

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



June 18, 2010

**Advice Letter 3601-E**

Jane K. Yura  
Vice President, Regulation and Rates  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B10B  
P.O. Box 770000  
San Francisco, CA 94177

**Subject: Notification of Executed Easement Agreement Between PG&E  
Company and the Marina Coast Water District**

Dear Ms. Yura:

Advice Letter 3601-E is effective January 28, 2010.

Sincerely,

A handwritten signature in blue ink that reads "Julie A. Fitch".

Julie A. Fitch, Director  
Energy Division



**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

January 28, 2010

**Advice 3601-E**

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Notification of Executed Easement Agreement Between Pacific Gas and Electric Company and the Marina Coast Water District**

**Purpose**

In accordance with Ordering Paragraph 1 of Decision (D.) 09-12-010, dated December 3, 2009, Pacific Gas and Electric Company ("PG&E") hereby submits a copy of the final executed agreement between PG&E and the Marina Coast Water District ("MCWD") authorizing PG&E under Public Utilities Code Section 851 to convey a permanent, non-exclusive easement to Marina Coast Water District pursuant to Public Utilities Code Section 851 for the construction of the proposed recycled water pipeline, as discussed herein.

**Background**

Pursuant to Public Utilities Code Section 851, PG&E and MCWD filed Application 09-09-002 seeking Commission authorization for PG&E to grant a permanent non-exclusive easement to MCWD for the installation, maintenance and use of a recycled water pipeline and its associated appurtenances on a small portion of PG&E's property, located at the end of Crescent Street in the City of Marina, Monterey County. This proceeding was closed on December 3, 2009. The final easement agreement (Attachment A) between PG&E and MCWD was executed on January 25, 2010.

Decision 09-12-010 included an order to notify the Commission of the completed transfer within 60 days of the date of the order.

Ordering Paragraph 1 states:

Pacific Gas and Electric Company is authorized pursuant to Public Utilities Code Section 851 to convey a permanent, non-exclusive

easement to Marina Coast Water District for the construction of the proposed recycled water pipeline on a portion of Pacific Gas and Electric Company's property, located at the end of Crescent Street in the City of Marina, Monterey County. When the final easement documents are executed, Pacific Gas and Electric Company shall submit a copy by a Tier 1 advice letter filing within sixty (60) days of this order.

This advice letter will not increase any rate or charge, cause the withdrawal of service, nor conflict with any rate schedule or rule.

### **Protest Period**

Anyone wishing to protest this filing may do so by sending a letter by **February 17, 2010**, 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  
Tariff Files, Room 4005  
DMS Branch  
505 Van Ness Avenue  
San Francisco, California 94102

Facsimile: (415) 703-2200  
E-mail: [ijnj@cpuc.ca.gov](mailto:ijnj@cpuc.ca.gov) and [mas@cpuc.ca.gov](mailto:mas@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:

Brian K. Cherry  
Vice President, Regulatory Relations  
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](mailto:PGETariffs@pge.com)

**Effective Date**

PG&E submits this filing as a Tier 1 in accordance with D. 09-12-010 and requests that this advice filing become effective upon filing.

**Notice**

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being served electronically and via U.S. mail to parties shown on the attached GO 96-B list and service list A.09-09-002. Address changes to the GO 96-B list should be directed to e-mail [PGETariffs@pge.com](mailto:PGETariffs@pge.com). 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 Lists – Advice Letter 3601-E and A. 09-09-002

\*\*\*\*\* SERVICE LIST Advice 3601-E\*\*\*\*\*  
APPENDIX A

*By Electronic Delivery:*

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

Joseph A. Abhulimen  
California Public Utilities Commission  
Division of Ratepayer Advocates  
505 Van Ness Avenue  
San Francisco, CA 94102  
jaa@cpuc.ca.gov

Arocles Aguilar  
California Public Utilities Commission  
Legal Division  
505 Van Ness Avenue  
San Francisco, CA 94102  
aro@cpuc.ca.gov

Brewster Fong  
California Public Utilities Commission  
Division of Ratepayer Advocates  
505 Van Ness Avenue  
San Francisco, CA 94102  
bfs@cpuc.ca.gov

Kenneth Lewis  
California Public Utilities Commission  
Energy Division  
505 Van Ness Avenue  
San Francisco, CA 94102  
kl1@cpuc.ca.gov

Paul Clanon  
California Public Utilities Commission  
Executive Division  
505 Van Ness Avenue  
San Francisco, CA 94102  
Email: pac@cpuc.ca.gov

Diana L. Lee  
California Public Utilities Commission  
Legal Division  
505 Van Ness Avenue  
San Francisco, CA 94102  
dil@cpuc.ca.gov

Pam Nataloni  
California Public Utilities Commission  
Legal Division  
505 Van Ness Avenue  
San Francisco, CA 94102  
jpn@cpuc.ca.gov

Steve Wilson  
USA Tyger Industries, Inc.  
1700 North Chester Blvd.  
Bakersfield, CA 93308  
sfwilson@usatyger.com

City of Seaside  
Mr. Tim O'Halloran  
440 Harcourt Ave  
Seaside, CA 93955-0810  
TO'Halloran@ci.seaside.ca.us

City of Marina  
Christine di Iorio  
209 Cypress Avenue  
Marina, CA 93933  
cdiiorio@ci.marina.ca.us

City of Del Rey Oaks  
Mr. Dan Dawson  
City of Del Rey Oaks City Hall  
650 Canyon Del Rey Road  
Del Rey Oaks, CA 93940  
citymanager@delreyoaks.org

County of Monterey  
Resource Management Agency  
Mr. Nick Nichols  
168 W. Alisal Street, 3rd Floor  
Salinas, CA 93901  
nicholsn@co.monterey.ca.us

*By Mail:*

California Resources Agency  
1416 Ninth Street, Suite 1311  
Sacramento, CA 95814

California Environmental Protection Agency  
1001 I Street  
Sacramento, CA 95814

U.S. Environmental Protection Agency  
EPA Docket Center (EPA/DC)  
Enforcement/Compliance Docket and  
Information Center (ECDIC), MC 2201T  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460

