May 19, 2015

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

SUBJECT: Grant of Easement to Caltrans – Request for Approval under Section 851

Dear Ms. Allen:

Advice Letter 4621-E is effective as of May 15, 2015.

Sincerely,

Edward Randolph  
Director, Energy Division
April 22, 2015

Advice 4621-E
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Grant of Easement to CalTrans – Request for Approval 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 and General Order 173, of PG&E’s consent to grant the California Department of Transportation (“CalTrans”), for a fee of $1500.00, a perpetual non-exclusive easement on a portion of PG&E’s property (the “Property”). The Property is in Woodside in San Mateo County and is currently used as an electrical substation known as Woodside Substation, SBE number 135-41-047-2.

CalTrans identified a serious public safety concern that it determined must be addressed, and intends to use the easement to repair a sliding slope, construct a retaining wall, and install erosion control measures. For this reason, grant of the easement is in the public interest. Further, neither the granting of this easement nor the proposed repair project will interfere with PG&E’s operations or PG&E’s ability to provide safe and reliable utility services to its customers, and will not be adverse to the public’s interest.

In order to be assured that funding is available, CalTrans needs to have all project documents (e.g. construction plans, specifications, estimates) ready to go out for bid by June 1, 2015. CalTrans’ project documents includes a “Right of Way Certification” that provides assurance that CalTrans has acquired all the property rights necessary for the project. As such, PG&E requests that the California Public Utilities Commission (“Commission” or “CPUC”) approve this easement no later than May 29, 2015.

Background

PG&E owns land, buildings, and other facilities in connection with the provision of electric and natural gas services to its customers throughout northern and central California. In the provision of these services, PG&E relies on a portfolio of fee
properties, rights-of-way, and facilities to support its electric and gas activities. One such property is in Woodside where PG&E currently owns an electrical substation know as Woodside Substation, SBE number 135-41-047-2, located at the northern quadrant of the intersection of Woodside Road (Route 84) and Freeway Route 280. The substation equipment is approximately 250 feet north of the proposed site of the CalTrans’ retaining wall.

CalTrans has described the safety concern and need for corrective action as follows:

Due to a slope failure on Rte 84 in Woodside...the State of California (State) has proposed a construction project to fix the damage. This area is geo-technically prone to slope failures and in order to protect the State’s facility (roadway) and Pacific Gas and Electric Company’s (PG&E) facility (substation), corrective action is necessary. Any major slope failure would cause the roadway to slide onto PG&E’s property.

Attachment 1 (State of California, Department of Transportation Letter to PG&E, March 23, 2015). CalTrans and PG&E entered into a temporary use license on April 15, 2015. See Attachment 2 for the terms and conditions of the License Agreement. CalTrans identified a longterm solution that requires it to obtain an easement from PG&E to access and construct a retaining wall. The easement area is approximately 866 square feet. CalTrans proposes to construct a 42 inch diameter, 30 feet deep pile for the installation of a retaining wall within the parcel of land described in Exhibit “A” and shown on Exhibit “B” of the Easement Agreement (“Agreement”); see Attachment 3 for the terms and conditions of the Agreement. PG&E does not use this requested property for any purpose.

The proposed transaction provides a public benefit and is not adverse to the public interest as CalTrans will construct a retaining wall to prevent the roadway from sliding onto PG&E property. The CPUC has long recognized that the public interest is served when utility property is used for compatible, productive purposes without interfering with utility operations or affecting service to PG&E customers.1 The proposed transaction further benefits PG&E by fortifying its substation from a potential natural hazard, and saving the potential cost to repair damage from a landslide that encroaches onto essential substation operations.

For the above reasons, the Commission should approve this Section 851 request to grant CalTrans an easement relating to this PG&E property, and find that doing so is not adverse to the public interest.2 This grant is made subject to all applicable

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1 D.04-07-023, mimeo, p.12.
2 “The Commission has long recognized that the public interest is served when utility property is used for other productive purposes without inferring with the utility’s operations or the provision of utility services to the public.” (D.06-07-023, p. 1.)
provisions of General Order No. 95 (Overhead Electric), General Order No. 112E (Gas) and General Order No. 128 (Underground Electric) of the CPUC.

In accordance with General Order (G.O.) 173, PG&E provides the following information related to the proposed transaction:

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

Pacific Gas and Electric Company  California Department of Transportation
Darren P. Roach  Mark L. Weaver
Law Department  Deputy District Director
P.O. Box 7442  Right of Way and Land Surveys
San Francisco, CA 94120  P.O. Box 23440
Telephone: (415) 973-6345  Oakland, CA 94623-0440
Facsimile: (415) 973-5520
Email: DPRC@pge.com

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

Woodside Substation, SBE number 135-41-047-2, located at the northern quadrant of the intersection of Woodside Road (Route 84) and Freeway Route 280. The substation equipment is approximately 250 feet north of the proposed site of the CalTrans retaining wall.

(c) Intended Use of the Property and Facilities:

CalTrans has requested an easement to access and construct a retaining wall. The easement is approximately 866 square feet.

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

PG&E will receive a one-time fee of $1500 for granting the easement. The fee is broken down to include a $500 nominal fee for the easement and $1,000 for administrative costs. (Attachment 4).

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

PG&E will account for this one-time fee as Electric Other Operating Revenue.

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3 See Attachment 3, Section 8(d).
(f) Statement on the Impact of the Transaction on Ratebase and Any Effect on the Ability of the Utility to Serve Customers and the Public:

PG&E is not selling or disposing of the property described in this advice letter, and as such, there are no changes to PG&E’s rate base as a result of granting the proposed easement.

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

The fair market value for the easement was determined by an appraisal, details of which are provided in Attachment 4. PG&E has reviewed the aforementioned appraisal and accepted its findings on estimated values. PG&E believes that the appraised value accurately reflects and falls within the reasonable range for a fair market easement valuation.

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

Not Applicable.

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

The fair market value for the easement was determined by an appraisal, details of which are provided in Attachment 4. PG&E has reviewed the aforementioned appraisal and accepted its findings on estimated values. PG&E believes that the appraised value accurately reflects and falls within the reasonable range for a fair market easement valuation.

(j) A Complete Description of any Recent Past (Within the Prior Two Years) or Anticipated Future Transactions that May Appear To Be Related to the Present 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-268), 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.)
(k) Sufficient Information and Documentation (Including Environmental Review Information) to Indicate that All Criteria Set Forth in Rule 3 of General Order (“GO”) 173 are Satisfied:

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

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

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

PG&E is not aware of any additional relevant information other than what is included with this advice letter.

(m) Environmental Information:

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

Per (a) above, the project was found exempt from CEQA pursuant to Categorical Exemptions, Section 15303 – New Construction or Conversion of Small Structures; Section 15304 – Minor Alterations to Land; Section 15305 – Minor Alterations in Land Use Limitations; Section 15306 – Information Collection, and/or Section 15311 – Accessory Structures. The Notice of Exemption is provided as Attachment 5.
Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than May 12, 2015, which is 20 days after the date of this filing. Protests must be submitted to:

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

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

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

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

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

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

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

Pursuant to the review process outlined in General Order 173, PG&E requests that this Tier 2 advice filing become effective upon Commission disposition. PG&E requests that the Commission approve this easement no later than May 29, 2015 in order to be assured that CalTrans’ funding is available and all project documents are ready to go out for bid by June 1, 2015.

**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 lists. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission’s Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Please send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: http://www.pge.com/tariffs

/S/
Meredith Allen
Senior Director, Regulatory Relations

**Attachments:**
Attachment 1 – State of California, Department of Transportation Letter to PG&E
Attachment 2 – License Agreement
Attachment 3 – Easement Agreement
Attachment 4 – Easement Cost Estimate and Offer of Compensation
Attachment 5 – Notice of Exemption
*************** SERVICE LIST Advice 4621-E ***************
APPENDIX A

David M. Gamson
Administrative Law Judge Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-1232
dmg@cpuc.ca.gov

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

Mary Jo Borak
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-1333
bor@cpuc.ca.gov

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

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

California Department of Transportation
Mark L. Weaver
Deputy District Director
Right of Way and Land Surveys
P.O. Box 23440
Oakland, CA 94623-0440
**Company name/CPUC Utility No.** Pacific Gas and Electric Company (ID U39 E)

**Utility type:**
- [X] ELC
- [ ] GAS
- [ ] PLC
- [ ] HEAT
- [ ] WATER

**Contact Person:** Jennifer Wirowek  
**Phone #:** (415) 973-1419
**E-mail:** J6WS@pge.com and PGETariffs@pge.com

**EXPLANATION OF UTILITY TYPE**
- ELC = Electric  
- GAS = Gas  
- PLC = Pipeline  
- HEAT = Heat  
- WATER = Water

**Advice Letter (AL) #:** 4621-E  
**Subject of AL:** Grant of Easement to CalTrans – Request for Approval under Section 851

