

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 6054E
As of May 21, 2021

Subject: City Park at McCurry Street and Anderson Way, City of Wheatland Encroachment Identified Through PG&E's Electric Encroachment Program (EEP) Request for Approval Under Public Utilities Code Section 851 and General Order 173

Division Assigned: Energy

Date Filed: 01-13-2021

Date to Calendar: 01-15-2021

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	05-20-2021

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Kimberly Loo

415-973-4587

PGETariffs@pge.com

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov



January 13, 2021

Advice 6054-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: City Park at McCurry Street and Anderson Way, City of Wheatland Encroachment Identified Through PG&E's Electric Encroachment Program (EEP) – Request for Approval Under Public Utilities Code Section 851 and General Order 173

Purpose

Pacific Gas and Electric Company (PG&E) requests approval under Public Utilities Code Section 851 (Section 851) and General Order 173 to enter into an Agreement Regarding Improvements (Agreement) with City of Wheatland (Owner) to permit Owner's encroachments to remain within PG&E's easement area, as discussed below.

PG&E has inspected the encroachment area and has determined that the encroachment does not interfere with PG&E's operations or PG&E's ability to provide safe and reliable utility service to its customers.

Background

Under PG&E's Electric Encroachment Program (EEP), PG&E inspects the real property underlying and surround PG&E's electric lines for items like structures and vegetation that can interfere with PG&E's ability to maintain, inspect and safely operate its system.

The Owner is the fee title owner of a vacant parcel used as a city park located at McCurry Street and Anderson Way (Assessor's Parcel Number (APN) 015-703-006, Yuba County, Wheatland, California (Property)). PG&E holds an approximately 105 foot-wide easement (Easement) for its above ground electric transmission facilities, which is included as Attachment 1. During PG&E's EEP inspection, PG&E identified a faux rock wall, a picnic table, a play set, and other improvements associated therewith (Improvements) encroaching in PG&E's easement. The Improvements, covering approximately 225 square feet, are shown on Exhibit B of the proposed Agreement, which is included as Attachment 2.

The Easement prohibits the construction of improvements in the Easement area. In light of these encroachments, PG&E initiated communication with Owner to enter into the Agreement, which Owner signed. The Agreement prohibits the owner from altering the Improvements or rebuilding in the event the Improvements are demolished or destroyed. Owner agrees to maintain the Improvements that encroach into the Easement.

PG&E has conducted inspections of the Property, identified the encroachments, and determined that the Improvements as constructed do not interfere with PG&E's operations in the Easement area. PG&E can access its facilities for any maintenance or safety-related work if necessary. PG&E has determined that the Improvements do not interfere with the safe and reliable provision of utility service to customers.

The Agreement reserves PG&E's right to enforce the restriction in its Easement from any additional encroachments constructed in the Easement area. If PG&E determines that the Improvements will interfere with PG&E's full enjoyment of its rights under the Easement, PG&E will remove and replace Improvements at PG&E's expense.

PG&E has inspected the encroachment area and has determined that the encroachment does not interfere with PG&E's operations or PG&E's ability to provide safe and reliable utility service to its customers.

For the above reasons, the California Public Utilities Commission (CPUC or Commission) should approve this request under Section 851 to allow Owner to continue its existing use the Property in the specified Easement area. The Commission should find that the Agreement is not adverse to the public interest because it will not impair PG&E's provision of safe and reliable utility service.

Tribal Land Transfer Policy

On December 5, 2019, the Commission adopted a policy titled, "Investor-Owned Utility Real Property – Land Disposition - First Right of Refusal for Disposition of Real Property Within the Ancestral Territories of California Native American Tribes" (Policy). While the Policy notes that guidelines for its implementation are not yet in place, it directs investor-owned utilities to (1) notify the appropriate local Native American Tribes of any proposed dispositions of utility-owned real property that are subject to Section 851 and (2) to allow 90 days for the Tribes to respond as to their interest in purchasing the subject real property.

PG&E has entered into this Agreement accommodate the existing Improvement constructed on the Owner's fee-owned property. PG&E's rights under the existing Easement are limited those described in the Easement for the purpose of installing, maintaining, and operating overhead electric distribution lines and related facilities.

Therefore, PG&E does not have the ability to offer a first right of refusal to appropriate Native American Tribes because other than those utility-related its existing land rights relate only to operation of the gas facilities. Because PG&E understands the intent of the Policy to be the return the Tribal sacred places and cultural resources to the appropriate Tribes, PG&E is serving this advice letter on the Tsi Akim Maidu, United Auburn Indian Community of the Auburn Rancheria, and the Colfax-Todds Valley Consolidated Tribe to notify them of the proposed disposal.

