



Council Agenda Report

To: Mayor Pierson and the Honorable Members of the City Council

Prepared by: Robert DuBoux, Public Works Director/City Engineer

Approved by: Reva Feldman, City Manager

Date prepared: January 25, 2021

Meeting date: February 8, 2021

Subject: Utility Easement Acceptance

RECOMMENDED ACTION: 1) Adopt Resolution No. 21-01 authorizing the granting of utility easements to Southern California Gas Company and Southern California Edison Company (SCE) and finding the same exempt from the California Environmental Quality Act; and 2) Direct staff to record a certified copy of the resolution and easement in the Office of the County Recorder.

FISCAL IMPACT: There is no fiscal impact associated with the recommended action.

WORK PLAN: This item was not included in the Adopted Work Plan for Fiscal Year 2020-2021. However, this item is part of the normal operations in the Public Works Department under Land Development.

DISCUSSION: On January 21, 2020, the Planning Commission approved an amended Coastal Development Permit (CDPA 17-009) for the property located at 23465 Civic Center Way, also known as the La Paz Development. As a condition of the development, the applicant was required dedicate a parcel to the City and pay the City \$500,000. The City's parcel is located at the north portion of the development and has a strip of land on the west side of the development that connects to Civic Center Way.

On February 12, 2020, the City entered into an access, utility and construction easement agreement approved by the City Council between the City and the La Paz Development. The agreement grants an easement along the western portion of the City's parcel to provide a shared vehicular access road, described as La Paz Lane, as well as a pedestrian path and landscaping running past the La Paz Development to the City's parcel.

On January 11, 2021, the Council discussed the granting of utility easements a cost-benefit analysis on granting utility easements to the Malibu Development Company; and information on whether the City has the legal ability to negotiate additional benefits in exchange for granting the utility easements.

The easement grants the La Paz Development the ability to place street improvements, utilities, and drainage infrastructure improvements. The easement agreement includes obligations on the La Paz Development to construct street improvements, including the proposed utilities. The proposed utilities include domestic water, recycled water, wastewater, storm drain facilities, electrical and communication, and natural gas. These utilities will serve both the City's parcel and for the La Paz Development. The agreement also requires the La Paz development to assume maintenance and liability responsibilities for La Paz Lane

The costs for the proposed utilities within the easement are estimated to be \$500,000. The La Paz Development has already installed the domestic water, recycled water, wastewater and storm drain facilities within the easement. The only remaining utilities include natural gas and electrical service. These utilities need to be installed so that the construction of La Paz Lane can be completed.

SoCal Gas and SCE have indicated that they require a separate dedicated easement in order for gas and electric service to be run down La Paz Lane as proposed, and the easements will be needed in order to reach the City's parcel whether the utilities are installed now or at a later date. It is estimated that these utilities will be approximately \$200,000. If the City was to place these utilities in the future, the costs would be approximately \$100,000 plus the cost to repair La Paz Lane. Approving these utility easements now will provide a substantial cost savings to the City.

Staff recommends the Council adopt Resolution No. 21-01 granting utility easements to SoCal Gas and SCE.

ATTACHMENTS: Resolution No. 21-01

RESOLUTION NO. 21-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU AUTHORIZING THE GRANTING OF UTILITY EASEMENTS TO SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN CALIFORNIA EDISON COMPANY AND FINDING THE SAME EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council of the City of Malibu does hereby find, order and resolve as follows:

SECTION 1. Recitals.

A. On January 21, 2020, the Planning Commission approved Coastal Development Permit Amendment (CDPA 17-009) for the property located at 23465 Civic Center Way to the Malibu Development Company.

B. As part of CDPA 17-009, the property owner was required to dedicate a parcel to the City (Parcel C), which has now been accepted by the City.

C. In order to supply natural gas and electrical service to the City's parcel and the adjoining parcels, dedicated utility easements are needed on the City's parcel.

SECTION 2. The City Council hereby approves and authorizes the granting of a utility easement to Southern California Edison Company as described and depicted in Attachments 1 (Easement) and 3 (Plat Map showing the precise location for the easement).