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

**AL filing type:**
- [X] One-Time
- [ ] Monthly
- [ ] Quarterly
- [ ] Annual
- [ ] Other

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

**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:** N/A

**Resolution Required?**
- [ ] Yes
- [X] No

**Requested effective date:** May 29, 2015

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

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

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

**Tariff schedules affected:** N/A

**Service affected and changes proposed:** N/A

**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:

**California Public Utilities Commission**  
**Energy Division**
EDTariffUnit  
505 Van Ness Ave., 4th Flr.
San Francisco, CA 94102
E-mail: EDTariffUnit@cpuc.ca.gov

**Pacific Gas and Electric Company**
Attn: Meredith Allen  
Senior Director, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177
E-mail: PGETariffs@pge.com
Attachment 1:
State of California, Department of Transportation Letter to PG&E
March 23, 2015

Ms. Valerie Winn
Chief, State Agency Relations
Pacific Gas and Electric Company

Dear Ms. Winn:

Due to a slope failure on Rte. 84 in Woodside in San Mateo County, the State of California (State) has proposed a construction project to fix the damage. This area is geo-technically prone to slope failures and in order to protect the State’s facility (roadway) and Pacific Gas and Electric Company’s (PG&E) facility (substation), corrective action is necessary. Any major slope failure would cause the roadway to slide onto PG&E’s property. In order to fix the slope, the State would require some property rights from PG&E. The State looked into other alternatives that would not impact the PG&E property; however any alternative, short of the one being proposed, would involve PG&E relocating the 30 inch gas lines and the valve boxes. The proposed design avoids the gas lines and the valve boxes and has minimal impact to the property and your operations.

The State’s project proposes to construct a 596 foot long wall to the north of the onramp, and the existing asphalt concrete surface and AC dike will also be repaired. Also, approximately 80 feet from the edge of the shoulder will be cleared to allow pile installation and wall construction. The only physical encroachment on PG&E property will be a pile where the station boundary comes to a point along the edge of Route 84.

The State requires the following from PG&E for the project:

1. 118 sq. ft. in highway easement for the area where the pile sits within the PG&E property;
2. 748 sq. ft. in maintenance/access easement for maintenance purposes; and
3. 9,345 sq. ft. in temporary construction easement during the construction period that will expire on 07/01/2016.

The project is anticipated to commence later this year.
In order to prevent delays to the proposed project, the State is requesting that PG&E grant the State the rights sufficient to allow for construction of the project as proposed. Your cooperation is appreciated and please contact me if you require any further details of the project.

Sincerely,

Mark L. Weaver
Deputy District Director
Right of Way and Land Surveys

"Provide a safe, sustainable, integrated and an efficient transportation system to enhance California's economy and livability"
Attachment 2:
License Agreement
LICENSE AGREEMENT
FOR A RIGHT OF ENTRY FOR TEMPORARY USE

This License Agreement for a Right of Entry for Temporary Use (this “License Agreement”) is made and entered into this ___14_ day of _April_, 2015 (the “Effective Date”) by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “PG&E”, and State of California, Department of Transportation, a public body of the State of California, hereinafter called “Licensee.”

RECIPIENTS:

A. PG&E owns the real property commonly known as Woodside Substation, State Board of Equalization No. 135-41- 46A, Pcl.1hereinafter called the “Property”, located in the Town of Woodside, County of San Mateo, State of California.

B. In conjunction with, Licensee wishes to temporarily use a portion of the Property for ingress and egress over a portion of the Property known as Parcel 62935-2 as shown on EXHIBIT “A” attached hereto and by this reference made a part hereof (the “License Area”).

C. Licensee has requested permission for Licensee to enter the License Area and conduct certain activities on the License Area as more fully described in this License Agreement and PG&E is willing to grant such permission subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, PG&E and Licensee hereby agree as follows:

1. Temporary Right of Entry. Subject to the terms and conditions set forth in this License Agreement, PG&E hereby grants to Licensee a temporary, personal, non-exclusive and non-possessory right and license to enter, and for Licensee to allow Licensee’s directors, officers, partners, members, managers, employees, contractors, subcontractors, consultants, representatives, agents, permittees and invitees (“Licensee’s Representatives”) to enter, at reasonable times, the License Area for the sole purpose of building a retaining wall to repair and halt further subsidence of ground supporting an adjacent roadway, hereinafter referred to as “Licensee’s Activities”. All of Licensee’s Activities shall be performed at Licensee’s sole cost and expense. This License Agreement gives Licensee a license only and does not constitute a grant by PG&E of any ownership, leasehold, easement or other similar property interest or estate.

2. Fees. Not Applicable

3. Work Plan. Licensee shall discuss with PG&E any specific requirements for Licensee's Activities on the Property, and shall prepare a work plan that incorporates such requirements and that describes in detail and with specificity the nature, scope, location and purpose of all of Licensee’s Activities to be performed on the Property (the “Work Plan”). The Work Plan will be submitted to the following person at PG&E for approval. Thomas J. Zlatunich,
4. **Term; Termination; Surrender.** This License Agreement shall be for a term of one (1) year commencing on July 1, 2015 and expiring on June 30, 2016, unless sooner terminated (the "Term"). **Provided, however, that PG&E may terminate this License Agreement, at any time, for any reason or no reason, including, without limitation, pursuant to the provisions of General Order No. 69-C of the California Public Utilities Commission (the “CPUC”), upon twenty-four (24) hours written notice to Licensee.** Upon the expiration or termination of this License Agreement, Licensee shall remove all personal property of Licensee and Licensee's Representatives, remove all debris and waste material resulting from Licensee’s Activities, and repair and restore the Property as nearly as possible to the condition that existed prior to Licensee's entry hereunder to PG&E's satisfaction. Licensee shall bear the entire cost of such removal, repair and restoration, and PG&E shall have no liability for any losses or damages caused by or related to any termination of this License Agreement. In the event Licensee fails to comply with the requirements of this Section, PG&E may elect, at Licensee’s expense, to remove such personal property, debris and waste material and to perform such repair or restoration as necessary. Licensee shall pay such costs and expenses within ten (10) days after receipt of an invoice therefor. Licensee's obligations under this Section shall survive the expiration or termination of this License Agreement.

5. **Condition of the Property.** Licensee accepts the Property "as is", in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Property. Licensee acknowledges that one or more of the following (collectively, "Potential Environmental Hazards") may be located in, or underlying the Property:

(a) electric and magnetic fields, electromagnetic fields, power frequency fields and extremely low frequency fields, however designated, whether emitted by electric transmission lines, other electrical distribution equipment or by any other means ("EMFs");

(b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term “Hazardous Substances” means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements, as defined herein, relating to the protection of human health or the environment, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of
such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:


(2) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by the United States, the State of California, any local governmental authority or any political subdivision thereof; or

(3) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons on or about the Property or to the environment; or

(4) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(5) which contains lead-based paint or other lead contamination, polychlorinated biphenyls ("PCBs") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(6) which contains radon gas;

(c) fuel or chemical storage tanks, energized electrical conductors or equipment, or natural gas transmission or distribution pipelines; and

(d) other potentially hazardous substances, materials, products or conditions.

Licensee shall take all necessary precautions to protect Licensee’s Representatives from risks of harm from Potential Environmental Hazards, and Licensee shall be solely responsible for the health and safety of Licensee's Representatives. Licensee acknowledges that it has previously evaluated the condition of the Property and all matters affecting the suitability of the Property for the uses permitted by this License Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.
6. Licensee’s Covenants. There will be no Grading within Parcel 62935-2 as shown on EXHIBIT “A” except for ground clearing and to provide a safe working area.

   (a) Legal Compliance. Licensee agrees, at Licensee's sole cost and expense, promptly to comply, and to cause all of Licensee’s Representatives to comply, with (i) 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, including, but not limited to, those laws which relate to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Substances or to health, safety, noise, environmental protection, air quality or water quality, (ii) the conditions of any permit, occupancy certificate, license or other approval issued by public officers relating to Licensee’s Activities or Licensee’s use or occupancy of the Property; and (iii) any liens, encumbrances, easements, covenants, conditions, restrictions and servitudes (if any) of record, or of which Licensee has notice, which may be applicable to the Property (collectively, “Legal Requirements”) regardless of when they become effective, insofar as they relate to Licensee’s Activities or the use or occupancy of the Property by Licensee. The judgment of any court of competent jurisdiction, or the admission of Licensee in any action or proceeding against Licensee, whether or not PG&E is a party in such action or proceeding, that Licensee has violated any Legal Requirement relating to the use or occupancy of the Property, shall be conclusive of that fact as between PG&E and Licensee. Licensee shall furnish satisfactory evidence of such compliance upon request by PG&E.

   (b) Notification of Investigations, Orders or Enforcement Proceedings. Licensee agrees to notify PG&E in writing within three (3) business days after obtaining knowledge of any investigation, order or enforcement proceeding that in any way relates to the Property, or the occurrence of any contamination or suspected contamination on, within or underlying the Property. Such notice shall include a complete copy of any order, complaint, agreement, or other document that may have been issued, executed or proposed, whether draft or final.

   (c) Use of Property. Licensee agrees that Licensee shall not in any way interfere or permit any interference with the use of the Property by PG&E. Interference shall include, but not be limited to, any activity by Licensee that places any of PG&E's gas or electric facilities in violation of any of the applicable provisions of General Order Nos. 95 (Overhead Electric), 112 (Gas), and 128 (Underground Electric) of the CPUC or of any other applicable provisions of the laws and regulations of the State of California or other governmental agencies under which the operations of utility facilities are controlled or regulated, including, but not limited to, the CPUC and the Federal Energy Regulatory Commission ("FERC"). Licensee shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety, which minimum clearances are incorporated herein by reference, but under no circumstances closer than ten (10) feet from any energized electric conductors or appliances. Licensee shall not drill, bore, or excavate under any circumstances.

   (d) Procedure for Entry. Licensee agrees that at least ten (10) business days prior to any entry by Licensee or any Licensee Representative upon the Property, Licensee shall notify Pedro Paz, Substation Maintenance Supervisor ("PG&E’s Representative") at 925-332-
6510 (925) 332-6510 so that a representative of PG&E may be present to observe Licensee’s Activities to ensure compliance with the terms and conditions of this License Agreement. At the time of each such notification, Licensee shall inform PG&E’s Representative whether a representative of the any governmental entity or agency will be present during the planned activities.

(e) **Licensee’s Activities.** Licensee agrees that Licensee and Licensee's Representatives shall notify PG&E, as part of the Work Plan, of any potential safety, environmental or other hazards to PG&E employees or property arising out of, or associated with, Licensee's Activities or stemming from conditions caused by Licensee, so that PG&E may take appropriate precautions. Licensee agrees that Licensee shall conduct Licensee’s Activities in compliance with the Work Plan approved by PG&E and in such a manner so as to protect the Property, PG&E’s utility facilities, the environment, and human health and safety. Licensee shall not make use of the Property in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Property by PG&E or others entitled to use the Property. Licensee shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon, produced, stored, used, discharged or disposed of on, or in the vicinity of, the Property. Licensee agrees to be responsible for the clean up and remediation of any releases of Hazardous Substances resulting from Licensee's Activities, or any activity by Licensee or Licensee’s Representatives, and shall immediately report the details of any such releases to PG&E and to the appropriate regulatory agencies as required by any and all applicable Legal Requirements. In the event PG&E determines that Licensee’s Activities in any way endanger the Property, PG&E's utility facilities, the environment, or human health or safety, PG&E may, in PG&E's sole and absolute discretion, require that Licensee halt Licensee’s Activities until appropriate protective measures may be taken to eliminate such endangerment to PG&E's satisfaction. Licensee waives any claims against PG&E resulting from any delay under this Section. PG&E's right to halt activities under this Section shall not in any way affect or alter Licensee’s insurance or indemnity obligations under this License Agreement, nor shall it relieve Licensee from any of Licensee's obligations hereunder that pertain to health, safety, or the protection of the environment.

(f) **Non-Interference.** Licensee agrees to cooperate Licensee’s Activities to strictly avoid any interference with PG&E’s use of the Property and any adjoining lands owned by PG&E.

(g) **Site Security.** Licensee agrees that Licensee and Licensee’s Representatives shall comply with any and all of PG&E’s on-site safety and security requirements and any other rules and regulations that may be applicable to Licensee’s Activities at the Property. Licensee agrees to cooperate with PG&E and to abide by any and all orders or instructions issued by PG&E, its employees, agents or representatives. PG&E reserves the right to restrict access to the Property in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with PG&E's response thereto, or if emergency repairs or maintenance are required to PG&E’s facilities, wherever located, or otherwise when PG&E deems it advisable to do so, including in connection with events and emergencies occurring or affecting PG&E's business operations located elsewhere than in the immediate vicinity of the Property.
7. **Indemnification; Release.**

   (a) Licensee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries, 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”), including Claims arising from the passive or active negligence of the Indemnitees, which arise from or are in any way connected with Licensee’s Activities, or the entry on, occupancy or use of, the Property by Licensee or Licensee’s Representatives, or the exercise by Licensee of Licensee's rights hereunder, or the performance of, or failure to perform, Licensee’s duties under this License Agreement, including, but not limited to, Claims arising out of: (i) injury to or death of persons, including, but not limited to, employees of PG&E or Licensee (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Property); (ii) injury to property or other interest of PG&E, Licensee or any third party; (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to the environment and including any liability imposed by law or regulation without regard to fault.

   Without limiting the generality of the foregoing, Licensee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any labor performed on the Property by, or at the request or for the benefit of, Licensee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Licensee is obligated to indemnify or provide a defense hereunder, upon written notice from PG&E, Licensee shall defend such action or proceeding at Licensee's sole expense by counsel approved by PG&E, which approval shall be in PG&E’s sole and absolute discretion.

   (b) Licensee acknowledges that all Claims arising out of or in any way connected with releases or discharges of a Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with Licensee’s use or occupancy of the Property, Licensee’s Activities or the activities of any of Licensee’s Representatives, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including attorneys’ fees and disbursements and any fines and penalties imposed for the violation of any Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above. The purpose of the foregoing indemnity is to protect PG&E and the Indemnitees from expenses and obligations related to Hazardous Substances on the Property to the fullest extent permitted by law. The Licensee’s obligation to defend includes, but is not limited to, the obligation to defend claims and participate in administrative proceedings, even if they are false or fraudulent.

   (c) Licensee’s use of the Property shall be at Licensee’s sole risk and expense, and Licensee accepts all risk relating to Licensee's occupancy and use of the Property. PG&E shall not be liable to Licensee for, and Licensee hereby waives and releases 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 an occurrence on or about the Property.
(d) Licensee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnities harmless against claims, losses, costs (including attorneys’ fees and costs), liabilities and damages resulting from the failure of Licensee, or any of Licensee's consultants, contractors or subcontractors, to comply with the insurance requirements set forth in EXHIBIT “B”.

(e) The provisions of this Section 7 shall survive the expiration or termination of this License Agreement.

8. Additional Activities. Licensee shall not perform any activities beyond Licensee’s Activities specifically authorized by this License Agreement without the prior written consent of PG&E, which consent shall be in PG&E’s sole and absolute discretion, and the prior consent, to the extent required by applicable Legal Requirements, of any governmental authority having jurisdiction, including, but not limited to, the CPUC or the FERC.

9. Reserved Rights. The Property is currently used by PG&E in conjunction with the operation of a substation located on land that is owned by PG&E located adjacent to the Department of Transportation’s Right-of-Way. PG&E reserves the right to use the Property for any and all purposes whatsoever, including, without limitation, the right to use the Property for such purposes as it may deem necessary or appropriate if, and whenever, in the interest of its service to its patrons or consumers or the public, it shall appear necessary or desirable to do so.

10. Compliance; Safety; Insurance. Licensee shall obtain, at Licensee’s sole cost and expense, any and all necessary permits, authorizations and approvals applicable to Licensee’s Activities and to evidence compliance with all Legal Requirements. PG&E shall have a right to observe Licensee’s Activities at any time to confirm Licensee’s compliance with the requirements of this License Agreement and applicable Legal Requirements. Licensee shall procure, carry and maintain in effect throughout the Term of this License Agreement, with respect to the License Area and the use, occupancy and activities of Licensee and Licensee's Representatives on or about the License Area, in a form and with deductibles acceptable to PG&E and with such insurance companies as are acceptable to PG&E, the insurance specified in EXHIBIT "B" and by this reference made a part hereof. All policies shall contain endorsements that the insurer shall give PG&E and its designees at least thirty (30) days' advance written notice of any change, cancellation, termination, failure to renew or lapse of insurance. Upon Licensee’s execution of this License Agreement, and thereafter at least thirty (30) days prior to the expiration date of any policy, Licensee shall provide PG&E with evidence of the insurance coverage, or continuing coverage, as applicable, required by this License Agreement as more specifically set forth in EXHIBIT “B”. This License Agreement shall not become effective, and Licensee and Licensee’s Representatives shall not enter the Property nor commence or conduct any activity whatsoever on the Property unless and until the insurance coverage required by this License Agreement is in effect and current proof of insurance has been provided to PG&E. Licensee is also responsible for the compliance of Licensee's consultants, contractors and subcontractors with the insurance requirements, provided that Licensee may, with PG&E’s written consent in PG&E’s sole and absolute discretion, permit Licensee's consultants, contractors and subcontractors to maintain coverages and limits lower than those specified, so long as the coverages and limits required by Licensee are commercially reasonable in light of applicable circumstances. Licensee's consultants, contractors and subcontractors shall not enter the Property nor commence any activity whatsoever
on the Property without the insurance coverage required by this License Agreement being in effect and current proof of insurance having been provided to PG&E from each such consultant, contractor and subcontractor, respectively. The requirements of this Section and EXHIBIT "B" shall in no event limit the liability of Licensee under this License Agreement. PG&E reserves the right to review and modify from time to time the coverages and limits of coverage required hereunder, as well as the deductibles and/or self-insurance retentions in effect from time to time. In the event that Licensee or any of Licensee's Representatives fail at any time during the Term to procure, carry or maintain, the insurance required under this Section and EXHIBIT "B", or fail to deliver such policies or certificates as required, PG&E may, at its option, (i) procure such policies for the account of Licensee and Licensee's Representatives, and the cost thereof shall be paid by Licensee to PG&E within five (5) days after delivery to Licensee of an invoice therefor, and/or (ii) terminate this License Agreement, upon written notice to Licensee, in which event Licensee shall immediately vacate the Property and comply with the provisions concerning the condition of the Property on expiration or termination set forth in Section 4 above. For so long as the Licensee hereunder is State of California, Department of Transportation Licensee may elect to self-insure for any or all of the required coverage.

11. Mechanics' Liens. Licensee shall keep the Property free and clear of all mechanics’ liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by Licensee or at Licensee's request or for Licensee's benefit. If any mechanics’ liens are placed on the Property in connection with Licensee’s use or activities, Licensee shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute. Notwithstanding anything to the contrary set forth in this License Agreement, if any such lien is not released and removed within thirty (30) days, PG&E at its sole option, may immediately take all actions necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including attorneys' fees and costs, incurred by PG&E in connection with such lien shall be due and payable by Licensee within thirty (30) days after receipt of a written demand therefor, accompanied by reasonable supporting documentation.

12. Notices. 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 by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at the address or addresses listed below, or to such other address or addresses as such party may from time to time designate in writing. Notices shall be deemed received upon actual receipt or refusal of the notice by the party being sent the notice.

If to PG&E:

   Thomas J. Zlatunich
   Land & Environmental Management
   Pacific Gas and Electric Company
   111 Almaden Blvd., Room 814
   (408) 282.7106
If by registered or certified mail, return receipt requested:

Law Department  
Pacific Gas and Electric Company  
P.O. Box 7442  
San Francisco, CA 94120  
Attn: Lead Counsel, Environmental and Real Estate Section  
Telephone: (415) 973-6617

If by personal delivery or overnight courier:

Law Department  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B30A  
San Francisco, CA 94105  
Attn: Lead Counsel, Environmental and Real Estate Section  
Telephone: (415) 973-6617

If to Licensee:

Mark L. Weaver  
Deputy District Director  
Right of Way and Land Surveys  
P.O. Box 23440  
Oakland, CA 94623-0440

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

14. **Entire Agreement.** This License Agreement 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 License Agreement may not be amended except by a written agreement executed by both parties.

15. **Binding Effect.** This License Agreement and the covenants and agreements herein contained shall be binding on, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns, subject to the limitations on assignment set forth in this License Agreement.

16. **Assignment.** This License Agreement is personal to Licensee, and Licensee shall not assign, transfer, convey or encumber the license and other rights herein granted or any portion thereof or interest herein.

17. **Attorneys’ Fees.** Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, 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. Attorneys’ fees shall include, without limitation, fees incurred in discovery, contempt proceedings, and bankruptcy litigation. The non-prevailing party shall also pay the attorney’s fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. The covenant in the preceding sentence is separate and several and shall survive the merger of this provision into any judgment on this License Agreement. For purposes hereof, the reasonable fees of PG&E’s in-house attorneys who perform services in connection with any such action shall be recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by PG&E’s Law Department.

18. **No Waiver.** Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

19. **No Offsets.** Licensee acknowledges that PG&E is executing this License Agreement in its capacity as the owner of real property, and not in its capacity as a public utility company or provider of electricity and natural gas. Notwithstanding anything to the contrary contained herein, no act or omission of PG&E or its employees, agents or contractors as a provider of electricity and natural gas shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of PG&E and Licensee under this License Agreement. Further, Licensee covenants not to raise as a defense to Licensee's obligations under this License Agreement, or assert as a counterclaim or cross-claim in any litigation or arbitration between PG&E and Licensee relating to this License Agreement, any claim, loss, damage, cause of action, liability, cost or expense (including, without limitation, attorneys’ fees) arising from or in connection with PG&E’s provision of (or failure to provide) electricity and natural gas.

20. **No Dedication; No Third Party Beneficiary.** Nothing herein contained shall be deemed to be a gift or dedication of the Property or portion thereof to the general public, or for any public use or purpose whatsoever. The right of the public or any person, including Licensee and Licensee’s Representatives, to make any use whatsoever of the License Area or any portion thereof, other than as expressly permitted herein or as expressly allowed by a recorded map, agreement, deed or dedication, is by permission and is subject to the control of PG&E in its sole and absolute discretion. The provisions of this License Agreement are for the exclusive benefit of the parties and their successors and assigns, and shall not be deemed to confer any rights upon any person, except such parties and their successors and assigns, subject to the limitations on assignment set forth in this License Agreement. No obligation of a party under this License Agreement is enforceable by, or is for the benefit of, any other third parties.
21. **Captions.** The captions in this License Agreement are for reference only and shall in no way define or interpret any provision hereof.

22. **Time.** Except as otherwise expressly provided herein, the parties agree that as to any obligation or action to be performed hereunder, time is of the essence.

23. **Severability.** If any provision of this License Agreement shall be invalid or unenforceable, the remainder of this License Agreement shall not be affected thereby, and each provision of this License Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this License Agreement can be determined and effectuated.

24. **Counterparts.** This License 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.

25. **Joint and Several Liability.** If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this License Agreement as Licensee, the liability of each such individual, corporation, partnership or other business association to perform Licensee's obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Licensee shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

26. **Survival.** The waivers of claims or rights, the releases and the obligations of Licensee under this License Agreement to indemnify, protect, defend and hold harmless PG&E and other Indemnitees shall survive the expiration or earlier termination of this License Agreement, and so shall all other obligations or agreements of PG&E and Licensee hereunder which by their terms survive the expiration or earlier termination of this License Agreement.
27. **Other Documents.** Each party agrees to sign any additional documents or permit applications which may be reasonably required to effectuate the purpose of this License Agreement. Provided, however, that PG&E will not be required to take any action or execute any document that would result in any liability, cost or expense to PG&E.

28. **Authority; Execution; Conditions to Effectiveness.** The parties and the individuals executing this License Agreement on behalf of the parties, each represent, by executing this License Agreement, that he or she is duly authorized to do so and to bind the respective party to its terms. The submission of this License Agreement for examination or execution does not constitute an approval of the terms herein, or an offer to license the License Area in accordance with the terms and conditions contained herein, and this License Agreement shall not become effective unless and until it has been executed and delivered by both PG&E and Licensee, and Licensee delivers to PG&E the license fee as set forth in Section 2 above, and current proof of insurance for Licensee and its consultants, contractors and subcontractors as set forth in Section 10 above.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

“PG&E”

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

By: ____________________________
Name: Bob L. Jones, Manager
Its: Land Management
Date: ____________________________

“Licensee”

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
a public body of the State of California

By: ____________________________
Name: Mark L. Weaver
Its: Deputy District Director, Right of Way and Land Surveys
Date: 4/14/15

EXHIBITS “A” and “B” attached
EXHIBIT B

INSURANCE REQUIREMENTS

[NOTE TO DRAFTER: If PG&E operates facilities in the vicinity of the Property, or if the Property is contaminated, or if Licensee’s use of the Property is potentially hazardous, or otherwise if there are other special risks or circumstances, PG&E’s insurance department must review coverage and limits.]

Licensee shall procure, carry and maintain the following insurance coverage, and Licensee is also responsible for the compliance of Licensee's consultants, contractors and subcontractors with the insurance requirements:

A. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal.

2. Employers' Liability insurance shall not be less than One Million Dollars ($1,000,000) each accident for injury or death.

B. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.

2. The limit shall not be less than One Million Dollars ($1,000,000) each occurrence/ Two Million Dollars ($2,000,000) aggregate for bodily injury, property damage and personal injury. In addition, such insurance shall insure the performance by Licensee of its indemnity and other contractual obligations under the License Agreement.

3. Coverage shall (a) by "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of work performed by or for the Licensee or any other obligation or liability under the License Agreement, and (b) be endorsed to specify that the Licensee's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute to it.

C. Business Auto

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."

2. The limit shall not be less than Two Million Dollars ($2,000,000) each accident for bodily injury and property damage.

1. Upon execution of the License Agreement, Licensee shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Licensee.

2. The documentation shall state that coverage shall not be changed, cancelled, terminated, failed to be renewed or lapsed, except after thirty (30) days prior written notice has been given to PG&E.

3. The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to PG&E’s Land Agent as specified under Notices in the body of the License Agreement.

4. PG&E may inspect the original policies or require complete certified copies, at any time.

5. Licensee shall furnish PG&E the same evidence of insurance for Licensee's agents, consultants, contractors or subcontractors as PG&E requires of Licensee, prior to entry onto the Property by such parties.

6. Should Licensee have the right under this License Agreement to self-insure for any required insurance, Licensee shall be liable to PG&E for the full equivalent of insurance coverage which would have been available to PG&E if the applicable insurance policies had been obtained by Licensee from a third party insurer, in full compliance with the provisions of this EXHIBIT “B”, and shall pay on behalf of or indemnify PG&E for all amounts which would have been payable by the third party insurer. In addition, Licensee shall act with the same promptness and subject to the same standards of good faith as would apply to a third party insurance company.
Attachment 3:
Easement Agreement
EASEMENT AGREEMENT
(Easement to State of California)

This Easement Agreement (“Agreement”) is made and entered into this 14th day of April, 2015 (the “Effective Date”) by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “PG&E”, and the STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, hereinafter called “Grantee.”

