



Brian K. Cherry
Vice President
Regulatory Relations

77 Beale Street, Room 1087
San Francisco, CA 94105

Mailing Address
Mail Code B10C
Pacific Gas and Electric Company
P.O. Box 770000
San Francisco, CA 94177

Fax: 415.973.7226

June 11, 2009

ADVICE 3475-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Minor Encroachment of a Residential Structure Within PG&E's
Easement – Request for Section 851 Approval**

Purpose

Pacific Gas and Electric Company (PG&E) respectfully requests an order from the Commission approving, under Public Utilities Code Section 851¹, an Encroachment Agreement between PG&E and Jason Wohlwend and Kimberly Wohlwend to authorize the encroachment into a certain PG&E electric transmission easement in El Dorado County to accommodate a small portion of an existing residential structure which was built without PG&E's knowledge or consent but does not interfere with PG&E's operations within the easement area. This Encroachment Agreement was entered as a compromise to avoid litigation which would have been costly for both PG&E's customers and the Wohlwends.

Background

In conjunction with PG&E's El Dorado-Missouri-Flat 115 kV tower line, in 1980, PG&E acquired an easement (attached as Exhibit A) from Dave G. Harris and Colene M. Harris, then owners of certain unimproved property located at 3265 Washington Street, within the City of Placerville, County of El Dorado (the "Property"). The easement was recorded on June 17, 1980, in Book 1883 of Official Records at page 403, El Dorado County Records (the "Easement"). Under the Easement, PG&E was granted "the right to suspend, replace, remove, maintain and use such cross-arms, wires and cables (supported by or suspended from poles, towers, or other structures located on lands adjacent to the hereinafter described lands) as...to be reasonably required for the transmission of electric energy." (the "Easement Area") The Easement prohibits certain activities by the grantors and their successors within the Easement Area including construction of

¹ Unless indicated otherwise, all statutory references are to the Public Utilities Code.

buildings or other structures and drilling or operating any well. The Easement acknowledges the Property owner's residual right to use the Easement Area so long as such use is not inconsistent with the PG&E's full enjoyment of its rights under the Easement.

This Property changed hands several times between 1980 and 1999, and in or about 1986 the existing house ("House" or "Residential Structure") was built there by Bryan L. Wilkinson pursuant to approvals from the City of Placerville,² but without notification to or permission by PG&E.

In 1999, Toby and Yamileth V. Bender acquired the Property by Grant Deed. Thereafter, in or about 2001, as part of an effort to secure refinancing, the Benders hired an appraiser who noticed the tubular steel pole line on the property yet no easement was shown on the Title Report due to an error in its preparation by the Title Company. (See Bender Grant Deed attached hereto as Exhibit B.) When a claim was made against the Title Company, it notified PG&E of the potential encroachment. Surveys revealed that one corner of the House that Mr. Wilkinson previously constructed on the Property had unintentionally³ encroached into PG&E's Easement Area by about four (4) feet (at its longest point) at the location shown in the Survey Report & Easement Map (attached hereto as Exhibit C), thus violating the prohibition against any building or structure within the Easement Area.

After PG&E discovered this minor encroachment, PG&E's attempts to resolve the encroachment issue with the then-owners, Mr. and Mrs. Bender, proved unsuccessful.

In April 2004, Pierre and Sonia Stovall acquired the Property from the Benders by Grant Deed. PG&E resumed its attempts to resolve the encroachment issue with Mr. and Mrs. Stovall, without success.

In July 2005, Jason Wohlwend and Kimberly Wohlwend (the "Owners") acquired the property, and are the current owners. Their Grant Deed is attached hereto as Exhibit D. PG&E resumed its attempts to resolve the encroachment issue with the Owners. Consistent with D.05-11-023, PG&E initially demanded that the Owners either remove the encroachment or enter into a revocable encroachment agreement with PG&E. The Owners refused, citing, among other things, the significant hardship posed by the Agreement's provision that could later require removal of a portion of the pre-existing Residential Structure.

² The City of Placerville has on record a Certificate of Occupancy issued to Mr. Wilkinson on July 9, 1986.

³ Due to the same type of title report error, when Mr. Wilkinson constructed this small portion (a four-foot corner) of the House within the Easement Area, he was apparently unaware that he was slightly encroaching into PG&E's easement on the Property or that CPUC Section 851 approval prior to construction would be required, nor did he or the City notify or seek permission from PG&E before the House was built.

PG&E has determined that the four-foot encroachment by one corner of the Owners' House into this 80-foot wide Easement Area does not interfere with PG&E's present or anticipated future use and operation of its facilities.

In an effort to avoid costly litigation with the Owners (the sole remaining option), and based on the CPUC's approval in D.05-11-023 of a settlement allowing a permanent easement for existing encroaching residentially-related structures, PG&E entered into extended negotiations that have resulted in PG&E crafting a modified encroachment agreement with the Owners ("Encroachment Agreement"). Most notably, the modified Encroachment Agreement does not provide PG&E the right to terminate the Encroachment Agreement and to require restoration of the Easement Area upon 90 days' notice, given the extreme hardship involved with removal of a portion of their existing House. In addition, the Encroachment Agreement does not include an express insurance requirement because the Owner is already required to maintain homeowner's insurance by the terms of its mortgage.⁴ The Owners were unwilling to informally resolve this dispute unless PG&E agreed to modify these terms. Under the circumstances, PG&E believes this modified Encroachment Agreement is an appropriate and reasonable compromise considering the presence of a long-existing Residential Structure. This Encroachment Agreement still includes all the other provisions that have typically been used in PG&E Encroachment Agreements that have been approved by the CPUC in the past to provide protections beneficial to PG&E and its ratepayers, including:

- indemnification and release by the Owner of PG&E against all claims arising from this use;
- reaffirmation of the prohibition against the construction of any *additional* buildings or structures within PG&E's Easement Area; and
- a requirement that the Owners must be responsible for maintenance of the existing improvements in good condition and coordination of such maintenance with PG&E.

The Owners are now willing to enter into the attached proposed modified Encroachment Agreement with PG&E (see Exhibit E) as a compromise in order to avoid costly litigation that would be a burden on both Owners and PG&E. Furthermore, once CPUC Section 851 approval is received, the Encroachment Agreement will become effective and be recorded so as to run with the land. This will provide all future owners of this home with constructive notice of the terms of the Agreement which will be binding on any successors in interest.

