#### PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE SAN FRANCISCO, CA 94102-3298



May 25, 2016

**Advice Letter 3705-G** 

Erik Jacobson Director, Regulatory Relations Pacific Gas and Electric Company 77 Beale Street, Mail Code B10C P.O. Box 770000 San Francisco, CA 94177

Subject: 1820 Queens Avenue, Yuba City, California Encroachment –

Request for Approval Under Section 851 and G.O. 173

Dear Mr. Jacobson:

Advice Letter 3705-G is effective as of May 11, 2016.

Sincerely,

Edward Randolph

Director, Energy Division

Edward Randoft



**Erik Jacobson**Director
Regulatory Relations

Pacific Gas and Electric Company 77 Beale St., Mail Code B10C P.O. Box 770000 San Francisco, CA 94177

Fax: 415.973.7226

April 21, 2016

#### Advice 3705-G

(Pacific Gas and Electric Company ID U 39 G)

Public Utilities Commission of the State of California

**Subject:** 1820 Queens Avenue, Yuba City, California Encroachment – Request

for Approval Under Section 851 and General Order 173

### **Purpose**

Pacific Gas and Electric Company ("PG&E") requests approval under Public Utilities Code Section 851 ("Section 851") to enter into an Encroachment Agreement ("Agreement") with Juan Carlos Landeros ("Owner"), permitting the Owner to use and maintain an existing roof overhang ("Improvements") within an easement and right-of-way owned by PG&E. The portion of the easement encumbered by the Improvements is referred herein as the "Encroachment Area." A copy of the Agreement, including Improvement details, is attached hereto as **Attachment 1**. PG&E has inspected the Encroachment Area and has determined that the encroachments do not interfere with PG&E's operations or PG&E's ability to provide safe and reliable utility service to its customers. In addition, granting this encroachment will not be adverse to the public interest.

#### **Background**

PG&E's Community Pipeline Safety Initiative involves inspecting the area above PG&E's gas pipeline system (also known as the right-of-way) for items like sheds and trees which can interfere with PG&E's ability to maintain, inspect and safely operate its system. Rights-of-way create a shared responsibility between PG&E and property owners to maintain the area above the pipeline. Pipeline rights-of-way on private property are documented in a written and publicly-recorded easement, which gives limited rights to make use of property owned by another.

In the subject transaction, the Owner is the fee title owner of a residential home located at 1820 Queens Avenue, Yuba City, California ("Property"). A copy of the Owner's grant deed is attached hereto as **Attachment 2**. PG&E has owned an easement and right-of-way since 1989 (see Attachment 3). During PG&E's Community Pipeline Safety Initiative inspection, PG&E discovered that the Owner constructed Improvements encroaching on PG&E's easement without PG&E's

knowledge. The encroaching improvements consist of an existing roof overhang encroaching onto PG&E's 20 foot wide easement by varying dimensions between approximately 0.80 to 1.53 feet (see Detail "A" of Exhibit "B" in Attachment 1). The easement prohibits the construction of such Improvements that encroach into the air space within the easement, even if no physical encroachment exists. In light of this unintended encroachment, the Owner has requested to enter into the Agreement requesting that PG&E grant it permission to maintain and use the Improvements within the Easement Area.

PG&E has conducted an inspection of the Property and determined that the Improvements, as constructed pursuant to the plans and specifications in the Agreement, do not interfere with PG&E's full use of the Easement Area. In short, the Improvements are not directly over PG&E's pipeline and do not impede full access to PG&E's utility lines. For this reason, the encroachments do not affect the safety and reliability of PG&E's gas operations in the area. PG&E can currently access its pipeline for any maintenance or safety-related work if necessary. Therefore, PG&E is willing to agree to allow such encroachment within the Easement Area, subject to the terms and conditions described in the Agreement, and request Commission approval to enter into the Agreement, more specifically described in **Attachment 1**.

Among the terms and conditions of the Agreement, PG&E reserves the right to use the Encroachment Area at any time and for any purposes it deems necessary or appropriate when in the interest of its service to its patrons or consumers or the public. *Id.*, Section 10. Further, the Agreement prohibits the Owner from altering the Improvements, rebuilding in the event the Improvements are demolished or destroyed, and the Owner agrees to maintain the Improvements which encroach onto the Easement Area. *Id.*, Sections 6, 9. PG&E also retains the "sole and absolute discretion" to terminate the Owner's rights to encroach into the easement area at any time, should PG&E determine that the owners use of the Encroachment Area is inconsistent with PG&E operations "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." *Id.*, Section 3.

