

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



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 6172E
As of May 21, 2021

Subject: Foster Encroachment Identified Through PG&E's Electric Encroachment Program (EEP)
Request for Approval Under Public Utilities Code Section 851 and General Order 173

Division Assigned: Energy

Date Filed: 04-22-2021

Date to Calendar: 04-26-2021

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	05-20-2021

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Kimberley Loo

(415)973-4587

PGETariffs@pge.com

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



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

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

The AL status certificate indicates:

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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

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

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

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

April 22, 2021

Advice 6172-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Foster Encroachment Identified Through PG&E's Electric Encroachment Program (EEP) – Request for Approval Under Public Utilities Code Section 851 and General Order 173

Purpose

Pacific Gas and Electric Company (PG&E) requests approval under Public Utilities Code Section 851 (Section 851) and General Order 173 to enter into an Encroachment Agreement (Agreement) with Nadine Elizabeth Foster (Owner). In the Agreement, PG&E consents to physical encroachments on PG&E's right-of-way.

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

Background

PG&E's Electric Encroachment Program (EEP) involves inspecting the real property under and around PG&E's electric lines for items like structures and vegetation which can interfere with PG&E's ability to maintain, inspect, and safely operate its system.

The Owner is the fee title owner of a single-family residence located at 6890 Double Eagle Road, Mariposa, California (Property). The grant deed for the Property is included herein as Attachment 1. PG&E holds an easement (Easement) for its above ground electric distribution line right-of-way on the Property included herein as Attachment 2. The Easement is located on the southeasterly portion of the Property (Easement Area) and is described in Attachment 2 and shown on Attachment 3 in Exhibit "B." During PG&E's EEP inspection, PG&E identified a structure (Improvement) encroaching in PG&E's easement approximately 238 square feet into the Easement Area. The Improvement is a portion of a barn.

The Easement prohibits the construction of structures within 10 feet of the centerline of the Easement Area. In light of this encroachment (Encroachment), PG&E initiated communication with the Owner to obtain an encroachment agreement, which Owner

signed. The Agreement is included herein as Attachment 3. The Agreement prohibits Owner from altering the Improvement, rebuilding in the event the Improvement is demolished or destroyed, and the Owner agrees to maintain the Improvement that encroaches into the Easement.

PG&E has conducted inspections of the Property, identified the Encroachments, and determined that the Improvement as constructed does not interfere with PG&E's operations in the Easement Area. PG&E has determined that the improvement allows for sufficient clearance for overhead electric transmission facilities. PG&E can access its facilities for any maintenance or safety-related work if necessary. PG&E has determined that the Improvement does not interfere with the safe and reliable provision of utility service to customers.

The Agreement reserves PG&E's right to use the Encroachment Area for the purposes granted to PG&E in the Easement as PG&E deems necessary or appropriate for the interest of its service to its customers or the public.

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

For the above reasons, the Commission should approve this Section 851 request to grant the Owner as listed in Attachment 3, the ability to continue use of property in the specified Encroachment Areas and find that doing so is not adverse to the public interest because, in all cases, it will not impair PG&E's provision of safe and reliable utility service.

Tribal Land Transfer Policy

On December 5, 2019, the Commission adopted a policy titled, "Investor-Owned Utility Real Property – Land Disposition - First Right of Refusal for Disposition of Real Property Within the Ancestral Territories of California Native American Tribes" (Policy). The Policy directs investor-owned utilities to (1) notify the appropriate local Native American Tribes of any proposed dispositions of utility-owned real property that are subject to Section 851 and (2) to allow 90 days for the Tribes to respond as to their interest in purchasing the subject real property.

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 exempt from the Policy.

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
Steven Frank
Law Department
P.O. Box 7442
San Francisco, CA 94120
Telephone: (415) 973-6976
Facsimile: (415) 973-5220
Email: steven.frank@pge.com

Nadine Foster
6890 Double Eagle Road
Mariposa, CA 95338

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

The Owner is the fee title owner of Property in the City of Mariposa, County of Mariposa, State of California. The Property is located at 6890 Double Eagle Road, Mariposa, California and is designated as Assessor's Parcel Number (APN) 009-240-027, more specifically described in Attachment 3. The Property is currently being used as a single-family residence with a barn.

