of this portion of the project.

FINANCIAL CONSIDERATIONS

The land acquisition in the amount of \$4,980* and a TCE in the amount of \$1,020 are funded by the Federal Aviation Administration (95%) and Passenger Facility Charges (5%). Your Board approved the budget and funding source for the project during the 04-05-budget process. By direction from your Board, the funds for purchase of the land and TCE will be withdrawn from the San Luis Obispo County Regional Airport Enterprise Fund Cost Center 4250500000. Estimated cost of the real property and TCE is \$6,000. In addition, the County will pay the related escrow costs, which are estimated at approximately \$500.

(*rounded)

RESULTS

Approval of the Purchase Agreement will allow the County to acquire the real property rights necessary for the Runway 11-29 Extension Project and re-alignment of Santa Fe Road. The action of your Board will ensure a safe, livable and prosperous community.

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**REAL PROPERTY
PURCHASE AGREEMENT**

THIS AGREEMENT is entered into this 25th day of July 2006 between James M. and Linda Z. Sims, as Co-Trustees of the Sims Living Trust dated September 28, 1998, hereinafter referred to as "Seller," and the County of San Luis Obispo, hereinafter referred to as "Buyer," for the purchase of the real property hereinafter described. The amounts to be paid, and other consideration to be given in full satisfaction of this Agreement, are as follows:

FEE ACQUISITION COST: \$3,612.00 (± 336 sf)

IMPROVEMENTS –

CONCRETE PAVING \$1,250.00 (± 250 sf)

TEMPORARY CONSTRUCTION

EASEMENT – 12 MONTHS: \$1,020.00 (±1,186 sf)

TOTAL ACQUISITION: \$6,000.00* (*rounded)

LEGAL DESCRIPTION: See Exhibit "A" & "B" Fee Acquisition attached hereto and incorporated herein by this reference. See Exhibit "C" & "D" Temporary Construction Easement attached hereto and incorporated herein by this reference.

LAND PURCHASED: ± 336 square feet

1. Seller hereby agrees that the compensation herein provided to be paid, includes full compensation for Seller's interests, and the interests of Seller's life tenants, remainderman, reversioners, lien holders and lessees and, furthermore, Seller agrees to discharge any and all other legal and equitable interests which are or may be outstanding relative to the purchased real property prior to the close of escrow.
2. Taxes and Special Assessments:
 - a. Current year real property taxes will be prorated on the date of escrow closing. Prepaid taxes, if any, will be refunded to Seller through County Auditor.
 - b. Delinquent real property taxes shall be paid in full by Seller prior to close of escrow.
 - c. Special assessments, if any, will be paid by Seller at the close of escrow.
3. Title is to be free of liens, encumbrances, easements, restrictions, rights and conditions of record or known to Seller, other than the following: (a) Current property taxes, (b) covenants, conditions, restrictions,

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and public utility easements of record, if any, provided the same do not adversely affect the continued use of the property for the purposes for which it is presently being used, unless disapproved by Buyer in writing within ten (10) calendar days after receipt of a current preliminary report furnished at Buyer's expense. Buyer shall purchase at Buyer's expense a California Land Title Association policy issued by Cuesta Title Company, showing title vested in Buyer subject only to the above. If Seller (1) is unwilling or unable to eliminate any title matter disapproved by Buyer as above, Buyer may terminate this Purchase Agreement, (2) fails to deliver title as above, Buyer may terminate this Purchase Agreement, or Buyer may accept the property with negotiated reduction of the price for the uncorrected matter. Seller's election to correct those matters shall be evidence by written notice within five (5) days after receipt of Buyer's written notice specifying the item disapproved; Buyer's failure to give notice, within ten (10) days after receipt of the updated Preliminary Title Report, shall be construed as an election to accept the property without correction of the item identified by Buyer and without reduction in price.

