

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Environmental Resources

BOARD AGENDA # *B-1

Urgent Routine

AGENDA DATE November 8, 2011

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

Handwritten initials/signature

SUBJECT:

Approval of an Agreement with Pacific Gas & Electric Company for their Orchard Tree Removal Incentive Program Regarding the Interstate 5 Ranch Adjacent to the Fink Road Landfill

STAFF RECOMMENDATIONS:

1. Authorize the Director of the Department of Environmental Resources, or her designee, to sign the Orchard Tree Removal Program Agreement with Pacific Gas & Electric Company.
2. Authorize the Director of the Department of Environmental Resources, or her designee, to sign the Incentive Payment Estimate Worksheet provided by Pacific Gas & Electric Company.

(continued on next page)

FISCAL IMPACT:

If approved, this Incentive Program will provide a one-time payment of up to \$259,560 to the Fink Road Landfill Operating Fund during Fiscal Year 2011-2012. Of this amount, \$175,980 is intended to compensate Stanislaus County for the value of the 12.6 acres of lost crop revenue over time and \$83,580 is intended to cover the cost of removing the trees and stumps once a Pacific Gas & Electric Company contractor has cut them down.

BOARD ACTION AS FOLLOWS:

No. 2011-685

On motion of Supervisor De Martini, Seconded by Supervisor O'Brien

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, De Martini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of an Agreement with Pacific Gas & Electric Company for their Orchard Tree Removal Incentive Program Regarding the Interstate 5 Ranch Adjacent to the Fink Road Landfill

STAFF RECOMMENDATIONS (Continued):

3. Authorize the Chairman of the Board of Supervisors to sign an Agreement to modify the utility easement for the Interstate 5 Ranch property, consistent with the sample document provided as Attachment A to this report, once it has been prepared by Pacific Gas & Electric Company and transmitted to Stanislaus County following the receipt of the signed Orchard Tree Removal Program Agreement.

DISCUSSION:

Stanislaus County owns a 1,678 acre farm adjacent to the Fink Road Landfill, 1,040 of which is considered to be farmable. Included within the 1,040 acres are 345 acres of producing almond trees and approximately 700 acres which has been utilized for dry land farming. On February 26, 2008, the Board of Supervisors reaffirmed its commitment to making this land unavailable for immediate landfill operations by authorizing staff to issue a Request for Proposals for a long-term farm lease agreement for this property. On September 29, 2009, the Board authorized staff to issue a Request for Qualifications to select the most qualified candidate interested in entering into a long-term lease of this acreage, including the potential evaluation of a solar farm operation at the site.

The selected candidate, JKB Energy (JKB), was awarded a 12-month Exclusive Right to Negotiate Agreement for a long-term farming and potential solar farm lease for the 1,040 acres on December 8, 2009. Also on December 8, 2009, the Board authorized the Director of Environmental Resources to negotiate and sign a contract with M.A. Garcia Agrilabor, Inc., for farm management services for the 345 acre almond orchard during the negotiation period. On December 21, 2010, the Board authorized a 12-month extension of this Agreement with JKB and authorized the Director of Environmental Resources to sign and execute a one-year farming lease directly with JKB. Both the Exclusive Right to Negotiate Agreement and the farming lease expire on December 28, 2011.

In May 2011, Environmental Resources staff was contacted by Pacific Gas & Electric Company (PG&E) regarding the easement on the Interstate 5 (I-5) Ranch property which provides the utility rights for construction, operation, and maintenance of their electric transmission lines. Specifically, the high voltage transmission lines located within the easement include 500,000 volt, 230,000 volt, and 150,000 volt lines. PG&E indicated that many of the almond trees must be trimmed in order to meet Federal and State regulations governing the clearance distance between electric lines and trees. Trimming the trees to meet these clearance regulations would render many of them permanently unproductive. Because of this, the County would qualify for PG&E's Orchard Tree Removal Incentive Program if: a) an application is received no later than December 1, 2011; b) the trees are permanently removed; and c) the property easement is modified to limit what can be re-planted in the removal area. Tree removals can be scheduled after December 31, 2011. Allowable replanting includes: row crops, vines, trees that do not get higher than 10 feet at natural maturity, and manually harvested fruit trees as long as they are maintained no higher than 15 feet. The geography of the easement would not be altered in any way.

