

TO: James L. App, City Manager  
FROM: Meg Williamson, Assistant City Manager  
SUBJECT: Children's Museum – PG&E Easement  
DATE: August 7, 2007

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Needs: For the City Council to consider granting an easement to Pacific Gas & Electric to locate and access underground utilities at the old Fire Station No. 1 on 13<sup>th</sup> Street.

Facts:

1. On July 1, 2006 the City and the Children's Museum entered into a Lease Agreement for the long term lease of the Old Fire Station No. 1.
2. As part of the agreement the Children Museum is renovating the fire station, including electrical upgrades.
3. The PG&E easement is necessary to complete the installation of underground utilities and provide ongoing access for maintenance and inspection work.

ANALYSIS &  
CONCLUSION: The Council's approval of the easement will allow the Museum to complete their renovation work.

POLICY  
REFERENCE: July 1, 2006 Lease Agreement between the City of Paso Robles and the Children's Museum Board.

FISCAL  
IMPACT: There is no fiscal impact to the City. The Children's Museum is responsible for the cost of the improvements under the terms of the Lease.

OPTIONS:

- a. Adopt Resolution No. 07-XX to:
  - (1) grant the utility easement to Pacific Gas & Electric; and
  - (2) authorize the Mayor to execute the Grant of Easement on behalf of the City and the City Clerk to record such Grant of Easement; or
- b. Amend, modify, or reject above option.

Attachments:

1. Resolution approving grant of easement to PG&E
2. PG&E Easement Deed

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

CITY OF EL PASO DE ROBLES  
1000 SPRING STREET  
PASO ROBLES, CA 93446

ATTN.: MEG WILLIAMSON

**FOR RECORDERS USE ONLY**

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RESOLUTION NO. 07-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES  
GRANTING AN EASEMENT TO PACIFIC GAS & ELECTRIC FOR THE PURPOSE OF  
INSTALLING AND MAINTAINING UNDERGROUND UTILITIES FOR THAT PORTION  
OF THE PROPERTY OWNED BY THE CITY AT 623 – 13<sup>TH</sup> STREET & 1314 OAK STREET  
KNOWN AS THE OLD FIRE STATION NO. 1.

WHEREAS, on July 1, 2006 the City of El Paso de Robles and the CHILDREN'S  
MUSEUM AT THE PASO ROBLES VOLUNTER FIREHOUSE ("Lessee") entered into  
a Lease Agreement for the long term lease of the Old Fire Station No. 1; and

WHEREAS, the Lease Agreement requires that the Lessee meet certain renovation  
conditions before taking possession of the fire station; and

WHEREAS, as part of the renovation of the firehouse, the relocation of existing PG&E  
facilities is necessary to provide underground electric service to the property; and

WHEREAS, the underground service will be placed within property owned by the City  
as shown on Exhibit B.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the City Council of the City of Paso Robles does hereby grant an  
easement to PG&E in the form attached hereto as Exhibit A.

SECTION 2. That the City Council of the City of Paso Robles does hereby authorize the  
Mayor to execute the Grant of Easement on behalf of the City and the City Clerk is  
authorized to record such Grant of Easement.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 7th day of  
August 2007 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Frank R. Mecham, Mayor

ATTEST:

\_\_\_\_\_  
Deborah D. Robinson, Deputy City Clerk

**RECORDING REQUESTED BY AND RETURN TO:**

**PACIFIC GAS AND ELECTRIC COMPANY**  
**Land Services Office**  
**4325 South Higuera Street**  
**San Luis Obispo, CA 93401**

Location: City/Uninc \_\_\_\_\_  
Recording Fee \_\_\_\_\_  
Document Transfer Tax \$ \_\_\_\_\_

- This is a conveyance where the consideration and value is less than \$100.00 (R&T 11911)
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale.