For the above reasons, the Commission should approve this Section 851 request to grant the Owner ability to continue use of property in the Encroachment Area, and find that doing so is not adverse to the public interest because it will not impair PG&E's provision of safe and reliable utility service.

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 Darren P. Roach Law Department P.O. Box 7442 San Francisco, CA 94120

San Francisco, CA 94120 Telephone: (415) 973-6345 Facsimile: (415) 973-5520 Email: DPRC@pge.com Juan Carlos Landeros 1820 Queens Avenue Yuba City, CA 95993 (707) 620-8374

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

The Owner is the fee title owner of certain real property within the City of Yuba City, County of Sutter, State of California. The Property is located at 1820 Queens Avenue, Yuba City, California and is designated as Assessor's Parcel Number (APN) 59-560-020, more specifically described in Attachment 1.

PG&E is the owner of an easement and right-of-way for pipelines for conveying gas, consisting of a strip of land in the width of 20 feet. A more specific description of the easement can be found in Attachment 3.

# (c) Intended Use of the Property:

The Easement expressly prohibits construction of any buildings or structures within the Easement, including air space above the Easement area. The Improvements at issue encroach only into air space above the Easement area. The Improvements were previously constructed without PG&E's knowledge or consent and are currently being used and maintained by the Owner. Notwithstanding the prohibition in the Easement, PG&E consents to the encroachment of the Improvements onto the Easement Area by varying dimensions between approximately 0.80 to 1.53 feet, in the manner and location as more specifically set forth in Detail "A" of Exhibit "B", subject to the terms and conditions set forth in the Agreement.

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

PG&E is not collecting any use fees associated with granting the Agreement. The Improvements within the Easement Area do not rise to the level of a right that has any realizable 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:

The transaction will not impact PG&E's ability to provide safe and reliable service to its customers and public at-large. The transaction will not have any impact on PG&E's rate base.

(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:

Not Applicable.

(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:

Not Applicable.

(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 pubic 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.

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

No information is readily available other than what has already been included within this advice letter filing.

## (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.

# (1), (2) Not a "Project" Under CEQA

If the transaction is not a "project" under CEQA, please explain why.

Approval of this Encroachment Agreement is not a project for purposes of CEQA review as no physical change to the property will result from the approval of this Encroachment Agreement, as the Improvements have already been constructed.

# **Protests**

Anyone wishing to protest this filing may do so by sending a letter by May 11, 2016, which is 20 days from the date of this filing. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. Protests should be mailed to:

CPUC Energy Division ED Tariff Unit 505 Van Ness Avenue, 4<sup>th</sup> Floor San Francisco, California 94102

Facsimile: (415) 703-2200

E-mail: EDTariffUnit@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile, if possible) at the address shown below on the same date it is mailed or delivered to the Commission:

Erik Jacobson
Director, Regulatory Relations
c/o Megan Lawson
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-7226 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, telephone number, postal address, and (where appropriate) 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 filing become effective on May 21, 2016, which is 30 days from the date of filing.

# **Notice**

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and/or via U.S. mail to parties shown on the attached list. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process\_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: http://www.pge.com/tariffs.

Erik Jacobson Director, Regulatory Relations

cc: Service List Appendix A

# **Attachments**

Attachment 1 – Encroachment Agreement
Attachment 2 – Property Details and Owner's Grant Deed
Attachment 3 – PG&E's Easement

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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

Brewster Fong Office of Ratepayer Advocates 505 Van Ness Avenue San Francisco, CA 94102 (415) 703- 2187 bfs@cpuc.ca.gov

Andrew Barnsdale Energy Division 505 Van Ness Avenue San Francisco, CA 94102 (415) 703-3221 bca@cpuc.ca.gov Juan Carlos Landeros 1820 Queens Avenue Yuba City, CA 95993 (707) 620-8374

Donna M. Johnston Sutter County Clerk-Recorder 433 Second Street Yuba City, CA 95991 (530) 822-7134