Approval of an Agreement with Pacific Gas & Electric Company for their Orchard Tree Removal Incentive Program Regarding the Interstate 5 Ranch Adjacent to the Fink Road Landfill

The easement is 430 feet wide and traverses the entire length of the orchard. PG&E conducted an on-site assessment of the property in June 2011 and reported the following: 1) that the trees under the "belly zone" of the 500,000 volt transmission lines should be permanently removed to meet the regulatory requirements; and 2) it was recommended that the trees under the smaller transmission lines (230,000 and 150,000 volts) also be removed and would be included in the Incentive Program. The total acreage of trees that would be permanently removed from production is approximately 12.6, which would leave roughly 333 of the 345 acres of almond trees in production.

The trees within this area are located on Assessor's Parcel No. 025-012-033 as shown on Attachment B. Staff recommends entering into the Incentive Program to permanently remove the almond trees for the following reasons: 1) removing 12.6 acres of trees represents only 3.65% of the total acreage planted in almonds and does not significantly change the overall use of the property; 2) removing the trees will help minimize the County's cost to maintain the remaining 333 acres of almond trees; and 3) other revenue generating crops can be replanted in the area formerly occupied by almond trees if the County so chooses. If the Farm Lease with JKB is extended for another year, the amount of the lease payment could be adjusted to account for this removal of productive almond trees. Since the 2011 crop has already been harvested, removal of the trees will not interfere with farming operations. There is no specific deadline for removing the trees once they have been cut down, however, the stumps cannot be allowed to re-sprout.

Once PG&E receives the County's signed Orchard Tree Removal Program Agreement, the PG&E Land Department will prepare an easement modification document specific to the I-5 Ranch property. The County would sign and notarize the easement modification document and return it to PG&E for recording. PG&E will assume the cost and responsibility for cutting down the trees and will coordinate the work to be done at a time that is convenient for the County. If the lease with JKB extends beyond December 28, 2011, the tree removal work would also be scheduled for a time that is convenient to JKB. The County would then be responsible for removing the trees and stumps. Lastly, PG&E would be required to provide Stanislaus County with proof of adequate liability and/or self-insured coverage prior to work commencing.

POLICY ISSUE:

Approval of this agenda item to enter into an Agreement with Pacific Gas & Electric Company for their Orchard Tree Removal Incentive Program at the I-5 Ranch is consistent with the Board's priority of Effective Partnerships by helping to reduce the cost associated with maintaining the almond trees at the I-5 Ranch.

STAFFING IMPACTS:

There are no staffing impacts associated with this item.

Approval of an Agreement with Pacific Gas & Electric Company for their Orchard Tree Removal Incentive Program Regarding the Interstate 5 Ranch Adjacent to the Fink Road Landfill

CONTACT PERSON:

Sonya K. Harrigfeld, Director of Environmental Resources. Telephone: 209-525-6770

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

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD#

AGREEMENT

AGREEMENT
MODIFYING AN EASEMENT

(Name of first party) hereinafter called First Party, makes this agreement with PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Second Party, affecting the lands of First Party, situate in the county of _____, state of California and described as follows:

(APN Assessor's parcel number)

(Insert description of lands.)

Second Party is the owner of the following right of way and easement across First Party's said lands:

(Insert description of easement or reference to grant document.)

Second Party desires, and First Party is willing, to modify said right of way and easement as follows:

Except as provided herein, First Party shall not plant or maintain any trees of any kind whatsoever within said right of way and easement. However, First Party may, at First Party's expense, plant and maintain within said easement area any agricultural crop provided such crop will not naturally at maturity exceed the height of ten (10) feet. Additionally, First Party may, at First Party's expense, plant and maintain row crops, vines, trees that do not exceed 10 feet at maturity, or manually-harvested fruit trees provided such trees are maintained to a height not to

ATTACHMENT

A

exceed fifteen (15) feet. Second Party shall have the express right to cut down and remove any unauthorized trees, including any manually-harvested fruit trees that exceeds fifteen (15) feet in height, within the easement area and may take reasonable measures to control resprouting trees.

Except as expressly set forth herein, this agreement shall not in any way alter, modify, or terminate any provision of said right of way and easement referenced above.

This agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

NOW, THEREFORE, for good and valuable consideration paid to First Party by Second Party, the receipt of which is hereby acknowledged, the parties hereto agree that the right of way and easement referenced above shall be modified in the manner set forth herein and First Party does hereby grant to Second Party all rights necessary to effect and enforce such modification.

IN WITNESS WHEREOF the parties hereto have executed this agreement this _____ day of _____, 20_____.

