

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



November 8, 2019

Advice Letter 5662-E

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

SUBJECT: Grant of Easement to Robin Fross for the construction of a drainage outfall structure within PG&E Property to mitigate slide potential of hillside and of the property at 7755 Earl Court in the City of El Cerrito - Request for Approval.

Dear Mr. Jacobson:

Advice Letter 5662-E is effective as of November 15, 2019.

Sincerely,

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

Edward Randolph
Deputy Executive Director for Energy and Climate Policy/
Director, Energy Division



October 16, 2019

Advice 5662-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Grant of Easement to Robin Fross for the construction of a drainage outfall structure within PG&E Property to mitigate slide potential of hillside and of the property at 7755 Earl Court in the City of El Cerrito - Request for Approval under Public Utilities Code Section 851, pursuant to General Order 173

Purpose

Pacific Gas and Electric Company (“PG&E” or “the Company”) requests Public Utilities Commission (“CPUC” or “Commission”) approval under Public Utilities Code Section 851 and General Order 173 to grant to Robin Fross (Grantee) a drainage easement (Drainage Easement), which is included as Attachment 1, for the installation of a new drainage outfall structure on PG&E fee-owned property (Property). The Property is identified as Assessor’s Parcel Number (APN) 503-170-004-9 and is located along Moeser Lane in the City of El Cerrito, California in Contra Costa County. PG&E currently owns and operates an above-ground 115kV electric transmission line. The easement area is 1,633 square feet, or 0.0375 acres, as shown in Exhibit B of Attachment 1) (Easement Area). Robin Fross is in the process of acquiring permits to build her home on an empty lot at 7755 Earl Court, in the City of El Cerrito. A geotechnical survey report dated April 4, 2017 (included as Attachment 2), recommends a subsurface groundwater drain be installed to mitigate landslide potential of hillside and the property at 7755 Earl Court. The subsurface groundwater drain will be gravity dependent and flow to an outfall structure that will be located at the far northeast corner on the PG&E property, far away from the three PG&E electric transmission tower lines. Robin Fross would like to begin the construction of her new home and respectfully requests the CPUC approval as soon as possible.

PG&E has determined that the new drainage outfall structure will not interfere with PG&E’s operations. In fact, the new outfall structure will stabilize the hillside and will benefit PG&E operations by providing better controlled drainage from the property that sits above the PG&E Property, especially during inclement weather. PG&E will be compensated a fee of \$3,500 (Easement Fee) for the Drainage Easement. The Offer of Compensation is included as Attachment 3 and outlines PG&E’s review of the

Easement Fee as a fair compensation based on typical easement valuation methodology and supported by the PG&E Appraisal Department.

PG&E has determined that granting the Drainage Easement will not interfere with PG&E's ability to provide safe and reliable utility service to its customers. In addition, PG&E believes that granting this Agreement will not be adverse to the public interest; in fact, granting the easement will serve the public interest because the new drainage outfall structure will provide stabilization of the hillside benefitting both the neighboring homes and PG&E operations.

Background

The vacant lot at 7755 Earl Court in the City of El Cerrito is the future site of a proposed home, single family structure for Robin Fross. A subsurface storm drainage system is required to be installed across the vacant lot in order to construct the single-family structure. The drainage system will need to discharge downhill to an outfall structure that can only be placed on the adjacent PG&E-owned Property at the far northeast corner due to exiting contours. Robin Fross has therefore requested a storm drainage easement that is 25 ft. in width (north to south) by 60 ft. in length (east to west), as shown in Attachment 1, Exhibit B. Ms. Fross is requesting for PG&E to grant the Drainage Easement, which is contingent upon Commission approval, prior to the start of construction.

PG&E has inspected the Easement area subject to this Agreement and has determined that the proposed storm drainage outfall structure will not impact PG&E's ability to safely operate, maintain, repair or replace its facilities.

For the above reasons, PG&E respectfully requests Commission approval of this Section 851 request and approve the attached Agreement as it will not impair PG&E's provision of safe and reliable utility service.

In accordance with General Order 173, Rule 4, PG&E provides the following information related to the proposed transaction:

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

Pacific Gas and Electric Company	Robin D Fross
Molly Zimney	5511 Huntington Avenue
Law Department	Richmond, CA 94804
P.O. Box 7442	Telephone; (415) 608-7670
San Francisco, CA 94120	Email: rfross4@gmail.com
Telephone: (415) 973-6840	
Facsimile: (415) 973-5520	
Email: MEZ3@pge.com	

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

The Property is owned by PG&E and is located north of Moeser Lane in the City of El Cerrito. It is approximately 3.68 acres of vacant land (APN 0503-170-004-9, SBE Parcel No. 135-07-034E-1) consisting of a grassy field. PG&E owns and operates an above-ground, 115kV electric transmission line and associated towers and facilities on the Property.

(c) Intended Use of the Property:

Robin Fross is proposing to build a new drainage outfall structure within the far northeast corner of the PG&E property under the Drainage Easement.

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

PG&E has received a \$1,000 application fee and will receive \$3,500 Easement Fee for the Drainage Easement.

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

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

(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:

There is no impact to PG&E's ratebase, nor will granting the easement for the installation of the new drainage outfall structure affect PG&E's ability to service customers and the public.

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

Not Applicable.

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

Not Applicable.

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

PG&E's Appraisal Department has determined that the \$3,500 Easement Fee is in line with typical easement valuation methodology, as outlined in Attachment 3.

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

(k) Sufficient Information and Documentation (Including Environmental Information) to Show that All of Eligibility Criteria Set Forth in Rule 3 of General Order 173 are Satisfied:

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

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

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

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

(m) Environmental Information

Pursuant to General Order 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 why 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) a statutory or categorical exemption applies (the applicant must provide a Notice of Exemption from the Lead Agency or explain why an exemption applies),

See Attachment 4, Notice of Exemption. The City of El Cerrito deemed that this project is CEQA exempt as per section 15030(a).

There are no additional agency approvals required.

Protests

Anyone wishing to protest this submittal may do so by sending a letter by November 5, 2019, which is 20 days from the date of this submittal. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. Protests should be mailed to:

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

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

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

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

Erik Jacobson
Director, Regulatory Relations
c/o Megan Lawson
Pacific Gas and Electric Company
77 Beale Street, Mail Code B13U
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-3582
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 submittal become effective upon November 15, 2019, which is 30 calendar days after the date of submittal.

Notice

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

/S/

Erik Jacobson
Director, Regulatory Relations

Attachments

Attachment 1 – Drainage Easement Agreement
Attachment 2 – Geo Tech Feasibility Report
Attachment 3 – Offer of Compensation

Attachment 4 – Cat Exempt CEQA

***** SERVICE LIST Advice 5662-E *****
APPENDIX A

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

Robert (Mark) Pocta
Office of Ratepayer Advocates
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703- 2871
robert.pocta@cpuc.ca.gov

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

Joseph Canciamilla
Contra Costa County Clerk
555 Escobar St, Martinez, CA 94553
(925) 335-7900

Robin D Fross
5511 Huntington Avenue
Richmond, CA 94804
Telephone; (415) 608-7670
Email: rfross4@gmail.com



ADVICE LETTER 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 WATER
 PLC HEAT

Contact Person: Annie Ho
 Phone #: (415) 973-8794
 E-mail: PGETariffs@pge.com
 E-mail Disposition Notice to: AMHP@pge.com

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 5662-E

Tier Designation: 2

Subject of AL: Grant of Easement to Robin Fross for the construction of a drainage outfall structure within PG&E Property to mitigate slide potential of hillside and of the property at 7755 Earl Court in the City of El Cerrito - Request for Approval under Public Utilities Code Section 851, pursuant to General Order 173

Keywords (choose from CPUC listing): Agreements, Section 851

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted 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:

Confidential treatment requested? Yes No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? Yes No

Requested effective date: 11/15/19

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 proposed¹: N/A

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

¹Discuss in AL if more space is needed.

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

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

Name: Erik Jacobson, c/o Megan Lawson
Title: Director, Regulatory Relations
Utility Name: Pacific Gas and Electric Company
Address: 77 Beale Street, Mail Code B13U
City: San Francisco, CA 94177
State: California Zip: 94177
Telephone (xxx) xxx-xxxx: (415)973-2093
Facsimile (xxx) xxx-xxxx: (415)973-3582
Email: PGETariffs@pge.com

Name:
Title:
Utility Name:
Address:
City:
State: District of Columbia Zip:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

Attachment 1

Drainage Easement Agreement

LD 2401-04-10030
Storm Easement (Robin Fross)
RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

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
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

Signature of declarant or agent determining tax

(A portion of APN 503-170-004-9)

**EASEMENT AGREEMENT
(Drainage Easement to Robin Fross)**

This Easement Agreement (“**Agreement**”) is made and entered into this _____ day of _____, 2019 (the “**Effective Date**”) by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “**PG&E**”, and ROBIN FROSS, hereinafter called “**Grantee**.”

RECITALS

A. PG&E owns certain real property within the County of Contra Costa, State of California, commonly known as Schmidt Village, Lot 19, (Assessor’s Parcel Number 503-170-004-9, State Board of Equalization No. 135-07-034E) more particularly described in **Exhibit A**, attached hereto and made a part hereof (hereinafter, the “**Property**”).

B. Grantee is the owner of certain real property (the “**Benefitted Property**”) within the County of Contra Costa, State of California, commonly known as 7755 Earl Court, El Cerrito, California (Assessor’s Parcel Number 505-103-023-6) and more particularly described in **Exhibit D**, attached hereto and made a part hereof. Grantee proposes to install a drainage outfall structure,

and in connection therewith, Grantee has requested that PG&E grant an easement for **Storm Drainage**.

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 Three thousand five hundred Dollars (\$3,500.00), and for good and valuable consideration, PG&E and Grantee agree as follows:

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

(a) **Storm Drainage**. A non-exclusive easement to excavate, install, construct, repair, replace, maintain, and use a storm drain outfall structure within the portion (the "**Easement Area**") of the Property described in **Exhibit B** attached hereto and made a part hereof.

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 Property.

(c) Grantee shall not erect or construct any building or other structure other than the storm drainage outfall structure specifically authorized by this Agreement.

(d) Grantee must notify Underground Service Alert (USA) at 811 to have all underground facilities marker prior to any ground disturbance.

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 Property and/or the Easement Area:

(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, 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:

(1) now or hereafter defined as a “hazardous substance,” “hazardous waste,” “hazardous material,” “extremely hazardous waste,” “restricted hazardous waste” or “toxic substance” or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Clean Water Act, 33 U.S.C. §§1251 et seq.; the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. §§2014 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §§10101 et seq.; the California Hazardous Waste Control Law, Cal. Health and Safety Code §§25100 et seq.; the Porter-Cologne Water Quality Control Act, Cal. Water Code §§13000 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§25300 et seq.); and the Medical Waste Management Act (Health and Safety Code §§25015 et seq.); or

(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 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.

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 (“**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. 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 or the Property. If PG&E determines in good faith that any such mitigation measures may adversely affect PG&E or the Property, or impose limitations on PG&E’s ability to use the Property 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 revert 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 Property, or to 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 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 interference with the use of the Property 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), 112 (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 or electric conduits. 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 Property, 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 Property, 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 Property, 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 Property, 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;

(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 adjoining lands.

(i) Fencing. Grantee agrees not to fence or enclose the Easement Area (except that Grantee may, with PG&E's permission, and Grantee will, upon PG&E's request, whenever construction work is being performed on, over or about the Easement Area, erect and maintain a temporary fence to surround and secure the area in which such work is being performed);

(j) 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) Grantee 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**"), including Claims arising from the passive or active negligence of the Indemnitees, 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 Property); (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 Indemnitees 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 by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

(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 the surrounding Property, 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 Property 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 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, or the use or occupancy of the Easement Area.

(d) Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees 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 13.

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. Subject to the provisions of Section 10 below, 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.²²

(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, the Property, or PG&E's adjacent property, 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 112 (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 (Disposition Letter Advice Letter Decision _____), in like manner as though said provisions were set forth in full herein.

10. Relocation. Subject to the provisions of this Section 10, the rights granted to Grantee herein shall forever be subordinate to PG&E's right to replace, reconstruct, relocate, operate and maintain PG&E's existing and/or future facilities including, but not limited to, PG&E's existing transmission lines which traverse the Easement Area and PG&E's adjacent lands. If PG&E's use of its reserved rights described above necessitates the relocation of any of Grantee's facilities, Grantee shall, at its own cost and expense, relocate such facilities to an alternate location mutually agreed upon between PG&E and Grantee, provided Grantee is given at least twenty (20) days prior written notice of such required relocation. Any such relocation of Grantee's facilities shall be coordinated and scheduled between PG&E and Grantee so as to minimize, to the extent practicable, any interference with Grantee's use and operation of its facilities resulting from such relocation. If no alternate location is available on the Property, this Agreement shall terminate.

11. 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, its employees and agents 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). Prior to Grantee's entry on the Property, and thereafter thirty (30) days prior to the expiration date of any policy, Grantee shall provide PG&E with evidence of the insurance coverage, or continuing coverage, as required by this Agreement. 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. 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.

12. Mechanics' Liens. Grantee shall keep the Property 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 Property 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.

13. 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:

Pacific Gas and Electric Company
Attention: Land Agent
1850 Gateway Blvd.
Concord, CA 94520

With a copy to:

If by registered or certified mail, return receipt requested:

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

If by personal delivery or overnight courier:

Pacific Gas and Electric Company
Law Department
77 Beale Street, Mail Code B30A
San Francisco, California 94120
Attention: Director & Counsel, Contracts Section (Real Estate)

If to Grantee:

Robin Fross
5511 Huntington Avenue
Richmond, CA 94804
Attention: Robin Fross

With a copy to:

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

15. 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.

16. 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 18). 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.

17. Assignment. This Agreement and the rights of Grantee hereunder are appurtenant to the Benefitted Property, 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.

18. 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 is separate and several and 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.

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. 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.

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
Its: Manager, Land Rights

By: _____
Robin Fross

Exhibits A, B, C and D attached

Administration Information Block

Attach to LD: 2401-04-10030
Area, Region or Location: 2
Land Service Office: Concord
Line of Business: Electric Transmission (42)
Business Doc Type: Easements
MTRSQ: 24.01.04.22.41,
FERC License Number:
PG&E Drawing Number: N/A
Plat No.: D0414
LD of Affected Documents: 2401-04-0440
LD of Cross Referenced Documents:
Type of interest: Conveyances Out (11), Easements Granted over Fee Lands (11C), CPUC 851 Approval (79)
SBE Parcel: 135-07-034E-1
% Being Quitclaimed: N/A
Order or PM: 41860703
JCN: N/A
County: Contra Costa
Utility Notice Number: N/A
851 Approval Application No: _____; Decision: _____
Prepared By: kjfc
Checked By: pdd1
Approved By:
Revised by:

EXHIBIT A

Drainage Easement

Portion of that certain parcel of land granted in the deed to Great Western Power Company of California, dated March 20, 1922 and recorded February 2, 1923 in book 12 of deeds page 422, Contra Costa County, being a portion of Lot 19, of the map of Schmidt Village of the Final Partition of the San Pablo Rancho, Contra Costa County California, said map having been filed on the 27th day of June, 1896 in the office of the County Recorder more described as follows:

Commencing at the northeast corner of said Lot 19 of said Schmidt Village, said point also being the northwest corner of Lot 27 as shown on Tract 2042, recorded May 25, 1954 in book 53 of maps page 49, Contra Costa County Records; thence along the west line thereof South 38°02'20" East, (said line being the basis of bearings of this description) and the east line of said Lot 19, 52.15 feet to the *True Point of Beginning*; thence continuing along said line South 38°02'20" East, 27.15 feet; thence leaving said line South 29°01'48" West, 60.04 feet; thence North 60°58'12" West, 25.00 feet; thence North 29°01'48" East, 70.62 feet to the Point of Beginning.

Containing 1,633 square feet more or less.

APN 503-170-004

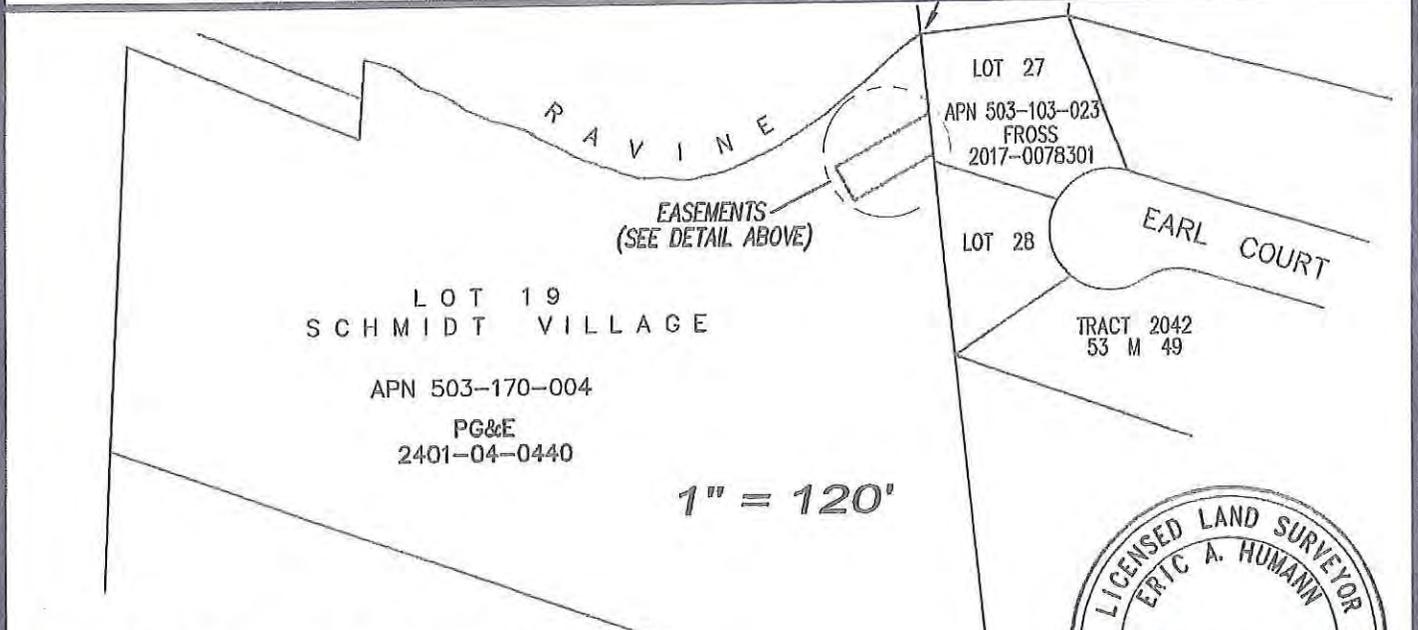
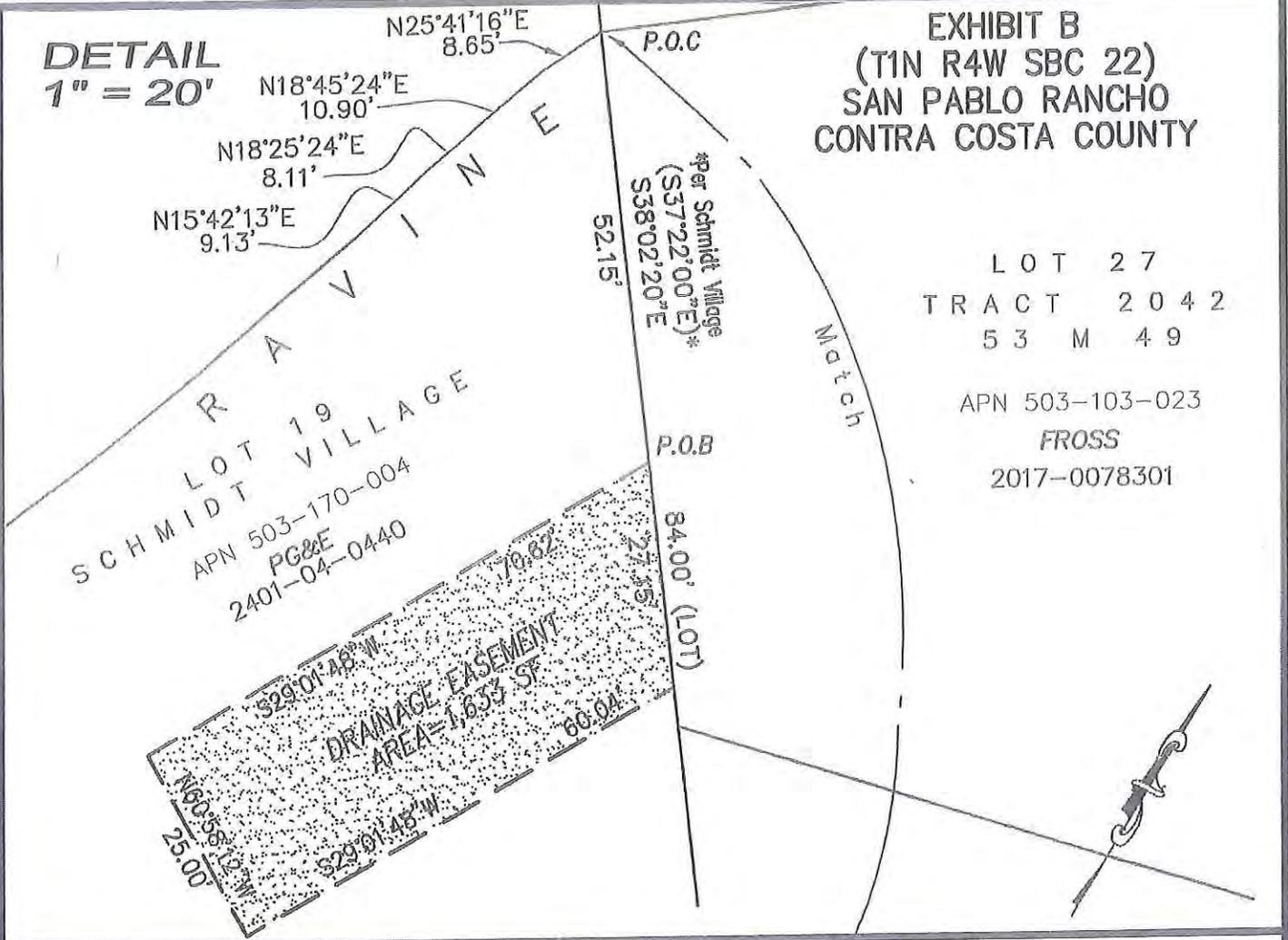


DETAIL
1" = 20'

EXHIBIT B
(T1N R4W SBC 22)
SAN PABLO RANCHO
CONTRA COSTA COUNTY

LOT 27
TRACT 2042
53 M 49

APN 503-103-023
FROSS
2017-0078301



DRAINAGE EASEMENT

HUMANN COMPANY INC.
ENGINEERING - SURVEYING
1021 BROWN AVE. LAFAYETTE, CA 94549
PH (925)283-5000 FAX (925)283-3578

HCI 16161

LICENSED LAND SURVEYOR
ERIC A. HUMANN
No. 5452
STATE OF CALIFORNIA

MOSSES LAKE
ERIC (RICK) A. HUMANN
9/26/18

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 \$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 One Million Dollars (\$1,000,000) per occurrence [and Two Million Dollars (\$2,000,000) aggregate] 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 I "any auto."
2. The limit shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage.

D. Pollution Liability

1. Coverage for bodily injury, property damage, including clean up costs and defense costs resulting from sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, hydrocarbons, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.
2. The limit shall not be less than One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage.
3. PG&E shall be named as additional insured.

E. Additional Insurance Provisions

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
One Market, Spear Tower, Suite 2400
San Francisco, California 94105

Pacific Gas and Electric Company
1850 Gateway Boulevard, 7th floor
Concord, CA 94520
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.

EXHIBIT D

The land referred to is situated in the County of Contra Costa, City of El Cerrito, State of California, and is described as follows:

Lot 27, Map of Tract No. 2042, filed May 25, 1954, Map Book 53, Page 49, Contra Costa County Records."

APN: 505-103-023

Attachment 2

Geo Tech Feasibility Report

THE SUTTON GROUP

CONSULTING GEOTECHNICAL ENGINEERS

370 Park Street Suite 13,

Moraga, California 94556

Phone 925-284-4208, 925-943-1200

E-mail main@suttongeo.com, www.suttongeo.com

April 24, 2017

Ms. Robin Fross
5511 Huntington Avenue
Richmond, CA 94804

Geotechnical Feasibility Report 7755 Earl Court, El Cerrito, California

Dear Ms. Fross:

We have made a preliminary geotechnical investigation of the subject property, which you are considering purchasing for development with a new home. Our work was focused to the feasibility of constructing a home on this vacant property, which would be your residence. The property was previously subject to a landslide. Presented herein are information about the property, details, discussion, and results of our investigations, our findings and conclusions regarding the feasibility of building a house on this property; and our recommendations for further investigation of the property prior to design of the residence.

Site Setting

The site is located a formerly graded pad on the slopes of El Cerrito (Figure 1). The property, with an area of 11,000 square feet, is at an elevation of about 725 feet, msl, at the foot of Earl Court, which extends down slope at a moderate inclination to the northwest from Shevlin Drive and Moeser Lane.

Site History

The property was developed as a single-family home in about 1954, along with the other houses on Earl Court. In 1967, a landslide resulted in destructive damage to the homes at #7750, 7755, 7770 and 7780 Earl Court, necessitating that the houses be demolished. There is little documentation of the event. The 1968 geotechnical report by Woodward Clyde and Associates, commissioned by the City of El Cerrito (WCA, 1968) recommended that the slide mass be excavated down to competent material, and the land then be restored as an engineered fill. They also recommended that the repairs include substantial drainage works to alleviate the hydrostatic water pressures that likely triggered the slide. A new house was built on the adjacent property at #7750 in 1989, and that house has, to our understanding, fared well. A more detailed site history was included in our letter dated February 20, 2017, and has not been repeated here.

Original Topography

The US Geological Survey's topographic maps from 1947, prior to the development of the subdivision, show a minor creek channel on the approximate alignment of Earl Court. Additionally, the City of El Cerrito map of Creeks and Drainages also indicates a creek was previously located down Earl Court. This creek channel was filled and level lots were created during the development of the subdivision in the early 1950's. The development predates the time when placement of subdrains became common construction practice (Rogers, 1988). We found no indication that subdrains were placed in the channel, or that other "modern" grading practices were followed at that time. Therefore, we would expect excess groundwater to accumulate within the old channel without pervious media that would allow its outlet, and also that some of the old, topsoil may remain buried.

Geologic Setting

Bedrock

Most of the bedrock underlying the El Cerrito hills is mapped as the Franciscan Complex, of Mesozoic age (160 to 65 million years old). As shown on the most recent published geologic map (Fig 2) these rocks include several separate sandstone units, along with areas of tectonic *mélange*, and serpentine. These rocks originated as ancient ocean crust and sediments, and were incorporated into the North American continent by continental subduction processes. All these rocks were deformed as they were moved, and the *mélange* units were profoundly shattered and mixed. *Mélange* bedrock is composed of a highly sheared matrix of sandstone and claystone containing a chaotic mix of hard rocks of all sizes, ranging from small fragments to house-sized (or larger) blocks.

The geologic map indicates the site is underlain by the *mélange* unit, and that metamorphosed sandstone is present immediately to the east, possibly under Shevlin Drive. An ancient, inactive thrust fault separates the two rock units. Our field exploration has generally confirmed this mapping. The exploratory borings found sheared clay matrix which contained small to large gravel with several different rock types, which is characteristic of *mélange* bedrock. Additionally, the large block of very hard, fine-grained meta-sandstone on the slope behind 7750 Earl Court, is a typical larger block in the *mélange*.

It should be noted that the geologic labeling currently in use by geologists is somewhat different from the terminology used in the 1968 report by WCA. The modern concept of Plate Tectonics was developed between about 1966 and 1970, and the ideas of continental collision and subduction were not yet recognized by many geologists of that day.

Hayward Fault

The active trace of the Hayward fault is mapped approximately 1500 feet northeast of the site, as indicated on Figure 2. The site is not within the State-mandated Alquist-Priolo Fault Hazard Zone for the Hayward fault, so the risk of future fault rupture or offset on the site is considered to be very low. There are several other active faults in the Bay Area, including the Calaveras, Concord and the San Andreas. Like the entire Bay Area, the site may be subjected to moderate to severe ground shaking in the event of a large earthquake on any of these faults, or another local active fault.

Slope Stability

Most published geologic and slope stability maps of the area indicate that the entire area which includes the site is covered by large, complex, probably ancient, deep-seated landslide deposits, as indicated on Figure 3.

There are numerous landslides on the slopes of El Cerrito, some of which are over a mile in length, and upon which there are hundreds of houses. These landslides occasionally experience downslope creep movement, which can cause structural damage to houses, streets, and buried utilities. Winter rainfall is recognized as the activating agent of most landslides. Additionally, smaller slides can occur within a larger slide mass, as happened in the 1967 event on Earl Court.

Although the several, available landslide maps at detail, show different landslide boundaries for the slide mass which includes the Earl Court area, the headscarp of this landslide is generally mapped near or above Arlington Avenue, and the landslide toe extends below Navellier Street, and includes Prospect Sierra School and Cerrito Vista Park within the landslide boundary.

Information about the geometry and thickness of the referenced landslide deposit has been evaluated by review of subsurface data in the WCA investigation of 1968 the two Kropp investigations (1988, 1989), and the more recent investigation by Friar (2008).

Site Conditions

The property is a kite-shaped parcel approximately 110 feet long along the eastern boundary, and 87 feet long along the southern boundary, and has a total area of 11,000 square feet. The main portion of the property is a nearly level pad with an area of about 8,000 square feet. Elevations on the pad range from 429 feet msl along the curb line to 424 along the top of the slope, about 100 feet distant. From this surface, the land slopes down to the north, at an estimated 1½ horizontal to 1 vertical (2 :1) on the north side, flattening to about and about 4:1 along the northwest and about 2:1 on the west side. An un-named, ephemeral creek flows along the toe of this downslope, and crosses the northern corner of the property. As shown on the survey map by Humann Company (Humann, 2017)¹, the elevations along the creek bank range about 412 at the east boundary down to 402 near the northwest property corner. On the far side of the creek, a high natural hillslope rises to the north. During the time of our investigations, the creek was flowing and a gentle roar suggested significant flow in this abnormally wet winter, but until a path had been cleared through the very dense brush, it was not visible. After clearing the paths, in late March, we saw that the creek flow had subsided.

The pad is covered by natural weeds and grasses; scattered fragments of old concrete and asphalt are present, and a portion of the concrete foundation from the previous house remains on the ground surface. The slope on the northwest portion of the property is thickly vegetated, with brush and trees.

The east side of the parcel is a wood fence, reportedly located along the property line. A

¹ Parenthetic references are listed at the end of the report.

storm drain easement straddles this property line, with an 21" diameter concrete storm drain buried beneath, and which discharges into the creek. A 3-foot high, field stone wall runs near the fence. An abrupt, 1- to 2-foot-high slope in front of the rock wall, and shown on Figure 6, is likely the side-scarp of the 1967 landslide.

The southern property line is not well-defined; as the wood fence enclosing the neighbor's yard, and a line of mature pine trees, begins at the approximate common property corner but, as shown on Figures 4 and 5, is about 18° off line and up to 25 feet into the 7750 property.

Subsurface Conditions

Previous Investigations

A detailed geologic investigation of the landslide was conducted by Woodward Clyde and Associates for the City of El Cerrito, (WCA, 1968). They drilled five, 30-inch diameter bucket-auger borings, and eleven 6-inch diameter auger holes in which they placed four slope inclinometer casings and six piezometers, and left one hole open. They also mapped boundaries of the slide, as presented on Figure 4. Their data shows the direction and magnitude of movement, but they not report the depths of the slip plane(s). WCA installed bucket auger B-4 and piezometer Boring D, on the property, and that bucket auger B-5 and slope indicator Boring J were installed in the circle of Earl Court, and another piezometer was installed in Boring C, located on the 7750 property. Repaving of Earl Court and the passage of time has obliterated direct evidence of the locations of their borings.

A geotechnical investigation was conducted by Alan Kropp & Associates (AKA, 1988) for the replacement house at 7750 Earl Court. Their report also included a review of the WCA data, and we were able to review their records of site development. WCA showed anomalous variations in the thickness of fill reported beneath Earl Court. They also indicate a "Possible Slide Zone" in the bucket auger B-4 at a depth of 33 to 34 feet, and that a similar slide zone was observed in bucket auger B-5 at a depth of 16 to 17 feet. The report states that Slope Inclinometer J, located in Earl Court experienced 2.2 inches of lateral movement between December 1967 and June 1968, and that the Slope Inclinometer G, located west of the site experienced 3.5 inches of movement in that same time. We were not able to find data to provide the depths of movement in these slope inclinometers, but AKA reports that they exposed the top of Slope Indicator J in 1988, and found that it had been sheared off at a depth of 24.5 feet. Therefore, one slip plane can be presumed to be at that depth.

Subsurface Exploration

On March 10 and 13, 2017, we used a truck-mounted drill rig (Mobile B-61), equipped with hollow-stem augers to drill two exploratory borings to depths of 36.5 and 52.0 feet below the ground surface. As shown on the Boring Location Map (Figure 5), Boring SB-1 was placed as close to the western slope as possible, and near the location of WCA's boring B-4. Boring SB-2 was located near the curb of Earl Court. Relatively undisturbed soil samples were recovered from the borings by driving either a 2.5 inch I.D. or a 2 inch O.D. sampler into the soil and rock with a standard 140 pound hammer, mechanically lifted, and falling 30 inches. Our geologist observed the drilling, described the soil recovered, and prepared a lithologic log for each boring,

which are presented in Appendix . After checking for presence of groundwater, the holes were backfilled to the ground surface with cement grout, as inspected by the County Health Department.

Selected soil samples were tested in the geotechnical laboratory to evaluate applicable engineering properties of the soils encountered during the exploration. The soils were tested for plasticity/shrink-swell behavior, in-place density and moisture content, and unconfined compression, generally in conformance with ASTM standard methods. The results of the laboratory tests are shown on the Boring Logs.

On March 20, 2017, we supervised a laborer crew as they cut two access paths through the thick brush growing along the northwestern slope, down to the creek channel so that the surveyor could make more precise measurements of the elevation of the channel and points along the slope, and we could observe for flood debris and erosion from the past wet winter.

Soil and Bedrock

The upper 3 to 4 feet of soil on the pad consists of dark brown, clay-rich soil mixed with scattered pieces of concrete and asphalt debris. We expect that this debris may be a remnant of the previous house on the lot, which was demolished following the 1967 slide. Older fill, placed in the early 1950's to create the subdivision underlay the upper soil to a depth of approximately 14 feet. . This older fill soil was composed of sandy clay and contained scattered to concentrated lenses of gravel sized particles. This fill is similar in composition to the underlying natural colluvial soil, because colluvium from nearby sources was probably used as the fill soil. Dark olive brown, sandy clay, interpreted as old topsoil, was found in both borings between depths of approximately 14 and 19 feet. The soil grades into the natural colluvium, which continues to an interpreted depth of 32 to 35 feet. Franciscan Mélange bedrock is present below the colluvium. It is composed of highly sheared clay matrix, which contains many broken angular rock fragments, and larger blocks of hard to weathered rock. One such large block was encountered in the lower 6 feet of Boring SB-1, and a similar block is exposed on the ground surface, behind the house at 7750 Earl Court.

Groundwater

Boring SB-2 located near the street, encountered free groundwater at a depth of approximately 18 to 20 feet, while sampling. This water rose rapidly in the hollow auger stem to a depth of only 3 feet, representing a significant artesian head. We did not encounter groundwater in boring SB-1.

Findings and Discussion

The investigation generally corroborated the WCA and Kropp investigations' findings. The two WCA borings located on the property were advanced using a 30-inch diameter bucket auger, following which the geologist descended the shaft, to directly inspect and probe the various exposed materials at a very detailed level. Therefore, we compared our observations with theirs.

While detailed reports of the landslide event are limited to the WCA report, Kropp's investigations and to detailed records of the reconstruction of the adjoining lot, and our own

observations, it is expected that the landslide event was related to burial of the creek channel beneath the subdivision was constructed in the early 1950s, without accommodation of the subdrainage provisions that are now common earthwork construction practice.

It is also possible that groundwater encountered in Boring SB-2 at about 20 feet depth was because the auger broke through the clay-rich slide plane, created when the slide moved in 1967, and which was confining the groundwater. The artesian groundwater presence can be expected to have considerable influence on the (in)stability of development on the property.

The broken concrete retaining wall remnant at 7770 Earl Court indicates that total lateral movement did not exceed about two feet. More specific data from the WCA slope inclinometers shows that only 2.2 to 3.5 inches of lateral movement occurred between December 1967 and June 1968. Finally, there are no lateral offsets in the concrete curb on Earl Court in front of this property, which traverses the mapped slide axis, indicating that there has been no ground movement since the curb was constructed in 1989. This data suggests that future movement, if it occurs, may be limited to small magnitudes of several inches to a foot or so.

Data from WCA and Kropp suggests that slide plane(s) may be approximately 25 feet deep near the curb of Earl Court, and about 35 feet deep near the rear slope. Although our two exploratory borings were not able to directly observe the slide planes, our subsurface data is consistent with these depths. It should be recognized that the slide surface probably rises towards the eastern side of the parcel, to where the edge-scarp is located.

Conclusions

This feasibility-grade investigation concludes that the project site is located within a landslide area that moved in the historic past, and has not been completely stabilized. It should be recognized there is a moderate to high risk that some lateral movement could occur on the site in the future, especially if a large earthquake occurs on the nearby Hayward fault. This feasibility-grade investigation concludes that the risk to the property can be reduced, if the artesian groundwater pressures are relieved, and this relief is maintained for the life of the project. If this is properly done, the property will have a level of stability similar to that of the majority of houses on the upper slopes of El Cerrito.

The planned house foundation and utility connections should be designed to accommodate several inches of lateral and vertical movement, which could result if the landslide reactivates. Further geotechnical investigation is required to provide more specific and detailed information, the analysis will result in geotechnical design criteria for foundation design, groundwater control and site development. Such investigations may reveal conditions that are not heretofore apparent, and which may result in different conclusions, and/or higher costs of property development and maintenance.

Potential Site Remediation Methods

The WCA report recommended that the slide mass be removed to deeper than the slide planes, and then the site be restored as a drained, engineered fill. To create a keyway for such a fill, the excavation would need to be at least several feet deeper than the 25 to 35 feet depth of identified slide planes to expose “the stable, in-place bedrock.” This technique remains the

preferred method of slide repair, if it is feasible. However, the presence of adjacent houses, the active sewer and storm drains along the property boundaries (see Figure 5), other nearby utilities, the agency-regulated creek channel and the adjacency of the state-regulated public utility (PG&E) land on the west boundary would severely constrain the ability to excavate to these depths.

The excavation bottom would be five or so feet deeper than the 35-foot deep slide plane. The engineered backfill would need to be drained from 35 feet depth or greater, i.e. elevation 395 or deeper. So this outfall line could not drain to the creek which crosses the property and would need to extend several hundred feet to the west, offsite and through PG&E land, to daylight far downslope at the creek.

Further, the 10,000 or so cubic yards of soil that would be re-worked, even if excavated in stages, would need to be temporarily stored offsite. On this basis, the necessary excavation and backfilling, would make this effort impractical, disruptive to the neighborhood, and prohibitively expensive.

The artesian condition found in our boring SB-2 indicates that subsurface hydrostatic pressures are relatively high, and that reducing these pressures will be a necessary feature of any site stabilization. Constructing a deep drain across the front of the parcel, and providing gravity drainage would resolve the artesian condition, and significantly reduce the risk of future slide movement. Groundwater encountered at about 20 feet depth in boring SB-2 could, based on our preliminary analysis and on the survey data, be drained by gravity to the creek near where it crosses the northwest property corner. Drainage by pumping, even using multiple pumps, and supported by an emergency power generator, is not, in our opinion, a sufficiently reliable alternative to gravity drainage.

The house should be founded on a thick, post-tensioned, concrete slab, designed to withstand stresses which may be induced by the possible future horizontal or vertical movement of the underlying soil mass. This slab would be founded on a layer of engineered fill soil created by reworking the onsite soils to further minimize the risk of future soil movement.

The following preliminary recommendations are intended to provide improve the stability and strength to the site soil, to minimize (but not eliminate) the risk of future lateral and vertical ground deformation. The owner and future owners should be aware that there will be a small lingering risk of ground movement, especially if a large earthquake occurs on the nearby Hayward fault.

Feasibility-grade cost estimates for site development have been prepared at your request. These are provided in a separate letter.

It will be most important to perform design-grade geotechnical explorations of this property, especially in the house footprint area and for the groundwater management system. The groundwater management system should be designed, permitted through appropriate agencies, and installed and made operational before the house is constructed.

The design grade geotechnical report should include: geotechnical design criteria for the house, and geotechnical/geohydrological criteria for design of the groundwater management system. It should include detailed recommendations for earthwork construction, for constructing and maintaining the groundwater management system; and for the house foundation. To convey the importance of the groundwater management system to the stability of the house, we

recommend that all these tasks be included in the one investigative report so that future owners will be aware of the importance of the system to stability of the property. This firm or another geotechnical firm should be engaged to observe, make tests as necessary, and to document the construction.

Recommendations

As we have discussed, this first phase of investigation was intended only to provide us sufficient information so that the economic feasibility of redevelopment of this property can be estimated, as a guide for making your property purchase decision. After purchase of the property, and as a pre-cursor to design, it will be necessary to drill additional test borings, and possibly dig exploratory trenches to more completely characterize the subsurface conditions, recommendations prepared, and design can proceed, costs can be developed with accuracy, and remedial and earthwork plans prepared.

The upper 5 to 8 feet of the pad, the “old fill” zone, should be subexcavated and recompacted to provide a uniform and dense site surface. After excavating, possibly in stages, and culling all the organic and other debris, the soil should be moisture conditioned and recompacted on the site as an engineered fill. Expect that the combination of the culling of the unsuitable materials and the compaction of the soil as an engineered fill will result in a site that is one to two feet lower than at present.

The artesian groundwater condition should be ameliorated by installing a drainage gallery across the full width of the landslide at the site entrance. We foresee that this could be built near the curb, within the building setback zone. Its top should be below the ground surface so that it is non-intrusive, although an access manhole will be needed for periodic maintenance and monitoring. This drainage gallery could be created either by drilling a row of shafts (24 to 48 inches in diameter), and hydraulically interconnected. During their construction, it may be necessary to temporarily support the shaft walls with casing, or with polymer fluid. These shafts should be backfilled with Class 2 permeable drain rock. The bottoms of the shafts in the drainage gallery will need to be at least 20 feet below the current site surface, to intercept the initially discovered source of groundwater (to be verified by further investigation as part of the design studies.) A bored horizontal drain(s), or a pipe installed in a deep trench will extend the gallery to its outlet at the creek. The survey data shows that from this depth, the gallery can be drained by gravity flow to the creek, outletting close to the northwest property corner.

In addition to construction permits, it will be necessary to obtain discharge permits for the groundwater from one or more agencies, and another permit from PG&E, upon whose land the water would discharge. Environmental studies per CEQA (the California Environmental Quality Act) may need to be performed by a qualified subconsultant as part of this permitting process.

Limitations

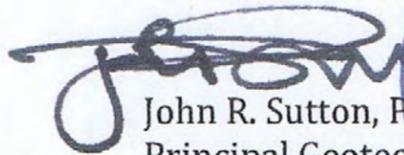
This preliminary geotechnical investigation has been prepared in accordance with the terms and conditions of our agreement, dated February 7, 2017, accepted 2/8/2017. It has been performed expressly for the subject client in accordance with generally accepted, engineering

principles and practices of similarly licensed professionals in this area for the agreed work scope. No other warranty, either express or implied is made. The evaluations and conclusions presented are based on our visual observations, our research, our experience, information provided by the client and by others for our use. Changes in the information or data gained from any of these sources could result in changes in our opinions and recommendations. As stated in this report, we recommend that additional, design-grade geotechnical investigations be performed prior to design of geotechnical-related portions of the development.

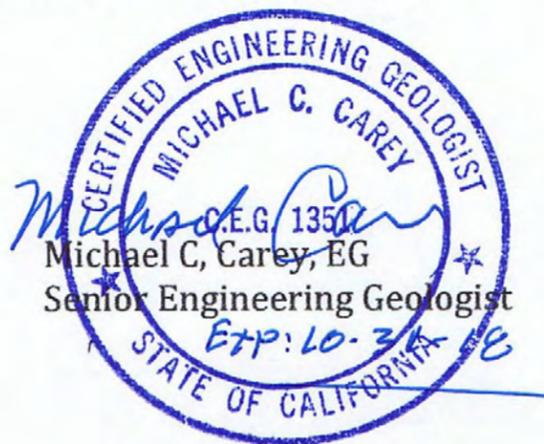
Please feel free to call the writer with any questions, concerns or comments.

Very truly yours,

THE SUTTON GROUP



John R. Sutton, PE/GE, D.GE. M. ASCE
Principal Geotechnical Engineer



Copy: Mr. Derek Suring, Realtor

Attachments:

References

Figures:

- 1 Site Location Map
- 2 Geologic Map
- 3 Landslide map
- 4 Aerial Photograph
- 5 Boring Location Map
- 6 Cross Section AA
- 7 Site Development, Conceptual Plan

Fig A-1 Soil Classification

Boring Logs: SB-1, -2: total 5 sheets

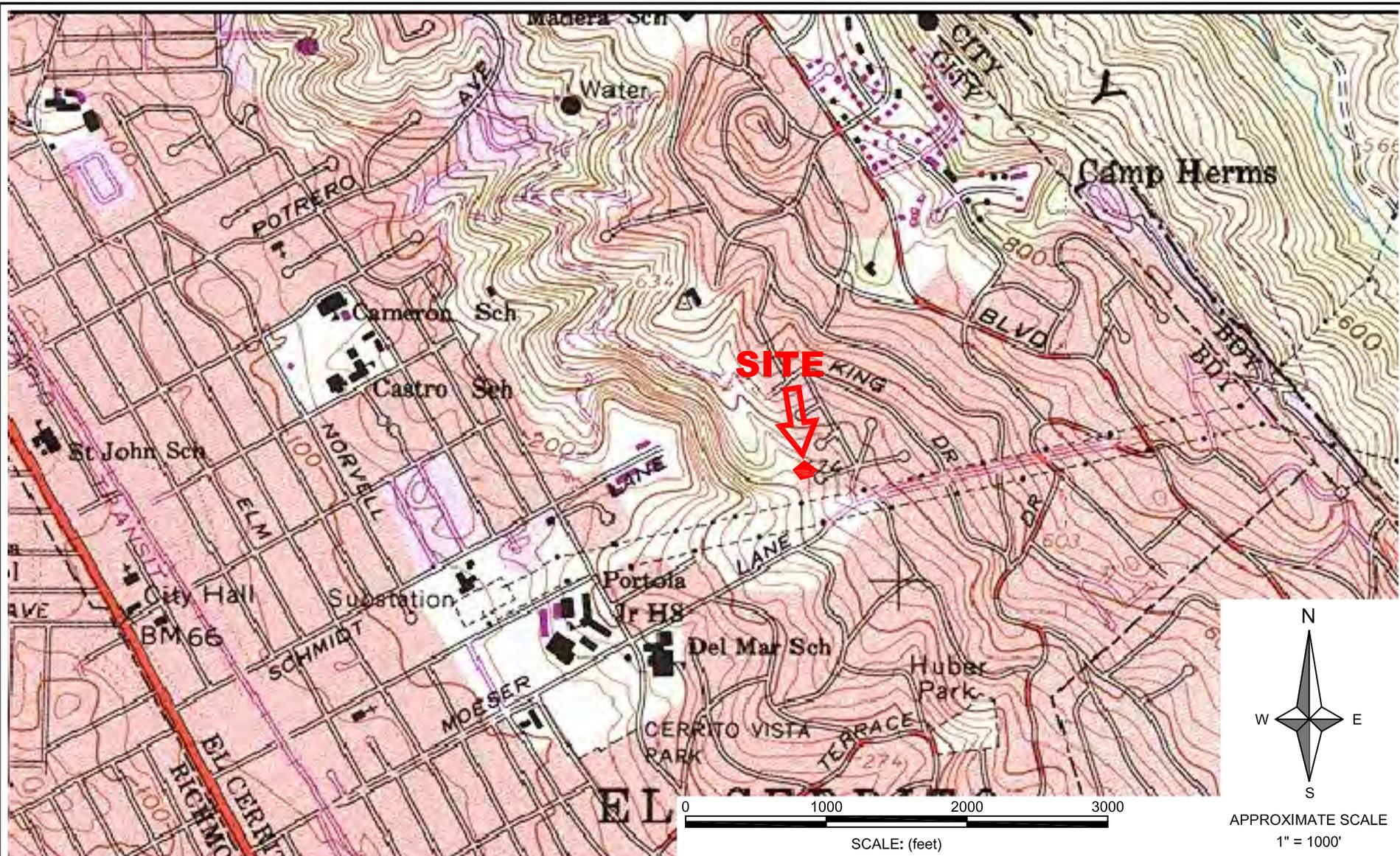
References

- Bishop, C.C, Knox, R. D, Chapman, R.H, Rogers, D.A, and Chase, G.B. 1973: Geological And Geophysical Investigations For Tri-Cities Seismic Safety And Environmental Resources Study. California Division Of Mines And Geology, Preliminary Report 19.
- California Division of Mining and Geology, January 1, 1982: Special Studies Zone maps of the Richmond Quadrangle [Alquist-Priolo]: Sacramento, Calif.,
- City of El Cerrito; Undated; Map showing Creeks and Drainages in El Cerrito
- City of El Cerrito: Undated; Storm Drain Sheet 24
- Crane, R.C. 1995; Geology Of Mount Diablo Region And East Bay Hills. in: Recent Geologic Studies of the San Francisco Bay Area, SEPM, Pacific Section, Vol. 76, p87-114
- Dibblee, T.W. Jr. 1980; Preliminary Geologic Map of the Richmond Quadrangle, Alameda and Contra Costa County. U S Geological Survey, OFR 80-1100;
- Dibblee, ... Edited by John Minch, DF-147, 2005.
- Friar, 2008: Geotechnical Investigation, Proposed Addition, Existing Residential Building, Lot 28, 7750 Earl Court, El Cerrito, California, dated May, 2008, prepared by Friar Associates, Incorporated, San Leandro, California
- Graymer, R.W., 2000: Geologic Map and Map Database of the Oakland Metropolitan Area, Alameda, Contra Costa and San Francisco Counties, California, U.S. Geological Survey MF 2342
- Humann, 2017: Topographic Survey, Lot 27, Tract 2042, Book 53, pp 48-50, CCCo Records; Robin Fross 7755 Earl Court, El Cerrito, California, dated 1/10/2017 by Humann Company, Inc., Lafayette, CA: Job 16161.
- Kropp, 1988: Foundation Investigation, Earl Court Residence, El Cerrito, California, dated July 6, 1988, File No. 1008-1, L 11230; by Alan Kropp & Associates, Berkeley, California [Geotechnical/foundation investigation for No. 7750 Earl Court]
- Nilsen, T.H., 1975: Preliminary Photointerpretation Map of Landslide and Other Surficial Deposits of The Richmond Quadrangle. U S Geological Survey, OFR 75-277-47
- Rogers, 1988: Grading Practices in the Development of Central Contra Costa County, by J. David Rogers in Field Trip Guide to the Geology of the San Ramon Valley and Environs, April 30, 1988, Northern California Geological Society.
- Stege Sanitary District: Portion of Sewer Map.
- WCA, 1968: Soil Investigation of the Earl Court Landslide, prepared for the City of El Cerrito, dated July 19, 1968, by Woodward Clyde and Associates, Oakland, California

AIR PHOTOGRAPHS UTILIZED

(From Pacific Aerial Surveys)

AV-11-02-06, 07, 08	B&W	Scale: 1:9600	Date: 3-24-47
AV-28-12-16, 17, 18, 19, 20;	B&W	Scale: 6,000	Date: 9-19-49
AV-337-10-17, 18;	B&W	Scale: 1:9600	Date: 7-8-59



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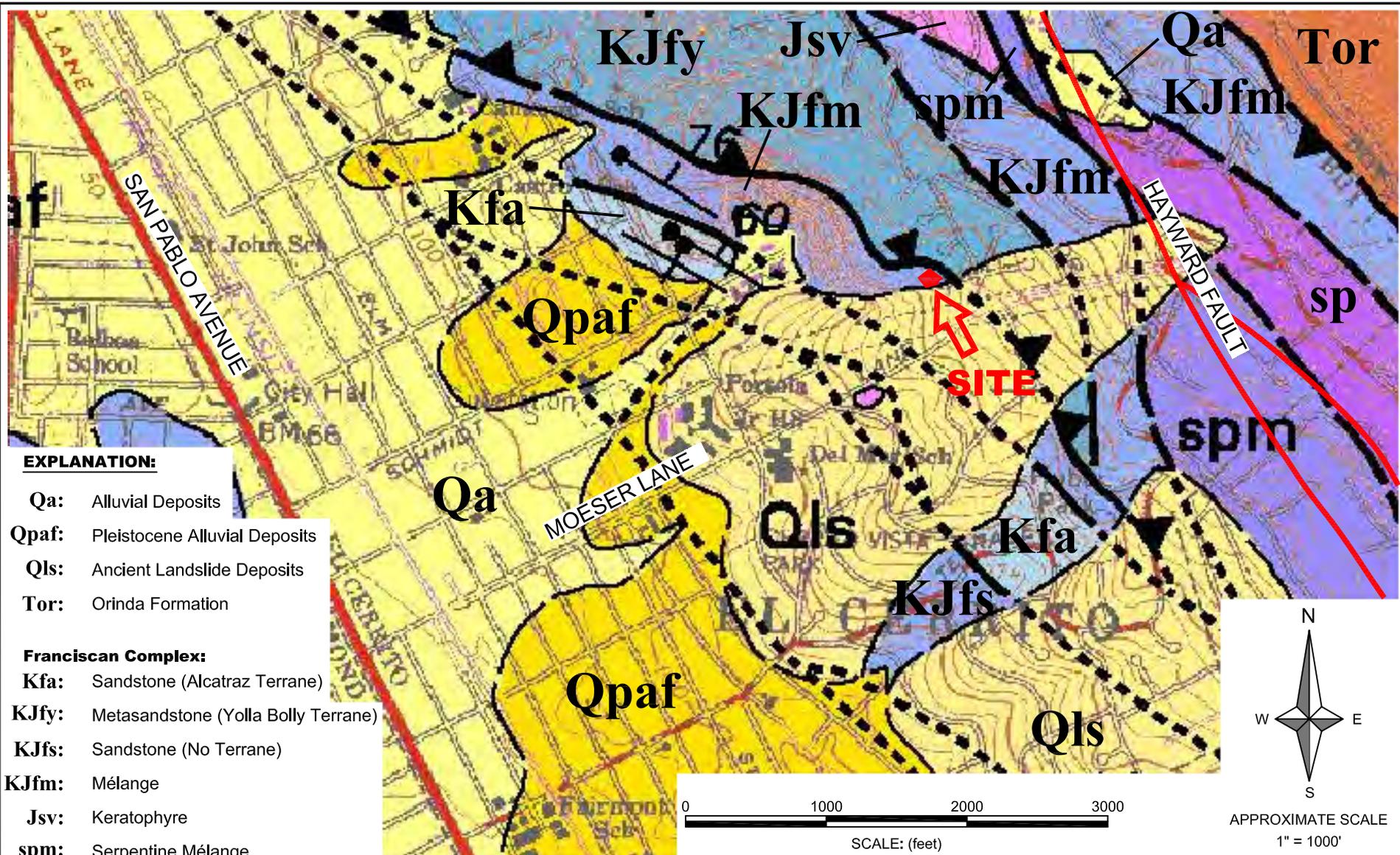
SITE LOCATION MAP
 7755 EARL COURT
 EL CERRITO, CA

Job 7350

Drn: 4/11/2017

Figure No.

1

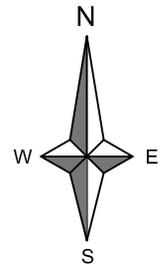


EXPLANATION:

- Qa:** Alluvial Deposits
- Qpaf:** Pleistocene Alluvial Deposits
- Qls:** Ancient Landslide Deposits
- Tor:** Orinda Formation

- Franciscan Complex:**
- Kfa:** Sandstone (Alcatraz Terrane)
- KJfy:** Metasandstone (Yolla Bolly Terrane)
- KJfs:** Sandstone (No Terrane)
- KJfm:** Mélange
- Jsv:** Keratophyre
- spm:** Serpentine Mélange
- sp:** Serpentine
- Active Trace of Hayward Fault

MAP SOURCE: Graymer, 2000 and Leinkaemper, 1992



APPROXIMATE SCALE
1" = 1000'

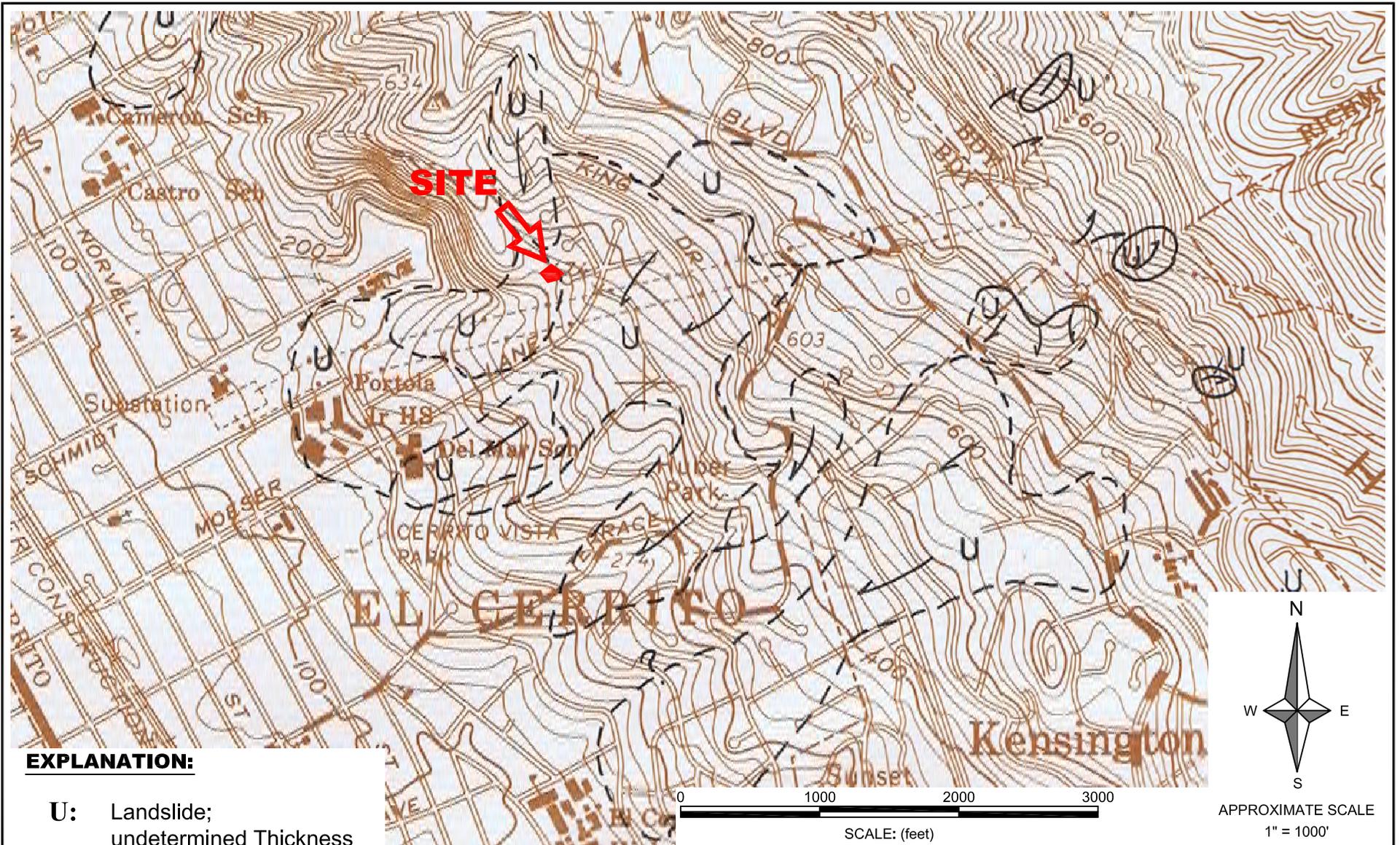
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GEOLOGIC MAP
 7755 EARL COURT
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Figure No.

2



EXPLANATION:

U: Landslide;
undetermined Thickness

SOURCE: Bishop, et al, 1973

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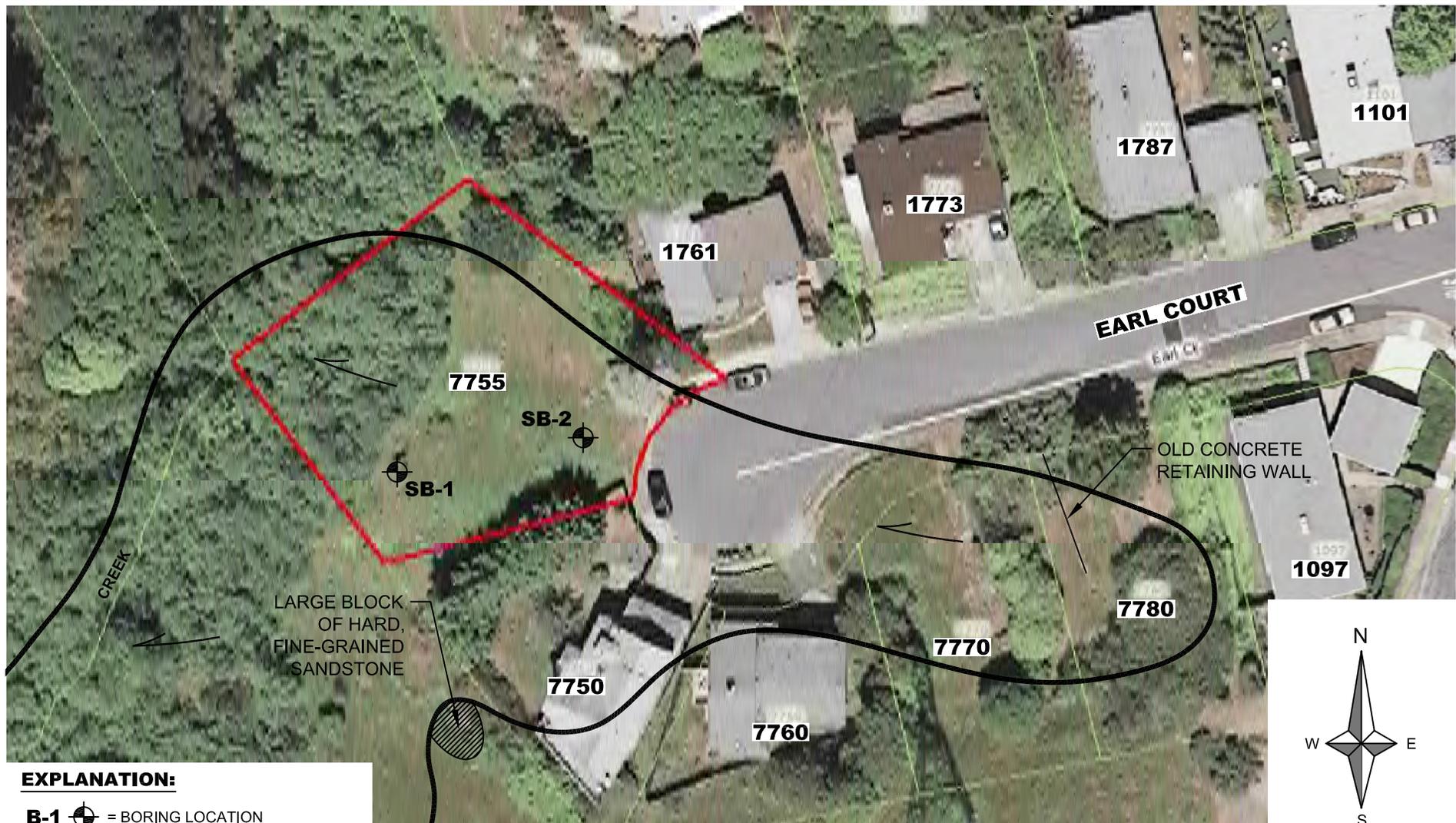
LANDSLIDE MAP
 7755 EARL COURT
 EL CERRITO, CA

Job 7350

Drn: 4/11/2017

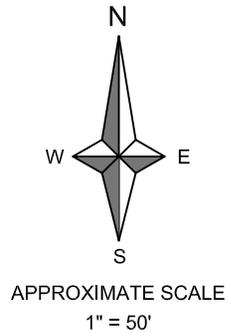
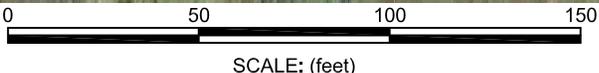
Figure No.

3



EXPLANATION:

B-1 = BORING LOCATION

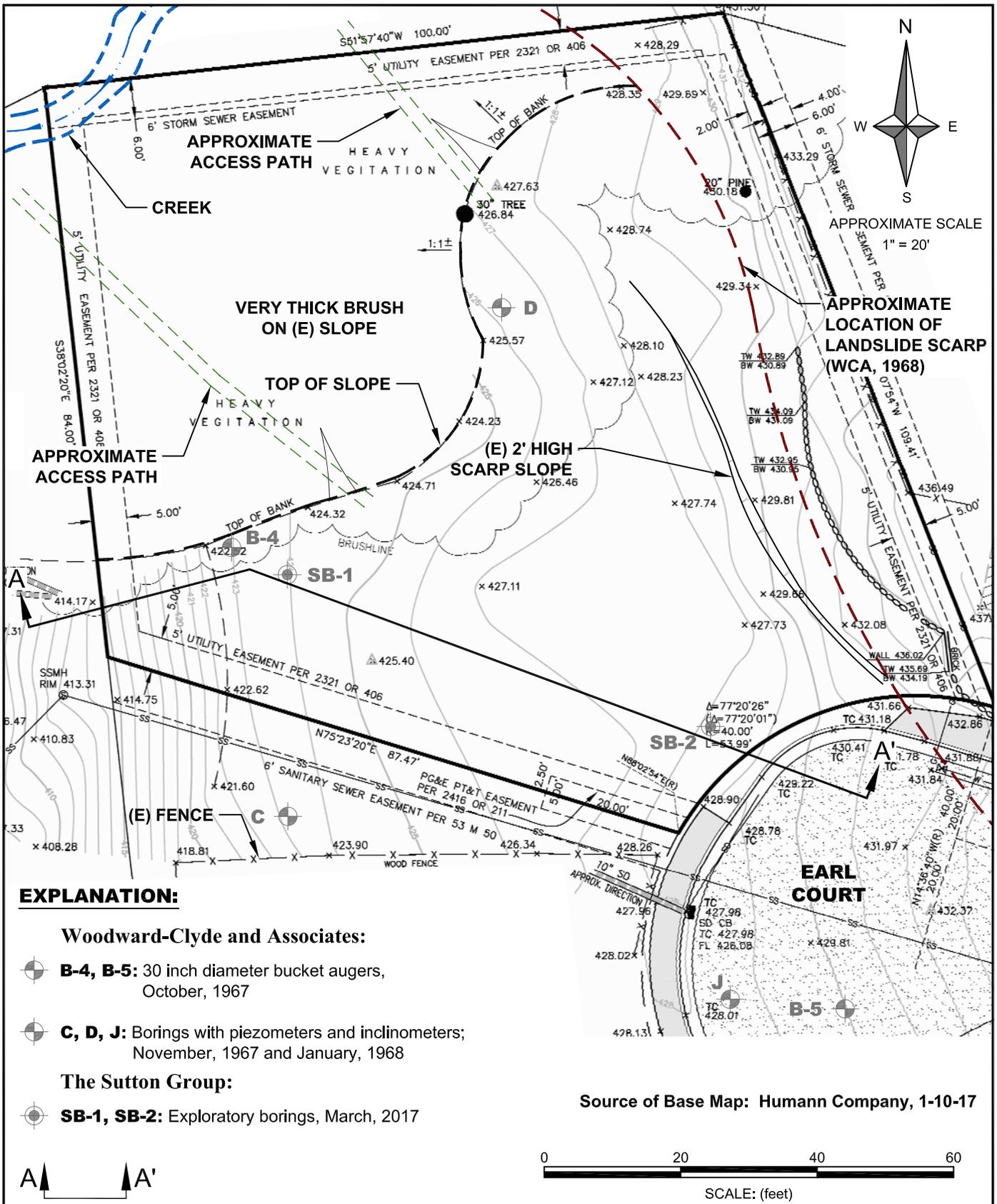


SOURCE: Landslide mapped by Woodward-Clyde & Associates, published July, 1968. Aerial Photo Base by Contra Costa Public Works Department, April, 2008

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AERIAL PHOTOGRAPH
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Job 7350 Drn: 4/18/2017
 Figure No. **4**



EXPLANATION:

Woodward-Clyde and Associates:

- B-4, B-5:** 30 inch diameter bucket augers, October, 1967
- C, D, J:** Borings with piezometers and inclinometers; November, 1967 and January, 1968

The Sutton Group:

- SB-1, SB-2:** Exploratory borings, March, 2017

Source of Base Map: Humann Company, 1-10-17



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BORING LOCATION MAP
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 EL CERRITO, CA

Job 7350

Dwn: 4/24/2017

Figure No.

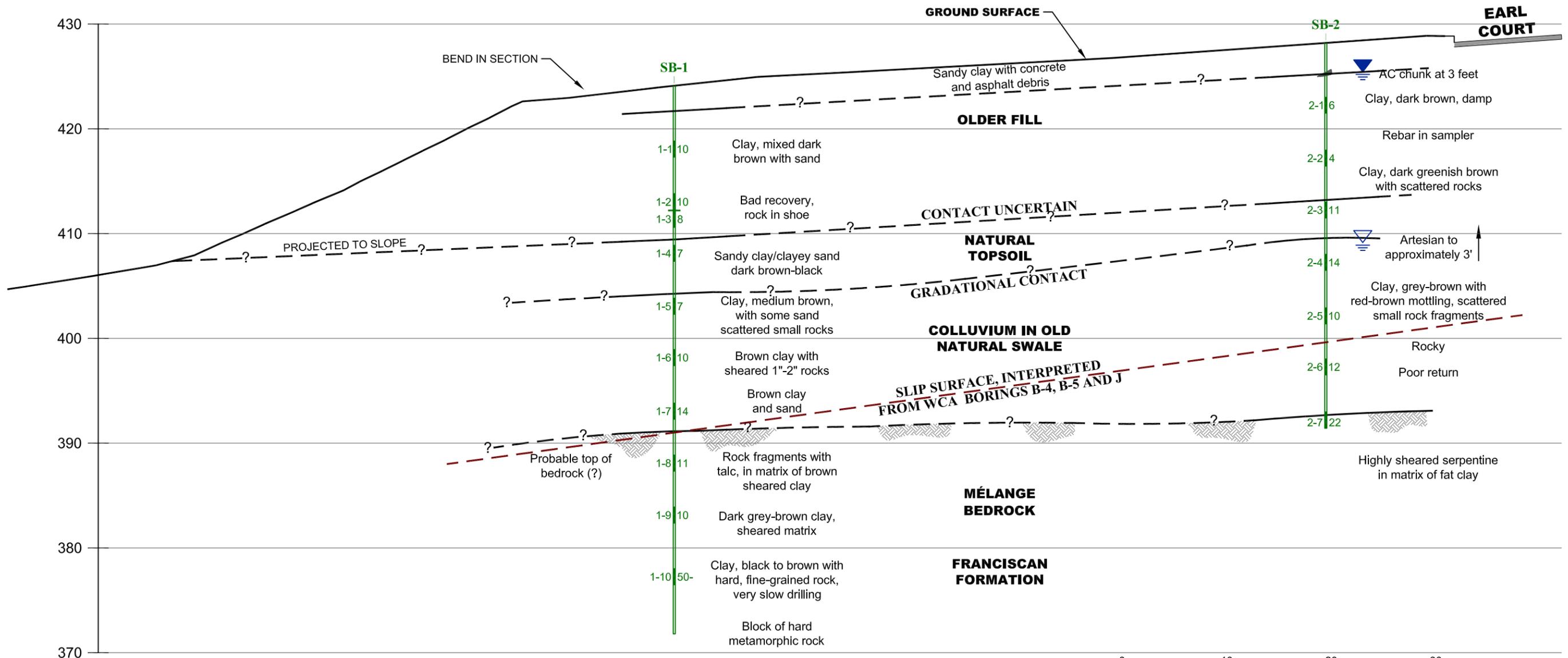
5

CROSS SECTION A-A'

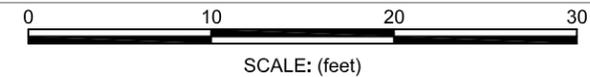
A

A'

ELEVATION, ft.
(From Topo Plan)



Note:
All soil descriptions are based on the exploratory borings logged by The Sutton Group (3-10-17 and 3-13-17)



Source of Topography: Human Company, 1-10-17

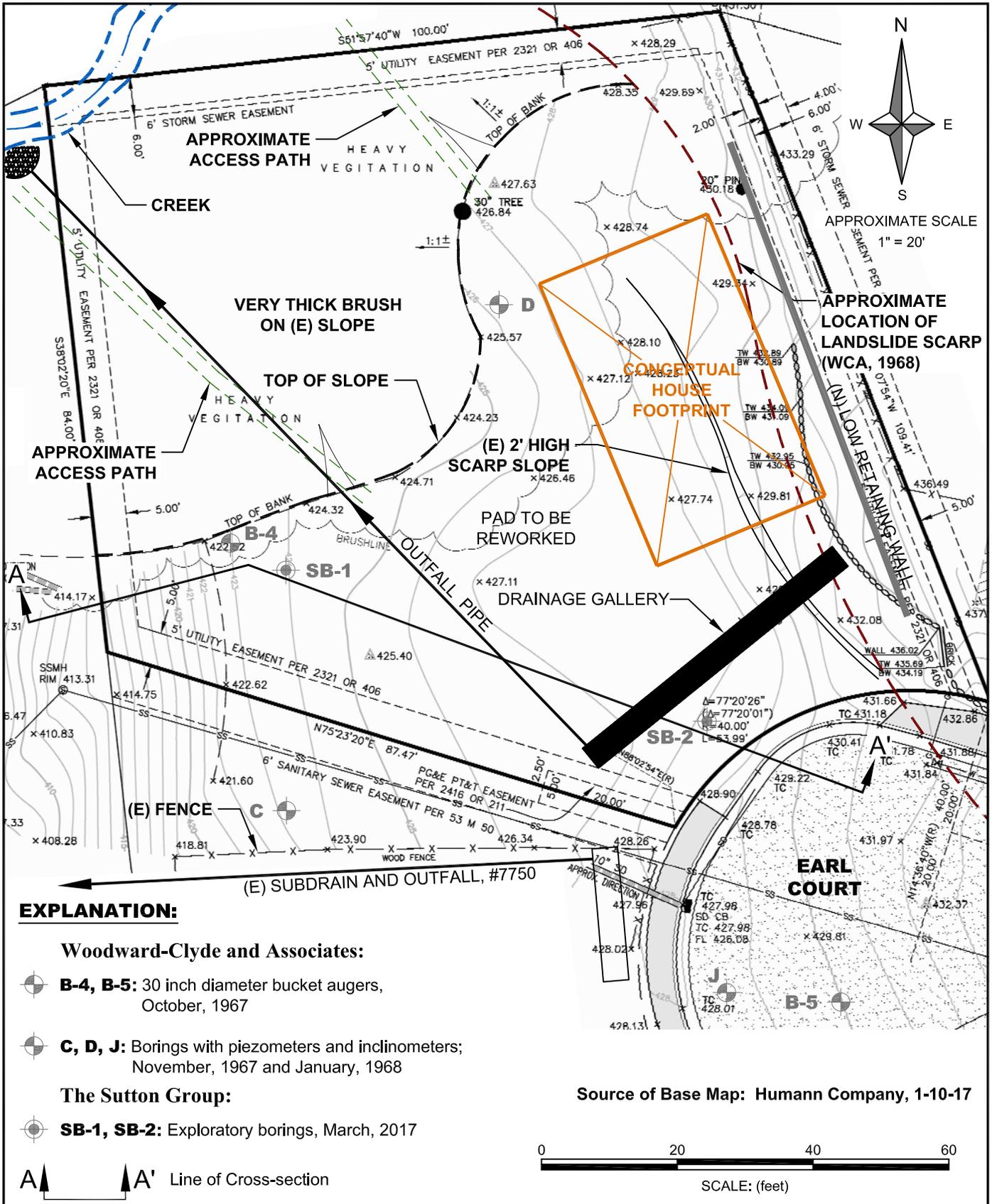
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CROSS SECTION A-A'
7755 EARL COURT
EL CERRITO, CA

Job 7350 Dwn: 4/20/2017

Figure No.

6



EXPLANATION:

Woodward-Clyde and Associates:

- B-4, B-5:** 30 inch diameter bucket augers, October, 1967
- C, D, J:** Borings with piezometers and inclinometers; November, 1967 and January, 1968

The Sutton Group:

- SB-1, SB-2:** Exploratory borings, March, 2017

Source of Base Map: Humann Company, 1-10-17

A **A'** Line of Cross-section



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CONCEPTUAL SITE DEVELOPMENT PLAN
 7755 EARL COURT
 EL CERRITO, CA

Job 7350 Dwn: 4/24/2017

Figure No.

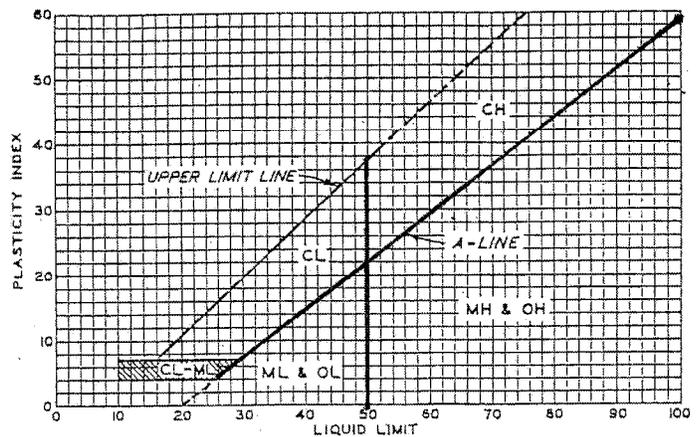
7

UNIFIED SOILS CLASSIFICATION SYSTEM

AFTER US ARMY CORPS OF ENGINEERS, AND ASTM D2287

Coarse Grained Soils (more than half of soil > No. 200 sieve)	Gravels (More than half of coarse fraction > no. 4 sieve size)	GW	Well graded gravels or gravel-sand mixtures, little or no fines	
		GP	Poorly graded gravels or gravel-sand mixtures, little or no fines	
		GM	Sandy gravels, gravel-sand-silt mixtures	
		GC	Clayey gravels, gravel-sand-silt mixtures	
	Sands (More than half of coarse fraction < no. 4 sieve size)	SW	Well graded sands or gravelly sands, little or no fines	
		SP	Poorly graded sands or gravelly sands, little or no fines	
		SM	Silty sands, sand-silt mixtures	
		SC	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity	
		Silts and Clays LL = < 50	ML	Inorganic silts and very fine sands, rock flour, silty fine sands or clayey silts with slight plasticity
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, lean clays
OL	Organic silts and organic silty clays of low plasticity			
Silts and Clays LL = > 50	MH		Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts	
	CH	Inorganic silts of high plasticity, fat clays		
	OH	Organic clays of high plasticity, organic silty clays, organic silts		
Highly Organic Soils		Pt	Peat and other highly organic soils	

Classification	Range of Grain Sizes		
	U.S. Standard Sieve Size	Grain Size In Millimeters	
Boulders	Above 12"	Above 305	
Cobbles	12" to 3"	305 to 76.2	
Gravel	3" to No. 4	76.2 to 7.76	
	coarse fine	3" to 3/4" 3/4" to No.4	76.2 to 4.76 19.1 to 4.76
Sand	No. 4 to No. 200	4.76 to 0.074	
	coarse	No.4 to No. 10	4.76 to 2.00
	medium	No. 10 to No. 40	2.00 to 0.420
	fine	No. 40 to No. 200	0.420 to 0.074
Silt and Clay	Below No. 200	Below 0.074	



Grain Size Chart

Plasticity Chart

RELATIVE DENSITY / FIRMNESS, BASED ON SPT BLOW COUNT

SANDS AND SILTS

Blows / Foot	Relative Density
0 - 4	Very Loose
4 - 8	Loose
8 - 30	Medium Dense
30 - 50	Dense
> 50	Very Dense

CLAYS

Blows / Foot	Relative Stiffness	Unconfined Strength (q _u , ksf)
< 2	Very Soft	< 0.5
2 - 4	Soft	0.5 - 1.0
4 - 8	Medium Stiff	1 - 2
8 - 20	Stiff	2 - 4
> 20	Very Stiff	4 - 8

WEATHERED BEDROCK

Blows / Foot	Relative Hardness
< 20	Severely Weathered
20 - 30	Firm
30 - 50	Medium Hard
50 - 80	Hard
> 80	Very Hard

0 THE SUTTON GROUP Geotechnical Engineers 370 Park St, Suite 13 Moraga, CA 94556 (925) 284-4208		Project No. 7350 Project Name: Earl Court		BORING LOG SB-1 Sheet 2 of 3	
DEPTH FEET	SAMPLE #, TYPE	BLOWS (N)	USCS CLASS	DESCRIPTION	DEPTH FEET
@20	1-5 C25	7	SC/ GC	Very Clayey SAND with much angular, sheared serpentine rock to 1/2", loose to medium dense, yellow-brown to green /olive with red-brown mottling; Colluvium DD= 108, w=19.3 %, PP = 1 1/4 tsf	
25	1-6 C25	10	SC-CL	Clayey SAND / sandy CLAY with gravel, with much sheared serpentine rock to 2" size; medium dense, moist, brown: Colluvium DD= 126, w=21.9 %, UCS=2,320 psf, PP = 2 1/2 tsf Continues easy drilling	
30	1-7 C25	14		Sandy CLAY, medium dense, dry to moist, medium brown to yellow-green, with much sheared serpentine rock. Colluvium DD= 105, w=18.1 %, UCS=2,320 psf, PP = 2 3/4 tsf No change in drilling resistance Approximate contact	
35	1-8 C25	11		Sandy CLAY with rocks and near-vertical shears, talc infill to 3/8" thick (dry) in upper tube: Olive brown clay in lower tube, stiff, moist, brown. Sheared Matrix of Franciscan Melange DD= 108, w=20.03 %, PP = 2 3/4 tsf Melange, Franciscan Formation (Bedrock)	
40	1-9 C25	10		SANDY CLAY with angular rock fragments throughout; "SHEARED MATRIX", stiff, moist, olive to dark green DD= 108, w=21.7 %, UCS=1,840 psf, PP = 1 1/4 tsf	
45				<i>Continued on Sheet 3</i>	

Blow counts corrected for sample diameter, only

S SAMPLER Type: SPT = 2" OD SPT; C20 = 2" ID California, C25 = 2 1/2 " ID California, ST = Shelby, P = Pitcher, PP=Pocket Penetrometer—tsf.
LABORATORY TESTS: DD = dry density, (dry unit weight) pcf; w = water content, %; LL= liquid limit, PI = plasticity index; EI =Expansion Index
UC=Unconfined strength, psf. DS= strength by direct shear, TS= strength by triaxial shear Φ = friction angle $^{\circ}$, c=cohesion intercept, psf.

DEPTH FEET	SAMPLE #, TYPE	BLOWS (N)	USCS CLASS	DESCRIPTION	DEPTH FEET
@45	1-10	19		As above: Clayey SAND with rocks, medium dense, very moist/wet, very dark green/black. SHEARED MATRIX w=19.5 % About 1 foot of water on sample barrel Block of hard metamorphic rock. Drilled from 48 to 52 feet depth in hard rock	
@	C25				
46.5	1-11 SPT				50/5"
50					
55				Practical rig refusal at 52 feet = Total Depth DRY, 1 hour after drilling Grouted: by 1:00pm.	
60					
65					

Blow counts corrected for sample diameter, only

S SAMPLER Type: SPT = 2" OD SPT; C20 = 2" ID California, C25 = 2½" ID California, ST = Shelby, P = Pitcher, PP=Pocket Penetrometer—tsf.
 LABORATORY TESTS: DD = dry density, (dry unit weight) pcf; w = water content, %; LL= liquid limit, PI = plasticity index; EI =Expansion Index
 UC=Unconfined strength, psf. DS= strength by direct shear, TS= strength by triaxial shear Φ= friction angle °, c=cohesion intercept, psf.

Project No. 7350	Date Drilled 3/10/2017	Drilling Company Gregg Drilling
Client Ms. Robin Fross	Drill Rig Model Mobile B61	Driller BrandonM.
Site address 7755 Earl Court, El Cerrito	Drilling Method/ Dia. 8½" x 3" Hollow Stemmed Auger	Sampling Method Calif 2.5" ID, SPT
Boring Location: 12' off curb, Earl Ct (circle)	Start Drilling @ 9am	End Drilling @ 2pm
Surface Elevation 428±	Datum: Stege San Dist.	water level 3 ft*
Logged By MCC	Humann Co Topo Survey 1/10/2017	Time/Date Drill

DEPTH FEET	SAMPLE #, TYPE	BLOWS/FT N*	USCS CLASS	DESCRIPTION	WATER DEPTH FEET
1			FILL	Grass, wet ground at surface Sandy CLAY with concrete and asphalt. Piece of concrete house footing nearby. Had to relocate rig due to asphalt chunk encountered at 2 ft depth. Clay is dark brown. FILL and Demolition debris.	1
5			CL	<i>Indistinct change</i> Sandy CLAY, medium stiff with rock fragments, dark brown and brown mottle. Disturbed Ground Landslide Debris DD= 104, w=21.9 %, UCS=2,320 psf, PP = 1¼ tsf	5
10	2-1 C25	6		@ 10 ft: <i>piece #4 rebar jammed between auger and inner rod.</i>	10
15	2-2 C25	4	CL	Sandy CLAY (greenish black) with rock fragments (serpentine) and ¼" to ½" rounded pebbles, medium stiff, very moist, Landslide debris Old Fill DD= 95, w=25.5 %, PP = 1 tsf	15
20			CL	<i>Indistinct change</i> Very Sandy CLAY, stiff, olive green to olive brown with rock fragments DD= 111, w=17.0 %, PP = 2¼ tsf	20
20	2-3 C25	11		@ 20 ft: Inner rod wet to 18 ft.. Water rose in auger to 3 ft, BGS within 5 minutes.	20
	2-4 C25	14			

Note: Blowcounts are corrected for sampler dia., only

SAMPLER Type: SPT = 2" OD SPT; C20 = 2" ID California, C25 = 2½" ID California, ST = Shelby, P = Pitcher, PP=Pocket Penetrometer—tsf.
 LABORATORY TESTS: DD = dry density, (dry unit weight) pcf; w = water content, %; LL= liquid limit, PI = plasticity index; EI =Expansion Index
 UC=Unconfined strength, psf. DS= strength by direct shear, TS= strength by triaxial shear ϕ= friction angle °, c=cohesion intercept, psf.

DEPTH FEET		SAMPLE #, TYPE	BLOWS (N)	USCS CLASS	DESCRIPTION	DEPTH FEET
@20	2-4 C25	14	SC/ GC	Clayey SAND and GRAVEL (rock fragments), medium dense, grey-brown with red-brown mottling; Colluvium DD= 133, w=14.6 %, UCS=2,220 psf		
25	2-5 C25	10		Clayey Sand with gravel, and sandy CLAY with fragments of serpentine and actinolite rock to 2" size, very moist, olive brown. Colluvium DD= 107, w=22.4 %, UCS=2,320 psf, PP = 2¾ tsf Much gravel: hard drilling		
30	2-6 C25	12		CLAY, sandy medium brown with many rock fragments Poor recovery		
Approximate contact						
35	2-7 C25	22		Pervasively sheared serpentine and fat clay matrix, hard, wet, blue-green/black. Franciscan Melange BEDROCK DD= 119, w=15.3 %, UCS=2,290 psf, PP = 1¾ tsf		
Boring terminated. Total Depth = 36.5 feet Static water at 3 feet depth after drilling. Grouted: by 130pm						
40						

Blow counts corrected for sample diameter, only

S SAMPLER Type: SPT = 2" OD SPT; C20 = 2" ID California, C25 = 2½" ID California, ST = Shelby, P = Pitcher, PP=Pocket Penetrometer—tsf.
 LABORATORY TESTS: DD = dry density, (dry unit weight) pcf; w = water content, %; LL= liquid limit, PI = plasticity index; EI =Expansion Index
 UC=Unconfined strength, psf. DS= strength by direct shear, TS= strength by triaxial shear ϕ = friction angle °, c=cohesion intercept, psf.

References

- Bishop, C.C, Knox, R. D, Chapman, R.H, Rogers, D.A, and Chase, G.B. 1973: Geological And Geophysical Investigations For Tri-Cities Seismic Safety And Environmental Resources Study. California Division Of Mines And Geology, Preliminary Report 19.
- California Division of Mining and Geology, January 1, 1982: Special Studies Zone maps of the Richmond Quadrangle [Alquist-Priolo]: Sacramento, Calif.,
- City of El Cerrito; Undated; Map showing Creeks and Drainages in El Cerrito
- City of El Cerrito: Undated; Storm Drain Sheet 24
- Crane, R.C. 1995; Geology Of Mount Diablo Region And East Bay Hills. in: Recent Geologic Studies of the San Francisco Bay Area, SEPM, Pacific Section, Vol. 76, p87-114
- Dibblee, T.W. Jr. 1980; Preliminary Geologic Map of the Richmond Quadrangle, Alameda and Contra Costa County. U S Geological Survey, OFR 80-1100;
- Dibblee, ... Edited by John Minch, DF-147, 2005.
- Friar, 2008: Geotechnical Investigation, Proposed Addition, Existing Residential Building, Lot 28, 7750 Earl Court, El Cerrito, California, dated May, 2008, prepared by Friar Associates, Incorporated, San Leandro, California
- Graymer, R.W., 2000: Geologic Map and Map Database of the Oakland Metropolitan Area, Alameda, Contra Costa and San Francisco Counties, California, U.S. Geological Survey MF 2342
- Humann, 2017: Topographic Survey, Lot 27, Tract 2042, Book 53, pp 48-50, CCCo Records; Robin Fross 7755 Earl Court, El Cerrito, California, dated 1/10/2017 by Humann Company, Inc., Lafayette, CA: Job 16161.
- Kropp, 1988: Foundation Investigation, Earl Court Residence, El Cerrito, California, dated July 6, 1988, File No. 1008-1, L 11230; by Alan Kropp & Associates, Berkeley, California [Geotechnical/foundation investigation for No. 7750 Earl Court]
- Nilsen, T.H., 1975: Preliminary Photointerpretation Map of Landslide and Other Surficial Deposits of The Richmond Quadrangle. U S Geological Survey, OFR 75-277-47
- Rogers, 1988: Grading Practices in the Development of Central Contra Costa County, by J. David Rogers in Field Trip Guide to the Geology of the San Ramon Valley and Environs, April 30, 1988, Northern California Geological Society.
- Steger Sanitary District: Portion of Sewer Map.
- WCA, 1968: Soil Investigation of the Earl Court Landslide, prepared for the City of El Cerrito, dated July 19, 1968, by Woodward Clyde and Associates, Oakland, California

AIR PHOTOGRAPHS UTILIZED

(From Pacific Aerial Surveys)

AV-11-02-06, 07, 08	B&W	Scale: 1:9600	Date: 3-24-47
AV-28-12-16, 17, 18, 19, 20;	B&W	Scale: 6,000	Date: 9-19-49
AV-337-10-17, 18;	B&W	Scale: 1:9600	Date: 7-8-59

Attachment 3

Offer of Compensation

Offer of Compensation to PG&E

The site of the proposed outlet is located in the far northeast corner of PG&E's vast swath of fallow ground, at the furthest location north from the existing transmission lines. This PG&E property is a grassy hillside bounded by the southern El Cerrito Natural Area parkland (APN 505-170-001) to the north, and Grantee's property to the east (a vacant lot).

The proposed drainage system will stabilize the unbuildable PG&E hillside and greatly reduce landslide risk. The proposed easement area consists of 1633 square feet, i.e. 0.0375 acres. It encompasses a fallow grassy hillside adjacent to willow scrub, and contains no subsurface structures or utilities of any kind; it is, by definition, unbuildable because of its proximity to the existing transmission lines.

Calculation of estimated property value take into account the pre-sale assessed value of this 7755 Earl Ct empty lot (0.25 acres) adjacent to the PG&E property, in its unbuildable state; per the Contra Costa County Assessor, the lot carried an assessment of \$97,230 prior to sale to Grantee. In its state without a subsurface drainage system, the City of El Cerrito has not allowed any structures to be built upon the 7755 Earl Ct property, which has been vacant for the past 50+ years since a landslide destroyed the original home on the lot.

PG&E acknowledges value of the easement acquisition area, and as it is considered perpetually unbuildable land for which the proposed drainage system will help stabilize against landslide, Grantee offered PG&E monetary compensation in the amount of \$3,500.

In conclusion, PG&E's Appraisal Department has determined that this offer of compensation is in line with typical easement valuation methodology and is supported by the departments review.

Attachment 4

Cat Exempt CEQA

Notice of Exemption

Appendix E

To: County Clerk
County of Contra Costa

From: City of El Cerrito
Community Development Department
10890 San Pablo Avenue
El Cerrito, CA 94530

Project Title: 7755 Earl Court – Residential Architectural Design (RAD)

Project Applicant: Robin Fross

Project Location - Specific: 7755 Earl Court, El Cerrito, Contra Costa County, California, 94530

Description of Nature, Purpose and Beneficiaries of Project:

Residential Architectural Design (RAD) of a new two-story residential structure in the RS-10 zoning district

Name of Public Agency Approving Project: City of El Cerrito

Name of Person or Agency Carrying Out Project: Property owner and applicant (Robin Fross)

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number(s):

Section 15303(a) – Class 3, New Construction of a new two-story single-family residence on an existing lot.

Reasons why project is exempt:

The project is exempt from the California Environmental Quality Act (CEQA) because the requested project is to construct a new two-story residence on a lot with the RS-10 zoning designation. This zoning district allows a single family residence as a permitted use. The Residential Architectural Design (RAD) process is to provide a courtesy notification to property owners within 300 feet of the proposed residence at 7755 Earl Court. Once this 14 day courtesy notice period ends, the project applicant can submit construction drawings, and a building permit to begin construction of the new single family residence. Approving a building permit is a ministerial action by the City of El Cerrito, and does not require an environmental review. As Section 15303(a) allows for the new construction of a new single family residence on an existing lot, and the City's RAD process is to provide a courtesy notification to property owners within 300 feet of the project, this project is exempt from CEQA.

Lead Agency

Contact Person: Elizabeth Dunn Area Code/Telephone/Extension: 510-215-4358

Signature: Elizabeth Dunn Date: 3-5-18 Title: Consulting Planner

Signed by Lead Agency

Authority cited: Sections 21083 and 21110, Public Resources Code.

Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

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

AT&T	Downey & Brand	Pioneer Community Energy
Albion Power Company	East Bay Community Energy	Praxair
Alcantar & Kahl LLP	Ellison Schneider & Harris LLP	
	Energy Management Service	
Alta Power Group, LLC	Engineers and Scientists of California	Redwood Coast Energy Authority
Anderson & Poole	Evaluation + Strategy for Social Innovation	Regulatory & Cogeneration Service, Inc.
	GenOn Energy, Inc.	SCD Energy Solutions
Atlas ReFuel	Goodin, MacBride, Squeri, Schlotz & Ritchie	
BART	Green Charge Networks	SCE
	Green Power Institute	SDG&E and SoCalGas
Barkovich & Yap, Inc.	Hanna & Morton	
P.C. CalCom Solar	ICF	SPURR
California Cotton Ginners & Growers Assn	International Power Technology	San Francisco Water Power and Sewer
California Energy Commission	Intestate Gas Services, Inc.	Seattle City Light
California Public Utilities Commission	Kelly Group	Sempra Utilities
California State Association of Counties	Ken Bohn Consulting	Southern California Edison Company
Calpine	Keyes & Fox LLP	Southern California Gas Company
	Leviton Manufacturing Co., Inc. Linde	Spark Energy
Cameron-Daniel, P.C.	Los Angeles County Integrated Waste Management Task Force	Sun Light & Power
Casner, Steve	Los Angeles Dept of Water & Power	Sunshine Design
Cenergy Power	MRW & Associates	Tecogen, Inc.
Center for Biological Diversity	Manatt Phelps Phillips	TerraVerde Renewable Partners
City of Palo Alto	Marin Energy Authority	Tiger Natural Gas, Inc.
	McKenzie & Associates	
City of San Jose	Modesto Irrigation District	TransCanada
Clean Power Research	Morgan Stanley	Troutman Sanders LLP
Coast Economic Consulting	NLine Energy, Inc.	Utility Cost Management
Commercial Energy	NRG Solar	Utility Power Solutions
County of Tehama - Department of Public Works		Utility Specialists
Crossborder Energy	Office of Ratepayer Advocates	
Crown Road Energy, LLC	OnGrid Solar	Verizon
Davis Wright Tremaine LLP	Pacific Gas and Electric Company	Water and Energy Consulting Wellhead Electric Company
Day Carter Murphy	Peninsula Clean Energy	Western Manufactured Housing Communities Association (WMA)
		Yep Energy
Dept of General Services		
Don Pickett & Associates, Inc.		
Douglass & Liddell		