RECITALS

A. PG&E owns certain real property within the Town of Woodside, County of San Mateo, State of California, more particularly described in EXHIBIT “A” and shown on EXHIBIT “B”, both of which are attached hereto and made a part hereof.

B. Grantee proposes to construct a 42 inch diameter, 30 feet deep pile for the installation of a retaining wall within the parcel of land described in EXHIBIT “A” and shown on EXHIBIT “B”, and in connection therewith, Grantee has requested that PG&E grant an easement for the excavation, installation, construction, reconstruction, repair, maintenance and use of such retaining wall.

C. PG&E is willing to grant such easement on the terms and subject to the conditions set forth herein.
Now, therefore, in consideration of Grantee’s agreement to pay the sum of One Thousand Dollars ($1,000.00), and for other good and valuable consideration, PG&E and Grantee agree as follows:

1. **Grant of Easement(s):** PG&E hereby grants to Grantee, upon the terms and conditions set forth in this Agreement, the following easement:

   **Easement.** A non-exclusive easement to excavate for, install, construct, reconstruct, repair, replace, maintain and use a retaining wall together with appurtenances thereto, including but not limited to a 42 inch diameter, 30 feet deep pile for the installation of retaining wall as Grantee deems necessary, within the parcel of land described in EXHIBIT “A” and shown on EXHIBIT “B” (the “Easement Area”). A non-exclusive right of surface access, ingress and egress to and from Grantee’s facilities within the Easement Area, over and across such routes as PG&E determines, in its reasonable discretion, will occasion the least practicable damage and inconvenience to PG&E and its facilities.

2. **Limitations on Use.**
   
   (a) The Easement Area and any facilities permitted to be constructed thereon are to be used by Grantee only for those uses permitted in Section 1 above, and for no other purpose.

   (b) PG&E reserves the right to restrict access to the Easement Area or any portion or portions thereof in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with PG&E’s response thereto, or if emergency repairs or maintenance are required to PG&E facilities within or in the vicinity of the Easement Area, or otherwise when PG&E deems it advisable to do so, including in connection with events and emergencies occurring or affecting PG&E’s business operations located elsewhere than in the immediate vicinity of the Easement Area.

   (c) Grantee shall not erect or construct any building or other structure other than the retaining wall improvements specifically authorized by this Agreement, nor shall Grantee drill or operate any well, within five (5) feet of any of PG&E’s electric or gas facilities.

3. **Condition of Easement Area.** Grantee accepts the Easement Area in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Easement Area. Grantee acknowledges that one or more of the following (collectively, “Potential Environmental Hazards”) may be located in, on or underlying the Easement Area and/or PG&E’s adjacent lands:

   (a) electric fields, magnetic fields, electromagnetic fields, electromagnetic radiation, power frequency fields, and extremely low frequency fields, however designated, and whether emitted by electric transmission lines, other distribution equipment or otherwise (“EMFs”);

   (b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term “Hazardous Substances” means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements (as hereinafter defined) relating to the protection of
human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permits, investigating and remediating emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:


2. which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by the United States, the State of California, any local governmental authority or any political subdivision thereof, or which cause, or are listed by the State of California as being known to the State of California to cause, cancer or reproductive toxicity; or

3. the presence of which on the Easement Area and/or PG&E’s adjacent lands poses or threatens to pose a hazard to the health or safety of persons on or about the Easement Area and/or PG&E’s adjacent lands or to the environment; or

4. which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

5. which contains lead-based paint or other lead contamination, polychlorinated biphenyls (“PCBs”) or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

6. which contains radon gas;

(c) fuel or chemical storage tanks, energized electrical conductors or equipment, or natural gas transmission or distribution pipelines; and

(d) other potentially hazardous substances, materials, products or conditions.
Grantee shall be solely responsible for the health and safety of, and shall take all necessary precautions to protect, its employees, contractors, consultants, agents and invitees, including, without limitation, the general public (“Grantee’s Representatives”) from risks of harm from Potential Environmental Hazards. Grantee acknowledges that it has previously evaluated the condition of the Easement Area and all matters affecting the suitability of the Easement Area for the uses permitted by this Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

4. **Grantee’s Covenants.** Grantee hereby covenants and agrees:

   (a) **Construction of Improvements.** Grantee agrees to construct and install, at no cost to PG&E, such facilities and improvements (“Improvements”) as may be necessary and appropriate for Grantee’s permitted use, as specified in Section 1. All such construction shall be performed in accordance with detailed plans and specifications (“Plans”) previously approved by PG&E, and shall comply with all Legal Requirements, as defined below in Section 4(b). Before commencing construction of any Improvements, Grantee shall obtain all permits, authorizations or other approvals, at Grantee’s sole cost and expense as may be necessary for such construction. Without limiting the generality of the foregoing, Grantee shall be responsible for complying with any and all applicable requirements of the National Environmental Policy Act (“NEPA”) and the California Environmental Quality Act (“CEQA”) and satisfying, at Grantee’s sole expense, any and all mitigation measures under CEQA that may apply to Grantee’s proposed occupancy and use of the Easement Area, and to the construction, maintenance and use of Grantee’s proposed Improvements and facilities. Grantee shall promptly notify PG&E of any and all proposed mitigation measures that may affect PG&E, the Easement Area or PG&E’s adjacent lands. If PG&E determines in good faith that any such mitigation measures may adversely affect PG&E, the Easement Area or PG&E’s adjacent lands, or impose limitations on PG&E’s ability to use the Easement Area or PG&E’s adjacent lands as specified in Section 8, then PG&E shall have the right, without liability to Grantee, to give notice of termination of this Agreement to Grantee, whereupon this Agreement and the rights granted to Grantee shall terminate and revest in PG&E, unless within ten (10) days following delivery of such notice, Grantee gives notice to PG&E by which Grantee agrees to modify its proposed Project (as that term is defined under CEQA) so as to eliminate the necessity for such mitigation measures. In the event of such termination, PG&E and Grantee shall each be released from all obligations under this Agreement, except those which expressly survive termination. Grantee acknowledges and agrees that PG&E’s review of Grantee’s Plans is solely for the purpose of protecting PG&E’s interests, and shall not be deemed to create any liability of any kind on the part of PG&E, or to constitute a representation on the part of PG&E or any person consulted by PG&E in connection with such review that the Plans or the Improvements contemplated by such Plans are adequate or appropriate for any purpose, or comply with applicable Legal Requirements. Grantee shall not commence construction or installation of any Improvements without the prior written consent of PG&E, which consent shall not be unreasonably withheld, conditioned or delayed, and the prior consent, to the extent required by applicable law or regulation, of the California Public Utilities Commission (hereinafter, “CPUC”);

   (b) **Compliance with Laws.** Grantee shall, at its sole cost and expense, promptly comply with (a) 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, including, but not limited to, those relating to the generation, use, storage, handling, treatment, transportation or
disposal of Hazardous Substances, as defined herein, or to health, safety, noise, environmental protection, air quality or water quality; (b) the conditions of any permit, occupancy certificate, license or other approval issued by public officers relating to Grantee’s use or occupancy of the Easement Area; and (c) with any liens, encumbrances, easements, covenants, conditions, restrictions and servitudes (if any) of record, or of which Grantee has notice, which may be applicable to the Easement Area (collectively, “Legal Requirements”), regardless of when they become effective, insofar as they relate to the use or occupancy of the Easement Area by Grantee. Grantee shall furnish satisfactory evidence of such compliance upon request by PG&E. The judgment of any court of competent jurisdiction, or the admission of Grantee in any action or proceeding against Grantee, whether or not PG&E is a party in such action or proceeding, that Grantee has violated any Legal Requirement relating to the use or occupancy of the Easement Area, shall be conclusive of that fact as between PG&E and Grantee.

