June 11, 2009

ADVICE 3475-E
(Pacific Gas and Electric Company ID U 39 E )

Public Utilities Commission of the State of California

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

Purpose

Pacific Gas and Electric Company (PG&E) respectfully requests an order from the Commission approving, under Public Utilities Code Section 851
1, an Encroachment Agreement between PG&E and Jason Wohlwend and Kimberly Wohlwend to authorize the encroachment into a certain PG&E electric transmission easement in El Dorado County to accommodate a small portion of an existing residential structure which was built without PG&E's knowledge or consent but does not interfere with PG&E's operations within the easement area. This Encroachment Agreement was entered as a compromise to avoid litigation which would have been costly for both PG&E’s customers and the Wohlwends.

Background

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

1 Unless indicated otherwise, all statutory references are to the Public Utilities Code.
buildings or other structures and drilling or operating any well. The Easement acknowledges the Property owner’s residual right to use the Easement Area so long as such use is not inconsistent with the PG&E’s full enjoyment of its rights under the Easement.

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

In 1999, Toby and Yamileth V. Bender acquired the Property by Grant Deed. Thereafter, in or about 2001, as part of an effort to secure refinancing, the Benders hired an appraiser who noticed the tubular steel pole line on the property yet no easement was shown on the Title Report due to an error in its preparation by the Title Company. (See Bender Grant Deed attached hereto as Exhibit B.) When a claim was made against the Title Company, it notified PG&E of the potential encroachment. Surveys revealed that one corner of the House that Mr. Wilkinson previously constructed on the Property had unintentionally\(^3\) encroached into PG&E’s Easement Area by about four (4) feet (at its longest point) at the location shown in the Survey Report & Easement Map (attached hereto as Exhibit C), thus violating the prohibition against any building or structure within the Easement Area.

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

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

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

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

\(^3\) Due to the same type of title report error, when Mr. Wilkinson constructed this small portion (a four-foot corner) of the House within the Easement Area, he was apparently unaware that he was slightly encroaching into PG&E’s easement on the Property or that CPUC Section 851 approval prior to construction would be required, nor did he or the City notify or seek permission from PG&E before the House was built.
PG&E has determined that the four-foot encroachment by one corner of the Owners’ House into this 80-foot wide Easement Area does not interfere with PG&E’s present or anticipated future use and operation of its facilities.

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Party</th>
<th>Address</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific Gas and Electric Company</td>
<td>3265 Washington Street</td>
<td>(530) 391-1536</td>
<td><a href="mailto:kimberlydgeorge@yahoo.com">kimberlydgeorge@yahoo.com</a></td>
</tr>
<tr>
<td>Andrew L. Niven</td>
<td>Placerville, CA 95667</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gail L. Slocum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Law Department</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P.O. Box 7442</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>San Francisco, CA 94120</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone: (415) 973-6583</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facsimile: (415) 973-0576</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:GLSG@pge.com">GLSG@pge.com</a></td>
<td></td>
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</tbody>
</table>

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

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

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

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

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

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

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

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

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

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

(6) **Statement on the Impact of the Transaction on Ratebase and Any Effect on the Ability of the Utility to Serve Customers and the Public:**
Because no PG&E property is being sold or disposed of, there are no changes to PG&E’s rate base as a result of this transaction.

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

Not applicable.

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

Not applicable.

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

Not applicable.

(10) A Complete Description of any Recent Past (Within the Prior Two Years) or Anticipated Future Transactions that May Appear To Be Related to the Present Transaction\(^5\):

Not applicable.

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

Not applicable.

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

None.

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

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

a. Exemption

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

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

   b) If no, does the applicant contend that the project is exempt from CEQA? If yes, please identity the specific CEQA exemption or exemptions that apply to the transaction, citing to the applicable State CEQA Guideline(s) and/or Statute(s).

