

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



August 24, 2015

Advice Letter: 3521-G

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

SUBJECT: 743 Madrone Avenue, Sunnyvale, California Encroachment - Request for Approval Under Section 851

Dear Ms. Allen:

Advice Letter 3521-G is effective as of November 1, 2014.

Sincerely,

A handwritten signature in cursive script that reads "Edward Randolph".

Edward Randolph
Director, Energy Division

October 2, 2014

Advice 3521-G
(Pacific Gas and Electric Company ID U 39 G)

Public Utilities Commission of the State of California

Subject: 743 Madrone Avenue, Sunnyvale, California Encroachment – Request for Approval Under Section 851

Purpose

Pacific Gas and Electric Company (“PG&E”) requests approval under Public Utilities Code Section 851 (“Section 851”) to enter into an Encroachment Agreement (“Agreement”) with James L. Rea, Trustee of The James L. Rea Revocable Living Trust (“Owner”) permitting the Owner to use and maintain an existing blacksmith workshop building (“Improvements”) on an easement and right-of-way owned by PG&E. The portion of the easement encumbered by the Improvements is referred herein as the “Easement Area.” A copy of the Agreement, including Improvement details, is attached hereto as **Attachment 1**.

Background

PG&E is building a safer, stronger natural gas system. In addition to ongoing pipeline safety initiatives, PG&E’s Pipeline Pathways program includes steps to ensure ready access to our pipelines now and into the future. Part of this program involves checking the area above PG&E’s gas pipeline (also known as the right-of-way) for items like sheds and trees which can interfere with PG&E’s ability to maintain, inspect and safely operate its system. Rights-of-way create a shared responsibility between PG&E and property owners to maintain the area above the pipeline. Pipeline rights-of-way on private property are documented in a written easement, which gives limited rights to make use of property owned by another.

The Owner is the fee title owner of residential real property located at 743 Madrone Avenue, Sunnyvale, California (“Property”). Property details and a copy of the Owner’s grant deed are attached hereto as **Attachment 2**. Since 1944, PG&E has owned an easement and rights-of-way for a gas transmission pipeline which traverses across the Owner’s Property (**see Attachment 3**). During PG&E’s Pipeline Pathways program inspection, PG&E discovered that the Owner had constructed Improvements on PG&E’s easement without PG&E’s knowledge. The Improvements consist of a blacksmith workshop building with an attached awning, including other improvements associated therewith, and encroaches on PG&E’s easement by approximately

three (3) feet (see Exhibit "A" in the Agreement). The easement prohibits the construction of such Improvements. In light of this unintended encroachment, the Owner has requested to enter into the Agreement requesting that PG&E grant it permission to maintain and use the Improvements within the Easement Area.

PG&E has determined that the Improvements, as constructed pursuant to plans and specifications in the Agreement, do not interfere with the present full use of the Easement Area or the safety and reliability of PG&E's gas operations. Therefore, PG&E is willing to agree to allow such encroachment within the Easement Area, subject to the terms and conditions described in the Agreement, and request Commission approval to enter into the Agreement, more specifically described in **Attachment 1**.

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

Pacific Gas and Electric Company	James L. Rea
Darren P. Roach	743 Madrone Avenue
Law Department	Sunnyvale, CA 94085
P.O. Box 7442	Telephone: (408) 745-0339
San Francisco, CA 94120	E-mail: jimr743@att.net
Telephone: (415) 973-6345	
Facsimile: (415) 973-5520	
Email: DPRC@pge.com	

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

The Owner is the fee title owners of certain real property in the City of Sunnyvale, County of Santa Clara, State of California. The Property is located at 743 Madrone Avenue, Sunnyvale, California and is designated as Assessor's Parcel Number (APN) 204-03-035, more specifically described in Exhibit "A", Attachment 1.

PG&E is the owner of an easement and rights-of-way for pipelines for conveying gas, consisting of a strip of land of the uniform width of 15 feet extending entirely across the premises and lying equally on each side of that certain line which begins at a point in the southeasterly boundary line of said premises from which an iron pipe marking the most easterly corner of said premises, more specifically described in Attachment 3.

