



Memorandum

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

Reviewed by: [Signature] Date: 3/15/19
for General Manager

DATE: March 15, 2019
TO: General Manager
FROM: Director of Engineering & Compliance/District Engineer
SUBJECT: Approve a PG&E Easement Deed for Electrical Supply to RAMCO Enterprises LP (On Adjacent Parcel).

RECOMMENDATION: Approve a PG&E Easement Deed for Electrical Supply to RAMCO Enterprises LP crossing over District property to adjacent Parcel #203-021-01.

BACKGROUND

In 2014 or thereabouts, RAMCO Enterprises LP (RAMCO) began leasing land abutting District property on the Armstrong Ranch property for agricultural purposes. Since that time, RAMCO has incrementally developed increasingly larger portions of the property for organic strawberry production. In 2016, RAMCO purchased the Armstrong Ranch property and as part of their agricultural land development, installed several water supply wells for irrigation purposes. The wells obtain water from the "deep aquifer" at depths of about 1600 feet and were permitted by the Monterey County Environmental Health Department. The wells are sealed to depths below the more shallow aquifers where seawater intrusion is a potential. The northwestern most well is located just to the south of the District's entrance road, Charlie Benson Lane. For RAMCO to receive electricity to operate the water supply well pump from PG&E, overhead electrical transmission lines would need to cross over District property from the existing PG&E transmission lines located on the adjacent property to the north of District property (refer to Drawing 31372318B of the attached Easement Deed). This staff report presents the PG&E Easement Deed proposed to provide overhead electrical transmission cables (aka power lines) crossing over District property to a new power pole located on RAMCO property (APN #203-021-01) for operation of the RAMCO water supply well.

At the Board's February Meeting, Director Campbell requested that this matter be removed from the Consent Agenda and be re-scheduled for the March Board Meeting to allow time for further review and identification of any risks. Staff discussed the matter with the Monterey County Environmental Health Department permitting representative that issued the permit for the water supply well. Staff, as well as Director Campbell, also spoke with Marina Coast Water District. No risk factors were reported.

DISCUSSION

Electrical supply to the new water supply well that is in the northwestern portion of the former Armstrong Ranch property, now owned by RAMCO, is desired by RAMCO as there is presently no electrical source on that portion of their property. There is however an existing PG&E electrical transmission line located about 150 feet away from the water supply well. The District's entrance road is located between the PG&E electrical transmission lines and the RAMCO well. To provide electrical supply to the RAMCO well, an easement to PG&E for a new overhead electrical transmission line across District property is required. The PG&E easement is proposed to have the dimensions of

approximately 30 feet by 100 feet (~3000 square feet). RAMCO has requested that the District grant this easement to PG&E to provide electrical service to the RAMCO well. RAMCO has also inquired about purchasing power from the District's generators to operate the water well.

FINANCIAL IMPACT

RAMCO will purchase power from PG&E, so the District is not involved in either the selling nor purchasing of power. Compensation to the District for the PG&E easement deed across District property will be the responsibility of RAMCO. The compensation will consist of

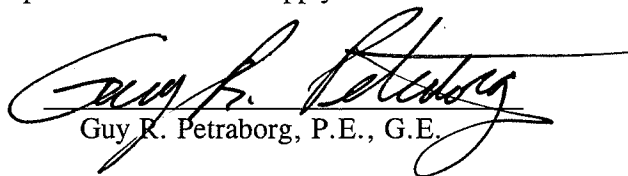
- \$95 for the easement deed for the real estate assessment.
- Reimbursement of any and all cost(s) to the District to record the easement.
- Reimbursement of the District for staff time incurred in meeting with PG&E and RAMCO in the development of the easement deed.
- Reimbursement of the District for any and all costs associated with easement maintenance (such as vegetation maintenance inside or affecting the easement should such costs be incurred by the District).
- A one-time payment of \$1200 to the District on the first day of the second year of the easement.

STRATEGIC PLAN

The District's involvement in this matter fits under several general policy directives cited in the District's "Pillars of Sustainability" plan. Principally under the Finance pillar which speaks to the continued development of strategic partnership interests. RAMCO has future interests in obtaining a power purchase agreement with the District to purchase the District's renewable energy generated by the 5MW landfill gas to energy facility (LFGTE). Should that occur, PG&E infrastructure would be used to transmit power to the RAMCO water supply well and a distribution cost would be charged by PG&E.

CONCLUSION

Staff therefore recommends that the Board approve the PG&E Easement Deed (~3,000 square feet) Agreement for Electrical Supply to RAMCO Enterprises LP for the operation of a water supply well on the former Armstrong Ranch (APN #203-021-01).


Guy R. Petraborg, P.E., G.E.

