August 30, 2011

Advice 3897-E
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Subdivision Encroachments in Fresno County – Request for Approval of Three Encroachment Agreements Under Section 851

Purpose

Pacific Gas and Electric Company (“PG&E”) submits this advice letter seeking approval, under Public Utilities (P.U.) Code Section 851 (“Section 851”), for PG&E to enter into three separate Encroachment Agreements (“Agreements”) with (1) Kelly K. Park (“Park”), (2) Anthony J. Garcia and Olga Garcia (“Garcia”), and (3) Shawn Sanders (“Sanders”), collectively referred to as the “Owners.” The Agreements regard the encroachments of a certain PG&E overhead electric transmission line easement located on three properties at (1) 4751 W. Oswego Ave., (2) 4776 W. Morris Ave., and (3) 4701 W. Roberts Ave., in the City of Fresno, County of Fresno, State of California, collectively the (“Properties”) owned by Park, Garcia and Sanders, respectively. The Properties were constructed by Cambridge Homes (“Developer”) within a portion of PG&E’s easement without the Owners’ or PG&E’s knowledge or consent and are now being occupied, used, and maintained by the Owners, but which now does not interfere with PG&E’s provision of utility service. Copies of the Agreements are attached hereto as Attachment 1.

Background

PG&E owns land, buildings and other facilities in connection with the provision of energy service throughout its service territory. In the provision of these services, PG&E relies on a portfolio of fee properties, rights-of-way, and facilitates to support its electric transmission activities. PG&E is the owner of an easement and right-of-way for electric transmission facilities and for all other purposes connected therewith (“Easement”), as set forth in the Grant of Easement dated April 27, 1947, which provides Owners “shall have no right to place or erect, and they hereby are prohibited from placing or erecting any building or other structure.” The portion of the Properties encumbered by the Easement is hereinafter referred to as the “Easement Area.”

In 2005, the Developer constructed and completed Subdivision Tract 5098 in the City of Fresno, consisting of single family residential homes in which a portion of the
Properties were constructed within PG&E’s Easement (the “Encroachment”). The Owners purchased the Properties in 2006 (Garcia), 2009 (Park) and 2010 (Sanders) and were unaware of the Easement and the Encroachment. The Owners have no intention to remove, relocate, or expand their Properties further into PG&E’s Easement Area.

PG&E advised the Owners that the location of the Properties within the Easement Area violated the prohibition against buildings contained in the Easement. The Easement Area and the portion of the Easement Area subject to such encroachments (the “Encroachment Area”) are legally described in Exhibit “B” and are shown on the maps attached as Exhibit “C” attached hereto and made part of the Agreements.

In light of these unintended encroachments, the Owners have requested that PG&E grant them permission for the maintenance and occupation of the Properties within the Easement Area. PG&E has determined that the Properties, as initially constructed, do not interfere with PG&E’s present full use of the Easement Area. Therefore, to avert removal of the encroaching portion of the Properties and the likely cost of litigation that would result from a request for removal, PG&E is willing to settle the matter through an agreement to allow such encroachments on the Easement Area on the terms and subject to the conditions set in the Agreements, adoption of which, is not adverse to but rather protects ratepayers interests.

In accordance with Resolution ALJ-244\(^1\), 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>Pacific Gas and Electric Company</th>
<th>Kelly K. Park</th>
</tr>
</thead>
<tbody>
<tr>
<td>Law Department</td>
<td>Fresno, CA 93706</td>
</tr>
<tr>
<td>P.O. Box 7442</td>
<td>Telephone: (559) 347-8336</td>
</tr>
<tr>
<td>San Francisco, CA 94120</td>
<td>Anthony &amp; Olga Garcia</td>
</tr>
<tr>
<td>Telephone: (415) 973-7467</td>
<td>4776 W. Morris Ave.</td>
</tr>
<tr>
<td>Facsimile: (415) 973-5520</td>
<td>Fresno, CA 93722</td>
</tr>
<tr>
<td>Email: <a href="mailto:AHK4@pge.com">AHK4@pge.com</a></td>
<td>Telephone: (559) 486-3351</td>
</tr>
</tbody>
</table>

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

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1 ALJ-272 (August 18, 2011) extended the Pub. Util. Code § 851 Pilot Program established in Resolution ALJ-186, as modified by Resolutions ALJ-202 and ALJ-244, pending the Commissions consideration of comments filed by interested parties and possible future amendments to the pilot program.
(2) **Complete Description of the Property Including Present Location, Condition and Use:**

