

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



**Pacific Gas & Electric Company**  
**ELC (Corp ID 39)**  
**Status of Advice Letter 6146E**  
**As of May 21, 2021**

Subject: Encroachment Agreement and Easement between Pacific Gas & Electric Company and City of Sonoma Request for Approval Under Public Utilities Code Section 851, pursuant to General Order 173

Division Assigned: Energy

Date Filed: 04-01-2021

Date to Calendar: 04-05-2021

Authorizing Documents: None

<b>Disposition:</b>	<b>Accepted</b>
<b>Effective Date:</b>	<b>05-20-2021</b>

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

[edtariffunit@cpuc.ca.gov](mailto:edtariffunit@cpuc.ca.gov)

AL Certificate Contact Information:

Annie Ho

415-973-8794

[PGETariffs@pge.com](mailto: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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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](mailto:edtariffunit@cpuc.ca.gov)**



April 1, 2021

**Advice 6146-E**  
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Encroachment Agreement and Easement between Pacific Gas & Electric Company and City of Sonoma – Request for Approval Under Public Utilities Code Section 851, pursuant to General Order 173**

**Purpose**

Pacific Gas and Electric Company (PG&E) requests Public Utilities Commission (CPUC or Commission) approval under Public Utilities Code Section 851 (Section 851) and General Order (GO) 173. The City of Sonoma plans to build a pedestrian and bicycle bridge over Fryer Creek in the City of Sonoma. The bridge would encroach into an existing grant of easement to PG&E which contains a building restriction clause that would otherwise prohibit such a structure.

PG&E has reviewed the City of Sonoma's engineering plan and has determined that the operation of the bridge 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, this bridge will not be adverse to the public interest. This bridge would enhance public safety by providing safer access for a nearby residential subdivision and school.

**Background**

PG&E owns an easement that provides rights for an underground electric distribution line crossing under Fryer Creek. PG&E currently owns and operates underground electric distribution facilities in the easement area. The City of Sonoma contacted PG&E in February 2020 to request PG&E review and approve plans for the bridge crossing. PG&E inspected the property and determined that the City of Sonoma's request would not interfere with PG&E's operations.

The City of Sonoma will need: 1) a permanent easement over portions of the Sonoma County Water property for the purpose of construction of the City of Sonoma Fryer Creek Pedestrian and Bicycle Bridge Project (the Project), and 2) an Encroachment Agreement from PG&E for the Project. This Advice Letter concerns the latter.

PG&E and the City of Sonoma will finalize an Encroachment Agreement for the Project, upon Section 851 approval. The City of Sonoma is waiting to execute the Encroachment Agreement with PG&E once CPUC approval has been granted.

PG&E has reviewed the terms and conditions of this Encroachment Agreement and has determined that the Project is in the public interest because it provides safe access to pedestrians and cyclists without sacrifice to PG&E's provision of safe and reliable utility service to its customers.

For all of the above reasons, PG&E requests the Commission approve this Section 851 request to the City of Sonoma.

### **Tribal Lands 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).

Resolution E-5076, effective January 14, 2021, adopted Guidelines to Implement the CPUC Tribal Land Policy (Guidelines). Section 1.3.d of the Guidelines states that "disposition" means the transfer, sale, donation, or disposition by any other means of a *fee interest* in real property. Therefore, the Encroachment Agreement subject to this Advice Letter 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	City of Sonoma
Steven Frank	Colleen Ferguson, P.E., L.S.
Law Department	Public Works Director / City Engineer
P.O. Box 7442	The Plaza
San Francisco, CA 94120	Sonoma, CA 95476
Telephone: (415) 973-6976	Telephone: (707) 933-2230
Facsimile: (415) 973-5520	Email: cferguson@sonomacity.org
Email: Steven.Frank@pge.com	

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

PG&E has an underground electric easement across APN 018-521-001 owned by Sonoma County Water Agency. This parcel contains Fryer Creek, a waterway. The legal description of this property is in public records of Sonoma

County contained in the Easement Deed, dated June 6, 2002 and recorded June 7, 2002, as Document Number 2002088593 and included as Attachment 1.

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

Upon CPUC approval of the bridge, the easement area will continue to be used for an underground electric distribution line in addition to the pedestrian and bicyclist bridge above.

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

Not applicable.

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

Not applicable. PG&E is receiving no financial proceeds from this transaction.

**(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 granting the Encroachment 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.

**(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:**

Not applicable.

**(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:**

There are no recent past or anticipated future transactions anticipated by PG&E or the City of Sonoma that are related to the present transactions.

**(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**

PG&E does not believe any additional information is necessary for the review of the Advice Letter.

**(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.

This is not a project under CEQA. Please see attached Resolution 14-2011 (Attachment 5) which states that the Fryer Creek Pedestrian and Bicyclist bridge does not have a significant impact on the environment.

**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 21, 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, 4<sup>th</sup> 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 May 1, 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 submittal can also be accessed electronically at: <http://www.pge.com/tariffs>.

