





**Brian K. Cherry**  
Vice President  
Regulation and Rates

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P.O. Box 770000  
San Francisco, CA 94177

Fax: 415.973.6520

August 30, 2011

**Advice 3897-E**

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Subdivision Encroachments in Fresno County – Request for  
Approval of Three Encroachment Agreements 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 three separate Encroachment Agreements (“Agreements”) with (1) Kelly K. Park (“Park”), (2) Anthony J. Garcia and Olga Garcia (“Garcia”), and (3) Shawn Sanders (“Sanders”), collectively referred to as the “Owners.” The Agreements regard the encroachments of a certain PG&E overhead electric transmission line easement located on three properties at (1) 4751 W. Oswego Ave., (2) 4776 W. Morris Ave., and (3) 4701 W. Roberts Ave., in the City of Fresno, County of Fresno, State of California, collectively the (“Properties”) owned by Park, Garcia and Sanders, respectively. The Properties were constructed by Cambridge Homes (“Developer”) within a portion of PG&E’s easement without the Owners’ or PG&E’s knowledge or consent and are now being occupied, used, and maintained by the Owners, but which now does not interfere with PG&E’s provision of utility service. Copies of the Agreements are 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 facilitates to support its electric transmission activities. PG&E is the owner of an easement and right-of-way for electric transmission facilities and for all other purposes connected therewith (“Easement”), as set forth in the Grant of Easement dated April 27, 1947, which provides 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 Properties encumbered by the Easement is hereinafter referred to as the “Easement Area.”

In 2005, the Developer constructed and completed Subdivision Tract 5098 in the City of Fresno, consisting of single family residential homes in which a portion of the

Properties were constructed within PG&E's Easement (the "Encroachment"). The Owners purchased the Properties in 2006 (Garcia), 2009 (Park) and 2010 (Sanders) and were unaware of the Easement and the Encroachment. The Owners have no intention to remove, relocate, or expand their Properties further into PG&E's Easement Area.

PG&E advised the Owners that the location of the Properties 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 encroachments (the "Encroachment Area") are legally described in Exhibit "B" and are shown on the maps attached as Exhibit "C" attached hereto and made part of the Agreements.

In light of these unintended encroachments, the Owners have requested that PG&E grant them permission for the maintenance and occupation of the Properties within the Easement Area. PG&E has determined that the Properties, 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 Properties 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 encroachments on the Easement Area on the terms and subject to the conditions set in the Agreements, adoption of which, is not adverse to but rather protects ratepayers interests.

In accordance with Resolution ALJ-244<sup>1</sup>, 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	Kelly K. Park
Ann H. Kim	9658 W. Whitesbridge Ave.
Law Department	Fresno, CA 93706
P.O. Box 7442	Telephone: (559) 347-8336
San Francisco, CA 94120	
Telephone: (415) 973-7467	Anthony & Olga Garcia
Facsimile: (415) 973-5520	4776 W. Morris Ave.
Email: <a href="mailto:AHK4@pge.com">AHK4@pge.com</a>	Fresno, CA 93722
	Telephone: (559) 486-3351

Shawn Sanders  
7636 Ingram Ave., #106  
Fresno, CA 93711  
Telephone: (559) 287-9004

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<sup>1</sup> ALJ-272 (August 18, 2011) extended the Pub. Util. Code § 851 Pilot Program established in Resolution ALJ-186, as modified by Resolutions ALJ-202 and ALJ-244, pending the Commissions consideration of comments filed by interested parties and possible future amendments to the pilot program.

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

The Owners are the fee title holders of the Properties located at 4751 W. Oswego Ave., 4776 W. Morris Ave., and 4701 W. Roberts Ave., and further identified as Assessor's Parcel Numbers (APN) 509-340-51, 509-370-04 and 509-340-69, respectively.

PG&E is the owner of a 110-foot-wide easement and right-of-way commonly known as the Herndon-Ashlan 230kv - Line 829 electric overhead transmission line corridor and for all other purposes connected therewith, as set forth in Grant of Easement dated April 27, 1947 and recorded in Book 2645 of Official Records at page 487, Fresno County Records. A copy of the Easement is attached hereto as Attachment 2.

As described earlier, the Easement expressly prohibits the construction of any buildings or structures within the Easement Area. The Properties are pre-existing structures built on the properties wherein only a portion of the resident structures encroach within the Easement Area. The Encroachment Area is nominal, as shown here for the Properties:

Properties	Encroachments
4751 W. Oswego Ave.	4.76 feet and 22.25 feet
4776 W. Morris Ave.	3.00 feet and 1.5 feet
4701 W. Roberts Ave.	1.57 feet

Notwithstanding the prohibition in the Easement, PG&E consents to the Encroachment in the Easement Area in the manner and locations as more specifically set forth in the Agreements.

**(3) Intended Use of the Property:**

The Owners have requested that PG&E grant permission for the Owners to occupy, use and maintain the Properties within the Easement Area. PG&E has determined that the Properties, 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 Agreements.

The Agreements include 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 Agreements 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 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 Agreements 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 Agreements, which will be binding on any successors in interest.

Approval of the Agreements are 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.<sup>2</sup> 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 Agreements and the fact that the Properties do not interfere with PG&E's utility operations, this transaction is not adverse to the public interest, and in fact the CPUC has repeatedly approved Section 851 filings for such encroachment agreements, including in 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 easement.<sup>3</sup>

PG&E therefore seeks authorization from the Commission pursuant to Section 851 prospectively approving the Agreements and granting approval for the pre-existing Properties 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:**

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<sup>2</sup> 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).

<sup>3</sup> 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).

PG&E is not collecting any fee associated with granting the Agreements to the Owners. PG&E is seeking approval of the restrictive requirements in the Agreements as a condition of allowing the Owners to encroach upon the Easement Area. PG&E's consent to allow the Owners to encroach upon the Easement Area on the Properties do 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.

**(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 Transaction<sup>4</sup>:**

Not applicable.

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<sup>4</sup> During adoption of the Advice Letter pilot program in ALJ-186 (later followed by ALJ-202, ALJ-244, and ALJ-272), 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.)

**(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 information 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 environmental review by the CPUC as a lead agency.
- 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 the Agreements.
- 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).

Not applicable.

b. Not a "Project" Under CEQA

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

Approval of these Agreements are not a project for purposes of CEQA review as no physical change to the property will result from the approval of these Agreements, as the Properties have already been constructed. Rather, denial of this request would necessitate removal of the Properties, 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 **September 21, 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](mailto:mas@cpuc.ca.gov) and [jnj@cpuc.ca.gov](mailto: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

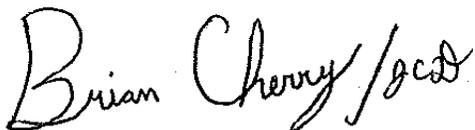
Facsimile: (415) 973-6520  
E-mail: [PGETariffs@pge.com](mailto:PGETariffs@pge.com)

**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](mailto:PGETariffs@pge.com). Advice letter filings can also be accessed electronically at <http://www.pge.com/tariffs>.

Handwritten signature of Brian Cherry in cursive script.

