

ITEM 4.16

CITY MANAGER'S REPORT OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF REAL PROPERTY SALE AND APPROVAL OF EASEMENT DEEDS FOR THE OVERHEAD ELECTRICAL TRANSMISSION LINES ON CHRISTOPHER WAY AND D'ARCY PARKWAY WITH PG&E AND A RELATED BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Approving Real Property Sale and Approval of Easement Deeds for the Overhead Electrical Transmission Lines on Christopher Way and D'Arcy Parkway with PG&E and a Related Budget Amendment**

SUMMARY:

PG&E ("PGE") is processing the entitlement for an expansion of their substation on Vierra Road and the addition of two 115,000 volt transmission lines, one into the Crossroads Commerce Center to reinforce the electrical demands of that area, and one into Simplot to provide them with a secondary electrical source. A Vicinity Map is included as Attachment "B".

PGE provided an appraisal of the value of an easement through the City property along Christopher Way (Easement) and a Letter Agreement dated June 30, 2021 (Attachment "C"). PGE will pay the Easement value over the parcels on the north side of D'Arcy to Richland Crossroads, L.P. by separate agreement due to their right of reverter in that property.

Staff recommends Council Approve Real Property Sale and Approval of Easement Deeds for the Overhead Electrical Transmission Lines on Christopher Way and D'Arcy Parkway with PG&E. Sufficient funds were not included in the adopted fiscal year 2021-22 budget. Therefore, a budget amendment is necessary to increase the revenue received to fund 6030 in the amount of \$131,000.

BACKGROUND:

Several years ago, PG&E began the entitlement process for an expansion of their substation on Vierra Road and the addition of two 115,000 volt transmission lines, one into the Crossroads Commerce Center to reinforce the electrical demands of that area, and one into Simplot to provide them with a secondary electrical source. The approval process through the California Public Utilities Commission has many steps, and takes several years.

Due to their size and cost, PGE transmission towers and cables are typically located in a separate right of way rather than within the City right of way or a Public Utility Easement (PUE).

**OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF REAL PROPERTY SALE AND APPROVAL OF EASEMENT DEEDS
FOR THE OVERHEAD ELECTRICAL TRANSMISSION LINES ON CHRISTOPHER
WAY AND D'ARCY PARKWAY WITH PG&E AND A RELATED BUDGET
AMENDMENT**

In addition, the City has the right to allow other utility companies to locate their facilities in City right of way or public utility easements. PGE needs to be assured that they have adequate control over their electrical transmission lines to avoid conflicts with other utility companies and to avoid the possibility the City would require them to relocate these costly towers.

Although most PGE electrical lines are placed underground when the adjacent property develops, this requirement is limited to electrical lines of 34,500 volts or less (Lathrop Municipal Code Section 16.28.080, Underground Utilities). The proposed transmission lines are 115,000 volts and are therefore not required to be placed underground.

The Easement has two separate sections and is reflected on two separate deeds.

- The first section (Exhibit A of Attachment "C") is along Christopher Way, and it crosses three legal parcels, all owned by the City. They include Assessor's Parcel Number 198-130-35, 36, and 59. The appraised value of this easement is \$131,000 and includes \$1,000 in damages in case PGE needs to remove any of the existing street trees in the future. Staff reviewed the appraisal and agreed the comparable sales in the area result in a cost per acre equal to or higher; therefore, find the appraisal acceptable.
- The second section of the Easement area (Attachment "D") crosses D'Arcy Parkway and passes through the legal Assessor's Parcel Numbers 198-130-56, and 57. These parcels are currently owned by the City of Lathrop and are used to operate Percolation Basin #1. Parcel 6, Assessor Parcel Number 198-130-58, has an existing easement that will accommodate the transmission lines.

The second section of Easement has a right of reverter clause in the deed that dedicated the parcels from Richland to the City. For that reason, the City cannot further encumber the property by providing an easement to a utility company without the permission of Richland. On September 13, 2021, City Council approved a Funding Agreement with Richland Crossroads, L.P. for Project Costs related to the Surface Water Discharge Project CIP WW 20-17. Based on that funding Agreement, this parcel will be returned to Richland once operational for the Surface Water Discharge project at which time the City will no longer have a need for Percolation Pond #3. The reverter of land to Richland is expected to occur in Fall of 2022.

PGE negotiated the value of the second Easement with Richland. Richland has agreed to the appraised value of \$79,900 for 37,941 SF, and upon City approval of the Easement, those funds will be provided from PGE to Richland.

