

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE

SAN FRANCISCO, CA 94102-3298



August 26, 2011

Advice Letter 3863-E

Brian K. Cherry
Vice President, Regulation and Rates
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

**Subject: Davi Place Encroachment in Contra Costa County – Request for
Approval of Encroachment Agreement Under Section 851**

Dear Mr. Cherry:

Advice Letter 3863-E is effective August 24, 2011.

Sincerely,

A handwritten signature in blue ink, appearing to read "Julie A. Fitch".

Julie A. Fitch, Director
Energy Division



June 17, 2011

Advice 3863-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Davi Place Encroachment in Contra Costa County – Request for
Approval of Encroachment Agreement Under Section 851**

Purpose

Pacific Gas and Electric Company (“PG&E”) submits this advice letter seeking approval, under Public Utilities (P.U.) Code Section 851 (“Section 851”), for PG&E to enter into an Encroachment Agreement (“Agreement”) with Richard V. Pato and Charlotte Sue Pato (“Owners”). The Agreement regards the encroachment of a certain PG&E overhead electric transmission line easement in Contra Costa County, located on property owned by the Owners, by a private raised redwood deck, gazebo and a portion of a swimming pool and other associated improvements (“Improvements”). These Improvements were previously constructed without PG&E’s knowledge or consent and are currently being used and maintained by the Owners. The Improvements do not interfere with PG&E’s provision of utility service. A copy of the Agreement is attached hereto as Attachment 1.

Background

PG&E owns land, buildings and other facilities in connection with the provision of energy service throughout its service territory. In the provision of these services, PG&E relies on a portfolio of fee properties, rights-of-way, and facilities to support its electric transmission activities.

One such electric transmission line easement and right-of-way traverses across a fee property located in Contra Costa County in the City of Antioch (“Property”) and is owned by Richard V. Pato and Charlotte Sue Pato. Pursuant to the Final Order of Condemnation dated May 16, 1947, Owners “shall have no right to place or erect, and they hereby are prohibited from placing or erecting any building or other structure.” The portion of the Property encumbered by the Easement is hereinafter referred to as the “Easement Area.”

The Improvements were a pre-existing structure on the Property when the Owners purchased the Property in 1994. In 2009, the Owners were advised that the

Improvements were within the Easement Area when PG&E's Vegetation Management reported to the Owners that the density of vine growth attached to the over-head gazebo structure was then within close proximity to PG&E's transmission conductor lines. The Owners have since removed all vegetation growth from the gazebo.

PG&E advised the Owners that the location of the Improvements within the Easement Area violated the prohibition against buildings contained in the Easement. The Easement Area and the portion of the Easement Area subject to such encroachment ("Encroachment Area") are legally described in Exhibit "B" and are shown on the map attached as Exhibit "C" attached hereto and made part of the Agreement. The Encroachment Area measures approximately 2,400 square feet.

In light of this unintended encroachment, the Owners have agreed to enter into the Agreement requesting that PG&E grant them permission for the maintenance and operation of the Improvements within the Easement Area. PG&E has determined that the improvements, as initially constructed, do not interfere with PG&E's present full use of the Easement Area. Therefore, to avert removal of the encroaching portion of the building and the likely cost of litigation that would result from a request for removal, PG&E is willing to settle the matter through an agreement to allow such encroachment on the Easement Area on the terms and subject to the conditions set in the Agreement, adoption of which is not adverse to but rather protects PG&E ratepayers interests.

In accordance with Resolution ALJ-244, 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	Richard V. and Charlotte Sue Pato
Ann H. Kim	3516 Davi Place
Law Department	Antioch, CA 94509
P.O. Box 7442	Telephone: (925) 354-6793
San Francisco, CA 94120	
Telephone: (415) 973-7467	
Facsimile: (415) 973-5520	
Email: AHK4@pge.com	

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

The Owners are the fee title owners of certain real property in the City of Antioch, Contra Costa, California. The Property address is located at 3516 Davi Place, Antioch, CA 94509 and is designated as Assessor's Parcel Number (APN) 071-402-015. The Property is used by the Owners for residential purposes. PG&E is the owner of a 80-foot wide easement and right-of-way

commonly known as the Contra Costa-Moraga #1 230 kV electric overhead transmission line corridor and for all other purposes connected therewith, as set forth in the Final Order of Condemnation dated May 16, 1947 and recorded in Book 1115 of Official Records at page 182, Contra Costa County Records. A copy of the Easement is attached hereto as Attachment 2.