SECTION 3. The City Council hereby approves and authorizes the granting of a utility easement to Southern California Gas Company as described and depicted in Attachments 2 (Easement) and 4 (Plat Map showing the precise location for the easement).

SECTION 4. The City Manager is authorized on behalf of the City to execute any and all documents necessary to consummate the granting of the easements.

SECTION 5. Environmental Review.

Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) the City Council has analyzed the dedication of the easements. The City Council has found that the acceptance of the Dedication of Roadway Easement is exempt from the provisions of CEQA pursuant to State CEQA Guidelines section 15061(b)(3) as there is no possibility the act of accepting these roadway easements may have a significant effect on the environment. The La Paz project and dedication of Parcel C to the City was analyzed in a certified EIR and this action does not change that approved and vested development right in any manner. Finally, and alternatively, the acceptance of the Dedication of Roadway Easements is exempt from CEQA pursuant to State CEQA Guidelines section 15305 (minor alterations to land use limitations).

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 8th day of February 2021.

MIKKE PIERSON, Mayor

ATTEST:

HEATHER GLASER, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

JOHN COTTI, Interim City Attorney

ATTACHMENT 1

 <p>RECORDING REQUESTED BY SOUTHERN CALIFORNIA EDISON An EDISON INTERNATIONAL Company</p>
<p>WHEN RECORDED MAIL TO SOUTHERN CALIFORNIA EDISON COMPANY 2 Innovation Way, 2ND Floor Pomona, CA 91768 Attn: Title and Real Estate Services</p>

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.
**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE VALUE AND CONSIDERATION LESS THAN \$100.00		DISTRICT Thousand Oaks	SERVICE ORDER TD1388997	SERIAL NO.	MAP SIZE
SCE Company FIRM NAME		FIM 63-47D-5 APN 4458-022-908	APPROVED: VEGETATION & LAND MANAGEMENT/LAW DEPARTMENT (M.A.R. / S.L.H)	BY SLS/VW	DATE 12/15/2020
SIG. OF DECLARANT OR AGENT DETERMINING TAX					

THE CITY OF MALIBU, a municipal corporation, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), a non-exclusive easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment, in each case, necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Los Angeles, State of California, described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B", BOTH ATTACHED HERETO AND MADE A PART HEREOF.

The easements and rights herein granted to Grantee shall be for the sole and exclusive purpose of constructing and operating the above-described systems for the benefit of the real property burdened by these easements.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building on the easement areas. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have reasonable access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in exercising such rights including, but not limited to, making any excavation on said property of the Grantor, the Grantee shall reasonably cooperate and coordinate with Grantor to do all work in a safe manner, and at times (and in a manner) that minimize interference with the Grantor's operations, and shall do all the excavation in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

To the extent that Grantee, in the exercise of its discretion, determines that this easement is no longer needed, then upon written request, Grantee shall execute a quitclaim deed on a mutually acceptable form at no cost to Grantor.

EXECUTED this ____ day of _____, 20 ____.

GRANTOR

THE CITY OF MALIBU, a municipal corporation

Signature

Print Name

Title

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, _____, a Notary Public, 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 _____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

VARIOUS STRIPS OF LAND LOCATED WITHIN THE PARCEL DESCRIBED IN THE GRANT DEED TO THE CITY OF MALIBU RECORDED AS INSTRUMENT NO. 20200172971, OFFICIAL RECORDS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND LYING WITHIN THE RANCHO TOPANGA MALIBU SEQUIT, AS CONFIRMED TO MATTHEW KELLER BY PATENT RECORDED IN BOOK 1, PAGE 407, ET SEQ. OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID STRIPS OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STRIP NO. 1 (10.00 FEET WIDE) THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN THE GRANT DEED TO THE CITY OF MALIBU RECORDED AS INSTRUMENT NO. 20200172971, O.R.; THENCE ALONG THE WEST LINE OF SAID PARCEL, NORTH 21°36'25" WEST 12.61 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 75°41'35" EAST 2.19 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 12.00 FEET; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 97°18'00" AN ARC DISTANCE OF 20.38 FEET; THENCE NORTH 21°36'25" WEST 192.83 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUE NORTH 21°36'25" WEST 178.35 FEET; THENCE NORTH 19°41'00" WEST 324.38 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE CONTINUE NORTH 19°41'00" WEST 87.11 FEET TO THE END OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINTS AND TO EXTEND TO THE WEST LINE OF SAID PARCEL DESCRIBED IN THE GRANT DEED TO THE CITY OF MALIBU RECORDED AS INSTRUMENT NO. 20200172971, O.R.

