

**RESOLUTION NO. 2017-058**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
GRANTING THE SACRAMENTO MUNICIPAL UTILITY DISTRICT (SMUD) AN  
EASEMENT AND SETTING ASIDE AN AREA FOR SMUD AND OTHER UTILITY  
COMPANIES OVER CITY-OWNED PARCELS (CEQA EXEMPT)**

**WHEREAS**, the City of Elk Grove (City) is fee owner of parcels of land along the north side of Whitelock Parkway between Bruceville Road and the Cosumnes Oaks High School access driveway (Wolf Pack Lane); and

**WHEREAS**, the Sacramento Municipal Utility District (SMUD) is planning to underground a 69kV facility and appurtenances along with a small 12kV facility and has designed a project titled "*Carico - Cape Verde Substation 69kV/12kV Infrastructure Install located on the north side of Whitelock Parkway between Bruceville Road and Wolf Pack Lane*" (Project); and

**WHEREAS**, SMUD has requested easements in order to access and utilize portions of these City-owned parcels along Whitelock Parkway between Bruceville Road and Wolf Pack Lane for the undergrounding of a 69kV electrical facility, and a 12kV facility; and

**WHEREAS**, the City is willing to grant SMUD an easement for the 69kV facility only, in a portion of land described in the Legal Description attached to Exhibit 1, Grant of Easement for 69kV Electrical Facilities, attached hereto, which ensures that relocation of SMUD's facilities for a future light rail extension or similar transportation facility would be at the expense of SMUD, and which also includes an indemnification of the City by SMUD; and

**WHEREAS**, the City is willing to set aside an area described in the Legal Description (Exhibit A) and shown on the Plat (Exhibit B) attached to Exhibit 2, Terms and Conditions of Set-Aside, which preserves the City's right to move any utility at any time, with the costs of relocation paid by the utility company; and

**WHEREAS**, the City has determined that the Project would be exempt from review under CEQA pursuant to Categorical Exemption Class I (State CEQA Guidelines Section 15301), which applies to the minor alteration of existing public facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Elk Grove hereby finds:

- 1) The proposed Project is exempt from the California Environmental Quality Act (CEQA) under Class 1 of Section 15301 subsection (b) for, "existing facilities of both investor and publically owned utilities used to provide electric power, natural gas, sewerage, or other public utility services." The granting of an easement for the 69 kV underground facility and the 12kV facility east of Wolf Pack Lane would not have a significant impact on the environment.

- 2) That the grant of the SMUD easement and the set-aside area for SMUD and other utility companies over the City-owned property would be consistent with and not violate the General Plan and all elements and components thereof; and
- 3) That the public interest will be served by the herein set aside.

**AND BE IT FURTHER RESOLVED** that the easement, as described in the legal description labeled Exhibit "A" and as shown on Exhibit "B" both attached to Exhibit 1, Grant of Easement for 69kV Electrical Facilities, attached hereto, is approved by the City;

**AND BE IT FURTHER RESOLVED** that the set-aside area for the 12kV and other utilities, as described in Exhibit "A" and shown on the plat included as Exhibit "B" (12kV), can be set-aside for utility purposes subject to the language as described in Exhibit 2, Terms and Conditions of Set-Aside, attached hereto; and

**BE IT FINALLY RESOLVED** that the City Council of the City of Elk Grove authorizes and directs the City Manager to sign the easement deed attached hereto as Exhibit 1 granting SMUD the easement as described in Exhibit A and as shown on the plat labeled Exhibit B (69kV), and does declare the set-aside area as described in Exhibit "A" and shown on the plat attached hereto as Exhibit "B" (12kV) be set-aside for use by SMUD and other utility companies subject to the language as described in Exhibit 2 attached hereto; and directs that the executed Easement Deed be provided to SMUD for its acceptance by its board, and to have it returned to the City Clerk for recordation at the County Recorder of the County of Sacramento and direct the City Clerk to record this resolution at the County Recorder of the County of Sacramento.