As described earlier, the Easement expressly prohibits construction of any buildings or structures within the Easement Area. The Improvements were a pre-existing structure built on the Property when the Owners purchased the Property in 1994. Notwithstanding the prohibition in the Easement, PG&E consents to the encroachment on the Improvements onto the Easement Area by approximately forty (40) feet, in the manner and location as more specifically set forth in Exhibit "B" and "C" subject to the terms and conditions set forth in the Agreement.

(3) Intended Use of the Property:

The Owners have requested that PG&E grant permission for the Owners to use and maintain the Improvements within the Easement Area. PG&E has determined that the Improvements, as initially constructed, do not interfere with the present full use of the Easement Area by PG&E, and PG&E is therefore willing to agree to allow such encroachment on the Easement Area on the terms and subject to the conditions set forth in the Encroachment Agreement.

The Encroachment Agreement includes all the provisions that have typically been used in PG&E Encroachment Agreements that have been approved by the CPUC prior to 2009, and provides various protections that may be beneficial to PG&E and its ratepayers, including:

- the right of PG&E to terminate the Agreement and to require restoration of the Easement Area upon 90 days' notice;
- express insurance requirements carried by the Owners that meets Owner's and Employer's Liability insurance limits;
- 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 that the Owners must be responsible for maintenance of the existing improvements in good condition and coordination of such maintenance with PG&E.

Furthermore, upon the CPUC's issuance of its P.U. Code Section 851 approval, the Encroachment Agreement will be executed and be recorded so as to run with the land. This will provide all future owners of the property with constructive notice of the terms of the Agreement, which will be binding on any successors in interest.

Approval of this Agreement is in the interests of PG&E's customers as it avoids the costs and uncertainties of potential litigation while providing the same types of protections the CPUC has approved in various Section 851 Decisions approving encroachment agreements for other minor encroachments.¹ 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 Agreement and the fact that the Improvements do not interfere with PG&E's utility operations, this transaction is not adverse to the public interest. In fact, the CPUC has repeatedly approved Section 851 filings for such encroachment agreements, including instances where a utility later discovers that small portions of existing structures were built without a utility's knowledge and consent on PG&E property or into its easements.²

Therefore, PG&E seeks authorization from the Commission, pursuant to Section 851, to approve prospectively this Agreement and to grant approval for the pre-existing Improvements that were later found to be unintentionally encroaching into PG&E's Easement Area without interfering with PG&E's provision of service, as reasonable and not adverse to the public interest.

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

PG&E is not collecting any fee associated with granting an encroachment agreement to the Owners. PG&E is seeking approval of the restrictive requirements in the Agreement as a condition of allowing the Owners to encroach upon PG&E's easements for operation and maintenance of an existing gazebo structure and Improvements on the Owners' Property. PG&E's consent to allow the Owners to encroach upon the easement area on the Owners' Property 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:

Not applicable.

¹ See, e.g., Resolutions E-4303 (December 3, 2009, Healdsburg Water Well Encroachment), E-4089 (May 24, 2007, Saintsbury Winery Solar Panels), E-4099 (February 14, 2008, Lennar Block Wall), G-3423 (September 18, 2008, Suisun Pedestrian/Bike Bridge); and Energy Division Director's Letter 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).

² See, e.g., D.05-11-023; Energy Division Director's Letter dated September 21, 2006 approving Advice Letter 2801-E; Resolution E-4267 (August 21, 2009); and Resolution E-4284 (November 20, 2009).

(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:

Not applicable.

(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 Transaction³:

Not applicable.

(11) Sufficient Information and Documentation (Including Environmental Review Information) to Indicate that All Criteria Set Forth in Section II of Resolution ALJ-244 Are Satisfied:

PG&E has provided sufficient information and documentation in this Advice Letter to meet the eligibility criteria under Resolution ALJ-244:

- Under the CEQA Checklist, the activity proposed in the transaction will not require an environmental review by the CPUC as a lead agency.

³ During adoption of the Advice Letter pilot program in ALJ-186 (later followed by ALJ-202 and ALJ-244), 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.)

- The proposed transaction will not have an adverse effect on the public interest because it will not interfere in any way with the operation of PG&E's facilities or with the provision of service to PG&E's customers.
- The proposed transaction meets the financial threshold of \$5 million since PG&E is not collecting any fee associated with granting this encroachment agreement.
- Finally, the transaction does not involve the transfer or change in ownership of facilities currently used in utility operations.

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

Not applicable.

(13) Environmental Information

Pursuant to ALJ-244, the Advice Letter program applies to proposed transactions that: (a) will not require environmental review by the CPUC as a lead agency under CEQA either because a statutory or categorical exemption applies or the CPUC is acting as a responsible agency only, and the Lead Agency has completed its CEQA review and has certified its environmental documents, or (b) because the transaction is not a project under CEQA.

a. Exemption

i. Has the proposed transaction been found exempt from CEQA by a government agency?