4. The parties hereto agree that the purchase of the real property herein described shall be consummated through escrow at Cuesta Title Company in San Luis Obispo, California. The escrow agent will be instructed to disburse funds and close escrow upon execution and recordation of a good and sufficient GRANT DEED. Said escrow to close no later than August 31, 2006 or such later date as extended by mutual written agreement between Buyer and Seller. Within ten (10) days after execution of this Agreement by Buyer and Seller, each party shall execute and deliver to escrow its written instructions consistent with the terms of this Agreement and shall provide such other information, documents, and instruments the escrow agent may require to effect closing of this transaction.

5. Any and all losses or damages to the real property or any improvements thereon, occurring prior to recordation of a Grant Deed, shall be at the risk of Seller.

6. Cost of Grant Deed, escrow fees, document preparation and recording fees to be paid by Buyer.

7. Seller shall have ten (10) days after the close of escrow to vacate the premises. Seller shall leave the Premises free of all debris and in a clean condition. Seller acknowledges that by entering into said Agreement no further payment for relocation assistance, allowance or compensation will be made or required by Buyer pursuant to Federal, State or County real property acquisition guidelines.

8. Environmental and Industrial Hygiene Compliance. Seller represents and warrants that as of the close of escrow, Seller has no actual or constructive knowledge that the property is in violation of any Federal, State or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on,

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under or about the property including, but not limited to, soil and groundwater condition. Seller further represents and warrants that during the time in which Seller owned the property, neither Seller nor, to the best of Seller's knowledge, any third party has used, generated, manufactured, stored or disposed of on, under or about the property or transported to or from the property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials ("Hazardous Materials"). For the purpose of this Agreement, Hazardous Materials shall include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; and those substances defined as "hazardous wastes" in Section 25117 of the California Health & Safety Code or as "hazardous substances" in Section 25316 of the California Health & Safety Code; and in the regulations adopted and publications promulgated pursuant to said laws.

9. Indemnity and Hold Harmless. Seller hereby agrees to indemnify and hold harmless Buyer, its directors, officers, employees, and agents, and any successors to Buyer's interest in the chain of title to the Property, their directors, officers, employees, and agents, from and against any and all liability (i) including all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of Hazardous Materials by Seller, and (ii) including, without limitation, the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following transfer of title to the Property, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Materials by any person on the Property during the period in which Seller owned the Property.

10. This Agreement embodies the whole Agreement between the parties hereto as it pertains to the subject real property and there are no promised terms, conditions, or obligations referring to the subject matter hereof, other than as contained herein. Any alterations, changes or modifications to this Purchase Agreement must be in writing and executed by both Buyer and Seller.

11. This Agreement shall extend to and be binding upon the parties hereto and upon their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns only when approved by the San Luis Obispo County Board of Supervisors.

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COUNTY OF SAN LUIS OBISPO:

By: _____
Chairperson of the Board of Supervisors

Approved by the Board of Supervisors this _____ day
of

_____ 2006

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: Rita Neal
Deputy County Counsel

Date: 7/14/06

SELLER: James M. Sims, as Co-Trustee of the Sims Living Trust
dated September 28, 1998.

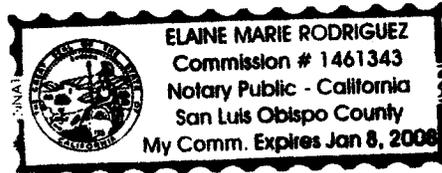
By: James M Sims

State of California
County of San Luis Obispo
San Luis Obispo

On July 14, 2006 before me, Elaine Marie Rodriguez, Notary Public
personally appeared James M. Sims personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized
capacity, and that by his signature on the instrument the person, or
the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

Signature Elaine Marie Rodriguez (Seal)



SELLER: Linda Z. Sims, as Co-Trustee of the Sims Living Trust
dated September 28, 1998.

