



February 22, 2017

TO: LOCSD Board of Directors

FROM: Roy A. Hanley, General Counsel

SUBJECT: Agenda Item 11H – 3/2/2017 Board Meeting
Granting of Fee Title to Real Property Owned by the District in Bayridge Estates and Granting an Easement Over and in Real Property Owned by the District in Vista de Oro

President
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District Accountant
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Unit Chief
Scott M. Jalbert

Battalion Chief
Josh Taylor

DESCRIPTION

The legislation approving the wastewater treatment plant, and collection system, by the County of San Luis Obispo requires the District to transfer the collection system to the County. This item seeks Board of Director approval of the draft document completing the required transfer.

STAFF RECOMMENDATION

This item will be approved along with the Consent Calendar unless it is pulled by a Director for separate consideration. If so, Staff recommends that the Board adopt the following motion:

Motion: I move that the Board approve the form of the attached transfer document and direct the General Manager and the District Engineer to execute same, in substantially the same form as approved, and take any necessary steps to complete the transfer.

DISCUSSION

Assembly Bill 2701 governs the transfer of interests in real property from the Los Osos Community Services District to the County of San Luis Obispo in order to complete title in the County of San Luis Obispo to all real and personal property necessary for the wastewater treatment plant and the collection system attendant thereto. The last two properties that need to be addressed to complete compliance with AB 2701 are located in Vista de Oro and Bayridge Estates.

The attached Quitclaim Deed and Grant of Easement accomplishes this task in one document. In the draft transfer document the Los Osos Community Services District transfers title in fee to the property in Bayridge Estates and grants an easement over and in the property in Vista de Oro, together with title to the personal property and facilities located on the described parcels.

Staff recommends granting title in Fee to the Bayridge Estates property since there is no beneficial use for the real property other than as part of the collection System. Staff recommends retaining title to the Vista de Oro property since there are potential beneficial uses of the property and the granting of an easement is proper compliance with AB 2701.

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FINANCIAL IMPACT

There is no direct financial impact from this action. The District does not have to pay the County of San Luis Obispo to complete the transfer. The District pays no recording fees and no documentary transfer pursuant to State Law. There is an indirect financial impact in that in granting an easement over and in the Vista de Oro property as opposed to fee title, the District will retain liability for future maintenance costs not associated with the collection system and will retain normal potential liability as a property owner. Staff recommends the use of an easement in this case because it is felt that the benefits of retaining the potential beneficial uses of the property outweigh the potential liabilities.

Attachment

Recording Requested by, and when recorded,
please return this Quitclaim Deed and Grant of
Easement to:

County of San Luis Obispo
Attn: Public Works Director
976 Osos Street, Room 206
San Luis Obispo, CA 93408

For Recorder's use only

No recording fee per Government Code §6103
No Documentary Transfer Tax per Revenue and
Taxation Code §11922

**QUITCLAIM DEED AND
GRANT OF EASEMENT FOR WASTEWATER TRANSMISSION FACILITIES**

For A Valuable Consideration, receipt of which is hereby acknowledged, and pursuant to Government Code Section 61105 and AB2710:

The Los Osos community Services District, a Community Services District of the State of California (Grantor), for the purposes identified in Government Code Sections 25825.5 (h) and (I), which purposes are considered to be both covenants and conditions of these transfers of interest, does hereby remise, release and quitclaim to the County of San Luis Obispo (Grantee), a political subdivision of the State of California, its successors or assigns the following described real property and following described easement for wastewater transmission facilities, all located in the County of San Luis Obispo, State of California as described later herein.

This Quitclaim Deed and Grant of Easement For Wastewater Transmission Facilities agreement ("Agreement") is executed by the Los Osos Community Services District, a public entity ("Grantor") and the County of San Luis Obispo, a public entity ("Grantee") with reference to the following facts:

A. Grantor is the owner in fee simple of those certain parcels of real property (together, the "Property") located in the Los Osos Community Services District, County of San Luis Obispo, State of California, legally described in Exhibit "A" attached hereto and incorporated herein by reference.