Vice President - Regulation and Rates

**Attachments**

Attachment 1 – Encroachment Agreement

Attachment 2 – Herndon-Ashlan – Line 829 Electric overhead Transmission Line  
Corridor Easement

\*\*\*\*\* SERVICE LIST Advice 3897-E \*\*\*\*\*  
**APPENDIX A**

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

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

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

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

Julie Fitch  
 Energy Division  
 505 Van Ness Avenue  
 San Francisco, CA 94102  
 (415) 355-5552  
 Jf2@cpuc.ca.gov

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 \*\*\*\*\*

County of Fresno  
 Public Works and Planning  
 Attn: Alan Weaver - Director  
 2220 Tulare Street, 6th Floor  
 Fresno, CA 93721  
 Telephone: (559) 600-4078  
 Facsimile: (559) 6004548  
 Email: aweaver@co.fresno.ca.us

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

Kelly K. Park  
 9658 W. Whitesbridge Ave.  
 Fresno, CA 93706  
 Telephone: (559) 347-8336

Anthony & Olga Garcia  
 4776 W. Morris Ave.  
 Fresno, CA 93722  
 Telephone: (559) 486-3351

Shawn Sanders  
 7636 Ingram Ave., #106  
 Fresno, CA 93711  
 Telephone: (559) 287-9004

# 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) #: **3897-E**

**Tier: 2**

Subject of AL: **Subdivision Encroachments in Fresno County - Request for Approval of Three Encroachment Agreements 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 #:

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: **As Soon As Possible**

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 Agreements**

Encroachment Agreement – Short (2/2009)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY

Land Services Office

650 'O' Street – Mail Bag 23

Fresno, CA 93760

Attn: DAV0, 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

Herndon-Ashlan 230KV – Line 829

(APN 509-340-51)

LD# 2213-19- \_\_\_\_\_

**ENCROACHMENT AGREEMENT**

This Encroachment Agreement (this "Agreement") is made and entered into this 22 day of MARCH, 2011 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "PG&E", and KELLY KYEONG PARK, hereinafter called "Owner."

RECITALS

A. Owner is the fee title owner of certain real property within the City of Fresno, County of Fresno, State of California, Assessor's Parcel Number 509-340-51 (hereinafter, the "Property") legally described in **EXHIBIT "A"** attached hereto and made a part hereof.

B. PG&E is the owner of that certain easement and right-of-way (the "Easement") for the transmission of electric energy and for all other purposes connected therewith, as set forth in the Grant of Easement dated April 27, 1947 and recorded in Book 2645 of Official Records at page 487, Fresno County Records. The portion of the Property encumbered by the Easement is hereinafter referred to as the "Easement Area." The Easement provides in part that "First Parties shall not erect or construct any building or other structure, or drill or operate any sort of well, within said strip of land (easement area)",

C. Owner has purchased the Property in which a portion of their residential house, including concrete foundations and other improvements associated therewith and a free standing metal storage building (the "Improvements") within the Easement Area, the construction of which is prohibited within the Easement Area. The portion of the Easement Area upon which the

P.G.&E. CO.  
COPY

Encroachment Agreement – Short (2/2009)

improvements were constructed (the "**Encroachment Area**") is shown on the map labeled **Exhibit "B"** attached hereto and made a part hereof.

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

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

1. 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 4.76 feet and 22.25 feet respectively, in the manner and location as more specifically set forth in **Exhibit "B"**.

2. Governmental Approvals. Notwithstanding execution and delivery by the parties, this Agreement shall not become effective, unless and until the California Public Utilities Commission (the "**CPUC**") approves this Agreement by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC), and the terms and conditions of such CPUC approval are satisfactory to PG&E in its sole and absolute discretion. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC Resolution \_\_\_\_\_ (Advice Letter No. \_\_\_\_\_), in like manner as though said provisions were set forth in full herein.

3. Indemnification; Release.

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

Encroachment Agreement – Short (2/2009)

by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

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

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

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

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

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

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

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

Encroachment Agreement – Short (2/2009)

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

If to PG&E:

Manager, Land Management  
PG&E Land & Environmental Management  
P.O. Box 770000, Mail Code N10A  
San Francisco, CA 94177

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

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

If to Owner:

Kelly Kyeong Park  
9658 W. Whitesbridge Avenue  
Fresno, CA 93706-9356

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

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

12. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns. No assignment or delegation by Owner, whether by operation of law or otherwise, shall relieve Owner of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of Owner hereunder shall run with the land.

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

Encroachment Agreement – Short (2/2009)

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

15. Recording. Owner hereby consents and agrees to the recording by PG&E of this Agreement against the Property. Owner agrees to sign any additional documents reasonably required to complete such recording.

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

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

"PG&E"

"Owner"

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

By: \_\_\_\_\_  
Loren L. Loo

Kelly Kyeong Park  
Kelly Kyeong Park

Its: Manager, Land Management  
Technical & Land Services

\_\_\_\_\_

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
County of FRESNO }

On MARCH 22, 2011 before me, MARISOL GARCIA, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer

personally appeared KELLY KYEONG PARK  
Name(s) of Signer(s)

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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

#### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### Description of Attached Document

Title or Type of Document: ENCROACHMENT AGREEMENT

Document Date: MARCH 22, 2011 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: KELLY KYEONG PARK

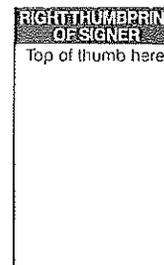
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Encroachment Agreement – Short (2/2009)

Administrative Information

Area 4

Fresno Land Service Office

Operating Department - Electric Transmission

USGS location: T 13 S, R 19 E, MDB&M

Section 11, NW4 of the NW4

FERC License Number N/A

PG&E Drawing Number: JL - 440

PLAT NO. 1319112

LD of affected document: 2213-19-0292

LD of Cross-referenced documents N/A

TYPE OF INTEREST: 2, 42

SBE Parcel Number N/A

(For Quitclaims, % being quitclaimed)

Order - PM 40862351

JCN: 03-05-052

County: Fresno

Utility Notice Numbers (if applicable)

851 Approval Application No. \_\_\_\_\_ Resolution \_\_\_\_\_

Prepared By: RTW

Checked By: JPW1

Revision Number (if applicable)

# EXHIBIT 'A'



FRESNO County Recorder  
Robert C. Werner  
DOC- 2009-0138184

Recording requested by:  
We The People

Check Number 3170  
Monday, OCT 05, 2009 10:01:10  
Ttl Pd \$12.00 Nbr-0003084477  
APR/R1/1-1

When recorded return to and Mail Tax  
Statement To:

Kelly Kyeong Park  
9658 W. Whitesbridge  
Fresno, CA 93706

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## GRANT DEED

APN: 509-340-51

No Documentary Transfer Tax Due

"This conveyance is in dissolution of marriage by one spouse to the other, R&T 11927."

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Richard Abrahamian and Kyeong Ok Abrahamian, Husband and Wife as Joint Tenants, do hereby grant to Kelly Kyeong Park, an Unmarried Woman as her Sole and Separate Property, the following described real property in the City of Fresno, County of Fresno, State of California:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lot 34 of Tract No. 5098, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 69, Pages 76, 77 and 78 of Plats, Fresno County Records.

Together with all appurtenances, and subject to any covenants, easements and restrictions of record.  
Commonly known as: 4751 W. Oswego, Fresno, CA 93722

Date Oct 4, 2009

Richard Abrahamian  
Richard Abrahamian

Date Oct 4, 2009

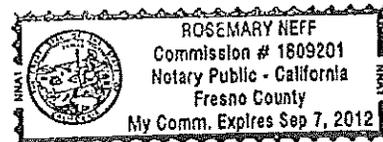
Kyeong Ok Abrahamian  
Kyeong Ok Abrahamian

STATE OF CALIFORNIA  
COUNTY OF FRESNO

On Oct 4, 2009, before me, ROSEMARY NEFF a Notary Public, personally appeared Richard Abrahamian and Kyeong Ok Abrahamian, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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.

