

OTAY WATER DISTRICT
ENGINEERING, OPERATIONS & WATER RESOURCES COMMITTEE MEETING
and
SPECIAL MEETING OF THE BOARD OF DIRECTORS

2554 SWEETWATER SPRINGS BOULEVARD
SPRING VALLEY, CALIFORNIA
Board Room

Friday
July 27, 2009
11:30 A.M.

This is a District Committee meeting. This meeting is being posted as a special meeting in order to comply with the Brown Act (Government Code Section §54954.2) in the event that a quorum of the Board is present. Items will be deliberated, however, no formal board actions will be taken at this meeting. The committee makes recommendations to the full board for its consideration and formal action.

AGENDA

1. ROLL CALL
2. PUBLIC PARTICIPATION – OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO SPEAK TO THE BOARD ON ANY SUBJECT MATTER WITHIN THE BOARD'S JURISDICTION BUT NOT AN ITEM ON TODAY'S AGENDA

INFORMATION / ACTION ITEMS

3. AWARD A CONTRACT TO PACIFIC METER SERVICES, INC. IN AN AMOUNT NOT-TO-EXCEED \$148,410 FOR RETROFITTING UP TO 4,500 EXISTING MANUAL READ METERS WITH NEW AUTOMATED METER READ METERS (ANDERSON/PORRAS) [5 minutes]
4. AUTHORIZE THE ISSUANCE OF A BLANKET PURCHASE ORDER TO KIRK PAVING IN AN AMOUNT NOT-TO-EXCEED \$200,000 FOR AS-NEEDED ASPHALT PAVING SERVICES FROM AUGUST 6, 2009 THROUGH JUNE 30, 2010 (ANDERSON/PORRAS) [5 minutes]
5. AUTHORIZATION TO ACQUIRE AN EASEMENT FROM THE GROSSMONT CUYAMACA COMMUNITY COLLEGE DISTRICT FOR THE JAMACHA ROAD 36-INCH POTABLE WATER PIPELINE PROJECT IN AN AMOUNT NOT TO EXCEED \$229,800 (KENNEDY/RIPPERGER) [5 minutes]
6. INFORMATIONAL REPORT ON THE ENFORCEMENT OF EASEMENT ENCROACHMENTS PURSUANT TO DISTRICT CODE OF ORDINANCES SECTION 36.03, ENCROACHMENT IN DISTRICT EASEMENTS (CHARLES) [5 minutes]

7. ADJOURNMENT

BOARD MEMBERS ATTENDING:

Gary Croucher, Chair
Larry Breitfelder

All items appearing on this agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board.

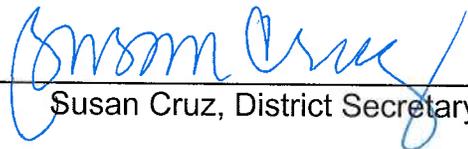
The Agenda, and any attachments containing written information, are available at the District's website at www.otaywater.gov. Written changes to any items to be considered at the open meeting, or to any attachments, will be posted on the District's website. Copies of the Agenda and all attachments are also available through the District Secretary by contacting her at (619) 670-2280.

If you have any disability that would require accommodation in order to enable you to participate in this meeting, please call the District Secretary at 670-2280 at least 24 hours prior to the meeting.

Certification of Posting

I certify that on July 24, 2009 I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Otay Water District, said time being at least 24 hours in advance of the meeting of the Board of Directors (Government Code Section §54954.2).

Executed at Spring Valley, California on June 24, 2009.



Susan Cruz, District Secretary

AGENDA ITEM 3



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	August 5, 2009
SUBMITTED BY:	Frank Anderson, Utility Services Manager	W.O./G.F. NO:	DIV. NO. All
APPROVED BY: (Chief)	Pedro Porras, Chief, Water Operations		
APPROVED BY: (Asst. GM):	Manny Magaña, Assistant General Manager, Engineering & Operations		
SUBJECT:	AWARD OF CONTRACT TO PACIFIC METER SERVICES, INC. FOR MANUAL WATER METER RETROFIT TO RADIO READ METERS		

GENERAL MANAGER'S RECOMMENDATION:

That the Board award a contract to Pacific Meter Services, Inc. in the amount not to exceed \$148,410 for retrofitting up to 4,500 existing manual-read meters with new automated-meter-read (AMR) meters.

COMMITTEE ACTION:

Please see Attachment "A".

PURPOSE:

To provide bid results and obtain authorization to award a contract to retrofit up to 4,500 3/4-inch and 1-inch manual read meters with AMR meters.

ANALYSIS:

As identified with the District's Strategic Plan, manual-read water meters are being retrofitted with radio-read water meters.

Included in the FY 2010 Capital Improvement Budget (CIP 2458) is \$1,375,000 to retrofit approximately 4,500 meters of various

sizes, including parts, contract labor, and staff time. The budgeted amount in this CIP project is to account for contract labor for 3/4-inch and 1-inch retrofits, in-house retrofit of larger than 1-inch meters, the purchase of AMR meters, gaskets, and connection supplies.

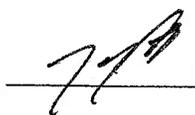
In accordance with District purchasing requirements, a notice soliciting bids for the work was advertised on May 22, 2009. On June 4, 2009 contractors attended a mandatory pre-bid meeting and on June 18, 2009 bids were received and publicly opened with the following results from seven bidders:

Bidder	Amount
Pacific Meter Services	\$148,410
Concord Environmental	\$156,375
UUI Construction	\$174,375
Measurement Control Systems	\$175,500
AB Hashmi Inc.	\$181,125
3D Enterprises	\$402,525
Palm Engineering	\$1,125,000

Pacific Meter Services, Inc. (Pacific), the low bidder, has performed similar work in the states of Washington, Nevada, New Jersey, Arizona, and most recently Otay Water District's last AMR meter retrofit for FY 2009 CIP. Last year's contract was to retrofit 4,500 meters for \$179,505.00 with no change orders. This year, their proposal cost is 17.5 percent lower. District staff is very satisfied with their performance of last year; their response to any District request has been outstanding.

Once notified that they have been awarded the contract, Pacific will have ten days to furnish the required Performance Bond and Labor and Materials Bond.

It is recommended that the Board award a contract to Pacific in an amount not to exceed \$148,410 to cover the cost for retrofitting approximately 4,500 meters from manual to radio-read meters.

FISCAL IMPACT: 

The total budget for this ten-year AMR/Manual Meter Replacement CIP 2458 is \$10,277,000. This ten-year CIP started in December 7, 2005. For FY 2010, staff budgeted and the Board approved \$1,375,000. The value of this retrofit contract is \$148,410 which staff feels is sufficient to cover the costs of contract labor for replacing approximately 4,500 meters for FY 2010.

Total cumulative costs and commitments on this CIP to date, including this contract and prior District approved AMR meter purchases (\$702,811) for this fiscal year is approximately \$3,740,806; therefore, the remaining approved CIP at this time is \$6,536,194.

Staff has evaluated this CIP and feels that the current approved budget is sufficient to cover the costs for completing the remaining approximately 24,479 meter retrofits through 2014.

STRATEGIC GOAL:

Strategy: Implement Field Technology solutions.
Objective: Convert all District meters to AMR.

LEGAL IMPACT: _____

None.



General Manager

Attachment "A", Committee Action



ATTACHMENT A

SUBJECT/PROJECT:	AWARD OF CONTRACT TO PACIFIC METER SERVICES, INC. FOR MANUAL WATER METER RETROFIT TO RADIO READ METERS.
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COMMITTEE ACTION:

The Engineering/Operations and Water Resources Committee reviewed this item at a meeting held on July 27, 2009. The Committee supported Staff's recommendation.

NOTE:

The "Committee Action" is written in anticipation of the Committee moving the item forward for board approval. This report will be sent to the Board as a Committee approved item, or modified to reflect any discussion or changes as directed from the Committee prior to presentation to the full board.

AGENDA ITEM 4



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	August 5, 2009
SUBMITTED BY:	Frank Anderson, Utility Services Manager <i>F.A.</i>	W.O./G.F. NO:	DIV. NO. All
APPROVED BY: (Chief)	Pedro Porras, <i>P</i> Chief, Water Operations		
APPROVED BY: (Asst. GM):	Manny Magaña, <i>M. Magaña</i> Assistant General Manager, Engineering & Operations		
SUBJECT:	AWARD PURCHASE ORDER TO KIRK PAVING FOR ANNUAL AS NEEDED PAVING SERVICES		

GENERAL MANAGER'S RECOMMENDATION:

That the Board authorize issuing a blanket purchase order to Kirk Paving in an amount not to exceed \$200,000 for as-needed asphalt paving services from August 6, 2009 through June 30, 2010.

COMMITTEE ACTION: _____

Please see Attachment "A".

PURPOSE:

To present bid results and request that the Board authorize issuing a blanket purchase order to Kirk Paving for as-needed asphalt paving services from August 6, 2009 through June 30, 2010 in an amount not to exceed \$200,000.

ANALYSIS:

As a regular course of business, the District is required to maintain and repair its water delivery infrastructure. Routinely this work requires the removal and re-installation of asphalt paving in public roadways. It has been proven more effective and efficient for the District to use outside contractors for its asphalt paving work; therefore, the District has used outside asphalt paving contract services for more than five years.

As-needed paving service has been included in the FY 2010 Operating Budget under Contracted Services. The FY 2010 budget for Contracted Services is \$200,000.

In accordance with District purchasing requirements, a notice was published on May 27, 2009 and bids were solicited for this work on a "unit-price" basis. On June 11, 2009 two contractors attended a mandatory pre-bid meeting and on June 22, 2009 bids were received and publicly opened with the following results from two bidders:

The low bidder was determined to be Kirk Paving, Lakeside, CA.

Kirk Paving is the District's current as-needed paving services contractor for a yearly contract of \$200,000 with no change orders. We are very confident that they can continue to perform the required work. Staff is very pleased with Kirk Paving's performance last year.

FISCAL IMPACT:

The FY 2010 budget for the Operations Department's Contracted Services needs for asphalt paving and patching is \$200,000. The proposed contract for this work is for an amount not to exceed \$200,000.

STRATEGIC GOAL:

Strategy: Stewards of Public Infrastructure
Goal: Conduct the best practice preventative maintenance activities.

LEGAL IMPACT:

None.



General Manager

Attachment "A", Committee Action



ATTACHMENT A

SUBJECT/PROJECT:	Award Purchase Order to Kirk Paving for Annual As-Needed Paving Services
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COMMITTEE ACTION:

The Finance/Administration/Communications Committee reviewed this item at a meeting held on July 27, 2009. The Committee supported Staff's recommendation.