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
Molly Zimney
Law Department
P.O. Box 7442
San Francisco, CA 94120
Telephone: (415) 973-6840
Facsimile: (415) 973-5520
Email: MEZ3@pge.com

City Manager
City of Wheatland
111 C Street,
Wheatland, CA 95692

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

The Owner is the fee title owner of certain real property in the City of Wheatland, Yuba County, State of California. The Property is located at McCurry Street and Anderson Way, Wheatland, California and is designated as APN 015-703-006, more specifically described in Attachment 2. The Property is currently being used as a public park containing a faux rock wall, picnic tables, play sets and other improvements.

PG&E owns an Easement on the Property for its above ground electric transmission facilities, consisting of an approximately 1255 foot long strip of land, approximately 105 feet wide. A more specific description of the easement can be found in Attachment 1.

(c) Intended Use of the Property:

The intended use of the Property is for the existing encroaching improvements to remain within the easement area with PG&E's consent. The encroaching improvements include a faux rock wall, a portion of concrete pad with picnic

tables on it, and a play set structure. These improvements and the encroachment area are depicted on Exhibit B of Attachment 2.

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

PG&E is not collecting any use fees associated with granting the Agreement. The Improvement within the Easement Area does not rise to the level of a right that has any realizable economic value to PG&E.

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

No Applicable.

(f) Statement on the Impact of the Transaction on Rate base and Any Effect on the Ability of the Utility to Serve Customers and the Public:

There are no changes to PG&E's rate base as a result of granting the proposed Agreement. This transaction will not impact PG&E's ability to provide safe and reliable service to its customers and public at large.

(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:

The proposed disposal under the Agreement does not rise to the level of a right that has any realizable economic value.

(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.

(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 General Order 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 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.

(Not a "Project" Under CEQA)

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

Approval of this Agreement is not a project for purposes of CEQA review as no physical change to the property will result from the approval of the Agreement, as the Improvements have already been constructed.

Protests

*****Due to the COVID-19 pandemic and the shelter at home orders, PG&E is currently unable to receive protests or comments to this advice letter via U.S. mail or fax. Please submit protests or comments to this advice letter to EDTariffUnit@cpuc.ca.gov and PGETariffs@pge.com*****

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or E-mail, no later than February 2, 2021, which is 20 days after the date of this submittal. Protests must be submitted to:

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

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

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

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

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 letter become effective on February 12, 2021, which is 30 days from 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	PG&E's Easement
Attachment 2	Encroachment Agreement

***** SERVICE LIST Advice 6054-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
Public Advocates Office
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

*****AGENCIES*****

Yuba County Clerk
915 8^o Street #107
Marysville, CA 95901
(530) 749-7850
clerk@co.yuba.ca.us

*****3rd Parties*****

City Manager
City of Wheatland
111 C Street,
Wheatland, CA 95692
jgoodwin@wheatland.ca.gov

*****Tribes*****

Tsi Akim Maidu
Grayson Coney, Cultural Director
P.O. Box 510
Browns Valley, CA 95918
(530) 383-7234
Tsi-akim-maidu@att.net

United Auburn Indian Community of the Auburn
Rancheria
Gene Whitehouse, Chairperson
10720 Indian Hill Road
Auburn CA 95603
(530) 883-2390
bguth@auburnrancheria.com

Colfax-Todds Valley Consolidated Tribe
Pamela Cubbler, Treasurer
P.O. Box 4884
Auburn, CA 95604
(530) 320-3943
pcubbler@colfaxrancheria.com

Colfax-Todds Valley Consolidated Tribe
Clyde Prout, Chairperson
P.O. Box 4884
Auburn, CA 95604
(530) 577-3558
miwokmaidu@yahoo.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 U39E)

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Kimberly Loo

Phone #: (415)973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: KELM@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) #: 6054-E

Tier Designation: 2

Subject of AL: City Park at McCurry Street and Anderson Way, City of Wheatland Encroachment Identified Through PG&E's Electric Encroachment Program (EEP) – Request for Approval Under Public Utilities Code Section 851 and 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: 2/20/21

No. of tariff sheets: 0

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

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

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

Tariff schedules affected: N/A

Service affected and changes proposed¹: N/A

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

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

PG&E's Easement

INDEXED

2114-05-0190
200106374

1/4

Wheatland 60kV Modification

OFFICIAL RECORDS
RECORDED AT REQUEST OF
~~PACIFIC GAS AND ELECTRIC CO.~~

AFTER RECORDING, RETURN TO:

2001 JUN -6 AM 11:01

PACIFIC GAS AND ELECTRIC COMPANY

YUBA CO. RECORDER
FRANCES J. FAIREY

Land Department
460 Rio Lindo Avenue
Chico, California 95926

FEE 20⁰⁰

Location: City/Unit Wheatland

Recording Fee \$ 20.00

Document Transfer Tax \$ 0

- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances

Remaining at Time of Sale

Ronald W. Chandler
Signature of declarant or agent determining tax

TAX 0
EXEMPT 06
JA INCORP.
CITY _____

AGREEMENT
MODIFYING AN EASEMENT

Compared

TOWER WHEATLAND, LLC, a California limited liability company,

hereinafter called first party, makes this agreement with PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, affecting the lands of first party, situate in the County of Yuba, and described as follows:

(APN: 15-360-044)

The parcel of land conveyed in the deed from Western Land Office, LLC, to Tower Wheatland, LLC, recorded September 7, 2000 as Recorder's Serial Number 20008891, Yuba County Records.

Second party is the owner of the following right of way and easement across first party's said lands:

The right of way and easement described in the deed from Adelaide D. Dam to Bay Counties Power Company, predecessor in interest of second party, dated October 9, 1900 and recorded in Book No. 49 of Deeds at page 52, Yuba County Records.

Second party desires, and first party is willing, to modify the right of way and easement set forth in said deed dated October 9, 1900 as follows:

1. By adding the following rights:

(a). the right to erect, construct, reconstruct, replace, remove, maintain and use two lines of poles with such wires and cables as second party shall from time to time suspend therefrom for the transmission of electric energy, and for communication purposes, and all necessary and proper crossarms, guys, anchors and other appliances and fixtures for use in connection with said poles, wires and cables within the parcel of land described in Exhibit "A" and shown on Exhibit "B" both of which are attached hereto and made a part hereof;

(b). the right of ingress to and egress from the parcel of land described in said Exhibit "A" and shown on said Exhibit "B", over and across the parcel of land conveyed in said deed recorded September 7, 2000 by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to first party;

(c). the right from time to time to trim and to cut down and clear away or otherwise destroy any and all trees and brush now or hereafter within the parcel of land described in said Exhibit "A" and shown on said Exhibit "B"; provided, however, that all trees which second party is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of first party, but all branches, brush, and refuse wood shall be burned, removed, or chipped and scattered, by second party.

2. By removing the following language from said deed dated October 9, 1900:

"For the purpose of erecting and maintaining pole lines for the conducting and transmitting of electricity, together with all necessary and convenient means of ingress and egress to and from said right of way, for the purpose of looking after, erecting, maintaining and protecting said lines in the most practicable and convenient manner, and the right to clear away all brush and trees for a distance of 50 feet on each side of said pole lines measured at right angles from the said lines, when such brush or trees are considered by said Bay Counties Power Company, or its agents to be obstructions or dangerous to the satisfactory operation of said pole lines. When said brush or trees are cut down the wood so cut shall be my property, and said Bay Counties Power Company agrees to burn all brush cleared away from said lines by it or its agents."

First party reserves the right to use the parcel of land described in said Exhibit "A" and shown on said Exhibit "B", for purposes which will not interfere with second party's full enjoyment of the rights hereby granted; provided that second party shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction, or diminish or substantially add to the ground cover, or construct any fences that will interfere with the maintenance and operation of said facilities.

NOW, THEREFORE, in consideration of the foregoing and, for good and valuable consideration paid to first party by second party, the receipt of which is hereby acknowledged, the parties hereto agree that said right of way and easement set forth in said deed dated October 9, 1900 shall be modified in the manner and to the extent hereinbefore stated and first party hereby grants to second party the rights necessary to effect such modification.

Except as expressly set forth herein, this agreement shall not in any way alter, modify, or terminate any provision of said deed dated October 9, 1900.

This agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this agreement this 22nd day of May, ~~19~~ 2001.

First Party:

Second Party:

TOWER WHEATLAND, LLC,
a California limited liability company

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By Stephen Macker

Robert L. Olivieri
Robert L. Olivieri
Senior Land Projects Specialist

By _____

Northern Region
Sierra Division
Sec. 17 of Johnson Rancho
(T 14 N), (R 5 E), MDB&M
(Sec. 34, NE4)
Aff: 2114-05-0024
SO# 2005077
Prepared: LRO
Checked: DPM

EXHIBIT "A"

P.G.& E. EASEMENT
OVER THE LANDS OF TOWER WHEATLAND, LLC

All that certain real property situate in a portion of Parcel B as shown on the Final Map of "SUNRISE/WHEATLAND No. 1" as filed for record in Book 32 of Maps, at Page 42 Records of Yuba County also being a portion of the Lands of Tower Wheatland, LLC as described in Instrument Number 2000-8891 O.R.Y.C also being a portion of the Section 17, as shown upon the map entitled "Johnson Rancho" on file in the office of the County Recorder of the County of Yuba, State of California, and being more particularly described as follows:

Commencing at the Northeasterly corner of said Parcel B; thence South 26°09'37" East along the East line of said Parcel B, a distance of 385.01 feet to the **TRUE POINT OF BEGINNING**; thence from the **TRUE POINT OF BEGINNING** and continuing South 26°09'37" East along said East line, a distance of 152.24 feet; thence South 59°55'10" West, a distance of 137.46 feet; thence South 42°38'19" West, a distance of 1,107.76 feet; thence North 26°01'16" West, a distance of 105.65 feet; thence North 42°30'56" East, a distance of 1,255.63 feet to the **POINT OF BEGINNING**.

