County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

November 30, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

GRANT OF EASEMENT TO BEL VINTAGE HOMEOWNERS ASSOCIATION SAN DIMAS TELECOMMUNICATIONS SITE, 310 VIA BLANCA, SAN DIMAS (FIFTH DISTRICT) (3 VOTES)

SUBJECT

This recommendation is to approve the granting of a landscaping and slope easement to the Bel Vintage Homeowners Association located at the San Dimas telecommunications site, in the City of San Dimas.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the non-exclusive easement area, which is a portion of the County-owned property, as depicted on the map and legally described in the landscaping and slope easement, is not required for County use, and is surplus to any immediate or foreseeable County need.

2. Find that the conveyance of the easement for landscaping and slope maintenance purposes is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15304 of the State CEQA Guidelines and Class 4 of your Board's Revised Environmental Document Reporting Procedures and Guidelines.

3. Approve the grant of the landscaping and slope easement to the Bel Vintage Homeowners Association, over a portion of the subject property for the purpose of landscaping and maintaining the slope, and instruct the Chair to execute the Easement.

4. Authorize the Executive Office, Board of Supervisors to issue a warrant in the amount of $35,000, along with escrow fees in the amount of approximately $1,500, as consideration to the Bel Vintage Homeowners Association for installing new landscaping and maintaining the slope in perpetuity, at its cost.

5. Authorize the Chief Executive Office to execute any other documents necessary to complete the conveyance, upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended Board action is to provide the County and Bel Vintage Homeowners Association (HOA), each, with a mutual benefit. The County, through the granting of the non-exclusive landscaping and slope easement (Easement), along with the payment of $35,000 to the HOA for proposed landscaping upgrades, will save the ongoing cost (estimated at $12,600 annually by the County's Internal Services Department (ISD), the proprietor of the San Dimas telecommunications site (Site) to irrigate and maintain the non-buildable, sloped area, which is approximately 28,435 square feet in size.

The proposed Easement is an effort to achieve a balance by improving the County property and the HOA gated community, in exchange for reducing future County costs and ongoing property management obligations.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we ensure quality regional public works infrastructure services for County residents and provide quality public works infrastructure and land development services to our communities (Goal 3). Conveying this Easement to the HOA allows the County to meet an identified public infrastructure need, and is consistent with this goal.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Historically, the Site was acquired and developed as a telecommunications microwave facility because of its topographical features; however, the 2.06 acre parcel was surrounded by privately-owned land that eventually was developed into a gated residential community.

Staff from the Chief Executive Office, Real Estate Division (CEO-RED) negotiated the terms and conditions of the proposed Easement, which were voted upon and accepted by the members of the HOA and acknowledged by their President.

The terms of the Easement, which were reviewed and concurred to by ISD, will provide the ongoing operational needs of this County-owned telecommunication site, without any foreseeable impact.

The granting of the Easement to the HOA is authorized by Government Code 25526.5, which authorizes the County to convey a surplus real property interest in the manner and upon the terms and conditions approved by your Board.

FISCAL IMPACT/FINANCING

The total project budget of $36,500 consists of $35,000 allocated for the HOA's landscaping upgrades and up to $1,500 for escrow and recording fees. This aggregate amount will be funded by the Fifth Supervisorial District's PFU.

ENVIRONMENTAL DOCUMENTATION

The granting of this Easement for landscaping and slope maintenance purposes is categorically exempt from the provisions of CEQA pursuant to Section 15304 of the State CEQA Guidelines and Class 4 of the Revised Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, as the activities it advances constitute a minor alteration of land.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There should be no present or future operational impacts to the County's telecommunication facility based on the terms and conditions contained in the Easement.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return the executed original of the Easement, one certified copy of the Minute Order, and the adopted, stamped Board letter to the CEO, Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:BC:SK
WLD:CM:AN:kb

Attachments

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Internal Services

BelVintageHOABltr:l

RECORDING REQUESTED BY:
County of Los Angeles
AND MAIL TO:
Bel Vintage Homeowners Association
P.O. Box 5022
Upland, CA 91785-5022