**PASSED AND ADOPTED** by the City Council of the City of Elk Grove this 22<sup>nd</sup> day of March 2017.



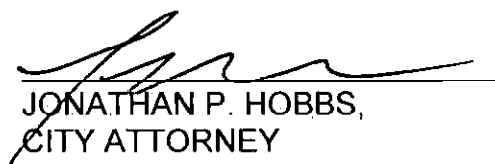
STEVE LY, MAYOR of the  
CITY OF ELK GROVE

ATTEST:



JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:



JONATHAN P. HOBBS,  
CITY ATTORNEY

**\WHEN RECORDED RETURN TO:**

**Sacramento Municipal Utility District  
Real Estate Services K 222  
P.O. Box 15830  
Sacramento, CA 95825-1830**

**No Fee Document - Per Government Code 27383  
No Document Transfer Tax - Per R & T Code 11922**

**Okay to Accept**

**Name/Date:** \_\_\_\_\_

**Print Name & Dept:** \_\_\_\_\_

**APN:** Portion of 132-0280-024, -036, -038; 132-0050-136, -137; 132-0270-114

**Project Name & Dept:** \_\_\_\_\_ (SMUD) **THIS SPACE FOR RECORDER'S USE ONLY**

**R/W U-2016/087  
SO 30125278**

**GRANT OF EASEMENT FOR 69kV ELECTRICAL FACILITIES**

City of Elk Grove, a municipal corporation (hereinafter referred to as "GRANTOR"), do(es) hereby grant to Sacramento Municipal Utility District, a municipal utility district, its successors and assigns, (hereinafter referred to as "SMUD"), an easement for electrical and communication purposes, (hereinafter referred to as "Easement"), inclusive of digging, constructing, reconstructing, repairing, operating, upgrading and forever maintaining underground conduits, wires, and cables together with all necessary appurtenances ("Facilities"), including the right to excavate, construct, reconstruct, repair, operate, and forever maintain said Facilities appertaining thereto, including a right-of-way over, under, upon and across all that real property, (hereinafter referred to as "Easement Area"), situated in the County of Sacramento, State of California, described as follows:

**SEE EXHIBITS "A" and "B" attached hereto and made a part hereof;**

Together with the right of ingress and egress from said Easement Area, for the purpose of exercising and performing all of the rights and privileges herein granted.

The grant of this easement includes the right to trim and remove any trees or foliage along said easement, if necessary to protect Facilities from damage or injury to individuals.

To the fullest extent permitted by law, SMUD by accepting this Easement shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims and lawsuits, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described in this easement, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of electrical purpose work performed by SMUD, except to the extent such loss or damage is caused by the sole negligence, or willful misconduct of the City.

The right to indemnity under this Section arises only upon occurrence of an event giving rise to a claim and or lawsuits and, thereafter, upon tender in writing to SMUD.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation shall survive termination of the Easement.

**RED File No. 30125278**

**LOG No. RW U-2016/87**

In order to ensure the safety and integrity of the 69kV line, the City will not grant other utility easements in the Easement Area. However, perpendicular utility crossings currently exist and SMUD has represented that it has reviewed those perpendicular crossings and concluded they do not conflict with this Easement (this grant does not perfect those rights it only acknowledges their existence). In addition, the following structures or flatware exist above the Facilities: sidewalk, light poles, bus stop sign, bus shelter with bench, vegetation, ornamental shade structure, and similar ("Improvements"). Should SMUD disturb any of these Improvements it shall restore the Improvements to its existing condition before disturbance and should such restoration be impossible SMUD shall replace it in-kind. Future perpendicular utility crossings may be granted by the City after consultation with SMUD to prevent unreasonable interference with the 69kV line. Notwithstanding the above Grant of Easement, at a future date the light rail extension project or similar transportation project shall cross or be placed directly above the 69kV Easement Area in some locations and shall have an existing superior right to do so as shown on the Laguna Ridge Specific Plan. Nothing in this grant shall limit the ability of the light rail extension project or similar transportation project from locating as shown on the Laguna Ridge Specific Plan. Should the City, Regional Transit, or a successor agency need a larger clearance distance for its anticipated transportation facility, SMUD shall be required to relocate its Facilities to the extent necessary to avoid, to the satisfaction of Regional Transit, the City, and or successor agency, that conflict with the existing light rail corridor for the extension project or similar transportation project, as shown on the Laguna Ridge Specific Plan. SMUD shall pay relocation costs.

