

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



Pacific Gas & Electric Company
GAS (Corp ID 39)
Status of Advice Letter 4679G
As of December 12, 2022

Subject: Encroachment Agreement for Trash Enclosure within PG&E's Gas Distribution Easement in The City of Clovis Request for Approval Under Section 851 and General Order 173

Division Assigned: Energy

Date Filed: 11-07-2022

Date to Calendar: 11-11-2022

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	12-08-2022

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Kimberly Loo

(415)973-4587

PGETariffs@pge.com

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov



November 7, 2022

Advice 4679-G

(Pacific Gas and Electric Company ID U 39 G)

Public Utilities Commission of the State of California

Subject: Encroachment Agreement for Trash Enclosure within PG&E's Gas Distribution Easement in The City of Clovis – Request for Approval Under Section 851 and General Order 173

Purpose

The purpose of this advice letter is to obtain permission for the City of Clovis' trash enclosure within PG&E's gas distribution easement (Easement).

Pacific Gas and Electric Company (PG&E) requests Public Utilities Commission (Commission or CPUC) approval under Public Utilities Code Section 851 and General Order 173 to grant an encroachment agreement (Agreement) that would allow for the construction of a trash enclosure to be used by the City of Clovis (City).

The Agreement, requested by the City, is entered into by PG&E and Douglas and Suzanne Smith, the owners of the property over which PG&E holds its Easement. The Agreement permits a masonry block wall surrounding the trash enclosure (Encroachment). This is the only location reasonably available for the City's trash enclosure. The City considers it to be aesthetically pleasing for the public.

A copy of the Agreement is attached hereto as Attachment 1. PG&E has reviewed the Encroachment and has determined that it does not interfere with our operations or our ability to provide safe and reliable service. In addition, we believe that the Encroachment supports the public interest.

Background

PG&E installed underground gas distribution facilities pursuant to an easement obtained in 1979, shown as Attachment 2. In 2020, the Easement was modified to support a development located on the property at 1255 Hoblitt Avenue in the City of Clovis, shown as Attachment 3. The Easement prohibits buildings and other structures within it.

The City is requesting this Agreement to allow the masonry block wall for its trash enclosure within PG&E's Easement.

PG&E's Engineering Estimators reviewed the Encroachment and determined it would not interfere with our operations and does not impact our ability to provide safe and reliable service. For all of the above reasons, PG&E requests that the Commission approve this Section 851 request to allow a masonry concrete block wall enclosure over its Easement.

Tribal Lands Policy

As explained below, because this transaction is not the transfer of a fee interest in real property, the Tribal Lands Policy does not apply.

On December 5, 2019, the Commission adopted a policy titled, "Investor-Owned Utility Real Property – Land Disposition - First Right of Refusal for Disposition of Real Property Within the Ancestral Territories of California Native American Tribes" (Policy). The Policy directs investor-owned utilities to (1) notify the appropriate local Native American Tribes of any proposed dispositions of utility-owned real property that are subject to Section 851 and (2) to allow 90 days for the Tribes to respond as to their interest in purchasing the subject real property.

Resolution E-5076, effective January 14, 2021, adopted Guidelines to Implement the CPUC Tribal Land Policy (Guidelines). Section 1.3.d of the Guidelines states that "disposition" means the transfer, sale, donation, or disposition by any other means of a fee interest in real property. Therefore, the Encroachment Agreement subject to this Advice Letter is not covered by the Policy.

Other Information

In accordance with General Order 173, Rule 4, PG&E provides the following information related to the proposed transaction:

(a) Identity and Addresses of All Parties to the Proposed Transaction:

Pacific Gas and Electric Company
Steven Frank
Law Department
P.O. Box 7442
San Francisco, CA 94120
Telephone: (415) 973-5091
Facsimile: (415) 973-5520
Email: steven.frank@pge.com

Douglas M. Smith & Company
2767 East Shaw Avenue # 102
Fresno, CA 93710
Telephone: (559) 294-6592
Email: dsmith@smith-cocpa.com

(b) Complete Description of the Property Including Present Location, Condition and Use:

The property at 1255 Hoblitt Avenue in Clovis, CA (APN 498-140-33S) is in an industrial area and is being developed as office space.

(c) Intended Use of the Property:

The City has requested this Encroachment to accommodate the trash enclosure to serve the property.

(d) Complete Description of Financial Terms of the Proposed Transaction:

PG&E is not collecting any fees associated with granting the Agreement. The Encroachment does not rise to the level of a right that has any meaningful economic value to PG&E.

(e) Description of How Financial Proceeds of the Transaction Will Be Distributed:

Not applicable.

(f) Statement on the Impact of the Transaction on Ratebase and Any Effect on the Ability of the Utility to Serve Customers and the Public:

Not applicable.