First Party:

Second Party:

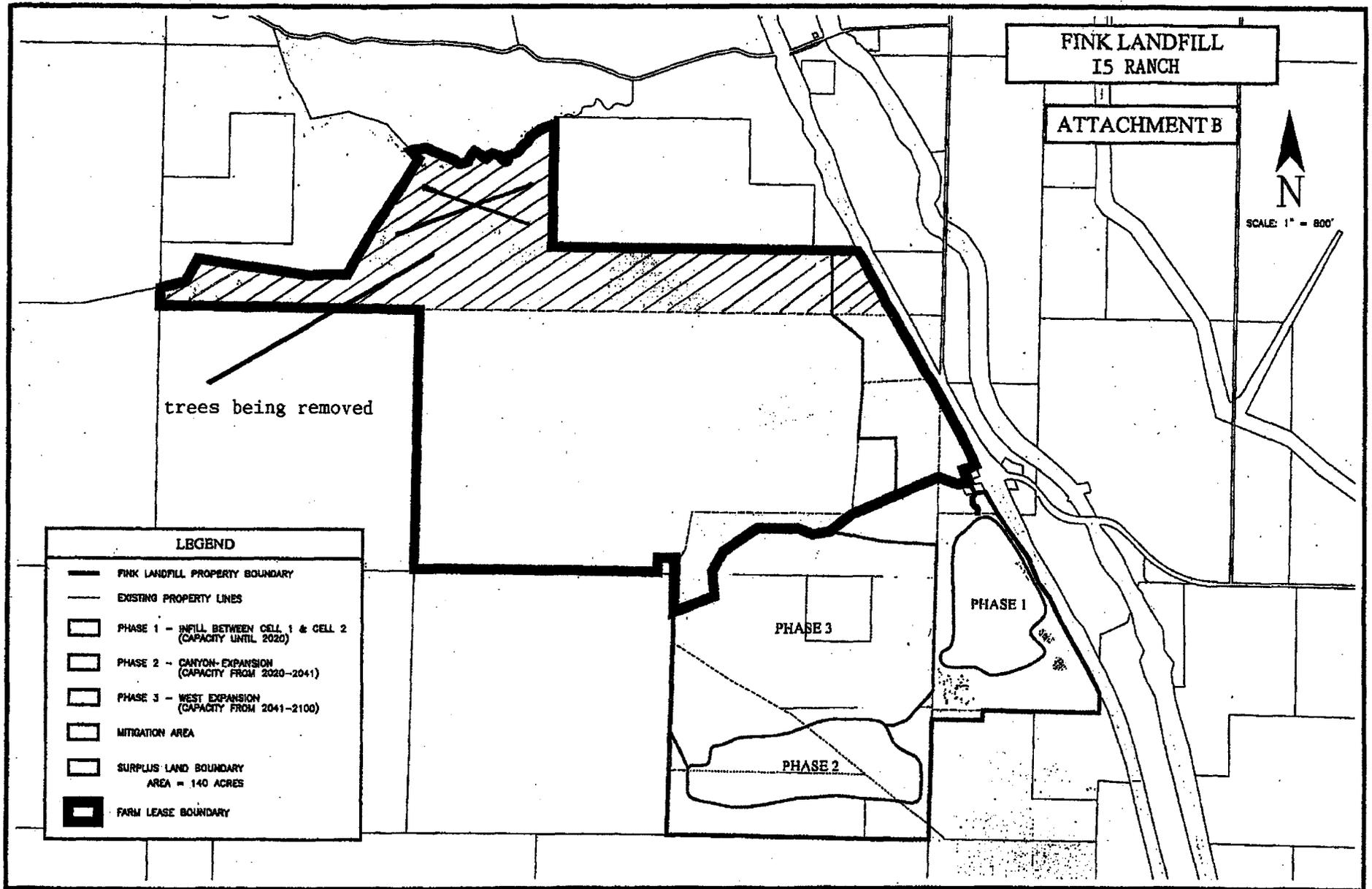
(Name of first party)

PACIFIC GAS AND ELECTRIC COMPANY

(Signature of first party)

By _____

The Area, Region or Location (operating area)
Land Service Office
Operating Department
USGS location (BASE and MERIDIAN and T, R, S, & QQ)
FERC License Number(s):
PG&E Drawing Number(s):
PLAT NO.
LD of any affected documents:
LD of any Cross-referenced documents:
TYPE OF INTEREST:
SBE Parcel Number:
(For Quitclaims, % being quitclaimed)
Order # or PM #:
JCN:
County:
Utility Notice Numbers:
851 Approval Application No. _____ Decision _____
Prepared By:
Checked By:
Revision Number:



FINK LANDFILL
I5 RANCH

ATTACHMENT B



SCALE: 1" = 800'

trees being removed

LEGEND

-  FINK LANDFILL PROPERTY BOUNDARY
-  EXISTING PROPERTY LINES
-  PHASE 1 - INFILL BETWEEN CELL 1 & CELL 2 (CAPACITY UNTIL 2020)
-  PHASE 2 - CANYON EXPANSION (CAPACITY FROM 2020-2041)
-  PHASE 3 - WEST EXPANSION (CAPACITY FROM 2041-2100)
-  MITIGATION AREA
-  SURPLUS LAND BOUNDARY AREA = 140 ACRES
-  FARM LEASE BOUNDARY

PHASE 3

PHASE 1

PHASE 2



APN 025-012-033

Incentive Payment Estimate Worksheet

Orchard Owner Name: County of Stanislaus
Phone Number: (209) 525-6770
Orchard Location: Fink Road, west of I-5
Assessor Parcel Number(s) (APN): 025-012-033 in Stanislaus County

Incentive Payment Calculation

- | | |
|---|--------------------|
| 1. Trees per acre (total orchard acreage/total trees): | 95 trees per acre |
| 2. Trees identified for removal: | 1,194 trees |
| 3. Equivalent acreage eligible for payment (line 2 / line 1): | 12.57 acres |
| 4. Per acre Appraisal Value: | \$ 14,000 per acre |
| 5. Incentive payment (line 3 x line 4): | \$ 175,980 |

Supplemental Payment Calculation

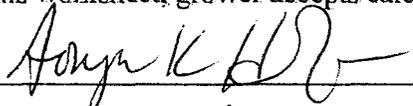
6. Payment for removal of wood, debris and clean-up (not a requirement);
- a. Stump removal is not a requirement, but stumps must not re-sprout;
 - b. Wood must not be burned beneath or in proximity to electric lines
- (line 2 x \$ 70.00): \$ 83,580

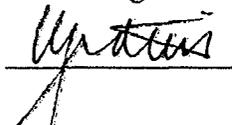
Total Payment to Orchard Owner (line 5 + line 6): \$ 259,560

Payment Schedule

7. Program payment of \$ 259,560 to be made within 45 days of receipt by PG&E of properly signed and notarized easement modification document.

By signing this worksheet, grower accepts calculations used for determining payment:

Grower:  Date: 11/9/11

PG&E Representative:  Date: 10/13/2011

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

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2206-07-0114

AGREEMENT

2011176 (06-06-106) 11 11 1
Vegetation Management Modification

EASEMENT MODIFICATION AGREEMENT

THE COUNTY OF STANISLAUS, hereinafter called First Party, makes this agreement with PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Second Party, affecting the lands of First Party, situate in the unincorporated area of the County of Stanislaus, State of California and described as follows:

(APN 025-012-033)

The portion of the west half of Section 14, Township 6 South, Range 7 East, MDM, lying southerly of the center line of Salado Creek, and the portion of the east half of Section 15, Township 6 South, Range 7 East, MDM, lying (i) southerly of the center line of Salado Creek, and (ii) easterly and southerly of the boundary line of the parcel of land described and designated (A.) in the exceptions to the parcel of conveyed by Jill Vogel and others to The County of Stanislaus by deed dated May 19, 1999 and recorded as Document Number 1999-0054738-00 in the Official Records of Stanislaus County, and therein designated PARCEL NO. 2.

Second Party is the owner of the following rights of way and easements across First Party's said lands:

- A. The rights described in the deed from Grace A. Covell to Pacific Gas and Electric Company dated March 31, 1964 and recorded in Book 1952 of Official Records at page 300, Stanislaus County Records, for the construction and reconstruction of electric transmission facilities.

- B. The rights described in the deed from Grace A. Covell to Pacific Gas and Electric Company dated December 4, 1952 and recorded in Book 1127 of Official Records at page 320, Stanislaus County Records, for the construction and reconstruction of electric transmission facilities, insofar as they affect the strip of land described and designated 1 therein.
- C. The rights described in the deed from George F. Covell and Grace A. Covell to Pacific Gas and Electric Company dated February 24, 1947 and recorded in Book 881 of Official Records at page 2, Stanislaus County Records, for the construction and reconstruction of electric transmission facilities.
- D. The rights described in the deed from Frank A. Cox and others to Sierra and San Francisco Power Company, predecessor in interest of Pacific Gas and Electric Company, dated September 18, 1925 and recorded in Book 137 of Official Records at page 246, Stanislaus County Records, for the construction and reconstruction of electric transmission facilities, insofar as said rights affect the line described and designated Part 3 therein.