B. Pursuant to State law Grantee has constructed a wastewater treatment facility, certain facilities for the transmission of wastewater from structures within the boundaries of the Los Osos Community Services District and has included existing transmission facilities located on the properties within the transmission system for wastewater.

C. Grantor has agreed to quitclaim certain described real property and to grant exclusive easements in and through other described properties to fulfill its obligations pursuant to State law for the County to have the necessary ownerships and entitlements to operate and maintain the wastewater treatment plant and related wastewater transmission facilities.

1. QUITCLAIM OF REAL PROPERTY

Grantor hereby quitclaims to Grantee all that real property described as Parcel C in Exhibit A attached hereto.

2. GRANT OF WASTEWATER TRANSMISSION FACILITIES EASEMENT

The undersigned, General Manager of the Los Osos Community Services District, hereinafter designated GRANTOR, for a valuable consideration, receipt whereof is hereby acknowledged, hereby grants to the COUNTY OF SAN LUIS OBISPO, a public agency organized and existing under and by virtue of the laws of the State of California as a County, its successors and assigns, an exclusive and permanent easement of right-of-way in, upon, over and across the lands hereinafter described, for the purpose of maintaining, operating, inspecting and repairing a pipe line or pipes lines, and all fixtures and appurtenances incidental thereto for use in connection therewith, for the transmission and distribution of wastewater and all uses and purposes incidental thereto, together with the right of ingress thereto and egress therefrom, to and along said right-of-way, together with the right to clear and keep clear said right-of-way from buildings, structures, trees, and other material or growths detrimental to the uses herein granted. The lands in which such easement is hereby granted are situated in the County of San Luis Obispo, State of California, and particularly described as follows, to wit:

Parcels A and B as described in Exhibit A attached hereto.

2. MUTUAL INDEMNIFICATION

2.1 **Recognition of Joint Use of Servient Tenement.** The parties recognize that Grantor retains the rights to make any legal use of the properties that does not interfere with the rights of Grantee.

2.2 **Grantor's Responsibility To Indemnify Grantee.** Grantor shall indemnify, defend and hold County, its agents, elected officials, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arises out of, relates to, or results from the activities or omissions, negligent or otherwise, by Grantor, its officers, agents and employees.

2.3 **Grantee's Responsibility To Indemnify Grantor.** Grantee shall indemnify, defend and hold the Los Osos Community Services District, its agents, elected officials, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arises out of, relates to, or results from the activities or omissions, negligent or otherwise, by Grantee, its officers, agents and employees.

2.4 **Claims Arising From Joint Acts or Omissions.** Each party shall provide its own defense with respect to any claims, action or proceeding arising out of the joint acts or omissions of the parties. In such cases, except as provided in 2.5, each party shall retain its own legal counsel and bear its own defense costs, and each party shall waive any right to reimbursement of such defense costs from the other party.

2.5 **Joint Defense.** Notwithstanding the provisions of Section 2.4, the parties may agree in writing to a joint defense of any claim, action or proceeding. Any such agreement may provide that the parties shall appoint mutually agreeable legal counsel to defend such claim, action or proceeding. Except as provided in Section 2.6, the parties shall equally bear the cost of any such joint defense and any amount paid by the parties in settlement of, or as a result of, a court judgment, arbitration or mediation of, the claim, action or proceeding. Except as provided in Section 2.6, the parties shall equally share in any amount awarded to or received by the parties in settlement of, or as a result of, a court judgment, arbitration or mediation of, the claim, action or proceeding. Neither party may bind the other party to any settlement of a claim, action or proceeding without the express written consent of the other party.

2.6 **Comparative Fault.** Notwithstanding anything in this section to the contrary, in the event any settlement, court judgment, arbitration or mediation award allocates or determines the comparative fault of the parties, either party may seek reimbursement from the other party with respect to defense costs, settlement payments, judgments and awards, consistent with such comparative fault; but only to the extent such settlement, judgment, award, payment or costs are not covered by insurance maintained by the parties.

3. **GENERAL PROVISIONS**

3.1. **Interpretation.** No provision of this Easement Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted such provision.