Approval of this modified Encroachment Agreement, as a settlement reached between PG&E and the Owners under the threat of litigation, is in the interests of PG&E's customers as it avoids the costs and uncertainties of litigation while

⁴ In addition, and as discussed later in this Advice Letter, PG&E believes specific insurance provisions should only apply to situations where PG&E owns the underlying property in fee simple, not with a PG&E easement, as here.

providing the same types of protections the CPUC approved in D.05-11-023, as well as almost all of the provisions included in the Encroachment Agreement relating to other minor pre-existing encroachment situations. In addition, the Commission has long recognized that the public interest is served when utility property is used for other productive purposes without interfering with the utility's operations or the provision of utility service to the public. (D.04-07-023, mimeo, p.1.) In view of the protections afforded by the modified Encroachment Agreement and the fact that this small encroaching corner of the Residential Structure does not interfere with PG&E's utility operations, a provision that might require the removal of the structure from the Easement Area appears unwarranted. (See, CPUC Resolution E-4099 (residential development), D.02-01-058; D.94-06-017; D.92-07-007; and Section 851 Approval Letter of then-Energy Division Director Sean Gallagher dated September 21, 2006, approving Advice Letter 2801-E, pre-existing swimming pool later discovered to be a minor encroachment into PG&E's right-of-way.)

PG&E therefore seeks authorization from the Commission pursuant to Section 851 prospectively approving this Encroachment Agreement and granting approval for the four-foot corner of the Owners' long pre-existing Residential Structure that was later found to be unintentionally encroaching into PG&E's Easement Area, as a reasonable compromise in order to avoid the costs of litigation.

In accordance with the format of Advice Letters directed in Resolution ALJ-202 (Appendix A, Section IV.), PG&E provides the following information related to the proposed transaction:

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

Pacific Gas and Electric Company	Jason and Kimberly Wohlwend
Andrew L. Niven	3265 Washington Street
Gail L. Slocum	Placerville, CA 95667
Law Department	Telephone: (530) 391-1536
P.O. Box 7442	Email: kimberlydgeorge@yahoo.com
San Francisco, CA 94120	
Telephone: (415) 973-6583	
Facsimile: (415) 973-0576	
Email: GLSG@pge.com	

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

PG&E owns, operates and maintains the El Dorado-Missouri Flat 115kV overhead electric transmission tower line located in the City of Placerville, El Dorado County, California. PG&E is the owner of an easement for the transmission of electric energy and for all purposes connected therewith, as set forth in the initial Grant of Easement dated May 5, 1980, which prohibits,

among other things, the construction of any building or structure within the Easement Area.

The Property, located at 3265 Washington Street within the City of Placerville, east of Washington Street, south of Highway 50, is the site of a Residential Structure, a small portion of which encroaches into the Easement Area by approximately 4 feet. In its present location and construction, PG&E has determined that the Owners' Residential Structure does not interfere with the present or future anticipated use and maintenance by PG&E of its right-of-way and easement.

(3) Intended Use of the Property:

The existing encroachment onto PG&E's Easement Area will allow the Owners to remain living in their residence without the necessity for any modification to the four-foot portion of the existing Residential Structure that was discovered to encroach on PG&E's Easement Area 14 years after it was built by a prior property owner.

However, the Encroachment Agreement reaffirms the prohibition against the construction of any additional buildings or structures on PG&E's Easement Area and requires the Owners to be responsible for maintenance of the existing improvements in good condition and repair for the full term of the Encroachment Agreement. PG&E has determined that this use of the Property does not now and is not anticipated in the future to interfere with PG&E's utility operations or provision of service to its customers.

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

PG&E is not collecting any use fees associated with allowing the Owners' encroachment in the easement. The long-ago placement of the minor portion of this Residential Structure within the Easement Area, without PG&E's knowledge or consent, does not rise to the level of a right that has any realizable economic value to PG&E.

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

PG&E collected a one-time administration fee of \$500 for the preparation of the encroachment agreement, which was paid by First American Title Company. PG&E is not receiving any fees from the Owners as a result of this Easement Encroachment Agreement, and no PG&E property is being sold or disposed of.

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

Because no PG&E property is being sold or disposed of, there are no changes to PG&E's rate base as a result of this transaction.

(7) 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.

(8) 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.

(9) For Fair Market Rental Value of the Easement or Right-of-Way and a Detailed Description of How the Fair Market Rental Value Was Determined:

Not applicable.

(10) 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 Transaction⁵:

Not applicable.

(11) Sufficient Information and Documentation (Including Environmental Review Information) to Indicate that All Criteria Set Forth in Section II(A) of Resolution ALJ-202 Are Satisfied:

Not applicable.

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

None.

⁵ During adoption of the Advice Letter pilot program in ALJ-186 (later followed by ALJ-202), this category of information was included to enable the CPUC to ensure that utilities were not seeking to circumvent the \$5 million Advice Letter threshold by dividing what is a single asset with a value of more than \$5 million into component parts each valued at less than \$5 million, which is clearly not the case here. (See CPUC Resolution ALJ-186, issued August 25, 2005, mimeo, p.5.)

(13) Environmental Information

PG&E requests that the CPUC find that CEQA does not apply to this transaction because it is not a "project" under CEQA because approval will not result in any physical change to the property, per CEQA Section 15378. Even if it were a project, this minor encroachment of a house within a PG&E easement, is categorically exempt from the provisions of CEQA under Sections 15305(b) and 15303(a) exempting single family residences and the issuance of minor encroachment permits, as discussed below.

a. Exemption

- 1) Has the proposed transaction been found exempt from CEQA by a government agency?
 - a) If yes, please attach notice of exemption. Please provide name of agency, date of Notice of Exemption, and State Clearinghouse number.
 - b) If no, does the applicant contend that the project is exempt from CEQA? If yes, please identify the specific CEQA exemption or exemptions that apply to the transaction, citing to the applicable State CEQA Guideline(s) and/or Statute(s).

The CEQA Guidelines include a list of categories of projects that have been determined not to have a significant effect on the environment and that are therefore exempt from the provisions of CEQA. (Cal. Code Regs., tit. 14, §§15300, *et seq.*) Among the listed exemptions is an exemption for the "[i]ssuance of minor encroachment permits." (*Id.*, § 15305, subd. (b), and see D.05-10-013.) In addition, single-family residences are categorically exempt from CEQA under §15303(a). Thus, because this is an existing personal residence which presents minor encroachment of only approximately 4 feet, it clearly qualifies for both of these CEQA exemptions, even if it were a CEQA "project" (which it is not, for the reasons discussed below).

b. Not a "Project" Under CEQA

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

Granting approval this agreement relating to the existing encroaching facilities will not result in any physical change to the Property. Thus, this transaction has no potential for causing a direct or indirect change to the environment, and is not a "project," per CEQA Section 15378. (See D.05-11-023.)