# CALIFORNIA PUBLIC UTILITIES COMMISSION

# ADVICE LETTER FILING 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:	Contact Person: Jennif	fer Wirowek		
□ ELC   ☑ GAS	Phone #: (415) 973-1419			
□ PLC □ HEAT □ WATER	E-mail: J6ws@pge.com	m and PGETariffs@pge.com		
EXPLANATION OF UTILITY TY	PE	(Date Filed/ Received Stamp by CPUC)		
ELC = Electric GAS = Gas PLC = Pipeline HEAT = Heat W	VATER = Water			
Advice Letter (AL) #: 3705-G Subject of AL: 1820 Queens Avenue, Yuba City, California Encroachment - Request for Approval Under Section 851 and General Order 173				
Keywords (choose from CPUC listing): $\underline{\mathbf{Con}}$	npliance, Agreements			
AL filing type: $\square$ Monthly $\square$ Quarterly $\square$ Anne	ual 🗹 One-Time 🗆 Oth	er		
If AL filed in compliance with a Commission or	der, indicate relevant Deci	ision/Resolution #:		
Does AL replace a withdrawn or rejected AL? It	f so, identify the prior AL	: <u>No</u>		
Summarize differences between the AL and the I	orior withdrawn or rejecte	d AL:		
Is AL requesting confidential treatment? If so, w	hat information is the uti	lity seeking confidential treatment for: No		
Confidential information will be made available	to those who have execute	ed a nondisclosure agreement: <u>N/A</u>		
Name(s) and contact information of the person(s) information:	) who will provide the nor	ndisclosure agreement and access to the confidential		
Resolution Required? $\square$ Yes $\square$ No				
Requested effective date: May 21, 2016		No. of tariff sheets: $N/A$		
Estimated system annual revenue effect (%): $N/2$	<u>A</u>			
Estimated system average rate effect (%): <u>N/A</u>				
When rates are affected by AL, include attachme commercial, large C/I, agricultural, lighting).	ent in AL showing average	e rate effects on customer classes (residential, small		
Tariff schedules affected: <u>N/A</u>				
Service affected and changes proposed: <u>N/A</u>				
Pending advice letters that revise the same tariff sheets: $\underline{N/A}$				
Protests, dispositions, and all other correspondence regarding this AL are due no later than 20 days after the date of this filling, unless otherwise authorized by the Commission, and shall be sent to:				
California Public Utilities Commission	Pacifi	c Gas and Electric Company		
Energy Division At		ttn: Erik Jacobson		
EDTariffUnit		tor, Regulatory Relations egan Lawson		
505 Van Ness Ave., 4 <sup>th</sup> Flr.		ale Street, Mail Code B10C		
San Francisco, CA 94102 P.O. Box 770000				
		rancisco, CA 94177 il: PGETariffs@pge.com		

Advice 3705-G April 21, 2016

# Attachment 1 Encroachment Agreement

### RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY 6111 Bollinger Canyon, Mail Code BY1Y3A San Ramon, CA 94583 Attention: Manager- Encroachment Management

Signature of declarant or agent determining tax

APN 59-560-020 LD# 2115-03-

#### **ENCROACHMENT AGREEMENT**

This Encroachment Agreement (this "Agreement") is made and entered into this \_/\_ day of \_\_March\_\_\_\_, 2015 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "PG&E", and JUAN CARLOS LANDEROS, a single man, hereinafter called "Owner."

## **RECITALS**

- A. Owner is the fee title owner of certain real property within the County of Sutter, State of California, Assessor's Parcel Number 59-560-020 (hereinafter, the "**Property**") legally described in **Exhibit "A"** attached hereto and made a part hereof.
- B. PG&E is the owner of a certain easement and right-of-way (the "Easement") for a gas transmission pipeline and for all other purposes connected therewith, as set forth in the Grant of Easement dated October 25, 1989 and recorded in Book 1328 of Official Records at page 294, Sutter County Records which provides in part that "first party shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction on said strip, or diminish or substantially add to the ground cover over said pipe lines." The portion of the Property encumbered by the Easement is hereinafter referred to as the "Easement Area."
- C. Owner's existing structure is a roof overhang (the "Encroachment") within the Easement Area, the existence of which violates the prohibition against buildings or other structures

contained in the Easement. The Easement Area and the portion of the Easement Area subject to such encroachment (the "Encroachment Area") is Exhibit "B" attached hereto and made a part hereof.

