

RESOLUTION NO. 2025-110

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AGREEMENTS WITH PACIFIC GAS & ELECTRIC FOR JOINT & COMMON USE OF RIGHTS OF WAY AND EASEMENTS RELATED TO THE UNDERGROUNDING OF CERTAIN UTILITIES WITHIN THE PROJECT BY SHEA HOMES LIMITED PARTNERSHIP SHOWN ON “TRACT 1569 THE DUNES ON MONTEREY BAY PHASE 3 NORTH” IN THE VICINITY OF 1ST AVENUE, PELICAN STREET AND DIVARTY STREET, CITY OF MARINA, SUBJECT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, at the regular meeting of November 6, 2024, the City Council adopted Resolution No. 2024-122, approving the Phase 3 North/Residential Final Map for the Dunes on Monterey Bay Development Project Subdivision. This map included the establishment of right of way and utility easements for proposed infrastructure servicing residential development; and

WHEREAS, all existing underground gas and overhead electrical facilities within Fort Ord were transferred to PG&E from the US Army and the Fort Ord Reuse Authority between 1996 and 1997. Since then, improvement plans associated with Phase 3 North/Residential Development included the relocation and undergrounding of overhead PG&E facilities from their current alignment; and

WHEREAS, in order to relocate these facilities from their existing easement into the City right-of-way, PG&E is requiring Joint & Common Use Agreements between the City and PG&E to establish responsibilities of each agency once the facilities are relocated and for any future relocations if needed by the City or PG&E: and

WHEREAS, the intended right-of-way area/area of joint use through City properties are in substantial conformance with the tentative map as amended as well as the project Specific Plan. With these findings, staff is recommending moving forward with negotiating and executing an agreement with PG&E to accomplish the relocation and undergrounding of utilities: and

WHEREAS, there is no fiscal impact should the City Council approve this request. Relocation of utilities into the right-of-way will be funded by the Developer: and

WHEREAS, the right-of-way designation and use thereof for undergrounding of utilities is consistent with the certified Environmental Impact Report (EIR) (SCH No. 2004091167). Section 15162, Paragraph C of the CEQA Guidelines states that if an EIR or negative declaration has been adopted for a project, no subsequent EIR is to be prepared unless there have been substantial changes to the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby authorize the City Manager to negotiate and execute agreements with Pacific Gas & Electric for joint & common use of rights of way and easements related to the undergrounding of certain utilities within the project by Shea Homes Limited Partnership shown on “Tract 1569 The Dunes On Monterey Bay Phase 3 North” in the vicinity of 1st Avenue, Pelican Street, and Divarty Street, City of Marina, subject to review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held on the 7th day of October 2025, by the following vote:

AYES: COUNCIL MEMBERS: McAdams, McCarthy, Biala, Visscher, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, City Clerk

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

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#2215-01-10068

AGREEMENT

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT, hereinafter called "Agreement", entered into this _____ day of _____, 20____, by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "PG&E", and the CITY OF MARINA , hereinafter called "Agency",

RECITALS

A. PG&E is the owner in possession of certain rights of way and easements, hereinafter referred to as "PG&E's Easement", described as follows:

The easement described as "1. Electric Pole Line Easement" in the agreement by and between the United States of America through the Secretary of the Army and PG&E dated January 28, 1997 and recorded in Reed 3506 at Page 1533, Records of the County of Monterey, State of California (PG&E Land Document 2214-02-0474).

B. Shea Homes Limited Partnership, hereinafter called "**Developer**", has a project known as "Tract 1569 The Dunes On Monterey Bay Phase 3 North" in the vicinity of 1st Avenue and Divarty Street, City of Marina, County of Monterey. Developer is required, by Agency, to underground certain existing PG&E overhead electric facilities, and construct road improvements as conditions of approval for Developer's projects, hereinafter called "**Project**."

C. Agency has acquired certain land for public road rights of way in the vicinity of as well as adjacent to Developer's Project in the City of Marina, hereinafter referred to as "**Agency right of way**", which said Agency right of way is subject to PG&E's Easement.

D. PG&E's overhead electric pole line facilities installed pursuant to PG&E's Easement will interfere with Developer's Project and Developer desires to eliminate such interference, by relocating and modifying a portion of PG&E's facilities to a new underground location within Agency Rights of Way, hereinafter referred to and designated as "**Area of Joint Use**", a ten (10) foot wide strip of land lying five (5) feet on each side of the relocated underground facilities, shown upon the print of PG&E's drawing, EXHIBIT "A", attached hereto and made a part hereof.