1. If yes, please attach notice of exemption. Please provide name of agency, date of Notice of Exemption, and State Clearinghouse number.

Not applicable.

2. 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).

Even if approval of this encroachment agreement were a "project" for CEQA purposes, the CEQA guidelines, adopted by the Commission in Rule 2.4 of the Commission's Rules of Practice and Procedure, 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 them is an exemption for the “issuance of minor encroachment permits (Section 15305(b). (See CPUC D.05-03-015) Also among the classes of exempt projects are “construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure.” (Id., § 15303.) In particular, subpart (e) specifically exempts the construction of accessory (appurtenant) structures. The Improvements are of the nature of such an accessory structure. Therefore, even if the proposed transaction were a CEQA project (which it is not, as discussed below), it would be categorically exempt from CEQA under both Sections 15305(b) and 15303.

b. Not a “Project” Under CEQA

- i. If the transaction is not a “project” under CEQA, please explain why.

Approval of this Agreement is not a project for purposes of CEQA review as no physical change to the property will result from the approval of this Agreement, as the Improvements have already been constructed. Rather, denial of this request would necessitate removal of the Improvements, which would itself constitute a physical change that could potentially affect the environment.

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 7, 2011** 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:

Brian Cherry
Vice President, Regulation and Rates
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-6520
E-mail: PGETariffs@pge.com

Effective Date

Pursuant to the review process outlined in Resolution ALJ-244, PG&E requests that this advice filing become effective as soon as possible. Pursuant to Provision VII.A.5 of the Section 851 Pilot Program Regulations (Resolution ALJ-244, Appendix A), PG&E submits this filing as a Tier 2 (meaning that it may be approved by the Executive Director or Energy Division Director) if unprotested, or as Tier 3 (if protested).

Notice

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 and Appendix A. Address change requests and electronic approvals should be directed to e-mail PGETariffs@pge.com. Advice letter filings can also be accessed electronically at <http://www.pge.com/tariffs>.

A handwritten signature in black ink that reads "Brian Cherry /gcd". The signature is written in a cursive, flowing style.

Vice President - Regulation and Rates

Attachments

Attachment 1: Encroachment Agreement
Attachment 2: Final Order of Condemnation

***** SERVICE LIST Advice 3863-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
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Brewster Fong
Division of Ratepayer Advocates
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703- 2187
bfs@cpuc.ca.gov

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

***** AGENCIES *****

Contra Costa County
Public Works Department
Attention: Julie Bueren
255 Glacier Drive
Martinez, CA 94553
Telephone: (925) 313-2201
Facsimile: (925) 313-2333

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

Richard V. and Charlotte Sue Pato
3516 Davi Place
Antioch, CA 94509
Telephone: (925) 354-6793

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: Conor Doyle

Phone #: (415) 973-7817

E-mail: jcdt@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) #: **3863-E**

Tier: 2

Subject of AL: **Davi Place Encroachment in Contra Costa County – Request for Approval of Encroachment Agreement Under Section 851**

Keywords (choose from CPUC listing):

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

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

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:

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: No

Confidential information will be made available to those who have executed a nondisclosure agreement: N/A

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: NA

No. of tariff sheets: NA

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: NA

Service affected and changes proposed:

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 Cherry, Vice President, Regulation and Rates

77 Beale Street, Mail Code B10C

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com

Attachment 1
Encroachment Agreement

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land and Environmental Management
1850 Gateway Blvd. 8th Floor
Concord, CA. 94520
Attn: Alan Spatcher, Land Agent

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 071-402-015)
LD 2102-01-1596

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this "**Agreement**") is made and entered into this ____ day of _____, 2011 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and Richard V. Pato and Charlotte Sue Pato, husband and wife, hereinafter called "**Owners**."

RECITALS

A. Owners are the fee title owners of certain real property within the City of Antioch , County of Contra Costa, state of California, Assessor's Parcel Number 071-402-015 (hereinafter, the "**Property**") legally described in **Exhibit "A"** attached hereto and made a part hereof.

B. PG&E is the owner of a certain easement and right-of-way (the "**Easement**") for the electric transmission facilities and for all other purposes connected therewith, as set forth in the Final Order of Condemnation dated May 16, 1947 and recorded in Book 1115 of Official Records at page 182, Contra Costa County Records which provides in part that owners "shall have no right to place or erect, and they hereby are prohibited from placing or erecting any building or other structure". The portion of the Property encumbered by the Easement is hereinafter referred to as the "**Easement Area**."