(c) Intended Use of the Property:

The Easement expressly prohibits construction of any buildings or structures within the Easement. The Improvements were previously constructed without PG&E's knowledge or consent and are currently being used and maintained by

the Owner. Notwithstanding the prohibition in the Easement, PG&E consents to the encroachment on the Improvements onto the Easement Area by approximately three (3) feet, in the manner and location as more specifically set forth in Exhibit "A", subject to the terms and conditions set forth in the Agreement.

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

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

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

Not applicable.

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

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

(g) The Original Cost, Present Book Value, and Present Fair Market Value for Sales of Real Property and Depreciable Assets, and a Detailed Description of How the Fair Market Value Was Determined (e.g., Appraisal):

Not Applicable.

(h) The Fair Market Rental Value for Leases of Real Property, and a Detailed Description of How the Fair Market Rental Value Was Determined:

Not Applicable.

(i) 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.

(j) A Complete Description of any Recent Past (Within the Prior Two Years) or Anticipated Future Transactions that May Appear To Be Related to the Present Transaction¹:

Not Applicable.

(k) Sufficient Information and Documentation (Including Environmental Review Information) to Indicate that All Criteria Set Forth in Rule 3 of General Order (“GO”) 173 are Satisfied:

PG&E has provided information in this Advice Letter to satisfy the eligibility criteria under GO 173 in that:

- The activity proposed in the transaction will not require environmental review by the CPUC as a Lead Agency;
- The transaction will not have an adverse effect on the public interest or on the ability of PG&E to provide safe and reliable service to its customers at reasonable rates;
- The transaction will not materially impact the rate base of PG&E; and
- The transaction does not warrant a more comprehensive review that would be provided through a formal Section 851 application.

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

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

(m) Environmental Information

Pursuant to GO 173, the Advice Letter program applies to proposed transactions that will not require environmental review by the CPUC as a lead agency under the California Environmental Quality Act (“CEQA”) either because: (a) a statutory or categorical exemption applies (the applicant must provide a notice of exemption from the Lead Agency or explain by an exemption applies), or (b) because the transaction is not a project under CEQA (the applicant must explain the reasons why it believes that the transaction is not a project), or (c) because another public agency, acting as the Lead Agency under CEQA, has completed environmental review of the project, and the Commission is required to perform environmental review of the project only as a Responsible Agency under CEQA.

¹ During adoption of the Advice Letter pilot program in ALJ-186 (later followed by ALJ-202 and ALJ-244), this category of information was included to enable the CPUC to ensure that utilities were not seeking to circumvent the \$5 million Advice Letter threshold by dividing what is a single asset with a value of more than \$5 million into component parts each valued at less than \$5 million, which is clearly not the case here. (See CPUC Resolution ALJ-186, issued August 25, 2005, mimeo, p.5.)

(1) Exemption

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

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

Not Applicable.

ii. 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.

(2) Not a "Project" Under CEQA

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

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

(3) CPUC as a Responsible Agency under CEQA

If another public agency, acting as the Lead Agency under CEQA, has completed an environmental review of the project and has approved the final CEQA documents, and the Commission is a Responsible Agency under CEQA, the applicant shall provide the following.

a. The name, address, and phone number of the Lead Agency, the type of CEQA document that was prepared (Environmental Impact Report, Negative Declaration, Mitigated Negative Declaration), the date on which the Lead Agency approved the CEQA document, the date on which a Notice of Determination was filed.

Not Applicable.

- b. A copy of all CEQA documents prepared by or for the Lead Agency regarding the project and the Lead Agency's resolution or other document approving the CEQA documents.

Not Applicable.

- c. A list of section and page numbers for the environmental impacts, mitigation measures, and findings in the prior CEQA documents that relate to the approval sought from the Commission.

Not Applicable.

- d. An explanation of any aspect of the project or its environmental setting which has changed since the issuance of the prior CEQA document.