3.2. **Severability.** In the event that any one or more covenant, condition, right, or other provision contained in the Easement Agreement is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Easement Agreement shall in no way affect, impair, or invalidate any other covenant, condition, right, or other provision contained in the Easement Agreement.

3.3. **Additional Documents.** In addition to the documents and instruments to be delivered as provided in the Easement Agreement, Grantor or its successors and assigns, as the case may

by, shall, from time to time at the request of the Grantee, execute and deliver to Grantee such other documents and shall take such other action as may be reasonably required to carry out more effectively the terms of this Easement Agreement.

3.4. **Governing Law.** The Easement Agreement has been negotiated and entered into in the State of California, and shall be governed by, construed and enforced in accordance with the statutory, administrative and judicial laws of the State of California.

3.5. **Integration.** This Easement Agreement, including the exhibits, constitutes the final, complete and exclusive statement of the parties relative to the subject matter hereof and there are no oral or parol agreement existing between Grantor and Grantee relative to the subject matter hereof, which are not expressly set forth herein and covered hereby. This is an integrated agreement.

IN WITNESS WHEREFO, the parties hereto have executed this instrument the date and year next to their respective signatures.

GRANTOR

Los Osos Community Services District

Dated: _____

By: General Manager

GRANTEE

County of San Luis Obispo

Dated: _____

By:

ACKNOWLEDGMENT

State of California
County of San Luis Obispo

On _____ before me, _____
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 Grantor(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.

Signature _____

CERTIFICATE OF ACCEPTANCE (GOV. CODE SECTION 27281)

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from the Los Osos Community Services District to the County of San Luis Obispo, a political corporation and/or governmental agency, is hereby accepted by order of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on _____ 2017, and the _____ consents to recordation thereof.

Dated _____

By _____
County of San Luis Obispo

Exhibit “_____”
LEGAL DESCRIPTION

File no: 0384-0011

February 07, 2017

Parcel A

A portion of Lot 1 of Vista De Oro Tract No. 417 in the County of San Luis Obispo, State of California according to the map filed in Book 8 of Maps at page 3 in the Office of the County Recorder of said County, said portion being more particularly described as follows:

Beginning at the northwest corner of said Lot 1 being a point in the southeasterly right of way line of Pecho Road as shown on said map, thence along the northwesterly line of said Lot 1 South 41° 02' 15" West, 56.28 feet;

Thence leaving said northwesterly line South 47° 58' 56" East, 34.17 feet;

Thence South 71° 02' 39" East, 67.09 feet to the west line of Lot 9 of said Tract;

Thence along said west line and the west line of Lot 10 of said Tract North 01° 49' 39" East, 73.90 feet to the northwest corner of said Lot 10;

Thence along the north line of said Lot 10 South 86° 34' 51" East, 105.04 feet to the northeast corner of said Lot 10 and the westerly right of way of Los Arboles Way as shown on said map;

Thence along said westerly right of way and the easterly line of said Lot 1 North 03° 25' 09" East, 10.00 feet to the northeast corner of said Lot 1;

Thence along the northerly line of said Lot 1 North 86° 34' 51" West, 159.98 feet to the **Point of Beginning**;

Containing 6504 square feet more or less.

The above-described land is graphically shown on Exhibit “_____”, being 3 sheets total, attached hereto and made a part hereof.

Parcel B

A 10 foot wide strip of land over portions of Lots 60, 61, 73 and 74 of the Vista De Oro Tract Number 417 in the County of San Luis Obispo, State of California according to the map filed in Book 8 of Maps at page 3 in the Office of the County Recorder of said County, said strip being described and shown on said map as a 10 foot wide P.U.E lying 5 feet on either side of the line common to said Lots 60 and 61, said line having a bearing of North 13° 51' 15" East as shown on said map, and the line common to said Lots 73 and 74, said line having a bearing of North 40 14' 45" East as shown on said map. The centerline of said strip being more particularly described as follows:

Beginning at the most westerly corner of said Lot 61 thence along the line common to said Lots 60 and 61 North 14° 39' 36" East, 92.54 feet to the most northerly corner of said Lot 61;

Thence along the line common to said Lots 73 and 74 North 41° 02' 53" East, 95.00 feet to the most northerly corner of said Lot 73.

