

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



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 7061E
As of February 1, 2024

Subject: Encroachment Agreement for Residential Encroachment within Pacific Gas & Electric Company's Gas Transmission Easement- Request for Approval Under Section 851 and General Order 173

Division Assigned: Energy

Date Filed: 11-02-2023

Date to Calendar: 11-08-2023

Authorizing Documents: None

Disposition:	Withdrawn
Effective Date:	None

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Stuart Rubio

279-789-6210

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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

November 2, 2023

Advice 7061-E
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Encroachment Agreement for Residential Encroachment within Pacific Gas & Electric Company's Gas Transmission Easement—Request for Approval Under Section 851 and General Order 173

Purpose

The purpose of this Advice Letter is to obtain permission for a single-family home's improvements that are located within Pacific Gas and Electric Company's gas transmission easement in Modesto.

Pacific Gas and Electric Company (PG&E) requests California Public Utilities Commission (Commission or CPUC) approval under Public Utilities Code Section 851 and General Order 173 to grant an encroachment agreement (Agreement) to property owners Pete W. Blom, Nick C. Blom, and Els E. Blom (Owners) for their residential property located at 3060 Iowa Avenue, Modesto, Stanislaus County (Property). The Agreement permits a Manufactured Home with an overhang for porch and other improvements (Encroachments). A copy of the Agreement is included as Attachment 1.

PG&E has determined that the Encroachments do not interfere with our operations or our ability to provide safe and reliable utility service. In addition, the Encroachments permitted in the Agreement will not be adverse to the public interest.

Background

PG&E installed underground gas transmission facilities on the Property pursuant to PG&E's gas transmission easement (Easement), which was obtained in 1947. The Easement prohibits buildings and other structures within it. A copy of the Easement is included as Attachment 2.

The Owners have built a manufactured home with an overhang and other improvements. As part of the Agreement, the Owners will maintain the Encroachment in good condition and repair. In addition, the Owner will not be authorized to construct any new buildings or structures within the Easement or perform any significant alterations to the Encroachment.

PG&E has determined that the Encroachments do not interfere with the operation of PG&E's facilities. As such, PG&E and Owners agreed to execute the Agreement to allow for the existing backyard improvements to remain within the Easement, conditioned on Section 851 approval. 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 Owners.

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

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	Els E. Blom, Trustee
Attn: Law Department, Steve Frank	2613 Illinois Avenue
300 Lakeside Drive	Modesto, CA 95358
Oakland, CA 94612	Telephone: 209-522-6140
Telephone: (415) 971-5091	Email: nkblom@hotmail.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 a single-family residence located at 3060 Iowa Avenue in the City of Modesto, Stanislaus County, State of California, Assessor's Parcel Number 017-055-015.

(c) Intended Use of the Property:

The Property is intended for residential use.

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.

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

PG&E has collected a \$1,000 administration fee for the administrative review, approval, and preparation of the Agreement.

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

The administrative fee collected for the 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 rate base nor will granting this Agreement affect PG&E's ability to provide safe and reliable service.

(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 value of the land rights granted to permit the Encroachments under the Agreement do not rise to the level of a right that has any realizable economic value to PG&E.

(j) A Complete Description of any Recent Past (Within the Prior Two Years) or Anticipated Future Transactions that May Appear To Be Related to the Present Transaction:

There are no recent past or anticipated future transactions by PG&E 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.

Approval of this Agreement is not a project for purposes of CEQA review because a categorical exemption applies as per Section 15301(e).

Protests

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than November 22, 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 December 2, 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. Send all electronic approvals to PGETariffs@pge.com. Advice letter submittals can also be accessed electronically at: <http://www.pge.com/tariffs>.