# 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) #: **3601-E**

Tier: **1**

Subject of AL: **Notification of Executed Easement Agreement Between Pacific Gas and Electric Company and the Marina Coast Water District**

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 #: D.09-12-010

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

Summarize differences between the AL and the prior withdrawn or rejected AL<sup>1</sup>: \_\_\_\_\_

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: **1/28/10**

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 proposed<sup>1</sup>: 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](mailto:jnj@cpuc.ca.gov) and [mas@cpuc.ca.gov](mailto: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](mailto:PGETariffs@pge.com)**

# Advice 3601-E

## Attachment A Easement Agreement

LD 2214-02-0509  
Water Pipeline Easement, Marina  
RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY  
356 E. Alisal Street  
Salinas, CA 93901  
Attention: Joyce Nichols

Location: City/Uninc \_\_\_\_\_  
Recording Fee \$0.00 (Government Code Section 27383)  
Document Transfer Tax \$ 0.00 (Revenue and Taxation code Section 11922)  
o Computed on Full Value of Property Conveyed, or  
o Computed on Full Value Less Liens &  
Encumbrances Remaining at Time of Sale]

\_\_\_\_\_  
Signature of declarant or agent determining tax

(A portion of APN 175-011-018)

### EASEMENT AGREEMENT (Water Pipeline)

This Easement Agreement ("Agreement") is made and entered into this 25 day of January, 2010 (the "Effective Date") by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "PG&E", and MARINA COAST WATER DISTRICT, a county water district and political subdivision of the State of California, hereinafter called "Grantee."

### RECITALS

A. PG&E owns certain real property within the County of Monterey, State of California, commonly known as APN 175-011-018 and more particularly described in **Exhibit A**, attached hereto and made a part hereof (hereinafter, the "Property").

B. Grantee proposes to construct a 20 inch ductile iron pipeline, approximately 40 feet in length and at a minimum depth of 48 inches, for transporting recycled water from the Monterey Regional Water Pollution Control Agency to points of distribution within the City of Marina and the City of Seaside, and in connection therewith, Grantee has requested that PG&E grant an easement for a water pipeline.

C. PG&E is willing to grant such easement on the terms and subject to the conditions set forth herein.

Now, therefore, in consideration of Grantee's agreement to pay the sum of Two Thousand Dollars (\$2,000.00), and for good and valuable consideration, PG&E and Grantee agree as follows:

1. Grant of Easement(s): PG&E hereby grants to Grantee, upon the terms and conditions set forth in this Agreement, the following easements:

(a) Water Line Easement. A non-exclusive easement to excavate for, construct, install, repair, replace (with the initial or any smaller size), remove, maintain and use a single water pipe line not exceeding twenty inches (20") in diameter, with necessary valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipe line, within the strip of land described in **Exhibit B** and shown upon Exhibit B-1 and hereinafter referred to as "**Easement Area**".

(b) Ingress and Egress. A non-exclusive right of surface access, ingress and egress to and from Grantee's facilities within the Easement Area, over and across the Easement Area.

(c) Temporary Construction License; Term. A temporary non-exclusive license in, on and over the portion of the Property described and shown in **Exhibit D** and shown on Exhibit D-1, attached hereto and incorporated by this reference (the "**Construction Easement Area**"), for a term commencing on the Effective Date and (unless terminated earlier pursuant to this Agreement) terminating thirty (30) days following the completion of construction of Grantee's Improvements (but in no event later than two years following the Effective Date), to enter upon and use the Construction Easement Area for the sole purpose of constructing the Improvements and shall not be used for storage of any kind. Upon termination of such license, Grantee shall remove all equipment, unused materials, rubbish and debris, and repair and restore the Construction Easement Area to its condition prior to the Effective Date.

2. Limitations on Use.

(a) The Easement Area, and any facilities permitted to be constructed thereon, is to be used by Grantee only for those uses permitted in Section 1 above, and for no other purpose.

(b) PG&E reserves the right to restrict access to the Easement Area or any portion or portions thereof in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with PG&E's response thereto, or if emergency repairs or maintenance are required to PG&E facilities within or in the vicinity of the Easement Area, or otherwise when PG&E deems it advisable to do so, including in connection with events and emergencies occurring or affecting PG&E's business operations located elsewhere than in the immediate vicinity of the Property.

(c) Grantee shall not erect or construct any buildings or other structures within the Easement Area.

3. Condition of Easement Area. Grantee accepts 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. Grantee acknowledges that one or more of the following

(collectively, “**Potential Environmental Hazards**”) may be located in, on or underlying the Property and/or the Easement Area:

(a) electric fields, magnetic fields, electromagnetic fields, electromagnetic radiation, power frequency fields, and extremely low frequency fields, however designated, and whether emitted by electric transmission lines, other distribution equipment or otherwise (“**EMFs**”);

(b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term “**Hazardous Substances**” means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements (as hereinafter defined) relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:

(1) now or hereafter defined as a “hazardous substance,” “hazardous waste,” “hazardous material,” “extremely hazardous waste,” “restricted hazardous waste” or “toxic substance” or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Clean Water Act, 33 U.S.C. §§1251 et seq.; the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. §§2014 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §§10101 et seq.; the California Hazardous Waste Control Law, Cal. Health and Safety Code §§25100 et seq.; the Porter-Cologne Water Quality Control Act, Cal. Water Code §§13000 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§25300 et seq.); and the Medical Waste Management Act (Health and Safety Code §§25015 et seq.); or

(2) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by the United States, the State of California, any local governmental authority or any political subdivision thereof, or which cause, or are listed by the State of California as being known to the State of California to cause, cancer or reproductive toxicity; or

(3) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons on or about the Property or to the environment; or

(4) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(5) which contains lead-based paint or other lead contamination, polychlorinated biphenyls ("PCBs") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(6) which contains radon gas;

(c) fuel or chemical storage tanks, energized electrical conductors or equipment, or natural gas transmission or distribution pipelines; and

(d) other potentially hazardous substances, materials, products or conditions.

