

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Yugal K. Lall, City Engineer/Public Works Director 

DATE: November 6, 2008 (CC Meeting of 11/19/08)

SUBJECT: Consider the Quitclaim Deed to the City of Moorpark from ConocoPhillips for Spring Road/Princeton Avenue Widening Project (8039)

BACKGROUND

The City is in the process of completing the plans, specifications and cost estimate for the widening of Spring Road north of the railroad crossing. As part of the widening, additional right-of-way is required. The City's real property services consultant has negotiated the acquisition of the additional right-of-way. As part of the acquisition a Quitclaim Deed is required from ConocoPhillips. This Quitclaim Deed will extinguish all rights held by ConocoPhillips on the portion of the property purchased by the City.

DISCUSSION

That portion of land, along the west portion of the property, as shown on Exhibit B of the attached Quitclaim Deed, is to be purchased by the City for the purpose of widening Spring Road at and north of the railroad.

FISCAL IMPACT

All costs associated with the acquisition, design, and construction of this project are included in the Project 8039 budget. The cost for this acquisition is \$96,150.

STAFF RECOMMENDATION

Accept the Quitclaim Deed from ConocoPhillips to the City of Moorpark and authorize recordation of this document.

ATTACHMENT

Quitclaim Deed

Recording requested by:
Hamner, Jewell & Associates
Government Real Estate Services

When recorded, mail to:

City Clerk
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

No fee per Government Code 6103

QUITCLAIM DEED
(To The City of Moorpark)

No Documentary Transfer Tax per Revenue Taxation Code 11922

Ventura County APN: 512-0-160-215 (Portion of Parcel, Only)

For a valuable consideration, receipt of which is hereby acknowledged, **ConocoPhillips Company, Successor by Merger to Tosco Corporation, A Nevada Corporation ("Grantor")**, does hereby remise, release and forever quitclaim to **THE CITY OF MOORPARK**, any and all rights, title and interests it may have and hold in and to the following described land that is situated in the City of Moorpark, County of Ventura, State of California:

SEE ATTACHED EXHIBIT "A"

The intent of this Quitclaim Deed is to extinguish all rights held by Grantor in and to only that specific area described in attached Exhibit A, including but not limited to rights under that certain Access Agreement recorded February 7, 2008 as Instrument no. 20080207-00016975-0 of Official Records of Ventura County and the Memorandum of Repurchase Option and Right of First Refusal recorded February 7, 2008 as Instrument No. 20080207-00016976-0 of Official Records of Ventura County.

THIS QUITCLAIM DEED is executed on this 28th day of AUGUST, 2008.

GRANTOR:
ConocoPhillips Company,
Successor by Merger to Tosco Corporation, A Nevada Corporation

by 
Name: Phillip L. Bonina
Title: ATTORNEY - IN - FACT

by _____
Name:
Title:

Notary Acknowledgement Follows on Next Page...

State of California

County of ORANGE

On Aug 28, 2008 before me, TERRI L. JAMES, Notary Public

Notary Public, personally appeared Phillip L. BONINA

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.

TERRI L. JAMES (Seal)



County of _____

On _____ before me, _____

Notary Public, personally 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.

_____ (Seal)

CERTIFICATE OF ACCEPTANCE, GOV'T CODE SECTION 27281

This is to certify that the City of Moorpark, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the within deed and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ___ day of _____, 2008.

County of _____

On _____ before me, _____,

Notary Public, personally 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.

_____(Seal)

EXHIBIT 'A'

LEGAL DESCRIPTION

SPRING ROAD PUBLIC STREET EASEMENT

THAT PORTION OF LOT V , TRACT L, RANCHO SIMI, IN THE CITY OF MOORPARK, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGE 5 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY BEING A IRREGULAR SHAPED PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SPRING ROAD (80.00 FEET WIDE) AND THE NORTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY (100 FEET WIDE) AS SHOWN ON PARCEL MAP NO. 5426 IN THE CITY OF MOORPARK, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON A MAP RECORDED IN BOOK 62, PAGES 35 AND 36 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID INTERSECTION ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND GRANTED TO UNION OIL COMPANY OF CALIFORNIA, A CORPORATION, IN DEED RECORDED FEBRUARY 1, 1962 IN BOOK 2102, PAGE 421 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID SOUTHERN PACIFIC RAILROAD EAST 50.00 FEET TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND AS GRANTED TO THE COUNTY OF VENTURA FOR PUBLIC ROAD PURPOSES RECORDED JUNE 12, 1962 IN BOOK 2162, PAGE 48 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT ALSO BEING ON A LINE PARALLEL WITH AND DISTANT 50.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID SPRING ROAD, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE NORTHERLY ALONG SAID PARALLEL LINE AND THE EASTERLY LINE OF THE LAND DESCRIBED IN SAID BOOK 2162, PAGE 48 OF OFFICIAL RECORDS NORTH 111.59 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 78°41'00" AN ARC DISTANCE OF 34.33 FEET; THENCE TANGENT TO SAID CURVE AND ALONG THE SOUTHERLY LINE OF THE LAND DESCRIBED IN SAID BOOK 2162, PAGE 48 OF OFFICIAL RECORDS NORTH 78°41'00" EAST 36.38 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 11°19'00" EAST 4.07 FEET; THENCE SOUTH 79°28'18" WEST 9.70 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 38.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 79°41'05" AN ARC DISTANCE OF 52.85 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF

755.00 FEET, A RADIAL BEARING TO SAID BEGINNING BEARS SOUTH 89°47'13" WEST;
THENCE SOUTHERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE

OF 03°21'47" AN ARC DISTANCE OF 44.32 FEET; THENCE TANGENT TO SAID CURVE
SOUTH 03°34'34" EAST 35.50 FEET TO THE BEGINNING OF A TANGENT CURVE
CONCAVE WESTERLY AND HAVING A RADIUS OF 82.00 FEET; THENCE SOUTHERLY
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°13'09" ARC DISTANCE OF
20.35 FEET TO A POINT ON THE NORTHERLY LINE OF SAID 100 FOOT WIDE
SOUTHERN PACIFIC RAILROAD RIGHT OF WAY; THENCE NON-TANGENT TO SAID
CURVE AND ALONG SAID RIGHT OF WAY WEST 18.40 FEET TO THE **TRUE POINT OF
BEGINNING.**

CONTAINING 2590 SQUARE FEET, MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF
WAY AND EASEMENTS OF RECORD, IF ANY.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT 'B' ATTACHED HERETO AND MADE
A PART HEREOF.



JOSEPH HARTGE, R.C.E. 29242
EXPIRES: 3/31/07

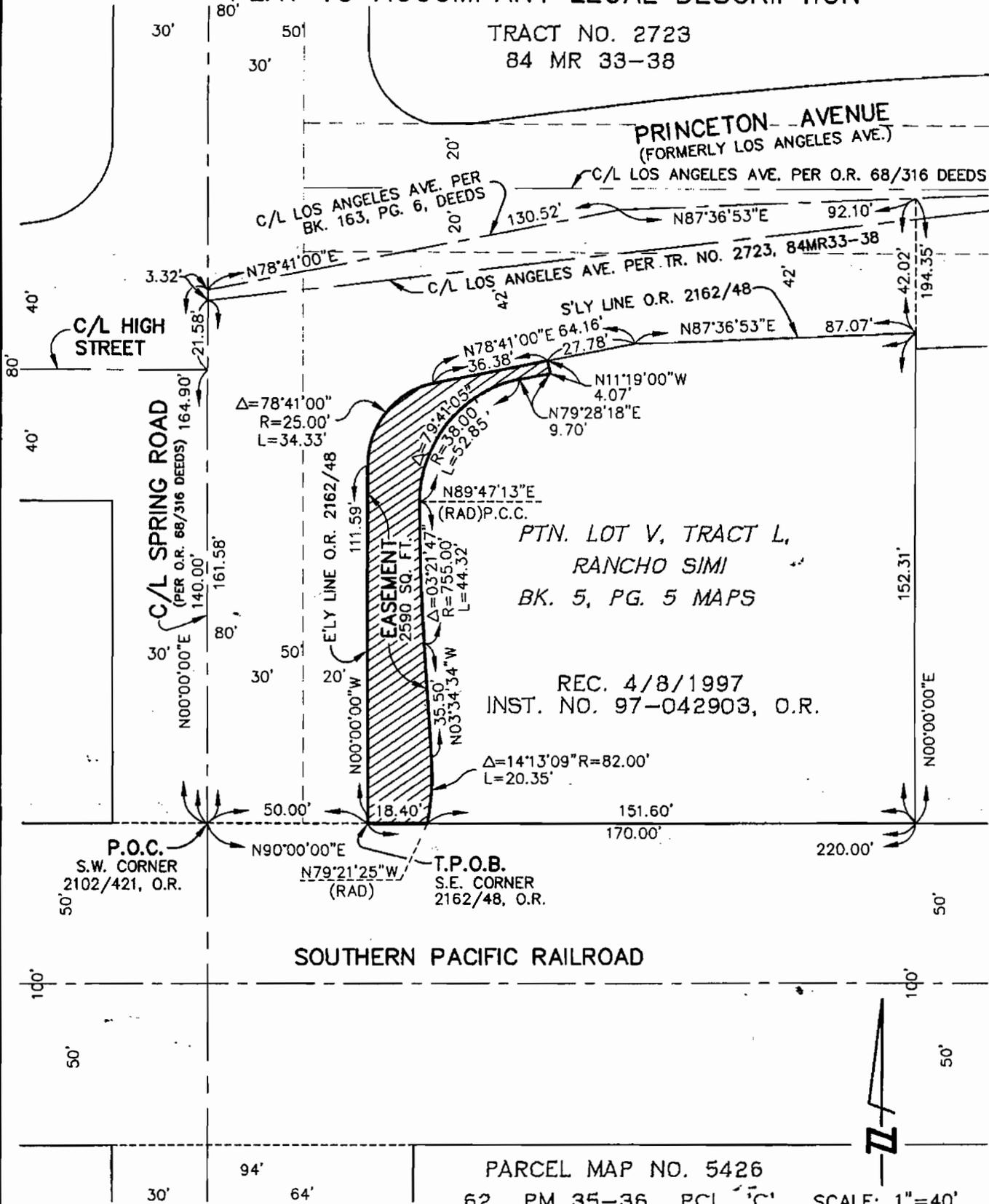


EXHIBIT 'B'

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

TRACT NO. 2723
84 MR 33-38



000120

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That, ConocoPhillips Company (formerly known as Phillips Petroleum Company and successor by merger to Tosco Corporation and to Conoco Inc.), a Delaware corporation, having an office and place of business at 600 North Dairy Ashford, Houston, Texas 77079 ("**ConocoPhillips**"), acting herein through **C. Clayton Reasor**, its Vice President, being duly authorized by resolution of its Board of Directors does hereby constitute, make and appoint **Phillip L. Bonina**, its true and lawful attorney-in-fact, to exercise the following powers for it and in its name, place and stead, from February 1, 2007 ("**Effective Date**"), until midnight January 31, 2009, unless sooner canceled or terminated:

- (1) to purchase, lease or otherwise acquire; to hold, maintain, improve, operate, or otherwise use; to sell, exchange, let, sublet, convey, surrender or otherwise dispose of or turn to accounts any and all kinds of real and personal property and any and all rights and interest therein (including, without limiting the generality of the foregoing, oil, gas and/or other mineral leases, options, permits, royalties and other mineral rights.);
- (2) to impose, establish, acquire, surrender or release servitudes or easements;
- (3) to make application for governmental franchises or permits of every kind and nature;