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

b. Not a “Project” Under CEQA

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

**Protests**

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

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

Facsimile: (415) 703-2200  
E-mail: mas@cpuc.ca.gov and jnj@cpuc.ca.gov

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

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

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

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

**Effective Date:**

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

**Notice:**

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

Vice President, Regulatory Relations

Attachments

cc: Service List - Advice Letter 3475-E
********** SERVICE LIST Advice 3475-E **********

APPENDIX A

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

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

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

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

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

Kenneth Lewis
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-1090
kf1@cpuc.ca.gov

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

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

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

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

Jason and Kimberly Wohlwend
3265 Washington Street
Placerville, CA 95667
Telephone: (530) 391-1536
Email: kimberlydgeorge@yahoo.com
Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39 M)**

<table>
<thead>
<tr>
<th>Utility type:</th>
<th>Contact Person: Linda Tom-Martinez</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ ELC ☑ GAS</td>
<td>Phone #: (415) 973-4612</td>
</tr>
<tr>
<td>☐ PLC ☐ HEAT ☐ WATER</td>
<td>E-mail: <a href="mailto:lmt1@pge.com">lmt1@pge.com</a></td>
</tr>
</tbody>
</table>

**EXPLANATION OF UTILITY TYPE**

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

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

**Tier:** 3

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

**Keywords (choose from CPUC listing):** Section 851

**AL filing type:** ☐ Monthly ☐ Quarterly ☐ Annual ☑ One-Time ☐ Other _____________________________

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

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

Summarize differences between the AL and the prior withdrawn or rejected AL1: _____________________________

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

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

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

Resolution Required? ☑ Yes ☐ No

Requested effective date: **Upon Commission Approval**  No. of tariff sheets: N/A

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

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

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

Tariff schedules affected: N/A

Service affected and changes proposed1: N/A

Pending advice letters that revise the same tariff sheets: N/A

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

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

**Pacific Gas and Electric Company**
Attn: Brian K. Cherry
Vice President, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177
E-mail: PGETariffs@pge.com
DAVE G. HARRIS and COLENE M. HARRIS, husband and wife, hereinafter called first party, in consideration of value adequate therefor paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the receipt whereof is hereby acknowledged, hereby grants to second party the right to suspend, replace, remove, maintain and use such crossarms, wires and cables (supported by or suspended from poles, towers, or other structures located on lands adjacent to the hereinafter described lands) as second party shall from time to time deem to be reasonably required for the transmission of electric energy, and for communication purposes, together with a right of way, on, along and in all of the hereinafter described strip of those certain lands which are situate in the City of Placerville, County of El Dorado, State of California, and are described as follows:

(APN 004-172-07)

The parcel of land described in the deed from Edward E. Ames, Jr., and wife to Dave G. Harris and wife dated May 27, 1959 and recorded in Book 934 of Official Records at page 475, El Dorado County Records.

The aforesaid strip is described as follows:

All that portion of the parcel of land described in the deed from Edward E. Ames, Jr., and wife to Dave G. Harris and wife dated May 27, 1959 and recorded in Book 934 of Official Records at page 475, El Dorado County Records, lying on the northwesterly side of the line which begins at a point in the westerly boundary line of the parcel of land described in said deed dated May 27, 1959, said westerly boundary line being the easterly boundary line of the city street known as Washington Street, and runs thence
(1) north 39° 22.0' east approximately 50 feet
to a point herein called Point "A"; thence continues
(2) north 39° 22.0' east approximately 80 feet

to a point in the northerly boundary line of the parcel of land described
in said deed dated May 27, 1969; said Point "A" bears north 75° 21.0'
est 276.0 feet distant from the found iron pipe with cap stamped V-18
accepted as marking the most easterly corner of Goyan Heights
Subdivision filed for record April 1, 1937 in Book of Maps No. A, at
page 23, El Dorado County Records.

First party, for the consideration aforesaid, further grants to second party the right of ingress to and
egress from said strip over and across said lands by means of roads and lanes thereon, if such there be, other-
wise by such route or routes as shall occasion the least practicable damage and inconvenience to first party,
provided, that such right of ingress and egress shall not extend to any portion of said lands which is isolated
from said strip by any public road or highway, now crossing or hereafter crossing said lands.

First party shall have the right to use said strip for purposes not inconsistent with second party's full
enjoyment of the rights hereby granted, provided that first party shall not erect or construct any building or
other structure, or drill or operate any well, within said strip.

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

Second party shall also have the right from time to time to trim and to cut down and clear away any and
all trees and brush now or hereafter on said strip and shall have the further right from time to time to trim and
to cut down and clear away any trees on either side of said strip which now or hereafter in the opinion of
second party may be a hazard to the facilities installed hereunder by reason of the danger of falling thereon,
provided, however, that all trees which second party is hereby authorized to cut and remove, if valuable for
timber or wood, shall continue to be the property of first party, but all tops, lops and brush shall be burned or
removed by second party.

