

SUCCESSOR AGENCY AGENDA

April 18, 2017
6:15 PM – Special Meeting
Council Chambers
400 N. Douty St.

CALL TO ORDER SPECIAL SESSION:

ROLL CALL BY THE CITY CLERK:

PUBLIC COMMENT:

*Comments from the public are limited to items listed on the agenda (GC 54954.3a). A maximum of **five minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

GENERAL BUSINESS:

- A. Abandonment of Rail Easement Rights

ADJOURNMENT:

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available to public inspection in the City Clerk's Office located at 319 N. Douty Street, Hanford, California 93230, during normal business hours. Such agendas are also available at the city's website, www.cityofhanfordca.com subject to staff's ability to post the agenda before the meeting.

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's office, 559-585-2515, 319 N. Douty Street, Hanford, California 93230, at least 2 days prior to the meeting {28 CFR 35.102.35.104 ADA Title II}



AGENDA STAFF REPORT

MEETING DATE: 4/18/2017	AGENDA SECTION: A
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SUBJECT:

Abandonment of Rail Easement Rights

RECOMMENDATION:

That the Successor Agency to the Community Redevelopment Agency of the City of Hanford, by motion, authorize the City Manager to execute a Quitclaim Deed abandoning easement rights originally established by the Community Redevelopment Agency of the City of Hanford.

BACKGROUND:

The Community Redevelopment Agency of the City of Hanford (RDA) sold real property located in the Kings Industrial Park to Eliot and Christina Carmi (Carmi) in 2008. The RDA reserved easement rights for the construction of a rail spur on the property (Property). A copy of the Easement Agreement (RDA Easement) recorded against the Property is provided herewith. The RDA intended to utilize the easement rights to construct a railroad spur on the Property so that the Property could access the Burlington Northern Santa Fe (BNSF) main railroad line located east of the Property.

The City of Hanford (City) purchased the Property from Carmi in 2011 using non-RDA funds. The RDA's easement rights continued in effect following the City's purchase of the Property.

Tessengerlo Kerley, Inc. (TKI) purchased the land adjacent to the Property from the RDA Successor Agency in 2013. The TKI property is bounded on the west by the Property and on the east by the BNSF main railroad line.

TKI constructed a rail spur as part of the development of its property. At the time TKI purchased its property, the City asked and TKI agreed to extend the spur onto the Property so the Property would have access to the BNSF main railroad line, as intended by the RDA. Railroad traffic traveling between the Property and the BNSF mainline railroad line will travel over the TKI property pursuant to an easement document negotiated by TKI and the City. An aerial

photo of the railroad spur constructed on the Property is provided herewith.

Helena Chemical Company is purchasing the Property and had a survey performed. The survey revealed that the rail spur constructed by TKI on the Property is not within the easement area described in the RDA Easement.

Since the rail spur envisioned by the RDA for the Property has been constructed, it is unnecessary to amend the RDA Easement to correctly describe the location of the spur. It is appropriate for the Successor agency to abandon the RDA's easement rights through the execution and recording of the attached Quitclaim Deed.

The RDA dissolution Oversight Board approved the abandonment of the easement at an April 3, 2017 meeting.

The Quitclaim Deed will not impact the easement document previously signed by the City and TKI. In other words, the owner of the Property will continue to have the right to move rail traffic over TKI's property to and from the BNSF main railroad line.

FISCAL IMPACT:

ATTACHMENTS:

Recorded Easement Agreement
Satellite Photo (002)
2017.03.29 Quitclaim Deed

Recording Requested BY:
Chicago Title Company
Escrow #41002462EG



Doc Nbr: 0810292

Doc Type: 07

Titles: 01 Pages: 009

Fees: 32.00

Taxes: 0.00

Paid: \$32.00

RECORDING REQUESTED BY:**CITY OF HANFORD****WHEN RECORDED MAIL TO:**

CITY OF HANFORD
317 N. Douty Street
Hanford, CA 93230

Kings County Clerk Recorder - 2720 05/30/20

Ken Baird

10:25:

Chicago Title Company

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

EASEMENT AGREEMENT
(Rail Easement)

22 This EASEMENT AGREEMENT "Agreement" is made and entered into this day of May, 2008, ("Effective Date") by and between THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HANFORD ("Seller"), and ELIOT CARMI, CRISTINA ALICIA CARMI, husband and wife, as joint tenants (collectively "Buyer"). Seller and Buyer are sometimes collectively referred to herein as the "Parties" and singularly as a "Party". This Agreement is made with reference to the following facts:

RECITALS

A. Seller is the owner of that certain real property located in Hanford, Kings County, State of California, consisting of two (2) parcels containing a total of 16.43 acres, and more particularly described by legal description on Exhibit "A", which is attached hereto and made a part hereof, together with all rights, privileges, easements and appurtenances thereto (collectively "Real Property").