Not Applicable.

- e. A statement of whether the project will require approval by additional public agencies other than the Commission and the Lead Agency, and, if so, the name and address of each agency and the type of approval required.

Not Applicable.

Protests

Anyone wishing to protest this filing may do so by sending a letter by October 22, 2014, which is 20 days from the date of this filing. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. Protests should be mailed to:

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

Facsimile: (415) 703-2200
E-mail: EDTariffUnit@cpuc.ca.gov

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

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

Meredith Allen
Senior Director, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177

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

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter. (General Order 96-B, Section 7.4.) The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

Pursuant to the review process outlined in General Order 173, PG&E requests that this Tier 2 advice filing become effective on November 1, 2014, which is 30 days from the date of filing.

Notice

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

/S/

Meredith Allen
Senior Director, Regulatory Relations

Attachments

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

***** SERVICE LIST Advice 3521-G *****
APPENDIX A

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

James L. Rea
743 Madrone Avenue
Sunnyvale, CA 94085
Telephone: (408) 745-0339
E-mail: jimr743@att.net

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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San Francisco, CA 94102
(415) 355-5596
jzr@cpuc.ca.gov

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(415) 703-1333
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Edward Randolph
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(415) 703-2083
efr@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

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39 G)**

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: **Shirley Wong**

Phone #: **(415) 972-5505**

E-mail: **slwb@pge.com and PGETariffs@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) #: **3521-G**

Tier: **2**

Subject of AL: **743 Madrone Avenue, Sunnyvale, California Encroachment – Request for Approval Under Section 851**

Keywords (choose from CPUC listing): **Agreements, Contracts**

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: **November 1, 2014**

No. of tariff sheets: N/A

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed: N/A

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

CPUC, Energy Division
ED Tariff Unit
505 Van Ness Ave., 4th Floor
San Francisco, CA 94102
E-mail: EDTariffUnit@cpuc.ca.gov

Pacific Gas and Electric Company
Attn: Meredith Allen, Senior Director, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177
E-mail: PGETariffs@pge.com

Advice 3521-G

Attachment 1:
Encroachment Agreement

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Encroachment Management
6111 Bollinger Canyon Rd, Room 3240C
San Ramon, CA 94583
Attention: Manager

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(APN 204-03-035)
LD# 2306-02-3565

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this “**Agreement**”) is made and entered into this ___ day of August 2013 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “**PG&E**”, and James L. Rea, Trustee of The James L. Rea Revocable Living Trust hereinafter called “**Owner**.”

RECITALS

A. Owner is the fee title owner of certain real property within the City of Sunnyvale, County of Santa Clara, State of California, Assessor’s Parcel Number 204-03-035 (hereinafter, the “**Property**”) legally described as follows: Lot 29 of Tract No. 1079 Madrone Manor Subdivision as shown upon the map filed for record April 13, 1953 in Book 42 of Maps at page 15, Santa Clara County Records.

B. PG&E is the owner of that certain easement and rights-of-way (the “**Easement**”) for gas transmission pipeline and for all other purposes connected therewith, as set forth in the Grant of Easement dated August 15, 1944 and recorded in Book 1220 of Official Records at page 17, Santa Clara 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 “Second party shall avoid unreasonable interference with such use by first party of said premises as shall not be inconsistent with the full enjoyment hereof by second party; provided, however, that first party shall not erect, or construct, or permit to be erected or constructed, any building or other structure, or drill, or operate, any sort of well within said strip of said premises.”

C. Owner has constructed a blacksmith workshop building with an attached awning, including other improvements associated therewith (the "**Improvements**") on 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 outlined by the heavy dashed lines and shown on the map labeled **Exhibit "A"** 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, 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 three (3) feet, in the manner and location as more specifically set forth in **Exhibit "A"**.