The sidelines of said strip shall be lengthened or shortened so that the southerly end of the sidelines terminate on the northerly right of way line of Vista Court of said Tract and the northerly end of the sidelines terminate on the southerly right of way of Montana Way of said Tract.

Containing 1876 square feet more or less.

The above-described land is graphically shown on Exhibit " _____ ", being 3 sheets total, attached hereto and made a part hereof.

Parcel C

Lots 91 of Bayridge Estates Tract No. 527 in the County of San Luis Obispo, State of California according to the map filed in Book 8 of Maps at page 83 in the Office of the County Recorder of said County.

Containing 3354 square feet more or less.

The above-described land is graphically shown on Exhibit " _____ ", being 3 sheets total, attached hereto and made a part hereof.

End of Description


DRAFT - FOR REVIEW ONLY

Clayton L. Bradshaw, P.L.S. 8298
License expires 12/31/17
Date Signed: February 7, 2017



LEGEND

P.O.B POINT OF BEGINNING

R1 8/MB/3



LEGAL DESCRIPTION AREA OF PARCEL A

PARCEL A
PM CO-74-201
16/PM/56

NW CORNER LOT 1. POINT OF BEGINNING OF PARCEL A

N 86° 34' 51" W
159.98'

N 3° 25' 09" E
10.00'

LOT 10

LOT 9

LOT 8

LOT 7

LOT 5

LOT 6

LOT 1

LOT 2

LOT 3

LOT 4

TRACT 1589 PHASE 2
18/MB/32

PECHO ROAD
WIDTH VARIES

MONTANA WAY

TRACT 417
8/MB/3

LOS ARBOLES WAY

S 41° 02' 15" W
56.28'

S 47° 58' 56" E
34.17'

S 71° 02' 39" E
67.09'

S 86° 34' 51" E
105.04'

N 1° 49' 39" E
73.90'

GRAPHIC SCALE



(IN FEET)

1 IN = 60 FT



WALLACE GROUP

612 CLARION COURT
SAN LUIS OBISPO, CA 93401
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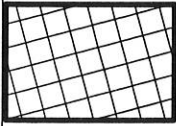
EXHIBIT " _____ "
PARCEL A - TRACT NO. 417
COUNTY OF SAN LUIS OBISPO, CA
SHEET 1 OF 3 OF EXHIBIT " _____ "