NOTE:

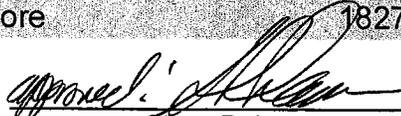
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ATTACHMENT B

Bid Results/Score Sheet
 As-Needed Asphaltic Concrete Paving Service FY 2010
 Bid Submittal: June 22, 2009

Item	Description	Weight	Frank and Son		Kirk Paving	
			Unit Price	Score	Unit Price	Score
<u>Months 1-6</u>						
1	Paving 0-6"	10	\$ 18.95	189.50	\$ 16.10	161.00
2	Paving 7"-12"	5	\$ 22.22	111.10	\$ 19.00	95.00
3	Cap/Sheet 0-1"	5	\$ 5.00	25.00	\$ 3.25	16.25
4	Satin Seal	1	\$ 2.00	2.00	\$ 3.25	3.25
5	Traffic Striping	1	\$ 2.50	2.50	\$ 2.25	2.25
6	Grinding	1	\$ 1.00	1.00	\$ 6.25	6.25
7	Traffic Loops	1	\$ 250.00	250.00	\$ 20.00	20.00
8	Sand/Seal	1	\$ 4.00	4.00	\$ 3.25	3.25
9	Base Removal/Replace	1	\$ 126.48	126.48	\$ 115.00	115.00
10	Saw Cut 0"-6"	10	\$ 7.00	70.00	\$ 5.85	58.50
11	Saw Cut 6"12"	10	\$ 10.50	105.00	\$ 9.00	90.00
12	Saw Cut 12" and Over	1	\$ 10.50	10.50	\$ 9.35	9.35
<u>Months 7-12</u>						
1	Paving 0-6"	10	\$ 19.81	198.10	\$ 16.75	167.50
2	Paving 7"-12"	5	\$ 22.95	114.75	\$ 19.90	99.50
3	Cap/Sheet 0-1"	5	\$ 7.00	35.00	\$ 3.50	17.50
4	Satin Seal	1	\$ 2.75	2.75	\$ 3.50	3.50
5	Traffic Striping	1	\$ 2.50	2.50	\$ 2.25	2.25
6	Grinding	1	\$ 1.00	1.00	\$ 6.25	6.25
7	Traffic Loops	1	\$ 250.00	250.00	\$ 20.00	20.00
8	Sand/Seal	1	\$ 4.25	4.25	\$ 3.50	3.50
9	Base Removal/Replace	1	\$ 126.48	126.48	\$ 115.00	115.00
10	Saw Cut 0"-6"	10	\$ 7.50	75.00	\$ 5.85	58.50
11	Saw Cut 6"12"	10	\$ 11.00	110.00	\$ 9.00	90.00
12	Saw Cut 12" and Over	1	\$ 10.25	10.25	\$ 9.35	9.35
Total Score				1827.16	1172.95	

Bids Reviewed by Purchasing:


 Steve Dobrawa

Date: 6/22/09

6/22/09

AGENDA ITEM 5



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	August 5, 2009
SUBMITTED BY:	Bob Kennedy <i>BK</i> Associate Civil Engineer	PROJECT/ SUBPROJECT:	P2009-001103 DIV. NO. 5
	Ron Ripperger <i>RR</i> Engineering Manager		
APPROVED BY:	Rod Posada <i>R. Posada</i> (Chief), Engineering		
APPROVED BY:	Manny Magaña <i>M. Magaña</i> (Asst. GM), Assistant General Manager of Engineering and Operations		
SUBJECT:	Authorization to Acquire an Easement from the Grossmont Cuyamaca Community College District for the Jamacha Road 36-Inch Potable Water Pipeline Project		

GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board authorizes the General Manager to acquire an easement from The Grossmont Cuyamaca Community College District (College District) for the 36-inch Jamacha Road Pipeline (Jamacha Pipeline) Project in an amount not to exceed \$229,800 (see Exhibit A for location of the easement).

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To obtain Board approval authorizing the General Manager to acquire an easement from the College District for the Jamacha Pipeline Project in an amount not to exceed \$229,800.

ANALYSIS:

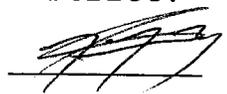
The Jamacha Pipeline Project consists of construction of a 36-inch tape wrapped cement mortar lined and coated steel pipeline which will transfer water from the Otay 14 Flow Control Facility (FCF), located at 290 South Third Street in the City of El Cajon to the District's 640-1 and 640-2 Reservoirs at the District's Regulatory

Site located in Rancho San Diego. The pipeline is approximately 5.1 miles in length and will provide the District with a water supply of 12 million gallons per day of on-peak capacity and 16 MGD of off-peak capacity from the Helix Levy Water Treatment Plant. This pipeline will provide the District with the infrastructure needed to transport sufficient, locally treated potable water to sustain a minimum of ten (10) continuous days outage during emergencies. The Jamacha Pipeline also enhances reliability, flexibility, and security for the District by providing access to alternate raw water supply sources.

The Jamacha Pipeline's alignment begins at the northwest corner of Lexington Avenue and Third Street (adjacent to the Otay 14 FCF) in the City of El Cajon and then heads south within the right-of-way (ROW) of Third Street before heading east within the ROW of Dumar Avenue, then southerly within the ROW of Waterloo Avenue, before heading westerly on Gustavo Street to Jamacha Road. The pipeline then heads south onto Jamacha Road and follows the ROW of Jamacha Road before heading west across the corner of Brabham Street and then south in the ROW of Via Rancho San Diego. The pipeline then travels south on Fury Lane, before heading southwesterly as it passes through the southern boundary of Cuyamaca College before terminating at the District's Regulatory Site.

The District retained the appraisal services of Keagy Real Estate, an independent real estate appraiser, to estimate the "Fair Market Value" of the proposed acquisition, as that value is defined in Section 1263.320 of the California Code of Civil Procedure. On the basis of this independent fee appraisal, and initial discussions with the College District, the District determined that the amount of \$229,800.00 constitutes just compensation and an offer letter was sent to the College District on January 13, 2009, for the purchase of an easement across the southerly boundary of Cuyamaca College. The easement is approximately 10 feet in width and 4,440 feet in length. Attachment C is the appraiser's summary of the basis for the amount established as just compensation. Attachment D is the Grant of Easement that has been signed by the College District agreeing to the amount that was offered by the District.

FISCAL IMPACT:



Funding for this easement will come from CIP project, P2009 for the Jamacha Pipeline Project. The total budget for P2009, as approved in the FY 2010 budget, is \$22,200,000. Total expenditures, plus outstanding commitments and forecast to date, including this contract and a 5% contingency, is approximately \$21,900,000. These commitments and expenditures do include all anticipated costs to acquire the easements for this project. See Attachment B for budget detail.

The Project Manager has determined, based on the attached financial analysis, the CIP budgets are sufficient to support the project.

Finance has determined that funding will be available for CIP P2009. Funding for CIP P2009 will be split between 60% Betterment and 40% Expansion Fund.

STRATEGIC GOAL:

This project supports the District's strategic goal of designing and constructing new infrastructure and to satisfy current and future water needs for potable, recycled, and wastewater services.

LEGAL IMPACT: _____

None.



General Manager

P:\WORKING\CIP P2009 36-inch PL - FCF 14 to Reg Site\Staff Reports\BD 08-05-09 CIP P2009 Cuyamaca College Easement Acquisition.doc

BK/RR/RP:jf

Attachments: Attachment A
Attachment B
Attachment C
Attachment D
Exhibit A



ATTACHMENT A

SUBJECT/PROJECT: P2009-001103	Authorization to Acquire an Easement from the Grossmont Cuyamaca Community College District for the Jamacha Road 36-Inch Potable Water Pipeline Project
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COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee reviewed this item at a meeting held on July 27, 2009. The Committee supported Staff's recommendation.

NOTE:

The "Committee Action" is written in anticipation of the Committee moving the item forward for Board approval. This report will be sent to the Board as a Committee approved item, or modified to reflect any discussion or changes as directed from the Committee prior to presentation to the full Board.



ATTACHMENT B

SUBJECT/PROJECT:
P2009-001103

Authorization to Acquire an Easement from the Grossmont
Cuyamaca Community College District for the Jamacha Road
36-Inch Potable Water Pipeline Project



ATTACHMENT C

SUBJECT/PROJECT: P2009-001103	Authorization to Acquire an Easement from the Grossmont Cuyamaca Community College District for the Jamacha Road 36-Inch Potable Water Pipeline Project
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Copy of the appaiser's Summary Of The Basis For The Amount Established As Just Compensation.

SUMMARY OF THE BASIS FOR THE AMOUNT
ESTABLISHED AS JUST COMPENSATION
(accompanying offer made pursuant to Government Code § 7267.2)

The following is a summary of the basis for the amount that the Otay Water District established as just compensation, which was derived from an appraisal as approved by the Otay Water District (OWD). The appraisal was made in accordance with accepted appraisal principles, consistent with California valuation law. A statement of the appraisal process, which was the basis for the valuation conclusion, follows.

Project: Jamacha Road 36-inch Potable Water Pipeline

Parcel No.: 502-040-05; 506-020-31

Thomas Guide No.: Page 1271, J-5

Ownership Data:

Name: Grossmont-Cuyamaca Community College District
c/o Dale Switzer

Address: 900 Rancho San Diego Parkway,
Rancho San Diego, CA 92019

Phone: (619) 644-7807

Property Location: 900 Rancho San Diego Parkway,
Rancho San Diego, CA 92109

Legal Description: *A portion of Tract "E" and Tract "F" of Rancho Jamacha, in the County of San Diego, State of California, according to partition map thereof, filed in the Office of the County Clerk of San Diego County, Case No. 13, Superior Court, entitled William M. Keighler, et al, vs. Mary H. Eddy, et al.*

Land Area: The Subject property is comprised of two County Assessor parcels: 502-040-05 (116.88 acres) and 506-020-31 (47.82 acres). The Cuyamaca Community College ownership totals 164.70 acres according to Assessor records.

Land Area to be Acquired: Water Pipeline Easement: 1.0183 acres

Improvements in Area Sought: Mature trees; ground cover landscaping; irrigation; shrubs

Land Use Regulations: Zoning: S90, Holding Area
General Plan: Public/Semi-Public

Present Use: Cuyamaca Community College Campus

**Highest and Best Use
As If Vacant:** Residential subdivision or educational facility

Interest Being Valued: Water Pipeline Easement

Effective Date of Value: November 21, 2008

**Value of the Portion
to be Acquired:** \$229,739

Net Severance Damages: None

JUST COMPENSATION: \$229,800

Fair Market Value

(a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

(b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable. (Amended by Stats.1992, c. 7 (S.B.821), §2.)

¹ California Code of Civil Procedure, Title 7, Chapter 9 Article 4, Paragraph §1263.320.

Highest and Best Use

Highest and best use is generally defined as the reasonably probable use which is legally permissible, physically possible, and financially feasible and results in the maximally productive land use. In evaluating highest and best use, the appraiser first evaluates the property as if unimproved and available for development. If improved, the property is then evaluated with the improvements.

Present Use: Cuyamaca Community College campus
Current Zoning: S-90, Holding Area
General Plan: Public/Semi-Public

The highest and best use of the 164.70-acre Subject property, as though vacant, is either development of a tract of single-family houses or an educational facility.

Valuation Methodology and Value of the Larger Parcel

Three primary valuation techniques are available to real estate appraisers; the Cost Approach, the Sales Comparison Approach and the Income Approach. The Sales Comparison Approach is the only applicable methodology in estimating the value of the Subject land. The Sales Comparison Approach is primarily based on the principle of substitution. Simply stated, a buyer presumably will not pay more for a property than the cost of acquiring a similar property of equal utility. A conclusion of fair market value is reached by comparing the Subject Property with similar parcels that have sold recently. It was concluded that, if vacant, the highest and best use of the Subject land would be either the development of an educational facility or the development of a tract of single-family houses. Therefore, the land value analysis focuses on the sale of land intended for either single-family residential use or education facility use. The relevant unit of comparison is price-per-usable-acre for that portion of the land that is developable. For that portion of the land that is suited for open space use, the relevant unit of comparison is price-per-gross-acre. Because the Subject larger parcel consists of three types of land (developable, biological preserve, and riparian), the valuation analysis considers three types of land sales to estimate the land value of the entire 164.7-acre Subject property. The first group of sales involves parcels which were acquired for development of an educational facility or for single-family housing. The next group of sales is sales of coastal sage scrub mitigation land. The third set of transactions involved riparian land sales. The Cost Approach was used to value the site improvements in the project area.