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

3. Indemnification; Release.

(a) Indemnification. Owner shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries and affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "**Indemnitee**" and collectively, "**Indemnitees**") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "**Claims**"), which arise from or are in any way connected with the occupancy or use of the Easement Area by Owner or Owner's contractors, agents, or invitees, or the exercise by Owner of its rights hereunder, or the performance of, or failure to perform, Owner's duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of PG&E; (2) injury to property or other interest of PG&E, Owner or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all legal requirements relating to human health or the environment, and including any

liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnitee, any Claim arising from the sole, active negligence or willful misconduct of such Indemnitee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Owner is obligated to indemnify or provide a defense hereunder, Owner upon written notice from PG&E shall defend such action or proceeding at Owner's sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

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

If to PG&E:

Manager, Encroachment Management
PG&E Land Department
6111 Bollinger Canyon Road, Room 3240C
San Ramon, CA 94583

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

Manager, Encroachment Management
PG&E Land Department
6111 Bollinger Canyon Road, Room 3240C
San Ramon, CA 94583

If to Owner:

James L. Rea
743 Madrone Avenue
Sunnyvale, CA 94085

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

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

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

13. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. A party shall be deemed to have

prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment.

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

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

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

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

"PG&E"

"Owner"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

JAMES L. REA, as trustee of the James L.
Rea Revocable Living Trust

By: _____
Ettore Minor


James L. Rea, Trustee

Its: Manager, Encroachment Management
Land Management

State of California
County of Santa Clara)

On 8/8/2013, before me, Nguyen Chau, a Notary Public
Here insert name and title of the officer

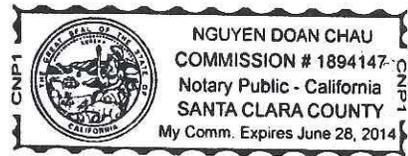
personally appeared James Rea

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.

Nguyen Chau
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 3, De Anza Division

Pipeline Pathways Project / Encroachment Management / San Ramon

Operating Department: Gas Transmission

Line 132 Mile Post 6.74

USGS location (MERIDIAN and T, R, S, & QQ): T06S, R02W, Section 24, NE ¼ of SE ¼

FERC License Number(s): N/A

PG&E Drawing Number(s): EA0001

PLAT NO.: N/A

LD of any affected documents: 2306-02-0593

LD of any Cross-referenced documents: N/A

TYPE OF INTEREST: 05, 52

SBE Parcel Number: N/A

PM # 41884370

JCN: N/A

County: Santa Clara

Utility Notice Numbers (if applicable): N/A

851 Approval Application No. _____ Resolution _____

Prepared By: NXCD

Checked By: JPW1

EXHIBIT "A"