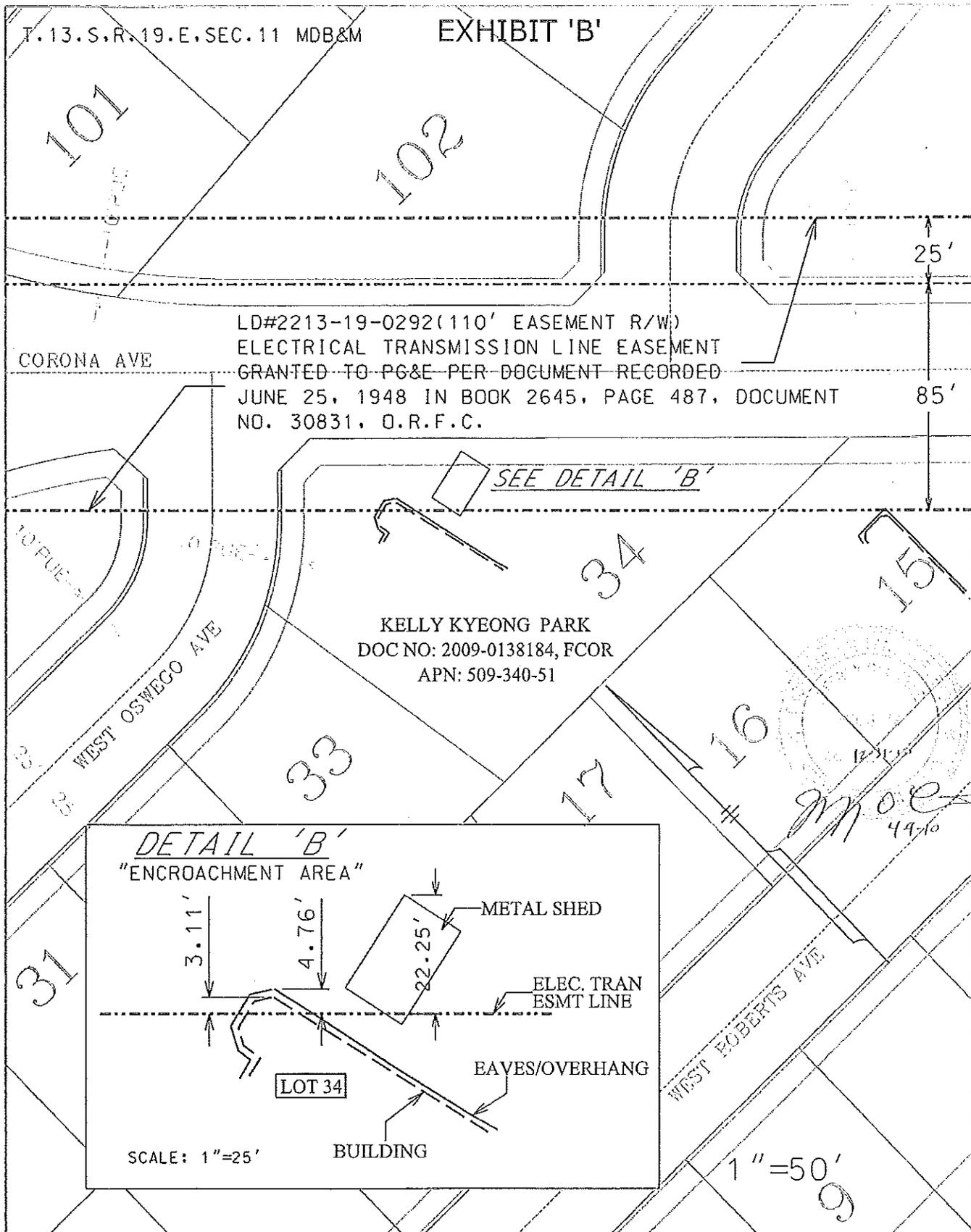
Rosemary Neff  
Notary Public

Mail Tax Statement As Shown Above.



T. 13. S. R. 19. E. SEC. 11 MDB&M

EXHIBIT 'B'



AUTHORIZATION 40862351	
BY	J. McDOUGAL
DR	C. WOODS
CH	D. MOORE
O.K.	J. LITTLE
DATE	05/19/09

Tr 5098 Encroachment  
Lot 34

PACIFIC GAS AND ELECTRIC COMPANY  
SAN FRANCISCO, CALIF. P.G.&E. CO. CALIF.  
COPY



JCN	03-05-052	
REGION	AREA 4	
COUNTY	FRESNO	
PROFILE	NO	
SHEET NO.	1	OF 1
DRAWING NUMBER	JL-441	CHANGE



Encroachment Agreement – Short (2/2009)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY

Land Services Office

650 'O' Street – Mail Bag 23

Fresno, CA 93760

Attn: R. Walker 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

Herndon-Ashlan 230KV – Line 829

(APN 509-370-04)

LD# 2213-19-\_\_\_\_\_

**ENCROACHMENT AGREEMENT**

This Encroachment Agreement (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "PG&E", and ANTHONY J. GARCIA and OLGA GARCIA, husband and wife, hereinafter (collectively) called "Owner."

RECITALS

A. Owner is the fee title owner of certain real property within the City of Fresno, County of Fresno, State of California, Assessor's Parcel Number 509-370-04 (hereinafter, the "Property") legally described in **EXHIBIT "A"** attached hereto and made a part hereof.

B. PG&E is the owner of that certain easement and right-of-way (the "Easement") for the transmission of electric energy and for all other purposes connected therewith, as set forth in the Grant of Easement dated April 27, 1947 and recorded in Book 2645 of Official Records at page 487, Fresno County Records. The portion of the Property encumbered by the Easement is hereinafter referred to as the "Easement Area." The Easement provides in part that "First Parties shall not erect or construct any building or other structure, or drill or operate any sort of well, within said strip of land (easement area)",

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

P.G.&E. CO.  
COPY

Encroachment Agreement – Short (2/2009)

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

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

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

1. 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 3 feet and 1.5 feet respectively, in the manner and location as more specifically set forth in **Exhibit "B"**.

2. Governmental Approvals. Notwithstanding execution and delivery by the parties, this Agreement shall not become effective, unless and until the California Public Utilities Commission (the "**CPUC**") approves this Agreement by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC), and the terms and conditions of such CPUC approval are satisfactory to PG&E in its sole and absolute discretion. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC Resolution \_\_\_\_\_ (Advice Letter No. \_\_\_\_\_), in like manner as though said provisions were set forth in full herein.

3. Indemnification; Release.

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

Encroachment Agreement – Short (2/2009)

by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

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

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

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

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

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

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

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

Encroachment Agreement – Short (2/2009)

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

If to PG&E:

Manager, Land Management  
PG&E Land & Environmental Management  
P.O. Box 770000, Mail Code N10A  
San Francisco, CA 94177

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

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

If to Owner:

Anthony J. and Olga Garcia  
4776 W. Morris Avenue  
Fresno, CA 93722

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

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

12. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns. No assignment or delegation by Owner, whether by operation of law or otherwise, shall relieve Owner of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of Owner hereunder shall run with the land.

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

Encroachment Agreement – Short (2/2009)

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

15. Recording. Owner hereby consents and agrees to the recording by PG&E of this Agreement against the Property. Owner agrees to sign any additional documents reasonably required to complete such recording.

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

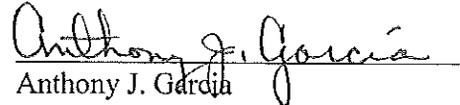
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

"PG&E"

"Owner"

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

By: \_\_\_\_\_  
Loren L. Loo

  
Anthony J. Garcia

Its: Manager, Land Management  
Technical & Land Services

  
Olga Garcia

State of California  
County of Fresno )

On April 26, 2010, before me, Nick A. Starkey, Notary Public,  
Here insert name and title of the officer

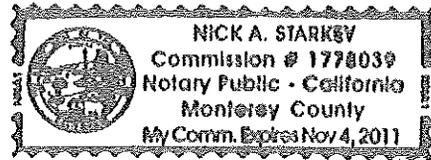
personally appeared Anthony J. Garcia and Olga Garcia

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.

