

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



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 6838E
As of March 2, 2023

Subject: Advice Letter for Easement Modification of the Electrical Vehicle Charging Station
Easement at Bishop Ranch 9 Request for Approval Under Section 851 and General Order
173

Division Assigned: Energy

Date Filed: 01-27-2023

Date to Calendar: 02-03-2023

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	02-27-2023

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Kimberly Loo

(415)973-4587

PGETariffs@pge.com

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



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

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

The AL status certificate indicates:

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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

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

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

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



January 27, 2023

Advice 6838-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Advice Letter for Encroachment Agreement at Pacific Gas & Electric Company's Electrical Vehicle Charging Station Easement at Bishop Ranch 9 – Request for Approval Under Section 851 and General Order 173

Purpose

The purpose of this advice letter is to obtain permission to install improvements within Pacific Gas & Electric Company's Electric Vehicle Charging Station Easement.

Pacific Gas and Electric Company (PG&E) requests Public Utilities Commission (Commission or CPUC) approval under Public Utilities Code Section 851 and General Order 173 to enter into an encroachment agreement (Agreement) between PG&E and WAGONER HOLDINGS, LLC, a California limited liability company (Owner). This is needed in order to facilitate Owner's request to construct solar canopies within a portion of PG&E's Electrical Vehicle Charging Station Easement (Easement Area) that is located on Owner's property at Bishop Ranch 9, APN 213-133-087-6, 2600 Camino Ramon in the City of San Ramon, Contra Costa County, California (Property).

PG&E has inspected the Electrical Vehicle Charging Station Easement and has determined that the construction of solar canopies do 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 will not be adverse to the public interest.

Background

PG&E currently owns the rights to an Electrical Vehicle Charging Station Easement within the Property. The Easement provides, in part that "Grantor Shall not erect or construct any building or other structure or drill or operate any well within said easement area". The Owner contacted PG&E requesting the construction of solar canopies within a portion of the Easement Area as shown in Exhibit "B" of Attachment 1. PG&E determined that the solar canopies would not interfere with PG&E's operation of its electric distribution facilities.

PG&E and the Owner have agreed to execute an Agreement to allow for the proposed solar canopies to encroach into the Electrical Vehicle Charging Station Easement, conditioned on Section 851 approval (Attachment 1).

For all of the above reasons, PG&E request that the Commission approve this Section 851 Advice Letter and the Agreement between PG&E and the Owner.

Tribal Lands Policy

As explained below, because this transaction is not the transfer of a fee interest in real property, the Tribal Lands Policy does not apply.

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 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	Wagoner Holdings, LLC
Steve Frank	2600 Camino Ramon, Suite #201
Law Department	San Ramon, CA 94583
P.O. Box 7442	Attn: Alexander Mehran Jr.
San Francisco, CA 94120	Telephone: (925) 866-0100
Telephone: (415) 971-5091	Email: tanya.wooldridge@dsdrenewables.com
Facsimile: (415) 973-5520	
Email: Steven.Frank@pge.com	

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

The Property is in the City of San Ramon, County of Contra Costa, State of California, Assessor's Parcel Number 213-133-087-6. The Property is currently used as a business park commonly known as Bishop Ranch 9.

(c) Intended Use of the Property:

Upon CPUC approval of the Encroachment Agreement, the Owner will install solar canopies over the electric vehicle charging stations.

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

PG&E is being financially reimbursed for time & materials.

(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 is no impact to PG&E's rate base nor will granting the Encroachment Agreement will not 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 Owner 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.

In the matter at hand, section (a) applies. The City of San Ramon has determined this project to be exempt from CEQA because (i) ministerial projects

to be approved by the City are exempt pursuant to Public Resources Code Section 21080 (b), and (ii) the proposed project is not subject to the federal Clean Water Act, federal Endangered Species Act, or a streambed alteration permit pursuant to Chapter 6 of Division 2 of the Fish and Game Code. The City Zoning Administrator Order No. 06-21 is included as Attachment 3.

Protests

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than February 16, 2023, which is 20 days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
E-mail: EDTariffUnit@cpuc.ca.gov

The protest shall also be electronically sent to PG&E via E-mail at the address shown below on the same date it is electronically delivered to the Commission:

Sidney Bob Dietz II
Director, Regulatory Relations
c/o Megan Lawson
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 and e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

Pursuant to the review process outlined in General Order 173, PG&E requests that this Tier 2 advice letter become effective on February 26, 2023, 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 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.

***** SERVICE LIST for Advice 6838-E *****
APPENDIX A

Jonathan Reiger
Legal Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 355-5596
jzr@cpuc.ca.gov

*****AGENCIES*****

N/A

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

Mary Jo Borak
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-1333
bor@cpuc.ca.gov

Wagoner Holdings, LLC
2600 Camino Ramon, Suite #201
San Ramon, CA 94583
Attn: Alexander Mehran Jr.
Telephone: (925) 866-0100
Email: tanya.wooldridge@dsdrenewables.com

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



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: 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) #: 6838-E

Tier Designation: 2

Subject of AL: Advice Letter for Easement Modification of the Electrical Vehicle Charging Station Easement at Bishop Ranch 9 – Request for Approval Under Section 851 and General Order 173

Keywords (choose from CPUC listing): Section 851

AL Type: Monthly Quarterly Annual One-Time Other:

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

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

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

Confidential treatment requested? Yes No

If yes, specification of confidential information:

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

Resolution required? Yes No

Requested effective date: 2/26/23

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

California Public Utilities Commission
Energy Division Tariff Unit Email:
EDTariffUnit@cpuc.ca.gov

Contact Name: Sidnev Bob Dietz II. c/o Megan Lawson
Title: Director, Regulatory Relations
Utility/Entity Name: Pacific Gas and Electric Company

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email: PGETariffs@pge.com

Contact Name:
Title:
Utility/Entity Name:

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

CPUC
Energy Division Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Clear Form

Attachment 1

Encroachment Agreement

RECORDING REQUESTED BY AND RETURN TO:

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

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2302-01-10033

AGREEMENT

(APN 213-133-087-6)

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this "**Agreement**") is made and entered into this ___ day of _____, 2022 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and WAGONER HOLDINGS, LLC, a California limited liability company, hereinafter called "**Owners**".

