

CITY OF YUBA CITY
STAFF REPORT

Date: May 5, 2009
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: George Musallam, Public Works Director

Summary

Subject: Easement Agreement with Roman Real Estate Development, LLC
Recommendation: Authorize the City Manager to sign an Easement Agreement with Roman Real Estate Development, LLC, for dedication of right-of-way and a public utility easement associated with AP# 58-020-006. [Northwest corner of Walton Avenue and Franklin Road]
Fiscal Impact: None.

Background:

In the FY 2008-09 Capital Improvement Program, there are developer impact fee funds designated for the widening of Walton Avenue between Anneka Lane and Franklin Road and Franklin Road between Walton Avenue and Littlejohn Road (see Exhibit 1). In order to move forward with this project and further develop the intersection of Walton Avenue and Franklin Road, additional right-of-way and public utility easement is required from the vacant property located at the northwest corner of Walton Avenue and Franklin Road, identified as AP# 58-020-006.

Analysis:

Staff has worked with the property owner, Roman Real Estate Development, LLC, to develop an Easement Agreement (Agreement) for dedication of right-of-way and a public utility easement along the frontages of the property on Franklin Road and Walton Avenue. The property owner has signed the Agreement and an Easement Deed, which are attached. Staff is requesting authorization for the City Manager to sign the Agreement. The Easement Agreement is consistent with two other Agreements that were approved by Council on October 21, 2008, with Crowne Development, Inc., and Gurmit Rai, etal.

Fiscal Impact:

In exchange for the dedication of right-of-way and public utility easement, the Agreement provides that the City will install full street improvements along the frontage of the subject property and stub out water, sewer, and storm drain services at no cost to the property owner. These provisions are consistent with the two other Agreements approved by Council on October 21, 2008. At such time as the property owner develops the property, all standard building permit fees will apply

Alternatives:

Do not authorize the execution of the Easement Agreement.

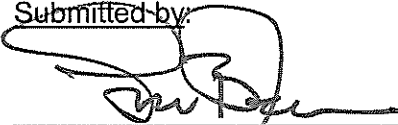
Recommendation:

Authorize the City Manager to sign an Easement Agreement with Roman Real Estate Development, LLC, for dedication of right-of-way and a public utility easement associated with AP# 58-020-006.

Prepared by:

Diana Langley
Diana Langley
Principal Engineer

Submitted by:


Steven R. Jepsen
City Manager

Reviewed by:

Department Head

GM

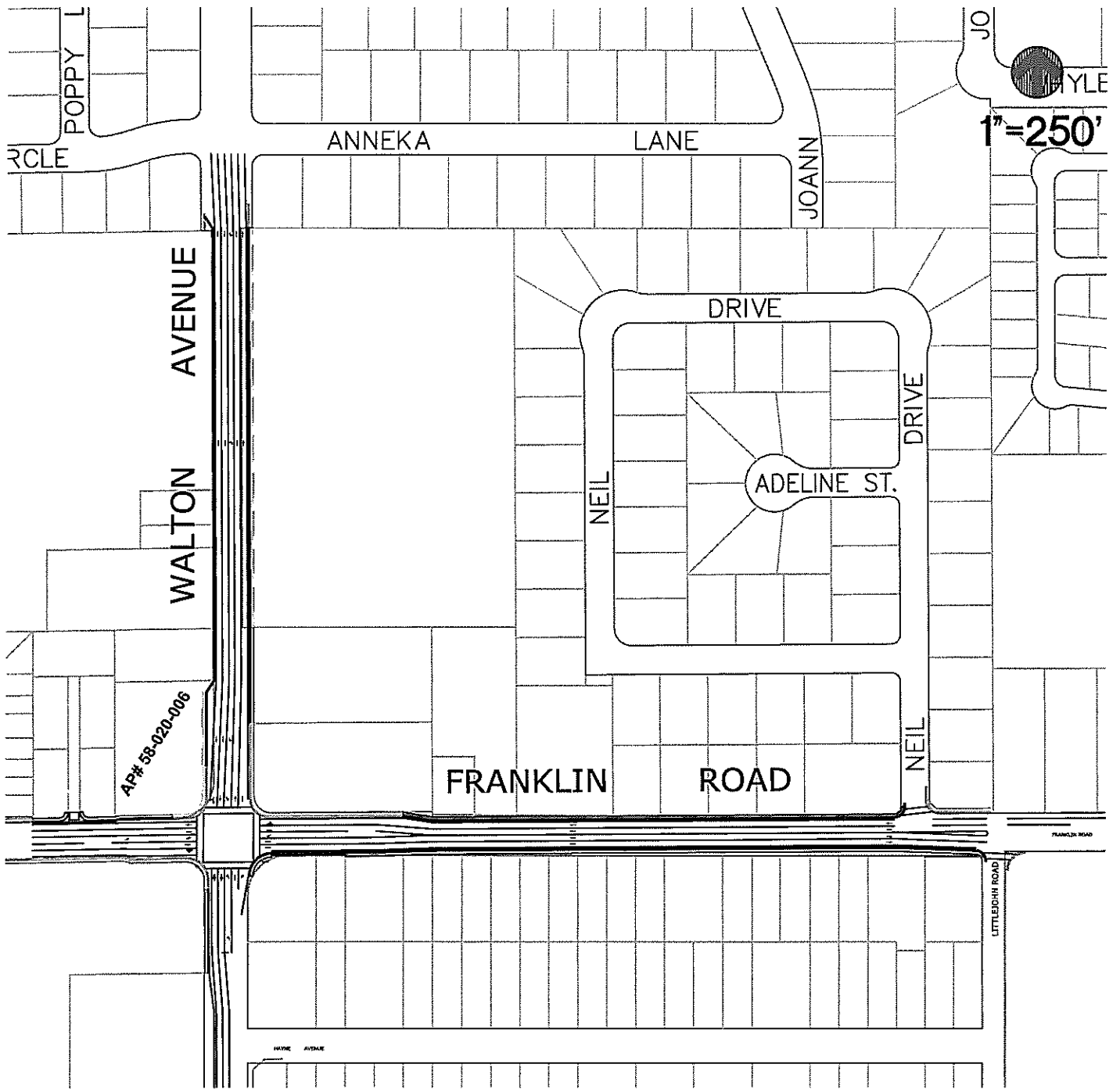
Finance

AB

City Attorney

Other

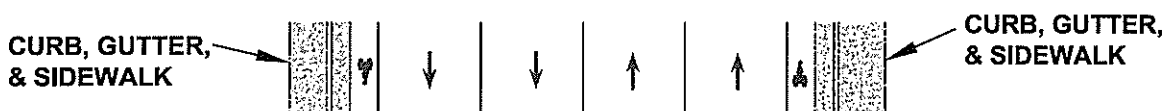
WALTON AVENUE AND FRANKLIN ROAD IMPROVEMENTS
EXHIBIT 1



WALTON AVENUE



FRANKLIN ROAD



EASEMENT AGREEMENT

This Agreement is made and entered into as of 4/16, 2009, between the City of Yuba City ("City") and Roman Real Estate Development, LLC, a California Limited Liability Company ("Owner").

Recitals

- A. Owner owns certain real property in the City of Yuba City, County of Sutter, State of California ("Owner's Property") more particularly described in Exhibit A which is attached hereto and incorporated herein by reference.
- B. City desires to make certain street improvements to Walton Avenue between Anneka Way and Franklin Road and Franklin Road from west of Walton Avenue to Littlejohn Road ("City Project").
- C. Owner's Property fronts on the City Project and Owner is willing to dedicate to City a right-of-way and a public utility easement along the frontage of Owner's Property needed by City for the City Project.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, City and Owner mutually agree as follows:

1. Owner agrees to dedicate to City on or before April 24, 2009, and City agrees to accept a strip of right-of-way for road purposes along the street frontages of Owner's Property ("Right of Way") as described in Exhibit B attached hereto.
2. Owner agrees to dedicate to City on or before April 24, 2009, and City agrees to accept a 10 foot wide public utility easement ("PUE") as described in Exhibit B attached hereto.
3. In consideration for the dedication of the Right of Way and the PUE, the parties agree as follows:
 - (a) City shall install full street improvements consisting of street paving, curb and gutters and sidewalks along the frontage of the Owner's Property along Walton Avenue and Franklin Road at no cost to the Owner. Owner shall not be required to reimburse City for the cost of said full street improvements.
 - (b) City shall relocate any overhead utilities to a location behind the proposed sidewalk at no cost to Owners. Owner shall not be required to reimburse City for the cost of relocating any overhead utilities.

- (c) City shall provide one curb cut on Walton Avenue near the north end of Owner's Property and one curb cut on Franklin Road at west end of Owner's Property.
- (d) City shall install water services, including the installation of a domestic water service and irrigation service from the water main to the property line, install the gate valve for the fire service and install the fire service from the water main to the property line, install a sewer stub on the Franklin Road side from the sewer main to the property line, and install storm drain stubs on the Franklin Road side and Walton Avenue side from the storm drain main to the property line, at no cost to Owner and as called for in the plans prepared by Key & Associates. Owner shall not be required to reimburse City for the installation of the water services, fire service, sewer stub, and storm drain stubs.

The parties agree that the consideration as provided above in this Section 3 constitutes full and complete consideration for the Right of Way and PUE.

- 4. At the time Owner's Property is developed, Owner shall be required to pay all applicable fees associated with the development of the Owner's Property.
- 5. Owner represents that it owns full legal title to Owner's Property and has full power and authority to dedicate the Right of Way and PUE to the City.
- 6. To the best of Owner's knowledge, there has been no production, storage, disposal, presence or release of hazardous substances in, on, under, or about Owners' Property.
- 7. If any action is instituted to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs and attorney's fees from the other party.

Roman Real Estate Development, LLC

Date: 4/16/09

By: 

Print Name: SANDY CHOPRA

See attached cert @

City of Yuba City

Date: _____

By: _____

Print Name: _____

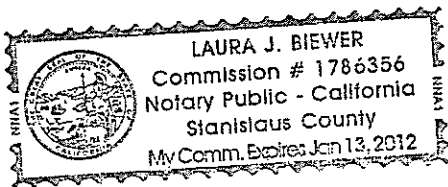
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Stanislaus

On 4.16.09 before me, Laura J. Biewer, Notary Public

personally appeared Sanjiv Chopra



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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Easement Agreement

Document Date: 4.16.09 Number of Pages: 2

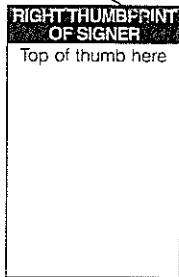
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

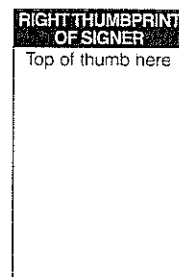
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



AND WHEN RECORDED MAIL TO

CITY OF YUBA CITY
CLERK'S OFFICE
1201 CIVIC CENTER BLVD.
YUBA CITY, CA. 95993

MAIL TAX STATEMENTS TO

CITY OF YUBA CITY
CLERK'S OFFICE
1201 CIVIC CENTER BLVD.
YUBA CITY, CA. 95993

EASEMENT DEED

The undersigned grantor(s) declare(s) :

Assessor's Parcel Number : 58-020-006

Documentary transfer tax is \$...-0-..... R & T Code 11922

() computed on full value of property conveyed, or

() computed on full value less liens and encumbrances remaining at time of sale.

() Unincorporated area

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

ROMAN REAL ESTATE DEVELOPMENT, LLC, a California Limited Liability Company

Hereby GRANT(s) to the

CITY OF YUBA CITY, a Municipal Corporation

An easement for right-of-way proposed in, over, under and across the real property in the City of Yuba City, County of Sutter, State of California more particularly described as follows:

SEE EXHIBIT A

DATED 4/16/09

..... 