(c) Notice of Enforcement Proceedings. Grantee agrees to notify PG&E in writing within three (3) business days of any investigation, order or enforcement proceeding which in any way relates to the Easement Area or PG&E’s adjacent lands, or to any contamination or suspected contamination on, within or underlying the Easement Area or PG&E’s adjacent lands. Such notice shall include a complete copy of any order, complaint, agreement, or other document which may have been issued, executed or proposed, whether draft or final;

(d) Non-Interference. Grantee agrees not to interfere in any way or permit any material interference with the use of the Easement Area or PG&E’s adjacent lands by PG&E and other entitled persons. Interference shall include, but not be limited to, any activity by Grantee that places any of PG&E’s gas or electric facilities in violation of any of the provisions of General Order Nos. 95 (Overhead Electric), 112E (Gas), and 128 (Underground Electric) of the CPUC or to any other Legal Requirements under which the operations of utility facilities are controlled or regulated. Grantee shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E’s high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety; which minimum clearances are incorporated herein by reference; but in no event closer than ten (10) feet to any energized electric conductors or appliances. Grantee shall not drill, bore, or excavate within thirty (30) feet of any of PG&E’s underground facilities, including, but not limited to, gas pipelines, valves, regulators, electric conduits, tower footings or foundations. Grantee shall provide notice to Underground Service Alert at 1-800-227-2600 at least two (2) business days prior to commencing any drilling, boring or excavating permitted hereunder to assist Grantee with locating any and all underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits;

(e) Avoiding Dangerous Activities. Grantee agrees to conduct its activities and operations within and on the Easement Area in such a manner so as not to endanger the Easement Area or PG&E’s adjacent lands, PG&E’s utility facilities, the environment and human health and safety. Grantee shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon, produced, stored, used, discharged or disposed of on, or in the vicinity of the Easement Area or PG&E’s adjacent lands, except in compliance with all applicable Legal Requirements. Grantee shall be responsible for the cost of remediating any discharge or release of Hazardous Substances resulting from or arising in connection with Grantee’s use of the Easement Area, and shall immediately notify PG&E and the appropriate regulatory authorities where
required by law, of any such release. If PG&E determines that Grantee’s activities in any way endanger the Easement Area or PG&E’s adjacent lands, PG&E’s utility facilities, the environment, or human health and safety, PG&E may, in PG&E’s sole and absolute discretion, require that Grantee halt such activities until appropriate protective measures are taken to PG&E’s satisfaction. Grantee shall hold PG&E harmless from any claims resulting from any delay under this paragraph. PG&E’s right to halt activities under this paragraph shall not in any way affect or alter Grantee’s insurance or indemnity obligations under this Agreement, nor shall it relieve Grantee from any of its obligations hereunder that pertain to health, safety, or the protection of the environment;

(f) **Maintenance.** Grantee agrees to maintain its facilities and Improvements in good condition and repair, and be responsible for the security of, the facilities installed hereunder;

(g) **Repairing Damage.** Grantee agrees to repair any damage it may cause to PG&E’s facilities and improvements in or around said Easement Area or PG&E’s adjacent lands;

(h) **Coordination.** Grantee agrees to coordinate all activities regarding the easements granted herein to reasonably minimize any interference and inconvenience with the use by PG&E of the Easement Area and PG&E’s adjacent lands, and;

(i) **PG&E Right to Cure.** Grantee agrees that if Grantee fails to perform any act or other obligation on its part to be performed hereunder, and such failure is not remedied within fifteen (15) days following notice from PG&E (or in the case of an emergency, following such notice, if any, as may be reasonably practicable under the existing circumstances), PG&E may (but without obligation to do so, and without waiving or releasing Grantee from any of its obligations) perform any such act or satisfy such obligation, or otherwise remedy such emergency or such failure on the part of Grantee. All costs incurred by PG&E in responding to or remedying such failure by Grantee shall be payable by Grantee to PG&E on demand.

5. **Indemnification; Release.**

(a) Pursuant to Government Code Section 14662.6 and to the maximum extent permitted by law, Grantee shall 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 Grantee or Grantee’s Representatives, or the exercise by Grantee of its rights hereunder, or the performance of, or failure to perform, Grantee’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 or Grantee (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Easement Area or PG&E’s adjacent lands); (2) injury to property or other interest of PG&E, Grantee 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, to the extent of any Claim arising from the sole negligence or willful misconduct of such Indemnitee. Without limiting the generality of the foregoing, Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnities harmless from and against Claims arising out of or in connection with any work of improvement constructed or installed at or on, labor performed on, or materials delivered to, or incorporated in any improvements constructed on, the Easement Area by, or at the request or for the benefit of, Grantee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Grantee is obligated to indemnify or provide a defense hereunder, Grantee upon written notice from PG&E shall defend such action or proceeding at Grantee’s sole expense.

(b) Grantee acknowledges that all Claims arising out of or in any way connected with releases or discharges of any Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with Grantee’s use or occupancy of the Easement Area or PG&E’s adjacent lands, or any of the activities of Grantee and Grantee’s Representatives, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys’ fees and disbursements and any fines and penalties imposed for the violation of Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above.

(c) Grantee’s use of the Easement Area shall be at its sole risk and expense. Grantee accepts all risk relating to its occupancy and use of the Easement Area. PG&E shall not be liable to Grantee for, and Grantee hereby waives and releases 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, or the use or occupancy of the Easement Area.

(d) Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnities harmless against claims, losses, costs (including, but not limited to, attorneys’ fees and costs), liabilities and damages resulting from the failure of Grantee, or any of its contractors or subcontractors, to comply with the insurance requirements set forth in EXHIBIT “C”, attached hereto and made a part hereof. If Grantee fails to so indemnify, protect, defend or hold harmless any Indemnitee, then at PG&E’s option, this Agreement shall terminate, and the estate and interest herein granted to Grantee shall revert to and revest in PG&E, if such failure continues for five (5) days following the giving of written notice of termination to Grantee, unless within such time such failure is cured to the reasonable satisfaction of PG&E.

(e) The provisions of this Section 5 shall survive the termination of this Agreement.

6. Additional Facilities. Grantee shall not install any additional facilities or improvements in, on, under or over the Easement Area without the prior written consent of PG&E, which consent may be granted or withheld in PG&E’s sole and absolute discretion, and the prior consent, to the extent required by applicable law or regulation, of the CPUC. Grantee shall submit plans for installation of any proposed additional facilities within the Easement Area to PG&E for its written approval at the address specified in Section 12.
7. **Abandonment; Termination.** In the event Grantee abandons the facilities installed hereunder, this Agreement shall terminate and all of the easements and other rights of Grantee hereunder shall revert to PG&E. The non-use of such facilities for a continuous period of two (2) years, unless such nonuse is due to factors outside Grantee’s reasonable control, in which case such period is extended to four (4) years, shall be conclusive evidence of such abandonment. Upon any termination of this Agreement, Grantee shall remove, at no cost to PG&E, such of Grantee’s facilities and equipment installed pursuant to this Agreement as PG&E may specify. Upon any termination of this Agreement, Grantee shall execute, acknowledge and deliver to PG&E a quitclaim deed or such other documents or instruments, in a form reasonably acceptable to PG&E, as may be reasonably necessary to eliminate this Agreement as an encumbrance on the title to the Easement Area or any larger parcel of property containing the Easement Area.

8. **Reserved Rights.** PG&E reserves the right to use the Easement Area for any and all purposes which will not unreasonably interfere with Grantee’s facilities. Without limiting the generality of the foregoing:

   (a) PG&E reserves the right to make use of the Easement Area for such purposes as it may deem necessary or appropriate if, and whenever, in the interest of its service to its patrons or consumers or the public, it shall appear necessary or desirable to do so.

   (b) Grantee acknowledges that PG&E may have previously granted, and may in the future grant, certain rights in and across the Easement Area to others, and the use of the word “grant” in this Agreement shall not be construed as a warranty or covenant by PG&E that there are no such other rights.

   (c) Grantee shall not make use of the Easement Area in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Easement Area or PG&E’s adjacent lands, by PG&E or others entitled to use such property.

   (d) This grant is made subject to all applicable provisions of General Order No. 95 (Overhead Electric), General Order 112E (Gas) and General Order No. 128 (Underground Electric) of the CPUC, in like manner as though said provisions were set forth herein.

9. **Governmental Approvals.** This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and Grantee shall not commence construction or other activities hereunder, unless and until the CPUC approves this Agreement and the easements granted and other transactions contemplated hereby (including the adequacy of the compensation to be paid by Grantee), by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC). Grantee further acknowledges and agrees that PG&E makes no representation or warranty regarding the prospects for CPUC approval, and Grantee hereby waives all Claims against PG&E which may arise out of the need for such CPUC approval or the failure of the CPUC to grant such approval. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC Resolution E-4669 (Advice Letter 4431-E), in like manner as though said provisions were set forth in full herein.
10. **Compliance; Insurance.** PG&E shall have a right to access and inspect the Easement Area at any time to confirm Grantee’s compliance with Legal Requirements and the provisions of this Agreement. Prior to the Effective Date of this Agreement, Grantee shall procure, and thereafter Grantee shall carry and maintain in effect at all times during the term of the Agreement, with respect to the Easement Area and the use, occupancy and activities of Grantee and Grantee’s Representatives on or about the Easement Area, the insurance specified in EXHIBIT “C”, attached hereto and made a part hereof by this reference, provided that PG&E reserves the right to review and modify from time to time the coverages and limits of coverage required hereunder, as well as the deductibles and/or self-insurance retentions in effect from time to time (but PG&E agrees that it will not increase required coverage limits more often than once in any five-year period). All insurance required under this Agreement shall be effected under valid, enforceable policies issued by insurers of recognized responsibility, as reasonably determined by PG&E, and shall be written on forms and with insurance carriers acceptable to PG&E. For so long as Grantee is an agency or instrumentality of the United States of America, the State of California or any political subdivision thereof, then Grantee may elect to self-insure for any or all of the required coverage. If Grantee is permitted to self-insure hereunder and elects to do so, Grantee shall be liable to PG&E for the full equivalent of insurance coverage which would have been available to PG&E if all required insurance policies had been obtained by Grantee from a third party insurer, in the form required by this Agreement, and shall pay on behalf of or indemnify PG&E for all amounts which would have been payable by the third party insurer. In addition, Grantee shall act with the same promptness and subject to the same standards of good faith as would apply to a third party insurance company. Grantee is also responsible for causing its agents, contractors and subcontractors to comply with the insurance requirements of this Agreement at all relevant times (provided, however, that Grantee, in the exercise of its reasonable judgment, may permit contractors and subcontractors to maintain coverages and limits lower than those required of Grantee, provided the coverages and limits required by Grantee are commercially reasonable in light of applicable circumstances). Any policy of liability insurance required to be maintained hereunder by Grantee may be maintained under a so-called “blanket policy” insuring other locations and/or other persons, so long as PG&E is specifically named as an additional insured under such policy and the coverages and amounts of insurance required to be provided hereunder are not thereby impaired or diminished. In addition, liability insurance coverages may be provided under single policies for the full limits, or by a combination of underlying policies with the balance provided by excess or umbrella liability insurance policies.