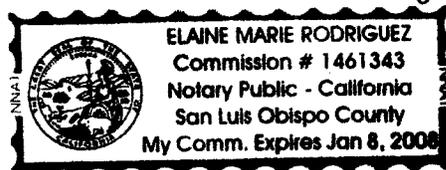
By: Linda Z Sims

State of California
County of San Luis Obispo
San Luis Obispo

On July 14, 2006 before me, Elaine Marie Rodriguez, Notary Public
personally appeared Linda Z. Sims personally known to me (or proved to me
on the basis of satisfactory evidence) to be the person whose name
is subscribed to the within instrument and acknowledged to me that
she executed the same in her authorized capacity, and that by her
signature on the instrument the person, or the entity upon behalf of
which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Elaine Marie Rodriguez (Seal)



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EXHIBIT A

LEGAL DESCRIPTION

SIMS TO THE COUNTY OF SAN LUIS OBISPO

All that real property in the State of California, County of San Luis Obispo, described as follows:

That portion of Parcel B of Parcel Map CO-75-434 as recorded in Book 21 of Parcel Maps, Page 17, San Luis Obispo County records, being more particularly described as follows:

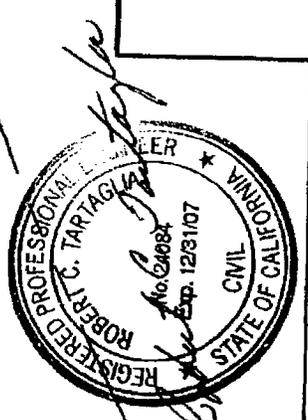
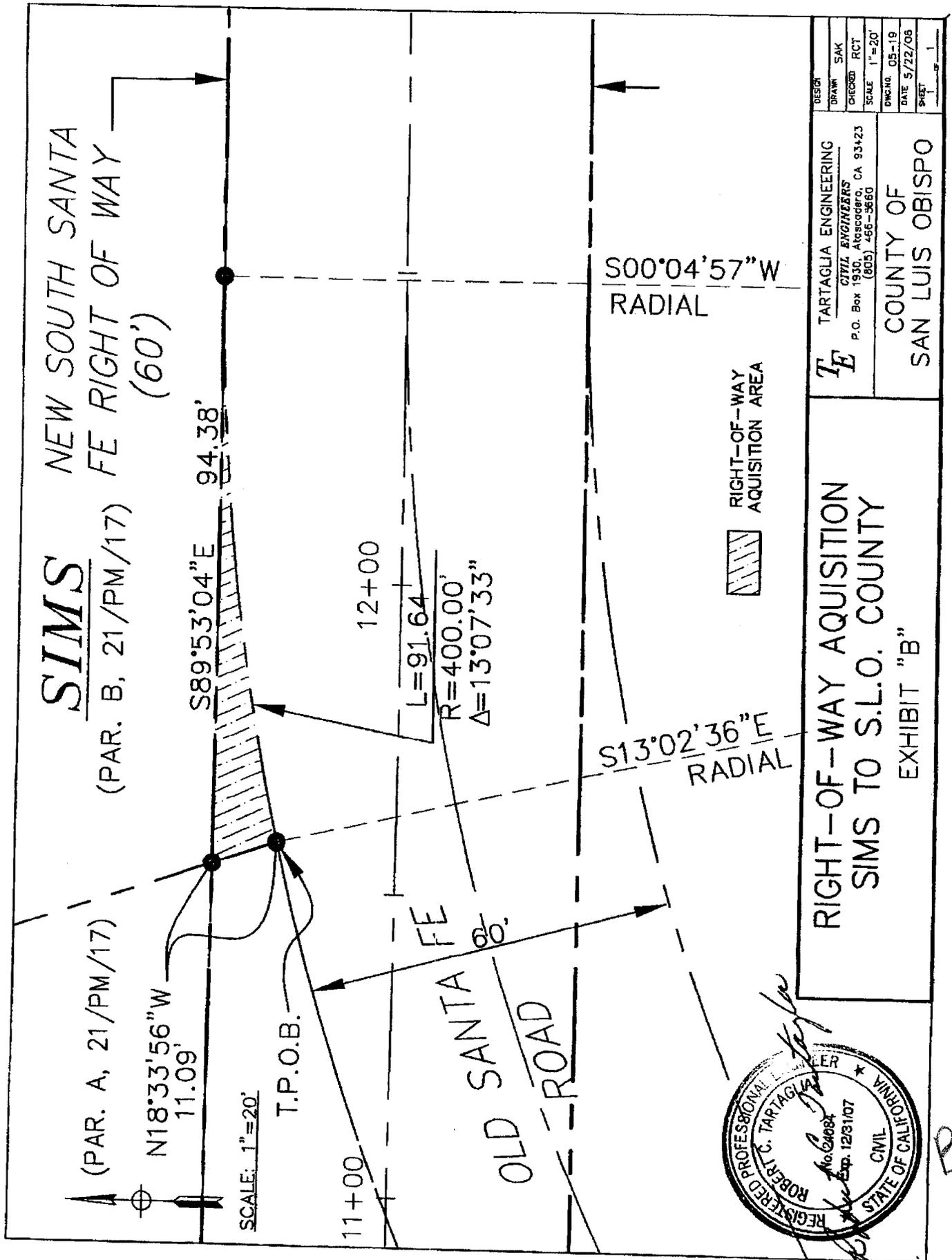
Beginning at the southwest corner of said Parcel B, said POINT OF BEGINNING being the intersection of the northwesterly existing right-of-way line of Santa Fe Road and the westerly line of Parcel B; thence along the westerly line of Parcel B, N 18° 33' 56" W, 11.09 feet; thence leaving said westerly parcel line, S 89° 53' 04" E, 94.38 feet to the beginning of a curve on the existing northerly right-of-way line of the existing Santa Fe Road, said beginning of the curve having a radial bearing of S 00° 04' 57" W; thence along said curve to the left in a westerly direction having a radius of 400.00 feet, a central angle of 13° 07' 33" and a length of 91.64 feet to the TRUE POINT OF BEGINNING.