\_\_\_\_\_/S/

Erik Jacobson  
Director, Regulatory Relations

- Attachment 1 - Legal Description
- Attachment 2 - Survey Exhibit
- Attachment 3 - Tribal Information
- Attachment 4 - Encroachment Agreement w/Exhibits
- Attachment 5 - CEQA Resolution

**\*\*\*\*\* SERVICE LIST for Advice 6146-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\*\*\*\*\*

City of Sonoma  
Colleen Ferguson, P.E., L.S.  
Public Works Director / City Engineer  
The Plaza  
Sonoma, CA 95476  
Telephone: (707) 933-2230  
Email: cferguson@sonomacity.org

County Clerk-Recorder Office  
585 Fiscal Drive  
Room 103  
Santa Rosa, CA 95403  
ClerkRecorder@sonoma-county.org



# 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) #: 6146-E

Tier Designation: 2

Subject of AL: Encroachment Agreement and Easement between Pacific Gas & Electric Company and City of Sonoma – Request for Approval Under Public Utilities Code Section 851, pursuant to General Order 173

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

AL Type:  Monthly  Quarterly  Annual  One-Time  Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

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

Confidential treatment requested?  Yes  No

If yes, specification of confidential information:

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

Resolution required?  Yes  No

Requested effective date: 5/1/21

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 proposed<sup>1</sup>: N/A

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

<sup>1</sup>Discuss 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](mailto: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](mailto: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**

## **Legal Description**

AFTER RECORDING, RETURN TO:

**PACIFIC GAS AND ELECTRIC COMPANY**  
**Santa Rosa Land Rights Office**  
**111 Stony Circle**  
**Santa Rosa, CA 95401-9599**

Location City/Township of Sonoma  
 Recording Fee \$ 1900  
 Easement, No Consideration (R&T 11911-Value less than \$100.00)  
 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 Rob Mank



2002088593

OFFICIAL RECORDS OF  
SONOMA COUNTY

PACIFIC GAS & ELECTRIC COMPANY  
 06/07/2002 13:32 DEED  
 RECORDING FEE: 19 00

5



(SPACE ABOVE FOR RECORDER'S USE ONLY)

2405-06-0547

EASEMENT DEED

SONOMA COUNTY WATER AGENCY, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California

hereinafter called first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the city of Sonoma, county of Sonoma, state of California, described as follows:

(APN 018-521-001)

The two parcels of land; one described and designated PARCEL TWO in the deed from Tim Kwong and Owyong Ping Kong to Sonoma County Water Agency dated March 8, 1971 and recorded in Book 2538 of Official Records at page 177, Sonoma County Records; and the other the parcel of land described in the deed from Evelyn A. Hesse to Sonoma County Water Agency dated February 18, 1971 and recorded in Book 2536 of Official Records at page 192, Sonoma County Records..

Said facilities shall consist of:

Such underground conduits, pipes, ~~manholes, service boxes,~~ wires, cables, and electrical conductors; aboveground marker posts, risers, and ~~service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads;~~ and fixtures and appurtenances necessary to any and all thereof, as second party deems necessary located within the strip of land described as follows:

A strip of land of the uniform width of 20.0 feet extending from the general northwesterly boundary line of said lands, southeasterly to the general southeasterly boundary line of said lands and lying 10.0 feet on each side of the line described as follows:

Beginning at the most northerly easterly corner of PARCEL B as shown upon the map of Mac Arthur Manor filed for record in Book 179 of maps at page 7, Sonoma County Records, and running thence along the southeasterly boundary line of said PARCEL B

(a) southerly on a curve to the left with a radius of 367.00 feet, through a central angle of 1° 34' 24" and tangent at the northerly terminus thereof to a line which has a bearing of south 23° 57' 44" west, an arc distance of 10.08 feet to the TRUE POINT OF BEGINNING of his description; thence leaving said southeasterly boundary line

(1) south 54° 05' 30" east approximately 72 feet to a point in said general southeasterly boundary line.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Pacific Gas and Electric Company pursuant to Section 8730 (c) of the Business and Professions Code.

First party shall not erect or construct any building or other structure or drill or operate any well withinsaid strip of land.

Second party shall maintain access to the strip at second party's sole cost and expense. Any reconstruction or maintenance activities performed by second party and related to the easement shall not interfere with first party's continued use of the property for any purpose. Second party shall not commit or suffer: (a) any waste or nuisance on the property; (b) any action or use of the property, other than that expressly authorized herein, which interferes or conflicts with the use of the property by first party or any authorized person; or (c) any action on the property in violation of any law or ordinance. Second party shall not undertake or permit any activity or use on the property that is inconsistent with the purpose of this Grant of Easement Deed.

First party and its officers, agents, and employees shall not be liable to second party or any unrelated third party for any injury, loss, or damage arising out of or in connection with the use by second party of the easements granted herein. Second party agrees to defend, indemnify, hold harmless, and release first party, and its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including second party, relating to the use by second party of the easements granted herein. Second party agrees to compensate first party for any damage to first party's property as a result of any construction, operation, or maintenance by second party on the property of said Project.

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

Dated June 6, 2002.

SONOMA COUNTY WATER AGENCY,  
a body corporate and politic, organized and  
existing under and by virtue of the laws of  
the State of California

By Michael Kerns  
Michael Kerns  
Chairman, Board of Directors  
Sonoma County Water Agency

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

Lawrence Toney  
Lawrence Toney  
OM&C Superintendent, Northcoast Area

SANTA ROSA LAND SERVICES OFFICE  
PM # 30173363  
MAP # MM34-8, DRW. # 73363  
T.5N., R 6W., MDB&M  
SEC. 13, SE ¼ of NE ¼  
Prepared By: pjm  
Checked By: dlk  
FILE: S \gen\svcs\land\docs\srosa\_2001\30173363c.doc

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No 5907

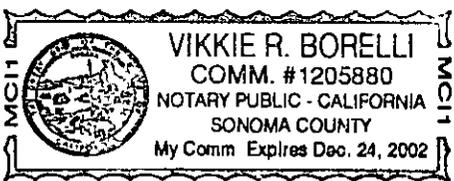
State of California

County of Sonoma

On May 15, 2002 before me, Vikki Borelli, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Mike Kerns  
NAME(S) OF SIGNER(S)

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.

Vikki R Borelli  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER \_\_\_\_\_

\_\_\_\_\_ TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_ NUMBER OF PAGES

\_\_\_\_\_ DATE OF DOCUMENT

\_\_\_\_\_ SIGNER(S) OTHER THAN NAMED ABOVE

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA  
COUNTY OF SONOMA

On June 6, 2002 before me, David L. Kelly, Notary Public

personally appeared Lawrence Toney

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 the 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) 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.