Second party shall also have the right to mark the location of said strip by suitable markers, but
said markers when set in the ground shall be placed in fences or other locations which will not interfere with
any reasonable use first party shall make of said strip.

Second party shall indemnify first party against any loss and damage which shall be caused by the
exercise of said ingress and egress, or by any wrongful or negligent act or omission of second party or of its agents or employees in the course of their employment.

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

IN WITNESS WHEREOF first party has executed these presents this ___ day of May 19__

[Signature]

Dave G. Harris

Colene M. Harris

Witness LEE C. COLLINS

FOR NOTARY'S USE ONLY

STATE OF CALIFORNIA
County of ___

On this ___ day of May 19__, in the year 19__ before me, a Notary Public in and for said State, duly commissioned and sworn, personally appeared ___ known to me to be the same person whose name is subscribed to the within instrument, as a witness thereto, who, being duly sworn, deposed and said that he/she resides in the County of ___

Placer

Signed in the presence of ___

Official Seal

ALAN M. SUNAHARA
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My Commission Expires May 3, 19__

ALAN M. SUNAHARA
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My Commission Expires May 3, 19__

DAVE G. HARRIS and COLENE M. HARRIS

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

Notary Public in and for the said State

END OF DOCUMENT
Sacramento
GM 185361
Dwg. 221468, Chg. 2
T.10N., R.11E.,
M.D.B.& M.
Sec. 17
NE4 of NW4
06-70-002
77-194
SS

Prepared T.E.P.

Checked P.I.V.
THIS AGREEMENT made by and between CONTINENTAL AUXILIARY COMPANY, a corporation, as trustee under that certain deed of trust dated July 5, 1967, and recorded in Book 840 of Official Records at page 304, Records of the County of El Dorado, State of California, under which Bank of America National Trust and Savings Association, a national banking association, is beneficiary, hereinafter called first party, and PACIFIC GAS AND ELECTRIC COMPANY, a corporation, hereinafter called second party.

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

Said electric transmission facilities shall be installed within the parcel of land described in Exhibit "A" attached hereto and hereby made a part hereof.

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

__________, 19__

CONTINENTAL AUXILIARY COMPANY, as trustee

By ____________________________

S. DeMarse

By ____________________________

[Signature]

[Signature]

BOOK 1983 - PAGE 406
STATE OF CALIFORNIA  
COUNTY OF El Dorado  

On this 2nd day of June, in the year 1980, before me, the undersigned, a Notary Public in and for the said State, duly commissioned and sworn, personally appeared 

S. DeNatale  

Known to me to be the Loan Officer 

Official Seal  

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

Sherie Bergenholtz  
Notary Public in and for the said State
Exhibit "A"

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

All that portion of the parcel of land described in the deed from Edward E. Ames, Jr., and wife to Dave G. Harris and wife dated May 27, 1969 and recorded in Book 334 of Official Records at page 475, El Dorado County Records, lying on the northwesterly side of the line which begins at a point in the westerly boundary line of the parcel of land described in said deed dated May 27, 1969, said westerly boundary line being the easterly boundary line of the city street known as Washington Street, and runs thence:

(1) north 39° 22.0' east approximately 50 feet
to a point herein called Point "A"; thence continues
(2) north 39° 22.0' east approximately 80 feet
to a point in the northerly boundary line of the parcel of land described in said deed dated May 27, 1969; said Point "A" bears north 75° 21.0' east 279.9 feet distant from the found iron pipe with cap stamped Y-18 accepted as marking the most easterly corner of Goyan Heights Subdivision filed for record April 1, 1937 in Book of Maps No. A, at page 29, El Dorado County Records.
The undersigned hereby represents to said trustee that the undersigned is now the owner and holder of the note secured by and is the beneficiary under said deed of trust and that the undersigned has not assigned or transferred said note or said deed of trust and said trustee is hereby requested to execute the foregoing consent.

Dated [June 2], 1980.

