

SALINAS CITY ELEMENTARY SCHOOL DISTRICT

**RESOLUTION NO. 2023/24-08
OF THE BOARD OF EDUCATION OF THE SALINAS CITY
ELEMENTARY SCHOOL DISTRICT GIVING NOTICE OF INTENTION
TO DEDICATE UTILITY EASEMENT TO PACIFIC GAS & ELECTRIC**

WHEREAS, the Salinas City Elementary School District (“District”) is the owner of certain real property described as Assessor’s Parcel Number 002-061-015, commonly known as the School Bus Depot located at 39 Clark Street, Salinas, California 93901 (the “Property”), of which Pacific Gas & Electric (“PG&E”) has requested the District grant PG&E a utility easement (“Easement”) attached hereto as Exhibit “A” encumbering a small portion of the Property for a term concurrent and coterminous with PG&E’s obligation to provide public utilities, as detailed in the legal description and diagrams included in the Easement (“Grant Portion”), on which to install certain utility improvements;

WHEREAS, the District desires to dedicate the Easement to PG&E so that PG&E may lay, construct, reconstruct, maintain, and operate electrical service lines, transformers, meters, and related equipment (“Improvement”);

WHEREAS, pursuant to Education Code Section 17556, the governing board of a school district may convey to a public utility any real property belonging to such school district upon such terms and conditions as the parties thereto may agree;

WHEREAS, pursuant to Education Code section 17557, the District’s governing board must, prior to dedicating an easement, adopt a resolution declaring its intention to dedicate such easement in a regular open meeting by two-thirds (2/3) vote of all of its members;

WHEREAS, pursuant to Education Code section 17557, the District’s governing board must fix a time at its regular place of meeting for a public hearing upon the question of making the dedication of the Easement; and

WHEREAS, pursuant to Education Code section 17558, the District is required to post copies of this Resolution, signed by the board, in three (3) public places within the District’s boundaries not less than ten (10) days before the public hearing, and publish notice once, not less than five (5) days before the public hearing in a newspaper of general circulation published in the District, if there is one, or, if there is no such newspaper published in the District, then in a newspaper published in the county which has a general circulation in the District.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE SALINAS CITY ELEMENTARY SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

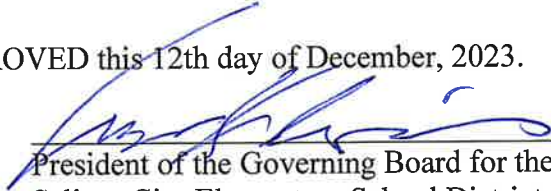
Section 1. That the above recitals are all true and correct.

Section 2. That the Board declares its intent to dedicate the Easement to PG&E encumbering the Grant Portion for the purposes of PG&E to implement and maintain the Improvements as expressed in Exhibit “A,” hereto.

Section 3. That the Board establishes January 16, 2024 for a public hearing on the question of the District's intent to dedicate the Easement to PG&E.

Section 4. That District staff shall post this Resolution in three (3) public places within the District's boundaries and publish notice of the adoption of this Resolution in compliance with Education Code Section 17558.

ADOPTED, SIGNED AND APPROVED this 12th day of December, 2023.



President of the Governing Board for the
Salinas City Elementary School District


I, Belia Garcia, Clerk of the Governing Board of Salinas City Elementary School District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the 12th day of December, 2023, and that it was so adopted by the following vote:

AYES: 4

NOES: 0

ABSTAIN: 0

ABSENT: 1



Clerk of the Governing Board of the
Salinas City Elementary School District

EXHIBIT "A"
EASEMENT

EVCN Charging Network Easement (Rev.10/17)

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/~~Unine~~ Salinas

Recording Fee \$ _____

Document Transfer Tax \$ 0.00

- 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)

Ryan Ferris

Signature of declarant or agent determining tax

LD# 2214-03-

EASEMENT DEED

SALINAS CITY SCHOOL DISTRICT, a public school district,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, 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 City of Salinas, County of Monterey, State of California, described as follows:

(APN 002-061-015)

The parcel of land conveyed by the Latin-American Assemblies of God in California to Grantor by deed dated August 22, 1980 and recorded in Book 1431 of Official Records at page 23, Monterey County Records, and therein designated PARCEL II.