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail by facsimile or electronically, any of which must be received no later than **July 1, 2009**, which is 20 days after the date of this filing. Protests should be mailed to:

CPUC Energy Division
Attention: Tariff Unit, 4th Floor
505 Van Ness Avenue
San Francisco, CA 94102

Facsimile: (415) 703-2200
E-mail: mas@cpuc.ca.gov and jnj@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 also should be sent via U.S. mail (and by facsimile and electronically, if possible) to PG&E at the address shown below on the same date it is mailed or delivered to the Commission.

Pacific Gas and Electric Company
Attention: Brian Cherry
Vice President, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

Facsimile: (415) 973-7226
E-mail: PGETariffs@pge.com

Effective Date:

Pursuant to the review process outlined in Resolution ALJ-202, PG&E requests that this advice filing become effective by Commission resolution as soon as possible. **PG&E submits this filing as a Tier 3.**

Notice:

In accordance with General Order 96-B, Section IV, a copy of this advice letter is

being served on the Energy Division and the Division of Ratepayer Advocates. In addition, in accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list. Address change requests should be directed to Rose De La Torre at (415) 973-4716. Advice letter filings can also be accessed electronically at <http://www.pge.com/tariffs>.

A handwritten signature in cursive script that reads "Brian Cherry / mt".

Vice President, Regulatory Relations

Attachments

cc: Service List - Advice Letter 3475-E

***** **SERVICE LIST Advice 3475-E** *****
APPENDIX A

Karen Clopton
Administrative Law Judge Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-2008
kvc@cpuc.ca.gov

Myra J. Prestidge
Administrative Law Judge Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-2629
tom@cpuc.ca.gov

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

Chloe Lukins
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703- 1637
clu@cpuc.ca.gov

Julie Fitch
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 355-5552
jf2@cpuc.ca.gov

Kenneth Lewis
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-1090
kl1@cpuc.ca.gov

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

***** **AGENCIES** *****

Roger Trout, Director
El Dorado County, Development Services
2850 Fairlane Court, Building "C"
Placerville, CA 95667
Voice (530) 621-5369
FAX (530) 622-1708
Email: rtrout@co.el-dorado.ca.us

***** **3rd Party** *****

Jason and Kimberly Wohlwend
3265 Washington Street
Placerville, CA 95667
Telephone: (530) 391-1536
Email: kimberlydgeorge@yahoo.com

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 M)**

Utility type:

- ELC GAS
 PLC HEAT WATER

Contact Person: Linda Tom-Martinez

Phone #: (415) 973-4612

E-mail: lmt1@pge.com

EXPLANATION OF UTILITY TYPE

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

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **3475-E**

Tier: 3

Subject of AL: Minor Encroachment of a Residential Structure Within PG&E's Easement – Request for Section 851 Approval

Keywords (choose from CPUC listing): Section 851

AL filing type: Monthly Quarterly Annual One-Time Other _____

If AL filed 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 AL¹: _____

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for:

Confidential information will be made available to those who have executed a nondisclosure agreement: Yes No

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: _____

Resolution Required? Yes No

Requested effective date: **Upon Commission Approval**

No. of tariff sheets: N/A

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

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

CPUC, Energy Division
Tariff Files, Room 4005
DMS Branch
505 Van Ness Ave.,
San Francisco, CA 94102
jnj@cpuc.ca.gov and mas@cpuc.ca.gov

Pacific Gas and Electric Company
Attn: Brian K. Cherry
Vice President, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177
E-mail: PGETariffs@pge.com

Advice 3475-E

Exhibit A

OVERHANGS OF WIRES
TRANSMISSION
3266739-70

AFTER RECORDING
RETURN TO:

2110-11-1090
FOR RECORDER'S USE ONLY

PACIFIC GAS AND ELECTRIC COMPANY

San Francisco, California 94106

Attn: Title Administration Unit

Location: City/Uninc. PLACERVILLE

Recording Fee 5.00

Documentary Transfer Tax \$ 1.65

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances

Remaining at Time of Sale.

Maurice Mendez

Signature of declarant or agent determining tax

OFFICIAL RECORDS
ELDORADO COUNTY-CALIF.
RECORD REQUESTED BY
PAC GAS & ELEC. CO.
JUN 17 11 07 AM 1980

50%
pl
DOROTHY GARR
COUNTY RECORDER
COMPARED

3010-5005 El Dorado-Gold Hill 115 kv T/L

EASEMENT

4 80 2

Consideration \$ 1,100

DAVE G. HARRIS and COLENE M. HARRIS, husband and wife,
hereinafter called first party, in consideration of value adequate therefor paid by PACIFIC GAS AND
ELECTRIC COMPANY, a California corporation, hereinafter called second party, the receipt whereof is
hereby acknowledged, hereby grants to second party the right to suspend, replace, remove, maintain and use
such crossarms, wires and cables (supported by or suspended from poles, towers, or other structures located
on lands adjacent to the hereinafter described lands) as second party shall from time to time deem to be
reasonably required for the transmission of electric energy, and for communication purposes, together with a
right of way, on, along and in all of the hereinafter described strip of those certain lands which are situate in
the City of Placerville County of El Dorado, State of Cali-
fornia, and are described as follows:

23454

(APN 004-172-07)

The parcel of land described in the deed from Edward E. Ames, Jr.,
and wife to Dave G. Harris and wife dated May 27, 1969 and recorded in
Book 934 of Official Records at page 475, El Dorado County Records.

The aforesaid strip is described as follows:

All that portion of the parcel of land described in the deed from
Edward E. Ames, Jr., and wife to Dave G. Harris and wife dated May 27,
1969 and recorded in Book 934 of Official Records at page 475,
El Dorado County Records, lying on the northwesterly side of the line
which begins at a point in the westerly boundary line of the parcel of
land described in said deed dated May 27, 1969, said westerly boundary
line being the easterly boundary line of the city street known as
Washington Street, and runs thence

BOOK 1883 PAGE 403

- (1) north 39° 22.0' east approximately 50 feet to a point herein for convenience caled Point "A"; thence continues
- (2) north 39° 22.0' east approximately 80 feet to a point in the northerly boundary line of the parcel of land described in said deed dated May 27, 1969; said Point "A" bears north 75° 21.0' east 279.9 feet distant from the found iron pipe with cap stamped V-18 accepted as marking the most easterly corner of Goyan Heights Subdivision filed for record April 1, 1937 in Book of Maps No. A, at page 23, El Dorado County Records.

First party, for the consideration aforesaid, further grants to second party 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 route or routes as shall occasion the least practicable damage and inconvenience to first party, provided, that such right of ingress and egress 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.

First party shall have the right to use said strip for purposes not inconsistent 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, within said strip.

Second party shall have the further right to install, maintain and use gates in all fences which now cross or shall hereafter cross said strip.