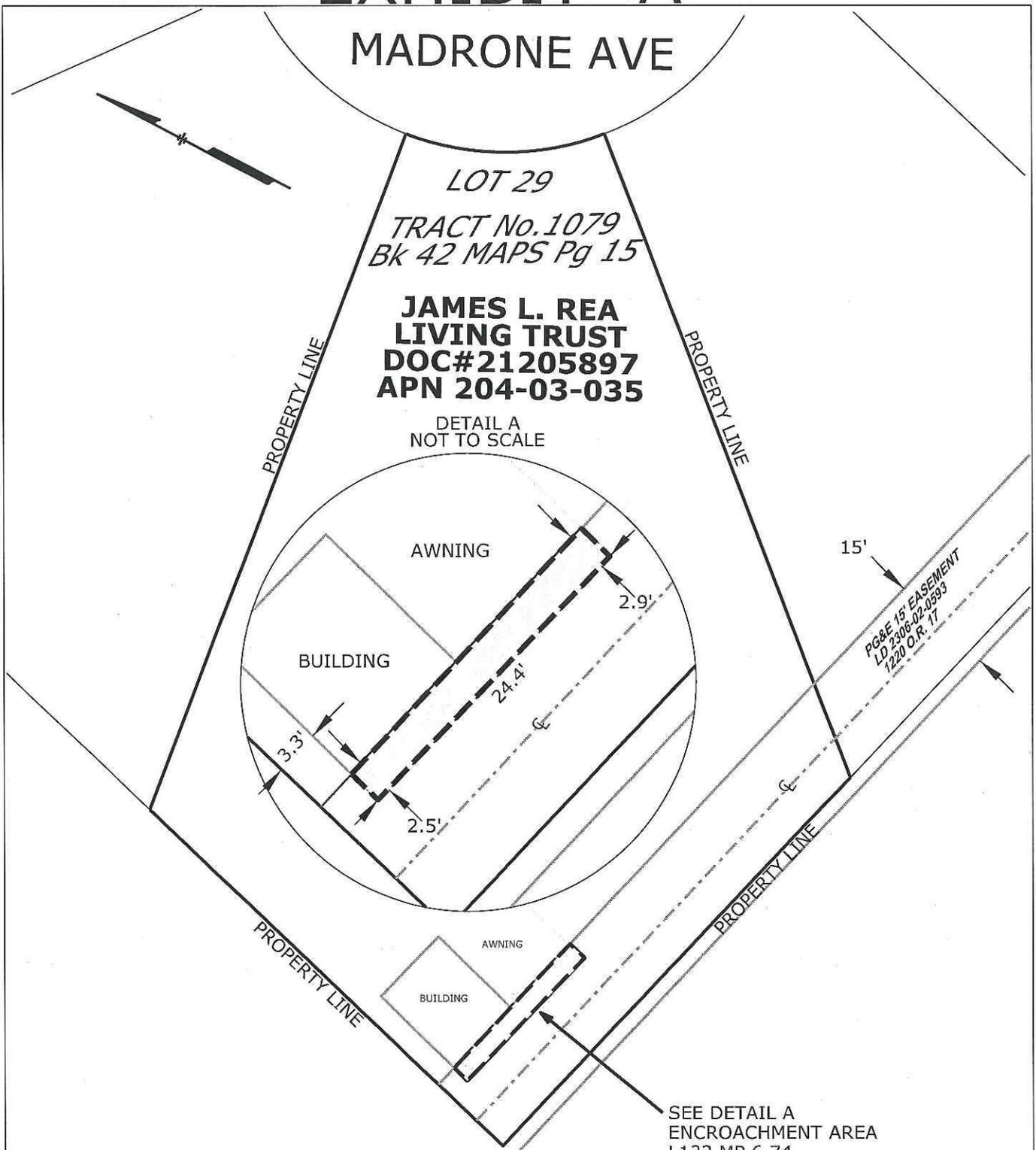
MADRONE AVE

LOT 29

TRACT No. 1079
Bk 42 MAPS Pg 15

**JAMES L. REA
LIVING TRUST
DOC#21205897
APN 204-03-035**

DETAIL A
NOT TO SCALE



UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG
BOUNDARIES OR LINES

PROJECT: **743 MADRONE AVE. SUNNYVALE, CA. 94085** SCALE: **1"=20"** DATE: **07/25/13**

SECTION 24 NE 1/4 OF SE 1/4	TOWNSHIP 06S	RANGE 02W	MERIDIAN MDB&M	COUNTY OF: SANTA CLARA	CITY OF: SUNNYVALE
PLAT MAP REFERENCES: PG&E ELECTRIC PLAT F1406 PG&E GAS PLAT 3350-G3				F.B.:	DR. BY: CXVE
PG&E		DE ANZA DIVISION	31884370 AUTHORIZ	CH. BY: NXCD EA0001 DRAWING NO.	

Advice 3521-G

Attachment 2:
Property Details and Owner's Grant Deed

Property Detail Report

For Property Located At :
743 MADRONE AVE, SUNNYVALE, CA 94085-3042



Owner Information

Owner Name: **REA JAMES L LIVING TRUST**
 Mailing Address: **743 MADRONE AVE, SUNNYVALE CA 94085-3042 C023**
 Vesting Codes: **// RT**

Location Information

Legal Description: **TRACT 1079 MADRONE MANOR
 BOOK 42 PAGE1 15 LOT 29
 SANTA CLARA, CA**