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AMENDMENT

REASON FOR RECOMMENDATION:

The alignment for the new transmission lines and providing a secondary power source provides the greatest benefit to the industrial area and resulting in the least impacts to manufacturing facilities such as Telsa and Simplot.

PGE reviewed with the City and with the public an extensive analysis of alternative alignments.

FISCAL IMPACT:

The increased revenue was not considered in the fiscal year 2021-22 budget. Therefore, a budget amendment is necessary to increase the revenue received as follows;

Increase Revenue

6030-50-30-318-04-50 \$131,000.

ATTACHMENTS:

- A. Resolution Approving Real Property Sale and Approval of Easement Deeds for the Overhead Electrical Transmission Lines on Christopher Way and D'Arcy Parkway and a Related Budget Amendment
- B. Vicinity Map of PGE Substation expansion and new Transmission Lines
- C. Letter Agreement, including easement Deed LD# 2201-06-10008 over City property along Christopher Way
- D. Deed LD# 2201-06-10008 over City Percolation Basin #1

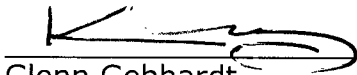
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AMENDMENT

APPROVALS:



Brad Taylor
Land Development Manager

10/5/2021
Date



Glenn Gebhardt
City Engineer

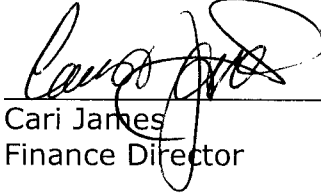
FOR

10-5-2021
Date



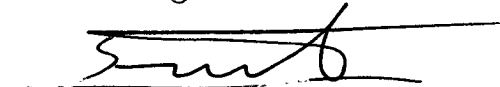
Michael King
Public Works Director

10-5-2021
Date



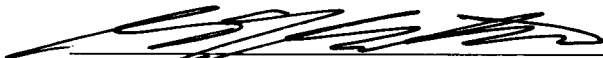
Cari James
Finance Director

10/5/2021
Date



Salvador Navarrete
City Attorney

10-5-2021
Date



Stephen J. Salvatore
City Manager

10.5.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING OF REAL PROPERTY SALE AND APPROVAL OF EASEMENT DEEDS FOR THE OVERHEAD ELECTRICAL TRANSMISSION LINES ON CHRISTOPHER WAY AND D'ARCY PARKWAY WITH PG&E AND A RELATED BUDGET AMENDMENT

WHEREAS, PG&E ("PGE") has recognized that manufacturing facilities like Tesla and Simplot require a secondary source of power to minimize any downtime for their facilities; and

WHEREAS, PGE reviewed with the City and with the public an extensive analysis of alternative alignments, and the alignment for the new transmission lines that provided the greatest benefit to the industrial area and resulted in the least impacts, was the Christopher Way alignment shown on Attachment "B" to the City Managers Report dated October 11, 2021; and

WHEREAS, PGE is processing the entitlement for an expansion of their substation on Vierra Road and the addition of two 115,000 volt transmission lines, one into the Crossroads Commerce Center to reinforce the electrical demands of that area, and one into Simplot to provide them with a secondary electrical source; and

WHEREAS, due to their size and cost, PGE transmission towers and cables are typically located in a separate right of way rather than within the City right of way or a Public Utility Easement (PUE). In addition, the City has the right to allow other utility companies to locate their facilities in City right of way or public utility easements. PGE needs to be assured that they have adequate control over their electrical transmission lines to avoid conflicts with other utility companies and to avoid the possibility the City would require them to relocate these costly towers; and

WHEREAS, PGE needs to be assured that they have adequate control over their electrical transmission lines to avoid conflicts with other utility companies and to avoid the possibility the City would require them to relocate these very expensive towers; and

WHEREAS, although most PGE electrical lines are placed underground when the adjacent property develops, this requirement is limited to electrical lines of 34,500 volts or less (Lathrop Municipal Code Section 16.28.080, Underground Utilities), and since the proposed transmission lines are 115,000 volts, they are not required to be placed underground; and

WHEREAS, the Easement has two separate sections and is reflected on two separate deeds; and

WHEREAS, the first section is along Christopher Way, and it crosses three legal parcels, all owned by the City. They include Assessor's Parcel Number 198-130-35, 36, and 59; and

