



# RESOLUTION NO. 21-093

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION AUTHORIZING CHAIR OF THE BOARD OF SUPERVISORS TO SIGN LD# 2116-08-10045 EASEMENT DEED ALLOWING PACIFIC GAS AND ELECTRIC EASEMENT RIGHTS ON A CERTAIN PORTION OF LAND LOCATED AT 936 OLD TUNNEL ROAD, GRASS VALLEY, CA 95945 (APN 035-400-054) AS IT RELATES TO THE MAINTENANCE OF ELECTRIC POWER TO THE PROPERTY

WHEREAS, the Nevada County ("County" or "Grantor") Board of Supervisors has established homelessness and affordable housing as a legislative priority A; and

WHEREAS, the County is the owner of a 5.0+ acre parcel of real property located at 936 Old Tunnel Rd., Grass Valley, CA 95945, APN 035-400-054 ("Property"); and

WHEREAS, the County is retaining ownership of the Property with the intent to utilize a portion of it for the development of the proposed Brunswick Commons 41-unit affordable housing project for homeless persons and persons with psychiatric disabilities who are homeless, or at risk of homelessness, and their families to achieve permanent supportive housing and self-sufficiency by promoting the integration of affordable housing and appropriate supportive services ("Project"); and

WHEREAS, on June 25, 2019, per Resolution 19-358, the Nevada County Board of Supervisors approved that certain exclusive Option to Ground Lease Agreement by and between the County of Nevada, and jointly the Regional Housing Authority ("RHA") and Pacific West Communities ("PWC") in order to apply for said funding and perform pre-development activities related to the Project; and

WHEREAS, in order to act as both borrower and operator of the Project, RHA and PWC created the Grass Valley PSH Associates, a California Limited Partnership ("PSH"), of which they will remain the two partners; and

WHEREAS, in order to continue development of the project, Pacific Gas and Electric ("Grantee") requires the establishment of an easement deed to complete certain necessary works related to the delivery of electric power to the project and ongoing work related to the maintenance of the electric power transmission lines and other equipment

