

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



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 6957E
As of July 7, 2023

Subject: Easement Modification Agreement for 384 Foster City Boulevard, Foster City Request for Approval Under Section 851 and General Order 173

Division Assigned: Energy

Date Filed: 06-01-2023

Date to Calendar: 06-12-2023

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	07-01-2023

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Stuart Rubio

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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

June 1, 2023

Advice 6957-E
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Easement Modification Agreement for 384 Foster City Boulevard,
Foster City – Request for Approval Under Section 851 and General
Order 173**

Purpose

The purpose of this advice letter is to memorialize an existing arrangement allowing for commercial parking beneath Pacific Gas and Electric Company's (PG&E's) electric transmission overhead facilities in Foster City.

PG&E requests Public Utilities Commission (Commission or CPUC) approval under Public Utilities Code Section 851 and General Order 173 to modify its easement rights to allow for commercial parking via an easement modification agreement (Easement Modification Agreement). The Easement Modification Agreement will allow Bayco Investment Company (Property Owner) to continue to park vehicles within PG&E's electric transmission easement located at 384 Foster City Boulevard, Foster City, San Mateo County Assessor's Parcel Number 094-521-140 (Property). The Easement Modification Agreement is attached hereto as **Exhibit 1**.

PG&E has determined that the modification of PG&E's rights in the Easement Modification Agreement does not interfere with PG&E's operations or PG&E's ability to provide safe and reliable utility service. In addition, the Easement Modification Agreement will not be adverse to the public interest.

Background

PG&E was granted an easement for its electric transmission facilities from Lincoln Property Company No. 74 on December 6, 1976 (Easement), attached hereto as **Exhibit 2**. The Easement provides in part that "First party reserves the right to use said strip for purposes which will not interfere with second party's full enjoyment of the rights hereby granted; provided that first party shall not provide parking facilities for vehicles of any kind or description within said strip." However, in 1976, PG&E provided permission to the original underlying fee owner to park vehicles, via a consent letter specific to that owner. The lot was paved and spaces for parking were designated around the existing towers and underneath the existing overhead facilities. Subsequent owners continued to use the space for parking.

The Property Owner reached out to PG&E in late 2022 asking that we modify the Easement to remove the restriction against parking within the strip, in preparation for their sale of the Property. PG&E has determined that the Easement Modification Agreement will not negatively affect PG&E's provision of safe and reliable utility service to its customers and will not be adverse to the public interest. For all of the above reasons, PG&E requests that the Commission approve this Section 851 advice letter for the Easement Modification Agreement between PG&E and Property Owner.

Tribal Lands Policy

The Tribal Lands Policy does not apply to this transaction because PG&E is not transferring a fee interest in real property.¹

Other Information

(a) Identity and Addresses of All Parties to the Proposed Transaction:

Pacific Gas and Electric Company
Law Department: Steven Frank
300 Lakeside Drive
Oakland, CA 94612
Telephone: (415) 971-5091
Email: steven.frank@pge.com

Bayco Investment Co.
Nick.J Schubin
P.O. Box 6105
Boise, ID 83707
Telephone: (650) 332-7288
Email: nick@baysidecap.com

Legacy Partners Business Assets
Revocable Trust u/d/t May 12,2003
C.Preston Buthcer
950 Tower Ln., Suite 900
Foster City, CA 94494
Telephone: (650) 570-2250
Email: butcher@legacypartners.com

¹ 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.

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

The Property is located at 384 Foster City Boulevard, Foster City, Assessor's Parcel Number 094-521-140, San Mateo County. It is currently used as commercial office space.

(c) Intended Use of the Property:

Upon CPUC approval, the Easement Modification Agreement will allow for continued commercial parking within PG&E's electric transmission easement area.

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

The Property Owner paid PG&E \$1,000 in administrative fees for preparation of the Easement Modification Agreement.

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

The administrative fees collected for the Easement Modification Agreement will be credited as Other Operating Revenue which will serve to reduce customer rates.