B. Seller wishes to sell and Buyer wishes to purchase from Seller in accordance with the provisions of this Agreement, the Real Property.

C. Buyer and Seller have entered into that certain Purchase Agreement dated July 25, 2007, which is incorporated herein by reference, that specifies the details of the establishment of a Rail Easement. Paragraph 11 of the Purchase Agreement states:

"In further consideration of Seller's agreement to sell the Real Property to Buyer, Buyer shall grant to Seller, a perpetual easement for railroad purposes having a width of sixty-five (65) feet and running the length of the Real Property along northern boundary of the Real Property for railroad purposes ("Sixty-Five Foot Rail

Attachment: Recorded Easement Agreement (1934 : Abandonment of Rail Easement Rights)

northern boundary of the Real Property for railroad purposes ("**Sixty-Five Foot Rail Easement**"). The location of the Sixty-Five Foot Rail Easement and the form of the grant of easement must be acceptable to Seller.

"A Seller approved Engineer shall prepare the legal descriptions for the Sixty-Five Foot Rail Easement, at Buyer's sole cost and expense."

- D. The legal description for the Sixty-Five Foot Rail Easement is attached as Exhibit "B".

GRANT OF RAIL EASEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Buyer, for itself and its successors and assigns, does hereby grant to Seller, its successors and assigns, as follows:

- A. Railroad easement including the right, privilege and easement to construct, maintain, repair, renew, use, operate over, replace or remove railroad tracks, drainage facilities and appurtenances thereto in, along, over, upon or across that portion of the Sixty-Five Foot Rail Easement hereinafter described in Exhibit "B".
- B. Seller shall have and hold said easement for so long as the same is used or required for railroad purposes and until said Seller, its successors or assigns, shall remove all such facilities from the said premises with the intent to abandon said easement. Notice of such abandonment shall be in writing.
- C. The Sixty-Five Foot Rail Easement shall carry no restrictions. The easement rights granted herein shall be exclusive.
- D. The easement rights granted hereunder shall include, without limitation, the following: Seller may, if funds are available, construct a rail line west from the Burlington Northern Santa Fe Rail spur to the east, within the Sixty-Five Foot Rail Easement to 100 feet past the eastern property line of Buyer. The construction of any rail line extending from Seller's future railroad tracks within the Sixty-Five Foot Rail Easement area and onto Buyer's property shall be at the sole cost and expense of the Buyer. Buyer shall be responsible for the maintenance of the Sixty-Five Foot Rail Easement area. All rail construction shall meet the requirements and specifications of and be approved by the City of Hanford and Burlington Northern Santa Fe Railroad or its successor railroad company.

The foregoing list is non-exclusive and is not intended to limit the railroad activities occurring within the Sixty-Five Foot Rail Easement. Seller, Burlington Northern Santa Fe Railroad, and their successors shall be allowed to enter and

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conduct upon the Real Property any and all activities associated with current and future railroad tracks and railroad operations that may take place within the Sixty-Five Foot Rail Easement.

- E. The Buyer shall, at all times, properly maintain, at its sole and separate cost, the Sixty-Five Foot Rail Easement herein granted, and prevent same from becoming dangerous and unsightly; however, Buyer shall not modify or interfere with any railroad operations or improvements located within the Sixty-Five Foot Rail Easement.
- F. The Buyer shall not construct any structure or any other type of improvement of any kind within the Sixty-Five Foot Rail Easement.
- G. The Buyer shall permit Burlington Northern Santa Fe Railroad and its successors access to the Sixty-Five Foot Rail Easement and to exercise all easement rights established herein.

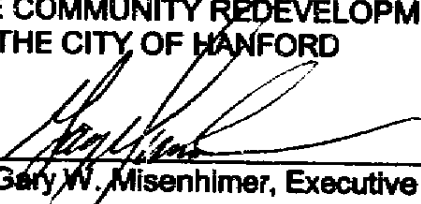
Burlington Northern Santa Fe Railroad and its successors are third party beneficiaries of this Agreement and shall have the right to enforce the terms of this document.

- H. This Agreement shall be perpetual.
- I. In the event any party to this Agreement or a third party beneficiary brings a legal action to enforce the terms contained herein, the party prevailing in such legal action shall be entitled to, as part of the Court's order or judgment, its attorneys' fees and costs relating to such legal action.
- J. This Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assign.
- K. Seller may assign its rights under this Agreement to any third party of its choosing.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first hereinabove written.

