

DATE SUBMITTED 6/12/2019
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 6/19/2019

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS (y)

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: GRANT OF EASEMENT AND AGREEMENT TO TIM GODSEY FOR WATER AND SEWER FACILITIES TO BE LOCATED ON THE CITY OF IMPERIALS APARTMENT COMPLEX PROPERTY LOCATED AT THE CORNER OF H AND 6 TH STREET; APN: 064-103-013. 1. APPROVAL OF EASEMENT AND AGREEMENT TO TIM GODSEY	
DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT	
BACKGROUND/SUMMARY: Tim Godsey is requesting a grant of easement to the City of Imperial to allow for the purpose of installation, operation and maintenance of water and sewer utility lines within 360.36 square feet, more or less as shown in the attachments titled "Exhibit A and Exhibit B". The Development Review Committee reviewed the purposed Easement Request on April 2 nd , 2019. Neither Public Services nor any other department had comments regarding the proposal. Staff directed the item to be taken to the City Council for discussion and action. Please see attachments.	
FISCAL IMPACT: NO FISCAL IMPACT	ADMIN SERVICES SIGN INITIALS <u>DP</u>
STAFF RECOMMENDATION: Staff recommends approval of easement and agreement.	DEPT. INITIALS <u>AM</u>
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS <u>D</u>
MOTION: SECONDED: APPROVED () REJECTED () AYES: DISAPPROVED () DEFERRED () NAYES: ABSENT: REFERRED TO:	

Recording Requested By
and When Recorded Mail to:

Tim Godsey
212 South D Street
Imperia, California 92251

GRANT OF EASEMENT AND AGREEMENT

Assessor's Parcel No.: _____
Documentary Transfer Tax:\$ _____
If exempt, enter R & T Code: _____
Explanation: _____
Signature of Declarant determining tax/exemption: _____

THIS AGREEMENT is made this _____ day of _____, 2019,
by and between the City of Imperial, a municipal corporation of the state of California
("Grantor"), and Tim Godsey ("Grantee").

WHEREAS, Grantee desires to acquire a certain easement ("Easement") in a portion of
Grantor's property ("Land"), which easement is described in Exhibit "A" and depicted on
Exhibit "B"; and

WHEREAS, Grantor is willing to grant the Easement on terms set forth herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Grantor hereby grants to Grantee a nonexclusive easement on Land located as
described in Exhibit A ("Easement Area") for so long as the Easement Area is used exclusively
for the purpose of installation, operation and maintenance of water and sewer utility lines
("Utilities") to serve property located at _____. Grantor expressly
reserves for itself, its successors and its assigns, the right to use the Land and Easement or to
grant other easements or licenses at the same location so long as such uses do not unreasonably
interfere with the rights herein granted.

2. Grantee shall maintain the Easement together with any improvements constructed
or installed thereon by Grantee or associated with Grantee's use of the Easement. The
installation, operation and maintenance of the Utilities and such other improvements as may be
required by Grantor and of the Easement shall be at Grantee's sole cost and expense.

3. This Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Land, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Easement or the Easement Are warranty on the part of the Grantor with respect to the Easement and rights granted herein.

4. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense. Among other things, Grantee shall apply for and obtain building permits and an encroachment permit from Grantor which will depict the exact location and depth of the Utilities.

5. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Land or on any other real property of Grantor adjacent to the Easement Area.

6. Grantor may relocate the Easement if in the opinion of Grantor it unreasonably interferes with the present or future use by Grantor of the Land. The first such relocation shall be at Grantee's sole cost and expense with any subsequent relocation at Grantor's expense; provided, however, that Grantor shall provide to Grantee a substitute Easement Area reasonably suited to Grantee's needs at no cost.

7. Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property, and Grantee shall use such routes and follow such procedures on Grantor's property as result in the least damage and inconvenience to Grantor.

8. Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights herein granted. Grantee shall promptly repair and restore to its original condition any of Grantor's property altered, damaged or destroyed in connection with Grantee's exercise of the Easement or use of the Easement.

9. This Grant of Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, its contractors', agents', officers', members', employees', invitees', or licensees' exercise of rights granted pursuant to this Easement or use of the Easement or of the improvements or personal property of Grantee thereto or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee. Grantee hereby covenants and agrees to defend and indemnify Grantor, its

officers, employees, agents, students, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the Easement or use of the Easement by Grantee, however occurring, other than those caused by the sole negligence or willful misconduct of Grantor.

10. Grantor may terminate this Easement and all of the rights granted herein any time twenty-four (24) months of continuous non-use of the Easement Grantee. In the event of such termination, the Easement shall be quitclaimed from Grantee to Grantor, without expense to Grantor, and any and all interest in Grantor's Land conveyed in this Easement shall automatically revert to Grantor or its assigns and successors, without the necessity of any further action to effect said reversion. On demand by Grantor, Grantee shall promptly remove any and all improvements it installed in, on, under or above the Easement. At the option of Grantor, all such improvements shall become the personal property of Grantor at no cost to Grantor.

11. Grantee alone shall pay any and all taxes, charges or use fees levied by any governmental agency against Grantee's interest in the Easement, or against any of Grantor's real property as a result of the Easement herein granted. Grantee shall not cause liens of any kind to be placed against the Easement or any of Grantor's real property.

12. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

13. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR: CITY OF IMPERIAL

By _____

Its _____

GRANTEE: TIM GODSEY

By _____

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracv. or validty of that document.

STATE OF CALIFORNIA }
COUNTY OF IMPERIAL } S.S.

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 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.

Signature: _____

(Notary Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF IMPERIAL } S.S.

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 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.

Signature: _____

(Notary Seal)

EXHIBIT "A"

WATER and SEWER SERVICE EASEMENT

The south 6.0 feet of the north 8.0 feet of the west 60.06 feet of the south 215.0 feet of the west half of Block 96, in the Townsite of Imperial, State of California, as shown on Book 23 at pages 21-22 of Record of Surveys as recorded on August 16, 2018 in the Office of the Imperial County Recorder.

Containing 360.36 square feet, more or less.

Subject to all covenants, easements and agreements of record.

As shown on exhibit "B", attached hereto and by this reference made a part thereof.

This legal description was prepared by me or under my direction in conformance with the Professional Land Surveys Act.