PG&E is the owner of an Easement for above ground electric distribution lines, consisting of a route with a building restriction width of 20 feet on the Property. A more specific description of the easement can be found in Attachment 2.

(c) Intended Use of the Property:

The intended use of the Property is for the existing encroaching Improvements to remain within the easement area with PG&E's consent. The encroaching Improvement is a portion of a barn. This Improvement and the Encroachment area are shown on Attachment 3 in Exhibit "B" on page 10.

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

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

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

Not Applicable

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

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

Not Applicable

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

Not Applicable

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

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

Not Applicable.

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

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

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

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

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

(m) Environmental Information

Pursuant to General Order 173, the Advice Letter program applies to proposed transactions that will not require environmental review by the CPUC as a lead agency under the California Environmental Quality Act ("CEQA") either because: (a) a statutory or categorical exemption applies (the applicant must provide a Notice of Exemption from the Lead Agency or explain why an exemption applies), or (b) because the transaction is not a project under CEQA (the applicant must explain the reasons why it believes that the transaction is not a project), or (c) because another public agency, acting as the Lead Agency under CEQA, has completed environmental review of the project, and the Commission is required to perform environmental review of the project only as a Responsible Agency under CEQA.

(1), (2) Not a "Project" Under CEQA

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

Approval of this Agreement is not a project for purposes of CEQA review as no physical change to the property will result from the approval of the Agreement, as the Improvement has 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 May 12, 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 May 22, 2021, which is 30 days from the date of submittal.

Notice

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

_____/S/
Erik Jacobson
Director, Regulatory Relations

Attachments

Attachment 1	Owner's Grant Deed
Attachment 2	PG&E's Easement
Attachment 3	Encroachment Agreement

***** **SERVICE LIST Advice 6172-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

Mariposa County Clerk
4982 10th Street
Mariposa, CA 95338
(209) 966-2007

Nadine Foster
6890 Double Eagle Road
Mariposa, CA 95338



ADVICE LETTER SUMMARY



ENERGY UTILITY

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

Company name/CPUC Utility No.: Pacific Gas and Electric Company (ID U39E)

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Kimberly Loo

Phone #: (415)973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: KELM@pge.com

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 6172-E

Tier Designation: 2

Subject of AL: Foster Encroachment Identified Through PG&E's Electric Encroachment Program (EEP) – Request for Approval Under Public Utilities Code Section 851 and General Order 173

Keywords (choose from CPUC listing): Compliance, 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: AL 4424-G

Summarize differences between the AL and the prior withdrawn or rejected AL: Revises advice letter number.

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: 5/22/21

No. of tariff sheets: 0

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

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

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

Tariff schedules affected: N/A

Service affected and changes proposed¹: N/A

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

¹Discuss in AL if more space is needed.

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

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

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

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

Advice 6172-E
April 22, 2021

Attachment 1

Owner's Grant Deed

**- Recorder
Mariposa Co Official Records**

Recorded at the request of
Public

JC
9/02/2014
9:40 AM

RECORDING REQUESTED BY and
WHEN RECORDED MAIL TO:

McGOLDRICK & McGOLDRICK
Attorneys at Law
49239 Golden Oak Loop
Oakhurst, CA 93644

DOC#: **20142973**



00020142973

Titles:	1	Pages:	1
Fees			14.00
Taxes			0.00
Others			0.00
PAID			\$14.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ NONE—R & T 11930
...Computed on the consideration or value of property conveyed; or
...Computed on the consideration or value less liens or encumbrances
remaining at time of sale

AS DECLARED BY THE UNDERSIGNED GRANTOR
Signature of Declarant or Agent determining tax - Firm Name

This conveyance transfers an interest into or out of a living trust.

TRUST TRANSFER DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged

NADINE E. FOSTER, an unmarried woman as her sole and separate property,

hereby GRANTS to

NADINE ELIZABETH FOSTER, Trustee of The Nadine Elizabeth Foster Living Trust, dated August 28, 2014,

that certain real property in the County of Mariposa, State of California, commonly known as 6890 B. Double Eagle Road, Mariposa, California, and more particularly described as follows:

APN: 009-240-027

Parcel "B" as shown on Map for Italo Benedetti, filed November 16, 1995, in the Mariposa County Recorder's Office in Book 26 of Parcel Maps, at Page 46.