RECITALS

A. Owners are the fee title owners of certain real property within the City of San Ramon, County of Contra Costa, State of California, Assessor's Parcel Number 213-133-087-6 (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 the Electrical Vehicle Charging Station and for all other purposes connected therewith, as set forth in the easement dated December 11, 2018 and recorded on February 1, 2019 as Document 2019-0014114, Contra Costa County Records (the "**Easement**"). The portion of the Property encumbered by the Easement is hereinafter referred to as the "**Easement Area**." The Easement provides in part that "Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area."

C. Owners have requested that PG&E grant permission for the construction of a solar canopies, transmission lines, conduits, and related facilities (the "**Improvements**") within the Easement Area. The construction of which violates the prohibition against buildings or other structures contained in the Easement Area. The portion of the Easement Area upon which the Improvements will be constructed is shown on the map labeled **Exhibit "B"** attached hereto and made a part hereof (the "**Encroachment Area**").

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 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 set forth in Exhibit "B" subject to the terms and conditions set forth herein. In addition, Owner and its designees, invitees and assigns 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 (Disposition Letter Advice Letter Decision) _____, in like manner as though said provisions were set forth in full herein.

3. Termination; Restoration. **PG&E may terminate Owners' rights under this Agreement, at any time, upon ninety (90) days written notice to the Owners, if PG&E, in its reasonable discretion, should determine that Owners' use of the Easement Area in any way interferes with, impairs or otherwise impedes PG&E's full use of the facilities installed or may be installed by PG&E in the vicinity of the Easement Area in accordance with the Easement. 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 ninety (90) day period, PG&E may perform such removal, repair or restoration as necessary and recover such costs and expenses therefore**

from Owners. Owners agree to allow access to PG&E onto the 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. Notwithstanding the foregoing, in the event PG&E sends a written ninety (90) day notice to terminate this Agreement pursuant to this Section 3, Owners shall have an option to modify or relocate within ninety (90) days applicable portions of the Improvements in a manner that no longer results, in PG&E's reasonable determination, an interference, impairment, or impediment to PG&E's full use of the facilities installed under the Easement. In such case, PG&E shall not terminate this Agreement, provided if at the end of the ninety (90) day period the Improvements are not completed or continue to result in an interference, impairment, or impediment to PG&E's full use of the facilities, this Agreement shall terminate upon the end of the ninety (90) days and Owners shall remove all the Improvements onto the Easement Area and repair and restore the Property pursuant to this Section 3 (Owners to initial here).

4. Interference; Restoration. The operation of the Improvements by Owner or Owner's designees, invitees or assigns shall not materially interfere with the operations or facilities of PG&E. At the conclusion of any construction, all debris and other construction materials within the Easement Area shall be removed and such area restored to substantially the same condition they were in prior to the commencement of construction of the Improvements thereon.

5. 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 to the extent arising from the 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.

(a) 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 Indemnatee, to the extent any injury, damage, or loss arises from the active negligence or willful misconduct of such Indemnatee.

6. 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.

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

8. Intentionally Omitted.

9. 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.

10. 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.

11. 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.

12. 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.

13. Notice. Any notices or communications hereunder shall be in writing and shall be personally delivered or sent by first class mail, certified or registered, postage prepaid, or sent by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at its address or addresses listed below, or to such other address or addresses for a party as such party may from time to time designate by notice given to the other party. Notices shall be deemed received, 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:

Pacific Gas and Electric Company
2730 Gateway Oaks Drive
Sacramento, CA 95833
Attn: Dawn Plise, Manager, Land Rights - North

With a copy to:

Pacific Gas and Electric Company
P.O. Box 7442, Mail Code B3OA
San Francisco, CA 94120
Attn: General Counsel

If to Owners:

Wagoner Holdings, LLC
2600 Camino Ramon, Suite #201
San Ramon, CA 94583
Attn: Alexander Mehran Jr.
Telephone: (925) 866-0100

With a copy to:

Sunset Development Company
2600 Camino Ramon, Suite 201
San Ramon, CA 94583
Attn.: General Counsel

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

15. Entire Agreement. This Agreement and the Grant of Easement, 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.

16. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns (subject to the provisions of Section 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.

17. 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 other than to any successor owner, tenant, or other person or entity holding a fee or leasehold interest in the Property. Any purported assignment, transfer, conveyance or encumbrance violating the foregoing condition shall be void and of no effect.

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

19. 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.

20. 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.

21. Severability. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law; provided the material provisions of this Agreement can be determined and effectuated.

22. 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.

23. 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.

24. 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.

25. Other Documents. Each party agrees to sign any additional documents or permit applications which may be reasonably required to effectuate the purpose of this Agreement. Provided, however, that PG&E will not be required to take any action or execute any document that would result in any cost, expense or liability to PG&E.