Land Value

Developable/Usable Acreage

The Cuyamaca Community College ownership totals 164.70 acres according to Assessor records. The parcel has an irregular shape. The Cuyamaca College Master Plan indicates that there are 165 acres. The 164.7 acres shown on Assessor mapping is presumed to be more accurate and will be used for analysis. The Master Plan shows 115.2 acres as usable for campus development or as surplus land (excluding 45 acres of Biological Preserve and 4.8 acres of riparian area). The usable area will be adjusted down to 114.9 acres for analysis purposes to account for the 0.3 acre difference in reported parcel size between the Assessor and Master Plan information.

The elements of comparison considered in the adjustment process included real property rights conveyed, financing, conditions of sale, expenditures made immediately after purchase, market conditions, location, parcel size and highest and best use. The comparable sales ranged in price from \$193,078 to \$897,923 per developable/usable acre. After adjustment, the five sales indicated a value range of about \$345,000 to \$582,000 per usable acre. The average adjusted value was about \$458,000 per usable acre. Excluding the lowest adjusted sale, the average value was about \$486,000 per acre. The Subject land would command significant interest from prospective buyers due to its good location in Rancho San Diego. It is concluded based on the analysis of the land sales, and with emphasis on the "highest price" definition of fair market value, that the contributory fair market value of the usable/developable Subject land was \$550,000 per usable acre.

Coastal Sage Scrub Acreage

The public project traverses an area of the Biological Preserve that includes sensitive coastal sage scrub (CSS) according to a biological assessment prepared for the OWD pipeline project. This area of the larger parcel contributes to value at a significantly lower per-acre value than the usable acreage. According to the Cuyamaca College Master Plan 2000, about 45 acres are in the Biological Preserve. The CSS land sales occurred from December 2005 to December 2007 (the Crestridge Conservation Bank prices reflect November 2008 prices) and the transaction prices ranged from \$12,639 to \$35,008 per gross acre. Prices paid for environmentally sensitive lands have not changed significantly in the last few years. Based on analysis of the market data, a contributory value of \$30,000 per acre is concluded for the 45 acres of Biological Preserve.

Riparian Acreage

The proposed OWD easement is to traverse a small riparian wetland area. The College Master Plan indicates that riparian area is 4.80 acres of the larger ownership. The riparian area has value for use as wetland mitigation/preservation. There are only a limited number of floodplains in San Diego County from which sales data may be available. Much of the floodplain lands in San Diego are already owned by governmental and quasi-governmental entities. Despite the limited number of potential candidate properties, four comparable sales were found. The sales ranged in price from \$25,000 to \$32,500 per gross acre. With emphasis on the "highest price" definition of fair market value, a contributory value of \$30,000 per acre is concluded for the Subject's riparian land as part of the larger ownership.

Land Value Conclusion

The total land value of the 164.7-acre Subject larger parcel is calculated below:

Subject Land Value

Usable Land

114.9 acres @ \$550,000 per acre = \$63,195,000

Biological Preserve Land

45 acres @ \$30,000 per acre = 1,350,000

Riparian Land

4.8 acres @ \$30,000 per acre = 144,000

Total Land Value \$64,689,000

Site Improvements

The OWD pipeline project will not affect any buildings. The only improvements that will be affected include asphalt paving, fencing, landscaping, trees and irrigation systems. Any asphalt or fencing disturbed or destroyed as a result of the construction of the project will be repaired or replaced by OWD as part of the public project and any utility connections interrupted during project construction will be promptly reconnected at no cost to the College District. The site improvements within the proposed easement that will be taken, and not replaced, by OWD were cataloged during the physical inspection and are summarized below:

- 6 Sycamore trees
- 2 Jacaranda trees
- 2 Durante trees
- 3 Eucalyptus trees
- Irrigation
- One Pepper tree
- One Glossy Privet tree
- Small plants and ground cover
- Tree trimming

A total replacement cost of \$21,328 was estimated for the site improvements within the area of the public project.

Total Value of the Larger Parcel

The total value of the larger parcel (ie. land value of the 164.7 acres plus site improvements within the proposed easement) is calculated below:

<u>Value of the Larger Parcel</u>	
Land Value	\$64,689,000
Site Improvements in the Proposed Easement	21,328
Total Value of the Larger Parcel	\$64,710,328
Rounded	\$64,710,000

Public Project Discussion

The public project requires the acquisition of a 10-foot wide water pipeline easement through portions of the Cuyamaca Community College ownership. The easement will encumber an estimated 1.0183 acres or 44,357 square feet.

Value of the Parts to be Acquired

The public project requires the acquisition of a 10-foot-wide water pipeline easement traversing portions of the east, south and west property boundaries of the 164.7-acre Cuyamaca Community College larger parcel. The easement will encumber 44,357 square feet or 1.0183 acres. The easement crosses three land use types: 1) developed/developable/surplus land (0.7295 acres), 2) Biological Preserve (0.2183 acres) and 3) riparian habitat (0.0705 acres). The fee simple land value was concluded to be \$550,000 per acre for the developed/developable/surplus land, \$30,000 per acre for the Biological Preserve area and \$30,000 per acre for the riparian area.

That portion of the proposed easement that is to cross the developed/developable/surplus land is located near the property boundaries where no buildings are likely to be built in the future due to setback requirements and adjacent and nearby pre-existing easements. The easement acquisition through this area is concluded to represent 50% of the bundle of rights because the College District will retain most of the surface and air rights and the area can still be used for parking, landscaping, density calculations, etc.

Where the proposed easement crosses sensitive habitat areas, the majority of the bundle of rights is taken because state and federal resource agencies have policies that disallow mitigation credit for areas encumbered by easements where the easement holder has the right to disturb the biological resources. It is concluded that the easement acquisition represents 90% of the bundle of rights as it crosses the riparian and biological preserve areas. The following calculation is a summary of compensation for the easement rights sought:

<u>Value of the Easement Sought, Excluding Improvements</u>	
<i>Developed, Developable and Surplus Land</i>	
0.7295 acres @ \$550,000/acre x 50% =	\$200,613
<i>Biological Preserve</i>	
0.2183 acres @ \$30,000/acre x 90% =	5,894
<i>Riparian Habitat</i>	
0.0705 acres @ \$30,000/acre x 90% =	<u>1,904</u>
Value of the Easement Sought, Excluding Improvements	\$208,411

Improvements to be Acquired

Any asphalt or fencing disturbed or destroyed as a result of the construction of the project will be repaired or replaced by OWD as part of the public project and any utility connections interrupted during project construction will be promptly reconnected at no cost to the College District. The site improvements within the proposed easement that will be taken, and not replaced, by OWD were cataloged during the physical inspection and are summarized below:

- 6 Sycamore trees
- 2 Jacaranda trees
- 2 Durante trees
- 3 Eucalyptus trees
- Irrigation
- One Pepper tree
- One Glossy Privet tree
- Small plants and ground cover
- Tree trimming

The replacement cost of the improvements to be taken in the easement area was estimated to be \$21,328.

Total Value of the Parts to be Acquired

The total value of the parts to be acquired is calculated below.

Value of the Parts to be Acquired

Value of the Easement Sought, Excluding Improvements	\$208,411
Improvements in the Portion Sought	<u>21,328</u>
Total Value of the Parts to be Acquired	\$229,739

The Value of the Remainder as Part of the Larger Parcel is calculated by subtracting the Value of the Parts to be Acquired from the Value of the Larger Parcel, as follows:

Value of the Larger Parcel:	\$64,710,000
Value of the Parts to be Acquired:	<u>(229,739)</u>
Value of the Remainder as Part of the Larger Parcel	\$64,480,261

Severance Damages

Severance damages are factors that cause a decline in the fair market value of the remainder after acquisition and construction of a public project. These damages can be a result of the physical and legal acquisition of property rights (i.e. irregular remaining lot shape or size, loss of access rights, etc.) or can be the result of construction and operation of the project (i.e. increased road noise, incompatible land use, etc.). The taking is located in an area of the larger ownership that is subject to building setbacks, landscaped areas, parking areas and biological open space. It is concluded that the construction and operation of the pipeline project will not negatively affect the Subject remainder.

Project Benefits

California condemnation rules allow project benefits to offset severance damages, but cannot offset compensation paid for the value of the parts to be acquired. Project benefits are any features of the public project that would cause the value of the Subject remainder to increase. Improving the capacity and reliability of Otay Water District's water delivery and storage system will be of general benefit to properties in the neighborhood but will not result in a direct monetary benefit, or increase in value, to the Subject remainder.

Summary of Values

The following table summarizes the just compensation for the proposed partial acquisition of the Cuyamaca Community College District Property.

TABLE I. SUMMARY OF VALUES			
Larger Parcel	\$64,710,000		
Value of the Parts to be Acquired			\$229,739
Value of Remainder as Part of the Larger Parcel	\$64,480,261		
Value of Remainder Before Consideration of Benefits	\$64,480,261		
Severance Damages		\$0	
Value of Remainder After Consideration of Benefits	\$64,480,261		
Benefits		<u>0</u>	
Net Severance Damages			<u>0</u>
Total Compensation			\$229,800
Rounded (up to nearest \$100)			\$229,800

EXHIBIT A1 - MARKET DATA - DEVELOPABLE/USABLE ACREAGE

Location (Assessor Parcel No.)	Buyer Seller	Sale Price Price/AC	Sale Terms	Recording Date Doc. No.	Lot Shape Gross and Usable Lot Size (AC)
Northeast quadrant of Vista Grande Road and Santa Lomas, El Cajon area (515-070-06, 07)	Suncor Ambiance LLC Reynolds Ambiance LLC	\$5,300,000 \$193,078	Cash	August 2007 0557420	Irregular 27.45 AC
East of I-15 on the south side of Pala Mesa Heights Road, Fallbrook (108-120-15, 55)	Palomar Community College 15-76 Partnership and Pala Village Investment Inc.	\$38,241,902 \$476,179	Cash	June 2007 0403363	Irregular 85.31 AC 80.31 AC
South side of Pomerado Road, east of Scripps Ranch Blvd., San Diego (363-080-41)	Alliant International University HRS Education Services, Inc.	\$17,000,000 \$529,183	Cash	April 2007 0254662	Irregular 64.25 AC 32.125 AC
1925 Magdalena Avenue, south of Peabody Way and west of SR-125, Chula Vista (644-241-03, 04)	Sweetwater Union High School District McMillin Otay Ranch LLC	\$48,416,000 \$897,923	Cash	May 2005 0383260	Irregular 53.92 AC
10025 Los Ranchitos Road, Lakeside (379-022-24)	Silvergate Financial Inc. (Pacific Scene Homes) Home of the Guiding Hands Corporation	\$5,500,000 \$385,694	\$2,729,714 dwn. Pmt.; Assume \$2,770,286 1 st TD	April 2004 0297064	Irregular 14.26 AC

EXHIBIT A2 - MARKET DATA - COASTAL SAGE SCRUB ACREAGE

Location (Assessor Parcel No.)	Buyer Seller	Sale Price Price/AC	Sale Terms	Recording Date Doc. No.	Lot Shape Lot Size (AC)
West and south of I-8, between the communities of Lakeside and Crest, San Diego County (401-020-25+)	Various Cresridge Conservation Bank	Tier I - \$30,300/AC Tier II - \$23,300/AC Tier III - \$15,300/AC	Cash	Various	Sale of mitigation credits of various acreages
West of unimproved Spring Canyon Road, north of SR-52, San Diego (366-030-28, 38)	The City of San Diego Robert A. and Patricia M. Klienschmidt, et al.	\$1,700,000 \$35,008	Cash	December 2007 0761866	Irregular 48.56 AC
Between the north end of magnolia Ave. and the south side of Summit Crest Dr., Santee (378-170-08)	Lennar Homes of California, Inc. Boys and Girls Club of Carlsbad, Inc.	\$125,000 \$12,639	Cash	January 2006 0062669	Rectangular 9.89 AC
West of Fanita Parkway and Santee Lakes, San Diego (366-040-24; now 366-040-39, 40)	Sycamore Landfill Artelle Dilday, Trustee et al.	\$1,575,000 \$35,000	Cash	December 2005 1117859	Irregular 45 AC