Containing 2.942 acres, more or less.

See attached Exhibit "B" and made apart of.

END OF DESCRIPTION.

DESCRIPTION PREPARED BY:
MACKAY & SOMPS CIVIL ENGINEERS, INC.

1552 Eureka Road, Suite 100
Roseville, California 95661-2944

[Handwritten signature]

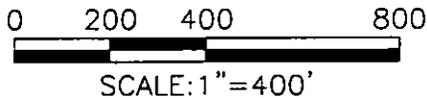
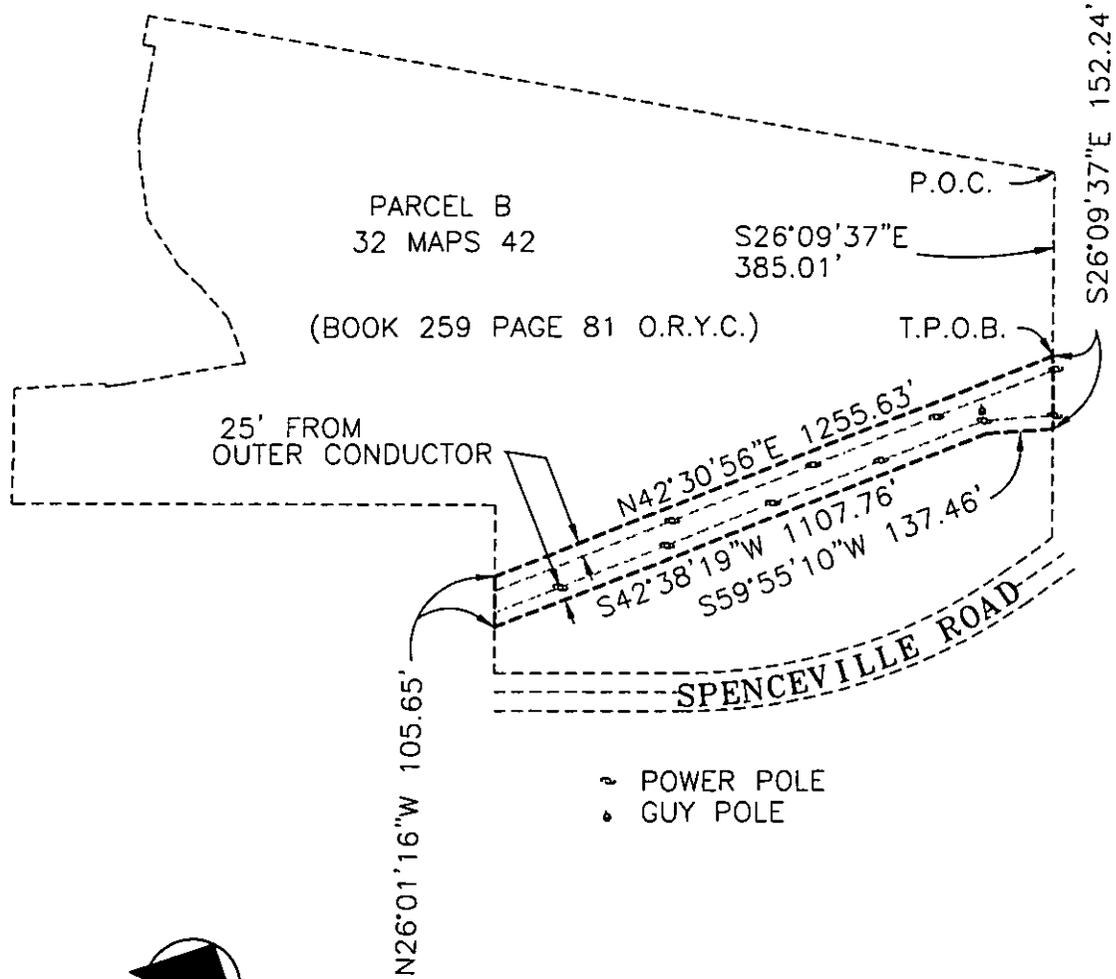
Douglas R. Owyang, P.L.S. 6046
License Exp. Date: 6-30-01

April 27, 2001



5/6

A PORTION OF SECTION 17 OF THE JOHNSON RANCHO
YUBA COUNTY, CALIFORNIA



This exhibit is for graphic purposes only. Any errors or omissions on this exhibit shall not affect the deed description.