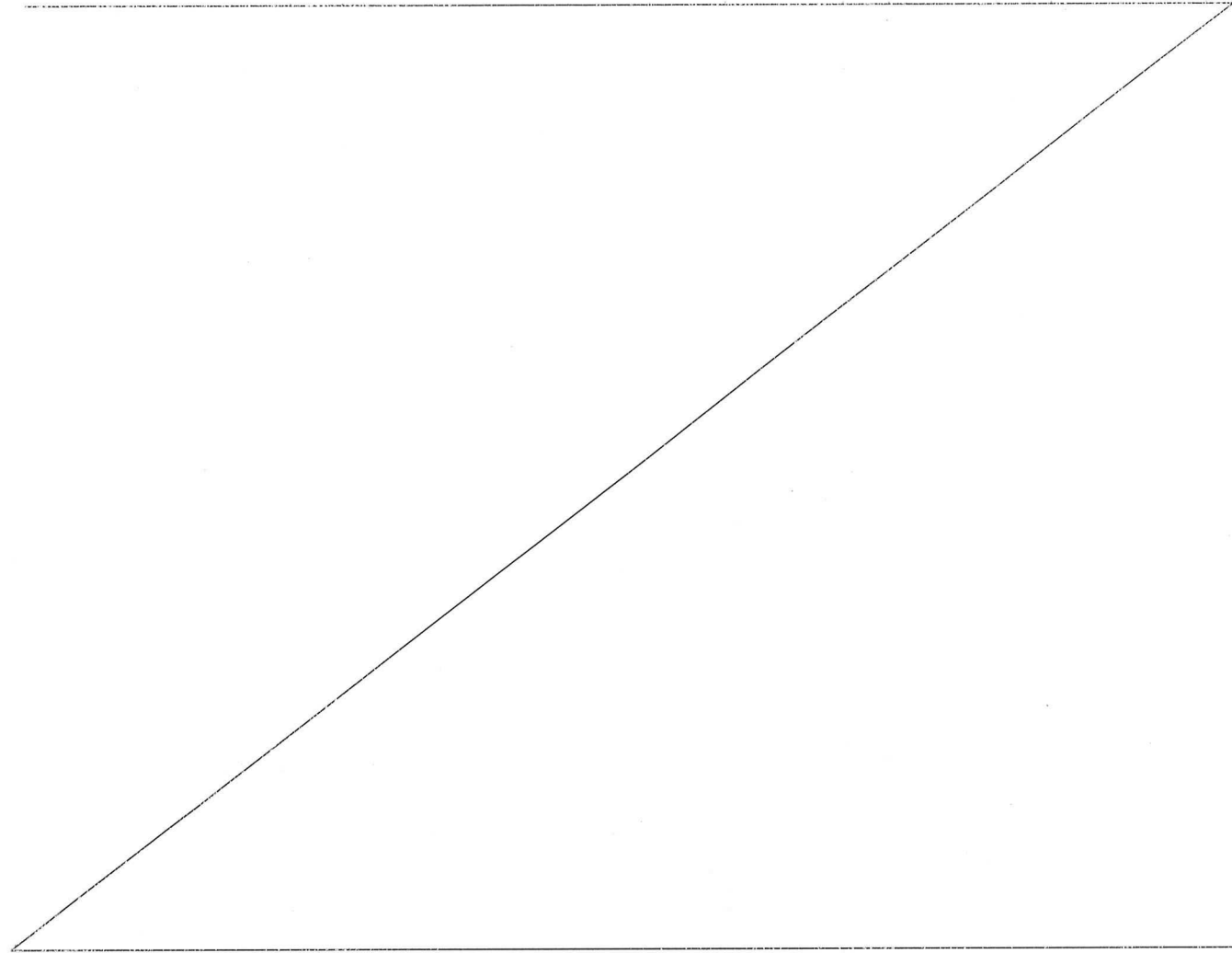
NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Nevada, State of California, authorizes the Board Chair to sign LD#2116-08-10045 Easement Deed agreement granting the right of Grantee to, from time to time, excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Grass Valley, County of Nevada, State of California, described as follows:

1. APN 035-400-54, as shown upon Parcel Map 78-154 filed for record September 16, 1981 in Book 15 of Parcel Maps at page 113, Nevada County Records.
2. The strips of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed hereunder. The approximate locations of said facilities are shown upon Grantee's Drawing marked EXHIBIT "A" attached hereto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code. This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

NOW, THEREFORE, BE IT FUTHER RESOLVED that the Grantee agrees that it will survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strips of land. Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities. Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities. Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of April, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

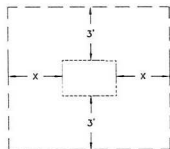
JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Dan Miller, Chair

4/13/2021 cc: CSS\*  
AC\* (Hold)

4/29/2021 cc: CSS\*  
AC\* (Release)



x = 3' FOR ROUND OR SQUARE, 3'x5' INTERIOR DIMENSIONS  
 x = 4' FOR 4' x 6'-6" INTERIOR DIMENSIONS  
 x = 5' FOR 4'-6" x 8'-6" INTERIOR DIMENSIONS

### PRIMARY ENCLOSURE CLEARANCES

PER PGE GREENBOOK UG-1 GENERAL 051122 PAGE 4  
 PRIMARY ENCLOSURE CLEARANCES  
 (SEE TABLE 1 FOR J-BOX CLEARANCES)