Nick A. Starkey  
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 \_\_\_\_\_

Encroachment Agreement – Short (2/2009)

Administrative Information

Area 4

Fresno Land Service Office

Operating Department - Electric Transmission

USGS location: T 13 S, R 19 E, MDB&M

Section 11, NW4 of the NW4

FERC License Number N/A

PG&E Drawing Number: JL - 440

PLAT NO. 1319112

LD of affected document: 2213-19-0292

LD of Cross-referenced documents N/A

TYPE OF INTEREST: 2, 42

SBE Parcel Number N/A

(For Quitclaims, % being quitclaimed)

Order - PM 40862351

JCN: 03-05-052

County: Fresno

Utility Notice Numbers (if applicable)

851 Approval Application No. \_\_\_\_\_ Resolution \_\_\_\_\_

Prepared By: RTW

Checked By: JPW1

Revision Number (if applicable)

# Exhibit "A"

RECORDING REQUESTED BY  
Financial Title Company  
AND WHEN RECORDED MAIL TO

Name Anthony J. Garcia  
Email Address 4776 W. MORRIS AVE.  
City/State FRESNO, CA 93722.  
Zip  
Order No. 41172259-276-LJC



FRESNO County Recorder  
Robert C. Werner  
DOC- 2006-0133359  
Rec'd 1-Financial Title Company (C)  
Tuesday, JUN 27, 2006 08:00:00  
Tel Pd \$436.00 Nbr-0002220599  
CRR/R2/1-1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)  
City of FRESNO or  Unincorporated Area  
City Conveyance Tax is \$  
Parcel No. 509-370-04

Documentary Transfer Tax is \$429.00  
 computed on full value of interest or property conveyed, or  
 full value less value of liens or encumbrances remaining at  
the time of sale

[Signature]  
Signature of Grantor or Agent Determining Tax/ Firm Name

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Gerald W. McGowan and Patricia A. McGowan, Trustees of the McGowan Family Trust dated  
November 19, 1998, as revoked and restated June 18, 2002  
hereby GRANT(s) to  
Anthony J. Garcia and Olga Garcia, husband and wife as joint tenants  
the following real property:

All that certain real property situated in the City of Fresno, County of Fresno, State of California, described as  
follows:

Lot 50 of Tract No. 5098, in the City of Fresno, County of Fresno, State of California, according to the map  
thereof recorded in Book 69, Pages 76, 77 and 78 of Plats, Fresno County Records.

Dated: June 19, 2006

STATE OF CALIFORNIA  
COUNTY OF PLACER } S.S.

On June 19, 2006 before me,  
K. DRIVER ILER

[Signature]  
Gerald W. McGowan  
[Signature]  
Patricia A. McGowan

Notary Public, personally appeared  
Gerald W. McGowan and  
Patricia A. McGowan

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

WITNESS my hand and official seal.

Signature [Signature]



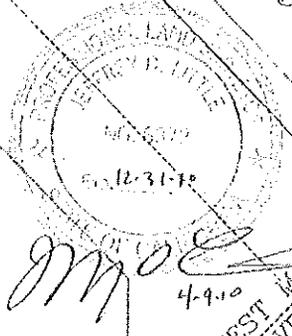
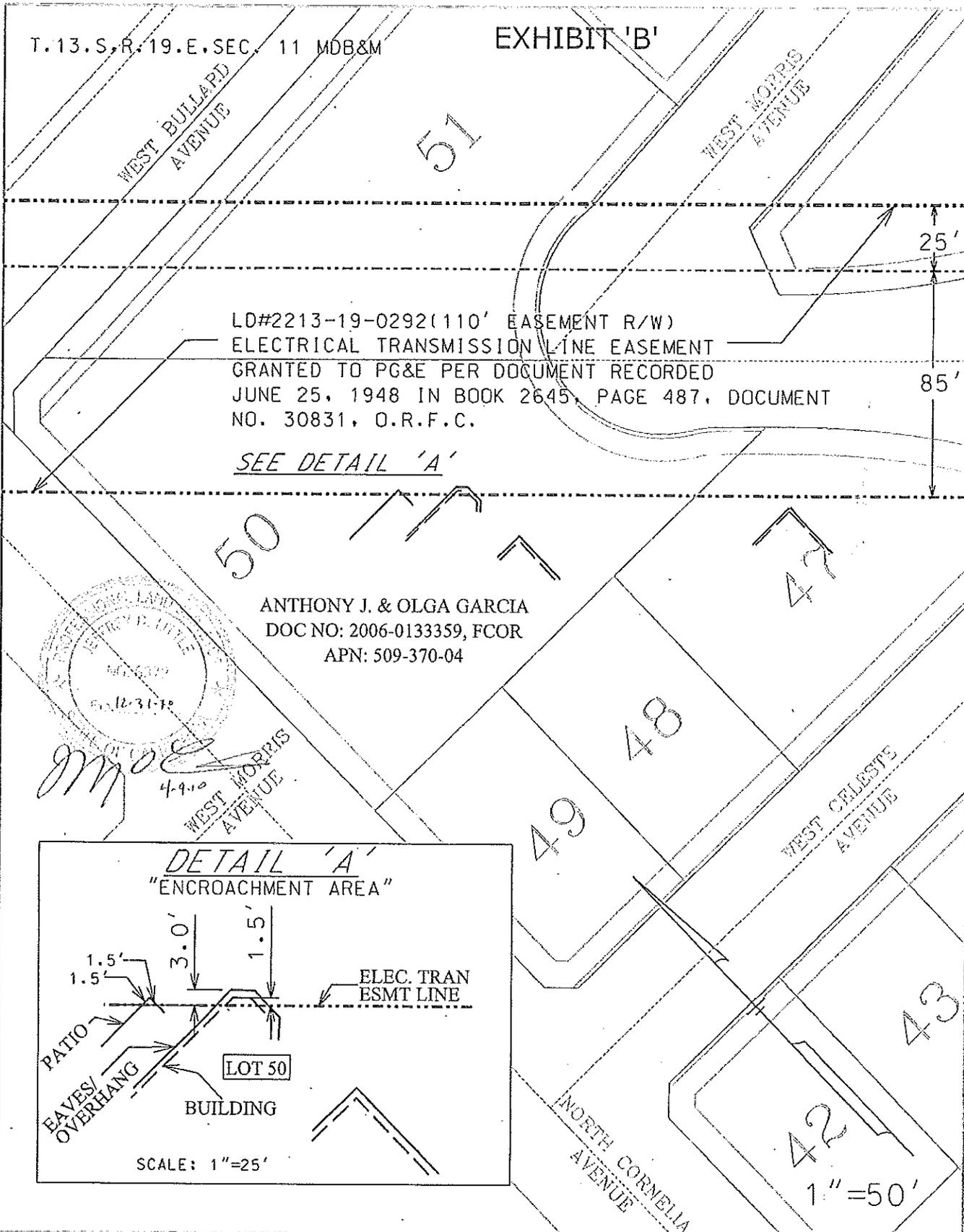
(This area for official notarial seal)

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

Name Street Address City & State

T. 13. S. R. 19. E. SEC. 11 MDB&M

EXHIBIT 'B'



AUTHORIZATION 40862351	
BY	J. McDOUGAL
DR	C. WOODS
CH	D. MOORE
O.K.	J. LITTLE
DATE	05/19/09

Tr 5098 Encroachment  
Lot 50  
PACIFIC GAS AND ELECTRIC COMPANY  
SAN FRANCISCO, CAL.



