

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: City Administrator
g_keefe@ci.lompoc.ca.us

DATE: October 18, 2005

SUBJECT: Acceptance of Grant of Easement for Public Bikeway/
Pedestrian Walkway over Federal Correctional Complex Land

RECOMMENDATION: That the City Council:

a. accept a grant of easement from the United States of America over Federal Correctional Complex land (APN 095-040-011) for purposes of installation, operation, and maintenance of a public bikeway/pedestrian walkway between the City and Alan Hancock College and other points north of the City limits; and

b. authorize the Mayor to execute the attached Easement Agreement between the City of Lompoc and the United States of America, acting through its Department of Justice; and

c. direct the City Clerk to request recordation of the executed Easement Agreement in the Official Records of the County of Santa Barbara.

Respectfully submitted,



Gary P. Keefe
City Administrator

Attachment: Easement Agreement

Recording requested by:

City of Lompoc

When recorded mail to:

City Clerk
City of Lompoc
100 Civic Center Plaza
Lompoc, CA 93438

DOCUMENTARY TRANSFER TAX IS NOT APPLICABLE.
NO FEE PER GOVERNMENT CODE 6103

A.P.N. 095-040-011

EASEMENT AGREEMENT

Public Bike/Pedestrian Walkway Easement
and
Temporary Public Bike/Pedestrian Walkway Construction Easement

This Easement Agreement made and entered into by and between the **UNITED STATES OF AMERICA**, acting by and through Virginia P. Butler, Chief, Land Acquisition Section, Environment and Natural Resources Division, U.S. Department of Justice, P.O. Box 561, Ben Franklin Station, Washington, D.C. 20044 ("Grantor") and **CITY OF LOMPOC**, a California Municipal Corporation, City Hall, 100 Civic Center Plaza, Post Office Box 8001, Lompoc, CA 93438-8001 ("Grantee").

WITNESSETH:

By virtue of 18 U.S.C. § 4001 the Attorney General of the United States of America has supervision and control over the Federal Bureau of Prisons (the "Bureau") and the Federal Correctional Complex located in Lompoc, Santa Barbara County, California ("FCC Lompoc").

Pursuant to 40 U.S.C. § 1314 (formerly 40 U.S.C. 319, 319a, 319b and 319c) the

Attorney General has authority to grant to any state or agency thereof, or any person, rights-of-way or easements in land under his supervision and control upon such terms and conditions as he deems advisable.

The Attorney General's authority to make such determinations and grants was delegated under 5 U.S.C. § 301 and 28 U.S.C. §§ 509 and 510, 28 C.F.R. § 0.69, Order No. 736-77, 42 F.R. 38177, to the Assistant Attorney General in charge of the Environment and Natural Resources Division.

The Assistant Attorney General, Environment and Natural Resources Division, acting pursuant to Title 28 of the Code of Federal Regulations, and in particular 28 C.F.R. § 0.69, issued Environment and Natural Resources Division Directive No. 26-95, which delegated to the Chief of the Land Acquisition Section, Environment and Natural Resources Division, authority to grant rights-of-way or easements in land under the supervision and control of the Attorney General.

Grantee has made application for grant of two easement over land owned by Grantor in order to construct, install, and maintain a public bikeway/pedestrian walkway, across a portion of FCC Lompoc. It is deemed advantageous to Grantor that such easement be granted, and it has been determined that grant of the easements will not interfere with any purposes for which the hereinafter described land is being used by Grantor.

NOW, THEREFORE,

Grantor, acting under and by virtue of the authority of the aforesaid Acts of Congress and in consideration of the covenants and conditions hereinafter set forth and community goodwill, and without monetary consideration, does hereby quitclaim to Grantee, its successors and assigns, subject to the conditions and provisions hereinafter set forth.