County:	5090.00 / 1	APN:	204-03-035
Census Tract / Block:		Alternate APN:	
Township-Range-Sect:		Subdivision:	MADRONE MANOR
Legal Book/Page:		Map Reference:	53-A1 / 812-E4
Legal Lot:	29	Tract #:	1079
Legal Block:		School District:	FREMONT UN
Market Area:	19	Munic/Township:	
Neighbor Code:			

Owner Transfer Information

Recording/Sale Date:	05/04/2012 / 04/26/2012	Deed Type:	GRANT DEED
Sale Price:		1st Mtg Document #:	
Document #:	21654965		

Last Market Sale Information

Recording/Sale Date:	04/30/1982 /	1st Mtg Amount/Type:	/
Sale Price:	\$92,000	1st Mtg Int. Rate/Type:	/
Sale Type:	FULL	1st Mtg Document #:	/
Document #:		2nd Mtg Amount/Type:	/
Deed Type:	DEED (REG)	2nd Mtg Int. Rate/Type:	/
Transfer Document #:		Price Per SqFt:	\$89.58
New Construction:		Multi/Split Sale:	
Title Company:			
Lender:			
Seller Name:	REA VICTORIA J		

Prior Sale Information

Prior Rec/Sale Date:	/	Prior Lender:	
Prior Sale Price:		Prior 1st Mtg Amt/Type:	/
Prior Doc Number:		Prior 1st Mtg Rate/Type:	/
Prior Deed Type:			

Property Characteristics

Gross Area:	1,027	Parking Type:	GARAGE	Construction:	WOOD
Living Area:	1,027	Garage Area:	288	Heat Type:	HEATED
Tot Adj Area:		Garage Capacity:		Exterior wall:	
Above Grade:		Parking Spaces:		Porch Type:	PORCH
Total Rooms:	5	Basement Area:		Patio Type:	NONE
Bedrooms:	3	Finish Bsmnt Area:		Pool:	
Bath(F/H):	1 /	Basement Type:		Air Cond:	
Year Built / Eff:	1953 / 1953	Roof Type:		Style:	L-SHAPE
Fireplace:	/	Foundation:		Quality:	FAIR
# of Stories:	1.00	Roof Material:		Condition:	AVERAGE
Other Improvements:					

Site Information

Zoning:	R0	Acres:	0.19	County Use:	RESID SINGLE FAMILY (01)
Lot Area:	8,250	Lot Width/Depth:	75 x 110	State Use:	
Land Use:	SFR	Res/Comm Units:	/	Water Type:	
Site Influence:				Sewer Type:	

Tax Information

Total Value:	\$169,908	Assessed Year:	2012	Property Tax:	\$2,145.78
Land Value:	\$84,113	Improved %:	50%	Tax Area:	09002
Improvement Value:	\$85,795	Tax Year:	2012	Tax Exemption:	HOMEOWNER
Total Taxable Value:	\$162,908				

A 2006-2-33

RECORDING REQUESTED BY:

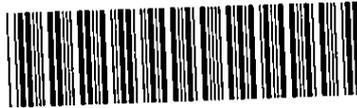
Old Republic Title Company

Order No.: 0619014086
APN: 204-03-035

When Recorded Mail Document and Tax Statements to:

James L. Rea
743 Madrone Ave.
Sunnyvale, CA 94085

DOCUMENT: 21654965



Pages: 2

Fees 18.00
Taxes
Copies
AMT PAID 18.00

REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Old Republic Title Company

RDE # 024
5/04/2012
8:00 AM

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s): VS for R&T
Documentary Transfer Tax is R&T 62 (a)
() computed on full value of property conveyed, or
() computed on full value less of liens and encumbrances remaining at time of sale.
() Unincorporated area: (X) City of Sunnyvale

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
James L. Rea, a single man, an unmarried man

hereby GRANT(S) to
James L. Rea, Trustee of The James L. Rea Revocable Living Trust

that property in Santa Clara County, State of California, described as follows:
* * * See "Exhibit A" attached hereto and made a part hereof. * * *