"SELLER"

THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF HANFORD

By: 
Gary W. Misenhimer, Executive Director

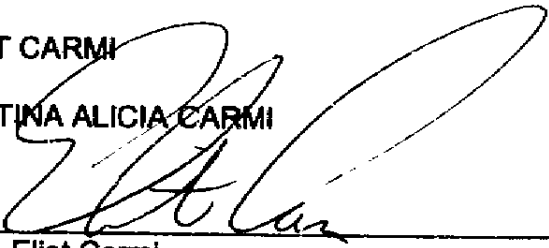
Attachment: Recorded Easement Agreement (1934 : Abandonment of Rail Easement Rights)

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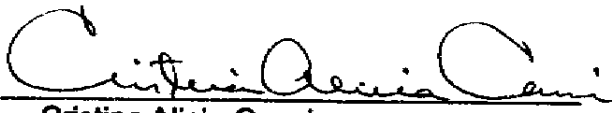
"BUYER"

ELIOT CARMÍ

CRISTINA ALICIA CARMÍ

By: 

Eliot Carmi

By: 

Cristina Alicia Carmi

STATE OF CALIFORNIA) ss.

COUNTY OF KINGS)

On May 22, 2008, before me, Karen McAlister Notary Public, personally appeared GARY W. MISENHIMER, Executive Director for the City of Hanford, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he is the authorized capacity(s), and that by his hand and signature(s) on the instrument the person(s), or the entity upon which behalf 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: Karen McAlister
Notary Public

(Seal)



Attachment: Recorded Easement Agreement (1934 : Abandonment of Rail Easement Rights)

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STATE OF CALIFORNIA) ss.

COUNTY OF ~~KINGS~~ *Los Angeles*

On May *24th*, 2008, before me, *H. E. Ekhar*, Notary Public, personally appeared ELIOT CARMI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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 which behalf 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.

Commission # 1761530-



Signature: *H. E. Ekhar*

Notary Public

(Seal)

Attachment: Recorded Easement Agreement (1934 : Abandonment of Rail Easement Rights)

STATE OF CALIFORNIA) ss.

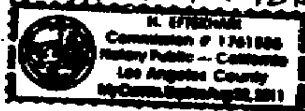
COUNTY OF KINGS *Los Angeles*

On May *24th*, 2008, before me, *H. Eftekhari*, Notary Public, personally appeared CRISTINA ALICIA CARMÍ, who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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 which behalf 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.

Commission #1761535



Signature: _____

H. Eftekhari
Notary Public

(Seal)

EXHIBIT "A"**PARCEL 1:**

That portion of the Southwest quarter of Section 13, Township 19 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Hanford, County of Kings, State of California, described as follows:

Commencing at the Southeast corner of said Southwest quarter of Section 13;

Thence, North 01°26'53" East, along the East line of said Southwest quarter, 1803.35 feet;

Thence, North 89°53'58" West, parallel with the North line of said Southwest quarter, 50.01 feet, more or less, to the Northeast corner of Parcel D of Parcel Map No. 11-10, Kings County Records;

Thence, continuing North 89°53'58" West, along said North line of Parcel D, 1862.00 feet, to the Northwest corner of said Parcel D, said point also being the Northeast corner of Parcel C of said Parcel Map No. 11-10, and the TRUE POINT OF BEGINNING;

Thence, continuing North 89°53'58" West, along the North line of said Parcel C, 676.54 feet, to the Northwest corner of said Parcel C and a point on the East right of way line of 11th Avenue;

Thence, South 01°28'20" West, along the West line of said Parcel C and said East right of way line, 529.67 feet;

Thence, South 89°53'58" East, parallel with the North line of said Parcel C, 676.54 feet, to a point on the East line of said Parcel C;

Thence, North 01°28'20" East, along said East line, 529.67 feet, to the TRUE POINT OF BEGINNING.