C. Owners existing encroachment includes a raised redwood deck with 36 inch railings, a gazebo and portion of a swimming pool including concrete foundations and other

improvements associated therewith (the "**Improvements**") on the Easement Area, the construction of which violates the prohibition against buildings or other structures contained in the Easement. The Easement Area and the portion of the Easement Area subject to such encroachment (the "**Encroachment Area**") are legally described in **Exhibit "B"** attached hereto and made a part hereof, and are shown on the map attached as **Exhibit "C"**.

D. Owners have 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 on the Easement Area on the terms and subject to the conditions set forth herein.

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

1. Consent to Encroachment. Notwithstanding the prohibition in the Easement, PG&E hereby consents to the encroachment of the **Improvements** onto the Easement Area by approximately forty (40) feet, in the manner and location as more specifically set forth in **Exhibit "B" and "C"** subject to the terms and conditions set forth herein. In addition, Owners shall have the right of ingress and egress over the Easement Area to obtain access to the Encroachment Area and the Improvements when necessary to fulfill Owners' obligations under this Agreement, in such areas as PG&E determines, in its sole and absolute discretion, will occasion the least practicable damage and inconvenience to PG&E, its facilities and operations.

2. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and Owners shall not commence any activity hereunder, unless and until the California Public Utilities Commission (the "**CPUC**") approves this Agreement by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC), and the terms and conditions of such CPUC approval are satisfactory to PG&E in its sole and absolute discretion. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC Decision _____ (Application No. _____), in like manner as though said provisions were set forth in full herein.

3. Termination; Restoration. PG&E may terminate Owners' rights under this Agreement, at any time, upon ninety (90) days written notice to the Owners, if PG&E, in its sole and absolute discretion, should determine that Owners' use of the Easement Area is inconsistent with PG&E's operational needs in the future, or in any way interferes with, impairs or otherwise impedes PG&E's full use of facilities installed or that may be installed by PG&E in the vicinity of the Easement Area. Upon such termination, Owners, at Owners' sole cost and expense, shall remove all Improvements that encroach upon the Easement Area and shall repair and restore the Easement Area as nearly as possible to the condition that existed prior to the construction of said Improvements. Owners shall pay the entire cost of such removal and restoration, and PG&E shall have no liability for any costs caused by or related to any such termination. If Owners fail to remove all Improvements that encroach onto the Easement Area or fail to repair or restore the Property within said ninety (90) day

period, PG&E may perform such removal, repair or restoration as necessary and recover such costs and expenses therefore from Owners. Owners agree to allow access to PG&E onto the Property for such purpose, and Owners shall pay all such costs and expenses within ten (10) days of receipt of an invoice therefore. Owners further acknowledge that PG&E's termination right shall not be affected by any Improvements that Owners have made to the Easement Area, regardless of the nature or extent of those Improvements. Owners understand and agree that notwithstanding that Owners may have made a substantial investment in such improvements, Owners shall not be entitled to any compensation whatsoever for the termination of Owners' rights under this Agreement by PG&E. (Owners to initial here CSF, R.P.).

4. Indemnification; Release.

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

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

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

6. Alterations. Except for the Improvements authorized pursuant to this Agreement, Owners shall not construct any additional buildings or structures on the Easement Area, nor shall Owners make any alteration, addition or improvement to the Easement Area that would increase the Encroachment Area, either horizontally or vertically. Owner shall not drill, bore or excavate on the Easement Area except in connection with construction of the Improvements pursuant to plans and specifications approved by PG&E, or a removal of the Improvements as required by this Agreement.

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

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

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

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

11. Insurance. Prior to the Effective Date of this Agreement, Owners shall procure, and thereafter Owners shall carry and maintain in effect at all times the following insurance: Personal Liability coverage at least as broad as the Insurance Services Office (ISO) Homeowners' or Personal

Liability Coverage "occurrence" form. The limit shall not be less than One Million Dollars (\$1,000,000) each occurrence for bodily injury, property damage and personal injury.

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

If to PG&E:

Pacific Gas and Electric Company
Attention: Alan Spatcher, Land Agent
Land and Environmental Management
1820 Gateway Blvd., 8th Floor
Concord, CA 94520

With a copy to:

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

If to Owners:

Mr. Richard Pato
3516 Davi Place
Antioch, CA 94509

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

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

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

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

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

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

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

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

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

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

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

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

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

"PG&E"

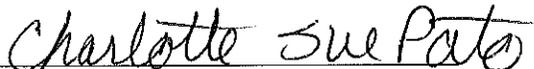
"Owners"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____
Robert L. Jones

Its: Manager
Land Management


Richard V. Pato


Charlotte Sue Pato

State of California
County of _____)

On _____, before me, _____,
Here insert name and title of the officer

personally appeared _____

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 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 Contra Costa)

On March 30th, 2011, before me, Ventura Flores, Notary Public,
Here insert name and title of the officer
personally appeared Richard V. Pato and Charlotte Sue Pato

_____, 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.



Ventura Flores
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"

Property description is located within the City of Antioch:

Lot 708 as shown upon the map of Subdivision 4740 filed for record in Book 199 of maps at Page 5, Contra Costa County records.