 /S/
Sidney Bob Dietz II
Director, Regulatory Relations
CPUC Communications

Attachment 1: Encroachment Agreement
Attachment 2: Easement Deed
Attachment 3: Encroachment Exhibit

***** SERVICE LIST for Advice 7061-E *****
APPENDIX A

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

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

Els E. Blom, Trustee
2613 Illinois Avenue
Modesto, CA 95358
Telephone: 209-522-6140
Email: nkblom@hotmail.com

Roxanne Henriquez
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(916) 894-5622
Roxanne.Henriquez@cpuc.ca.gov

Robert (Mark) Pocta
Public Advocates Office
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703- 2871
robert.pocta@cpuc.ca.gov

Andrew Barnsdale
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-3221
bca@cpuc.ca.gov



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 #: 279-789-6210
 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) #: 7061-E

Tier Designation: 2

Subject of AL: Encroachment Agreement for Residential Encroachment within Pacific Gas & Electric Company's Gas Transmission Easement- 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: 12/2/23

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

Encroachment Agreement

925-214-5431

Brian Smith

RECORDING REQUESTED BY AND RETURN TO:

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

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

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

Signature of declarant or agent determining tax

(APN 017-055-015)

LD# 2204-08-0041

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this "**Agreement**") is made and entered into this 26 day of March, 2022 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and Els E. Blom, Trustee of the Survivor's Trust created under the Blom 2014 Revocable Trust dated May 15, 2014 and Pete W. Blom, a single man and Nick C. Blom, a single man, all hereinafter (collectively) called "**Owner**."

RECITALS

A. Owner is the fee title owner of certain real property within the City of Modesto, County of Stanislaus, State of California, Assessor's Parcel Number 017-055-015 (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 Gas Transmission and for all other purposes connected therewith, as set forth in the Grant of Easement dated September 24, 1947 and recorded in Volume 909 of Official Records at page 341, Stanislaus County Records. The portion of the Property encumbered by the Easement is hereinafter referred to as the "**Easement Area**." The Easement provides in part that "First Party shall not erect or construct any building or other structure, nor drill or operate any well, within said strip of said premises.

C. Owner has constructed a Manufactured Home with overhang for porch, including other improvements associated therewith (the "**Improvements**") on the Easement Area, the

construction of which is prohibited within the Easement Area. The portion of the Easement Area upon which the improvements were constructed (the "**Encroachment Area**") is outlined by the heavy dashed lines and shown on the map labeled **Exhibit "B"** attached hereto and made a part hereof.

D. Owner has requested that PG&E grant permission for the Improvements within the Easement Area. PG&E has determined that the Improvements, constructed pursuant to plans and specifications incorporated herein by reference, 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, Owner and PG&E hereby agree as follows:

1. Consent to Encroachment. Notwithstanding the prohibition in the Easement, PG&E hereby consents to the encroachment of the Improvements onto the Easement Area by approximately 10.4' feet, in the manner and location as more specifically set forth in Exhibit "B". In addition, Owner 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 Owner's 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 Owner shall not commence any activity hereunder, unless and until PG&E notifies Owner 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. Indemnification; Release.

(a) Indemnification. Owner shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries and affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "**Indemnitee**" and collectively, "**Indemnitees**") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "**Claims**"), which arise from or are in any way connected with the occupancy or use of the Easement Area by Owner or Owner's contractors, agents, or invitees, or the exercise by Owner of its rights hereunder, or the performance of, or failure to perform, Owner's duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to

employees of PG&E; (2) injury to property or other interest of PG&E, Owner or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all legal requirements relating to human health or the environment, and including any liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnitee, any Claim arising from the sole, active negligence or willful misconduct of such Indemnitee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Owner is obligated to indemnify or provide a defense hereunder, Owner upon written notice from PG&E shall defend such action or proceeding at Owner's sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

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

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

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

6. Damage or Destruction. In the event that the Improvements which encroach onto the Easement Area shall be destroyed or demolished, Owner shall not rebuild the Improvements on any part of the Easement Area except pursuant to plans and specifications approved by PG&E.

7. Condition of Easement Area. Owner accepts the Encroachment Area in its existing physical condition, without any duty or obligation on the part of PG&E to modify its use of the Easement Area. Owner understands that numerous hazards, environmental or otherwise, may be located in, on, or underlying the Easement Area, and that hazardous materials may be used in connection with PG&E facilities that may be operated in the Easement Area, and agrees that entry onto the Easement Area is at Owner's sole risk and expense.