JCN	03-05-052	
REGION	AREA 4	
COUNTY	FRESNO	
PROFILE	NO	
SHEET NO.	1	OF 1
DRAWING NUMBER	JL-440	
CHANGE		

P.G.&E. CO.  
COPY



Encroachment Agreement – Short (2/2009)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY

Land Services Office

650 'O' Street – Mail Bag 23

Fresno, CA 93760

Attn: DAV0, 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

Herndon-Ashlan 230KV – Line 829

(APN 509-340-69)

LD# 2213-19- \_\_\_\_\_

**ENCROACHMENT AGREEMENT**

This Encroachment Agreement (this "Agreement") is made and entered into this  
24 day of MARCH, 2011 by PACIFIC GAS AND ELECTRIC COMPANY, a California  
corporation, hereinafter called "PG&E", and SHAWN SANDERS, hereinafter called "Owner."

RECITALS

A. Owner is the fee title owner of certain real property within the City of Fresno,  
County of Fresno, State of California, Assessor's Parcel Number 509-340-69 (hereinafter, the  
"Property") legally described in EXHIBIT "A" attached hereto and made a part hereof.

B. PG&E is the owner of that certain easement and right-of-way (the "Easement") for  
the transmission of electric energy and for all other purposes connected therewith, as set forth in  
the Grant of Easement dated April 27, 1947 and recorded in Book 2645 of Official Records at page  
487, Fresno County Records. The portion of the Property encumbered by the Easement is  
hereinafter referred to as the "Easement Area." The Easement provides in part that "First Parties  
shall not erect or construct any building or other structure, or drill or operate any sort of well,  
within said strip of land (easement area)",

C. Owner has purchased the Property in which a portion of the residential house,  
including concrete foundations and including improvements associated therewith (the  
"Improvements") within the Easement Area, the construction of which is prohibited within the  
Easement Area. The portion of the Easement Area upon which the improvements were  
constructed (the "Encroachment Area") is shown on the map labeled Exhibit "B" attached  
hereto and made a part hereof.

P.G.&E. CO.  
COPY

Encroachment Agreement – Short (2/2009)

D. Owner has requested that PG&E grant permission for the Improvements within the Easement Area. PG&E has determined that the Improvements, constructed pursuant to plans and specifications incorporated herein by reference, 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, Owner and PG&E hereby agree as follows:

1. Consent to Encroachment. Notwithstanding the prohibition in the Easement, PG&E hereby consents to the encroachment of the Improvements onto the Easement Area by approximately 1.57 feet, in the manner and location as more specifically set forth in Exhibit "B".

2. Governmental Approvals. Notwithstanding execution and delivery by the parties, this Agreement shall not become effective, unless and until the California Public Utilities Commission (the "CPUC") approves this Agreement by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC), and the terms and conditions of such CPUC approval are satisfactory to PG&E in its sole and absolute discretion. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC Resolution \_\_\_\_\_ (Advice Letter No. \_\_\_\_\_), in like manner as though said provisions were set forth in full herein.

3. Indemnification; Release.

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

Encroachment Agreement – Short (2/2009)

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

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

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

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

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

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

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

Encroachment Agreement – Short (2/2009)

If to PG&E:

Manager, Land Management  
PG&E - Land & Environmental Management  
P.O. Box 770000, Mail Code N10A  
San Francisco, CA 94177

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

Manager, Land Management  
PG&E - Land & Environmental Management  
245 Market Street, Room 1036  
San Francisco, CA 94105

If to Owner:  
Shawn Sanders  
7636 Ingram Ave., #106  
Fresno, CA 93711

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

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

12. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns. No assignment or delegation by Owner, whether by operation of law or otherwise, shall relieve Owner of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of Owner hereunder shall run with the land.

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

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

Encroachment Agreement – Short (2/2009)

15. Recording. Owner hereby consents and agrees to the recording by PG&E of this Agreement against the Property. Owner agrees to sign any additional documents reasonably required to complete such recording.

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

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

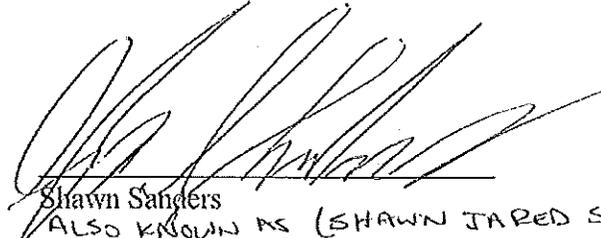
"PG&E"

"Owner"

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

By: \_\_\_\_\_  
Robert L. Jones

Its: Manager, Land Management  
Land & Environmental Management

  
\_\_\_\_\_  
Shawn Sanders  
ALSO KNOWN AS (SHAWN JARED SANDERS)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of FRESNO

On MARCH 24, 2011 before me, MARISOL GARCIA, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer

personally appeared SHAWN SANDERS  
Name(s) of Signer(s)

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 [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: ENCROACHMENT AGREEMENT

Document Date: MARCH 24, 2011 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

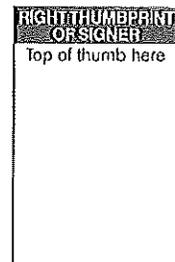
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



Encroachment Agreement – Short (2/2009)

Administrative Information

Area 4

Fresno Land Service Office

Operating Department - Electric Transmission

USGS location: T 13 S, R 19 E, MDM

Section 11, NW4 of the NW4

FERC License Number: N/A

PG&E Drawing Number: JL - 442

PLAT NO. 1319112

LD of affected document: 2213-19-0292

LD of Cross-referenced documents: N/A

TYPE OF INTEREST: 2, 42

SBE Parcel Number: N/A

% being quitclaimed: N/A

Order - PM 40862351

JCN: 03-05-052

County: Fresno

Utility Notice Numbers: N/A

851 Approval Application No. \_\_\_\_\_ Resolution \_\_\_\_\_

Prepared By: DAV0

Checked By: KAP6

Revision Number: N/A

EXHIBIT "A"



RECORDING REQUESTED BY  
Stewart Title of California  
WHEN RECORDED MAIL TO  
AND MAIL TAX STATEMENTS TO  
Shawn Sanders  
7636 Ingram Ave  
Fresno, CA 93711

FRESNO County Recorder  
Robert C Werner  
DOC- 2010-0165586  
Check Number 33594  
Tuesday DEC 14 2010 09 04 50  
NPC \$20 00  
Tel Pd \$206 55  
Nbr-0003344087  
APR/R1/1-3

ORDER NO 8708-313080  
ESCROW NO 7302-313080  
APN

SPACE ABOVE THIS LINE FOR RECORDER S USE

### GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$165 55 CITY TAX

- Monument Preservation Fee is
- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale
- Unincorporated area  City of Fresno, and

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

Federal National Mortgage Association aka Fannie Mae by Stewart Title Company as Attorney in Fact

hereby GRANT(S) to

*Shawn Sanders, a single man*

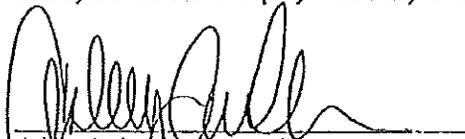
the following described real property in the, County of Fresno, State of California  
See "Exhibit A" attached hereto

GRANTEE HEREIN SHALL BE PROHIBITED FROM CONVEYING CAPTIONED PROPERTY TO A BONIFIED PURCHASER FOR VALUE FOR A SALES PRICE OF GREATER THAN \$180 600 00 FOR A PERIOD OF 3 MONTH(S) FROM THE DATE OF THIS DEED GRANTEE SHALL ALSO BE PROHIBITED FROM ENCUMBERING SUBJECT PROPERTY WITH A SECURITY INTEREST IN THE PRINCIPAL AMOUNT OF GREATER THAN \$180 600 00 FOR A PERIOD OF 3 MONTH(S) FROM THE DATE OF THIS DEED THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL TO GRANTEE

