



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-20

For the meeting of: April 26, 2016

Date: March 25, 2016

To: Board of Supervisors

From: *TK* Thomas K. Mattson, Public Works Director

SUBJECT: AGREEMENT WITH MICHAEL AND KRISTI LANDRY TO GRANT PACIFIC GAS AND ELECTRIC COMPANY AN EASEMENT FOR THE NEW JUVENILE HALL FACILITY

RECOMMENDATION(S): That the Board of Supervisors:

1. Approves the attached agreement with Michael and Kristi Landry regarding compensation for the grant of an easement to Pacific Gas and Electric Company (PG&E) for the new Juvenile Hall facility.
2. Authorizes the Director of Public Works to execute the attached agreement with Mr. and Mrs. Landry.
3. Directs the Clerk of the Board to return the attached agreement to the Department of Public Works – Land Use Division for further processing.

SOURCE OF FUNDING: General Fund

DISCUSSION: In 2007, Senate Bill (SB) 81 (Chapter 175, Statutes of 2007) established the Youthful Offender Block Grant Program to enhance the capacity of the counties to provide appropriate rehabilitative and supervision services to youthful offenders. The County of Humboldt has received funding through SB 81 to replace the existing Juvenile Hall facility that was constructed in 1970 with a rated bed capacity of twenty-six (26). The new facility will provide a safer design for Juvenile Hall staff and detainees; there will be more program spaces for education, counseling and other service oriented programming for youth. The overall design of the facility will have a more inviting, home-like environment as required by section 851 of

TK Prepared by Robert W. Bronkall, Deputy Director

CAO Approval *Cheryl Dillingham*

REVIEW: Auditor *MSM* County Counsel *Sm* Human Resources *KLV* Other _____

TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Fennell* Seconded by Supervisor *Sundberg*

Ayes *Sundberg, Fennell, Lovelace, Bohn, Bass*

Nays _____

Abstain _____

Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-19

Meeting of: 04/07/2015

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *April 26, 2016*
By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

the California Welfare and Institutions Code. The project scope has grown to include several off-site items which are discussed below.

PG&E is requiring an easement across a portion of an adjacent property in order to provide electricity to the proposed Juvenile Hall facility. This will allow PG&E to install a riser to an existing pole on APN 006-312-011, located at 2400 Hillside Drive. This property is owned by Michael and Kristi Landry. Without this easement, PG&E will not be able to provide electricity to the subject property. The cost of the easement is \$675.00.

There is an existing fence along the common property line between the County owned property (APN 013-101-009) and the property owned by Mr. and Mrs. Landry (APN 006-312-011). The existing fence is in poor condition. As part of the attached agreement, the County will be compensating Mr. and Mrs. Landry \$1,200.00 to offset the cost of replacing the fence.

Right of way costs (1100-170/3133).....	\$ 675.00
<u>Fencing costs (1100-170/3133).....</u>	<u>\$ 1,200.00</u>
Total	\$ 1,875.00

FINANCIAL IMPACT: Funding for the right of way is included in the supplemental budget approved on April 7, 2015 as Item C-19. It is included in the FY 2015-16 budget and anticipated that these funds will be spent this fiscal year.

This item conforms with the Board of Supervisors' Core Role of enforcing laws and regulations to protect residents.

OTHER AGENCY INVOLVEMENT:

- City of Eureka
- Pacific Gas and Electric Company
- Probation Department

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose not approve the agreement with Mr. and Mrs. Landry. This option is not recommended since it would result in not having electrical services for the new Juvenile Hall facility.

