



BOARD MEETING AGENDA SUBMITTAL

MEETING DATE:

ITEM SUBMITTED BY:

SUBMITTAL PREPARED BY:

AGENDA ITEM:

RECOMMENDED ACTION

BACKGROUND

ATTACHMENTS

FINANCIAL IMPACTS

Groveland CSD Operating Policy and Procedures Manual

Excerpts of Relevant Sections (Easement Abandonment):

502.2 Procedure for Easement or Easement Abandonment Requested by Property Owner

D. Easements granted to the District by a third party property owner for public utility purposes must be memorialized on the District's standard Easement Agreement—Public Utility Easement (Appendix 500-A) and executed by the person or persons holding fee simple title to the parcel of real property upon which the easement is located. The Easement Agreement conveying the easement from the property owner to the District together with all subordination agreements must be executed before a notary public and shall contain an acknowledgement of the notary public. In cases in which corporations are executing the Easement Agreement as the property owner, the corporate seal must be affixed to the Easement Agreement.

F. Upon adoption of this policy, the Board of Directors authorizes the General Manager to execute on behalf of the District Easement Agreement—Public Utility Easement by such private property owners offering the District easement rights across their private property for public utility purposes without prior approval of each such easement transaction by the Board of Directors. However, at the next regular Board meeting after any such Easement Agreement—Public Utility Easement executed by the General Manager on behalf of the District, such easement documents shall be submitted to the Board of Directors for ratification on that meeting's agenda consent calendar.

G. Following ratification by the Board of Directors, District staff shall submit all Easement Agreements—Public Utility Easement and other Easement Agreements, together with the legal description and plat map of the proposed easement, for recordation to the Tuolumne County Recorders Office. Such recordation of Easement Agreements—Public Utility Easement is dependent upon the property owner providing for the issuance of a policy of title insurance naming the District as insured insuring its easement rights in the property in a face amount to be determined by the District. The private property owner granting the easement site to the District will be responsible for all title fees and recording fees.

TODD LAND SURVEYING
P.O. Box 10
Soulsbyville, California 95372

Groveland Community Services Dist.
P.O. Box 350
Groveland, CA 95321

September 20, 2018

Attn: Pete Kampa

This letter is a request for your assistance in the abandonment of your interest in the 10-foot wide Public Utility Easement (P.U.E.s) between lots 148 and 149, Pine Mountain Lake Unit No.8 , being assessors parcel numbers 094-100-027 & 094-120-020 located on Hillhurst Circle. I am assisting the owners in the preparation and recordation of a merger parcel map. Please find enclosed an exhibit copy showing the location of the subject easements.

What I need is a letter stating that you have no objection to the abandonment of the easements as shown on the map. If you need further information please contact me at (209) 743-1324. Thanks for your help in completing this project.

A handwritten signature in black ink, appearing to read "Richard T. Todd". The signature is fluid and cursive, with the first name "Richard" being the most prominent.

Richard T. Todd, P.L.S. 5522

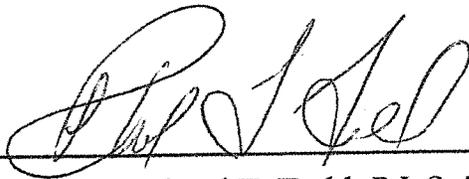
TODD LAND SURVEYING
P.O. Box 10
Soulsbyville, California 95372

RECEIVED
NOV 29 2018

BY:

EXHIBIT A
Konzelmann to G.C.S.D.

An Easement for sewer purposes 15 feet in width lying Westerly of, Parallel to, and within the Easterly Boundary lines of lots 148 and 149, Pine Mountain Lake Unit No. 8 , as shown on that Subdivision Map recorded in March, 1970, in Volume 5 of Subdivisions at Pages 84 and 85, Records of Tuolumne County, California.