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

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

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

<table>
<thead>
<tr>
<th>Properties</th>
<th>Encroachments</th>
</tr>
</thead>
<tbody>
<tr>
<td>4751 W. Oswego Ave.</td>
<td>4.76 feet and 22.25 feet</td>
</tr>
<tr>
<td>4776 W. Morris Ave.</td>
<td>3.00 feet and 1.5 feet</td>
</tr>
<tr>
<td>4701 W. Roberts Ave.</td>
<td>1.57 feet</td>
</tr>
</tbody>
</table>

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

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

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

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

- the right of PG&E to terminate the Agreements and to require restoration of the Easement Area upon 90 days' notice;
express insurance requirements carried by the Owners that meets Owner’s and Employer’s Liability insurance limits;
- indemnification and release by the Owner of PG&E against all claims arising from this use;
- reaffirmation of the prohibition against the construction of any additional buildings or structures within PG&E’s Easement Area; and
- a requirement that that the Owners must be responsible for maintenance of the existing improvements in good condition and coordination of such maintenance with PG&E.

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

Approval of the Agreements are in the interests of PG&E’s customers as it avoids the costs and uncertainties of potential litigation while providing the same types of protections the CPUC has approved in various Section 851 Decisions approving encroachment agreements for other minor encroachments. In addition, the Commission has long recognized that the public interest is served when utility property is used for other productive purposes without interfering with the utility’s operations or the provision of utility service to the public. (D.04-07-023, mimeo, p. 1.)

In view of the protections afforded by the Agreements and the fact that the Properties do not interfere with PG&E’s utility operations, this transaction is not adverse to the public interest, and in fact the CPUC has repeatedly approved Section 851 filings for such encroachment agreements, including in instances where a utility later discovers that small portions of existing structures were built without a utility’s knowledge and consent on PG&E property or into its easement.

PG&E therefore seeks authorization from the Commission pursuant to Section 851 prospectively approving the Agreements and granting approval for the pre-existing Properties that were later found to be unintentionally encroaching into PG&E’s Easement Area without interfering with PG&E’s provision of service, as reasonable and not adverse to the public interest.

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

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3 See, e.g., D.05-11-023; Energy Division Director’s Letter dated September 21, 2006 approving Advice Letter 2801-E; Resolution E-4267 (August 21, 2009); and Resolution E-4284 (November 20, 2009).
PG&E is not collecting any fee associated with granting the Agreements to the Owners. PG&E is seeking approval of the restrictive requirements in the Agreements as a condition of allowing the Owners to encroach upon the Easement Area. PG&E’s consent to allow the Owners to encroach upon the Easement Area on the Properties do not rise to the level of a right that has any realizable economic value to PG&E.

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

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4 During adoption of the Advice Letter pilot program in ALJ-186 (later followed by ALJ-202, ALJ-244, and ALJ-272), this category of information was included to enable the CPUC to ensure that utilities were not seeking to circumvent the $5 million Advice Letter threshold by dividing what is a single asset with a value of more than $5 million into component parts each valued at less than $5 million, which is clearly not the case here. (See CPUC Resolution ALJ-186, issued August 25, 2005, mimeo, p.5.)
(11) Sufficient Information and Documentation (Including Environmental Review Information) to Indicate that All Criteria Set Forth in Section II of Resolution ALJ-244 Are Satisfied:

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

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

- The proposed transaction will not have an adverse effect on the public interest because it will not interfere in any way with the operation of PG&E’s facilities, or with the provision of service to PG&E’s customers.

- The proposed transaction meets the financial threshold of $5 million since PG&E is not collecting any fee associated with granting the Agreements.

- Finally, the transaction does not involve the transfer or change in ownership of facilities currently used in utility operations.

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

Not applicable.

(13) Environmental Information

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

a. Exemption

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

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

   Not applicable.

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

Not applicable.

b. Not a “Project” Under CEQA

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

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

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail by facsimile or electronically, any of which must be received no later than September 21, 2011, which is 20 days after the date of this filing. Protests should be mailed to:

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

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

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

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

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

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

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

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and Appendix A. Address change requests and electronic approvals should be directed to e-mail PGETariffs@pge.com. Advice letter filings can also be accessed electronically at http://www.pge.com/tariffs.