Grantee shall be solely responsible for the health and safety of, and shall take all necessary precautions to protect, its employees, contractors, consultants, agents and invitees ("**Grantee's Representatives**") from risks of harm from Potential Environmental Hazards. Grantee acknowledges that it has previously evaluated the condition of the Easement Area and all matters affecting the suitability of the Easement Area for the uses permitted by this Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

4. Grantee's Covenants. Grantee hereby covenants and agrees:

(a) Construction of Improvements. Grantee agrees to construct and install, at no cost to PG&E, such facilities and improvements ("**Improvements**") as may be necessary and appropriate for Grantee's permitted use, as specified in Section 1. All such construction shall be performed in accordance with detailed plans and specifications ("**Plans**") previously approved by PG&E, and shall comply with all Legal Requirements. Before commencing construction of any Improvements, Grantee shall obtain all permits, authorizations or other approvals, at Grantee's sole cost and expense as may be necessary for such construction. Without limiting the generality of the foregoing, Grantee shall be responsible for complying with any and all applicable requirements of the National Environmental Policy Act ("**NEPA**") and the California Environmental Quality Act ("**CEQA**") and satisfying, at Grantee's sole expense, any and all mitigation measures under CEQA that may apply to Grantee's proposed occupancy and use of the Easement Area, and to the construction, maintenance and use of Grantee's proposed Improvements and facilities. Grantee shall promptly notify PG&E of any and all proposed mitigation measures that may affect PG&E or the Property. If PG&E determines in good faith that any such mitigation measures may adversely affect PG&E or the Property, or impose limitations on PG&E's ability to use the Property as specified in Section 8, then PG&E shall have the right, without liability to Grantee, to give notice of termination of this Agreement to Grantee, whereupon this Agreement and the rights granted to Grantee shall terminate and revert in PG&E, unless within ten (10) days following delivery of such notice, Grantee gives notice to PG&E by which Grantee agrees to modify its proposed Project (as that term is defined under CEQA) so as to eliminate the necessity for such mitigation measures. In the event of such termination, PG&E and Grantee shall each be released from all obligations under this Agreement, except those which expressly survive termination. Grantee acknowledges and agrees that PG&E's review of Grantee's Plans is solely for the purpose of protecting PG&E's interests, and shall not be deemed to create any liability of any kind on the part of PG&E, or to constitute a representation on the part of PG&E or any person consulted by PG&E in connection with such review that the Plans or the Improvements contemplated by such Plans are adequate or appropriate for any purpose, or comply with applicable Legal Requirements. Grantee shall not

commence construction or installation of any Improvements without the prior written consent of PG&E, which consent shall not be unreasonably withheld, conditioned or delayed, and the prior consent, to the extent required by applicable law or regulation, of the California Public Utilities Commission (hereinafter, "CPUC");

(b) Compliance with Laws. Grantee shall, at its sole cost and expense, promptly comply with (a) 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, including, but not limited to, those relating to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Substances, as defined herein, or to health, safety, noise, environmental protection, air quality or water quality; (b) the conditions of any permit, occupancy certificate, license or other approval issued by public officers relating to Grantee's use or occupancy of the Easement Area; and (c) with any liens, encumbrances, easements, covenants, conditions, restrictions and servitudes (if any) of record, or of which Grantee has notice, which may be applicable to the Easement Area (collectively, "Legal Requirements"), regardless of when they become effective, insofar as they relate to the use or occupancy of the Easement Area by Grantee. Grantee shall furnish satisfactory evidence of such compliance upon request by PG&E. The judgment of any court of competent jurisdiction, or the admission of Grantee in any action or proceeding against Grantee, whether or not PG&E is a party in such action or proceeding, that Grantee has violated any Legal Requirement relating to the use or occupancy of the Easement Area, shall be conclusive of that fact as between PG&E and Grantee.

(c) Notice of Enforcement Proceedings. Grantee agrees to notify PG&E in writing within three (3) business days of any investigation, order or enforcement proceeding which in any way relates to the Property, or to any contamination or suspected contamination on, within or underlying the Property. Such notice shall include a complete copy of any order, complaint, agreement, or other document which may have been issued, executed or proposed, whether draft or final;

(d) Non-Interference. Grantee agrees not to interfere in any way or permit any interference with the use of the Property by PG&E and other entitled persons. Interference shall include, but not be limited to, any activity by Grantee that places any of PG&E's gas or electric facilities in violation of any of the provisions of General Order Nos. 95 (Overhead Electric), 112 (Gas), and 128 (Underground Electric) of the CPUC or to any other Legal Requirements under which the operations of utility facilities are controlled or regulated. Grantee shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety; which minimum clearances are incorporated herein by reference; but in no event closer than ten (10) feet to any energized electric conductors or appliances. Grantee shall not drill, bore, or excavate within thirty (30) feet of any of PG&E's underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits. Grantee shall provide notice to Underground Service Alert at 1-800-227-2600 at least two (2) business days prior to commencing any drilling, boring or excavating permitted hereunder to assist Grantee with locating any and all underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits;

(e) Avoiding Dangerous Activities. Grantee agrees to conduct its activities and operations within and on the Easement Area in such a manner so as not to endanger the Property, PG&E's utility facilities, the environment and human health and safety. Grantee shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon, produced, stored, used, discharged or disposed of on, or in the vicinity of the Property, except in compliance with all applicable Legal Requirements. Grantee shall be responsible for the cost of remediating any discharge or release of Hazardous Substances resulting from or arising in connection with Grantee's use of the Property, and shall immediately notify PG&E and the appropriate regulatory authorities where required by law, of any such release. If PG&E determines that Grantee's activities in any way endanger the Property, PG&E's utility facilities, the environment, or human health and safety, PG&E may, in PG&E's sole and absolute discretion, require that Grantee halt such activities until appropriate protective measures are taken to PG&E's satisfaction. Grantee shall hold PG&E harmless from any claims resulting from any delay under this paragraph. PG&E's right to halt activities under this paragraph shall not in any way affect or alter Grantee's insurance or indemnity obligations under this Agreement, nor shall it relieve Grantee from any of its obligations hereunder that pertain to health, safety, or the protection of the environment;

(f) Maintenance. Grantee agrees to maintain its facilities and Improvements in good condition and repair, and be responsible for the security of, the facilities installed hereunder;

(g) Repairing Damage. Grantee agrees to repair any damage it may cause to PG&E's facilities and improvements in or around said Easement Area;

(h) Coordination. Grantee agrees to coordinate all activities regarding the easements granted herein to reasonably minimize any interference and inconvenience with the use by PG&E of the Easement Area and PG&E's adjoining lands.

