City Council Meeting
06-22-26
Item 1.B.19.

Council Agenda Report

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

Prepared by: Nathaniel McLean, Assistant Engineer

Reviewed by: Tatiana Holden, Assistant Public Works Director/City Engineer
Christopher Smith, Assistant City Manager

Approved by: Joseph D. Irvin, City Manager

Date prepared: June 3, 2026 Meeting date: June 22, 2026

Subject: SCE Utility Easement Acceptance for the Malibu Skate Park Project

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RECOMMENDED ACTION: 1) Adopt Resolution No. 26-35 granting a utility easement to Southern California Edison (SCE), 2) Direct City staff to record a certified copy of the resolution and easement in the Office of the County Recorder, and 3) Direct City staff to take any other reasonable and necessary actions to implement and effectuate the easement, including the recordation of the easement and any related actions required to finalize the easement.

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

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025 Strategic Plan Goal 7 Objective 7.1 to help finalize the construction of the Skate Park Project.

DISCUSSION: The Malibu Permanent Skate Park Project was released for public bidding in December 2024 and included the construction of a new custom, in-ground, cast-in-place skate park, along with associated site improvements such as grading, drainage, landscaping, electrical work, new water lines, irrigation, and the installation of a new restroom building. In March 2025, the City Council awarded the construction contract to C.S. Legacy Construction. Construction began in May 2025 and is currently approaching completion.

As part of the project, the City has coordinated with Southern California Edison (SCE) to finalize the design of the electrical facilities needed to serve the new skate park. C.S.

Legacy Construction has installed electrical conduit from the existing transformer located near the Malibu Bluffs Park parking lot to the site of the new SCE transformer closer to the skate park.

Because the new skate park electrical service will connect to SCE's existing electrical infrastructure, the existing transformer will function as part of SCE's distribution system. The underground cable serving the existing transformer comes from Pacific Coast Highway, and SCE requires a utility easement for the existing electrical facilities. The proposed utility easement is necessary to allow SCE to access, install, operate, maintain, repair, and upgrade its electrical facilities, including upgrades to the existing transformer, in order to provide electricity to the new skate park.

Granting the utility easement will allow SCE to install its portion of the electrical work necessary to complete the project's construction and launch operation of the Malibu Permanent Skate Park Project.

Staff recommends that the City Council adopt Resolution No. 26-35 granting a utility easement to Southern California Edison, authorize City staff to process and facilitate the recording of the easement with the County Recorder, and authorize City staff to take any other reasonable and necessary actions to implement and effectuate the easement, including the recording of the easement and any related actions required to finalize the easement.

ATTACHMENTS:

1. Resolution No. 26-35
2. Location Map – SCE proposed Easement

RESOLUTION NO. 26-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU AUTHORIZING THE GRANTING OF A UTILITY EASEMENT GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY

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

SECTION 1. Recitals.

A. On March 10, 2025, the City Council awarded the construction contract of the Malibu Permanent Skate Park Project to C.S. Legacy Construction.

B. In order to supply electrical service to the City's parcel a dedicated utility easement is 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 Exhibit A of Agreement (Attachment A) and Exhibit B, Plat Map, showing the precise location for the easement.

SECTION 3. The City Council hereby approves and authorizes City staff to process and facilitate the recording of the easement with the County Recorder.

SECTION 4. The City Council hereby approves and authorizes City staff to take any other reasonable and necessary actions to implement and effectuate the easement, including the recording of the easement and any related actions to finalize the easement.

SECTION 5. This Resolution shall become effective immediately upon its passage and adoption.

SECTION 6. 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 June 2026.

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

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

_____
TREVOR RUSIN, Interim City Attorney

ATTACHMENT A

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON
An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY
3 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

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) SIG. OF DECLARANT OR AGENT DETERMINING TAX — SCE Company FIRM NAME	DISTRICT Thousand Oaks	SERVICE ORDER TD2503560	SERIAL NO.	MAP SIZE
	GVM LT-4267-F3 APN 4458-018-902 and -904	APPROVED REAL PROPERTIES (S.L.H.)	BY SLS/BT	DATE 06/02/2026

CITY OF MALIBU, a California 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"), an 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 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.

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, planter boxes, earth fill or other structures except walls and fences on the above described real property. 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 free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same 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.