NOW, THEREFORE, PG&E and Agency hereby mutually agree as follows:

1. The portion of PG&E Easement interfering with Developer's Project, so far as it now lies within said Agency right of way, is hereby changed to the strip of land designated as the "Area of Joint Use" on the print of PG&E's drawing, EXHIBIT "A".

2. Agency acknowledges PG&E's title to PG&E's easement in said new location and the priority of PG&E's title over the title of Agency therein. PG&E has and reserves the right and easement to use, in common with the public's use of Agency's right of way, said new location for all of the purposes for which PG&E's easement was acquired, without need for any further permit or permission from Agency. Except in emergencies, PG&E shall give reasonable notice to Agency before performing any work on PG&E's facilities in said new location where such work will be performed in, on or over the traveled way or improved shoulders of said Agency right of way or obstruct traffic. PG&E shall make adequate provisions for the protection of the traveling public.

3. In the event that the future use of said Agency right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of PG&E's facilities then existing in said new location, the Agency shall notify PG&E in writing of such necessity and agree to reimburse PG&E on demand for its costs incurred in complying with such notice. PG&E will provide Agency with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by Agency and the execution of a relocation contract, PG&E will promptly proceed to affect such rearrangement, relocation, reconstruction or removal. PG&E shall make adequate provisions for the protection of the traveling public. No further permit or permission from Agency for such rearrangement shall be required and if such rearrangement shall require relocation of any of PG&E's facilities outside of said new

location, Agency will (1) enter into PG&E's standard form of Joint Use Agreement covering the replacement location of PG&E's easement within the right of way, (2) provide executed document(s) granting to PG&E good and sufficient easement(s) outside of the right of way if necessary to replace PG&E's easement or any part thereof, and (3) reimburse PG&E for any costs it may be required to expend to acquire such easement, provided it is mutually agreed in writing that PG&E shall acquire such easement.

4. Pursuant to PG&E's Easement, Section 15 Termination, PG&E does hereby abandon a portion of PG&E's right, title and interest in and to PG&E's Easement, insofar as PG&E's Easement effects the PHASE 3 North OVERALL BOUNDARY parcel of land shown upon the Tract No. 1569, filed for record December 10, 2024 in Volume 24 of Cities and Towns at page 93, Monterey County Records.

5. PG&E hereby consents to the construction, reconstruction, maintenance or use by Agency of Developer's Project over, along and upon PG&E's easement in the new location subject to PG&E's right and easement to use said new location for all of the purposes for which PG&E's easement was acquired and to the terms and conditions herein contained. PG&E does not by this Agreement and shall not be deemed to subordinate its rights in the new location to any use which Agency shall make of said area.

6. PG&E shall indemnify Agency against any loss and damage which shall be caused by any negligent act or omission of PG&E 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 Agency's comparative negligence or willful misconduct.

7. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of PG&E's easement or the priority thereof over the title of Agency in said new location. Both Agency and PG&E shall use said new location in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which PG&E or Agency may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either Agency or PG&E in such a manner as to cause an unreasonable interference with the use of said new location by the other party.

8. This Agreement shall inure to the benefit of and be binding upon the Successors and assigns of both parties.

The parties have caused this Agreement to be executed by their respective duly authorized officials.

PACIFIC GAS AND ELECTRIC COMPANY, a
California corporation

By _____
Roger Leatherman
Supervisor, Land Rights

CITY OF MARINA, a municipal corporation

By _____

Name _____

Its _____

Attach to LD: 2214-02-10068
Area, Region or Location: Area 3
Land Service Office: Salinas
Line of Business: Electric Distribution (43)
Business Doc Type: Agreements
MTRSQ: 22.15.01.01.4
FERC License Number: N/A
PG&E Drawing Number: Exhibit "A"
Plat No.: H0508(E)
LD of Affected Documents: 2214-01-10011, 2214-02-0474
LD of Cross Referenced Documents: 2214-01-10011, 2214-02-0474, 2215-01-10057, 2215-01-10059
Type of interest: Joint Use Agreements (11J)
SBE Parcel: N/A
% Being Quitclaimed: N/A
Order or PM:
JCN: N/AA
County: Monterey
Utility Notice Number: N/A
851 Approval Application No: N/A; Decision: N/A
Prepared By: ADSN
Checked By: JQW3
Approved By: N/A
Revised by: N/A

THE DUNES ON MONTEREY BAY PHASE 2 WEST

LEGEND

-  AREA OF JOINT USE WITHIN CITY RIGHT-OF-WAY
-  LOT/PARCEL LINES
-  FUTURE PHASE 3 SOUTH LOT/PARCEL LINES
-  OVERHEAD ELECTRIC AND 10' WIDE EASEMENT CENTERLINE BEING RELOCATED
-  EXISTING PG&E EASEMENT EDGE
-  PHASE 3 PROJECT BOUNDARY