- #### GENERAL NOTES:
1. DEVELOPER TO DO ALL TRENCHING, SHADING, AND BACKFILLING PER UO STANDARD S-5453.
  2. PHONE, CABLE AND OTHER FACILITIES ARE SUBJECT TO CHANGE AT THE DISCRETION OF THOSE COMPANIES.
  3. PAGES, BOXES AND OTHER FACILITIES ARE NOT SHOWN TO SCALE.
  4. GAS AND ELECTRIC FACILITIES WILL REQUIRE SAND SHADING IF NATIVE SOIL IS NOT ROCK-FREE. PGEAC WILL INSPECT BACKFILL MATERIALS. TOP AND/OR GAS MAY ALSO REQUIRE 12" OF SAND BACKFILL.
  5. GROUNDS TO BE WITHIN 2 FT. OF FINISH GRADE PRIOR TO TRENCHING.
  6. GAS AND ELECTRIC FACILITIES REQUIRE AT LEAST 5' OF SEPARATION (1 UNDISTURBED SOIL) FROM PARALLEL RUNS OF WATER, SEWER, OR STORM DRAIN.
  7. PRE-CONSTRUCTION MEETING REQUIRED TWO WEEKS PRIOR TO THE START OF INSTALLATION.
  8. CALL U.S.A. AT LEAST 48 HOURS PRIOR TO TRENCHING (DIAL 811).
  9. PGEAC WILL ASSIST IN LOCATING SIDES OF EXISTING GAS MAINS.
  10. DEVELOPER IS RESPONSIBLE FOR OBTAINING ENCROACHMENT PERMITS.
  11. STREETLIGHT LOCATIONS MAY BE CHANGED. REFER TO THE APPROVED STREETLIGHT IMPROVEMENT PLAN FOR STREETLIGHT INSTALLATION.
  12. DEVELOPER SHALL CONTACT ALL INVOLVED PARTIES PRIOR TO MAKING ANY CHANGES FROM THIS DRAWING.
  13. REFER TO EACH PARTY'S INSTALLATION INSTRUCTIONS FOR MORE PRECISE DESCRIPTION OF SUBSTRUCTURES AND OTHER REQUIREMENTS.

- #### LEGEND:
- P ELECTRIC PRIMARY - SAUJ
  - S ELECTRIC SECONDARY - SAUJ
  - C CABLE TV
  - / SLASH INDICATES CHANGE IN OCCUPANCY
  - - - - - PROPOSED SERVICE TRENCH
  - - - - - PROPOSED MAIN LINE TRENCH
  - - - - - EXISTING UNDERGROUND FACILITY
  - - - - - PROPERTY LINE
  - [Symbol] EXISTING #5 SUB-SURFACE ENCLOSURE
  - [Symbol] PROPOSED #6 (4' x 6'-6" x 5') SUB-SURFACE ENCLOSURE
  - [Symbol] PROPOSED ELECTRIC METER / MPOC
  - [Symbol] PROPOSED PAD MOUNTED TRANSFORMER
  - [Symbol] INDICATES TRENCH FOOTAGE & OCCUPANCY

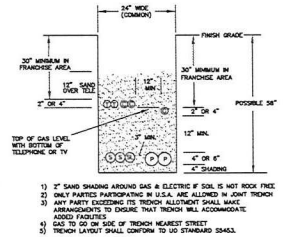
- #### ALL FIELD CHANGES REQUIRE PRIOR APPROVAL FROM:
- | COMPANY           | TELEPHONE              |
|-------------------|------------------------|
| 1. MELODY "M" KHO | P G & E (530) 889-3266 |
| 2. TEMOC ALVAREZ  | COMCAST (530) 332-5980 |

#### JOINT TRENCH RECAP

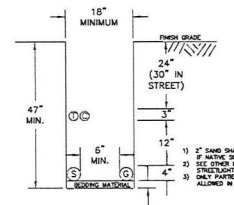
TRENCH OCCUPANTS	DISTRIBUTION OR SERVICE	TRENCH SIZE	FOOTAGE	BACKFILL	SURFACE
PC	DIST	24" x 59"	19'	SPREAD	DIRT
C	DIST	24" x 59"	38'	SPREAD	DIRT
P	DIST	24" x 59"	372'	SPREAD	DIRT
SC	SERV PRIVATE	18" x 46"	81'	SPREAD	DIRT
PC	SERV 3rd PARTY	18" x 46"	262'	SPREAD	DIRT
PISC	SERV + 3rd PARTY	18" x 46"	110'	SPREAD	DIRT
C	SERV PRIVATE	18" x 46"	21'	SPREAD	DIRT
S	SERV PRIVATE	18" x 46"	25'	SPREAD	DIRT
P	SERV 3rd PARTY	18" x 46"	7'	SPREAD	DIRT
P	SERV 3rd PARTY	18" x 46"	9'	SPREAD	DIRT