WHEREAS, the appraised value of this easement is \$131,000 and includes \$1,000 in damages in case PGE needs to remove any of the existing street trees in the future. Staff reviewed the appraisal and agreed the comparable sales in the area result in a cost per acre equal to or higher; therefore, find the appraisal acceptable; and

WHEREAS, the second section of the Easement area (Attachment "D") crosses D'Arcy Parkway and passes through the legal Assessor's Parcel Numbers 198-130-56, and 57. These parcels are currently owned by the City of Lathrop and are used to operate Percolation Basin #1. Parcel 6, Assessor Parcel Number 198-130-58, has an existing easement that will accommodate the transmission lines; and

WHEREAS, the second section of Easement has a right of reverter clause in the deed that dedicated the parcels from Richland to the City. For that reason, the City cannot further encumber the property by providing an easement to a utility company without the permission of Richland. On September 13, 2021, City Council approved a Funding Agreement with Richland Crossroads, L.P. for Project Costs related to the Surface Water Discharge Project CIP WW 20-17. Based on that funding Agreement, this parcel will be returned to Richland once operational for the Surface Water Discharge project at which time the City will no longer have a need for Percolation Basin #1. The reverter of land to Richland is expected to occur in Fall of 2022; and

WHEREAS, PGE negotiated the value of the second Easement with Richland. Richland has agreed to the appraised value of \$79,900 for 37,941 SF, and upon City approval of the Easement, those funds will be provided from PGE to Richland; and

WHEREAS, the City, as the current property owner, also needs to sign the Easement Deed; and.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the Real Property Sale and Approval of Easement Deeds for the Overhead Electrical Transmission Lines on Christopher Way and D'Arcy Parkway with PG&E; and

BE IT FURTHER RESOLVED, the City Council of the City of Lathrop does hereby approve a budget amendment to increase the revenue received in fund 6030 in the amount of \$131,000 as follows;

Increase Revenue

6030-50-30-318-04-50 \$131,000

The foregoing resolution was passed and adopted this 11th day of October 2021, by the following vote of the City Council, to wit:

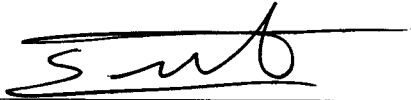
- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas
City Clerk