STRIP NO. 2 (6.00 FEET WIDE) THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A" WHICH IS LOCATED AT THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 12.00 FEET, WITH A RADIAL LINE TO SAID POINT BEARING SOUTH 68°23'35" WEST; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°40'44" AN ARC DISTANCE OF 18.57 FEET; THENCE NORTH 69°42'51" EAST 7.58 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID PARCEL DESCRIBED IN THE GRANT DEED TO THE CITY OF MALIBU RECORDED AS INSTRUMENT NO. 20200172971, O.R. AND THE END OF SAID CENTERLINE.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP NO. 1 DESCRIBED HEREIN ABOVE.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO EXTEND TO THE EAST LINE OF SAID PARCEL DESCRIBED IN THE GRANT DEED TO THE CITY OF MALIBU RECORDED AS INSTRUMENT NO. 20200172971, O.R.

STRIP NO. 3 (10.00 FEET WIDE) THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "B" WHICH IS LOCATED AT THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 12.00 FEET, WITH A RADIAL LINE TO SAID POINT BEARING SOUTH 70°19'00" WEST; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°36'50" AN ARC DISTANCE OF 8.93 FEET; THENCE NORTH 22°55'50" EAST 56.32 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 12.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°41'34" AN ARC DISTANCE OF 5.59 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID PARCEL DESCRIBED IN THE GRANT DEED TO THE CITY OF MALIBU RECORDED AS INSTRUMENT NO. 20200172971, O.R. AND THE END OF SAID CENTERLINE.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP NO. 1 DESCRIBED HEREIN ABOVE.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO EXTEND TO THE EAST LINE OF SAID PARCEL DESCRIBED IN THE GRANT DEED TO THE CITY OF MALIBU RECORDED AS INSTRUMENT NO. 20200172971, O.R.