THIS RESTRICTION SHALL TERMINATE IMMEDIATELY UPON CONVEYANCE AT ANY FORECLOSURE SALE RELATED TO A MORTGAGE OR DEED OF TRUST

DATE December 9, 2010

Federal National Mortgage Association aka Fannie  
Mae by Stewart Title Company as Attorney in Fact

By   
Ashley Anderson Assistant Secretary

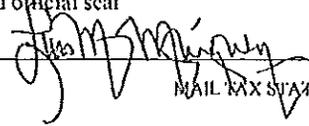
STATE OF CALIFORNIA  
COUNTY OF San Diego

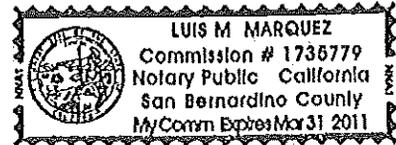
On 12/9/2010 before me,  
Luis M Marquez a Notary  
Public, personally appeared Ashley Anderson

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 



(Seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

**Exhibit A**  
**LEGAL DESCRIPTION**

File Number 313080

Parcel 1

Lot 14 of Tract No 5098, in the City of Fresno, County of Fresno, State of California according to the map thereof recorded in Book 69 Pages 76, 77 and 78 of Plats, in the office of the County Recorder of said County

Parcel 2

That portion of West Browning Avenue right of way as shown on Bullard Lands Irrigated Subdivision No 6, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 8, Pages 25 and 26 of Plats, in the office of the County Recorder of said County, described as follows

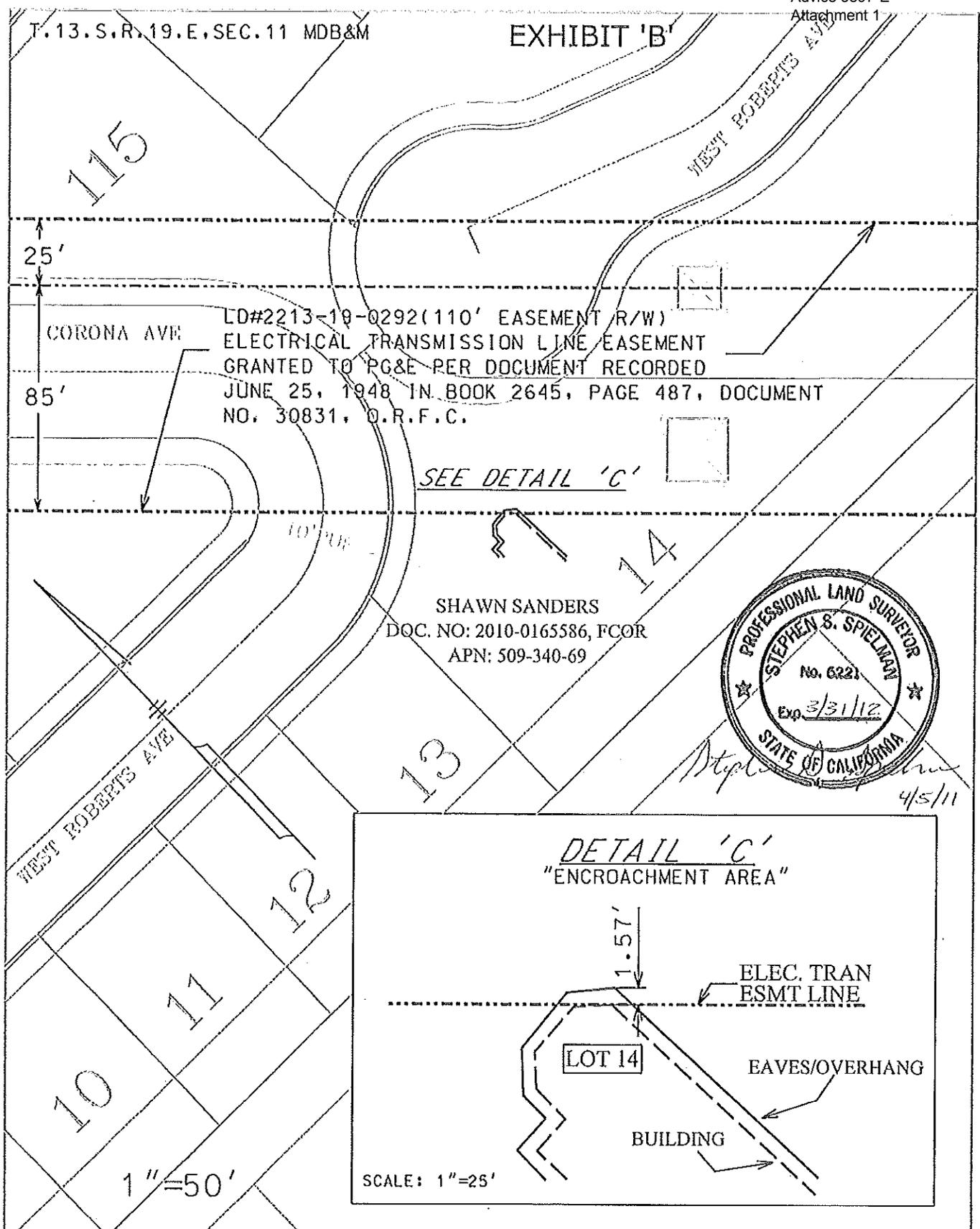
Beginning at the Southeast corner of Lot 14 of Tract No 5098, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 69, Pages 76, 77 and 78 of Plats, in the office of the County Recorder of said County, thence South  $00^{\circ}01'33''$  West, along the Southerly prolongation of the East line of said Lot 14, a distance of 17 82 feet to a point being 7 18 feet North of the North line of Lot 973 of said Bullard Lands Irrigated Subdivision No 6, thence North  $89^{\circ}58'27''$  West, parallel with and 7 18 feet North of the North line of said lot 973 and 974, a distance of 60 00 feet to a point on the Southerly prolongation of the West line of said lot 14, thence North  $00^{\circ}01'33''$  East along the Southerly prolongation of the West line of said Lot 14, a distance of 17 82 feet to the Southwest corner of said Lot 14, thence South  $89^{\circ}58'27''$  East along the South line of said Lot 14 a distance of 60 00 feet to the point of beginning, being a portion of West Browning avenue as abandoned by the City of Fresno's Resolution No 2004-103 as recorded April 1, 2004 as Instrument No 2004-0070498 which would pass by a conveyance of said land under Sections 831 and 1112 of the California Civil Code

Excepting one-half of all minerals, oil, gas and hydrocarbon rights without right of surface entry, as reserved by Gateways Mental Health Center Endowment Funds in that Deed recorded August 18, 1963, in Book 5608 Page 1 as Instrument No 60629

Apn 509-340-69s

T. 13. S. R. 19. E. SEC. 11 MDB&M

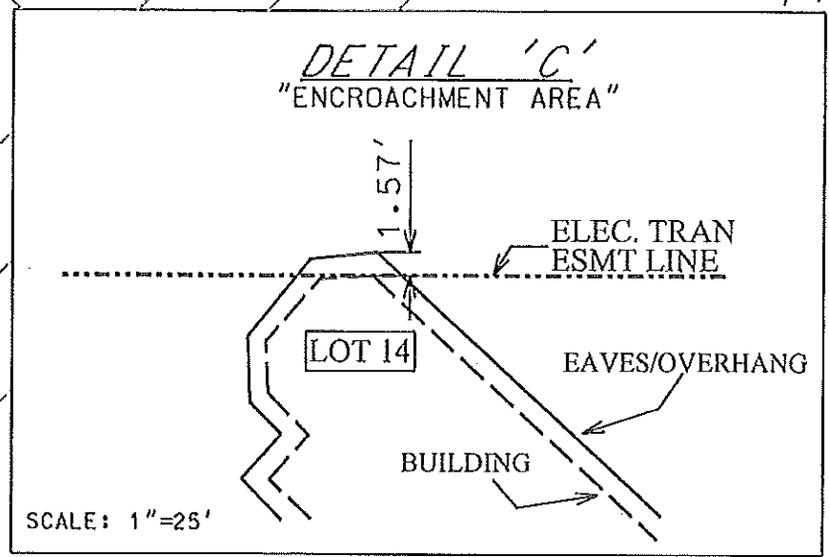
EXHIBIT 'B'



LD#2213-19-0292(110' EASEMENT R/W)  
ELECTRICAL TRANSMISSION LINE EASEMENT  
GRANTED TO PG&E PER DOCUMENT RECORDED  
JUNE 25, 1948 IN BOOK 2645, PAGE 487, DOCUMENT  
NO. 30831, O.R.F.C.