Salvador Navarrete
City Attorney

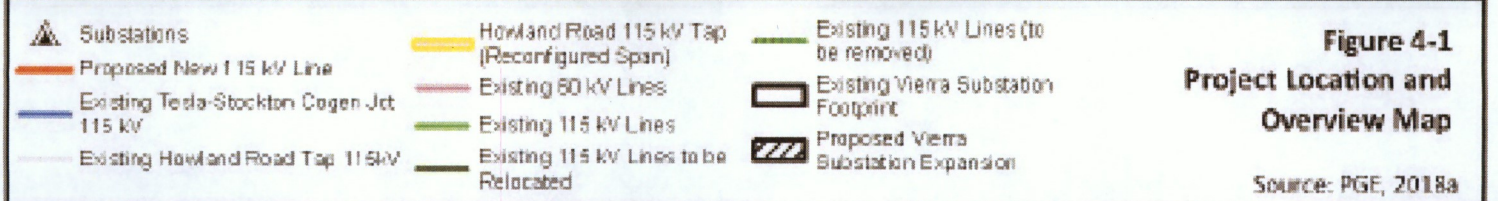
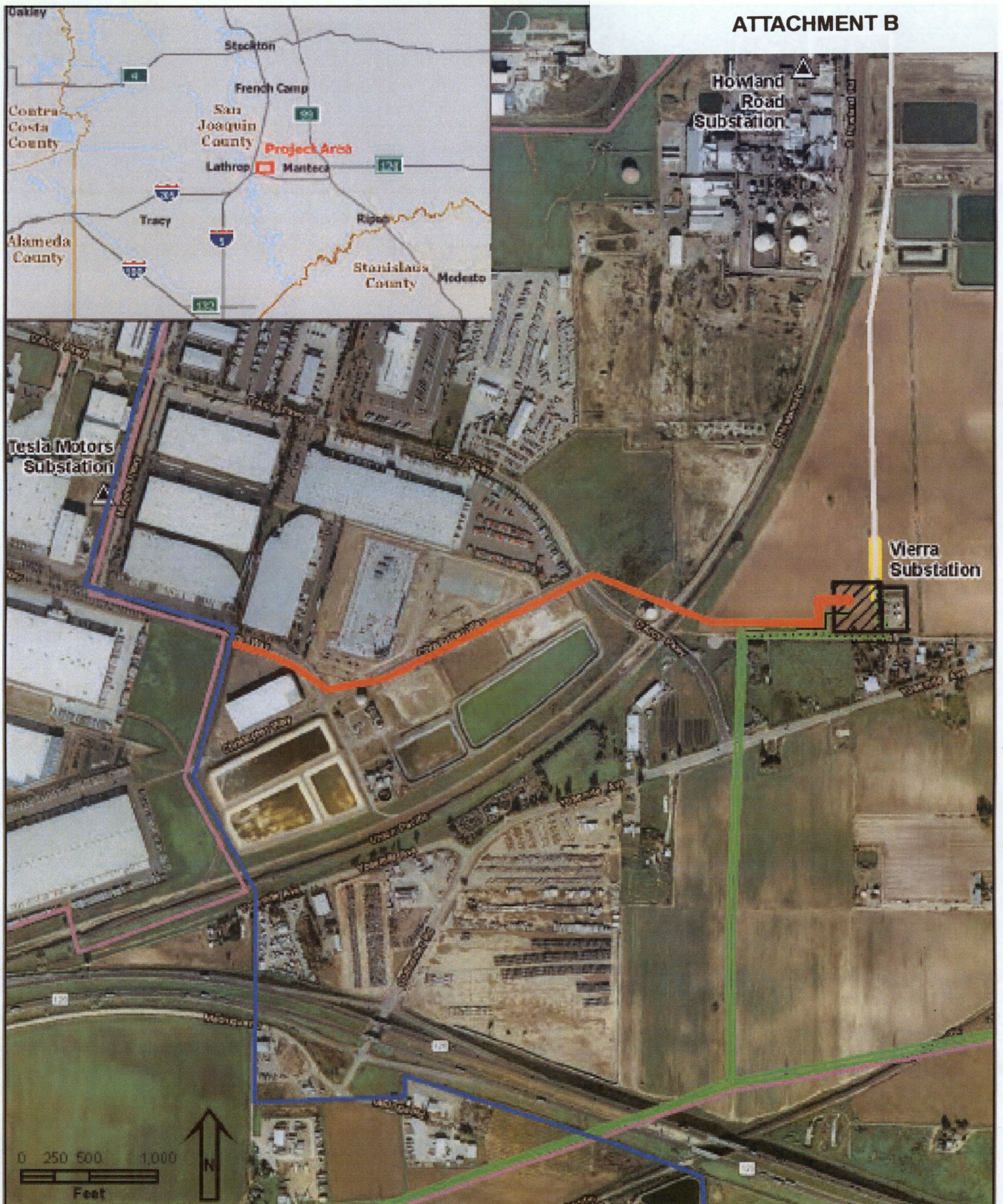


Figure 4-1
Project Location and
Overview Map

Source: PGE, 2018a

ELECTRIC TRANSMISSION EASEMENT (REV. 03/2020)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

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
- Exempt from the fee per GC 27388.1 (a) (2). This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2201-06-10012

EASEMENT DEED

9 20 2 (74014761)
Vierra T-line Reinforcement

CITY OF LATHROP, a California municipal corporation,

("Grantor"), in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Grantee"), the receipt of which is hereby acknowledged, grants to Grantee the right to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use poles, towers, and/or other structures (or any combination thereof), with such wires and cables as Grantee deems necessary for the transmission and distribution of electric energy and for communication purposes, and all necessary foundations, footings, crossarms, guys, anchors, underground and overhead ground wires, and other appliances, fixtures, and appurtenances, together with a right of way, within the easement areas described below, lying within Grantor's lands situated in the City of Lathrop, County of San Joaquin, State of California, described as follows:

(APN 198-130-56 & 198-130-57)

See LANDS described in EXHIBIT "A" attached hereto

The easement areas are described as follows:

See STRIP described in EXHIBIT "A" attached hereto.

Grantee's Drawing attached hereto as EXHIBIT "B" for reference purposes only.