Second Party desires, and First Party is willing, to modify said rights of way and easements as follows:

Except as provided herein, First Party shall not plant or maintain any trees of any kind whatsoever within the portion of the strip of land described in said deed dated March 31, 1964 indicated by the hatched areas on EXHIBIT "A" attached hereto and made a part hereof, within the portion of the strip of land designated 1 in said deed dated December 4, 1952 indicated by the hatched areas on said EXHIBIT "A", within 37.5 feet of a portion of the route described in said deed dated February 24, 1947, as indicated by the hatched areas shown on said EXHIBIT "A", and within 15.0 feet of a portion of the line designated Part 3 in said deed dated September 18, 1925, as indicated by the hatched areas shown on said EXHIBIT "A". However, First Party may, at First Party's expense, plant and maintain within said hatched areas any agricultural crop provided such crop will not naturally at maturity exceed the height of ten (10) feet. Additionally, First Party may, at First Party's expense, plant and maintain within said hatched areas, row crops, vines, trees that do not exceed ten (10) feet at maturity, or manually-harvested fruit trees provided such trees are maintained to a height not to exceed fifteen (15) feet. Second Party shall have the express right to cut down and remove any unauthorized trees, including any manually-harvested fruit tree that exceeds fifteen (15) feet in height, within said hatched areas and may take reasonable measures to control resprouting trees.

Except as expressly set forth herein, this agreement shall not in any way alter, modify, or terminate any provision of said rights of way and easements referenced above.

This agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

NOW, THEREFORE, for good and valuable consideration paid to First Party by Second Party, the receipt of which is hereby acknowledged, the parties hereto agree that the rights of way and easements referenced above shall be modified in the manner set forth herein and First Party does hereby grant to Second Party all rights necessary to effect and enforce such modifications.

IN WITNESS WHEREOF the parties hereto have executed this agreement this _____ day of _____, 20_____.

First Party:

Second Party:

THE COUNTY OF STANISLAUS

PACIFIC GAS AND ELECTRIC COMPANY

By 
Chairman B.O.S.