Vice President - Regulation and Rates

Attachments
Attachment 1 – Encroachment Agreement
Attachment 2 – Herndon-Ashlan – Line 829 Electric overhead Transmission Line Corridor Easement
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

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

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

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

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

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

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

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

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

Shawn Sanders
7636 Ingram Ave., #106
Fresno, CA 93711
Telephone: (559) 287-9004
Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39 M)**

<table>
<thead>
<tr>
<th>Utility type:</th>
<th>Contact Person: Conor Doyle</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ ELC ☐ GAS</td>
<td>Phone #: 415-973-7817</td>
</tr>
<tr>
<td>☐ PLC ☐ HEAT ☐ WATER</td>
<td>E-mail: <a href="mailto:jcdt@pge.com">jcdt@pge.com</a></td>
</tr>
</tbody>
</table>

**EXPLANATION OF UTILITY TYPE**

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

Advice Letter (AL) #: **3897-E**

Subject of AL: **Subdivision Encroachments in Fresno County – Request for Approval of Three Encroachment Agreements Under Section 851**

Keywords (choose from CPUC listing):

- [ ] Monthly
- [ ] Quarterly
- [x] 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  [x] No

Requested effective date: **As Soon As Possible**

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

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

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

Tariff schedules affected: **NA**

Service affected and changes proposed:

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

**CPUC, Energy Division**

Tariff Files, Room 4005

DMS Branch

505 Van Ness Ave., San Francisco, CA 94102

jnj@cpuc.ca.gov and mas@cpuc.ca.gov

**Pacific Gas and Electric Company**

Attn: Brian Cherry, Vice President, Regulation and Rates

77 Beale Street, Mail Code B10C

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com
Attachment 1
Encroachment Agreements
ENCROACHMENT AGREEMENT

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

RECITALS

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

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

C. Owner has purchased the Property in which a portion of their residential house, including concrete foundations and other improvements associated therewith and a free standing metal storage building (the "Improvements") within the Easement Area, the construction of which is prohibited within the Easement Area. The portion of the Easement Area upon which the
Encroachment Agreement – Short (2/2009)

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

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

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

1. Consent to Encroachment. Notwithstanding the prohibition in the Easement, PG&E hereby consents to the encroachment of the Improvements onto the Easement Area by approximately 4.76 feet and 22.25 feet respectively, in the manner and location as more specifically set forth in Exhibit "B".

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

3. Indemnification; Release.

(a) Indemnification. Owner shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries and affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "Indemnitee" and collectively, "Indemnitees") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys’ fees and costs) and liabilities of whatever kind or nature (collectively, "Claims"), which arise from or are in any way connected with the occupancy or use of the Easement Area by Owner or Owner’s contractors, agents, or invitees, or the exercise by Owner of its rights hereunder, or the performance of, or failure to perform, Owner’s duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of PG&E; (2) injury to property or other interest of PG&E, Owner or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all legal requirements relating to human health or the environment, and including any liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnitee, any Claim arising from the sole, active negligence or willful misconduct of such Indemnitee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Owner is obligated to indemnify or provide a defense hereunder, Owner upon written notice from PG&E shall defend such action or proceeding at Owner’s sole expense.
Encroachment Agreement – Short (2/2009)

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

(b) **Release.** Owner accepts all risk relating to its occupancy and use of the Easement Area. PG&E shall not be liable to Owner for, and Owner hereby waives, releases, exonerates, discharges and covenants not to sue PG&E and the other Indemnites 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 Management  
PG&E Land & Environmental Management  
P.O. Box 770000, Mail Code N10A  
San Francisco, CA 94177

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

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

If to Owner:  
Kelly Kyeong Park  
9658 W. Whitesbridge Avenue  
Fresno, CA 93706-9356

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

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

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

13. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment.
Encroachment Agreement – Short (2/2009)

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

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

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

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

"PG&E"

"Owner"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: Loren L. Loo

Its: Manager, Land Management
Technical & Land Services

[Signature]
Kelly Kyeong Park
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Fresno

On March 22, 2011 before me, Marisol Garcia, Notary Public, personally appeared Kelly Kyehong Park, who 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 their/her/his authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon which 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

Signature of Notary Public

Optional

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

Description of Attached Document

Title or Type of Document: ENCROACHMENT AGREEMENT

Document Date: March 22, 2011

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kelly Kyehong Park

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Signer Is Representing:
Administrative Information