[Signature page to Easement for 69kV]

**Warrant of Signature Authority.** The Grantor warrants the signature appearing on this instrument of real property (i.e. Easement Deed, Grant Deed, Quit-Claim Deed) has the legal and requisite signatory authority for the conveyance of Grantor's real property interest. Further, the Parties acknowledge and agree that this Grantee, which is a public entity, is relying on said Warrant of Signature Authority when accepting this real property instrument for recordation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**(Type in Signature Block if Grantor is a LLC, Corp, Partnership, etc.)**

\_\_\_\_\_  
**(Type name of person signing document)**

\_\_\_\_\_  
**(Type name of Additional person signing document. Delete lines if not needed)**

\_\_\_\_\_  
**(Type Title of person signing document)**

\_\_\_\_\_  
**(Type Title of person signing document)**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**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 \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, notary public,  
date name of notary officer

personally appeared \_\_\_\_\_,  
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.

\_\_\_\_\_  
Signature of Notary

—————OPTIONAL SECTION—————

**CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

- Title(s)
- PARTNER(S)      LIMITED
  - GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
Name of Person(s) or entity(ies)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OPTIONAL SECTION:**

TITLE OR TYPE OF DOCUMENT: \_\_\_\_\_

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

NUMBER OF PAGES \_\_\_\_\_ DATE \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

\*\*\*\*\*

**CERTIFICATE OF ACCEPTANCE**  
Sacramento Municipal Utility District

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the Sacramento Municipal Utility District, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. 2011-0011 of the Board of Supervisors of said County adopted on January 11, 2011 and the Grantee consents to recordation thereof by its duly authorized officer.

\_\_\_\_\_  
Supervisor, Real Estate Services

\_\_\_\_\_  
Date

\*\*\*\*\*

**LEGAL DESCRIPTION  
EXHIBIT A**

All that real property situated in the City of Elk Grove, County of Sacramento, State of California, located within the southeast Quarter of Section 3, the northeast Quarter of Section 10, the northwest Quarter of Section 11 and the South Half of Section 2, all Township 6 North, Range 5 East, Mount Diablo Meridian, being a portion of Lot F as shown on that certain Subdivision Map entitled "Subdivision No. 03-479.01 Del Webb -- Laguna Ridge Village 1", filed for record on November 13, 2006 in Book 359 of Maps, at Page 2, Sacramento County Records, and portions of the lands described in the following twelve (12) Grant Deeds recorded in Sacramento County Official Records:

- 1) Recorded on November 17, 2006 in Book 20061117, at Page 984
- 2) Recorded on September 5, 2006 in Book 20060905, at Page 444
- 3) Recorded on September 5, 2006 in Book 20060905, at Page 442
- 4) Recorded on September 5, 2006 in Book 20060905, at Page 443
- 5) Recorded on August 23, 2006 in Book 20060823, at Page 1131
- 6) Recorded on August 23, 2006 in Book 20060823, at Page 1129
- 7) Recorded on August 23, 2006 in Book 20060823, at Page 1130
- 8) Recorded on November 17, 2006 in Book 20061117, at Page 987
- 9) Recorded on August 16, 2012 in Book 20120816, at Page 1434
- 10) Recorded on February 1, 2007 in Book 20070201, at Page 1150
- 11) Recorded on February 1, 2007 in Book 20070201, at Page 1149
- 12) Recorded on March 2, 2007 in Book 20070302, at Page 297

and more particularly described in the following two (2) routes:

1. Within a strip of land 25 feet in width, the northerly sideline of which is described as follows: **Commencing** at a 2-1/2" brass disc, stamped for Quarter corner, in a monument well marking the South Quarter corner of said Section 3; thence, along the south line of said Section 3, North 89°25'20" East a distance of 104.16 feet;

Thence, leaving said Section line at a right angle, North 00°34'40" West a distance of 2.21 to a point on the west line of said Lot F, said point being the **Point of Beginning**;

Thence, North 89°24'19" East a distance of 326.07 feet;

Thence, South 81°07'56" East a distance of 91.23 feet;

Thence, North 89°24'19" East a distance of 2131.15 feet to a point in the section line common with said Sections 3 and 2;

Thence, continuing North 89°24'19" East a distance of 1691.16 feet to the arc of a tangent curve to the left;

Thence, along said tangent curve, having a radius of 1943.0 feet, subtended by a chord bearing North 85°23'55" East a distance of 271.54 feet;

Thence, North 81°23'31" East a distance of 236.72 feet;

Thence, North 79°19'32" East a distance of 190.17 feet to the arc of a tangent curve to the right;

Thence, along said tangent curve, having a radius of 2072.0 feet, subtended by a chord bearing North 87°53'40" East a distance of 104.05 feet;

Thence, North 89°18'54" East a distance of 198.71 feet to a point in the east line of the southwest Quarter of said Section 2; said point bears North 00°40'35" West a distance of 72.05 feet from a 2-1/2" brass disc, stamped for Quarter corner, in a monument well marking the South Quarter corner of said Section 2.