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

By [signature]

By [signature]

Sacramento
GH 185361
Dsg. 221496
T.10N., R.11E.
M.B.6 N.
Sec. 17
N84 of NWA
3010-1562
77-194

Prepared: H.S.G.
Checked: W.G.I.
March 18, 1980

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

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

Dear Mr. and Mrs. Harris:

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

Thank you for your cooperation.

Sincerely,

E. H. Domeney
Director of Land Acquisition

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

By (Colene M. Harris)
Dave E. Harris
Advice 3475-E

Exhibit B
RECORDING REQUESTED BY
Placer Title Company

Escrow Number: 201-36145 V/A
AND WHEN RECORDED MAIL TO
Pierre A. Stovall and Sonica C. Stovall
1230 Garnett Court
Pollock Pines, CA 95726

El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2004-0027064-00
Acct E-PLACER TITLE CO
Friday, Apr 09, 2004 14:30:00
Ttl Pd $295.00 Nbr-0000565324
CLC/C/1/1-2

The undersigned grantor(s) declare(s):

Documentary transfer tax is $286.00 City Transfer Tax: $0.00
(X) computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.

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

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

Hereby GRANT(S) to

Pierre A. Stovall and Sonica C. Stovall, husband and wife, as joint tenants

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

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

COMMENCING IN THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED FROM WHICH POINT THE
SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17,
TOWNSHIP 10 NORTH, RANGE 11 EAST, M.D.B.M., BEARS SOUTH 89 DEG 27' 00" EAST (RECORD SOUTH 87
DEG 25' 00" EAST) 198.00 FEET, THENCE FROM PLACE OF COMMENCEMENT NORTH 89 DEG 29' 00" WEST
(RECORD NORTH 87 DEG 25' 00" WEST) 151.32 FEET TO A 3/4" CAPPED IRON PIPE STAMPED R.C.E. 22160-1973,
THENCE NORTH 38 DEG 27' 00" WEST 69.97 FEET TO A 3/4" CAPPED IRON PIPE STAMPED L.S. 4181-1981,
THENCE NORTH 50 DEG 00' 45" WEST 64.12 FEET TO A SIMILAR PIPE THENCE SOUTH 88 DEG 52" 47" WEST
59.65 FEET TO A SIMILAR PIPE, THENCE SOUTH 85 DEG 14' 30" WEST 59.27 FEET TO A SIMILAR PIPE ON EAST
SIDE OF WASHINGTON STREET IN SAID CITY THENCE ALONG EAST SIDE OF SAID STREET NORTH 3 DEG 15'
13" WEST (RECORD NORTH 3 DEG 20' 00" WEST) 71.82 FEET TO A 3/4" CAPPED IRON PIPE STAMPED L.S. 2725-
1981, THENCE SOUTH 87 DEG 35' 14" EAST (RECORD SOUTH 87 DEG 25' 00" EAST) 338.91 FEET (RECORD
(RECORD SOUTH 10 DEG 00' 00" EAST) 152.58 FEET (RECORD 145.70 FEET) TO PLACE OF COMMENCEMENT.

SAID LAND IS ALSO SHOWN AS TRACT 2 ON THAT CERTAIN RECORD OF SURVEY FILED IN THE OFFICE OF
THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA, ON APRIL 22, 1981, IN BOOK 9 OF
RECORD OF SURVEYS AT PAGE 84.

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

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

SAME AS ABOVE

Name
Street Address
City & State

13:31/12/04 (1/2005)
Dated: April 05, 2004

SIGNATURE PAGE FOR GRANT DEED

By: 

TOBY BENDER

By: 

YAMILTHE V. BENDER

STATE OF CALIFORNIA
COUNTY OF: El Dorado

On 4-8-04 before me, Vanessa Norquay, notary public, personally appeared

TOBY BENDER & YAMILTHE VICTORIA BENDER

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

subscribed to the within instrument an acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the

person(s) acted, executed the instrument

WITNESS my hand and official seal.