ATTACHMENTS:

- Attachment 1: Agreement with Michael and Kristi Landry
- Attachment 2: Easement Deed from Michael and Kristi Landry to PG&E

u:\pwrk_rightofway\real property\170231 new -juvenile hall 170212\bos agenda items\revised agenda item re landry juvenile hall agreement (3-25-16).docx

Attachment 1

Agreement with Michael and Kristi Landry

**JUVENILE HALL REPLACEMENT
COUNTY CONTRACT NO. 170231**

EASEMENT FOR NEW ELECTRICAL SERVICE FOR JUVENILE HALL PROJECT

AGREEMENT

This Agreement, hereinafter referred to as AGREEMENT, dated this _____ day of _____, 2016, between MICHAEL AND KRISTI LANDRY, hereinafter referred to as OWNERS, and the COUNTY OF HUMBOLDT, hereinafter referred to as COUNTY;

WITNESSETH:

WHEREAS, OWNERS represents and warrants that they are the owners in fee of a parcel of land located at 2400 Hillside Place, Eureka, CA, a portion of Section 26, Township 5 North, Range 1 West, Humboldt Meridian and identified as Assessor's Parcel No. 006-312-011 and as such have the exclusive right to enter into the AGREEMENT; and

WHEREAS, COUNTY has construction plans for a new Juvenile Hall on the COUNTY property identified as Assessor's Parcel No. 013-101-009 and 013-101-010. Construction plans are on file with COUNTY's Department of Public Works, County Contract Number 170212 (easement and right of way acquisition is under County Contract Number 170231); and

WHEREAS, a public utility easement is required to provide new electrical service to the juvenile hall facility, and for which COUNTY is purchasing an easement on behalf of Pacific Gas and Electric (PG&E) for the benefit of COUNTY; and

WHEREAS, COUNTY has requested OWNERS to sign and deliver to COUNTY an easement deed on conveying that portion of the existing public utility easement described in Exhibit A and depicted in Exhibit B, to PG&E.

NOW, THEREFORE, it is mutually agreed as follows:

1. OWNERS, as requested, shall execute and deliver to COUNTY on behalf of PG&E an easement deed for a permanent utility easement over that certain portion of OWNERS' real property described in said easement deed. Parcel is described and shown on Exhibits A and B, attached hereto and made a part hereof. Deed shall be in PG&E's accepted format.
2. Delivery of said easement deed will be made expressly subject to the terms and conditions set forth herein.
3. COUNTY shall pay OWNERS the sum of Six Hundred Seventy-Five Dollars (\$675.00) as just compensation for the property rights conveyed in this transaction, and Nine Hundred Ten Dollars (\$910.00) as a contributory portion of the cost to replace fencing, and Two Hundred Ninety Dollars (\$290.00) for the rental of a bobcat for one day. Total compensation will be One Thousand Eight Hundred Seventy-Five Dollars (\$1,875.00).

OWNERS understand that COUNTY'S valuation of the property rights (utility easement) required from their property located at 2400 Hillside Drive, in Eureka is based upon a waiver valuation, non-complex valuation under \$10,000. The amount of land acquired for the permanent utility easement is 100 square feet.

4. COUNTY agrees to pay all recording fees and all related escrow costs in conjunction with this transaction.
5. COUNTY agrees to remove brush abutting OWNERS' fence on the Munson Drive side of the property.
6. If necessary, COUNTY and COUNTY'S officers, agents, employees, contractors, and volunteers require contact or communication with OWNERS, during the construction phase of said project, OWNER requests contact to be made as provided below:

Michael and Kristi Landry

Phone Number (707) 268-5631

7. COUNTY shall defend, indemnify, and hold harmless OWNER from all loss, damage, expense, and liability resulting from injury to or death of any person or damage to or destruction of any property actually resulting from any grossly negligent act, error, or omission by COUNTY, its employees, agents, and contractors in the performance of this AGREEMENT.
8. The term of this AGREEMENT, shall commence upon execution of this AGREEMENT by COUNTY and shall terminate upon completion of said project.

IN WITNESS WHEREOF, this AGREEMENT has been executed in duplicate.

OWNER:


MICHAEL LANDRY

COUNTY:

THOMAS K. MATTSON
DIRECTOR OF PUBLIC WORKS

OWNER:


KRISTI LANDRY

No obligation other than those set forth herein will be recognized.