Attn: Vincent De Rosa, President

Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

ASSESSOR'S PARCEL NUMBER: 8448-059-900 (portion)

LANDSCAPING & SLOPE EASEMENT

For valuable consideration, the receipt of which is hereby acknowledged, the **COUNTY OF LOS ANGELES** ("Grantor" and/ or "County") does hereby grant to the Bel Vintage Homeowners Association ("Grantee" and/or "HOA") this non-exclusive easement ("Easement"), together with the rights of ingress and egress, to install, maintain, operate and use the Easement area for slope and landscaping purposes and appurtenant surface structures ("Improvements"), at Grantee's sole cost, and no other purposes, in and across the real property in the City of San Dimas, County of Los Angeles, State of California, legally described in Exhibit A (the "Property") and depicted in Exhibit B. Exhibit A and Exhibit B are incorporated herein by this reference.

Subject to all matters of record and to the following reservations and conditions which Grantee by the acceptance of this Easement agrees to keep and perform viz:

a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

b. It is expressly understood that the Grantor will not be called upon to repair, maintain, or reconstruct any structure or improvement to be erected or installed pursuant to this Easement and that Grantee, upon completion of the initial installation and any subsequent repair to or replacement of the Improvements, shall be solely responsible, at its cost, for maintaining and operating, repairing, reconstructing, and restoring the Property.

c. Grantee agrees that it will indemnify and hold harmless Grantor, and its Special Districts, elected officials and appointed officers, agents, and/or employees from any and all liability, loss or damage, including but not limited to demands, claims, actions, fees, costs and expenses (including without limitation attorney and expert witness fees) arising from or connected with any act or omission by Grantee, its agents or employees, arising out of the exercise by Grantee, or its officers, agents or employees, of any of the rights granted to it by this Easement. Grantee shall not be obligated to indemnify Grantor for any liability and expense arising from the active negligence of Grantor, its Special Districts, elected officials and appointed officers, agents and or employees for any liability and expense arising from the active negligence of Grantor its Special Districts, elected officials and appointed officers, agents and or employees.

d. *Liability Insurance*. The HOA shall, and shall cause the HOA Contractors to obtain and maintain Commercial General Liability Insurance in accordance with this Section d. The HOA and each HOA Contractor shall obtain such insurance commencing no later than the ten (10) days prior to

the first entry on, or use of, the Property by the HOA or the HOA Contractor, as applicable, and maintain such insurance through any and all periods in which any entry on, or use of, the Property by the HOA or the HOA Contractor, as applicable. Neither the HOA nor any HOA Contractor may enter or use of, the Property unless such person is in compliance with the insurance requirements set forth in this Section d. The Commercial General Liability Insurance shall: (i) include contractual liability insurance coverage and broad form property damage coverage; (ii) have a minimum combined single limit of liability of at least Two Million Dollars ($2,000,000) (or, alternatively, a minimum single limit of liability per each occurrence of at least One Million Dollars ($1,000,000) with at least Three Million Dollars ($3,000,000) of general aggregate coverage), which policy limits shall not be self-reducing for costs of defense and may be increased by County from time to time, as appropriate, to a then customary amount which provides a similar amount of coverage as a $2 million/$3 million policy currently provides property owners by notifying the HOA in writing; (iii) cover all contractual and indemnification obligations of the named insured under this Easement, and all bodily injury, property damage, personal and advertising injuries and other covered loss, however occasioned, occurring during the policy term; (iv) be written on an "occurrence" basis (and not a "claims made" basis); and (v) shall have a deductible not to exceed, in the aggregate, Twenty-Five Thousand Dollars ($25,000) which deductible may be increased by County from time to time, as appropriate, to a then customary amount in accordance with increases of policy limit requirements by notifying the HOA in writing.