- A. an easement for installation, operation and maintenance of a public bikeway/pedestrian walkway, over and across the following land owned by the United States of America, which constitutes a part of FCC Lompoc:

**Land located in Santa Barbara County,
California, as described on Exhibit "A", and as
depicted on a Detail Map for Parcel "A", both of
which are attached hereto and incorporated
herein,**

together with the right to trim, cut, fell and remove therefrom all trees,

underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way, and

- B. a temporary construction easement for installation, operation and maintenance of a public bikeway/pedestrian walkway, over and across the following land owned by the United States of America, which constitutes a part of FCC Lompoc:

Land located in Santa Barbara County, California, as described on Exhibits "B", "C" and "D", and as depicted on Detail Map for Parcel "B", Detail Map for Parcel "C", and Detail Map for Parcel "D", all of which are attached hereto and incorporated herein,

reserving, however, to the Grantor and its assigns, in both easements, all right, title, interest and privilege as may be used and enjoyed without interfering with or abridging the rights being conveyed herein, including the right to use the surface of such land as access to its adjoining land.

This easement is granted subject to any preexisting easements for roads, highways, railroads, pipelines and public utilities, and also subject to the following provisions and conditions:

1. Construction, installation, and maintenance of the public bikeway/pedestrian walkway shall be performed without expense to the Bureau, except to the extent that contract(s) with the United States provide otherwise.
2. Construction, installation, and maintenance of the public bikeway/pedestrian walkway shall be done with as little inconvenience to Grantor as is consistent with reasonable progress. Any damage to the land at FCC Lompoc, including fences, roads or other facilities, shall be properly corrected to the satisfaction of the Wardens of FCC Lompoc.
3. Grantee shall install, operate, maintain, repair and replace the public bikeway/pedestrian walkway in the easement area in a manner that complies with all pertinent federal and state environmental laws and so as to prevent and avoid any threatened or actual release or disposal of any hazardous substance as identified in accordance with any pertinent federal or state environmental laws. In the event that any liability does arise under federal and/or state environmental laws as a result of Grantee's use of the easement, or because of activities that are found to be associated with Grantee's use of the easement, Grantee shall indemnify the United States government for any and all cleanup costs, response costs, natural resource damages, penalties or other costs for which the government is found liable, including the costs of any studies and investigations necessary to determine an appropriate response to the

contamination, and of any cleanup or other response costs which the United States government is required or obliged to undertake.

4. Grantee shall at all times keep the Wardens of FCC informed of any activity occurring on the FCC Lompoc property incident to exercise of the easement herein granted, including information on the beginning and completion of the public bikeway/pedestrian walkway construction, and notification prior to ingress for the purpose of relocation, repair or maintenance of any uncompleted portions of the public bikeway/pedestrian walkway.

5. Grantee shall restore said premises to substantially the same condition that premises were in prior to installation or repair of the public bikeway/pedestrian walkway.

6. Grantee shall relocate any and all existing gas lines, sewer lines, water lines, poles and all other utility lines and pipes which are to be disturbed because of the installation of the public bikeway/pedestrian walkway.

7. Grantee shall protect any existing boundary markers removed by construction and reset them in their original locations.

8. Grantee shall observe any and all regulations of the Federal Bureau of Prisons regarding the storage of tools, machinery and equipment, including the supervision of motor vehicles on, or in proximity of the FCC Lompoc.

9. In the event that this easement, or any part thereof, shall be abandoned, then upon such abandonment the easement, or part thereof so abandoned, shall cease and determine, and revert to and become revested in the United States of America as fully and completely as if the easement had not been granted upon written notice of such termination being given to Grantee, its successors or assigns, which shall be effective as of the date of such notice.

10. The provisions and conditions of this Easement Agreement shall extend to and be binding upon and shall enure to the benefit of the successors and assigns of both parties.

11. Grantee shall retain the original of this Easement Agreement and shall date and endorse a duplicate copy thereof. The easement shall not become effective until delivery of the signed assent to the Wardens of FCC Lompoc.

12. The temporary construction easement shall cease and terminate upon completion of construction of the Bikeway/Walkway and the approval of a Notice of Completion by the Lompoc City Council, or after five years from the recording date of this Easement Agreement, whichever comes first.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name

and caused the seal of the U.S. Department of Justice to be affixed as of this 17th day of June, 2005.