10' WIDE OVERHEAD
ELECTRIC EASEMENT
(BEING RELOCATED
SUBJECT TO SECTION
15 TERMINATION OF
PG&E'S EASEMENT 3506
O.R. 1533, LD
2214-02-0474)

TAMC

CITY OF MARINA

SANDERLING AVENUE

CATAMARAN AVENUE

OCEAN BLUFF AVENUE

SAND DUNE AVENUE

PLANK STREET

OUTRIGGER CIRCLE

LANTERN AVENUE

HARBOR AVENUE

OCEAN BLUFF AVENUE

SAND DUNE AVENUE

PELICAN STREET

2ND AVENUE

CITY OF MARINA

CSUMB

OP-3.1

10'
62'
R/W

10' WIDE AREA OF
JOINT USE LYING 5'
ON EACH SIDE OF
RELOCATED
UNDERGROUND
ELECTRIC FACILITIES

OP-3.2

62'
R/W

3RD STREET

OP-4.1

COUNTY OF MONTEREY

OP-4.3

10' WIDE AREA OF
JOINT USE LYING 5'
ON EACH SIDE OF
RELOCATED
UNDERGROUND
ELECTRIC FACILITIES

OP-4.2

DIVARTY STREET

CITY OF SEASIDE

CSUMB

300 0 300

SCALE: 1" = 300'

SHEET 1 OF 2

EXHIBIT "A"

JOINT USE AREAS
THE DUNES ON MONTEREY BAY- PHASE 3

CITY OF MARINA, CALIFORNIA

07/16/2025



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

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#2215-01-10067

AGREEMENT

CONSENT TO COMMON USE AGREEMENT

THIS CONSENT TO COMMON USE AGREEMENT, hereinafter called "Agreement", entered into this _____ day of _____, 20____, by and between PACIFIC GAS AND ELECTRIC COMPANY, hereinafter called "PG&E", and the COUNTY OF EL DORADO, hereinafter called "Agency",

RECITALS

A. PG&E is the owner in possession of certain rights of way and easements, hereinafter referred to as "**PG&E's Easement**", described as follows:

The easement described as "3 Natural Gas Easement" in the agreement by and between the United States of America through the Secretary of the Army and PG&E dated January 28, 1997 and recorded in Reed 3506 at Page 1533, Records of the County of Monterey, State of California (PG&E Land Document 2214-02-0474).

B. Agency has acquired certain land for public road right of way in the vicinity of 1st Avenue in the City of Marina, hereinafter referred to as "**Agency right of way**", which said Agency Rights of Way is subject to PG&E's Easement.

C. The Agency right of way occupies a portion of PG&E's easement and is subject to PG&E's easement, which said portion is hereinafter referred to as "**Area of Common Use**" and is described as follows:

The cross-hatched area designated "Area of Common Use" upon the print of PG&E's Drawing Number EXHIBIT "A", attached hereto and made a part hereof.

NOW, THEREFORE, PG&E and Agency hereby mutually agree as follows:

1. PG&E hereby consents to the construction, reconstruction, maintenance or use by Agency of public road rights of way of 1st Avenue over, along and upon PG&E's easement in the Area of Common Use subject to PG&E's easement and right to use said Area of Common Use for all of the purposes for which PG&E's easement was acquired and to the terms and conditions herein contained. PG&E does not by this consent and shall not be deemed to subordinate its rights in the Area of Common Use to and use which Agency shall make of said area.

2. Agency acknowledges PG&E's title to PG&E's easement in said Area of Common Use and the priority of PG&E's title over the title of Agency therein. PG&E has and reserves the right and easement to use, in common with the public's use of Agency's right of way, said Area of Common Use for all of the purposes for which

PG&E's easement was acquired, without need for any further permit or permission from Agency. Except in emergencies, PG&E shall give reasonable notice to Agency before performing any work on PG&E's facilities in said Area of Common Use where such work will be performed in, on or over the traveled way or improved shoulders of said Agency right of way or obstruct traffic. PG&E shall make adequate provisions for the protection of the traveling public.

