

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # *B-3

Urgent

Routine

AGENDA DATE March 12, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approve and Authorize the Chairman of the Board of Supervisors to Execute a Grant of Easement for Facilities to AT&T at 1905 Richland Avenue, Ceres to Provide Connection of Improved High-Speed Data Service to the Stanislaus Office of Education Ceres Community School Site

STAFF RECOMMENDATIONS:

Authorize the Chairman of the Board of Supervisors to sign and record a Grant Deed to Pacific Bell Telephone Company, a California Corporation, dba AT&T California for placement of an overhead utility pole to provide telecommunications/optical data service to the Stanislaus County Office of Education Ceres Community School site on County property at 1905 Richland Avenue, Ceres (APN 040-008-016)

FISCAL IMPACT:

The proposed Grant of Easement for Facilities will allow AT&T California to place a utility pole near the edge of existing County property at 1905 Richland Avenue, Ceres and to install high-speed optical internet services to the Ceres Community School. The Community School is located on County property (APN 040-008-016) that is also occupied by Behavioral Health and Recovery Services (BHRS) Stanislaus Recovery Center. The Community School is located in the former south parking lot adjacent to the former Memorial South hospital building, just south of the Stanislaus Recovery Center.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2013-104

On motion of Supervisor Withrow, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None


1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST:

CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approve and Authorize the Chairman of the Board of Supervisors to Execute a Grant of Easement for Facilities to AT&T at 1905 Richland Avenue, Ceres to Provide Connection of Improved High-Speed Data Service to the Stanislaus Office of Education Ceres Community School Site
Page 2

FISCAL IMPACT: (Continued)

The proposed easement will allow data service to be provided from AT&T California's infrastructure to the Stanislaus County Office of Education school facility. The six foot by four foot easement will be located in the landscaped southern perimeter of the Ceres property.

AT&T California will conduct the work. There is no cost to Stanislaus County for this project.

DISCUSSION: (Continued)

The Easement, described in Exhibit "A" and shown in Exhibit "B" will provide for a utility pole to be installed between the Community School and the communications network. The utility pole and easement would remain in place even if the Ceres Community School were to relocate in the future; leaving access to the data infrastructure in place.

County staff in Behavioral Health and Recovery Services, Public Works and Parks & Recreation have reviewed and concurred with the easement plan.

POLICY ISSUES:

Approval to Authorize the Chairman of the Board of Supervisors to sign and record this Grant of Easement will provide high-speed data access for the Ceres Community School, supporting the Board's priorities of A Well-Planned Infrastructure System and Effective Partnerships.

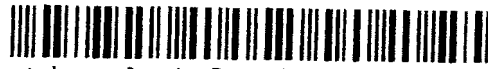
STAFFING IMPACT:

There is no staffing impact associated with approval of this item and the execution of a grant for this utility deed. All work associated with this project is being provided by AT&T California and the Stanislaus County Office of Education.

CONTACT:

Patricia Hill Thomas, Chief Operations Officer. Telephone: (209) 525-6333.

Attachment: Grant of Easement
Exhibit "A" – Legal Description
Exhibit "B" – Map



Stanislaus, County Recorder
 Lee Lundrigan Co Recorder Office
DOC- 2013-0029328-00

RECORDING REQUESTED BY:

Stanislaus County

Acct 402-Counter Customers
 Friday, APR 05, 2013 12:37:26
 Ttl Pd \$32.00 Rcpt # 0003359769
 BOB/R2/1-7

AND WHEN RECORDED MAIL TO:

Pacific Bell Telephone Company
 dba AT&T California
 Right-Of-Way Dept.
 1413 Bourbon St
 Stockton CA 95204
 Attn.: Debbie Chiulli

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN.: 040-008-016
 Job No.: 8693880; Project No.: 267575-1-1
 ROW No.: STA82594

Pursuant To Revenue & Taxation Code Section 11911, This Document is Exempt From Documentary Transfer Tax In That This is A Conveyance Of An Easement And That There is No Consideration And/Or Value.

