

RESOLUTION NO. 2025-116

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 WATHEN CASTANOS PETERSON HOMES, INC. SHOWN
ON “TRACT 1540 MARINA HEIGHTS PHASE 5A” IN THE VICINITY OF
IMJIN AND CALIFORNIA AVENUE, CITY OF MARINA, SUBJECT TO
REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, at the regular meeting of August 7, 2019, the City Council adopted Resolution No. 2019-81, approving the Phase 5A Final Map for the Sea Haven Development Project Subdivision (formerly Marina Heights). 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 5 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 Wathen Castanos Peterson Homes, Inc. shown on “Tract 1540 Marina Heights Phase 5A” in the vicinity of Imjin and California Avenue, 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 21st 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

EXHIBIT A TO STAFF REPORT

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# 2215-01-10065

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. Wathen Castanos Peterson Homes Inc., hereinafter called "**Developer**", has a project known as "Tract 1540 Marina Heights PH 5A" in the vicinity of Imjin and California Avenue, 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 Rights of Way**", which said Agency Rights 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 now lies within said Agency Rights 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, and Agency acknowledges PG&E's right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use underground electric facilities and associated equipment, in common with the public's use of Agency's rights 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 Rights 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 Rights 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 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 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 rights of way, (2) provide executed document(s) granting to PG&E good and sufficient easement(s) outside of the rights 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 Tract 1540 Marina Heights PH 5A parcel of land, being Monterey County APN#031-271-039.

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 _____

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

authorizing the foregoing Joint Use
Agreement.

By _____

Attach to LD: 2214-02-10065
Area, Region or Location: Area 3
Land Service Office: Salinas
Line of Business: Electric Distribution (43)
Business Doc Type: Agreements
MTRSQ: 22.15.01.01.44, 22.14.01.36.33
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
Type of interest: Joint Use Agreements (11J)
SBE Parcel: N/A
% Being Quitclaimed: N/A
Order or PM: 35436586
JCN: N/AA
County: Monterey
Utility Notice Number: N/A
851 Approval Application No: N/A; Decision: N/A
Prepared By: GEF5
Checked By:
Approved By: N/A
Revised by: N/A

10' WIDE AREA OF JOINT USE WITHIN CITY
RIGHT-OF-WAY LYING 5' ON EACH SIDE OF
RELOCATED OVERHEAD ELECTRIC FACILITIES

EXISTING
POLE TO
REMAIN

* PER 23-SUR-91, 23-SUR-92,
28-SUR-59, 23-CT-29, & 24-CT-65

CALIFORNIA AVENUE *

PARCEL 1 REMAINDER
24-CT-62

OVERHEAD ELECTRIC
AND EASEMENT TO BE
RELOCATED

NEW POLE ON
EXISTING OVERHEAD
ELECTRIC LINE

EXCEPTION TO PARCEL 1
23-CT-29

EXISTING OVERHEAD
ELECTRIC LINE IN CITY
RIGHT-OF-WAY TO REMAIN

OVERHEAD
ELECTRIC AND
EASEMENT TO BE
RELOCATED

PHASE 5A TRACT 1540
24-CT-62

** PER 20-SUR-91,
28-SUR-59, & 23-CT-29

IMJIN PARKWAY **

UTILITY LOCATIONS & AREAS SHOWN ARE APPROXIMATE

LEGEND



AREA OF JOINT USE WITHIN CITY RIGHT-OF-WAY



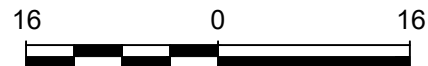
EXISTING OVERHEAD LINE IN CITY RIGHT-OF-WAY TO REMAIN



EXISTING PG&E EASEMENT EDGE BEING RELOCATED



PHASE 5B PROJECT BOUNDARY



SCALE: 1/16" = 1'-0"



EXHIBIT "A"

JOINT USE AREAS

SEA HAVEN MARINA HEIGHTS - PHASE 5B

CITY OF MARINA, COUNTY OF MONTEREY, CALIFORNIA

8/20/2025



Whitson
ENGINEERS

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

October 15, 2025

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 21, 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
WATHEN CASTANOS PETERSON HOMES, INC. SHOWN ON “TRACT 1540
MARINA HEIGHTS PHASE 5A” IN THE VICINITY OF IMJIN AND
CALIFORNIA AVENUE, 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 Wathen Castanos Peterson Homes, Inc. shown on “Tract 1540 Marina Heights Phase 5A” in the vicinity of Imjin and California Avenue, City of Marina, subject to review and approval by the City Attorney.

BACKGROUND:

At the regular meeting of August 7, 2019, the City Council adopted Resolution No. 2019-81, approving the Phase 5A Final Map for the Sea Haven Development Project Subdivision (formerly Marina Heights). 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 5 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 a Joint Use Agreement 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