*David L. Kelly*  
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

PG& E DOCUMENT

TITLE OR TYPE OF DOCUMENT

TITLE(S)

- PARTNER(S)       LIMITED
- GENERAL

NUMBER OF PAGES

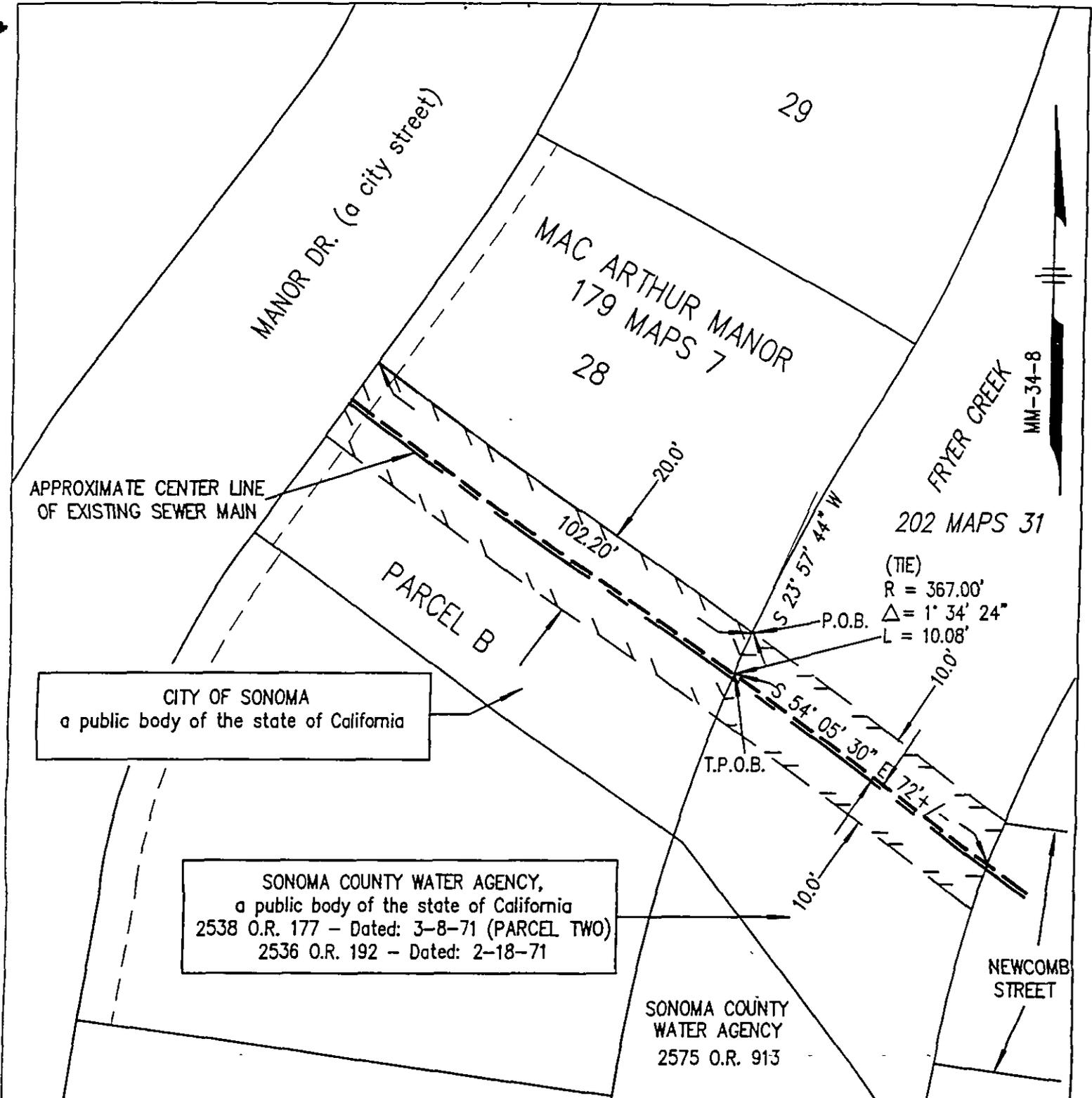
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE



CITY OF SONOMA  
a public body of the state of California

SONOMA COUNTY WATER AGENCY,  
a public body of the state of California  
2538 O.R. 177 - Dated: 3-8-71 (PARCEL TWO)  
2536 O.R. 192 - Dated: 2-18-71

SONOMA COUNTY  
WATER AGENCY  
2575 O.R. 913

CITY, RANCHO, SUBDIVISION, ETC.					SCALE	DATE		
UG ELECTRIC AT FRYER CREEK - SONOMA					1" = 30'	3-13-01		
				SECTION	TOWNSHIP	RANGE	MERIDIAN	
				13	5N.	6W.	MDB&M	
SE 1/4 OF NE 1/4								
CHG	DATE	DESCRIPTION	AUTH	BY	CH	DR. BY: PJM	CH. BY: DAK	
REFERENCES AP MAP 018-52				<b>PG&amp;E</b>		SONOMA COUNTY 30173363 P.M. #	73363 DRAWING NO.	CHG.

2405-06-0547  
orig to D1C (1/1/02)

## RIGHT OF ENTRY

Richard A. Gigliotti  
Pacific Gas and Electric Company  
Santa Rosa Land Services  
111 Stony Circle  
Santa Rosa, CA 95401-9599

Dear Mr Gigliotti:

The City of Sonoma, a public body of the state of California, hereinafter called "Agency" hereby gives permission to Pacific Gas and Electric Company (PG&E), its agents and/or contractors, to enter upon that portion of Agency's property shown upon the PG&E's drawing 73363 attached hereto and made a part hereof.