By: Virginia P. Butler
Virginia P. Butler
Chief, Land Acquisition Section
Environment and Natural Resources
Division

The terms and conditions of this Easement Agreement are hereby accepted
on behalf of CITY OF LOMPOC, CALIFORNIA

By: _____
(Signature)

(Type Name)

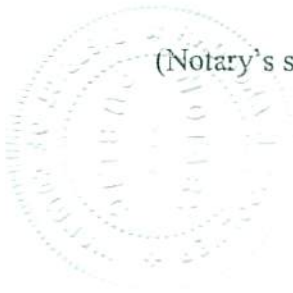
Its: _____
(Title)

DISTRICT OF COLUMBIA,
CITY OF WASHINGTON

I, a Notary Public in and for the District of Columbia, do hereby certify that Virginia P. Butler, personally known to me, and known to me to be the Chief, Land Acquisition Section, Environment and Natural Resources Division, U.S. Department of Justice, and who in such capacity executed the foregoing Easement Agreement, this day personally appeared before me and acknowledged that the said Easement Agreement is the free act and deed of the United States of America, and that she executed the same in his capacity aforesaid for the uses and purposes

therein expressed and with full authority to do so.

In witness whereof I have hereunto set my hand and affixed my official seal this 17TH
day of JUNE, 2005. My commission expires: 04-30-2010.



(Notary's seal)

Rhodora N. Woolner

NOTARY PUBLIC in and for the District of Columbia

Rhodora N. Woolner

Notary Public for the District of Columbia

Notary's name printed Expires: April 30, 2010

State of _____

County of _____

On _____ before me, _____
(name and title of officer), personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument and acknowledged to me that he
executed the same in his authorized capacity, and that by his signature on the instrument the
person, or the entity upon behalf of which the person acted, executed the instrument..

In witness whereof, I hereunto set my hand and official seal.

Title of Officer

(Notary's seal)

NOTARY PUBLIC (signature)

Notary's name printed

My commission expires: _____

EXHIBIT "A"

Being an easement for the construction, installation and maintenance of a bikeway and or pedestrian walkway for the public ("Bikeway/Walkway Easement") over, along, under and across portions of the Rancho Mission De La Purisima and the Ranchos Lompoc Y Mission Vieja, in the County of Santa Barbara, State of California, more particularly described as follows:

Parcel "A"

Beginning at the point of intersection of the southerly line of the land shown on the map filed in Book 145, Page 11 of Record of Surveys, records of said County, with the westerly line of State Highway 1 as shown on said map. Said point of beginning also being the northeast corner of an easement deeded to the City of Lompoc by deed recorded January 26, 1998. Instrument No. 98-004339, in the Official Records of said County:

Thence 1st, N82°09'41"W, along said southerly line and northerly line of said easement, a distance of 64.99 feet to the northwest corner of said easement;

Thence 2nd, leaving said southerly line and along the westerly line of said easement, S07°52'40"W, a distance of 67.47 feet to a point hereinafter known as the True Point Of Beginning of Parcel "A";

Thence 3rd, N78°23'10"W, a distance of 424.41 feet;

Thence 4th, S89°53'45"W, a distance of 167.43 feet;

Thence 5th, S86°29'31"W, a distance of 399.92 feet to an angle point on the southerly property line of said land;

Thence 6th, leaving said southerly property line, S87°14'16"W, a distance of 668.41 feet;

Thence 7th, N50°09'10"W, a distance of 745.67 feet;

Thence 8th, N09°22'14"W, a distance of 134.47 feet;

Thence 9th, N22°42'34"E, a distance of 179.50 feet, to a point on the southerly property line of said land;

Thence 10th, N80°23'07"W, along said southerly property line, a distance of 107.43 feet;

Thence 11th, leaving said southerly property line, S24°43'39"W, a distance of 180.20 feet;

Thence 12th, S04°17'58"E, a distance of 81.98 feet;

Thence 13th, S20°30'21"E, a distance of 87.35 feet;

Thence 14th, S31°04'44"E, a distance of 168.64 feet;

Thence 15th, S43°05'30"E, a distance of 104.31 feet;

Thence 16th, S62°29'36"E, a distance of 87.55 feet;

Thence 17th, S68°33'59"E, a distance of 120.96 feet;

Thence 18th, S32°50'08"E, a distance of 125.74 feet;

Thence 19th, S24°22'01"E, a distance of 116.37 feet;

Thence 20th, S58°44'55"E, a distance of 111.91 feet;

Thence 21st, S74°58'08"E, a distance of 89.22 feet;

Thence 22nd, N75°00'54"E, a distance of 291.56 feet;

Thence 23rd, N82°25'02"E, a distance of 280.12 feet;

Thence 24th, N85°04'40"E, a distance of 532.53 feet;

Thence 25th, N89°53'45"E, a distance of 108.54 feet;

Thence 26th, S86°51'16"E, a distance of 66.43 feet;

Thence 27th, S77°19'46"E, a distance of 412.90 feet, to the southwest corner of said easement:

Thence 28th, along the northerly line of said easement, N07°52'40"E, a distance of 39.25 feet to the True Point Of Beginning of Parcel "A".