Area 4
Fresno Land Service Office
Operating Department - Electric Transmission
USGS location: T 13 S, R 19 E, MDB&M
Section 11, NW4 of the NW4
FERC License Number N/A
PG&E Drawing Number: JL - 440
PLAT NO. 1319112
LD of affected document: 2213-19-0292
LD of Cross-referenced documents N/A
TYPE OF INTEREST: 2, 42
SBE Parcel Number N/A
(For Quitclaims, % being quitclaimed)
Order - PM 40862351
JCN: 03-05-052
County: Fresno
Utility Notice Numbers (if applicable)
851 Approval Application No., Resolution
Prepared By: RTW
Checked By: JPW1
Revision Number (if applicable)
EXHIBIT 'A'

GRANT DEED

APN: 509-340-51
No Documentary Transfer Tax Due
"This conveyance is in dissolution of marriage by one spouse to the other, R&T 11927."

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

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

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

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

Date Oct 4, 2009
Richard Abrahamian

Date Oct 4, 2009
Kyeong Ok Abrahamian

STATE OF CALIFORNIA
COUNTY OF FRESNO

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

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

WITNESS my hand and official seal.

Rosemary Neff, Notary Public

Mail Tax Statement As Shown Above.
LD#2213-19-0292 (110' EASEMENT R/W)
ELECTRICAL TRANSMISSION LINE EASEMENT
GRANTED TO PG&E PER DOCUMENT RECORDED
JUNE 25, 1948 IN BOOK 2645, PAGE 487, DOCUMENT 85'
NO. 30831, O.R.F.C.

KELLY KYEONG PARK
DOC NO: 2009-0138184, FCOR
APN: 509-340-51

DETAIL 'B'
"ENCROACHMENT AREA"

METAL SHED

ELEC. TRAN
ESMT LINE

EAVES/OVERHANG

BUILDING

SCALE: 1"=25'

Tr 5098 Encroachment
Lot 34

PACIFIC GAS AND ELECTRIC COMPANY
ENCROACHMENT AGREEMENT

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

RECITALS

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

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

C. Owner has purchased the Property in which a portion of their residential house, including concrete foundations and other improvements associated therewith and patio cover (the "Improvements") within the Easement Area, the construction of which is prohibited within the Easement Area. The portion of the Easement Area upon which the improvements were
Encroachment Agreement – Short (2/2009)

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

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

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

1. Consent to Encroachment. Notwithstanding the prohibition in the Easement, PG&E hereby consents to the encroachment of the Improvements onto the Easement Area by approximately 3 feet and 1.5 feet respectively, in the manner and location as more specifically set forth in Exhibit "B".

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


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

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

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

If to Owner:
Anthony J. and Olga Garcia
4776 W. Morris Avenue
Fresno, CA 93722

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

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

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: Loren L. Loo

By: Anthony J. Garcia

Its: Manager, Land Management Technical & Land Services

By: Olga Garcia
State of California  
County of ________________ )

On ____________, 2010, before me, ____________, Notary Public,  
personally appeared ________________ and __________________  

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 __________________________
Administrative Information

Area 4
Fresno Land Service Office
Operating Department - Electric Transmission
USGS location: T 13 S, R 19 E, MDB&M
Section 11, NW4 of the NW4
FERC License Number N/A
PG&E Drawing Number: JL - 440
PLAT NO. 1319112
LD of affected document: 2213-19-0292
LD of Cross-referenced documents N/A
TYPE OF INTEREST: 2, 42
SBE Parcel Number N/A
(For Quitclaims, % being quitclaimed)
Order - PM 40862351
JCN: 03-05-052
County: Fresno
Utility Notice Numbers (if applicable)
851 Approval Application No. Resolution
Prepared By: RTW
Checked By: JPW1
Revision Number (if applicable)
GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Gerald W. McGowan and Patricia A. McGowan, Trustees of the McGowan Family Trust dated November 19, 1998, as revoked and restated June 18, 2002 hereby GRANT(s) to Anthony J. Garcia and Olga Garcia, husband and wife as Joint tenants the following real property: All that certain real property situated in the City of Fresno, County of Fresno, State of California, described as follows:

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

Dated: June 18, 2006

Gerald W. McGowan
Patricia A. McGowan

K. Drive, Notary Public, personally appeared and administered the oath(s) of the person(s) to the best of my knowledge and belief.

Witness my hand and official seal.

