PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE

June 10, 2019

Advice Letter 4099-G

Erik Jacobson
Director, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

SUBJECT: Five Encroachments identified through PG&E's Community Pipeline Safety Initiative (CPSI) – request for Approval under Public Utilities Code Section 851 and General Order 173

Dear Mr. Jacobson:

Advice Letter 4099-G is effective as of June 12, 2019.

Sincerely,

Edward Randolph

Edward Randolph
Deputy Executive Director for Energy and Climate Policy/
Director, Energy Division

Pacific Gas and Electric Company

Erik Jacobson
Director
Regulatory Relations

Pacific Gas and Electric Company
77 Beale St., Mail Code B13U
P.O. Box 770000
San Francisco, CA 94177

Fax: 415.973.3582

May 13, 2019

Advice 4099-G
(Pacific Gas and Electric Company ID U 39 G)

Public Utilities Commission of the State of California

Subject: Five Encroachments identified through PG&E's Community Pipeline Safety Initiative (CPSI) – Request for Approval under Public Utilities Code Section 851 and General Order 173

Purpose

Pacific Gas and Electric Company ("PG&E") requests approval under Public Utilities Code Section 851 ("Section 851") and General Order 173 to execute five Encroachment Agreements ("Agreements") with third parties ("Owners") as listed in Attachment 1 to this Advice Letter. In the Agreements, PG&E consents to physical encroachments on PG&E's rights-of-way.

In each case, PG&E has inspected the encroachment area, reviewed the Agreements, and has determined that the encroachment does not interfere with PG&E's operations or PG&E's ability to provide safe and reliable utility service to its customers. In addition, allowing the encroachments to remain will not be adverse to the public interest.

Background

PG&E's Community Pipeline Safety Initiative ("CPSI") involves inspecting the area above PG&E's gas pipeline (also known as the right-of-way) for items like sheds and trees, which can interfere with PG&E's ability to maintain, inspect and safely operate PG&E's system. In the rights-of-way subject to the Agreements (the "Properties"), PG&E owns an easement on the right-of-way for PG&E's gas pipeline. These rights-of-way create a shared responsibility between PG&E and fee owners (Owners) of the property to maintain the area above the pipeline.

During PG&E's CPSI inspection of the Properties, PG&E identified structures ("Improvements") encroaching on PG&E's easement area that were constructed without PG&E's prior knowledge. In all of the Properties, the encroachments are within PG&E's easement area but do not sit on top of a gas pipeline. Nonetheless, PG&E's easements prohibit the construction of such improvements anywhere in the easement area. In light of these unintended encroachments, the Owners have agreed

to enter into the Agreements, in which PG&E grants the Owners permission to maintain and use the Improvements within the easement area.

PG&E has determined that the Improvements into the easement area, as constructed, do not interfere with PG&E's use needed to maintain safe operations of its facilities. PG&E can access its pipeline for any maintenance or safety-related work if necessary. Therefore, PG&E is willing to agree to allow such encroachments within the easement area, subject to the terms and conditions described in the Agreements. PG&E requests California Public Utilities Commission (CPUC or Commission) approval to enter into the Agreements, included in Attachments 2 through 6 to this Advice Letter.

PG&E has determined that the conditions of some of the Properties and associated facilities require that PG&E retain the right to terminate the Owner's right to encroach or to use the encroachment area at any time PG&E deems necessary. The Agreements governing these Properties protect these rights for PG&E. Furthermore, the Agreements prohibit the Owners from altering the Improvements or rebuilding in the event the Improvements are demolished or destroyed, and requires the Owners to maintain the Improvements.

PG&E is requesting Commission approval for five Agreements referenced in this Advice Letter. PG&E requests Commission approval of these Agreements under this single Advice Letter in lieu of submitting five separate advice letters. A summary of each Agreement and associated Property can be found in Attachment 1 to this Advice Letter. Supporting documents for each Agreement are included in Attachments 2 through 6.

For the above reasons, the Commission should approve PG&E's request to execute the Agreements and find that the Agreements are not adverse to the public interest because they will not impair PG&E's ability to provide safe and reliable utility service.

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
Darren P. Roach
Law Department
P.O. Box 7442
San Francisco, CA 94120
Telephone: (415) 973-6345
Facsimile: (415) 973-5520
Email: DPRC@pge.com

For Owners identity and addresses, see Columns D an E of Attachment 1

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

See Columns F and G of Attachment 1.

(c) Intended Use of the Property:

See Column G of Attachment 1.

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

PG&E is not collecting any use fees associated with granting the Agreement(s). The right to use and maintain Improvements within the PG&E's easement area does not rise to the level of a right that has any realizable economic value to PG&E.

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

No Applicable.

(f) Statement on the Impact of the Transaction on Ratebase and Any Effect on the Ability of the Utility to Serve Customers and the Public:

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

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

Not Applicable.

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

Not Applicable.

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

The right to maintain Improvements within PG&E's easement area does not rise to the level of a right that has any realizable economic value to PG&E.

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

Not Applicable.

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

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

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

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

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

(m) Environmental Information

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

(1), (2) <u>Not a “Project” Under CEQA</u>

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

Approval of these Encroachment Agreements is not a project for purposes of CEQA review as no physical change to the property will result from the approval of the Encroachment Agreements, as the Improvements have already been constructed.

Protests

Anyone wishing to protest this submittal may do so by sending a letter by June 3, 2019, which is 21 days[1] from the date of this submittal. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. Protests should be mailed to:

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: EDTariffUnit@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile, if possible) at the address shown below on the same date it is mailed or delivered to the Commission:

Erik Jacobson
Director, Regulatory Relations
c/o Megan Lawson
Pacific Gas and Electric Company
77 Beale Street, Mail Code B13U
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-3582
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and

[1] The 20-day protest period concludes on a weekend, therefore, PG&E is moving this date to the following business day.

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 submittal become effective on June 12, 2019, which is 30 days from the date of submittal.

Notice

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

/S/

Erik Jacobson
Director, Regulatory Relations

Attachments

Attachment 1 – CPSI Encroachments Summary List

Attachment 2 – Gateway Pinole Vista, LLC; 1374 Fitzgerald Drive, Pinole, CA 95062

Attachment 3 – Tami L. Mullins; 10 Wendy Lane, Orinda, CA 95129

Attachment 4 – City of Novato; 22 & 24 View Ridge Drive, Novato, CA

Attachment 5 – Irene E. Cummings; 219 Stanford Avenue, Santa Cruz, CA 95062

Attachment 6 – Steven D. Stewart; 1006 North Branciforte Avenue, Santa Cruz, CA 95062

********** SERVICE LIST Advice 4099-G **********
APPENDIX A

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

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

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

Andrew Barnsdale
Office of Ratepayer Advocates
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-3221
bca@cpuc.ca.gov

Santa Cruz County Government Center
701 Ocean Street, Rm. 310
Santa Cruz, CA 95060

Contra Costa County Clerk
P.O. Box 350
Martinez, CA 94553

Marin County Clerk
3501 Civic Center Drive #234
San Rafael, CA 94903

6 current property owners listed on Attachment 1

California Public Utilities Commission

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 G)

Utility type:
- ☐ ELC
- ☑ GAS
- ☐ WATER
- ☐ PLC
- ☐ HEAT

Contact Person: Annie Ho
Phone #: (415) 973-8794
E-mail: PGETariffs@pge.com
E-mail Disposition Notice to: AMHP@pge.com

EXPLANATION OF UTILITY TYPE
ELC = Electric GAS = Gas WATER = Water
PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 4099-G

Tier Designation: 2

Subject of AL: Five Encroachments identified through PG&E's Community Pipeline Safety Initiative (CPSI) – Request for Approval under Public Utilities Code Section 851 and General Order 173

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

AL Type: ☐ Monthly ☐ Quarterly ☐ Annual ☑ One-Time ☐ Other:

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

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

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

Confidential treatment requested? ☐ Yes ☑ No

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

Resolution required? ☐ Yes ☑ No

Requested effective date: 6/12/19

No. of tariff sheets: N/A

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

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

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

Tariff schedules affected:

Service affected and changes proposed[1]: N/A

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

[1]Discuss in AL if more space is needed.

Clear Form

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

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

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

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

Clear Form

Attachment 1

CPSI Encroachments Summary List

Attachment 1 **CPSI Encroachments Summary List**

			General Order 173, Rule 4 Information		
Attachment	**Encroachment Type**	**Owner Name**	**(a) Parties to the Transaction**	**(b) Property description, location, Condition, Use**	**(c) Intended Use of the Property**
2	Trash Enclosure	Gateway Pinole Vista, LLC	Gateway Pinole Vista LLC c/o Stockbridge Capital Group 4 Embarcadero Center, Suite 300 San Francisco, CA 94111 Attention: Retail Asset Manager – With a copy to: Gateway Pinole Vista, LLC c/o Crosspoint Realty Services 208 Vintage Way, Suite 100 Novato, CA 94945 Attention: Property Manager	Property located at 1374 Fitzgerald Drive, Pinole, CA and is designated as APN 426-080-041; Shopping Center	Owner's roof overhang, bay window, and chimney encroach into the easement by approximately 16.0 feet by 24.2 feet (total encumbrance of 385.1 sq. ft.), in the manner and location set forth in Attachment 2, subject to the terms and conditions of the Agreement.
3	Roof Overhang	Tami L. Mullins	Tami L. Mullins 10 Wendy Lane Orinda, CA 94563	Property located at 10 Wendy Lane, Orinda, CA and is designated as APN 251-182-024; Residential	Owner's roof overhang encroaches into the easement by approximately 2.1 feet (total encumbrance of 13.0 sq. ft.), in the manner and location set forth in Attachment 3, subject to the terms and conditions of the Agreement.
4	Deck(s)	City of Novato	City of Novato 922 Machin Avenue Novato, CA 94945 Attention: Cathy Capriola	Property located at 22 & 24 View Ridge Drive, Novato, CA and is designated as APN 155-400-05; Mobile Homes	Tenant-Homeowner's decks at 22 View Ridge Drive and 24 View Ridge Drive are encroaching by 7.2 and 4.9 feet respectively, total encumbrance areas of 47.1 and 29.7 sq. ft. respectively, in the manner and location set forth in Attachment 4, subject to the terms and conditions of the Agreement.
5	1. Roof Overhang 2. Residence	Irene E. Cummings	Irene E. Cummings 219 Stanford Avenue Santa Cruz, CA 95062	Property located at 219 Stanford Avenue, Santa Cruz CA, and is designated as APN 009-234-14; Residential	Owner's roof overhang encroaches by approximately 2.3 feet, together with the portion of the residence the total encumbrance area is 314.1 sq. ft., in the manner and location set forth in Attachment 5, subject to the terms and conditions of the Agreement.
6	1. Roof Overhang 2. Residence	Steven D. Stewart	Steven D. Stewart 1006 North Branciforte Avenue Santa Cruz, CA 95062	Property located at 1006 North Branciforte Avenue, Santa Cruz, CA and is designated as APN 009-234-40; Residential	Owner's roof overhang encroaches by approximately 2.3 feet, together with the portion of the residence the total encumbrance area is 158 sq. ft., in the manner and location set forth in Attachment 6, subject to the terms and conditions of the Agreement.

Attachment 2

Gateway Pinole Vista, LLC;
1374 Fitzgerald Drive, Pinole, CA 95062

NCS-628521-CC

7

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

First American Title
1850 Mt. Diablo Blvd., Ste 300
Walnut Creek, CA 94596

MAIL TAX STATEMENTS TO:

Gateway Pinole Vista
c/o Stockbridge Capital Group
4 Embarcadero Center Ste 3300
San Francisco, CA 94111

Attention _____

CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk-Recorder
DOC- 2014-0084213-00
Check Number
Thursday, MAY 22, 2014 15.17 46
S31 $10.00 | MOD $7.00 | REC $17 00
FTC $6.00 | RED $1 00 | ERD $1 00
Ttl Pd $42.00 Nbr-0001977807 rrc / R9 / 1-7

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

GRANT DEED

In accordance with Section 11932 of the California Revenue and Taxation Code, Grantor has declared the amount of the transfer tax which is due by a separate statement which is not being recorded with this Grant Deed

TKG PINOLE, LLC, a California limited liability company ("**Transferor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10 00) and other good and valuable consideration paid in hand to Transferor by **GATEWAY PINOLE VISTA, LLC**, a California limited liability company("**Transferee**"), the receipt and sufficiency of which are hereby acknowledged, by these presents hereby GRANTS to Transferee that certain real property located in Contra Costa County, California and legally described in Exhibit A attached hereto and incorporated herein by this reference, together with all improvements and fixtures, if any, located thereon and owned by Transferor as of the date hereof and all rights, privileges and appurtenances pertaining thereto including all of Transferor's right, title and interest in and to all rights-of-way, open or proposed streets, alleys, easements, strips or gores of land adjacent thereto (herein collectively called the "**Real Property**")

This conveyance is made by Transferor and accepted by Transferee subject to all non-delinquent taxes, bonds and assessments and other matters of record (collectively, "**Permitted Exceptions**")

TO HAVE AND TO HOLD the Real Property together with all improvements, if any, located thereon all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Transferee, its legal representatives, successors and assigns forever

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, this Deed has been executed by Transferor as of the 22nd day of May, 2014

TKG PINOLE, LLC,
a California limited liability company

By TKG Pinole, Inc ,
a California corporation
Its Manager

By _____
Nancy Kiverson, President

EXHIBIT A

PROPERTY DESCRIPTION

Real property in the City of Pinole, County of Contra Costa, State of California, described as follows

TRACT A

PARCEL 1.

PARCEL 1, AS SHOWN ON THE MAP OF MS 653-95, FILED APRIL 10, 1995, IN BOOK 166 OF PARCEL MAPS, PAGE 23, CONTRA COSTA COUNTY RECORDS AND RESULTANT PARCEL 2 AND RESULTANT PARCEL 3 AS DESCRIBED IN THE CITY OF PINOLE CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED APRIL 8, 2014 AS INSTRUMENT NO 2014-0053406 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

RESULTANT PARCEL 2 DESCRIBED AS FOLLOWS.

PARCEL 2 AS SAID PARCEL IS SHOWN ON THE PARCEL MAP FILED IN BOOK 166 OF PARCEL MAPS AT PAGE 23, CONTRA COSTA COUNTY RECORDS.

EXCEPTING THEREFROM·

COMMENCING AT THE EASTERLY CORNER OF PARCEL 3 AS LAST SAID PARCEL IS SHOWN ON SAID MAP, THENCE ALONG THE SOUTHEASTERLY EXTENSION OF THE NORTHEASTERLY LINE OF SAID PARCEL 3 SOUTH 53°57'19" EAST 20 01 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE GENERALLY NORTHWESTERLY LINE OF SAID PARCEL 2; THENCE SOUTH 53°57'19" EAST 54 03 FEET, THENCE SOUTH 36°23'47" WEST

181 44 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 55°02'21" AND AN ARC LENGTH OF 94.14 FEET, THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF 12°23'47" AND AN ARC LENGTH OF 29.64 FEET TO SAID GENERALLY NORTHWESTERLY LINE OF SAID PARCEL 2; THENCE ALONG LAST SAID LINE NORTH 46°52'28" EAST 62 87 FEET AND NORTH 36°02'41" EAST 219.07 FEET TO THE POINT OF BEGINNING

ALSO EXCEPTING THEREFROM.

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE MOST NORTHWESTERLY LINE OF LAST SAID PARCEL SOUTH 30°29'30" WEST 27.59 FEET TO THE MOST NORTHEASTERLY SOUTHWESTERLY LINE OF LAST SAID PARCEL; THENCE ALONG LAST SAID LINE SOUTH 53°57'19" EAST 104.40 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 53°57'19" EAST 78.15 FEET; THENCE SOUTH 36°23'47" WEST 201.58 FEET, THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 122 00 FEET, A CENTRAL ANGLE OF 55°02'21" AND AN ARC LENGTH OF 117 20 FEET, THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 113.00 FEET, A CENTRAL ANGLE OF 35°46'47" AND AN ARC LENGTH OF 70.57 FEET, THENCE ALONG A COMPOUND CURVE HAVING A RADIUS OF 58.50 FEET, A CENTRAL ANGLE OF 08°18'12" AND AN ARC LENGTH OF 8 48 FEET TO THE SOUTHEASTERLY NORTHWESTERLY LINE OF LAST SAID PARCEL, THENCE ALONG LAST SAID LINE NORTH 40°03'40" EAST 26.86 FEET AND NORTH 46°52'28" EAST 37.41 FEET; THENCE EASTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTH, WHICH A RADIAL BEARS SOUTH 10°57'39" EAST TO THE RADIUS POINT, HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF 12°23'47" AND AN ARC LENGTH OF 29.64 FEET; THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 98 00 FEET, A CENTRAL ANGLE OF 55°02'21" AND AN ARC LENGTH OF 94 14 FEET, THENCE NORTH 36°23'47" EAST 181.44 FEET; THENCE NORTH 53°57'19" WEST 54 03 FEET TO LAST SAID LINE, THENCE ALONG LAST SAID LINE NORTH 36°02'41" EAST 20 00 FEET TO THE POINT OF BEGINNING

RESULTANT PARCEL 3 DESCRIBED AS FOLLOWS

BEING A PORTION OF PARCEL 3 AND A PORTION OF PARCEL 2 AS SAID PARCELS ARE SHOWN ON THE PARCEL MAP FILED IN BOOK 166 OF PARCEL MAPS AT PAGE 23, CONTRA COSTA COUNTY RECORDS AND A PORTION OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO THE CHE CHEN LIU AND SHU FEN LIU REVOCABLE TRUST DATED OCTOBER 9, 2012, RECORDED AS DOCUMENT NO 2011-53582, OFFICIAL RECORDS OF CONTRA COSTA COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS.

A SINGLE PARCEL COMPRISING OF THE FOLLOWING.