Date: April 26, 2012

James L. Rea
James L. Rea

State of California
County of Santa Clara

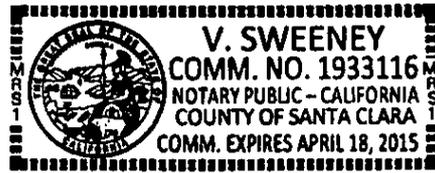
On April 27, 2012 before me, V. Sweeney, a
Notary Public, personally appeared James L. Rea

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 V. Sweeney
Name V. Sweeney
(typed or printed)



(Area reserved for official notarial seal)

ORDER NO. : 0619014086-PG

EXHIBIT A

The land referred to is situated in the County of Santa Clara, City of Sunnyvale, State of California, and is described as follows:

Lot 29, Tract No. 1079 "Madrone Manor" as per Map filed April 13, 1953 in Book 42 of Maps, Page 15, Santa Clara County Records.

APN: 204-03-035

ARB: 206-02-033

Advice 3521-G

Attachment 3:
PG&E's Easement

Notary Public in and for the City and County of San Francisco,
State of California

Frank Panter

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the said City and County of San Francisco, the day and year in this certificate first above written.

(personally known to him to be the same person, described in and whose names are subscribed to the within instrument as parties thereto) sign and execute the same, and that he, the affiant, thereupon subscribed his name as witness thereto.

Peter Paul De Bernardi and Margaret S. De Bernardi, husband and wife,
San Mateo, State of California, that he was present and saw

me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and said City and County, residing therein, duly commissioned and sworn, personally appeared.

Ray W. Long

On this 17th day of August, 1944, before me, FRANK PANTER, a Notary Public in and for said City and County of San Francisco.

State of California }
City and County of San Francisco } ss.

PROJECT *Multiplexing for the Machine*
AUTHORIZATION *4MB-73429* COST *200.00*
DRAFT No. *866371* MAP No. *B 3183 Boats*
COPY TO *De Bernardi & Co.*

319614

De Bernardi
to
P.B. & C. Co.

RECORDED
INDEXED
at the Request of
RAY W. LONG
RAILWAY EXPRESS AGENCY, Inc.
1944
8
17
1928
at 304, South
County Recorder
Ray W. Long
Deputy Recorder
89

Low + Book 2

WHEREAS, PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, proposes to acquire an easement for pipe lines for conveying gas over and across those certain premises of Peter Paul De Bernardi situate in the County of Santa Clara, State of California, described as follows:

Lot 49, as said lot is delineated and so designated on the Map of T. J. Murphy Subdivision No. 3, recorded in Book I of Maps at page 45, records of said Santa Clara County;

and

WHEREAS the undersigned is the tenant in possession of said premises;

NOW, THEREFORE, in consideration of value adequate therefor, paid by said corporation, receipt whereof is hereby acknowledged, the undersigned does hereby consent to the excavation for, installation, maintenance and use of said gas pipe lines along the easement therefor when granted by the owner of said premises, on condition that said corporation will reimburse the undersigned for any and all damage to the crops and livestock of the undersigned caused by said corporation, its agents or employees, during the excavation for and installation of said gas pipe lines.

Dated: 6/22/44

Ray W. Long
Ray W. Long

Charles Olson
Charles Olson

Damages to be estimated by Charles Olson & Ray W. Long

Handed
CORRECT AS TO
DESCRIPTION
6/16/44

Ins 40604-A-34440
Application No. 121796
Peter Paul De Bernardi and wife

CONSENT TO EASEMENT

RECORDED
AUG 19 1944

KNOW ALL MEN BY THESE PRESENTS: that

WHEREAS.....WALTER C. DEAN.....is one of the Trustees under that certain deed of trust recorded at page...57.....in Book...1206.....of Official Records of.....Santa Clara County, State of California; and under that certain deed of trust recorded at page...62..... in Book...1206.....of said Official Records; and