Exhibit "B"

"Encroachment Area"

A strip of land of the uniform width of 40.0' lying contiguous to and southeasterly of the northwesterly boundary line of Lot 708, as said lot is shown upon the map of Subdivision 4740 filed for record in Book 199 of maps at Page 5, Contra Costa County records and extending from the southwesterly boundary line of said Lot 708 northeasterly to the northeasterly boundary line of said Lot 708 said strip of land being a portion of said Lot 708.

Attachment 2
Final Order of Condemnation

62-6205 12-45-1871

156-23-A

LEADER 1115 PAGE 182

2102-01-0114

1 ROBERT H. GERDES
 2 F. H. PEARSON
 245 Market Street
 San Francisco 6, California

3 MESSRS. GERLSON, COLLINS & GORDON
 4 1917 McDonald Avenue
 Richmond, California

5 Attorneys for Plaintiff

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
 9 IN AND FOR THE COUNTY OF CONTRA COSTA

--0000--

11 PACIFIC GAS AND ELECTRIC COMPANY,
 a corporation,
 12 Plaintiff,

13 vs.

14 FRANK S. ARATA AND DAVE E. ARATA,
 et al.,
 15 Defendants.

No. 35149

--0000--

FINAL ORDER OF CONDEMNATION

18
 19
 20 Judgment of condemnation having been heretofore duly
 21 and regularly entered in the above entitled action in the office
 22 of the County Clerk of the County of Contra Costa, State of Cali-
 23 fornia, and it appearing to the satisfaction of the Court that the
 24 above named plaintiff, pursuant to said judgment, has paid into
 25 Court for defendants FRANK S. ARATA and DAVE E. ARATA the sum of
 26 Three Thousand Six Hundred Dollars (\$3,600.00) and for defendants
 27 SALARAG LAND CO. and A. H. WITTE the sum of Eleven Dollars (\$11.00)
 28 so awarded to said defendants by said judgment as just compensa-
 29 tion for and on account of the property herein condemned to public
 30 use by said judgment and that the said judgment has been satisfied

MAY 20 1947

20025

1 of record:

2 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND
3 DECREED:

4 I.

5 That an easement and right of way in, along, over and
6 upon the strips of land which are hereinafter in Paragraph II and
7 in Paragraph II of the judgment herein and in Paragraph V of the
8 first cause of action in the complaint stated, and herein and
9 therein designated Parcel 1, Parcel 2 and Parcel 3, and in each
10 Paragraph IV of the second and third causes of action in the com-
11 plaint stated, particularly described and bounded be and the same
12 are hereby condemned to and taken for the public uses as stated
13 in the complaint herein, to-wit: for the construction, reconstruc-
14 tion, maintenance and operation by plaintiff, its successors and
15 assigns, of a double circuit electric transmission line for the
16 purpose of transmitting, furnishing and supplying electric energy
17 to the public generally in the State of California for light, heat,
18 power and for such other purposes as electric energy may hereafter
19 be employed, said electric transmission line to consist of five
20 metal towers, to-gether with the necessary crossarms to be attach-
21 ed thereto, with such wires and cables as plaintiff, its successors
22 and assigns, may from time to time suspend therefrom for the trans-
23 mission of electricity and for telephone and telegraph lines to
24 be used in the conduct of plaintiff's business, said towers to be
25 constructed approximately at the location shown and indicated on
26 the blue print map which is attached to the complaint herein
27 (marked Exhibit A) by white squares on a broken white line within
28 the red lines designating the boundaries of said strips of land in
29 Paragraph V of the complaint described and therein designated as
30 Parcel 1, Parcel 2 and Parcel 3.

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II.

1 Said strips of land wherein said easement and right of
2 way are hereby condemned to and taken for said public uses in the
3 foregoing paragraph stated are situate in the County of Contra
4 Costa, State of California, and are more particularly described
5 and bounded as follows, to-wit:

6 Parcel 1. A strip of land of the uniform width of 80
7 feet extending from the southwesterly boundary
8 line of the parcel of land conveyed by Lester J. Bower,
9 et ux, to Charles K. Webb, et ux, by deed dated October
10 24, 1942 and recorded in Volume 703 of Official Records
11 at page 395, in the office of the County Recorder of
12 Contra Costa County, State of California, southwesterly
13 to the northeasterly boundary line of the parcel of
14 land conveyed by H. Jensen, et ux, to East Bay Municipal
15 Utility District by deed dated November 10, 1925
16 and recorded in Volume 8 of Official Records at page
17 347, in the office of the County Recorder of said
18 Contra Costa County, and lying equally on each side
19 of that certain line which begins at a point in the
20 southwesterly boundary line of said parcel of land
21 conveyed by said deed dated October 24, 1942, from
22 which the iron monument marking the east quarter corner
23 of Section 25, Township 2 North, Range 1 East, M.D.B.
24 & M., bears north $20^{\circ} 37'$ east 969.4 feet distant and
25 runs thence south $73^{\circ} 54'$ west 1567.0 feet, more or
26 less, to the northeasterly boundary line of said parcel
27 of land conveyed by said deed dated November 10, 1925
28 containing 2.88 acres.

18 Parcel 2. A strip of land of the uniform width of 80
19 feet extending from the southwesterly boundary
20 line of said parcel of land conveyed by said H. Jensen,
21 et ux, by said deed dated November 10, 1925 southwesterly
22 to the northeasterly boundary line of the parcel of land
23 conveyed by James G. Woodruff, et ux, to Egbert Judson,
24 et al, by deed dated March 14, 1877 and recorded in
25 Volume 32 of Deeds at page 218, in the office of the
26 County Recorder of said Contra Costa County, and lying
27 equally on each side of that certain line which begins
28 at a point in the southwesterly boundary line of said
29 parcel of land conveyed by said deed dated November 10,
30 1925 from which said iron monument bears north $55^{\circ} 00'$
east 2399.1 feet distant and runs thence south $73^{\circ} 54'$
west 186.0 feet, more or less, to the northeasterly
boundary line of said parcel of land conveyed by said
deed dated March 14, 1877, containing 0.34 acre.

Parcel 3. A strip of land of the uniform width of 80
feet extending from the westerly boundary line
of said Section 25 northeasterly to the southwesterly
boundary line of said parcel of land conveyed by said
James G. Woodruff, et ux, by said deed dated March 14,
1877 and lying equally on each side of that certain line
which begins at a point in the westerly boundary line

1 of said Section 25 from which the iron monument mark-
 2 ing the southwest corner of said Section 25 bears south
 3 1° 45' east 363.0 feet distant and runs thence north
 4 73° 54' east 3091.3 feet, more or less, to the south-
 5 westerly boundary line of said parcel of land conveyed
 6 by said deed dated March 14, 1877, containing 5.67 acres.

7 That the said respective strips of land in each Para-
 8 graph IV of the second and third cause of action in the complaint
 9 stated are located in the County of Contra Costa, state aforesaid,
 10 are here designated Parcel 5 and Parcel 6, and are particularly
 11 described and bounded as follows, to-wit:

12 Parcel 5. A strip of land of the uniform width of 80
 13 feet extending entirely across the parcel of
 14 land conveyed by James G. Woodruff, et ux, to Egbert
 15 Judson, et al, by deed dated March 14, 1877 and recorded
 16 in Volume 32 of Deeds at page 218, in the office of the
 17 County Recorder of said Contra Costa County, State of
 18 California and lying equally on each side of that cer-
 19 tain line which begins at a point in the southwesterly
 20 boundary line of the last mentioned parcel of land from
 21 which the iron monument marking the east quarter corner
 22 of Section 25, Township 2 North, Range 1 East, M. D. B.
 23 & M., bears north 56° 46½' east 2638.8 feet distant and
 24 runs thence north 73° 34' east 67 feet, more or less, to
 25 the northeasterly boundary line of the last mentioned
 26 parcel of land.

27 Parcel 6. A strip of land of the uniform width of 80
 28 feet extending entirely across the parcel of
 29 land conveyed by H. Jensen, et al, to East Bay Municipal
 30 Utility District by deed dated November 10, 1925 and re-
 31 corded in Volume 8 of Official Records at page 347 in
 32 the office of the County Recorder of said Contra Costa
 33 County, State of California, and lying equally on each
 34 side of that certain line which begins at a point in
 35 the southwesterly boundary line of said parcel of land
 36 conveyed by said deed dated November 10, 1925 from which
 37 the east quarter corner of Section 25, Township 2 North,
 38 Range 1 East, M. D. B. & M., bears north 55° 00' east
 39 2399.1 feet distant and runs thence north 73° 54' east
 40 123.2 feet, more or less, to the northeasterly boundary
 line of said parcel of land conveyed by said deed dated
 November 10, 1925.

III.