This permission is given to allow the construction of electric underground conduits, pipes, wires, cables, and electrical conductors (facilities), and accomplishing all incidents thereto in advance of the conveyance of a permanent right, or easement, for said facilities

This permission is given subject to the following terms and conditions.

1. PG&E shall construct said facilities so as not to interfere with any of Agency's facilities or its use of said property for public utility purposes
2. Agency will hereafter, without unnecessary delay, negotiate with PG&E for a permanent easement and, if an agreement cannot be reached, PG&E will promptly commence eminent domain proceedings to secure said easement.
- 3 PG&E shall comply with any laws, regulations or ordinances established by any federal, state, or local governmental agency or agencies having jurisdiction over PG&E's use of Agency's property, including, but not limited to, the applicable provisions of the Environmental Quality Act of 1970 (California Public Resources Code, Sections 21000 et seq ) and PG&E shall secure any permits required thereby

If the provisions contained herein are satisfactory, please so indicate by signing in the space provided on the duplicate copy hereof and returning it to PG&E Santa Rosa Land Services at 111 Stony Circle, Santa Rosa, CA 95401-9599. Please contact Peter Marks of PG&E Land Services at (707)577-7027 if there are any questions.

Sincerely,

PG&E JOB 30173363  
RIGHT OF ENTRY

ACCEPTED

CITY OF SONOMA

PACIFIC GAS AND ELECTRIC COMPANY

By: *Carroll Gilman*

By: *Richard A. Gioliotti*  
Richard A. Gioliotti  
Supervisor, Land Services  
North Coast Area