Signature: Vanessa Norquay
Commission Expiration Date: 4-30-05

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

SAME AS ABOVE

Name: 
Street Address: 
City & State: 04/05/2004, 20040027064
RECORDING REQUESTED BY
FIRST AMERICAN TITLE INS. CO.
AND WHEN RECORDED MAIL TO:
Toby Bender
Yvonne V. Bender
3268 Washington Street
Placerville, CA 95667

GRANT DEED

THE UNDESIGNED GRANTOR(S) DECLARING THAT DOCUMENTARY TRANSFER TAX IS COUNTY $144.10
computed as full value of property conveyed,
computed as full value and value of liens or encumbrances remaining at time of sale,
unconveyed area: { } City of Placerville, CA

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

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

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

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

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

William James Hazell
Nancy Hazell

Document Date: September 17, 1999

STATE OF CALIFORNIA
El Dorado
COUNTY OF

On September 20, 1999, before me, Lily Bradshaw, Rotary Public Notary,
personally appeared William James Hazell and Nancy Hazell,
primarily known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names appear in the within instrument and accompanied by me at the time of execution of the instrument, the persons also delivered to me the sum of $25.00 in cash in part of consideration of the execution of the instrument.

Lily Bradshaw
Notary Public

[Notary Seal]

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

Order: 10 Description: 1999.60165 Page 1 of 2 Comment:
That certain property situated in the State of California, County of El Dorado, City of Placerville, described as follows:

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

Commencing at the Southeast corner of the tract herein described, from which point the Southeast corner of the Northeast quarter of the Northwest quarter of Section 17, Township 10 North, Range 11 East, M.D.M., bears South 89 degrees 97 minutes 00 seconds East (Record South 87 degrees 25 minutes 00 seconds East) 198.00 feet; thence from place of commencement North 89 degrees 27 minutes 00 seconds West (Record North 87 degrees 25 minutes 00 seconds West) 151.32 feet to a ¾" capped iron pipe stamped R.C.E. 22180-1978; thence North 35 degrees 27 minutes 00 seconds West 69.97 feet to a ¾" capped iron pipe stamped L.S. 4161-1981, thence North 50 degrees 00 minutes 04 seconds West 94.12 feet to a similar pipe; thence South 88 degrees 22 minutes 47 seconds West 59.65 feet to a similar pipe; thence South 85 degrees 14 minutes 30 seconds West 59.27 feet to a similar pipe on East side of Washington Street in said city; thence along east side of said street North 3 degrees 13 minutes 13 seconds West (Record North 3 degrees 20 minutes 00 seconds West) 71.82 feet to a ¾" capped iron pipe stamped L.S. 2725-1961; thence South 87 degrees 35 minutes 14 seconds East (Record South 87 degrees 25 minutes 00 seconds East) 338.31 feet (Record 340.40 feet) to a ¾" capped iron pipe stamped L.S. 4161-1981; thence South 9 degrees 55 minutes 17 seconds East (Record South 10 degrees 00 minutes 00 seconds East) 152.50 feet (Record 145.70 feet) to place of commencement.

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

APN: 004-172-22-100
Advice 3475-E

Exhibit C
Advice 3475-E

Exhibit D
The undersigned grantor(s) declare(s):

Documentary transfer tax is $392.70.

( X ) computed on full value of property conveyed, or
( ) computed on full value less value of items and encumbrances remaining at time of sale.
( X ) Unincorporated area, and

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

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

hereby GRANT(s) to: Jason D. Wohlwend, an unmarried man and Kimberly D. George, an unmarried woman, as joint tenants

the following described real property in the Unincorporated Area, County of El Dorado, State of California:

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

Dated July 18, 2005

STATE OF CALIFORNIA,

COUNTY OF El Dorado

On July 21, 2005 before me,

Pamela S. Hehn, personally appeared

Pierre A. Stovall  

Sonia C. Stovall

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

WITNESS my hand and official seal.

Signature Pamela S. Hehn

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

STATEMENTS TO: NAME ADDRESS CITY, STATE, ZIP
DESCRIPTION

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

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

Assessor's Parcel No. 004-172-22
Advice 3475-E

Exhibit E
ENCROACHMENT AGREEMENT

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

RECITALS

A. Owner is the fee title owner of certain real property within the City of Placerville, County of El Dorado, State of California, Assessor’s Parcel Number 004-172-221 (hereinafter, the "Property") legally described in Exhibit "A" attached hereto and made a part hereof.

B. PG&E is the owner of that certain easement and right-of-way (the "Easement") for the transmission of electric energy and for all other purposes connected therewith, as set forth in the Grant of Easement dated May 5, 1980, and recorded in Book 1883 of Official Records at page 403, El Dorado County Records. The portion of the Property encumbered by the Easement is hereinafter referred to as the "Easement Area." The Easement provides in part that "first party shall not erect or construct any building or other structure, or drill or operate any well, within said strip."