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

"PG&E"

"Owners"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

WAGONER HOLDINGS, LLC, a
California limited liability company

By: _____

By:  _____

Name: Dawn Plise

Name: David M. Fields

Its: Manager, Land Rights - North

Title: Executive Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

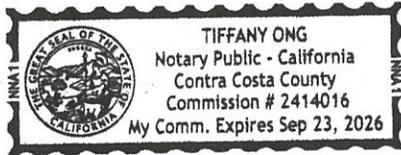
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)
On December 19, 2022 before me, Tiffany Ong, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared David M. Fields
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

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

State of California
County of _____)

On _____, before me, _____ Notary Public,
Insert name
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 OF THE PROPERTY

The land referred to herein below is situated in the City of San Ramon, County of Contra Costa, State of California and described as follows:

The parcel of land conveyed by Annabel Investment Company, a California limited partnership to Wagoner Holdings, LLC, a California limited liability company by deed dated December 1, 2016 as Document No. 2016-0265375, Contra Costa County Records.

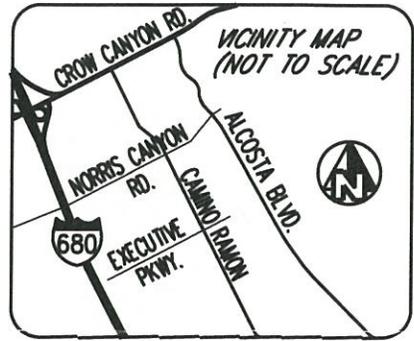
APN: 213-133-087



EXHIBIT "B"

PROPOSED PG&E EASEMENT
ENCROACHMENT, SHEET 1 OF 2

213-131-003-5



NORRIS CANYON ROAD

① SUBJECT PROPOSED CANOPY & PV. ARRAY,
INCLUDING APPURTENANT TRANSMISSION LINES,
CONDUITS, & PRIVATE UTILITY FACILITIES

← APPLICANT'S PROPERTY LINE

APPLICANT'S PARCEL
A.P.N. 213-133-087-6

PROPOSED CANOPY/
PHOTOVOLTAIC ARRAY
AND APPURTENANT
STRUCTURES

← 10' EX. PG&E
EASEMENT

**DOC. No.
2016-0285375,
CONTRA COSTA
COUNTY RECORDS**

EX. 20' SANITARY SEWER EASEMENT

IRON HORSE REGIONAL TRAIL

213-133-048-8

CAMINO RAMON



ASSUMED
NORTH

①
SUBJECT EXISTING 10'
PG&E EASEMENT, DOC.
No. 2019-0014114-00

PROPOSED CANOPY/
PV. ARRAY...

PROPOSED
CANOPY/
PV. ARRAY...

SEE DETAIL "A", SH. 2/2

213-133-053-8 ADJOINER'S PROPERTY LINE →

APPROX. GEO. LOC.: 37°46'25.45" N., 121°57'48.83" W., (WGS84)

APPLICANT: WAGONER HOLDINGS, LLC - BISHOP RANCH 9
2409 CAMINO RAMON, SAN RAMON, 94583-4285

SCALE:
N/A

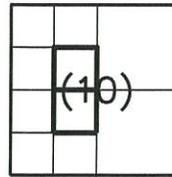
DATE:
07/06/22

(SECTION 10)	TOWNSHIP (02 S.)	RANGE (01 W.)	MERIDIAN: (M.D.B.M.)	COUNTY OF CONTRA COSTA		CITY OF SAN RAMON	
				F.B.: N/A	DR. BY: JUHT	CH. BY: KDPA	
PG&E DIST. PLAT MAP: G1220, ELECTRIC PG&E L.D. REFERENCES: 2302-01-10009				AREA 2, MISSION DIVISION		000184276 AUTHORIZ.	3029919 DRAWING No.