Additional Insureds. The Commercial General Liability Insurance shall name County and such other persons as designated by County from time to time as additional insureds, and provide the additional insureds with the same coverage as provided to the named insured (it being understood that coverage of all additional insureds shall be primary and non-contributory, any other insurance maintained by any additional insured shall be excess insurance only and any additional insured may satisfy (but shall not be obligated to satisfy) and policy condition required to be satisfied by the named insured).

Form of Insurance. The insurance required to be carried under this Easement shall be written in a form and content, and by insurance companies, reasonably satisfactory to County. Additionally, all insurance companies writing such policies must by duly admitted (or qualified to do business) in the State of California. All insurance policies shall be endorsed to provide County and the additional insureds within thirty (30) days' prior written notice cancellation or material change in terms.

Proof of Insurance. The HOA shall deliver to County, within ten (10) days prior to any entry on, or use of, the Property and upon the renewal of each policy to be maintained in accordance with Section d of this Easement, evidence reasonably satisfactory to County that the HOA has procured and is maintaining insurance in compliance with Section d of this Easement, which evidence shall include certificates of insurance and copies of the applicable additional insured endorsements.

No Limitation of Liability. The limits of the insurance required by Section d of this Easement shall not limit the liability of the HOA or any HOA Contractor, nor shall obtaining and maintaining any insurance relieve the HOA or any HOA Contractor of any of their respective obligations under this Easement or any other agreement.

e. The provisions and conditions contained in the Easement shall be binding upon Grantee, its successors and assigns.

f. Grantee acknowledges that no surface rights are herein created except the right to ingress and egress in, on, over and across the Property to be improved by Grantee for the initial installation, periodic use, maintenance, repair, and/ or replacement of the landscaping materials and Improvements installed on the Property.

g. Grantor reserves the right to use the Property for any and all purposes consistent with enjoyment of the Easement herein granted, provided that said purposes do not interfere with or limit Grantee's ability to construct, maintain, and/or repair the landscaping materials and the Improvements.

h. Grantee acknowledges that a perpetual height restriction will be imposed on the Property that limits any tree or landscaping material placed upon the Property not to exceed the height of the top of the County's six foot high perimeter fence or wall. The Grantor shall retain the right to enforce this condition by any means, including the removal or trimming of a tree or landscaping material, along with the right to recover any associated costs to enforce this condition from Grantee.

i. County shall transfer to HOA the existing water service to the Property for the purpose of slope irrigation. HOA shall assume the cost and responsibility for the repair, operation, and maintenance of the existing irrigation system and landscaping on the slope.

j. HOA shall provide power to the irrigation controller located on the slope at its cost.

k. Both parties agree to the recordation of this Easement so long as all the above conditions are met.

Dated 7/29/10

BEL VINTAGE HOMEOWNERS ASSOCIATON

By: _____ President.
Vincent De Rosa
President

COUNTY OF LOS ANGELES

By: _____
Gloria Molina
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of
The Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM

ANDREA SHERIDAN ORDIN
County Counsel

By: _____
Deputy County Counsel

Acknowledgement of Easement Deed

This is to acknowledge that the interest in real property conveyed or transferred to the Bel Vintage Homeowners Association by the attached Easement Deed, dated _____, 2010, executed by the County of Los Angeles, a body corporate and politic, is hereby accepted by the undersigned officer on behalf of the Bel Vintage Homeowners Association.

By: _____ President
Vincent De Rosa, President

Dated: 7/29/10

STATE OF ~~CALIFORNIA~~ Hawaii
COUNTY OF ~~LOS ANGELES~~ Maui

On August 4, 2010 before me Twyla Kukahiko, Notary Public, personally appeared Vincent De Rosa, 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)
Twyla Kukahiko
Expiration Date: February 3, 2012

TWYLA KUKAHIKO NOTARY 08-34 PUBLIC STATE OF HAWAII

(This Area for Seal)

NOTARY CERTIFICATE, STATE OF HAWAII
Doc. Description/ID: Landscape slope easement
Doc. Date: 7/29/10 Pages: 4
Notary Name: Twyla Kukahiko 2nd Circuit
Notary Signature 8/4/10 Cert. Date