Said facilities and easement area are described as follows:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; electric vehicle charging supply equipment, bollards and/or curbs or other associated safety equipment, associated signage; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the strips of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed hereunder. The approximate location of said facilities are shown upon Grantee's Drawing Number 31519583 attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strips of land.

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.

Grantee agrees that in making any excavation within the aforesaid easement area that it will make such excavation in a manner as will cause the least injury to the surface of the ground around such excavation and shall replace with earth so removed by it and restore the surface of the ground to as near as possible the same condition as it was prior to such excavation.

Grantee agrees to indemnify, hold harmless and defend Grantor from any and all loss, damages or liability connected with Grantee's use, improvement, maintenance or occupation of said premises or resulting from the injury to or death of any person, or damage to or loss or destruction of any property arising out of Grantee's, or Grantee's employees', contractors' or agents' negligent acts or omissions or willful misconduct; provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused Grantor's comparative negligence or willful misconduct.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area. Notwithstanding the foregoing, Grantor reserves the right to (1) use and surface or subsurface areas, provided such use does not unreasonably or substantially interfere with Grantee's use of the Easement Area and (2) improve the Easement Area surface with landscaping (except trees and deep rooted shrubs), paved driveways, parking surfaces, sidewalks, curbs and gutters; provided, however, that before commencing any such improvements, Grantor shall notify and obtain written approval from Grantee in advance.

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, inspect, maintain, replace, remove and use communications facilities within said easement area (including ingress thereto and egress therefrom).

Upon termination of Transportation Equipment Services Agreement dated September 20, 2022 as set forth in said terms and conditions, Grantee shall upon written demand therefor execute and deliver to Grantor a good and sufficient quitclaim of said easement and right of way or such portion thereof conveyed in this document, at Grantor's expense.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

In exercising its easement rights hereunder, Grantee shall not unreasonably interfere with, disrupt, or materially adversely affect Grantor's business operations or access rights at the property owned by Grantor.

Dated: _____, _____.

SALINAS CITY SCHOOL DISTRICT, a public school district

By _____
Name
Title

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, _____,
Here insert name and title of the officer

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.