D. Owner has requested that PG&E grant permission for the existence of the Encroachment within the Easement Area. PG&E has determined that the encroachment does 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, Owner and PG&E hereby agree as follows:

- 1. <u>Consent to Encroachment</u>. Notwithstanding the prohibition in the Easement, PG&E hereby consents to the **Encroachment** onto the Easement Area in the manner and location as more specifically set forth in **Exhibit "B"** subject to the terms and conditions set forth herein. In addition, Owner shall have the right of ingress and egress over the Easement Area to obtain access to the Encroachment Area 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 Owner shall not commence any activity hereunder, unless and until the California Public Utilities Commission (the "CPUC") approves this Agreement by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC), and 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 Decision \_\_\_\_\_\_ (Application No. \_\_\_\_\_\_), in like manner as though said provisions were set forth in full herein.
- 3. Termination; Restoration. PG&E may terminate Owner's rights under this Agreement, at any time, upon ninety (90) days written notice to the Owner, if PG&E, in its sole and absolute discretion, should determine that Owner's 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, Owner, at Owner's sole cost and expense, shall remove all Encroachments 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. Owner 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 Owner fails to remove all Encroachment 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 Owner. Owner agrees to allow access to PG&E onto the Property for such purpose, and Owner shall pay all such costs and expenses within ten

(10) days of receipt of an invoice therefore. Owner further acknowledges that PG&E's termination right shall not be affected by any Encroachments that Owner has made to the Easement Area, regardless of the nature or extent of those Encroachments. Owner understands and agrees that notwithstanding that Owner may have made a substantial investment in such encroachments, Owner shall not be entitled to any compensation whatsoever for the termination of Owner's rights under this Agreement by PG&E. (Owner to initial here) ().

### 4. Indemnification; Release.

- Indemnification. Owner shall, to the maximum extent permitted by law, (a) 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 Owner or Owner's contractors, agents, or invitees, or the exercise by Owner of its rights hereunder, or the performance of, or failure to perform, Owner's 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, Owner 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 Owner is obligated to indemnify or provide a defense hereunder, Owner 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. Owner accepts all risk relating to its occupancy and use of the Easement Area. PG&E shall not be liable to Owner for, and Owner hereby waives, releases, exonerates, discharges and covenants 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 Owner, 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. <u>Compliance with Laws</u>. Owner 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 Owner's use or occupancy of the Easement Area.
- 6. <u>Alterations</u>. Except for the Encroachments authorized to remain by this Agreement, Owner shall not construct any additional buildings or structures on the Easement Area, nor shall Owner make any alteration, addition or improvement to the Easement Area that would increase the Encroachment Area, either horizontally or vertically. Owner shall not drill, bore or excavate on the Easement Area except in connection with existence of the Encroachments pursuant to plans and specifications approved by PG&E, or a removal of the Encroachments as required by this Agreement.
- 7. <u>Damage or Destruction</u>. In the event that the Encroachments which encroach onto the Easement Area shall be destroyed or demolished, Owner shall not rebuild or encroach on any part of the Easement Area except pursuant to plans and specifications approved by PG&E.
- 8. <u>Condition of Easement Area</u>. Owner accepts 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. Owner understands 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 Owner's sole risk and expense.
- 9. <u>Maintenance</u>. Owner shall be responsible for the maintenance of the Encroachments in good condition and repair, and Owner shall coordinate all activities regarding the maintenance of the Encroachments to reasonably minimize any interference with the use by PG&E of the Easement Area, and Owner shall conduct its activities in such a manner so as not to endanger the Easement, the environment and human health and safety. Owner shall be responsible for remediation of any hazardous materials release caused by Owner, and to clean and remove debris and/or promptly repair any damages to the Easement Area following any entry or activity by Owner, 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. <u>Insurance</u>. Prior to the Effective Date of this Agreement, Owner shall procure, and thereafter Owner 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 Owner performs 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. <u>Notice</u>. 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 PG&E Land Management 6111 Bollinger Canyon Road, Mail Code BR1Y3A San Ramon, California 94583

With a copy to:

Pacific Gas and Electric Company P.O. Box 7442, Mail Code B3OA San Francisco, California 94120 Attention: Grant Guerra

If to Owners:

Juan Carlos Landeros 1820 Queens Ave. Yuba City, California 95993

- 13. <u>Governing Law</u>. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.
- 14. <u>Entire Agreement</u>. This Agreement and the Deed, 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. <u>Binding Effect</u>. 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 Owner, whether by operation of law or otherwise, shall relieve Owner of any of its

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

- 16. <u>Assignment</u>. This Agreement and the rights of Owner hereunder are appurtenant to the Property presently owned by Owner 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. <u>Survival of Obligations</u>. Owner's 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. <u>No Waiver</u>. 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. <u>Captions</u>. The captions in this Agreement are for reference only and shall in no way define or interpret any provision hereof.
- 21. <u>Counterparts</u>. 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. Owner hereby consents and agrees to the recording by PG&E of this Agreement against the Property. Owner agrees to sign any additional documents reasonably required to complete such recording.
- 23. <u>Ratification of Deed</u>. Except as modified by this Agreement in regard to the Property, all of the terms, conditions and provisions of the Deed shall remain in full force and effect and are hereby ratified and confirmed. To the extent the terms of the Deed 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"

"Owner"

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

By:

Robert L. Jones

Its:

Manager

**Encroachment Management** 

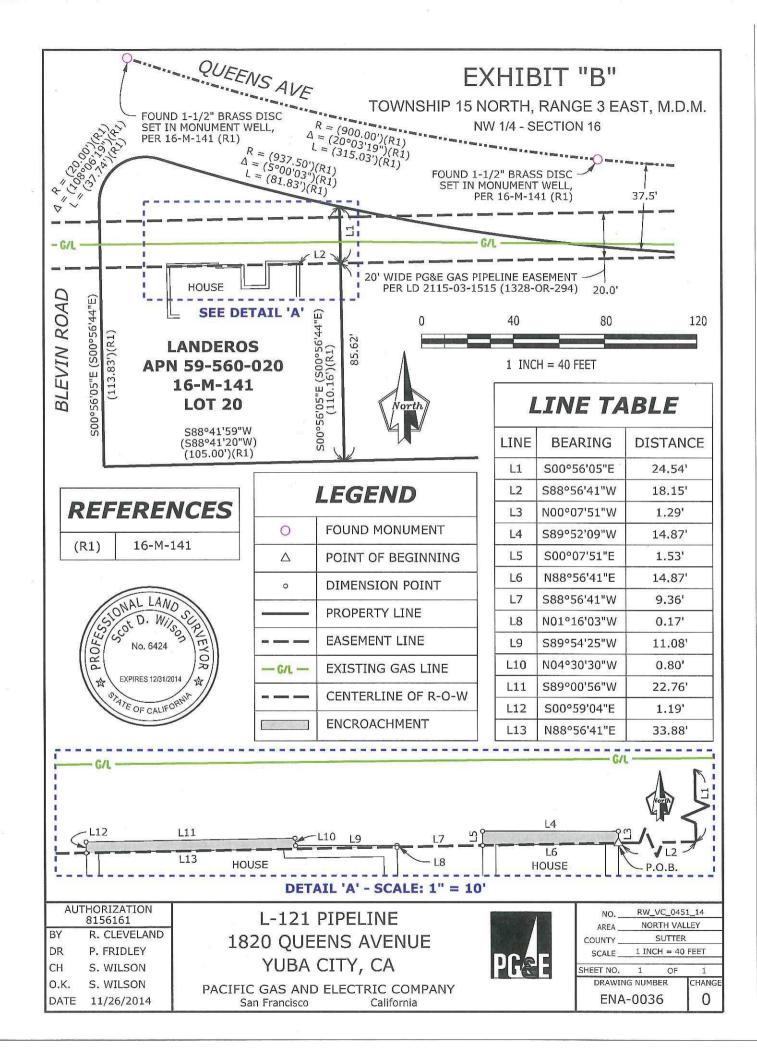
Juan Carlos Landeros

an/carles

# Exhibit "A"

The parcel of land described in the Grant Deed from James Hill and Rhea Hill, husband and wife as joint tenants, to Juan Carlos Landeros, a single man, recorded September 28, 2012 as Document #2012-0015806, Sutter County Records, described as follows:

Lot 20, as shown on the map entitled "Westside Estates" filed in the office of the County Recorder of Sutter County, California on December 15, 2003 in Book 16 of Surveys, at Pages 141, 142 and 143.



signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of Contra Costa )
On March 17, 2015, before me, Anthony Giglioth, Notary Public, Here insert name and title of the officer personally appeared Robert L. Jones
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.  ANTHONY GIGLIOTTI Commission # 1976876 Notary Public - California Contra Costa County My Comm. Expires Apr 30, 2016  (Seal)
Signature of Notary Public  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 Manager, Land Management

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 Sonoma )
On March 1), 2015, before me, James Guillen Ustary Public, Here insert name and title of the officer personally appeared Juan Carlos Landeros
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.  JAMIE GUILLEN Commission # 2048625 Notary Public - California Contra Costa County My Comm. Expires Dec 7, 2017  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

A notary public or other officer completing this certificate verifies only the identity of the individual who