8. Maintenance. Owner shall be responsible for the maintenance of the Improvements in good condition and repair, and Owner shall coordinate all activities regarding the maintenance of the Improvements to reasonably minimize any interference with the use by PG&E of the Easement Area, and Owner shall conduct its activities in such a manner so as not to endanger the Easement Area, the environment and human health and safety. Owner shall be

responsible for remediation of any hazardous materials release caused by Owner, and to clean and remove debris and/or promptly repair any damages to the Easement Area following any entry or activity by Owner, returning the Easement Area to a like or better condition.

9. 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.

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

If to PG&E:

Manager, Encroachment Management
PG&E Land Management
6111 Bollinger Canyon Road
San Ramon, CA 94583

With a copy to:

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

If to Owner:

Els E. Blom, Trustee
2613 Illinois Ave,
Modesto CA 95358

Pete W. Blom
Insert Mailing Address

Nick C. Blom
Mailing Address

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

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

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

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

15. 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.

16. 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.

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

18. 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.

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

20. 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.

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

"PG&E"

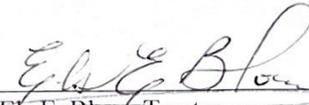
PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

"Owner"

Els E. Blom, Trustee of the Survivor's Trust
created under the Blom 2014 Revocable
Trust dated May 15, 2014

By: _____

Its: Manager,
Land Management



~~Els E. Blom, Trustee~~

Pete W. Blom



Pete W. Blom

Nick C. Blom



Nick C. Blom

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 Stanislaus)
On 3/26/22 before me, Angela Cartisano, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Els F. Blom, Pete W. Blom, Nick C. Blom
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 Angela Cartisano
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: _____

Administrative Information

The Area, Region or Location: Area 5, Yosemite Division

Land Service Office: Land Rights Central

Operating Department: Gas Transmission

USGS location: 22.04.08.10.32

FERC License Number(s): N/A

PG&E Drawing Number(s): N/A

PLAT NO.: 3234E3

LD of any affected documents: 2204-08-0041

LD of any Cross-referenced documents: N/A

TYPE OF INTEREST: 52, 69

SBE Parcel Number: N/A

(For Quitclaims, % being quitclaimed): N/A

Order # or PM #:

JCN: N/A

County: Stanislaus

Utility Notice Numbers (if applicable)

851 Approval Application No. _____ Resolution _____

Prepared By:

Checked By:

Revision Number:

Note:

Attachment 2

Easement Deed

2204-08-0041

U 12-7-47-2M

THIS INDENTURE made by and between VERGA V. WELCH and ISABELLE M. WELCH,

husband and wife,

hereinafter called first party, and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party,

WITNESSETH that:

In consideration of value paid therefor by second party, the adequacy and receipt whereof are hereby acknowledged, first party does hereby grant to second party the right to excavate for, install, replace (of the initial or any other size), maintain and use for conveying gas such pipe line or lines as it shall from time to time elect, with necessary valves and other appliances, within the hereinafter described strip.... of those certain premises which are situate

in the..... County of Stanislaus....., State of California, and described as follows, viz:

Lots 50 and 55, as said lots are delineated and so designated upon that certain map of Evans-McClure Tract recorded in volume 4 of maps at page 14, records of said Stanislaus County.

Said strip of said premises is described as follows, viz.:

A strip of land of the uniform width of 10 feet extending entirely across said premises and lying equally on each side of that certain line which begins at a point in the easterly boundary line of said premises and runs thence south 89° 24½' west 100 feet, more or less, to a point from which the southeast corner (marked by a post) of said lot 50 bears north 86° 26' east 100.1 feet distant; thence south 89° 24½' west 459.6 feet; thence south 67° 29½' west 154.5 feet; thence south 89° 30' west 620 feet, more or less, to the westerly boundary line of said premises.

All pipe installed hereunder shall be buried so that the top thereof be at least 30 inches below the present surface of the ground.

*2P
10/14/47*

First party also grants to second party (a) the privilege of using such portion of said premises along and adjacent to said strip..... as may be reasonably necessary in connection with the installation and maintenance of such pipe line or lines, (b) the right of ingress to said pipe line or lines and egress therefrom across said premises by means of then existing roads and lanes thereon, if such there be, and if there be no such roads and lanes then over such route as shall be most convenient to second party doing as little damage to said premises as practicable, and (c) the right to erect, maintain and use gates in all fences which now cross or shall hereafter cross said strip..... of said premises.