JOB No. : 0384-0011
DRAWING : LEGAL EXHIBIT
DRAWN BY: CLB
DATE : 2017-02-07
SCALE : AS SHOWN

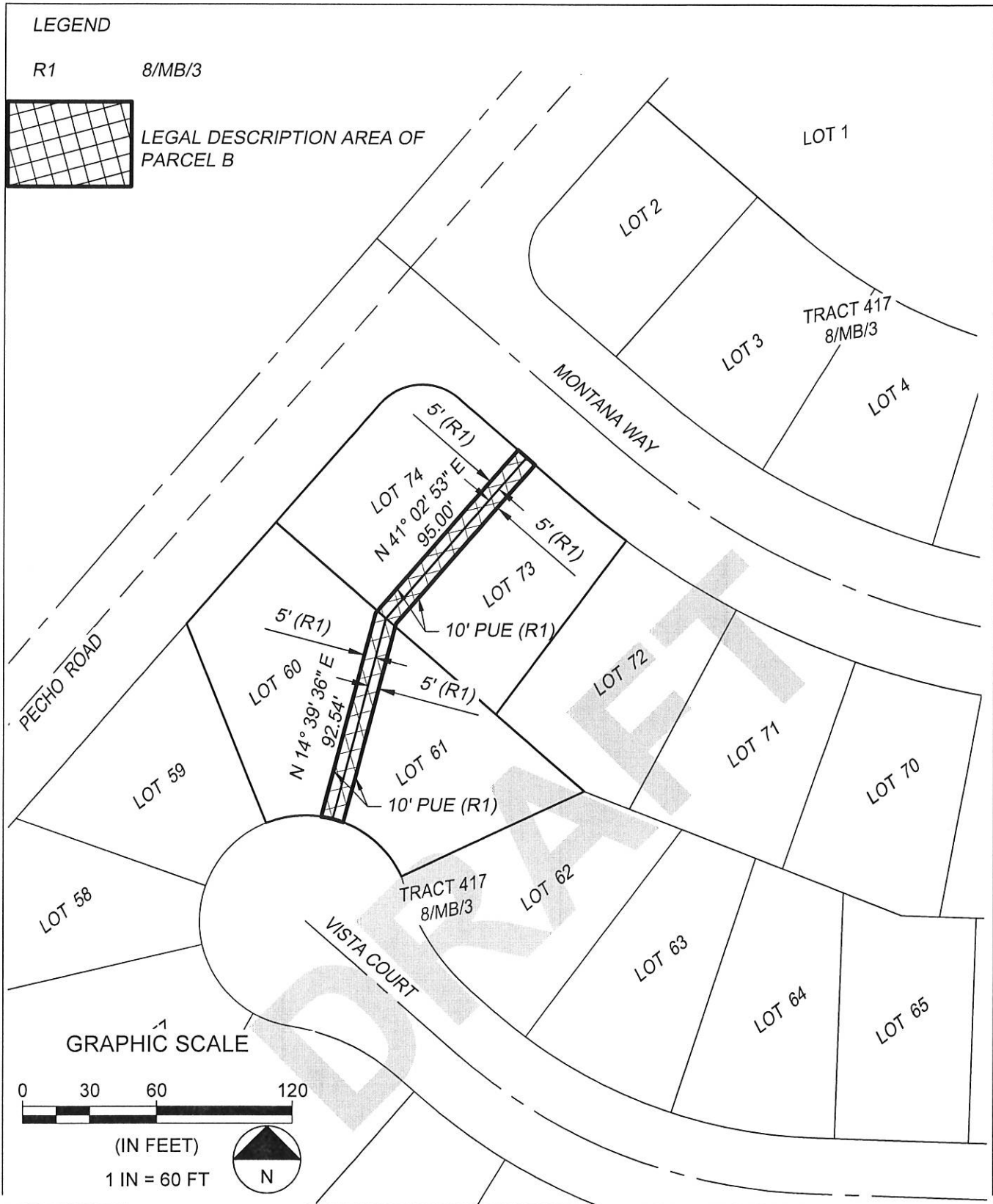
LAYOUT NAME: 1 PARCEL A

LEGEND

R1 8/MB/3



LEGAL DESCRIPTION AREA OF PARCEL B



GRAPHIC SCALE



(IN FEET)

1 IN = 60 FT



612 CLARION COURT
 SAN LUIS OBISPO, CA 93401
 T 805 544-4011
 F 805 544-4294
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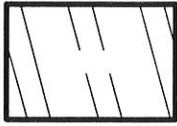
EXHIBIT " _____ "
PARCEL B - TRACT NO. 417
COUNTY OF SAN LUIS OBISPO, CA
SHEET 2 OF 3 OF EXHIBIT " _____ "