Attachment

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: Unincorporated Monterey County

Recording Fee \$ _____

Document Transfer Tax \$ N/A

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# 2214-02-

EASEMENT DEED

MONTEREY PENINSULA GARBAGE AND REFUSE DISPOSAL DISTRICT, a political subdivision of the State of California,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, install, replace (of initial or any other size), remove, maintain, inspect and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the unincorporated area of the County of Monterey, State of California, described as follows:

(APN 229-011-011)

The parcel of land described in the deed from Kenneth Martin and Marjorie Martin and Vivian L. Lapiere to Monterey Peninsula Garbage and Refuse Disposal District, a political subdivision of the State of California dated August 14, 1964 and recorded in Reel 371 of Official Records Page 849, Monterey County Records.

Said facilities and easement area are described as follows:

Such overhanging wires, cables, crossarms, fixtures, and appurtenances, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the strip of land described as follows:

Commencing at the found 1 ½” iron pipe, tagged RCE 1215 marking the northwest corner of Parcel “D” as shown on that Record of Survey filed for record October 27, 1965 in Book 7 of Maps of Surveys at page 102, Monterey County Records; thence along the north line of Parcel “D”,

(a) South 61°42’24” East 1057.71 feet;

(b) North 61°42’24” West 14.93 feet,

to the TRUE POINT OF BEGINNING; thence leaving the north line of Parcel "D"

(1) North 28°17'36" East 100.00 feet.

The foregoing description is based on a survey made by Blair, Church & Flynn in June 2018. The bearings used are based on a course along the north line of Parcel "D" as shown on the Record of Survey filed for record October 27, 1965 in Book 7 of Maps of Surveys at page 102, Monterey County Records, which has a bearing of South 61°24'00" East and a length 1057.45 feet.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said 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.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities;

Grantor shall not 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, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, construct, use, maintain, inspect, reconstruct, replace and remove communications facilities within said easement area (including ingress thereto and egress therefrom).

Grantor reserves the right to reconstruct, widen, repair, and otherwise maintain the existing road in said easement area which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall maintain a minimum clearance of 40 feet.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "A", attached hereto and made a part hereof

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: _____, _____.

MONTEREY PENINSULA GARBAGE AND
REFUSE DISPOSAL DISTRICT, a political
subdivision of the State of California

By _____

By _____

I hereby certify that a resolution was adopted on
the _____ day of _____, 20____,
by the _____
authorizing the foregoing grant of easement.
By _____

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 _____)

On _____, before me, _____, Notary Public,
Insert name

personally appeared _____

_____ 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.

Signature of Notary Public (Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____



EXHIBIT "A"

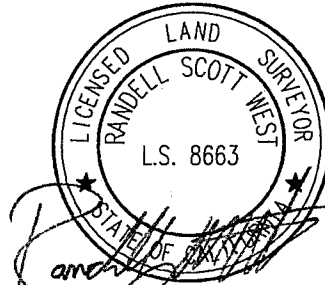
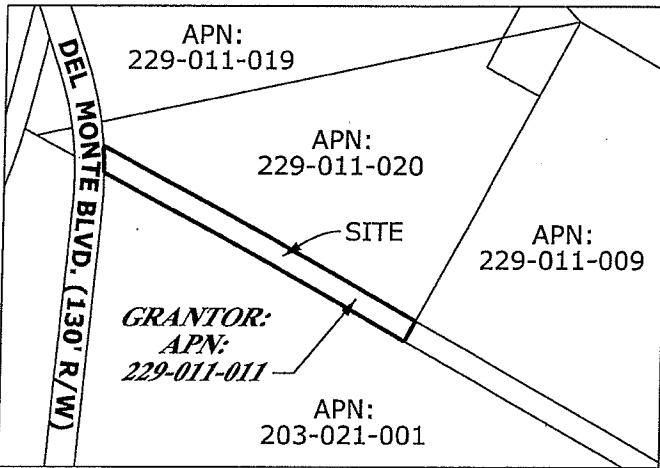
GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **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. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area. Installation of any proposed facilities outside of this easement area will require an additional easement.
- 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 in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work 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.