#### MINIMUM SEPARATION AND CLEARANCE REQUIREMENTS (Inches)

ITEM	MIN	MAX	MIN	MAX	MIN	MAX	MINIMUM COVER
1. GROUND	12	12	12	12	6	24"	30" IN STREET
2. TELEPHONE	12	12	12	12	6	24"	30" IN STREET
3. TELEPHONE	12	12	12	12	6	24"	30" IN STREET
4. TELEPHONE	12	12	12	12	6	24"	30" IN STREET
5. TELEPHONE	12	12	12	12	6	24"	30" IN STREET
6. TELEPHONE	12	12	12	12	6	24"	30" IN STREET
7. TELEPHONE	12	12	12	12	6	24"	30" IN STREET
8. TELEPHONE	12	12	12	12	6	24"	30" IN STREET
9. TELEPHONE	12	12	12	12	6	24"	30" IN STREET
10. TELEPHONE	12	12	12	12	6	24"	30" IN STREET



TYPICAL DISTRIBUTION TRENCH  
 NO SCALE



TYPICAL SERVICE TRENCH  
 NO SCALE

NOTE: ALL SERVICES AND SUB-STRUCTURES ARE NOT TO SCALE FOR CLARITY. ALL COMPONENTS SHALL FIT WITHIN THE PLE OF FRANCHISE AREA UNLESS OTHERWISE NOTED. REFER TO DETAILS FOR LOCATIONS.



SUBSTRUCTURE VERIFICATION STAMP

DEVELOPER PLEASE NOTE AND SIGN

ALL P & E ENCLOSURES AND BOXES HAVE BEEN SET TO THESE ACCORDING TO GUIDE LINES PROVIDED BY DEVELOPER PROVIDED ALL COSTS TO RESIDENT OR SUBMITTER SHALL BE A LATER DATE WILL BE HELD TO THE DEVELOPER. PLEASE ADVISE PGE AND STATE OF CALIFORNIA OF ANY CHANGES TO THIS DRAWING. PLEASE ADVISE PGE AND STATE OF CALIFORNIA OF ANY CHANGES TO THIS DRAWING.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

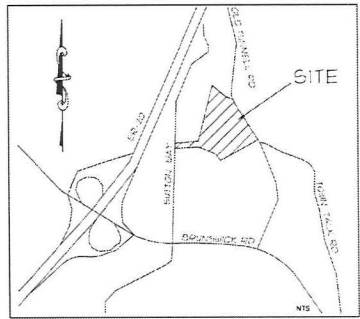
FOR TRENCH INSPECTION  
 CALL (916) 386-5112