That an easement and right of way be and the same are
 hereby condemned to and taken for the following public use, to-wit:
 the construction, reconstruction, maintenance and use by plaintiff,

1 its successors and assigns, in connection with the construction,
2 reconstruction, maintenance, operation and patrol of said electric
3 transmission line, of a road in, along and upon that certain strip
4 of land described in Paragraph III of the judgment herein and in
5 Paragraph VI of the first cause of action in the complaint stated,
6 therein and herein designated as Parcel 4, the boundaries thereof
7 being indicated on said blue print map attached to the complaint
8 (marked Exhibit A) by yellow lines and which said strip of land
9 is more particularly described as follows, to-wit:

10 Parcel 4. A strip of land of the uniform width of 25
11 feet extending southerly from the southeasterly
12 boundary line of the strip of land hereinbefore described
13 and designated Parcel 3 and lying equally on each side of
14 that certain line which begins at a point from which said
15 iron monument marking the southwest corner of said Section
25 bears south $5^{\circ} 22\frac{1}{2}'$ west 100.8 feet distant and runs
16 thence north $1^{\circ} 45'$ west 224.9 feet, more or less, to the
17 southeasterly boundary line of the strip of land herein-
18 before described and designated Parcel 3, containing 0.13
19 acre.

IV.

17 That the four strips of land hereinbefore in Paragraphs
18 II and III hereof described and therein designated Parcel 1, Par-
19 cel 2, Parcel 3 and Parcel 4 are only parts of an entire tract of
20 land located in the County of Contra Costa, state aforesaid, which
21 is more particularly described as follows, to-wit:

22 The south half of Section 25, Township 2 North, Range
23 1 East, M. D. B. & M., save and excepting therefrom
24 (a) the parcel of land conveyed by James G. Woodruff,
25 et ux, to Egbert Judson, et al, by deed dated March 14,
26 1877 and recorded in Volume 32 of Deeds at page 218
27 in the office of the County Recorder of said Contra
28 Costa County; (b) the parcel of land conveyed by W.E.
29 Hagadorn to M. W. Belshaw, et al, by deed dated March
30 14, 1877 and recorded in Volume 32 of Deeds at page
623 in the office of the County Recorder of said Contra
Costa County; (c) the parcel of land conveyed by
Mortimer B. Veals, et ux, to Standard Oil Company by
deed dated October 7, 1925 and recorded in Volume 3 of
Official Records at page 228 in the office of the County
Recorder of said Contra Costa County; (d) the parcel
of land conveyed by H. Jensen, et ux, to East Bay Municipi-
pal Utility District by deed dated November 10, 1925 and

1 recorded in Volume 8 of Official Records at page 347
2 in the office of the County Recorder of said Contra
3 Costa County; (e) the parcel of land conveyed by
4 H. Jensen to Roberts Inland Dredging and Improvement
5 Company, Inc. by deed dated December 19, 1938 and
6 recorded in Volume 489 of Official Records at page
7 189, in the office of the County Recorder of said
8 Contra Costa County; and (f) the parcel of land con-
9 veyed by Lester J. Bower, et ux, to Charles K. Webb,
10 et ux, by deed dated October 24, 1942 and recorded
11 in Volume 703 of Official Records at page 395 in
12 the office of the County Recorder of said Contra
13 Costa County.

14 The strip of land in Paragraph II hereof designated Par-
15 cel 5 is only part of an entire tract of land located in the
16 County of Contra Costa, state aforesaid, which is more particularly
17 described as follows, to-wit:

18 That certain parcel of land, situate in Section
19 25, Township 2 North, Range 1 East, M. D. B. & M., con-
20 veyed by James G. Woodruff, et ux, to Egbert Judson,
21 et al, by deed dated March 14, 1877 and recorded in
22 Volume 32 of Deeds at page 218, in the office of the
23 County Recorder of said Contra Costa County, and that
24 certain parcel of land, situate in said section 25,
25 conveyed by W. H. Hagadorn, et ux, to M. W. Belshaw,
26 et al, by deed dated March 14, 1877 and recorded in
27 Volume 32 of Deeds at page 623, in the office of the
28 County Recorder of said Contra Costa County.

29 VI.

30 The strip of land in Paragraph II hereof designated
Parcel 6 is only part of an entire tract of land located in the
County of Contra Costa, state aforesaid, which is more particular-
ly described as follows, to-wit:

That certain parcel of land, situate in Section
25, Township 2 North, Range 1 East, M. D. B. & M.,
conveyed by H. Jensen, et al, to East Bay Municipal
Utility District by deed dated November 10, 1925 and
recorded in Volume 8 of Official Records at page 347,
in the office of the County Recorder of said Contra
Costa County.

VII.