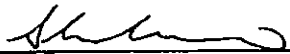
2. Within a strip of land 18 feet in width, the northerly sideline of which is described as follows: **Commencing** at said South Quarter corner of Section 2; thence, along said east line of the southwest quarter of Section 2, North 00°40'35" West a distance of 65.98 feet to the **Point of Beginning**;

Thence, leaving said east line, North 89°31'57" East a distance of 947.96 feet to a point in the easterly line of the parcel of land described in said Grant Deed recorded in Book 20070302, at Page 297.

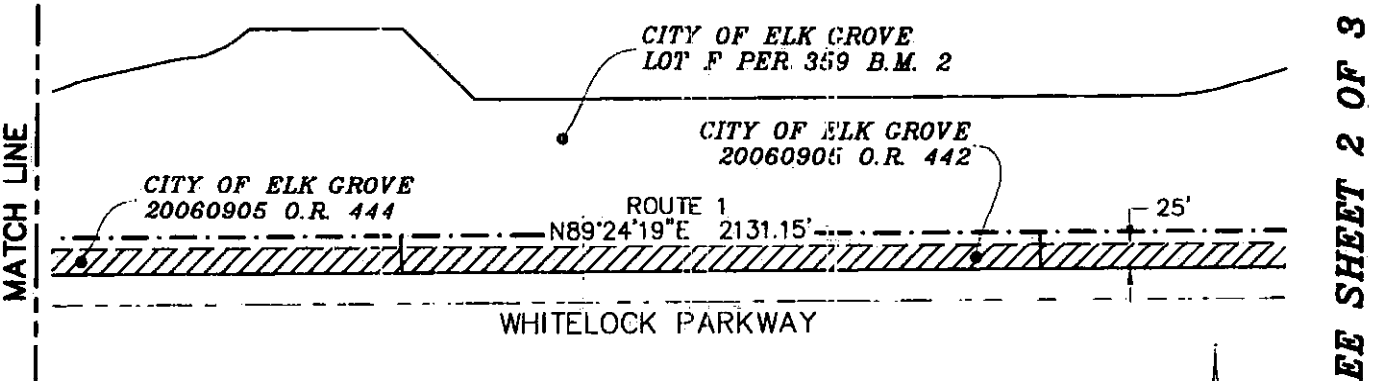
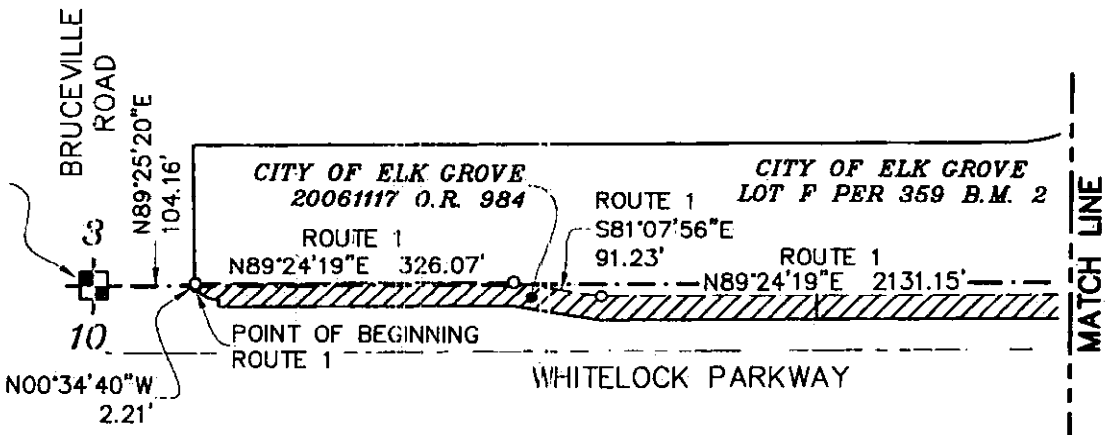
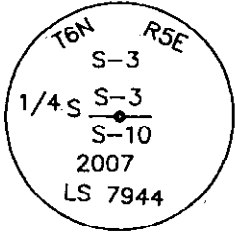
EXCEPTING THEREFROM any portions of routes 1 and 2 lying within the public roads now known as Big Horn Boulevard, Carinata Drive, Whitelock Parkway, and the private road now known as Wolf Pack Lane.