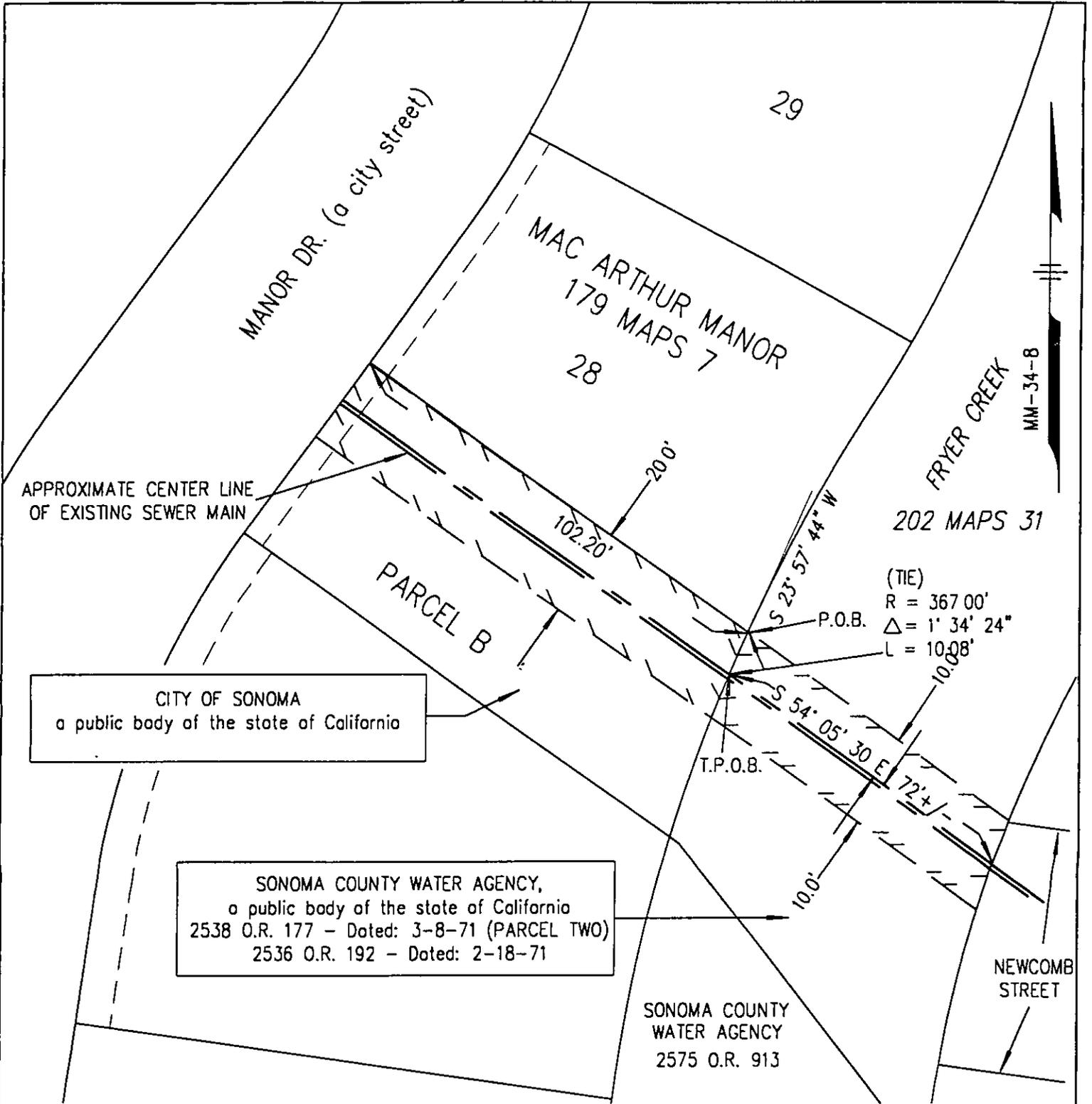
Date 6-12-01

Date \_\_\_\_\_

SANTA ROSA LAND SERVICES  
PG&E JOB #: 30173363  
T.5N.,R 6W., MDB&M  
SECTION 13-SE 1/4 OF NE 1/4  
Prepared by pjm

File s \docs\srosa\_2001\73363-right of entry doc

P G & E CO. APPROVED	
LAND	NR
LAW	
OPER.	
ENG.	
GAS	



CITY, RANCHO, SUBDIVISION, ETC.				SCALE		DATE	
UG ELECTRIC AT FRYER CREEK - SONOMA				1" = 30'		3-13-01	
SECTION		TOWNSHIP		RANGE		MERIDIAN	
13		5N.		6W.		MDB&M	
SE 1/4 OF NE 1/4							
CHG	DATE	DESCRIPTION	AUTH	BY	CH	DR BY	CH BY
						PJM	DAK
REFERENCES AP MAP 018-52			PG&E		SONOMA COUNTY		30173363 P.M. #
					73363 DRAWING NO.		CHG.

# **Attachment 2**

## **Survey Exhibit**



## **Attachment 3**

### **Tribal Information**

## NATIVE AMERICAN HERITAGE COMMISSION

January 26, 2021

Jennifer Darcangelo  
PG&E

Via Email to: [j5d8@pge.com](mailto:j5d8@pge.com)

**Re: Encroachment agreement for pedestrian bridge at Fryer Creek, Sonoma Project, Alameda County**

Dear Ms. Darcangelo:

A record search of the Native American Heritage Commission (NAHC) Sacred Lands File (SLF) was completed for the information you have submitted for the above referenced project. The results were negative. However, the absence of specific site information in the SLF does not indicate the absence of cultural resources in any project area. Other sources of cultural resources should also be contacted for information regarding known and recorded sites.

Attached is a list of Native American tribes who may also have knowledge of cultural resources in the project area. This list should provide a starting place in locating areas of potential adverse impact within the proposed project area. I suggest you contact all of those indicated; if they cannot supply information, they might recommend others with specific knowledge. By contacting all those listed, your organization will be better able to respond to claims of failure to consult with the appropriate tribe. If a response has not been received within two weeks of notification, the Commission requests that you follow-up with a telephone call or email to ensure that the project information has been received.

If you receive notification of change of addresses and phone numbers from tribes, please notify me. With your assistance, we can assure that our lists contain current information.

If you have any questions or need additional information, please contact me at my email address: [Sarah.Fonseca@nahc.ca.gov](mailto:Sarah.Fonseca@nahc.ca.gov).

Sincerely,



Sarah Fonseca  
Cultural Resources Analyst

Attachment



CHAIRPERSON  
**Laura Miranda**  
Luiseño

VICE CHAIRPERSON  
**Reginald Pagaling**  
Chumash

SECRETARY  
**Merri Lopez-Keifer**  
Luiseño

PARLIAMENTARIAN  
**Russell Attebery**  
Karuk

COMMISSIONER  
**William Mungary**  
Paiute/White Mountain  
Apache

COMMISSIONER  
**Julie Tumamait-Stenslie**  
Chumash

COMMISSIONER  
[Vacant]

COMMISSIONER  
[Vacant]

COMMISSIONER  
[Vacant]

EXECUTIVE SECRETARY  
**Christina Snider**  
Pomo

**NAHC HEADQUARTERS**  
1550 Harbor Boulevard  
Suite 100  
West Sacramento,  
California 95691  
(916) 373-3710  
[nahc@nahc.ca.gov](mailto:nahc@nahc.ca.gov)  
NAHC.ca.gov

## **Attachment 4**

**Encroachment Agreement w/Exhibits**

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

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

(APN 018-521-001)

Federal Aid Program Number CML-5114 (020)

LD 2407

**ENCROACHMENT AGREEMENT**

This Encroachment Agreement (this "**Agreement**") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and the City of Sonoma, a municipal corporation, hereinafter (collectively) called "**Owners**."

RECITALS

A. Owners will own, operate and maintain the Sonoma Fryer Creek Bridge Pedestrian and Bicycle Bridge, located on that certain real property within the City of Sonoma, County of Sonoma, State of California, Assessor's Parcel Number 018-521-001 (hereinafter, the "Property") legally described in Exhibit "A" attached hereto and made a part hereof. Said parcel is owned in fee by the Sonoma County Water Agency, a corporate body and politic, organized and existing under and by virtue of the laws of the State of California.

B. PG&E is the owner of that certain easement and right-of-way (the "**Easement**") for the underground electric distribution facilities and for all other purposes connected therewith, as set forth in the Grant of Easement dated June 6, 2002 and recorded as Official Records Document Number 2002088593. The Easement provides in part that "First party shall not erect or construct any building or other structure or drill or operate any well within said strip of land".

C. Owners intend to construct a pedestrian and bicycle bridge including other improvements associated therewith (the "**Improvements**") on the Easement Area, the

construction of which violates the prohibition against buildings or other structures contained in the Easement. 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.