EXHIBIT A3 - MARKET DATA - RIPARIAN ACREAGE

Location (Assessor Parcel No.)	Buyer Seller	Sale Price Price/AC	Sale Terms	Recording Date Doc. No.	Lot Shape Lot Size (AC)
Between National City Blvd. and I-8, National City (562-310-45)	San Diego Aircraft Museum Industrial Properties	\$440,000* \$32,500	Cash	October 2003 1324525	Irregular 14.56 AC
East of Cuyamaca Street, southeast of River Park Drive, Santee (381-050-55, 57, 60, 61)	The San Diego Metropolitan Transit Development Board The County of San Diego	\$287,934 \$31,957	Cash	February 2003 0187486	Irregular 9.01 AC
East side of Carlton Hills Blvd., north of Willow Grove Ave., Santee (portions of APN 381-040-24 and 383-070-62)	The Helix Conservancy The City of Santee	\$241,470 \$25,127	Cash	August 2004 0800624	Irregular 9.61 AC
Southwest corner of Main Street and Heritage Road, Chula Vista (644-050-12)	County of San Diego Katsumi Takashima	\$253,250 \$25,000	Cash	April 2003 0442680	Irregular 10.13 AC

* Portion of the sale price gifted as part of the transaction; sold for \$32,500/acre



ATTACHMENT D

SUBJECT/PROJECT: P2009-001103	Authorization to Acquire an Easement from the Grossmont Cuyamaca Community College District for the Jamacha Road 36-Inch Potable Water Pipeline Project
---	---

Copy of the Grant of Easement Documents signed and notarized by the Grossmont Cuyamaca Community College District.

RECORDING REQUESTED BY
AND AFTER RECORDATION,
MAIL TO:

For Recorder's Use

OTAY WATER DISTRICT
2554 SWEETWATER SPRINGS BOULEVARD
SPRING VALLEY, CA 91978-2004

Documentary Transfer Tax: None

GRANT OF EASEMENT OF RIGHT-OF-WAY TO OTAY WATER DISTRICT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, as Grantor(s) hereby GRANT(S) to OTAY WATER DISTRICT, a municipal water district formed under the Municipal Water District Law of 1911, as amended, situated in the County of San Diego, State of California, as Grantee, a permanent easement of right-of-way variable feet in width for the purpose of laying underground water pipelines and laterals, main sewer lines, sewer trunk lines, collection lines and laterals, sewer manholes and other underground and surface structures appurtenant to said water and sewer lines, including but not limited to power lines for transmission and communication purposes, pumps, regulators, valves and access roads within said easement, hereinafter referred to as "said facilities," together with the right to construct, operate, maintain, repair and replace said facilities, and the right of ingress and egress for such purposes. Said easement is described as follows:

(See Exhibit 'A' attached hereto and made a part hereof)

Grantor reserves the right to use said land at Grantor's own risk for any and all purposes not conflicting, interfering or inconsistent with Grantee's use of said facilities. Grantor waives any right under Civil Code section 845, and any right to compel Grantee to grade, surface or otherwise improve or maintain said easement area as a roadway.

Grantor shall not increase or decrease or permit to be increased or decrease the ground elevations of said easement existing at the time this document is executed, nor construct or permit to be constructed any permanent building, structures, improvements or other encroachment upon said easement which will cause damage to or threaten the safety of any of said facilities of Grantee placed within the easement.

Grantee may remove from the easement any building, structure, improvement or other encroachments thereon conflicting, interfering or inconsistent with its use for the purposes hereby granted. Grantee shall have the right to install its own gates and locks in all fences which now cross or may hereafter cross said easement.

Grantor agrees on its own behalf and on behalf of its successors in interest that it will indemnify and hold harmless Otay Water District for any damages to the property which result from maintenance and repair operations by the Otay Water District of its pipeline within the easement.

Grantor may use said land as a driveway and to the extent of such use may surface or pave the area, subject only to the restrictions as to changes in existing ground elevations set forth above.

OWD EASEMENT NO. _____ OWD CIP P2009-001102

C9374

Grantor may, at Grantor's expense, and subject to Grantee's prior written consent, relocate the above mentioned facilities in the event such conflict with future development of said property, provided that Grantor does not cause discontinuance of service to any area, and provided, further, that Grantee receives, without expenses to Grantee, an easement comparable to this easement for said relocated facilities. Grantee shall never be required to relocate or alter in any way the facilities installed pursuant to this grant of easement, or to bear any cost in connection therewith as a result of changes in the location of any said facilities.

Grantor acknowledges Joint Use Agreement #2007-323c between Grantee and the San Diego County Water Authority (Water Authority) recorded on November 25, 2008 Doc. No. 2008-0609133 as Official Records of the County of San Diego, State of California. Said Joint Use Agreement is for the construction, operation, and maintenance of Grantee's 36-inch steel water line in, over, under and across Water Authority's right of way. Water Authority's said right of way is a permanent, exclusive easement on Grantor's land recorded October 27, 1947 No. 112424, Book 2489, Page 305 as Official Records of the County of San Diego, State of California.

Grantee shall have the right to transfer and assign all or a portion of this easement to its successor in interest, or to any other political subdivision or public utility for use of the above stated purpose.

Date: 6/15/09

Grantor(s): **GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT**

BY: *S Rearic*

Sue Rearic

Print Name

Vice Chancellor-Business Services

Title

BY: *S Rearic*

SUE REARIC

Print Name

GRANTOR'S SIGNATURE ACKNOWLEDGEMENT

State of California)
County of San Diego) ss

On June 15 2009 before me, Alba B. Orr Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

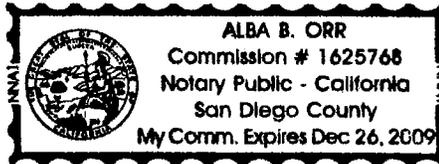
personally appeared
SUE REARIC
NAME(S) OF SIGNER(S)

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.

Alba B. Orr
Signature of Notary Public



(Notary Seal)

CERTIFICATE OF ACCEPTANCE

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

to OTAY WATER DISTRICT, a political corporation and/or governmental agency, is hereby accepted by order of the Board of Directors pursuant to the authority conferred by Resolution No. 1829, adopted on February 23, 1981, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____ By: _____, District Secretary

EXHIBIT "A"
LEGAL DESCRIPTION

PAGE 1 OF 2

PERMANENT EASEMENT:

THE LAND DESCRIBED HEREIN IS A PORTION OF TRACT 'E' AND TRACT 'F' OF RANCHO JAMACHA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARTITION MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY, CASE NO. 13, SUPERIOR COURT, ENTITLED WILLIAM M. KEIGHLER, ET AL, VS. MARY H. EDDY, ET AL, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEAST CORNER OF LOT 2 OF MAP 13737, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER MARCH 19, 1999, THE EASTERLY LINE OF SAID LOT 2 BEARS SOUTH 00°35'22" WEST (SOUTH 00°35'47" WEST PER MAP 13737); THENCE NORTH 00°35'22" EAST 30.62 FEET; THENCE SOUTH 89°27'41" EAST, 40.00 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 89°27'41" EAST, 259.89 FEET; THENCE SOUTH 00°34'52" WEST, 792.91 FEET; THENCE SOUTH 89°26'48" EAST, 184.48 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1,390.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°10'04" A DISTANCE OF 780.39 FEET; THENCE NORTH 58°23'08" EAST, 902.16 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10,470.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°09'59" A DISTANCE OF 395.88 FEET; THENCE NON-TANGENT TO SAID CURVE, NORTH 29°23'36" WEST, 7.34 FEET; THENCE NORTH 59°55'50" EAST, 81.24 FEET; THENCE SOUTH 29°03'31" EAST, 8.54 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 10,470.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 29°00'14" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°44'59" A DISTANCE OF 685.21 FEET; THENCE NON-TANGENT TO SAID CURVE, NORTH 25°01'19" WEST, 277.36 FEET; THENCE NORTH 64°58'41" EAST, 10.00 FEET TO THE WESTERLY LINE OF OTAY WATER DISTRICT EASEMENT RECORDED NOVEMBER 17, 1992 AS DOCUMENT # 1992-0735841 OF OFFICIAL RECORDS; THENCE ALONG SAID EASEMENT LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 25°01'19" EAST (SOUTH 25°29'50" EAST PER SAID DOCUMENT) 287.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10,460.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 25°11'58" WEST, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°24'54" A DISTANCE OF 1,171.13 FEET, SOUTH 58°23'08" WEST (SOUTH 57°55'24" WEST PER SAID DOCUMENT) 902.16 FEET TO THE BEGINNING CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1,400.00 FEET, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°10'04" A DISTANCE OF 786.01 FEET, NORTH 89°26'48" WEST, (NORTH 89°53'33" WEST PER SAID DOCUMENT) 194.48 FEET, NORTH 00°34'52" EAST, (NORTH 00°06'42" EAST PER SAID DOCUMENT) 792.90 FEET; NORTH 89°27'41" WEST, (NORTH 89°55'51" WEST PER SAID DOCUMENT) 249.89 FEET AND NORTH 00°35'22" EAST, (NORTH 00°06'24" EAST PER SAID DOCUMENT) 10.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 44,357 SQ.FT. OR 1.018 ACRES, MORE OR LESS.

EXHIBIT "A"
LEGAL DESCRIPTION

PAGE 2 OF 2

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO, AND BY THIS REFERENCE MADE
A PART HEREOF.

DATED THIS 23rd DAY OF SEPTEMBER, 2008.