Second party shall promptly backfill any trench made by it on said premises so as to leave the surface of the ground thereover as nearly normal as practicable.

First party shall not erect, or construct, any building or other structure, nor drill, or operate, any sort of well, within said strip..... of said premises.

Second party will indemnify first party against any and all loss and damage which may 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.

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

IN WITNESS WHEREOF first party has executed these presents this.....^{19th}.....day

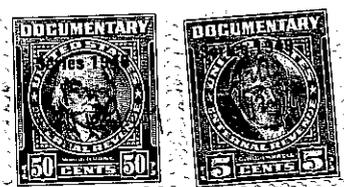
of August....., 1947

Verga V. Welch

Executed in the presence of:

[Signature]
Witness

Isabelle M. Welch



20537 20540

RAILWAY EXPRESS AGENCY, INC.

RECORDED AT REQUEST OF
 RAILWAY EXPRESS AGENCY, INC.
 SEP 27 1947
 AT 30 MIN. PAST 11 A.M.
 IN VOL. 909 OF OFFICIAL
 RECORDS PAGE 341
 STAMPALES COUNTY RECORDS
 DEPUTY RECORDER
 BY [Signature] DEPUTY
 8 PM 9 21 AM

Flight of Love
 25438
 MARRIAGE
 Welch 15 ✓
 P. J. + E. Co. ✓
 41

PROJECT Vernalis-Ceres Gas Line
 AUTHORIZATION GMG 91931
 COST \$277.00
 DRAFT No. 12835
 MAP No. B 3832
 COPY TO OW Peterson/JALove
Stockton Div.

State of California }
 City and County of San Francisco. } ss.

On this 25th day of August, 1947, before me, FRANK PANTER, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared G. A. Sandberg, known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and said that he resides in the County of Alameda, State of California, that he was present and saw Verga V. Welch and Isabelle M. Welch

(personally known to him to be the same persons described in and whose names are subscribed to the within instrument as parties thereto) sign and execute the same, and that he, the affiant, thereupon subscribed his name as witness thereto.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office in the said City and County of San Francisco, the day and year in this certificate first above written.

Frank Panter
 Notary Public in and for the City and County of San Francisco,
 State of California

PACIFIC GAS AND ELECTRIC COMPANY

245 Market Street

San Francisco 6, California

August 23, 1947

**SUBJECT: Vernalis-Ceres
Gas Line
GMS 91931**

Verga V. Welch ✓
Isabelle M. Welch
Route 3, Box 1038
Modesto, California

Dear Mr. and Mrs. Welch:

In connection with the gas line right of way over your land known as Lots 50 and 55 of Evans-McClure Tract, we agree that, if you and we have any dispute as to the amount of payment for any damage to your crops or other property for which we are liable, we will be willing to settle the dispute by submitting the question to three disinterested arbitrators, one to be appointed by you, one by us, and the third to be the Government Farm Adviser at Modesto, the decision of any two of said arbitrators to be final and conclusive.

If you also agree to the foregoing, please sign and return the duplicate copy of this letter.

Yours very truly,



B. K. Dunshee
Manager Land Department

ACCEPTED

Verga V. Welch

Isabelle M. Welch

Cy: OWP/JAL
ADC

GMC 91931

Ln 45722

CONSENT TO EASEMENT

VERGA V. WELCH et ux

V - 913
P - 187

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS THE FEDERAL LAND BANK OF BERKELEY is the Trustee under that certain deed of trust recorded in Volume 880 of Official Records at page 285, records of Stanislaus County, State of California; and

WHEREAS there has been granted to PACIFIC GAS AND ELECTRIC COMPANY, a corporation, across the premises described in said deed of trust, an easement for pipe lines for conveying gas within the strip of land described as follows, viz.;

A strip of land of the uniform width of 10 feet extending entirely across said premises and lying equally on each side of that certain line which begins at a point in the easterly boundary line of said premises and runs thence south 89° 24½' west 100 feet, more or less, to a point from which the southeast corner (marked by a post) of lot 50 as said lot is delineated and so designated upon that certain map of Evans-McClure Tract recorded in Volume 4 of Maps at page 14, records of said Stanislaus County, bears north 86° 26' east 100.1 feet distant; thence south 89° 24½' west 459.6 feet; thence south 67° 29½' west 154.5 feet; thence south 89° 30' west 620 feet, more or less, to the westerly boundary line of said premises.