Chris Nelson

CHRIS NELSON, PLS 6385
DATED: 12/10/2020

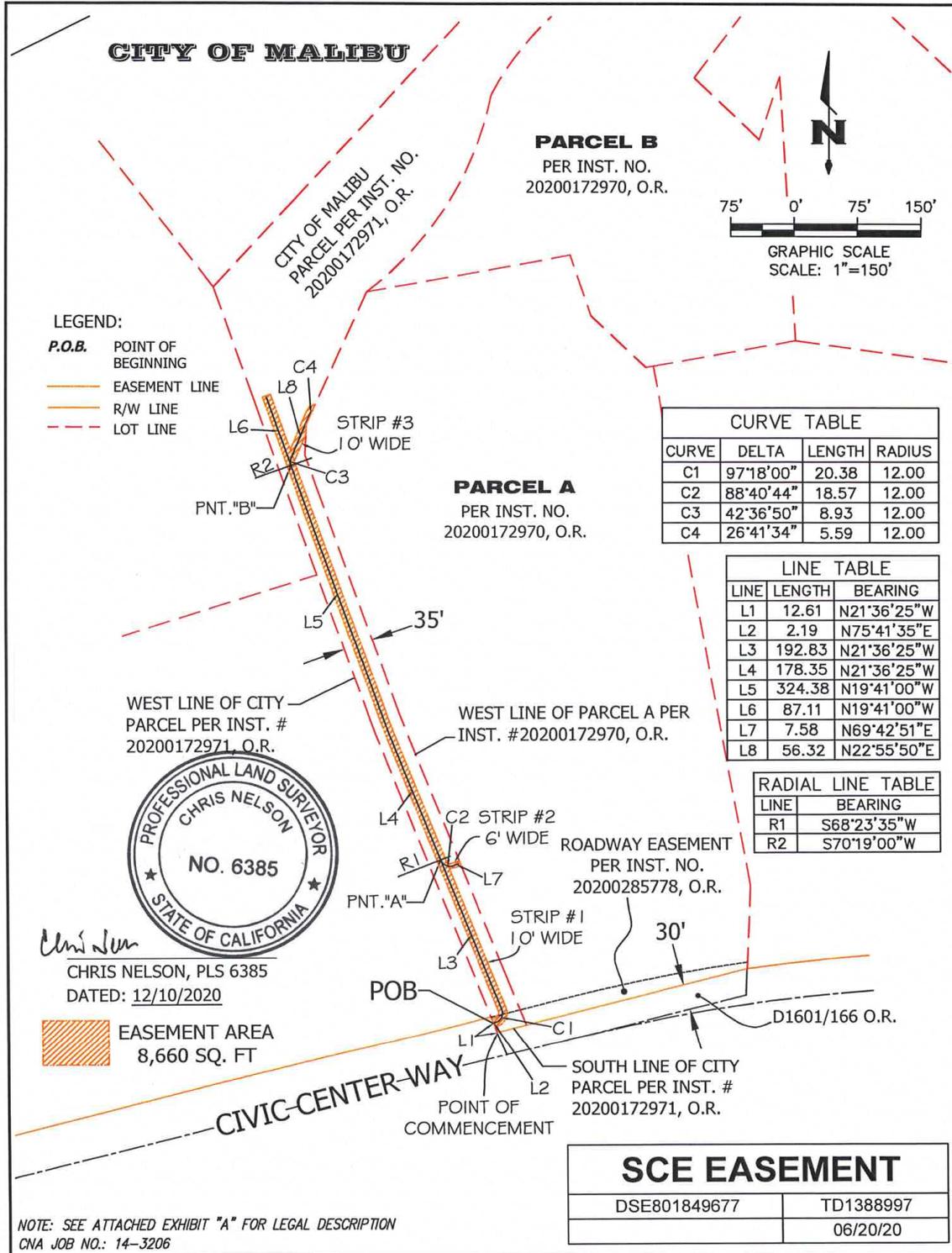


SCE EASEMENT

DSE801849677	TD1388997
	06/20/20

NOTE: SEE ATTACHED EXHIBIT "B" FOR SKETCH
CNA JOB NO.: 14-3206

EXHIBIT "B"



ATTACHMENT 2

Recording Requested by and
when recorded mail to:

Southern California Gas Company
8101 Rosemead Blvd., ML SC722K
Pico Rivera, California 90660-5100
Attn.: Land & Right of Way

DOCUMENTARY TRANSFER TAX \$0 CONVEYANCE OF EASEMENT (OIL AND GAS LEASE) AND CONSIDERATION & VALUE IS LESS THAN \$100. R&T 11911.

**Leak
Survey**

Area: LA 3242 4

APN: 4458-022-908

CPD#: 30206394

_____ Computed on full value of property conveyed

_____ Computed on full value less liens and encumbrances
remaining at time of sale

DISTRIBUTION R.W. 269158 _____ **Southern California Gas Company**

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, The City of Malibu, a municipal corporation, (“Grantor”), hereby grants to Southern California Gas Company, a California corporation, its successors and assigns (“Grantee”): A variable width permanent non-exclusive easement (“Easement”) to excavate for, lay, construct, reconstruct, relocate, reconfigure, use, inspect, maintain, operate, repair, replace, patrol, change the size of, add to, or remove from time to time, as Grantee deems necessary, one or more pipelines and conduits, together with devices for metering, measuring, regulating, cathodic protection, communications and other appurtenances (all hereinafter referred to as the "Facilities") for the transportation and distribution of natural gas and communications as Grantee deems necessary, convenient or beneficial over, under, through, along, and for all other purposes connected therewith, and together with the reasonable right of ingress and egress to and from the Easement to access the Facilities and the right to use Grantor’s abutting property during construction and maintenance of the Facilities, the strip of land located in the **City of Malibu** in the **County of Los Angeles**, California, described in Exhibit “A” and depicted in Exhibit “B” attached hereto, and made a part of this agreement.