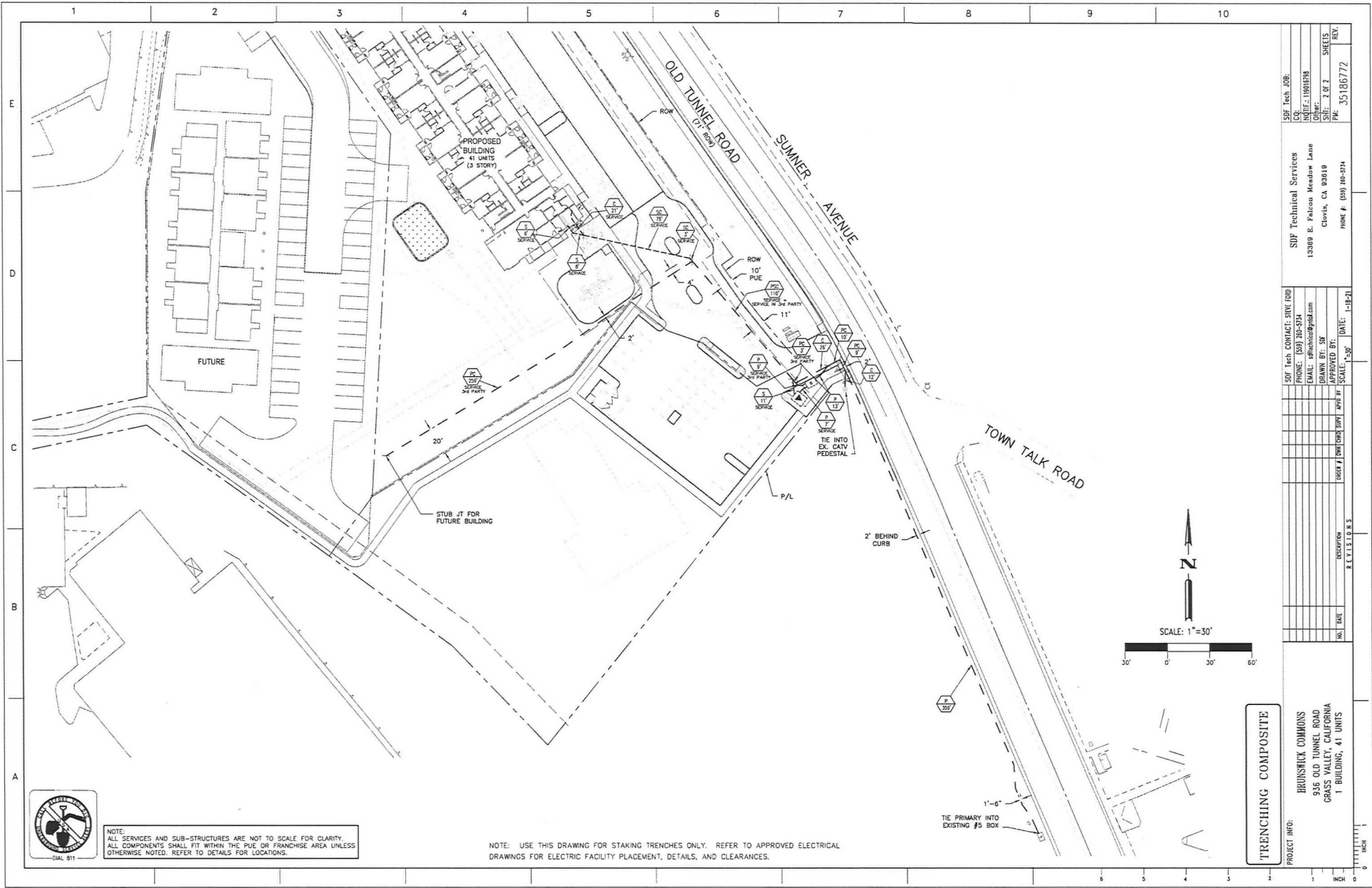
ANY CHANGES TO THIS DESIGN MUST FIRST BE APPROVED BY PGEAC

GAS ADD: \_\_\_\_\_ PHONE: \_\_\_\_\_

JOINT TRENCH COMPOSITE APPROVED BY:

GAS ADD: \_\_\_\_\_ ELECT ADD: \_\_\_\_\_ DATE: \_\_\_\_\_





NOTE: ALL SERVICES AND SUB-STRUCTURES ARE NOT TO SCALE FOR CLARITY. ALL COMPONENTS SHALL FIT WITHIN THE PUE OR FRANCHISE AREA UNLESS OTHERWISE NOTED. REFER TO DETAILS FOR LOCATIONS.

NOTE: USE THIS DRAWING FOR STAKING TRENCHES ONLY. REFER TO APPROVED ELECTRICAL DRAWINGS FOR ELECTRIC FACILITY PLACEMENT, DETAILS, AND CLEARANCES.