Parcel contains 8.22 acres
APN: 018-242-065

PARCEL 2:

That portion of the Southwest quarter of Section 13, Township 19 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Hanford, County of Kings, State of California, described as follows:

Commencing at the Southeast corner of said Southwest quarter of Section 13;

Thence, North 01°26'53" East, along the East line of said Southwest quarter, 1803.35 feet;

Thence, North 89°53'58" West, parallel with the North line of said Southwest quarter, 50.01 feet, more or less, to the Northeast corner of Parcel D of Parcel Map No. 11-10, Kings County Records;

Thence, continuing North 89°53'58" West, along said North line of Parcel D, 1862.00 feet, to the Northwest corner of said Parcel D, said point also being the Northeast corner of Parcel C of said Parcel Map No. 11-10;

Thence, continuing North 89°53'58" West, along the North line of said Parcel C, 676.54 feet, to the Northwest corner of said Parcel C and a point on the East right of way line of 11th Avenue;

Thence, South 01°28'20" West, along the West line of said Parcel C and said East right of way line, 529.67 feet, to the TRUE POINT OF BEGINNING;

Thence, continuing South 01°28'20" West, along the West line of said Parcel C, and along the West line of said Parcel D and said East right of way line, 497.67 feet, to the beginning of a tangent curve, concave Northeasterly, having a radius of 30.00 feet;

Thence, Southeasterly, along said 30.00 foot radius curve, through a central angle of 91°15'25", an arc distance of 47.78 feet;

Thence, South 89°47'05" East, parallel with the South line of said Southwest quarter of Section 13, a distance of 645.84 feet, to the intersection with the Southerly prolongation of the East line of said Parcel C;

Thence, North 01°28'20" East, along said Southerly prolongation and said East line, 529.69 feet;

Thence, North 89°53'58" West, parallel with the North line of said Parcel C, a distance of 676.54 feet, to the TRUE POINT OF BEGINNING.

Parcel contains 8.21 acres.

APN: 018-242-066

LEGAL DESCRIPTION
FOR
SIXTY-FIVE FOOT RAIL EASEMENT
APN: 018-242-065

THE SOUTH 65.00 FEET OF THE NORTH 130.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 13;

THENCE, NORTH 01°26'53" EAST, ALONG SAID EAST LINE OF SAID SOUTHWEST QUARTER, 1803.35 FEET;

THENCE, NORTH 89°53'58" WEST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, 50.01 FEET, MORE OF LESS TO THE NORTHEAST CORNER OF PARCEL D OF PARCEL MAP NO. 11-10, KINGS COUNTY RECORDS;

THENCE, CONTINUING NORTH 89°53'58" WEST, ALONG SAID NORTH LINE OF SAID PARCEL D, 1862.00 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL D, SAID POINT ALSO BEING THE NORTHEAST CORNER OF PARCEL C OF SAID PARCEL MAP NO. 11-10, AND THE TRUE POINT OF BEGINNING;

THENCE, CONTINUING NORTH 89°53'58", WEST ALONG THE NORTH LINE OF SAID PARCEL C, 676.54 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL C AND A POINT ON THE EAST RIGHT OF WAY LINE OF 11TH AVENUE;

THENCE, SOUTH 01°28'20" WEST, ALONG THE WEST LINE OF SAID PARCEL C AND SAID EAST RIGHT OF WAY LINE, 529.67 FEET;

THENCE, SOUTH 89°53'58" EAST, PARALLEL WITH THE NORTH LINE OF SAID PARCEL C, 676.54 FEET, TO A POINT ON THE EAST LINE OF SAID PARCEL C;

THENCE, NORTH 01°28'20" EAST, ALONG SAID EAST LINE, 529.67 FEET, TO THE TRUE POINT OF BEGINNING.



END OF DOCUMENT

END OF DOCUMENT

Rail Spur

TKI Property

City-Owned
Property

RDA Property to be
Sold to Helena
Chemical

© 2016 Google

Google Earth

Attachment: Satellite Photo (002) (1934 : Abandonment of Rail Easement Rights)

S 11th Ave

RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:

TY N. MIZOTE
GRISWOLD, LaSALLE, COBB,
DOWD & GIN, L.L.P.
111 E. Seventh St.
Hanford, CA 93230

- ☒ Computed on full value of property conveyed, or
☐ Computed on full value less liens & encumbrances remaining thereon at time of sale.

Signature of declarant or agent determining tax, firm name

QUITCLAIM DEED

_____XX____ City of Hanford

Unincorporated Area

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
the Successor Agency to the Community Redevelopment Agency for the City of Hanford

GRANTS and RELINQUISHES to the City of Hanford, a municipal corporation and current owner of that real property described in the attached Exhibit "A," which is incorporated herein by reference, any and all rights acquired by it pursuant to that Easement Agreement ("Easement Agreement"), recorded May 30, 2008 as Document No. 0810292, Official Records, Kings County, California. The undersigned acknowledges and confirms that Easement Agreement has been terminated and the terms thereof are no longer in effect.