TRACT 1

PARCEL 3 AS SAID PARCEL IS SHOWN ON SAID MAP

EXCEPTING THEREFROM:

BEING A PORTION OF PARCEL 3 AS SAID PARCEL IS SHOWN ON THE PARCEL MAP FILED IN BOOK 166 OF PARCEL MAPS AT PAGE 23, CONTRA COSTA COUNTY RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL 3, THENCE NORTHEASTERLY ALONG THE GENERALLY NORTHWESTERLY LINE OF SAID PARCEL ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, WHICH A RADIAL BEARS NORTH 51°12'26" WEST TO THE RADIUS POINT, HAVING A RADIUS OF 400 00 FEET, A CENTRAL ANGLE OF 07°23'16" AND AN ARC DISTANCE OF 51.58 FEET; THENCE LEAVING LAST SAID LINE NORTH 85°20'37" EAST, 16.28 FEET; THENCE SOUTH 49°56'14" EAST, 22 05 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 3; THENCE ALONG THE SOUTHEASTERLY AND SOUTHWESTERLY LINES OF SAID PARCEL 3 SOUTH 40°03'40" WEST, 62 80 FEET AND NORTH 49°56'00" WEST, 29 16 FEET TO THE POINT OF BEGINNING

TRACT 2

BEING A PORTION OF SAID LIU PARCEL (2013-108145) DESCRIBED AS FOLLOWS·

BEGINNING AT THE EASTERLY CORNER OF SAID PARCEL 3, THENCE ALONG THE SOUTHEASTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID PARCEL 3 SOUTH 53°57'19" EAST 20.01 FEET TO THE NORTHWESTERLY SOUTHEASTERLY LINE OF SAID LIU PARCEL, THENCE ALONG LAST SAID LINE SOUTH 36°02'41" WEST 219 07 FEET AND SOUTH 46°52'28" WEST 62 87 FEET, THENCE WESTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTH, WHICH A RADIAL BEARS SOUTH 10°57'39" EAST TO THE RADIUS POINT, HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF 21°52'53" AND AN ARC LENGTH OF 52.32 FEET TO THE GENERAL NORTHWESTERLY LINE OF SAID LIU PARCEL, LAST SAID LINE ALSO BEING THE SOUTHEASTERLY LINE OF SAID PARCEL 3, THENCE ALONG LAST SAID LINE 1) NORTH 40°03'30" EAST 9.96 FEET, 2) NORTH 46°52'28" EAST 99 57 AND 3) NORTH 36°02'41" EAST 217 17 FEET TO THE POINT OF BEGINNING

AND,

COMMENCING AT THE EASTERLY CORNER OF SAID PARCEL 3; THENCE ALONG THE SOUTHEASTERLY EXTENSION OF THE NORTHEASTERLY LINE OF SAID PARCEL 3 SOUTH 53°57'19" EAST 20 01 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE GENERALLY NORTHWESTERLY LINE OF SAID PARCEL 2, THENCE SOUTH 53°57'19" EAST 54.03 FEET; THENCE SOUTH 36°23'47" WEST 181 44 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 98 00 FEET, A CENTRAL ANGLE OF 55°02'21" AND AN ARC LENGTH OF 94.14 FEET; THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF 12°23'47" AND AN ARC LENGTH OF 29 64 FEET TO SAID GENERALLY NORTHWESTERLY LINE OF SAID PARCEL 2, THENCE ALONG LAST SAID LINE NORTH 46°52'28" EAST 62 87 FEET AND NORTH 36°02'41" EAST 219.07 FEET TO THE POINT OF BEGINNING

PARCEL 2·

RECIPROCAL EASEMENTS FOR PARKING, INGRESS, EGRESS, UTILITIES, FOUNDATIONS, FOOTINGS AND ENCROACHMENTS AS PROVIDED FOR IN THAT CERTAIN INSTRUMENT ENTITLED, "GRANT OF RECIPROCAL EASEMENTS, DECLARATION OF COVENANTS RUNNING WITH THE LAND AND DEVELOPMENT AGREEMENT", BY AND BETWEEN MERVYN'S, A CALIFORNIA CORPORATION, DAYTON HUDSON, A MINNESOTA CORPORATION, AND PINOLE REDEVELOPMENT AGENCY, A PUBLIC BODY CORPORATE AND POLITIC, DATED SEPTEMBER 10, 1992, RECORDED SEPTEMBER 23, 1992, IN BOOK 17856, PAGE 7, OFFICIAL RECORDS, CONTRA COSTA COUNTY RECORDS, AND AGREEMENT RELATING THERETO DATED NOVEMBER 13, 1992, RECORDED DECEMBER 23, 1992, IN BOOK 18141, PAGE 42, OFFICIAL RECORDS; AND FIRST AMENDMENT THEREOF, RECORDED FEBRUARY 28, 1994, SERIES NO 94-55751, OFFICIAL RECORDS, AND SECOND AMENDMENT THEREOF, RECORDED FEBRUARY 28, 1994, SERIES NO 94-55752 OFFICIAL RECORDS; AND THIRD AMENDMENT THEREOF, RECORDED FEBRUARY 28, 1995, SERIES NO 95-32077, OFFICIAL RECORDS, AND FOURTH AMENDMENT THEREOF RECORDED MAY 10, 1996, SERIES NO. 96-85990, OFFICIAL RECORDS; AND FIFTH AMENDMENT THEREOF, RECORDED AUGUST 05, 2004, SERIES NO 2004-302310, OFFICIAL RECORDS AND RE-RECORDED SEPTEMBER 17, 2004, SERIES NO. 2004-359287, OFFICIAL RECORDS, AND SIXTH AMENDMENT THEREOF, RECORDED OCTOBER 24, 2006, SERIES NO 2006-339905, OFFICIAL RECORDS

APNS. 426-080-026-PORTION
426-080-027-PORTION
426-080-020-PORTION
426-080-029
426-080-030

TRACT B·

PARCEL 1:

PARCEL 6 ON PARCEL MAP M.S. 651-97, FILED DECEMBER 26, 1997, IN BOOK 173 OF PARCEL MAPS, PAGE 13 CONTRA COSTA COUNTY RECORDS

PARCEL 2:

RECIPROCAL EASEMENTS FOR ACCESS, PARKING, UTILITIES AND DRAINAGE AS PROVIDED FOR IN THAT CERTAIN INSTRUMENT ENTITLED, "RECIPROCAL EASEMENT AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RUNNING WITH THE LAND", EXECUTED BY THE PINOLE REDEVELOPMENT AGENCY, A PUBLIC BODY CORPORATE AND POLITIC, DATED AUGUST 23, 1996, RECORDED AUGUST 27, 1996, SERIES NO. 96-159631, OFFICIAL RECORDS, AND FIRST AMENDMENT THEREOF, RECORDED APRIL 18, 1997, SERIES NO. 97-64022, OFFICIAL RECORDS

APN: 426-080-037

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of SAN FRANCISCO

On MAY 20 2014 (Date) before me, AINE MYERS, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared NANCY KIVELSON (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 Aine Myers (Signature of Notary Public)

AINE MYERS
Commission # 2034686
Notary Public - California
San Francisco County
My Comm. Expires Jul 26, 2017

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document GRANT DEED THE PINOLE, LLC

Document Date 5/20/2014 Number of Pages 2

Signer(s) Other Than Named Above

Capacity(ies) Claimed by Signer(s)

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

 Item #5907

201-88

AC87736

BOOK 5658 PAGE 475

2304-02-0148

JOSEPH SOARES and NORMA SOARES, husband and wife,

hereinafter called first party, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the adequacy and receipt whereof are hereby acknowledged, hereby grants 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 second party shall from time to time elect, with necessary valves and other appliances,

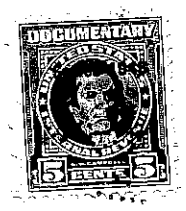
within the hereinafter described strip of those certain premises which are situate in the

County of Alameda, State of California, and described as follows, viz:

That certain parcel of land, situate partly in Ex-Mission San Jose Lands and partly in Rancho Potrero de los Cerritos, described and designated Sixth in the decree of distribution dated August 2, 1928 and recorded in the office of the County Recorder of said County of Alameda in Liber 1939 of Official Records at page 62.

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

A strip of land of the uniform width of 15 feet extending entirely across said premises and lying equally on each side of that certain line which begins at the most southerly corner (marked by an intersection of fences now upon the ground) of said premises and runs thence north 34° 53½' west 1000 feet, more or less, to the northwesterly boundary line (marked by a fence now upon the ground) of said premises.



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, or 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 heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF first party has executed these presents this 23rd day of October, 1948.

Joseph Soares

Norma Soares

Executed in the presence of:

C. Fourman Taylor

Witness

9-18-48
FDE 390

11288-291

P

AC8778G Right of Way

INDEXED

Soares
Joseph
Norma

To

PACIFIC GAS AND ELECTRIC COMPANY

RECORDED at REQUEST OF
RAILWAY EXPRESS AGENCY, Inc.
At 4 Min. Past 10 A. M.

NOV 18 1948
BOOK 5658 PAGE 475
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
Thomas W. Fitzsimmons
COUNTY RECORDER

2.30

10

PROJECT Irvington-Oakland Gas Line
AUTHORIZATION GMG 100099
COST $500.00

DRAFT No. 13393
MAP No. B-4067
COPY TO OWPeterson/JALove
East Bay Div.

62-4028 BOOK 5658 PAGE 476

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

On this 27th day of October A. D. One Thousand Nine Hundred and forty-eight, before me, ELLA COOK KELLY City and, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. Lawrence Taylor, known to me to be the same person whose name is subscribed to the within instrument, as a witness thereto, who, being duly sworn, deposed and said, that he resides in the County of Alameda, State of California, that he was present and saw Joseph Soares and Norma Soares (personally known to him to be the persons described in and who executed the said instrument, as parties thereto), sign and execute the same, and that, at their request, he, the said affiant, thereupon subscribed his name as a 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.

Ella Cook Kelly

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

MY COMMISSION EXPIRES DECEMBER 23, 1948

62-6310 11-47-8M

GMG 100099

AC91669

BOOK 5671 PAGE 373

201-88

THIS AGREEMENT made by and between CORPORATION OF AMERICA, a corporation

as trustee under that certain deed of trust dated July 8, 1948

and recorded in liber 5553 of official records at page 121, records of Alameda County, State of California, (under which Central 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, first party does hereby consent to the execution of a grant of right of way from Joseph Soares

to second party

for pipe lines for conveying gas

across the premises 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.

Said pipe lines shall be installed within the strip of land described as follows, to wit:

A strip of land of the uniform width of 15 feet extending entirely across said premises and lying equally on each side of that certain line which begins at the most southerly corner (marked by an intersection of fences now upon the ground) of said premises and runs thence north 34° 53½' west 1000 feet, more or less, to the northwesterly boundary line (marked by a fence now upon the ground) of said premises.

IN WITNESS WHEREOF first party has executed these presents this 23rd day of October 1948.

CORPORATION OF AMERICA

By [signature] Vice President
Its
And By [signature]
Its Assistant Secretary

Said trustee is hereby requested to execute the foregoing consent.

CENTRAL BANK

Signed in the presence of:

Beverley M. Langston
Witness

Beneficiary under said deed of trust

By [signature]
Its Cashier
And By [signature]
Its Assistant Secretary

PREPARED A.K.
CHECKED [signature]
OCT 21 '48 390

INDEXED

AC31689

Consent of Right of Way

CORPORATION OF AMERICA

CENTRAL BANK

To

PACIFIC GAS AND ELECTRIC COMPANY

RECORDED at REQUEST OF RAILWAY EXPRESS AGENCY INC.

At 8 Min. Past 12 P M.

DEC - 3 1948

BOOK 5671 PAGE 373

OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA

Thomas W. Fitzpatrick

COUNTY RECORDER

RAILWAY EXPRESS AC

BOOK 5671 PAGE 374

State of California } SS
County of Alameda

On This 26th day of October in the year One Thousand Nine Hundred and Forty-eight before me Eleanor L. Prichard a Notary Public in and for the County of Alameda State of California, residing therein, duly commissioned and sworn, personally appeared J. E. Smith known to me to be the Vice President and C. J. Feehan known to me be the Ass't. 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 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.

Eleanor L. Prichard NOTARY PUBLIC
In and for said County of Alameda State of California

CORPORATION ACKNOWLEDGEMENT
My Commission Expires Sept. 2, 1951.
Form SB 414 Smith Bros., Oakland, Calif.

State of California } SS
County of Alameda

On This 26th day of October in the year One Thousand Nine Hundred and Forty-eight before me Eleanor L. Prichard a Notary Public in and for the County of Alameda State of California, residing therein, duly commissioned and sworn, personally appeared R. Nolthenius known to me to be the Cashier President and J. G. Updegraff known to me be the Assistant 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 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.

Eleanor L. Prichard NOTARY PUBLIC
In and for said County of Alameda State of California

CORPORATION ACKNOWLEDGEMENT
My Commission Expires Sept. 2, 1951.
Form SB 414 Smith Bros., Oakland, Calif.

AD 198 AD198

BOOK 5694 PAGE 223

THIS AGREEMENT, made by and between JOSEPH G. DUTRA and ANNA L. DUTRA, husband and wife, ~~and MANUEL GARCIA DUTRA, a widower~~, hereinafter called first parties, and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, 201-88

WITNESSETH that:

WHEREAS, first parties are the tenants in possession of those certain premises, situate in the County of Alameda, State of California, which are described as follows, viz.:

> That certain parcel of land, situate partly in Ex-Mission San Jose Lands and partly in Rancho Potrero de los Cerritos, described and designated Sixth in the decree of distribution dated August 2, 1928 and recorded in the office of the County Recorder of said County of Alameda in Liber 1939 of Official Records at page 62;

and

WHEREAS, second party has acquired a right of way for pipe line or lines for conveying gas across said premises from Joseph Soares by deed dated October 23, 1948; and

WHEREAS, first parties have been wet farming on said premises; and

WHEREAS, wet farming on said premises will be impracticable during the season that said pipe lines will be installed.

NOW, THEREFORE, in consideration of the foregoing and value paid therefor by second party, the adequacy and receipt whereof is hereby acknowledged, first parties hereby consent to the installation of said pipe lines on said premises and agree that during the season or period of installation of said pipe lines first parties will not wet farm or do any type of farming on said premises which may interfere with second party in the exercise of its rights under said deed dated October 23, 1948.

It is mutually agreed that first parties shall not make any claims for loss and/or damage to crops of first parties arising out of or in any way connected with the installation, maintenance and use of said pipe line or lines.

IN WITNESS WHEREOF first parties have executed these presents this 26th day of November 1948.

Executed in the presence of:

Witness

Joseph G. Dutra

Anna L. Dutra

RECORDED AT REQUEST OF RAILWAY EXPRESS AGENCY, Inc. AD 198 BOOK 5694 PAGE 223 JAN -3 1949 At 59 Min. Past 1 P. M. OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIF. Edward W. Stifel, County Recorder

2 1/6

NOV 16 '48

390

62-4028 BOOK 5694 PAGE 224

AD 198

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

On this 30th day of November A. D. One Thousand Nine Hundred and forty-eight, before me, ELLA COOK KELLY, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared C. Lawrence Taylor, known to me to be the same person whose name is subscribed to the within instrument, as a witness thereto, who, being duly sworn, deposed and said, that he resides in the County of Alameda, State of California, that he was present and saw Joseph G. Dutra and Anna L. Dutra (personally known to him to be the persons described in and who executed the said instrument, as parties thereto), sign and execute the same, and that, at their request, he, the said affiant, thereupon subscribed his name as a 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.

Ella Cook Kelly

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

MY COMMISSION EXPIRES DECEMBER 23, 1948

0321

Poor Quality Original

The following page was scanned from a poor quality original.

The legibility of the resulting image may limited.

INDEX

AD 193

Consent to Right of Way

Lutra { Joseph G
Anna C

to

PACIFIC GAS AND ELECTRIC COMPANY

Livingston-Oakland Gas Pipeline

660007 Contract No.

GMC 100

$200.00

15237
B 1067

Contract/Agreement

Right Of Way Div.

Page 193

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
6111 Bollinger Canyon Road, Mail Code BY1Y3A
San Ramon, CA 94583
Attention: Manager – Encroachment Management

Location: City/Uninc_____
Recording Fee $_____
Document Transfer Tax$ _____
[ ] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911).
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens
& Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(APN 426-080-041)
LD# 2402-04-10054

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this "**Agreement**") is made and entered into this 15th day of October, 2018 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and GATEWAY PINOLE VISTA, LLC, a California limited liability company, hereinafter called "**Owner**."

RECITALS

A. Owner is the fee title owner of certain real property within the City of Pinole, County of Contra Costa, State of California, Assessor's Parcel Number 426-080-041 (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 gas transmission pipeline and for all other purposes connected therewith, as set forth in the Grant of Easement dated July 17, 1996 and recorded as Document No. 97-0147013, Contra Costa 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 "Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within said easement area..."

C. Owner has a trash enclosure including other improvements associated therewith (the **"Improvements"**) on the Easement Area. The approximate location of the Improvements within the Easement Area (the **"Encroachment Area"**) is shown on the map labeled **Exhibit "B"** attached hereto and made a part hereof.

D. PG&E has consented to Improvements being located in the Easement Area, and the parties desire to enter into this Agreement to memorialize PG&E's consent to the Improvements being so located in the Easement Area, subject to the terms and 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 or any of the other terms of the Easement, PG&E hereby consents to the current location of the Improvements in the Easement Area as shown on Exhibit "B" subject to the terms and conditions set forth herein (the "**Encroachment Consent**"). In addition, notwithstanding anything to the contrary contained in the Easement, Owner shall have the right of ingress and egress over the Easement Area to obtain access to, and use of, the Encroachment Area and the Improvements for the ordinary and customary use of the Improvements as a trash enclosure and for the other ordinary and customary uses of the Improvements existing as of the date of this Agreement, and when necessary to fulfill Owner's obligations under this Agreement, provided that Owner shall at all times use commercially reasonable efforts to minimize interference with PG&E's rights under the Easement.

2. Governmental Approvals. This Agreement shall not become effective, unless and until the California Public Utilities Commission (the "**CPUC**") approves of this Agreement in writing (which approval may be issued via a disposition letter from the CPUC in response to an advice letter concerning this Agreement provided by PG&E to the CPUC), and PG&E shall deliver written evidence of such approval to Owner promptly following the issuance thereof. PG&E shall exercise commercially reasonable efforts to cause the CPUC issue its approval of this Agreement as soon as possible. Notwithstanding anything to the contrary contained in the Easement or this Agreement, PG&E agrees not to take any action inconsistent with the terms of this Agreement while the approval of the CPUC is pending except to the extent required by the CPUC and/or applicable Laws.