Excepting therefrom the mobile home or manufactured housing unit and appurtenances, if any, located on said land.

Dated: August 28, 2014

NADINE E. FOSTER

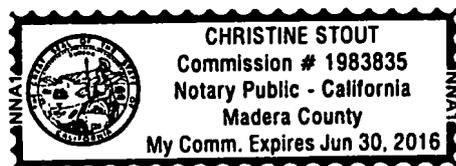
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF MADERA)

On August 28, 2014, before me, CHRISTINE STOUT, a Notary Public, personally appeared NADINE E. FOSTER, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person 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

MAIL TAX STATEMENTS TO: Nadine E. Foster, Trustee, 6890 B Double Eagle Road, Mariposa, CA 95338

END OF DOCUMENT

Advice 6172-E
April 22, 2021

Attachment 2

PG&E's Easement

AFTER RECORDING
RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Department
P.O. Box 719
Merced, CA 95341-0719

Location: City/Uninc _____

Recording Fee _____

Documentary Transfer Tax \$ NONE

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances
Remaining at Time of Sale

Consideration or Value Less Than \$100.

GREG AVELER

Signature of declarant or agent determining tax

2204-19-0079
872785

Recorded, at the Request of
Pacific Gas Electric
July 14, 1987 at 10:20 AM
Official Records
Fee \$ 7.00
EVELYN N. BILLINGS
Mariposa County Recorder
Mary F. Fogar
Deputy Recorder FOR RECORDER'S USE ONLY

2204-19-0079

EASEMENT

MIKE CRAIN and KATHY CRAIN, husband and wife,

first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,

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 _____ County of Mariposa, State of California, described as follows:

APN 09-060-032

Parcel B as shown upon the Parcel Map for Debra Kwalwasser filed for record in Book 22 of Parcel Maps at page 37, Mariposa County Records; being a portion of Section 15, Township 4 South, Range 19 East, M.D.B.&M.

Said facilities shall consist of:

Such poles, aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cables, fixtures, and appurtenances, as second party deems necessary located along the route staked on the ground by employees of second party and approved by first party.

First party further grants to second party the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communication facilities along said route (including ingress thereto and egress therefrom).

First party shall not erect or construct any building or other structure or drill or operate any well under second party's electrical conductors or within 10.0 feet of the center line of said facilities.

Second party shall also have the right to trim _____
and clear away or otherwise control any trees or brush along said _____

_____ facilities whenever considered necessary for the complete enjoyment of the rights hereby granted.

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

IN WITNESS WHEREOF first party has executed these presents this 11 day
of MAY, 19 87.

Mike Crain
Mike Crain

Kathy Crain
Kathy Crain

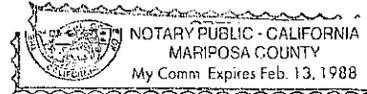
Executed in the presence of:

Sheila Call
WITNESS

SJ/Yosemite, Plat 4194 & 419156
WO 513189D, SD 44E04487, Y-59-87
SW1/4 SW1/4 Sec. 15, T.4S., R.19E.,
M.D.B.&M.
Ref. LD 2204-19-0064

Prepared LP:pls

Checked DG



62-4202 (Individual) Rev. 1/83

STATE OF CALIFORNIA
County of MARIPOSA } ss.