**Successor Agency to the Community
Redevelopment Agency of the City of
Hanford**

Dated: April ____, 2017

By: _____
DAVID AYERS
Mayor

MAIL TAX STATEMENT TO PARTY SHOWN ON FOLLOWING LINE:

City of Hanford, 315 N. Douty, Hanford, CA 93230

Page 1 of 5

Attachment: 2017.03.29 Quitclaim Deed (1934 : Abandonment of Rail Easement Rights)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
 County of KINGS)
 _____)

On _____, before me, _____,
 notary public, personally appeared _____, who 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/she/they executed the same in his/her/their authorized capacity(ies), and that by
 his/her/their signature on the instrument the person, or the entity upon behalf of which the person
 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.

 Notary Public

(SEAL)

Attachment: 2017.03.29 Quitclaim Deed (1934 : Abandonment of Rail Easement Rights)

Exhibit "A"**PARCEL 3**

That portion of the Southwest quarter of Section 13, Township 19 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Hanford, County of Kings, State of California, described as follows;

Commencing at the Southeast corner of said Southwest quarter of Section 13;

Thence, North 01°26'53" East, along the East line of said Southwest quarter, 1803.35 feet;

Thence, North 89°53'58" West, parallel with the North line of said Southwest quarter, 50.01 feet, more or less, to the Northeast corner of Parcel D of Parcel Map No. 11-10, Kings County Records;

Thence, continuing North 89°53'58" West, along said North line of Parcel D, 1862.00 feet, to the Northwest corner of said Parcel D, said point also being the Northeast corner of Parcel C of said Parcel Map No. 11-10, and the TRUE POINT OF BEGINNING;

Thence, continuing North 89°53'58" West, along the North line of said Parcel C, 676.54 feet, to the Northwest corner of said Parcel C and a point on the East right of way line of 11th Avenue;

Thence, South 01°28'20" West, along the West line of said Parcel C and said East right of way line, 529.67 feet;

Thence, South 89°53'58" East, parallel with the North line of said Parcel C, 676.54 feet, to a point on the East line of said Parcel C;

Thence, North 01°28'20" East, along said East line, 529.67 feet, to the TRUE POINT OF BEGINNING.

Parcel 3 contains 8.22 acres

Attachment: 2017.03.29 Quitclaim Deed (1934 : Abandonment of Rail Easement Rights)

PARCEL 4

That portion of the Southwest quarter of Section 13, Township 19 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Hanford, County of Kings, State of California, described as follows;

Commencing at the Southeast corner of said Southwest quarter of Section 13;

Thence, North 01°26'53" East, along the East line of said Southwest quarter, 1803.35 feet;

Thence, North 89°53'58" West, parallel with the North line of said Southwest quarter, 50.01 feet, more or less, to the Northeast corner of Parcel D of Parcel Map No. 11-10, Kings County Records;

Thence, continuing North 89°53'58" West, along said North line of Parcel D, 1862.00 feet, to the Northwest corner of said Parcel D, said point also being the Northeast corner of Parcel C of said Parcel Map No. 11-10;

Thence, continuing North 89°53'58" West, along the North line of said Parcel C, 676.54 feet, to the Northwest corner of said Parcel C and a point on the East right of way line of 11th Avenue;

Thence, South 01°28'20" West, along the West line of said Parcel C and said East right of way line, 529.67 feet, to the TRUE POINT OF BEGINNING;

Thence, continuing South 01°28'20" West, along the West line of said Parcel C, and along the West line of said Parcel D and said East right of way line, 497.67 feet, to the beginning of a tangent curve, concave Northeasterly, having a radius of 30.00 feet;

Thence, Southeasterly, along said 30.00 foot radius curve, through a central angle of 91°15'25", an arc distance of 47.78 feet;

Thence, South 89°47'05" East, parallel with the South line of said Southwest quarter of Section 13, a distance of 645.84 feet, to the intersection with the Southerly prolongation of the East line of said Parcel C;

Thence, North 01°28'20" East, along said Southerly prolongation and said East line, 529.69 feet;

Thence, North 89°53'58" West, parallel with the North line of said Parcel C, a distance of 676.54 feet, to the TRUE POINT OF BEGINNING.

Parcel 4 contains 8.21 acres

DEED CERTIFICATION

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated April __, 2017, from the Successor Agency to the Community Redevelopment Agency for the City of Hanford, is hereby accepted by the City of Hanford and the Grantee consents to recordation by its duly authorized officer.

DATED: April __, 2017

CITY OF HANFORD,
A municipal corporation

By: _____
Darrel Pyle, City Manager

Attest: _____
Jennifer Gomez, City Clerk

Attachment: 2017.03.29 Quitclaim Deed (1934 : Abandonment of Rail Easement Rights)