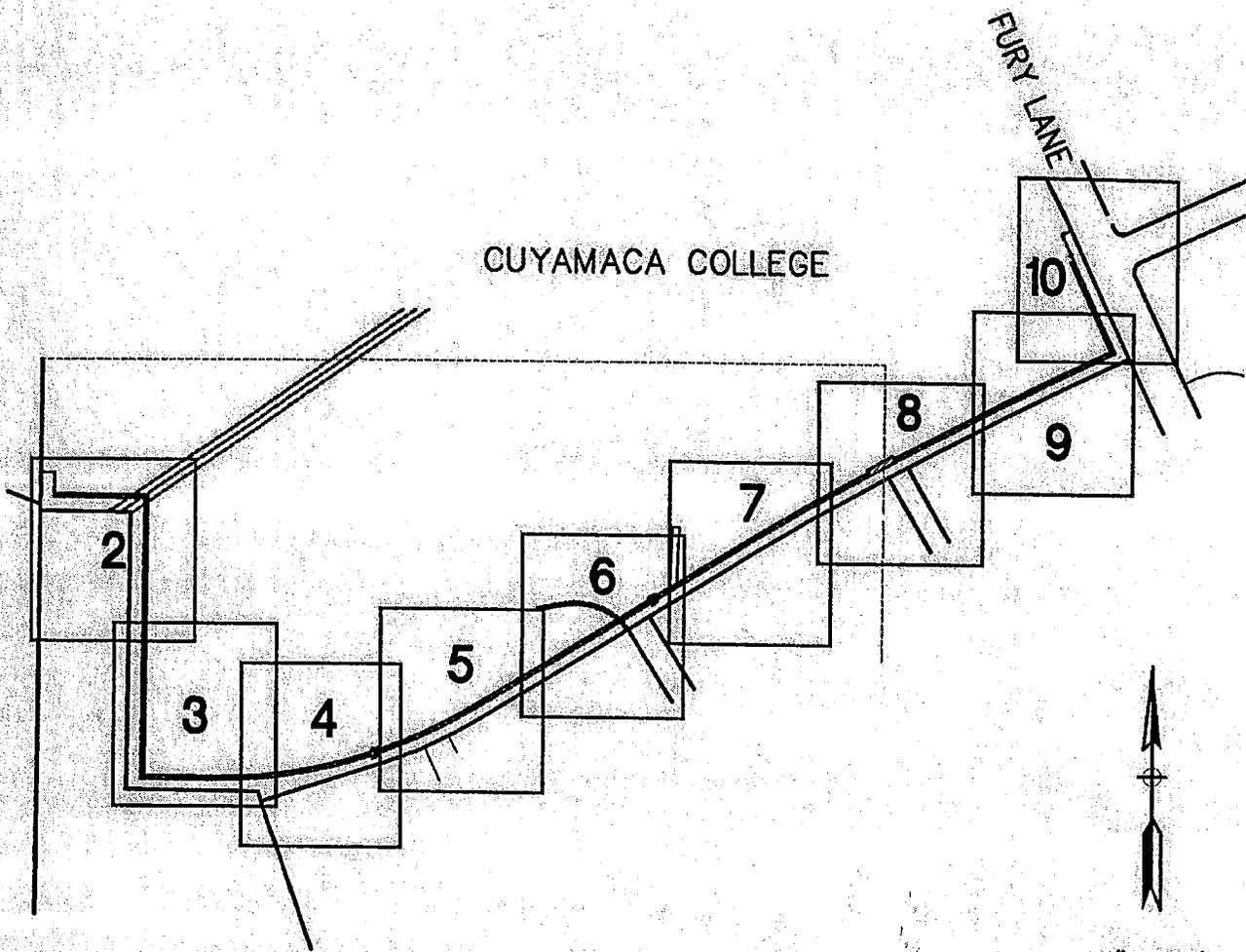




MICHAEL DAVID O'DONNELL, L.S. 8205
EXP. 03/31/09

EXHIBIT 'B'

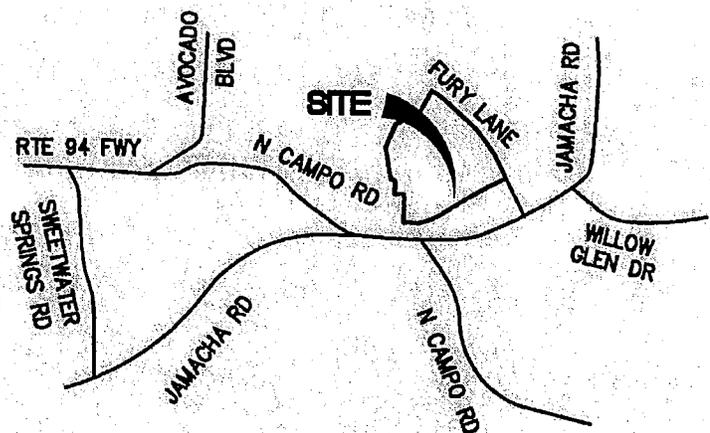
SHEET 1 OF 10



1" = 500'

LEGEND

 INDICATES PERMANENT WATER EASEMENT AREA: 44,357 SF



VICINITY MAP
NOT TO SCALE

OTAY WATER DISTRICT

DATE: 09/23/2008

TRUE POINT OF BEGINNING

N00°35'22"E
30.62'

POINT OF BEGINNING
NORTHEAST
CORNER LOT 2

MAP 13737

LOT 2

N00°35'22"E (N00°35'47"E MAP 13737)



1"=60'

S89°24'38"E
40.00'

SDCWA EASEMENT REC.
10/27/1947 IN BOOK 2489,
PAGE 305 OF O.R.

L3
L2
L4
L1

S89°27'41"E 259.89'

N89°27'41"W 249.89'

OTAY WATER DISTRICT RIGHT-OF-WAY
EASEMENT REC. 11/17/1992 AS DOC.
1992-0735841 OF O.R.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°35'22"E	10.00'
L2	S00°35'22"W	10.00'
L3	N00°35'22"E	48.76'
L4	S89°27'41"E	40.00'

RANCHO JAMACHA

792.90'
792.91'

10'

N00°34'52"E
S00°34'52"W

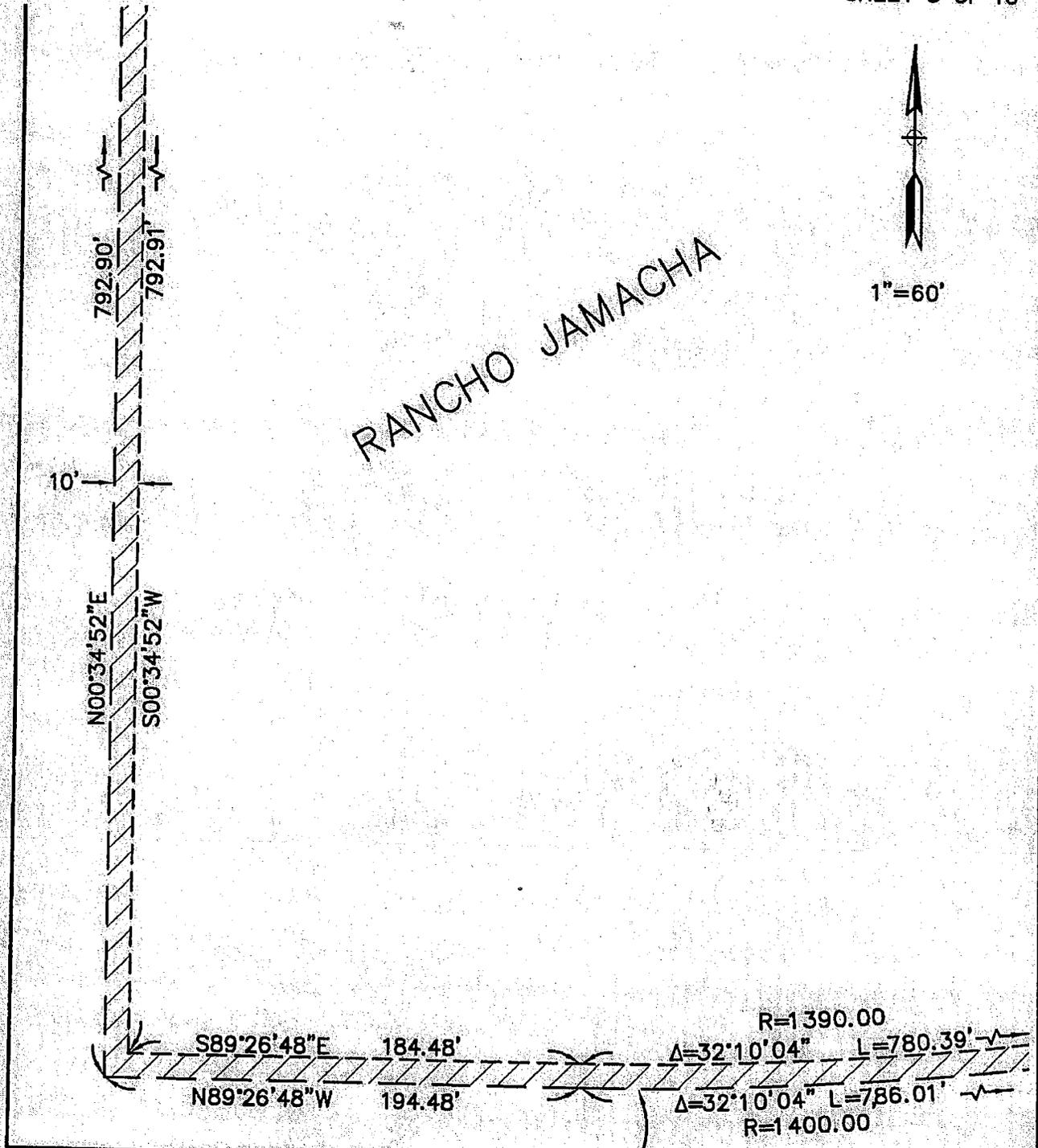
OTAY WATER DISTRICT

DATE: 09/23/2008

RANCHO JAMACHA



1"=60'



OTAY WATER DISTRICT RIGHT-OF-WAY
 EASEMENT REC. 11/17/1992 AS DOC.
 # 1992-0735841 OF O.R.

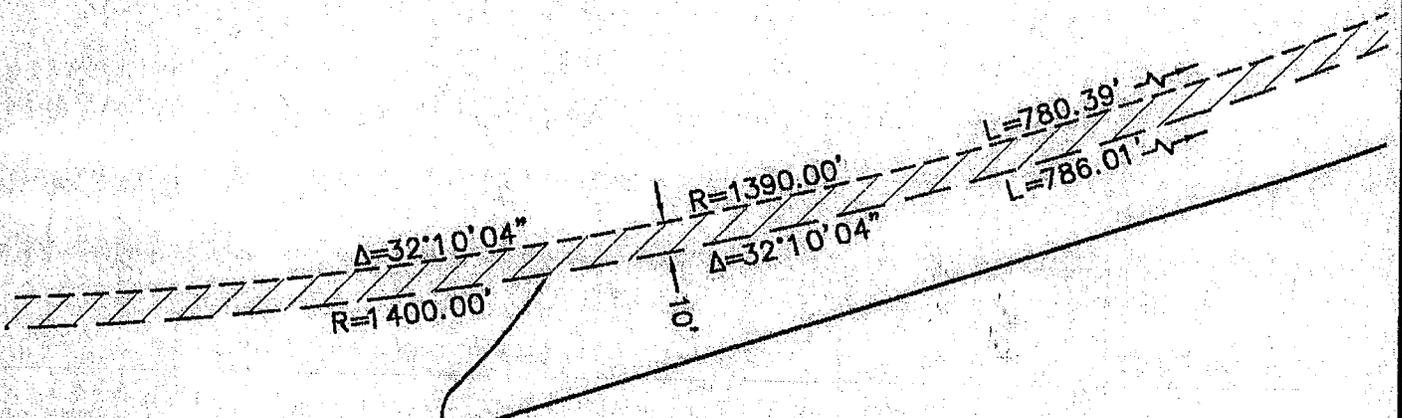
OTAY WATER DISTRICT

DATE: 09/23/2008

RANCHO JAMACHA



1"=60'



OTAY WATER DISTRICT RIGHT-OF-WAY
EASEMENT REC. 11/17/1992 AS DOC.
1992-0735841 OF O.R.