\_\_\_\_\_  
Signature of declarant or agent determining tax

GRANTOR'S  
COPY

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2226-12-

**EASEMENT DEED**

CITY OF EL PASO DE ROBLES, a public body,

hereinafter called first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of first party situate in the City of Paso Robles, County of San Luis Obispo, State of California, described as follows:

APN 009-037-005

Those portions of Lots 13, 14 and 15 in Block 13 of the City of Paso Robles as said lots are shown upon the map filed for record in Book A of Maps at Page 169 described in the deed from Security First National Bank of Los Angeles to the City of El Paso de Robles dated September 7, 1937 and recorded in Volume 222 of Official Records at Page 099, San Luis Obispo County Records.

Said facilities shall consist of:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as second party deems necessary; all to be located within the strip of land described as follows:

A strip of land of the uniform width of 10 feet lying contiguous to and southerly of the northerly boundary line of said lands and extending from the westerly boundary line of the twenty foot alley as shown upon said map westerly 10 feet (measured along said northerly boundary line).

First party further grants to second party the right from time to time to trim or to cut down and clear away any and all trees and brush now or hereafter along said route or within said strip and shall have the further right from time to time to trim and to cut down and clear away trees on each side along said route or within said strip which now or hereafter in the opinion of second party may be a hazard to the facilities installed hereunder by reason of the danger of falling thereon, provided, however, that all trees which second party is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of first party, but all tops, lops and brush shall be burned or removed by second party.

First party shall not erect or construct any building or other structure or drill or operate any well under or within said strip.

First party further grants to second party the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within said strip, or route (including ingress thereto and egress therefrom).

First party acknowledges that they have read the attached Grant of Easement Disclosure Statement (Exhibit "A"), which by this reference is made part of this Grant of Easement Deed.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Pacific Gas and Electric Company pursuant to Section 8730(c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated \_\_\_\_\_, 20\_\_\_\_\_.

07/05/07  
Los Padres Division  
San Luis Obispo Land Services Office  
Electric Distribution  
MDM, T26S, R12E  
Sec. 33, NW¼ of NW¼  
Plat #: EE-33-21  
FERC: N/A  
PG&E Dwg. #: S-2612169  
Affected LD: N/A  
Cross Ref LD: N/A  
Interest: 4, 43  
SBE: N/A  
PM: 30545700  
JCN: N/A  
County: San Luis Obispo  
Utility Notice #: N/A  
851 Approval Application # \_\_\_\_\_  
851 Approval Decision # \_\_\_\_\_  
trp/cjm  
L# 55558.doc

City of El Paso de Robles, a public  
body

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

personally known to me (or 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.

WITNESS my hand and official seal

Signature \_\_\_\_\_

(Seal)

**CAPACITY CLAIMED BY SIGNER**

- Individual(s) Signing For Oneself/Themselves
- Corporate Officer(s) of the Above Named Corporation(s)
- Guardian of the Above Named Individual(s)
- Partner(s) of the Above Named Partnership(s)
- Attorney(s)-in-Fact of the Above Named Principal(s)
- Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT "A"**

**GRANT OF EASEMENT DISCLOSURE STATEMENT**

This Disclosure Statement will assist you in understanding your rights as a property owner when granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate your or your neighbor's, new utility service extension. **Please read this disclosure carefully before signing the Grant of Easement.**