**TRENCHING COMPOSITE**

PROJECT INFO:  
 BRUNSWICK COMMONS  
 936 OLD TUNNEL ROAD  
 GRASS VALLEY, CALIFORNIA  
 1 BUILDING, 41 UNITS

NO.	DATE	DESCRIPTION	BY	CHKD BY	APP'D BY	SCALE	DATE
1		ISSUE FOR PERMITS	SR			1"=30'	1-18-21

SDF Technical Services  
 13389 B. Falcon Meadow Lane  
 Clovis, CA 93619  
 PHONE # (559) 386-5214

SDF Tech Job:  
 CO: 19015193  
 OFFER: 7 8 7  
 SHEETS: 35186772

1  
0  
INCH

EXHIBIT "A"

COUNTY OF NEVADA,  
 a Political Subdivision of  
 the State of California  
 Deed dated January 18, 2019  
 Document Number 2019-0001375  
 APN 035-400-054

OLD TUNNEL ROAD



EASEMENT AREA  
 APPROXIMATE CENTER LINE  
 OF 10' WIDE STRIP

PARCEL A

PARCEL MAP 78-154  
 Filed September 16, 1981  
 Book 15 PM page 113

PARCEL 1

PARCEL MAP 87-25  
 Filed August 27, 1987  
 Book 17 PM page 134

PARCEL "D"

PARCEL MAP 77-213  
 Filed May 29, 1979  
 Book 14 PM page 39

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

Applicant:				COUNTY OF NEVADA - 936 OLD TUNNEL ROAD, GRASS VALLEY		SCALE	DATE
						1" = 60'	2/17/21
SECTION	TOWNSHIP	RANGE	MERIDIAN	COUNTY OF:	NEVADA	CITY OF:	GRASS VALLEY
SE1/4 NW1/4 24	16N.	8E.	MDM	F.B.:	NA	DR.BY:	GPY CH.BY: MEM
PLAT MAP	AV115-L13, M0920			PG&E	SIERRA	35186772	35186772
REFERENCES	15 PM 113, 17 PM 134				DIVISION	AUTHORIZ	DRAWING NO.

**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
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

\_\_\_\_\_  
Signature of declarant or agent determining tax

**LD# 2116-08-10045**

**EASEMENT DEED**

35186772

COUNTY OF NEVADA, a Political Subdivision of the State of California,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Grass Valley, County of Nevada, State of California, described as follows:

(APN 035-400-054)

PARCEL A a shown upon Parcel Map 78-154 filed for record September 16, 1981 in Book 15 of Parcel Maps at page 113, Nevada County Records.

The easement area is described as follows:

The strips of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed hereunder. The approximate locations of said facilities are shown upon Grantee's Drawing marked EXHIBIT "A" attached hereto and made a part hereof.

Grantee agrees that it will survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strips of land.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to

the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

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

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

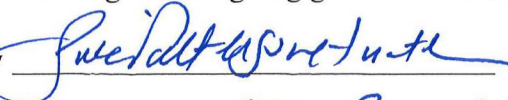
Dated: 4/29, 2021.

COUNTY OF NEVADA,  
a Political Subdivision of the State of  
California

By   
Name Dan Miller  
Title Chair of the Board

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

I hereby certify that a resolution was adopted  
On the 13th day of April, 2021 by the  
Nevada County Board of Supervisors  
Authorizing the foregoing grant of easement.

By   
Title Clerk of the Board



Utility Distribution Easement (02/2020)

Attach to LD: 2116-08-10045

Area, Region or Location: 6

Land Service Office: Auburn

Line of Business: Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: 21.16.08.24.42,

FERC License Number: NA

PG&E Drawing Number: 35186772

Plat No.: AV115-L13, M0920

LD of Affected Documents: NA

LD of Cross Referenced Documents: NA

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

SBE Parcel: NA

% Being Quitclaimed: NA

Order or PM: 35186772

JCN: NA

County: Nevada

Utility Notice Number: NA

851 Approval Application No: NA ;Decision: NA

Prepared By: GPY

Checked By: MEM

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 Nevada )

On April 29, 2021, before me, Mechelle L. Morgan Notary Public,  
Insert name.

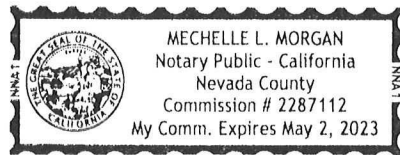
personally appeared Daniel Coy

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.

Mechelle L. Morgan  
Signature of Notary Public



(Seal)

**CAPACITY CLAIMED BY SIGNER**

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other \_\_\_\_\_