ROS 11282

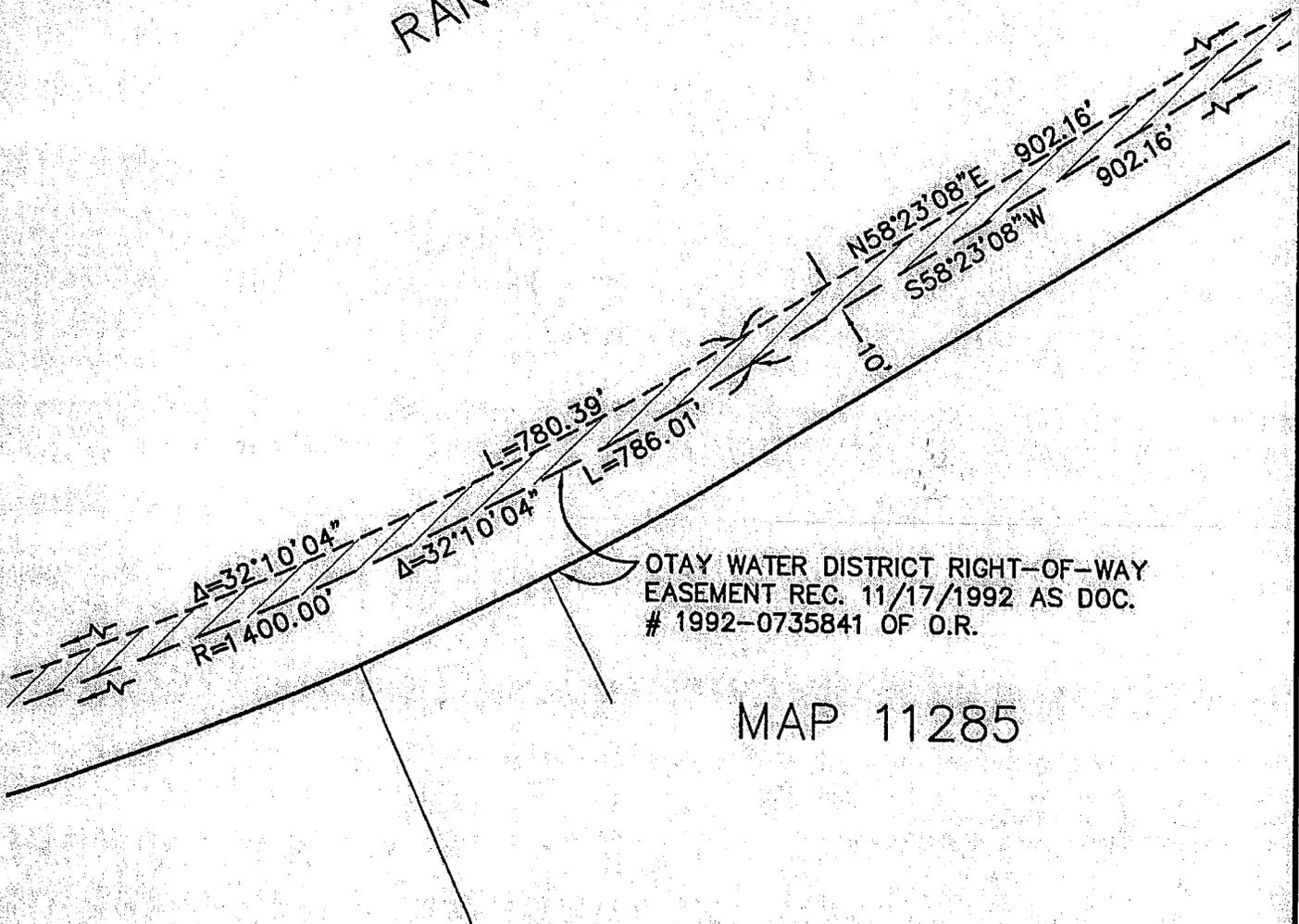
OTAY WATER DISTRICT

DATE: 09/23/2008



1"=60'

RANCHO JAMACHA



OTAY WATER DISTRICT RIGHT-OF-WAY
EASEMENT REC. 11/17/1992 AS DOC.
1992-0735841 OF O.R.

MAP 11285

OTAY WATER DISTRICT

DATE: 09/23/2008



1"=60'

RANCHO JAMACHA

PROPOSED CONSERVATION
GARDEN WATERLINE EASEMENT

ELECTRICAL EASEMENT
RECORDED FEBRUARY 2, 1987 AS
DOCUMENT # 87-056265 OF O.R.

902.16'
902.16'

N58°23'08"E
S58°23'08"W

70'

OTAY WATER DISTRICT RIGHT-OF-WAY
EASEMENT REC. 11/17/1992 AS DOC.
1992-0735841 OF O.R.

COLLEGE DRIVE WEST

MAP 11285

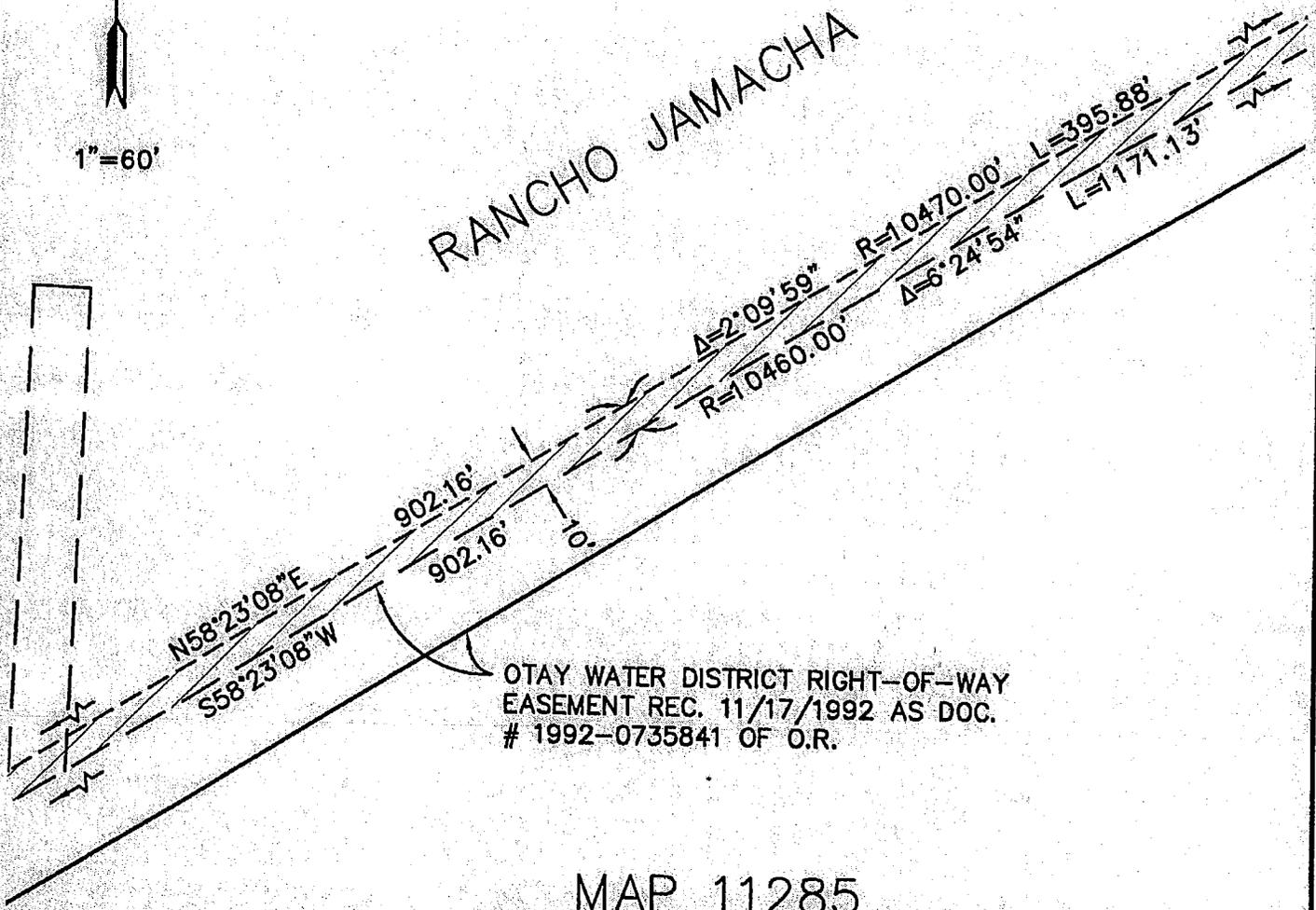
OTAY WATER DISTRICT

DATE: 09/23/2008



1"=60'

RANCHO JAMACHA



OTAY WATER DISTRICT RIGHT-OF-WAY
EASEMENT REC. 11/17/1992 AS DOC.
1992-0735841 OF O.R.

MAP 11285

OTAY WATER DISTRICT

DATE: 09/23/2008

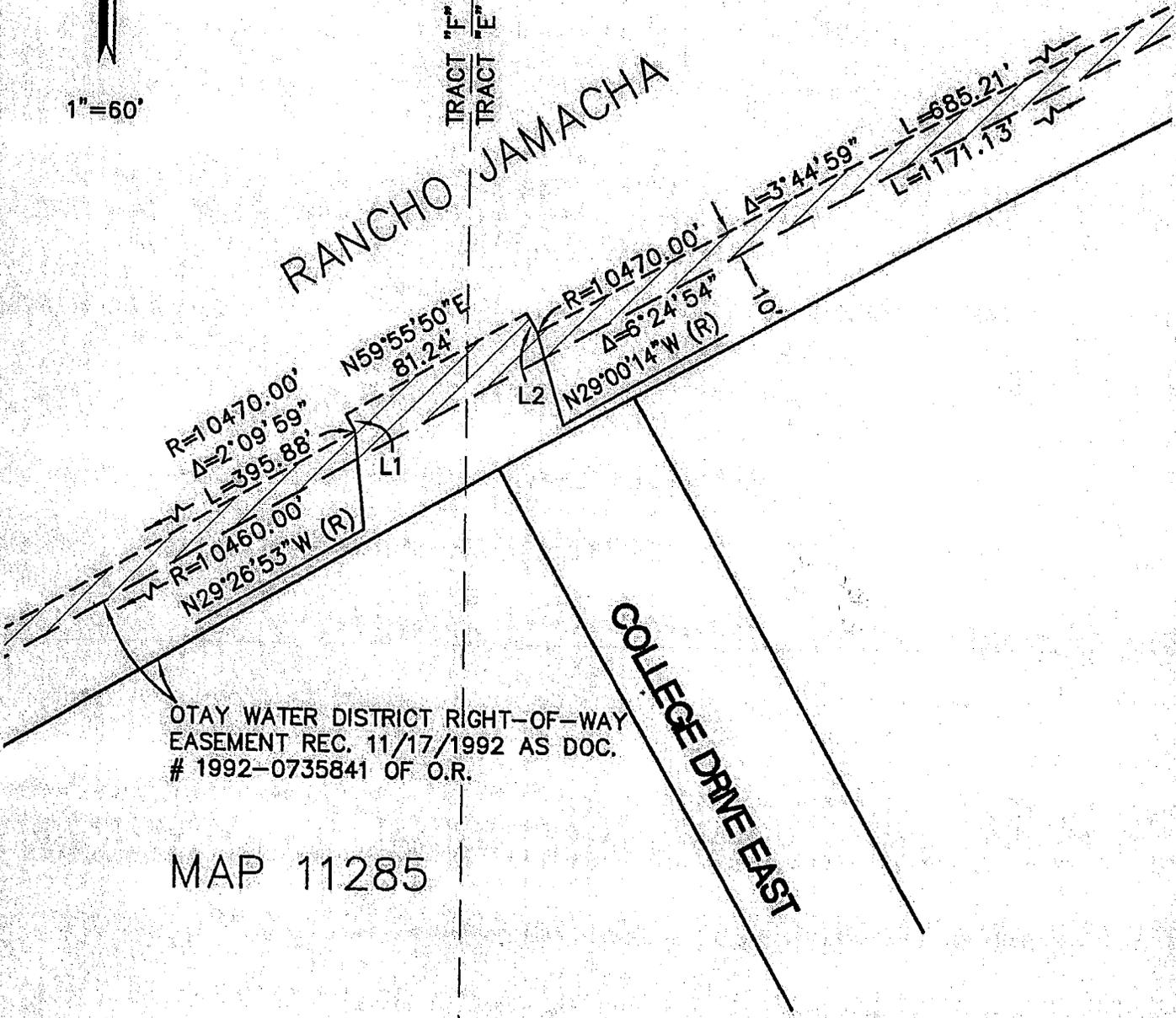


1"=60'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N29°23'36"W	7.34'
L2	S29°03'31"E	8.54'

RANCHO JAMACHA

TRACT "F"
TRACT "E"



OTAY WATER DISTRICT RIGHT-OF-WAY
EASEMENT REC. 11/17/1992 AS DOC.
1992-0735841 OF O.R.