3. Termination; Restoration. PG&E may terminate Owner's rights under this Agreement upon ninety (90) days written notice to the Owner if Owner is in material default under this Agreement beyond any applicable notice and cure period. Upon such termination, Owner, at Owner's sole cost and expense, shall remove all Improvements that encroach upon the Easement Area and shall repair and restore the Easement Area as nearly as possible to the condition that existed prior to the construction of said Improvements. Owner shall pay the entire cost of such removal and restoration, and PG&E shall have no liability for any costs caused by or related to any such termination. If Owner fails to remove all Improvements that encroach onto the Easement Area or fails to repair or restore the Property as aforesaid within said ninety (90) day period, and such failure continues for more than ten (10) business days following Owner's receipt of written notice thereof, PG&E may perform such removal, repair or restoration as necessary and recover from Owner the actual and reasonable costs and expenses thereof. Owner agrees to allow reasonable access to PG&E onto the Property for such purpose, and Owner shall pay all such costs and expenses within thirty **(30) days of receipt of an invoice therefor. Owner further acknowledges that PG&E's termination right shall not be affected by any Improvements that Owner has made to the Easement Area, regardless of the nature or extent of those Improvements. Owner understands and agrees that notwithstanding that Owner may have made a substantial investment in such improvements, Owner shall not be entitled to any compensation whatsoever for the termination of Owner's rights under this Agreement by PG&E pursuant to this Section 3.**
(Owner to initial here MPJ **).**

4. Indemnification; Waiver. (a) 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**"), to the extent caused by 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 to the extent 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; in any such case, excepting any Claim to the extent caused by the negligence or willful misconduct of any 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. The parties acknowledge and agree that, notwithstanding anything to the contrary contained herein, PG&E's indemnity in favor of Owner as set forth in the Easement shall continue to apply in full force and effect and shall not be limited in any way by this Agreement.

(b) Waiver. Except to the extent of the negligence or willful misconduct of any Indemnitee and/or PG&E's breach of this Agreement, Owner accepts all risk relating to its occupancy and use of the Easement Area. Except to the extent of the negligence or willful misconduct of any Indemnitee and/or PG&E's breach of this Agreement, PG&E and any other Indemnitee shall not be liable to Owner for, and Owner hereby waives, 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 Easement Area.

5. Compliance with Laws. Owner shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force (including, without limitation, with the conditions of any permit) to the extent relating to Owner's use or occupancy of the Easement Area.

6. Alterations. Except for the Improvements authorized pursuant to this Agreement, Owner shall not construct any additional buildings or structures on the Easement Area, nor shall Owner make any alteration, addition or improvement to the Easement Area that would materially increase the Encroachment Area, either horizontally or vertically (it being acknowledged and agreed that, notwithstanding the foregoing, Owner shall have the right to maintain and repair the Improvements in accordance with the terms hereof at all times during the term of this Agreement).

7. Damage or Destruction. In the event that the Improvements located in the Easement Area shall be destroyed or demolished, Owner shall have the right to rebuild the Improvements in the Encroachment Area (which rebuilt Improvements shall be of substantially the same dimensions as the original Improvements or smaller and rebuilt using a method of construction that is substantially the same or better than the method used to originally construct the Improvements, and Owner's use of the Encroachment Area shall be substantially the same) pursuant to plans and specifications approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

8. Condition of Easement Area. Owner accepts the Encroachment 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 except to the extent provided in the Easement. Subject to, and without limitation of, the terms of the Easement, 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, except to the extent of

the negligence or willful misconduct of any Indemnitee, entry onto the Easement Area is at Owner's sole risk and expense.

9. Maintenance. Owner shall be responsible for the maintenance of the Improvements in good condition and repair, and Owner shall coordinate all activities regarding the maintenance of the Improvements to reasonably minimize any interference with PG&E's use of the Easement Area permitted under the Easement, and Owner shall conduct its activities in such a manner so as not to unreasonably endanger the Easement, the environment and human health and safety. Owner shall be responsible for remediation of any hazardous materials release to the extent caused by Owner, and to clean and remove debris and/or promptly repair any damages to the Easement Area to the extent caused by any entry or activity by Owner, returning the Easement Area to a like or better condition.

10. Reserved Rights. Subject to the terms of the Easement, PG&E reserves the right to use the Easement Area (other than the Encroachment Area) for such purposes as it may deem necessary or appropriate if, and whenever, in the interest of its service to its patrons or customers or the public, it shall appear necessary or desirable to do so. Furthermore, PG&E reserves the right to temporarily limit or modify access to the Easement Area upon not less than two (2) business days' prior written notice to Owner if repairs or maintenance are required to PG&E facilities in the vicinity of the Easement Area (provided, that, in the event of an emergency, PG&E shall provide such notice to Owner as is reasonably practicable under the circumstances), and during any such temporary closure, PG&E shall use reasonable efforts to provide reasonable access to Owner to the Encroachment Area.

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

If to PG&E:	Manager, Encroachment Management Pacific Gas and Electric Company 6111 Bollinger Canyon Road Mail Code BR1Y3A San Ramon, CA 94583
With a copy to:	Pacific Gas and Electric Company P.O. Box 7442, Mail Code B3OA San Francisco, CA 94120 Attention: Managing Counsel, Commercial and Environmental
If to Owner:	Gateway Pinole Vista, LLC c/o Stockbridge Capital Group 4 Embarcadero Center, Suite 300 San Francisco, CA 94111 Attention: Retail Asset Manager
With a copy to:	Gateway Pinole Vista, LLC c/o Crosspoint Realty Services 208 Vintage Way, Suite 100

Novato, CA 94945
Attention: Property Manager

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

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

14. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns (subject to the provisions of Section 15 below). 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; provided, that, notwithstanding the foregoing to the contrary, in the event of any transfer by Owner of the Property, Owner shall automatically be released from all duties, obligations and liabilities hereunder arising from and after the date of such transfer, and PG&E agrees to look solely to the transferee for the performance of Owner's obligations hereunder arising from and after the date of such transfer. The covenants of Owner hereunder shall run with the land.

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

16. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.

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

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

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

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

21. Recording. Owner and PG&E each hereby consents and agrees to the recording of this Agreement against the Property; provided, that the terms of this Agreement shall automatically terminate upon the termination of the Easement. Owner and PG&E agrees to sign any additional documents reasonably required to complete such recording.

22. Ratification of Grant of Easement. Except for the terms of this Agreement regarding the Encroachment Consent, all of the terms, conditions and provisions of the Easement shall remain in full force and effect and are hereby ratified and confirmed. Except for the terms of this Agreement regarding the Encroachment Consent, to the extent the terms of the Easement conflict or are otherwise inconsistent with this Agreement, the terms of the Easement shall control.

23. Default; Limitations on Liability. Neither party shall be in default hereunder unless the defaulting party has received written notice from the non-defaulting party of the alleged default and failed to cure the same within ten (10) business days following the defaulting party's receipt of such notice; provided that if the default is not reasonably capable of being cured within such 10-business day period, then no default shall be deemed to have occurred hereunder if the defaulting party commences to cure such default within such 10-business day period and thereafter diligently pursues the same to completion. It is expressly understood and agreed that, notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any applicable law to the contrary, the liability of Owner hereunder and any recourse by PG&E against Owner shall be limited solely and exclusively to the equity interest of Owner in and to the Property (and any rents, issues, profits and proceeds therefrom), and neither Owner, nor any of its constituent partners, shall have any personal liability therefor, and PG&E hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under PG&E. Notwithstanding anything to the contrary contained in this Agreement, under no circumstances shall either party be liable to the other for consequential damages, including, without limitation, injury to either party's business or for any loss of income or profit therefrom.

[SIGNATURE PAGE FOLLOWS]

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

Robert L. Jones
Manager, Land Rights

"Owner"

GATEWAY PINOLE VISTA, LLC, a California limited liability company

By: Core and Value Advisors, LLC; a Delaware limited liability company, its authorized investment advisor

By:

Name: Matthew Jerry

Title: Senior Vice President

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 San Francisco)

On October 15, 2018, before me, Renee Adams, Notary Public
Here insert name and title of the officer

personally appeared Matthew Jerry

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.

RENEE ADAMS
Commission # 2127673
Notary Public - California
San Francisco County
My Comm. Expires Oct 21, 2019

Renee Adams
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
County of CONTRA COSTA)

On 1/28/19, before me, STEPHEN M. HUGHES, NOTARY PUBLIC,
Here insert name and title of the officer

personally appeared ROBERT L. JONES

,

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.

STEPHEN M. HUGHES
Notary Public - California
Solano County
Commission # 2150059
My Comm. Expires May 20, 2020

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

[X] Individual(s) signing for oneself/themselves

[ ] Corporate Officer(s) of the above named corporation(s)

[ ] Trustee(s) of the above named Trust(s)

[ ] Partner(s) of the above named Partnership(s)

[ ] Attorney(s)-in-Fact of the above named Principal(s)

[ ] Other _____

Exhibit "A"

Legal Description

The parcel of land described in the Grant Deed from TKG Pinole, LLC, a California limited liability company, to Gateway Pinole Vista, LLC, a California limited liability company, dated May 22, 2014 and recorded as Document 2014-0084213, official records of Contra Costa County, California and more particularly described as follows:

Real property in the City of Pinole, County of Contra Costa, State of California, described as follows:

Tract I

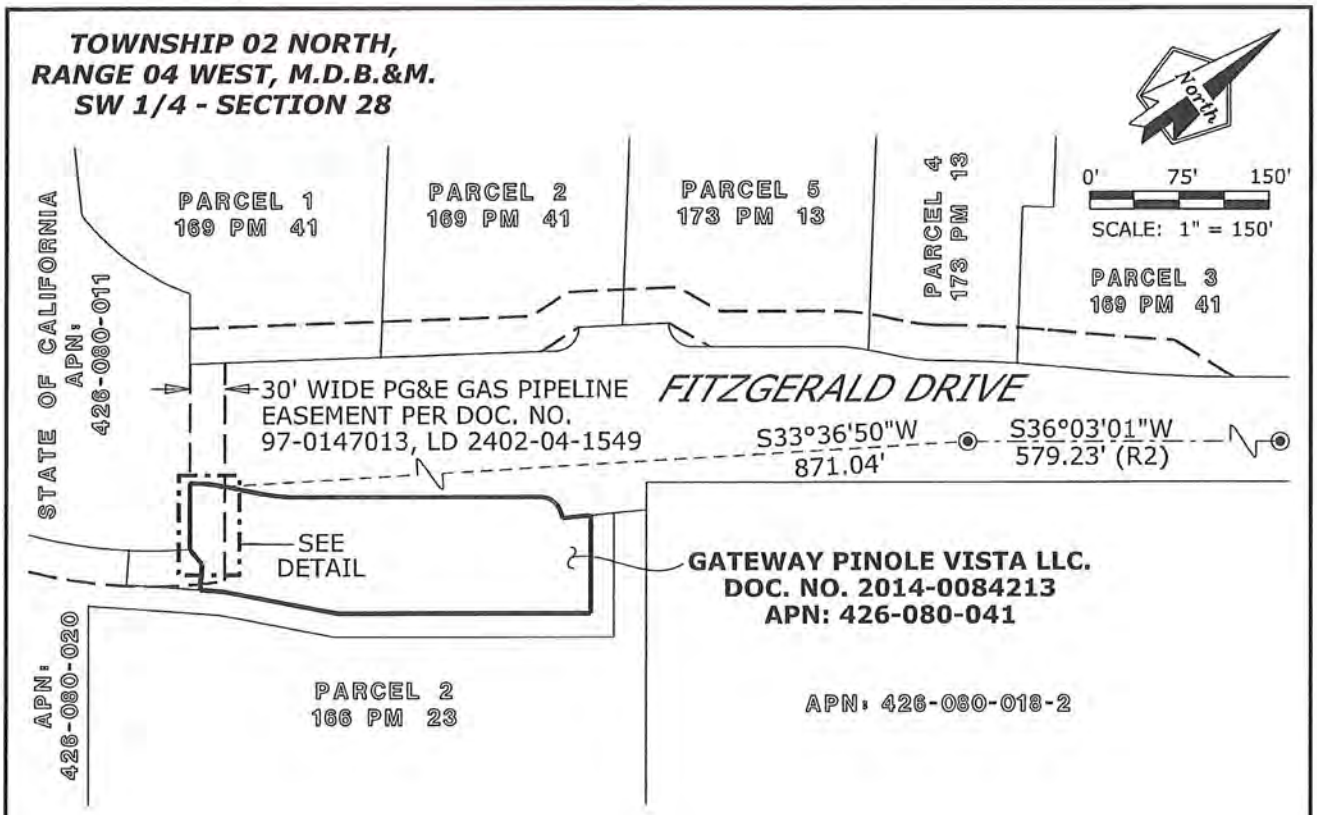
Parcel 3 as shown on map "MS 653-95" filed for record April 10, 1995, in Book 166 of Parcel Maps Page 23, Contra Costa County records,

Excepting therefrom:

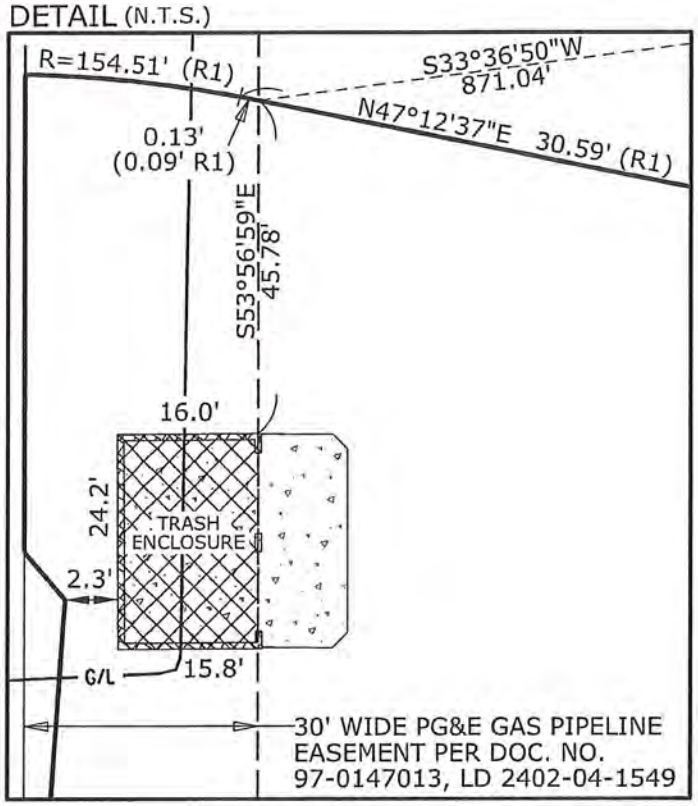
Being a portion of Parcel 3 as said parcel is shown on the parcel map filed in Book 166 of Parcel Maps at Page 23, Contra Costa County records and more particularly described as follows:

Beginning at the most southerly southwest corner of said Parcel 3, thence northeasterly along the generally northwesterly line of said parcel along a non-tangent curve concave to the northwest, which a radial bears North 51°12'26" West to the radius point, having a radius of 400.00 feet, a central angle of 07°23'16" and an arc distance of 51.58 feet; thence leaving last said line North 85°20'37" East, 16.28 feet; thence South 49°56'14" East, 22.05 feet to the southeasterly line of said parcel 3; thence along the southeasterly and southwesterly lines of said Parcel 3 South 40°03'40" West, 62.80 feet and North 49°56'00" West, 29.16 feet to the Point of Beginning.

Assessor's Parcel No.: 426-080-041



DETAIL (N.T.S.)



LEGEND

⊙	- FOUND 2 1/2" BRASS DISC IN MONUMENT WELL (R1)
— · — · —	- MONUMENT LINE
—— G/L ——	- GAS LINE SP3 (24")
————	- SUBJECT PARCEL LINE
— — — —	- PG&E EASEMENT LINE
- - - - - - - -	- EASEMENT TIE
▨	- MASONRY BLOCK WALL
(R1)	- BK 166 OF PARCEL MAPS PG 23
(R2)	- BK 169 OF PARCEL MAPS PG 41

ENCROACHMENT AREA

▨ TOTAL AREA = 385.1 SQ FT +/-

PROFESSIONAL LAND SURVEYOR
Scot D. Wilson
No. 6424
EXPIRES 12/31/2016
STATE OF CALIFORNIA

10-11-16

AUTHORIZATION 8155191	
BY	PLF8
DR	CXVE
CH	SDWD
O.K.	SDWD
DATE	09/15/2016

EXHIBIT "B"

ENCROACHMENT AGREEMENT EXHIBIT
1374 FITZGERALD DRIVE
PINOLE, CALIFORNIA

PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California

PG&E LAND ENGINEERING

PROJ. NO.	RW_VC_1596_15
AREA	NORTH COAST
COUNTY	CONTRA COSTA
SCALE	1" = 150'
SHEET NO.	1 OF 1
DRAWING NUMBER	ENA-0069
CHANGE	0

Administrative Information

Area 2, Diablo Division

Concord Land Service Office
Operating Department: Gas Transmission
USGS location: MDB&M, T. 2 N., R. 4 W., Section 28, SW 1/4 PG&E
Drawing Number(s): Z0166
PLAT NO.: 01-B15
LD of any affected documents: 2402-04-1549
TYPE OF INTEREST: 5, 11e, 52
Order #: 8155191
County: Contra Costa
Utility Notice Numbers: N/A
Related to CPSI Project ID: RW_VC_1596_15
851 Approval: Advice Letter _____ Effective _____
Prepared By: NXCD
Checked By: JPW1

Note: Encroachment Agreement for a trash enclosure

Attachment 3

Tami L. Mullins;
10 Wendy Lane, Orinda, CA 95129

2

RECORDING REQUESTED BY:
Nancy A. Gibbons, A Law Corporation

WHEN RECORDED MAIL TO AND MAIL TAX STATEMENTS TO:
Tami L. Mullins
10 Wendy Lane
Orinda, California 94563

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2012-0155445-00
Check Number
Friday, JUN 29, 2012 14:56:33
MOD $2.00 REC $12.00 FTC $1.00
RED $1.00 ERD $1.00
Ttl Pd $17.00 Rcpt # 0001318780
rrc/R9/1-2

A. P. N.: 251-182-024

TRUST TRANSFER DEED

The undersigned Grantor declares:
Documentary transfer tax is $-0-
( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
( ) Unincorporated Area (X) City of Lafayette

GRANT DEED (Excluded from Reappraisal Under Proposition 13, i.e., Calif. Const. Art. 13A Section 1 et. seq.)

The undersigned Grantor declares under penalty of perjury that the following is true and correct. THERE IS NO CONSIDERATION FOR THIS TRANSFER. There is No Documentary Transfer Tax Due pursuant to Revenue & Taxation Code 11930. Grantee is a Trust for the benefit of the Grantor. This is a TRUST TRANSFER under Section 62 of the Revenue and Taxation Code.