(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 ratebase nor will granting the Easement Modification Agreement affect PG&E's ability to provide reliable service to its customers and the public at large.

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

Not applicable.

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

Not applicable.

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

The granting of the Easement Modification Agreement will not rise to the level that has any realizable economic value to PG&E, as this is a continuation of an existing use.

(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:

The Property Owner is currently preparing to sell the Property and is requesting to formalize its ability to park within the easement area upon CPUC approval of the Easement Modification Agreement.

(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.

The proposed Easement Modification Agreement is not a project for purposes of CEQA review as no physical change to the property will result from conveyance of the Easement Modification Agreement. No improvements or change to the

easement area are required as part of this transaction. Approval of the Easement Modification Agreement therefore does not require environmental review under CEQA.

Protests

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than June 21, 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 July 1, 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 via email 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>.



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 (U 39 E)

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Stuart Rubio

Phone #: 415-973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: stuart.rubio@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) #: 6957-E

Tier Designation: 2

Subject of AL: Easement Modification Agreement for 384 Foster City Boulevard, Foster City – Request for Approval Under 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: No

Summarize differences between the AL and the prior withdrawn or rejected AL: N/A

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: 7/1/23

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: (415)973-2093
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

Easement Modification 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

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD#2304- 04-10058

EASEMENT MODIFICATION AGREEMENT

BAYCO INVESTMENT CO., a corporation, who acquired title as Foster City Parking Associates, a California limited partnership, and LEGACY PARTNERS 2478 LLC, a California limited liability company (collectively "**First Party**"), make this agreement ("**Agreement**") with PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Second Party**"), affecting the lands of First Party, situated in the City of Foster City County of San Mateo, State of California, and described as follows:

(APN 094-521-140)

The parcel of land described and designated as PARCEL B, as shown on the Parcel Map entitled Parcel Map 28-76 recorded on December 17, 1976 in Book 34 of Parcel Maps at Page 25, San Mateo County Records, State of California, being a subdivision of Parcel 2 as shown upon Parcel Map 15-74 recorded on July 29, 1974 and recorded in Book 25 of Parcel Maps at Page 32, San Mateo County Records, State of California.

Second Party is the owner of the following right of way and easement within First Party's said lands (the "**Easement**"):

The easement deed from LINCOLN PROPERTY COMPANY NO. 75 to Second Party dated November 24, 1976 and recorded in Volume 7365 of Official Records at page 52 on January 24, 1977, San Mateo County Records.

First Party desires, and Second Party is willing, to modify the Easement as follows:

The provision that states:

“that the First Party shall not: (c) provide parking facilities for vehicles of any kind or description within said strip;”

Shall be stricken.

It is the intent of the First Party and the Second Party that this modification will allow the First Party to provide parking facilities for vehicles of any kind or description within said strip.

First Party further desires, and Second Party is willing, to grant the additional provision as follows:

“Second Party agrees to provide First Party with at least 60 days’ advance notice of any major repair, maintenance, or construction activities planned to occur within said strip except in the event of an emergency, in which case Second Party shall provide notice as soon as practicable.”

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration paid to Second Party by First Party, the receipt of which is hereby acknowledged, the parties agree that the Easement shall be modified in the manner and to the extent hereinbefore stated and First Party hereby grants to Second Party the rights necessary to effect such modification.

Except as expressly set forth herein, this Agreement shall not in any way alter, modify, or terminate any provision of the Easement.

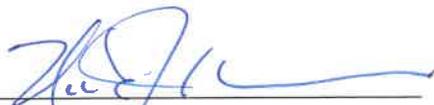
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this _____ day of JAN 25, 2023.

“First Party”

BAYCO INVESTMENT CO., a corporation,
who acquired title as Foster City Parking
Associates, a California limited partnership

By: 
Nick J. Schubin
Bayco Investment Co.