MAP 11285

COLLEGE DRIVE EAST

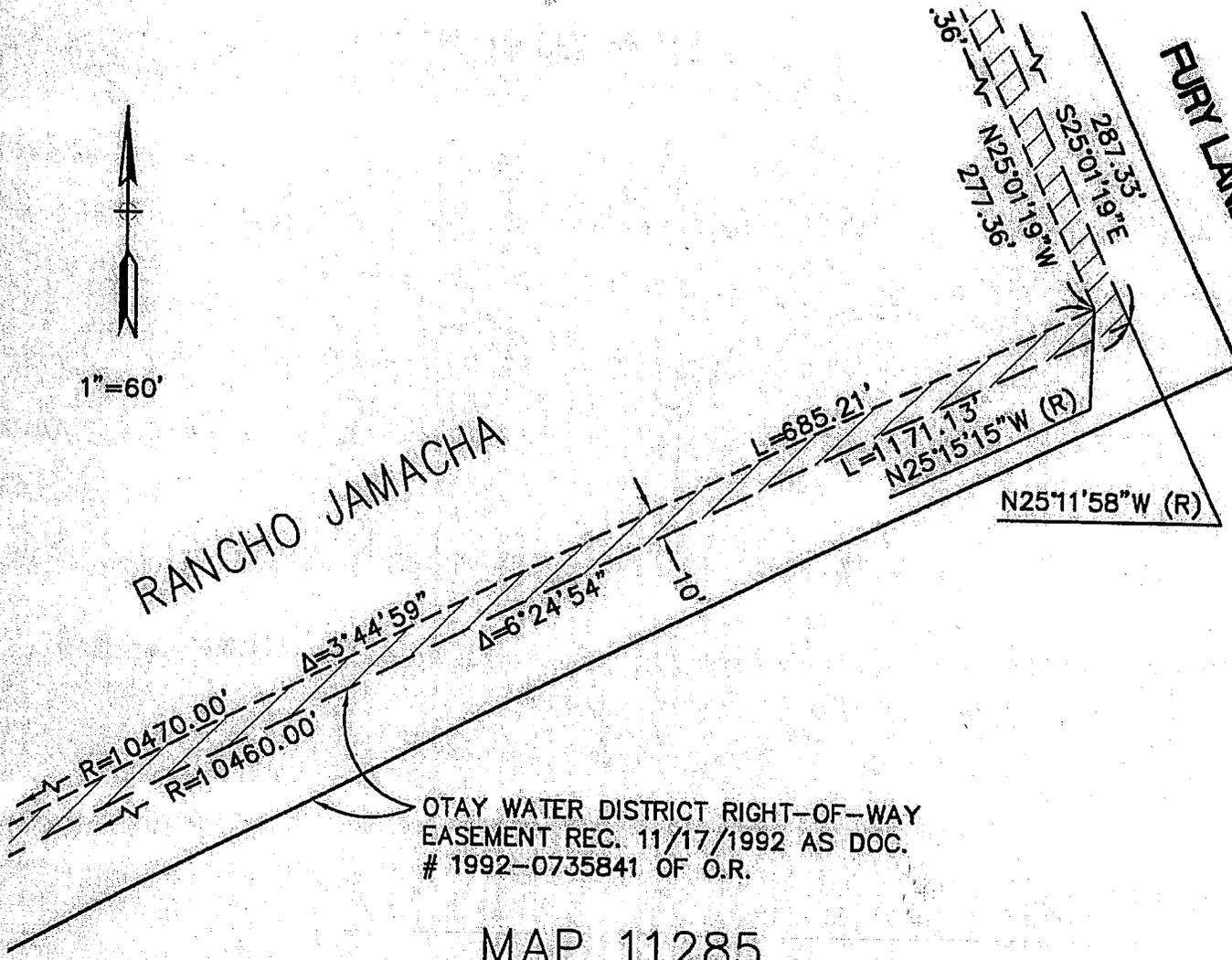
OTAY WATER DISTRICT

DATE: 09/23/2008



RANCHO JAMACHA

FURY LANE



OTAY WATER DISTRICT RIGHT-OF-WAY
 EASEMENT REC. 11/17/1992 AS DOC.
 # 1992-0735841 OF O.R.

MAP 11285

OTAY WATER DISTRICT

DATE: 09/23/2008

C9374

MAP 12830



OTAY WATER DISTRICT RIGHT-OF-WAY
EASEMENT REC. 11/17/1992 AS DOC.
1992-0735841 OF O.R.

BRABHAM ROAD

N64°05'22"E
30.00'
N25°01'19"W
20.01'

FURY LANE

MAP 12211

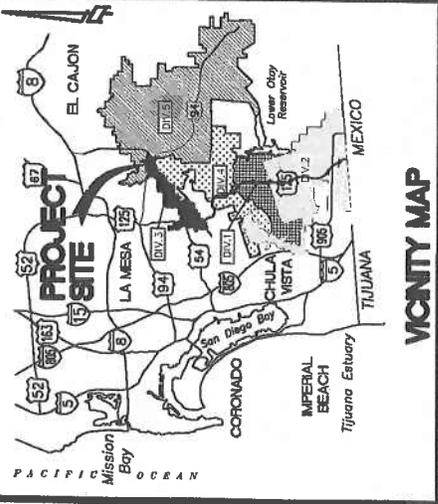
RANCHO JAMACHA

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N64°58'41"E	10.00'

N25°01'19"E
287.33'
N25°01'19"W
277.36'

OTAY WATER DISTRICT

DATE: 09/23/2008



VICINITY MAP

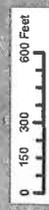
CUYAMACA COLLEGE

LEGEND

Proposed OWD Water Easement



OTAY WATER DISTRICT
JAMACHA RD 36-INCH POTABLE WATER PIPELINE
CUYAMACA COLLEGE EASEMENT ACQUISITION
EXHIBIT A



F

AGENDA ITEM 6



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	August 5, 2009	
SUBMITTED BY:	David Charles <i>DC</i> Public Services Manager	PROJECT/ SUBPROJECT:	N/A	DIV. NO. ALL
APPROVED BY: (Chief)	Rod Posada <i>R Posada</i> Chief, Engineering			
APPROVED BY: (Asst. GM):	Manny Magaña <i>M Magaña</i> Assistant General Manager, Engineering and Operations			
SUBJECT:	Informational Item on Easement Encroachment Procedures			

GENERAL MANAGER'S RECOMMENDATION:

This is an informational item and no action by the Otay Water District (District) Board is required at this time.

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To provide an update to the District Board on the enforcement of easement encroachments pursuant to Code of Ordinances Section 36.03 (see Attachment B).

ANALYSIS:

The District has approximately 2,500 easements where District pipelines are not located in public streets.

Through field visits, staff has currently investigated in excess of one-hundred (100) easements, of which twenty-eight (28) potential encroachments have been discovered. These encroachments are currently under investigation where staff will take photographs and compile the necessary information needed to take action on these matters.

The variety of encroachments on District pipeline easements includes the following:

- Trees over existing pipelines where root growth can cause damage to the pipelines (see picture A-1).
- Structures built over pipelines preventing staff from making timely repairs in the event of a main break (see picture B-1).
- Locked gates or other physical barriers that hinder staff from gaining access to pipelines or other District assets (see picture C-1).

Upon completion of the investigation, staff will:

- send letters to the customer notifying them of the type of encroachment (see Attachment C).
- make a courtesy call to the customer.
- at their request meet at the site and advise them as to the areas and type of encroachments; staff will provide the necessary guidance for abatement.

Staff has contacted and notified fourteen (14) customers on the encroachments, of which nine (9) have complied and have abated the problem; however, some of the notified customers have requested a variance due to the financial impact on the costs for removal. Staff is considering these requests and will treat these customers in a fair manner for the encroachment abatements.

Finally, some customers have also requested that the District entertain an encroachment agreement that at such time when District staff needs access, the customer will remove and incur all costs associated with the removal of the encroachment. This has been done in the past and these agreements are normally signed by the General Manager (see Attachment D for the Encroachment Agreement form).

Due to the variety of encroachments, staff will be dealing with each encroachment on a case-by-case basis and will make a recommendation to the General Manager either to enter into an encroachment agreement or to request immediate abatement. If abatement is pursued, staff will provide reasonable time for completion.

FISCAL IMPACT:

None.

STRATEGIC GOAL:

None.

LEGAL IMPACT: _____

None.



General Manager

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DC/RP:jf

Attachments: Attachment A
Attachment B
Attachment C
Attachment D
Picture A-1
Picture B-1
Picture C-1



ATTACHMENT A

SUBJECT/PROJECT:

N/A

Informational Item on Easement Encroachment Procedure

COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee reviewed this item at a meeting held on July 27, 2009. The Committee supported staff's recommendation.

NOTE:

The "Committee Action" is written in anticipation of the Committee moving the item forward for Board approval. This report will be sent to the Board as a Committee approved item, or modified to reflect any discussion or changes as directed from the Committee prior to presentation to the full Board.

ATTACHMENT B

36.03 ENCROACHMENT IN DISTRICT EASEMENTS

A. Enforcement Against Encroachments. The General Manager is authorized and directed to institute on behalf of the District any legal action necessary to prevent or remove encroachment by others in, over, or upon District easements and right-of-ways.

B. Allowance of Encroachments. The General Manager may allow encroachment in, over, or upon a District easement or right-of-way if he determines that the encroachment will not interfere with operation of the District's water or sewer systems and will not interfere with the maintenance, repair and replacement of such systems. However, such encroachment shall not be allowed until the property owner requesting the encroachment executes an encroachment agreement, approved by the District. The agreement shall provide, among other conditions, that (i) the cost of removing and replacing the encroachment shall be borne solely by the owner, and (ii) the District will not waive any rights as to its use of said easement or right-of-way, including, but not limited to, the right to enter upon said easement at any time for the purpose of making repairs, modifications, or replacement of any pipeline or road, and (iii) the encroachment will be removed upon 30-days written notice from the District to the owner. The General Manager may grant an extension of such period; however, the extension must be in writing and signed by the General Manager.

The Manager's authority to allow such encroachment shall extend to improvements that are removable and which do not exceed \$2,500 in value. All other encroachments must be approved by the Board of Directors.

36.04 CONCURRENT USE OF DISTRICT EASEMENTS

A. By Governmental Agencies. The Manager is authorized to enter into agreements for concurrent use of District easements by other governmental agencies or public utilities, provided such use does not interfere with the District's utilization of the easement.

B. By Private Persons or Entities. Concurrent use of District easements by persons or entities other than

governmental agencies or public utilities must be approved by the Board of Directors.

ATTACHMENT C

SAMPLE LETTER

DATE

NAME

ADDRESS

CITY/STATE

**SUBJECT: Encroachment of the Otay Water District's Easement in the area of
(Address: _____) (APN _____)**

Dear Mr. _____:

The following is to inform you that it has come to Otay Water District's (District) attention that you are encroaching on the easement located on your property at _____, (APN _____). After completing a Field Encroachment Study on (Date), it has been verified that a locked fence is preventing District personal from gaining access to the sewer main in the event of an emergency. The District's Code of Ordinances, Section 36.03, clearly indicates "...encroachment shall not be allowed . . ." In this case, it appears you have not complied with Section 36.03. The Code also indicates, "The General Manager is authorized and directed to institute on behalf of the District any legal action necessary to prevent or remove encroachment by others in, over, or upon District easements and right-of-ways."

Therefore, we respectfully request that you remedy the above-described encroachment within _____-days from the date of this letter. If you do not remove the encroachment on or before the expiration date of _____, we will have to arrange for its removal and you will be responsible for all costs we incur in connection therewith.

