

Mayor
Lois Wynne
Mayor Pro Tem
Jeff Chedester
Council Members
Ray Madrigal
Eddie Neal
William Siegel



**Public Works
Department**

711 W. Cinnamon Drive
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Staff Report

ITEM 2-9

To: Lemoore City Council
From: David Wlaschin, Director of Public Works/Planning 
Date: March 12, 2015 **Meeting Date:** March 17, 2015
Subject: Approval – Grant of Easement to Olam West Coast, Inc. – New Wastewater Line from Olam Plant on South 19th Avenue to Highway 41

Discussion:

Olam West Coast, Inc. is requesting that the City of Lemoore grant an easement for the installation of a new wastewater line. The easement is from the Olam Plant on 19th Avenue to Highway 41 and Idaho Avenue.

Olam wants to replace their wastewater outfall line from their plant on 19th Avenue to their line at Jackson Avenue and 21st Avenue. They had originally intended to use the existing outfall alignment along Jackson Avenue and Highway 41 until they found out that Caltrans would require them to jack and bore approximately 800 ft. under the intersection. This requirement made the project too costly and they began to look at alternate routes.

The new alignment is from the southwest corner of Olam's south 19th Avenue property. The easement runs south to Idaho Avenue then west to Highway 41. Olam has secured a permit from Caltrans to bore 180 ft. under Highway 41. They have also acquired an easement across private property west of Highway 41 then south to Jackson Avenue and an easement on Jackson Avenue west to 21st Avenue from Kings County.

Timing is critical in that they have to have the line installed before the season begins in July.

Budget Impact:

Olam will reimburse the City for staff time in working on this project.

Recommendation:

That Council, by motion, approve the Grant of Easement to Olam West Coast, Inc. for the installation of a wastewater outfall line and authorize the Mayor to sign.

RECORDING REQUESTED BY, AND
FOR THE BENEFIT OF:

Olam West Coast, Inc.

AND WHEN RECORDED MAIL THIS DEED AND,
UNLESS OTHERWISE SHOWN BELOW, MAIL TAX
STATEMENT TO:

Olam West Coast, Inc.
205 E. River Park Circle, Suite 310
Fresno, CA 93720

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT

This Grant of Easement (this "Agreement") is made and entered into this _____ day of _____, 2015, by The City of Lemoore, ("Grantor"), and Olam West Coast, Inc., a Delaware corporation (herein described as ("OWC" or "Grantee") with reference to the following facts:

A. Grantor owns title to a portion of Lot 11 of County Tract No. 614 of the Lemoore Industrial Park No. 1, and a portion of the northeast quarter of Section 21, Township 19 South, range 20 East, Mount Diablo Base and Meridian, as set forth in Exhibit "A" attached hereto and made a part hereof (the "Property").

B. OWC desires to obtain an easement across the Property to operate and maintain one or more pipelines, valves, and other appurtenances. Grantor agrees to provide OWC with such an easement as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. The City of Lemoore (referred to herein as "GRANTOR"), hereby grants unto OLAM WEST COAST, INC., a Delaware corporation (herein referred to as the "OWC"), its successors and assigns, a perpetual and exclusive easement and right-of-way across, underground, and through that certain real property owned by GRANTOR in the County of Kings, State of California, said easement and right-of-way being described in Exhibit "B", and as shown on the plot map as Exhibit "C", both attached hereto and incorporated herein.

a. This Easement conveys to Grantee the right of ingress and egress to and from, and access on and within said right-of-way, with the right to use existing and future roads for the purposes of surveying, constructing, inspecting, repairing, protecting, operating and maintaining the facilities and the addition, removal or replacement of same at will, either in whole or in part, with either like or different size pipe ("work"). During temporary periods Grantee may use such

portions of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

b. This Easement specifically includes, but is not limited to, the right to install, operate, maintain, inspect, patrol, alter, remove, replace, reconstruct, and repair the Pipelines.

2. **Consideration.** The consideration for the Easement shall be one Hundred and No/100 Dollars (\$100.00).

3. **Ownership of Property:** Grantor represents and warrants that it owns the Property in fee simple, subject only to outstanding encumbrances, if any, now on record in the county in which the Property is located.

4. **Duration and Assignability of Easement:** OWC's rights under this Easement shall continue for as long as OWC desires to exercise such rights and the Easement shall be covenants running with the title to the Property and be binding on Grantor, its heirs, legal representatives, assigns, and successors in title. OWC may assign the Easement, in whole or in part, at any time.

5. **Ownership of Pipelines.** The Pipelines shall at all times remain the property of OWC, and OWC may remove the Pipelines in whole or in part at any time.

