



Pedro "Pete" M. Sanchez, Mayor
Lori Wilson, Mayor Pro-Tem
Jane Day
Michael J. Hudson
Michael A. Segala

First and Third Tuesday
Every Month

A G E N D A

**REGULAR MEETING OF THE
SUISUN CITY COUNCIL**

**SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY**

HOUSING AUTHORITY

TUESDAY, AUGUST 26, 2014

7:00 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

TELECONFERENCE NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting will include teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

(Next Ord. No. – 727)

(Next City Council Res. No. 2014 – 69)

Next Suisun City Council Acting as Successor Agency Res. No. SA2014 – 06)

(Next Housing Authority Res. No. HA2014 – 03)

ROLL CALL

Council / Board Members
Pledge of Allegiance
Invocation

PUBLIC COMMENT

(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).

REPORTS: (Informational items only.)

1. Mayor/Council -Chair/Boardmembers
2. City Manager/Executive Director/Staff

CONFLICT OF INTEREST NOTIFICATION

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320
FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340
SUCCESSOR AGENCY 421-7309 FAX 421-7366

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

CONSENT CALENDAR**GENERAL BUSINESS****Housing Authority**

3. Housing Authority Adoption of Resolution No. HA 2014-___: Authorizing the Executive Director to Execute Documents Relating to the Creation and Sale of Certain Easements Required to Facilitate a Pacific Gas and Electric (PG&E) Valve Automation Project on a Portion of APN 0032-230-290 – (Kasperson).

PUBLIC HEARINGS**ADJOURNMENT**

A complete packet of information containing staff reports and exhibits related to each item for the open session of this meeting, and provided to the City Council, are available for public review at least 72 hours prior to a Council /Agency/Authority Meeting at Suisun City Hall 701 Civic Center Blvd., Suisun City. Agenda related writings or documents provided to a majority of the Council/Board/Commissioners less than 72 hours prior to a Council/Agency/Authority meeting related to an agenda item for the open session of this meeting will be made available for public inspection during normal business hours. An agenda packet is also located at the entrance to the Council Chambers during the meeting for public review. The City may charge photocopying charges for requested copies of such documents. Assistive listening devices may be obtained at the meeting

PLEASE NOTE:

1. The City Council/Agency/Authority hopes to conclude its public business by 11:00 P.M. Ordinarily, no new items will be taken up after the 11:00 P.M. cutoff and any items remaining will be agendaized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.
2. Suisun City is committed to providing full access to these proceedings; individuals with special needs may call 421-7300.
3. Agendas are posted at least 72 hours in advance of regular meetings at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA. Agendas may be posted at other Suisun City locations including the Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA, and the Suisun City Senior Center, 318 Merganser Drive, Suisun City, CA.

AGENDA TRANSMITTAL

MEETING DATE: August 26, 2014

HOUSING AUTHORITY AGENDA ITEM: Housing Authority Adoption of Resolution No. HA 2014-___: Authorizing the Executive Director to Execute Documents Relating to the Creation and Sale of Certain Easements Required to Facilitate a Pacific Gas and Electric (PG&E) Valve Automation Project on a Portion of APN 0032-230-290.

FISCAL IMPACT: PG&E shall pay the Housing Authority of the City of Suisun City (the "Housing Authority") the total sum of Twenty-Four Thousand Six Hundred Dollars (\$24,600) which is comprised of: (i) \$20,600 for permanent Easements impacting Housing Authority land, and; (ii) \$4,000 for a temporary construction easement ("TCE"). Further, PG&E is required to compensate the City of Suisun City (the "City") in the amount of \$15,534 for improvements that may be constructed at the sole discretion of City (security camera(s) and future landscaping).

BACKGROUND: Earlier this year, staff was approached by PG&E regarding its requirement to construct an above-ground valve lot over a portion of the Central County Bikeway and Assessor's Parcel Number 0032-230-290 (See Attachment 1 for location map). The portion of the proposed facility located on the bikeway is on land owned by the City of Fairfield, where PG&E already has the right to construct improvements. However, the portion of the facility that is proposed to be located on the portion of Assessor's Parcel Number 0032-230-290 is owned by the Housing Authority. Further, as a result of this project, the existing bike path would also need to be rerouted to the north of the proposed facility on land owned by the Housing Authority.

PG&E worked diligently and cooperatively with staff to understand the interests, concerns, and requirements from the Housing Authority's (and City's) perspective to ensure:

- That the integrity of the bike path would not be compromised.
- That the improvements would be aesthetically appropriate.
- That the Housing Authority be compensated at a fair market value for the impacted land.

On July 22, 2014, the Planning Commission adopted a resolution approving the Site Plan/Architectural Review application submitted by PG&E for this project (Application No. AR 13/14-010). The next step to allow PG&E to proceed with the project would be to execute the necessary documents to create the easements over the property PG&E needs to accommodate the facility.

STAFF REPORT: Two permanent easements will be created to accommodate this project. The first easement of approximately 1,336 square feet is for the benefit of PG&E to accommodate the improvements necessary to complete the project. The second easement of approximately 4,929 square feet will benefit the general public providing for permanent public access across the Housing

PREPARED BY:
REVIEWED BY:
APPROVED BY:

John Kearns, Associate Planner
Daniel Kasperson, Building & Public Works Director
Suzanne Bragdon, City Manager



Authority property to utilize the bike path. PG&E is compensating the Housing Authority for both easements in the amount of \$20,600, which was based on a PG&E appraisal. PG&E also provided funding to the Housing Authority to engage a third-party appraiser to review PG&E's appraisal to ensure the Housing Authority was provided compensation that was not less than a fair-market value. Ron Garland & Associates reviewed the appraisal and concluded the proposed purchase price of \$20,600 was not less than fair market value. Attachment 2 provides a graphic depicting the size, shape, and local vicinity of each easement.

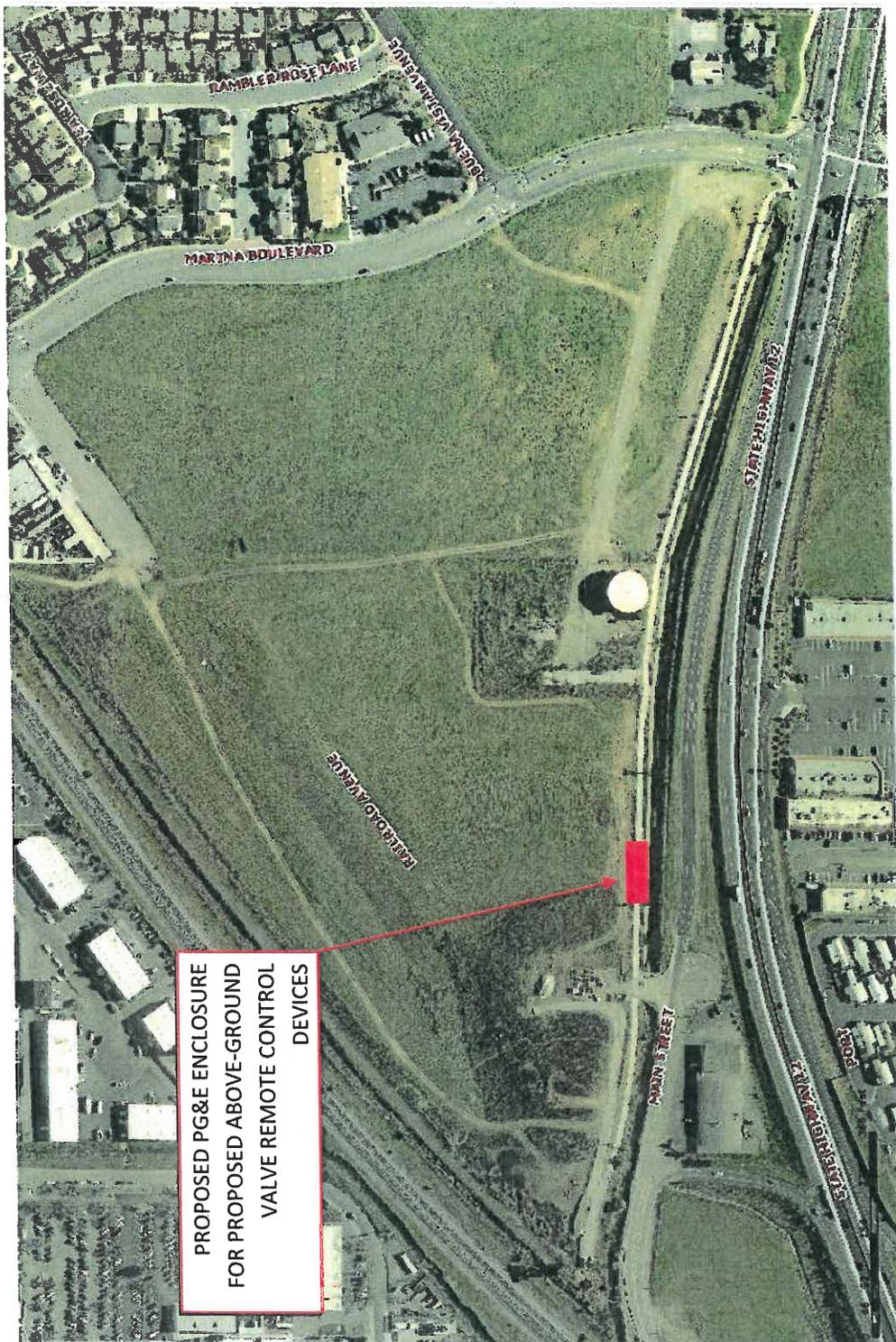
A third easement, which is temporary in nature, is also necessary to accommodate the project. A temporary construction easement (TCE) containing approximately 0.763-acres would be granted through the first to occur of (i) the date construction of the Improvements are completed, or (ii) December 31, 2014. PG&E is providing compensation to the Housing Authority for the TCE in the amount of \$4,000, which was based on fees the City would normally charge for an encroachment permit on public property. Attachment 3 provides a graphic depicting the size, shape, local vicinity of the TCE.

