

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** Honorable City Council

**FROM:** Dave Klotzle, City Engineer/Public Works Director 

**DATE:** March 9, 2015 (CC Meeting of 03/18/15)

**SUBJECT:** Consider Grant of Easements to Calleguas Municipal Water District for Groundwater Monitoring Wells on Moorpark Avenue and Daisy Court

**DISCUSSION**

In September 2014, the City issued an encroachment permit to Calleguas Municipal Water District (Calleguas) for the District's installation of two groundwater monitoring wells, one at the south end of Moorpark Avenue and the other at the south end of Daisy Court. The approximately two hundred foot deep wells have been installed, and are used by Calleguas to monitor the level of water in the aquifer that Calleguas pumps water into and out of as part of their routine management of groundwater supplies. No water is extracted or injected into these wells; they are for monitoring purposes only. A condition of the encroachment permit requires Calleguas to obtain operation and maintenance easements over both groundwater monitoring wells from the City.

The easements must be granted to Calleguas by the City, and accepted by Calleguas. The attached easement documentation has been prepared by Calleguas and is of a form approved by the City Attorney. Staff is requesting that City Council approve the grant of easements to Calleguas and authorize the Mayor to sign the easement grant deeds.

**FISCAL IMPACT**

There is no fiscal impact related to the grant of easements to Calleguas.

**STAFF RECOMMENDATION**

Approve the grant of easements to Calleguas Municipal Water District for groundwater monitoring wells on Moorpark Avenue and Daisy Court and authorize the Mayor to sign the easement grant deeds subject to final language approval by the City Manager and City Attorney.

Attachment:

Easement Grant Deeds

Recorded at request of and  
When recorded return to:

Calleguas Municipal Water District  
c/o Hamner, Jewell & Associates  
Government Real Estate Services  
4476 Market Street, Suite 601  
Ventura, California 93003

with a copy to:

City of Moorpark  
799 Moorpark Avenue  
Moorpark, CA 93021

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SPACE ABOVE THIS LINE FOR RECORDER'S  
USE No fee pursuant to Government Code § 6103 No  
Documentary Transfer Tax per R&T Code § 11922 No  
Recording Fee per Government Code § 27383

NO TAX DUE

Calleguas Municipal Water District

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The CITY OF MOORPARK ("GRANTOR")

does hereby GRANT to the

CALLEGUAS MUNICIPAL WATER DISTRICT ("DISTRICT")

its successors and assigns forever:

A permanent non-exclusive easement and right of way at any time and from time to time, for construction, maintenance, and/or removal of a ground water monitoring well and related appurtenances such as markers, manholes, monitoring devices, data logging devices, and all related incidents, and fixtures necessary for the use of the groundwater monitoring well, under all those certain lands situated and lying in the City of Moorpark, County of Ventura, State of California, as described on Exhibit "A" and depicted on Exhibit "B", both of which are attached hereto and incorporated by reference herein (the "Easement Area"), without representation or warranty, express or implied, and subject to the following terms and conditions.

District acknowledges that the Easement Area is within public streets, and the foregoing grant is subject and subordinate to the rights of the City and the public to use such public streets, the rights of the City to maintain such public streets, and all matters of record.

Without the consent in writing of Grantee, or its successors or assigns, first given to Grantor, or its successors or assigns, no building or other structure of any kind shall be erected, placed or maintained by Grantor, or its successors or assigns, upon any of the Easement Area.

District shall defend, indemnify and hold Grantor harmless from and against any and all claims, liabilities, losses, damages, costs and expenses as a result of (i) damages to personal or real property, and/or for injuries to persons, caused by District's exercise of its rights hereunder, except to the extent caused by the negligence of Grantor; or (ii) Grantor's approving and entering into this Easement Deed.

The District facilities and improvements installed in the Easement Area collectively are referred to herein as "District Facilities." Plans for District Facilities as they exist from time to time shall be maintained at the District's principal offices. The District Facilities in the street area shall be underground (except that well covers may be flush with the street) and the District Facilities may not obstruct use of street and sidewalk areas by vehicles and pedestrians. Well covers must be flush with the street, and within thirty (30) days of written notice from Grantor, District, at its sole cost, shall make adjustments thereto in the event of street resurfacing so that well covers remain flush with the street. Plans for District Facilities shall be subject to approval by Grantor in its governmental capacity, and District will need to obtain any encroachment agreements, permits and approvals required by the City in its governmental capacity for the District Facilities or any work in, under or on the Easement Area. District shall give at least ten (10) business days written notice to Grantor of any work to be done by or on behalf of District in the Easement Area pursuant to this paragraph.