GRANTOR: TAMI L. MULLINS

hereby GRANTS to: TAMI L. MULLINS, Trustee of the Tami L. Mullins 2012 Revocable Trust dated 6/7/12

the real property located in the City of Lafayette, County of Contra Costa, State of California, commonly known as 10 Wendy Lane and described as follows:

See Exhibit "A" attached hereto and made a part hereof.

DATED: 6/7/12
#3243

Tami L. Mullins
TAMI L. MULLINS

STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

On 6/7/12, before me, NANCY ANN GIBBONS, a Notary Public, personally appeared TAMI L. MULLINS, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Nancy Ann Gibbons

NANCY ANN GIBBONS
NOTARY PUBLIC - CALIFORNIA
Contra Costa County
Comm. #1890147
My Comm. Expires May 18, 2014

END OF DOCUMENT

T1S R3W

53333

185-252

COPY SENT TO DIVISION

MILES HUDSON and LADENE HUDSON, his wife, hereinafter called "Grantor," do..... hereby grant to COAST COUNTIES GAS AND ELECTRIC COMPANY, a corporation, hereinafter called "Grantee," the right of way from time to time to lay, construct, reconstruct, replace, renew, repair, maintain, operate, change the size of, increase the number of, and remove pipe lines and appurtenances thereof, for the transportation of gas, over and through, under or along, that certain parcel of land, hereinafter referred to as "said premises," situate in Contra Costa County, State of California, and described as follows, to wit:

2301-03-0443

Portions of Lots 152 and 166 as said lots are designated on that certain map entitled "Moraga Meadows, Unit No. 5", which map was filed in the office of the Recorder of Contra Costa County, California, on April 29, 1948 in Volume 35 of Maps at pages 1 and 2.

Said pipelines to be constructed and maintained within the boundaries of a strip of land twenty (20) feet in width, the northerly boundary of said strip lying parallel with and twenty (20) feet northerly, measured at right angles, from the southerly line of Lot 152 and the southerly line of Lot 166 as said lots are designated on that certain map entitled "Moraga Meadows, Unit No. 5", hereinabove referred to (Volume 35 of Maps at pages 1 and 2). Said strip of land to extend from the easterly boundary of said Lot 152 to the westerly boundary of Lot 166.

Grantor reserves the right to grant, to the Pacific Telephone and Telegraph Company, right of way to lay, construct, and maintain telephone lines and appurtenances on said premises, hereinabove described, insofar as said telephone lines and appurtenances are not installed within five (5) feet of said pipelines and insofar as said laying, constructing, and maintaining of said telephone lines and appurtenances does not interfere with the operation and maintenance of Grantee's pipelines and appurtenances or the transmission of gas, over and through, under or along, said premises.

Grantor also grants to Grantee (a) the privilege of using such portion of said premises along anl adjacent to said strip as may be reasonably necessary in connection with the installation and maintenance of such pipe lines, (b) the right of ingress to said pipe 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 conveuient to Grantee, 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.

Said pipe lines may, insofar as the interests of Grantor extend therein, be laid across adjacent roads, streets and alleys.

Grantor reserves the right to use and enjoy said premises, provided that Grantor shall not construct or maintain the whole or any part of any structure on said strip of land or in any manner impair or interfere with the present or prospective exercise of any of the rights herein granted.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, these presents are hereby signed this 29th day of September 1953

Executed in the presence of

G C Stanley
Subscribing Witness.

Miles Hudson
Ladene Hudson

State of California
County of Contra Costa } ss.

On this 29 day of September, 1953, before me, Luna M. Wendt, a Notary Public in and for said county and state, residing therein, duly commissioned and sworn, personally appeared G.C. Stanley

known to me to be the person.... whose name ....is.... subscribed to the within instrument, and acknowledged to me that ....he.... executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year in this certificate first above written.

Luna M. Wendt
NOTARY PUBLIC
in and for the County of Contra Costa
State of California.
My Commission Expires Nov. 20, 1954

Recorded at request of GRANTEE
at ~~min. past~~ 2 P. M. OCT 13 1953
Fee $1.90 Contra Costa County Records
Ralph Cunningham, County Recorder.
By

MICRO FILMED
REEL

FORM 161-2M-3-53

Vol 2206 O.R. Page 347

M.R. 865

UNDER 2

PAGE 347

CONSENT

....., 19.....

For and in consideration of the sum of One Dollar ($1.00), to ..... in hand paid, receipt whereof is hereby acknowledged .....holding .... covering the premises described in the annexed grant of right of way, do... ... hereby approve of, join in and consent to said grant of right of way.

STATE OF CALIFORNIA,
.....County of Comtra Costa } ss.

On this 22nd *day of* December *in the year one thousand nine hundred and* fifty three, *before me* Lina M. Wendt, *a Notary Public in and for the* .....*County of* Contra Costa, *State of California, residing therein, duly commissioned and sworn, personally appeared* G.C. Stanley *known to me to be the person* ....*whose name* is *subscribed to the within instrument as* ....*witness* ....*thereto, who, being by me duly sworn* ..... *deposed and said: that* he *reside* s *in* .....*County of* Contra Costa, *State of* California; *that* he *w* as *present and saw* Miles R. Hudson and Ladene Hudson *(personally known to* him *to be the person* ....*described in, and who executed the said within instrument as part* ies *thereto), sign, seal, and deliver the same; that the said* Miles R. Hudson and Ladene Hudson ..... *duly acknowledged in the presence of said affiant* ....., *that* they *executed the same and that* he, *the said affiant* ....., *thereupon, and at the request of said* Miles R. Hudson and Ladene Hudson, *subscribed* his *name* ....*as* ....*witness* ....*thereto.*

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

Lina M. Wendt

Notary Public in and for the .....County of Contra Costa, State of California.

My Commission Expires November 20, 1954

MICRO FILMED

REEL

Cowdery's Form No. 46 (Acknowledgment—Witness).
(C. C. Secs. 1195-1197, C. C. P. Sec. 1935)

MICROFILMED FEBRUARY 1958

CONSENT

..... 19.....

For and in consideration of the sum of One Dollar ($1.00), to ..... in hand paid, receipt whereof is hereby acknowledged .....holding .... covering the premises described in the annexed grant of right of way, do..... hereby approve of, join in and consent to said grant of right of way.

Executed in the presence of

.....

.....

.....

Subscribing Witness.

MICROFILMED

JUN 2 1954

stamp 85d

FOLIO .....

Pg 4 L
1.9 Contra Costa County

53333

INDEXED

No. .....

RIGHT OF WAY

FROM Hudson

TO CCG&E

DATED 9/29/53

C. E. A. 4343 C. W. O. 66475

W/R W. 865

Lafayette to Glorietta 6-inch

RECORDING REQUESTED BY AND RETURN TO:

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

Location: City/Uninc_____
Recording Fee $_____
Document Transfer Tax$ _____
[ ] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911).
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

_____
Signature of declarant or agent determining tax

(APN 251-182-024)
LD# 2401-03-10021

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this "**Agreement**") is made and entered into this ___ day of _____, 20____ by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and TAMI L MULLINS, Trustee of the Tami L. Mullins 2012 Revocable Trust dated 6/7/12 hereinafter called "**Owner**".

RECITALS

A. Owner is the fee title owner of certain real property within the City of Lafayette, County of Contra Costa, State of California, Assessor's Parcel Number 251-182-024 (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 pipe line(s) for the transportation of gas and for all other purposes connected therewith, as set forth in the Grant of Easement recorded October 13, 1953 in Liber 2206 of Official Records at page 347, Contra Costa 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 "…Grantor shall not construct or maintain the whole or any part of any structure on said strip of land or in any manner impair or interfere with the present or prospective exercise of any of the rights herein granted."

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

D. PG&E has determined that the Improvements, constructed and 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 encroachments within 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 within the Easement Area by approximately 2.1 and a calculated area of approximately 13 square 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 the California Public Utilities Commission (the "CPUC") approves this Agreement by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC), and the terms and conditions of such CPUC approval are satisfactory to PG&E in its sole and absolute discretion. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC (☐ Disposition Letter ☐ Advice Letter ☐ Decision) _____, in like manner as though said provisions were set forth in full herein.

3. 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, California 94583

With a copy to:

Pacific Gas and Electric Company
P.O. Box 7442, Mail Code B3OA
San Francisco, California 94120
Attention: Grant Guerra

If to Owner:

Tami L. Mullins
10 Wendy Lane
Orinda, CA 94563

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"

TAMI L MULLINS, Trustee of the Tami L. Mullins 2012 Revocable Trust dated 6/7/12

Tami Mullins

Tami L. Mullins, 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 CONTRA COSTA)

On MARCH 2, 2018, before me, JOANNA K. CABRAL, NOTARY PUBLIC,
Here insert name and title of the officer

personally appeared TAMI L. MULLINS

,

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

JOANNA K. CABRAL
Commission # 2072053
Notary Public - California
Sacramento County
My Comm. Expires Jun 21, 2018

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, _____,
Here insert name and title of the officer

personally appeared _____

_____,

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

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

WITNESS my hand and official seal.

_____ (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 _____

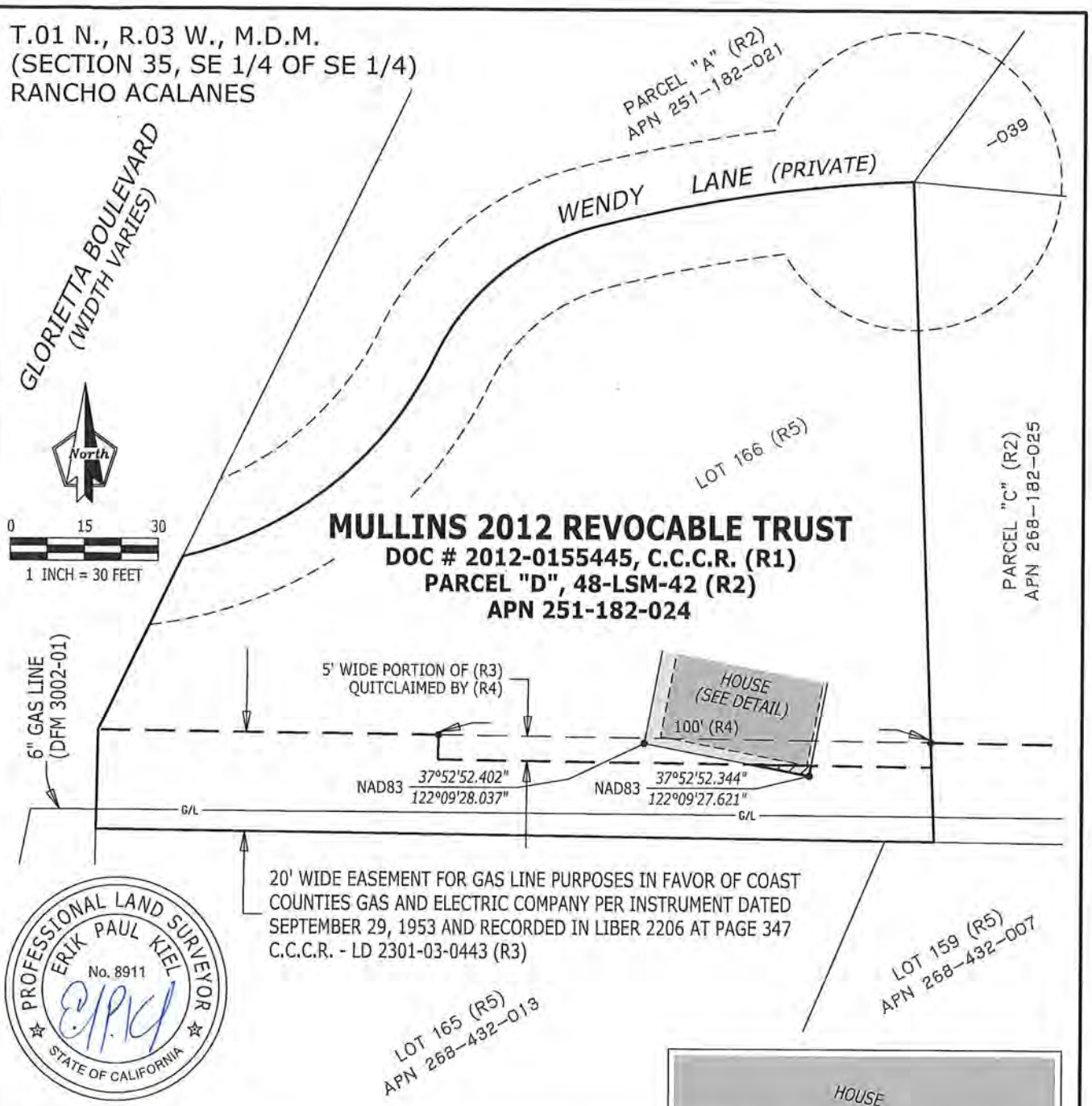
EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL ONE CONVEYED BY TRUST TRANSFER DEED DATED JUNE 7, 2012 FROM TAMI L. MULLINS TO TAMI L. MULLINS, TRUSTEE OF THE TAMI L. MULLINS 2012 REVOCABLE TRUST DATED 6/7/12 AND RECORDED JUNE 29, 2012 AS DOCUMENT NUMBER 2012-0155445, CONTRA COSTA COUNTY RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "D" AS SAID PARCEL IS SHOWN UPON THE RECORD OF SURVEY ENTITLED "RESUBDIVISION OF LOTS 152, 166 & 167 MORAGA MEADOWS, UNIT No. 5" FILED FOR RECORD JULY 6, 1967 IN BOOK 48 OF LICENSED SURVEYORS' MAPS AT PAGE 42, CONTRA COSTA COUNTY RECORDS.

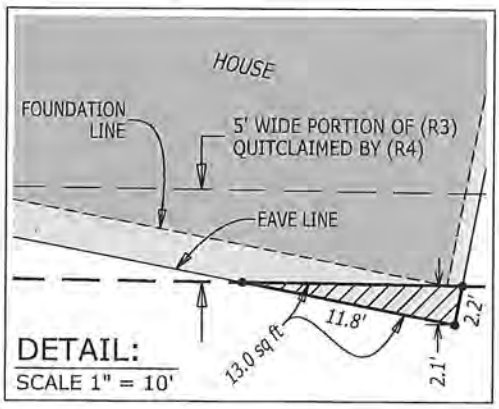
APN # 251-182-024

T.01 N., R.03 W., M.D.M.
(SECTION 35, SE 1/4 OF SE 1/4)
RANCHO ACALANES



PROFESSIONAL LAND SURVEYOR
ERIK PAUL KIEL
No. 8911
STATE OF CALIFORNIA

LEGEND:	
— —	PG&E EASEMENT BOUNDARY LINES (R3)(R4)
———	SUBJECT PARCEL BOUNDARY LINES (R1)(R2)
▨	EAVE ENCROACHMENT AREA = 13.0 SQUARE FEET
— —	FORMER PG&E EASEMENT BOUNDARY LINE, QUITCLAIMED BY (R4)
(R1)	DOCUMENT No. 2012-0155445 DATED 6/7/2012, C.C.C.R.
(R2)	RECORD OF SURVEY FILED 7/6/1967, 48-LSM-42, C.C.C.R.
(R3)	LD 2301-03-0443, LIBER 2206, PAGE 347, DATED 9/29/1953, C.C.C.R.
(R4)	LD 2401-03-0931, DOCUMENT No. 96 219110, DATED 9/25/1996, C.C.C.R.
(R5)	MORAGA MEADOWS UNIT No. 5, FILED 4/29/1947, 35-MAPS-1, C.C.C.R.



DETAIL:
SCALE 1" = 10'

AUTHORIZATION 8154702	EXHIBIT "B"		
BY: E. KIEL	GAS LINE (DFM 3002-01)	RW_C 0490_17	
DR: E. KIEL	10 WENDY LANE	AREA NORTH COAST	
CH: MT	ORINDA, CA 94563	COUNTY CONTRA COSTA	
O.K. S. WILSON	PACIFIC GAS AND ELECTRIC COMPANY	SCALE 1" = 30'	
DATE: 12/6/2017	SAN FRANCISCO, CALIFORNIA	SHEET NO. 1 OF 1	
		DRAWING NUMBER ENA-0195	CHANGE 0

PG&E LAND ENGINEERING

Administrative Information

Area 2, Diablo Division
Concord Land Service Office
Operating Department: Gas Transmission
USGS location: M.D.M T.01N. R.03W. Section 35, SE 1/4 of SE 1/4
FERC License Number(s): N/A
PG&E Drawing Number(s): 3002-01_GIS1
PLAT NO.: 46-A03
LD of any affected documents: 2301-03-0443
LD of any Cross-referenced documents: 2401-03-0931
TYPE OF INTEREST: 56,11,69,5,84,52
SBE Parcel Number: NA
Order #8154702
JCN: N/A
County: Contra Costa
Utility Notice Numbers: N/A
Related to CPSI Project ID: RW_C_0490_17
851 Approval: Advice Letter _____ effective _____
Prepared By: M7HI
Checked By: JPW1

Note: Encroachment Agreement for roof overhang of a residence.

Attachment 4

City of Novato;
22 & 24 View Ridge Drive, Novato, CA

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name City of Novato
Street Address 75 Rowland Way
City-State Zip Novato, CA 94945-5054

Order No. Mobile Home Park

2011-0014286

Recorded Official Records County of Marin RICHARD N. BENSON Assessor-Recorder County Clerk | REC FEE 0.00
02:41PM 11-Mar-2011 | AO Page 1 of 8

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Parcel No. 155-400-03, 05

Tax Code Area:

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
[X] City of Novato
[☐] Unincorporated

Documentary Transfer Tax is $ -0- zero consideration
[☐] computed on full value of interest or property conveyed, or,
[☐] full value less value of liens or encumbrances remaining at the time of sale

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Novato Financing Authority,
a joint powers authority

do(es) hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

CITY OF NOVATO, a municipal corporation

the following real property in the City of Novato, County of Marin, State of California

See Exhibit A attached hereto and made a part hereof.

Without warranty, expressed or implied.