(i) not to fence or enclose the Easement Area;

(j) PG&E Right to Cure. Grantee agrees that if Grantee fails to perform any act or other obligation on its part to be performed hereunder, and such failure is not remedied within fifteen (15) days following notice from PG&E (or in the case of an emergency, following such notice, if any, as may be reasonably practicable under the existing circumstances), PG&E may (but without obligation to do so, and without waiving or releasing Grantee from any of its obligations) perform any such act or satisfy such obligation, or otherwise remedy such emergency or such failure on the part of Grantee. All costs incurred by PG&E in responding to or remedying such failure by Grantee shall be payable by Grantee to PG&E on demand.

5. Indemnification; Release.

(a) Grantee 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"), including Claims arising

from the passive or active negligence of the Indemnitees, which arise from or are in any way connected with the occupancy or use of the Easement Area by Grantee or Grantee's Representatives, or the exercise by Grantee of its rights hereunder, or the performance of, or failure to perform, Grantee'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 or Grantee (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Property); (2) injury to property or other interest of PG&E, Grantee 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, to the extent of any Claim arising from the sole negligence or willful misconduct of such Indemnitee. Without limiting the generality of the foregoing, Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any work of improvement constructed or installed at or on, labor performed on, or materials delivered to, or incorporated in any improvements constructed on, the Easement Area by, or at the request or for the benefit of, Grantee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Grantee is obligated to indemnify or provide a defense hereunder, Grantee upon written notice from PG&E shall defend such action or proceeding at Grantee's sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Grantee acknowledges that all Claims arising out of or in any way connected with releases or discharges of any Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with Grantee's use or occupancy of the Easement Area or the surrounding Property, or any of the activities of Grantee and Grantee's Representatives, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys' fees and disbursements and any fines and penalties imposed for the violation of Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above.

(c) Grantee's use of the Property shall be at its sole risk and expense. Grantee accepts all risk relating to its occupancy and use of the Easement Area. PG&E shall not be liable to Grantee for, and Grantee hereby waives and releases 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, or the use or occupancy of the Easement Area.

(d) Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless against claims, losses, costs (including, but not limited to, attorneys' fees and costs), liabilities and damages resulting from the failure of Grantee, or any of its contractors or subcontractors, to comply with the insurance requirements set forth in **Exhibit C**, attached hereto and made a part hereof. If Grantee fails to so indemnify, protect, defend or hold harmless any Indemnitee, then at PG&E's option, this Agreement shall terminate, and the estate and interest herein granted to Grantee shall revert to and revest in PG&E, if such failure

continues for five (5) days following the giving of written notice of termination to Grantee, unless within such time such failure is cured to the reasonable satisfaction of PG&E.

(e) The provisions of this Section 5 shall survive the termination of this Agreement.

6. Additional Facilities. Grantee shall not install any additional facilities or improvements in, on, under or over the Easement Area without the prior written consent of PG&E, which consent may be granted or withheld in PG&E's sole and absolute discretion, and the prior consent, to the extent required by applicable law or regulation, of the CPUC. Grantee shall submit plans for installation of any proposed additional facilities within the Easement Area to PG&E for its written approval at the address specified in Section 13.

7. Abandonment, Termination. In the event Grantee abandons the facilities installed hereunder, this Agreement shall terminate and all of the easements and other rights of Grantee hereunder shall revert to PG&E. The non-use of such facilities for a continuous period of two (2) years, unless such nonuse is due to factors outside Grantee's reasonable control, in which case such period is extended to four (4) years, shall be conclusive evidence of such abandonment. Upon any termination of this Agreement, Grantee shall remove, at no cost to PG&E, such of Grantee's facilities and equipment installed pursuant to this Agreement as PG&E may specify. Upon any termination of this Agreement, Grantee shall execute, acknowledge and deliver to PG&E a quitclaim deed or such other documents or instruments, in a form reasonably acceptable to PG&E, as may be reasonably necessary to eliminate this Agreement as an encumbrance on the title to the Easement Area or any larger parcel of property containing the Easement Area.

8. Reserved Rights. Subject to the provisions of Section 10 below, PG&E reserves the right to use the Easement Area for any and all purposes which will not unreasonably interfere with Grantee's facilities. Without limiting the generality of the foregoing:

(a) PG&E reserves the right to make use of 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.

(b) Grantee acknowledges that PG&E may have previously granted, and may in the future grant, certain rights in and across the Easement Area to others, and the use of the word "grant" in this Agreement shall not be construed as a warranty or covenant by PG&E that there are no such other rights.

(c) Grantee shall not make use of the Easement Area in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Easement Area, the Property, or PG&E's adjacent property, by PG&E or others entitled to use such property.

(d) This grant is made subject to all applicable provisions of General Order No. 95 (Overhead Electric), General Order 112 (Gas) and General Order No. 128 (Underground Electric) of the CPUC, in like manner as though said provisions were set forth herein.

9. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and Grantee shall not commence construction or other activities hereunder, unless and until the CPUC approves this Agreement and the easements granted and other transactions contemplated hereby (including the adequacy of the compensation to be paid by Grantee), by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC). Grantee further acknowledges and agrees that PG&E makes no representation or warranty regarding the prospects for CPUC approval, and Grantee hereby waives all Claims against PG&E which may arise out of the need for such CPUC approval or the failure of the CPUC to grant such approval. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC Decision D.09-12-010 (Application No. A.09-09-002), in like manner as though said provisions were set forth in full herein.

10. Relocation. Subject to the provisions of this Section 10, the rights granted to Grantee herein shall forever be subordinate to PG&E's right to replace, reconstruct, relocate, operate and maintain PG&E's existing and/or future electric distribution facilities. If PG&E's use of its reserved rights described above necessitates the relocation of any of Grantee's facilities, Grantee shall, at its own cost and expense, relocate such facilities to an alternate location mutually agreed upon between PG&E and Grantee, provided Grantee is given at least twenty (20) days prior written notice of such required relocation. Any such relocation of Grantee's facilities shall be coordinated and scheduled between PG&E and Grantee so as to minimize, to the extent practicable, any interference with Grantee's use and operation of its facilities resulting from such relocation. If no alternate location is available on the Property, this Agreement shall terminate.