Containing 5.03 acres, more or less.



SEE ATTACHED DETAIL MAP FOR PARCEL "A"

EXHIBIT "B"

Being a temporary easement for the construction, installation and maintenance of a bikeway and or pedestrian walkway for the public ("Bikeway/Walkway Easement") over, along, under and across portions of the Rancho Mission De La Purisima and the Ranchos Lompoc Y Mission Vieja, in the County of Santa Barbara, State of California, more particularly described as follows:

Parcel "B"

Beginning at the point of intersection of the southerly line of the land shown on the map filed in Book 145, Page 11 of Record of Surveys, records of said County, with the westerly line of State Highway 1 as shown on said map. Said point of beginning also being the northeast corner of an easement deeded to the City of Lompoc by deed recorded January 26, 1998, Instrument No. 98-004339, in the Official Records of said County;

Thence 1st, N82°09'41"W, along said southerly line and northerly line of said easement, a distance of 64.99 feet to the northwest corner of said easement and a point hereinafter known as the True Point Of Beginning of Parcel "B";

Thence 2nd, N82°09'41"W, along said southerly line, a distance of 457.30 feet to an angle point on the southerly property line of said land;

Thence 3rd, S82°44'52"W, along the southerly property line of said land, a distance of 542.88 feet to an angle point on the southerly property line of said land;

Thence 4th, leaving said southerly property line, N86°29'31"E, a distance of 399.92 feet;

Thence 5th, N89°53'45"E, a distance of 167.43 feet;

Thence 6th, S78°23'10"E, a distance of 424.41 feet to a point on the westerly line of said easement;

Thence 7th, N07°52'40"E, along the northerly line of said easement, a distance of 67.47 feet to the True Point Of Beginning of Parcel "B".

Containing 0.78 acres, more or less.

Said temporary easement shall cease and terminate upon the completion of construction of the "Bikeway/Walkway" and the approval of a Notice of Completion by the Lompoc City Council, or after five years from the recording date of this grant deed, whichever is less.



SEE ATTACHED DETAIL MAP FOR PARCEL "B"

EXHIBIT "C"

Being a temporary easement for the construction, installation and maintenance of a bikeway and or pedestrian walkway for the public ("Bikeway/Walkway Easement") over, along, under and across portions of the Rancho Mission De La Purisima and the Ranchos Lompoc Y Mission Vieja, in the County of Santa Barbara, State of California, more particularly described as follows:

Parcel "C"

Beginning at the point of intersection of the southerly line of the land shown on the map filed in Book 145, Page 11 of Record of Surveys, records of said County, with the westerly line of State Highway 1 as shown on said map. Said point of beginning also being the northeast corner of an easement deeded to the City of Lompoc by deed recorded January 26, 1998, Instrument No. 98-004339, in the Official Records of said County;

Thence 1st, N82°09'41"W, along said southerly line and northerly line of said easement, a distance of 522.29 feet to an angle point on the southerly property line of said land:

Thence 2nd, N82°44'52"E, along the southerly property line of said land, a distance of 542.88 feet to an angle point on the southerly property line of said land, hereinafter known as the True Point Of Beginning of Parcel "C";

Thence 3rd, N50°49'48"W, along the southerly property line of said land, a distance of 1082.99 feet to an angle point on the southerly property line of said land;

Thence 4th, N80°23'07"W, along the southerly property line of said land, a distance of 358.12 feet;

Thence 5th, leaving said southerly property line, S22°42'34"W, a distance of 179.50 feet;

Thence 6th, S09°22'14"E, a distance of 134.47 feet;

Thence 7th, S50°09'10"E, a distance of 745.67 feet;

Thence 8th, N87°14'16"E, a distance of 668.41 feet to the True Point Of Beginning of Parcel "C".

Containing 10.70 acres, more or less.