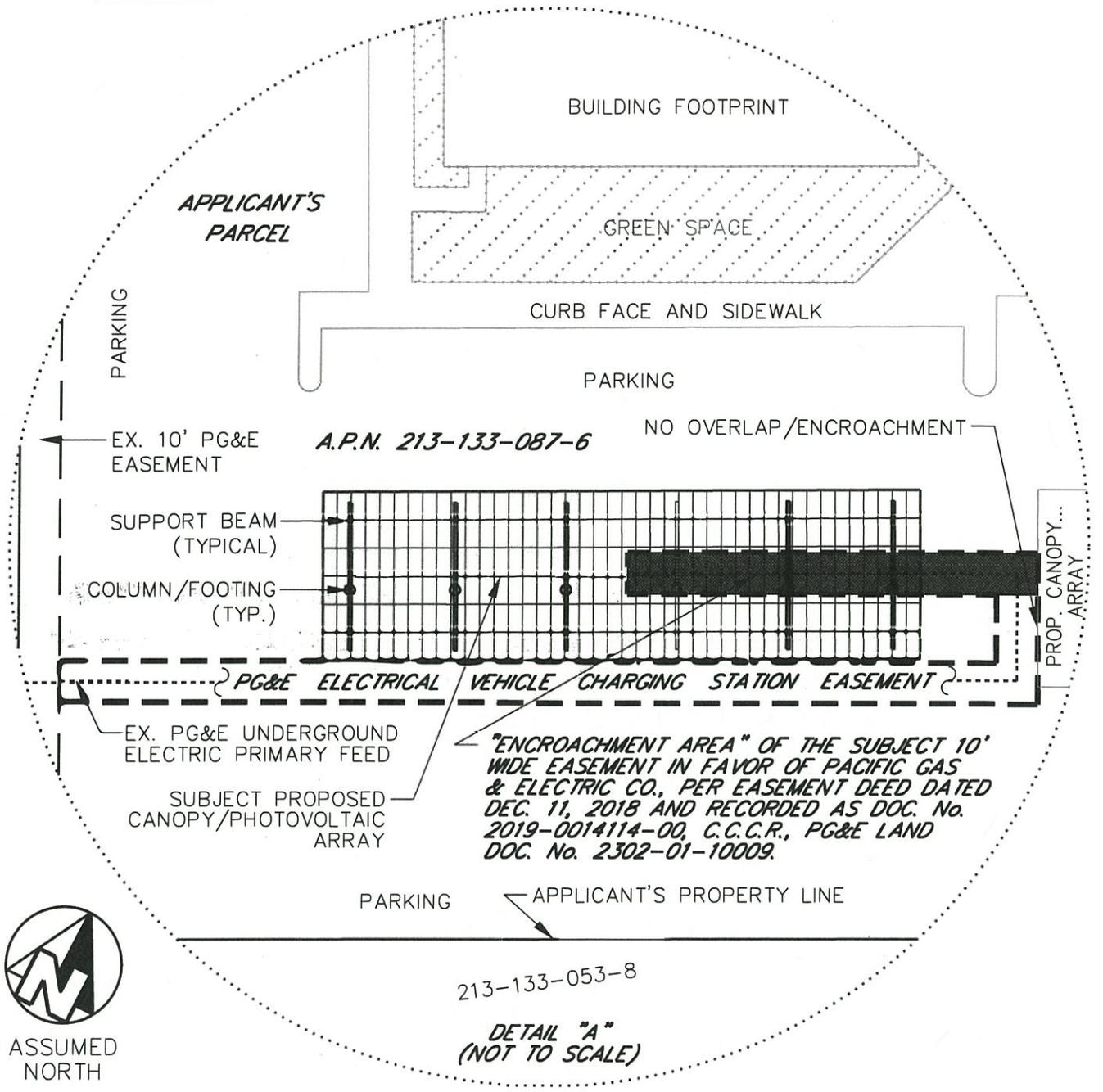


EXHIBIT "B"

PROPOSED PG&E EASEMENT
ENCROACHMENT, SHEET 2 OF 2



REAL PROPERTY
SITUATED IN SE./4
OF NW./4 & NE./4
OF SW./4 (SEC. 10...)



(...) DENOTES PROJECTED PUBLIC LAND SURVEY SYSTEM UPON RANCHO SAN RAMON (NORRIS)
APPROX. GEO. LOC.: 37°46'25.45" N., 121°57'48.83" W., (WGS84)

APPLICANT: WAGONER HOLDINGS, LLC - BISHOP RANCH 9 2409 CAMINO RAMON, SAN RAMON, 94583-4285				SCALE: N/A	DATE: 07/06/22
(SECTION 10)	TOWNSHIP (02 S.)	RANGE (01 W.)	MERIDIAN: (M.D.B.M.)	COUNTY OF CONTRA COSTA	CITY OF SAN RAMON
				F.B.: N/A	DR. BY: JUHt CH. BY: KDPA
PG&E DIST. PLAT MAP: G1220, ELECTRIC PG&E L.D. REFERENCES: 2302-01-10009			AREA 2, MISSION DIVISION	000184276 AUTHORIZ.	3029919 DRAWING No.

Attach to LD: 2302-01-10033
Area, Region or Location: 2 (Mission)
Land Service Office: Concord RMC
Line of Business: Electric Charging Station (95), Electric Distribution (43)
Business Doc Type: Easements
MTRSQ: (23.02.01.10.42) Rancho San Ramon (Norris)
FERC License Number: N/A
PG&E Drawing Number: 3029920
Plat No.: AQ124-A03
LD of Affected Documents: 2302-01-10009
LD of Cross Referenced Documents: N/A
Type of interest: Encroachment Agreements (69), Electric Underground Easements (4), Utility Easement (86)
SBE Parcel: N/A
% Being Quitclaimed: N/A
Order or PM: 31402544
JCN: N/A
County: Contra Costa
Utility Notice Number: N/A
851 Approval Application No: _____ ;Decision: _____
Prepared By: KJFC
Checked By: F1GL
Approved By:
Revised by:

Attachment 2

Easement Deed

Distribution and EV Charging Easement (Modified 10/17)
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 ADDRESS

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ 0

- 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



CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk - Recorder
DOC - 2019 - 0014114 - 00



Check Number 110047
Friday, FEB 01, 2019 08:28:46
MOD \$8.00 REC \$18.00 FTC \$7.00
DAF \$2.70 REF \$0.30 RED \$1.00
ERD \$1.00 SB2 \$75.00
Ttl Pd \$113.00 Nbr-0003395636
MMM / R2 / 1-8

(SPACE ABOVE FOR RECORDERS USE ONLY)

LD 2302-01-10009

ELECTRICAL VEHICLE CHARGING STATION EASEMENT

This ELECTRICAL VEHICLE CHARGING STATION EASEMENT ("Easement") is made and entered into as of December 11, 2018 by and between WAGONER HOLDINGS, LLC, a California limited liability company ("Grantor"), and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Grantee").

Recitals

- A. Grantor is the owner of that certain real property located in the City of San Ramon, Contra Costa County, California more particularly described on Exhibit A attached hereto (the "Grantor Property").
- B. In connection with an electric vehicle charging station contract between Grantor and Grantee, Grantee has requested and Grantor has agreed to an easement for ingress and egress on, over and across Grantor Property and an easement for the construction of underground transmission lines and above ground equipment and pads for the operation of electrical vehicle charging supply equipment.