TWYLA KUKAHIKO NOTARY 08-34 PUBLIC STATE OF HAWAII

EXHIBIT A

Project Name. SAN DIMAS MICROWAVE SITE
SHERIFF MICROWAVE
TRANSMITTER SITE 2-28LC
Includes Parcel No 2-28S
File with FRANK G. BONELLI REGIONAL
COUNTY PARK (1)
A.I N 8448-059-900
T G 600 (B7)
I.M 129-337
Fifth District
JPF1813

LEGAL DESCRIPTION

PARCEL NOS. 2-28LC and 2-28S (Easement for landscaping & slope purposes)·

That portion of that certain parcel of land of Rancho San Jose finally confirmed to Dalton, Palomares and Vejar, as shown on map recorded in Book 2, pages 292 and 293, of Patents, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, described as PARCEL 1 in deed to said county, recorded on July 30, 1975, as Document No 2961, in Book D6744, page 788, of Official Records, in the office of said Registrar-Recorder/County Clerk, within the following described boundaries.

Beginning at the northwesterly corner of said PARCEL 1; thence North 89°58'18" East along the northerly line of said PARCEL 1, a distance of 300 03 feet to the northeasterly corner of said PARCEL 1, thence South 0°03'45" East along the easterly line of said PARCEL 1, a distance of 49 70 feet, thence South 88°38'37" West 222.20 feet; thence South 0°46'30" West 165 81 feet, thence North 86°56'19" West 75.61 feet to the westerly line of said PARCEL 1, thence North 0°03'11" West along said westerly line, a distance of 216 53 feet to the point of beginning

Containing. 28,435 ± square feet.