Containing 336 square feet more or less.

J.N. 05-19

5/22/07

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DESIGN	
DRAWN	SAK
CHECKED	RC1
SCALE	1"=20'
DWG. NO.	05-19
DATE	5/22/06
SHEET	1

TARTAGLIA ENGINEERING
CIVIL ENGINEERS
P.O. Box 1930, Atascadero, CA 93423
(805) 466-9660

COUNTY OF
SAN LUIS OBISPO

**RIGHT-OF-WAY ACQUISITION
SIMS TO S.L.O. COUNTY
EXHIBIT "B"**

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EXHIBIT C

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

SIMS TO THE COUNTY OF SAN LUIS OBISPO

A Temporary Construction Easement for the purposes of reconstructing and modifying driveway access improvements and retaining wall improvements over and across that portion of real property in the State of California, County of San Luis Obispo, described as follows:

That portion of Parcel B of Parcel Map CO-75-434 as recorded in Book 21 of Parcel Maps, Page 17, San Luis Obispo County records, being more particularly described as follows:

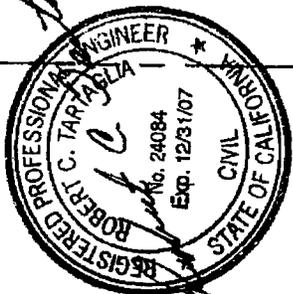
Beginning at the southwest corner of said Parcel B, said point of beginning being the intersection of the northwesterly, existing right-of-way line of Santa Fe Road and the westerly line of Parcel B; thence along the westerly line of Parcel B, N 18° 33' 56" W, 11.09 feet to the TRUE POINT OF BEGINNING; thence continuing along said westerly line N 18° 33' 56" W, 19.55 feet; thence leaving said westerly line N 80° 29' 29" E, 46.27 feet; thence S 11° 58' 20" E, 23.76 feet; thence S 89° 54' 28" E, 50.05 feet; thence S 00° 04' 57" W, 3.00 feet to a common point on the existing and future right-of-way lines of Santa Fe Road, said point also being the beginning of a curve to the left of the existing Santa Fe Road; thence along the future right-of-way line of Santa Fe Road N 89° 54' 28" W, 94.38 feet to the TRUE POINT OF BEGINNING.