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

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

1. Consent to Encroachment. Notwithstanding the prohibition in the Easement, PG&E hereby consents to the encroachment of the Improvements onto the Easement Area by approximately 987 square feet, in the manner and location as more specifically set forth in Exhibit "B" subject to the terms and conditions set forth herein. In addition, Owners shall have the right of ingress and egress over the Easement Area to obtain access to the Encroachment Area and the 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, and Owners shall not commence any activity hereunder, unless and until PG&E notifies Owners in writing of receipt of final, unconditional, and unappealable approval of this Agreement by the California Public Utilities Commission (the "CPUC") and that 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 Advice Letter \_\_\_\_\_, 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 one hundred eighty (180) days written notice to the Owners, if PG&E, in its sole and absolute discretion, should determine that Owners' use of the Easement Area is inconsistent with PG&E's operational needs in the future, or in any way interferes with, impairs or otherwise impedes PG&E's full use of facilities installed or that may be installed by PG&E in the vicinity of the Easement Area. Upon such termination, Owners, at Owners' sole cost and expense, shall remove all Improvements that encroach upon the Easement Area and shall repair and restore the Easement Area as nearly as possible to the condition that existed prior to the construction of said 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 encroach onto the Easement Area or fail to repair or restore the**

**Property within said one hundred eighty (180) day period, PG&E may perform such removal, repair or restoration as necessary and recover such costs and expenses therefore from Owners. Owners agree to allow access to PG&E onto the Property for such purpose, and Owners shall pay all such costs and expenses within ten (10) days of receipt of an invoice therefore. Owners further acknowledge that PG&E's termination right shall not be affected by any Improvements that Owners have made to the Easement Area, regardless of the nature or extent of those Improvements. Owners understand and agree that notwithstanding that Owners may have made a substantial investment in such improvements, Owners shall not be entitled to any compensation whatsoever for the termination of Owners' rights under this Agreement by PG&E. (Owners to initial here \_\_\_\_\_, \_\_\_\_\_).**

4. Indemnification; Release.

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

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

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

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

7. Damage or Destruction. In the event that the Improvements which encroach onto the Easement Area shall be destroyed or demolished, Owners 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. Owners accept the Encroachment Area and the Easement Area in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Easement Area. Owners understand that numerous hazards, environmental or otherwise, may be located in, on, or underlying the Easement Area, and that hazardous materials may be used in connection with PG&E facilities that may be operated in the Easement Area, and agrees that entry onto the Easement Area is at Owners' sole risk and expense

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

10. Reserved Rights. PG&E reserves the right to use the Easement Area for such purposes as it may deem necessary or appropriate if, and whenever, in the interest of its service to its patrons or consumers or the public, it shall appear necessary or desirable to do so. Furthermore, PG&E reserves the right to restrict access to the Easement Area if emergency repairs or maintenance are required to PG&E facilities in the vicinity of the Easement Area.

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

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

If to PG&E:

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

With a copy to:

Law Department  
Pacific Gas and Electric Company  
P.O. Box 7442, Mail Code B3OA  
San Francisco, California 94120  
Attention: Managing Counsel, Environmental and Real Estate

If to Owners:

Cathy Capriola, City Manager  
City of Sonoma  
No. 1 The Plaza  
Sonoma, CA 95476

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 Property presently owned by Owners and may not be separately assigned, transferred, conveyed or encumbered. Any purported assignment, transfer, conveyance or encumbrance violating the foregoing condition shall be void and of no effect.

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

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

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

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

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

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

23. Ratification of 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 shall remain in full force and effect and are hereby ratified and confirmed. To the extent the terms of the Grant of Easement are inconsistent with this Agreement, the terms of this Agreement shall control.

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

"PG&E"

"Owners"

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

CITY OF SONOMA,  
a municipal corporation

By: \_\_\_\_\_  
Dawn Plise

\_\_\_\_\_  
Cathy Capriola

Its: Manager  
Land Rights - North

Its: City Manager

Administrative Information

North Coast Area

T. 5 N. R. 6 W. Sec. 13 Se ¼ of NE ¼

FERC License Number(s): N/A

PG&E Drawing Number(s): 73363

PLAT NO.: MM 34-8

LD of any affected documents (if applicable): 2405-06-0547

LD of any Cross-referenced documents (if applicable): N/A

TYPE OF INTEREST (use the number codes): 04

SBE Parcel Number (if applicable, most current and complete #, i.e. 135-01-007-Pcl 4): N/A

(For Quitclaims, % being quitclaimed)

Order # or PM #: 41964624

JCN: N/A

County: Sonoma

Utility Notice Numbers (if applicable)

851 Approval Application No. \_\_\_\_\_ Resolution \_\_\_\_\_

Prepared By: bgh2

Checked By: p1A8

Revision Number (if applicable): N/A

Note: Encroachment Agreement Fryer Creek Bridge City of Sonoma

EXHIBIT A

LEGAL DESCRIPTION

PROPOSED FRYER CREEK PEDESTRIAN/BICYCLE BRIDGE EASEMENT  
OVERLAP  
EXISTING PG&E EASEMENT WITH  
SONOMA COUNTY WATER AGENCY

All that certain real property situate in the City of Sonoma, County of Sonoma, State of California, being a portion of the lands of the Sonoma County Water Agency, described by deeds recorded May 24, 1971 in Book 2536 of Official Records, Page 192, Sonoma County Records and recorded June 1, 1971 in Book 2538 of Official Records, Page 177, Sonoma County Records, said lands being shown on that certain Record of Survey filed in Book 202 of Maps, Pages 31 through 33, being more particularly described as follows:

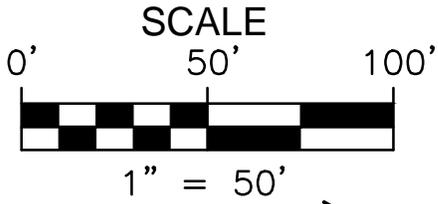
Commencing at a found City Well Monument with Brass Disc located at the intersection of the monument lines of Newcomb Street and Fryer Creek Drive from which point a found City Well Monument with Brass Disc marking the centerline of Fryer Creek Drive bears North 07°21'00" East, 92.74 feet as shown on that certain MAP OF HOLDEN SUBDIVISION filed April 28, 1999 in Book 592 of Maps, Pages 31 through 33; thence North 77°10'50" West, 165.05 feet to a point on the easterly boundary of the Lands of the Sonoma County Water Agency as shown on the Record of Survey filed in Book 202 of Maps, Page(s) 31-33, Official Records of Sonoma County, being the TRUE POINT OF BEGINNING; thence North 48°44'18" West, 75.07 feet to a point on the westerly line of said lands of the Sonoma County Water Agency; thence along a non-tangent curve whose center bears South 67°41'07" East, having a radius of 367.00 feet, included angle 1°37'38", for an arc length of 10.42 feet; thence South 54°05'30" East, 71.94 feet, to a non-tangent curve whose center bears South 68°56'12" East, having a radius of 297.00 feet, included angle of 3°27'22", for an arc length of 17.91 feet, to the Point of Beginning.