Second party shall also have 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 shall have the further right from time to time 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 the facilities installed hereunder by reason of the danger of falling thereon, 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 and brush shall be burned or removed by second party.

Second party shall also have the right to mark the location of said strip by suitable markers, but said markers when set in the ground 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 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.

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 5th day of May 1980

Dave G. Harris
Dave G. Harris

Colene M. Harris
Colene M. Harris

Executed in the presence of

Lee C. Collins
Witness LEE C. COLLINS

FOR NOTARY'S USE ONLY

62-4205 (Witness) Rev. 7/78

STATE OF CALIFORNIA }
County of Sacramento } ss.

On this 7th day of May, in the year 1980, before me, ALAN M. SUNAHARA, a Notary Public in and for said State, duly commissioned and sworn, personally appeared Lee C. Collins, known to me to be the same person whose name is subscribed to the within instrument, as a witness thereto, who, being duly sworn, deposed and said that he/she resides in the County of Placer

Official Seal

State of California, that he/she was present and saw DAVE G. HARRIS and COLENE M. HARRIS

personally known to him/her to be the person(s) described in and whose name(s) is/are subscribed to the said instrument, as parts thereto, sign and execute the same, and that, at their request, he/she, the said affiant, thereupon subscribed his/her name as a witness thereto.



Alan M. Sunahara

Notary Public in and for the said State

DO NOT RECORD THIS PAGE

Sacramento
GM 185361
Dwg. 221496, Chg. 2
T.10N., R.11E.,
M.D.B.& M.
Sec. 17
NE4 of NW4
06-76-002
77-194
SS

Prepared T.E.P.

Checked P.I.V.

10/11

AFTER RECORDING
RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Department
77 Beale Street
San Francisco, California 94106
Attn: Title Administration Unit

Location: City/Union PLACERVILLE
Recording Fee \$ 5.00

Documentary Transfer Tax \$ _____

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
Marcia Mendocino

2110-11-1090

FOR RECORDER'S USE ONLY

OFFICIAL RECORDS
ELDORADO COUNTY-CALIF.
RECORD REQUESTED BY
PAC. GAS & ELEC. CO.
JUN 17 11 07 AM 1980

DOROTHY CARR
COUNTY RECORDER

5⁰⁰
ppr

COMPARED

3010-1563 El Dorado-Gold Hill 115 kv T/L

TRUSTEE'S CONSENT

TRUSTOR: Edward E. Ames, Jr., and wife

8 78 1

THIS AGREEMENT made by and between CONTINENTAL AUXILIARY COMPANY,
a corporation,

as trustee under that certain deed of trust dated July 5, 1967 and recorded
in Book 840 of Official Records at page 304,

Records of the County of El Dorado, State of California,
(under which Bank of America National Trust and Savings Association, a national
banking association,

is beneficiary), hereinafter called first party, and PACIFIC GAS AND ELECTRIC COMPANY, a
corporation, hereinafter called second party.

First party, and at the request of said beneficiary, does hereby consent to the acquisition by
second party of a right of way and easement for electric transmission facilities
across the lands described in said deed of trust and hereby agrees that any sale made under the provi-
sions of said deed of trust shall be subject to said right of way and easement.

Said electric transmission facilities shall be installed within the parcel
of land described in Exhibit "A" attached hereto and hereby made a part hereof.
(APN 004-172-07)

IN WITNESS WHEREOF first party has executed these presents this 2 day of

June, 1980

CONTINENTAL AUXILIARY COMPANY, as trustee

By S. DeNatale

By can officer

23455

STATE OF CALIFORNIA)
COUNTY OF El Dorado) ss

On this 2nd day of June, in the year 19 80, before me,
the undersigned _____, a Notary Public in and for the said State,
duly commissioned and sworn, personally appeared _____

S. DeNatale

known to me to be the Loan Officer

Official Seal

of the corporation that executed the within instrument,
as Trustee, and to be the person(s) who executed the
said instrument on behalf of said corporation therein
named, and acknowledged to me that such corporation
executed the within instrument, as Trustee, pursuant
to its by-laws or a resolution of its board of
directors.



Sherry Bergholtz
Notary Public in and for the said State

Exhibit "A"

Situate in the City of Placerville, County of El Dorado, State of California.

All that portion of the parcel of land described in the deed from Edward E. Ames, Jr., and wife to Dave G. Harris and wife dated May 27, 1969 and recorded in Book 934 of Official Records at page 475, El Dorado County Records, lying on the northwesterly side of the line which begins at a point in the westerly boundary line of the parcel of land described in said deed dated May 27, 1969, said westerly boundary line being the easterly boundary line of the city street known as Washington Street, and runs thence

(1) north $39^{\circ} 22.0'$ east approximately 50 feet
to a point herein for convenience called Point "A"; thence continues
(2) north $39^{\circ} 22.0'$ east approximately 80 feet
to a point in the northerly boundary line of the parcel of land described in said deed dated May 27, 1969; said Point "A" bears north $75^{\circ} 21.0'$ east 279.9 feet distant from the found iron pipe with cap stamped V-18 accepted as marking the most easterly corner of Goyan Heights Subdivision filed for record April 1, 1937 in Book of Maps No. A, at page 23, El Dorado County Records.

END OF DOCUMENT

BOOK 1883 PAGE 408

2110-11-1090

The undersigned hereby represents to said trustee that the undersigned is now the owner and holder of the note secured by and is the beneficiary under said deed of trust and that the undersigned has not assigned or transferred said note or said deed of trust and said trustee is hereby requested to execute the foregoing consent.

Dated June 2, 1980.

BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION, Beneficiary
under said deed of trust

By S. De Natale
S. De Natale.

By _____

Sacramento
GM 185361
Dwg. 221496
T.10N., R.11E.
M.D.B. & M.
Sec. 17
NE4 of NW4

3010-1562
77-194

Prepared H.S.G.

Checked WGJ

PACIFIC GAS AND ELECTRIC COMPANY

PG&E + 77 BEALE STREET • SAN FRANCISCO, CALIFORNIA 94108 • (415) 781-4211 • TWX 910-372-6567

J. W. PAGE
MANAGER
LAND DEPARTMENT

March 18, 1980

El Dorado-Gold Hill 115 kV,
Property of Mr. & Mrs. Dave G.
Harris, Sacramento Division,
GM 185361R
651.1

HAND DELIVERED

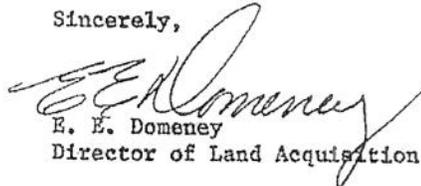
Mr. and Mrs. Dave Harris
3267 South Washington Street
Placerville, California 95667

Dear Mr. and Mrs. Harris:

In granting Pacific Gas and Electric Company an easement across your property you may be assured that no trees will be cut or removed from the property. However, trees, which in our opinion will interfere with the construction or operation of the line, will be trimmed.