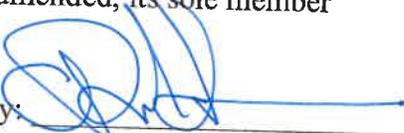
“Second Party”

PACIFIC GAS AND ELECTRIC
COMPANY, a California corporation

By: _____
Stephen Hughes
Supervisor, Land Rights

LEGACY PARTNERS 2487 LLC,
a California limited liability company

By: Preston Butcher Legacy Partners
Business Assets Revocable Trust
u/d/t dated May 12, 2003, as
amended, its sole member

By: 
C. Preston Butcher, Trustee

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 Riverside)

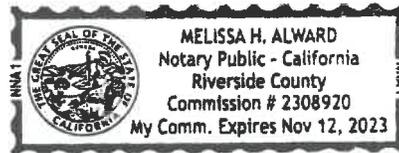
On January 25, 2023, before me, Melissa H. Alward Notary Public,
Insert name
personally appeared C. Preston Butcher

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.

Melissa H. Alward
Signature of Notary Public



(Seal)

CAPACITY CLAIMED BY SIGNER

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

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

State of ~~California~~ Idaho
County of Ada)

On 01-24-23, before me, Tyler W Rex Notary Public,
Insert name
personally appeared Nick J Schobin

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)

TYLER W REX
COMM NO. 20213259
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES: JUNE 30, 2027

CAPACITY CLAIMED BY SIGNER

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

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

State of California

County of _____)

On _____, before me, _____ 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.

(Seal)

Signature of Notary Public

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 _____

Land Service Office San Jose
Operating Department Electric Transmission
USGS location (BASE and MERIDIAN and T, R, S, & QQ) 23.04.04.23
FERC License Number(s) N/A
PG&E Drawing Number(s) 26927
PLAT NO. N/A
LD of any affected documents (if applicable) 2304-04-1338
LD of any Cross-referenced documents (if applicable) N/A
TYPE OF INTEREST (use the number codes) 42
SBE Parcel Number (if applicable, most current and complete #, i.e. 135-01-007-Pcl 4) N/A
(For Quitclaims,) N/A
Order # or PM #: 41860784
JCN:N/A
County: San Mateo
Utility Notice Numbers (if applicable)N/A
851 Approval Application No. Decision
Prepared By: KRWI
Checked By: JGCF
Revision Number (if applicable)

Attachment 2

Easement Deed

ELECTRIC TRANSMISSION
61-6642-1 (Rev. 8-73)

AFTER RECORDING
RETURN TO:

2304-04-1338
FOR RECORDER'S USE ONLY

54542AK VOL 7317 PAGE 628

RECORDED AT REQUEST OF:

PACIFIC GAS AND ELECTRIC CO.

DEC 6 9 51 AM 1976

MARVIN CHURCH, RECORDER
SAN MATEO COUNTY
OFFICIAL RECORDS

600

PACIFIC GAS AND ELECTRIC COMPANY

77 Beale Street
San Francisco, California 94106
Attn: Title Administration Unit, Land Dept.
Location: City/Office Foster City

Recording Fee \$6.00

Documentary Transfer Tax \$ 3.30

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

Remaining at Time of Sale,
Marvin Church
Signature of declarant or agent determining tax

3008-2635 Newark-San Mateo 230 kv T/L EASEMENT

10 76 1

Documentary Transfer Tax
***** PAID *****
San Mateo County
Rec'd By. Ps
Deputy Recorder

Exchange Value \$ 2975.00

LINCOLN PROPERTY COMPANY NO. 75, a partnership,
hereinafter called first party, in consideration of value paid by PACIFIC GAS AND ELECTRIC
COMPANY, a California corporation, hereinafter called second party, the receipt whereof is hereby
acknowledged, hereby grants to second party those perpetual and exclusive easements and rights of
way to construct, operate, maintain, repair, reconstruct, replace, and remove, at any time and from
time to time, electric transmission lines, consisting of one or more lines of towers, poles, and/or
other structures, wires, and cables, including both underground and overhead ground wires, for the
transmission of electric energy and for communication purposes, and all necessary and proper
foundations, footings, crossarms and other appliances and fixtures for use in connection with said
towers, poles and/or other structures, wires and cables, together with a right of way, on, along and
in all of the hereinafter described strip of those certain lands which are situate in the City

of Foster City County of San Mateo

State of California, and are described as follows:

(APN 94-521-120)

PARCEL 2 shown upon PARCEL MAP 15-74 filed for record in Book 25.
of Parcel Maps at page 32, San Mateo County Records.