- (4) to enter into any instruments relating to claims for and against ConocoPhillips arising out of contract, alleged negligence or any other basis, including but not restricted to compromises, settlement agreements, releases, covenants not to sue, surety bonds, indemnity bonds and hold harmless agreements, and any and all instruments relating to applications and reports for workers' compensation, including but not limited to applications, financial statements, report of employers' qualifications, injury and accident reports; and
- (5) to enter into any and all instruments relating to ad valorem tax matters and in connection therewith to file for and accept refunds and to give notices to any agencies and bodies on behalf of ConocoPhillips;
- (6) to do such things, perform such acts and to execute, acknowledge and deliver such instruments as may be necessary or convenient in connection with any of the foregoing.

The powers herein conferred shall extend to all acts and transactions in any state of the United States or in any county or parish thereof or in the District of Columbia or within limits of the Continental Shelf appertaining to the United States of America.

ConocoPhillips hereby declares that each and every thing done, act performed and instrument executed and delivered by its said attorney-in-fact, in connection with the exercise of any or all of the powers herein above enumerated, shall be good, valid and effectual to all intents and purposes as if the same had been done, performed, executed or delivered by the said ConocoPhillips in its corporate presence as the case may be; and it hereby ratifies whatsoever said attorney-in-fact shall lawfully do by virtue hereof.

IN WITNESS WHEREOF, CONOCOPHILLIPS has caused these presents to be executed by its Vice President and attested by its Assistant Secretary on this 12TH day of April 2007.



[Signature]
Assistant Secretary

ConocoPhillips Company

By: [Signature]
Vice President

mcd

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, the undersigned Notary Public, authorized to take acknowledgments in said county and state, personally appeared C. Clayton Reasor, personally known to me and who, being by me duly sworn, did depose and say that his address is 600 North Dairy Ashford Road, Houston, Texas 77079, that he is the Vice President of ConocoPhillips Company, a Delaware corporation, and that the seal affixed to the within and foregoing instrument is the seal of said corporation, that he is informed of the contents of the instrument, and that said instrument was signed by him and sealed on behalf of said corporation by authority of a resolution of its Board of Directors, and he acknowledged to me that said corporation executed said instrument as its own free and voluntary act and deed for the consideration, uses and purposes therein set forth.

Witness my hand and official seal on April 12TH, 2007.



[Signature]
Notary Public, State of Texas