PG&E has also agreed to compensate the City in the amount of \$15,534 for certain improvement to the bike path near the proposed PG&E project, for items such as security cameras and future landscaping. The City may complete these improvements at its sole discretion.

RECOMMENDATION: It is recommended that the Housing Authority adopt Resolution No. HA 2014-___: Authorizing the Executive Director to Execute Documents Relating to the Creation and Sale of Certain Easements Required to Facilitate a Pacific Gas and Electric (PG&E) Valve Automation Project on a Portion of APN 0032-230-290.

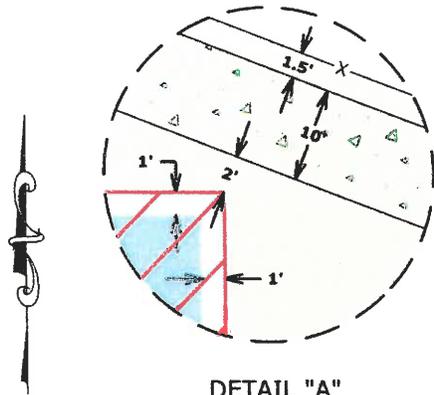
ATTACHMENTS:

1. Location Map.
2. Permanent PG&E Easement Graphic.
3. TCE Graphic.
4. Acquisition Agreement for Grant of Easements.
5. PG&E Easement Grant.
6. TCE Agreement.
7. Resolution No. HA 2014-___: Authorizing the Executive Director to Execute Documents Relating to the Creation and Sale of Certain Easements Required Facilitating a Pacific Gas and Electric (PG&E) Valve Automation Project on a Portion of APN 0032-230-290.



**EXHIBIT A
DEPICTION OF EASEMENT AREA**

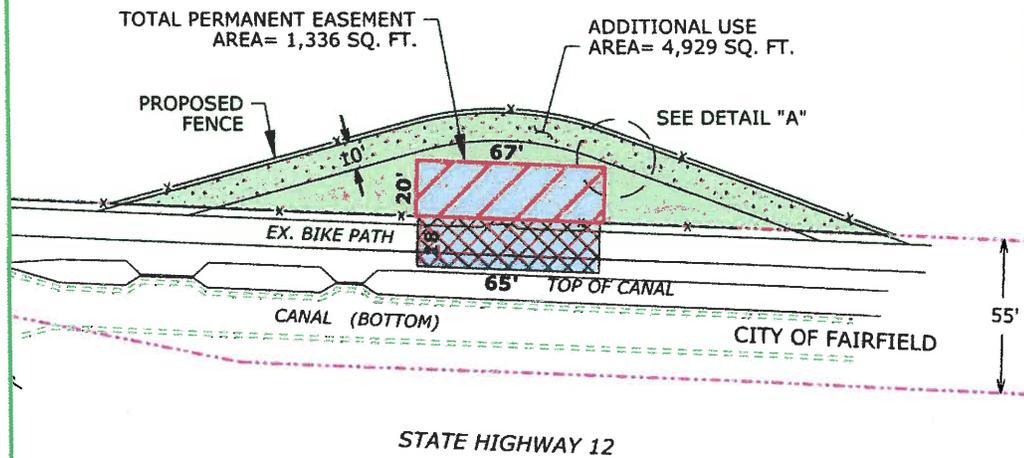
(MDM, T5N, R2W, SEC 25, SW 1/4)
RANCHO SUISUN



DETAIL "A"

MAP LEGEND	
	PROPOSED PG&E EASEMENT
	TOTAL VALVE LOT
	ADDITIONAL USE AREA
	EXISTING VALVE LOT
	PROPOSED BIKE PATH
	BOUNDARY LINE
	CHAIN LINK FENCE

HOUSING AUTHORITY OF SUISUN CITY
APN 0032-230-290



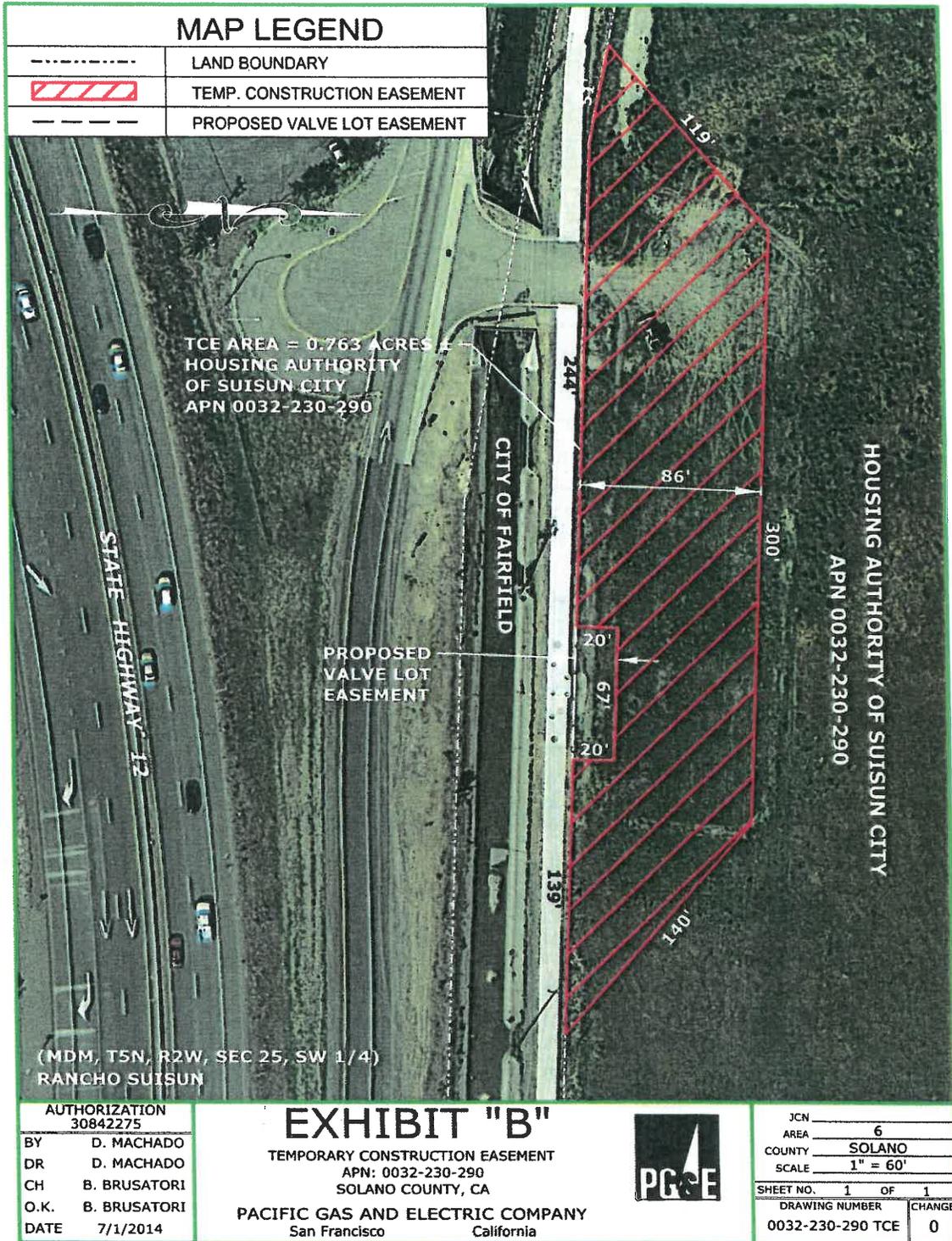
AUTHORIZATION 30842275	
BY	D. MACHADO
DR	D. MACHADO
CH	B. BRUSATORI
O.K.	B. BRUSATORI
DATE	6/4/2014