K. Drive

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

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

SEE DETAIL 'A'

ANTHONY J. & OLGA GARCIA DOC NO: 2006-0133359, FCOR APN: 509-370-04

DETAIL 'A'
"ENCROACHMENT AREA"

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

DATE 05/19/09
Encroachment Agreement – Short (2/2009)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Services Office
650 ‘O’ Street – Mail Bag 23
Fresno, CA 93760
Attn: DAV0, Land Agent
Location: City/Uninc ________________________________
Recording Fee $ ________________________________
Document Transfer Tax $ ___________________________
[ ] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911)
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens
   & Encumbrances Remaining at Time of Sale

____________________________
Signature of declarant or agent determining tax
Herndon-Ashlan 230KV – Line 829
(APN 509-340-69)
LD# 2213-19-_____

ENCROACHMENT AGREEMENT

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

RECITALS

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

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

C. Owner has purchased the Property in which a portion of the residential house, including concrete foundations and including improvements associated therewith (the "Improvements") within the Easement Area, the construction of which is prohibited within the Easement Area. The portion of the Easement Area upon which the improvements were constructed (the "Encroachment Area") is shown on the map labeled Exhibit "B" attached hereto and made a part hereof.
D. Owner has requested that PG&E grant permission for the Improvements within the Easement Area. PG&E has determined that the Improvements, constructed pursuant to plans and specifications incorporated herein by reference, do not interfere with the present full use of the Easement Area by PG&E, and PG&E is therefore willing to agree to allow such encroachment on the Easement Area on the terms and subject to the conditions set forth herein.

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

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

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


(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, "Indemnites") 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 or about the Easement Area, the condition of Easement Area, the use or occupancy of the Easement Area by Owner, or PG&E's operation and maintenance of PG&E's facilities in the vicinity of the Easement Area, except in the case of any Indemnitee, any injury, damage, or loss arising from the sole, active negligence or willful misconduct of such Indemnitee.

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

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

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

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

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

9. **Notice.** Any notices or communications hereunder shall be in writing and shall be personally delivered or sent by first class mail, certified or registered, postage prepaid, or sent by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at its address or addresses listed below, or to such other address or addresses for a party as such party may from time to time designate by notice given to the other party. Notices shall be deemed received, if sent by personal delivery upon actual receipt by the party being sent the notice, or on the expiration of three (3) business days after the date of mailing, or on the following business day if sent by overnight courier.
Encroachment Agreement – Short (2/2009)

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

If to PG&E by personal delivery or overnight courier:
Manager, Land Management
PG&E - Land & Environmental Management
245 Market Street, Room 1036
San Francisco, CA 94105

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

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

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

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

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

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

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

By: Robert L. Jones

Its: Manager, Land Management
    Land & Environmental Management

"Owner"

Shawn Sanders
ALSO KNOWN AS (SHAWN JARED SANDERS)
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Fresno

On March 24, 2011 before me, MARISOL GARCIA, Notary Public, personally appeared SHAWN SANDERS, 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

OPTIONAL

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

Description of Attached Document
Title or Type of Document: ENCROACHMENT AGREEMENT
Document Date: March 24, 2011

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer’s Name: SHAWN SANDERS

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

Signer Is Representing:

Place Notary Seal Above
Administrative Information

Area 4
Fresno Land Service Office
Operating Department - Electric Transmission
USGS location: T 13 S, R 19 E, MDM
Section 11, NW4 of the NW4
FERC License Number: N/A
PG&E Drawing Number: JL - 442
PLAT NO. 1319112
LD of affected document: 2213-19-0292
LD of Cross-referenced documents: N/A
TYPE OF INTEREST: 2, 42
SBE Parcel Number: N/A
% being quitclaimed: N/A
Order - PM 40862351
JCN: 03-05-052
County: Fresno
Utility Notice Numbers: N/A
851 Approval Application No. Resolution
Prepared By: DAV0
Checked By: KAP6
Revision Number: N/A
RECORDING REQUESTED BY
Stewart Title of California
WHEN RECORDER MAIL TO
AND MAIL TAX STATEMENTS TO
Shawn Sanders
7636 Ingram Ave
Fresno, CA 93711

ORDER NO 8708-313080
ESCROW NO 7302-313080
APN

FRESNO County Recorder
Robert C Werner
DOC- 2010-0165586
Check Number 33594
Tuesday DEC 14 2010 09 04 50
NPC $20.00
TTL Pd $200.55  Hbr-006349087
APR/R1/1/1-3