11. Compliance; Insurance. PG&E shall have a right to access and inspect the Easement Area at any time to confirm Grantee's compliance with Legal Requirements and the provisions of this Agreement. Prior to the Effective Date of this Agreement, Grantee shall procure, and thereafter Grantee shall carry and maintain in effect at all times during the term of the Agreement, with respect to the Easement Area and the use, occupancy and activities of Grantee, its employees and agents on or about the Easement Area, the insurance specified in **Exhibit C**, attached hereto and made a part hereof by this reference, provided that PG&E reserves the right to review and modify from time to time the coverages and limits of coverage required hereunder, as well as the deductibles and/or self-insurance retentions in effect from time to time (but PG&E agrees that it will not increase required coverage limits more often than once in any five-year period). Prior to Grantee's entry on the Property, and thereafter thirty (30) days prior to the expiration date of any policy, Grantee shall provide PG&E with evidence of the insurance coverage, or continuing coverage, as required by this Agreement. All insurance required under this Agreement shall be effected under valid, enforceable policies issued by insurers of recognized responsibility, as reasonably determined by PG&E, and shall be written on forms and with insurance carriers acceptable to PG&E. Grantee is also responsible for causing its agents, contractors and subcontractors to comply with the insurance requirements of this Agreement at all relevant times (provided, however, that Grantee, in the exercise of its reasonable judgment, may permit contractors and subcontractors to maintain coverages and limits lower than those required of Grantee, provided the coverages and limits required by Grantee are commercially reasonable in light of applicable circumstances). Any policy of liability insurance required to be maintained hereunder by Grantee may be maintained under a so-called "blanket policy" insuring other locations and/or other persons, so long as PG&E is specifically named as an additional insured

under such policy and the coverages and amounts of insurance required to be provided hereunder are not thereby impaired or diminished. In addition, liability insurance coverages may be provided under single policies for the full limits, or by a combination of underlying policies with the balance provided by excess or umbrella liability insurance policies.

12. Mechanics' Liens. Grantee shall keep the Property free and clear of all mechanics', material suppliers' or similar liens, or claims thereof, arising or alleged to arise in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by Grantee or at its request or for its benefit. If any mechanics' liens are placed on the Property in connection with the activities or facilities set forth in this Agreement, Grantee shall promptly cause such liens to be released and removed from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 3143 or any successor statute.

13. 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 upon actual receipt by the party being sent the notice, or on the following business day if sent by overnight courier, or on the expiration of three (3) business days after the date of mailing.

If to PG&E:

Pacific Gas and Electric Company  
Attention: Land Agent, Joyce Nichols  
356 E. Alisal Street  
Salinas, CA 93907

With a copy to:

If by registered or certified mail, return receipt requested:

Pacific Gas and Electric Company  
Law Department  
P.O. Box 7442  
San Francisco, CA 94120  
Attention: Director & Counsel, Contracts Section (Real Estate)

If by personal delivery or overnight courier:

Pacific Gas and Electric Company  
Law Department  
77 Beale Street, Mail Code B3OA  
San Francisco, California 94120  
Attention: Director & Counsel, Contracts Section (Real Estate)

If to Grantee:

Marina Coast Water District  
11 Reservation Road  
Marina, CA 93933  
Attention: Brian True

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

15. Entire Agreement. This Agreement 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 both parties.

16. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns (subject to the provisions of Section 17). No assignment or delegation by Grantee, whether by operation of law or otherwise, shall relieve Grantee of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of PG&E hereunder shall run with the land.

17. Assignment. Grantee shall not assign, convey, encumber (other than as may be specifically permitted by the terms of this Agreement), or otherwise transfer the easements and other rights herein conveyed, or any portion thereof or interest herein, without the prior written consent of PG&E. Such consent may be given or withheld by PG&E for any reason or for no reason, provided, however, that notwithstanding the foregoing, PG&E agrees that its consent will

not be unreasonably withheld, delayed or conditioned in the case of: (a) a proposed transfer or dedication to a governmental agency, or (b) a proposed transfer to an Affiliate (as hereinafter defined) of Grantee For purposes of the foregoing, an Affiliate of Grantee means an entity that controls, is controlled by, or is under common control with Grantee; the term "control" means the possession, directly or indirectly, of the power, whether or not exercised, to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract or otherwise; and the term "controlled" and "common control" have correlative meanings. Grantee acknowledges and agrees that in any instance where PG&E is required not to unreasonably withhold its consent, it shall be reasonable for PG&E to withhold its consent if any regulatory agency having or asserting jurisdiction over PG&E or the Easement Area, or having or claiming a right to review and/or approve the proposed transfer, fails to grant approval thereof (or imposes conditions on such approval which are not acceptable to PG&E, in its reasonable discretion). Grantee further acknowledges and agrees that in any instance where PG&E is required not to unreasonably delay giving or withholding its consent, it shall be reasonable for PG&E to make application for approval to any regulatory agency having or asserting jurisdiction, and to defer the giving or withholding of consent, without liability hereunder for delay, during the pendency and for a reasonable time following the conclusion of any such regulatory proceedings.

18. 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. Attorneys' fees shall include, without limitation, fees incurred in discovery, contempt proceedings and bankruptcy litigation, and in any appellate proceeding. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. The covenant in the preceding sentence is separate and several and shall survive the merger of this provision into any judgment on this Agreement. For purposes hereof, the reasonable fees of PG&E's in-house attorneys who perform services in connection with any such action shall be recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by PG&E's Law Department.

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

20. No Offsets. Grantee acknowledges that PG&E is executing this Agreement in its capacity as the owner of the Easement Area, and not in its capacity as a public utility company or provider of electricity and natural gas. Notwithstanding anything to the contrary contained herein, no act or omission of Pacific Gas and Electric Company or its employees, agents

or contractors as a provider of electricity and natural gas shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of PG&E and Grantee under this Agreement. Further, Grantee covenants not to raise as a defense to its obligations under this Agreement, or assert as a counterclaim or cross-claim in any litigation or arbitration between PG&E and Grantee relating to this Agreement, any claim, loss, damage, cause of action, liability, cost or expense (including, but not limited to, attorneys' fees) arising from or in connection with Pacific Gas and Electric Company's provision of (or failure to provide) electricity and natural gas.