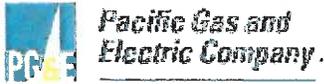
EXHIBIT "B"
HOUSING AUTHORITY OF SUISUN CITY
FAIRFIELD CROSSOVER
APN: 0032-230-290
SOLANO COUNTY, CA
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



JCN	6	
AREA	SOLANO	
COUNTY	1" = 50'	
SCALE	SHEET NO. 1 OF 1	
DRAWING NUMBER	0032-230-290	CHANGE 0

EXHIBIT A
DEPICTION OF EASEMENT AREA





OWNER: Housing Authority of Suisun City
 APN: Portion of 0032-230-290
 Project: PG&E's L-210A & B Valve
 Automation

ACQUISITION AGREEMENT FOR GRANT OF EASEMENTS

This Acquisition Agreement for Grant of Easements ("**Agreement**"), is made and entered into by and between **Housing Authority of the City of Suisun City**¹, a public body, corporate and politic ("**HASC**") and **Pacific Gas and Electric Company**, a California corporation ("**PG&E**").

RECITALS:

- A. HASC owns title to that certain real property in the City of Suisun City, Solano County, California identified as APN No. 0032-230-290 ("**Property**").
- B. PGE has an existing easement and subsurface improvements located under a portion of the adjacent area owned by the City of Fairfield ("**Existing Improvements**").
- C. In order to improve the safety of the Existing Improvements in compliance with applicable law, PGE needs to acquire an additional easement across a certain portion of the Property ("**Easement Location**") to construct additional improvements at the Site known as Line 210A and B Value Automation Project ("**Project**") as well as a temporary construction easement, both as depicted on Exhibit A attached hereto.
- D. Currently a public bike path which is part of the Central County Bikeway exists over part of the Easement Location and will need to be relocated to an adjacent area on the Property ("**Bike Path**").
- E. HASC is willing to grant the easements needed for the Project upon certain conditions specified in this Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT:

1. **RECITALS:** The recitals above are true and correct and incorporated herein.
2. **EFFECTIVE DATE:** This Agreement shall be deemed effective as of the date approved and executed by HASC's governing board ("**Effective Date**").
3. **EASEMENTS.** Upon the terms and conditions set forth in this Agreement, HASC agrees to grant to PG&E and PG&E agrees to accept, (i) an exclusive easement in the form of Exhibit B attached hereto ("**Easement**"), and (ii) a temporary construction easement in the form of Exhibit C attached hereto ("**TCE**") (jointly referred to herein as the "**Easements Documents**").
4. **CONSIDERATION.** As consideration for the Easements ("**Consideration**"), PG&E shall (i) pay HASC the Payment (defined below) and (ii) perform the Obligations (defined below).
 - a. **Payment:** PG&E shall pay HASC the total sum of Forty Thousand One Hundred Thirty-

¹ Sometimes also referred to as "Housing Authority of Suisun City"

Four Dollars (\$40,134) which is comprised of: (i) \$20,600 for the Easement; (2) \$4,000 for the TCE; and (iii) \$15,534 to the City of Suisun City for improvements that may be constructed at the sole discretion, of City of Suisun City ("City"), including security camera(s) and future landscaping ("City Improvements"). The City has no responsibility to account to PG&E for the expenditure of specified funds, shall have no right to additional funds for construction of the City Improvements, and may keep any remaining funds.

b. **Obligations:** PG&E shall, at its own cost and expense, construct the improvements specified in City of Suisun City Planning Commission's Resolution No. PC14-05, a copy of which is attached hereto as Exhibit D ("PC Resolution") and the Gates & Associates summary report entitled "PG&E Fairfield Cross-Over Valve Station" dated June 2014 ("Gates Report") ("Required Improvements"). Prior to commencing construction of the Required Improvements, PG&E must obtain building and encroachment permits from the City and all permitting or authorizations from any and all other governmental agencies. In construction the Required Improvements, PG&E shall comply with all relevant codes and regulations and shall not permit any mechanic liens to be recorded against the Property. Upon issuance of the Easements Documents, PG&E shall promptly commence construction of the Required Improvements and diligently prosecute same to completion; however, PG&E shall first relocate the bike path prior to commencing any other improvements ("New Bike Path").

5. CONDITIONS PRECEDENT TO CLOSING. As conditions precedent to the Closing ("Conditions Precedent"), PG& E shall:

- a. Deliver to HASC a legal description for the location of the new bike path/landscaping area.
- b. Submit all plans and specifications for the Required Improvements to HASC for its approval.
- c. Obtain any building and encroachment permits for the Required Improvements which shall include an encroachment permit issued in accordance with the City's standard processes for the temporary construction obligations.

6. CLOSING. Upon satisfaction of the Conditions Precedent, PG&E shall deliver written notice to HASC together with the Payment ("**Closing Notice**"). Within three (3) days of receipt of the Closing Notice, HASC shall deliver the executed Easement Documents to PG&E. Promptly upon receipt of the Easement Documents, PG&E shall have the Easement recorded in the Official Records of Solano County and will send a conformed copy to HASC.

7. REPRESENTATION & WARRANTY. Each party represents and warrants to the other that it has the legal authority to enter into this Agreement.

8. REQUIRED ACTIONS. Each party agrees to take such reasonable actions, including, but not limited to, acknowledging, delivering or executing the Attachments and other documents as may be required to effectuate the purposes of this Agreement.

9. MISCELLANEOUS.

9.1. Entire Agreement; Survival. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. The obligations of the parties shall survive the Closing.

9.2. Assignment. PGE may not assign this Agreement or any of its rights or obligations hereunder (including, without limitation, its rights and duties of performance) to any third party or entity except with the prior written consent of HASC. This Agreement will be binding upon and inure to the benefit of each of the parties hereto and, except as otherwise provided herein, their respective legal successors and permitted assigns.

9.3. Notices. Any notices, demands or communications under this Agreement between the

parties shall be in writing, and may be given either by (i) personal service, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return receipt requested ("US Mail"), addressed to each party as set forth below or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date so delivered, or three (3) business days after deposit into the U.S. Mail.

To PG&E: Pacific Gas and Electric Company
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

To HASC: Housing Authority of Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585
Attn: Executive Director

With Copy to: Aleshire & Wynder, LLP
18881 Von Karman Ave. Suite 1700
Irvine, CA 92612
Attention: Anthony Taylor,
Authority Counsel

9.4. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

9.5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that a court of competent jurisdiction in Solano County shall be the sole venue and jurisdiction for the bringing of such action.

9.6. Legal Fees and Costs. In the event of any litigation or other legal proceeding including, but not limited to, arbitration or mediation between the parties arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorney's fees) incurred in the proceeding.

9.7. Construction. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against a party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

9.8. Force Majeure. Each party's performance under this Agreement shall be excused to the extent that such performance is hindered, delayed or made commercially impractical by causes beyond that party's reasonable control.

9.9. Modifications in Writing. Any modification or amendment of any provision of this Agreement must be in writing and executed by both parties.