3. In the event that the future use of said Agency right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of PG&E's facilities then existing in said Area of Common Use, the Agency shall notify PG&E in writing of such necessity and agree to reimburse PG&E on demand for its costs incurred in complying with such notice. PG&E will provide Agency with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by Agency and the execution of a relocation contract, PG&E will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. PG&E shall make adequate provisions for the protection of the traveling public. No further permit or permission from Agency for such rearrangement shall be required and if such rearrangement shall require relocation of any of PG&E's facilities outside of said Area of Common Use, Agency will (1) enter into PG&E's standard form of Joint Use Agreement covering the new location of PG&E's easement within the Agency's right of way, (2) provide executed document(s) granting to PG&E good and sufficient easement(s) outside of the Agency's right of way if necessary to replace PG&E's easement or any part thereof, and (3) reimburse PG&E for any costs it may be required to expend to acquire such easement, provided it is mutually agreed in writing that PG&E shall acquire such easement.

4. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of PG&E's easement or the priority thereof over the title of Agency in said Area of Common Use. Both Agency and PG&E shall use said Area of Common Use in such manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which PG&E or Agency may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either Agency or PG&E in such a manner as to cause an unreasonable interference with the use of said Area of Common Use by the other party.

5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

The parties have caused this Agreement to be executed by their respective duly authorized officials.

[Signatures are on next page]

PACIFIC GAS AND ELECTRIC COMPANY

By _____
Roger Leatherman
Supervisor, Land Rights

CITY OF MARINA, a municipal
corporation

By _____

Name _____

Its _____

Attach to LD: 2215-01-10067
Area, Region or Location: Area 3
Land Service Office: Salinas
Line of Business: Gas Transmission
Business Doc Type: Agreements
MTRSQ: 22.15.01.01.4
FERC License Number: N/A
PG&E Drawing Number: Exhibit "A"
Plat No.: 3897-B06 (G)
LD of Affected Documents: 2214-01-10011, 2214-02-0474
LD of Cross Referenced Documents: 2214-01-10011, 2214-02-0474, 2215-01-10059, 2215-01-10057
Type of interest: Consent to Common Use Agreements
SBE Parcel: N/A
% Being Quitclaimed: N/A
Order or PM: 35439232
JCN: N/A
County: Monterey
Utility Notice Number: N/A
851 Approval Application No: N/A; Decision: N/A
Prepared By: ADSN
Checked By: JQW3
Approved By: N/A
Revised by: N/A