Richard T. Todd, P.L.S. 5522



Upon recording send copy to:

Groveland Community Services District
Post Office Box 350
Groveland, CA 95321

EASEMENT GRANT

The undersigned, XXXX, Grantor, for A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to the GROVELAND COMMUNITY SERVICES DISTRICT, a community services district of the State of California, Grantee, an easement to lay, construct, reconstruct, replace, renew, repair, maintain, operate, change the size of, increase the number of, and remove sewer lines and appurtenances thereof with the right of ingress and egress to and from the same through that certain parcel of land owned by Grantor, situate in the Unincorporated area of the County of Tuolumne, State of California, more particularly described as follows:

See Exhibit "A" attached.

Grantor reserves the right to fully use and enjoy the said easement strip provided, however, that Grantor shall not construct or maintain the whole or any part of any permanent structure on the strip which would impair or interfere with the present or prospective exercise of any of the rights herein granted.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

Eric Konzelmann
Eric Konzelmann

Nov. 25, 2018
Date

Jacklyn E. Konzelmann
Jacklyn E. Konzelmann

Nov 25, 2018
Date

STATE OF CALIFORNIA)
COUNTY OF Tuolumne)

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

On Nov. 25, 2018 before me, Anita Lynn Spencer a Notary Public in

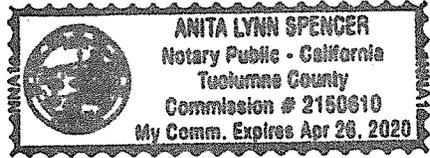
and for said County and State, personally appeared Eric Konzelmann
and Jacklyn E. Konzelmann

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.

Anita Lynn Spencer



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant from

Eric and Jacklyn Konzelmann to Groveland Community Services District,

a Governmental Agency, is hereby accepted on _____ by the undersigned duly

authorized Officer of Groveland Community Services District.

By: _____

Dated: _____

Appendix 500-A EASEMENT AGREEMENT—PUBLIC UTILITY EASEMENT

EASEMENT AGREEMENT—PUBLIC UTILITY EASEMENT

This Easement Agreement—Public Utility Easement (“Agreement”) is entered into on the 3rd day of December, 2018, by and between GROVELAND COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California and a community services district formed and operating pursuant to the provisions of Government Code Section 61000 et seq., (hereinafter referred to as “Grantee” or “District”), and Eric and Jaclyn Konzelmann, (hereinafter referred to as “Grantor”).

RECITALS

1. Grantor is the owner of certain real property located within the jurisdictional boundaries of Groveland Community Services District, located in the County of Tuolumne, State of California (hereinafter the “District”), consisting of property particularly described in Exhibit A which is attached hereto and incorporated herein by this reference (hereinafter the “Property”).

2. Grantor has filed an application with District requesting that District abandon the Public Utility Easement (PUE) between Pine Mountain Lake Parcels 148 and 149 (Assessors Parcel Numbers 094-100-027 and 094-120-020 respectively). In exchange for abandonment of the PUE by the District, Grantor desires to grant a certain real property interest in the form of an easement to District to construct, install, maintain and operate water and/or sewer system improvements to serve the Property, together with the right of ingress and egress from the Property (hereinafter the “Easement”).

3. Grantee District hereby finds that it is in the public interest to enter into this Easement Agreement in order to provide the necessary in order to retain continuing property rights to access, maintain, operate, improve, repair, assess, and reconstruct water and/or sewer system improvements to provide services in the area.

NOW THEREFORE in consideration of the promises and of the mutual obligations and agreements herein contained, the Parties hereto agree as follows:

1. THE PROPERTY

A. The legal description of the Easement granted by Grantor to Grantee District pursuant to the terms of this Agreement is attached hereto as Exhibit B and incorporated herein by this reference.