Dated: March 8, 2011

STATE OF CALIFORNIA
COUNTY OF Marin

On _____ before me,

_____,

a Notary Public, personally appeared
Jeanne MacLeamy

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 Victoria Lynn Parfitt

}ss Novato Financing Authority,
a joint powers authority

Jeanne E MacLeamy
By: Jeanne MacLeamy, Chairperson

VICTORIA LYNN PARFITT
Commission # 1862680
Notary Public - California
Marin County
My Comm. Expires Aug 24, 2013

RECORD WITHO
FEE PER G 23

MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name | Street Address | City & State

EXHIBIT "A"

DESCRIPTION

All that certain real property situate in the County of Marin, State of California, and is described as follows:

PARCEL 1

COMMENCING FOR REFERENCE at a found open 2-inch iron pipe accepted as that monument shown on Record of Survey filed July 10, 1969 in Book 8 of Surveys at Page 57, Marin County Records, as being the corner common to the Rancho San Jose and the Rancho San Pedro Santa Margarita y Las Gallinas, said point also being designated "S.J.1", as the same is shown upon that certain plat entitled "Plat of Rancho San Jose, July 1858", filed for record in Book A of Patents on Page 1, Marin County Records; said point being the northwest corner of Survey No. 5 in Township 2 North, Range 6 West, Mount Diablo Meridian;

thence along the boundary of said Rancho San Jose and the westerly line of said 8 O.S. 57, North 31°38'57" West, 141.51 feet to the TRUE POINT OF BEGINNING;

thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, North 58°21'03" East, 56.66 feet; thence North 32°44'43" West, 112.90 feet; thence South 56°52'57" West, 27.67 feet; thence North 36°18'57" West, 329.96 feet to a point on said aforementioned Rancho San Jose boundary and said westerly line of 8 O.S. 57;

thence along said Rancho boundary and said westerly line of 8 O.S. 57, North 31°38'57" West, 257.55 feet;

thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, North 12°57'17" West, 443.49 feet to a point on said Rancho boundary and said westerly line of 8 O.S. 57 and which is a found, 3-inch brass capped monument, accepted as that monument shown on said 8 O.S. 57 and on that survey filed February 26, 1973 in Book 11 of Surveys at Page 70, Marin County Records and being the northeast corner thereof;

thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, along the North line of said 11 O.S. 70, North 74°45'51" West, 2061.07 feet; thence leaving said North line of 11 O.S. 70, South 28°17'33" West, 307.47 feet; thence South 31°34'45" East, 176.63 feet; thence South 11°14'44" West, 299.74 feet; thence South 25°35'52" West, 22.40 feet; thence South 35°06'40" West 174.62 feet; thence North 21°35'02" West, 60.08 feet to the beginning of a 100.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of 45°39'21", an arc distance of 79.68 feet; thence North 24°04'19" East, 95.85 feet to the beginning of a 200.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 68°23'02", an arc distance of 238.70 feet; thence North 44°18'43" West, 377.64 feet to the beginning of a 275.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 56°50'36", an arc distance of 272.83 feet to the point of reverse curvature of a 375.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of

56°44'18", an arc distance of 371.35 feet, to the point of compound curvature of a 175.00 foot radius, tangent curve to the right; thence along said compound curve, through a central angle of 25°31'51", an arc distance of 77.98 feet to a point bearing South 6°18'59" East, 215.67 feet from the most northerly corner of that certain parcel of land granted to the City of Novato by deed recorded September 11, 1968 in Book 2239 of Official Records at Page 176, Marin County Records;

thence South 71°06'50" West, 100.00 feet to the beginning of a 275.00 foot radius, non-tangent curve, the radius point of which bears North 71°06'50" East; thence southeasterly along said curve, through a central angle of 25°31'51", an arc distance of 122.54 feet to the point of compound curvature of a 475.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 56°44'18", an arc distance of 470.38 feet to the point of reverse curvature of a 175.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of 56°50'36", an arc distance of 173.62 feet; thence South 44°18'43" East, 377.64 feet to the beginning of a 100.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of 68°23'02", an arc distance of 119.35 feet; thence South 24°04'19" West, 95.85 feet to the beginning of a 200.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 45°39'21", an arc distance of 159.37 feet; thence South 21°35'02" East, 196.43 feet, to the beginning of a 140.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 82°00'37", an arc distance of 200.39 feet; thence South 61°58'24" East, 168.41 feet; thence North 46°47'31" East, 307.04 feet; thence North 22°43'48" East, 306.30 feet; thence North 88°49'28" East, 208.66 feet; thence North 73°09'47" East, 534.21 feet; thence South 30°31'33" East, 50.00 feet; thence South 59°28'27" West, 360.08 feet; thence South 49°17'13" West, 154.78 feet; thence South 40°34'04" East, 363.14 feet; thence North 45°42'44" East, 372.01 feet; thence North 76°56'09" East, 148.75 feet; thence South 63°52'01" East, 28.35 feet; thence South 26°07'59" West, 237.85 feet; thence South 74°20'31" West, 205.01 feet; thence South 8°31'26" West, 107.69 feet; thence South 53°07'25" West, 214.67 feet; thence South 68°43'49" West, 279.73 feet; thence South 41°06'02" West, 223.36 feet; thence South 35°40'28" East, 139.99 feet; thence South 76°17'06" East, 318.47 feet; thence North 80°54'38" East, 85.65 feet; thence North 72°36'03" East, 330.41 feet; thence North 82°11'38" East, 370.72 feet; thence South 74°25'36" East, 456.94 feet; thence North 58°21'03 East, 439.01 feet to the TRUE POINT OF BEGINNING.

DPH:BFL

Oberkamper & Associates
Civil Engineers, Inc.

October 16, 1996
Job No. 94-106

LEGAL DESCRIPTION
PARCEL 2

A non-exclusive easement appurtenant to Parcel 1 above described for pedestrian and vehicular ingress and egress purposes; public utility purposes; drainage, storm and sanitary sewer purposes; and fire and emergency vehicle access purposes on, over, under, and across the following described parcel of real property:

COMMENCING FOR REFERENCE at the most northerly corner of that certain parcel of land granted to the City of Novato by deed recorded September 11, 1968 in Book 2239 of Official Records at Page 176, Marin County Records and the beginning of a 126.00 foot radius curve, the radius point of which bears North 85°48'12" East; thence along the exterior line of said 2239 OR 176 the following courses and distances: southerly along said curve, through a central angle of 4°30'46", an arc distance of 9.92 feet to the point of compound curvature of a 33.19 foot radius, tangent curve to the left; thence along said curve, through a central angle of 49°21'16", an arc distance of 28.59 feet to the point of reverse curvature of a 50.00 foot radius, tangent curve to the right, and thence along said curve, through a central angle of 111°56'04", an arc distance of 97.68 feet to the TRUE POINT OF BEGINNING, being the North end point of a 175.00 foot radius curve, the radius point of which bears South 76°08'44" East; thence leaving said exterior line of 2239 O.R. 176, southerly along said curve, through a central angle of 32°44'26", an arc distance of 100.00 feet; thence South 71°06'50" West, 100.00 feet to the beginning of a 275.00 foot radius curve, the radius point of which bears North 71°06'50" East; thence northerly along said curve, through a central angle of 30°41'42", an arc distance of 147.33 feet to a point on the easterly line of that land granted to the State of California by deed recorded February 3, 1961 in Book 1433 of Official Records at Page 353, Marin County Records; thence along said easterly line, North 23°07'24" East, 1.33 feet to a point on said exterior line of 2239 O.R. 176; thence leaving said easterly line of 1433 O.R. 353, along said exterior line of 2239 O.R. 176, South 66°52'36" East, 53.97 feet to the beginning of a 50.00 foot radius, tangent curve to the left, and thence along said curve, through a central angle of 59°15'10", an arc distance of 51.71 feet to the TRUE POINT OF BEGINNING

DPH:BFL

Oberkamper &Associates
Civil Engineers, Inc.

October 16, 1996
Job No. 94-106

LEGAL DESCRIPTION
PARCEL 3

A non-exclusive easement appurtenant to Parcel 1 above described for vehicle turn around purposes on, over and across the following described parcel of real property:

COMMENCING FOR REFERENCE at a found open 2-inch iron pipe accepted as that monument shown on Record of Survey filed July 10, 1969 in Book 8 of Surveys at Page 57, Marin County Records, as being the corner common to the Rancho San Jose and the Rancho San Pedro Santa Margarita y Las Gallinas, said point also being designated "S.J.1", as the same is shown upon that certain plat entitled "Plat of Rancho San Jose, July 1858", filed for record in Book A of Patents on Page 1, Marin County Records; said point being the northwest corner of Survey No. 5 in Township 2 North, Range 6 West, Mount Diablo Meridian;

thence along the boundary of said Rancho San Jose and the westerly line of said 8 O.S. 57, North 31°38'57" West, 141.51 feet; thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, North 58°21'03" East, 56.66 feet; thence North 32°44'43" West, 112.90 feet to the TRUE POINT OF BEGINNING;

thence North 56°52'57" East, 39.54 feet to the beginning of a 45.59 foot radius, tangent curve to the left; thence along said curve, through a central angle of 222°19'36", an arc distance of 176.90 feet; thence South 14°33'21" West, 52.70 feet; thence South 36°18'57" East, 43.88 feet; thence North 56°52'57" East, 27.67 feet to the TRUE POINT OF BEGINNING

DPH:BFL

Oberkamper & Associates
Civil Engineers, Inc.

October 16, 1996
Job No. 94-106

LEGAL DESCRIPTION
PARCEL 4

A non-exclusive easement appurtenant to Parcel 1 above described for drainage purposes on, over, under and across the following described parcel of real property:

A 20-FOOT WIDE STRIP OF LAND lying 10 feet either side of the following described line:

COMMENCING FOR REFERENCE at a found open 2-inch iron pipe accepted as that monument shown on Record of Survey filed July 10, 1969 in Book 8 of Surveys at Page 57, Marin County Records, as being the corner common to the Rancho San Jose and the Rancho San Pedro Santa Margarita y Las Gallinas, said point also being designated "S.J.1", as the same is shown upon that certain plat entitled "Plat of Rancho San Jose, July 1858", filed for record in Book A of Patents on Page 1, Marin County Records; said point being the northwest corner of Survey No. 5 in Township 2 North, Range 6 West, Mount Diablo Meridian;

thence along the boundary of said Rancho San Jose and the westerly line of said 8 O.S. 57, North 31°38'57" West, 687.55 feet to the TRUE POINT OF BEGINNING, said point being on the approximate centerline of an existing drainage ditch; thence along said approximate ditch centerline North 78°33'04" East, 493.10 feet to a point on the westerly right of way line of the Northwestern Pacific Railroad Company, a California corporation, as described by deed recorded May 15, 1908 in Book 114 of Deeds at Page 376, Marin County Records.

The sidelines of this easement shall be lengthened or shortened to intersect said westerly line of 8 O.S. 57 and said westerly right of way line of 114 Deeds 376.

DPH:BFL

CERTIFICATE OF THE OWNER'S ACCEPTANCE OF A CONVEYANCE OF REAL PROPERTY AND ITS CONSENT TO RECORDATION

This is to certify that the interest in real property situated in Marin County, California, conveyed by the attached Quitclaim Deed dated March 8, 2011 from NOVATO FINANCING AUTHORITY to THE CITY OF NOVATO, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of Novato pursuant to Resolution No. 09-11 of the City of Novato, adopted March 8, 2011, and the grantee hereby consents to recordation thereof by its duly authorized officer.

Dated: March 8, 2011

Madeline R Kellner

Madeline Kellner, Mayor

See CA Acknowledgment form attached. VLP

ACKNOWLEDGMENT

State of California
County of Marin)

On March 8, 2011 before me, Victoria Lynn Parfitt - NOTARY PUBLIC
(insert name and title of the officer)

personally appeared Madeline Kellner,
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.

VICTORIA LYNN PARFITT
Commission # 1862680
Notary Public - California
Marin County
My Comm. Expires Aug 24, 2013

Signature Victoria Lynn Parfitt (Seal)

2402-06-1049

AFTER RECORDING, RETURN TO:

10715

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street
San Francisco, California 94106
Attn: Title Administration Unit

10715

FOR RECORDER'S USE ONLY

BOOK 2289 PAGE 358

RECORDED AT REQUEST OF
PACIFIC GAS & ELECTRIC CO.
AT 42 MIN. PAST 11 A.M.
APR 16 1969
Official Records of Marin County, Calif.
N. T. Giacomini
FEE $ 3.60 RECORDER

Recording Fee 3.60

Documentary Stamps no tax due

Location: ~~City~~/Uninc

THIS AGREEMENT is made by and between MARIN VALLEY, INC., a California corporation, hereinafter called first party, and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, for the purpose of changing the location of the right of way and easement granted by M. Loreta Pacheco and others to Pacific Gas and Electric Company, by deed dated August 7, 1958 and recorded in the office of the County Recorder of the County of Marin, State of California, in Book 1217 of Official Records at page 207, under and by virtue of which second party is the owner of certain rights in, on, over, and across the lands, situate in said County of Marin, described in said deed dated August 7, 1958.

NOW, THEREFORE, the parties hereto agree that the location of said right of way and easement be, and it hereby is, changed to the strip of land described as follows:

A strip of land of the uniform width of 30 feet lying equally on each side of the line which begins at a point in the northeasterly boundary line (marked by a fence now upon the ground) of said 128.144 acre parcel of land from which the point of beginning of the line described and designated 2 in the deed from M. Loreta Pacheco and others to Pacific Gas and Electric Company, dated May 1, 1951 and recorded in the office of said County Recorder in Book 681 of Official Records at page 274 bears S. 73° 29-1/2' E. 35.0 feet distant and runs thence parallel with and 25 feet distant southwesterly from (measured at a right angle to) the centerline of the line of towers (now upon the ground) erected along said line designated 2 the following two courses and distances, namely: S. 29° 58-1/2' E. 305.6 feet; and thence S. 56° 26-1/2' E. 240.5 feet; thence N. 82° 41' E. 279.8 feet; thence S. 72° 39' E. 626.9 feet; thence S. 42° 26' E. 622.0 feet; thence S. 10° 55' E. 56.5 feet; thence S. 45° 35-1/2' E. 78.0 feet; thence S. 62° 35-1/2' E. 76.4 feet; thence N. 71° 11-1/2' E. 36.2 feet; thence S. 58° 52-1/2' E. 1230.4 feet; thence S. 23° 48-1/2' E. 291.1 feet, more or less, to a point in the southeasterly boundary line (marked by a fence now upon the ground) of said 128.144 acre parcel of land.

As so modified, first party hereby confirms in second party the rights granted by said deed dated August 7, 1958, on the terms and conditions therein set forth.

Except as expressly set forth herein, this agreement shall not in any way alter, modify, or terminate any provision of said deed dated August 8, 1958.

This agreement shall inure to the benefit of and bind the seccessors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate this 18th day of March, 1969.

MARIN VALLEY, INC.

By [signature]
Its President

And By [signature]
Its Asst. Secretary

PACIFIC GAS AND ELECTRIC COMPANY

By [signature]
Manager, Land Department

North Bay
GM 446229-R G/L
Dwg. B-4560, Sh. 3
T.2N., R.6W.,
M.D.B.& M.
Section 3
SW 1/4 of SW 1/4
Section 4
S 1/2 of SE 1/4
SW 1/4 of SW 1/4
Section 9
N 1/2 of NE 1/4
NE 1/4 of NW 1/4
Section 10
W 1/2 of NW 1/4
aj

Prepared [signature]
Checked [signature]
JAN 17 '69

Approved as to Form
[signature]
Attorney

APPROVED
[signature]

62 4203 4-66 (CORPORATION)

STATE OF CALIFORNIA } ss.
County of San Mateo

On this 18th day of March, in the year 1969, before me, PATRICK C. PATEY, a Notary Public in and for the said San Mateo County, duly commissioned and sworn, personally appeared Julio V. Dougherty and Donald G Dougherty

known to me to be the President and Assistant Secretary

of the corporation that executed the within instrument, and to be the persons who executed the said instrument on behalf of said 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.

PATRICK C. PATEY
NOTARY PUBLIC - CALIFORNIA
Principal Office in SAN MATEO County
My Commission Expires Dec. 30, 1971

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

PATRICK C. PATEY

Notary Public in and for the County of San Mateo, State of California
My Commission Expires December 30, 1971

---

12 4203 11-67 (CORPORATION)

STATE OF CALIFORNIA } ss.
City and County of San Francisco

On this 4th day of April, in the year 1969, before me, Lucille Mullen, a Notary Public in and for the said City and County, duly commissioned and sworn, personally appeared E. E. Hall

known to me to be the Manager, Land Department

of the corporation that executed the within instrument, and to be the person who executed the said instrument on behalf of said 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.

LUCILLE MULLEN
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO

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

Lucille Mullen

Notary Public in and for the City and County of San Francisco, State of California
My Commission Expires January 23, 1971

BOOK 2289 PAGE 360

RECORDING REQUESTED BY AND RETURN TO:

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

Location: City/Uninc_____
Recording Fee $_____
Document Transfer Tax $ _____
[ ] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911).
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

_____
Signature of declarant or agent determining tax

(APN 155-400-03)
LD# 2402-06-10086

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this "**Agreement**") is made and entered into this 28th day of August, 2018 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and CITY OF NOVATO, a municipal corporation of the State of California, hereinafter called "**Owner**."

RECITALS

A. Owner is the fee title owner of certain real property within the City of Novato, County of Marin, State of California, Assessor's Parcel Number 155-400-03 (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 a gas transmission pipeline and for all other purposes connected therewith, as set forth in the Grant of Easement dated August 7, 1958 and recorded in Book 1217 of Official Records at page 207, Marin County Records, the location of which was amended by the Agreement between Marin Valley, Inc. and PG&E dated March 18, 1969 and recorded in Book 2289 of Official Records at page 358, Marin 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 part shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction on said strip ...".

C. Owner has numerous lots for mobile homes on the Property. The mobile homes which sit upon said lots are individually owned by tenant-homeowners. On two such lots tenant-homeowners have constructed decks, including other improvements associated therewith

(**"Tenant Improvements"**) into the Easement Area, the construction of which PG&E alleges is prohibited within the Easement Area. The portion of the Easement Area upon which the Tenant Improvements were constructed (the **"Encroachment Area"**) is shown on the maps labeled **Exhibit "B1"** and **Exhibit "B2"** attached hereto and made a part hereof.

D. PG&E has determined that the Tenant 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 these encroachments into 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 restriction language set forth in the Easement, PG&E hereby consents to the encroachment of the Tenant Improvements onto the Easement Area in the manner and location as more specifically set forth in **Exhibit "B1"** and **Exhibit "B2"**.

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

3. Modification or Removal of Tenant Improvements. In the event that all, or any part, of a Tenant Improvement is later found to substantially interfere with PG&E's ability to use the Easement Area, PG&E shall provide written notice of such interference to the tenant-homeowner and Owner. After said notice is provided, PG&E shall use good faith efforts to work with the tenant-homeowner of said Tenant-Improvement to arrive at a mutally agreed upon resolution.