Notwithstanding anything herein to the contrary:

(a) Following any work within the Easement Area, Grantee shall promptly restore all affected improvements, pavement, landscaping, irrigation, and other property to substantially the same condition existing immediately prior to commencement of the work, at Grantee's sole cost and expense.

(b) Grantee shall perform all work in compliance with all applicable federal, state, and local laws, regulations, permits, and safety requirements.

(c) Grantee hereby agrees to defend, indemnify, and hold harmless Grantor from and against any and all claims, liability, and damages caused by Grantee's activities related to said easement, except to the extent that such claims arise from the negligence or willful misconduct of Grantor, its employees, agents and contractors.

(d) Nothing in this Easement shall limit Grantor's governmental authority or police powers, nor shall it preclude Grantor from constructing, operating, maintaining, repairing, or replacing public improvements that do not unreasonably interfere with Grantee's facilities.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on the last date set forth below.

EXECUTED this _____ day of _____, 20____.

GRANTOR

CITY OF MALIBU, a California municipal corporation

_____
Signature

_____
Print Name

_____
Title

EXECUTED this _____ day of _____, 20____.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a 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)

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 _____)

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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
APN: 4458-018-902 AND -904

UNDERGROUND ELECTRICAL DISTRIBUTION EASEMENT

SITUATED IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

TWO STRIPS OF LAND WITHIN A PORTION OF THE RANCHO TOPANGA MALIBU SEQUIT, AS CONFIRMED TO MATTHEW KELLER BY PATENT RECORDED IN BOOK 1, PAGE 407, ET SEQ., OF PATENTS, SAID PORTION BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" OF THE QUITCLAIM DEED TO THE CITY OF MALIBU, RECORDED ON SEPTEMBER 08, 2006 AS INSTRUMENT NO. 06-2007736, OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID STRIPS OF LAND ARE DESCRIBED AS FOLLOWS:

STRIP #1 (6.00 FEET WIDE)

THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY TERMINUS OF THE NORTHERLY LINE OF THE LAND DESCRIBED IN SAID DEED, SAID NORTHERLY LINE ALSO BEING THE SOUTHERLY LINE OF PACIFIC COAST HIGHWAY AS SHOWN ON EXHIBIT "A" OF SAID DEED;

THENCE ALONG SAID NORTHERLY LINE, NORTH 84°56'52" EAST A DISTANCE OF 117.51 FEET TO THE **TRUE POINT OF BEGINNING**, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 110.00 FEET, A RADIAL LINE PASSING THROUGH SAID POINT BEARS SOUTH 66°52'27" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°34'15" A DISTANCE OF 70.21 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 12.50 FEET;

THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°57'01" A DISTANCE OF 5.23 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 83°38'49" WEST A DISTANCE OF 32.75 FEET TO THE **POINT OF TERMINUS**, SAID POINT HEREINAFTER REFERRED TO AS POINT "A".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE NORTHEASTERLY IN THE NORTHERLY LINE OF SAID "LAND" AND WESTERLY IN THE EASTERLY LINE OF STRIP #2 DESCRIBED HEREINBELOW.

CONTAINING 649 SQUARE FEET OR 0.015 ACRES, MORE OR LESS.

EXHIBIT "A"
LEGAL DESCRIPTION

STRIP #2 (10.00 FEET WIDE)

THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "A";

THENCE SOUTH 00°44'38" EAST 1.92 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 89°15'22" WEST 15.50 FEET TO THE **POINT OF TERMINUS**.

CONTAINING 155 SQUARE FEET OR 0.004 ACRES, MORE OR LESS.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO ANY AND ALL EXISTING MATTERS OF RECORD.