(g) The Original Cost, Present Book Value, and Present Fair Market Value for Sales of Real Property and Depreciable Assets, and a Detailed Description of How the Fair Market Value Was Determined (e.g., Appraisal):

Not applicable.

(h) The Fair Market Rental Value for Leases of Real Property, and a Detailed Description of How the Fair Market Rental Value Was Determined:

Not applicable.

(i) The Fair Market Value of the Easement or Right-of-Way, and a Detailed Description of How the Fair Market Value Was Determined:

The proposed disposal under the Agreement does not rise to the level of a right that has any meaningful economic value to PG&E.

(j) A Complete Description of any Recent Past (Within the Prior Two Years) or Anticipated Future Transactions that May Appear To Be Related to the Present Transaction:

There are no recent past or anticipated future transactions anticipated by PG&E that are related to the present transaction.

(k) Sufficient Information and Documentation (Including Environmental Information) to Show that All of Eligibility Criteria Set Forth in Rule 3 of General Order 173 are Satisfied:

PG&E has provided information in this Advice Letter to satisfy the eligibility criteria under General Order 173 in that:

- The activity proposed in the transaction will not require environmental review by the CPUC as a Lead Agency;
- The transaction will not have an adverse effect on the public interest or on the ability of PG&E to provide safe and reliable service to its customers at reasonable rates;
- The transaction will not materially impact the rate base of PG&E; and
- The transaction does not warrant a more comprehensive review that would be provided through a formal Section 851 application.

(l) Additional Information to Assist in the Review of the Advice Letter:

PG&E does not believe any additional information is necessary for the review of the Advice Letter.

(m) Environmental Information:

Pursuant to General Order 173, the Advice Letter program applies to proposed transactions that will not require environmental review by the CPUC as a lead agency under the California Environmental Quality Act ("CEQA") either because: (a) a statutory or categorical exemption applies (the applicant must provide a Notice of Exemption from the Lead Agency or explain why an exemption applies),

or (b) because the transaction is not a project under CEQA (the applicant must explain the reasons why it believes that the transaction is not a project), or (c) because another public agency, acting as the Lead Agency under CEQA, has completed environmental review of the project, and the Commission is required to perform environmental review of the project only as a Responsible Agency under CEQA.

No additional information required as the City has declared this project to be categorically exempt from CEQA, see City's email from Lily Cha, Associate Planner, dated April 18, 2022, Attachment 4.

Protests

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than November 28, 2022, which is 21 days¹ after the date of this submittal. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
E-mail: EDTariffUnit@cpuc.ca.gov

The protest shall also be electronically sent to PG&E via E-mail at the address shown below on the same date it is electronically delivered to the Commission:

Sidney Bob Dietz II
Director, Regulatory Relations
c/o Megan Lawson
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name and e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

Pursuant to the review process outlined in General Order 173, PG&E requests that this Tier 2 advice letter become effective on December 7, 2022, which is 30 days from the date of submittal.

¹ The 20-day protest period concludes on a weekend, therefore, PG&E is moving this date to the following business day.

******* SERVICE LIST for Advice 4679-G *****
APPENDIX A**

Jonathan Reiger
Legal Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 355-5596
jzr@cpuc.ca.gov

Mary Jo Borak
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-1333
bor@cpuc.ca.gov

Robert (Mark) Pocta
Public Advocates Office
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703- 2871
robert.pocta@cpuc.ca.gov

Andrew Barnsdale
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-3221
bca@cpuc.ca.gov

*****AGENCIES*****

City of Clovis | Engineering Division
Development Review
1033 Fifth Street, Clovis, CA 93612
(559) 324-2363
SeanS@cityofclovis.com

*****3rd Parties*****

Douglas M. Smith & Company
2767 East Shaw Avenue # 102
Fresno, CA 93710
(559) 294-6592
dsmith@smith-cocpa.com



ADVICE LETTER SUMMARY

ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Pacific Gas and Electric Company (ID U39 G)

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Kimberly Loo

Phone #: (415)973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: KELM@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas WATER = Water
 PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 4679-G

Tier Designation: 2

Subject of AL: Encroachment Agreement for Trash Enclosure within PG&E's Gas Distribution Easement in The City of Clovis – Request for Approval Under Section 851 and General Order 173

Keywords (choose from CPUC listing): Compliance, Section 851

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested? Yes No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? Yes No

Requested effective date: 12/7/22

No. of tariff sheets: 0

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: N/A

¹Discuss in AL if more space is needed.