6. **Reservation of Rights by Grantor.** Grantor reserves the right to the full use and enjoyment of the Property, except for the purposes granted by this Easement. Upon initial construction or placement of the Pipelines, OWC will, to the extent practicable, bury the pipe so as to not unreasonably interfere with the ordinary use of the surface of the Property. However, thereafter, Grantor agrees that its use and enjoyment of the Property shall not hinder, conflict, or interfere with the exercise of OWC's rights hereunder. Additionally, Grantor agrees that it will ensure that no building, reservoir, structure, improvement, obstruction, or impediment (including but not limited to planting trees; drilling; or paving, undercutting, or altering the surface of the Property) shall be constructed on the Easement without OWC's prior written consent.

7. **Abandonment of Pipelines.** If OWC permanently abandons the Pipelines, OWC may, at grantor's option, either remove the Pipelines and restore the property or leave the Pipelines in place. Upon such abandonment, OWC will execute and record a re-conveyance and release of this Agreement.

8. **Indemnification.** OWC shall indemnify and hold Grantor harmless from and against any and all loss, damage, or injury (including but not limited to the remediation of environmental contamination) which may result from the construction, operation and maintenance of the Pipeline except to the extent that such loss, damage, or injury arises out of or results from the actions or inactions of the Grantor, its agents, employees, or invitees. OWC's liability for remediation of environmental contamination under this Section shall be limited to remediation required by federal, state, or local agencies having responsibility for such remediation.

9. **Attorneys Fees.** In the event of any controversy, claim, or dispute between the Parties arising out of or relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party, its reasonable expenses, attorneys' fees and costs.

10. **Counterparts.** This Agreement may be executed in any number of counterparts and each counterpart shall be deemed an original instrument, and all of which together shall constitute one and the same instrument.

11. **Entire Agreement.** This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may be modified only by a written agreement signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

GRANTOR:
City of Lemoore

By: _____
Print Name: _____
Title: _____

STATE OF CALIFORNIA
COUNTY OF KINGS

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.

NOTARY PUBLIC SIGNATURE

(SEAL)

EXHIBIT "A"

Legal Description

That certain parcel of land lying in both the north half of the northeast quarter of Section 21, and the southeast quarter of Section 16, Township 19 South, Range 20 East, Mount Diablo Baseline and Meridian, according to the United States Government Township Plat approved October 28, 1869, in the City of Lemoore, County of Kings, State of California more particularly described as follows:

All of Lot 11 of Tract No. 614, recorded in Volume 14 of Licensed Surveyor's Plats at Page 42, in said county.

TOGETHER WITH the north half of the northeast quarter of said Section 21;

EXCEPTING THEREFROM the west thirty feet of the northeast quarter of said Section 21, and the south five acres of the north half of the northeast quarter of said Section 21.

ALSO EXCEPTING THEREFROM, the following described property:

COMMENCING at the north quarter corner of said Section 21; thence along the west line of said north half of the northeast quarter, South 00°26'45" West, a distance of 153.84 feet; thence perpendicular to said west line, South 89° 33' 15" East, a distance of 30.00 feet to a point on the easterly right-of-way line of California Highway 41, said point being the TRUE POINT OF BEGINNING; thence continuing along a line perpendicular to said west line, South 89°33' 15" East, a distance of 208.00 feet; thence South 84°14'00" East, a distance of 125.01 feet to a point 155.00 feet southerly from (measured at right angle to) the north line of said northeast quarter of Section 21; thence parallel with said north line, South 87° 54' 56" East, a distance of 525.74 feet; thence along a line parallel with said west line, South 00°26'45" West, a distance of 1083.85 feet to the north line of the south 5 acres of said north half; thence along said north line of the south 5 acres, North 88° 00' 10" West, a distance of 858.31 feet to a line 30.00 feet east from (measured at right angle to) the west line of the aforementioned north half, also being the aforementioned easterly right-of-way line of California Highway 41; thence along said easterly right-of-way line, North 00° 26' 45" East, a distance of 1087.24 feet to the TRUE POINT OF BEGINNING.

Basis of Bearings is the north line of the northeast quarter of Section 21, Township 19 South, Range 20 East, Mount Diablo Baseline and Meridian, which bears South 87°54' 56" East, as shown on the map recorded in Book 8 of Parcel Maps at Page 80, Kings County Records.