2. GRANT OF PERPETUAL EASEMENT

A. For valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants to District a perpetual nonexclusive, easement and right of way in gross for the construction, reconstruction, repair, maintenance, enlargement, testing, removal, and/or operation of a water or sanitary sewer pipeline or pipelines, and all appurtenances thereto, in, under, over, along, above, and across the Property. Said perpetual nonexclusive easement in gross includes, but is not limited to the right to install, operate, maintain, repair, replace, add to, or delete from water/sewer transmission facilities including but not limited to transmission lines, electronic data acquisition and control, communication, and all related appurtenances and work auxiliary thereto, and all incidental rights thereto in, over, under, across, upon, and within the Easement.

B. Grantor also hereby grants to Grantee District a perpetual nonexclusive right of ingress and egress over and across a portion of the Property to the extent necessary to utilize the Easement. These rights of ingress and egress shall exist over that portion of the Property described in Exhibit B attached hereto. Grantor, for itself and its successors and/or assigns, does hereby further grant to District the unrestricted right, at all times, without notice, to access the easement area and a reasonable area adjacent thereto at any time to repair, replace, inspect, enlarge, change, maintain, test and/or remove the water or sanitary sewer facilities of District. In so doing, Grantor does hereby grant to District the right to move, damage, destroy and/or disassemble any landscaping and/or improvements, including but not limited to buildings, fences, asphalt paving, trees, irrigation systems, lighting systems, and/or other similar improvements which might have been installed in said easement area, including improvements installed with the knowledge and consent of District. District shall not incur any liability of any nature whatsoever to Grantor or to any person or entity entitled to possession of said Property, or holding a lien against, or security interest in improvements on the Property, due to the activities of District pursuant to the provisions of this paragraph.

3. TERM

The Easement granted in this Agreement shall be a perpetual easement.

4. USE OF THE PROPERTY

A. Grantor and District agree that District may use the Property only for the purpose of constructing, installing, maintaining, repairing, and operating water/sewer system improvements together with all appurtenances thereto including electronic data acquisition and control, communication and related facilities necessary to provide water/sewer services to the Property.

5. WAIVER OF LIABILITY

A. Grantor, for itself, its successors and assigns, hereby releases and voluntarily waives any and all claims it may have now or in the future against District alleging liability for personal injury or property damage arising out of the District's construction, repair, replacement, maintenance, operation, testing, inspection, enlargement and/or removal of its water or sewer system improvements located within the Easement.

6. MISCELLANEOUS PROVISIONS

A. Grantor represents, covenants and warrants that Grantor is seized of good and sufficient title to the Property and has full authority to enter into and execute this Easement Agreement and convey an easement in gross with respect to the Property to District. Grantor further covenants that there are no undisclosed liens, judgments or impediments of title on the Property that would affect this easement or this Agreement. District represents, covenants and warrants that District has full authority to enter into and execute this Agreement and accept said Easement.

B. It is agreed and understood that this Agreement contains all of the agreements, promises and understandings between the Grantor and District, and there are no verbal or oral agreements, promises or understandings other than those contained in this Agreement. Grantor and District agree that no verbal or oral agreements, promises or understandings other than those contained in this Agreement shall or will be binding upon either Grantor or District. This Agreement and the performance hereof shall be governed, interpreted, construed and regulated under the laws of the State of California.

C. If any portion of this Easement Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such a portion enforceable and, as so modified, such portion of the balance of this Agreement shall continue in full force and effect.

D. If either party hereto institutes any action or proceeding in court to enforce any provision hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing party in any such action or proceeding shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorneys' fee for the services rendered to the prevailing party, together with its other reasonable litigation costs and expenses.

E. In addition to the other remedies provided for in this Agreement and by law, Grantor agrees that District shall be entitled to a remedy of injunction for any violation of any of the covenants, conditions or provisions contained herein.

IN WITNESS WHEREOF, Grantor and District have duly executed this Easement Agreement

on the date and year first above written.

Grantor:

Date: _____ By: _____

Grantee:

GROVELAND COMMUNITY SERVICES DISTRICT

Date: _____ By: _____