T:\Monterey Projects\3140\CAD\EXHIBITS\WE\Phase 3\XB-PH3-PGE-JUA.dwg

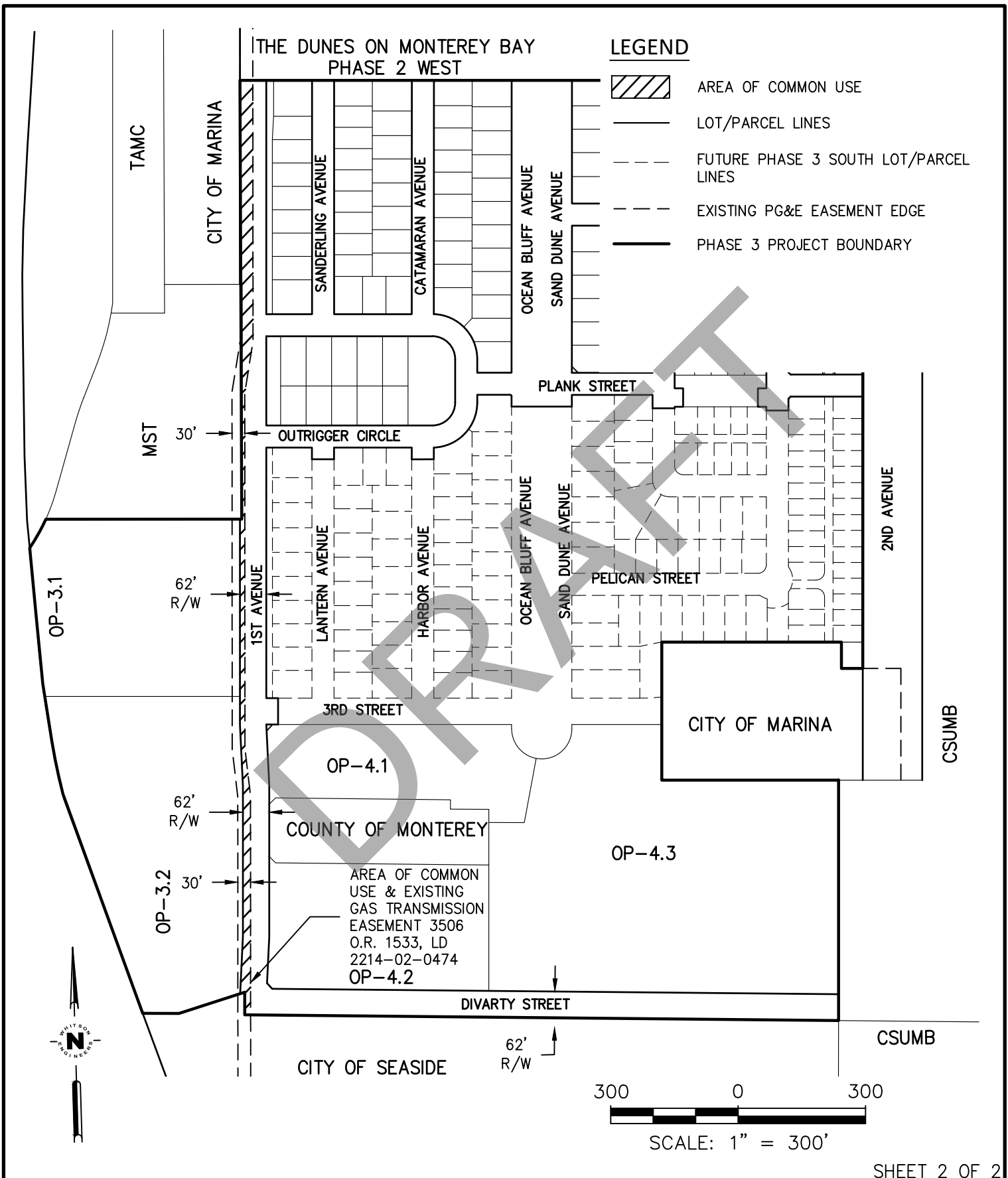


EXHIBIT "A"

COMMON USE AREAS THE DUNES ON MONTEREY BAY- PHASE 3

CITY OF MARINA, CALIFORNIA

07/16/2025



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

October 2, 2025

Item No. **10g(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 7, 2025

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-,
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE
AGREEMENTS WITH PACIFIC GAS & ELECTRIC FOR JOINT & COMMON
USE OF RIGHTS OF WAY AND EASEMENTS RELATED TO THE
UNDERGROUNDING OF CERTAIN UTILITIES WITHIN THE PROJECT BY
SHEA HOMES LIMITED PARTNERSHIP SHOWN ON “TRACT 1569 THE
DUNES ON MONTEREY BAY PHASE 3 NORTH” IN THE VICINITY OF 1ST
AVENUE, PELICAN STREET AND DIVARTY STREET, CITY OF MARINA,
SUBJECT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY.**

RECOMMENDATION: It is recommended that the City Council consider:

1. Adopting Resolution No. 2025-, authorizing the City Manager to negotiate and execute agreements with Pacific Gas & Electric for joint & common use of rights of way and easements related to the undergrounding of certain utilities within the project by Shea Homes Limited Partnership shown on “Tract 1569 The Dunes On Monterey Bay Phase 3 North” in the vicinity of 1st Avenue, Pelican Street, and Divarty Street, City of Marina, subject to review and approval by the City Attorney.

BACKGROUND:

At the regular meeting of November 6, 2024, the City Council adopted Resolution No. 2024-122, approving the Phase 3 North/Residential Final Map for the Dunes on Monterey Bay Development Project Subdivision. This map included the establishment of right of way and utility easements for proposed infrastructure servicing residential development.

ANALYSIS:

All existing underground gas and overhead electrical facilities within Fort Ord were transferred to PG&E from the US Army and the Fort Ord Reuse Authority between 1996 and 1997. Since then, improvement plans associated with Phase 3 North Residential Development included the relocation and undergrounding of overhead PG&E facilities from their current alignment.

In order to relocate these facilities from their existing easement into the City right-of-way, PG&E is requiring Joint & Common Use Agreements between the City and PG&E to establish responsibilities of each agency once the facilities are relocated and for any future relocations if needed by the City or PG&E.

The intended right-of-way area/area of joint use through City properties are in substantial conformance with the tentative map as amended as well as the project Specific Plan. With these findings, staff is recommending moving forward with negotiating and executing an agreement with PG&E to accomplish the relocation and undergrounding of utilities.

FISCAL IMPACT:

There is no fiscal impact should the City Council approve this request. Relocation of utilities into the right-of-way will be funded by the Developer.

CEQA Findings:

The right-of-way designation and use thereof for undergrounding of utilities is consistent with the certified Environmental Impact Report (EIR) (SCH No. 2004091167). Section 15162, Paragraph C of the CEQA Guidelines states that if an EIR or negative declaration has been adopted for a project, no subsequent EIR is to be prepared unless there have been substantial changes to the project.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Edrie Delos Santos, P.E.
Public Works Department
City of Marina

REVIEWED/CONCUR:

Ismael Hernandez
Public Works Director
City of Marina

Layne P. Long
City Manager
City of Marina