Printed Name... SANSIV CHOPRA

Title..... PRESIDENT

See attached cert 

EXHIBIT A

All that real property situate in the County of Sutter, State of California, being a portion of the Southwest quarter of Section 21, Township 15 North, Range 3 East, Mount Diablo, Base and Meridian, and a portion of Lot 7 as shown on that certain map entitled "The Subdivision of the Southwest one-quarter of Section 21, Township 15 North, Range 3 East, Mount Diablo, Base and Meridian" filed in the Office of the County Recorder of Sutter County, California on December 1, 1913, in Book 3 of Surveys, Page 4, more particularly described as follows:

1. The southerly 42.0 feet of that certain parcel of land described in deed to Roman Real Estate Development, LLC, a California Limited Liability Company, recorded at document number 2007-0017185 of Official Records of Sutter County, California on August 28, 2007.

Excepting therefrom the southerly 33.0 feet of that certain parcel described in above noted document number 2007-0017185.

Also excepting therefrom the certain parcel as described in a deed recorded in Book 1616 at Page 111 of Official Records of Sutter County, California on January 14, 1994.

Together with a 10.0 foot public utility easement contiguous to and lying northerly of the above described property.

2. The easterly 44.0 feet of that certain parcel of land described in deed to Roman Real Estate Development, LLC, a California Limited Liability Company, recorded at document number 2007-0017185 of Official Records of Sutter County, California on August 28, 2007.

Excepting therefrom the easterly 25.0 feet of that certain parcel described in above noted document number 2007-0017185.

Also excepting therefrom the certain parcel as described in a deed recorded in Book 1616 at Page 111 of Official Records of Sutter County, California on January 14, 1994.

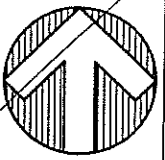
Together with a 10.0 foot public utility easement contiguous to and lying westerly of the above described property.

END OF DESCRIPTION





4/14/09
Date



1" = 60'

HETERINGTON ESTATES
Blk 19 Pg 7

58-020-009

58-020-005

58-020-010

58-020-008
238.6'

58-020-011

58-020-007
S 0'12" W

58-020-006

33.0'

42.0'

170.35'

S 89°45' W

S 0'12" W
146.41'

25.0'

44.0'

WALTON AVENUE

S 0'12" W

FRANKLIN ROAD

S 89°45' W

SOUTH LINE OF LOT 7 OF THE
SUBD OF THE SW 1/4 OF
SECTION 21.

1/4 SEC. CORNER BETW.
SECTIONS 21 & 18. ALSO
SE CORN LOT 7 OF THE SUBD
OF THE SW 1/4 OF SECTION 21.

r/w=.085 acres

pue=.056 acres

LEGEND

----- EXISTING RIGHT OF WAY

 RIGHT OF WAY TO BE DEDICATED TO CITY

 PUBLIC UTILITY EASEMENT TO BE DEDICATED TO CITY

acq Roman on Franklin.dwg

RESOLUTION No. _____ DOCUMENT NO. _____

CITY of YUBA CITY
ROMAN REAL ESTATE DEV LLC

EXHIBIT "B"

58-020-006

SUBMITTED BY: sal	DATE DRAWN: 2-13-09	DWG. No.
APPROVED _____	DRAWN BY: sal	XXXX A
APPROVED _____	CHECKED BY: staff	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Stanislaus

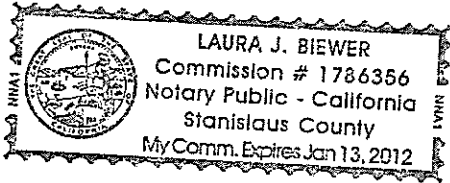
On 4-16-09 before me, Laura J. Biewer, Notary Public

personally appeared Sanjiv Chopra

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.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Easement Deed

Document Date: 4.16.09 Number of Pages: _____

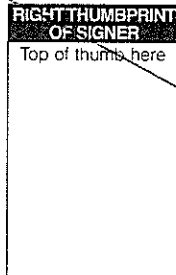
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