P.G. & E. CO.
COPY

PAGE 2 OF 2

EXHIBIT "B"
PROPOSED P.G. & E. EASEMENT
PARCEL B, 29 MAPS 42
WHEATLAND, CA

MACKAY & SOMPS
CIVIL ENGINEERS, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
ROSEVILLE, CALIFORNIA

DWK	1"=400'	04/16/01	18178-00
DRAWN BY	SCALE	DATE	JOB NO.

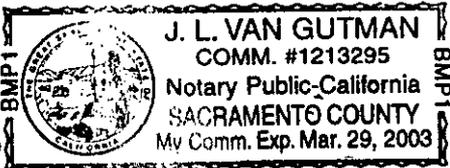
STATE OF CALIFORNIA }
 COUNTY OF Sacramento } SS.

On May 22, 2001 before me, the undersigned, a Notary Public for said State, personally appeared Robert L Olivieri

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

WITNESS my hand and official seal.

J. L. Van Gutman
Signature



CAPACITY CLAIMED BY SIGNER

Individual(s) Signing For Oneself/Themselves

Corporate Officer(s) of the Above Named Corporation(s)

Guardian of the Above Named Individual(s)

Partner(s) of the Above Named Partnership(s)

Attorney(s)-in-Fact of the Above Named Principal(s)

Trustee(s) of the Above Named Trust(s)

Other representing PGE

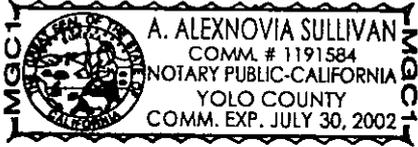
STATE OF CALIFORNIA }
 COUNTY OF Yolo } SS.

On May 24, 2001 before me, the undersigned, a Notary Public for said State, personally appeared Stephen marks

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

WITNESS my hand and official seal.

A. Alexnovia Sullivan
Signature



CAPACITY CLAIMED BY SIGNER

Individual(s) Signing For Oneself/Themselves

Corporate Officer(s) of the Above Named Corporation(s)

Guardian of the Above Named Individual(s)

Partner(s) of the Above Named Partnership(s)

Attorney(s)-in-Fact of the Above Named Principal(s)

Trustee(s) of the Above Named Trust(s)

Other Managing Member of Tower Wheatland, LLC

Attachment 2

Encroachment Agreement

RECORDING REQUESTED BY AND 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

Signature of declarant or agent determining tax

(APN 015-703-006)
LD# 2114-05-0208

AGREEMENT REGARDING IMPROVEMENTS

This Agreement Regarding Improvements (this "**Agreement**") is made and entered into this 12th day of September, 2018 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and the CITY OF WHEATLAND, a public body of the State of California, hereinafter called "**City**."

RECITALS

A. The City of Wheatland ("**City**") is the fee title owner of certain real property within the City of Wheatland, County of Yuba, State of California, Assessor's Parcel Number 015-703-006 (hereinafter, the "**Property**") legally described in **Exhibit "A"** attached hereto and made a part hereof.

B. PG&E is the owner of that certain easement and right-of-way (the "**Easement**") for overhead electric distribution and transmission facilities and for all other purposes connected therewith, as set forth in the Grant of Easement dated October 9, 1900 and recorded in Book 49 of Deeds at Page 52, Yuba County Records and the Agreement Modifying an Easement dated May 22, 2001 and recorded as Document Number 200106374, Yuba County Records. The Agreement Modifying an Easement was granted by Tower Wheatland, LLC, the City's predecessor-in-interest. The portion of the Property encumbered by the Easement and Agreement Modifying an Easement and the Amendment Agreement are hereinafter referred to as the "**Easement Area**."

C. After Tower Wheatland, LLC entered into the Agreement Modifying an Easement with PG&E, Tower Wheatland, LLC dedicated the Property to the City for use as a developed park. When the City obtained fee title to the Property, the Agreement Modifying an Easement provided as follows:

First party reserves the right to use the parcel of land described in said Exhibit "A" and shown on said Exhibit "B", for purposes which will not interfere with second party's full enjoyment of the rights hereby granted; provided that second party shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction, or diminish or substantially add to the ground cover, or construct any fences that will interfere with the maintenance and operation of said facilities.

The Agreement Modifying an Easement defined Tower Wheatland, LLC as the "first party" and PG&E as the "second party." Thus, the Agreement Modifying an Easement did not prohibit the City from constructing improvements within the Easement Area.

D. The City subsequently developed a park on the Property and installed playground equipment typical of developed parklands. The park opened for public use shortly thereafter.

