

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** The Honorable City Council

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

**PREPARED BY:** Ken Gilbert, Public Works Consultant *KG*

**DATE:** June 30, 2006 (Council Meeting 07-19-06)

**SUBJECT:** Approve Grant of Easement to the Southern California Edison Company (SCE) Required for the Construction of Improvements to Power Utility Lines and Poles Along Princeton Avenue West of Condor Drive

**BACKGROUND**

For some time now SCE has been working on the design for a project to replace and upgrade the overhead power utilities along Princeton Avenue west of Condor Drive, including the poles on Nogales Avenue, Avenida Colonia and Virginia Colony Place.

**DISCUSSION**

A. City Street Widening Project

The City is planning to widen and realign Princeton Avenue between Condor Drive and a point east of Spring Road. Staff is currently in the process of acquiring rights-of-way from all affected properties.

B. Future Street Right-of-Way from City Owned Property – Lot 52

As depicted on Exhibit 1, additional street right-of-way is required from a City-owned lot (Lot 52) located on the south side of the street just west of the freeway bridges. That street right-of-way has yet to be dedicated by the City.

C. Subject Easement

All or a most of the subject SCE easement is situated within the above mentioned street right-of-way to be dedicated by the City. However, in order to expedite the SCE utility line relocation and improvement project, SCE proposes to acquire the generally described right-of-way in the sketch attached as Exhibit 2.

D. Compensation

SCE has offered \$710 (\$2.50/sf x 284 sf) for the subject aerial easement. This value was derived from the appraisal prepared by SCE. Staff is currently evaluating this offer relative to similar transactions. In addition to the value of the easement, the City should be reimbursed for staff and City Attorney costs for preparation and review of the easement and related processing. It is recommended that the City Manager be authorized to make the determination on the amount of compensation including cost reimbursement.

E. Deed and Related Documents

Attached as Exhibit 3 is the subject deed and related correspondence from SCE.

F. City's Prior Rights

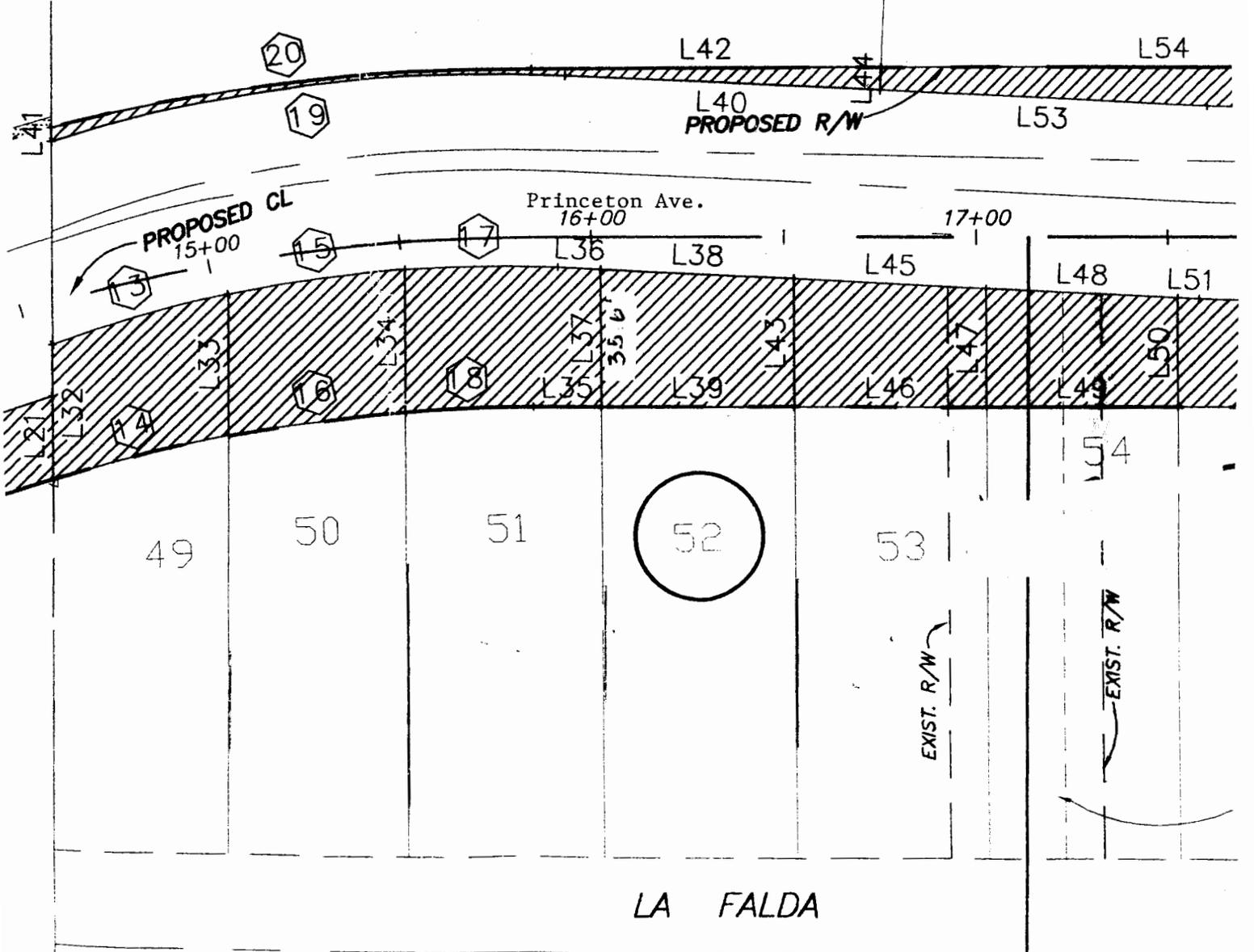
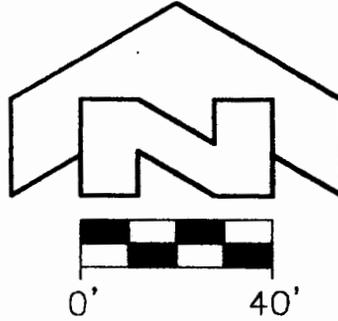
The subject deed includes language reserving the City's prior rights. Accordingly, should the SCE improvements and/or facilities ever be in conflict with a future City street improvements project, SCE would have to relocate their facilities at their sole cost.