That plaintiff, its successors and assigns, be and they
hereby are authorized as occasion therefor may hereafter arise in
the construction, reconstruction, maintenance, operation and patrol

92-6290 12-48-10M

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1 of said electric transmission line and said telephone and tele-
 2 graph lines to pass to and fro in, along, over and upon the said
 3 strips of land hereinbefore in Paragraph II described, and to cut
 4 and clear from the said strip of land any brush or trees now grow-
 5 ing upon or extending over or that may hereafter grow upon or
 6 extend over the same and which might in the judgment of plaintiff,
 7 its successors or assigns, interfere with the construction, recon-
 8 struction, maintenance or operation of said transmission line;
 9 and to erect suitable gates in any and all fences that may now or
 10 hereafter be constructed across said strips of land.

11 That the defendants, their successors and assigns, shall
 12 have no right to place or erect, and they hereby are prohibited
 13 from placing or erecting any building or other structure upon, or
 14 drilling any well or wells in, said strips of land hereinbefore
 15 in Paragraph II described.

16 *approved. this order* XVIII.
 17 *... DEPT. ...*
 18 That on filing a copy of this Final Order of Condemna-
 19 tion with the County Recorder of Contra Costa County, state afore-
 20 said, the aforesaid easements and rights of way and rights shall
 21 vest in plaintiff, its successors and assigns.

22 Done in open Court this 16th day of May, 1947.

25 The foregoing instrument is a
 26 correct copy of the original on
 27 file in this office.

28 ATTEST MAY 17 1947

29 W. T. PAASCH
 County Clerk and ex-officio Clerk of the
 Superior Court of the State of California
 (Court for the County of Contra Costa)
 Deputy Clerk

Harold Jacoby
 Judge

Filed in the office of the County
 Clerk of the County of Contra
 Costa, State of California, this
 16 day of May
 1947

W. T. PAASCH, County Clerk
 J. J. Casey, Deputy Clerk

Recorded at request of *Carson, Collins & Jordan*
 at *...* min. past *...* P.M. MAY 20 1947
 Fee \$ *...* Contra Costa County Records
 Ralph Cunningham, County Recorder

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

AT&T	Dept of General Services	Northern California Power Association
Alcantar & Kahl LLP	Douglass & Liddell	Occidental Energy Marketing, Inc.
Ameresco	Downey & Brand	OnGrid Solar
Anderson & Poole	Duke Energy	Praxair
Arizona Public Service Company	Dutcher, John	R. W. Beck & Associates
BART	Economic Sciences Corporation	RCS, Inc.
Barkovich & Yap, Inc.	Ellison Schneider & Harris LLP	Recurrent Energy
Bartle Wells Associates	Foster Farms	SCD Energy Solutions
Bloomberg	G. A. Krause & Assoc.	SCE
Bloomberg New Energy Finance	GLJ Publications	SMUD
Boston Properties	GenOn Energy, Inc.	SPURR
	Goodin, MacBride, Squeri, Schlotz & Ritchie	San Francisco Public Utilities Commission
Braun Blaising McLaughlin, P.C.	Green Power Institute	Santa Fe Jets
Brookfield Renewable Power	Hanna & Morton	Seattle City Light
CA Bldg Industry Association	Hitachi	Sempra Utilities
CLECA Law Office	In House Energy	Sierra Pacific Power Company
CSC Energy Services	International Power Technology	Silicon Valley Power
California Cotton Ginners & Growers Assn	Intestate Gas Services, Inc.	Silo Energy LLC
California Energy Commission	Lawrence Berkeley National Lab	Southern California Edison Company
California League of Food Processors	Los Angeles Dept of Water & Power	Spark Energy, L.P.
California Public Utilities Commission	Luce, Forward, Hamilton & Scripps LLP	Sun Light & Power
Calpine	MAC Lighting Consulting	Sunshine Design
Cardinal Cogen	MBMC, Inc.	Sutherland, Asbill & Brennan
Casner, Steve	MRW & Associates	Tabors Caramanis & Associates
Chris, King	Manatt Phelps Phillips	Tecogen, Inc.
City of Palo Alto	McKenzie & Associates	Tiger Natural Gas, Inc.
City of Palo Alto Utilities	Merced Irrigation District	TransCanada
Clean Energy Fuels	Modesto Irrigation District	Turlock Irrigation District
Coast Economic Consulting	Morgan Stanley	United Cogen
Commercial Energy	Morrison & Foerster	Utility Cost Management
Consumer Federation of California	NLine Energy, Inc.	Utility Specialists
Crossborder Energy	NRG West	Verizon
Davis Wright Tremaine LLP	Navigant Consulting	Wellhead Electric Company
Day Carter Murphy	Norris & Wong Associates	Western Manufactured Housing Communities Association (WMA)
		eMeter Corporation
Defense Energy Support Center	North America Power Partners	
Department of Water Resources	North Coast SolarResources	