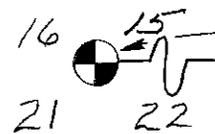
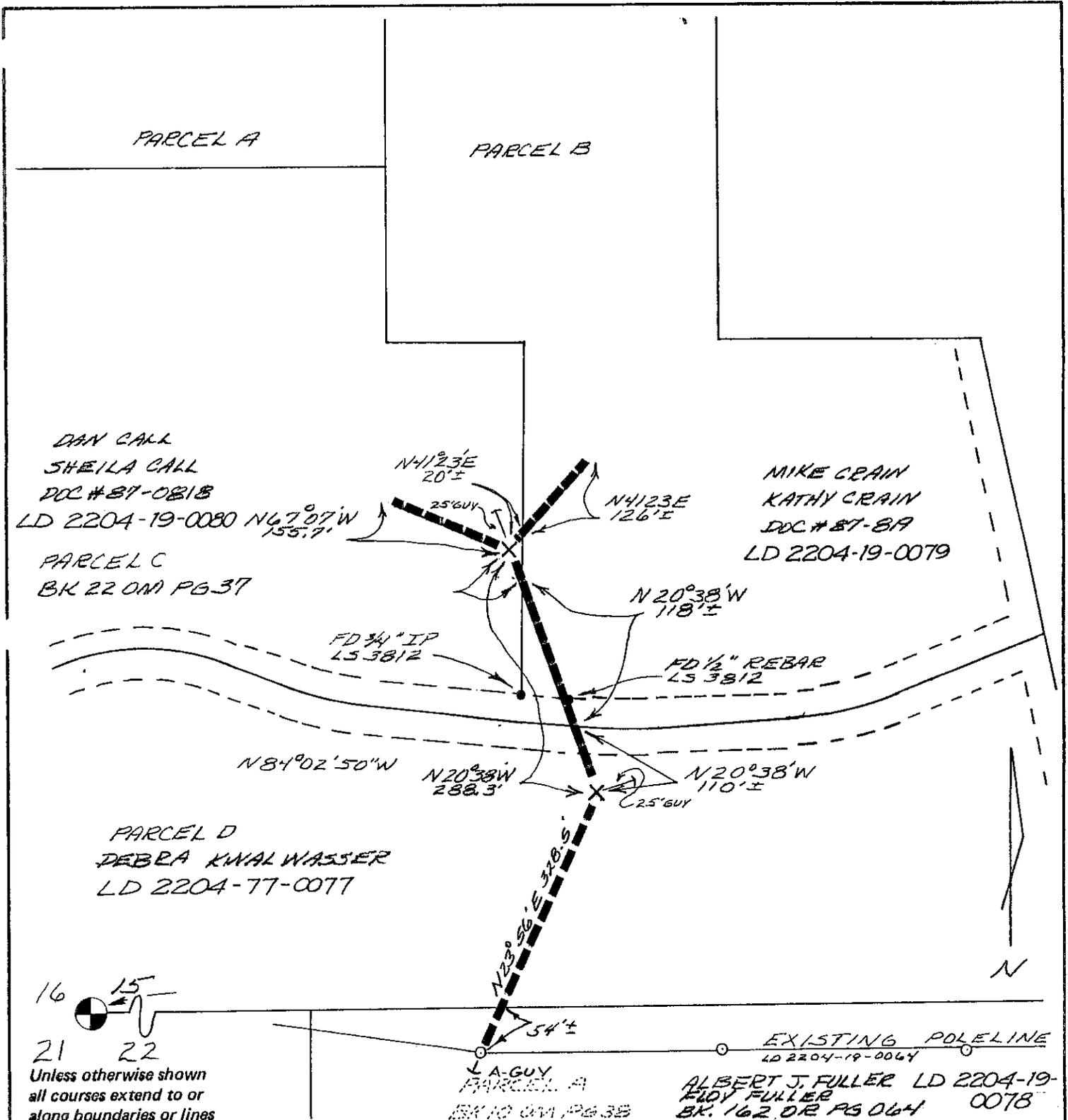
On this 11th day of MAY, in the year 1987, before me, Helen Kwalwasser,
a Notary Public for the State of California, personally appeared MIKE CRAIN AND KATHY CRAIN

Official Seal



_____ personally known to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) whose name(s) S subscribed to this instrument, and ac-
knowledged that They executed it.

Helen Kwalwasser END OF DOCUMENT
Notary Public for the State of California 2



Unless otherwise shown
all courses extend to or
along boundaries or lines

CITY, RANCHO, SUBDIVISION, ETC.				SCALE		DATE	
21 KV EXTENSION TO SERVE DAN CALL & MIKE CRAIN				1" = 150'		04-16-87	
SECTION		TOWNSHIP	RANGE	MERIDIAN			
SW 1/4 SW 1/4 SEC 15		45	19E	NDBT/M			
NW 1/4 NW 1/4 SEC 22		COUNTY OF MARIPOSA SDN 4E D 4487					
CHG.	DATE	DESCRIPTION	AUTH.	BY	CH.	F.B.I. LL	DR. BY: LP CH. BY:
	APN 09-60-033 09-60-034		PG and E			53/10 SEMITE DIVISION	W0513189D 4-5787
REFERENCES				AUTHORIZATION		DRAWING NO. CHG.	