Taylor J. Preece

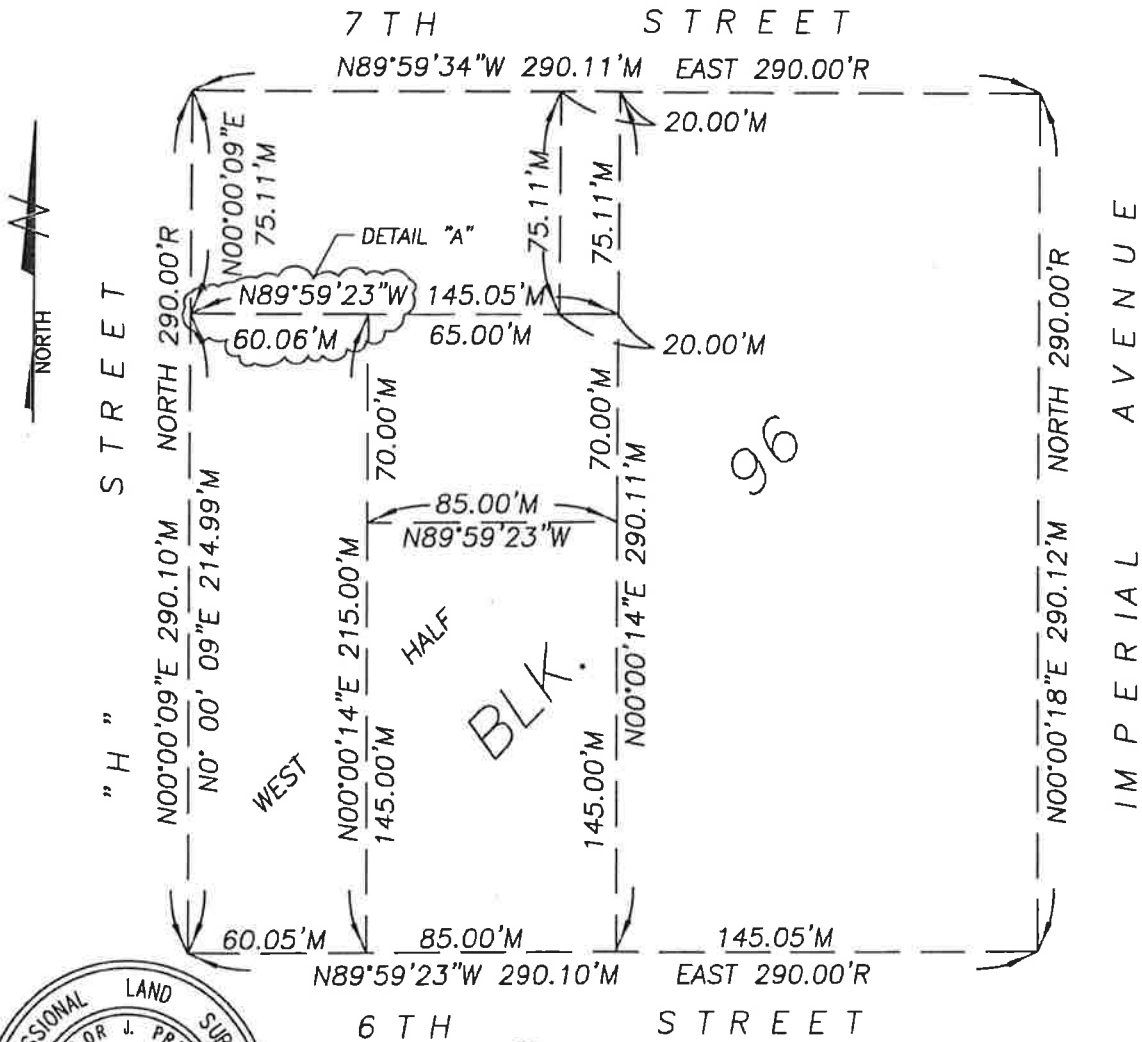
PLS 9436

4-30-19

Date



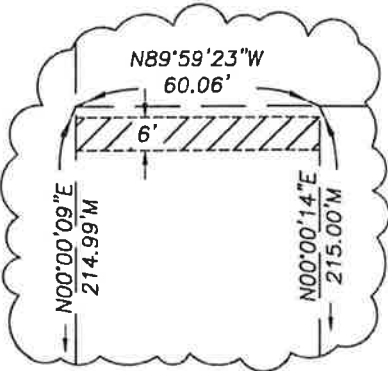
EXHIBIT "B"



TAYLOR J. PREECE

4-30-19

DATE



DETAIL "A" N.T.S.

LEGEND

- PARCEL LINE
- EASEMENT FOR WATER & SEWER SERVICES

- M INDICATES MEASURED DATA
- R RECORD OF SURVEY RECORDED IN BOOK 23 AT PAGE 21-22.

Precision Engineering & Surveying, Inc.



P.O. Box 2216
El Centro, CA 92244 Telephone: (760) 353-2684

799 E. Hell Avenue
El Centro, Ca 92243 Fax: (760) 353-2686

EASEMENT WATER & SEWER SERVICE PORTION BLOCK 96 TOWNSITE OF IMPERIAL

DRAWN BY: A.D.D.

CHECKED BY: T.J.P.

CLIENT: TIM GODSEY

JOB No. 18105

Date: APRIL 30, 2019

SHEET

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OF 1