

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

DEPT: Environmental Resources

BOARD AGENDA # *B-8

Urgent Routine

AGENDA DATE July 2, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Authorization for a Temporary Construction Easement to Pacific Gas & Electric to Allow Access and Use of Property on the I5 Ranch Adjacent to the Fink Road Landfill

STAFF RECOMMENDATIONS:

Authorize the Director of Environmental Resources to sign the Letter Agreement, which constitutes a Temporary Construction Easement to Pacific Gas & Electric, to allow access and use of property on the I5 Ranch adjacent to the Fink Road Landfill

FISCAL IMPACT:

There is no impact to the Fink Road Landfill Operating Fund as the result of this Agreement. Pacific Gas & Electric will compensate the tenant, JKB Development, Inc., in the amount of \$2,500 for the first twelve (12) month period. If the Agreement is extended for an additional one-year period, JKB Development, Inc. would be compensated an additional \$2,500.

BOARD ACTION AS FOLLOWS:

No. 2013-328

On motion of Supervisor Withrow, Seconded by Supervisor De Martini

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Authorization for a Temporary Construction Easement to Pacific Gas & Electric to Allow Access and Use of Property on the I5 Ranch Adjacent to the Fink Road Landfill

DISCUSSION:

The Stanislaus County Department of Environmental Resources was recently contacted by Pacific Gas & Electric (PG&E) to request a Temporary Construction Easement (TCE) on a portion of Assessor's Parcel Number 025-012-031 which is part of the I5 Ranch; property which is adjacent to and owned by the Stanislaus County Fink Road Landfill. The specific location on site is near existing PG&E power transmission/distribution lines. Use of the area is needed on a long-term temporary basis for the purpose of storing and working with construction materials and equipment, use as a conductor "pull-site" and helicopter fly site, and parking vehicles in connection with the Los Banos-to-Westley 230kV Reconductoring Project that is associated with expanding solar energy projects in the State.

PG&E estimates that access will be needed for a period of twelve (12) months from the signing of a Letter Agreement (Attachment A) which constitutes the TCE, with an optional one-year extension. There are no remaining trees in this area, which is shown on the attached map (Attachment B), therefore access is available.

On December 11, 2012, the Board of Supervisors approved a three-year Agricultural Lease for the I5 Ranch property with JKB Development, Inc. (JKB) that includes two possible one-year extensions. The Lease terms with JKB include an assignment clause that provides a mechanism for JKB to license or sublease the premises with the County's permission. During the term of the Agreement PG&E would control this portion of the property. As a result of the impact to JKB's operation, the compensation being offered by PG&E would be due to JKB.

JKB has consented to entering into the Letter Agreement with PG&E (Attachment C). If there is any damage to the property or damages to third parties as a result of PG&E occupation, JKB would be required to indemnify the County under the Agricultural Lease.

POLICY ISSUE:

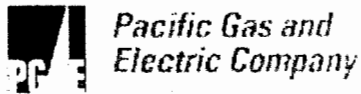
This action supports the Board's priorities of A Healthy Community, A Well Planned Infrastructure System, and Efficient Delivery of Public Services. Authorizing access and use of property is critical to supporting the Department's mission to promote a safe and healthy environment and improve the quality of life in the community through a balance of science, education, partnerships and environmental regulation.

STAFFING IMPACT:

There are no staffing impacts associated with this item at this time.

CONTACT PERSON:

Jami Aggers, Director of Environmental Resources Telephone: 209-525-6770



June 19, 2013

County of Stanislaus
Attn: Jami Aggers
Depts of Environmental Resources & Parks and Recreation
3800 Cornucopia Way #C
Modesto, CA 95358-9494

RE: Los Banos to Westley 230 kV Reconductoring Project
Letter Agreement for a Temporary License Area on your property located in
Stanislaus County, California
APN 025-012-031 (County of Stanislaus)

Dear Ms. Aggers:

Thank you for working with our firm and PG&E to approve a temporary construction easement on the parcel of land referenced above owned by the County and leased to JKB Development, Inc.