Grantor, for its heirs, successors and assigns, agrees that, except as provided below, no change of grade of the Easement shall be made, that it shall not be inundated, that it shall be kept free of trees, deep-rooted shrubs, buildings and structures of all kinds (except for Grantee's Facilities), that nothing shall be done to impair Grantee's vehicular access to or along the Easement, and that nothing shall be done that unreasonably interferes with Grantee's use of the Easement.

Grantee shall have the right, but not the duty, to trim or remove trees, brush, roots or material from the Easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees, brush or material to prevent danger or hazard to property or persons.

R.W. 269158

Grantor reserves the right to (1) use any surface or subsurface areas, provided such use does not unreasonably or substantially interfere with Grantee's use of the Easement; (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 making any such improvements involving a change of grade, Grantor and its heirs, successors and assigns, shall notify the Grantee in advance and comply with underground service alert notification requirements pursuant to Government Code Sections 4216 and following.

This Easement shall be binding upon and inure to the benefit of successors, heirs, and assigns of Grantor and Grantee.

LEGAL DESCRIPTION

THAT PORTION OF THE RANCHO TOPANGA MALIBU SEQUIT, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS CONFIRMED TO MATTHEW KELLER BY PATENT RECORDED IN BOOK 1, PAGE 407, ET SEQ. OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER, DESCRIBED AS FOLLOWS:

A STRIP OF LAND FOR A NON-EXCLUSIVE EASEMENT RESTRICTED TO SUBSURFACE LOCATIONS 10 FEET IN WIDTH, LYING 5.00 FEET EACH SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF MALIBU, RECORDED AS INSTRUMENT NO. 20200172971 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE WEST LINE OF SAID LAND OF THE CITY OF MALIBU, SOUTH 19°41'00" EAST A DISTANCE OF 143.62 FEET; THENCE LEAVING SAID WEST LINE, NORTH 70°19'00" EAST A DISTANCE OF 20.00 FEET TO THE TRUE **POINT OF BEGINNING**; THENCE ALONG A LINE PARALLEL WITH AND 20.00 FEET EASTERLY, RIGHT ANGLE MEASUREMENT, OF SAID WEST LINE OF THE LAND OF THE CITY OF MALIBU,

1) SOUTH 19°41'00" EAST, A DISTANCE OF 120.22 FEET TO POINT "A" OF SAID CENTERLINE; THENCE CONTINUE ALONG SAID PARALLEL LINE ,

2) SOUTH 19°41'00" EAST, A DISTANCE OF 290.82 FEET TO AN ANGLE POINT; THENCE ALONG A LINE PARALLEL WITH AND 20.00 FEET EASTERLY, RIGHT ANGLE MEASUREMENT, OF SAID WEST LINE OF THE LAND OF THE CITY OF MALIBU,

3) SOUTH 21°36'25" EAST, A DISTANCE OF 397.89 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID LAND DESCRIBED IN THE DEED TO THE CITY OF MALIBU AND THE **TERMINATION** OF THE HEREIN DESCRIBED CENTERLINE.

TOGETHER WITH A STRIP OF LAND FOR A NON-EXCLUSIVE EASEMENT RESTRICTED TO SUBSURFACE LOCATIONS 5 FEET IN WIDTH, LYING 2.50 FEET EACH SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE,

1) NORTH 69°49'32" EAST, A DISTANCE OF 15.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF LANDS DESCRIBED IN THE DEED TO MALIBU DEVELOPMENT CO., LLC, RECORDED AS INSTRUMENT NO. 20200172970, O.R., AND THE **TERMINATION** OF THE HEREIN DESCRIBED CENTERLINE.

THE SIDELINES OF SAID STRIPS TO BE SHORTENED OR EXTENDED TO THE SOUTH LINE OF THE CITY PARCEL AND THE WEST LINE OF THE MALIBU DEVELOPMENT CO., LLC, PARCEL.