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $165.55
CITY TAX

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

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

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

hereby GRANT(S) to

 Shawn Sanders, a Single Man

the following described real property in the County of Fresno, State of California

See "Exhibit A" attached hereto

GRANTEES HERENIN SHALL BE PROHIBITED FROM CONVEYING CAPTIONED PROPERTY TO A BONIFIED PURCHASER FOR VALUE FOR A SALES PRICE OF GREATER THAN $180,000.00 FOR A PERIOD OF 3 MONTH(S) FROM THE DATE OF THIS DEED
GRANTEE SHALL ALSO BE PROHIBITED FROM ENCUMBERING SUBJECT PROPERTY WITH A SECURITY INTEREST IN THE PRINCIPAL AMOUNT OF GREATER THAN $180,000.00 FOR A PERIOD OF 3 MONTH(S) FROM THE DATE OF THIS DEED THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL TO GRANTEE

THIS RESTRICTION SHALL TERMINATE IMMEDIATELY UPON CONVEYANCE AT ANY FORCLOUSE SALE RELATED TO A MORTGAGE OR DEED OF TRUST
DATE December 9, 2010

STATE OF CALIFORNIA
COUNTY OF San Diego

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

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

MAIL ALL STATEMENTS AS DIRECTED ABOVE.
Exhibit A
LEGAL DESCRIPTION

File Number 311080

Parcel 1

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

Parcel 2

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

Beginning at the Southeast corner of Lot 14 of Tract No. 5098, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 69, Pages 76, 77 and 78 of Plats, in the office of the County Recorder of said County, thence South 00°01'33" West, along the Southerly prolongation of the East line of said Lot 14, a distance of 1782 feet to a point being 718 feet North of the North line of Lot 973 of said Bullard Lands Irrigated Subdivision No. 6, thence North 89°58'27" West, parallel with and 718 feet North of the North line of said Lot 973 and 974, a distance of 6000 feet to a point on the Southerly prolongation of the West line of said Lot 14, thence North 00°01'33" East along the Southerly prolongation of the West line of said Lot 14, a distance of 1782 feet to the Southwest corner of said Lot 14, thence South 89°58'27" East along the South line of said Lot 14 a distance of 6000 feet to the point of beginning, being a portion of West Browning Avenue as abandoned by the City of Fresno’s Resolution No. 2004-103 as recorded April 1, 2004 as Instrument No. 2004-0070498 which would pass by a conveyance of said land under Sections 831 and 1112 of the California Civil Code.

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

Apr. 509-340-69s
LD#2213-19-0292(110' EASEMENT R/W) ELECTRICAL TRANSMISSION LINE EASEMENT GRANTED TO PG&E PER DOCUMENT RECORDED JUNE 25, 1948 IN BOOK 2645, PAGE 487, DOCUMENT NO. 30831, O.R.F.C.

SEE DETAIL 'C' SHAWN SANDERS DOC. NO: 2010-0165586, FCOR APN: 509-340-69

DETAL 'C' "ENCROACHMENT AREA" ELEC. TRAN ESMNT LINE 1.57' LOT 14 EAVES/OVERHANG BUILDING

SCALE: 1"=25'

Tr 5098 Encroachment Lot 14 PACIFIC GAS AND ELECTRIC COMPANY SAN FRANCISCO, CAL.
Attachment 2
Herndon-Ashlan – Line 829 Electric
Overhead Transmission Line Corridor
Easement
THIS INDENTURE, made by and between HARRIET C. WHITE, a widow, hereinafter called first parties, and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party,

WITNESSETH that:

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

Lots 962, 963, 964, 965 and 966, as the same are delineated and so designated upon that certain map of Bullard Lands Irrigated, Subdivision No. 6 recorded in volume 8 of maps at page 25, records of said Fresno County; and that portion described in the deed executed by Harriett O. White to James Michael Doyle, dated September 25, 1914 and recorded in volume 2193 of official records at page 360, records of said Fresno County, of lot 967, as the same is delineated and so designated upon said map;

and

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

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

NOW, THEREFORE, in consideration of value paid therefor by second party, the adequacy and receipt whereof are hereby acknowledged, first parties do hereby grant unto second party the right to from time to time erect, construct, reconstruct, replace, remove maintain and use such towers with all necessary and proper crossarms, braces and other appliances and fixtures for use in connection therewith, and suspend therefrom maintain and use such wires and/or
cables as second party may deem necessary for the transmission and distribution
of electric energy and for private telephone and telegraph purposes of second
party, together with a right of way therealong, over and across said premises
within the strip of land which is described as follows, viz.:  

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

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

Second party shall indemnify first parties against any and all loss and
damage which may be caused by the exercise of said right of ingress and egress,
or by any wrongful or negligent act or omission of second party or its agents,
or employees, in the exercise of any of the rights hereby granted.
First parties, shall not erect or construct any building or other structure, or drill or operate, any sort of well, within said strip of land.