Containing 987 square feet, more or less.

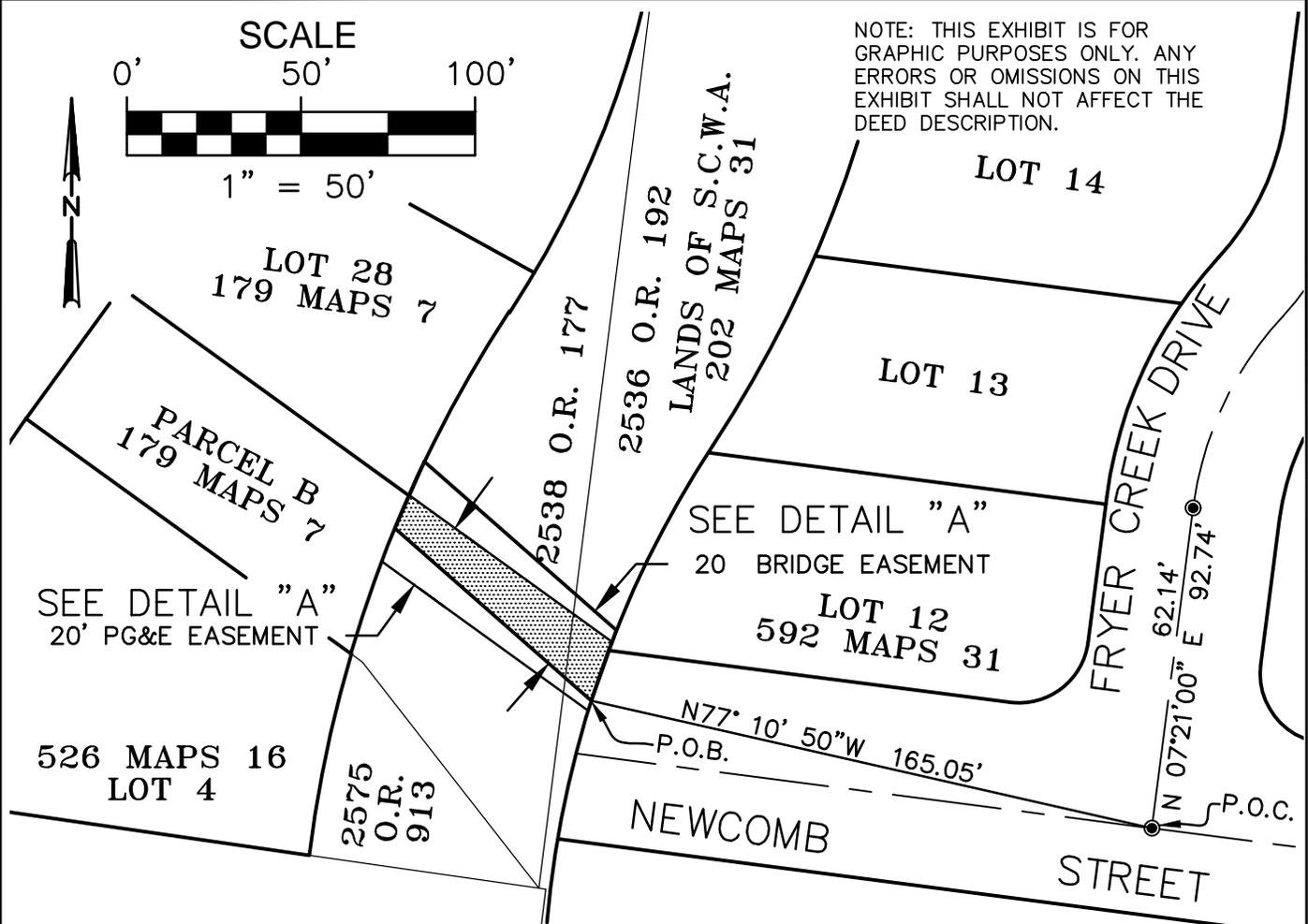
Richard A. Maddock, PLS 8131  
Expires 12/31/2020

Date

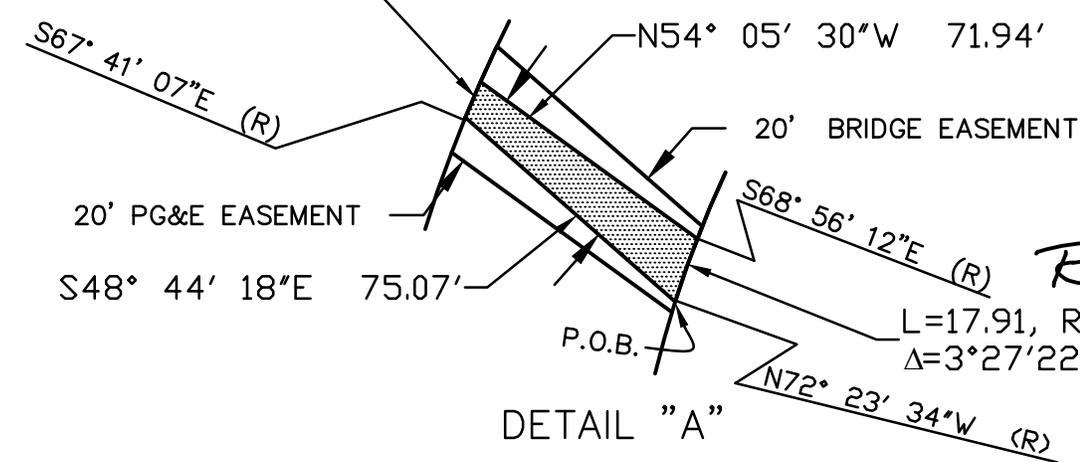
End of Description



NOTE: THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION.