Thank you for your cooperation.

Sincerely,


E. E. Dorney
Director of Land Acquisition

RL01vieri:ks

Agreed to and accepted this 5th day of May, 1980.

By Colene M. Harris
Dave G. Harris

Advice 3475-E

Exhibit B

RECORDING REQUESTED BY

Placer Title Company

Escrow Number: 201-36145 *VW*

AND WHEN RECORDED MAIL TO

PIERRE A. STOVALL AND SONIA C. STOVALL
1230 GARNETT COURT
POLLOCK PINES, CA 95726



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2004-0027064-00

Acct 6-PLACER TITLE CO
Friday, APR 09, 2004 14:30:00
Ttl Pd \$296.00 Nbr-0000566324
CLC/C1/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$286.00 City Transfer Tax: \$0.00

(X) computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

*PCOS
FILED*

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

TOBY BENDER and YAMILETH V. BENDER , husband and wife,

Hereby GRANT(S) to

PIERRE A. STOVALL and SONIA C. STOVALL , husband and wife, as joint tenants

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, CITY OF PLACERVILLE, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF LAND SITUATED IN LOT 34, BLOCK 20, CITY OF PLACERVILLE, COUNTY OF EL DORADO, STATE OF CALIFORNIA AND BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING IN THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED FROM WHICH POINT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 10 NORTH, RANGE 11 EAST, MD.B.&M., BEARS SOUTH 89 DEG 27' 00" EAST (RECORD SOUTH 87 DEG 25' 00" EAST) 198.00 FEET, THENCE FROM PLACE OF COMMENCEMENT NORTH 89 DEG 29' 00" WEST (RECORD NORTH 87 DEG 25' 00" WEST) 151.32 FEET TO A 3/4" CAPPED IRON PIPE STAMPED R.C.E. 22180-1973, THENCE NORTH 36 DEG 27' 00" WEST 69.97 FEET TO A 3/4" CAPPED IRON PIPE STAMPED L.S. 4181-1981, THENCE NORTH 50 DEG 00' 45" WEST 64.12 FEET TO A SIMILAR PIPE THENCE SOUTH 88 DEG 52' 47" WEST 59.65 FEET TO A SIMILAR PIPE, THENCE SOUTH 85 DEG 14' 30" WEST 59.27 FEET TO A SIMILAR PIPE ON EAST SIDE OF WASHINGTON STREET IN SAID CITY THENCE ALONG EAST SIDE OF SAID STREET NORTH 3 DEG 15' 13" WEST (RECORD NORTH 3 DEG 20' 00" WEST) 71.82 FEET TO A 3/4" CAPPED IRON PIPE STAMPED L. S. 2725-1961, THENCE SOUTH 87 DEG 35' 14" EAST (RECORD SOUTH 87 DEG 25' 00" EAST) 338.81 FEET (RECORD 340.40 FEET) TO A 3/4" CAPPED IRON PIPE STAMPED L.S. 4181-1981, THENCE SOUTH 9 DEG 55' 17" EAST (RECORD SOUTH 10 DEG 00' 00" EAST) 152.58 FEET (RECORD 145.70 FEET) TO PLACE OF COMMENCEMENT.

SAID LAND IS ALSO SHOWN AS TRACT 2 ON THAT CERTAIN RECORD OF SURVEY FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA, ON APRIL 22, 1981, IN BOOK 9 OF RECORD OF SURVEYS AT PAGE 64.

A.P.N. 004-172-22-100

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE, IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City & State

027064

Dated: April 05, 2004

SIGNATURE PAGE FOR GRANT DEED

By: [Signature]
TOBY BENDER

By: [Signature]
YAMILETH V. BENDER

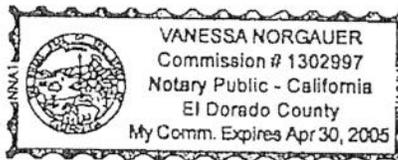
STATE OF CALIFORNIA
COUNTY OF El Dorado

On 4-8-04 before me, Vanessa Norgauer notary public personally appeared
Toby Bender & Yamileth Victoria Bender

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument an 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

WITNESS my hand and official seal.

Signature: [Signature]
Commission Expiration Date: 4-30-05

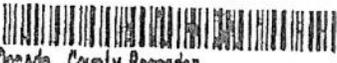


MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE, IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name Street Address City & State

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INS. CO.
AND WHEN RECORDED MAIL TO:
Toby Bender
Yamileth V. Bender
3265 Washington Street
Placerville, CA 95667


El Dorado, County Recorder
William E. Schwilke Co Recorder Office
DOC- 99-0000185-00
Recd 3-FIRST AMERICAN TITLE CO
Thursday, SEP 23, 1999 13:01:03
Ttl Pd \$184.10 Doc-0000187120
CLC/C3/1-3

Space Above This Line for Recorder's Use Only

A.P.N.: 004-172-022-100

Order No.: 10413

Escrow No.: 99950813CH

GRANT DEED

PDFS FILED

THE UNDEBARRON GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$144.10
 computed on full value of property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale,
unincorporated area: City of Placerville, and

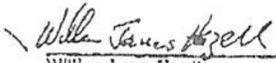
FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,

William James Hazell and Nancy Hazell, Husband and Wife As Joint Tenants

hereby GRANT(S) to
Toby Bender and Yamileth V. Bender, Husband and Wife As Joint Tenants

the following described property in the City of Placerville, County of El Dorado State of California:

See Exhibit "A" attached hereto and made a part hereof.



William James Hazell



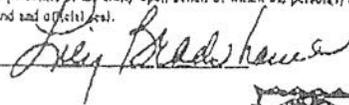
Nancy Hazell

Document Date: September 17, 1999

STATE OF CALIFORNIA,)
COUNTY OF El Dorado)
On September 20, 1999 before me, Lily Bradshaw, Notary Public
personally appeared William James Hazell and Nancy Hazell

personally knows to me (or 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/its 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.

WITNESS my hand and official seal.

Signature: 

This area for official notarial seal.



