

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE

SAN FRANCISCO, CA 94102-3298



December 7, 2012

**Advice Letter 4113-E**

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

**Subject: Ardor Drive Encroachment Agreement Request for Approval  
Under Section 851**

Dear Mr. Cherry:

Advice Letter 4113-E is effective as of December 3, 2012.

Sincerely,

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

Edward F. Randolph, Director  
Energy Division

**Brian K. Cherry**  
Vice President  
Regulatory Relations

*Mailing Address*  
Mail Code B10C  
Pacific Gas and Electric Company  
P.O. Box 770000  
San Francisco, CA 94177

Fax: 415.973.7226

September 28, 2012

**Advice 4113-E**  
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Ardor Drive Encroachment Agreement – 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 (Section 851) for PG&E to enter into an encroachment agreement (the Agreement) with Ms. Lynn Susan Philpot (the Owner). The Agreement regards the encroachment of a certain PG&E overhead electric transmission line easement (the Easement Agreement) located on portions of the Owner's property located at 14 Ardor Drive in the City of Orinda, California. A copy of the Agreement is provided as **Attachment 1**.

**Background**

PG&E is the owner of a certain easement agreement (see **Attachment 2**) and right-of-way for electric transmission facilities that traverse portions of the Owner's property. The Easement Agreement provides that no building or like structure shall be erected or constructed within the Easement Area (see **Attachment 2**).

The Owner has lived at the premises for 43 years and was unaware that structures on her property encroached on the Easement Area. The Owner became aware that structures on her property encroached on the Easement Area when she began the processes of selling her home. In August 2012, the Owner approached PG&E about entering into an encroachment agreement for the structures on her property that lie within the Easement Area. PG&E has determined that the existing structures do not interfere with the present full use of the Easement Area by PG&E, and PG&E is therefore willing to agree to allow the encroachment of the Easement Area on the terms and subject to the conditions set forth in the Encroachment Agreement (see **Attachment 1**).

In accordance with Resolution ALJ-244, Appendix A, Section IV, PG&E provides the following information related to the proposed transaction<sup>1</sup>:

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

Pacific Gas and Electric Company	Property Owner
Ann H. Kim	Lynn S Philpot
Law Department	14 Ardor Dr.
P.O. Box 7442	Orinda, CA 94563
San Francisco, CA 94120	Telephone: (925) 876-4901
Telephone: (415) 973-7467	E-mail: philpot@comcast.net
Facsimile: (415) 973-5520	
Email: <a href="mailto:AHK4@pge.com">AHK4@pge.com</a>	

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

The property is currently occupied by the Owner's home. Structures within the Easement Area include portions of the Owner's home and a wooden deck. Illustrations of the areas subject to the Agreement are provided as Exhibits B, C and D of **Attachment 1**. The property's Assessor's Parcel Number is 270-280-021-600.

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

The Owner has no plans to construct any additional structures in the Easement Area.

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

Not applicable. PG&E will receive no compensation for allowing the Owner to encroach on the Easement Area.

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

Not applicable. PG&E will receive no compensation for this transaction.

---

<sup>1</sup> The Section 851 Pilot Program as most recently revised by Resolution ALJ- 244 was adopted as a general order by Resolution ALJ-268. At the time this advice letter was submitted to the Commission the new general order had not been assigned a number. PG&E submits this advice letter in compliance with the criteria of the new general order provided in Appendix A of Resolution ALJ-268 which mirrors the criteria of Resolution ALJ-244 Appendix A IV.

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

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

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

Not applicable.

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

Not applicable.

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

Not applicable.

**(10) A Complete Description of any Recent Past (Within the Prior Two Years) or Anticipated Future Transactions that May Appear To Be Related to the Present Transaction<sup>2</sup>:**

There are no recent past or anticipated future transactions related to the present transaction.

**(11) Sufficient Information and Documentation (Including Environmental Review Information) to Indicate that All Criteria Set Forth in Section II of Resolution ALJ-244 Are Satisfied:**

PG&E has provided information within this Advice Letter to meet the eligibility criteria under the Section 851 Advice Letter Pilot Program in that:

- The activity proposed in the transaction will not require environmental review by the CPUC as a Lead Agency;

---

<sup>2</sup> During adoption of the Advice Letter pilot program in ALJ-186 (later followed by ALJ-202 and ALJ-244), this category of information was included to enable the CPUC to ensure that utilities were not seeking to circumvent the \$5 million Advice Letter threshold by dividing what is a single asset with a value of more than \$5 million into component parts each valued at less than \$5 million, which is clearly not the case here. (See CPUC Resolution ALJ-186, issued August 25, 2005, mimeo, p.5.)

- 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 Ratebase of PG&E; and
- The transaction does not warrant a more comprehensive review that would be provided through a formal Section 851 application.

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

No additional information about the transaction is available other than what has already been provided in this advice letter.

**(13) Environmental Information**

Pursuant to ALJ-244, the Advice Letter program applies to proposed transactions that will not require environmental review by the CPUC as a lead agency under 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.

a. Exemption

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

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

Not Applicable

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

Not Applicable

b. Not a "Project" Under CEQA

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

Approval of the Agreement is not a project for the purposes of CEQA review as no physical change to the property will result from the approval of the Agreement.

**Protests**

Anyone wishing to protest this filing may do so by letter sent via U.S. mail by facsimile or electronically, any of which must be received no later than **October 18, 2012**, which is 20 days after the date of this filing. Protests should be mailed to:

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

Facsimile: (415) 703-2200  
E-mail: 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 also should be sent via U.S. mail (and by facsimile and electronically, if possible) to PG&E at the address shown below on the same date it is mailed or delivered to the Commission:

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

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

**Effective Date**

Pursuant to the review process outlined in Resolution ALJ-244, PG&E requests that this advice filing be made effective by a disposition letter from the Energy Division Director, if uncontested. **PG&E respectfully requests an effective date of October 29, 2012 which is 31 days from the date of filing. PG&E submits this filing as a Tier 2.**

**Notice**

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

A handwritten signature in black ink that reads "Brian Cherry / IG". The signature is written in a cursive style.