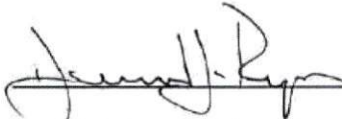
EXHIBIT "A"

EXHIBIT A

All that real property situated in the SE ¼ Section 26, Township 5 North, Range 1 West, Humboldt Meridian, County of Humboldt, State of California, described as follows:

The westerly 10 feet of the southerly 10 feet of Lot 30 shown on the map of "Hillside, Pierson Homes Tract No. 11" filed in Book 13 of Maps, Pages 47-48, Records of Humboldt County, said Lot 30 being the lands of Landry described in Instrument No. 2002-18216-1, Official Records of Humboldt County.

END OF DESCRIPTION



David J. Ryan, LS 6212.
Dated 4/1/2015



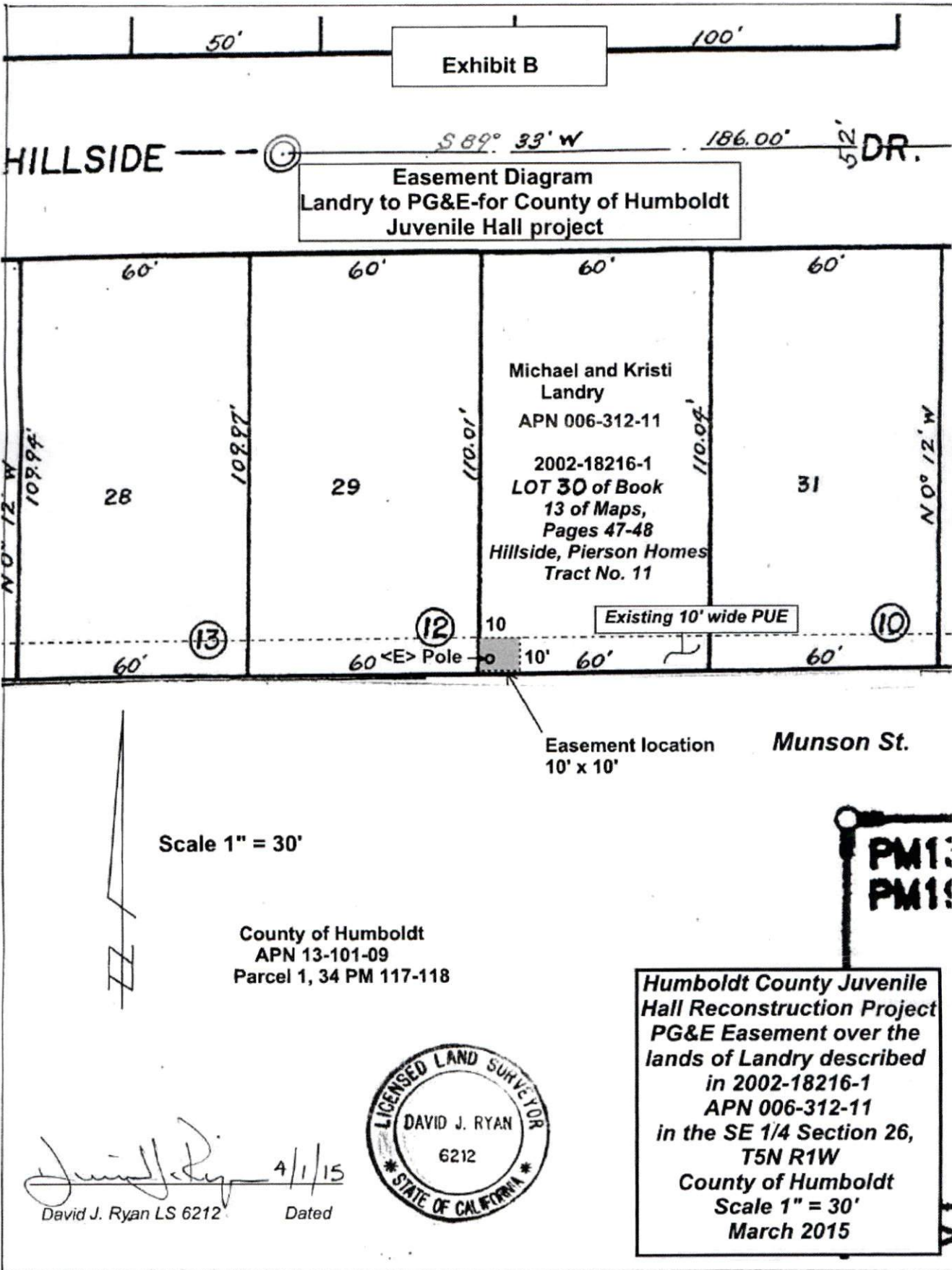


Exhibit B

Easement Diagram
 Landry to PG&E-for County of Humboldt
 Juvenile Hall project

Michael and Kristi
 Landry
 APN 006-312-11
 2002-18216-1
 LOT 30 of Book
 13 of Maps,
 Pages 47-48
 Hillside, Pierson Homes
 Tract No. 11

Existing 10' wide PUE

Easement location
 10' x 10'

Munson St.

Scale 1" = 30'

County of Humboldt
 APN 13-101-09
 Parcel 1, 34 PM 117-118

**Humboldt County Juvenile
 Hall Reconstruction Project
 PG&E Easement over the
 lands of Landry described
 in 2002-18216-1
 APN 006-312-11
 in the SE 1/4 Section 26,
 T5N R1W
 County of Humboldt
 Scale 1" = 30'
 March 2015**



David J. Ryan 4/1/15
 David J. Ryan LS 6212 Dated



Attachment 2

Easement Deed from Michael and Kristi Landry to PG&E

Attachment 2

Easement Deed from Michael and Kristi Landry to PG&E

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Services Office
2555 Myrtle Avenue
Eureka, CA 95501

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

This is a conveyance where the consideration and value is less than \$100.00 (R&T 11911).

