

RESOLUTION NO. 2026-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE FINDING NO FURTHER ENVIRONMENTAL REVIEW IS NECESSARY PURSUANT TO STATE CEQA GUIDELINES SECTION 15162 (SUBSEQUENT EIRS AND NEGATIVE DECLARATIONS) AND SECTION 15183 (PROJECTS CONSISTENT WITH A COMMUNITY PLAN, GENERAL PLAN, OR ZONING) AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT OF EASEMENT GRANTING SACRAMENTO MUNICIPAL UTILITIES DISTRICT (SMUD) AN EASEMENT FOR ELECTRICAL FACILITIES AND INCIDENTAL APPURTENANCES OVER A PORTION OF CITY-OWNED PROPERTY [APN 132-0050-153]

WHEREAS, the City of Elk Grove (City) is the fee owner of the property, identified as Assessor Parcel Number 132-0050-153 (Property); and

WHEREAS, on June 22, 2023, Elk Grove Development Engineering approved the improvement plans and authorized construction of the Laguna Ridge South - Detention Basin (Project); and

WHEREAS, the Project requires a stormwater pump station, appurtenant electrical facilities, and electrical transformer to operate and function; and

WHEREAS, the Sacramento Municipal Utility District (SMUD) will install, own, operate, and maintain the appurtenant electrical facilities and electrical transformer; and

WHEREAS, the appurtenant electrical facilities and electrical transformer will be located on City Property; and

WHEREAS, SMUD requires the City to grant an easement to SMUD, authorizing access to, and maintenance of, the transformer across a portion of the Property; and

WHEREAS, the transformer to be installed within the easement is a minor utility facility with a limited footprint approximately a 7 foot by 7 foot concrete pad and does not result in any new or substantially more severe environmental impacts beyond those analyzed in the certified EIR; and

WHEREAS, the detention basin served by this facility is considered in the Laguna Ridge Specific Plan's Environmental Impact Report (EIR) pursuant to State CEQA Guidelines 15162 and 15183 and grant of this easement does not necessitate any additional environmental review.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby finds no further environmental review is necessary pursuant to State CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations) and Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) and authorizes the City Manager to execute the Grant of Easement attached hereto as Exhibit A, incorporated by reference, granting SMUD a non-exclusive easement on Assessor Parcel Number 132-0050-153 for electrical facilities and incidental appurtenances and directs the City Clerk to send the executed easement to SMUD and do all things necessary to execute and cause this easement to be recorded.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 25th day of February 2026




BOBBIE SINGH-ALLEN, MAYOR of the
CITY OF ELK GROVE

ATTEST:



JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:



JONATHAN P. HOBBS,
CITY ATTORNEY

EXHIBIT A

RECORD AT REQUEST OF AND RETURN TO:
Sacramento Municipal Utility District
Attention: Real Estate Services – B 209
P. O. Box 15830
Sacramento, CA 95852-1830

No Fee Document – Per Govt. Code Sec. 6103 & 27383
No County Transfer Tax Per R & T Code 11922

SMUD BY: _____ *JJ* TP _____ JY

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 132-0050-153-0000

R/W: U-2025/069-S
SO: 30188247

GRANT OF EASEMENT

City of Elk Grove, a California municipal corporation (“Grantor”), is the owner of record of that certain real property located in Sacramento County, California, designated by the above referenced Assessor’s Parcel Number and more fully described as follows:

In that certain Grant Deed dated July 17, 2017, and recorded in the office of the Recorder of Sacramento County on August 9, 2017, in Book 20170809 of Official Records at Page 0980 (“Property”)

Grantor hereby grants to SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district, (“Grantee”) and its successors and assigns, the non-exclusive right from time to time to construct, place, inspect, remove, replace, maintain and use electrical and communication facilities consisting of underground conduits, wires and cables, with associated, above-ground or below-ground transformers, transformer pads, pedestals, service equipment, terminals, splicing, switching and pull boxes, switch and fuse cubicles, cubicle pads, and all other necessary fixtures and appurtenances (“Facilities”), within the area described in EXHIBIT A (“Easement Area”) attached hereto and made a part hereof (collectively, the “Easement”).