Pacific Gas and Electric Company (PG&E) requests the County's permission for its temporary use of a portion of the parcel for the purpose of storing and working with construction materials and equipment, use as a conductor pull-site and helicopter fly site, and parking vehicles in connection with its Los Banos to Westley 230 kV Reconductoring Project for a period of twelve (12) months, commencing on July 1, 2013, with an optional one year extension. JKB Development has already signed a license agreement such as this. However, under the terms of its lease from the County, the County's consent to this license is requested.

The area proposed for PG&E's use (the "License Area") is identified in the attached drawing.

This letter ("Letter Agreement") sets forth the terms and conditions of PG&E's offer regarding the use of the property, and when countersigned and returned by PG&E, shall serve to memorialize the agreement with respect to the County's consent to JKB's grant to PG&E of a temporary license.

During the term of this Letter Agreement, PG&E shall have the exclusive right to use the License Area, along with the non-exclusive right of ingress and egress thereto. PG&E shall have the further right to erect and maintain temporary fencing and gates with a locking device to enclose the License Area, and shall remove such fencing and gates at the end of the term of this Letter Agreement. The license granted hereunder will be irrevocable during the term of this Letter Agreement, except in the case of a material breach of the terms of this agreement.

PG&E shall pay JKB Development, Inc. Twenty Five Hundred Dollars (\$2,500) for the first year of use. If needed, PG&E will be entitled to exercise an option for an additional one year and, upon notification, an additional Twenty Five Hundred Dollars (\$2,500) will be paid as compensation for the extension, due and payable within thirty (30) days of the notification of

ATTACHMENT

A

County of Stanislaus
Attn: Jami Aggers
June 19, 2013
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PG&E's exercise of this option. Additionally, PG&E will pay to the owner or tenant damages to crops, irrigation systems, or other improvements resulting from the Los Banos to Westley 230 kV Reconductoring Project. Fenced properties will remain stock-tight during and upon conclusion of the County's entry onto the property.

In the event that PG&E elects to gravel the proposed License Area and/or access road(s), PG&E agrees to remove, unless otherwise agreed, all gravel used to improve the License Area and access roads.

In exercising the rights granted under this Letter Agreement, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use of the County's property. PG&E agrees to indemnify and hold the County harmless against any losses, costs, damages, expenses or liabilities connected with or resulting from the injury to or death of any person, or damage to or loss or destruction of any property arising out of PG&E's negligent acts or omissions under this Letter Agreement.

If the terms and conditions of this Letter Agreement are acceptable, please acknowledge the County's agreement by signing and returning this letter to Hamner, Jewell & Associates at 330 James Way, Suite 150, Pismo Beach, CA 93499, or by email. A fully-executed copy of the Letter Agreement will be provided to you for your records.

This Agreement shall not alter or in any way modify PG&E's existing easement(s).

A copy of this Agreement, including an electronic copy, shall serve as an original for all purposes.

If you have any questions regarding this Letter Agreement, please contact me at (866) 585-1330.

Sincerely,

Cathy Springford


Cathy Springford
Right of Way Agent/Project Manager
Hamner, Jewell & Associates
Subcontractor to Pacific Gas and Electric Company

Encl.: Drawing showing proposed "license area"

County of Stanislaus
Attn: Jami Aggers
June 19, 2013
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I/we hereby accept the foregoing terms and conditions of this Letter Agreement, and acknowledge that I/we am/are duly authorized to execute this Letter Agreement.


COUNTY OF STANISLAUS

By: 
Printed Name: Jami Aggers, Director
Title: Dept. of Environmental Resources
Date: 7/2/13

Special Access Instructions

Designated Contact Person: Jami Aggers
Contact Phone Number(s): 209-525-6770
Contact E-mail Address: jagers@envres.org
Special Access Instructions:

PACIFIC GAS AND ELECTRIC COMPANY

By: 
Printed Name: Richard Echols
Title: Supervisor, Land Acquisition
Date: 7/24/13

Quinto Solar PV Project
LOS BANOS-WESTLEY 230KV



ATTACHMENT
B

County of Stanislaus
APN 025-012-031

May 23, 2013

Via Email to: bob@jkbenergy.com

JKB Development, Inc.
Attn.: Bob Hansen

RE: Los Banos to Westley 230 kV Reconductoring Project
Letter Agreement for a Temporary License Area on your leasehold property located in Stanislaus County, California
APN 025-012-031 (County of Stanislaus)

Dear Bob:

Thank you for discussing PG&E's needs for a license area on the property JKB Development leases from the County of Stanislaus.