15 100 410

Advice 6172-E
April 22, 2021

Attachment 3

Encroachment Agreement

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
6111 Bollinger Canyon Road, Mail Code BR1Y3A
San Ramon, CA 94583
Attention: Manager – Encroachment Management

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# 2204-19- 10003
(APN 009-240-027)

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this "**Agreement**") is made and entered into this 11th day of October, 2019 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and NADINE ELIZABETH FOSTER, Trustee of The Nadine Elizabeth Foster Living Trust, dated August 28, 2014 hereinafter called "**Owner**".

RECITALS

A. Owner is the fee title owner of certain real property within the County of Mariposa, State of California, Assessor's Parcel Number 009-240-027 (hereinafter, the "**Property**") legally described in **Exhibit "A"** attached hereto and made a part hereof.

B. PG&E is the owner of that certain easement and right-of-way (the "**Easement**") for poles and wires for the transmission of electric energy and for communication purposes, and for all other purposes connected therewith, as set forth in the Grant of Easement recorded July 14, 1987 as Document Number 872785 of Official Records Mariposa County Records. The portion of the Property encumbered by the Easement is hereinafter referred to as the "**Easement Area**." The Easement provides in part that "First party shall not erect or construct any building or other structure or drill or operate any well under second party's electrical conductors or within 10.0 feet of the center line of said facilities."

C. Owner has a barn on the Property. A portion of this barn, including other improvements associated therewith (the "**Improvements**") are in 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 shown on the map labeled **Exhibit "B"** attached hereto and made a part hereof.

D. PG&E has determined that the Improvements, 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 encroachments 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, Owner 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 14.4 feet, a total Encroachment Area of approximately 238 square feet, in the manner and location as more specifically set forth in Exhibit "B" subject to the terms and conditions set forth herein.

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

3. Termination; Restoration. PG&E may terminate Owner's rights under this Agreement, at any time, upon ninety (90) days written notice to the Owner, if PG&E, in its sole and absolute discretion, should determine that Owner's 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, Owner, at Owner's 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. Owner 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 Owner fails to remove all Improvements that encroach onto the Easement Area or fail to repair or restore the Property within said ninety (90) day period, PG&E may perform such removal, repair or restoration as necessary and recover such costs and expenses therefore from Owner. Owner agrees to allow access to PG&E onto the Property for such purpose, and Owner shall pay all such costs and expenses within ten (10) days of receipt of an invoice therefore. Owner further acknowledge that PG&E's

termination right shall not be affected by any Improvements that Owner have made to the Easement Area, regardless of the nature or extent of those Improvements. Owner understands and agrees that notwithstanding that Owner may have made a substantial investment in such improvements, Owner shall not be entitled to any compensation whatsoever for the termination of Owner's rights under this Agreement by PG&E. (Owner to initial here NE F, _____).

4. Indemnification; Release.

(a) Indemnification. Owner 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 Owner or Owner's contractors, agents, or invitees, or the exercise by Owner of its rights hereunder, or the performance of, or failure to perform, Owner's duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of PG&E; (2) injury to property or other interest of PG&E, Owner 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 Owner is obligated to indemnify or provide a defense hereunder, Owner upon written notice from PG&E shall defend such action or proceeding at Owner's sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Release. Owner accepts all risk relating to its occupancy and use of the Easement Area. PG&E shall not be liable to Owner for, and Owner hereby waives, releases, exonerates, discharges and covenants not to sue PG&E and the other Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to any occurrence on or about the Easement Area, the condition of Easement Area, the use or occupancy of the Easement Area by Owner, 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. Owner 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 Owner's use or occupancy of the Easement Area.