A plat entitled "Exhibit B" is attached hereto and by this document made a part hereof.



 3/2/17  
Shane Anderson, LS 8568 DATE

P.O.C. ROUTE 1  
 FOUND 2-1/2" BRASS  
 DISC IN MONUMENT  
 WELL STAMPED:



- P.O.C. = POINT OF COMMENCEMENT
- B.M. = BOOK OF MAPS
- O.R. = OFFICIAL RECORDS
- o = DIMENSION POINT, NOTHING FOUND OR SET
- ⊕ = QUARTER SECTION CORNER, AS NOTED

30125278



*Shane M. Anderson*

DATE 3/2/17	TITLE
SCALE 1"=200'	<b>EXHIBIT B</b>
DR. SMA	
CHKD.	



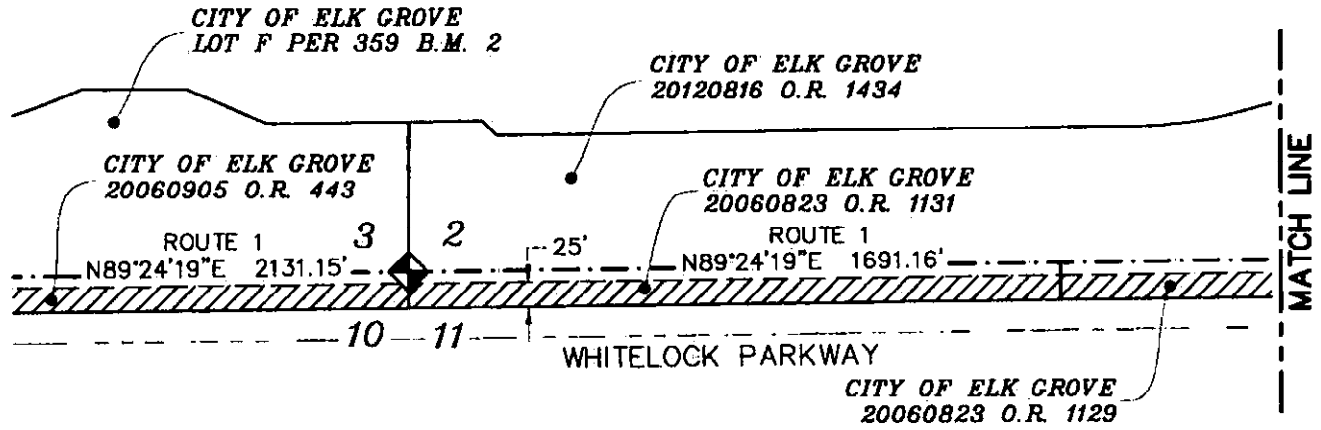
DWG. NO. R/W U-2016/087-S	REV. 1
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SHEET 1 OF 3