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens
& Encumbrances Remaining at Time of Sale

COPY

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 1405-01-

EASEMENT DEED

MICHAEL LANDRY and KRISTI LANDRY, husband and wife,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the City of Eureka, County of Humboldt, State of California, described as follows:

(APN 006-312-011)

Lot 30 as shown upon the map entitled "Hillside Pierson Homes Tract No. 11" filed for record January 26, 1956 in Book 13 of Maps at page 47, Humboldt County Records.

Said facilities and easement area are described as follows:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the strip of land of the uniform width of 10 feet as described in Exhibit A and shown on Exhibit B both attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

СОБА

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.


Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

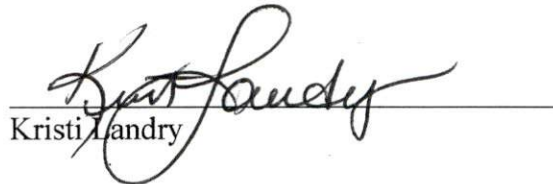
Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within said easement area (including ingress thereto and egress therefrom).

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "C", attached hereto and made a part hereof.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: 3-23, 2014.


Michael Landry


Kristi Landry

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 Humboldt)

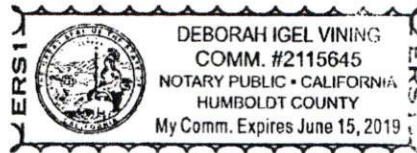
On 3/23/16, before me, Deborah I Vining Notary Public,
Here insert name and title of the officer
personally appeared Michael Landry and Kristi Landry

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.