Grantor further grants to Grantee:

(a) the right of ingress to and egress from the easement area over and across the lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided, that such right of

ingress and egress shall not extend to any portion of the lands which is isolated from the easement area by any public road or highway, now crossing or hereafter crossing the lands;

(b) the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within the easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of the easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations;

(c) the right from time to time to enlarge, improve, reconstruct, relocate and replace any facilities constructed hereunder with any other number or type of facilities either in the original location or at any alternate location or locations within the easement area;

(d) the right to use such portion of the lands contiguous to the easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of the facilities;

(e) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the easement area; and

(f) the right to mark the location of the easement area by suitable markers set in the ground; provided that the markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the easement area.

Grantee covenants and agrees:

(a) not to fence the easement area;

(b) to repair any damage to the lands caused by Grantee as result of exercising its right of ingress and egress granted herein; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use the easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not:

(a) place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well (except for Grantor's existing monitoring well shown on EXHIBIT "B"), or construct any reservoir or other obstruction within the easement area, or diminish or substantially add to the ground level within

the easement area, or construct any fences that will interfere with the maintenance and operation of the facilities; and

(b) deposit, or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, within the easement area, which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder.

RICHLAND CROSSROADS, L.P., retained automatic reversionary rights to the lands as addressed in the City of Lathrop's Certificate of Acceptance that stated, "This is to certify that the interest in real property conveyed by the Grant Deed with Right to Reverter dated May 26, 2015 and recorded as document number 2015-062316. San Joaquin County Records, from Richland Crossroads, L. P., to the City of Lathrop, municipal corporation and governmental agency in the County of San Joaquin, State of California, is hereby accepted by order of the City Council of the City of Lathrop, on May 4, 2015, Item 1. 2. 2, and the grantee consents to the recordation thereof by its duly authorized officer." Richland Crossroads, L.P. now consents to the conveyance of the easement rights provided for herein being granted by the City of Lathrop to Pacific Gas and Electric Company.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated _____, 20_____.

CITY OF LATHROP, a California municipal corporation

By _____

Print name and title

RICHLAND CROSSROADS, L.P., a California limited partnership

By 

John C. Troutman
~~Vice President of General Partner~~

Print name and title

I hereby certify that a resolution was adopted
On the ____ day of _____, 20____, by the

authorizing the foregoing grant of easement.
By _____

Area 6
Sacramento Land Services Office
Line of Business: Electric Transmission (42)
Business Doc Type: Easement
MTRSQ: 22.01.06.35.32, 22.02.06.02.44
PG&E Drawing Number(s): SL-15XX
PLAT NO. Y1010 & Y1106
LD of any affected documents: NA
LD of any Cross-referenced documents: NA
TYPE OF INTEREST: Electric Tower Line Easement (2), Electric Pole Line Easement (3),
Electric Underground Easement (4), Communication Easement (6)
SBE Parcel Number: NA
Order # or PM #: 74014761
JCN: 06-15-072
County: San Joaquin
85I Approval Application No. _____ Decision _____
Prepared By: EKF2
Checked By: CXOQ
Revision Number: 1

RECORD THIS PAGE WITH DOCUMENT

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

An 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 Orange

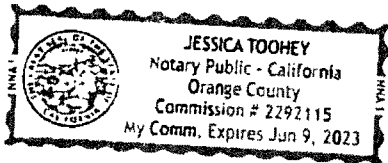
On July 22, 2021 before me, Jessica Toohey, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John C Troutman
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.



Place Notary Seal and/or Stamp Above

Signature Jessica Toohey
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

LD 2201-06-10012
74014761 (06-15-072)
Vierra T-line Reinforcement

EXHIBIT "A"

LANDS:

PARCELS 7 and 8 as shown upon the Parcel Map filed for record July 28, 2004 in Book 23 of Parcel Maps at page 47, San Joaquin County Records.

STRIP:

A strip of land of the uniform width of 60 feet extending from the southwesterly boundary line of said PARCEL 8 northeasterly and southeasterly to the southeasterly boundary line of said PARCEL 7 and lying 30 feet on each side of the line described as follows:

Beginning at a point in the southwesterly boundary line of said PARCEL 8 and running thence

(1) north 63° 32' 11" east 41.64 feet, more or less,

to a point which bears north 86° 58' 55" east 94.80 feet distant from the found 2 ½ inch brass disk in monument well marking the intersection of Christopher Way and D'arcy Parkway as shown upon said Parcel Map filed for record July 28, 2004; thence continuing

(2) south 67° 16' 18" east 590.72 feet, more or less,

to a point in the southeasterly boundary line of said PARCEL 7; excepting therefrom any portion thereof lying outside of said PARCELS 7 and 8.