NOW, THEREFORE, the parties agree as follows:

- 1. Grantor hereby grants to Grantee the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities for the distribution of electric energy and communication purposes, within the easement area (as hereafter defined), together with a right of way for ingress thereto and egress therefrom, over and across Grantor's Property. The term "Easement Area" means the strip(s) of land of the uniform width of 10 feet, lying five feet on each side of the alignment of the facilities as initially installed hereunder. The approximate location of the transmission lines and facilities are shown on Exhibit B attached hereto and made a part hereof.

2. The purposes of the easement is to construct, install and operate 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; electric vehicle charging supply equipment, bollards and/or curbs or other associated safety equipment, associated signage; and fixtures and appurtenances necessary to any and all thereof (collectively, the "Grantee Equipment"). Grantee shall, upon the exercise of any of its rights specified herein, at its sole cost and expense, restore the surface of the easement area to a condition at least equal to the condition existing immediately prior to the exercise of such rights.

3. Grantor further grants to Grantee the right, from time to time, after notice to and confer with Grantor, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

4. Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area. Subject to Grantee's express rights as set forth herein, Grantor retains all rights with respect to the surface of the easement area, including, but not limited to, the right to (a) the undisturbed use and occupancy of the easement area for its own purposes including for parking, walkways, driveways, and access to and through the easement area and resurfacing and restriping of the same; (b) grant additional easements on and/or across the easement area; (c) dedicate the easement area to any governmental entities; (d) convey the easement area to any other party subject to the terms of this easement agreement; and (e) any other use of the easement area reasonably consistent with and which does not impair in any manner the grant of easement set forth herein.

5. Grantor further grants to Grantee 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 communications facilities within said easement area (including ingress thereto and egress therefrom).

6. Grantee agrees to maintain the facilities installed in or upon the easement area in good condition and repair and replace same, as wear and tear requires. Grantee, shall be solely responsible for the costs and expenses for such maintenance, repair, and/or replacement, unless such damage is caused by Grantor.

7. All contractors involved with the work contemplated herein shall be properly licensed for the work they perform, shall have liability insurance, and all work will be performed pursuant to valid permits and in accordance with all applicable laws, statutes, ordinances, rules and regulations.

8. No violation of this Easement by, or enforcement of this Easement against, any party, shall affect, impair, defeat, eliminate or render invalid the lien of any mortgage of deed of trust made in good faith and for value encumbering Grantor's property described herein, or any portion thereof. This Easement shall be binding upon and enforceable against any party who has acquired its title by foreclosure, trustee's sale, voluntary conveyance or otherwise and any such party shall hold any and all property so purchased or acquired subject to all of the covenants and restrictions contained in this Easement, provided that such party shall not be required to cure any continuing

violation hereunder that is not reasonably capable of being cured provided that such party otherwise complies with the covenants, conditions and requirements contained in this Easement during its period of ownership.

9. Grantor may, without Grantee's consent but upon (90) days' prior written notice to Grantee, relocate the underground transmission lines and/or above ground equipment and pads for the operation of electrical vehicle charging supply equipment, and any Grantee Equipment located therein, to other locations on the Grantor Property. Grantor shall complete such relocation at Grantor's sole cost and expense. In connection with any such relocation, Grantee shall cooperate with Grantor to amend this Easement, including Exhibit B hereto, to update the description of the easement area to reflect the relocation of underground transmission lines and above ground equipment and pads, as applicable.

10. In the event of abandonment of said easement and right of way or any portion thereof, and non-use thereof, after initial installation of aforesaid facilities shall be conclusive evidence of the abandonment thereof, Grantee shall upon written demand therefor execute and deliver to Grantor a good and sufficient quitclaim of said easement and right of way or such portion thereof as may be abandoned.

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

12. In exercising its easement rights hereunder, neither Grantee nor any of its contractors shall unreasonably interfere with, disrupt, or materially adversely affect (a) Grantor's business operations or access rights at the property owned by Grantor, or (b) the use and enjoyment of Grantor's property by Grantor and its tenants and invitees, provided the proposed use does not unreasonably interfere with the rights granted herein. Grantee shall fully comply and shall cause all of its contractors to fully comply, with any and all vendor rules or other similar on-site rules of Grantor relating to Grantor's property.

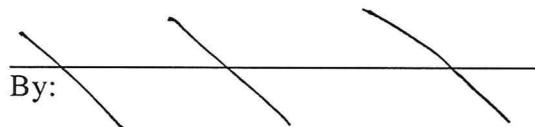
13. This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

Dated: December 11, 2018

WAGONER HOLDINGS, LLC, a California limited liability company


By: Alexander R. Mehran, Jr.
Manager

By: 

Grantee agrees to comply with all of the terms, conditions, covenants and restrictions set forth in this Easement.

**PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation**

By: Justin Sadler
Name: JUSTIN SADLER
Its: MANAGER, ELECTRIC VEHICLES

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

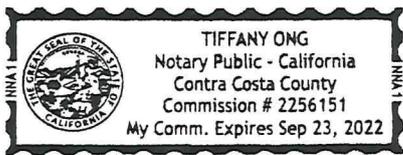
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)
On December 11, 2018 before me, Tiffany Ong, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Alexander R. Mehran, Jr.
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein below is situated in the City of San Ramon, County of Contra Costa, State of California and described as follows:

The parcel of land conveyed by Annabel Investment Company, a California limited partnership to Wagoner Holdings, LLC, a California limited liability company by deed dated December 1, 2016 as Document No. 2016-0265375, Contra Costa County Records.