District shall provide 24 hours notice to Grantor prior to any routine data collection from District Facilities in the Easement Area. Advance notice will not be required by District to Grantor to address an emergency situation concerning District Facilities in the Easement Area, but notice will be provided to Grantor within 24 hours of any emergency work that an emergency situation was addressed. District shall have the right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein set forth; provided, however, that nothing herein shall prevent or limit Grantor's rights to close such roadways, lanes, or rights-of-way, and to provide District with comparable alternative access to the Easement Area.

District may not assign this agreement or any rights or obligations of District herein to any person or entity other than a successor to District without the prior written consent of Grantor.

**GRANTOR:**

City of Moorpark

Date: \_\_\_\_\_, 2015

By: \_\_\_\_\_  
Janice S. Parvin, Mayor

Date: \_\_\_\_\_, 2015

Attest: \_\_\_\_\_  
Maureen Benson, City Clerk

CERTIFICATE OF ACCEPTANCE  
(Government Code §27281)

This is to certify that the interest in real property conveyed by the deed or grant dated \_\_\_\_\_ from the City of Moorpark, to Calleguas Municipal Water District, a California Municipal Water District, is hereby accepted by order of the Board of Directors of Calleguas Municipal Water District on \_\_\_\_\_ pursuant to authority conferred by Ordinance No. 18, which the Calleguas Municipal Water District Board of Directors adopted on November 5, 2015, and the grantee consents to the recordation thereof by its duly authorized officers.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Scott H. Quady, President, Board of Directors

By: \_\_\_\_\_  
Susan B. Mulligan, General Manager

STATE OF CALIFORNIA)

SS

COUNTY OF VENTURA)

I, Kara Wade, Clerk of the Board of Directors of Calleguas Municipal Water District, DO HEREBY CERTIFY that the attached and foregoing is a full, true and correct copy of Ordinance No. 18 of said Board, and the same has not been amended or repealed.

By: \_\_\_\_\_  
Kara Wade, Clerk of the Board

Dated: \_\_\_\_\_

EXHIBIT "A"

LEGAL DESCRIPTION  
OF EASEMENT AREA

That portion of Parcel B of Parcel Map No. 3118, in the City of Moorpark, County of Ventura, State of California, as per the map filed in Book 28, Pages 59 and 60 of Parcel Maps in the office of the County Recorder of Ventura County, described as follows:

Beginning at the westerly terminus of the centerline of Moorpark Avenue, shown on the Record of Survey filed in Book 56, Page 3 of Records of Survey in the office of said County Recorder as having a bearing and distance of West 10.00 feet; thence South 75°58'16" West 28.33 feet to the True Point of Beginning of this description; thence,

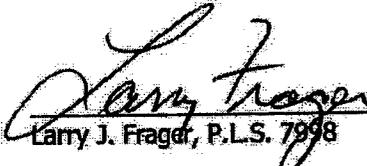
1st: North 14°01'44" West 1.80 feet; thence,

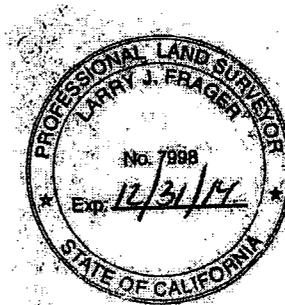
2nd: South 75°58'16" West 6.00 feet; thence,