Vice President – Regulatory Relations

**Attachments**

Attachment 1 – Encroachment Agreement  
Attachment 2 – Original Easement Agreement

\*\*\*\*\* SERVICE LIST ADVICE 4113-E \*\*\*\*\*  
APPENDIX A

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

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

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

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

Edward Randolph  
Energy Division  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 703-2083  
efr@cpuc.ca.gov

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

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

\*\*\*\*\* AGENCIES \*\*\*\*\*

Aruna Bhat  
Contra Costa County Community Development  
Department  
30 Muir Road  
Martinez, CA 94533  
(855) 323-2626  
aruna.bhat@dcd.cccounty.us

\*\*\*\*\* 3<sup>rd</sup> Party \*\*\*\*\*

Lynn S Philpot  
14 Ardor Dr.  
Orinda, CA 94563  
(925) 876-4901  
Philpot@comcast.net



# CALIFORNIA PUBLIC UTILITIES COMMISSION

## ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

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

Utility type:

ELC       GAS  
 PLC       HEAT       WATER

Contact Person: Igor Grinberg

Phone #: (415) 973-8580

E-mail: [ixg8@pge.com](mailto:ixg8@pge.com)

### EXPLANATION OF UTILITY TYPE

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

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **4113-E**

Tier: 2

Subject of AL: **Ardor Drive Encroachment Agreement - Request for Approval Under Section 851**

Keywords (choose from CPUC listing): **Agreements, Transmission Lines**

AL filing type:  Monthly  Quarterly  Annual  One-Time  Other \_\_\_\_\_

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

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

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: No

Confidential information will be made available to those who have executed a nondisclosure agreement: N/A

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

Resolution Required?  Yes  No

Requested effective date: **October 31, 2012**

No. of tariff sheets: N/A

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

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

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

Tariff schedules affected:

Service affected and changes proposed:

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

CPUC, Energy Division  
Tariff Files, Room 4005  
DMS Branch  
505 Van Ness Ave., San Francisco, CA 94102  
[EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

Pacific Gas and Electric Company  
Attn: Brian K. Cherry, Vice President, Regulatory Relations  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, CA 94177  
E-mail: [PGETariffs@pge.com](mailto:PGETariffs@pge.com)

Advice 4113-E  
September 28, 2012

# Attachment 1 Encroachment Agreement

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY  
Land Services Office  
1850 Gateway Blvd, 7<sup>th</sup> Floor  
Concord, CA 94520

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

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

\_\_\_\_\_  
Signature of declarant or agent determining tax

(APN 270-280-021-6)

**ENCROACHMENT AGREEMENT**

This Encroachment Agreement (this "**Agreement**") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2012 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and Lynn Susan Philpot, Trustee of the Lynn Susan Philpot Revocable Trust dated November 13, 2000, hereinafter called "**Owners.**"

RECITALS

A. Owners are the fee title owners of certain real property within the County of Contra Costa, State of California, Assessor's Parcel Number 270-280-021-6, described as follows:

The parcel of land described in the deed from Lynn Susan Philpot, a married woman as her sole and separate property to Lynn Susan Philpot, Trustee of the Lynn Susan Philpot Revocable Trust dated November 13, 2000 and recorded as Document No. 2008-0071226, Contra Costa County Records.

B. PG&E is the owner of a certain easement and right-of-way (the "**Easement**") for electric transmission facilities and for all other purposes connected therewith, as set forth in the Grant of Easement dated May 25, 1951 and recorded in Book 1780 of Official Records at page 135, Contra Costa County Records which provides in part that "no building or like structure shall be erected or constructed on the premises." The portion of the Property encumbered by the Easement is hereinafter referred to as the "**Easement Area.**"

C. A portion of the Owners' house is constructed ("**existing structures**") on the Easement Area, which violates the prohibition against buildings or other structures contained in the Easement. The Easement Area and the portion of the Easement Area subject to such encroachment (the "**Encroachment Area**") are legally described in **Exhibits "B," "C" and "D"** attached hereto and made a part hereof, and are shown on the maps attached as **Exhibits "A," "B," "C" and "D"**.

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

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

1. Consent to Encroachment. Notwithstanding the prohibition in the Easement, PG&E hereby consents to the encroachment of the existing structures onto the Easement Area by approximately 3.4 feet, in the manner and location as more specifically set forth in **Exhibits "A," "B," "C" and "D"** subject to the terms and conditions set forth herein. In addition, Owners shall have the right of ingress and egress over the Easement Area to obtain access to the Encroachment Area and the existing structures when necessary to fulfill Owners' obligations under this Agreement, in such areas as PG&E determines, in its sole and absolute discretion, will occasion the least practicable damage and inconvenience to PG&E, its facilities and operations.

2. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and Owners shall not commence any activity hereunder, unless and until the California Public Utilities Commission (the "CPUC") approves this Agreement by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC), and the terms and conditions of such CPUC approval are satisfactory to PG&E in its sole and absolute discretion. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC Decision \_\_\_\_\_ (Application No. \_\_\_\_\_), in like manner as though said provisions were set forth in full herein.

3. Termination; Restoration. PG&E may terminate Owners' rights under this Agreement, at any time, upon ninety (90) days written notice to the Owners, if PG&E, in its sole and absolute discretion, should determine that Owners' use of the Easement Area is inconsistent with PG&E's operational needs in the future, or in any way interferes with, impairs or otherwise impedes PG&E's full use of facilities installed or that may be installed by PG&E in the vicinity of the Easement Area. Upon such termination, Owners, at Owners' sole cost and expense, shall remove all structures that encroach upon the Easement Area and shall repair and restore the Easement Area as nearly as possible to the condition that existed prior to the construction of said structures. Owners shall pay the entire cost of such removal and restoration, and PG&E shall have no liability for any costs caused by or related to any such termination. If Owners fail to remove all structures that encroach onto the Easement Area or fail to repair or restore the Property within said ninety (90) day period, PG&E may

perform such removal, repair or restoration as necessary and recover such costs and expenses therefore from Owners. Owners agree to allow access to PG&E onto the Property for such purpose, and Owners shall pay all such costs and expenses within ten (10) days of receipt of an invoice therefore. Owners further acknowledge that PG&E's termination right shall not be affected by any Improvements that Owners have made to the Easement Area, regardless of the nature or extent of those Improvements. Owners understand and agree that notwithstanding that Owners may have made a substantial investment in such improvements, Owners shall not be entitled to any compensation whatsoever for the termination of Owners' rights under this Agreement by PG&E. (Owners to initial here LSP, \_\_\_\_\_).

4. Indemnification; Release.

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

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

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

6. Alterations. Except for the existing structures authorized to remain pursuant to this Agreement, Owners shall not construct any additional buildings or structures on the Easement Area, nor shall Owners make any alteration, addition or improvement to the Easement Area that would increase the Encroachment Area, either horizontally or vertically. Owner shall not drill, bore or excavate on the Easement Area except in connection with construction of the Improvements pursuant to plans and specifications approved by PG&E, or a removal of the existing structures as required by this Agreement.

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

8. Condition of Easement Area. Owners accept the Encroachment Area and 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. Owners understand that numerous hazards, environmental or otherwise, may be located in, on, or underlying the Easement Area, and that hazardous materials may be used in connection with PG&E facilities that may be operated in the Easement Area, and agrees that entry onto the Easement Area is at Owners' sole risk and expense

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

10. Reserved Rights. PG&E reserves the right to use 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. Furthermore, PG&E reserves the right to restrict access to the Easement Area if emergency repairs or maintenance are required to PG&E facilities in the vicinity of the Easement Area.

11. Insurance. Prior to the Effective Date of this Agreement, Owners shall procure, and thereafter Owners shall carry and maintain in effect at all times the following insurance: Worker's Compensation in compliance with applicable labor codes, acts, laws or statutes, state or federal, where Owners perform work and Employer's Liability insurance with limits not be less than

\$1,000,000 for injury or death, each accident; Commercial General Liability for bodily injury and property damage with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate; Business Auto, code 1 "any auto" combined single limit no less than \$1,000,000 each accident. Owners are also responsible for causing its agents, contractors and subcontractors to comply with the insurance requirements of this Agreement at all relevant times.

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, if sent by personal delivery upon actual receipt by the party being sent the notice, or on the expiration of three (3) business days after the date of mailing, or on the following business day if sent by overnight courier

If to PG&E:

Pacific Gas and Electric Company  
Attention: Rebecca Marshall  
1850 Gateway Blvd, 7<sup>th</sup> Floor  
Concord, CA 94520

With a copy to:

Pacific Gas and Electric Company  
P.O. Box 7442, Mail Code B3OA  
San Francisco, California 94120  
Attention: Grant Guerra

If to Owners:

Jim and Lynn Philpot  
14 Ardor Dr  
Orinda, CA 94563

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

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 17 below). No assignment or delegation by Owners, whether by operation of law or otherwise, shall relieve Owners of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of Owners hereunder shall run with the land.

16. Assignment. This Agreement and the rights of Owners hereunder are appurtenant to the Property presently owned by Owners and may not be separately assigned, transferred, conveyed or encumbered. Any purported assignment, transfer, conveyance or encumbrance violating the foregoing condition shall be void and of no effect.

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.

18. Survival of Obligations. Owners' obligations under Sections 3 and 4 of this Agreement, and all representations, warranties, indemnities or other provisions which by their nature survive termination shall survive the exercise of PG&E's termination rights pursuant to Section 3 of this Agreement.

19. 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.

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

21. 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.

22. Recording. Owners hereby consent and agree to the recording by PG&E of this Agreement against the Property. Owners agree to sign any additional documents reasonably required to complete such recording.

23. Ratification of Deed. Except as modified by this Agreement in regard to the Property, all of the terms, conditions and provisions of the Deed shall remain in full force and effect and are hereby ratified and confirmed. To the extent the terms of the Deed are inconsistent with this Agreement, the terms of this Agreement shall control.



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

"PG&E"

"Owners"

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

By: \_\_\_\_\_  
Ettore Minor

  
Lynn Susan Philpot, Trustee 9/11/2012

Its: Manager  
Land Management

State of California  
County of Contra Costa )

On Sept. 11, 2012, before me, Rebecca Marshall, Notary Public,  
Here insert name and title of the officer  
personally appeared Lynn Susan Philpot

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

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

WITNESS my hand and official seal.

Rebecca Marshall  
Signature of Notary Public

(Seal)

**CAPACITY CLAIMED BY SIGNER**

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other \_\_\_\_\_



State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Here insert name and title of the officer

personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Seal)

**CAPACITY CLAIMED BY SIGNER**

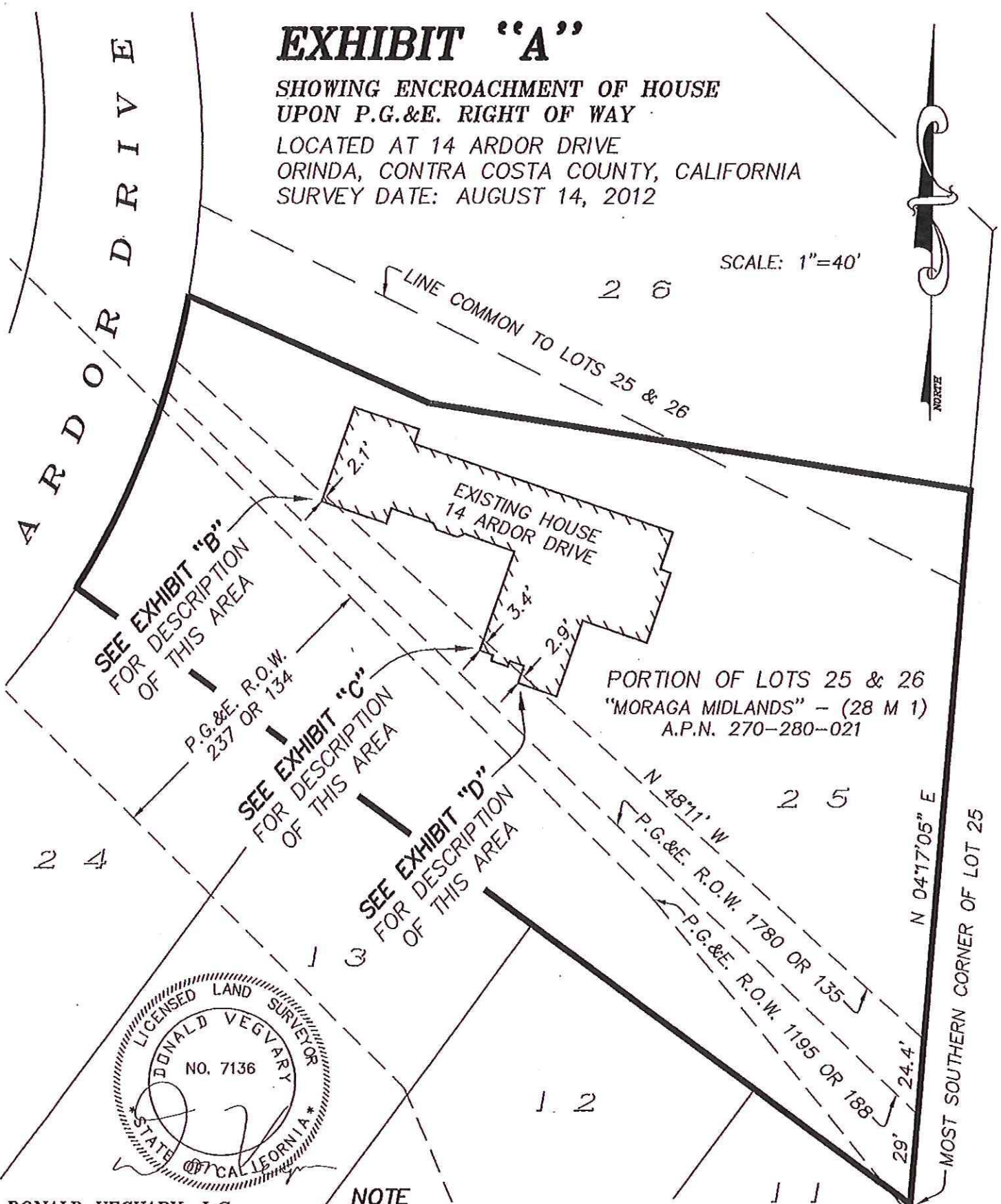
- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other \_\_\_\_\_

# EXHIBIT "A"

SHOWING ENCROACHMENT OF HOUSE  
UPON P.G.&E. RIGHT OF WAY

LOCATED AT 14 ARDOR DRIVE  
ORINDA, CONTRA COSTA COUNTY, CALIFORNIA  
SURVEY DATE: AUGUST 14, 2012

SCALE: 1"=40'



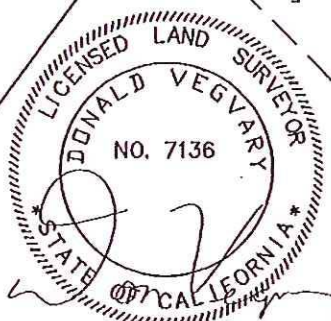
SEE EXHIBIT "B"  
FOR DESCRIPTION  
OF THIS AREA

P.G.&E. R.O.W.  
237 OR 134

SEE EXHIBIT "C"  
FOR DESCRIPTION  
OF THIS AREA

SEE EXHIBIT "D"  
FOR DESCRIPTION  
OF THIS AREA

PORTION OF LOTS 25 & 26  
"MORAGA MIDLANDS" - (28 M 1)  
A.P.N. 270-280-021



### NOTE

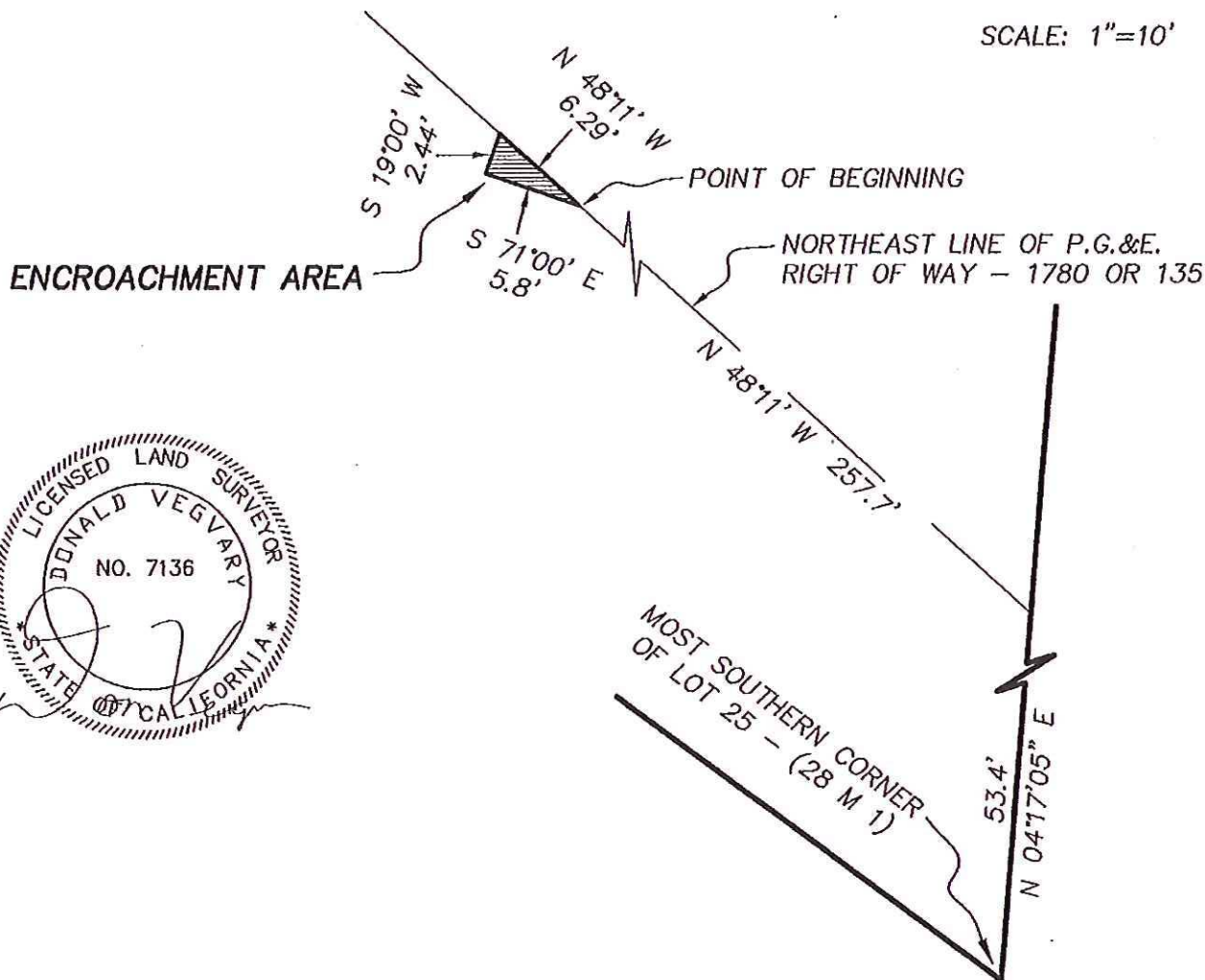
DIMENSIONS FROM BUILDING CORNERS ARE TAKEN FROM  
THE OUTSIDE FINISHED SURFACE OR TRIM AT EACH  
CORNER. ROOF EAVES AND GUTTERS EXTEND BEYOND.

DONALD VEGVARY, L.S.  
LAND SURVEYOR  
3527 MT. DIABLO BLVD., #368  
LAFAYETTE, CA 94549  
(925) 947-1051

# EXHIBIT "B"

SHOWING & DESCRIBING ENCROACHMENT AREA UPON P.G.&E. RIGHT OF WAY  
LOCATED AT 14 ARDOR DRIVE  
ORINDA, CONTRA COSTA COUNTY, CALIFORNIA

SCALE: 1"=10'



## DESCRIPTION

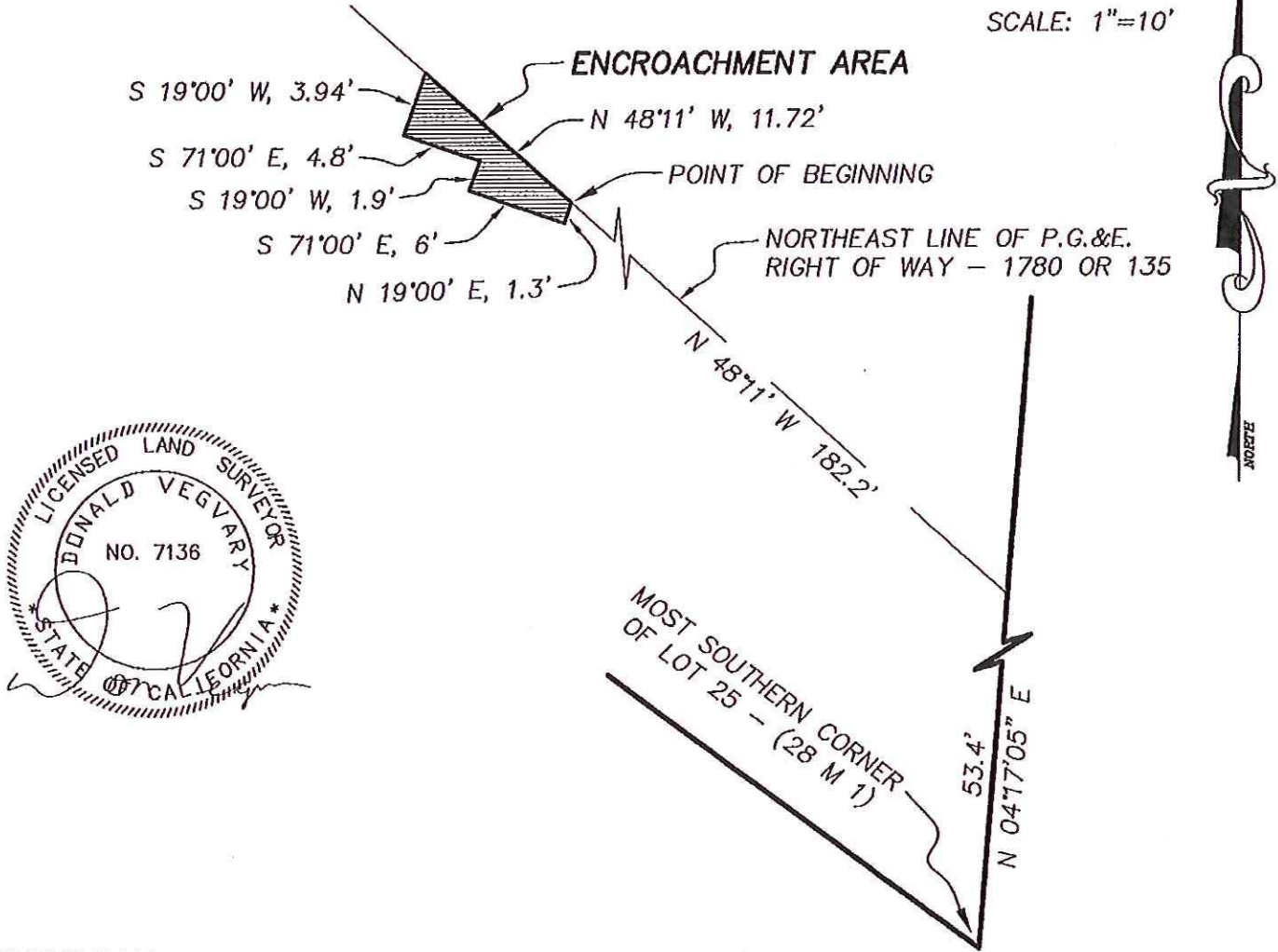
LOCATED IN THE CITY OF ORINDA, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, BEING A PORTION OF LOT 25, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "MORAGA MIDLANDS", FILED AUGUST 21, 1945, IN MAP BOOK 28, PAGE 1, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEAST LINE OF THE STRIP OF LAND DESCRIBED IN THE DEED TO PACIFIC GAS AND ELECTRIC COMPANY, RECORDED ON JUNE 18, 1951, IN BOOK 1780 OF OFFICIAL RECORDS, AT PAGE 135, CONTRA COSTA COUNTY RECORDS, SAID POINT BEARING NORTH 04°17'05" EAST, 53.4 FEET, AND NORTH 48°11' WEST, 257.7 FEET FROM THE MOST SOUTHERN CORNER OF SAID LOT; THENCE NORTH 48°11' WEST, ALONG SAID LINE, 6.29 FEET; THENCE SOUTH 19°00' WEST, LEAVING SAID LINE, 2.44 FEET; THENCE SOUTH 71°00' EAST, 5.8 FEET TO THE POINT OF BEGINNING.

DONALD VEGVARY, L.S.  
LAND SURVEYOR  
3527 MT. DIABLO BLVD., #368  
LAFAYETTE, CA 94549  
(925) 947-1051

# EXHIBIT "C"

SHOWING & DESCRIBING ENCROACHMENT AREA UPON P.G.&E. RIGHT OF WAY  
 LOCATED AT 14 ARDOR DRIVE  
 ORINDA, CONTRA COSTA COUNTY, CALIFORNIA



## DESCRIPTION

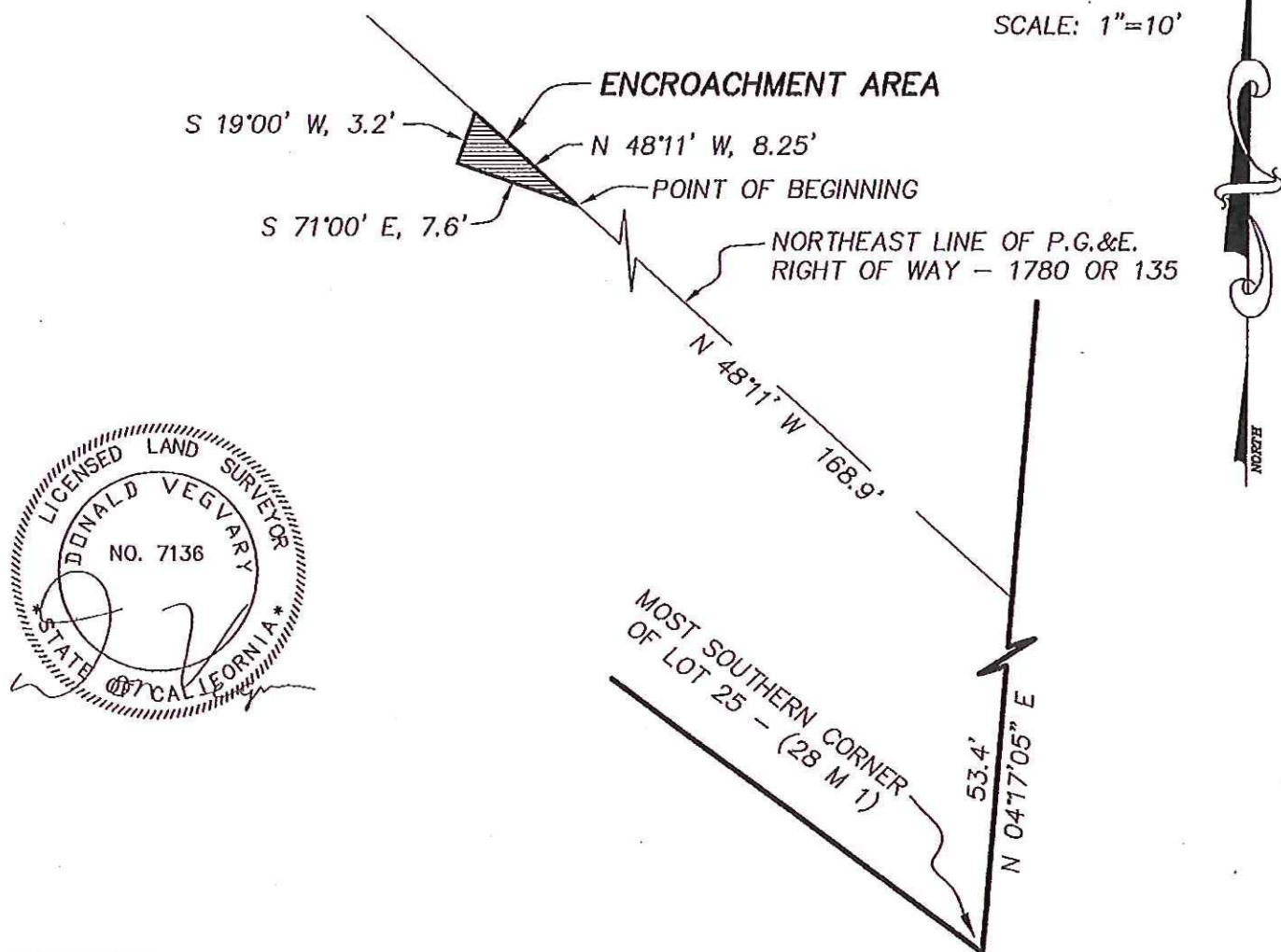
LOCATED IN THE CITY OF ORINDA, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, BEING A PORTION OF LOT 25, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "MORAGA MIDLANDS", FILED AUGUST 21, 1945, IN MAP BOOK 28, PAGE 1, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEAST LINE OF THE STRIP OF LAND DESCRIBED IN THE DEED TO PACIFIC GAS AND ELECTRIC COMPANY, RECORDED ON JUNE 18, 1951, IN BOOK 1780 OF OFFICIAL RECORDS, AT PAGE 135, CONTRA COSTA COUNTY RECORDS, SAID POINT BEARING NORTH 04°17'05" EAST, 53.4 FEET, AND NORTH 48°11' WEST, 182.2 FEET FROM THE MOST SOUTHERN CORNER OF SAID LOT; THENCE NORTH 48°11' WEST, ALONG SAID LINE, 11.72 FEET; THENCE SOUTH 19°00' WEST, LEAVING SAID LINE, 3.94 FEET; THENCE SOUTH 71°00' EAST, 4.8 FEET; THENCE SOUTH 19°00' WEST, 1.9 FEET; THENCE SOUTH 71°00' EAST, 6 FEET; THENCE NORTH 19°00' EAST, 1.3 FEET TO THE POINT OF BEGINNING.

DONALD VEGVARY, L.S.  
 LAND SURVEYOR  
 3527 MT. DIABLO BLVD., #368  
 LAFAYETTE, CA 94549  
 (925) 947-1051

# EXHIBIT "D"

SHOWING & DESCRIBING ENCROACHMENT AREA UPON P.G.&E. RIGHT OF WAY  
LOCATED AT 14 ARDOR DRIVE  
ORINDA, CONTRA COSTA COUNTY, CALIFORNIA



## DESCRIPTION

LOCATED IN THE CITY OF ORINDA, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, BEING A PORTION OF LOT 25, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "MORAGA MIDLANDS", FILED AUGUST 21, 1945, IN MAP BOOK 28, PAGE 1, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEAST LINE OF THE STRIP OF LAND DESCRIBED IN THE DEED TO PACIFIC GAS AND ELECTRIC COMPANY, RECORDED ON JUNE 18, 1951, IN BOOK 1780 OF OFFICIAL RECORDS, AT PAGE 135, CONTRA COSTA COUNTY RECORDS, SAID POINT BEARING NORTH 04°17'05" EAST, 53.4 FEET, AND NORTH 48°11' WEST, 168.9 FEET FROM THE MOST SOUTHERN CORNER OF SAID LOT; THENCE NORTH 48°11' WEST, 8.25 FEET; THENCE SOUTH 19°00' WEST, LEAVING SAID LINE, 3.2 FEET; THENCE SOUTH 71°00' EAST, 7.6 FEET TO THE POINT OF BEGINNING.

DONALD VEGVARY, L.S.  
LAND SURVEYOR  
3527 MT. DIABLO BLVD., #368  
LAFAYETTE, CA 94549  
(925) 947-1051

Advice 4113-E  
September 28, 2012

Attachment 2  
Original Easement Agreement



LD# 2301-03-0233

R/w 19-W.

LEIGHTON T. De MAEYER and DORRIS D. De MAEYER, husband and wife, hereinafter called first parties, in consideration of value adequate therefor paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the receipt whereof is hereby acknowledged, hereby grant to second party the right to suspend, replace, remove, maintain and use such crossarms, wires and cables as second party shall from time to time deem reasonably required for the transmission and distribution of electric energy, and for communication purposes, together with a right of way therealong, over, on and across that certain strip of land, situate in the County of Contra Costa, State of California, which is described as follows:

A strip of land bounded by a line which begins at the most easterly corner of the strip of land described in the deed from Elaine S. Massie to Pacific Gas and Electric Company, dated April 26, 1947 and recorded in the office of the County Recorder of said County of Contra Costa in Volume 1195 of Official Records at page 188, said most easterly corner being a point in the easterly boundary line of lot 25, as said lot is delineated and so designated upon the map of Moraga Midlands filed for record in the office of said County Recorder in Book 28 of Maps at page 1, from which the most southerly corner of said lot 25 bears south  $4^{\circ} 17' 05''$  west 29.0 feet distant and runs thence north  $46^{\circ} 30'$  west, along the northeasterly boundary line of the strip of land described in said deed, 372.3 feet to the most northerly corner of the strip of land described in said deed, said most northerly corner being a point in the westerly boundary line of said lot 25 and also being a point in the centerline of Ardor Drive, as said drive is delineated and so designated upon said map; thence northerly, along the centerline of said Ardor Drive, along a curve concave to the west with a radius of 250 feet and tangent at the southerly terminus thereof to a line which bears north  $14^{\circ} 32 \frac{3}{4}'$  east an arc distance of 91.6 feet; thence south  $48^{\circ} 11'$  east 361.8 feet to the easterly boundary line of said lot 25; thence south  $4^{\circ} 17' 05''$  west, along the easterly boundary line of said lot 25, 24.4 feet, more or less, to the point of beginning.

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

All crossarms, wires and cables installed by second party hereunder shall be supported by or suspended from towers of second party located on lands adjacent to the above described strip of land.

First parties further grant to second party the right (a) to erect,

maintain and use gates in all fences which now cross or shall hereafter cross the right of way hereby granted, and (b) to trim, and to cut and clear away, any trees and brush whenever, in the judgement of second party, the same shall be necessary for the convenient and safe exercise of the rights hereby granted; provided, however, that all trees which second party shall cut, if valuable for either timber or wood, shall continue to be the property of first parties, but all tops, lops, brush and slash shall be burned or removed by second party.

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

IN WITNESS WHEREOF first parties have executed these presents this 24th day of May, 1951.

Leighton T. De Maeyer

Dorris D. De Maeyer

Executed in the presence of:

Richard W. O'Neill

Witness

1951 JUN 11

maintain and use poles in all fences which now cross or shall hereafter cross  
the right of way hereby granted, and (d) to trim, and cut and clear away,  
any trees and brush whenever, in the judgment of second party, it shall  
be necessary for the convenience and safe exercise of the rights hereby granted;  
provided, however, that all trees which second party shall cut, remove,  
or either timber or wood, shall continue to be the property of first party,  
but all logs, tops, brush and slash shall be burned or removed by second party.  
The provisions hereof shall inure to the benefit of and bind the respective  
parties, assigns, successors and successors in interest of the respective parties  
hereof.

IN WITNESS WHEREOF first parties have executed these presents this 25th day

of 1951.

*[Handwritten signature]*

Executed in the presence of:

*[Handwritten witness signature]*  
Witness

STATE OF CALIFORNIA,

County of Contra Costa ss.

On this 25th day of May in the year one thousand nine hundred and Fifty-one

before me, Marian Pittman, a Notary Public in and for the

County of Contra Costa, State of California,  
residing therein, duly commissioned and sworn, personally appeared

Leighton T. De Maeyer and Dorris D. De Maeyer

known to me to be the persons whose names are subscribed to the within instrument,  
and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
in the County of Contra Costa the day and  
year in this certificate first above written.

*[Handwritten signature: Marian Pittman]*

Notary Public in and for the County of Contra Costa  
State of California.

My Commission Expires June 11, 1951

*[Handwritten notes]*

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

AT&T	Department of General Services	Norris & Wong Associates
Alcantar & Kahl LLP	Department of Water Resources	North America Power Partners
Ameresco	Dept of General Services	North Coast SolarResources
Anderson & Poole	Douglass & Liddell	Northern California Power Association
BART	Downey & Brand	Occidental Energy Marketing, Inc.
Barkovich & Yap, Inc.	Duke Energy	OnGrid Solar
Bartle Wells Associates	Economic Sciences Corporation	PG&E
Bloomberg	Ellison Schneider & Harris LLP	Praxair
Bloomberg New Energy Finance	Foster Farms	R. W. Beck & Associates
Boston Properties	G. A. Krause & Assoc.	RCS, Inc.
Braun Blaising McLaughlin, P.C.	GLJ Publications	SCD Energy Solutions
Brookfield Renewable Power	GenOn Energy Inc.	SCE
CA Bldg Industry Association	GenOn Energy, Inc.	SMUD
CENERGY POWER	Goodin, MacBride, Squeri, Schlotz & Ritchie	SPURR
CLECA Law Office	Green Power Institute	San Francisco Public Utilities Commission
California Cotton Ginners & Growers Assn	Hanna & Morton	Seattle City Light
California Energy Commission	Hitachi	Sempra Utilities
California League of Food Processors	In House Energy	Sierra Pacific Power Company
California Public Utilities Commission	International Power Technology	Silicon Valley Power
Calpine	Intestate Gas Services, Inc.	Silo Energy LLC
Cardinal Cogen	Lawrence Berkeley National Lab	Southern California Edison Company
Casner, Steve	Los Angeles County Office of Education	Spark Energy, L.P.
Center for Biological Diversity	Los Angeles Dept of Water & Power	Sun Light & Power
Chris, King	Luce, Forward, Hamilton & Scripps LLP	Sunrun Inc.
City of Palo Alto	MAC Lighting Consulting	Sunshine Design
City of Palo Alto Utilities	MRW & Associates	Sutherland, Asbill & Brennan
City of San Jose	Manatt Phelps Phillips	Tecogen, Inc.
City of Santa Rosa	Marin Energy Authority	Tiger Natural Gas, Inc.
Clean Energy Fuels	McKenzie & Associates	TransCanada
Clean Power	Merced Irrigation District	Turlock Irrigation District
Coast Economic Consulting	Modesto Irrigation District	United Cogen
Commercial Energy	Morgan Stanley	Utility Cost Management
Consumer Federation of California	Morrison & Foerster	Utility Specialists
Crossborder Energy	Morrison & Foerster LLP	Verizon
Davis Wright Tremaine LLP	NLine Energy, Inc.	Wellhead Electric Company
Day Carter Murphy	NRG West	Western Manufactured Housing Communities Association (WMA)
Defense Energy Support Center	NaturEner	eMeter Corporation