9.10. No Waiver. The failure of either party to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that party's right to enforce this, or any other, term, covenant, or condition of this Agreement at any

later date or as a waiver of any term, covenant, or condition of this Agreement.

9.11. No Third Party Beneficiaries. This Agreement is only between the parties, and is not intended to be nor shall it be construed as being for the benefit of any third party.

9.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall be deemed but one and the same instrument, and a facsimile copy of such execution shall be deemed an original.

9.13. Brokerage Commission. Each party represents and warrants to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Each party agrees to indemnify and hold the other party harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

9.14. Exhibits. Exhibits A, B, C & D, inclusive, specified below are attached hereto and incorporated herein by reference.

- Exhibit A** Depiction of Easement Location
- Exhibit B** Easement
- Exhibit C** Temporary Construction Easement
- Exhibit D** PC Resolution & Gates Report

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates specified below.

HASC

HOUSING AUTHORITY OF THE CITY OF SUISUN CITY, a public body, corporate and politic

By: _____

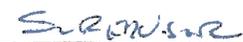
Chair

_____, 2014

PG&E

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

By: _____ 

Its: _____ 

Date: 8-12, 2014

ATTEST:

Authority Secretary

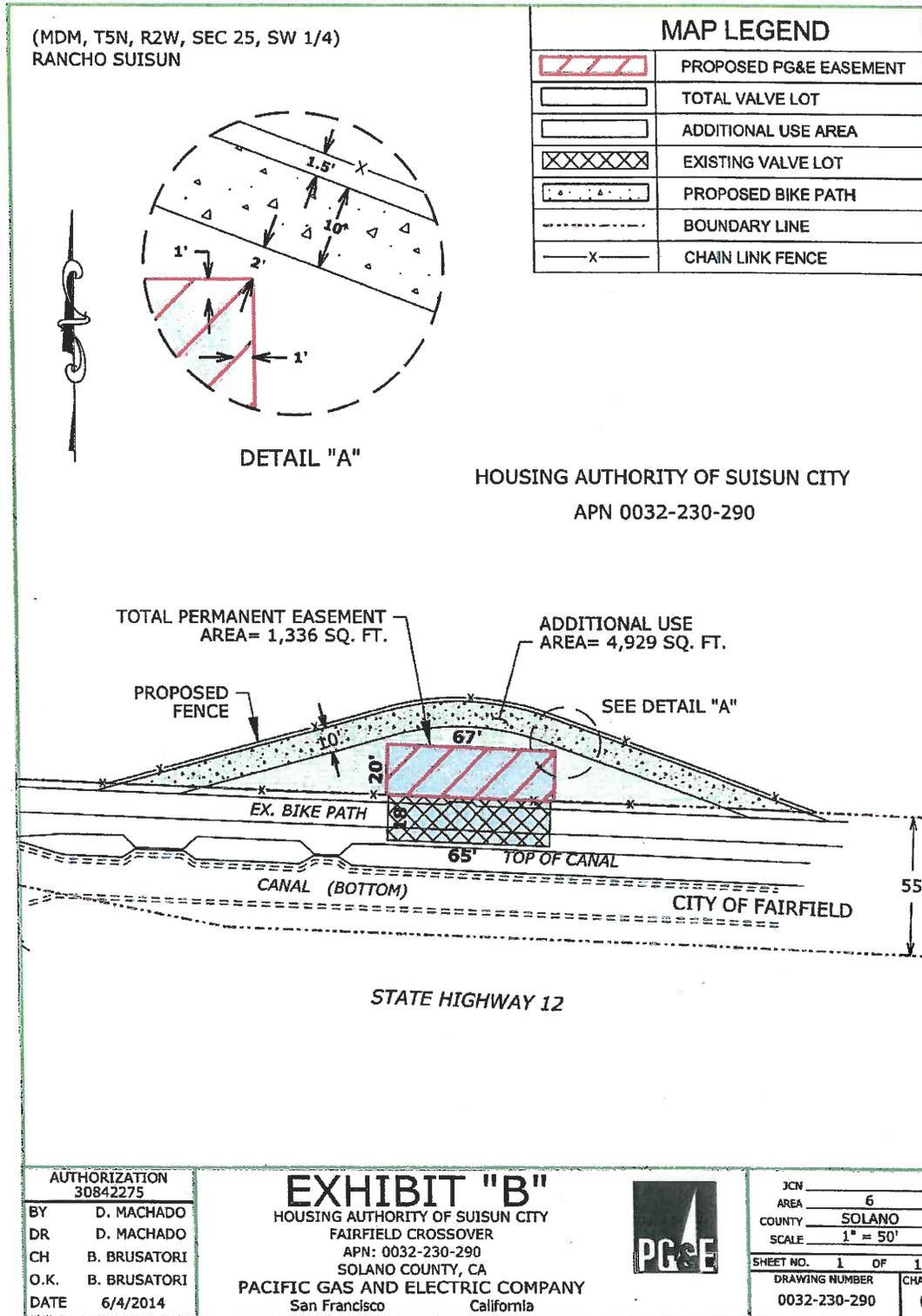
APPROVED AS TO FORM:

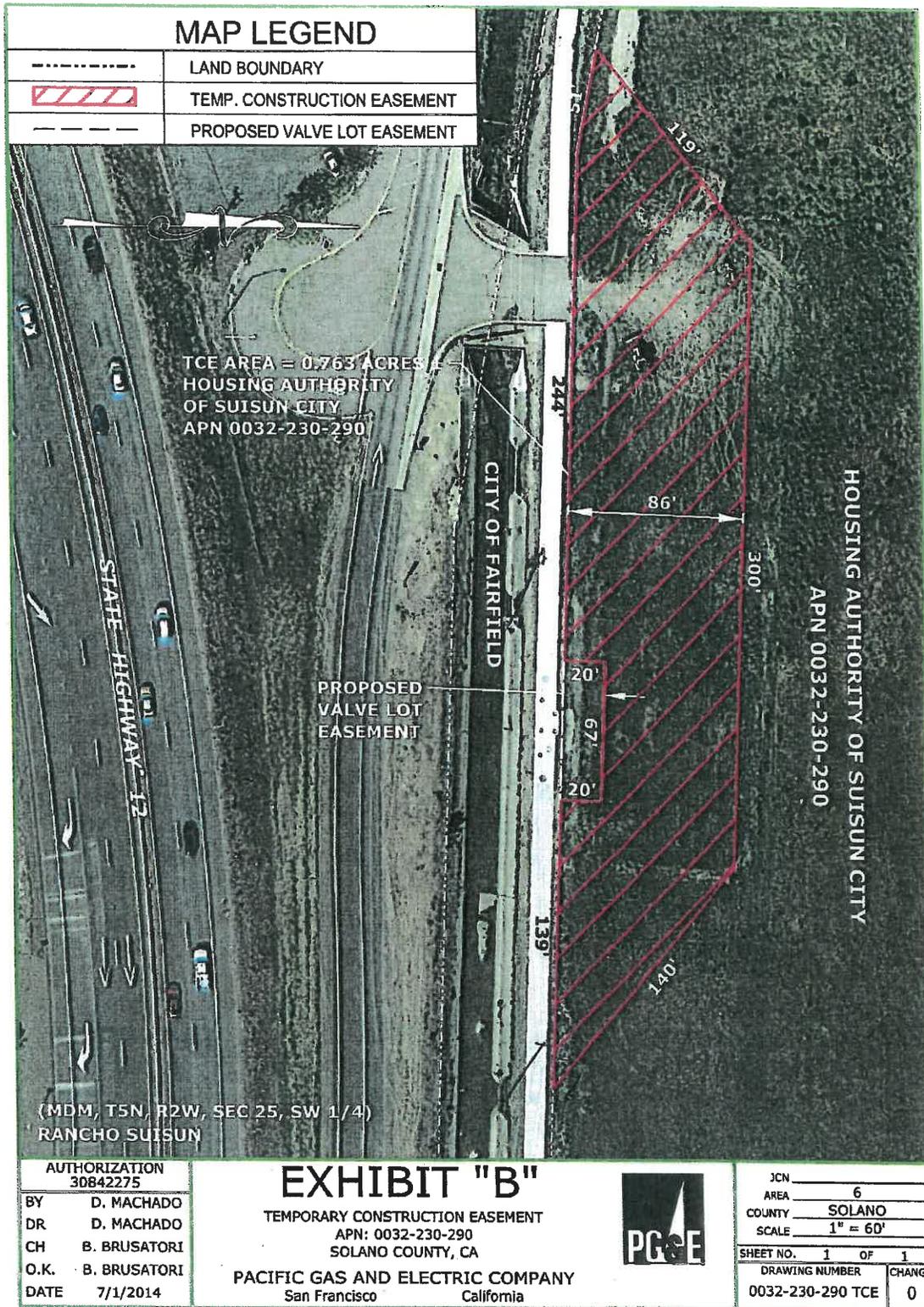
ALESHIRE & WYNDER, LLP

By: _____

Anne Nelson Lanphar
Authority Counsel

**EXHIBIT A
DEPICTION OF EASEMENT LOCATION**





**EXHIBIT B
EXCLUSIVE EASEMENT**

(Copy to be attached prior to execution)