3rd: South 14°01'44" East 6.00 feet; thence,

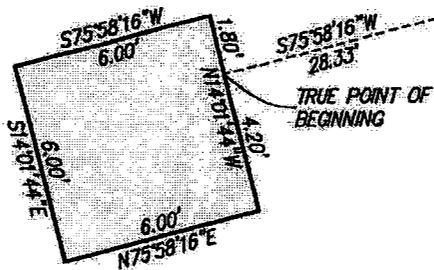
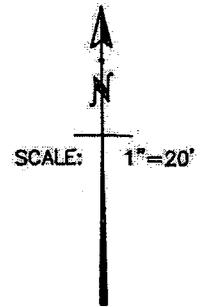
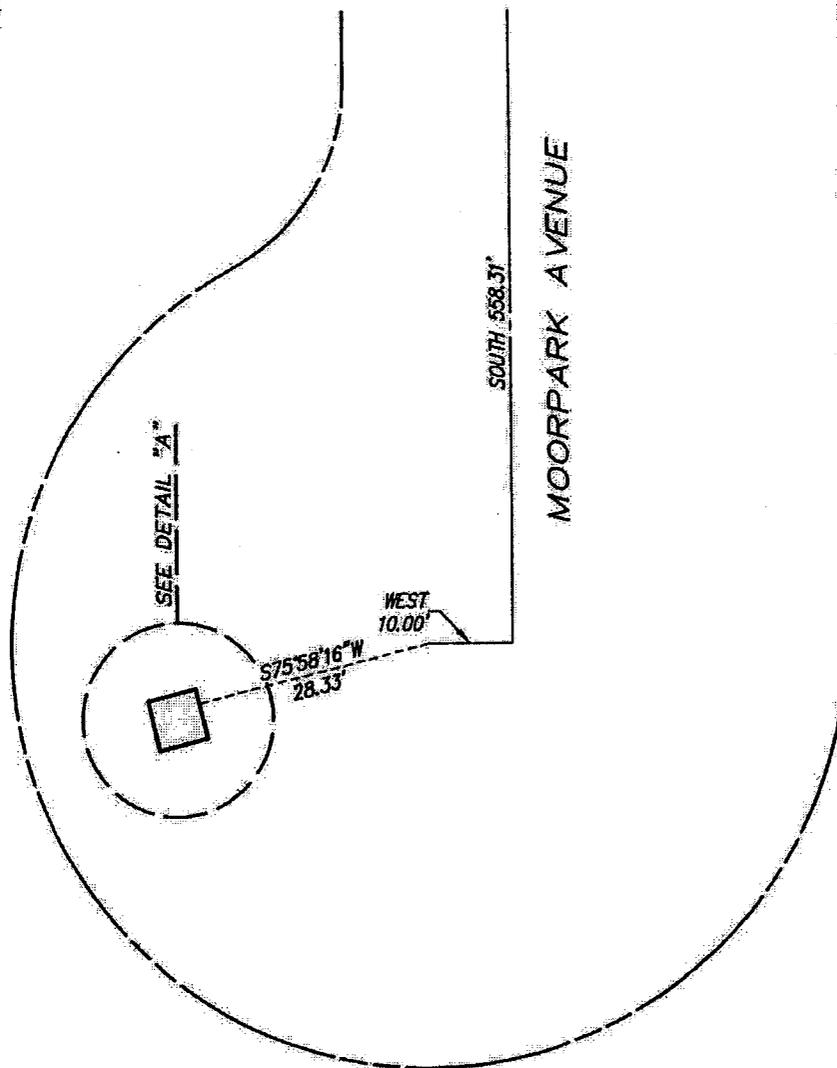
4th: North 75°58'16" East 6.00 feet; thence,

5th: North 14°01'44" West 4.20 feet to the True Point of Beginning of this description.

  
Larry J. Frager, P.L.S. 7998  
10/12/14  
Date



REF: 14144LD2.DWG  
DATE: 10/03/2014



**DETAIL "A"**

1"=5'

PREPARED BY:  
BENNER AND CARPENTER, INC.  
506 EAST MAIN STREET  
SANTA PAULA, CA 93060  
(805) 525-3396

**EXHIBIT 'B'**  
**SKETCH TO ACCOMPANY**  
**LEGAL DESCRIPTION**

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When recorded return to:

Calleguas Municipal Water District  
c/o Hamner, Jewell & Associates  
Government Real Estate Services  
4476 Market Street, Suite 601  
Ventura, California 93003

with a copy to:

City of Moorpark  
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City of Moorpark

Date: \_\_\_\_\_, 2015

By: \_\_\_\_\_  
Janice S. Parvin, Mayor

Date: \_\_\_\_\_, 2015

Attest: \_\_\_\_\_  
Maureen Benson, City Clerk

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Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Scott H. Quady, President, Board of Directors

By: \_\_\_\_\_  
Susan B. Mulligan, General Manager

STATE OF CALIFORNIA)

SS

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By: \_\_\_\_\_  
Kara Wade, Clerk of the Board

Dated: \_\_\_\_\_

EXHIBIT "A"

LEGAL DESCRIPTION  
OF EASEMENT AREA

That portion of Tract "L" of the Rancho Simi, in the City of Moorpark, County of Ventura, State of California, as per the map recorded in Book 3, Page 7 of Miscellaneous Records (Maps) in the office of the County Recorder of Ventura County, described as follows:

Beginning at the easterly terminus of the centerline of Daisy Court, shown on the map of Tract No. 3032-1, recorded in Book 85, Pages 32 through 37, Inclusive of Miscellaneous Records (Maps) in the office of said County Recorder, as having a bearing and distance of North 89°59'27" East 10.00 feet; thence South 54°46'53" East 27.52 feet to the True Point of Beginning of this description; thence,