11. **Mechanics’ Liens.** Grantee shall keep the Easement Area or any larger parcel of property containing the Easement Area free and clear of all mechanics’, material suppliers’ or similar liens, or claims thereof, arising or alleged to arise in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by Grantee or at its request or for its benefit. If any mechanics’ liens are placed on the Easement Area or any larger parcel of property containing the Easement Area in connection with the activities or facilities set forth in this Agreement, Grantee shall promptly cause such liens to be released and removed from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 3143 or any successor statute.

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

If to PG&E:

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

With a copy to:

Pacific Gas and Electric Company
Law Department
P.O. Box 7442
San Francisco, CA 94120
Attention: Director & Counsel, Contracts Section (Real Estate)

If to Grantee:

Mark L. Weaver
Deputy District Director
Right of Way and Land Surveys
P.O. Box 23440
Oakland, CA 94623-0440

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

14. **Entire Agreement.** This Agreement 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 both parties.

15. **Binding Effect.** This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns (subject to the provisions of Section 16). No assignment or delegation by Grantee, whether by operation of law or otherwise, shall relieve Grantee of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of PG&E hereunder shall run with the land.
16. **Assignment.** Grantee shall not assign, convey, encumber (other than as may be specifically permitted by the terms of this Agreement), or otherwise transfer the easements and other rights herein conveyed, or any portion thereof or interest herein, without the prior written consent of PG&E. Such consent may be given or withheld by PG&E for any reason or for no reason, provided, however, that notwithstanding the foregoing, PG&E agrees that its consent will not be unreasonably withheld, delayed or conditioned in the case of a proposed transfer or dedication to a governmental agency. Grantee acknowledges and agrees that in any instance where PG&E is required not to unreasonably withhold its consent, it shall be reasonable for PG&E to withhold its consent if any regulatory agency having or asserting jurisdiction over PG&E or the Easement Area, or having or claiming a right to review and/or approve the proposed transfer, fails to grant approval thereof (or imposes conditions on such approval which are not acceptable to PG&E, in its reasonable discretion). Grantee further acknowledges and agrees that in any instance where PG&E is required not to unreasonably delay giving or withholding its consent, it shall be reasonable for PG&E to make application for approval to any regulatory agency having or asserting jurisdiction, and to defer the giving or withholding of consent, without liability hereunder for delay, during the pendency and for a reasonable time following the conclusion of any such regulatory proceedings.

17. **Attorneys’ Fees.** Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, then the party which prevails in such action shall be entitled to its reasonable attorneys’ fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. Attorneys’ fees shall include, without limitation, fees incurred in discovery, contempt proceedings and bankruptcy litigation, and in any appellate proceeding. The non-prevailing party shall also pay the attorney’s fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. The covenant in the preceding sentence shall survive the merger of this provision into any judgment on this Agreement. For purposes hereof, the reasonable fees of PG&E’s in-house attorneys who perform services in connection with any such action shall be recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by PG&E’s Law Department.

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

19. **No Offsets.** Grantee acknowledges that PG&E is executing this Agreement in its capacity as the owner of the Easement Area, and not in its capacity as a public utility company or provider of electricity and natural gas. Notwithstanding anything to the contrary contained herein, no act or omission of Pacific Gas and Electric Company or its employees, agents or contractors as
a provider of electricity and natural gas shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of PG&E and Grantee under this Agreement. Further, Grantee covenants not to raise as a defense to its obligations under this Agreement, or assert as a counterclaim or cross-claim in any litigation or arbitration between PG&E and Grantee relating to this Agreement, any claim, loss, damage, cause of action, liability, cost or expense (including, but not limited to, attorneys’ fees) arising from or in connection with Pacific Gas and Electric Company’s provision of (or failure to provide) electricity and natural gas.

20. **No Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of land or rights to the general public. The right of the public or any person, including Grantee, to make any use whatsoever of the Easement Area or any portion thereof, other than as expressly permitted herein or as expressly allowed by a recorded map, agreement, deed or dedication, is by permission and is subject to the control of PG&E in its sole discretion.

21. **No Third Party Beneficiary.** This Agreement is solely for the benefit of the parties hereto and their respective successors and permitted assigns, and, except as expressly provided herein, does not confer any rights or remedies on any other person or entity.

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

23. **Time.** Except as otherwise expressly provided herein, the parties agree that as to any obligation or action to be performed hereunder, time is of the essence.

24. **Severability.** If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this Agreement can be determined and effectuated.

25. **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.

26. **Other Documents.** Each party agrees to sign any additional documents or permit applications which may be reasonably required to effectuate the purpose of this Agreement. Provided, however, that PG&E will not be required to take any action or execute any document that would result in any cost, expense or liability to PG&E.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

By: ________________________________

Robert L. Jones
Manager
Land Rights and Encroachment Management

STATE OF CALIFORNIA,
DEPARTMENT OF TRANSPORTATION

By: ________________________________

Mark L. Weaver
Deputy District Director
Right of Way and Land Surveys

Exhibits A, B and C attached
Area 1 Central Coast Division
San Jose Land Services Office
Electric Transmission, Electric Distribution
USGS location (MERIDIAN and)
RANCHO Los Pulgas
FERC License Number(s):
PG&E Drawing Number(s):
PLAT NO.
LD of any affected documents: 2306-04-0617
LD of any Cross-referenced documents: 2306-04-0618
TYPE OF INTEREST:
SBE Parcel Number: 135-041-47
Order # or PM #: (Operations)
JCN:
County: San Mateo
Utility Notice Numbers:
851 Approval Application No. Decision
Prepared By:
Checked By:
Revision Number:
EXHIBIT "A"

A portion of that parcel of land as described in that Director's Deed recorded September 17, 1970 in Volume 5833, at Page 263, Official Records of the County of San Mateo, State of California, more particularly described as follows:

BEGINNING at the Southwesterly terminus of that course being described as "S. 34°36'06" W., 253.52 feet" in said Director's Deed; thence along said course, North 34°35'58" East, 75.43 feet; thence South 47°01'19" West, 106.74 feet to that course being described as "S. 73°09'45" W., 126.10 feet" in said Director's Deed; thence along last said course, North 73°09'37" East, 36.84 feet to the POINT OF BEGINNING.

CONTAINING 866 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 3, Epoch 1991.35. Multiply the above distances by 1.0000653 to obtain ground-level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: [signature]

Date: 4/14/2015
EXHIBIT “C”

INSURANCE REQUIREMENTS

Grantee shall procure, carry and maintain in effect throughout the term of this Agreement the following insurance coverage. Grantee is also responsible for its subcontractors maintaining sufficient limits of the appropriate insurance coverages.

A. Workers’ Compensation and Employers’ Liability
   1. Workers’ Compensation insurance indicating compliance with any and all applicable labor codes, acts, laws or statutes, state or federal.
   2. Employer’s Liability insurance shall not be less than One Million Dollars ($1,000,000) for injury or death, each accident.

B. Commercial General Liability
   1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability insurance “occurrence” form with no additional coverage alterations.
   2. The limits shall not be less than Five Million Dollars ($5,000,000) per occurrence for bodily injury, property damage and products and completed operations. Defense costs are to be provided outside the policy limits.
   3. Coverage shall include: a) an “Additional Insured” endorsement (ISO Additional Insured form CG 2010 or equivalent coverage) adding as additional insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E’s directors, officers, agents and employees with respect to liability arising out of work performed by or for Grantee. If the policy includes “blanket endorsement by contract,” the following language added to the certificate of insurance will satisfy PG&E’s requirement: “by blanket endorsement, PG&E, its affiliates, subsidiaries, and parent company, and PG&E’s directors, officers, agents and employees with respect to liability arising out of the work performed by or for the Grantee are included as additional insured”; and b) an endorsement or policy provision specifying that the Grantee’s insurance is primary and that any insurance or self-insurance maintained by PG&E shall be excess and non-contributing.

C. Business Auto
   1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 “any auto.”
   2. The limit shall not be less than One Million Dollars ($1,000,000) each accident for bodily injury and property damage.

1. Upon the Effective Date of the Easement Agreement Grantee shall furnish PG&E with two (2) sets of certificates of insurance including required endorsements.

2. Documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to PG&E.

3. The documents must be signed by a person authorized by that insurer to bind coverage on its behalf and submitted to:

   Pacific Gas and Electric Company  
   Insurance Department - N4S  
   Post Office Box 770000  
   San Francisco, California 94177

   Pacific Gas and Electric Company  
   111 Almaden Boulevard, Room 814  
   San Jose, CA 95113  
   Attention: Land Agent

4. Upon request, Grantee shall furnish PG&E evidence of insurance for its agents or contractors.

5. PG&E may inspect the original policies or require complete certified copies at any time.
Attachment 4:
Easement Cost Estimate and Offer of Compensation
To: ALLISON G. PAICH, District Office Chief
    R/W Acquisition, Project Management &
    R/W Data and Information Systems

Attention: Jaspreet Singh

Date: April 15, 2015

File No.: 04-SM-84, P.M. 21.6
    E. A. 4G6402
    Project No. 0412000622
    AR #1, Book No. 2823
    Parcels 62935

From: DEPARTMENT OF TRANSPORTATION - Dist. 4
    R/W Appraisal Services

Subject: MEMORANDUM OF ADJUSTMENT

The purpose of this Memorandum of Adjustment is to correct the valuation of the above parcel to reflect the changes in the project requirements from the subject parcel. The fee requirement for the retaining wall is canceled and incorporated in the Maintenance and Access Easement (MAE). The MAE requirement is increased to 866 sf and will include the retaining wall. The easement is now referred to as Retaining Wall, Maintenance and Access Easement, or RW&MAE. The degree of encumbrance is also perceived to increase. Therefore as a percentage of fee value, the compensation for the RW&MAE is increased to 75%. The Temporary Construction Easement (TCE) requirement of 9,345 sf is unchanged.

The project description from the original appraisal has not changed since the approval date of October 3, 2014.

VALUATION ANALYSIS:

A review of the market for open space land sales in San Mateo and Santa Clara have not changed. It is this appraiser’s opinion that the acre value of $3,000 can be economically supported and justified. For the subject, the square foot value is $8,000/43,560 sf = $0.18. The compensation to the grantor is itemized as follows:
<table>
<thead>
<tr>
<th>Parcel No.</th>
<th>Requirements</th>
<th>Value</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcel 62935-1: 866 sf RW&amp;MAE</td>
<td>866 sf x $0.18/sf x 75%</td>
<td>$116.91</td>
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<tr>
<td>Parcel 62935-2: 9,345 TCE</td>
<td>9,345 sf x $0.18/sf x 10% x 1 year</td>
<td>$168.21</td>
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<tr>
<td><strong>TOTAL LAND</strong></td>
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<td><strong>$285.12</strong></td>
<td></td>
</tr>
<tr>
<td>Improvements:</td>
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<td></td>
<td><strong>$0.00</strong></td>
</tr>
<tr>
<td><strong>TOTAL IMPROVEMENTS</strong></td>
<td></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
</tr>
<tr>
<td>DAMAGES</td>
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<td>$0.00</td>
</tr>
<tr>
<td>COST TO CURE</td>
<td>$0.00</td>
<td>$0.00</td>
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<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$285.12</strong></td>
<td><strong>RT $500.00</strong></td>
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<td>(Nominal)</td>
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**RECOMMENDED FOR APPROVAL:**

CYNTHIA DE LEON  
Associate Right of Way Agent

SEAN MOLLOY  
District Branch Chief  
R/W Appraisals

**APPROVED BY:**

MARK SHINDLER  
District Office Chief  
R/W Appraisals/Estimating, Excess Land Sales  
and Property Management Services

APR 17 2015  
Date
<table>
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<th>Report No.</th>
<th>Date</th>
<th>Dist</th>
<th>Co</th>
<th>Rte</th>
<th>P.M.</th>
<th>Exp Auth</th>
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<tr>
<td>1</td>
<td>APR 15 2015</td>
<td>04</td>
<td>84</td>
<td>21.6</td>
<td></td>
<td>4G6402</td>
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Owner: Pacific Gas & Electric  
Property Address: Woodside Road  
Locale: Woodside

Zone: OSH  
Present Use: OSH  
Institutional: Power substation  
Best Use: OSH

Possible Hazardous Waste (Include underground tanks):  
☑ Yes  ☐ No

Date Acquired: >5 yrs  
DTT: $  
Consideration: $

Total Prop. Area: 40.14 ac.  
☐ Full  ☑ Part  
(Include Access Rts.)  
☐ Yes  ☐ No

Market Value of Required Property: $285.12  
RT 500.00 (Nominal)

Land:
Parcel 62935-1: 866 sf RW&MAE x $0.18/sf x 75% = $116.91
Parcel 62935-2: 9,345 sf TCE x $0.18/sf x 10% x 1yr = $168.21

Improvements:
None  
$ 0.00

Damages:
None  
$ 0.00

Construction Contract Work:
None  
$ 0.00

Inspected Dates: 09/15/2014  
By: C. de Leon
Attachment 5:
Notice of Exemption
CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

<table>
<thead>
<tr>
<th>Dist/Co-Re (or Local Agency)</th>
<th>P.M./P.M.</th>
<th>EA/Project No.</th>
<th>Federal-Aid Project No. (Local Project/Project No.)</th>
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<td>21.6</td>
<td>04-4G640/04-</td>
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**PROJECT DESCRIPTION:**
Caltrans proposes a slide repair project in San Mateo County, in the City of Woodside (PM 21.6-SR84), along Route 84 to the northbound Interstate 280 onramp. The purpose of the project is to repair a sliding slope that has resulted in subsidence, as well as a longitudinal and localized pavement cracking within the traveled way. The existing condition is a single lane freeway entrance ramp with a 4-foot shoulder, guard railing, and slide slopes of 1.5:1 that have varying amounts of ground cover. This project will construct a 625 feet long wall to the north of the onramp, and the existing asphalt concrete surface and AC dike will be repaired. Approximately 80 feet from the edge of shoulder will be cleared to allow pile installation and wall construction. Following the construction of the wall the cleared slopes will be graded to allow the drainage of surface water and erosion control measures will be implemented.

**CEQA COMPLIANCE**
(For State Projects Only)
Based on an examination of this proposal and supporting information, the following statements are true and exceptions do not apply (See 14 CCR 15300 et seq.):
- This project falls within exempt class 3, 4, 5, 6 and/or 11, and it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law.
- There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time.
- There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.
- This project does not damage a scenic resource within an officially designated state scenic highway.
- This project is not located on a site included on any list compiled pursuant to Govt. Code § 65982.5 ("Cortese List").
- This project does not cause a substantial adverse change in the significance of a historical resource.

**CALTRANS CEQA DETERMINATION**
(Click one)
- Exempt by Statute. (PRC 21080[b]; 14 CCR 15260 et seq.)
- Categorically Exempt. Class 1 (PRC 21084; 14 CCR 15300 et seq.)
- Categorically Exempt. General Rule exemption. (This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (CCR 15061[b][3]))

**NEPA COMPLIANCE**
In accordance with 23 CFR 771.117, and based on an examination of this proposal and supporting information, the State has determined that this project:
- does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and
- has considered unusual circumstances pursuant to 23 CFR 771.117(b).

**CALTRANS NEPA DETERMINATION**
(Click one)
- 23 USC 326: The State has determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). As such, the project is categorically excluded from the requirements to prepare an environmental assessment or environmental impact statement under the National Environmental Policy Act. The State has been assigned, and hereby certifies that it has carried out the responsibility to make this determination pursuant to Chapter 3 of Title 23. United States Code, Section 326 and a Memorandum of Understanding dated June 07, 2013, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:
  - 23 CFR 771.117(e): activity (c)(__)
  - 23 CFR 771.117(d): activity (d)(__)
  - Activity __d, listed in Appendix A of the MOU between FHWA and the State
- 23 USC 327: Based on an examination of this proposal and supporting information, the State has determined that the project is a CE under 23 USC 327.

**Date of Categorical Exclusion Checklist completion:**

<table>
<thead>
<tr>
<th>Date of ECR or equivalent</th>
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<tbody>
<tr>
<td>Date</td>
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</tbody>
</table>

**BRIEFLY LIST ENVIRONMENTAL COMMITMENTS ON A SEPARATE SHEET.**
Continued from page 1:

It is preferable that tree removal occur outside of the nesting season (February 15 – September 1). If tree removal is not conducted during this time, a qualified Biologist must survey any trees and shrubs to be removed for active bird nests prior to the work.

California Native Plant Society listed plants have the potential to occur within the project area. To minimize potential impacts to any California Native Plant Society listed plants, botanical surveys will be conducted the blooming season before construction is scheduled to begin. In the case that a California Native Plant Society listed plant is found in the project area, 4 inches of topsoil from the area where the plant is found will be collected and stored until construction is complete. At that time, the topsoil will be restored to the temporarily disturbed area.
<table>
<thead>
<tr>
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<th>Office of Ratepayer Advocates</th>
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<tr>
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<td>Barkovich &amp; Yap, Inc.</td>
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