Advice 3705-G April 21, 2016

# Attachment 2

**Property Details and Owner's Grant Deed** 



# 2012-0015806

RECORDING	REQUESTED	BY
First American	Title Company	,

AND WHEN RECORDED MAIL DOCUMENT TO:

Juan Carols Landeros 1820 Queens Avenue Yuba City, CA 95991

Recorded Official Records County of Sutter Donna M. Johnston Clerk Recorder	REC FEE	17.00 220.00
<b>08:00</b> AM 28-Sep-2012	MJ Page 1 of 2	

File No.: 5102-3824389 (KF)

Space Above This Line for Recorder's Use Only

A.P.N.: 59-560-020

# **GRANT DEED**

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$220.00; CITY TRANSFER TAX \$;  SURVEY MONUMENT FEE \$			
[	x	]	computed on the consideration or full value of property conveyed, OR
[		]	computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
Γ		٦	unincorporated area; [x] City of Yuba City, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, James Hill and Rhea Hill, husband and wife as joint tenants

hereby GRANTS to Juan Carols Landeros, a single man

the following described property in the City of Yuba City, County of Sutter, State of California:

LOT 20, AS SHOWN ON THE MAP ENTITLED "WESTSIDE ESTATES" FILED IN THE OFFICE OF THE COUNTY RECORDER OF SUTTER COUNTY, CALIFORNIA ON DECEMBER 15, 2003 IN **BOOK 16 OF SURVEYS, AT PAGES 141, 142 AND 143.** 

Mail Tax Statements To: SAME AS ABOVE

# Grant Deed - continued

Date: 09/25/2012

A.P.N.: 59-560-020	File No.: 5102-3824389 (KF)
Dated:	Rhea Hill
STATE OF <u>C'C</u> )SS COUNTY OF <u>Subject</u> )	
On Set 26 2012 , before me Public, personally appeared , before me	who proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) is/are subscribed to the	ne within instrument and acknowledged to me that zed capacity(ies), and that by his/her/their signature(s) on
I certify under PENALTY OF PERJURY under the laws of true and correct.	f the State of California that the foregoing paragraph is
WITNESS my hand and official seal.	R. A. BISHOP COMM. # 1886941 O SUTTER COUNTY OUT COUNTER OUT COU
Signature	COMM. EXPIRES APRIL 24, 2014
My Commission Expires:	This area for official notarial seal
Notary Name:	Notary Phone:
Notary Registration, Numbers	County of Principal Place of Rusiness:

Advice 3705-G April 21, 2016

Attachment 3

PG&E's Easement

GAS LINE TRANSMISSION

61-9611 REV, 4-72

AFTER RECORDING

FOR RECORDER'S USE ONLY

PACIFIC GAS AND ELECTRIC COMPANY

77 Beale Street スm H-シルロ San Francisco, California 94106 Attn: Land Dept. Title Administration Unit

Location: @ity/Upinc. Recording Fee Bir Documentary Transfer Tax \$ 3.85 pk

☑ Computed on Full Value of Property Conveyed, or Computed on Full Value Less Liens & Encumbrances

Remaining at Time of Sale,

Signature of declarant or agent determining tax

OFFICIAL RECORDS SUTTER COUNTY, CA. RECORD REQUESTED BY PACIFIC GAS & ELECTRIC CO. \*89 DEC 7 PM 2 04

**EASEMENT** 

Index

LONNA B. SMITH COUNTY RECORDER BOOK 1328PAGE 294FEE#/1.60

2000-1524 Line 121 Relocation

10 89 1 (SV 1.07)

CHARLES M. DEDEKER, as conservator of the person and estate of Frieda Louise Dedeker. CHARLES M. DEDEKER WESLEY W. DEDEKER and ANNA-MARIE STEVENSON,

hereinafter called first party, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the adequacy and receipt whereof are hereby acknowledged, hereby grants to second party the right to excavate for, install, replace (of the initial or any other size), maintain and use such pipe lines as second party shall from time to time elect for conveying gas, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipe lines, together with adequate protection therefor, and also a right of way, within the hereinafter described strip of those certain

lands which are situate in the......

(APN 18-100-007)

Lot 3 as shown on the Plat of the J. W. Ashley Subdivision filed for record October 2, 1928 in Book 5 of Surveys at page 71, Sutter County Records, being a portion of Section 16, Township 15 North, Range 3 East, M.D.B. & M.