Pacific Gas and Electric Company (PG&E) requests your permission as tenant for its temporary use of a portion of the parcel for the purpose of storing construction materials and equipment, use as a conductor pull-site and helicopter fly site, and parking vehicles in connection with its Los Banos to Westley 230 kV Reconductoring Project for a period of twelve (12) months, commencing on June 1, 2013, with an optional one year extension. As we discussed, Jami Aggers, Director of the Depts. of Environmental Resources & Parks and Recreation for the County, will be sending you an email confirming that the County approves JKB Development's granting of this request for license.

The area proposed for PG&E's use (the "License Area") is identified in the attached drawing

This letter ("Letter Agreement") sets forth the terms and conditions of PG&E's offer regarding the use of the property, and when countersigned and returned by PG&E, shall serve to memorialize the agreement with respect to your grant to PG&E of a temporary license.

During the term of this Letter Agreement, PG&E shall have the exclusive right to use the License Area, along with the non-exclusive right of ingress and egress thereto. PG&E shall have the further right to erect and maintain temporary fencing and gates with a locking device to enclose the License Area, and shall remove such fencing and gates at the end of the term of this Letter Agreement. The license granted hereunder will be irrevocable during the term of this Letter Agreement, except in the case of a material breach of the terms of this agreement.

PG&E shall pay JKB Development Twenty Five Hundred Dollars (\$2,500) for the first year of use. If needed, PG&E will be entitled to exercise an option for an additional one year and, upon notification, an additional Twenty Five Hundred Dollars (\$2,500) will be paid as compensation for the extension, due and payable within thirty (30) days of the notification of PG&E's exercise of this option. Additionally, PG&E will pay to the owner or tenant damages to crops, irrigation systems, or other improvements resulting from the Los Banos to Westley 230 kV

ATTACHMENT ^C

JKB Development, Inc.
Attn: Bob Hansen
May 23, 2013
Page 2 of 3

Reconductoring Project. Fenced properties will remain stock-tight during and upon conclusion of PG&E's entry onto the property.

In the event that PG&E elects to gravel the proposed License Area and/or access road(s), PG&E agrees to remove, unless otherwise agreed, all gravel used to improve the License Area and access roads.

In exercising the rights granted under this Letter Agreement, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use of the property. PG&E agrees to indemnify and hold JKB Development harmless against any losses, costs, damages, expenses or liabilities connected with or resulting from the injury to or death of any person, or damage to or loss or destruction of any property arising out of PG&E's negligent acts or omissions under this Letter Agreement.

If the terms and conditions of this Letter Agreement are acceptable, please acknowledge JKB Development's agreement by signing and returning this letter, along with the completed W-9 form (for our use in setting up the account for payment) to Hamner, Jewell & Associates at 330 James Way, Suite 150, Pismo Beach, CA 93499. A fully-executed copy of this Letter Agreement will be provided to you for your records.

This Agreement shall not alter or in any way modify PG&E's existing easement(s).

A copy of this Agreement, including an electronic copy, shall serve as an original for all purposes.

If you have any questions regarding this Letter Agreement, please contact me at (866) 585-1330.

Sincerely,

Cathy Springford
Senior Right of Way Associate/Project Manager
Hamner, Jewell & Associates
Subcontractor to Pacific Gas and Electric Company

Encl.: Drawing showing proposed "license area"
W-9 Form

JKB Development, Inc.
Attn: Bob Hansen
May 23, 2013
Page 3 of 3

JKB Development, Inc. hereby accepts the foregoing terms and conditions of this Letter Agreement, and acknowledges that it is duly authorized to execute this Letter Agreement:

JKB DEVELOPMENT, INC.

By: [Signature]
Printed Name: Robert Hansen
Title: Vice President / General Mgr.
Date: 5/31/13

Special Access Instructions

Designated Contact Person: Robert Hansen
Contact Phone Number(s): 209-486-1624
Contact E-mail Address: bob@jkbenergy.com
Special Access Instructions:

PACIFIC GAS AND ELECTRIC COMPANY

By: _____
Printed Name: _____
Title: _____
Date: _____