**STAFF RECOMMENDATION**

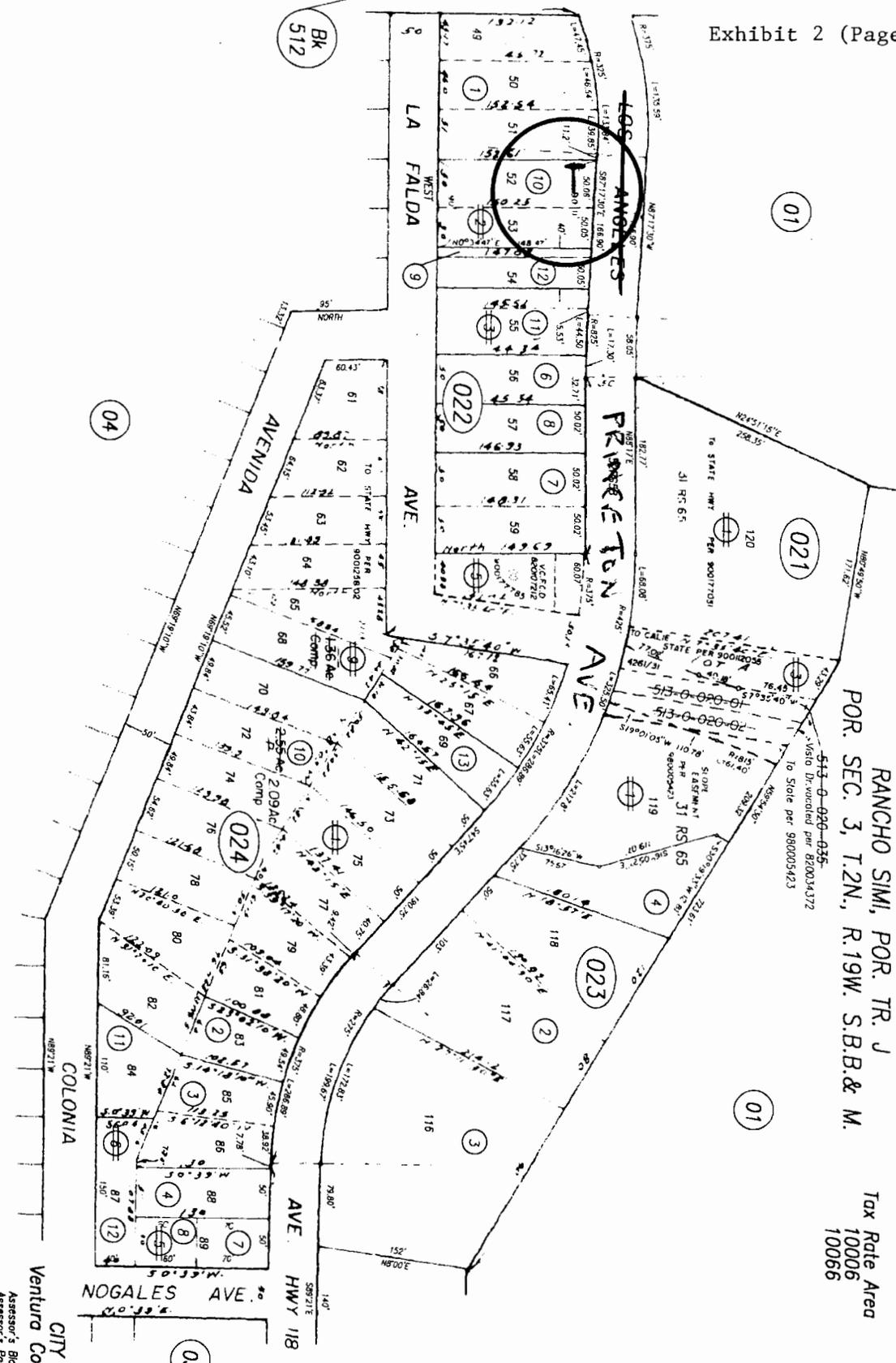
Authorize the City Manager to negotiate the amount of compensation to be received for the subject easement and to execute all documents related to the granting of the subject utility easement to the Southern California Edison Company.