$L=10.42, R=367.00$   
 $\Delta=1^{\circ}37'38''$

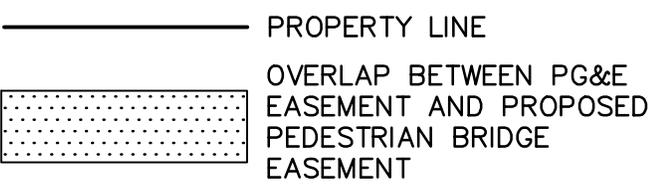


*RAM*

$L=17.91, R=297.00$   
 $\Delta=3^{\circ}27'22''$

**LEGEND**

P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING



CITY OF SONOMA		
EXHIBIT B		
EXISTING PG&E EASEMENT AND PROPOSED PEDESTRIAN BRIDGE EASEMENT OVER THE LANDS OF THE SONOMA COUNTY WATER AGENCY IN FAVOR OF THE CITY OF SONOMA		
Scale: 1"=50'	Date: 04/20/20	
DWN. RAM CHK. TZ	AREA 987+/- SQ. FT.	SHEET NO. 1 OF 1

# **Attachment 5**

## **CEQA Resolution**

# CITY OF SONOMA

## RESOLUTION NO. 14 - 2011

### **RESOLUTION OF THE CITY OF SONOMA APPROVING THE FRYER CREEK PEDESTRIAN AND BICYCLE BRIDGE AND ADOPTING THE MITIGATED NEGATIVE DECLARATION**

WHEREAS the City of Sonoma has been actively seeking public input on options for bicycle improvements since May 2007; and

WHEREAS the 2008 Sonoma Bicycle and Pedestrian Master Plan (Bicycle and Pedestrian Plan) included a proposed a bicycle/pedestrian bridge (Fryer Creek Bridge) that would provide an additional connection between the existing bike paths on either side of Fryer Creek, south of West MacArthur Street; and

WHEREAS the bikeways proposed in the Bicycle and Pedestrian Plan would connect with existing bikeways in the City and the region with the goal of making the City a more bicycle safe and friendly community; and

WHEREAS at its meeting of October 15, 2008, the Council voted 4-1 to adopt the Bicycle and Pedestrian Master Plan with the inclusion of the Fryer Creek Bridge; and

WHEREAS an initial study has been prepared evaluating the potential environmental impacts of a project that would implement portions of the adopted Bicycle/Pathway plan by establishing a pedestrian and bicycle bridge over Fryer Creek; and

WHEREAS the Environmental Review Committee reviewed the Draft Initial Study/Proposed Mitigated Negative Declaration and it was approved 3-0 on January 7, 2011; and

WHEREAS the Sonoma Valley Citizens Advisory Commission considered the Fryer Creek Pedestrian and Bicycle Bridge Project on February 23, 2011 and recommended 7-0 that the City Council approve the Draft Initial Study/ Mitigated Negative Declaration; and

WHEREAS the Draft Initial Study/Proposed Mitigated Negative Declaration for the Fryer Creek Pedestrian and Bicycle Bridge Project was prepared in conformance with the requirements of the California Environmental Quality Act; and

WHEREAS the Draft Initial Study / Proposed Mitigated Negative Declaration was circulated for a period of no less than 30 days and a Notice of Intent to Adopt a Mitigated Negative Declaration was published prior to that circulation period in the *Index-Tribune*; and

WHEREAS the Public Comment period ended February 27, 2011; and

WHEREAS on May 2<sup>nd</sup>, 2011 the City Council held a public hearing at which time interested persons had an opportunity to testify regarding the Draft Initial Study and Proposed Mitigated Negative Declaration; and

WHEREAS, the Draft Initial Study and Response to Comments did not identify any significant environmental impacts of the project after implementation of mitigation measures.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Sonoma hereby determines that the above recitations are true and correct:

- A. That the Council has read, reviewed, and considered the information contained in the Mitigated Negative Declaration, and the Mitigated Negative Declaration reflects the Council's independent judgment and analysis;
- B. That on the basis of the whole record before the Council, there is no substantial evidence that the project, as mitigated, will have a significant effect on the environment;
- C. That the record of the proceeding on which this decision is based shall be maintained by the Planning Director at the City of Sonoma Planning Department; and

**NOW, THEREFORE BE IT RESOLVED**, based on the records and the findings made above, the Council determines that the Fryer Creek Pedestrian and Bicycle Bridge Project will not have a significant effect on the environment with implementation of the mitigation measures identified in the Mitigated Negative Declaration; and

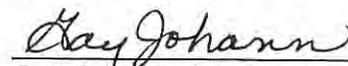
**BE IT FURTHER RESOLVED**, that the City Council adopts the Mitigated Negative Declaration and Mitigation Monitoring Program for the proposed project and approves the Fryer Creek Pedestrian and Bicycle Bridge Project.

ADOPTED this 2<sup>nd</sup> day of May 2011 by the following vote:

AYES:	Rouse, Sanders, Brown, Barbose, Gallian
NOES:	None
ABSTAIN:	None
ABSENT:	None

  
\_\_\_\_\_  
Laurie Gallian, Mayor

ATTEST:

  
\_\_\_\_\_  
Gay Johann, City Clerk

**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