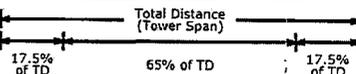
By _____

By _____

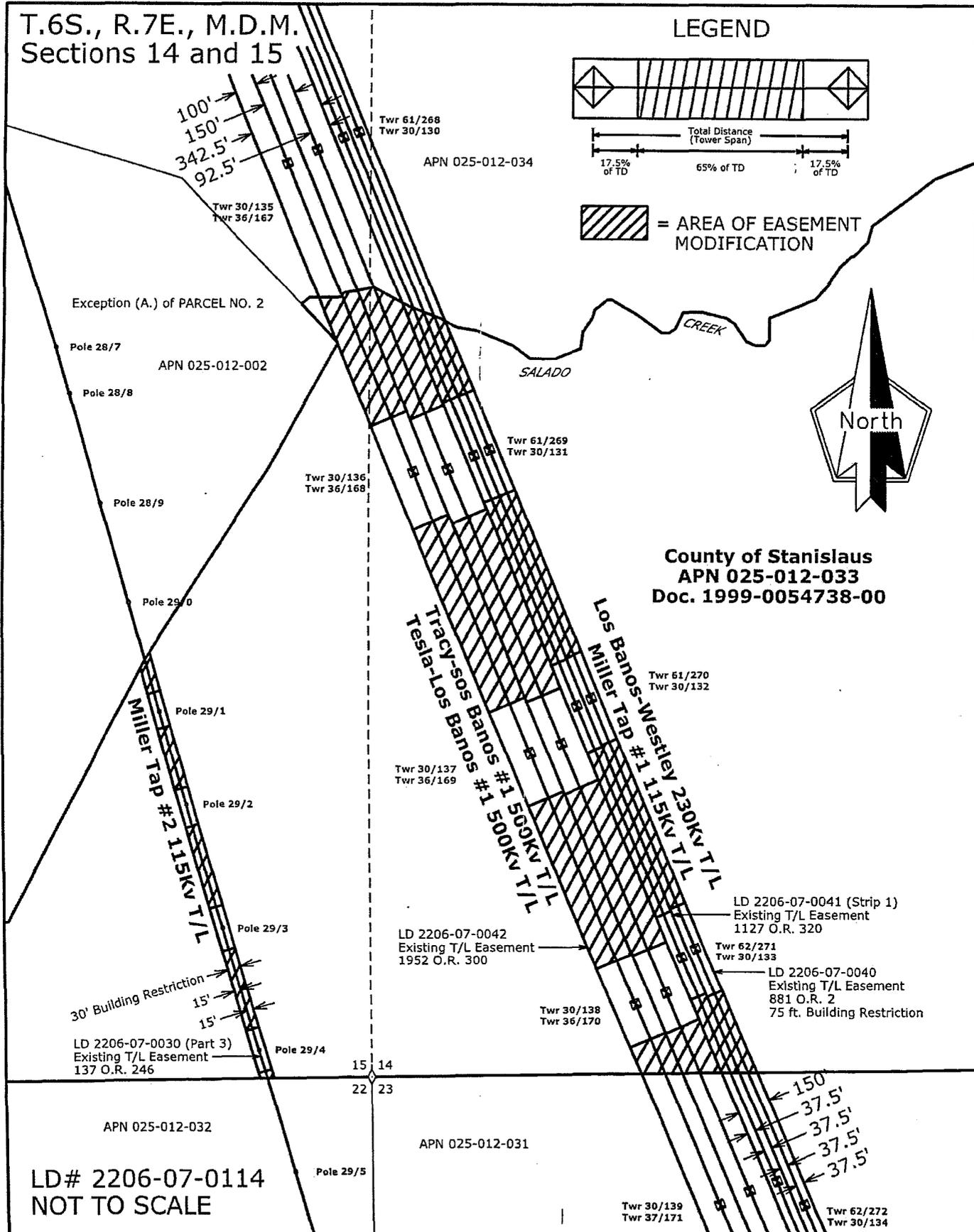
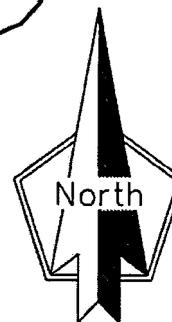
Attach to LD 2206-07-0114
Area 5, Yosemite Division
Land Service Office: San Francisco
Operating Department: Electric Transmission
T6S, R7E, MDM
Sec. 14, W2
Sec. 15, E2
FERC License Number(s): N/A
PG&E Drawing Number(s): 25557, 203427, 203428, 327662, L-9195
PLAT NO.: N/A
LD of any affected documents: 2206-07-0042, 2206-07-0041 2206-07-0040 2206-07-0030
LD of any Cross-referenced documents: N/A
TYPE OF INTEREST: 2, 3, 6, 42
SBE Parcel Number: N/A
% being quitclaimed: N/A
Order # or PM #: 8099159
JCN: 06-06-106
County: Stanislaus
Utility Notice Numbers: N/A
851 Approval Application No.: N/A
Prepared By: DQT1
Checked By: 

T.6S., R.7E., M.D.M.
Sections 14 and 15

LEGEND



= AREA OF EASEMENT MODIFICATION



LD# 2206-07-0114
NOT TO SCALE

AUTHORIZATION
8099159

BY
DR D. TRAN
CH T. PATTERSON
O.K.
DATE 11/18/11

EXHIBIT "A"
EASEMENT
MODIFICATION AREA

PACIFIC GAS AND ELECTRIC COMPANY
SAN FRANCISCO CAL.



JCN	06-06-106	
REGION		
COUNTY	Stanislaus	
PROFILE		
SHEET NO.	1	OF 1
DRAWING NUMBER	L-9195	
CHANGE		

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Stanislaus

On Dec. 9, 2011 before me, Melissa A. Parikh, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Richard Jay Monteith
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) subscribed to the within instrument and acknowledged to me that (s) he/she/they executed the same in (s) his/her/their authorized capacity(ies), and that by (s) 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 Melissa A Parikh
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Easement Modification Agreement

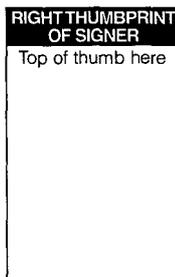
Document Date: 12/09/11 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

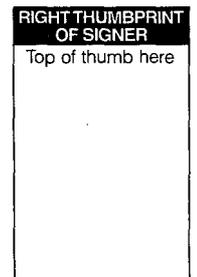
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____