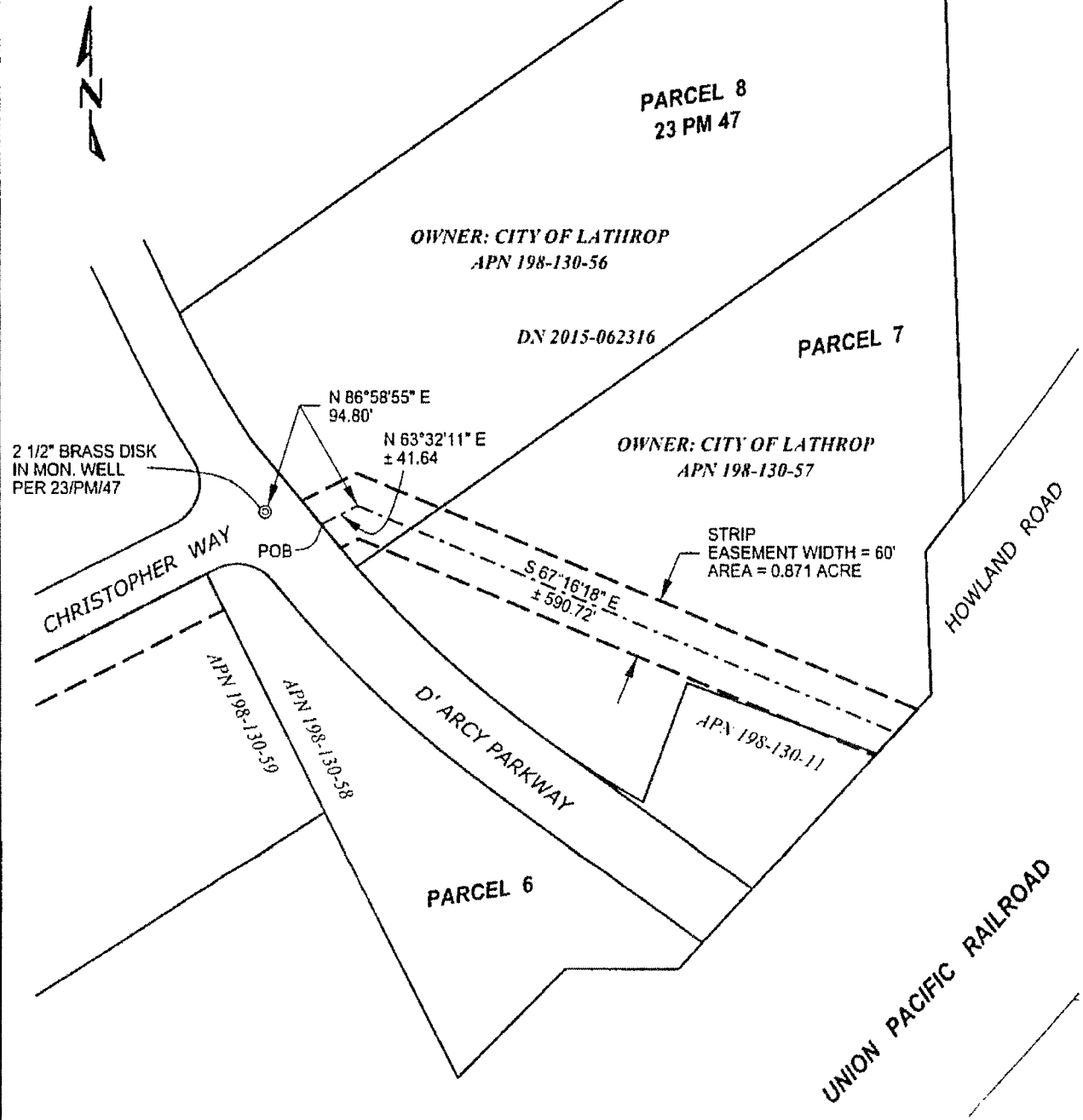
Containing 0.871 acres, more or less.



The basis of bearings used is based on the centerline of Christopher Way which according to said Parcel Map has a bearing of N 63°32'30" E, taken as N 63°33'26" E.

T. 1 S., R. 6 E., MDM
 SEC. 35, SW 1/4 of SE 1/4
 SEC. 35, SE 1/4 OF SW 1/4

BASIS OF BEARINGS:
 THE CENTERLINE OF CHRISTOPHER WAY AS SHOWN UPON
 23 PM 47, FILED JULY 28, 2004, S.J.C.R., WHICH ACCORDING
 TO SAID MAP HAS A BEARING OF N 63°32'30"E, TAKEN
 AS N 63°33'26"E.