EXHIBIT C
TCE

(Copy to be attached prior to execution)

**EXHIBIT D
COPY OF RESOLUTION & GATES REPORT**

RESOLUTION NO. PC14-05

**A RESOLUTION OF THE CITY OF SUISUN CITY PLANNING COMMISSION
APPROVING SITE PLAN/ARCHITECTURAL REVIEW NO. AR 13-4-010 TO
CONSTRUCT AN ABOVE GROUND VALVE ENCLOSURE FOR PACIFIC GAS AND
ELECTRIC (PG&E) ON A PORTION OF THE EXISTING CENTRAL COUNTY
BIKEWAY AND ASSESSOR'S PARCEL NUMBER 0032-230-290**

WHEREAS, the Planning Commission at a regular meeting on July 22, 2014 did review Site Plan/Architectural Review Application AR 13-4-010 to Construct an Above Ground Valve Enclosure for Pacific Gas and Electric (PG&E) on a Portion of the Existing Central County Bikeway and Assessor's Parcel Number 0032-230-290; and

WHEREAS, the public notice was published in the Daily Republic on June 14, 2014; and

WHEREAS, a report by the City Staff was presented and made a part of the recommendations of said meeting; and

WHEREAS, the applicant and members of the public were present to speak on the application; and

WHEREAS, The Conditional Use Permit application is exempt from the analysis required by the State of California Environmental Quality Act (CEQA) under 15303: New Construction or Conversion of Small Structures; and

WHEREAS, based on evidence presented at the Public Hearing by City Staff, the applicant, the public and Commissioners, the following Findings are hereby made:

In order for the Planning Commission to approve the conditional use permit the following findings must be made:

1. Notice has been given in the time and in the manner required by State Law and City Code because a public notice was published on June 14, 2014 in the *Daily Republic* newspaper and mailed to surrounding property owners on June 12, 2014. The Public Hearing was continued to July 22, 2014.
2. That the proposed project, when subject to the conditions will not conflict with the Goals, Objectives, and Policies of the General Plan or the purposes of the zoning district in which the site is located.
3. That the proposed use, when subject to the conditions, will not be detrimental to the public health, safety, or welfare of persons residing or working in or adjacent to the neighborhood of such use, nor detrimental to properties or improvements in the vicinity, or to the general welfare of the City, because the applicant has taken necessary precautions to diminish any concerns through the project description.

- 4. That the proposed project has been considered through a Site Plan/Architectural Review process as required by the Suisun Zoning Ordinance as the public hearing took place on June 22nd and testimony and materials were considered by the Planning Commission prior to adoption of the resolution.
- 5. The project is exempt from the California Environmental Quality Act (CEQA) per Section 15303: New Construction or Conversion of Small Structures.

NOW, THEREFORE, BE IT RESOLVED THAT the Planning Commission of the City of Suisun City does hereby adopt Resolution PC14- ; A Resolution of the City of Suisun City Planning Commission Approving Site Plan/Architectural Review No. AR 13-4-010 to Construct an Above Ground Valve Enclosure for Pacific Gas and Electric (PG&E) on a Portion of the Existing Central County Bikeway and Assessor's Parcel Number 0032-230-290, subject to the following Conditions and all other applicable Suisun City Codes and Ordinances:

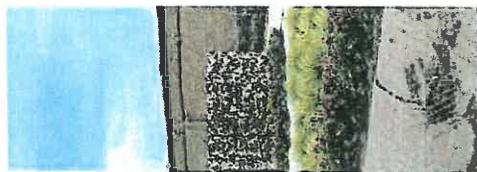
- 1. Applicant shall submit plans for and install a backlit sign affixed to the enclosure reading "Suisun City Waterfront District".
- 2. Applicant shall install four street lights, with footings and conduits for each with provisions for future expansion.
- 3. Applicant shall provide electric service to the site for use by the City for project lighting and sized for additional street or pathway lighting.
- 4. Applicant shall install two concrete benches that are approved by the City.
- 5. Applicant shall provide a 1" water service including meter and back flow prevention device to the site.
- 6. Applicant shall provide a deposit for landscape installation and security camera(s). In the absence of immediate physical landscaping, PG&E shall install decomposed granite (or similar materials approved by the City) and prepare the site for the future landscaping.
- 7. Applicant will underground all new electrical infrastructure and will install additional conduit for future use.
- 8. Applicant must receive a building permit and encroachment permit before commencing any work.
- 9. Applicant shall comply with all relevant codes and regulations and receive the permitting/authorization from all necessary agencies.

The forgoing motion was made by Commissioner Adeva and seconded by Commissioner Ramos and carried by the following vote:

AYES: Commissioners: Adeva, Clemente, Holzwarth, Mirador, Ramos, Wade
 NOES: Commissioners: None
 ABSENT: Commissioners: Harris
 ABSTAIN: Commissioners: None