Protests and correspondence regarding this AL are to be sent via email and are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:

California Public Utilities Commission
Energy Division Tariff Unit Email:
EDTariffUnit@cpuc.ca.gov

Contact Name: Sidnev Bob Dietz II. c/o Megan Lawson
Title: Director, Regulatory Relations
Utility/Entity Name: Pacific Gas and Electric Company

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email: PGETariffs@pge.com

Contact Name:
Title:
Utility/Entity Name:

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

CPUC
Energy Division Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Clear Form

Attachment 1

Encroachment Agreement

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

Signature of declarant or agent determining tax

(APN 498-140-33s)
LD# 2213-21-10078

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this “**Agreement**”) is made and entered into this _____ day of _____, 2022 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “**PG&E**”, and DOUGLAS SMITH and SUZANNE SMITH, trustees of the Douglas and Suzanne Smith Family Trust, ”OWNER”,

RECITALS

A. Owners are the fee title owners of certain real property within the City of Clovis, County of Fresno, State of California, Assessor’s Parcel Number 498-140-33s (hereinafter, the “**Property**”) legally described in **Exhibit “A”** attached hereto and made a part hereof.

B. PG&E is the owner of that certain easement and right-of-way (the "**Easement**") for the underground gas distribution facilities pursuant to an **Easement** obtained in 1979 (Book 7441 of Official Records, Page 218; LD 2213-21-0029). In 2020, the easement was modified to support the development located on the property at 1255 Hoblitt Avenue in the City of Clovis (APN No 498-140-33S) in the County of Fresno, as set forth in the Easement Modification Agreement dated July 6, 2020 and recorded as Document No. 2022-007769 of Official Records, Fresno County Records, (LD 2213-21-10075).

The portion of the Property encumbered by the Easement is hereinafter referred to as the "**Easement Area.**" The **Easement**, provides in part that "First party shall not erect or construct any building or other structure or drill or operate any well within said parcel of land.

C. Owners have constructed a Concrete Block Masonry Trash Enclosure including other improvements associated therewith (the "**Improvements**") on the Easement Area, the construction of which violates the prohibition against buildings or other structures contained in the Easement. The portion of the Easement Area upon which the improvements were constructed (the "**Encroachment Area**") is outlined by the heavy dashed lines and shown on the map labeled **Exhibit "B"** attached hereto and made a part hereof.

D. Owners have requested that PG&E grant permission for the construction of the Improvements within the Easement Area. PG&E has determined that the Improvements, to be constructed pursuant to plans and specifications approved by PG&E, do not interfere with the present full use of the Easement Area by PG&E, and PG&E is therefore willing to agree to allow such encroachment on the Easement Area on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owners and PG&E hereby agree as follows:

1. Consent to Encroachment. Notwithstanding the prohibition in the Easement, PG&E hereby consents to the encroachment of the Improvements onto the Easement Area by approximately 25 feet, in the manner and location as more specifically set forth in Exhibit "B" subject to the terms and conditions set forth herein. In addition, Owners shall have the right of ingress and egress over the Easement Area to obtain access to the Encroachment Area and the Improvements when necessary to fulfill Owners' obligations under this Agreement, in such areas as PG&E determines, in its sole and absolute discretion, will occasion the least practicable damage and inconvenience to PG&E, its facilities and operations.

2. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and Owners shall not commence any activity hereunder, unless and until PG&E notifies Owners in writing of receipt of final, unconditional, and unappealable approval of this Agreement by the California Public Utilities Commission (the "**CPUC**") and that the terms and conditions of such CPUC approval are satisfactory to PG&E in its sole and absolute discretion. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC (Disposition Letter Advice Letter Decision) _____, in like manner as though said provisions were set forth in full herein.

3. Termination; Restoration. **PG&E may terminate Owners' rights under this Agreement, at any time, upon ninety (90) days written notice to the Owners, if PG&E, in its sole and absolute discretion, should determine that Owners' use of the Easement Area is inconsistent with PG&E's operational needs in the future, or in any way interferes with, impairs or otherwise impedes PG&E's full use of facilities installed or that may be installed by PG&E in the vicinity of the Easement Area. Upon such termination, Owners, at Owners'**

sole cost and expense, shall remove all Improvements that encroach upon the Easement Area and shall repair and restore the Easement Area as nearly as possible to the condition that existed prior to the construction of said Improvements. Owners shall pay the entire cost of such removal and restoration, and PG&E shall have no liability for any costs caused by or related to any such termination. If Owners fail to remove all Improvements that encroach onto the Easement Area or fail to repair or restore the Property within said ninety (90) day period, PG&E may perform such removal, repair or restoration as necessary and recover such costs and expenses therefore from Owners. Owners agree to allow access to PG&E onto the Property for such purpose, and Owners shall pay all such costs and expenses within ten (10) days of receipt of an invoice therefore. Owners further acknowledge that PG&E's termination right shall not be affected by any Improvements that Owners have made to the Easement Area, regardless of the nature or extent of those Improvements. Owners understand and agree that notwithstanding that Owners may have made a substantial investment in such improvements, Owners shall not be entitled to any compensation whatsoever for the termination of Owners' rights under this Agreement by PG&E. (Owners to initial here _____, _____).