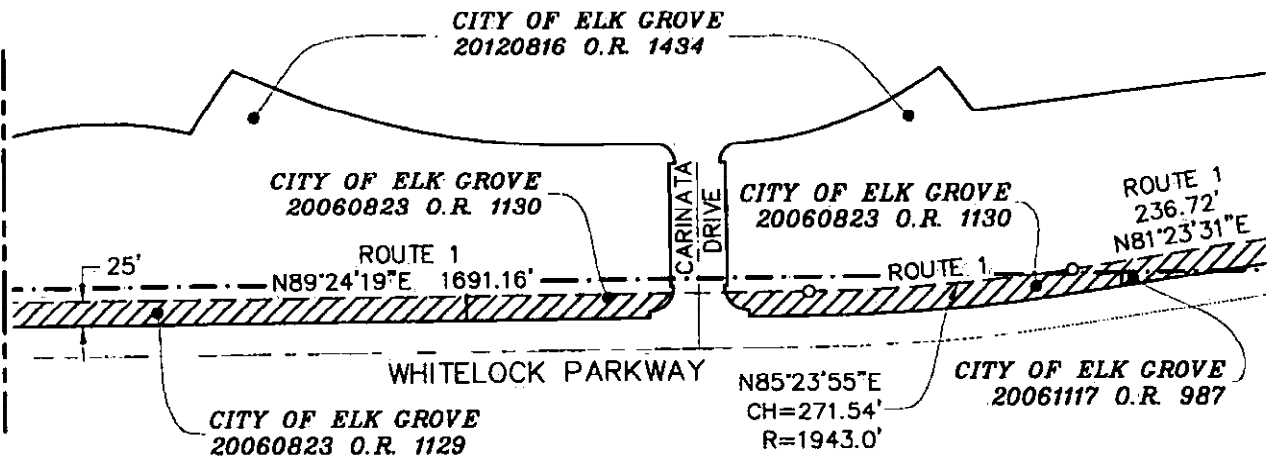
SEE SHEET 2 OF 3



SEE SHEET 1 OF 3



MATCH LINE



SEE SHEET 3 OF 3

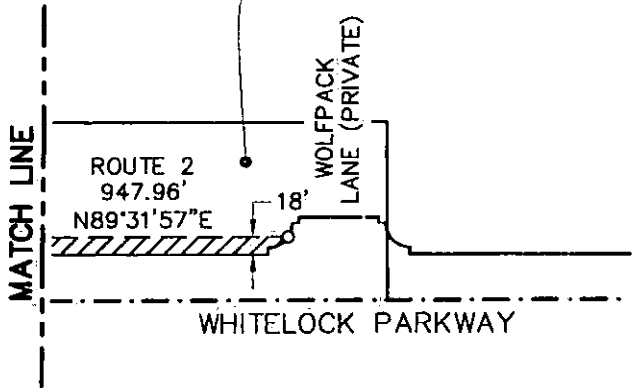
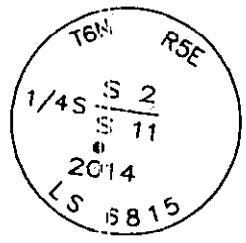
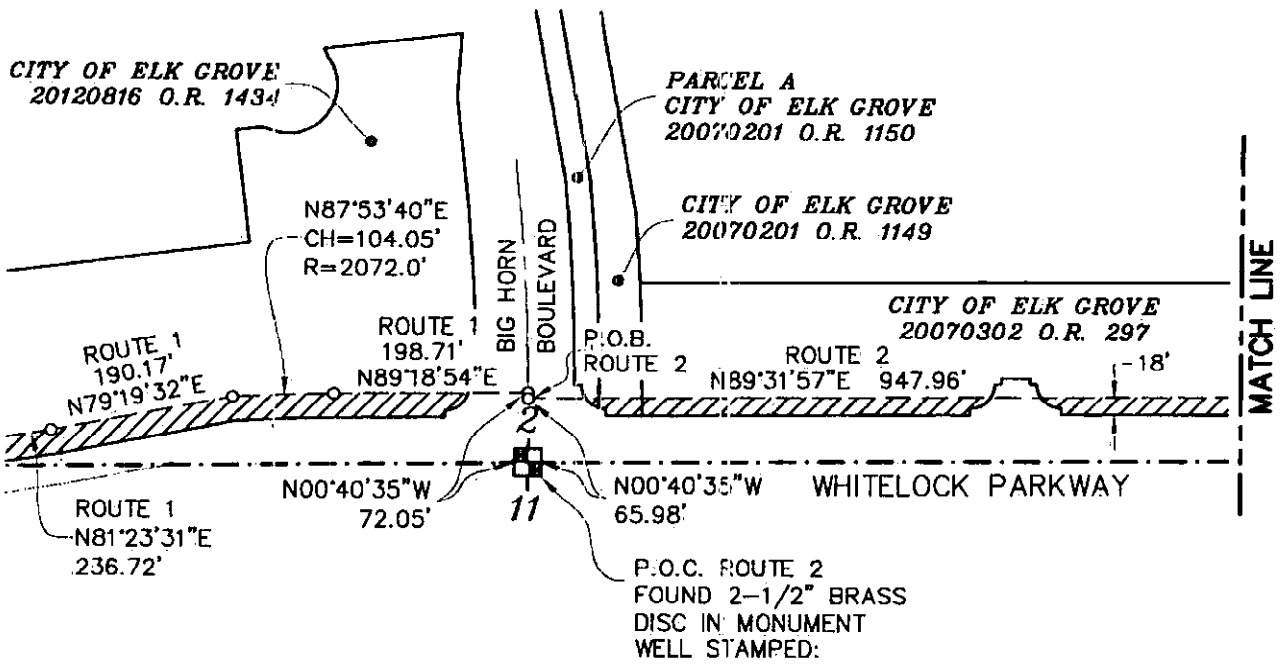
- O.R. = OFFICIAL RECORDS
- o = DIMENSION POINT, NOTHING FOUND OR SET
- ◆ = SECTION CORNER, AS NOTED