Mail Tax Statements to: SAME AS ABOVE or Address Noted Below

060165

EXHIBIT "A"

That certain property situated in the State of California, County of El Dorado, City of Placerville, described as follows:

All that portion of Lot 34 in Block 20 as shown on the Official Map of the City of Placerville, County of El Dorado, State of California, more particularly described as follows:

Commencing at the Southeast corner of the tract herein described, from which point the Southeast corner of the Northeast quarter of the Northwest quarter of Section 17, Township 10 North, Range 11 East, M.D.M., bears South 89 degrees 97 minutes 00 seconds East (Record South 87 degrees 25 minutes 00 seconds East) 198.00 feet; thence from place of commencement North 89 degrees 27 minutes 00 seconds West (Record North 87 degrees 25 minutes 00 seconds West) 151.32 feet to a 3/4" capped iron pipe stamped R.C.E. 22180-1978; thence North 36 degrees 27 minutes 00 seconds West 69.97 feet to a 3/4" capped iron pipe stamped L.S. 4161-1981, thence North 50 degrees 00 minutes 45 seconds West 64.12 feet to a similar pipe; thence South 88 degrees 32 minutes 47 seconds West 59.65 feet to a similar pipe; thence South 85 degrees 14 minutes 30 seconds West 59.27 feet to a similar pipe on East side of Washington Street in said city; thence along east side of said street North 3 degrees 15 minutes 13 seconds West (Record North 3 degrees 20 minutes 00 seconds West) 71.82 feet to a 3/4" capped iron pipe stamped L.S. 2725-1961; thence South 87 degrees 35 minutes 14 seconds East (Record South 87 degrees 25 minutes 00 seconds East) 338.81 feet (Record 340.40 feet) to a 3/4" capped iron pipe stamped L.S. 4181-1981; thence South 9 degrees 55 minutes 17 seconds East (Record South 10 degrees 00 minutes 00 seconds East) 152.58 feet (Record 145.70 feet) to place of commencement.

Said land is also shown as Tract 2 on that certain map filed April 22, 1981, in Book 9 page 64, Record of Surveys.

APN: 004-172-22-100

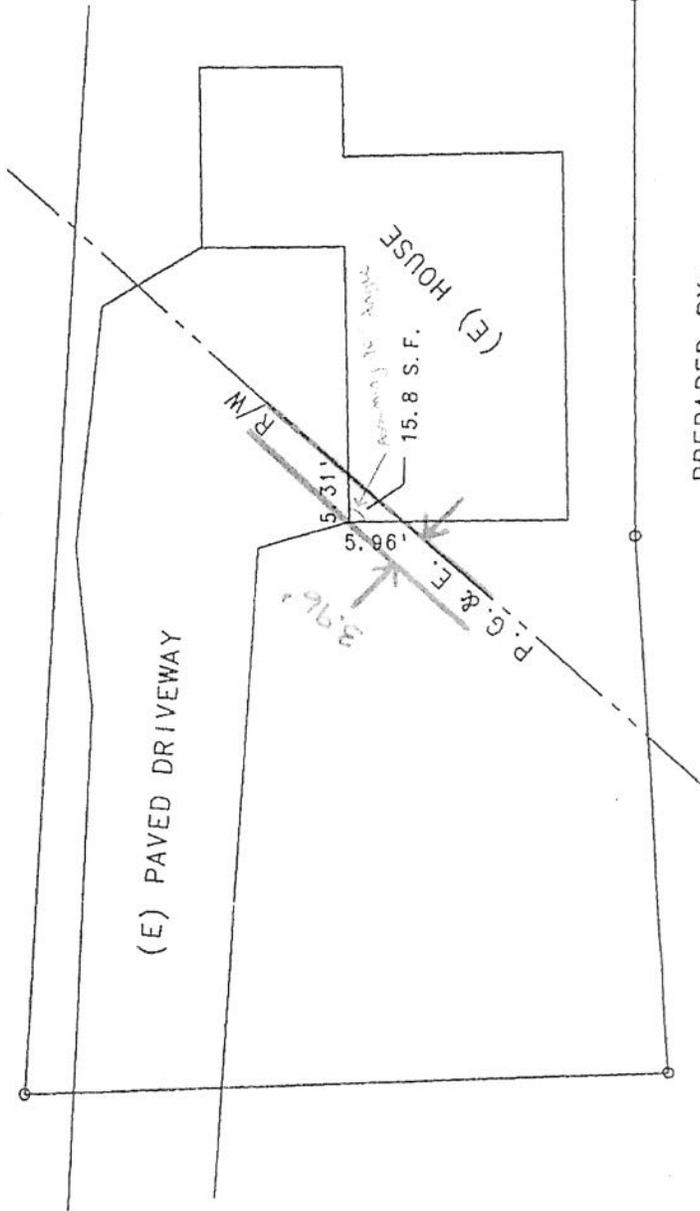
PAGE 5

00/23/1999,1000000103

Advice 3475-E

Exhibit C

3265 WASHINGTON STREET/PLACERVILLE, CA
SCALE: 1"=20'
AUGUST, 2003



PREPARED BY:
DAVID F. WADDELL, PLS

WASHINGTON STREET

Advice 3475-E

Exhibit D

Recording Requested By

North American Title Company
Order No. 00229686
Escrow No. 54801-00229686-MAS



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2005-0061927-00

Acct 4-INTER COUNTY TITLE CO
Wednesday, JUL 27, 2005 14:30:00
Ttl Pd \$402.70 Nbr-0000755062
CLC/C1/1-2

AND WHEN RECORDED MAIL TO:

Name Jason Wohlwend
Street 3265 Washington Street
Address
City & Placerville, CA 95667
State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PV-214927-78

INDIVIDUAL GRANT DEED

A.P.N004-172-22

The undersigned grantor (s) declare (s):
Documentary transfer tax is \$ 392.70. City transfer tax is \$ NONE
(X) computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.
(X) Unincorporated area: () City of _____, and
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

PCOS FILED

Pierre A. Stovall and Sonia C. Stovall, husband and wife

hereby GRANT(s) to: Jason P. Wohlwend, an unmarried man and Kimberly D. George,
an unmarried woman, as joint tenants
the following described real property in the Unincorporated Area, County of El Dorado, State of California:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT " A " AND MADE A PART HEREOF

Dated July 18, 2005

STATE OF CALIFORNIA,

COUNTY OF El Dorado) SS.

On July 21, 2005 before me,

Pamela S. Hehn, personally appeared

Pierre A Stovall and

Sonia C. Stovall

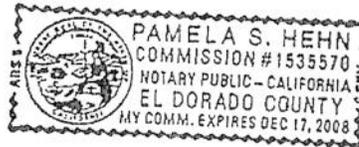
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Pamela S. Hehn

Pierre A. Stovall

Sonia C. Stovall



(This area for official notarial seal)

MAIL TAX Jason Wohlwend, 3265 Washington Street, Placerville, CA 95667

STATEMENTS TO: NAME ADDRESS CITY, STATE, ZIP

061927

PV-214927-TO

DESCRIPTION

All that certain real property situated in the County of El Dorado, State of California, more particularly described as follows:

Tract 2 as shown on that certain Record of Survey filed April 22, 1981 in the office of the County Recorder of said County in Book 9 of Record of Surveys, Page 64.