Said right includes the trimming and removal by Grantee of any trees or foliage along the Easement Area considered necessary to protect Facilities from damage or injury to individuals, and the right of ingress to and egress from said Easement Area for the purpose of exercising and performing all rights and privileges granted herein. In addition, the Easement Area shall be kept clear of any building or other structure and Grantor will not drill or operate any well within the Easement Area. Notwithstanding anything to the contrary herein, Grantee’s use of this Easement shall not interfere with Grantor’s rights of access, ingress, egress, over, and across the Easement Area nor Grantor’s rights to operate and maintain any existing and future facilities, including, but may not be limited to: air compressor unit, fencing, vehicle access gate, pump station(s), wet wells, electrical control panels, and utility pipe(s). Should SMUD disturb any of these Improvements it shall restore the Improvements to its existing condition before disturbance and should such restoration be impossible SMUD shall replace it in-kind.

By accepting this Easement, Grantee agrees that all Facilities constructed by Grantee, and any subsequent maintenance costs associated with said Facilities, shall be done at Grantee's sole cost and expense and in a good and workmanlike manner, and that no liens shall attach to all or any part of the Property. All right, title, and interest in and to the Easement Area, which may be used and enjoyed without interfering with the rights conveyed by this Easement are reserved to Grantor. In no event shall Grantor be liable for any damage to, or loss of, personal property or equipment sustained by Grantee within the Easement Area, whether or not it is insured, even if such loss is caused by the negligence of Grantor.

To the fullest extent permitted by law, Grantee by accepting this Easement, shall indemnify, protect, defend, and hold harmless Grantor, its officers, officials agents, employees, and volunteers from and against any and all claims and lawsuits, damages, demands, liability, costs, losses, and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the use of this easement, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness, or willful misconduct incident to the performance of all rights and privileges granted herein by Grantee, except to the extent such loss or damage is caused by the sole negligence, or willful misconduct of the Grantor, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by Grantor and Grantee, Grantee shall remain obligated to defend, indemnify, and hold harmless Grantor, its officers, officials, employees, volunteers, and agents pursuant to this Easement.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation shall survive any termination of the Easement.

BY ACCEPTING THIS EASEMENT GRANTEE AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY GRANTOR HEREUNDER, OR FOR ANY OTHER REASON, GRANTOR SHALL NOT BE LIABLE TO GRANTEE FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

The route of said easement is described in EXHIBIT A and shown on EXHIBIT B attached hereto and made a part hereof.

Notwithstanding anything to the contrary contained in this Easement, (i) the Easement Area shall not be expanded beyond the boundaries identified in Exhibit A without Grantor's prior written approval.

Dated: _____

Grantor: **City of Elk Grove, a municipal corporation**

Signed: _____

Print Name: _____

Title: _____

**EXHIBIT "A"
DESCRIPTION
SACRAMENTO MUNICIPAL
UTILITY DISTRICT EASEMENT**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF ELK GROVE, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF THE CITY OF ELK GROVE, AS DESCRIBED IN DOCUMENT NUMBER 201708090980, SACRAMENTO COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LANDS, SAID CORNER BEING ON THE NORTHERLY LINE OF BILBY ROAD AS DESCRIBED IN EXHIBIT A-2 OF DOCUMENT NUMBER 201708090979, THENCE ALONG SAID NORTHERLY LINE SOUTH 88°39'40" WEST, 38.81 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 88°39'40" WEST, 28.88 FEET;

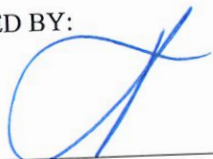
THENCE LEAVING SAID NORTHERLY LINE AND ENTERING SAID LANDS THE FOLLOWING FOUR (4) COURSES:

1. NORTH 01°20'20" WEST, 12.00 FEET;
2. NORTH 88°39'40" EAST, 8.50 FEET;
3. SOUTH 69°51'02" EAST, 21.90 FEET;
4. THENCE SOUTH 01°20'20" EAST, 3.98 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 265 SQUARE FEET MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:


