



RECREATION & PARK DISTRICT  
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## Paradise Recreation & Park District

Agenda Prepared: 12/13/22  
Agenda Posted: 12/16/22  
Prior to: 5:00 pm

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### NOTICE OF BOARD OF DIRECTORS COMMITTEE MEETING

**Committee:** Recreation & Park Committee (*McGreehan/Rodowick*)  
**Date:** Thursday, December 21, 2022  
**Time:** 4:00 p.m.  
**Location:** Via Teleconference and Terry Ashe Recreation Department, Room D

Notice:

The public may listen to this meeting via computer or telephone. The public may submit comments prior to the meeting via email to [bodclerk@paradisepripd.com](mailto:bodclerk@paradisepripd.com) before 1:00 p.m. on the day of the meeting and they will be read into the record.  
Please use the link to join the webinar: <https://us02web.zoom.us/j/85763921525?pwd=alE2bjBJQWpRbmZhWkpmeVZCZUpTZz09>  
Or via Telephone: Dial by your location: +1 669 900 9128 US (San Jose)  
Meeting ID: 857 6392 1525 Password: 6626

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**AGENDA:**

The Committee will meet to:

1. Discuss an Early Warning System (EWS) Tower Agreement with Town of Paradise.
2. Discuss the PG&E Easement- Pentz Rd.

**ATTACHMENTS:**

1. PRPD Pentz Road Easement Draft

[https://paradisepripd.sharepoint.com/sites/BODMeeting/Shared Documents/\\_Committee.Rec.Park/2022/RPC\\_22.1221/RPC\\_22.1222/Agenda.docx](https://paradisepripd.sharepoint.com/sites/BODMeeting/Shared Documents/_Committee.Rec.Park/2022/RPC_22.1221/RPC_22.1222/Agenda.docx)

**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# 2122-03-10618

EASEMENT DEED

PARADISE RECREATION AND PARK DISTRICT, an independent special district,

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 like size)~~, remove, maintain, inspect, and use facilities of the type hereinafter specified 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 and under the easement area as hereinafter set forth, as depicted in the attached Exhibit BC. Grantee's use shall not exclude the uses identified on said Exhibit C without the express written approval of Grantor, such that any above ground facilities shall be limited to those identified on the Exhibit C attached hereto, - and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the Town of Paradise, County of Butte, State of California, described as follows:

(APN 050-230-060 & 050-230-082)

The lands described in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof.

The facilities and easement area are described as follows:

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, appurtenances, and adequate protection necessary to any and all thereof, as Grantee deems necessary for the distribution of electric energy and communication purposes located within tThe strips of land described in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof. (hereinafter referred to as the "Easement Area")

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

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~~Utility~~-Distribution Easement (02/2020), Modified

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. Grantee shall comply with all laws, ordinances, and regulations pertaining to its trimming or cutting of trees or brush.

Grantor also grants to Grantee the right of ingress to and egress from said easement area over and across said lands by means of dedicated roads and lanes adjacent to said easement area, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor.

Grantor also grants to Grantee the right to use such portion of said lands immediately 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.

In the event Grantee shall ~~make any excavation undertake any activities~~ on said lands pursuant to this grant, ~~including but not limited to excavation, construction or any other disturbance of the land~~, Grantee shall ~~promptly immediately~~ restore said lands ~~as nearly as practicable~~ to their condition prior to such excavation including, without limiting the generality of the foregoing, pavement, sidewalks, landscaping, improvements, lawns and shrubs.

~~During the term of this Agreement, no walls, fences or barriers of any sort or kind whatsoever that prevent or impair the use of the Easement Area will be constructed, maintained, or permitted on the Easement Area, or any portion thereof, by Grantee.~~

~~Grantee shall indemnify, defend and hold Grantor, its successors and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings whatsoever, including, without limitation, for injury to persons or property which may be claimed to have arisen out of the use, maintenance or repair of the Easement Area by Grantee, its guests, invitees, agents, contractors or employees, except such costs, liabilities, damages, losses, claims, actions or proceedings which have been caused by the negligent, willful, or intentional act of Grantor, its guests, invitees, agents, or contractors.~~

~~If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs, and expenses incurred in the action or proceeding by the prevailing party.~~

~~Grantee shall indemnify Grantor against any loss and damage which shall be caused by any negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.~~

The grant of this easement is expressly intended to be non-exclusive, and Grantor shall have the right to use the easement area provided that such use does not unreasonably interfere with Grantee's use thereof as set forth herein.

This document may be executed in multiple counterparts, each of which shall be deemed an original,

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**Commented [AP1]:** The easement areas contain aboveground facilities w/ bollards.

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[Utility](#) Distribution Easement (02/2020), Modified

but all of which, together, shall constitute one and the same instrument.

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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: \_\_\_\_\_, \_\_\_\_\_.

PARADISE RECREATION AND PARK  
DISTRICT, an independent special district

By \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

I hereby certify that a resolution was adopted  
on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the  
\_\_\_\_\_  
authorizing the foregoing grant of easement.

By \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

By \_\_\_\_\_