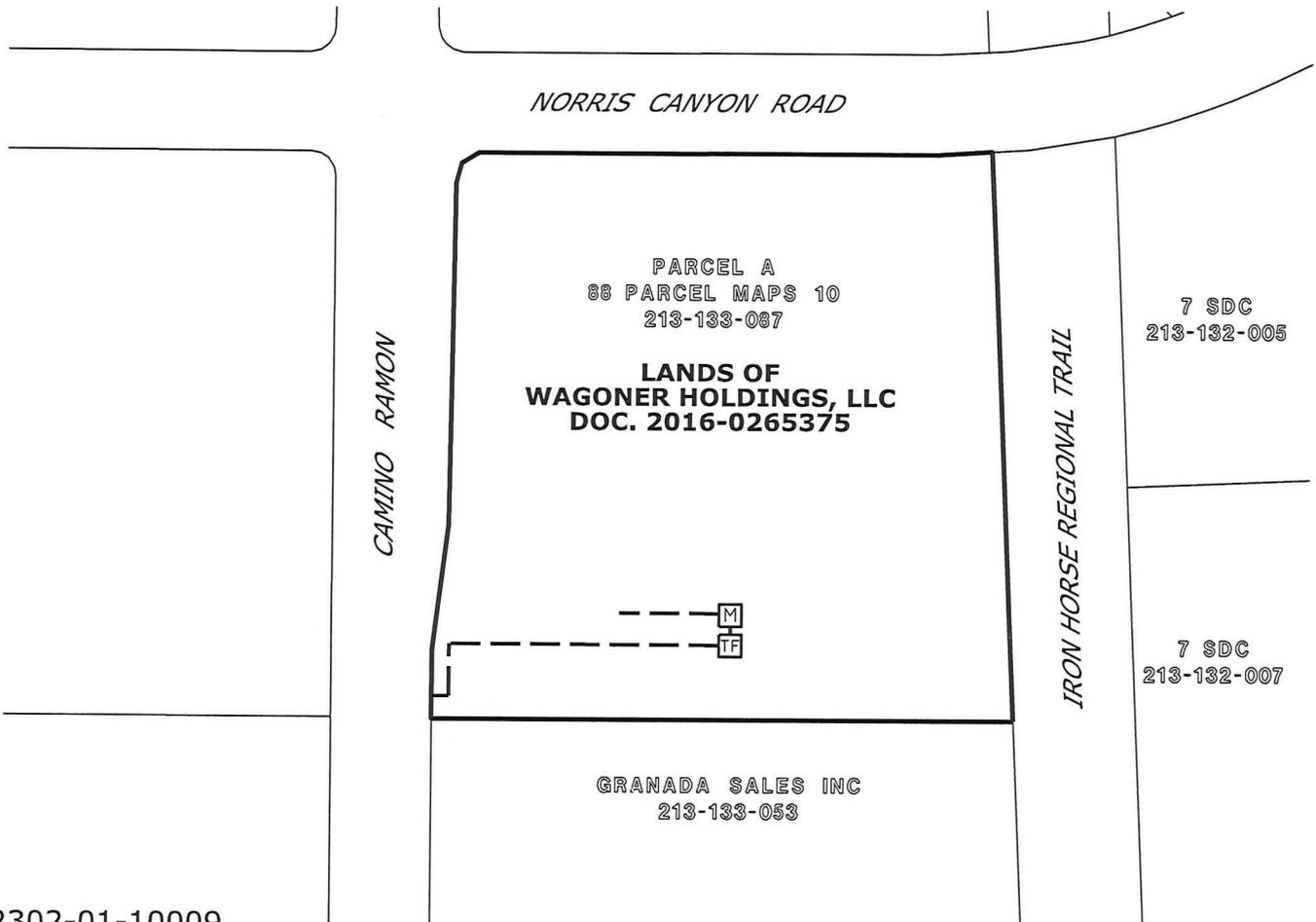
APN: 213-133-087

RANCHO SAN RAMON (NORRIS)

LEGEND

-  - SUBJECT PARCEL LINE
-  - APPROXIMATE CENTERLINE OF 10' WIDE PG&E U/G ELECT. EASEMENT
-  - ELECTRIC METER
-  - ELECTRIC TRANSFORMER
- U/G - UNDERGROUND

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG BOUNDARIES OR LINES



2302-01-10009

APPLICANT:				EXHIBIT B		SCALE	DATE
WAGONER HOLDINGS, LLC - BISHOP RANCH 9, 2409 CAMINO RAMON, SAN RAMON				COUNTY OF: CONTRA COSTA		NOT TO SCALE	11/28/2018
SECTION (SE1/4 OF NW1/4) (SECTION 10)	TOWNSHIP (02 S)	RANGE (01 W)	MERIDIAN (M.D.B.&M.)	CITY OF: SAN RAMON			
PLAT MAP REFERENCES				F.B.:	DR.BY: CXOQ	CH.BY: CXVE	
2016-0265375, 88 PM 10 DIST. MAP G1220				PG&E	MISSION DIVISION	31402542 ORDER NO.	31402542 DRAWING NO.