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

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

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

1. **Consent to Encroachment.** Notwithstanding the prohibition in the Easement, PG&E hereby consents to the encroachment of the Improvements onto the Easement Area by approximately four (4) feet, in the manner and location as more specifically set forth in Exhibit "B".

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

3. **Indemnification; Release.**
   
   (a) **Indemnification.** Owner shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries and affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "Indemnitee" and collectively, "Indemnities") 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 Indemnities 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, Land Asset Management
PG&E Technical & Land Services
P.O. Box 770000, Mail Code N10A
San Francisco, CA 94177

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

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

If to Owner:

Jason and Kimberly Wohlwend
3265 Washington Street
Placerville, CA 95667

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

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

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

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

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

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

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

"PG&E"  "Owner"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: [Signature]
Loren L. Loo

Its: Manager, Land Asset Management Technical & Land Services

[Signature]
Kimberly D. Wohlwend
State of California
County of San Francisco  

On 6/9/09, before me, Notary Public

personally appeared Loren J. Foo

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

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

WITNESS my hand and official seal.

[Signature of Notary Public]

(Seal)

CAPACITY CLAIMED BY SIGNER

[ ] Individual(s) signing for oneself/themselves

[ ] Corporate Officer(s) of the above named corporation(s)

[ ] Trustee(s) of the above named Trust(s)

[ ] Partner(s) of the above named Partnership(s)

[ ] Attorney(s)-in-Fact of the above named Principal(s)

[ ] Other ______________________________
State of California  
County of Sacramento

On 5/26/09, before me, Casey Mason, Notary Public  
personally appeared Jason P. Wohlwend

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

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

WITNESS my hand and official seal.

(Signature of Notary Public)

CAPACITY CLAIMED BY SIGNER

[ ] Individual(s) signing for oneself/themselves

[ ] Corporate Officer(s) of the above named corporation(s)

[ ] Trustee(s) of the above named Trust(s)

[ ] Partner(s) of the above named Partnership(s)

[ ] Attorney(s)-in-Fact of the above named Principal(s)

[ ] Other ____________________________
State of California
County of Sacramento

On 5/27/09, before me, Dan Butler, Notary Public, personally appeared Kimberly Wohlwend, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

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 ______________________

DAN BUTLER
Commission # 1805381
Notary Public - California
Sacramento County
The undersigned grantor(s) declare(s):

Documentary transfer tax is $ 392.70.

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

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

( X ) Unincorporated area:

City of

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

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

hereby GRANT(o) to: Jason P. Wohlwend, an unmarried man and Kimberly D. George, an unmarried woman, as joint tenants

the following described real property in the Unincorporated Area, County of El Dorado, State of California:

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

Dated July 18, 2005

STATE OF CALIFORNIA,

COUNTY OF El Dorado

On July 21, 2005 before me,

Pamela S. Hehn, personally appeared

Pierre A. Stovall and

Sonia C. Stovall

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

WITNESS my hand and official seal.

Signature

(Pamela S. Hehn, Notary Public - California)

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

STATEMENTS TO: NAME ADDRESS CITY, STATE, ZIP
DESCRIPTION

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

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

Assessor's Parcel No. 004-172-22
<table>
<thead>
<tr>
<th>Name</th>
<th>Name</th>
<th>Name</th>
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<tr>
<td>Aglet</td>
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<td>Norris &amp; Wong Associates</td>
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<td>Defense Energy Support Center</td>
<td>North Coast SolarResources</td>
</tr>
<tr>
<td>Anderson &amp; Poole</td>
<td>Department of Water Resources</td>
<td>Northern California Power Association</td>
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<td>Arizona Public Service Company</td>
<td>Department of the Army</td>
<td>Occidental Energy Marketing, Inc.</td>
</tr>
<tr>
<td>BART</td>
<td>Dept of General Services</td>
<td>OnGrid Solar</td>
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<td>Douglas &amp; Liddell</td>
<td>RCS, Inc.</td>
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<td>Dutcher, John</td>
<td>SCE</td>
</tr>
<tr>
<td>CLECA Law Office</td>
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