21. No Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of land or rights to the general public. The right of the public or any person, including Grantee, to make any use whatsoever of the Easement Area(s) or any portion thereof, other than as expressly permitted herein or as expressly allowed by a recorded map, agreement, deed or dedication, is by permission and is subject to the control of PG&E in its sole discretion.

22. No Third Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and their respective successors and permitted assigns, and, except as expressly provided herein, does not confer any rights or remedies on any other person or entity.

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

24. Time. Except as otherwise expressly provided herein, the parties agree that as to any obligation or action to be performed hereunder, time is of the essence.

25. Severability. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this Agreement can be determined and effectuated.

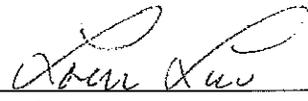
26. Counterparts. This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

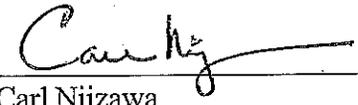
27. Other Documents. Each party agrees to sign any additional documents or permit applications which may be reasonably required to effectuate the purpose of this Agreement. Provided, however, that PG&E will not be required to take any action or execute any document that would result in any cost, expense or liability to PG&E.

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

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

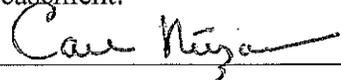
MARINA COAST WATER DISTRICT,  
a county water district and political  
subdivision of the State of California,

By:  1/25/2010  
Loren Loo  
Its: Manager, Land Management  
Land & Environmental Management

By:   
Carl Niizawa  
Its: Deputy General Manager

Exhibits A, B, C and D attached

I hereby certify that a resolution was adopted on the 12th day of January, 2010, by  
the Board of Director's of Marina Coast Water District authorizing the foregoing  
grant of easement.

By   
Title Deputy General Manager

Area 3, Central Coast Division  
Land Service Office: Salinas  
Operating Department: Electric Distribution  
T14S, R2E, MDB&M  
FERC License Number(s): NA  
PG&E Drawing Number(s):  
PLAT NO. G-16-06  
LD of any affected documents: 2214-02-0175  
LD of any Cross-referenced documents:  
TYPE OF INTEREST: 01, 43  
SBE Parcel Number: 135-27-041B-2  
(For Quitclaims, % being quitclaimed): NA  
Order # or PM #: 40862357  
JCN:  
County: Monterey  
Utility Notice Numbers:  
851 Approval  
Prepared By: JESs  
Checked By: TWM2  
Revision Number:

State of California  
County of Monterey )

On January 15, 2010, before me, Paula Riso  
Here insert name and title of the officer

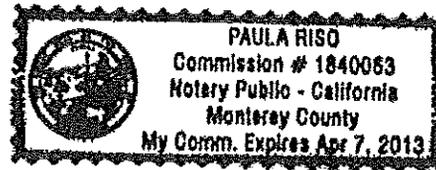
personally appeared Carl Niizawa

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.

Paula Riso  
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 \_\_\_\_\_

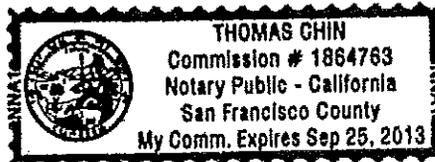
State of California  
County of SAN FRANCISCO )

On 01/25/2010, before me, Thomas Chin, Notary Public,  
Here insert name and title of the officer  
personally appeared Loren 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.



Thomas Chin

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 \_\_\_\_\_

**EXHIBIT A**

**PG&E PROPERTY**

**LD 2214-02-0175**

The parcel of land, situate in the County of Monterey, State of California, conveyed by J. G. Armstrong Company, a California corporation, to Pacific Gas and Electric Company, a California corporation, dated September 8, 1964 and recorded on Reel 363 of Official Records at page 574, Monterey County Records, and therein designated Parcel II.

EXHIBIT B

**LEGAL DESCRIPTION  
OF A 20 FOOT WIDE PIPELINE EASEMENT**

CERTAIN real property in Rancho Las Salinas, County of Monterey, State of California, being a portion of Parcel "II" as said parcel is described in Reel 363, Page 574, Official Records of said county and shown on that certain map titled, "Record of Survey of a Portion of Monterey City Lands, Tract No. 1 and Rancho Las Salinas known as Armstrong Ranch, Monterey County, California" and filed for record October 27, 1965 in Volume 7 of Surveys, at Page 102, Official Records of said county, described as follows.

A strip of land 20.00 feet in width the centerline of which is described as follows:

BEGINNING at a point on the southwesterly line of said Parcel "II" that bears North 24°40'30" West, 815.79 feet along said line from a 6"x6" concrete monument at the most southerly corner of said parcel, as shown on said map; thence

- (1) North 51°34'14" East, 6.21 feet; thence
- (2) North 65°19'21" East, 33.97 feet to a point on the southwesterly line of Parcel "A" as said parcel is shown on said map.

The sidelines of said strip are to be prolonged or shortened so as to terminate on the boundary line of said Parcel "II" as shown on said map.

Containing 800.00 square feet, more or less, as shown on plat attached hereto and made a part hereof.

The basis of bearing for this description is the NAD 83 State Plane Coordinate System, Epoch 2002.00, California Zone #4. Distances shown are ground distances.

Date: 23 March 2009

Bestor Engineers, Inc.



Michael V. Hink  
Licensed Land Surveyor #8158  
State of California  
Expires: 31 December 2010





PARCEL "A"  
**A R M S T R O N G**  
**R A N C H**

VOL. 7 SURV. PG. 102

M.C.W.D.  
 REEL 1650 PG. 11

N 65°19'21" E  
 33.97'

CENTERLINE OF 20'  
 WIDE PIPELINE EASEMENT

PARCEL II R. 363 PG. 574  
 PG&E

N 24°40'39" W 815.79'

N 51°34'14" E  
 6.21'

POINT OF  
 BEGINNING

6" x 6" CONCRETE  
 MONUMENT

CRESCENT AVE.