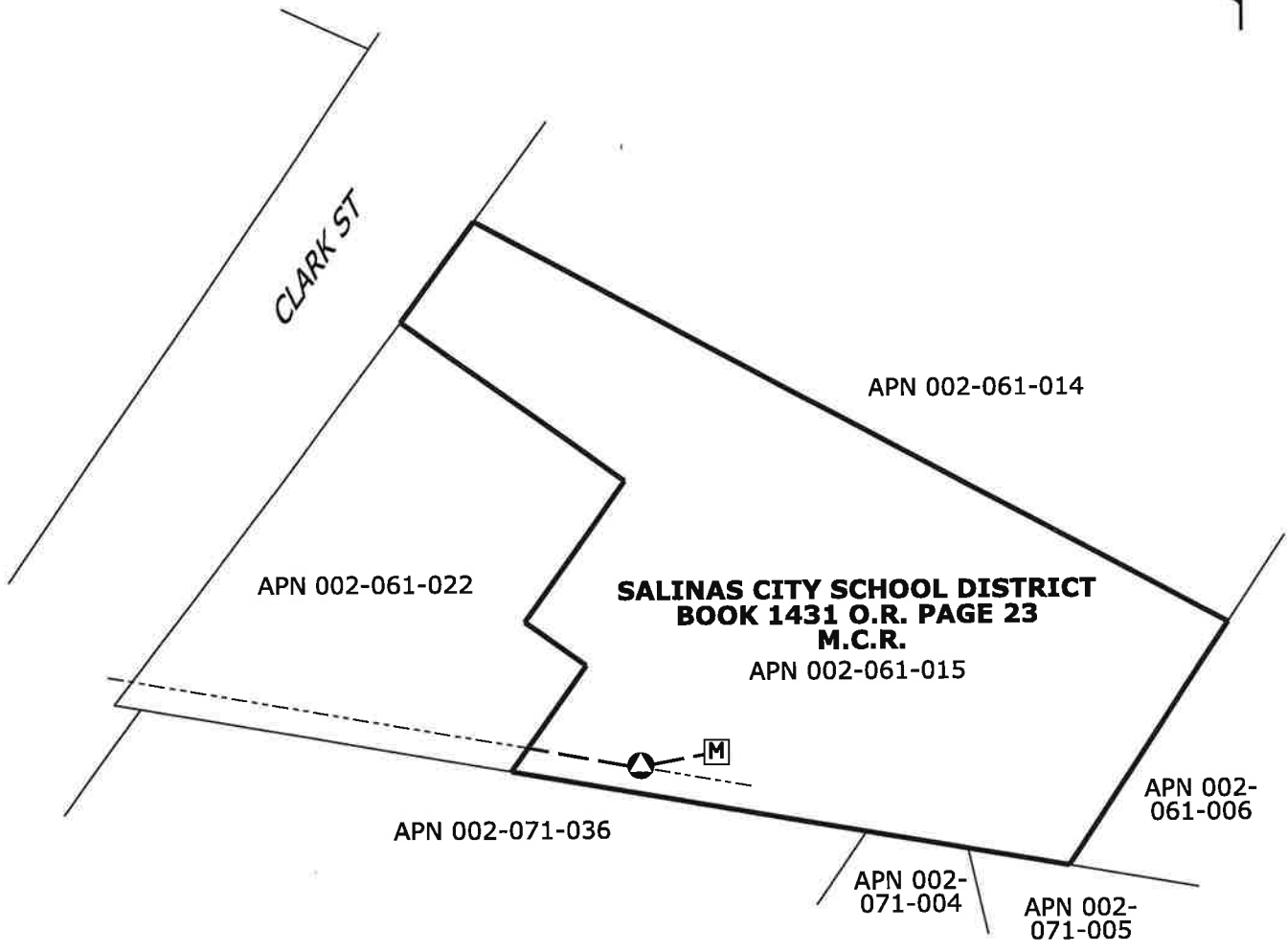
Signature of Notary Public (Seal)

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 _____

LEGEND

- ELECTRIC FACILITIES
- SUBJECT PARCEL
- Ⓜ ELECTRIC METER
- ⊙ UTILITY POLE MOUNTED TRANSFORMER
- CENTERLINE OF ALIGNMENT OF FACILITIES
- M.C.R. MONTEREY COUNTY RECORDS



RANCHO NACIONAL

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

Applicant: **SALINAS CITY SCHOOL DISTRICT**
39 CLARK ST, SALINAS

SCALE
NOT TO
SCALE

DATE
02/07/21

| | | | | | | | |
|---------------------------------------|-------------------|---------------|-------------------|---------------------|---------------------------|----------------------|-------------------------|
| SECTION (SW/SW/29) | TOWNSHIP (14S) | RANGE (3E) | MERIDIAN (MDM) | COUNTY OF: MONTEREY | CITY OF: SALINAS | | |
| | | | | F.B.: N/A | DR. BY: LC | CH. BY: PRFB | |
| PLAT MAP REFERENCES ELECTRIC G0921 | | | | PG&E | CENTRAL COAST DIVISION | 31519583 AUTHORIZ | 31519583 DRAWING NO. |

Attach to LD: 2214-03-

Area, Region or Location: 3; Central Coast Division

Land Service Office: Fresno

Line of Business: Electric Charging Station (95), Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: (22.14.03.29.33) Rancho Nacional

FERC License Number: N/A

PG&E Drawing Number: 31519583

Plat No.: Electric G0921

LD of Affected Documents: N/A

LD of Cross-Referenced Documents: N/A

Type of interest: Communication Easements (6), Electric Underground Easements (4), Utility Easement (86)

SBE Parcel: N/A

% Being Quitclaimed: N/A

Order or PM: 31519583

JCN: N/A

County: Monterey

Utility Notice Number: N/A

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

Prepared By: LC

Checked By: PRFB