1st: South 35°13'07" West 2.75 feet; thence,

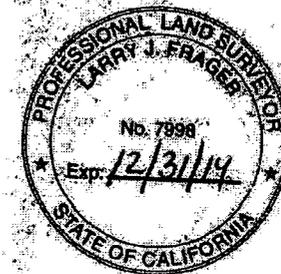
2nd: South 54°46'53" East 6.00 feet; thence,

3rd: North 35°13'07" East 6.00 feet; thence,

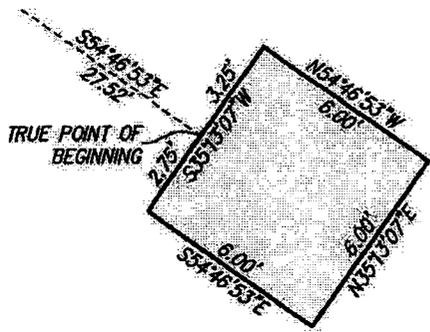
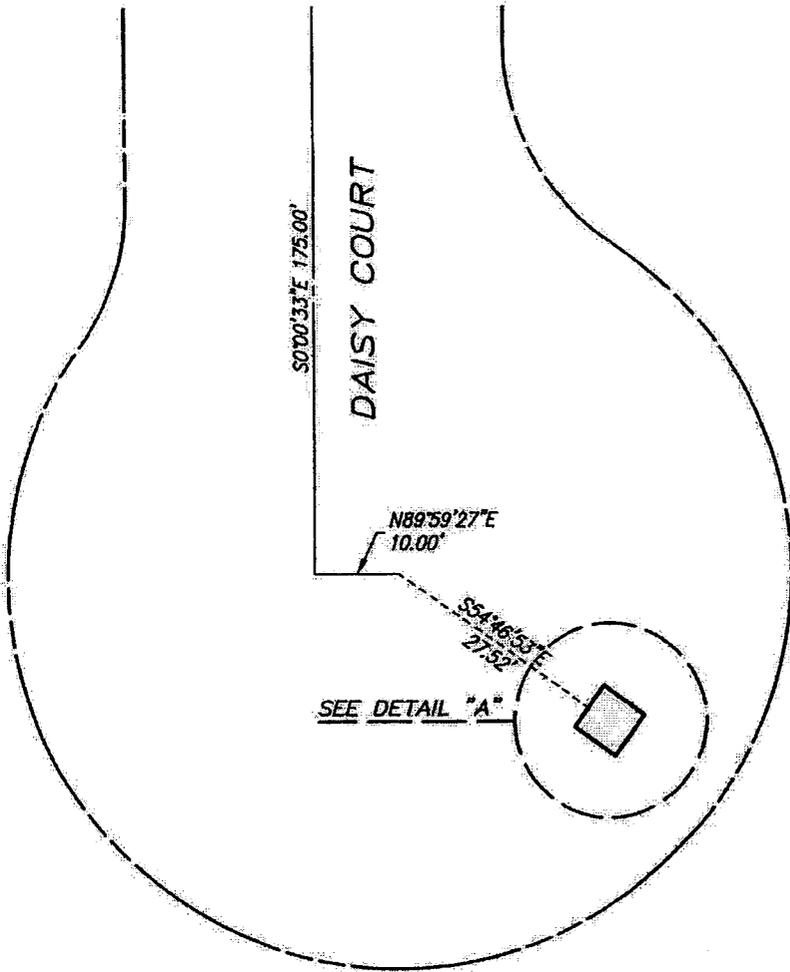
4th: North 54°46'53" West 6.00 feet; thence,

5th: South 35°13'07" West 3.25 feet to the True Point of Beginning of this description.

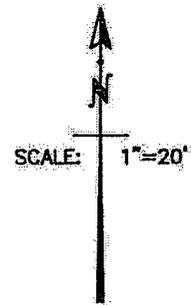
  
Larry J. Frager, P.L.S. 7998  
10/17/14  
Date



REF: 14144LD1.DWG  
DATE: 10/02/2014



**DETAIL "A"**  
1"=5'



PREPARED BY:  
BENNER AND CARPENTER, INC.  
506 EAST MAIN STREET  
SANTA PAULA, CA 93060  
(805) 525-3396

**EXHIBIT "B"**  
**SKETCH TO ACCOMPANY**  
**LEGAL DESCRIPTION**