QUEBRADA  
 DEL MAR RD.

TRACT #1102  
 VOL. 16 C&T PG. 68

**LEGEND**

COURSE NUMBERS PER  
 VOL. 7 SURV. PG. 102



PROPERTY LINE

PROPOSED PIPELINE

EASEMENT LIMIT

EASEMENT AREA

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**BESTOR ENGINEERS, INC.**  
 CIVIL ENGINEERING - SURVEYING - LAND PLANNING  
 9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940  
 831.373.2941 831.649.4118F WWW.BESTOR.COM

PREPARED FOR: RMC WATER AND ENVIRONMENT

**PLAT TO ACCOMPANY DESCRIPTION  
 OF A 20' WIDE PIPELINE EASEMENT**

COUNTY OF MONTEREY,

CALIFORNIA

SCALE:	1" = 100'
DATE:	03/23/09
SHEET:	1 OF 1
WG:	6637.03

## EXHIBIT C

### INSURANCE REQUIREMENTS

Grantee shall procure, carry and maintain in effect throughout the term of this Agreement the following insurance coverage. Grantee is also responsible for its subcontractors maintaining sufficient limits of the appropriate insurance coverages.

- A. Workers' Compensation and Employers' Liability
  - 1. Workers' Compensation insurance indicating compliance with any and all applicable labor codes, acts, laws or statutes, state or federal.
  - 2. Employer's Liability insurance shall not be less than One Million Dollars (\$1,000,000) for injury or death, each accident.
  
- B. Commercial General Liability
  - 1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability insurance "occurrence" form with no additional coverage alterations.
  - 2. The limits shall not be less than One Million Dollars \$1,000,000 per occurrence for bodily injury, property damage and products and completed operations and Two Million Dollars (\$2,000,000) aggregate. Defense costs are to be provided outside the policy limits.
  - 3. Coverage shall include: a) an "Additional Insured" endorsement (ISO Additional Insured form CG 2010 or equivalent coverage) adding as additional insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of work performed by or for Grantee. If the policy includes "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's requirement: "by blanket endorsement, PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of the work performed by or for the Grantee are included as additional insured"; and b) an endorsement or policy provision specifying that the Grantee's insurance is primary and that any insurance or self-insurance maintained by PG&E shall be excess and non-contributing.
  
- C. Business Auto
  - 1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."
  - 2. One Million Dollars (\$1,000,000) each accident for bodily injury and property damage occurring prior to completion of construction of Grantee's facilities, and

One Million Dollars (\$1,000,000) each accident for bodily injury and property damage occurring thereafter.

D. Additional Insurance Provisions

1. Upon the Effective Date of the Easement Agreement Grantee shall furnish PG&E with two (2) sets of certificates of insurance including required endorsements.
2. Documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to PG&E.
3. The documents must be signed by a person authorized by that insurer to bind coverage on its behalf and submitted to:  

Pacific Gas and Electric Company	Pacific Gas and Electric Company
Insurance Department	Technical and Land Services
One Market, Spear Tower, Suite 2400	356 E. Alisal Street
San Francisco, California 94105	Salinas, CA 93901
	Attention: Joyce Nichols
4. Upon request, Grantee shall furnish PG&E evidence of insurance for its agents or contractors.
5. PG&E may inspect the original policies or require complete certified copies at any time.

**LEGAL DESCRIPTION  
OF A 50 FOOT WIDE TEMPORARY  
CONSTRUCTION EASEMENT**

CERTAIN real property in Rancho Las Salinas, County of Monterey, State of California, being a portion of Parcel "II" as said parcel is described in Reel 363, Page 574, Official Records of said county and shown on that certain map titled, "Record of Survey of a Portion of Monterey City Lands, Tract No. 1 and Rancho Las Salinas known as Armstrong Ranch, Monterey County, California" and filed for record October 27, 1965 in Volume 7 of Surveys, at Page 102, Official Records of said county, described as follows.

A strip of land 50.00 feet in width the centerline of which is described as follows:

BEGINNING at a point on the southwesterly line of said Parcel "II" that bears North 24°40'30" West, 815.79 feet along said line from a 6"x6" concrete monument at the most southerly corner of said parcel, as shown on said map; thence

- (1) North 51°34'14" East, 6.21 feet; thence
- (2) North 65°19'21" East, 33.97 feet to a point on the southwesterly line of Parcel "A" as said parcel is shown on said map.

The sidelines of said strip are to be prolonged or shortened so as to terminate on the boundary line of said Parcel "II" as shown on said map.

Containing 2008 square feet more or less, as shown on plat attached hereto and made a part hereof.

The basis of bearing for this description is the NAD 83 State Plane Coordinate System, Epoch 2002.00, California Zone #4. Distances shown are ground distances.

Date: 30 April 2009

Bestor Engineers, Inc.