Assessor's Parcel No. 004-172-22

07/27/2005, 20050061927

Advice 3475-E

Exhibit E

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Services Office
343 Sacramento Street
Auburn, CA 95603

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

Signature of declarant or agent determining tax

(APN 004-172-221)

LD# 2110-11-1599

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this "**Agreement**") is made and entered into this 26 day of MAY, 2009, by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and KIMBERLY D. WOHLWEND, who acquired title as Kimberly D. George, and JASON P. WOHLWEND, wife and husband, hereinafter (collectively) called "**Owner**."

RECITALS

A. Owner is the fee title owner of certain real property within the City of Placerville, County of El Dorado, State of California, Assessor's Parcel Number 004-172-221 (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 transmission of electric energy and for all other purposes connected therewith, as set forth in the Grant of Easement dated May 5, 1980, and recorded in Book 1883 of Official Records at page 403, El Dorado County Records. 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 strip."

C. Owner has purchased the Property in which a portion of a house, including concrete foundations and other improvements associated therewith (the "**Improvements**"), the construction of which is prohibited within the Easement Area, encroaches upon the Easement Area. The portion of the Easement Area upon which the improvements were constructed (the

“**Encroachment Area**”) is shown on the map labeled **Exhibit "B"** attached hereto and made a part hereof.

D. Owner has requested that PG&E grant permission for the Improvements within the Easement Area. PG&E has determined that the Improvements 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 upon 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. 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 four (4) feet, in the manner and location as more specifically set forth in **Exhibit "B"**.

2. Governmental Approvals. Notwithstanding execution and delivery by the parties, this Agreement shall not become effective, 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 Resolution _____ (Advice Letter No. _____), in like manner as though said provisions were set forth in full herein.

3. Indemnification; Release.

(a) Indemnification. Owner 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 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 Owner’s 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 Indemnatee, any injury, damage, or loss arising from the sole, active negligence or willful misconduct of such Indemnatee.

4. Compliance with Laws. Owner shall, at its sole cost and expense, 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.

5. Alterations. Except for the Improvements authorized to be constructed pursuant to 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.

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

7. Condition of Easement Area. Owners accept the Encroachment Area in its existing physical condition, without any duty or obligation on the part of PG&E to modify its use of the Easement Area.

8. Maintenance. Owner shall be responsible for the maintenance of the Improvements in good condition and repair, and Owner 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 Owner shall conduct its activities in such a manner so as not to endanger the Easement Area, 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.

9. 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, Land Asset Management
PG&E Technical & Land Services
P.O. Box 770000, Mail Code N10A
San Francisco, CA 94177

If to PG&E by personal delivery or overnight courier:

Manager, Land Asset Management
PG&E Technical & Land Services
245 Market Street, Room 1036
San Francisco, CA 94105

If to Owner:

Jason and Kimberly Wohlwend
3265 Washington Street
Placerville, CA 95667

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

11. Entire Agreement. This Agreement and the Grant of Easement, supersede 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.

12. 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. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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

"PG&E"

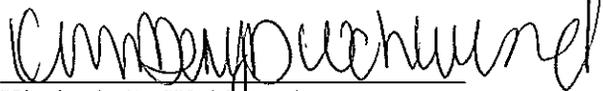
"Owner"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: 
Loren L. Loo

Its: Manager, Land Asset Management
Technical & Land Services


Jason P. Wohlwend

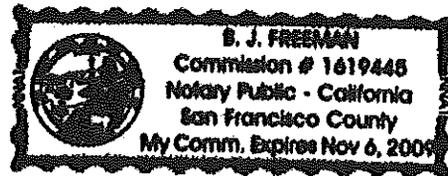

Kimberly D. Wohlwend

State of California
County of San Francisco)

On 6/9/09, before me, Bet Freeman Notary Public
Here insert name and title of the officer
personally appeared Jeren L Loo

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.

Bet Freeman
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 _____

State of California
County of Sacramento)

On 5/26/09, before me, Casey Mason, Notary Public
Here insert name and title of the officer
personally appeared Jason P. Wohlwend

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.



Casey Mason

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 _____

State of California
County of Sacramento)

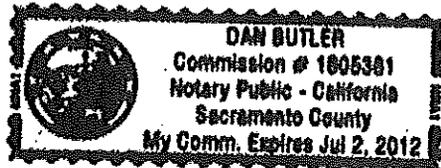
On 5/27/09, before me, Dan Butler Notary Public,
Here insert name and title of the officer

personally appeared Kimberly Wohlwend

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.



(Seal)

[Signature]
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 _____

EXHIBIT "A"

Recording Requested By

North American Title Company
Order No. 00229686
Escrow No. 54801-00229686-MAS



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2005-0061927-00

Root 4-INTER COUNTY TITLE CO
Wednesday, JUL 27, 2005 14:30:00
Tel Pd \$402.70 Nbr-0000755062
CLC/C1/1-2

AND WHEN RECORDED MAIL TO:

Name Jason Wohlwend
Street Address 3265 Washington Street
City & State Placerville, CA 95667

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PV-214927-18

INDIVIDUAL GRANT DEED

A.P.N004-172-22

The undersigned grantor (s) declare (s):
Documentary transfer tax is \$ 392.70. City transfer tax is \$ NONE
(X) computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.
(X) Unincorporated area: () City of _____, and
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

PCOS
FILED

Pierre A. Stovall and Sonia C. Stovall, husband and wife

hereby GRANT(s) to: Jason P. Wohlwend, an unmarried man and Kimberly D. George,
an unmarried woman, as joint tenants
the following described real property in the Unincorporated Area, County of El Dorado, State of California:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT " A " AND MADE A PART HEREOF

Dated July 18, 2005

STATE OF CALIFORNIA,

COUNTY OF El Dorado) SS.

On July 21, 2005 before me,

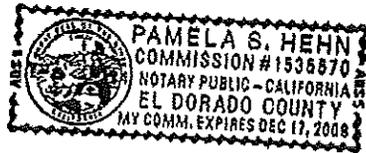
Pamela S. Hehn, personally appeared

Pierre A Stovall ad

Sonia C. Stovall

Pierre A. Stovall
Sonia C. Stovall

personally known to me (or 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.



WITNESS my hand and official seal.