4. Indemnification; Release.

(a) Indemnification. Owners shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries and affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an “**Indemnitee**” and collectively, “**Indemnitees**”) from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, “**Claims**”), which arise from or are in any way connected with the occupancy or use of the Easement Area by Owners or Owners' contractors, agents, or invitees, or the exercise by Owners of its rights hereunder, or the performance of, or failure to perform, Owners' duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of PG&E; (2) injury to property or other interest of PG&E, Owners or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all legal requirements relating to human health or the environment, and including any liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnitee, any Claim arising from the sole, active negligence or willful misconduct of such Indemnitee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Owners are obligated to indemnify or provide a defense hereunder, Owners upon written notice from PG&E shall defend such action or proceeding at Owners' sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Release. Owners accept all risk relating to its occupancy and use of the Easement Area. PG&E shall not be liable to Owners for, and Owners hereby waive, release, exonerate, discharge and covenant not to sue PG&E and the other Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to any occurrence on or about the Easement Area, the condition of Easement Area, the use or occupancy of the Easement Area by Owners, or PG&E's operation and

maintenance of PG&E's facilities in the vicinity of the Easement Area, except in the case of any Indemnitee, any injury, damage, or loss arising from the sole, active negligence or willful misconduct of such Indemnitee.

5. Compliance with Laws. Owners shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, with the conditions of any permit, relating to Owners' use or occupancy of the Easement Area.

6. Alterations. Except for the Improvements authorized pursuant to this Agreement, Owners shall not construct any additional buildings or structures on the Easement Area, nor shall Owners make any alteration, addition or improvement to the Easement Area that would increase the Encroachment Area, either horizontally or vertically.

7. Damage or Destruction. In the event that the Improvements which encroach onto the Easement Area shall be destroyed or demolished, Owners shall not rebuild the Improvements on any part of the Easement Area except pursuant to plans and specifications approved by PG&E.

8. Condition of Easement Area. Owners accept the Encroachment Area and the Easement Area in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Easement Area. Owners understand that numerous hazards, environmental or otherwise, may be located in, on, or underlying the Easement Area, and that hazardous materials may be used in connection with PG&E facilities that may be operated in the Easement Area, and agrees that entry onto the Easement Area is at Owners' sole risk and expense

9. Maintenance. Owners shall be responsible for the maintenance of the Improvements in good condition and repair, and Owners shall coordinate all activities regarding the maintenance of the Improvements to reasonably minimize any interference with the use by PG&E of the Easement Area, and Owners shall conduct its activities in such a manner so as not to endanger the Easement, the environment and human health and safety. Owners shall be responsible for remediation of any hazardous materials release caused by Owners, and to clean and remove debris and/or promptly repair any damages to the Easement Area following any entry or activity by Owners, returning the Easement Area to a like or better condition.

10. Reserved Rights. PG&E reserves the right to use the Easement Area for such purposes as it may deem necessary or appropriate if, and whenever, in the interest of its service to its patrons or consumers or the public, it shall appear necessary or desirable to do so. Furthermore, PG&E reserves the right to restrict access to the Easement Area if emergency repairs or maintenance are required to PG&E facilities in the vicinity of the Easement Area.

11. Insurance. Prior to the Effective Date of this Agreement, Owners shall procure, and thereafter Owners shall carry and maintain in effect at all times the following insurance: Worker's Compensation in compliance with applicable labor codes, acts, laws or statutes, state or federal, where Owners perform work and Employer's Liability insurance with limits not be less than \$1,000,000 for injury or death, each accident; Commercial General Liability for bodily injury and property damage with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate;

Business Auto, code 1 “any auto” combined single limit no less than \$1,000,000 each accident. Owners are also responsible for causing its agents, contractors and subcontractors to comply with the insurance requirements of this Agreement at all relevant times.

12. Notice. Any notices or communications hereunder shall be in writing and shall be personally delivered or sent by first class mail, certified or registered, postage prepaid, or sent by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at its address or addresses listed below, or to such other address or addresses for a party as such party may from time to time designate by notice given to the other party. Notices shall be deemed received, if sent by personal delivery upon actual receipt by the party being sent the notice, or on the expiration of three (3) business days after the date of mailing, or on the following business day if sent by overnight courier

If to PG&E:

Manager, Encroachment Management
Pacific Gas and Electric Company
6111 Bollinger Canyon Road
San Ramon, CA 94583

With a copy to:

Pacific Gas and Electric Company
P.O. Box 7442, Mail Code B30A
San Francisco, California 94120
Attention: Grant Guerra

If to Owners:

Douglas M. Smith & Company, C.P.A.
2767 East Shaw Ave #102
Fresno, Ca 93710

13. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

14. Entire Agreement. This Agreement and the Grant of Easement, supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended except by a written agreement executed by the parties.

15. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns (subject to the provisions of Section 17 below). No assignment or delegation by Owners, whether by operation of law or otherwise, shall relieve Owners of any of its

duties, obligations or liabilities hereunder, in whole or in part. The covenants of Owners hereunder shall run with the land.

16. Assignment. This Agreement and the rights of Owners hereunder are appurtenant to the Property presently owned by Owners and may not be separately assigned, transferred, conveyed or encumbered. Any purported assignment, transfer, conveyance or encumbrance violating the foregoing condition shall be void and of no effect.

17. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment.

18. Survival of Obligations. Owners' obligations under Sections 3 and 4 of this Agreement, and all representations, warranties, indemnities or other provisions which by their nature survive termination shall survive the exercise of PG&E's termination rights pursuant to Section 3 of this Agreement.

19. No Waiver. No waiver with respect to any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. No waiver of any provision of this Agreement by a party shall be construed as a waiver of any subsequent breach or failure of the same term or condition, or as a waiver of any other provision of this Agreement.

20. Captions. The captions in this Agreement are for reference only and shall in no way define or interpret any provision hereof.

21. Counterparts. This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

22. Recording. Owners hereby consent and agree to the recording by PG&E of this Agreement against the Property. Owners agree to sign any additional documents reasonably required to complete such recording.

23. Ratification of Grant of Easement. Except as modified by this Agreement in regard to the Easement Area, all of the terms, conditions and provisions of the Grant of Easement shall remain in full force and effect and are hereby ratified and confirmed. To the extent the terms of the Grant of Easement are inconsistent with this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

"PG&E"

"Owners"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

Douglas Smith and Suzanne Smith, trustees of
the Douglas and Suzanne Smith Family Trust

Shannon Koontz-Monis
Manager, Land Rights

Douglas Smith, trustee

Suzanne Smith, trustee

Exhibit A

Parcel "C" of Parcel Map No. 77-17, as said parcel is shown on the map filed for record in Book to of Parcel Maps at page 32, Fresno County Records.

Exhibit B

LEGEND

- PROPERTY LINE
- - - EASEMENT STRIP
- - - ADJACENT PROPERTY LINE

PARCEL "B"
APN: 498-140-325

PARCEL "C"
OF PARCEL MAP NO. 77-17
BK. 20, AT PG. 32 OF PM
FRESNO COUNTY

EASEMENT PER
LD #2213-21-0113

EASEMENT MODIFICATION AGREEMENT
PER LD# 2213-21-10078

APN: 498-140-335

EXISTING 10' WIDE UTILITY EASEMENT
REC. IN BK. 7441, PG. 218
(LD# 2213-21-0029)

PROPOSED TRASH
ENCLOSURE ENCRDACHES
INTO 10' WIDE EASEMENT STRIP

SEE DETAIL

5'

2.5'

10'

10'

5'

10'

5'

Encroachment Area

PARCEL "D"
APN: 498-140-345

370' TO C/L OF SUNNYSIDE AVE

DETAIL
NOT TO SCALE

PARCEL "E"

HOBLITT AVE

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

SITE ADDRESS:

1255 HOBLITT AVE
CLOVIS, CA.

SCALE
1"=30'

DATE
04/22/2022

SECTION 9	TOWNSHIP 13 N.	RANGE 21 W.	MERIDIAN M.D.M. & M	COUNTY OF: FRESNO	CITY OF: CLOVIS
PLAT MAP 3805-H4 (GAS)				F.B.:	DR.BY: lcp9
REFERENCES LD 2213-21-0029				PG&E	KERN DIVISION
				PM 41964596	CH.BY: rds0
				AUTHORIZ	N/A
				DRAWING NO.	

Southern Area
Land Service Office
Operating Department, Gas Distribution
USGS location Sec. 9, T13S., R.21E., MDB&M
FERC License Number(s)
PG&E Drawing Number 35125364-1
PLAT NO. 3805-H4
LD NO. 2213-21-0029, 2213-21-0113 & 2213-21-10075
Type of Interest, Gas and Pipeline Easement (4)
SBE Parcel Number
PM #: 35125364
JCN:
County: Fresno
Utility Notice Numbers
851 Approval Application No. _____ Resolution _____
Prepared By: RDS0
Checked By: TRPC
Revision Number

Note:

Attachment 2

Original Easement

AFTER RECORDING
RETURN TO:

0013-21-0009
FOR RECORDER'S USE ONLY

PACIFIC GAS AND ELECTRIC COMPANY
Land Department

1401 Fulton, Room 512
Fresno, California 93721

Location: Clovis

Recording Fee: 6.00

Documentary Transfer Tax: None

Computed Full Value of Property Conveyed, or

Computed Full Value Less Liens & Encumbrances
Remaining at Time of Sale

Signature: *Wally J. Strong*
Declarant or Agent Determining Tax

432

BOOK 7441 PAGE 218

RECORDED IN OFFICIAL RECORDS OF
FRESNO COUNTY, CALIFORNIA,
AT 12 MIN. PAST 3 P.M.
JAN 2 1980
GALEN LARSON,
County Recorder
FEE \$ 6

EASEMENT

LARRY L. FULLER and LINDA L. FULLER, husband and wife,
ED ORTENZIO and LINDA ORTENZIO, husband and wife,

First party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,

second party, the right from time to time to construct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the City of Clovis County of Fresno, State of California, described as follows:

Parcel C, as said parcel is shown on Parcel Map No. 77-17, filed for record in Book 29 of Parcel Maps at page 32, Fresno County Records.

Said facilities shall consist of:

One or more underground pipes with suitable service pipes and connections for the conveyance of gas shall be installed within the parcel of land outlined by the heavy dashed lines upon the print of second party's drawing No. 4490-E attached hereto and made a part hereof.

BOOK 7441 PAGE 219

First party shall not erect or construct any building or other structure or drill or operate any well within said parcel of land.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF first party has executed these presents this 20th day of November, 1979.

San Joaquin (F)
W03-4958-C (G-08907)
Plat No. 3805-H4
T. 13S., R. 21E.,
M.D.B.&M.
Section 9
NE4 of SW4

Larry V. Fuller
Larry V. Fuller
Linda L. Fuller
Linda L. Fuller
Ed Ortenzio
Ed Ortenzio
Linda Ortenzio
Linda Ortenzio

Executed in the presence of:
Mina Fuentes
WITNESS

Witnessed By:
Christina Fanning
Christina Fanning

Prepared T.O.B./G.R.
Checked RW

FOR NOTARY'S USE ONLY

TO 1950 CA (8-74)
(Witness - Individual)

STATE OF CALIFORNIA }
COUNTY OF Friend } SS.

On November 26th 1979 before me, the undersigned, a Notary Public, in and for said State, personally appeared Christina Fanning, known to me to be the person whose name is subscribed to the within Instrument, as a Witness thereto, who being by me duly sworn, deposes and says:

That she resides in Friend, and that she was present and saw Larry V. Fuller, Linda L. Fuller, personally known to her, to be the same person as described in and whose names are subscribed to the within and annexed instrument execute the same; and she acknowledged to said affiant that they executed the same; and that affiant subscribed her name thereto as a Witness to said execution.

WITNESS (my hand and official seal)
Signature Mina Fuentes



(This area for official notarial seal)

TO 1950 CA (8-74)

(Witness - Individual)

STATE OF CALIFORNIA

COUNTY OF Fresno } SS.

On December 26, 1949, before me, the undersigned, a Notary Public, in and for said State, personally appeared Christina Lanning known to me to be the person whose name is subscribed to the within Instrument, as a Witness thereto, who being by me duly sworn, deposes and says:

That she resides in Fresno

and that she was present and saw

Ed Ortega & Lida Ortega

personally known to her to be the same person as

described in and whose names are subscribed to the within

and annexed instrument execute the same; and she

acknowledged to said affiant that they executed the same;

and that affiant subscribed her name thereto as a

Witness to said execution.

WITNESS my hand and official seal.

Signature Mina Fuentes



STAPLE HERE



(This area for official notarial seal)

Attachment 3

Easement Modification

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

Fresno County Recorder
Paul Dictos, CPA

2022-0057769

Recorded at the request of:
CSC, LOGAN

05/03/2022 10:00 53
Titles: 1 Pages: 7
Fees: \$37.00
CA SB2 Fees: \$75.00
Taxes: \$0.00
Total: \$112.00

Signature of declarant or agent determining tax

LD 2213-21-10074

(SPACE ABOVE FOR RECORDER'S USE ONLY)

AGREEMENT

EASEMENT MODIFICATION AGREEMENT

DOUGLAS M. SMITH and SUZANNE D. SMITH, husband and wife,

hereinafter called first party, make this agreement with PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, affecting the lands of first party, situate in the City of Clovis, County of Fresno, State of California, and described as follows:

(APN 498-140-33S)

The parcel of land described in the deed from Gilbert De La Pena to Douglas M. Smith and Suzanne D. Smith dated December 7, 2016 and recorded as Document No. 2017-0020771, Fresno County Records.