Deborah I Vining
Signature of Notary Public



(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

Pacific Gas and Electric Company



EXHIBIT "C"

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

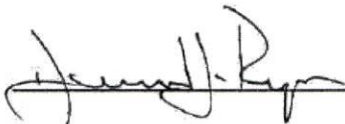
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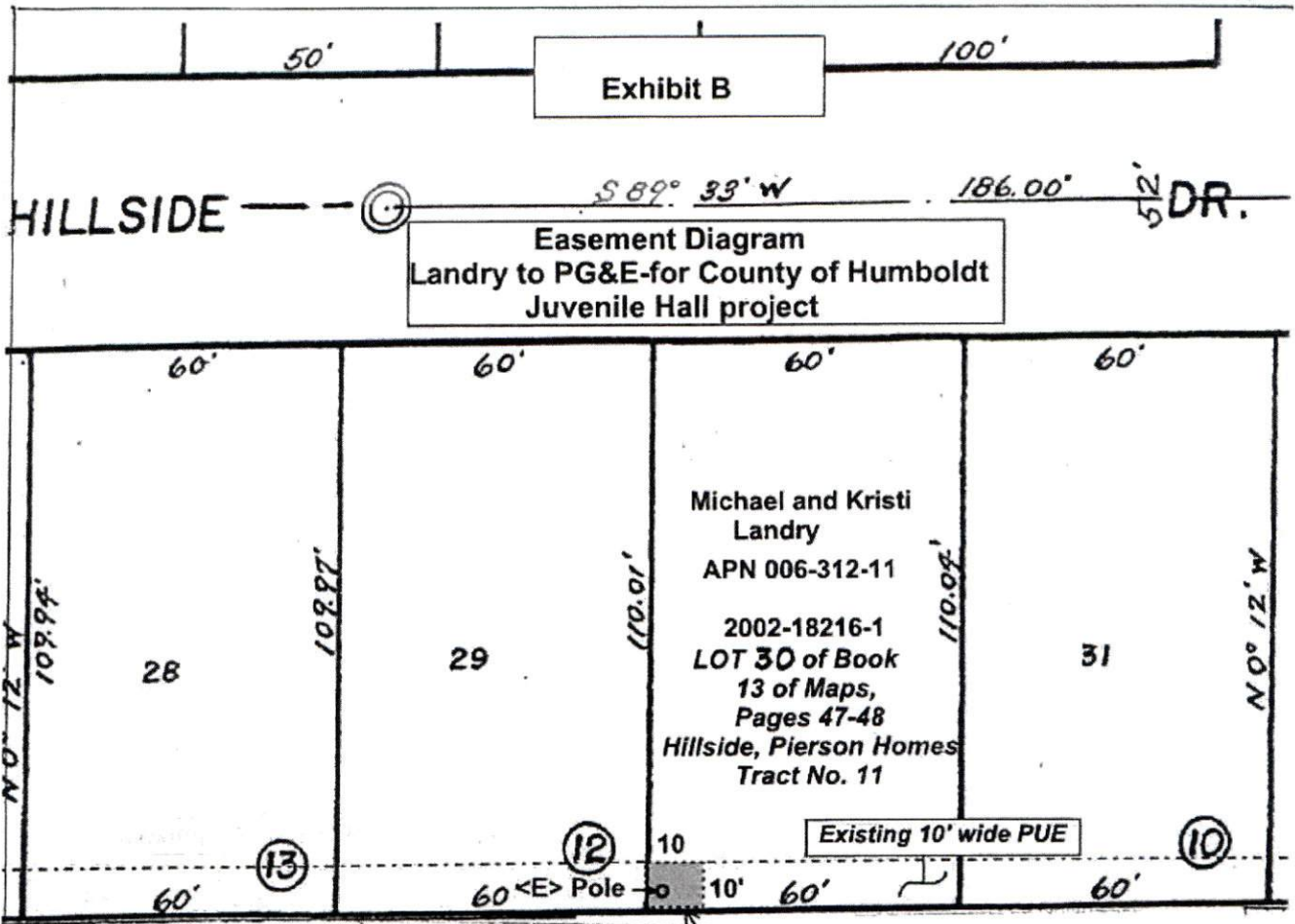


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