Signature Pamela S. Hehn

(This area for official notarial seal)

MAIL TAX Jason Wohlwend, 3265 Washington Street, Placerville, CA 95667

STATEMENTS TO: NAME ADDRESS CITY, STATE, ZIP

061927

PV-214927-TO

DESCRIPTION

All that certain real property situated in the County of El Dorado, State of California, more particularly described as follows:

Tract 2 as shown on that certain Record of Survey filed April 22, 1981 in the office of the County Recorder of said County in Book 9 of Record of Surveys, Page 64.

Assessor's Parcel No. 004-172-22

07/27/2005, 20050061927

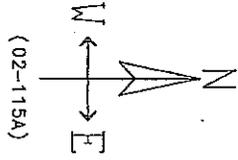
EASEMENT EXHIBIT MAP

APN 004-172-22

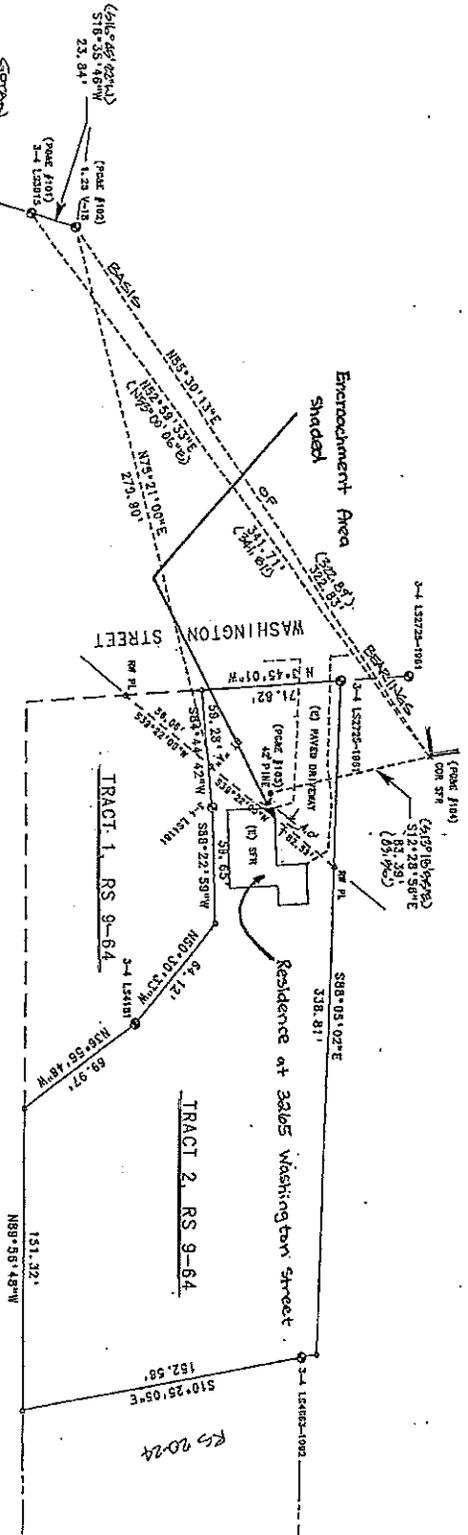
CITY OF PLACERVILLE, COUNTY OF EL DORADO, STATE OF CALIFORNIA

FEBRUARY-2003

SCALE: 1"=40'



DAVID F. WADDELL, PLS.—LAND SURVEYOR
PLACERVILLE-CALIFORNIA



- LEGEND**
- MONUMENT FID. AS INDICATED
 - () RECORD DATA CALLED FROM PLAT SURVEY NOTES
 - COMPUTATION POINT, NORTHERLY POINT

- NOTES:**
- (1) REFERENCE 1883-403 O.R. FOR DESCRIPTION OF SUBJECT P.L. & E. EASEMENT.
 - (2) THE PURPOSE OF THIS SURVEY IS TO DELINEATE THE PLAT, EASEMENT AND ITS RELATIONSHIP TO THE BANNER RESIDENCE LOCATED AT 3305 WASHINGTON STREET, PLACERVILLE, CA.



SURVEYED BY: David F. Waddell
David F. Waddell, PLS LSS526

DATED: 3-5-03

EXHIBIT "B"

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

Aglet	Day Carter Murphy	Norris & Wong Associates
Alcantar & Kahl	Defense Energy Support Center	North Coast SolarResources
Anderson & Poole	Department of Water Resources	Northern California Power Association
Arizona Public Service Company	Department of the Army	Occidental Energy Marketing, Inc.
BART	Dept of General Services	OnGrid Solar
BP Energy Company	Division of Business Advisory Services	Praxair
Barkovich & Yap, Inc.	Douglas & Liddell	R. W. Beck & Associates
Bartle Wells Associates	Douglass & Liddell	RCS, Inc.
C & H Sugar Co.	Downey & Brand	Recon Research
CA Bldg Industry Association	Duke Energy	SCD Energy Solutions
CAISO	Dutcher, John	SCE
CLECA Law Office	Ellison Schneider & Harris LLP	SMUD
CSC Energy Services	FPL Energy Project Management, Inc.	SPURR
California Cotton Ginners & Growers Assn	Foster Farms	Santa Fe Jets
California Energy Commission	G. A. Krause & Assoc.	Seattle City Light
California League of Food Processors	GLJ Publications	Sempra Utilities
California Public Utilities Commission	Goodin, MacBride, Squeri, Schlotz & Ritchie	Sierra Pacific Power Company
Calpine	Green Power Institute	Silicon Valley Power
Cameron McKenna	Hanna & Morton	Southern California Edison Company
Cardinal Cogen	Hitachi	Sunshine Design
Casner, Steve	International Power Technology	Sutherland, Asbill & Brennan
Chamberlain, Eric	Intestate Gas Services, Inc.	Tabors Caramanis & Associates
Chevron Company	Los Angeles Dept of Water & Power	Tecogen, Inc.
Chris, King	Luce, Forward, Hamilton & Scripps LLP	Tiger Natural Gas, Inc.
City of Glendale	MBMC, Inc.	Tioga Energy
City of Palo Alto	MRW & Associates	TransCanada
City of San Jose	Manatt Phelps Phillips	Turlock Irrigation District
Clean Energy Fuels	Matthew V. Brady & Associates	U S Borax, Inc.
Coast Economic Consulting	McKenzie & Associates	United Cogen
Commerce Energy	Merced Irrigation District	Utility Cost Management
Commercial Energy	Mirant	Utility Specialists
Consumer Federation of California	Modesto Irrigation District	Verizon
Crossborder Energy	Morgan Stanley	Wellhead Electric Company
	Morrison & Foerster	Western Manufactured Housing Communities Association (WMA)
Davis Wright Tremaine LLP	New United Motor Mfg., Inc.	eMeter Corporation