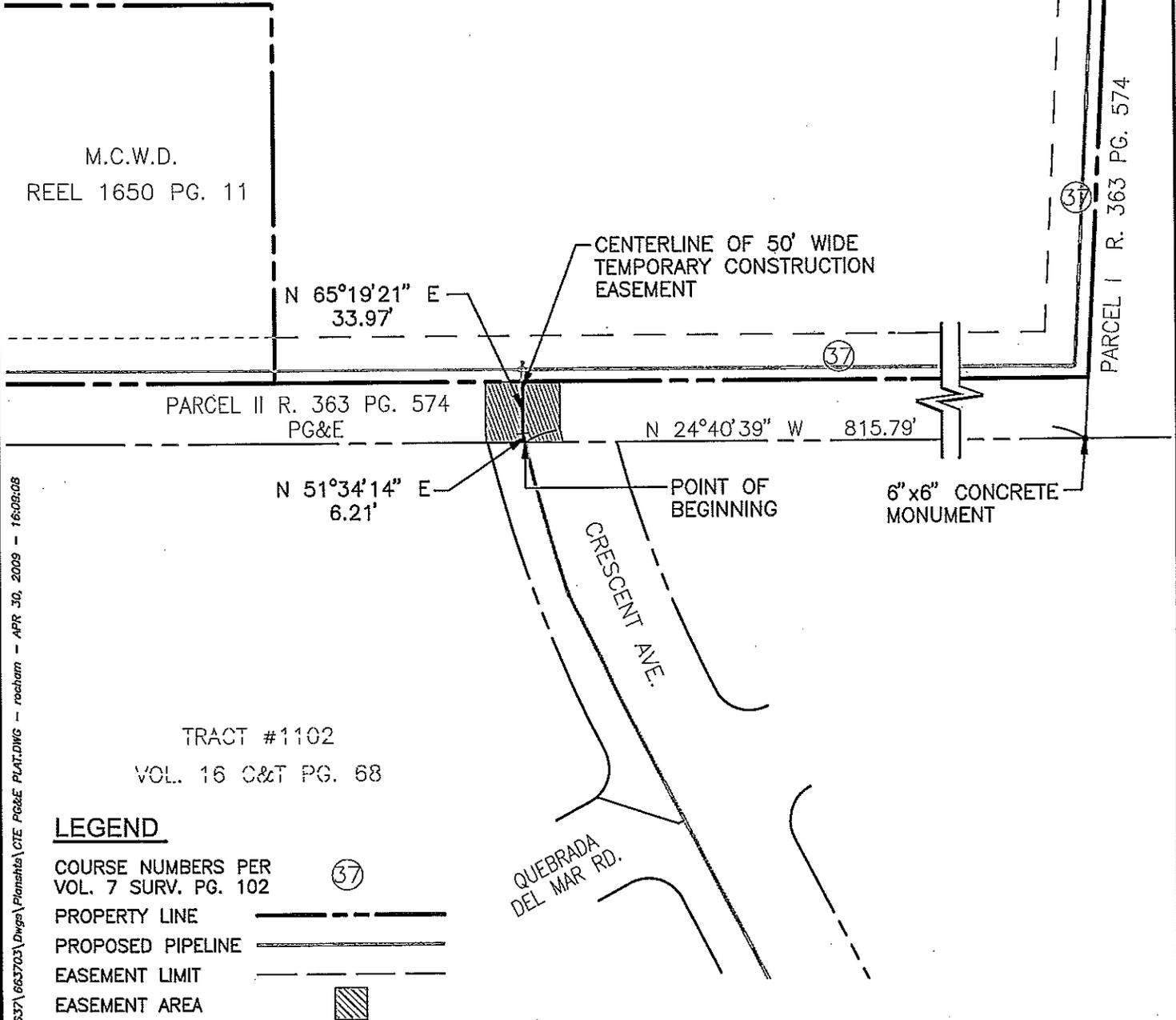
Michael V. Hink  
Licensed Land Surveyor #8158  
State of California  
Expires: 31 December 2010





PARCEL "A"  
**A R M S T R O N G**  
**R A N C H**

VOL. 7 SURV. PG. 102



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**LEGEND**

- COURSE NUMBERS PER VOL. 7 SURV. PG. 102 37
- PROPERTY LINE
- PROPOSED PIPELINE
- EASEMENT LIMIT
- EASEMENT AREA



**BESTOR ENGINEERS, INC.**  
 CIVIL ENGINEERING - SURVEYING - LAND PLANNING  
 9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940  
 831.373.2941 831.649.4118F WWW.BESTOR.COM

PREPARED FOR: RMC WATER AND ENVIRONMENT  
**PLAT TO ACCOMPANY DESCRIPTION**  
**OF A 50' WIDE TEMPORARY**  
**CONSTRUCTION EASEMENT**  
 COUNTY OF MONTEREY, CALIFORNIA

SCALE:	1" = 100'
DATE:	04/30/09
SHEET:	1 OF 1
WG:	6637.03

Resolution No. 2010-04  
Resolution of the Board of Directors  
Marina Coast Water District  
Authorizing the General Manager and/or Deputy General Manager/District Engineer to  
Accept Easements for the District

January 12, 2010

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), at a regular meeting duly called and held on January 12, 2010 at the business office of the District, 11 Reservation Road, Marina, California as follows:

WHEREAS, Section 27281 of the California Government Code provides that a governmental agency like the District, by a general resolution, may authorize one or more officers or agents to accept and consent to deeds or grants of interests or easements in real property, to permit recording of a deed or grant; and,

WHEREAS, on October 25, 2006, the Board approved Resolution No. 2006-90 to direct the General Manager to accept grants of easements within developments under the terms of approved Agreements for Construction and Transfer of Water, Sewer and Recycled Water Infrastructure; and,

WHEREAS, staff anticipates that easement acceptance necessary to accommodate installation of and access to its water, recycled water and sewer infrastructure outside the limitations of particular development and therefore beyond the limits of Resolution No. 2006-90 will increase over time, and that this action by the Board to authorize the General Manager and/or the Deputy General Manager/District Engineer to sign such documents will streamline the easement acceptance process; and,

WHEREAS, the form of the easement documents has been established and accepted by District Counsel and District staff reviews grant of easement documents prior to the acceptance or granting of an easement to ensure that the easement locations and dimensions are correct; and,

WHEREAS, the acceptance of an easement for a project or contract approved by the Board with appropriate CEQA review does not require an additional action under CEQA.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does authorize the General Manager and/or the Deputy General Manager/District Engineer to accept grants of easements that are part of a project or contract approved by the Board after appropriate review under CEQA and to sign instruments and take actions appropriate to the acceptance of such easements.

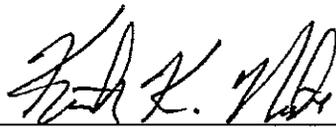
PASSED AND ADOPTED on January 12, 2010, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

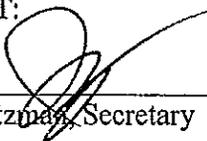
Ayes: Directors Burns, Moore, Gustafson, Lee, Nishi

Noes: Directors None

Absent: Directors None

Abstained: Directors None

  
\_\_\_\_\_  
Kenneth K. Nishi, President

ATTEST:  
  
\_\_\_\_\_  
Jim Heitzman, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2010-04 adopted January 12, 2010.

  
\_\_\_\_\_  
Jim Heitzman, Secretary

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

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