E. In January 2017, PG&E requested, and the City agreed, to the Amendment Agreement dated January 19, 2017 recorded as Recorder's Serial Number 2017-001269, Yuba County Records. The Amendment Agreement substituted "first party" for "second party" in the second portion of the sentence of the Agreement Modifying an Easement quoted above in Paragraph C. As amended in January 2017, the Easement now provides in part that "first party shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction, or diminish or substantially add to the ground cover, or construct any fences that will interfere with the maintenance and operation of said facilities."

F. Many years before the Amendment Agreement became effective, the City had constructed playground structures and other improvements consistent with the Property's use as a developed public park (the "**Improvements**") on the Easement Area, and those Improvements have been in public parkland use, without incident or interference with PG&E's full enjoyment of the rights under the Easement, for approximately twelve (12) years prior to the Amendment Agreement taking effect. The portion of the Easement Area upon which the Improvements were constructed (the "**Encroachment Area**") is outlined by the heavy dashed lines and shown on the map labeled **Exhibit "B"** attached hereto and made a part hereof.

G. PG&E has determined that the Encroachments do not interfere with the present full use of the Easement Area by PG&E, as confirmed by the lengthy use of the Easement with the Improvements in place, and PG&E is therefore willing to agree to allow such encroachment on the Easement Area on the terms and subject to the conditions set forth herein.

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

1. Consent to Encroachment. PG&E hereby consents to the encroachment of the Improvements onto the Easement Area by approximately 0 to 11 feet, in the manner and location as more specifically set forth in Exhibit "B" subject to the terms and conditions set forth herein.

2. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and City shall not commence any activity hereunder, unless and until the California Public Utilities Commission (the "CPUC") approves this Agreement by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC), and the terms and conditions of such CPUC approval are satisfactory to PG&E in its sole and absolute discretion. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC (Disposition Letter Advice Letter Decision) _____, in like manner as though said provisions were set forth in full herein.

3. **Termination; Restoration.** The Parties acknowledge that the City's existing park facilities have not interfered with PG&E's full enjoyment of the rights granted under the Easement or with the maintenance and operation of PG&E's facilities. Should PG&E elect to modify or construct new facilities within the Easement, those facilities must be consistent with the restrictions contained in Paragraph 1(a) of the Agreement Modifying an Easement, and if PG&E determines that, once the new facilities are in place, the Improvements will interfere with PG&E's full enjoyment of its rights under the Easement, PG&E, at its own sole cost and expense, shall be responsible for removing all Improvements that encroach upon the Easement Area with minimal damage to the remaining developed park features of the Property. PG&E shall pay the entire cost of such removal and restoration, and the City shall have no liability for any costs caused by or related to any such termination. The City agrees to allow access to PG&E onto the Property for such purpose.

4. Indemnification; Release.

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

notice from PG&E shall defend such action or proceeding at City's sole expense, with counsel selected at City's reasonable discretion.

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

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

6. Alterations. Except for the Improvements authorized pursuant to this Agreement or with the advance written consent of PG&E in a subsequent agreement, City shall not construct any additional buildings or structures on the Easement Area, nor shall City make any alteration, addition or improvement to the Easement Area that would increase the Encroachment Area, either horizontally or vertically.

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

8. Condition of Easement Area. City accepts the Encroachment Area and the Easement Area in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Easement Area. City understands that numerous hazards, environmental or otherwise, may be located in, on, or underlying the Easement Area, and that hazardous materials may be used in connection with PG&E facilities that may be operated in the Easement Area, and agrees that entry onto the Easement Area is at City's sole risk and expense.

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

10. Reserved Rights. PG&E reserves the right to use the Easement Area, consistent with the terms of the Easement, the Agreement Modifying an Easement, and the Amendment Agreement for such purposes as it may deem necessary or appropriate if, and whenever, in the

interest of its service to its patrons or consumers or the public, it shall appear necessary or desirable to do so. Furthermore, PG&E reserves the right to restrict access to the Easement Area if emergency repairs or maintenance are required to PG&E facilities in the vicinity of the Easement Area.

11. Insurance. Prior to the Effective Date of this Agreement, City shall procure, and thereafter City shall carry and maintain in effect at all times the following insurance: Worker's Compensation in compliance with applicable labor codes, acts, laws or statutes, state or federal, where City performs work and Employer's Liability insurance with limits not be less than \$1,000,000 for injury or death, each accident; Commercial General Liability for bodily injury and property damage with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate; Business Auto, code 1 "any auto" combined single limit no less than \$1,000,000 each accident. City is also responsible for causing its agents, contractors and subcontractors to comply with the insurance requirements of this Agreement at all relevant times.

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

If to PG&E:

Manager, Encroachment Management
Pacific Gas and Electric Company
6111 Bollinger Canyon Road
San Ramon, CA 94583

With a copy to:

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

If to City:

City Manager
City of Wheatland
111 C Street
Wheatland, CA 95692

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

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

15. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns (subject to the provisions of Section 16 below). No assignment or delegation by City, whether by operation of law or otherwise, shall relieve City of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of City hereunder shall run with the land.

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

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

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

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

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

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

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

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

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

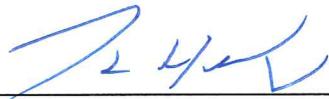
"PG&E"

"City"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

CITY OF WHEATLAND,
a public body of the State of California

By: _____
Robert L. Jones



Joseph Henderson

Its: Manager
Land Rights

Mayor

Administrative Information

Area: 6

Land Service Office: Sacramento

Operating Department: Electric Distribution, Electric Transmission

USGS location (MDM, T14N, R5E, Sec. 34, SW ¼)

FERC License Number(s): N/A

PG&E Drawing Number(s): SL-1381

PLAT NO. R-2718

LD of any affected documents: 2114-05-0024, 2114-05-0190, 2114-05-0207

LD of any Cross-referenced documents: N/A

TYPE OF INTEREST: 03, 06, 11e, 42, 43

SBE Parcel Number: N/A

(For Quitclaims, % being quitclaimed) N/A

PM #: 42709147

JCN: 06-16-065

County: Yuba

Utility Notice Numbers: N/A

851 Approval Application No. _____ Resolution _____

Prepared By: CLGi

Checked By: R1Ls

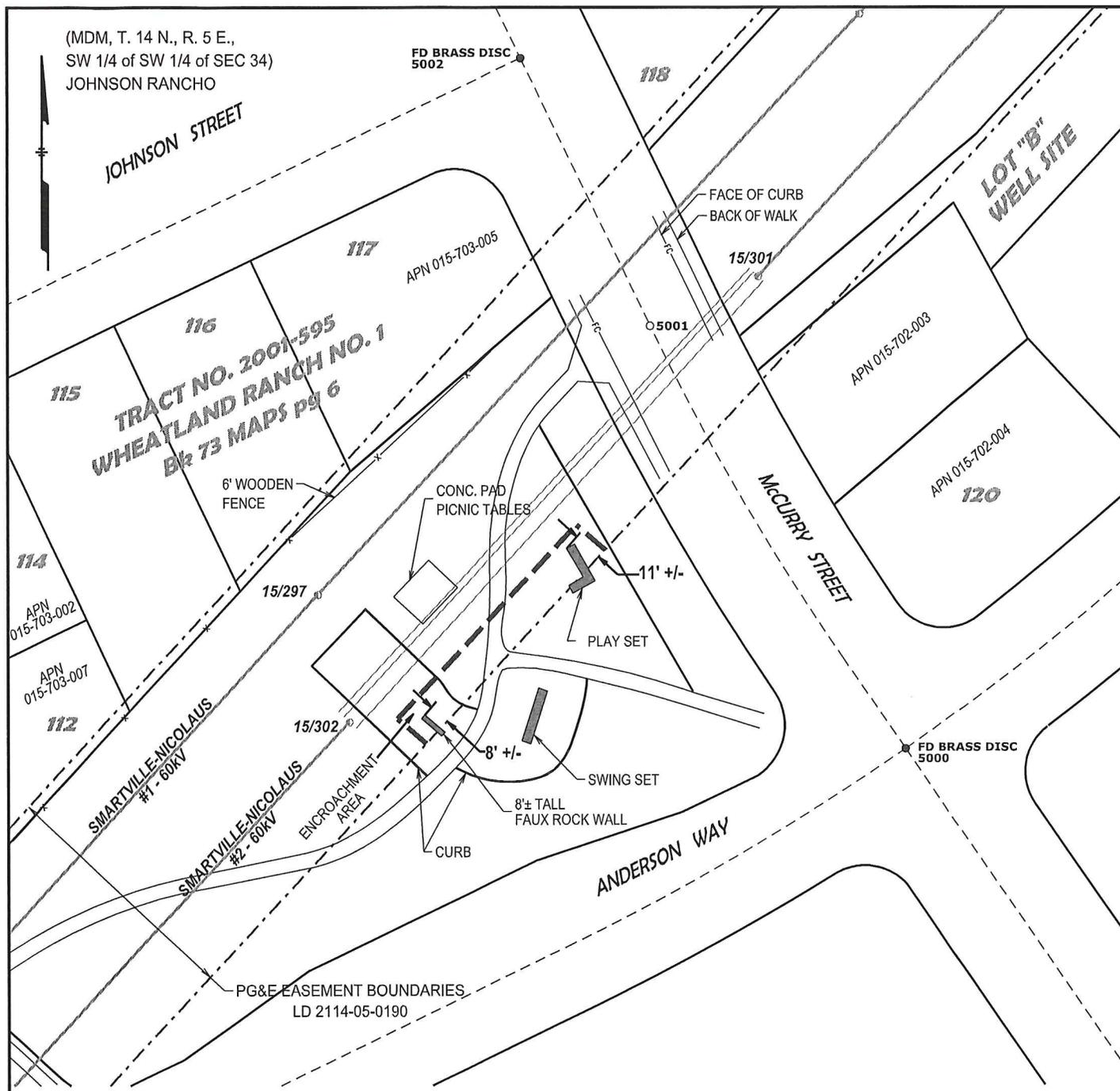
Revision Number: N/A

Note:

EXHIBIT "A"
Property Description

Lot A as shown upon the map entitled "Tract No. 2001-595 Wheatland Ranch No. 1" filed for record October 5, 2001 in Book 73 of Maps at page 6, Yuba County Records.

(MDM, T. 14 N., R. 5 E.,
SW 1/4 of SW 1/4 of SEC 34)
JOHNSON RANCHO



CONROL TABLE

NAME	NORTHING	EASTING	ELEVATION	DESCRIPTION
5000	2132667.56	6728337.60	91.92	BRASS DISC IN MON WELL
5001	2132834.76	6728236.62	91.48	FD 3/4" IRON PIPE
5002	2132940.76	6728185.34	90.31	BRASS DISC IN MON WELL

NOTES