IAN BRUCE MACDONALD
LICENSED LAND SURVEYOR NO. 8817
STATE OF CALIFORNIA



12/4/25

DATE

MACKEY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

DRP GREENBOUGH 9, LLC
DN 202510171028

CITY OF ELK GROVE
DN 201708090980

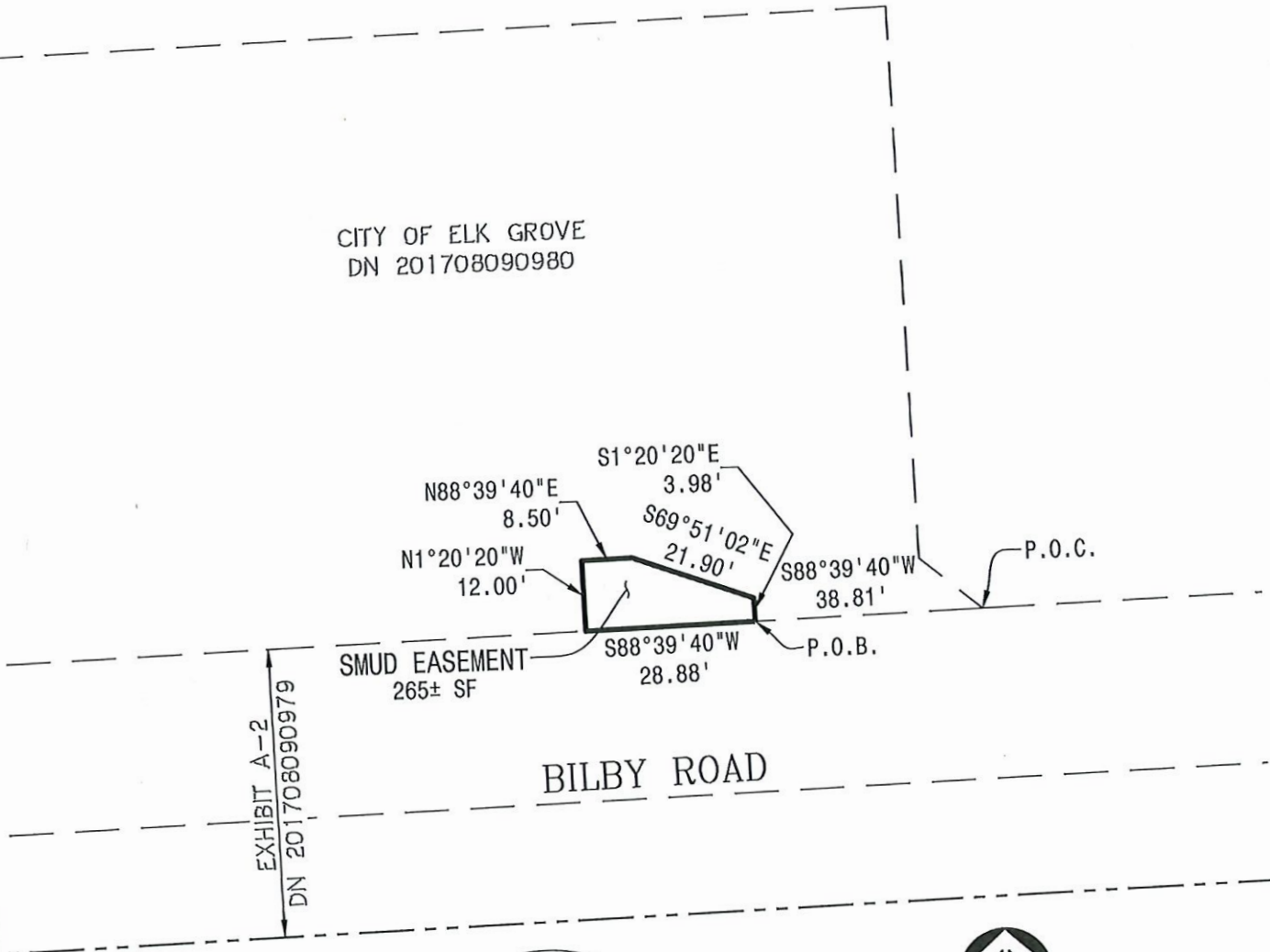
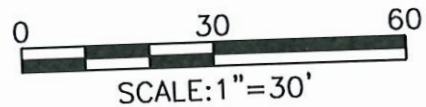


EXHIBIT A-2
DN 201708090979



LEGEND

- BOUNDARY OF DESCRIPTION
- EXISTING PARCEL
- SECTION LINE
- DN DOCUMENT NUMBER
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- SMUD SACRAMENTO MUNICIPAL UTILITY DISTRICT

PLAT TO ACCOMPANY DESCRIPTION

SMUD EASEMENT

ELK GROVE CALIFORNIA

MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
IBM	NOVEMBER 2025	1"=30'	25233.TH.D.LNR

CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2026-033

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss
CITY OF ELK GROVE)

I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on February 25, 2026 by the following vote:

AYES: **COUNCILMEMBERS:** *Singh-Allen, Suen, Brewer, Robles, Spease*

NOES: **COUNCILMEMBERS:** *None*

ABSTAIN: **COUNCILMEMBERS:** *None*

ABSENT: **COUNCILMEMBERS:** *None*



Jason Lindgren, City Clerk
City of Elk Grove, California