4. Release. PG&E shall not be liable to Owner for, and Owner hereby waives, releases, exonerates, discharges and covenants not to sue PG&E 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 the use or occupancy of the Easement Area by Owner or its tenant-homeowners, except in the case any injury, damage, or loss arising from the sole, active negligence or willful misconduct of PG&E.

5. Compliance with Laws. The parties shall, at their 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.

6. Alterations. In the event that a tenant-homeowner proposes to make an alteration, addition, or improvement to the Easement Area that would increase the Encroachment Area, Owner shall direct the tenant-homeowner to PG&E and PG&E will address the topic with the tenant-homeowner directly.

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

8. 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, Mail Code BR1Y3
San Ramon, CA 94583

With a copy to:

Pacific Gas and Electric Company
P.O. Box 7442, Mail Code B3OA
San Francisco, California 94120
Attention: Grant Guerra

If to Owner:

City of Novato
922 Machin Avenue
Novato, CA 94945
Attention: Cathy Capriola

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

10. 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.

11. 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 or PG&E, whether by operation of law or otherwise, shall relieve Owner or PG&E of any of their respective duties, obligations or liabilities hereunder, in whole or in part. The covenants of Owner and PG&E hereunder shall run with the land.

12. 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. Additionally, the rights of PG&E under this Agreement may not be separately assigned, transferred, conveyed or encumbered from PG&E's interest in the Easement. Any purported assignment, transfer, conveyance or encumbrance violating the foregoing condition shall be void and of no effect.

13. 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.

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

15. 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.

16. 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.

17. 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.

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

Robert L. Jones
Manager, Land Rights

"Owner"

CITY OF NOVATO, a municipal corporation
of the State of California

Regan M. Candelario
City Manager

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 MARIN)

On October 1, 2018, before me, VICTORIA PARFITT,
Here insert name and title of the officer

personally appeared Regan M. Candelario,

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.

VICTORIA PARFITT
Notary Public - California
Marin County
Commission # 2207358
My Comm. Expires Aug 24, 2021

WITNESS my hand and official seal.

Victoria Parfitt
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
County of CONTRA COSTA)

On 1/28/19, before me, STEPHEN M. HUGHES, NOTARY PUBLIC,
Here insert name and title of the officer

personally appeared ROBERT L. JONES

,

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.

STEPHEN M. HUGHES
Notary Public - California
Solano County
Commission # 2150059
My Comm. Expires May 20, 2020

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

[X] Individual(s) signing for oneself/themselves

[ ] Corporate Officer(s) of the above named corporation(s)

[ ] Trustee(s) of the above named Trust(s)

[ ] Partner(s) of the above named Partnership(s)

[ ] Attorney(s)-in-Fact of the above named Principal(s)

[ ] Other _____

EXHIBIT "A"
Legal Description

The parcel of land described in the Grant deed from Novato Financing Authority, a joint powers authority, to City of Novato, a municipal corporation, dated March 8, 2011 and recorded in instrument number 2011-0014286, official records of Marin County, California and more particularly described as follows:

COMMENCING FOR REFERENCE at a found open 2-inch iron pipe accepted as that monument shown on Record of Survey filed July 10,1969 in Book 8 of Surveys at Page 57, Marin County Records, as being the corner common to The Rancho San Jose and the Rancho San Pedro Santa Margarita y Las Gallmas, said point also being designated "S.J.I", as the same is shown upon that certain plat entitled "Plat of Rancho San Jose, July 1858", filed for record in Book A of Patents on Page 1, Marin County Records; said point bring the northwest comer of Survey No, 5 in Township 2 North, Range 6 West, Mount Diablo Meridian;

thence along the boundary of said Rancho San Jose and the westerly line of said 8 O.S. 57, North 31°38'57" West, 141.51 feet to the TRUE POINT OF BEGINNING;

thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, North 58°21'03" East, 56.66 feet; thence North 32°44'43" West, 112.90 feet; thence South 56°52'57" West, 27.67 feet; thence North 36°18'57" West, 329.96 feet to a point on said aforementioned Rancho San Jose boundary and said westerly line of 8 O.S. 57;

thence along said Rancho boundary and said westerly line of 8 O.S. 57, North 31°38'57' West, 257.55 feet;

thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, North 12°57'17" West, 443.49 feet to a point on said Rancho boundary and said westerly line of 8 O.S. 57 and which is a found, 3-inch brass capped monument, accepted as that monument shown on said 8 O.S. 57 and on that survey filed February 26, 1973 in Book 11 of Surveys at Page 70, Marin County Records and being the northeast corner thereof;

thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, along the North line of said 11 O.S. 70, North 74°45'51" West, 2061.07 feet; thence leaving said North line of ll O.S.70, South 28°17'33" West, 307.47 feet; thence South 31°34'45" East, 176.63 feet; thence South 11°14'44" West, 299.74 feet; thence South 25°35'52" West, 22.40 feet; thence South 35°06'40" West 174.62 feet; thence North 21°35'02" West, 60.08 feet to the beginning of a 100.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of 45°39'21", an arc distance of 79.68 feet; thence North 24°04'19" East, 95.85 feet to the beginning of a

200.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 68°23'02", an arc distance of 238.70 feet; thence North 44°18'43" West, 377.64 feet to the beginning of a 275.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 56°50'36", an arc distance of 272.83 feet to the point of reverse curvature of a 375.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of 56°44'18", an arc distance of 371.35 feet, to the point of compound curvature of a 175.00 foot radius, tangent curve to the right; thence along said compound curve, through a central angle of 25°31'51", an arc distance of 77.98 feet to a point bearing South 6°18'59" East, 215.67 feet from the most northerly corner of that certain parcel of land granted to the City of Novato by deed recorded September 11,1968 in Book 2239 of Official Records at Page 176, Marin County Records;

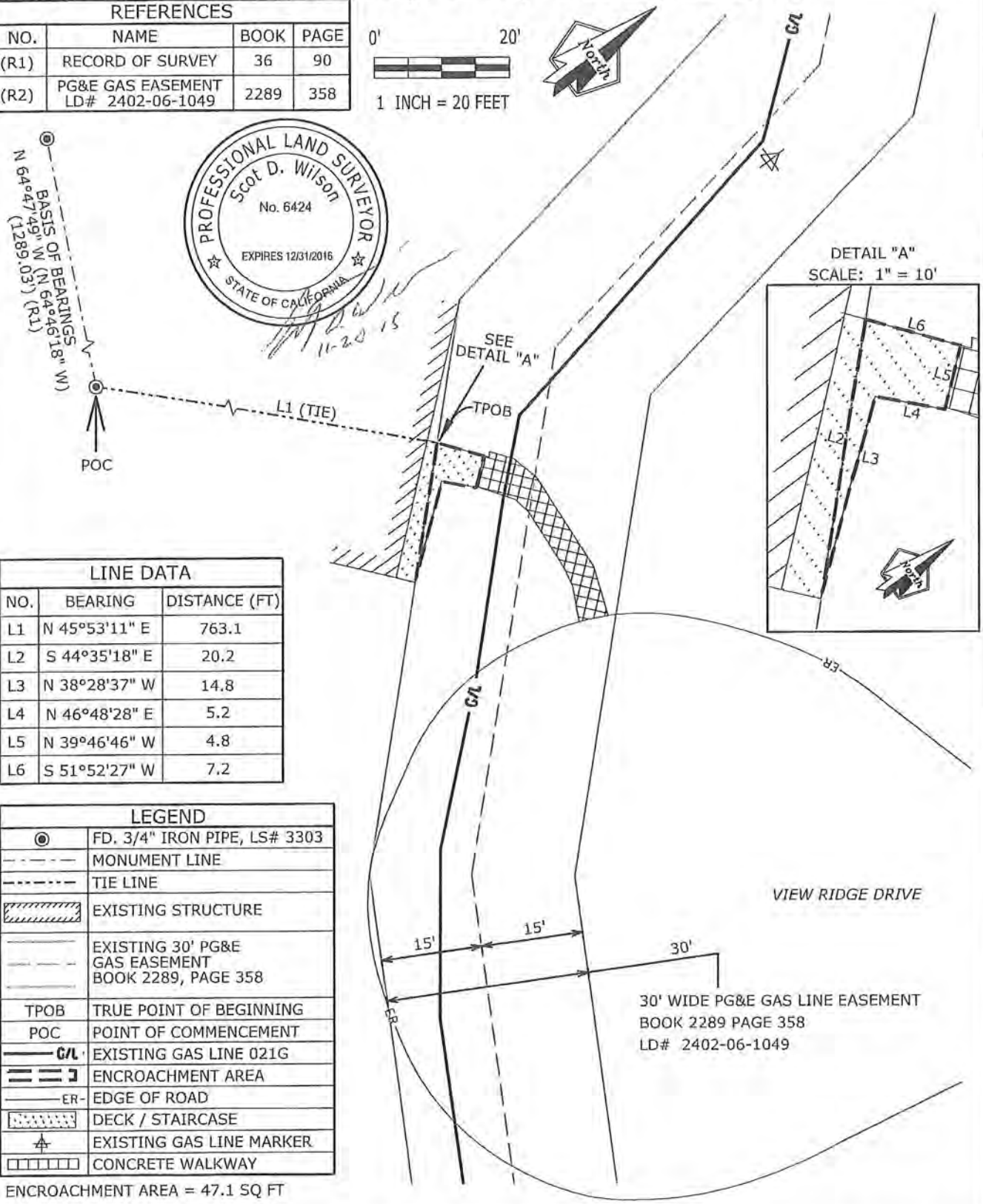
thence South 71°06'50" West, 100.00 feet to the beginning of a 275.00 foot radius, non-tangent curve; the radius point of which bears North 71°06'50" East; thence southeasterly along said curve, through a central angle of 25°31'51", an arc distance of 122.54 feet to the point of compound curvature of a 475.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 56°44'18", an arc distance of 470.38 feet to the point of reverse curvature of a 175.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of 56°50'36", an arc distance of 173.62 feet; thence South 44°18'43" East, 377.64 feet to the beginning of a 100.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of 68°23'02" an arc distance of 119.35 feet; thence South 24°04'19" West, 95.85 feet to the beginning of a 200.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 45°39'21", an arc distance of 159.37 feet; thence South 21°35'02" East, 196.43 feet, to the beginning of a 140.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 82°00'37", an arc distance of 200.39 feet; thence South 61°58'24" East; 168.41 feet; thence North 46°47'31" East, 307.04 feet; thence North 22°43'48" East, 306.30 feet; thence North 88°49'28" East, 208.66 feet; thence North 73°09'47" East, 534.21 feet; thence South 30°31'33" East, 50.00 feet; thence South 59°28'27" West, 360.08 feet; thence South 49°17'13" West, 154.78 feet; thence South 40°34'04" East, 363.14 feet; thence North 45°42'44" East, 372.01 feet; thence North 76°56'09" East, 148.75 feet; thence South 63°52'01" East, 28.35 feet; thence South 26°07'59" West, 237.85 feet; thence South 74°20'31" West, 205.01 feet; thence South 8°31'26" West, 107.69 feet; thence South 53°07'25" West, 214.67 feet; thence South 68°43'49" West, 279.73 feet; thence South 41°06'02" West, 223.36 feet; thence South 35°40'28" East, 139.99 feet; thence South 76°17'06" East, 318.47 feet; thence North 80°54'38" East, 85.65 feet; thence North 72°36'03" East, 330.41 feet; thence North 82°11'38" East, 370.72 feet; thence South 74°25'36" East, 456.94 feet; thence North 58°21'03 East, 439.01 feet to the TRUE POINT OF BEGINNING.

RANCHO SAN JOSE, (T02N, R06W, SEC. 04, SE 1/4)

REFERENCES			
NO.	NAME	BOOK	PAGE
(R1)	RECORD OF SURVEY	36	90
(R2)	PG&E GAS EASEMENT LD# 2402-06-1049	2289	358

0' 20'

1 INCH = 20 FEET



LINE DATA		
NO.	BEARING	DISTANCE (FT)
L1	N 45°53'11" E	763.1
L2	S 44°35'18" E	20.2
L3	N 38°28'37" W	14.8
L4	N 46°48'28" E	5.2
L5	N 39°46'46" W	4.8
L6	S 51°52'27" W	7.2

LEGEND	
◉	FD. 3/4" IRON PIPE, LS# 3303
— · — · —	MONUMENT LINE
— — · —	TIE LINE
	EXISTING STRUCTURE
	EXISTING 30' PG&E GAS EASEMENT BOOK 2289, PAGE 358
TPOB	TRUE POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
C/L	EXISTING GAS LINE 021G
	ENCROACHMENT AREA
ER	EDGE OF ROAD
	DECK / STAIRCASE
	EXISTING GAS LINE MARKER
	CONCRETE WALKWAY

ENCROACHMENT AREA = 47.1 SQ FT

AUTHORIZATION 8152398	
BY	R7C8
DR	CXVE
CH	SDWD
O.K.	SDWD
DATE	09/09/15

EXHIBIT "B1"

22 VIEW RIDGE DRIVE
NOVATO, CA 94949

PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California

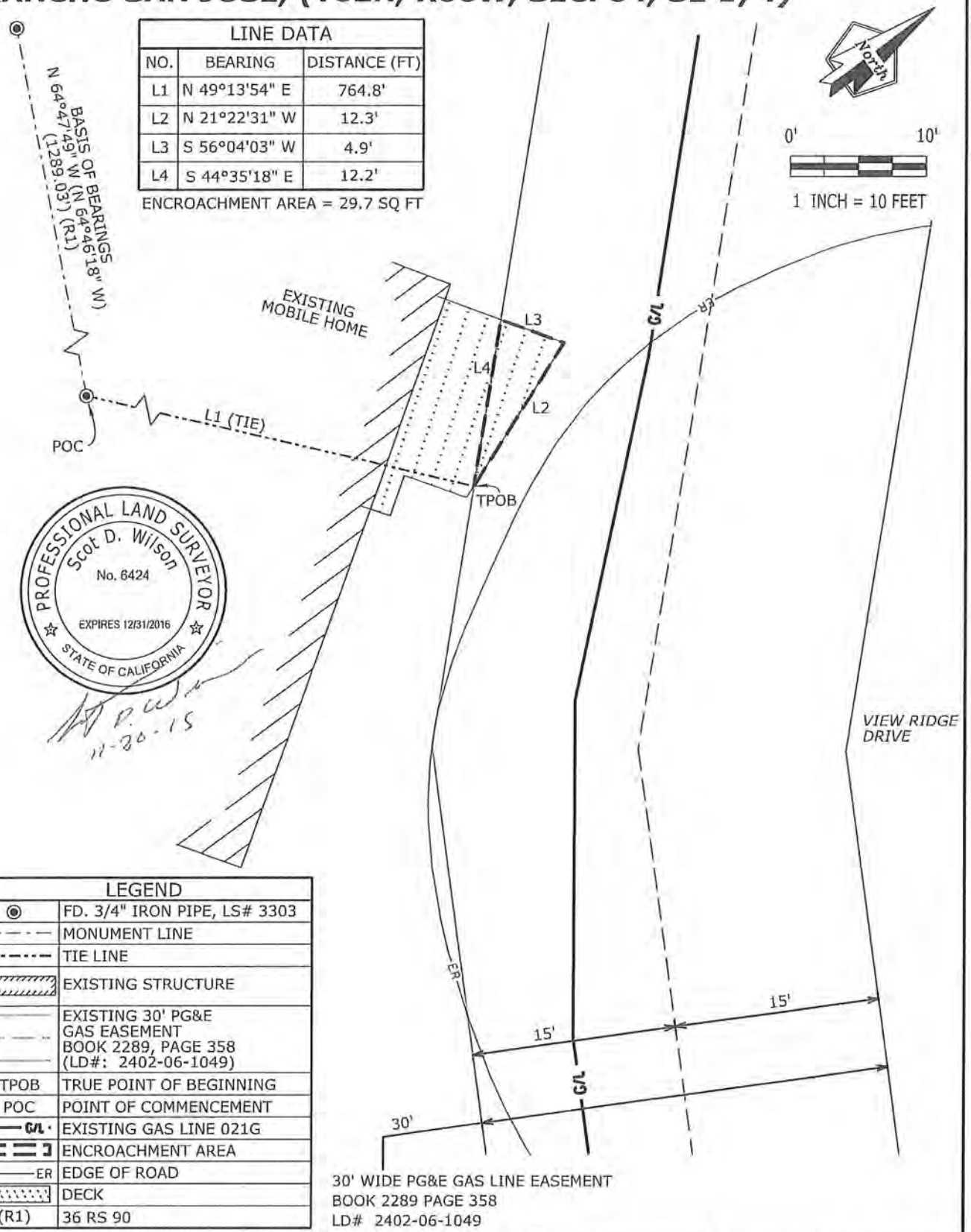
PG&E LAND ENGINEERING

PROJECT#:	RW_VC_1468_14
AREA	NORTH COAST
COUNTY	MARIN
SCALE	1" = 20'
SHEET NO.	1 OF 1
DRAWING NUMBER	ENA-0033
CHANGE	1

RANCHO SAN JOSE, (T02N, R06W, SEC. 04, SE 1/4)

LINE DATA		
NO.	BEARING	DISTANCE (FT)
L1	N 49°13'54" E	764.8'
L2	N 21°22'31" W	12.3'
L3	S 56°04'03" W	4.9'
L4	S 44°35'18" E	12.2'

ENCROACHMENT AREA = 29.7 SQ FT



PROFESSIONAL LAND SURVEYOR
Scot D. Wilson
No. 6424
EXPIRES 12/31/2016
STATE OF CALIFORNIA

11-30-15

LEGEND	
◉	FD. 3/4" IRON PIPE, LS# 3303
— · — · —	MONUMENT LINE
— · · — · · —	TIE LINE
	EXISTING STRUCTURE
	EXISTING 30' PG&E GAS EASEMENT BOOK 2289, PAGE 358 (LD#: 2402-06-1049)
TPOB	TRUE POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
G/L	EXISTING GAS LINE 021G
	ENCROACHMENT AREA
ER	EDGE OF ROAD
	DECK
(R1)	36 RS 90

AUTHORIZATION 8156190	
BY	R7C8
DR	CXVE
CH	SDWD
O.K.	SDWD
DATE	09/09/15

EXHIBIT "B2"

24 VIEW RIDGE DRIVE
NOVATO, CA 94949

PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California

PG&E LAND ENGINEERING

PROJECT#:	RW_C_0631_14
AREA	NORTH COAST
COUNTY	MARIN
SCALE	1" = 10'
SHEET NO.	1 OF 1
DRAWING NUMBER	ENA-0032
CHANGE	1

ORIGINAL

CITY COUNCIL OF THE CITY OF NOVATO

RESOLUTION NO. 2018-055

RESOLUTION APPROVING AN ENCROACHMENT AGREEMENT WITH PG&E AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME

WHEREAS, in 2015, Pacific Gas and Electric Company (PG&E), contacted the City as owner of Marin Valley Mobile Country Club (MVMCC), with regard to what was then referred to as the PG&E Pipeline Pathways project. The Pipeline Pathways project was a PG&E initiative to clear structures and vegetation located above PG&E gas transmission lines in easements owned by PG&E. The goal of the project is to improve safety and ease of access to underground lines for maintenance and emergency repair.