SEE DETAIL 'C'

SHAWN SANDERS  
DOC. NO: 2010-0165586, FCOR  
APN: 509-340-69



AUTHORIZATION 40862351	
BY	J. McDOUGAL
DR	C. WOODS
CH	D. MOORE
O.K.	J. LITTLE
DATE	05/19/09

Tr 5098 Encroachment  
Lot 14  
PACIFIC GAS AND ELECTRIC COMPANY  
SAN FRANCISCO CAL.



JCN	03-05-052
REGION	AREA 4
COUNTY	FRESNO
PROFILE	NO
SHEET NO.	1 OF 1
DRAWING NUMBER	JL-442
CHANGE	



**Attachment 2**  
**Herndon-Ashlan – Line 829 Electric**  
**Overhead Transmission Line Corridor**  
**Easement**

1144-221  
2213-19-0292

12645 P. 487

Consideration not more than \$100.00

THIS INDENTURE made by and between ~~HARRIET MICHAEL DOYLE~~ ~~WIFE OF~~ ~~JAMES O.~~  
WHITE, a widow, hereinafter called first parties, and PACIFIC GAS AND ELECTRIC  
COMPANY, a California corporation, hereinafter called second party,

WITNESSETH that:

WHEREAS first parties are the owners of those certain premises, situate  
in the County of Fresno, State of California, which are described as follows, viz.:

Lots 962, 963, 964, 965 and 966, as the same  
are delineated and so designated upon that certain  
map of Bullard Lands Irrigated, Subdivision No. 6  
recorded in volume 8 of maps at page 25, records  
of said Fresno County; and that portion described  
in the deed executed by Harriet O. White to James  
Michael Doyle, dated September 25, 1944 and re-  
corded in volume 2193 of official records at page  
360, records of said Fresno County, of lot 967,  
as the same is delineated and so designated upon  
said map;

and

WHEREAS second party is the owner of the easement across said premises  
granted by Lucy W. Ortleby to San Joaquin Light and Power Corporation by deed  
dated August 19, 1929 and recorded in volume 1130 of official records at page  
285, records of said Fresno County, for a tower and wire electric transmission  
line, which transmission line has heretofore been constructed and is now  
maintained and used by second party; and

WHEREAS second party desires to construct, maintain and use one additional  
transmission line on said premises adjacent to said existing transmission  
line.

NOW, THEREFORE, in consideration of value paid therefor by second party,  
the adequacy and receipt whereof are hereby acknowledged, first parties do  
hereby grant unto second party the right to from time to time erect, construct,  
reconstruct, replace, remove maintain and use such towers with all necessary  
and proper crossarms, braces and other appliances and fixtures for use in  
connection therewith, and suspend therefrom maintain and use such wires and/or

cables as second party may deem necessary for the transmission and distribution of electric energy and for private telephone and telegraph purposes of second party, together with a right of way therealong, over and across said premises within the strip of land which is described as follows, viz.:

A strip of land of the uniform width of 110 feet extending entirely across said premises and lying 25.0 feet on the northeasterly, and 85.0 feet on the southwesterly, side of a line which begins at a point in the northerly boundary line of said premises and runs thence south  $45^{\circ} 48'$  east 290 feet, more or less, to a point from which the northwest corner of section 11, township 13 south, range 19 east, M. D. B. & M., bears north  $27^{\circ} 10\frac{1}{2}'$  west 566.1 feet distant; thence south  $45^{\circ} 48'$  east 1160 feet, more or less, to the southerly boundary line of said premises.

First parties do further grant unto second party the right (a) of ingress to and egress from such facilities by a practicable route or routes across said premises, (b) to erect, maintain and use gates in all fences which now cross or shall hereafter cross the right or rights of way hereby granted, and (c) to trim, and/or to cut and clear away, any trees and brush whenever, in the judgment of second party, the same shall be necessary for the convenient and safe exercise of the rights hereby granted; provided, however, (1) that in exercising such right of ingress and egress second party shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof, and (2) that all trees which second party shall cut or remove, if valuable for either timber or wood, shall continue to be the property of first parties, but all tops, lops, brush and slash shall be burned or removed by second party.

Second party shall indemnify first parties against any and all loss and damage which may be caused by the exercise of said right of ingress and egress, or by any wrongful or negligent act or omission of second party or its agents, or employees, in the exercise of any of the rights hereby granted.

First parties, shall not erect or construct any building or other structure, or drill or operate, any sort of well, within said strip of land.

The rights granted by said deed dated August 19, 1929 are also included herein and henceforth the respective rights and obligations of the parties hereto respecting both said transmission line heretofore constructed and any additional transmission line constructed hereunder shall be determined exclusively by the provisions hereof. Second party shall not, however, erect more than two independent transmission lines on said strip of land.

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

IN WITNESS WHEREOF first parties have executed these presents this 27<sup>th</sup> day of April 27 1947. Harriet O White  
By Gerald J Doyle  
her attorney in fact

Executed in the presence of

\_\_\_\_\_ witness

STATE OF CALIFORNIA, }  
County of Fresno } ss.

On this 27<sup>th</sup> day of April in the year one thousand nine hundred and Forty-eight, before me, LURA L. PURDIN a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Gerald J. Doyle known to me to be the person described in, whose name is subscribed to the within instrument, as the attorney in fact of Harriet O. White and the said Gerald J. Doyle acknowledged to me that he subscribed the name of Harriet O. White thereto as principal and his own name as Attorney in fact.

In WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County, the day and year in this Certificate first above written.

Lura L. Purdin  
Notary Public in and for said County and State.



(GWM)  
8-25-47  
JHP (FHP)

5008

1144-221

V. 2670 P. 160

COPY SENT  
TO DIVISION

THIS INDENTURE made by and between EVELYN O. DOYLE, guardian of the person and estate of JAMES MICHAEL DOYLE, a minor, acting pursuant to an order of the Superior Court of the State of California, in and for the County of San Bernardino, hereinafter called first party, and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party,

WITNESSETH that:

WHEREAS said minor is the owner, subject to the life estate of Harriet O. White, of those certain premises, situate in the County of Fresno, State of California, which are described as follows, viz.:

Lots 962, 963, 964, 965 and 966, as the same are delineated and so designated upon that certain map of Bullard Lands Irrigated, Subdivision No. 6 recorded in volume 8 of maps at page 25, records of said Fresno County; and that portion described in the deed executed by Harriet O. White to James Michael Doyle, dated September 25, 1944 and recorded in volume 2193 of official records at page 360, records of said Fresno County, of lot 967, as the same is delineated and so designated upon said map;

and

WHEREAS second party is the owner of the easement across said premises granted by Lucy W. Ortleby to San Joaquin Light and Power Corporation by deed dated August 19, 1929 and recorded in volume 1130 of official records at page 285, records of said Fresno County, for a tower and wire electric transmission line, which transmission line has heretofore been constructed and is now maintained and used by second party; and

WHEREAS second party desires to construct, maintain and use one additional transmission line on said premises adjacent to said existing transmission line.