The aforesaid strip is described as follows:

Indexed

Document re-recorded to reflect
Indexed Documentary Transfer Tax

P.G. & E. CO. COPY VOL 7365 PAGE 52 VOL 7317 PAGE 628

54542AK

74202AK

Beginning at the most southerly corner of PARCEL 2 shown upon PARCEL MAP 15-74 filed for record in Book 25, of Parcel Maps at page 32, San Mateo County Records, and running thence along the exterior boundary lines of said PARCEL 2

(1) north $53^{\circ} 40' 12''$ west (north $54^{\circ} 45' 21''$ west, geodetic), 635.00 feet,

(2) north $6^{\circ} 25' 00''$ west 129.36 feet,

(3) south $53^{\circ} 40' 12''$ east 199.35 feet,

(4) north $87^{\circ} 21' 57''$ east 219.74 feet, and

(5) north $36^{\circ} 19' 48''$ east 73.32 feet

to a point distant 306.50 feet northeasterly from (measured at a right angle to) the southwesterly boundary line of said PARCEL 2; thence leaving said exterior boundary lines and running along a line which is parallel with said southwesterly boundary line

(6) south $53^{\circ} 40' 12''$ east 365.30 feet

to a point in the southeasterly boundary line of said PARCEL 2; thence leaving said parallel line and running along said southeasterly boundary line

(7) south $38^{\circ} 42' 10''$ west 306.76 feet, more or less, to the point of beginning

The bearings and distances used in the above description (except where otherwise noted) are on the California Coordinate System, Zone 3. To obtain geodetic bearings at the point of beginning adjust all California Coordinate bearings $1^{\circ} 05' 09''$ to the left. To obtain ground distances, multiply all distances shown by 1.0000653.

First party further grants to second party:

(a) the right of ingress to and egress from said strip over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to first party; provided that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said strip by any public road or highway now crossing or hereafter crossing said lands; provided, further, that if any portion of said lands is or shall be subdivided and dedicated roads or highways on such portion shall extend to said strip, said right of ingress and egress on said portion shall be confined to such dedicated roads and highways;

(b) the right from time to time to trim and to cut down and clear away or otherwise destroy any and all trees and brush now or hereafter on said strip and to trim and to cut down and clear away any trees on either side of said strip which now or hereafter in the opinion of second party may be a hazard to said towers, poles and/or other structures, wires or cables, by reason of the danger of falling thereon, or may interfere with the exercise of second party's rights hereunder; provided, however, that all trees which second party is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of first party, but all tops, lops, brush and refuse wood shall be burned or removed by second party;

(c) The right from time to time to enlarge, improve, reconstruct, relocate and replace any poles, towers or structures constructed hereunder with any other number or type of poles or towers or structures either in the original location or at any alternate location or locations within said strip;

(d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said strip;

(e) the right to mark the location of said strip by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use first party shall make of said strip.

Second party hereby covenants and agrees:

(a) second party shall not fence said strip;

(b) second party shall promptly backfill any excavations made by it on said strip and repair any damage it shall do to first party's private roads or lanes on said lands;

(c) second party shall indemnify first party against any loss or damage which shall be caused by the exercise of said ingress and egress or by any wrongful or negligent act or omission of second party or of its agents or employees in the course of their employment.

First party reserves the right to use said strip for purposes which will not interfere with second party's full enjoyment of the rights hereby granted; provided that first party shall not:

(a) erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction, or add to the ground level in said strip; provided that first party may install fences and underground pipelines with the written consent of second party, which consent shall not be unreasonably withheld;

(b) deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on said strip, or so near thereto as to constitute, in the opinion of second party, a hazard to said towers, poles, and/or other structures, wires or cables;

(c) provide parking facilities for vehicles of any kind or description within said strip;

(d) grant any easement or easements on, under, or over said strip without the written consent of second party.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

IN WITNESS WHEREOF first party has executed these presents this 24th day of

November, 19 76.