WHEREAS, in 2015, PG&E identified several structures and landscaping at the at MVMCC which were found to be encroaching into the PG&E easement in the Park. Initial efforts of PG&E in the program were focused on properties located at 21 and 22 View Ridge Drive and along the trail pathway between Marin Valley Drive and Panorama Drive. Staff, the Park Manager and PG&E worked with the owners of the homes on these lots to reach an acceptable solution to relocate the improvements and landscaping and worked with PG&E to clear and re-landscape the trail pathway and install a fence to address encroachments into the easement area. All initial work was completed at PG&E's expense.

WHEREAS, there are two remaining encroachments into the PG&E easement in MVMCC. These additional encroachments are on 22 and 24 View Ridge Drive and involve minor portions of the decking at these locations. PG&E requested that as to these additional locations, the City enter into an encroachment agreement with PG&E to allow the encroachments to remain. PG&E has addressed these encroachments with the California Public Utilities Commission to gain approval of the encroachments.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Novato hereby approves an encroachment agreement with PG&E in the form attached hereto as Exhibit A.

* * * * * *

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the City Council of the City of Novato, Marin County, California, at a meeting thereof, held on the 28th day of August, 2018, by the following vote, to wit:

AYES: Councilmembers Athas, Eklund, Lucan, Drew, Fryday
NOES: Councilmembers
ABSTAIN: Councilmembers
ABSENT: Councilmembers

Terrie Gillen, City Clerk of the City of Novato

Approved as to form:

City Attorney of the City of Novato

Attachment 5

Irene E. Cummings;
219 Stanford Avenue, Santa Cruz, CA 95062

RECORDING REQUESTED BY
Christopher D. Cummings

Escrow No. Order No.

AND WHEN RECORDED MAIL TO

Name Irene E. Cummings
Address 219 Stanford Ave.
City, State, & Zip Santa Cruz, CA 95062

2002-0075890

Recorded
Official Records
County Of
SANTA CRUZ
RICHARD W. BEDAL
Recorder

08:40AM 22-Oct-2002

REC FEE 10.00
TAX .00

JRS
Page 1 of 2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERSPOUSAL TRANSFER GRANT DEED

(Excluded from reappraisal under California Constitution Article 13A Section 1 et seq.)

A.P.N.
009-234-14

The undersigned grantor(s) declare(s): Documentary transfer tax is $.
☐computed on full value of property conveyed, or
☐ computed on full value less value of liens and encumbrances remaining at time of sale.
☐ Unincorporated area: ☐ City of

This is an Interspousal Transfer and not a change in ownership under Section 63 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion from reappraisal:
☐ A transfer to a trustee for the heneficial use of a spouse, or the surviving spouse of a deceased transferor, or by a trustee of such a trust to the spouse of the trustor;
XXX A transfer to a spouse or former spouse in connection with a property settlement agreement or decree of dissolution of a marriage or legal separation;
☐ A creation, transfer, or termination, solely between spouses, of any co-owner's interest; or
☐ The distribution of a legal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the legal entity in connection with a property settlement agreement or a decree of dissolution of a marriage or legal separation.
☐ Other: _____
☐ Check when creating separate property interest in grantee spouse: It is the express intent of the grantor, being the spouse of the grantee, to convey all right, title and interest of the grantor, community or otherwise, in and to the herein described property to the grantee as his/her sole and separate property.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.
Christopher D. Cummings,

hereby GRANT(S) to **Irene E. Cummings, an unmarried woman** the real property in the City of **Santa Cruz**, County of **SANTA CRUZ**, State of California, described as

Dated: **October 18, 2002**

STATE OF CALIFORNIA
COUNTY OF **Santa Cruz** } SS.

On October 18, 2002 before me, _____, personally appeared Christopher D. Cummings

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

WITNESS my hand and official seal.

Signature _____

Christopher D. Cummings

A. RIETH
COMM. # 1296684
NOTARY PUBLIC-CALIFORNIA
SANTA CRUZ COUNTY
COMM. EXP. MARCH 10, 2005

(This area for official notarial seal)

SWS Vision Form SDD02CA Rev. 05/07/96

ESCROW NO. 375258 SO

EXHIBIT "A"

The land referred to herein is described as follows:

SITUATE IN THE CITY OF SANTA CRUZ, COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA AND DESCRIBED AS FOLLOWS:

LOT 10, IN BLOCK 1, AS THE SAME IS SHOWN UPON THAT CERTAIN MAP ENTITLED "BROADVIEW", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CRUZ COUNTY ON JUNE 12, 1906 IN MAP BOOK 13 AT PAGE 8, RECORDS OF SANTA CRUZ COUNTY.

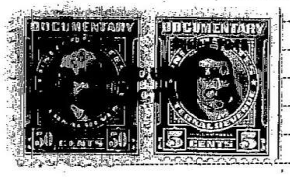
APN: 009-234-14

VOL 679 PAGE 416 City of Santa Cruz 2137-C 116 37380 2137-416 2311-02-0451

COPY SENT TO DIVISION

FOR AND IN CONSIDERATION of the sum of One Dollars ($ 1.00) to the undersigned in hand paid, the receipt whereof is hereby acknowledged, Dave H. Singleton and Gladys F. Singleton, his wife of the County of Santa Cruz, State of California, hereinafter called Grantor, do hereby grant to COAST COUNTIES GAS AND ELECTRIC COMPANY a corporation, hereinafter called Grantee, the right of way from time to time to lay, construct, reconstruct, replace, renew, repair, maintain, operate, change the size of, increase the number of, and remove pipe lines and appurtenances thereof, for the transportation of gas, over and through, under or along, that certain parcel of land situate in Santa Cruz County, State of California, and described as follows, to-wit:

Beginning at the Northeasterly corner of Lot 10, Block 1, as designated on the map entitled "Broadview", filed in Map Volume 13 at page 8 in the office of County Recorder of said Santa Cruz County, State of California, on June 12, 1906; thence, from said point of beginning North 70° 26' West 131 feet, more or less to the Northwesterly corner of said lot; thence South 19° 34' West 50 feet, more or less, to the Southwesterly corner of said lot, thence South 70° 26' East 5 feet to a station, thence North 19° 34' East 45 feet to a station; thence South 70° 26' East 126 feet, more or less, to a station on the Easterly boundary of said lot, thence North 19° 34' East 5 feet to the point of beginning.



Said pipe lines may, in so far as the interests of Grantor extend therein, be laid across adjacent roads, streets, and alleys.

Said pipe lines shall be laid so that the tops thereof are at least eighteen (18) inches beneath the surface of the ground.

Grantor reserves the right to use and enjoy said premises, provided that Grantor shall not construct or maintain the whole or any part of any structure on said strip of land or in any manner impair or interfere with the present or prospective exercise of any of the rights herein granted.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, these presents are hereby signed this 5th day of September, 1946

Executed in the presence of

Subscribing Witness.

Dave H. Singleton
Gladys F. Singleton

State of California
COUNTY OF Santa Cruz } ss.

On This 5th day of September, A. D., 1946 before me, C. R. BLODGETT, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared DAVE H. SINGLETON and GLADYS F. SINGLETON known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year in this Certificate first above written.

NOTARY PUBLIC

C. R. Blodgett
Notary Public in and for said County and State.

My Commission expires July 22, 1947.

Form 161R IM

RECORDED AT REQUEST OF Coast Counties Gas & Electric Co. AT 20 MIN. PAST 10 A.M. IN VOL. 679 OF OFFICIAL RECORDS PAGE 416 SANTA CRUZ COUNTY, CALIF. NO. 16497 FEE 1.00

BELLE LINDSAY, RECORDER

CONSENT

.....19....

For and in consideration of the sum of One Dollar ($1.00), to.....in hand paid, receipt whereof is hereby acknowledged.....
holding.....covering the premises described in the annexed grant of right of way, do..... hereby approve of, join in and consent to said grant of right of way.

Executed in the presence of

.....

.....
Subscribing Witness.

State of California
COUNTY OF..... } ss.

On This.....day of....., A. D., 19....., before me,.....
....., a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared.....
..... known to me to be the person..... whose name..... subscribed to the within instrument, and acknowledged to me that ....he.... executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year in this Certificate first above written.

.....
Notary Public in and for said County and State.

Executed in the presence of

.....

.....
Subscribing Witness.

FOLIO.....

RECORDED AT REQUEST OF
COAST COUNTIES
GAS & ELECTRIC CO.
SEP 18 1946
At 20 Min. past 10 A. M.
In Vol. 677 of Official Records
Page 411 Santa Cruz County
Fee 1.00 Paid
Initial ..... Paged.....
Recorder

JWM DEC 20 1948

DATED .....

C. E. A. 1153 CWO. 6179

COAST COUNTIES GAS AND ELECTRIC COMPANY

TO

Dave and Gladys Singleton

FROM

COAST COUNTIES
GAS & ELECTRIC CO.

RIGHT OF WAY

No. 16497
G 19-21 Sim

MICROFILMED FEBRUARY 1956

RECORDING REQUESTED BY AND RETURN TO:

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

Location: City/Uninc_____
Recording Fee $_____
Document Transfer Tax $ _____
[ ] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911).
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

_____
Signature of declarant or agent determining tax

(APN: 009-234-14)
LD# 2311-01-10031

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this "**Agreement**") is made and entered into this ___ day of _____, 2018 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and Irene E. Cummings, an unmarried woman, hereinafter called "**Owner**."

RECITALS

A. Owner is the fee title owner of certain real property within an the City of Santa Cruz, County of Santa Cruz, State of California, Assessor's Parcel Number 009-234-14 (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 pipeline(s) and for all other purposes connected therewith, as set forth in the Grant of Easement dated September 5, 1946 and recorded in Volume 679 at Page 416, Official Records Santa Cruz County. 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 construct or maintain the whole or any part of any structure on said strip of land…".

C. Owner has a single family residence on the Property. A portion of this structure and the roof overhang associated therewith (the **"Improvements"**) are within the Easement Area, the construction of which violates the prohibition against buildings or other structures contained in the Easement. The portion of the Easement Area upon which the improvements were constructed (the **"Encroachment Area"**) is shown on the map labeled **Exhibit "B"** attached hereto and made a part hereof.

D. PG&E has determined that the Improvements, constructed and incorporated herein by reference, do not interfere with the present full use of the Easement Areas by PG&E, and PG&E is therefore willing to agree to allow such encroachments on the Easement Areas 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 2.3 feet, in the manner and location as more specifically set forth in Exhibit "B" subject to the terms and conditions set forth herein. In addition, 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 the California Public Utilities Commission (the **"CPUC"**) approves this Agreement by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC), and the terms and conditions of such CPUC approval are satisfactory to PG&E in its sole and absolute discretion. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC (☐Disposition Letter ☐Advice Letter ☐Decision) _____, in like manner as though said provisions were set forth in full herein.

3. 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 are 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 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 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, promptly comply with all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, with the conditions of any permit, relating to Owner's use or occupancy of the Easement Area.

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 and the Easement Area in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Easement Area. Owner 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 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 Owners shall conduct its activities in such a manner so as not to endanger the Easement, the environment and human health and safety. Owner shall be responsible for remediation of any hazardous materials release caused by Owner, and to clean and remove debris and/or promptly repair any damages to the Easement Area following any entry or activity by Owners, 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
Pacific Gas and Electric Company
6111 Bollinger Canyon Road Mail Code BR1Y3A
San Ramon, CA 94583

With a copy to:

Pacific Gas and Electric Company
P.O. Box 7442, Mail Code B3OA
San Francisco, California 94120
Attention: Grant Guerra

If to Owners:

Irene Cummings
219 Stanford Avenue
Santa Cruz, CA 95062

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 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 (subject to the provisions of Section 15 below). 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 consent and agree 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. To the extent the terms of the Easement are inconsistent with this Agreement, the terms of this Agreement shall control.

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

"PG&E"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

Robert L. Jones
Manager, Land Rights

"Owner"

Irene E. Cummings, an unmarried woman.

Irene E. Cummings

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 Santa Cruz)

On August 1st 2018, before me, Samuel Silver Notary Public,
Insert name

personally appeared Irene Enjoo Cummings

, 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.

SAMUEL SUN SILVER
COMM. #2227740
Notary Public - California
Sacramento County
My Comm. Expires Jan. 6, 2022
NRO1

(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 _____

CALIFORNIA NOTARY ACKNOWLEDGMENT

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 San Joaquin

On September 13 before me, Erline E. Applegate, personally appeared Robert L. Jones, 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 she/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 Erline E. Applegate

ERLINE E. APPLEGATE
Notary Public - California
Sacramento County
Commission # 2215155
My Comm. Expires Sep 21, 2021

Notary Public Seal

EXHIBIT "A"
Legal Description

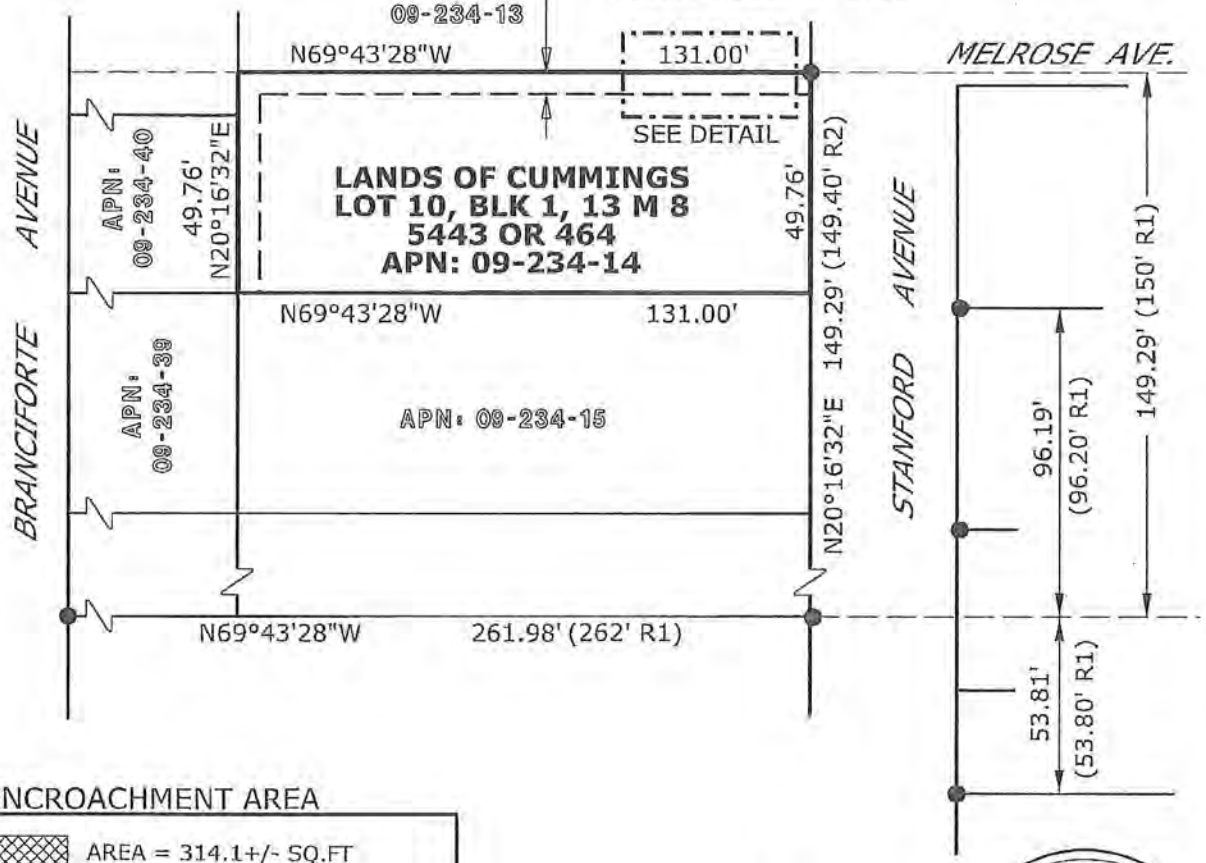
The parcel of land described in the Grant Deed from David K. Kuo and Florence F. Kuo, husband and wife to Christopher D. Cummings and Irene E. Cummings, husband and wife, dated January 20, 1994, and recorded as Volume 5443 Page 464, Instrument No. 8577, official records of Santa Cruz County, California and more particularly described as follows:

Lot 10, in Block 1, as the same is shown upon that certain map entitled "Broadview", field for record in the office of the county recorder of Santa Cruz County on June 12, 1906 in Map Book 13 at Page 8, records of Santa Cruz County

APN: 009-234-14

(TOWNSHIP 11 SOUTH, RANGE 01 WEST, SE 1/4, SW 1/4 SECTION 07, M.D.B.M.) RANCHO SANTA CRUZ

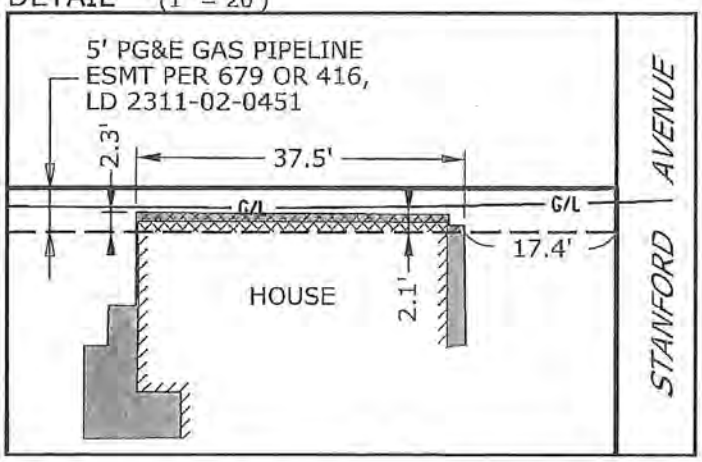
5' WIDE EASEMENT FOR GAS PIPELINE PURPOSES IN FAVOR OF COAST COUNTIES GAS & ELECTRIC CO. PER 679 OR 416 DATED SEPTEMBER 5, 1946. LD 2311-02-0451

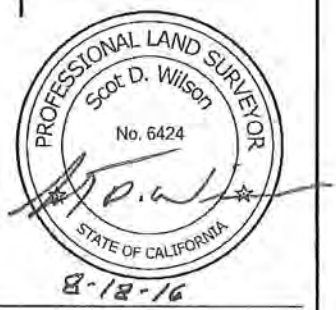


ENCROACHMENT AREA

AREA = 314.1+/- SQ.FT

DETAIL (1" = 20')





LEGEND

- SUBJECT PARCEL LINE
- PG&E EASEMENT LINE
- G/L — GAS LINE DFM 1816-01 (10")
- BUILDING FOOTPRINT
- BUILDING OVERHANG
- R1 - BOOK 13 MAPS PAGE 8
- R2 - BOOK 108 RS PAGE 40
- FOUND 1/2" OPEN IRON PIPE

AUTHORIZATION 8171606	
BY	PLF8
DR	CXOQ
CH	SDWD
O.K.	SDWD
DATE	08/17/2016

EXHIBIT 'B'

ENCROACHMENT AGREEMENT EXHIBIT
219 STANFORD AVENUE
SANTA CRUZ, CALIFORNIA
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California

PG&E LAND ENGINEERING

PROJ. NO.	RW_C_1667_16
AREA	SOUTH COAST
COUNTY	SANTA CRUZ
SCALE	1 INCH = 50 FEET
SHEET NO.	1 OF 1
DRAWING NUMBER	ENA-0090
CHANGE	0

Administrative Information

Area 3, Central Coast Division
Salinas Service Office
Operating Department: Gas Transmission
MDM, T.11S., R.01W., Sec. 07, SE4 of SW4
FERC License Number(s): N/A
PG&E Drawing Number(s): 3675-C4
PLAT NO.: 3675-C04
LD of any affected documents: 2311-02-0451
LD of any Cross-referenced documents: N/A
TYPE OF INTEREST: 05, 11e, 52
SBE Parcel Number: N/A
Order #: 8171606
JCN: N/A
County: Santa Cruz
Utility Notice Numbers: N/A
Related to CPSI Project ID: RW_C_1667_15
851 Approval: Advice Letter _____ effective _____
Prepared By: M7HI
Checked By: JPW1

Note: This Encroachment Agreement is for a portion of a residential home and the roof overhang.