WITNESS my hand and the seal of said City this 22nd day of July 2014

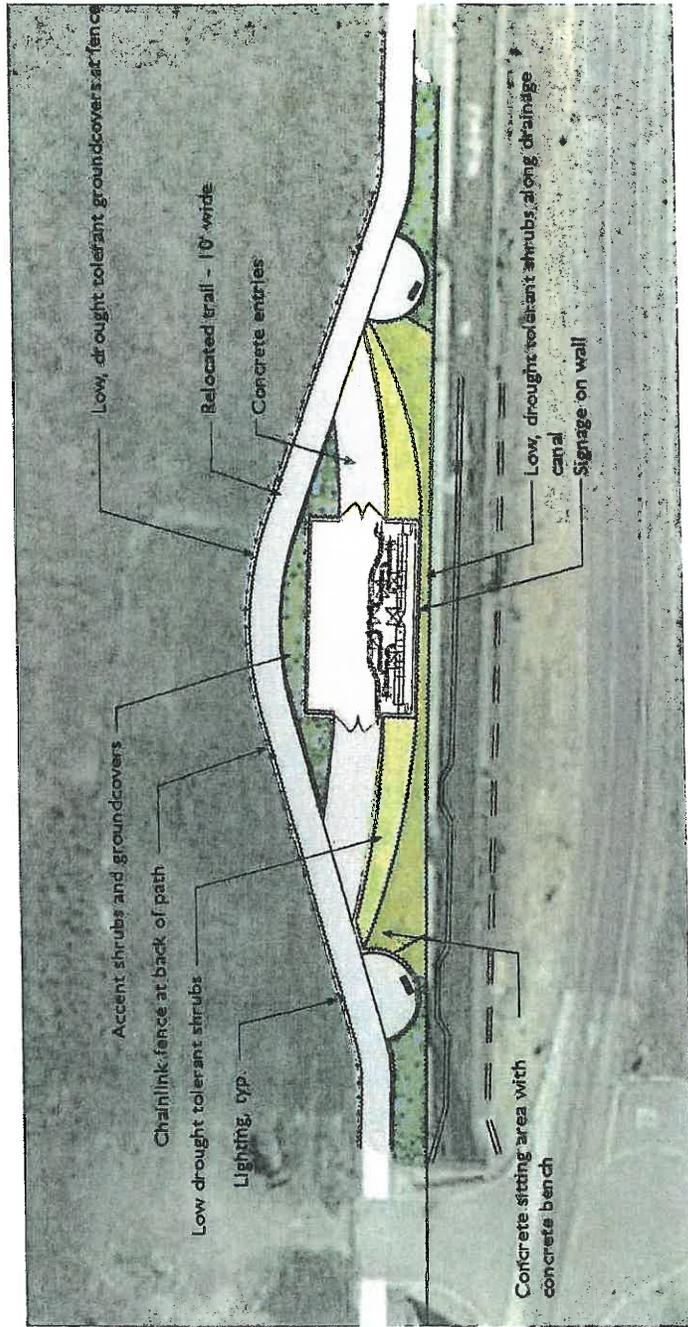

 Anita Skinner
 Commission Secretary



P & E FAIRFIELD CROSS-OVER VALVE STATION
SUNSHINE CITY, CALIFORNIA

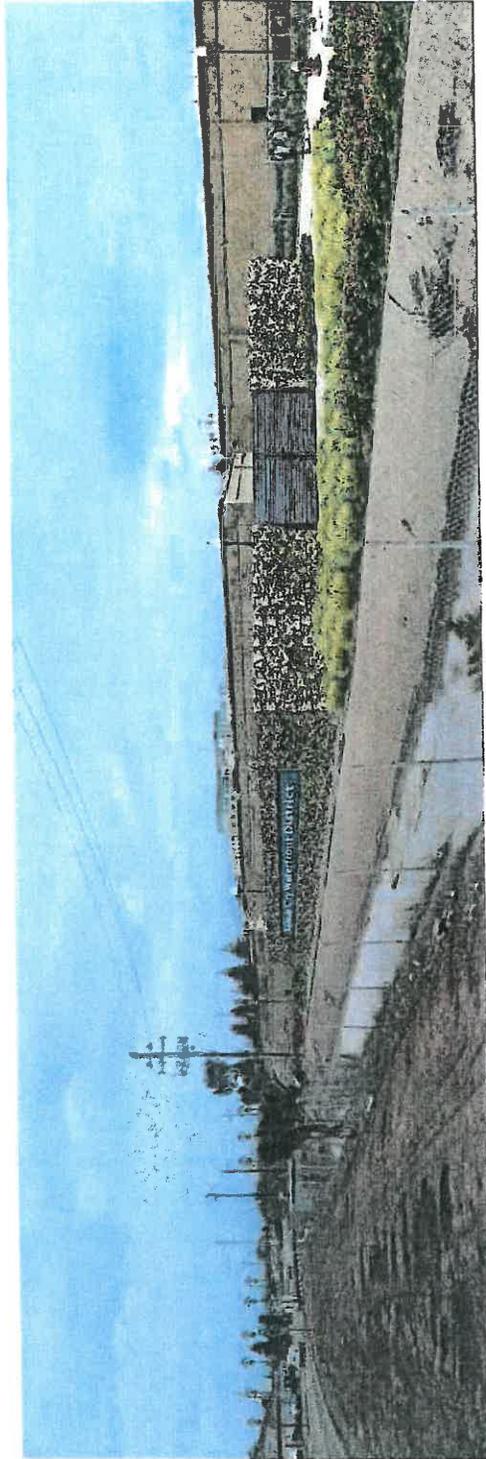
JUNE 2014





NOTE: All planting to match existing planting in project to the west


 PG & E SUBSTATION - SUSAN CITY, CALIFORNIA
 STEPHEN JORDAN



"AFTER" STONE VENEER ON CHU WALL



"BEFORE"



Stone Veneer
 MFR: El Dorado Stone
 Model: Fieldedge
 Color: Umbria



PG & E SUBSTATION SAN JUAN CITY, CALIFORNIA

PHOTO SIMULATION LOOKING NORTH
 JUNE 2014



'AFTER' CINDERBLOCK OPTION

Stone Veneer
 MFR: El Dorado Stone
 Model: Fieldledge
 Color: Umbria



'BEFORE'


GATES ASSOCIATES
 PG&E SUBSTATION | SPOKANE, CALIFORNIA
 PHOTOSIMULATION TOURING SOUTH JUNE 2018

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: 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 _____ Signature of declarant or agent determining tax	
LD# 2405-02-1124	(SPACE ABOVE FOR RECORDER'S USE ONLY) EASEMENT

2014287(06-13-086) 6 14 1
L-210A and B Valve Automation

GRANT OF EASEMENT

HOUSING AUTHORITY OF THE CITY OF SUISUN CITY, a public body, corporate and politic ("Grantor") in consideration of value paid by **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("Grantee"), the adequacy and receipt which is hereby acknowledged and subject to the terms specified herein, hereby grants ("**Easement Grant**") to Grantee in gross, an exclusive easement to construct, install, replace, maintain and use valves, other devices and equipment defined below as Required Improvements in the Easement Area (defined below) located within Grantor's real property located in the City of Suisun City, County of Solano, State of California, and described as follows:

The parcel of land conveyed by the Suisun City Redevelopment Agency to the Housing Authority of Suisun City by deed dated March 8, 2011 and recorded as Document No. 201100020696, Solano County Records. (APN 0032-230-290) ("**Grantor's Property**").

- 1. Easement Area.** The exclusive easement area within Grantor's Property is described as follows ("**Easement Area**"):

A strip of land of the uniform width of 20.00 feet the southerly boundary line of which is coincident with the southerly boundary line of said lands, also being the northerly boundary line of the parcel of land described in the deed from Travis Industrial Park to the City of Fairfield dated June 10, 1980 and recorded September 18, 1980 in Book 1980 of Official Records at page 65355, Solano County Records, said southerly boundary line of said strip extends westerly along said southerly boundary line of said lands 67.00 feet from a point in said southerly boundary line of said lands which is 288.09 feet westerly of the northeasterly corner of said parcel of land described in said deed dated June 10, 1980 (as measured along said southerly boundary line).

The Easement Area is depicted in Grantee's Drawing No. 0032-230-290 attached hereto as Exhibit "A" and made a part hereof is recorded for reference purposes only .

The Easement is subject to all covenants, conditions, restrictions, reservations, exceptions, encumbrances, rights, easements, leases and licenses affecting the Grantor's Property, whether of record or not.

2. Authorized Uses. In accordance with all applicable laws and regulations, Grantee may use the Easement solely for metering, regulating and discharging gas into the atmosphere utilizing the Required Improvements constructed by Grantee in accordance with that certain Acquisition Agreement for Grant of Easements dated _____, 2014 between Grantor and Grantee ("**Acquistion Agreement**") which improvements may include concrete curbing on, to cover with bitumastic pavement and to enclose with a fence or other suitable protection, to construct, reconstruct, maintain and use 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; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the distribution of natural gas for the purpose of serving the operation of the gas valve equipment located on the Easement Area. Grantor also 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 the Easement Area, and shall have the further right, from time to time, to trim and cut down trees and surrounding the perimeter of the Easement Area which, in the reasonable opinion of Grantee may interfere with or be a hazard to Grantee's facilities, or as Grantee deems necessary to comply with applicable state or federal regulations. Grantee shall seek and obtain concurrence from Grantor before any trimming or cutting outside the easement is done. Grantee may not grant any rights to third parties to use the Easement Area.

3. Limitations on Grantor. Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction on the Easement Area. Grantor agrees that Grantee has the exclusive use of the Easement Area and further agrees not to grant any easement or easements on, under or over the Easement Area without the written consent of Grantee.

4. Indemnity. Grantee agrees to indemnify and hold harmless Grantor to the fullest extent against all claims, liens, encumbrances, actions, losses, damages, expenses and/or liabilities ("**Claim**") arising from or growing out of loss or damage to property, including Grantor's Property, or injury to or death of persons, including employees of Grantor, resulting in any manner whatsoever, directly or indirectly, by reason of the exercise of the rights under this Grant, provided, however, that this covenant shall not apply in those instances were the Claim is caused by the active negligence of Grantor.

5. Grantee's Construction Obligations. As material consideration for this Grant, Grantee shall construct the "**Required Improvements**" as defined Acquisition Agreement at Grantee's sole cost and expense and not permit any mechanic lien to be filed against Grantor's Property. Grantee shall not install any other improvements without the prior written consent of Grantor which consent shall not be unreasonably withheld or delayed for any replacement or upgraded improvements. Grantee shall construct the New Bike Path prior to any other improvements as set forth in the Acquisition Agreement.