2 1/2" BRASS DISK
 IN MON. WELL
 PER 23/PM/47

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG ALL BOUNDARIES OR LINES.


AUTHORIZATION
74014761

BY
DR EKF2
CH CXOQ
O.K. EKF2
DATE 9/15/2020

EXHIBIT "B"

VIERRA LOOPING
CITY OF LATHROP
LATHROP, CA

PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



JCN 06-15-072
 AREA N. VALLEY
 COUNTY SAN JOAQUIN
 SCALE NONE

SHEET NO. 1 OF 1

DRAWING NUMBER CHANGE
SL-15XX



LETTER AGREEMENT

June 30, 2021

Glenn Gebhardt
City of Lathrop

Re: Vierra Looping, Electric Transmission Project
APN: 198-130-35,36,59/18800 Christopher Way, Lathrop CA.

Dear Mr. Gebhardt:

At Pacific Gas and Electric Company (PG&E), we're committed to strengthening our electric transmission system to better serve our communities. As part of that commitment, we are moving forward with our Vierra Looping Electric Transmission Project. In order to facilitate the Project, PG&E proposes to acquire a new easement through your property. Here are the key terms:

- 1. Premises: 1.492 acres in San Joaquin County with APN's 198-130-35,36,59.
- 2. Type of Agreement: Permanent Easement.
- 3. Price: \$131,000.
- 4. Use: Overhead Electrical Transmission Line.
- 5. Conditions: See LD # 2201-06-10008.

Copies of the easement deed is enclosed for your consideration and signature. Signatures to the easements must be acknowledged by a notary. An IRS W-9 form is also included and must be completed and signed in order to process your payment. Please return the signed W-9 form and the notarized.

Please contact me with any questions or if you need assistance with notarization.

Sincerely,

Jeff Aldal, SR/WA, Senior Right of Way Agent
June 30, 2021

Please sign and date to indicate your agreement with the above referenced terms:

Signature: _____

Date: _____

Title: _____

ELECTRIC TRANSMISSION EASEMENT

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

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
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2201-06-10008

EASEMENT DEED

9 20 4 (74014761)

Vierra T-line Reinforcement

CITY OF LATHROP, a California municipal corporation,

("Grantor"), in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Grantee"), the receipt of which is hereby acknowledged, grants to Grantee the right to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use poles, towers, and/or other structures (or any combination thereof), with such wires and cables as Grantee deems necessary for the transmission and distribution of electric energy and for communication purposes, and all necessary foundations, footings, crossarms, guys, anchors, underground and overhead ground wires, and other appliances, fixtures, and appurtenances, together with a right of way, within the easement areas described below, lying within Grantor's lands situated in the City of Lathrop, County of San Joaquin, State of California, described as follows:

(APN 198-130-35, 36, 59)

See LANDS described in EXHIBIT "A" attached hereto

The easement areas are described as follows:

See STRIP described in EXHIBIT "A" attached hereto.

Grantee's Drawing Number SL-1593 is attached hereto as EXHIBIT "B" for reference purposes only.

Grantor further grants to Grantee:

(a) the right of ingress to and egress from the easement area over and across the lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall

occasion the least practicable damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of the lands which is isolated from the easement area by any public road or highway, now crossing or hereafter crossing the lands;

(b) the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within the easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of the easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations;

(c) the right from time to time to enlarge, improve, reconstruct, relocate and replace any facilities constructed hereunder with any other number or type of facilities either in the original location or at any alternate location or locations within the easement area;

(d) the right to use such portion of the lands contiguous to the easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of the facilities;

(e) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the easement area; and

(f) the right to mark the location of the easement area by suitable markers set in the ground; provided that the markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the easement area.

Grantee covenants and agrees:

(a) not to fence the easement area;

(b) to repair any damage to the lands caused by Grantee as result of exercising its right of ingress and egress granted herein; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use the easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not:

(a) place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well (except for Grantor's existing monitoring well shown on EXHIBIT "B"), or construct any reservoir or other obstruction within the easement area, or diminish or substantially add to the ground level within

the easement area, or construct any fences that will interfere with the maintenance and operation of the facilities;

(b) deposit, or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, within the easement area, which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder; and

(c) construct a conductive fence in the easement area within 8 feet of any pole, tower, and/or other structure installed by Grantee.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated _____, 20_____.