If you have any questions or comments, please feel free to contact me at (619) 670-2243 or via e-mail at dcharles@otaywater.gov. Your cooperation in this matter is greatly appreciated.

Sincerely,
OTAY WATER DISTRICT

David T. Charles
Public Services Manager

DTC:

Enclosures: Facility Map
Otay Water District's Code of Ordinances Section 36.03
Photos of Encroachment

ATTACHMENT D

RECORDING REQUESTED BY
AND AFTER RECORDING MAIL TO:

Otay Water District
2554 Sweetwater Springs Blvd.
Spring Valley, CA 91978

ENCROACHMENT AGREEMENT

THIS AGREEMENT is made as of _____, 2009,
between _____,
_____, ("Encroacher"), and the OTAY WATER DISTRICT, a municipal
water district formed under the Municipal Water District Act of
1911 ("District"), and is made with reference to the following
facts:

A. Encroacher is the encroacher in the following described
real property:

_____.

B. Encroacher, for the sole benefit of his property,
desires and has requested permission to encroach upon a portion
of the easement owned by the District, described as:

_____.

C. The purpose and nature of the encroachment is described
as follows:

_____.

AND:

No other encroachments are authorized under this Agreement.

NOW, THEREFORE, the parties do agree as follows:

1. Pursuant to Section 36.03 of the District's Code (Ordinance No. 310 and amendments thereto), District does hereby grant Encroacher the right to encroach on that portion of the above-described easement for the purpose designated above under the terms and conditions hereinafter set forth.

2. The encroachment shall be installed and maintained in a safe condition at the sole cost, risk and responsibility of the Encroacher, who shall hold the District harmless from any liability arising out of the construction, use, maintenance or destruction of said encroachment.

3. Whatever rights and obligations, which were acquired by the District with respect to the easement, shall remain and continue in full force and effect and in no way shall be affected by this grant of permission to construct and maintain said encroachment.

4. The District shall at any and all times have the right to enter upon said easement and the encroachment thereon to place, replace, remove, maintain or relocate any of the District's pipelines, facilities or appurtenances thereto in said easement, and in so doing may remove or relocate all or a portion of said encroachment. Any additional costs incurred in the placement, replacement, maintenance or relocation of the

District's pipelines or facilities caused by the encroachment being on or over said easement shall be borne by the Encroacher who agrees to promptly repay the same.

5. If at any time the District's Engineer determines that the District's pipeline, facilities or appurtenances thereto cannot be economically placed, replaced or maintained within the easement by reason of the encroachment thereon by Encroacher, Encroacher shall have the option to either forthwith, or in any case within ten (10) days, remove said encroachment at Encroacher's cost, or, as an alternative, to provide an alternate easement to relocate said easement and pipeline facilities or appurtenances thereto in a new easement upon his property, provided such new alignment is acceptable to the District and approved in writing by the District's Engineer. The new easement shall be given to the District by the Encroacher without cost, and the Encroacher shall pay for all costs of relocating the District's pipelines, facilities and appurtenances thereto.

6. The District shall not be liable for any damage done to any fixture or appurtenance placed within said easement, nor for the loss of any lateral support in or adjacent to said easement as a result of any work done in connection with the placement, maintenance or relocation of said facilities within said easement.

7. The covenants herein contained shall run with the land be binding upon the successors and assigns of Encroacher.

8. This grant of permission to encroach upon the District's easement is subject to relocation upon thirty (30)

days written notice given by the District's Engineer to Encroacher. During said thirty (30) day period Encroacher shall remove the encroachment, leaving the easement in a clean and proper condition. Should Encroacher fail to remove said encroachment during said thirty (30) day period, the District may cause such removal at the termination thereof, and the cost of such removal shall be paid by Encroacher to the District, and such costs shall constitute a lien upon said land until fully paid.

9. In the event of a breach of any of the terms of this agreement, the Encroacher agrees to indemnify the District for any expenses incurred by the District in connection with said breach, including but not limited to engineering expenses and legal fees incurred, whether or not court action is actually commenced.

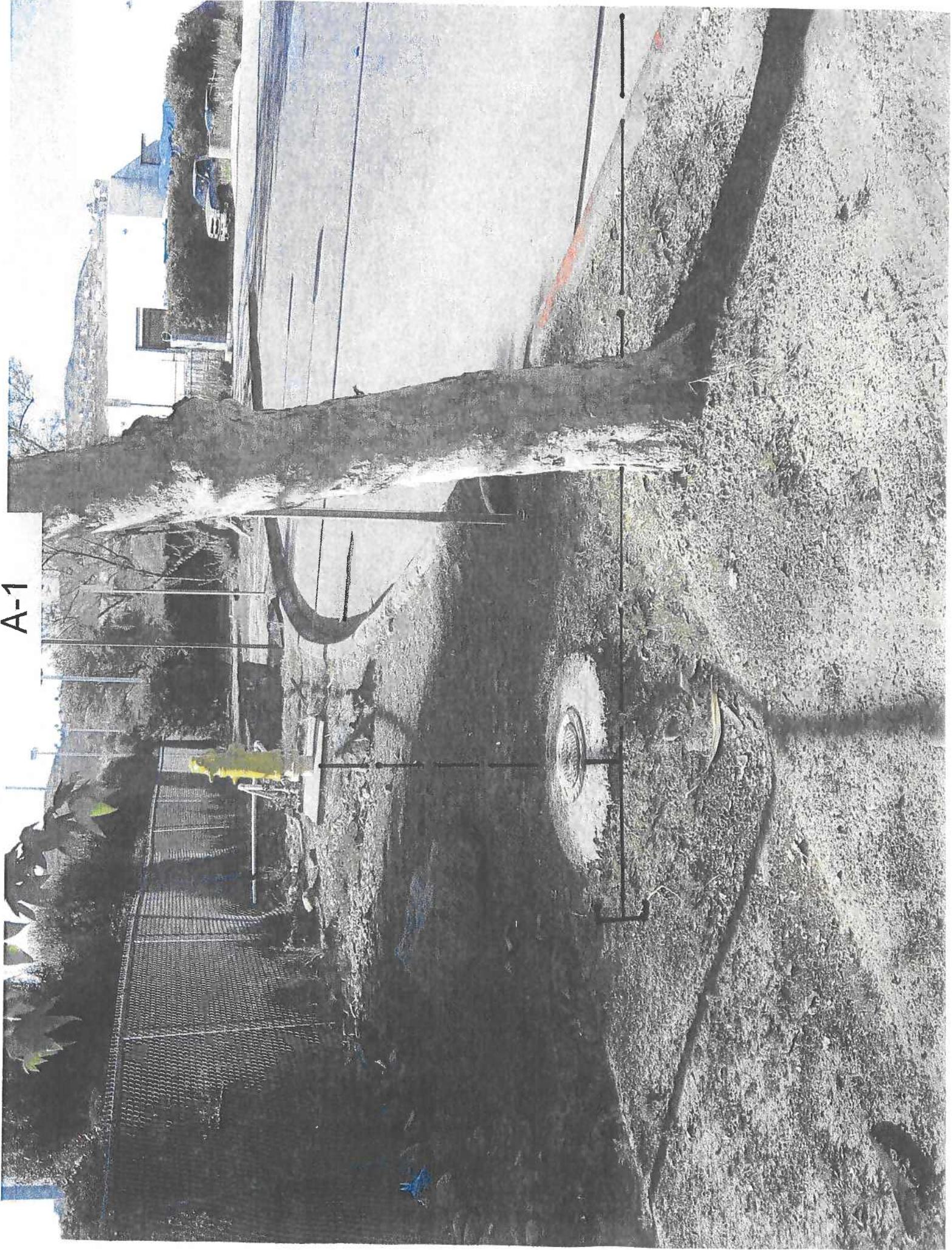
OTAY WATER DISTRICT

By _____

MARK WATTON
GENERAL MANAGER

By _____

Developer

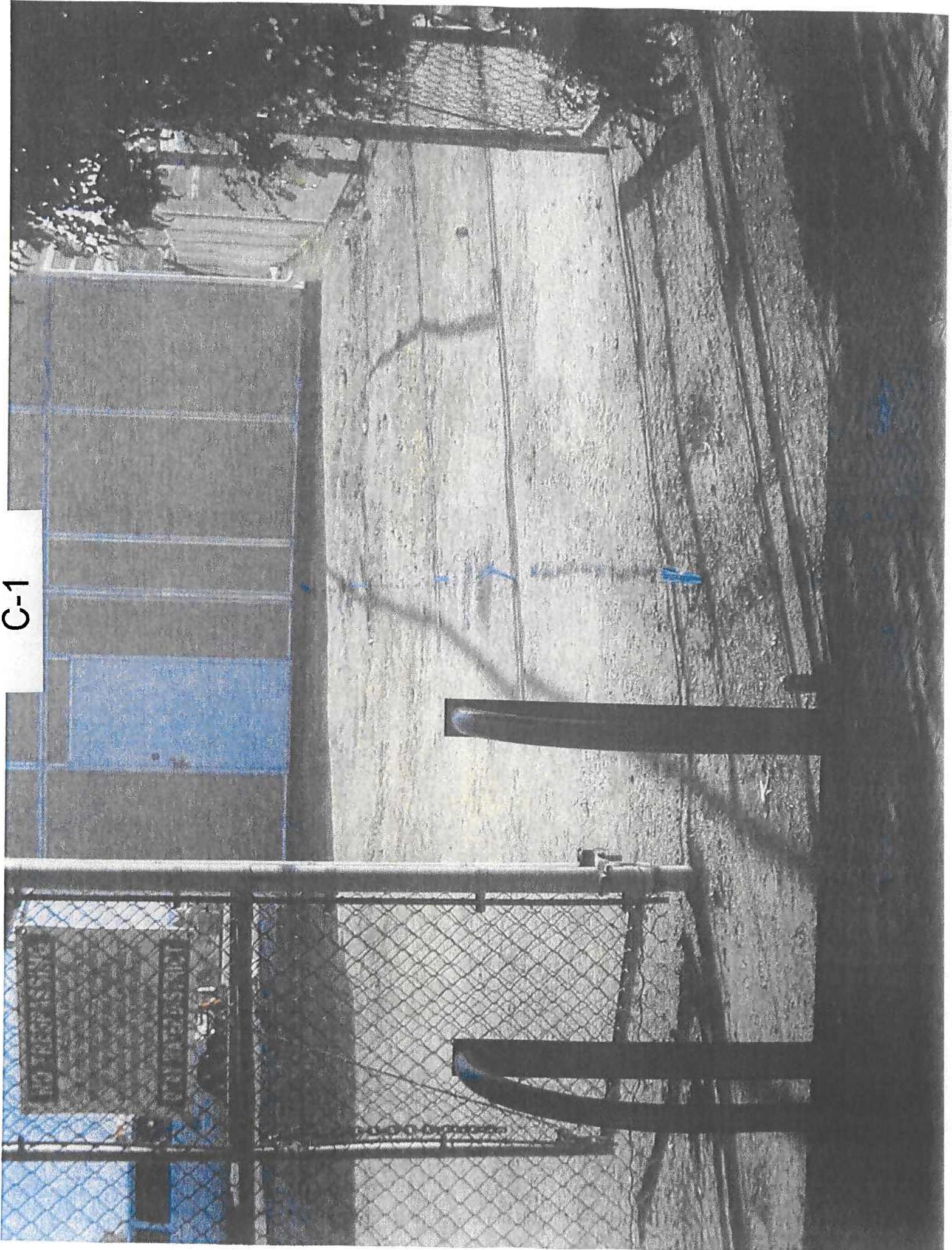


A-1

B-1

APN#5961712400
14434 Kimda Ct Possible
shed and trash pile
encroachment.





C-1