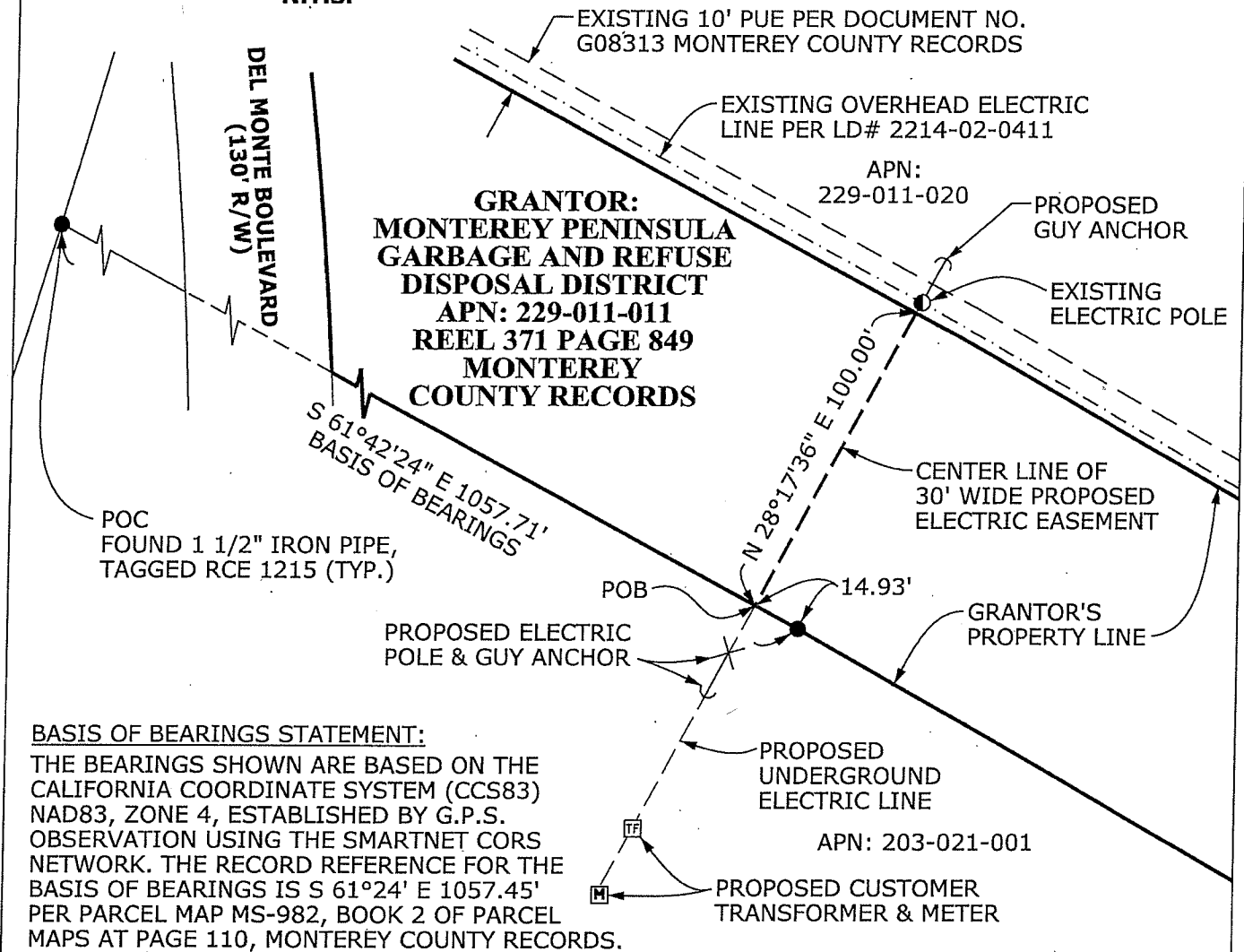
By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of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

LD# 2214-02-



(SW 1/4 OF THE
SE 1/4 OF SEC 07
AND
NW 1/2 OF THE
NE 1/4 OF SEC 18)

**VICINITY MAP
N.T.S.**



BASIS OF BEARINGS STATEMENT:
THE BEARINGS SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83) NAD83, ZONE 4, ESTABLISHED BY G.P.S. OBSERVATION USING THE SMARTNET CORS NETWORK. THE RECORD REFERENCE FOR THE BASIS OF BEARINGS IS S 61°24' E 1057.45' PER PARCEL MAP MS-982, BOOK 2 OF PARCEL MAPS AT PAGE 110, MONTEREY COUNTY RECORDS.

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

Applicant: SUNBERRY GROWERS LLC				SCALE N.T.S.	DATE 02-05-2019
ELECTRIC EASEMENT, MONTEREY COUNTY					
SECTION (18)	TOWNSHIP (14 S.)	RANGE (2 E.)	MERIDIAN M.D.B. & M.	COUNTY OF: MONTEREY	CITY OF: N/A
PLAT MAP REFERENCES		ELECTRIC F06 LD# 2214-02-0411		F.B.: BCF	DR.BY: D6GU CH.BY: KXEC
		PG&E	CENTRAL COAST DIVISION	113741549 AUTHORIZ	31372318B DRAWING NO.

Attach to LD: 2214-02-

Area, Region or Location: 3

Land Service Office: Salinas

Line of Business: Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: (22.14.02.18.11, 22.14.02.18.14, 22.14.02.07.23)

FERC License Number: N/A

PG&E Drawing Number: 31372318B

Plat No.: Electric F06

LD of Affected Documents: N/A

LD of Cross Referenced Documents: 2214-02-0411

Type of interest: Electric Pole Line Easements (3), Communication Easements (6)

SBE Parcel: N/A

% Being Quitclaimed: N/A

PM: 31372318

JCN: N/A

County: Monterey

Utility Notice Number: N/A

851 Approval Application No: N/A; Decision: N/A

Prepared By: D6GU

Checked By: RSW *RSW*

Approved By: PxNe

Revised by: