

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



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 6133E
As of April 26, 2021

Subject: Encroachment Agreement with Stephen and Rita Twet Request for Approval Under Section 851 and General Order 173

Division Assigned: Energy

Date Filed: 03-24-2021

Date to Calendar: 03-26-2021

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	04-23-2021

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Annie Ho

415-973-8794

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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



March 24, 2021

Advice 6133-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Encroachment Agreement with Stephen and Rita Twet Request for Approval Under Section 851 and General Order 173

Purpose

Pacific Gas and Electric Company (PG&E) requests Public Utilities Commission (Commission) approval under Public Utilities Code Section 851 and General Order 173 to execute an Encroachment Agreement (the Agreement) to allow improvements owned by adjacent property owners (APOs) Stephen R. Twet and Rita A. Twet, to remain on PG&E's real property located at Bass Lake in unincorporated Madera County. The Agreement is attached as Attachment 1.

PG&E has inspected the location of the improvements on its property and has determined that the continued use of the improvements does not interfere with PG&E's operations or PG&E's ability to provide safe and reliable utility service to its customers. In addition, executing this Agreement will not be adverse to the public interest.

Background

PG&E is the owner of a parcel of land in and around Bass Lake, containing approximately 276.44 acres (PG&E Property) for the purposes of electric hydrogeneration. APOs own a certain parcel of land that shares the southwesterly boundary line with the PG&E Property at 38942 Lake Point Court, Bass Lake, CA.

APOs' structures consist of: a single-story deck (374 square feet); a two-story deck, an upper deck (170 square feet), and a lower deck (912 square feet); a hot tub (65.61 square feet); stairs; and a concrete walkway (136 ft. in length). The above structures (Encroachments) encroach onto the PG&E Property. The Encroachments are shown in detail in Exhibit C of Attachment 1.

In order to resolve the encroachment issue, the APOs have agreed to execute the Agreement which outlines conditions and restrictions (including a termination clause, an

indemnity, and insurance requirements) for the continued use of the Encroachments on PG&E Property.

The proposed Agreement is not adverse to the public interest and the execution of the Agreement to allow the Encroachments to remain will not affect PG&E's ability to serve its customers.

For all of the above reasons, PG&E respectfully requests the Commission approve this Section 851 request to convey the Agreement.

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). On January 14, 2021, the Commission adopted Resolution E-5076 which established Guidelines to Implement the Policy (Guidelines).

Section 1.3d of the Guidelines states the Policy applies only to the transfer of fee interests. Therefore, the Agreement that is the subject of this Advice Letter, which pertains only to the Encroachments, is not covered by the Policy.

Other Information

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	Stephen R. Twet and Rita A. Twet,
Steven Frank	244 Goshen Avenue
Law Department	Clovis, CA 93611
P.O. Box 7442	Telephone: (559) 351-6263
San Francisco, CA 94120	Email: stwet@lyonsmagnus.com
Telephone: (415) 973-6976	
Facsimile: (415) 973-5520	
Email: steven.frank@pge.com	

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

The PG&E Property is identified as a portion of Madera County Assessor's Parcel Number 059-064-005; and a portion of State Board of Equalization Number 135-20-031-E, Parcel 1; and is also identified as a portion of the northeast quarter of the northwest quarter of Section 23, Township 7 South, Range 22 East, Mt. Diablo Meridian. It lies adjacent to and southwesterly of the

southwesterly boundary line of the APO's real property at 38942 Lake Point Court, Bass Lake, CA. See Attachment 2.

The portion of the PG&E Property affected by the Encroachments contains no operational facilities and is otherwise vacant land.

(c) Intended Use of the Property:

Following the execution of the Agreement, the APOs will maintain all existing Encroachments in good condition and repair and are not authorized to construct any additional buildings or structures on PG&E Property or perform any significant alterations to the existing Encroachments.

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

An administrative fee of \$5,500 was collected from the APOs.

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

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

(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 rate base nor will executing the Agreement affect PG&E's ability to provide reliable service to its customers and the 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, as no PG&E Property is being sold.

(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:

Other than the one-time fee mentioned above, PG&E is not collecting any use fees associated with granting the Agreement. The value of the land rights granted to permit the encroachment under the Agreement do not rise to the level of a right that has any realizable economic value to PG&E.

(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:

Encroachments by other APOs have been identified in this area of Bass Lake. Future advice submittals will be made for any encroachment agreements entered to resolve the other encroachment issues.

(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 necessary to address this advice letter other than what has already been included within this 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.

Per (b) above, the approval of the encroachment is not a project under CEQA as no physical change to the property will result from the approval of the Agreement, as the Encroachments 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 April 13, 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 April 23, 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

Attachment 1: Encroachment Agreement

***** SERVICE LIST for Advice 6133-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*****

Madera County Clerk
Rebecca Martinez

200 W. 4th Street
Madera, CA 93637

Phone: (559) 675-7721
Fax: (559) 675-7870
Email: CountyClerkInfo@maderacounty.com

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

Stephen R. Twet and Rita A. Twet,
244 Goshen Avenue
Clovis, CA 93611
Telephone: (559) 351-6263
Email: stwet@lyonsmagnus.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) #: 6133-E

Tier Designation: 2

Subject of AL: Encroachment Agreement with Stephen and Rita Twet Request for Approval Under 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: 4/23/21

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

Encroachment Agreement

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Management – Hydro Support
650 “O” Street, Bag 23
Fresno, California 93760-0001

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

LD#2207-22- _____

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this “**Agreement**”) is made and entered into this ____ day of _____, 20__ by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “**PG&E**”, and STEPHEN R. TWET and RITA A. TWET, husband and wife, hereinafter collectively called “**Owners**”

RECITALS

A. Owners are the fee title owners of certain real property within the County of Madera, State of California, Assessor’s Parcel Number (APN) 059-182-016, (hereinafter, the “**Owners Property**”) legally described in **Exhibit “A”** attached hereto and made a part hereof.

B. PG&E is the owner of that certain real property located in Madera County, State of California, Assessor’s Parcel Number (APN) 059-064-005, State Board of Equalization (SBE) 135-20-031E-1, (hereinafter, the “**PG&E Real Property**”) legally described in **Exhibit “B”** attached hereto and made a part hereof.

C. Owners or their predecessors, have constructed two (2) wooden decks, an upper (2nd floor) balcony deck with associated wooden railing with horizontal wood weaved fencing; an elevated 1st floor wooden deck, supported on concrete footings, also with associated wooden railing with horizontal wood weaved fencing; two wooden stairways with associated hand railings;

a hot tub structure, a chlorination pump, a water line, all with associated electrical wiring and switches (all fully energized), and a roofed wooden and glass (or plex-glassed) building/shelter (enclosure for the hot tub structure); a varying width concrete sidewalk (for access from the residence to another wooden deck for boat dock facilities); with any other related appurtenances therewith (the "**Improvements**") which extends onto the PG&E Real Property. The portion of the PG&E Real Property upon which the Improvements were constructed (the "**Encroachment Area**") and shown on the map labeled **Exhibit "C"**, **consisting of two (2) pages**, attached hereto and made a part hereof.

D. Owners have requested that PG&E grant permission for the Improvements within the PG&E Real Property. PG&E has determined that the Improvements do not interfere with the present full use of the PG&E Real Property by PG&E and PG&E is therefore willing to agree to allow such trespass and/or encroachment on the PG&E Real Property on the terms and conditions set forth herein.

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

1. Consent to Trespass/Encroachment. PG&E hereby consents to the trespass and/or encroachment of the Improvements onto the PG&E Real Property in the manner and location as more specifically set forth in said Exhibit "C". In addition, Owners shall have the right of ingress and egress over the PG&E Real Property to obtain access to the Encroachment Area and the Improvements when necessary to fulfill Owners' obligations under this Agreement, in such areas as PG&E determines, in its sole and absolute discretion, will occasion the least practicable damage and inconvenience to PG&E, its facilities and operations.

2. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, unless and until the California Public Utilities Commission (the "**CPUC**") approves this Agreement by an order which is final, unconditional and unappeasable (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. **PG&E may terminate Owners' rights under this Agreement, at any time, upon ninety (90) days written notice to the Owners, if PG&E, in its sole and absolute discretion, should determine that Owners' use of the Encroachment Area is inconsistent with PG&E's operational needs in the future, or in any way interferes with, impairs or otherwise impedes PG&E's full use of facilities installed or that may be installed on PG&E Real Property. Upon such termination, Owners, at Owners' sole cost and expense, shall remove all Improvements that trespass and/or encroach upon the PG&E Real Property and shall repair and restore the PG&E Real Property as nearly as possible to the condition that existed prior to the construction of said Improvements. Owners shall pay the entire cost of such removal and restoration, and PG&E shall have no liability for any costs caused by or**

related to any such termination. If Owners fail to remove all Improvements that trespass and/or encroach onto the PG&E Real Property or fail to repair or restore PG&E Real Property within said ninety (90) day period, PG&E may perform such removal, repair or restoration as necessary and recover such costs and expenses therefore from Owners. Owners agree to allow access to PG&E onto the Owners Property for such purpose, and Owners shall pay all such costs and expenses within ten (10) days of receipt of an invoice therefore. Owners further acknowledge that PG&E's termination right shall not be affected by any Improvements that Owners have made onto the PG&E Real Property, regardless of the nature or extent of those Improvements. Owners understand and agree that notwithstanding that Owners may have made a substantial investment in such improvements, Owners shall not be entitled to any compensation whatsoever for the termination of Owners' rights under this Agreement by PG&E.

(Owners to initial here _____, _____).

4. Indemnification; Release.

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

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

in the case of any Indemnitee, any injury, damage, or loss arising from the sole, active negligence or willful misconduct of such Indemnitee.

(c) Lake Levels. Owners covenant and agrees that PG&E shall have the right to raise or lower the water level of Bass Lake without notice to Owners at any time for any reason. Without limitation on any other releases given by Owners hereunder, Owners hereby releases PG&E of any liability whatsoever to Owners or Owners' Invitees with respect to any personal injury or property damage caused by, or related to, such change in water level and any flooding connected therewith.

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

6. Alterations. Except for the Improvements authorized pursuant to this Agreement, Owners shall not construct any additional buildings or structures on the PG&E Real Property, nor shall Owners make any alteration, addition or improvement on the PG&E Real Property that would increase the trespass and/or Encroachment Area, either horizontally or vertically.

7. Damage or Destruction. In the event that the Improvements which trespass and/or encroach onto the PG&E Real Property shall be destroyed or demolished, Owners shall not rebuild the Improvements on any part on the PG&E Real Property except pursuant to plans and specifications approved by PG&E.

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

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

10. Reserved Rights. PG&E reserves the right to use the PG&E Real Property for such purposes as it may deem necessary or appropriate if, and whenever, in the interest of its service to its patrons or consumers or the public, it shall appear necessary or desirable to do so. Furthermore,

PG&E reserves the right to restrict access to the PG&E Real Property if emergency repairs or maintenance are required to PG&E facilities in the vicinity of the PG&E Real Property.

11. Insurance. Prior to the Effective Date of this Agreement, Owners shall procure, and thereafter Owners shall carry and maintain in effect at all times the following insurance: Worker's Compensation in compliance with applicable labor codes, acts, laws or statutes, state or federal, where Owners perform work and Employer's Liability insurance with limits not be less than \$1,000,000 for injury or death, each accident; Commercial General Liability for bodily injury and property damage with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate. Business and/or Personal Automobile and/or Truck coverage with limits not be less than \$300,000 each accident for bodily injury and property damage. Owners are also responsible for causing its agents, contractors and subcontractors to comply with the insurance requirements of this Agreement at all relevant times.

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

If to PG&E:

Manager, Hydro Support
Pacific Gas and Electric Company – Land Management
111 Stoney Circle
Santa Rosa, CA 95401-0599

With a copy to:

Pacific Gas and Electric Company
P.O. Box 7442, Mail Code B30A
San Francisco, California 94120
Attention: Grant Guerra

If to Owners:

Mr. Stephen R. Twet
Mrs. Rita A. Twet
244 Goshen Avenue
Clovis, CA 93611

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

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

15. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns (subject to the provisions of Section 17 below). No assignment or delegation by Owners, whether by operation of law or otherwise, shall relieve Owners of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of Owners hereunder shall run with the land.

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

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

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

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

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

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

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

"PG&E"

"Owners"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____
Sarah Hug

Stephen R. Twet

Its: Manager
Hydro Support

Rita A. Twet

ADMINISTRATION BLOCK

Attach to LD: 2207-22-_____
Area, Region or Location: 5, SJVR, South Valley
Land Service Office: Fresno
Line of Business: Hydro (24)
Business Doc Type: Agreements
MTRSQ: 22.07.22.23.14,
FERC License Number: 1354
PG&E Drawing Number: None
Plat No.: 722232
LD of Affected Documents: N/A
LD of Cross-Referenced Documents: 2207-22-1536 (ID# 309)
Type of interest: Encroachment Agreements (69)
SBE Parcel: 135-20-031E-1
% Being Quitclaimed: NA
Order or PM: 2047413
JCN: NA
County: Madera
Utility Notice Number: NA
851 Approval Application No: _____ ; Decision: _____
Prepared By: jjw2
Checked By: s2p0
Approved By:
Revised by:

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 _____)

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

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

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

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 _____)

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

personally appeared _____

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

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- Other _____

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State of California
County of _____)

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

personally appeared _____

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

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WITNESS my hand and official seal.

Signature of Notary Public (Seal)

CAPACITY CLAIMED BY SIGNER

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- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

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State of California
County of _____)

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

personally appeared _____

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

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WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

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- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

EXHIBIT "A"

OWNERS PROPERTY

(APN 059-182-016)

Lot 10 of Tract No. 135, Lake Shore Park, as said lot is shown on the map filed for record in Book 9 of Maps at pages 135 and 136, Madera County Records.

EXHIBIT "B"

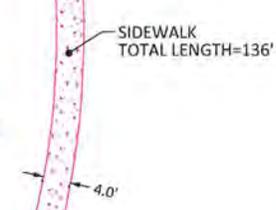
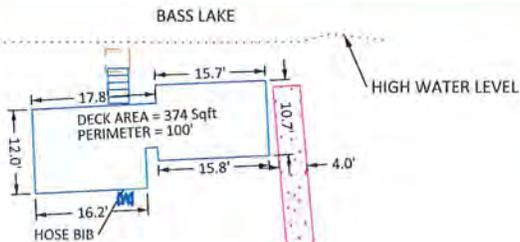
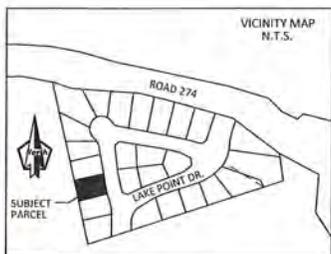
PG&E REAL PROPERTY

(Portion APN 059-064-005); (Portion) SBE 135-20-031-E

The portion of the northeast quarter of the northwest quarter of Section 23, Township 7 South, Range 22 East, Mt. Diablo Meridian, lying adjacent to and southwesterly of the southwesterly of boundary line of Lot 10 of Tract No. 135, Lake Shore Park, as said lot is shown on the map filed for record in Book 9 of Maps at pages 135 and 136, Madera County Records; and lying northeasterly of the high water level (mark) of the Crane Valley Reservoir (commonly known as Bass Lake).

EXHIBIT "C"
(Sheet 1 of 2)
ENCROACHMENT AREA

TOWNSHIP 7 SOUTH, RANGE 22 EAST
 SECTION 23 NE ¼ OF NW ¼, M.D.M.



NOTES

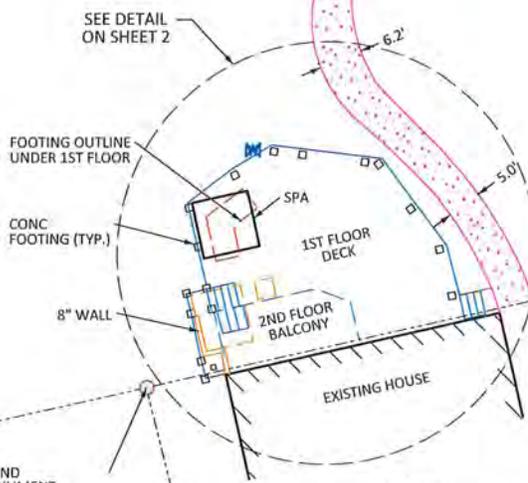
- DATE OF FIELD SURVEY
OCTOBER 17, 2018

REFERENCES

LAKE SHORE PARK VOL 9
 OF MAPS PAGE 135 & 136

LEGEND

- - FOUND ¾" IRON PIPE TAGGED LS 2931
- ▨ - STAIRS
- - CONC PAD
- - CONC FOOTING
- - HOSE BIB
- - - BOUNDARY LINE



FOUND MONUMENT AS DESCRIBED (TYP.)

APN
059-182-017

LOT 10
"MAP OF TRACT NO. 135
LAKE SHORE PARK"
 APN: 059-182-016

AUTHORIZATION 3022380	
BY	S1DW
DR	SWE6
CH	MDJF
O.K.	MDJF
DATE	4/02/20

BASS LAKE

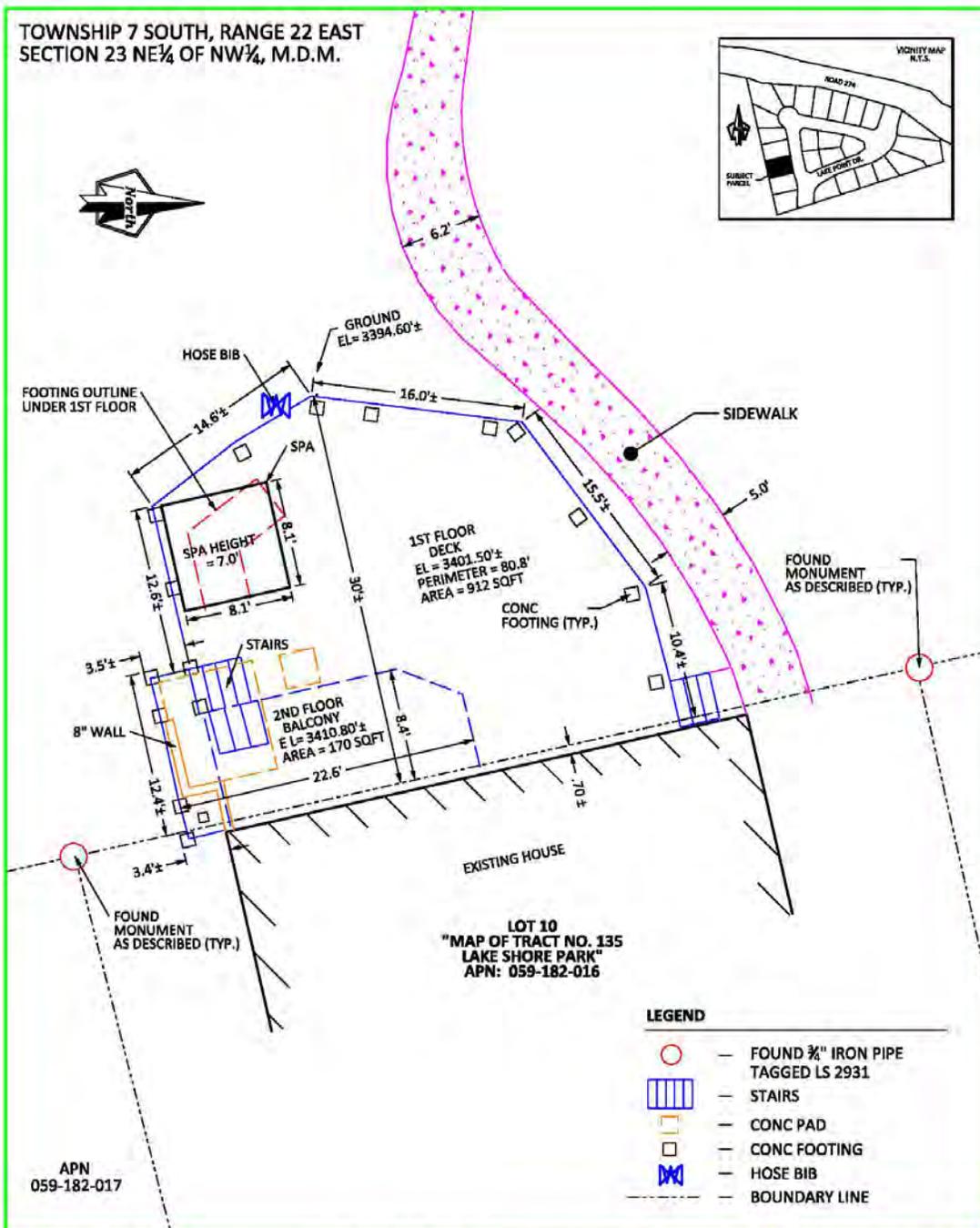
LOT 10
 MAP OF TRACT NO. 135
 LAKE SHORE PARK

PACIFIC GAS AND ELECTRIC COMPANY
 San Francisco California



JCN	03-18-083
AREA	5
COUNTY	MADERA
SCALE	NOT TO SCALE
SHEET NO.	1 OF 2
DRAWING NUMBER	JL-980
CHANGE	0

EXHIBIT "C"
Sheet 2 of 2)
ENCROACHMENT AREA



AUTHORIZATION 3022380	
BY	S1DW
DR	SWE6
CH	MDJF
O.K.	MDJF
DATE	4/02/20

BASS LAKE

LOT 10
MAP OF TRACT NO. 135
LAKE SHORE PARK

PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



JCN	03-18-083	
AREA	5	
COUNTY	MADERA	
SCALE	NOT TO SCALE	
SHEET NO.	2	OF 2
DRAWING NUMBER	JL-980	CHANGE
		0

**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