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

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

IN WITNESS WHEREOF first parties have executed these presents this 27th day of April 27, 1947. Harriet O. White

by Gerald J. Doyle

his attorney in fact

Executed in the presence of

witness

STATE OF CALIFORNIA, ss.
County of Fresno

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

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

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

WITNESSETH that:

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

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

and

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

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

NOW, THEREFORE, in consideration of One Thousand dollars paid therefor by second party, the receipt whereof is hereby acknowledged, first party
does hereby grant unto second party, to the extent of the interest of said estate
in said premises, the right to from time to time erect, construct, reconstruct,
replace, remove, maintain and use such towers with all necessary and proper
crossarms, braces and other appliances and fixtures for use in connection
therewith, and suspend therefrom, maintain and use such wires and/or cables
as second party may deem necessary for the transmission and distribution of
electric energy and for private telephone and telegraph purposes of second
party, together with a right of way therealong, over and across said premises,
within the strip of land which is described as follows, viz.:

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

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

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

First party, or said minor or his successors in estate, shall not erect
or construct any building or other structure, or drill, or operate any sort
of well, within said strip of land.
IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO

In the Matter of the Guardianship of the
Person and Estate of
JAMES MICHAEL DOYLE,
a minor

ORDER AUTHORIZING CONVEYANCE OF
RIGHTS AND EASEMENT

There having come on regularly to be heard by this court on the 4th day of June, 1943 the duly verified petition of Evelyn O. Doyle, guardian of the person and estate of James Michael Doyle, a minor, for an order of this court authorizing and directing her pursuant to the provisions of Section 1515 of the Probate Code of the State of California, to convey to Pacific Gas and Electric Company, a public utility corporation, an easement for towers, wires and appurtenances for transmitting electricity and for private communication purposes over and across that certain real property belonging to said estate; and it appearing to the satisfaction of the court, and the court finds, that notice of the time and place of hearing of said petition has been duly and regularly given for the time and in the manner required by law, and that special notice was given to all persons requesting such special notice, and no person having appeared in court to except or object to the granting of said petition.

And it further appearing that Evelyn O. Doyle is the duly appointed, qualified and acting guardian of the person and estate of James Michael Doyle, a minor.
And it further appearing to the satisfaction of the court, and the court finds, that all the allegations contained in said petition are true and that it is to the advantage, benefit and best interest of said estate, and those interested therein, that said petition be granted, and the court being fully advised:

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

A strip of land of the uniform width of 110 feet extending entirely across said real property and lying 25.0 feet on the northeasterly and 85.0 feet on the southwesterly, side of a line which begins at a point in the northerly boundary line of said real property and runs thence south 45° 45' east 290 feet, more or less, to a point from which the northwest corner of section 11, township 13 south, range 19 east, M. D. B. & M., bears north 27° 10½° west 566.1 feet distant; thence south 45° 45' east 1160 feet, more or less, to the southerly boundary line of said real property.

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

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said guardian is hereby
authorized and directed to convey to Pacific Gas and Electric Company, its
successors and assigns, (a) the right to erect, maintain and use gates in all
fences which now or may hereafter cross said easement, (b) the right of ingress
to and egress from said easement by a practicable route across said real property,
(c) the right to exclude the erection of buildings or other structures and the
drilling of wells within 250 feet of said route, and (d) the right to trim
and/or cut and remove trees and brush along said easement whenever considered
necessary so to do.

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

Dated this 31st day of June, 1948.

A. D. MITCHELL
Judge

ENDORSED

FILED
1948 Jun 19, M 12:29
HARRY L. ALLISON, CLERK
by Edith Campbell, Deputy

STATE OF CALIFORNIA
COUNTY OF SAN BernANDINO SS.

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

Witness my hand and seal of the Superior Court
this, 31st day of June, 1948.

HARRY L. ALLISON, County Clerk
By: Helen Belden, Deputy
Poor Quality Original

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