Chris Nelson
CHRIS NELSON, PLS 6385

DATED: 11/30/2020
CNA JOB NO.: 14-3206

NOTE: SEE ATTACHED EXHIBIT "B" FOR SKETCH OF DESCRIPTION

EXHIBIT "A"	SCALE:
SOUTHERN CALIFORNIA GAS COMPANY	DATE:
LEGAL DESCRIPTION OF EASEMENT	PREPARED BY:
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA	REVIEWED BY:
APPROVED BY: _____	REV.:
	FILE:

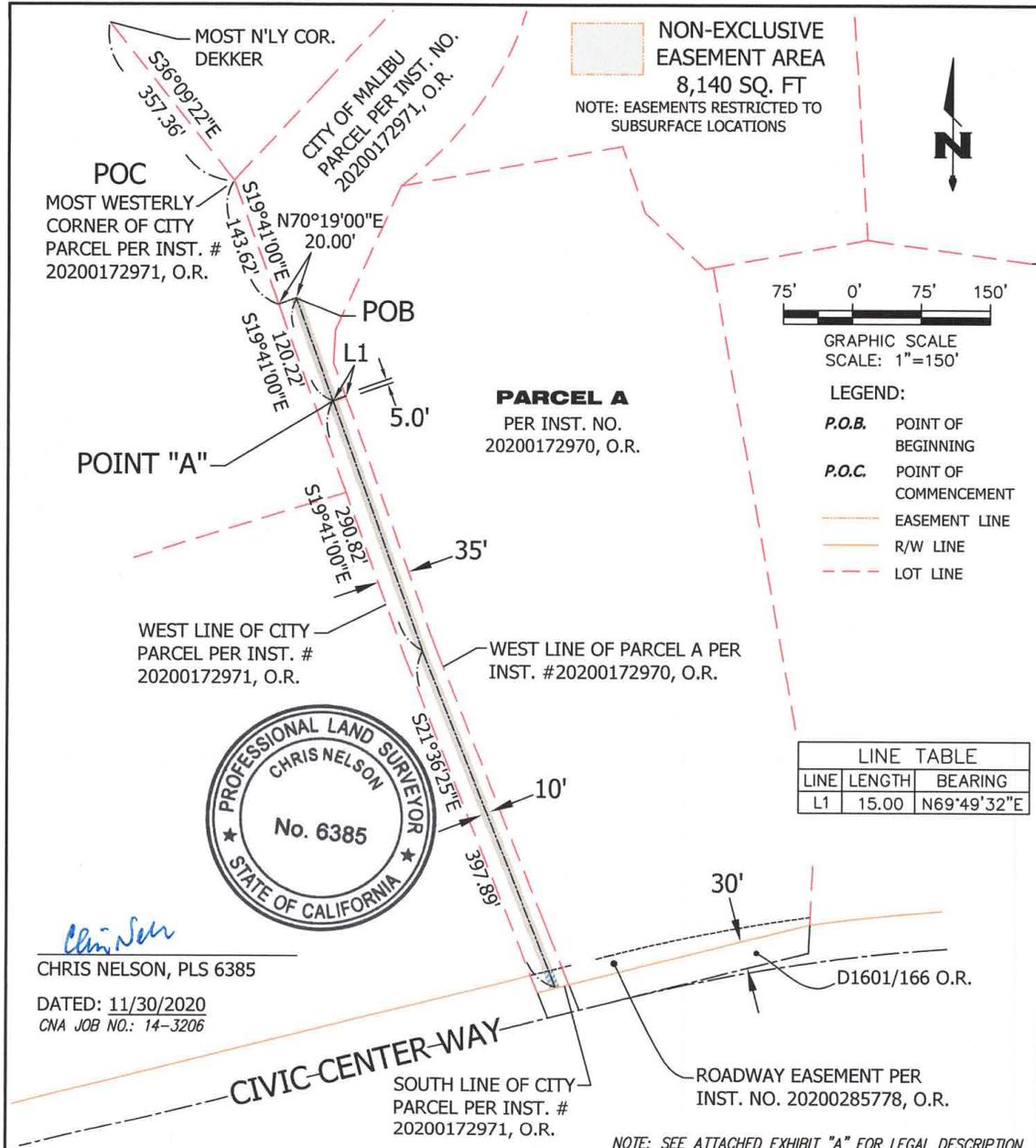
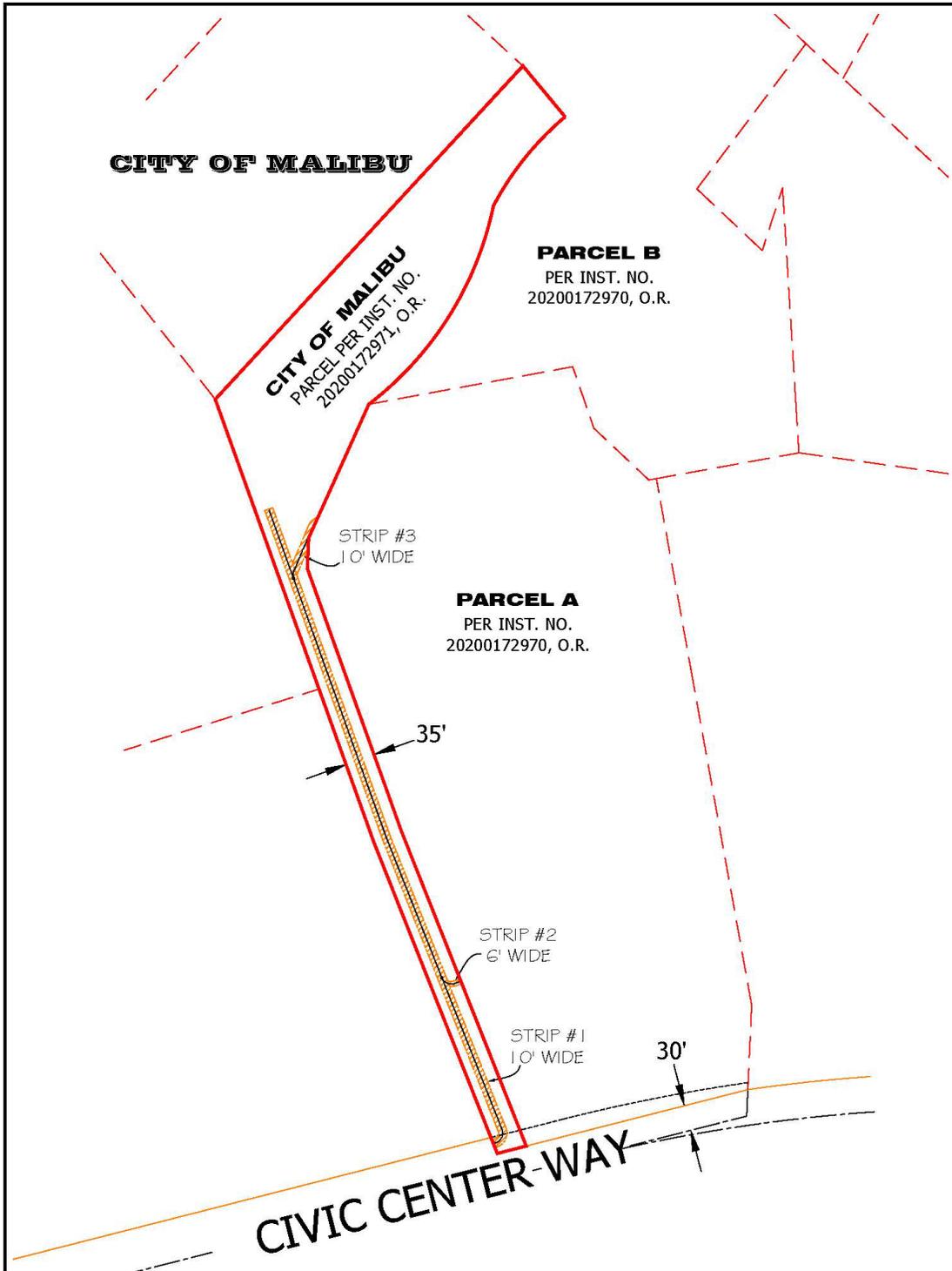


EXHIBIT "B" SOUTHERN CALIFORNIA GAS COMPANY MAP TO ACCOMPANY LEGAL DESCRIPTION COUNTY OF LOS ANGELES, STATE OF CALIFORNIA APPROVED BY: _____	SCALE: 1" = 150'
	DATE:
	PREPARED BY:
	REVIEWED BY:
	REV.:
	FILE:

ATTACHMENT 3

SCE Easement Exhibit



ATTACHMENT 4

SoCalGas Easement