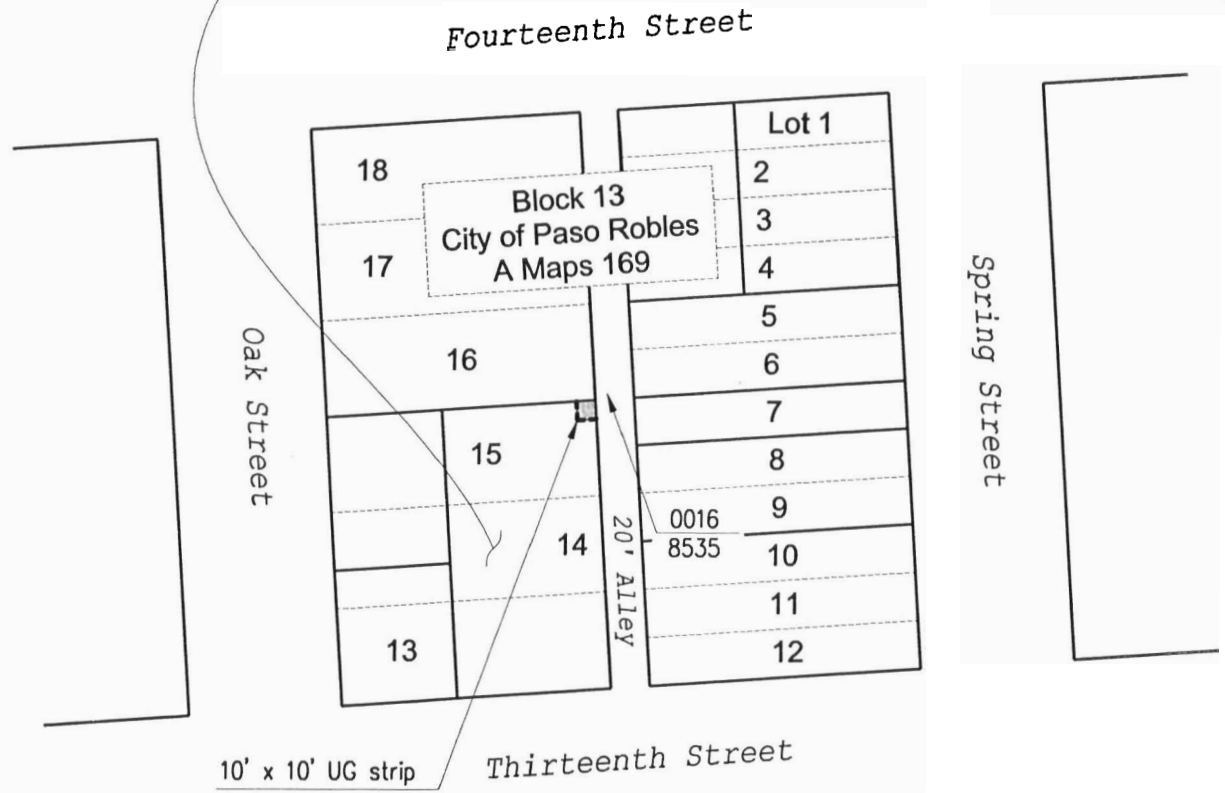
- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project, pursuant to PG&E's Electric and Gas Line Extension Rules 15 and 16, as authorized by the California Public Utilities Commission. As this is an accommodation to a single customer or group of customers and not PG&E. The California Public Utilities Commission has not authorized PG&E to purchase such easements.
- By granting this easement to PG&E, the facilities installed within the easement across your property may be used to serve additional customers in the area.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement.
- The description of the location in which the PG&E utility facilities are to be installed upon, in, on, or across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized that the applicant may perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, you will need to give your consent to the applicant, or applicant's contractor, working on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are granting the easement to PG&E of your own free will. Please return the signed and notarized Grant of Easement and this Disclosure Statement to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

# EXHIBIT "B"

Plat No. EE-33-21

City of El Paso de Robles  
222 OR 099



Section 33, NW $\frac{1}{4}$  of NW $\frac{1}{4}$

CITY, RANCHO, SUBDIVISION, ETC.

City of Paso Robles

SCALE: 1" = 100'  
DATE: 07/05/07

SECTION	TOWNSHIP	RANGE	MERIDIAN
33	26S	12E	MDM

COUNTY OF: San Luis Obispo

CHG	DATE	DESCRIPTION	AUTH	BY	CH	F.B.:	DR. BY:	CH. BY:
						Los Padres	trp	cjm

REFERENCES 55558.dwg