END OF DESCRIPTION

EXHIBIT "B"

All of that portion of Sections 16 and 21, Township 19 South, Range 20 East, Mount Diablo Base and Meridian, situate in the County of Kings, State of California, according to the Official United States Government Township Plat thereof, being more particularly described as follows:

A strip of land 15.00 feet wide, the centerline of which is described as follows:

Beginning at a point on the southerly line of Lot 10 of County Tract No. 614 of the Lemoore Industrial Park No. 1 according to the map thereof recorded in Book 14 of Licensed Surveyors' plats at Page 42, Kings County Records, said point lies North 88° 13' 22" West, a distance of 869.56 feet from the southeast corner of said Lot 10, also being at the intersection of said southerly line and a line parallel with and 7.50 feet west of, measured at right angles to, the westerly line of the parcel described in Document No. 1404235, Official Records of Kings County, which is described as follows:

Real Property in the City of Lemoore, County of Kings, State of California: That portion of Lot 11 of County Tract No. 614 of the Lemoore Industrial Park No. 1, in the City of Lemoore, County of Kings, State of California, according to the map thereof recorded in Book 14 at Page 42 of Licensed Surveyor Plats, Kings County Records; Beginning at a point in the east line of the aforesaid Lot 11 from which point the southeast corner thereof bears South 0° 26' 14" West, a distance of 20.00 feet; thence North 87° 54' 41" West, along a line parallel with the south line of the aforesaid Lot 11, a distance of 862.18 feet; thence North 0° 26' 14" East, a distance of 604.41 feet; thence South 88° 12' 58" East, a distance of 862.06 feet to a point on the easterly line of the aforesaid Lot 11; thence South 0° 26' 14" West, along said line, a distance of 609.00 feet to the Point of Beginning.

Thence;

- 1) South 00° 25' 50" West, along said parallel line a distance of 790.97 feet to a line parallel with and 7.50 feet north of, measured at right angles to, the northerly right of way of Idaho Avenue according to Document No. 0218214, Official Records of Kings County; thence
- 2) North 87° 55' 14" West, along the last said parallel line a distance of 1621.20 feet to the easterly right of way of State Highway 41, said point lies South 00° 26' 24" West, a distance of 82.53 feet from the intersection of said easterly right of way and the north line of said Section 21.

The sidelines of said strip are to be shortened or lengthened to terminate at the easterly right of way of State Highway 41 and the southerly line of said Lot 10.

Containing an area of 0.83 acres, more or less.

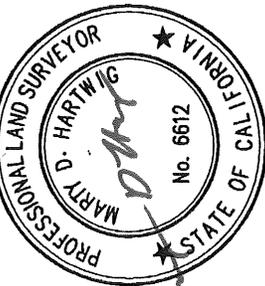
END OF DESCRIPTION



Date
Signed 2/19/15

2/19/2015 2:34 PM G:\Client\OLAM Tomato Processors, Inc. - 2035120351402 - WashWater Pipeline Replacement\DWG\EXHIBIT\20351401-EASEMENT-IDAHO\2015-01-22.dwg -Marty Hartwig

LOT 10 OF COUNTY TRACT NO. 614
LEMOORE INDUSTRIAL PARK NO. 1
BOOK 14 OF LICENSED SURVEYORS'
PLATS AT PAGE 42



POINT OF BEGINNING

SOUTHEAST CORNER LOT 10
N88° 13' 22"W 869.56'

DATE SIGNED: 2/19/15 LOT 11 OF COUNTY TRACT No. 614

DOCUMENT No. 1404235
OFFICIAL RECORDS KINGS COUNTY

NORTH 1/4 CORNER
SECTION 21, 19/20

S00° 25' 50"W 790.97'

S00° 26' 24"W 82.53'

S00° 25' 50"W 790.97'

N87° 55' 14"W 1621.20'

SECTION LINE

8.0

8.0

7.50

7.50

8.0

8.0

CENTERLINE 15'
PIPELINE EASEMENT

CENTERLINE 15'
PIPELINE EASEMENT

EASTERLY RIGHT OF WAY
HIGHWAY 41

65'

IDAHO AVENUE

NORTH LINE OF IDAHO AVENUE RIGHT OF WAY
PER DOCUMENT NO. 0218214,
OFFICIAL RECORDS KINGS COUNTY

NORTHEAST CORNER
SECTION 21, 19/20

19TH AVENUE

EST. 1968
PROVOST & PRITCHARD
CONSULTING GROUP
An Employee Owned Company

OLAM TOMATO PROCESSORS
WASH WATER PIPELINE ADDITION
OLAM INC.
KINGS COUNTY
EXHIBIT "C"

SURVEYOR:
MARTY HARTWIG
DATE: 02/19/15
JOB NO: 20351402
SHEET 1 OF 1