Said temporary easement shall cease and terminate upon the completion of construction of the "Bikeway/Walkway" and the approval of a Notice of Completion by the Lompoc City Council, or after five years from the recording date of this grant deed, whichever is less.



SEE ATTACHED DETAIL MAP FOR PARCEL "C"

EXHIBIT "D"

Being a temporary easement for the construction, installation and maintenance of a bikeway and or pedestrian walkway for the public ("Bikeway/Walkway Easement") over, along, under and across portions of the Rancho Mission De La Purisima and the Ranchos Lompoc Y Mission Vieja, in the County of Santa Barbara, State of California, more particularly described as follows:

Parcel "D"

Beginning at the point of intersection of the southerly line of the land shown on the map filed in Book 145, Page 11 of Record of Surveys, records of said County, with the westerly line of State Highway 1 as shown on said map. Said point of beginning also being the northeast corner of an easement deeded to the City of Lompoc by deed recorded January 26, 1998, Instrument No. 98-004339, in the Official Records of said County: Being a temporary easement for the construction of Public Bikeway facilities and appurtenances under, in and along portions of the Rancho Mission De La Purisima and the Ranchos Lompoc Y Mission Vieja, in the County of Santa Barbara, State of California, more particularly described as follows:

Thence 1st, N82°09'41"W, along said southerly line and northerly line of said easement, a distance of 64.99 feet;

Thence 2nd, leaving said southerly line and along the westerly line of said easement, S07°52'40"W, a distance of 106.72 feet to the southwest corner of said easement, hereinafter known as the True Point Of Beginning of Parcel "D";

Thence 3rd, leaving said southwest corner, N77°19'46"W, a distance of 412.90 feet;

Thence 4th, N86°51'16"W, a distance of 66.43 feet;

Thence 5th, S89°53'45"W, a distance of 108.54 feet;

Thence 6th, S85°04'40"W, a distance of 532.53 feet;

Thence 7th, S82°25'02"W, a distance of 280.12 feet;

Thence 8th, S75°00'54"W, a distance of 291.56 feet;

Thence 9th, N74°58'08"W, a distance of 89.22 feet;

Thence 10th, N58°44'55"W, a distance of 111.91 feet;

Thence 11th, N24°22'01"W, a distance of 116.37 feet;

Thence 12th, N32°50'08"W, a distance of 125.74 feet;

Thence 13th, N68°33'59"W, a distance of 120.96 feet;

Thence 14th, N62°29'36"W, a distance of 87.55 feet;

Thence 15th, N43°05'30"W, a distance of 104.31 feet;

Thence 16th, N31°04'44"W, a distance of 168.64 feet;

Thence 17th, N20°30'21"W, a distance of 87.35 feet;

Thence 18th, N04°17'58"W, a distance of 81.98 feet;

Thence 19th, N24°43'39"E, a distance of 180.23 feet, to a point on the southerly property line of said property;

Thence 20th, N80°23'07"W, along said southerly property line, a distance of 103.58 feet;

Thence 21st, leaving said southerly property line, S24°43'39"W, a distance of 179.11 feet;

Thence 22nd, S04°17'58"E, a distance of 167.24 feet;

Thence 23rd, S31°04'44"E, a distance of 341.16 feet;

Thence 24th, S62°29'36"E, a distance of 289.35 feet;

Thence 25th, S24°22'01"E, a distance of 250.71 feet;

Thence 26th, S83°30'38"E, a distance of 323.91 feet;

Thence 27th, S84°15'50"E, a distance of 256.81 feet;

Thence 28th, N73°39'51"E, a distance of 441.00 feet;

Thence 29th, S87°12'15"E, a distance of 924.67 feet, to a point on the westerly line of said easement;



EXHIBIT "D" continued

Thence 30th, N07°28'41"E, along said westerly line, a distance of 36.31 feet to the intersection of said westerly line and the southerly line of said easement;

Thence 31st, N87°39'27"W, along said southerly line, a distance of 24.99 feet to the True Point Of Beginning of Parcel "D".

Containing 6.68 acres, more or less.

Said temporary easement shall cease and terminate upon the completion of construction of the "Bikeway/Walkway" and the approval of a Notice of Completion by the Lompoc City Council, or after five years from the recording date of this grant deed, whichever is less.