Attachments:

- Exhibit 1: Lot 52 Right-of-Way
- Exhibit 2: Location of Subject Easement
- Exhibit 3: Easement and Related Documents



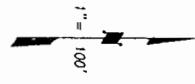
Colonia Virginia Tr., Re-Sub., M.R. Bk.20, Pg.33  
Rancho Simi, M.R. Bk.3, Pg.7



RANCHO SIMI, POR. TR. J  
POR. SEC. 3, T.2N., R.19W. S.B.B. & M.

Tax Rate Area  
10006  
10066

513-02



NOTE: ASSESSOR PARCELS SHOWN ON THIS PAGE  
DO NOT NECESSARILY CONSTITUTE LEGAL LOTS.  
CHECK WITH COUNTY SURVEYOR'S OFFICE OR  
PLANNING DIVISION TO VERIFY.

DATE	REVISED	4-22-2003
BY	CREATED	
REDAWN		
INDEXED	PLOTTED	ETCHED
		ROLL
Compiled By Ventura County Assessor's Office		

CITY OF MOORPARK  
Ventura County Assessor's Map.  
Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.  
Assessor's Mineral Numbers Shown in Squares.



RECORDING REQUESTED BY



SOUTHERN CALIFORNIA  
**EDISON**

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

**SOUTHERN CALIFORNIA EDISON COMPANY**

Corporate Real Estate  
14799 Chestnut  
Westminster, CA 92683-5240

Attn: Distribution/TRES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF  
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT	WORK ORDER	IDENTITY	MAP SIZE
	Thousand Oaks	6435-5320	5-5300	
SCE Company	FTM	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	APN 513-0-022-105	CORPORATE REAL ESTATE	SLS/RM	06/16/06

CITY OF MOORPARK, a municipal corporation (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead and underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of poles, guys and anchors, crossarms, wires, underground conduits, cables, vaults, manholes, handholes, and including aboveground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Ventura, State of California, described as follows:

VARIOUS STRIPS OF LAND LYING WITHIN LOT 52, RESUBDIVISION OF COLONIA VIRIGINA TRACT, AS PER MAP RECORDED IN BOOK 20, PAGES 33 AND 34 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINES OF SAID STRIPS ARE DESCRIBED AS FOLLOWS:

FOR OVERHEAD SYSTEMS

STRIP # 1 (10.00 FEET WIDE)

**COMMENCING** AT THE NORTHWESTERLY CORNER OF SAID LOT; THENCE ALONG THE WESTERLY LINE OF SAID LOT, SOUTH 35.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE N83°00'00"E 5.00 FEET TO A POINT TO BE HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING N83°00'00"E 3.00 FEET TO A POINT TO BE HEREINAFTER REFERRED TO AS POINT "B".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE WESTERLY IN SAID WESTERLY LINE.

STRIP # 2 (4.00 FEET WIDE)

BEGINNING AT SAID POINT "B"; THENCE N83°00'00"E 37.00 FEET.

FOR UNDERGROUND SYSTEMS

STRIP # 3 (6.00 FEET WIDE)

BEGINNING AT SAID POINT "A"; THENCE NORTH 16.00 FEET.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

PROVIDED, however, that this conveyance is made under and subject to the following conditions, which the Grantee, by acceptance of said right of way, agrees to keep and perform, viz:

The Grantee agrees, by the acceptance of this instrument, that in the event the said systems shall interfere with the development of the above-described property of the Grantor(s), then the Grantee will, at its own expense, within 120 days after the receipt from said Grantor(s) of a written notice so to do, relocate said systems or portion(s) thereof to a feasible location on the property of the Grantor(s), so as to conform to the proposed development of said property, in a manner consistent with the location of said systems on the adjoining lands, provided said Grantor(s) shall first furnish the Grantee with a good and sufficient permanent Grant of Easement in form satisfactory to the Grantee, for said systems in such new location, it being understood and agreed that the Grantee will, at its election, remove and/or abandon in place, in whole or in part, the systems or portion(s) thereof creating the interference and that the new systems shall not be subject to relocation at Grantee's expense.

Grantee, by the acceptance of this instrument, agrees to hold the Grantor(s) harmless from and against any and all loss, damage and/or liability resulting from the sole negligence of the Grantee in the construction, operation and/or maintenance of said systems.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the hereinbefore described easement area. The Grantee, and its contractors, agents and employees, shall have the right to trim or top such trees and to cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a 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 to as near the same condition as it was prior to such excavation as is practicable.

**000183**

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR**

CITY OF MOORPARK, a municipal corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)  
personally appeared \_\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_

(Seal)

**000184**