Attach to LD: 2302-01-10009
Area, Region or Location: 2, Mission
Land Service Office: Sacramento
Line of Business: Electric Charging Station (95), Electric Distribution 43)
Business Doc Type: Easements
MTRSQ: (23.02.01.10.42) Rancho San Ramon (Norris)
FERC License Number: n/a
PG&E Drawing Number: 31402542
Plat No.: G1220
LD of Affected Documents: n/a
LD of Cross Referenced Documents: n/a
Type of interest: Utility Easement (86), Electric Underground Easements (4)
SBE Parcel: n/a
% Being Quitclaimed: n/a
Order or PM: 31402542 Ops: 0070
JCN: n/a
County: Contra Costa
Utility Notice Number: n/a
851 Approval Application No: n/a ;Decision: n/a
Prepared By: cxoq
Checked By: cxve
Approved By:
Revised by:

Attachment 3

ZA Order No. 06-21

ZA ORDER NO. 06-21

**OFFICE OF THE ZONING ADMINISTRATOR,
CITY OF SAN RAMON APPROVING
DEVELOPMENT PLAN AMENDMENT 2021-0007**

Applicant: Distributed Solar Operations, LLC (c/o Kaveh Haddadi)

Property Owner: Sunset Building Company LLC

Project Name: Bishop Ranch 9 Solar Photovoltaic Installation

WHEREAS, on May 26, 2021, the Applicant submitted Development Plan Amendment (DPA 2021-0007) application to install a 336 KWAC solar system consisting of 1,064 photovoltaic panels mounted on new canopies within the existing parking lots at 2409 Camino Ramon (APN: 213-133-087); and

WHEREAS, pursuant to Government Code Section 65850.5 (b), the City shall administratively approve solar system installation because State policies promote and encourage the use of solar energy systems; and

WHEREAS, ministerial projects to be approved by the City are exempt from Division 13 Environmental Quality of Public Resources Code pursuant to Public Resources Code Section 21080 (b) (1); and

WHEREAS, the proposed solar system installation is statutory exempt from Division 13 Environmental Quality of Public Resources Code pursuant to Public Resources Code Section 21080.35, because the proposed Project is not subject to the federal Clean Water Act, federal Endangered Species Act, or a streambed alteration permit pursuant to Chapter 6 of Division 2 of the Fish and Game Code; and

WHEREAS, on June 14, 2021, the subject application was deemed to be complete by the Planning Services Division; and

WHEREAS, pursuant to Sections D6-23.F and D7-24 of the Municipal Code of the City of San Ramon, a Public Notice was duly noticed on June 18, 2021; and

WHEREAS, no written requests for a public hearing were received by the Planning Services Division; and

WHEREAS, the proposed Development Plan Amendment application is consistent with the requirements of Section D6-23 (Development Plans) of the Municipal Code of the City of San Ramon; and

NOW, THEREFORE, BE IT RESOLVED that the Zoning Administrator does hereby make the following findings based on the all the evidence in the record (including but not limited to all application materials, the written and oral staff reports, and oral and written comments received by the City):

1. Regarding the Development Plan Amendment:

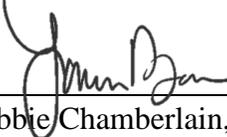
- a. The recitals above are true and correct and are incorporated herein by reference; and

- b. The Project will not be detrimental to the health, safety, and general welfare of persons residing or working in the neighborhood of the proposed development because the proposed solar system installation is promoted and encouraged by the State and local policies, and does not alter the function and the layout of the existing parking lots, and all solar panels are screened with the existing landscaping from the public view, and the project is condition to comply with the Stormwater C.3 Provision of the Contra Costa County Clean Water Program; and
- c. The Project will not be injurious or detrimental to property or improvements in the neighborhood because the proposed solar system installation is substantially screened from the public view with the existing landscaping; and
- d. The Project will not be injurious or detrimental to the general welfare of the City because the proposed solar system installation is encouraged by the State and local policies and is consistent with the standards in the General Plan and Zoning Ordinance; and
- e. The Project is consistent with and furthers the policies and goals of the General Plan because solar system installation is encouraged in the Air Quality and Greenhouse Gas Element to minimize air pollution and greenhouse gas emissions.
- f. The Project is architecturally compatible with other developments in the same vicinity and on the subject property because the proposed solar system installation is limited to the parking lot and does not alter the appearance of the existing building design, and the solar canopies above the existing parking lots are no taller than 18 ft. and do not affect the appearance of the existing buildings in the project site and its vicinity; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that pursuant to Government Code Section 66020(d)(1), the applicant is hereby given notice that the 90-day period in which the applicant may protest any fees, dedications, reservations or other exactions imposed on the development project and stated in the Conditions of Approval attached hereto shall commence upon passage of this Resolution; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Zoning Administrator does hereby approve the Development Plan Amendment application (DPA 2021-0007) with Zoning Administrator Order No. 06-21 to install a 336 KWAC solar system at 2409 Camino Ramon, based on conformance with the General Plan and the required findings and evidence in the record, subject to the attached Conditions of Approval referenced as Exhibit "A".