LINCOLN PROPERTY COMPANY NO. 75

By [Signature]
Edgar M. Thrift, Jr., Managing partner

EMT
JR

Executed in the presence of

[Signature]
Witness

VOL 7365 PAGE 52

74202AK
RECORDED AT REQUEST OF

PACIFIC GAS AND ELECTRIC CO.

JAN 24 2 37 PM 1977

MARVIN CHURCH, RECORDER
SAN MATEO COUNTY
OFFICIAL RECORDS

Gas
ap

Prepared GWM

Checked WGJ

FOR NOTARY'S USE ONLY

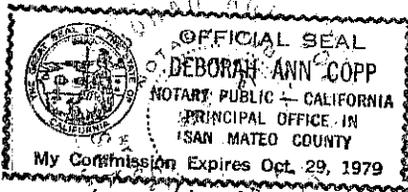
STATE OF CALIFORNIA,

County of San Mateo } ss.

On this twentyfourth day of November in the year one thousand nine hundred and seventy-six before me, Deborah Ann Copp, a Notary Public, State of California, duly commissioned and sworn, personally appeared Edgar M. Thrift, Jr.

known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, in the San Mateo County of San Mateo the day and year in this certificate first above written.



Deborah Ann Copp

Notary Public, State of California.

VOL 7365 PAGE 52

AFTER RECORDING
RETURN TO:

VOL 7365 PAGE 56

2304-04-1338

FOR RECORDER'S USE ONLY

74203AK

RECORDED AT REQUEST OF

PACIFIC GAS AND ELECTRIC CO.

JAN 24 2 37 PM 1977

MARVIN CHURCH, RECORDER
SAN MATEO COUNTY
OFFICIAL RECORDS

400
ap

PACIFIC GAS AND ELECTRIC COMPANY

Land Department

77 Beale Street

San Francisco, California 94106

Attn: Title Administration Unit

Location: City/Unit Foster City

Recording Fee \$400

Documentary Transfer Tax \$ none

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances

Remaining at Time of Sale.

Marvin Church
Signature of declarant or agent determining tax

3008-2642 Newark-San Mateo 230 kv T/L

SUBORDINATION AGREEMENT

TRUSTOR: Lincoln Property Company No. 59

10-76-1

THIS AGREEMENT made by and between TRANSAMERICA TITLE INSURANCE COMPANY, a corporation,

as trustee under that certain deed of trust dated April 13, 1973 and recorded in Book 6366 of Official Records at page 128

in the office of the County Recorder of San Mateo County, State of California, (under which Boise Cascade Building Co., a corporation,

is beneficiary), hereinafter called first party, and PACIFIC GAS AND ELECTRIC COMPANY, a corporation, hereinafter called second party.

WITNESSETH that in consideration of One Dollar (\$1.00) paid by second party, the receipt of which is hereby acknowledged, and at the request of said beneficiary, the first party does hereby consent to the acquisition by second party of a right of way and easement for electric transmission facilities across the lands described in said deed of trust and hereby agrees that any sale made under the provisions of said deed of trust shall be subject to said right of way. (APN 94-521-120)

IN WITNESS WHEREOF first party has executed these presents this 2nd day of DECEMBER, 19 76