JOB No. :	0384-0011
DRAWING :	LEGAL EXHIBIT
DRAWN BY :	CLB
DATE :	2017-02-07
SCALE :	AS SHOWN

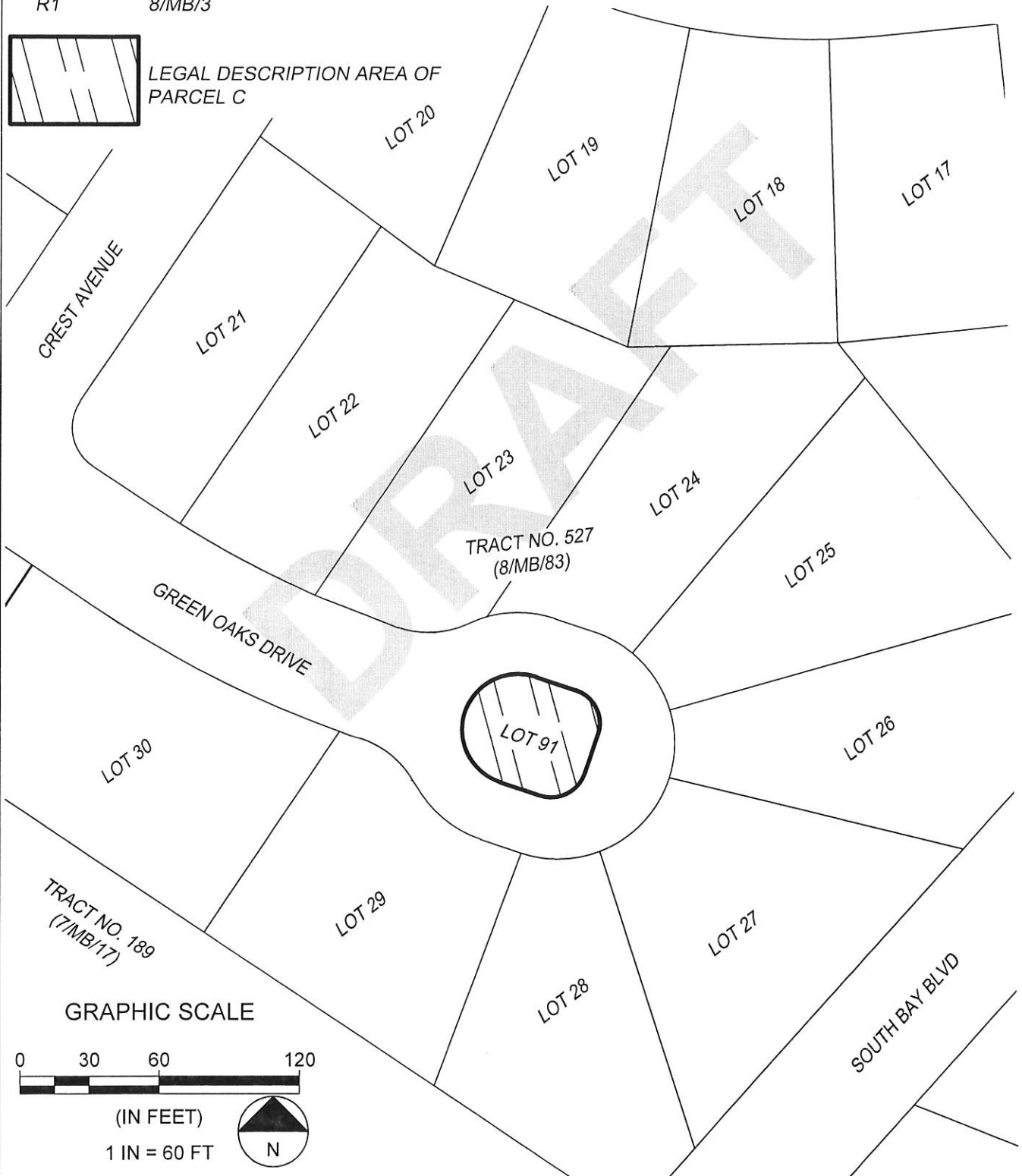
LAYOUT NAME: 2 PARCEL B

LEGEND

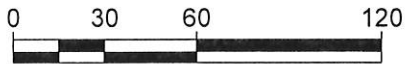
R1 8/MB/3



LEGAL DESCRIPTION AREA OF PARCEL C



GRAPHIC SCALE



(IN FEET)

1 IN = 60 FT



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EXHIBIT " _____ "
PARCEL C - TRACT NO. 527
COUNTY OF SAN LUIS OBISPO, CA
SHEET 3 OF 3 OF EXHIBIT " _____ "

JOB No. :	0384-0011
DRAWING :	LEGAL EXHIBIT
DRAWN BY :	CLB
DATE :	2017-02-07
SCALE :	AS SHOWN

LAYOUT NAME: 3 PARCEL C