NOW, THEREFORE, in consideration of One Thousand dollars paid HARRIET O. WHITE therefor by second party, the receipt whereof is hereby acknowledged, first party does hereby grant unto second party, to the extent of the interest of said estate in said premises, the right to from time to time erect, construct, reconstruct, replace, remove, maintain and use such towers with all necessary and proper crossarms, braces and other appliances and fixtures for use in connection therewith, and suspend therefrom, maintain and use such wires and/or cables

965-8-72

as second party may deem necessary for the transmission and distribution of electric energy and for private telephone and telegraph purposes of second party, together with a right of way therealong, over and across said premises, within the strip of land which is described as follows, viz.:

A strip of land of the uniform width of 110 feet extending entirely across said premises and lying 25.0 feet on the northeasterly, and 85.0 feet on the southwesterly, side of a line which begins at a point in the northerly boundary line of said premises and runs thence south 45° 48' east 290 feet, more or less, to a point from which the northwest corner of section 11, township 13 south, range 19 east, M. D. B. & M., bears north 27° 10 $\frac{1}{2}$ ' west 566.1 feet distant; thence south 45° 48' east 1160 feet, more or less, to the southerly boundary line of said premises.

First party does further grant unto second party the right (a) of ingress to and egress from such facilities by a practicable route or routes across said premises, (b) to erect, maintain and use gates in all fences which now cross or shall hereafter cross the right or rights of way hereby granted, and (c) to trim, and/or to cut and clear away, any trees and brush whenever, in the judgment of second party, the same shall be necessary for the convenient and safe exercise of the rights hereby granted; provided, however, (1) that in exercising such right of ingress and egress second party shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof, and (2) that all trees which second party shall cut or remove, if valuable for either timber or wood, shall continue to be the property of said minor, but all tops, lops, brush and slash shall be burned or removed by second party.

Second party shall indemnify said estate against any and all loss and damage which may be caused by the exercise of said right of ingress and egress, or by any wrongful or negligent act or omission of second party or its agents, or employees, in the exercise of any of the rights hereby granted.

First party, or said minor or his successors in estate, shall not erect or construct any building or other structure, or drill, or operate any sort of well, within said strip of land.

GMO 89794

1144-221

1. 2679 P. 66

62-6295-12-47 15M

1 Mark Watterson  
2 Attorney At Law  
3 San Bernardino, California

G-2348

6 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
7 IN AND FOR THE COUNTY OF SAN BERNARDINO

8 --oo0oo--

9 In the Matter of the Guardianship of the )  
10 Person and Estate of )  
11 JAMES MICHAEL DOYLE, )  
12 a minor )

13 --oo0oo--

14 ORDER AUTHORIZING CONVEYANCE OF  
15 RIGHTS AND EASEMENT

16 There having come on regularly to be heard by this court on the 4<sup>th</sup>  
17 day of June, 1948 the duly verified petition of Evelyn O.  
18 Doyle, guardian of the person and estate of James Michael Doyle, a minor, for an  
19 order of this court authorizing and directing her pursuant to the provisions of  
20 Section 1515 of the Probate Code of the State of California, to convey to Pacific  
21 Gas and Electric Company, a public utility corporation, an easement for towers,  
22 wires and appurtenances for transmitting electricity and for private communication  
23 purposes over and across that certain real property belonging to said estate; and  
24 it appearing to the satisfaction of the court, and the court finds, that notice  
25 of the time and place of hearing of said petition has been duly and regularly  
26 given for the time and in the manner required by law, and that special notice  
27 was given to all persons requesting such special notice, and no person having  
28 appeared in court to except or object to the granting of said petition.

29 And it further appearing that Evelyn O. Doyle is the duly appointed, qualified  
30 and acting guardian of the person and estate of James Michael Doyle, a minor.

1 And it further appearing to the satisfaction of the court, and the court  
2 finds, that all the allegations contained in said petition are true and that it  
3 is to the advantage, benefit and best interest of said estate, and those  
4 interested therein, that said petition be granted, and the court being fully  
5 advised:

6 IT IS NOW ORDERED, ADJUDGED AND DECREED that Evelyn O. Doyle, guardian of  
7 the person and estate of James Michael Doyle, a minor, be and she is hereby  
8 authorized and directed to convey to Pacific Gas and Electric Company over and  
9 across the real property hereinafter described, the right and easement of  
10 erecting, constructing, reconstructing, replacing, removing, maintaining and  
11 using, subject to the terms and conditions set forth in the form of conveyance  
12 which is attached to the petition herein and marked Exhibit "A", towers with  
13 wires suspended therefrom, and all necessary and proper crossarms, braces, and  
14 other appliances and fixtures for use in connection therewith, within the strip  
15 of land described as follows, to wit:

16 A strip of land of the uniform width of 110 feet  
17 extending entirely across said real property and lying  
18 25.0 feet on the northeasterly and 85.0 feet on the  
19 southwesterly, side of a line which begins at a point  
20 in the northerly boundary line of said real property  
21 and runs thence south  $45^{\circ} 48'$  east 290 feet, more or  
22 less, to a point from which the northwest corner of  
23 section 11, township 13 south, range 19 east, M. D. B.  
24 & M., bears north  $27^{\circ} 10\frac{1}{2}'$  west 566.1 feet distant;  
25 thence south  $45^{\circ} 48'$  east 1160 feet, more or less, to  
26 the southerly boundary line of said real property.

27 Said real property is situate in the County of Fresno, State of California,  
28 and is described as follows, to wit:

29 Lots 962, 963, 964, 965 and 966, as the same are  
30 delineated and so designated upon that certain map of  
31 Bullard Lands Irrigated, Subdivision No. 6 recorded in  
32 volume 8 of maps at page 25, records of said Fresno  
33 County; and that portion described in the deed executed  
34 by Harriet O. White to James Michael Doyle, dated Sep-  
35 tember 25, 1944 and recorded in volume 2193 of official  
36 records at page 360, records of said Fresno County, of  
37 lot 967, as the same is delineated and so designated  
38 upon said map.

39 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said guardian is hereby

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1 authorized and directed to convey to Pacific Gas and Electric Company, its  
 2 successors and assigns, (a) the right to erect, maintain and use gates in all  
 3 fences which now or may hereafter cross said easement, (b) the right of ingress  
 4 to and egress from said easement by a practicable route across said real property,  
 5 (c) the right to exclude the erection of buildings or other structures and the  
 6 drilling of wells within 25.0 feet of said route, and (d) the right to trim  
 7 and/or cut and remove trees and brush along said easement whenever considered  
 8 necessary so to do.

9 IT IS FURTHER ORDERED AND DECREED that said rights and easement hereby  
 10 authorized to be granted shall be conveyed by an instrument in the form which is  
 11 attached to the Petition herein marked Exhibit "A", and all of the terms,  
 12 provisions and conditions as contained in said form marked Exhibit "A" are  
 13 hereby approved.

14 Dated this 3d day of June, 1948.

19 A. D. MITCHELL  
 20 Judge

21 (ENDORSED)  
 22 FILED  
 23 1948 June 4 P.M. 12:39  
 HARRY L. ALLISON, CO. CLERK  
 By Edith Campbell Deputy

25 STATE OF CALIFORNIA }  
 26 COUNTY OF SAN BERNARDINO } SS.

27 I, HARRY L. ALLISON, County Clerk and Ex-Officio Clerk of the  
 28 Superior Court of said County, hereby certify the foregoing to be  
 29 a full, true and correct copy of the original on file in my office.

30 Witness my hand and seal of the Superior Court  
 this 4 day of June 19 48  
 HARRY L. ALLISON, County Clerk  
 By Edith Campbell Deputy

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5/10/48

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