GRANT OF EASEMENT

For valuable consideration, THIS GRANT OF EASEMENT, entered into by the undersigned, hereinafter referred to as "Grantor", and PACIFIC BELL TELEPHONE COMPANY, a California Corporation dba AT&T California, its associated and affiliated companies, its and their successors, assigns, lessees and agents, hereinafter referred to as "Grantee", wherein Grantor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant unto Grantee: 1) a non-exclusive easement (the "Easement") over that certain real property (the "Grantor's Property") as more fully described on Exhibit A attached hereto and incorporated herein by reference, the area of which is depicted on Exhibit B attached hereto and incorporated herein by reference; and 2) a non-exclusive blanket easement (the "Blanket Easement") over Grantor's Property described on Exhibit C attached hereto and incorporated herein by reference. The Easement and Blanket Easement (collectively, the "Easement Areas") granted herein are for all purposes (including, without limitation whatsoever, excavation and backfill) related to the aerial and/or underground installation, construction, operation, inspection, maintenance, and removal or destruction of conduit, cabling (including but not limited to fiber optic cabling), manholes, cable risers, connector terminals, repeaters, testing terminals, route markers, and such other facilities necessary to accommodate Grantee's future technological needs (collectively or individually, the "Facilities") for the transmission of signals used in the provision of any public or private communication video and/or information services (and/or any other services for which such Facilities may be used), including from any abutting premises or public rights-of-way over, under or through Grantor's Property. The actual location of the Facilities within the Blanket Easement shall be subject to the mutual, written agreement of the parties, and Grantor may from time to time request that Grantee provide a legal description of the location of the installed Facilities within the Blanket Easement, not to exceed ten feet (10') in width for each Facility, and substitute such legal description for the Blanket Easement provided for herein; provided however, Grantor shall be solely responsible for all costs to provide such legal description, including but not limited to, the costs of any survey required therefore and costs of recordation. Grantee shall cooperate with Grantor in the preparation, execution and recordation of an Amendment to Grant of Easement necessary to substitute such legal descriptions.

THIS GRANT OF EASEMENT is subject to and incorporates the following rights and conditions of the Parties:

1. The right of Grantee to clear and trim trees, overhanging branches, roots, brush and other obstructions in and around the Easement Areas.

2. The right of Grantee to install temporary gates and/or fences in and around the Easement Areas.

3. Grantee shall repair and restore Grantor's Property as necessary following any construction and/or maintenance work performed.

4. Grantee shall make or cause to be made such repairs and take such action as is necessary to maintain the Easement Areas, and Grantee's Facilities and other improvements at all times in good condition and repair, and to prevent or remedy the destruction, damage or deterioration of Grantor's Property due to activities under the control of Grantee or associated with Grantee's Facilities.

5. Grantor reserves the right to use and enjoy its interest in the Easement Areas, insofar as the exercise thereof does not endanger or interfere with the construction, operation and maintenance of Grantee's Facilities and/or those other rights herein granted to Grantee.

6. Grantor warrants that it is the owner of the land here conveyed and has the right to make this conveyance, and Grantor covenants that Grantee may quietly enjoy the Easement Areas for the uses and purposes herein stated.

7. Grantor warrants that it has no knowledge of any environmental hazards affecting the Easement Areas.

8. Grantor, as Customer, and Grantee, as Service Provider, have entered into that certain Master Agreement dated June 26th 2012 ("Agreement"), for such services and equipment as provided for in the Agreement. The Parties hereto agree that upon the expiration, cancellation and/or termination of the Agreement, Grantee shall cause to be recorded in the Official Records of the County of Stanislaus, a Quitclaim Deed remising, releasing and forever quitclaiming to the Stanislaus County Office of Education, a political subdivision of the State of California, all of its right, title and interest in and to the particular parcel no longer covered by the Agreement. It is the intent of the Parties that such Quitclaim Deed shall effectively remove this Grant of Easement relating to the Blanket Easement from the title.

9. All notices required or provided for under this Grant of Easement shall be in writing, delivered in person or by certified mail, return receipt requested, or by a nationally recognized overnight delivery service addressed to the Parties as indicated below.

If to Grantor: Stanislaus County Chief Executive Office
Attn.: Patricia Hill Thomas
Chief Operations Officer
1010 Tenth Street, Suite 6800
Modesto, CA 95354

If to Grantee: AT&T California
Right-of-Way Department
1413 Bourbon St.
Stockton CA 95204

10. Each individual executing this Grant of Easement on behalf of each respective Party acknowledges and warrants that it: (i) has full authority to execute this Grant of Easement on behalf of such Party, (ii) this Grant has been duly authorized and approved by such Party, and (iii) this Grant constitutes a valid and binding obligation of such Party.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant of Blanket Easement as of the date set forth below.