Containing 1,186 square feet, more or less.

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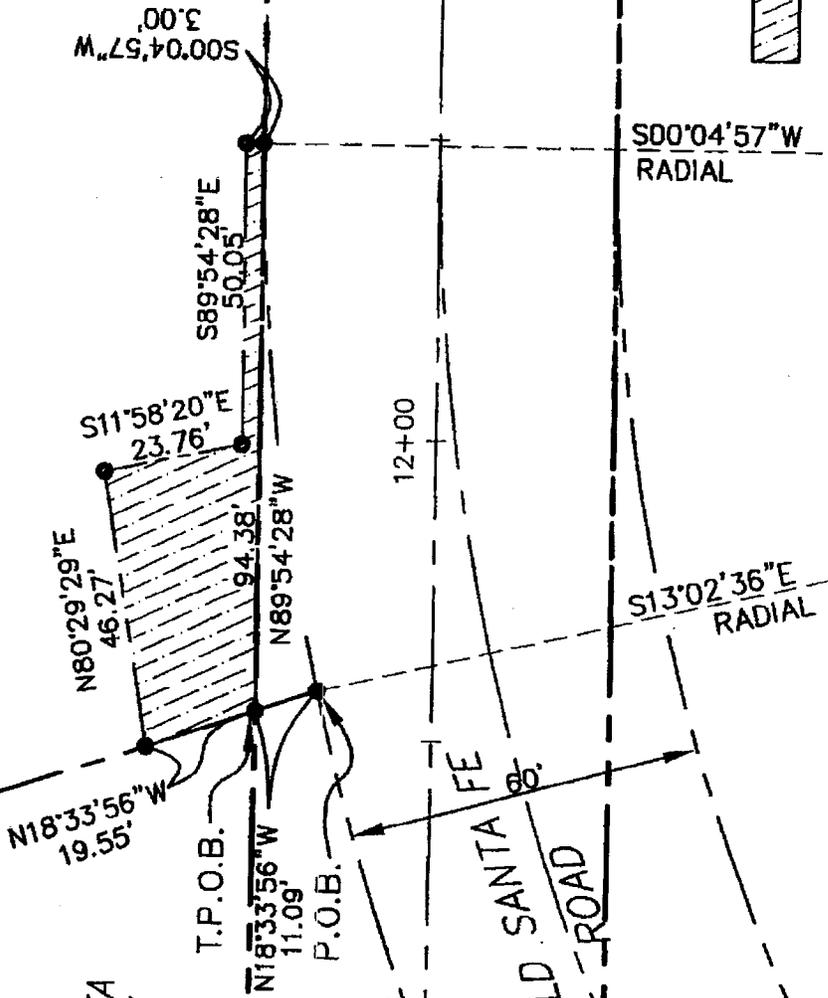
(PAR. B, 21/PM/17)
SIMS

(PAR. A, 21/PM/17)
C.B.&I

SCALE: 1"=30'



NEW SOUTH SANTA
FE RIGHT OF WAY
(60')



CONSTRUCTION
EASEMENT AREA

TEMPORARY CONSTRUCTION EASEMENT
SIMS TO S.L.O. COUNTY
EXHIBIT "D"

DESIGN	TARTAGLIA ENGINEERING
DRAWN	SAK
CHECKED	RCT
SCALE	1"=20'
DWG. NO.	03-19
DATE	5/22/06
SHEET	1

COUNTY OF
SAN LUIS OBISPO

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