TRANSAMERICA TITLE INSURANCE COMPANY, Trustee

By Patrick M. Stanley
CORPORATE ASSISTANT SECRETARY
PATRICK M. STANLEY

74203AK

STATE OF CALIFORNIA
COUNTY OF *SAN MATEO*

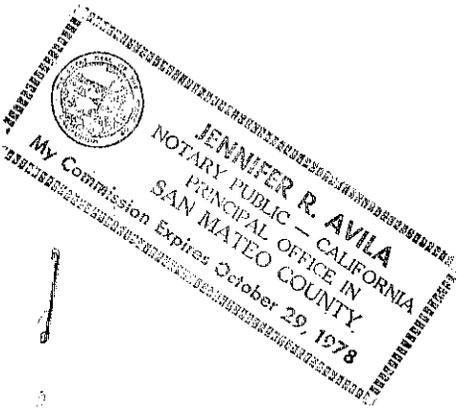
} SS

ON *DECEMBER 2*, 19*76*, before me, the undersigned, a Notary Public in and for said County and State, personally appeared *PATRICK M. STANLEY* known to me to be the *President, and CORPORATE ASST.*

~~known to me to be the~~ Secretary of the Corporation that executed the within instrument and the officers who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-laws or a Resolution of its Board of Directors.

Notary's Signature

Jennifer R. Avila



CORPORATION ACKNOWLEDGMENT

Form No. 14

Do not Record

The undersigned hereby represents to said trustee that the undersigned is now the owner and holder of the note secured by and is the beneficiary under said deed of trust and that the undersigned has not assigned or transferred said note or said deed of trust and said trustee is hereby requested to execute the foregoing consent.

Dated November 30, 1976.

Signed in the presence of:

[Signature]

Witness

San Jose
Dwg. 26926
Dwg. 26927
Dwg. R-3525
T.4S., R.4W.,
M.D.B. & M.
Section 23
SW 1/4 of SW 1/4
3008-2635
76-158
sah
Prepared GWM

Checked WGJ

BOISE CASCADE BUILDING CO.
Beneficiary under said deed of trust

By R.P. Phinney Asst Secy.

By _____

STATE OF CALIFORNIA,

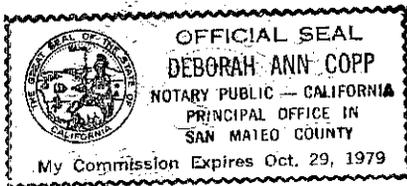
County of San Mateo

ss.

ON THIS 30th day of November, A. D., 1976, before me,
Deborah Ann Copp

a Notary Public in and for said County and State, personally appeared
R. P. Phinney, known to me to be the
Assistant Secretary

of the Boise Cascade Building Co.
the Corporation that executed the within Instrument, known to me to be the
person who executed the within Instrument, on behalf of the Corporation, therein
named, and acknowledged to me that such Corporation executed the same.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
the day and year in this certificate first above written.

Deborah Ann Copp
Notary Public in and for said County and State.

after recording
return to:

2304-04-1338
For Recorder's Use Only

VOL 7365 PAGE 58

74204AK

PACIFIC GAS AND ELECTRIC COMPANY
Land Department
77 Beale Street
San Francisco, California 94106
Attn: Title Administration Union

RECORDED AT REQUEST OF

PACIFIC GAS AND ELECTRIC CO.

JAN 24 2 37 PM 1977

MARVIN CHURCH, RECORDER
SAN MATEO COUNTY
OFFICIAL RECORDS

Location: City/county Foster
Recording fee: \$400
Documentary trans. tax \$ none

computed on full value of property conveyed, or
 computed on full value less liens & encumbrances
remaining at time of sale

Maurice Henderson

Signature of declarant or agent determining tax

400 ap

Newark-San Mateo 230 kv T/L

SUBORDINATION AGREEMENT

TRUSTOR: Lincoln Property Company No. 75

10 76 1

THIS AGREEMENT made by and between TRANSAMERICA TITLE INSURANCE COMPANY, a corporation, as trustee under that certain deed of trust dated August 13, 1976 and recorded in Book 7217 of Official Records at page 571 in the office of the County Recorder of San Mateo County, State of California, (under which Union Bank, a corporation, is beneficiary), hereinafter called first party, and PACIFIC GAS AND ELECTRIC COMPANY, a corporation, hereinafter called second party.