Executed this 12th day of March, 2013.


GRANTOR:

County of Stanislaus,
a political subdivision of the State of
California

By: 
Vito Chiesa, Chairperson
Stanislaus County Board of Supervisors

Its: _____

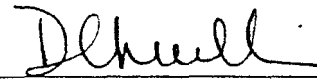
APPROVED AS TO FORM:


Stanislaus County Counsel

GRANTEE ACCEPTANCE:

The undersigned Grantee hereby accepts
this Grant of Easement and agrees to be
bound by it.

Pacific Bell Telephone Company,
a California corporation dba AT&T California

By: 
DEBORA L. CHIULLI

Its: Right of Way Manager/AT&T

Dated: 3-8-13

NOTARY CERTIFICATE OF ACKNOWLEDGEMENT

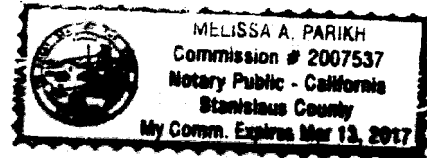
STATE OF CALIFORNIA,)
COUNTY OF Stanislaus)

On March 12, 2013 before me, Melissa A. Parikh, Notary Public
(here insert name and title of the officer), personally appeared Vito Chiesa,
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 Melissa A Parikh (Seal)



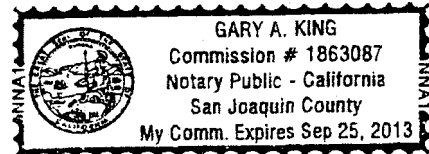
STATE OF CALIFORNIA,)
COUNTY OF San Joaquin)

On March 8, 2013 before me, Gary A. King, Notary Public
(here insert name and title of the officer), personally appeared Debra L. Chiulli,
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 [Signature] (Seal)



8693880
ATT1107-120x

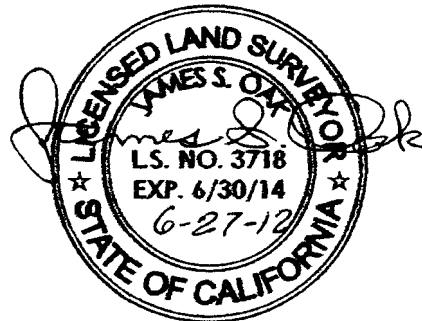
EXHIBIT "A"
LEGAL DESCRIPTION

City of Ceres
Stanislaus County
A.P.N. 040-008-016

An easement, over and across all that portion of that certain real property conveyed to County of Stanislaus, a Political Subdivision of the State of California, by deed recorded January 29, 1999, as Document Number 99-0009657, Stanislaus County Records, located in the Southeast quarter of Section 10, Township 4 South, Range 9 East, Mount Diablo Base and Meridian, in the City of Ceres, County of Stanislaus, State of California, described as follows:

COMMENCING at an iron pipe at the Northwest corner of Rose Village, recorded March 24, 2006, in Book 43 of Maps, Page 5, Stanislaus County records, said corner being on the West line of a 30.00 foot wide street known as Arthur Way, as said street is shown on map of Sequoia Tract, recorded January 15, 1948, in Volume 16 of Maps, Page 53, Stanislaus County Records; thence North 00° 51' 30" West 347.3 feet, more or less, along said West line of Arthur Way, to the South line of said Stanislaus County land; thence Westerly 100.00 feet along said line to the **POINT OF BEGINNING**; thence continuing Westerly 4.00 feet; thence at right angles Northerly 6.00 feet; thence at right angles Easterly 4.00 feet; thence at right angles Southerly 6.00 feet to the point of beginning.

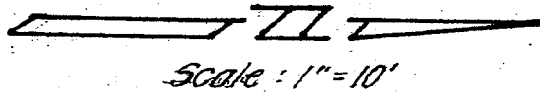
See attached Exhibit "B"