APPROVED AS TO DESCRIPTION

June 21, 2010

COUNTY OF LOS ANGELES

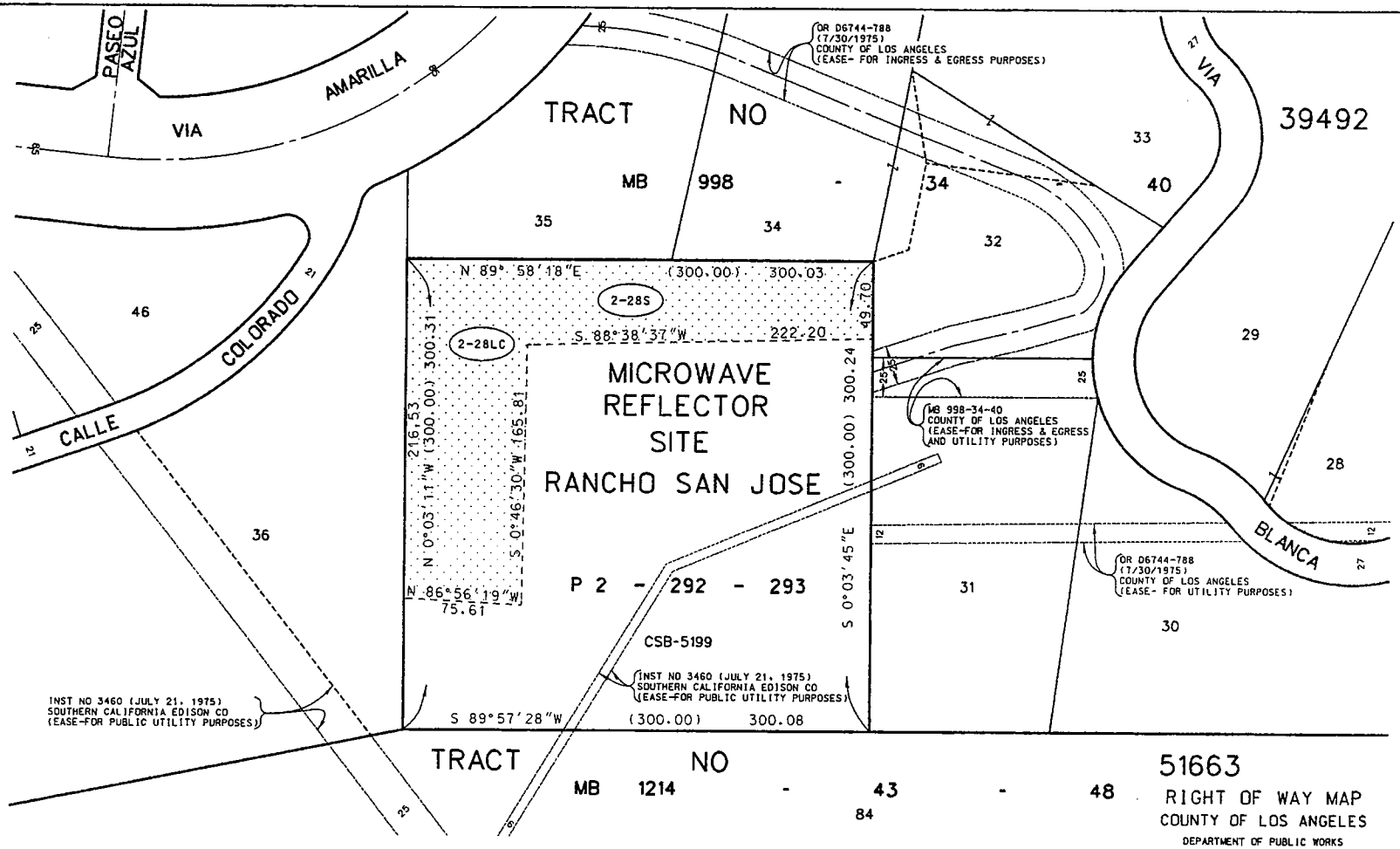
By

SUPERVISING CADASTRAL ENGINEER III
Mapping and Property Management Division

This real property description has been prepared in conformance with the Professional Land Surveyors Act. The signatory herein is exempt pursuant to Section 8726 of the California Business and Professions Code.

JMB C:\MyFiles\Word\legals\san dimas micro site.doc

LANDSCAPING & SLOPE EASEMENT
EXHIBIT B



N
MAPPING SERVICES

FEET
0 20 40 60 80
80 40 0
SCALE

RIGHT OF WAY MAP
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
GAIL FARBER
DIRECTOR OF PUBLIC WORKS
SURVEY/MAPPING AND PROPERTY MANAGEMENT DIVISION

ALL IN THE CITY OF SAN DIMAS

PARCEL NO.	PROPERTY OWNER	VESTING DEED	AREA TOTAL	AREA ACQ	ACQ. RECORDING DATA O.R. DOCUMENT NO.	REFERENCES	REVISED
2-28LC	COUNTY OF LOS ANGELES	OR D6744-788 (7/30/1975)	2.060± AC	28.435±		TG 600 (B7) IM 129-337	
2-28S							

PREPARED BY: J BURGESS
CHECKED BY: H CHENG
BY DIRECTION OF:
DATE: JUNE 21, 2010

APPROVED BY: SURVEY/MAPPING & PROPERTY MANAGEMENT — DATE 6-21-2010

PROJECT NAME
SAN DIMAS MICROWAVE SITE
See: SHERIFF MICROWAVE TRANSMITTER SITE (2)
File with: FRANK G. BONELLI REGIONAL PARK (1)
ID No.: MPM0000162

SHEET 1 OF 1 SHEET

PART NAME: MPM1044004.RWE.DRW
DRAWN/REVISED: DATE: BY:

LEGEND

RECORD DISTANCES SHOWN IN ( ).
DISTANCES SHOWN IN FEET UNLESS OTHERWISE INDICATED.
AREAS SHOWN IN SQUARE FEET UNLESS OTHERWISE INDICATED.
LC IN PARCEL DESIGNATION DENOTES EASEMENT FOR LANDSCAPING PURPOSES.
S IN PARCEL DESIGNATION DENOTES EASEMENT FOR SLOPE PURPOSES.