WITNESSETH that in consideration of One Dollar (\$1.00) paid by second party, the receipt of which is hereby acknowledged, and at the request of said beneficiary, the first party does hereby consent to the acquisition by second party of a right of way and easement for electric transmission facilities across the lands described in said deed of trust and hereby agrees that any sale made under the provisions of said deed of trust shall be subject to said right of way.
(APN 94-521-120)

IN WITNESS WHEREOF first party has executed these presents this 2ND day of DECEMBER, 1976 TRANSAMERICA TITLE INSURANCE COMPANY, Trustee

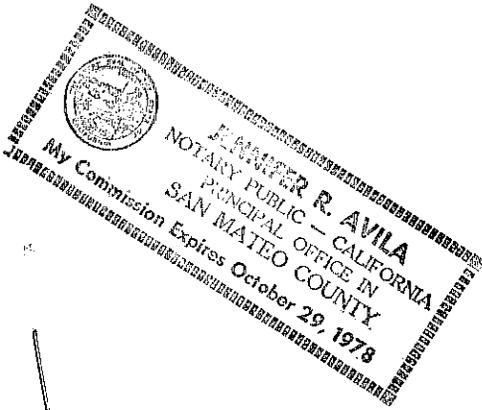
By Patrick M. Stanley
Corporate Asst. Secy
By PATRICK M. STANLEY

74204AK

STATE OF CALIFORNIA
COUNTY OF SAN MATEO

} SS

ON December, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared PATRICK M. STANLEY known to me to be the ~~President, and~~ CORPORATE ASST. ~~known to me to be the~~ Secretary of the Corporation that executed the within instrument and the officers who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-laws or a Resolution of its Board of Directors.



Notary's Signature.....

[Handwritten Signature]

CORPORATION ACKNOWLEDGMENT

Form No. 14

The undersigned hereby represents to said trustee that the undersigned is now the owner and holder of the note secured by and is the beneficiary under said deed of trust and that the undersigned has not assigned or transferred said note or said deed of trust and said trustee is hereby requested to execute the foregoing consent.

Dated 12/2/76

Signed in the presence of:

[Handwritten Signature]
Witness

San Jose
Dwg. 26926
Dwg. 26927
Dwg. R-3525
T.4S., R.4W.,
M.D.B. & M.
Section 23
SW 1/4 of SW 1/4
3008-2635
76-158
sah

UNION BANK

Beneficiary under said deed of trust

By Steve Burich A.V.P.
Steve Burich, Assistant Vice President

By Marjorie Shenton
Marjorie Shenton, Administrative Office

FOR NOTARY'S USE ONLY

TO 449 C
(Corporation)



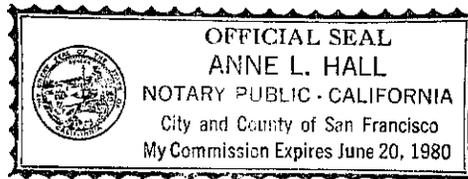
STATE OF CALIFORNIA }
COUNTY OF San Francisco } SS.

On December 2, 1976 before me, the undersigned, a Notary Public in and for said State, personally appeared Steve Burich, known to me to be the Assistant Vice President, and Marjorie Shenton, known to me to be Administrative Officer of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Anne L. Hall

Anne L. Hall
Name (Typed or Printed)



(This area for official notarial seal)

STAPLE HERE

**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.
Braun Blaising Smith Wynne, P.C.
California Community Choice Association
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
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
Downey Brand LLP
Dish Wireless L.L.C.

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

GenOn Energy, Inc.
Green Power Institute
Hanna & Morton
ICF

iCommLaw
International Power Technology
Intertie

Intestate Gas Services, Inc.

Johnston, Kevin
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
McClintock IP
McKenzie & Associates

Modesto Irrigation District
NLine Energy, Inc.
NRG Solar

OnGrid Solar
Pacific Gas and Electric Company
Peninsula Clean Energy

Pioneer Community Energy

Public Advocates Office

Redwood Coast Energy Authority
Regulatory & Cogeneration Service, Inc.

Resource Innovations

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
Stoel Rives LLP

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