Date Approved: June 29, 2021


 _____ for
 Debbie Chamberlain,
 Zoning Administrator

Date Effective: July 9, 2021

Attachments:

Exhibit A: Conditions of Approval

EXHIBIT A

**ZA ORDER NO. 06-21
CONDITIONS OF APPROVAL
DEVELOPMENT PLAN AMENDMENT 2021-0007**

**Bishop Ranch 9 Solar Photovoltaic Installation
2409 Camino Ramon
(APN: 213-133-087)**

Standard Conditions

Planning Services Division:

1. The Project authorized with this action, consists of the installation of a 336 KWAC solar system consisting of 1,064 photovoltaic panels mounted on new canopies within the existing parking lots at 2409 Camino Ramon (APN: 213-133-087), shall be in substantial conformance with the written project description and project plans dated received May 26, 2021, unless modified by the conditions contained herein.
2. Prior to any site work, the Applicant shall obtain necessary building permits from the Building and Safety Services Division.
3. The approval(s) authorized by this action shall expire if the required permits are not issued, and construction initiated within a one (1) year period from the effective date, unless the Project has been legally established as determined by the Planning Services Division. A time extension may be granted in accordance with Section D6-34 of the Zoning Ordinance.
4. Any changes to the operation, additional activities, and/or approved plans, other than those required by these conditions, require prior City review and approval. The Zoning Administrator shall determine the appropriate review authority for any revision or modification to the Project. Minor changes may be approved by the Zoning Administrator.
5. Failure of the Applicant to implement, follow and adhere to these conditions may result in revocation hearing proceedings or modification of the project before the Zoning Administrator or Planning Commission.
6. All construction activities shall be limited to the hours of 7:30 a.m. to 7:00 p.m. on weekdays and 9:00 a.m. to 6:00 p.m. on weekends, and no construction on holidays. The City may impose more restrictive construction days/hours if determined to be necessary to protect the public welfare and safety.
7. The Applicant shall submit a set of annotated conditions elaborating on the compliance status of each condition for the Project and noting how each condition has been

satisfied for the following benchmarks:

- Prior to building permit issuance
- 72 hours prior to final building occupancy request

Prior to Building Permit Issuance

Planning Services Division:

8. As applicable, the Project proponent shall require that all qualifying contractors and subcontractors exercise their option to obtain a Board of Equalization sub-permit for the jobsite and allocate all eligible use tax payments to the City of San Ramon. The Project proponent will require that the contractor or subcontractor provide San Ramon with either a copy of their Board of Equalization account number and sub-permit, or a statement that use tax does not apply to their portion of the Project.
9. All development impact fees shall be paid per the City adopted Fee Resolution based at time of building permit issuance. The Applicant may request an estimate of the fees.
10. Final conditions of approval shall be printed on the cover page of the building permit plan submittal.
11. A final plan for all utility meters, transformers, irrigation control boxes, backflow devices, valves, or other above ground structures shall be submitted to Planning for review and approval. Said utilities shall be located outside of the required front setback and shall be placed in underground vaults, screened by landscaping or buildings, fencing or painted in a manner which reflects the building and landscaping design and setback requirements.
12. The final lighting plan and photometric shall be reviewed and approved by San Ramon Police Services, Building Services, and Planning Services Division. These plans shall conform to provisions of the City of San Ramon Security Ordinance and the Zoning Ordinance.

Engineering Services Division:

13. The project plans shall be revised to achieve the compliance with the Stormwater C.3 Provision of the Contra Costa County Clean Water Program. The revised project plans shall be reviewed and approved by the City.

San Ramon Valley Fire Protection District:

14. Submit full sets of building plans to the San Ramon Valley Fire Protection District for review and approval.

During Site Development

Planning Services Division:

15. The Applicant shall be responsible to contain all trash, construction debris and materials on-site until disposal off-site can be arranged.
16. No use, process or activity shall produce objectionable odors that are perceptible without instruments by reasonable persons at the property lines of a site.
17. The use, storage, handling, and transportation of combustibles, explosives, radioactive and hazardous materials shall comply with the applicable provisions of the Fire, Building and Zoning Code and any applicable laws.
18. Uses, activities, and processes shall not produce unreasonable, disturbing, or unnecessary emissions of heat or humidity, at the property line of the site on which they are situated, that cause material distress, discomfort, or injury.

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

AT&T Albion Power Company	East Bay Community Energy Ellison Schneider & Harris LLP Engineers and Scientists of California	Pioneer Community Energy
Alta Power Group, LLC Anderson & Poole	GenOn Energy, Inc. Goodin, MacBride, Squeri, Schlotz & Ritchie Green Power Institute Hanna & Morton ICF	Public Advocates Office Redwood Coast Energy Authority Regulatory & Cogeneration Service, Inc.
Atlas ReFuel BART	iCommLaw International Power Technology Intertie	Resource Innovations SCD Energy Solutions San Diego Gas & Electric Company
Barkovich & Yap, Inc. Braun Blaising Smith Wynne, P.C. California Cotton Ginners & Growers Assn California Energy Commission	Intestate Gas Services, Inc.	SPURR San Francisco Water Power and Sewer Sempra Utilities
California Hub for Energy Efficiency Financing	Johnston, Kevin Kelly Group Ken Bohn Consulting Keyes & Fox LLP Leviton Manufacturing Co., Inc.	Sierra Telephone Company, Inc. Southern California Edison Company Southern California Gas Company Spark Energy Sun Light & Power Sunshine Design Stoel Rives LLP
California Alternative Energy and Advanced Transportation Financing Authority California Public Utilities Commission Calpine	Los Angeles County Integrated Waste Management Task Force MRW & Associates Manatt Phelps Phillips Marin Energy Authority McClintock IP McKenzie & Associates	Tecogen, Inc. TerraVerde Renewable Partners Tiger Natural Gas, Inc.
Cameron-Daniel, P.C. Casner, Steve Center for Biological Diversity	Modesto Irrigation District NLine Energy, Inc. NRG Solar	TransCanada Utility Cost Management Utility Power Solutions Water and Energy Consulting Wellhead Electric Company Western Manufactured Housing Communities Association (WMA) Yep Energy
Chevron Pipeline and Power City of Palo Alto	OnGrid Solar Pacific Gas and Electric Company Peninsula Clean Energy	
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 Dish Wireless L.L.C.		