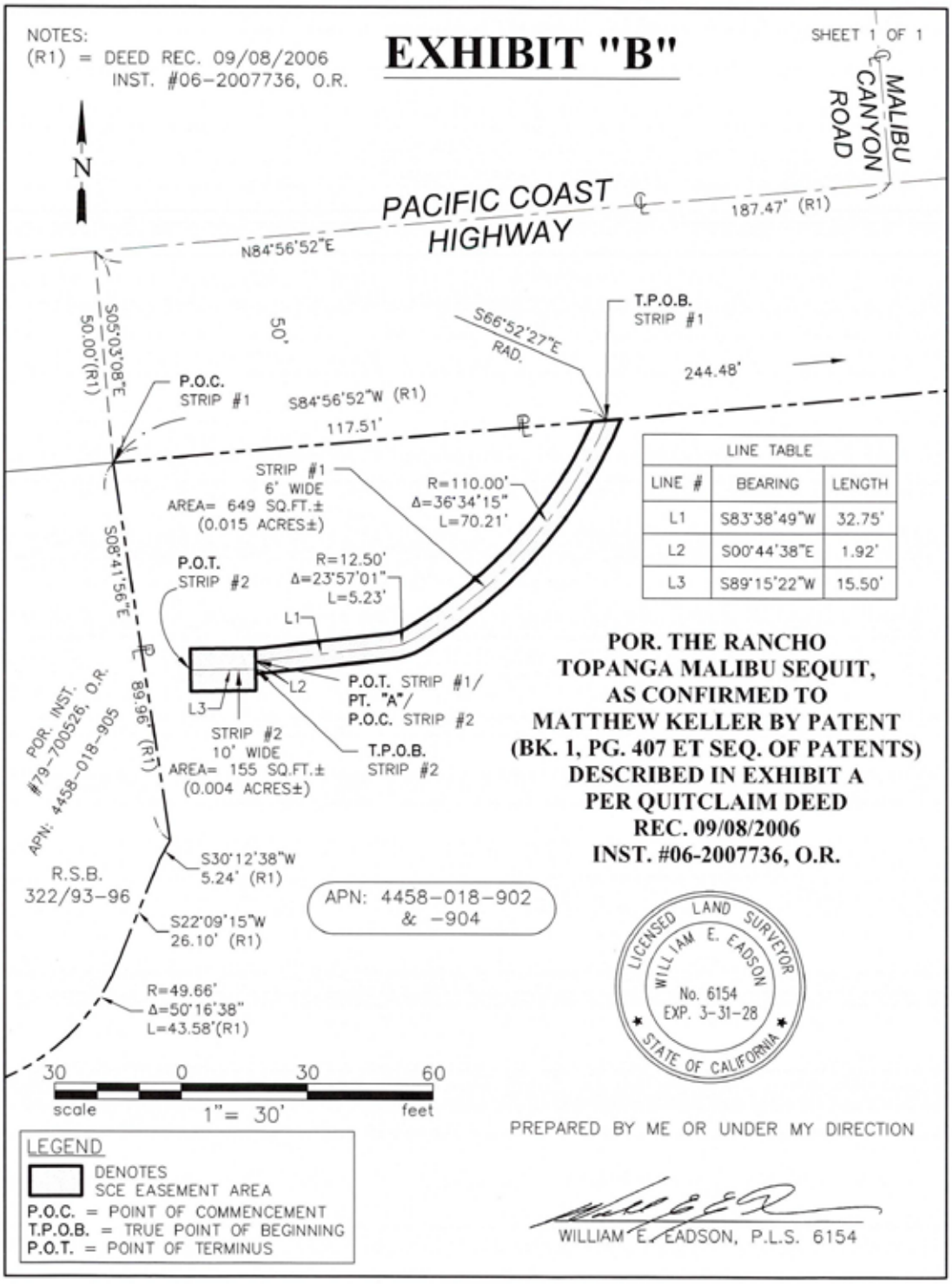
THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

PREPARED BY ME OR UNDER MY DIRECTION:

DATED: May 6, 2026

WILLIAM E. EADSON, P.L.S. 6154

LICENSED LAND SURVEYOR
WILLIAM E. EADSON
No. 6154
EXP. 3-31-28
STATE OF CALIFORNIA


NOTES:
(R1) = DEED REC. 09/08/2006
INST. #06-2007736, O.R.
EXHIBIT "B"
SHEET 1 OF 1
N
PACIFIC COAST HIGHWAY
MALIBU CANYON ROAD
187.47' (R1)
N84°56'52"E
S05°03'08"E
50.00'(R1)
50'
S66°52'27"E
RAD.
T.P.O.B.
STRIP #1
244.48'
P.O.C.
STRIP #1
S84°56'52"W (R1)
117.51'
STRIP #1
6' WIDE
AREA= 649 SQ.FT.±
(0.015 ACRES±)
R=110.00'
Δ=36°34'15"
L=70.21'
S08°41'56"E
89.96' (R1)
P.O.T.
STRIP #2
R=12.50'
Δ=23°57'01"
L=5.23'
L1
L2
L3
P.O.T. STRIP #1/
PT. "A"/
P.O.C. STRIP #2
STRIP #2
10' WIDE
AREA= 155 SQ.FT.±
(0.004 ACRES±)
T.P.O.B.
STRIP #2
POR. INST.
#79-700526, O.R.
APN: 4458-018-905
R.S.B.
322/93-96
S30°12'38"W
5.24' (R1)
S22°09'15"W
26.10' (R1)
R=49.66'
Δ=50°16'38"
L=43.58'(R1)
APN: 4458-018-902
& -904
30 0 30 60
scale
1"= 30'
feet
LEGEND
DENOTES
SCE EASEMENT AREA
P.O.C. = POINT OF COMMENCEMENT
T.P.O.B. = TRUE POINT OF BEGINNING
P.O.T. = POINT OF TERMINUS
LINE TABLE
LINE # | BEARING | LENGTH
L1 | S83°38'49"W | 32.75'
L2 | S00°44'38"E | 1.92'
L3 | S89°15'22"W | 15.50'
POR. THE RANCHO
TOPANGA MALIBU SEQUIT,
AS CONFIRMED TO
MATTHEW KELLER BY PATENT
(BK. 1, PG. 407 ET SEQ. OF PATENTS)
DESCRIBED IN EXHIBIT A
PER QUITCLAIM DEED
REC. 09/08/2006
INST. #06-2007736, O.R.
LICENSED LAND SURVEYOR
WILLIAM E. EADSON
No. 6154
EXP. 3-31-28
STATE OF CALIFORNIA
PREPARED BY ME OR UNDER MY DIRECTION
WILLIAM E. EADSON, P.L.S. 6154

Attachment 2

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON

An *EDISON INTERNATIONAL* Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

3 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

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) _____ SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	DISTRICT Thousand Oaks	SERVICE ORDER TD2503560	SERIAL NO.	MAP SIZE
	GVM LT-4267-F3 APN 4458-018-902 and -904	APPROVED: REAL PROPERTIES (S.L.H.)	BY SLS/BT	DATE 06/02/2026

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(d) Nothing in this Easement shall limit Grantor's governmental authority or police powers, nor shall it preclude Grantor from constructing, operating, maintaining, repairing, or replacing public improvements that do not unreasonably interfere with Grantee's facilities.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on the last date set forth below.

EXECUTED this _____ day of _____, 20____.

GRANTOR

CITY OF MALIBU, a California municipal corporation

_____
Signature

_____
Print Name

_____
Title

EXECUTED this _____ day of _____, 20____.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a 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)

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County of _____)

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EXHIBIT "A"

LEGAL DESCRIPTION
APN: 4458-018-902 AND -904

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COMMENCING AT THE WESTERLY TERMINUS OF THE NORTHERLY LINE OF THE LAND DESCRIBED IN SAID DEED, SAID NORTHERLY LINE ALSO BEING THE SOUTHERLY LINE OF PACIFIC COAST HIGHWAY AS SHOWN ON EXHIBIT "A" OF SAID DEED;

THENCE ALONG SAID NORTHERLY LINE, NORTH 84°56'52" EAST A DISTANCE OF 117.51 FEET TO THE **TRUE POINT OF BEGINNING**, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 110.00 FEET, A RADIAL LINE PASSING THROUGH SAID POINT BEARS SOUTH 66°52'27" EAST;

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CONTAINING 649 SQUARE FEET OR 0.015 ACRES, MORE OR LESS.

EXHIBIT "A"

LEGAL DESCRIPTION

STRIP #2 (10.00 FEET WIDE)

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FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO ANY AND ALL EXISTING MATTERS OF RECORD.

THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

PREPARED BY ME OR UNDER MY DIRECTION:

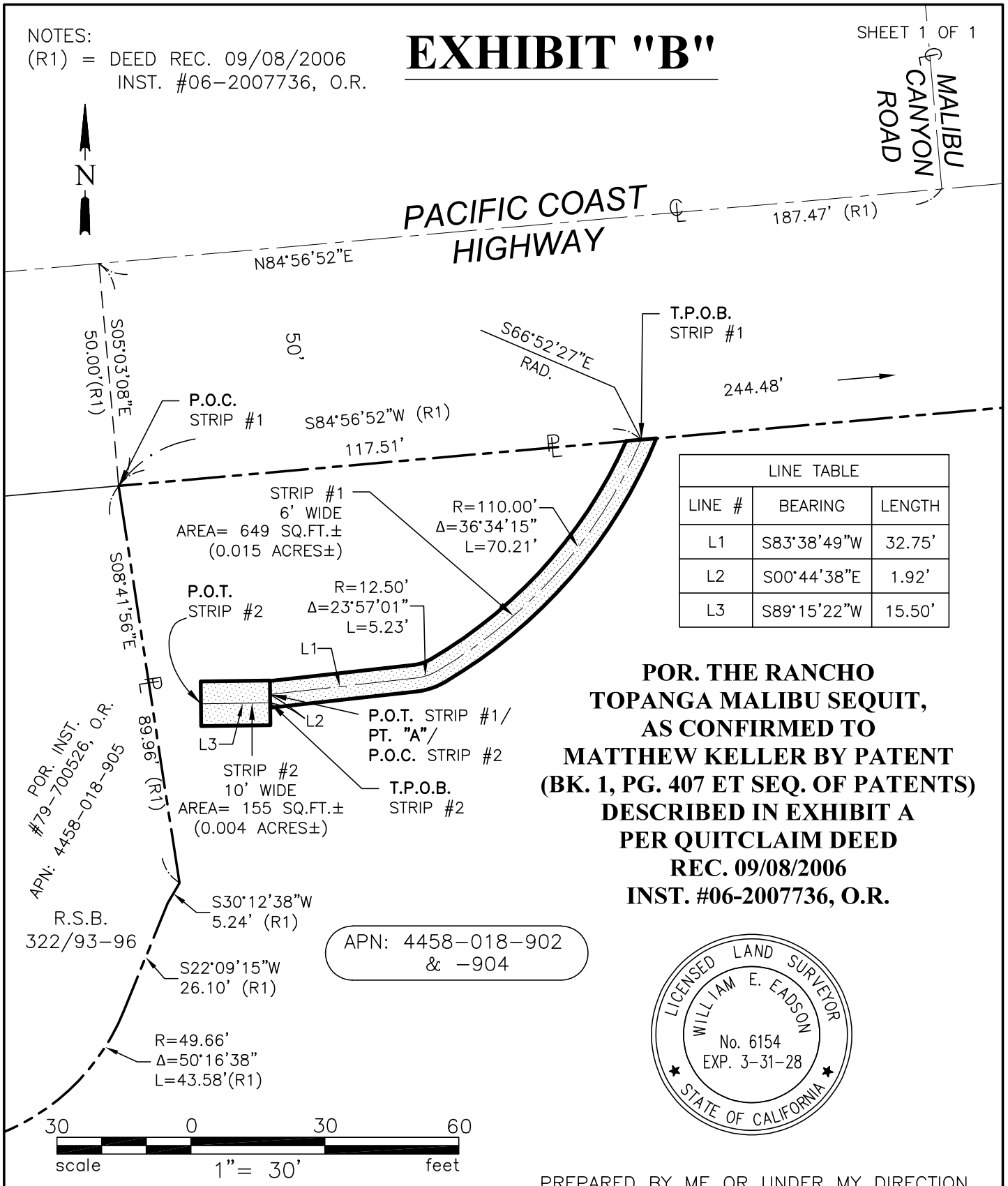
DATED: May 6, 2026



WILLIAM E. EADSON, P.L.S. 6154

NOTES:
(R1) = DEED REC. 09/08/2006
INST. #06-2007736, O.R.

EXHIBIT "B"



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S83°38'49"W	32.75'
L2	S00°44'38"E	1.92'
L3	S89°15'22"W	15.50'

POR. THE RANCHO TOPANGA MALIBU SEQUIT, AS CONFIRMED TO MATTHEW KELLER BY PATENT (BK. 1, PG. 407 ET SEQ. OF PATENTS) DESCRIBED IN EXHIBIT A PER QUITCLAIM DEED REC. 09/08/2006 INST. #06-2007736, O.R.

APN: 4458-018-902 & -904

LEGEND
DENOTES SCE EASEMENT AREA
P.O.C. = POINT OF COMMENCEMENT
T.P.O.B. = TRUE POINT OF BEGINNING
P.O.T. = POINT OF TERMINUS

LICENSED LAND SURVEYOR
WILLIAM E. EADSON
No. 6154
EXP. 3-31-28
STATE OF CALIFORNIA

PREPARED BY ME OR UNDER MY DIRECTION

WILLIAM E. EADSON, P.L.S. 6154