The aforesaid strip is described as follows:

A strip of land of the uniform width of 20 feet lying contiguous to and northerly of the westerly prolongation of the southerly boundary line of Granada Homes Unit No. 2, as said unit No. 2 is shown on the map filed for record January 6, 1977 in Book 12 of Surveys at page 6. Sutter County Records, extending from the easterly boundary line of said Lot 3 westerly, approximately 363 feet (measured along the center line) to the westerly boundary line of said Lot 3.

First party also grants to second party the right to excavate for, install, replace, maintain and use such underground wires, cables, conduits, and other electrical conductors, appliances, fixtures and appurtenances as second party shall from time to time deem necessary for communication purposes, within said strip.

First party further grants to second party:

- (a) the right of ingress to and egress from said strip over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such routes as shall occasion the least practicable damage and inconvenience to first party and to use said roads, lanes or routes to provide access to second party's facilities on lands adjacent to said lands; provided that the rights granted in this paragraph shall not extend to any portion of said lands which is isolated from said strip by any public road or highway now crossing or hereafter crossing said lands; provided, further, that if any portion of said lands is or shall be subdivided and dedicated roads or highways on such portion shall extend to said strip, the rights granted by this paragraph on said portion shall be confined to such dedicated roads and highways;
- (b) the right to use such portion of said lands contiguous to said strip as may be reasonably necessary in connection with the installation and replacement of such pipe lines;
- (c) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on said strip and to trim and to cut down and clear away any trees on either side of said strip which now or hereafter in the opinion of second party may be a hazard to said pipe lines, valves, appliances or fittings, by reason of the danger of falling thereon, or may interfere with the exercise of second party's rights hereunder; provided, however, that all trees which second party is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of first party, but all tops, lops, brush and refuse wood shall be burned or removed by second party;
- (d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said strip; and
- (e) the right to mark the location or said strip by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use first party shall make of said strip.

Second party hereby covenants and agrees:

- (a) second party shall not fence said strip;
- (b) second party shall promptly backfill any trench made by it on said strip and repair any damage it shall do to first party's private roads or lanes on said lands; and

(c) second party shall indemnify first party against any loss and damage which shall be caused by the exercise of said ingress and egress or by any wrongful or negligent act or omission of second party or of its agents or employees in the course of their employment.

First party reserves the right to use said strip for purposes which will not interfere with second party's full enjoyment of the rights hereby granted; provided that first party shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction on said strip, or diminish or substantially add to the ground cover over said pipe lines.

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.

Charles M. Dedeker, as conservator aforesaid Charles M. Dedeker, individually Wesley W Dedeker, by Charles M. Dedeker, his Attorney in Fact Anna-Marie Stevenson Executed in the presence of:

Sacramento Valley Region Colgate Division GM-4689469 T. 15N., R. 3E., MDB&M Section 16 S2 of NW4 89-846

Prepared .W.M.W.

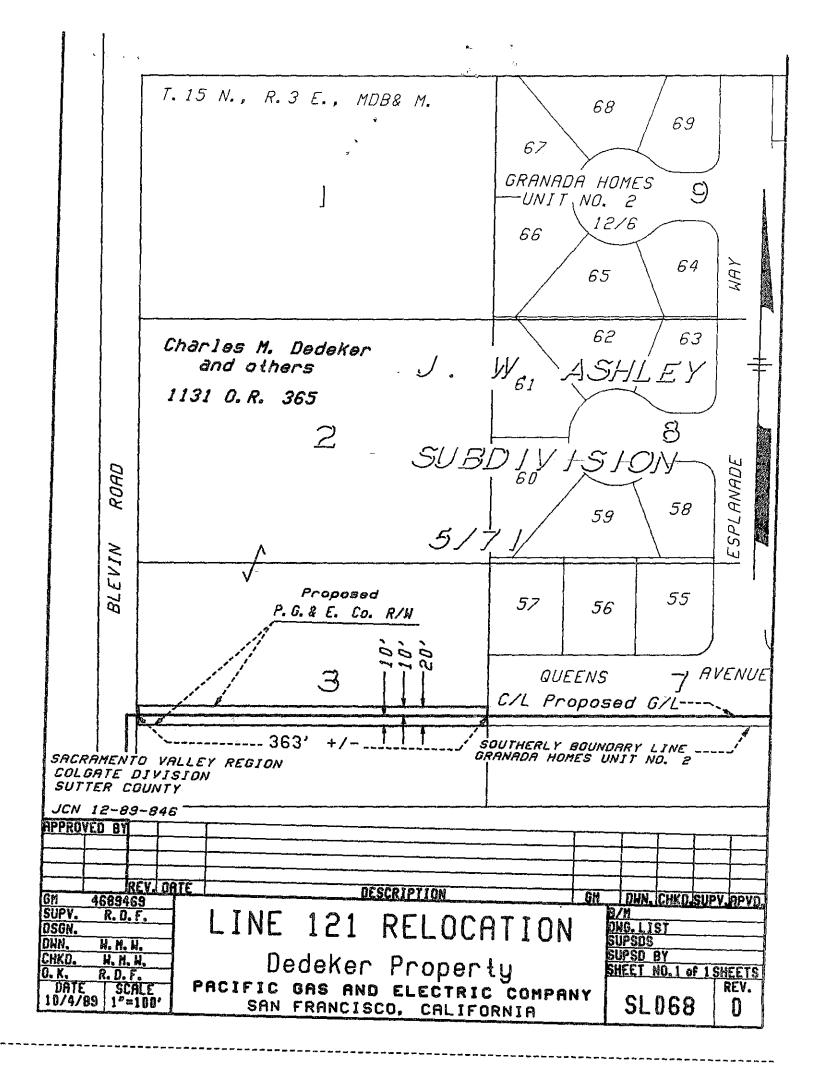
thereto, who, being duly sworn, deposed and said that he resides in the County of Placer, State of California, and that he was present and saw Charles M. Dedeker known to him to be the person whose name is subscribed to this instrument as the Attorney in Fact of Wesley W. Dedeker execute it, and acknowledged to the