WHEREAS there has been granted to PACIFIC GAS AND ELECTRIC COMPANY, a corporation, across the premises described in said deeds of trust, an easement for pipe lines for conveying gas within the strip of land described as follows:

A strip of land of the uniform width of 15 feet extending entirely across lot 49, as said lot is delineated and so designated on the Map of T. J. Murphy Subdivision No. 3, recorded in Book I of Maps at page 45, records of said Santa Clara County, and lying equally on each side of that certain line which begins at a point in the southeasterly boundary line of said lot 49 from which an iron pipe marking the most easterly corner of said lot 49, bears north $14^{\circ} 51\frac{1}{2}'$ east 299.5 feet distant, and runs thence south $85^{\circ} 51'$ west 227.3 feet; thence north $75^{\circ} 16'$ west 544 feet, more or less, to the northwesterly boundary line of said lot 49.

NOW, THEREFORE, at the request of the beneficiaries under said deeds of trust, WALTER C. DEAN, as said trustee, acting alone under the authority therein vested in him, hereby consents to the execution of the grant of said easement and agrees that any sale made under the provisions of said deeds of trust shall be subject thereto.

Signed this 2nd day of October 1944.

Walter C. Dean
Trustee

STATE OF CALIFORNIA }
County of Alameda } ss.

On this 2nd day of October 1944, before me, G. E. Campbell

a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared WALTER C. DEAN, whose name is subscribed to the foregoing instrument as trustee, personally known to me to be the person described as trustee in, and who, as trustee, executed the said instrument, and he acknowledged to me that he executed the same as such trustee as therein set forth, freely and voluntarily, and for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

G. E. Campbell
Notary Public in and for said County and State.

My commission expires May 17, 1947

CORRECT AS TO DESCRIPTION
8/17/44

Approved for Signature
H. Thompson

D34711

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

AT&T	Douglass & Liddell	Occidental Energy Marketing, Inc.
Alcantar & Kahl LLP	Downey & Brand	OnGrid Solar
Anderson & Poole	Ellison Schneider & Harris LLP	Pacific Gas and Electric Company
BART	G. A. Krause & Assoc.	Praxair
Barkovich & Yap, Inc.	GenOn Energy Inc.	Regulatory & Cogeneration Service, Inc.
Bartle Wells Associates	GenOn Energy, Inc.	SCD Energy Solutions
Braun Blasing McLaughlin, P.C.	Goodin, MacBride, Squeri, Schlotz & Ritchie	SCE
CENERGY POWER	Green Power Institute	SDG&E and SoCalGas
California Cotton Ginners & Growers Assn	Hanna & Morton	SPURR
California Energy Commission	In House Energy	San Francisco Public Utilities Commission
California Public Utilities Commission	International Power Technology	Seattle City Light
California State Association of Counties	Intestate Gas Services, Inc.	Sempra Utilities
Calpine	K&L Gates LLP	SoCalGas
Casner, Steve	Kelly Group	Southern California Edison Company
Center for Biological Diversity	Linde	Spark Energy
City of Palo Alto	Los Angeles County Integrated Waste Management Task Force	Sun Light & Power
City of San Jose	Los Angeles Dept of Water & Power	Sunshine Design
Clean Power	MRW & Associates	Tecogen, Inc.
Coast Economic Consulting	Manatt Phelps Phillips	Tiger Natural Gas, Inc.
Commercial Energy	Marin Energy Authority	TransCanada
Cool Earth Solar, Inc.	McKenna Long & Aldridge LLP	Utility Cost Management
County of Tehama - Department of Public Works	McKenzie & Associates	Utility Power Solutions
Crossborder Energy	Modesto Irrigation District	Utility Specialists
Davis Wright Tremaine LLP	Morgan Stanley	Verizon
Day Carter Murphy	NLine Energy, Inc.	Water and Energy Consulting
Defense Energy Support Center	NRG Solar	Wellhead Electric Company
Dept of General Services	Nexant, Inc.	Western Manufactured Housing Communities Association (WMA)
Division of Ratepayer Advocates	North America Power Partners	