NOW, THEREFORE, at the request of the beneficiary under said deed of trust, THE FEDERAL LAND BANK OF BERKELEY, as said Trustee, hereby consents to the execution of the grant of said easement and agrees that any sales made under the provisions of said deed of trust shall be subject thereto.

Executed this 14th day of October 1947.

THE FEDERAL LAND BANK OF BERKELEY, Trustee

By [Signature]
Assistant Secretary

B60908

STATE OF CALIFORNIA)
County of Alameda) ss.

On this 14 day of October 1947, before me, [Signature], a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R. J. Meagher, and being by me duly sworn, stated to me he is, and who is known to me to be, Assistant Secretary of the corporation that executed the within instrument as Trustee, and known to me to be the person who executed said instrument on behalf of said corporation by authority of its by-laws, and acknowledged to me that such corporation executed the same as such Trustee.

[Signature]
Notary Public in and for said County and State.

My commission expires:

May 17, 1951

Approved for Signature
[Signature]

98/2/49

Poor Quality Original

The following page was scanned from a poor quality original.

The legibility of the resulting image may be limited.

RAILWAY EXPRESS AGENT

INDEXED

28835

General

A S B

to

By C

27 JUL 11

916 OF

187

General Index

1901

5

Attachment 3

Encroachment Exhibit

EXHIBIT "A"
LEGAL DESCRIPTION

The parcel of land described in the Quitclaim Deed, dated April 20, 2018 from Els E. Blom, joint tenant as to an undivided one-third (1/3) interest to Els E. Blom, Trustee of the Survivor's Trust created under the BLOM 2014 Revocable Trust, in Document No.2018-0031765 of Official Records of Stanislaus County Recorder, California and more particular described as follows:

Lot 50 and the North 66 feet of Lot 55 of the Evans-McClure Tract, filed for record February 13, 1909 in Volume 4 of Maps, at Page 14, Stanislaus County Records.

APN: 017-055-015

TOWNSHIP 4 SOUTH, RANGE 8 EAST,
SW 1/4 SE 1/4 SECTION 10, M.D.M.