CITY OF LATHROP, a California municipal corporation

By _____

Print name and title

By _____

Print name and title

| |
|--|
| <p>I hereby certify that a resolution was adopted</p> <p>On the ___ day of _____, 20___, by the</p> <p>_____</p> <p>authorizing the foregoing grant of easement.</p> <p>By _____</p> |
|--|

Area 6
Sacramento Land Services Office
Line of Business: Electric Transmission (42)
Business Doc Type: Easement
MTRSQ: 22.01.06.35.23, 22.01.06.35.32, 22.02.06.02.44
PG&E Drawing Number(s): SL-1593
PLAT NO. Y1010 & Y1106
LD of any affected documents: NA
LD of any Cross-referenced documents: NA
TYPE OF INTEREST: Electric Tower Line Easement (2), Electric Pole Line Easement (3),
Electric Underground Easement (4), Communication Easement (6)
SBE Parcel Number: NA
Order # or PM #: 74014761
JCN: 06-15-072
County: San Joaquin
851 Approval Application No. _____ Decision _____
Prepared By: EKF2
Checked By: CXOQ
Revision Number: 3

RECORD THIS PAGE WITH DOCUMENT

LD 2201-06-10008
74014761 (06-15-072)
Vierra T-line Reinforcement

EXHIBIT "A"

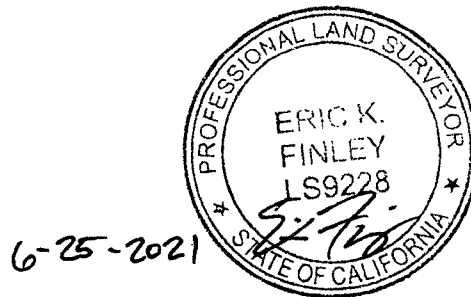
LANDS:

PARCEL 2 as shown upon the Parcel Map filed for record February 20, 1990 in Book 16 of Parcel Maps at page 184, San Joaquin County Records, and the parcel of land described in the deed from River Islands Public Financing Authority to the City of Lathrop dated November 18, 2016 and recorded as document number 2017-019108, and the parcel of land described in the quitclaim deed from Crossroads Crea Investors, LLC, to the City of Lathrop dated December 23, 2003 and recorded as document number 2003-293368, San Joaquin County Records.

STRIP:

A strip of land of the uniform width of 40 feet lying contiguous to and southeasterly of the southeasterly boundary line of Christopher Way (60 feet wide) and extending from the northeasterly boundary line of said PARCEL 2, southwesterly 1,625.00 feet (measured along said southeasterly boundary line).

Containing 1.492 acres, more or less.



T. 1 S., R. 6 E., MDM
 SEC. 35, S 1/2 of SW 1/4
 T. 2 S., R. 6 E., MDM
 SEC. 2, N 1/2 of NW 1/4



D' ARCY PARKWAY

APPROX. LOCATION EXISTING MONITORING WELL

PARCEL 6
23 PM 47

STRIP
EASEMENT WIDTH = 40'
AREA = 1.492 ACRES

PARCEL 5
23 PM 47

PARCEL 2
16 PM 184

CHRISTOPHER WAY - 60' WIDE
1625.00'

PARCEL 4

OWNER:
CITY OF LATHROP
DN 2004-270240
APN 198-130-59

APN 198-130-60

OWNER:
CITY OF LATHROP

OWNER:
CITY OF LATHROP
DN 2017-019108
APN 198-130-36

APN 198-130-35

OWNER:
CITY OF LATHROP
DN 2003-293368

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG ALL BOUNDARIES OR LINES.

AUTHORIZATION
74014761

BY
DR EKF2
CH CXOQ
O.K. EKF2
DATE 9/15/2020

EXHIBIT "B"
 VIERRA LOOPING
 CITY OF LATHROP
 LATHROP, CA
 PACIFIC GAS AND ELECTRIC COMPANY
 San Francisco California



| | |
|----------------|-------------|
| JCN | 06-15-072 |
| AREA | N. VALLEY |
| COUNTY | SAN JOAQUIN |
| SCALE | NONE |
| SHEET NO. | 1 OF 1 |
| DRAWING NUMBER | CHANGE |
| SL-1593 | |