6. Grantee's Continuing Obligations. Grantee shall maintain the Easement Area in good and safe condition at all times at its sole cost and expense, including the prompt removal of any graffiti upon notification by Grantor to Grantee.

7. Termination. The Easement shall only be used for the Authorized Uses and in the event that (i) the Easement is not so used, or (ii) the Easement Area shall be vacated or abandoned by Grantee, the Easement shall, ipso facto, revert to and merge in the interest of Grantor in Grantor's Property. Upon termination or reversion of the rights granted herein, Grantee shall execute and deliver to

Grantor within thirty (30) days after service of a written demand therefor, a quitclaim deed in a form reasonably acceptable to Grantor and as otherwise required by a reputable title insurance company to clear title. The obligations of the parties shall survive the termination.

8. **No Challenge.** Grantee recognizes Grantor's right, title and interest to Grantor's Property and agrees never to assail or resist Grantor's rights therein.

9. **Legal Fees.** In the event of any litigation or other legal proceeding between the parties arising from this Grant, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorney's fees) incurred in the proceeding.

Dated _____, 2014.

GRANTOR:

HOUSING AUTHORITY OF THE CITY OF SUISUN CITY, a public body, corporate and politic

By: _____
Chair
_____, 2014

ATTEST:

Authority Secretary

APPROVED AS TO FORM:

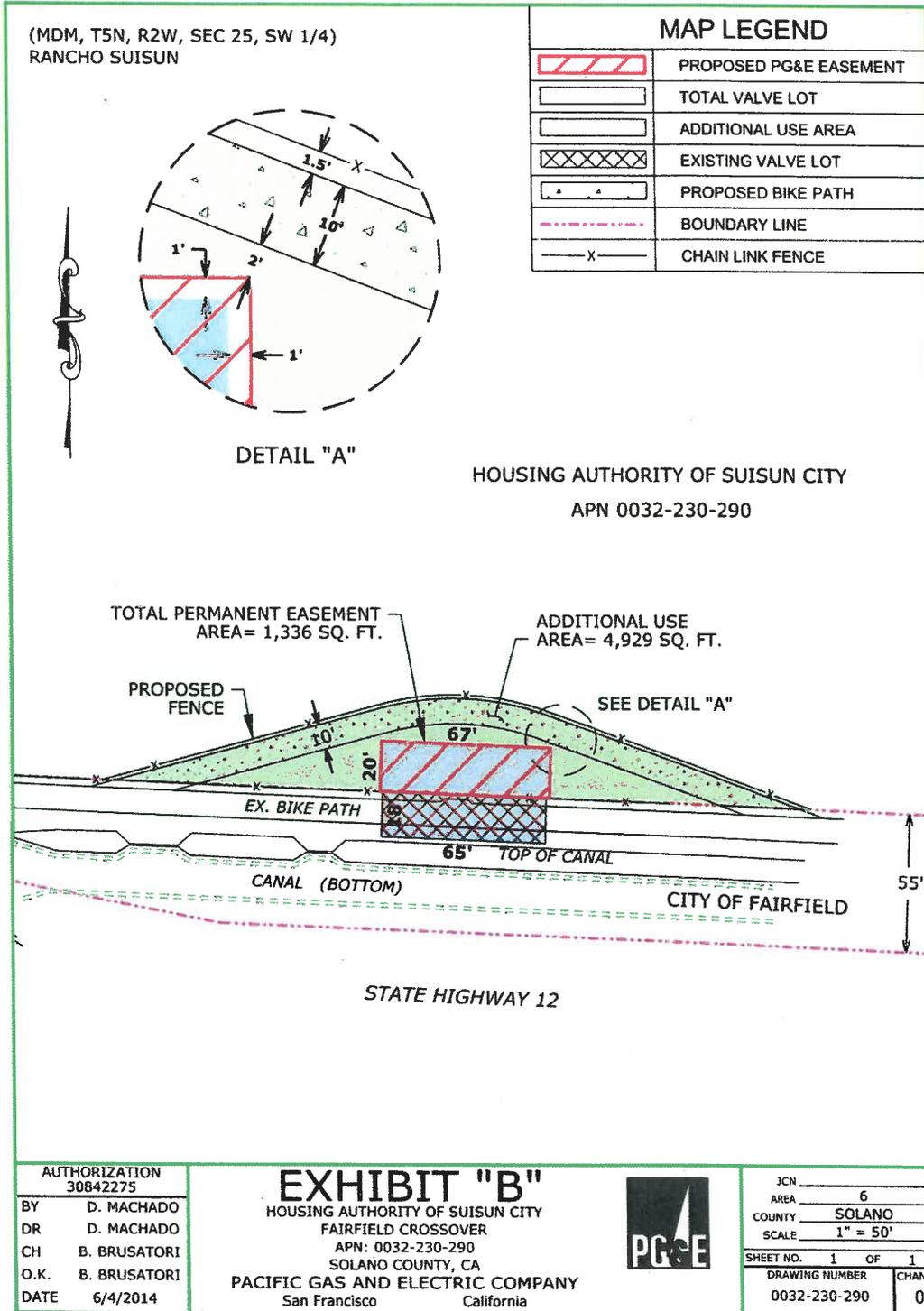
ALESHIRE & WYNDER, LLP

By: _____
Anne Nelson Lanphar
Authority Counsel

AREA: 6
Sacramento Land Services Office
Operating Department: Gas Transmission
USGS location: (MDM, T5N, R2W, Sec. 25, SW ¼)
RANCHO SUISUN
FERC License Number(s): NA
PG&E Drawing Number(s): 0032-230-290
PLAT NO. SOL2777-F8
LD of any affected documents: NA
LD of any Cross-referenced documents: 2405-02-0316

TYPE OF INTEREST: 04, 05, 06, 43, 52
SBE Parcel Number:
Order # or PM #: 30842284
JCN: 06-13-086
County: SOLANO
Utility Notice Numbers:
851 Approval Application No. _____
Decision _____
Prepared By: EKF2
Checked By: RWW0 _____

**EXHIBIT A
DEPICTION OF EASEMENT AREA**



Fairfield Crossover

TEMPORARY CONSTRUCTION EASEMENT

HOUSING AUTHORITY OF THE CITY OF SUISUN CITY, a public agency, ("**Grantor**"), hereby grants to **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("**Grantee**"), a temporary construction easement to construct the Required Improvements as contemplated by that certain Grant of Easement of even date herewith between the parties ("**Permanent Easement**"), upon, over and across that certain real property in the City of Suisun City, County of Solano, State of California, identified as Solano County Assessor's Parcel Number 0032-230-290 ("**Grantor's Property**").

1. Temporary Easement Area. The temporary easement area within Grantor's Property is depicted on Grantee's Drawing No. 0032-230-290 TCE – Authorization 30843375 attached hereto as Exhibit "A" and made a part hereof ("**Easement Area**"), excluding, however, the New Bike Path as defined in the Permanent Easement which shall not be blocked in any way.

This Easement is subject to all covenants, conditions, restrictions, reservations, exceptions, encumbrances, rights, easements, leases and licenses affecting the Grantor's Property, whether of record or not.

2. Uses. Subject to compliance with the terms and conditions of that certain Encroachment Permit No. _____ dated _____, 2014, Grantee has the right to construct and install the Required Improvements in accordance with the terms of the Permanent Easement and the temporary right to use for working strips and laydown and staging areas, including the right to locate construction trailers and construction equipment thereon within the areas of the Easement Area outlined by the heavy red lines on Exhibit A. However, Grantee may not block the New Bike Path.

3. Term. This Temporary Construction Easement shall commence on the date an executed copy of this Easement Grant is delivered by Grantor to Grantee and shall automatically terminate and expire upon the first to occur of: (i) the date construction of the Improvements are completed, or (ii) December 31, 2014. Upon termination of the Temporary Construction Easement, all of the rights and benefits of Grantee in, to and hereunder shall automatically terminate and be of no further force and effect. The obligations of the parties shall survive the termination of this Temporary Construction Easement.

4. Restoration. Grantee shall restore the Temporary Construction Area to the condition in which it existed at the commencement of such activities.