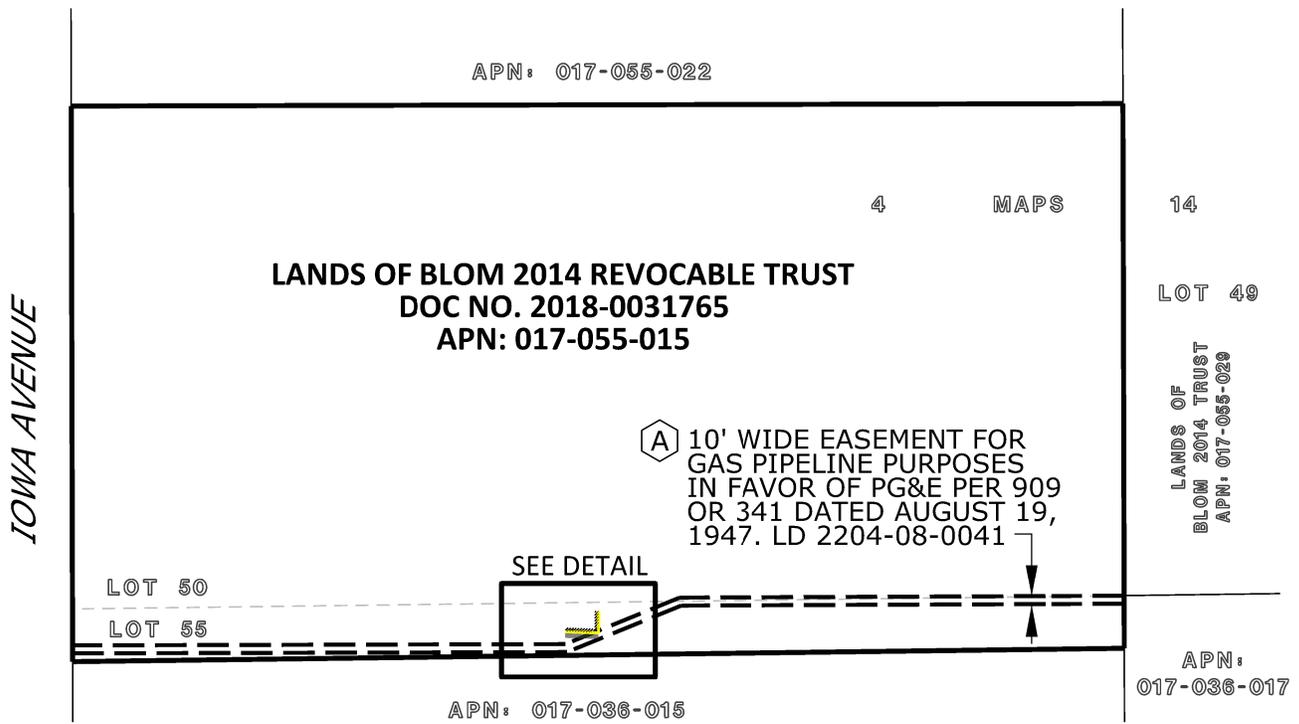
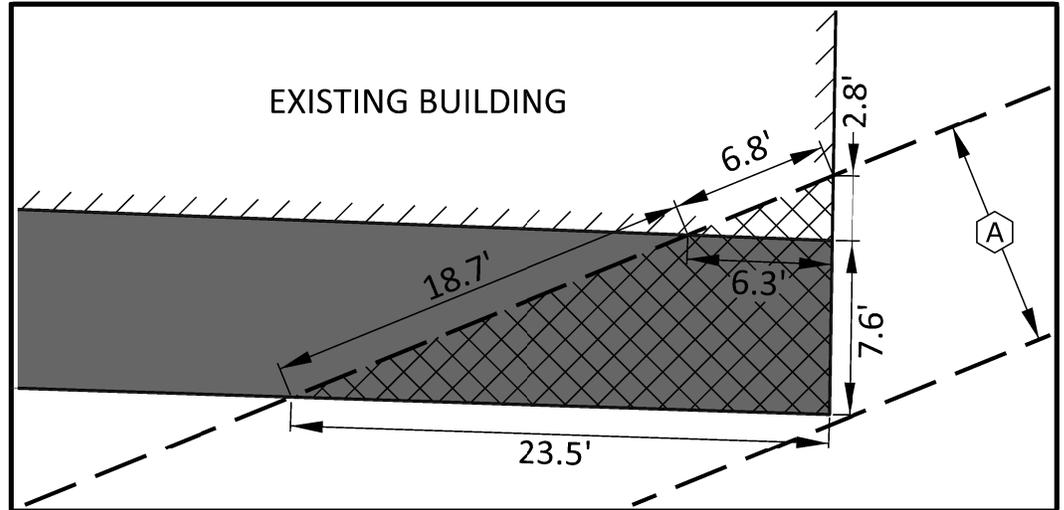
LEGEND



N.T.S

-  BOUNDARY LINE
-  SIDELINE OF PG&E EASEMENT
-  BUILDING FOOTPRINT
-  BUILDING OVERHANG EAVE
-  ENCROACHMENT AREA
122 +/- SQ.FT.

DETAIL (N.T.S.)



AUTHORIZATION 2046251	
BY	J. RUDNICK
DR	M. SCHWOYER
CH	C. OWENS
O.K.	P. GEISINGER
DATE	10/30/2020

EXHIBIT "B"
L-148 PIPELINE ENCROACHMENT
3060 IOWA AVENUE
MODESTO, CALIFORNIA
PACIFIC GAS AND ELECTRIC COMPANY
 San Francisco California



REF. DWG NO. SA-354	
PROJ. NO.	N/A
AREA	NORTH VALLEY
COUNTY	STANISLUAS
SCALE	NOT TO SCALE
SHEET NO.	1 OF 1
DRAWING NUMBER	CHANGE
SL-1600	N/A

**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
Buchalter
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

Electrical Power Systems, Inc.
Fresno
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
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