Second party is the owner of the following right of way and easement across first party's said lands:

The rights within the strip of land described and designated in the deed from Larry L. Fuller and Linda L. Fuller, and Ed Ortenzia and Linda Ortenzio to Pacific Gas and Electric Company dated December 20, 1979 and recorded in Book 7441 of Official Records at Page 218, Fresno County Records.

Second party desires, and first party is willing, to modify the right of way and easement set forth in said document dated December 20, 1979 as follows:

- A. The parcel of land outlined by the heavy dashed lines upon the print of second party's Drawing No. 4490-E in said document dated December 20, 1979 shall be, and hereby is, changed to the strip of land described as follows:

The strips of land outlined by heavy dashed lines on the print of second parties Drawing No. 35125364 attached hereto and made a part hereof.

- B. The parties furthermore hereto agree to modify said document dated December 20, 1979 by adding the following paragraph

First party further grants to second party the right, from time to time, to trim or to cut down, without first party 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 first party may interfere with or be a hazard to the facilities installed hereunder, or as first party deems necessary to comply with applicable state or federal regulations.

First party also grants to second party 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.

Second party agrees that on receiving a request in writing, it will at first parties expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strip of land.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration paid to first party by second party, the receipt of which is hereby acknowledged, the parties hereto agree that the right of way and easement set forth in said document dated December 20, 1979 shall be modified in the manner and to the extent hereinbefore stated and first party does hereby grant to second party the rights necessary to effect such modification.

Except as expressly set forth herein, this agreement shall not in any way alter, modify, or terminate any provision of said document dated December 20, 1979.

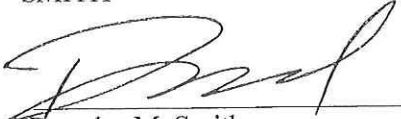
The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Pacific Gas and Electric Company pursuant to Section 8730 (c) of the Business and Professions Code.

This agreement 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.


This agreement 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.

IN WITNESS WHEREOF the parties hereto have executed this agreement this 6 day of July 6, 2020.

First Party:
DOUGLAS M. SMITH and SUZANNE D. SMITH

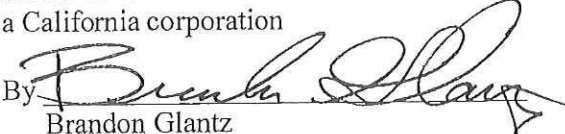


Douglas M. Smith



Suzanne D. Smith

Second Party:
PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By 

Brandon Glantz
Land Surveying and Engineering
Support South Valley

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 FRESNO)

On July 6, 2020, before me, John Verrastro, Notary Public
Here insert name and title of the officer
personally appeared Douglas M. Smith
Suzanne D. Smith

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.



John Verrastro
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 _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Fresno)

On July 16, 2020 before me, Cathy Rodriguez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Brandon Glantz
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is 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 Cathy Rodriguez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



T 13 S, R 21 S,
MDB&M
SEC 9, NE ¼
OF THE SW ¼

PROPOSED
BUILDING

DOUGLAS AND SUZANNE SMITH
DOC NO. 2017-0020771
FRESNO COUNTY
APN: 498-140-32S

PARCEL B
29 PM 32

APN: 498-140-32S

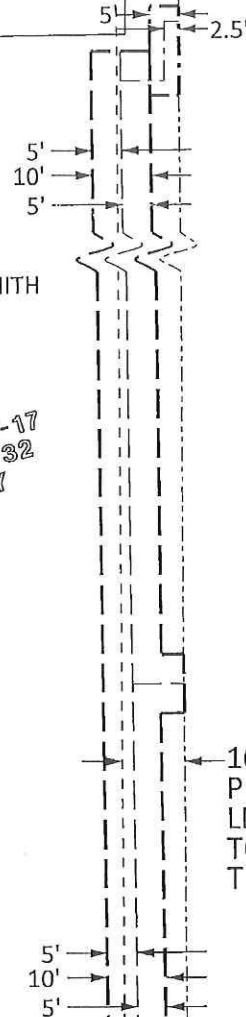
PARCEL C
PARCEL MAP NO 77-17
BK 29 OF PM PG 32
FRESNO COUNTY

PARCEL D

APN: 498-140-34S

LEGEND

- BOUNDARY LINE
- PROPOSED BUILDING
- [- - - -] APPROXIMATE LOCATION OF THE 10' WIDE UTILITY EASEMENT
- APPROXIMATE CENTER LINE OF THE 10' WIDE UTILITY EASEMENT
- [- - - -] APPROXIMATE LOCATION OF THE 5' WIDE UTILITY EASEMENT
- APPROXIMATE CENTER LINE OF THE 5' WIDE UTILITY EASEMENT
- LIMITS OF 10' WIDE UTILITY EASEMENT TO BE MODIFIED PER THIS DOCUMENT