5. Indemnity. Grantee agrees to indemnify and hold harmless Grantor to the fullest extent against all claims, liens, encumbrances, actions, losses, damages, expenses and/or liabilities ("**Claim**") arising from or growing out of loss or damage to property, including Grantor's Property, or injury to or death of persons, including employees of Grantor, resulting in any manner whatsoever, directly or indirectly, by reason of the exercise of the rights under this Grant, provided,

however, that this covenant shall not apply in those instances where the Claim is caused by the active negligence of Grantor.

6. **Legal Fees.** In the event of any litigation or other legal proceeding between the parties arising from this Grant, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorney's fees) incurred in the proceeding.

Dated _____, 2014.

GRANTOR:

HOUSING AUTHORITY OF THE CITY OF SUISUN CITY, a public body, corporate and politic

By: _____

Chair
_____, 2014

ATTEST:

Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

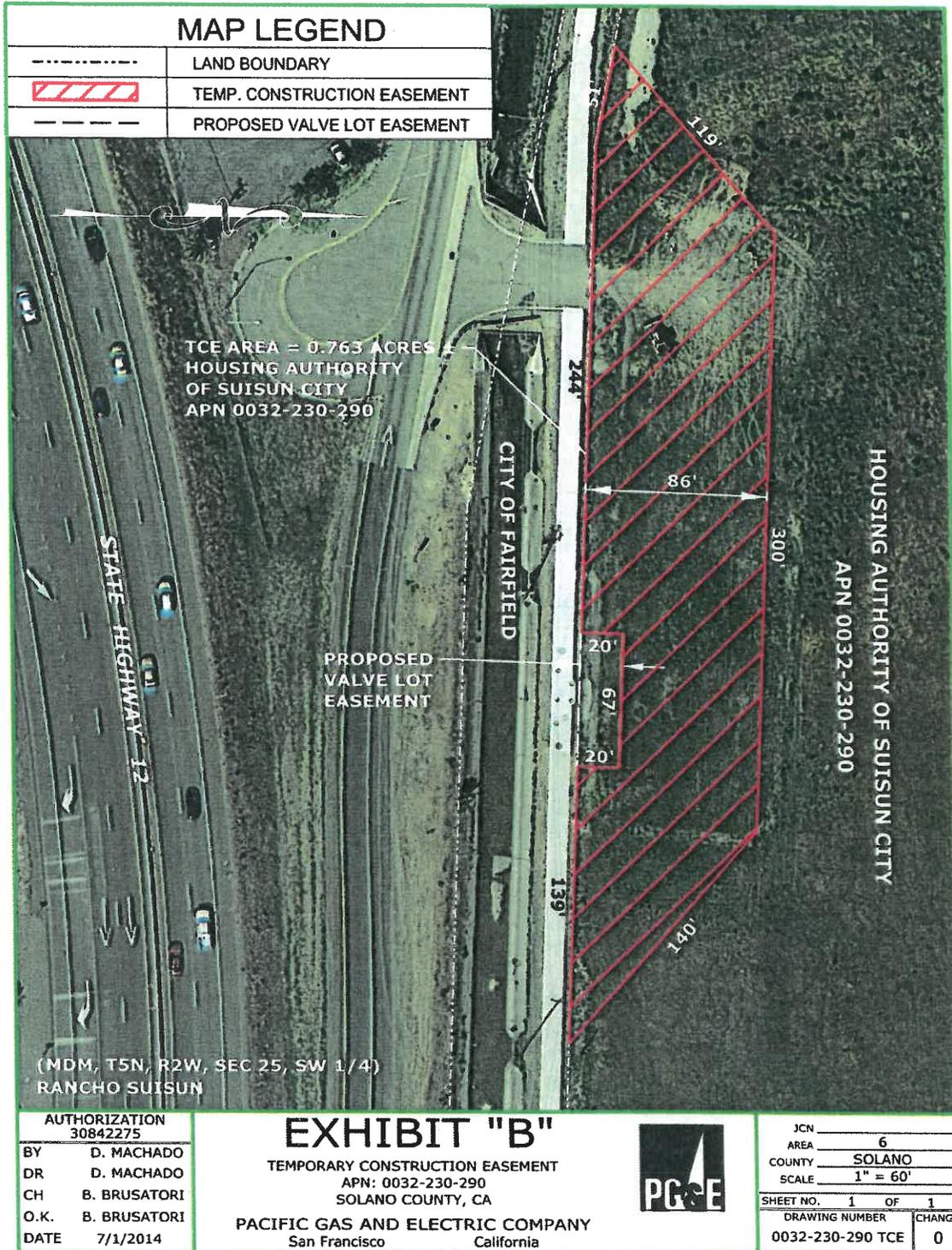
By: _____

Anne Nelson Lanphar
Authority Counsel

AREA: 6
SAN RAMON LAND SERVICE OFFICE
GAS TRANSMISSION
(T.5N., R.2W., MDM,
Sec. 25, NE ¼ of SW ¼)
FERC License Number(s): N/A
PG&E Drawing Number(s): 0032-230-290 TCE
PLAT NO.: SOL 2777F8
LD of any affected documents:
LD of any Cross-referenced documents:
TYPE OF INTEREST: 5 and 52

SBE Parcel Number: N/A
Quitclaims %: N/A
Order # or PM #: 30842275
JCN: N/A
County: SOLANO
Utility Notice Number(s): N/A
851 Approval Application No. _____ N/A _____ Decision _____
N/A
Prepared By: DHMB
Checked By: BGBd
Revision Number:

EXHIBIT A
DEPICTION OF EASEMENT AREA



RESOLUTION NO. HA 2014-___

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF SUISUN CITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE DOCUMENTS RELATING TO THE CREATION AND SALE OF CERTAIN EASEMENTS REQUIRED TO FACILITATE A PACIFIC GAS AND ELECTRIC (PG&E) VALVE AUTOMATION PROJECT ON A PORTION OF APN 0032-230-290

WHEREAS, Pacific Gas & Electric (PG&E) has requested an easement over a portion of a vacant parcel of land owned by the Housing Authority of the City of Suisun City (portion of Assessor's Parcel Number 0032-230-290) that is necessary to accommodate construction of a valve automation facility as part of an improvement to an existing gas line; and

WHEREAS, an exclusive easement of approximately 1,336 square feet for the benefit of PG&E is necessary to accommodate the improvements to complete the valve automation facility; and

WHEREAS, an easement of approximately 4,929 square feet for the benefit of the general public is necessary to provide for permanent public access for a portion of the existing bike path that will require rerouting over Housing Authority property as part of the project; and

WHEREAS, a temporary construction easement (TCE) containing approximately 0.763 acres is necessary to accommodate construction of the valve automation facility and would be granted through the first to occur of (i) the date construction of the Improvements are completed, or (ii) December 31, 2014; and

WHEREAS, an Acquisition Agreement for Grant of Easements with PG&E has been drafted and is acceptable to PG&E; and

WHEREAS, On July 22, 2014, the Planning Commission adopted a resolution approving the Site Plan/Architectural Review application submitted by PG&E for this project (Application No. AR 13/14-010); and

WHEREAS, the Housing Authority understands the necessity of the proposed safety project and will receive not less than fair-market value for the easements being sold as evidenced by an independent review of PG&E's appraisal conducted for the Housing Authority by Ron Garland & Associates; and

WHEREAS, PG&E also agreed to compensate the City in the amount of \$15,534 for certain improvements to the bike path near the proposed PG&E project, for items such as security cameras and future landscaping.

NOW, THEREFORE, THE HOUSING AUTHORITY BOARD OF THE CITY OF SUISUN CITY DOES RESOLVE AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The Acquisition Agreement for Grant of Easements with Pacific Gas & Electric (the "Agreement") is hereby approved and the Executive Director is authorized to execute said Agreement.

Section 3. The Executive Director of the Housing Authority (or her designee) is hereby authorized on behalf of the Authority to execute all documents necessary and to make revisions to said Agreements which do not materially or substantially increase the Authority's obligations thereunder, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agreements for the grant of an easements.

PASSED AND ADOPTED at a regular meeting of the Suisun City Housing Authority meeting duly held on the 26th day of August, 2014, by the following vote:

AYES:	Boardmembers:	_____
NOES:	Boardmembers:	_____
ABSENT:	Boardmembers:	_____
ABSTAIN:	Boardmembers:	_____

WITNESS my hand and seal of said Authority this 26th day of August, 2014.

Donna Pock, Deputy Housing Authority Clerk