OFFICIAL SEAL J. M. VANDELL NOTARY PUBLIC - CALIFORNIA SACRAMENTO COUNTY My Comm. Expires April 10, 1990

witness that he subscribed the name of Wesley W. Dedeker thereto as principal and his own name as Attorney in Fact, and that at his request the witness thereupon subscribed his name as a witness thereto.

Nota said State

BOOK 1328 PAGE 297



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

AT&T Albion Power Company Alcantar & Kahl LLP Anderson & Poole Atlas ReFuel

**BART** 

Barkovich & Yap, Inc. Bartle Wells Associates

Braun Blaising McLaughlin & Smith, P.C. Braun Blaising McLaughlin, P.C.

**CPUC** 

California Cotton Ginners & Growers Assn

California Energy Commission

California Public Utilities Commission California State Association of Counties

Calpine Casner, Steve Cenergy Power

Center for Biological Diversity

City of Palo Alto

City of San Jose Clean Power

Clean Power Research Coast Economic Consulting

Commercial Energy Cool Earth Solar, Inc.

County of Tehama - Department of Public

Works

Crossborder Energy
Davis Wright Tremaine LLP

Day Carter Murphy

Defense Energy Support Center Dept of General Services Division of Ratepayer Advocates Don Pickett & Associates, Inc.

Douglass & Liddell Downey & Brand

Ellison Schneider & Harris LLP Evaluation + Strategy for Social

Innovation

G. A. Krause & Assoc. GenOn Energy Inc. GenOn Energy, Inc.

Goodin, MacBride, Squeri, Schlotz &

Ritchie

Green Charge Networks Green Power Institute Hanna & Morton

International Power Technology Intestate Gas Services, Inc.

Kelly Group

Ken Bohn Consulting

Leviton Manufacturing Co., Inc.

Linde

Los Angeles County Integrated Waste

Management Task Force

Los Angeles Dept of Water & Power

MRW & Associates Manatt Phelps Phillips Marin Energy Authority

McKenna Long & Aldridge LLP

McKenzie & Associates Modesto Irrigation District

Morgan Stanley NLine Energy, Inc.

NRG Solar Nexant, Inc. ORA Office of Ratepayer Advocates

OnGrid Solar

Pacific Gas and Electric Company

Praxair

Regulatory & Cogeneration Service, Inc.

SCD Energy Solutions

SCE

SDG&E and SoCalGas

**SPURR** 

San Francisco Water Power and Sewer

Seattle City Light

Sempra Energy (Socal Gas)

Sempra Utilities SoCalGas

Southern California Edison Company

Spark Energy Sun Light & Power Sunshine Design Tecogen, Inc.

Tiger Natural Gas, Inc.

TransCanada

Troutman Sanders LLP Utility Cost Management Utility Power Solutions Utility Specialists

Verizon

Water and Energy Consulting

Wellhead Electric Company Western Manufactured Housing Communities Association (WMA)

YEP Energy