10' UTILITY EASEMENT
PER BK 7441, PG 218,
LD 2213-21-0029
TO BE MODIFIED BY
THIS DOCUMENT

HOBLOTT AVE (430' TO SUNNYSIDE AVE) →

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

Applicant: DOUGLAS M. AND SUZANNE SMITH				SCALE N.T.S.	DATE 6/25/2020
SECTION 9	TOWNSHIP 13	RANGE 21	MERIDIAN MDB&M	COUNTY OF: FRESNO	CITY OF: CLOVIS
PLAT MAP REFERENCES GAS PLAT 3805-H4 LD 2213-21-0029				F.B.: C9B2	DR.BY: C9B2 CH.BY: VXX1
PG&E				FRESNO DIVISION	114898317 AUTHORIZ 35125364 DRAWING NO.

Attach to LD: 2213-21-10078
Area, Region or Location: 4
Land Service Office: Fresno
Line of Business: Gas Distribution (53)
Business Doc Type: Easements
MTRSQ: 22.13.21.09.31,
FERC License Number: N/A
PG&E Drawing Number: 35125364
Plat No.: GAS PLAT 3805-H4
LD of Affected Documents: 2213-21-0029
LD of Cross Referenced Documents: N/A
Type of interest: Gas and Pipeline Easements (5)
SBE Parcel: N/A
% Being Quitclaimed: N/A
Order or PM: 35125364
JCN: N/A
County: Fresno
Utility Notice Number: N/A
851 Approval Application No: N/A ;Decision: N/A
Prepared By: C9B2
Checked By: VXX1
Approved By: R1LS
Revised by: C9B2

Attachment 4

CEQA Exemption

Pearson, Timothy

From: Lily Cha <lilyc@ci.clovis.ca.us>
Sent: Monday, April 18, 2022 10:07 AM
To: Sean Smith
Subject: SPR2017-025 Environmental Exemption

Hi Sean,

SPR2017-025 is exempt from CEQA under section 21080(b)(1) and 15268 of CEQA guidelines, and section 9.56.060 of the City's Municipal Code for ministerial project. Please let me know if anything else is required.

Thanks,



Lily Cha, MPA | Associate Planner
City of Clovis | Planning Division
p. 559.324.2335 | f. 559.324.2844
lilyc@cityofclovis.com



**PG&E Gas and Electric
Advice Submittal List
General Order 96-B, Section IV**

AT&T
Albion Power Company

Alta Power Group, LLC
Anderson & Poole

Atlas ReFuel
BART

Barkovich & Yap, Inc.
Braun Blasing Smith Wynne, P.C.
California Cotton Ginners & Growers Assn
California Energy Commission

California Hub for Energy Efficiency
Financing

California Alternative Energy and
Advanced Transportation Financing
Authority
California Public Utilities Commission
Calpine

Cameron-Daniel, P.C.
Casner, Steve
Center for Biological Diversity

Chevron Pipeline and Power
City of Palo Alto

City of San Jose
Clean Power Research
Coast Economic Consulting
Commercial Energy
Crossborder Energy
Crown Road Energy, LLC
Davis Wright Tremaine LLP
Day Carter Murphy

Dept of General Services
Don Pickett & Associates, Inc.
Douglass & Liddell

East Bay Community Energy Ellison
Schneider & Harris LLP
Engineers and Scientists of California

GenOn Energy, Inc.
Goodin, MacBride, Squeri, Schlotz &
Ritchie
Green Power Institute
Hanna & Morton
ICF
International Power Technology

Intertie

Intestate Gas Services, Inc.
Kelly Group
Ken Bohn Consulting
Keyes & Fox LLP
Leviton Manufacturing Co., Inc.

Los Angeles County Integrated
Waste Management Task Force
MRW & Associates
Manatt Phelps Phillips
Marin Energy Authority
McClintock IP
McKenzie & Associates

Modesto Irrigation District
NLine Energy, Inc.
NRG Solar

OnGrid Solar
Pacific Gas and Electric Company
Peninsula Clean Energy

Pioneer Community Energy

Public Advocates Office

Redwood Coast Energy Authority
Regulatory & Cogeneration Service, Inc.

Resource Innovations

SCD Energy Solutions
San Diego Gas & Electric Company

SPURR

San Francisco Water Power and Sewer
Sempra Utilities

Sierra Telephone Company, Inc.
Southern California Edison Company
Southern California Gas Company
Spark Energy
Sun Light & Power
Sunshine Design
Stoel Rives LLP

Tecogen, Inc.
TerraVerde Renewable Partners
Tiger Natural Gas, Inc.

TransCanada
Utility Cost Management
Utility Power Solutions
Water and Energy Consulting Wellhead
Electric Company
Western Manufactured Housing
Communities Association (WMA)
Yep Energy