6. Alterations. Except for the Improvements authorized pursuant to this Agreement, Owner shall not construct any additional buildings or structures on the Easement Area, nor shall Owner 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, Owner 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. Owner accepts the Encroachment Area and the Easement Area in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Easement Area. Owner understands that numerous hazards, environmental or otherwise, may be located in, on, or underlying the Easement Area, and that hazardous materials may be used in connection with PG&E facilities that may be operated in the Easement Area, and agrees that entry onto the Easement Area is at Owner's sole risk and expense.

9. Maintenance. Owner shall be responsible for the maintenance of the Improvements in good condition and repair, and Owner 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 Owner shall conduct its activities in such a manner so as not to endanger the Easement, the environment and human health and safety. Owner shall be responsible for remediation of any hazardous materials release caused by Owner, and to clean and remove debris and/or promptly repair any damages to the Easement Area following any entry or activity by Owner, 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. 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, Mail Code BR1Y3A
San Ramon, California 94583

With a copy to:

Pacific Gas and Electric Company
P.O. Box 7442, Mail Code B30A
San Francisco, California 94120
Attention: Managing Counsel, Commercial and Environmental

If to Owner:

Nadine Foster
6890 Double Eagle Road
Mariposa, CA 95338

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

13. Entire Agreement. This Agreement and the Grant of Easement, supersede 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.

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

15. Assignment. This Agreement and the rights of Owner hereunder are appurtenant to the Property presently owned by Owner 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.

16. 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.

17. Survival of Obligations. Owner's 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.

18. 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.

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

20. 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.

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

22. 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 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"

"Owner"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

NADINE ELIZABETH FOSTER, Trustee of
The Nadine Elizabeth Foster Living Trust,
dated August 28, 2014

Nadine Elizabeth Foster, Trustee
Nadine Elizabeth Foster, Trustee

State of California
County of Mariposa)

On October 11, 2019, before me, Susan A. Stonum Notary Public,
Insert name of the officer.
personally appeared Nedine Elizabeth Foster

_____, 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.



Susan A. Stonum
Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

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

State of California
County of _____)

On _____, before me, _____ Notary Public,
Insert name of the officer.

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

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

EXHIBIT "A"

LEGAL DESCRIPTION

The parcel of land described in the Trust Transfer Deed from Nadine E. Foster, an unmarried woman as her sole and separate property to Nadine Elizabeth Foster, Trustee of the Nadine Elizabeth Foster Living Trust, dated August 28, 2014 and recorded in Document No. 20142973, Official Records of Mariposa County, California and more particularly described as follows:

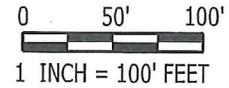
That certain real property in the County of Mariposa, State of California, commonly known as 6890 B. Double Eagle Road, Mariposa, California, and more particularly described as follows:

Parcel "B" as shown on map for Italo Benedetti, filed November 16, 1995 in the Mariposa County Recorder's Office in Book 26 of Parcel Maps, at Page 46.

Excepting therefrom the mobile home or manufactured housing unit and appurtenances, if any, located on said land.

APN: 009-240-0270

TOWNSHIP 4 SOUTH, RANGE 19 EAST, S 1/2
 SW 1/4 SECTION 15, M.D.B. & M.



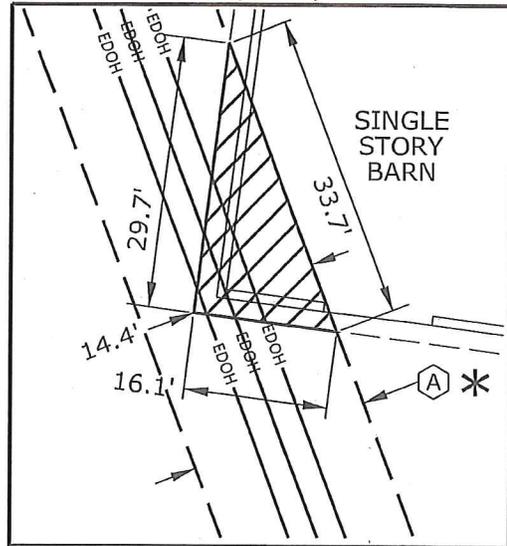
LEGEND

- SUBJECT PARCEL LINE
- PG&E EASEMENT LINE
- CENTER POLE LINE
- ELECTRIC OVERHEAD LINES
- BUILDING FOOTPRINT
- BUILDING OVERHANG
- UTILITY POLE
- (N.T.S.) - NOT TO SCALE