MONUMENTS FOUND ARE SHOWN ON THE SUBD MAP IN BK 73 OF MAPS PG 6



LOOKING NORTHEAST
TOWARDS MCCURRY ST.

AUTHORIZATION
42709147

BY: T. T2M7
DR: EK2 / C1R8
CH: KDPA
O.K. KDPA
DATE: 07/05/17

EXHIBIT "B"
SMARTVILLE-NICOLAUS 60KV
WHEATLAND PLAYGROUND ENCROACHMENT

PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



JCN: 06-16-065
AREA: N. VALLEY
COUNTY: YUBA
SCALE: N.T.S.

SHEET NO. 1 OF 1
DRAWING NUMBER SL-1381
CHANGE N/A

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of yuba)
On September 12 2018 before me, Shawna Humphries, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Joseph Henderson
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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

AT&T
Albion Power Company

Alta Power Group, LLC
Anderson & Poole

Atlas ReFuel
BART

Barkovich & Yap, Inc.
California Cotton Ginners & Growers Assn
California Energy Commission

California Hub for Energy Efficiency
Financing

California Alternative Energy and
Advanced Transportation Financing
Authority
California Public Utilities Commission
Calpine

Cameron-Daniel, P.C.
Casner, Steve
Cenergy Power
Center for Biological Diversity

Chevron Pipeline and Power
City of Palo Alto

City of San Jose
Clean Power Research
Coast Economic Consulting
Commercial Energy
Crossborder Energy
Crown Road Energy, LLC
Davis Wright Tremaine LLP
Day Carter Murphy

Dept of General Services
Don Pickett & Associates, Inc.
Douglass & Liddell

East Bay Community Energy Ellison
Schneider & Harris LLP Energy
Management Service
Engineers and Scientists of California

GenOn Energy, Inc.
Goodin, MacBride, Squeri, Schlotz &
Ritchie

Green Power Institute
Hanna & Morton
ICF

IGS Energy
International Power Technology
Intestate Gas Services, Inc.
Kelly Group
Ken Bohn Consulting
Keyes & Fox LLP
Leviton Manufacturing Co., Inc.

Los Angeles County Integrated
Waste Management Task Force
MRW & Associates
Manatt Phelps Phillips
Marin Energy Authority
McKenzie & Associates

Modesto Irrigation District
NLine Energy, Inc.
NRG Solar

Office of Ratepayer Advocates
OnGrid Solar
Pacific Gas and Electric Company
Peninsula Clean Energy

Pioneer Community Energy

Redwood Coast Energy Authority
Regulatory & Cogeneration Service, Inc.
SCD Energy Solutions
San Diego Gas & Electric Company

SPURR
San Francisco Water Power and Sewer
Sempra Utilities

Sierra Telephone Company, Inc.
Southern California Edison Company
Southern California Gas Company
Spark Energy
Sun Light & Power
Sunshine Design
Tecogen, Inc.
TerraVerde Renewable Partners
Tiger Natural Gas, Inc.

TransCanada
Utility Cost Management
Utility Power Solutions
Water and Energy Consulting Wellhead
Electric Company
Western Manufactured Housing
Communities Association (WMA)
Yep Energy