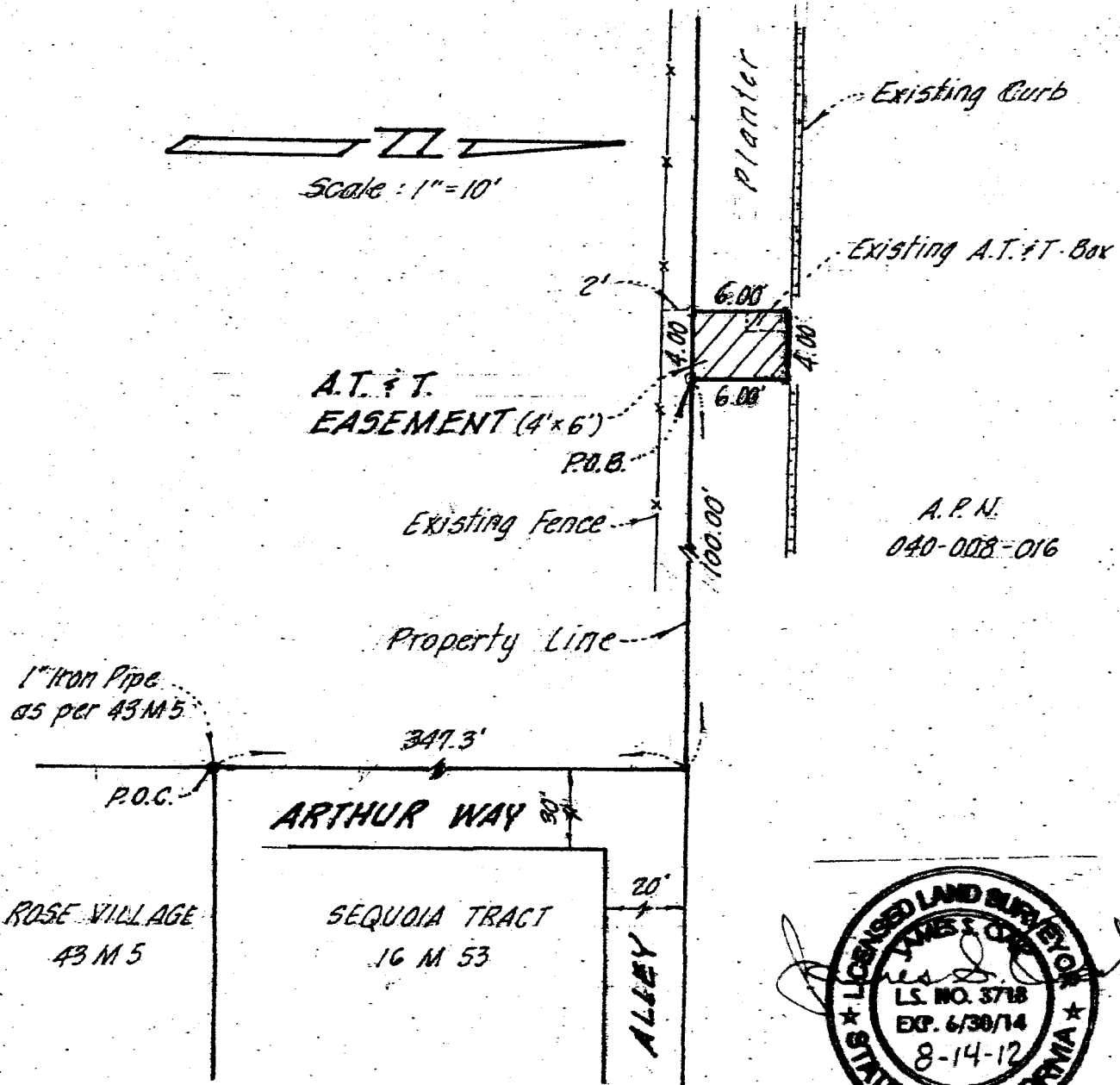
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EXHIBIT "B"

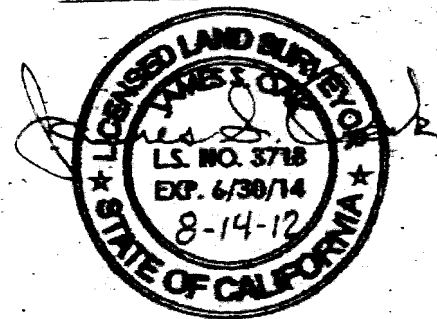
Ceres
Stanislaus Co.
A.P.N. 040-008-016



Scale: 1" = 10'



A.P.N.
040-008-016



Surveyed June 26, 2012

Exhibit C

Properties Covered by Blanket Easement

Assessor's Parcel Number:

040-008-016

Property Address:

1905 Memorial Dr., Ceres CA 95307