30125278

DATE 3/2/17	TITLE	
SCALE 1"=200'	<b>EXHIBIT B</b>	
DR. SMA		
CHKD.		
		DWG. NO. R/W U-2016/087-S
SHEET 2 OF 3		REV. 1

SEE SHEET 2 OF 3



- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
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30125278

DATE 3/2/17	TITLE	
SCALE 1"=200'	<b>EXHIBIT B</b>	
DR. SMA		
CHKD.		
<b>SMUD</b>		DWG. NO. R/W U-2016/087-S
SHEET 3 OF 3		REV. 1

## **EXHIBIT 2**

### **Terms and Conditions of Set-Aside for Utility Purposes**

The City of Elk Grove does hereby delineate the set-aside area as described in Exhibits A and B attached hereto for use by any public utility provider (Provider) inclusive of digging, constructing, reconstructing, repairing, operating, upgrading and forever maintaining all necessary utilities and all appurtenances deemed necessary by said Provider on, over, under and across the real property as described, together with the perpetual right of ingress and egress from said set-aside area, for the purpose of exercising and performing all of the rights and privileges herein granted.

To the fullest extent permitted by law, Provider shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims and lawsuits, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described in this set-aside area, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of any utility work performed by Provider, except such loss or damage, to the extent, is caused by the sole negligence, or willful misconduct of the City.

The right to indemnity under this Section arises only upon occurrence of an event giving rise to a claim and or lawsuit(s) and, thereafter, upon tender in writing to Provider.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation shall survive the termination of the Set-Aside which the City may do at any time in order to accommodate a future project.

**LEGAL DESCRIPTION  
EXHIBIT A**

All that real property situated in the City of Elk Grove, County of Sacramento, State of California, located within the southeast Quarter of Section 2, Township 6 North, Range 5 East, Mount Diablo Meridian, being a portion the lands described in the following two (2) Grant Deeds recorded in Sacramento County Official Records:

- 1) Recorded on February 1, 2007 in Book 20070201, at Page 1150
- 2) Recorded on March 2, 2007 in Book 20070302, at Page 297

and more particularly described as follows:

The route of said easement shall be within a strip of land 12.5 feet in width, the southerly sideline of which is described as follows: **Commencing** at a 2-1/2" brass disc, stamped for Quarter corner, in a monument well marking the south Quarter corner of said Section 2; thence, along the west line of said southeast Quarter of Section 2, North 00°40'35" West a distance of 65.98 feet to the **Point of Beginning**;

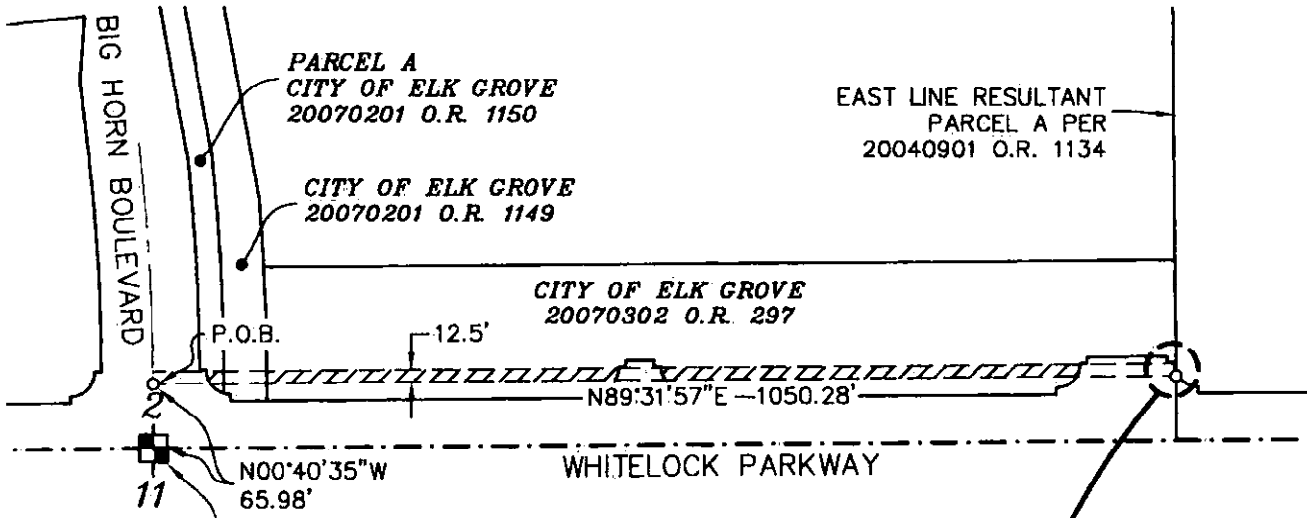
Thence, leaving said west line, North 89°31'57" East a distance of 1050.28 feet to a point in the east line of Resultant Parcel A as shown on that certain Boundary Line Adjustment recorded on September 1, 2004 in Book 20040901, at Page 1134, Official Records of Sacramento County.