EASEMENT NOTES

- A** EASEMENT FOR POLE LINE PURPOSES IN FAVOR OF PACIFIC GAS & ELECTRIC CO. PER DOC NO. 872785 DATED MAY 11, 1987. LD #2204-19-0079
- *** SUBJECT TO BUILDING, STRUCTURES, DRILLING AND WELL RESTRICTIONS. SEE DOCUMENT FOR SUBJECT PARTICULARS.

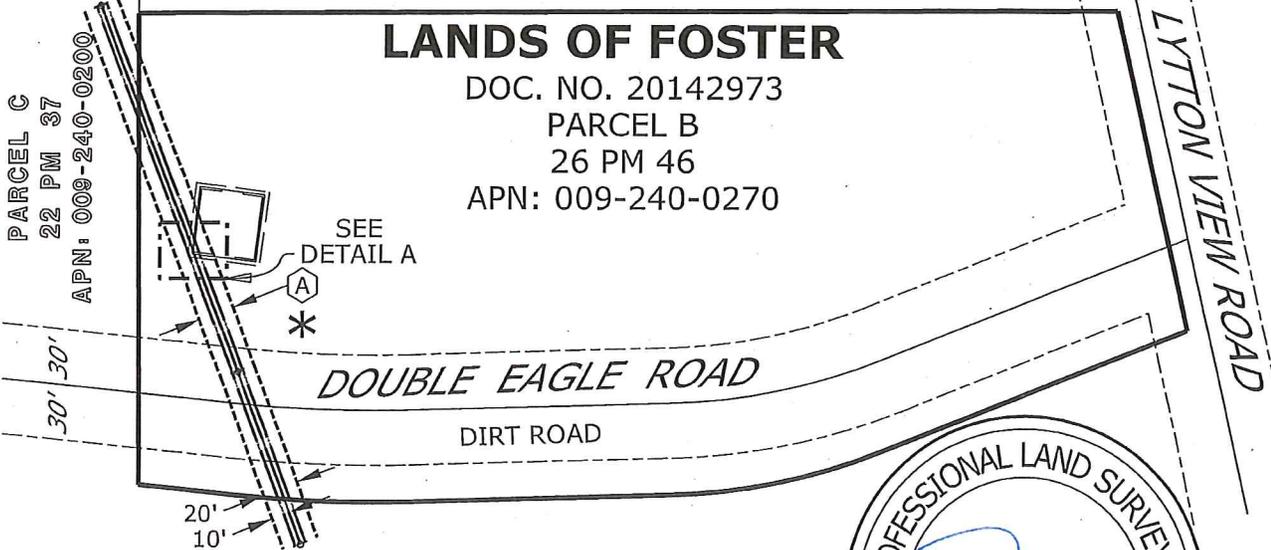
DETAIL A (N.T.S.)



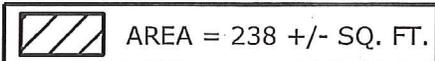
PARCEL A
 26 PM 46
 APN: 009-240-0260

LANDS OF FOSTER

DOC. NO. 20142973
PARCEL B
 26 PM 46
 APN: 009-240-0270



ENCROACHMENT AREA



REF. DWG NO. ENB-0841



AUTHORIZATION 41964599	
BY	EDMO
DR	EDMO
CH	J6F9
O.K.	J6F9
DATE	08/07/2019

EXHIBIT "B"
 MARIPOSA 2101
 6890 DOUBLE EAGLE ROAD
 MARIPOSA, CALIFORNIA
 PACIFIC GAS AND ELECTRIC COMPANY
 San Francisco California



PROJ. NO.	E_00080	
AREA	5, YOSEMITE	
COUNTY	MARIPOSA	
SCALE	1 INCH = 100 FEET	
SHEET NO.	1	OF 1
DRAWING NUMBER	ENA-0254	
CHANGE	1	

**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