EXCEPTING THEREFROM any portions lying within the public roads now known as Big Horn Boulevard and Whitelock Parkway.

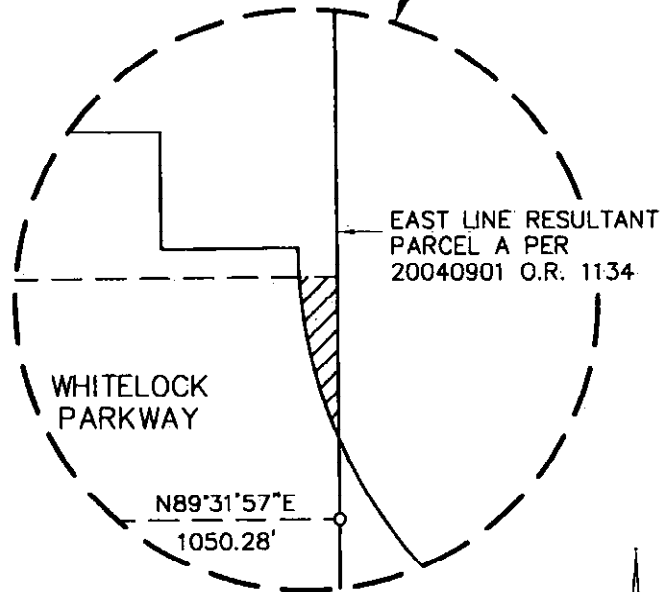
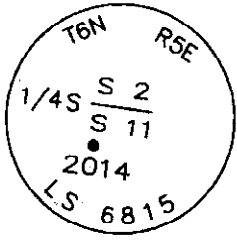
A plat entitled "Exhibit B" is attached hereto and by this document made a part hereof.

 3/1/17  
Shane Anderson, LS 8568 DATE





POINT OF COMMENCEMENT  
 FOUND 2-1/2" BRASS  
 DISC IN MONUMENT WELL  
 STAMPED:



**DETAIL**  
 SCALE: 1"=10'



- P.O.B. = POINT OF BEGINNING
- O.R. = OFFICIAL RECORDS
- o = DIMENSION POINT, NOTHING FOUND OR SET
- ⊕ = QUARTER SECTION CORNER, AS NOTED

30125278



*Shane M. Anderson*

DATE 3/1/17	TITLE	
SCALE 1"=200'	<b>EXHIBIT B</b>	
DR. SMA		
CHKD.		
<b>SMUD</b>		DWG. NO. R/W U-2016/204
		REV. 1

**CERTIFICATION**  
**ELK GROVE CITY COUNCIL RESOLUTION NO. 2017-058**

STATE OF CALIFORNIA        )  
COUNTY OF SACRAMENTO    )     ss  
CITY OF ELK GROVE         )

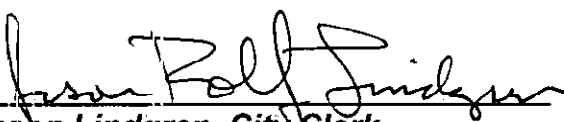
*I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on March 22, 2017 by the following vote:*

**AYES :**        **COUNCILMEMBERS:**     *Ly, Detrick, Hume, Nguyen, Suen*

**NOES:**       **COUNCILMEMBERS:**     *None*

**ABSTAIN:**   **COUNCILMEMBERS:**     *None*

**ABSENT:**    **COUNCILMEMBERS:**     *None*

  
\_\_\_\_\_  
*Jason Lindgren, City Clerk*  
*City of Elk Grove, California*