Attachment 6

Steven D. Stewart;
1006 North Branciforte Avenue, Santa Cruz, CA 95062

RECORDING REQUESTED BY

SANTA CRUZ TITLE COMPANY #308255

AND WHEN RECORDED MAIL TO

Steven D. Stewart
1005 N. Branciforte Avenue
Santa Cruz, CA 95062

MAIL TAX STATEMENTS TO

same as above

VOL. 5414 PAGE 731

95547

RE 4-1
MI
SF 2
SM 10
LN
CO
OP

NP

RECORDED AT THE REQUEST OF
SANTA CRUZ TITLE CO.
DEC 22 1993
8 AM
RICHARD W. BEDAL, Recorder
SANTA CRUZ COUNTY Official Records

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)
Documentary transfer tax is $ 264.00
(X) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: ( ) City of _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

DANE CERVINE AND LINDA KITTLE, HUSBAND AND WIFE

hereby GRANT(S) to

STEVEN D. STEWART, AN UNMARRIED MAN

the following described real property in the City of Santa Cruz
County of Santa Cruz, State of California

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

APN: 003-234-40

Dated: December 16, 1993

Dane Cervine

Dane Cervine

Linda Kittle

STATE OF CALIFORNIA
COUNTY OF Santa Cruz } ss

On December 17, 1993
before me, the undersigned, a Notary Public, personally appeared
Dane Cervine and Linda Kittle

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

OFFICIAL SEAL
MARY WILLIS
NOTARY PUBLIC CALIFORNIA
SANTA CRUZ COUNTY
My Comm. Expires Sept 8, 1995

WITNESS my hand and official seal.

Signature Mary Willis

This form furnished by SANTA CRUZ TITLE COMPANY

Title Order No. _____ Escrow or Loan No. _____

FORM 242 REV 10/90

ESCROW NO. 308255 MW

EXHIBIT "A"

The land referred to herein is described as follows:

SITUATE IN THE CITY OF SANTA CRUZ, COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA AND DESCRIBED AS FOLLOWS:

BEING PART OF LOT 9, IN BLOCK 1, AS THE SAME ARE NUMBERED AND DESIGNATED ON THE MAP ENTITLED "BROADVIEW", FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE SAID COUNTY OF SANTA CRUZ, JUNE 12, 1906 AND WHICH PART OF SAID LOT IS BOUNDED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING ON THE EASTERLY SIDE OF BRANCIFORTE AVENUE AT THE NORTHWEST CORNER OF LOT 7, IN SAID BLOCK 1, AS NUMBERED AND DESIGNATED ON SAID MAP, SAID POINT OF BEGINNING BEING NORTH 19° 34' EAST 687.70 FEET DISTANT FROM THE NORTHEASTERLY CORNER OF BRANCIFORTE AVENUE AND WATER STREET, AS DESIGNATED ON SAID MAP; THENCE ALONG THE EASTERLY SIDE OF BRANCIFORTE AVENUE, NORTH 19° 34' EAST 40 FEET; THENCE PARALLEL WITH THE NORTH BOUNDARY OF SAID LOT 7 AND 40 FEET DISTANT THEREFROM, SOUTH 70° 26' EAST 131 FEET TO THE WESTERLY BOUNDARY OF LOT 10 IN SAID BLOCK 1, AS NUMBERED AND DESIGNATED ON SAID MAP; THENCE ALONG THE WESTERLY BOUNDARY OF LOT 10 SOUTH 19° 34' WEST 40 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 7, NORTH 70° 26' WEST 131 FEET TO THE POINT OF BEGINNING.

APN: 9-234-40

City of Santa Cruz
2137-210

2137-210
2311-02-0367

COPY SENT TO DIVISION

FOR AND IN CONSIDERATION of the sum of one Dollars ($ 1.00) to the undersigned in hand paid, the receipt whereof is hereby acknowledged, Minnie A.Gleason, sole owner of the County of Santa Cruz, State of California, hereinafter called Grantor, do es hereby grant to COAST COUNTIES GAS AND ELECTRIC COMPANY a corporation, hereinafter called Grantee, the right of way from time to time to lay, construct, reconstruct, replace, renew, repair, maintain, operate, change the size of, increase the number of, and remove pipe lines and appurtenances thereof, for the transportation of gas, over and through, under or along, that certain parcel of land situate in Santa Cruz County, State of California, and described as follows, to-wit:

A 10 foot strip of land, the southerly boundary of which is described as follows:

Beginning at a point at the southwesterly corner of Lot 9, Block 1, as designated on the map entitled "Broadview", filed in Map Volume 13, page 8, in the office of County Recorder, of said Santa Cruz County, State of California, on June 12, 1906, thence, from said point of beginning extending along the southerly boundary of said lot S 57° 26' E 131 feet more or less to the southeasterly corner of said lot.

Said pipe lines may, in so far as the interests of Grantor extend therein, be laid across adjacent roads, streets, and alleys.

Said pipe lines shall be laid so that the tops thereof are at least eighteen (18) inches beneath the surface of the ground.

Grantor reserves the right to use and enjoy said premises, provided that Grantor shall not construct or maintain the whole or any part of any structure on said strip of land or in any manner impair or interfere with the present or prospective exercise of any of the rights herein granted.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, these presents are hereby signed this 23rd day of April, 1946

Minnie A. Gleason

Executed in the presence of

Chas. W. Halbert
Subscribing Witness.

State of California
COUNTY OF ss.

On This day of, A. D., 19, before me, , a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year in this Certificate first above written.

Notary Public in and for said County and State.

Form 161R 1M

CONSENT

_____ 19

For and in consideration of the sum of One Dollar ($1.00), to _____ in hand paid, receipt whereof is hereby acknowledged _____ holding _____ covering the premises described in the annexed grant of right of way, do _____ hereby approve of, join in and consent to said grant of right of way.

STATE OF CALIFORNIA,
County of Santa Cruz } ss.

On this 23 *day of* April *in the year one thousand nine hundred and* forty-six, *before me* O. C. Koch, *a Notary Public in and for the County of* Santa Cruz, *State of California, residing therein, duly commissioned and sworn, personally appeared* Edwin H. Halbach *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* he *deposed and said: that* he *resides in County of* Santa Cruz, *State of* California; *that* he *was present and saw* Minnie A. Gleason *(personally known to* him *to be the person described in, and who executed the said within instrument as party thereto), sign, seal, and deliver the same; that the said* Minnie A. Gleason *duly acknowledged in the presence of said affiant, that* she *executed the same and that* he, *the said affiant, thereupon, and at the request of said* Minnie A. Gleason, *subscribed* his *name as* a *witness thereto.*

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

Notary Public in and for the County of Santa Cruz, State of California.

My Commission Expires March 13, 1950

Cowdery's Form No. 46 (Acknowledgment—Witness).
(C. C. Secs. 1195-1197, C. C. P. Sec. 1935)

COMPARED 1140

G 1142 NO.

COAST COUNTIES GAS & ELECTRIC CO.

RIGHT OF WAY

FROM

Minnie A. Gleason

TO

COAST COUNTIES GAS AND ELECTRIC COMPANY

DATED _____

C. E. A. 1153 CWO. 6179

Rt of Way - Santa Cruz
10" Transmission

RECORDED AT REQUEST OF
COAST COUNTIES
GAS & ELECTRIC CO.

APR 24 1946

At 40 Min. past 10 M
In Vol. 627 of Official Records
Page 133 Santa Cruz County

Keller Kindsvatter
Deputy Recorder

Fee $1.00 Paid
Indexed X Page _____

FOLIO _____

Executed in the presence of

Subscribing Witness.

CONSENT

_____ 19

For and in consideration of the sum of One Dollar ($1.00), to _____ in hand paid, receipt whereof is hereby acknowledged _____ holding _____ covering the premises described in the annexed grant of right of way, do _____ hereby approve of, join in and consent to said grant of right of way.

MICROFILMED FEBRUARY 1958

RECORDING REQUESTED BY AND RETURN TO:

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

Location: City/Uninc_____

Recording Fee $_____

Document Transfer Tax $ _____

[ ] This Is A Conveyance Where the Consideration and Value is Less Than $100.00 (R&T 11911).

[ ] Computed on Full Value of Property Conveyed, or

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

_____
Signature of Declarant or Agent Determining Tax

(APN: 009-234-40)
LD# 2311-01-10032

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this "**Agreement**") is made and entered into this ___ day of _____, 2019 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and STEVEN D. STEWART, hereinafter called "**Owner**."

RECITALS

A. Owner is the fee title owner of certain real property within the City of Santa Cruz, County of Santa Cruz, State of California, Assessor's Parcel Number 009-234-40 (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 pipeline(s) and for all other purposes connected therewith, as set forth in the Grant of Easement dated April 23, 1946 and recorded in Volume 621 at Page 133, Official Records Santa Cruz County. 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 construct or maintain the whole or any part of any structure on said strip of land…".

C. Owner has a single-family residence on the Property. A portion of this structure and the roof overhang associated therewith (the **"Improvements"**), consisting of approximately 158 square feet, are within the Easement Area, the construction of which violates the prohibition against buildings or other structures contained in the Easement. The portion of the Easement Area upon which the Improvements were constructed (the **"Encroachment Area"**) is shown on the map labeled **Exhibit "B"** attached hereto and made a part hereof.

D. PG&E has determined that the Improvements, constructed and incorporated herein by reference, do not interfere with the present full use of the Easement Areas by PG&E, and PG&E is therefore willing to agree to allow such encroachments on the Easement Areas 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, and maintenance thereof, onto the Easement Area by approximately 3.86 feet, in the manner and location as more specifically set forth in Exhibit "B" subject to the terms and conditions set forth herein.

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

3. 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 future occupancy or use of the Improvements in the Encroachment 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

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 his past occupancy and use of the Improvements in the Encroachment Area, up to and including the date of this Agreement. In addition, 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 future occurrence on or about the Encroachment Area, the future use or occupancy of the Improvements in the Encroachment Area by Owner, or PG&E's future operation and maintenance of PG&E's facilities in the vicinity of the Encroachment Area, except in the case of any Indemnitee, any injury, damage, or loss arising from the sole negligence or willful misconduct of such Indemnitee.

4. Compliance with Laws. Owner shall, at his sole cost and expense, promptly comply with all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, with the conditions of any permit, relating to Owner's use or occupancy of the Encroachment 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. Nothing herein prevents Owner from maintaining or repairing the Improvements.

6. Damage or Destruction. In the event that the Improvements which encroach onto the Encroachment 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 Encroachment Area. Owner accepts the Encroachment 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 Encroachment Area. Owner agrees that entry onto the Encroachment 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, 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 pursuant to the terms of the Easement. 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
Pacific Gas and Electric Company
6111 Bollinger Canyon Road Mail Code BY1Y3A
San Ramon, CA 94583

With a copy to:

Pacific Gas and Electric Company
P.O. Box 7442, Mail Code B3OA
San Francisco, California 94120
Attention: Grant Guerra

If to Owner:

Steven D. Stewart
1006 North Branciforte Avenue
Santa Cruz, CA 95062

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 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.

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 or other successors in interest. 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. To the extent the terms of the Easement are inconsistent with this Agreement, the terms of this Agreement shall control.

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

"PG&E"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

Robert L. Jones
Manager, Land Rights

"Owner"

STEVEN D. STEWART

Steven D. Stewart

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 Santa Cruz

On 1/17/2019, before me, C. R. Chrysler Notary Public,
Insert name of the officer.

personally appeared Steven D. Stewart,

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.

C. R. CHRYSLER
COMM. # 2271585
NOTARY PUBLIC - CALIFORNIA
SANTA CRUZ COUNTY
COMM. EXPIRES DEC. 17, 2022

(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 _____

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 SAN JOAQUIN

On FEBRUARY 11, 2019, before me, STEPHEN M. HUGHES Notary Public,
Insert name of the officer.

personally appeared ROBERT L. JONES

_____,

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.

STEPHEN M. HUGHES
Notary Public - California
Solano County
Commission # 2150059
My Comm. Expires May 29, 2020

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

[X] Individual(s) signing for oneself/themselves

[ ] Corporate Officer(s) of the above-named corporation(s)

[ ] Trustee(s) of the above-named Trust(s)

[ ] Partner(s) of the above-named Partnership(s)

[ ] Attorney(s)-in-Fact of the above-named Principal(s)

[ ] Other _____

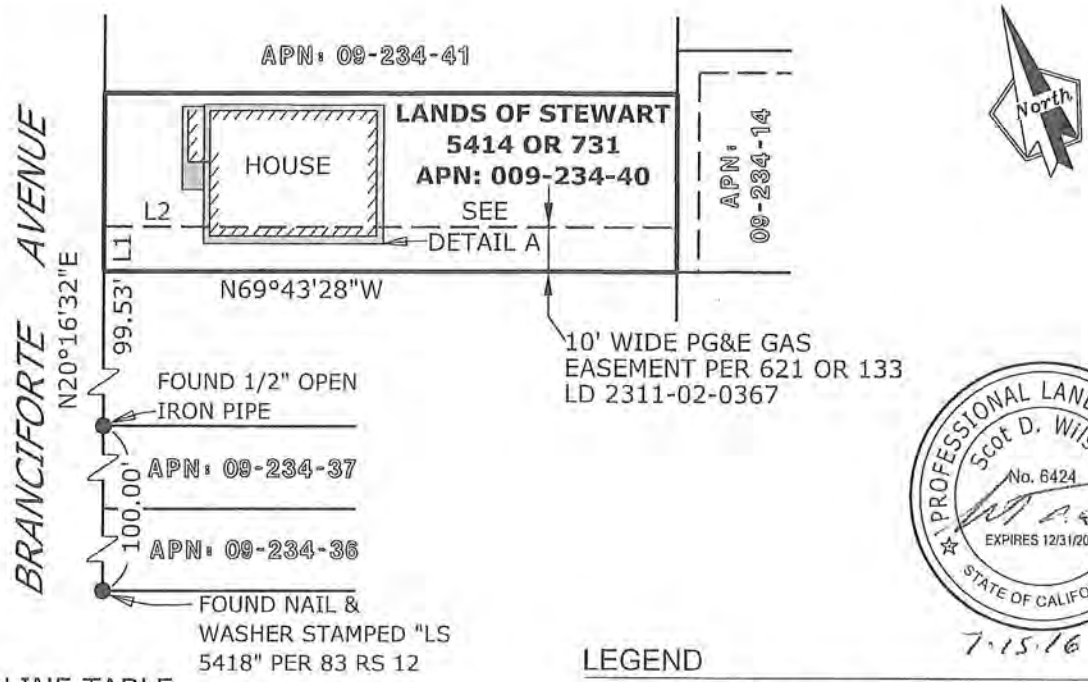
EXHIBIT "A"
LEGAL DESCRIPTION

THE PARCEL OF LAND DESCRIBED IN THE GRANT DEED FROM DANE CERVINE AND LINDA KITTLE, HUSBAND AND WIFE, TO STEVEN D. STEWART, AN UNMARRIED MAN, DATED DECEMBER 16, 1993 AND RECORDED IN VOLUME 5414 PAGE 731, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PART OF LOT 9, IN BLOCK 1, AS THE SAME ARE NUMBERED AND DESIGNATED ON THE MAP ENTITLED "BROADVIEW", FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE SAID COUNTY OF SANTA CRUZ, JUNE 12, 1906 AND WHICH PART OF SAID LOT IS BOUNDED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING ON THE EASTERLY SIDE OF BRANCIFORTE AVENUE AT THE NORTHWEST CORNER OF LOT 7, IN SAID BLOCK 1, AS NUMBERED AND DESIGNATED ON SAID MAP, SAID POINT OF BEGINNING BEING NOR TH 19° 3 4 ' EAST 687.70 FEET DISTANT FROM THE NORTHEASTERLY CORNER OF BRANCIFORTE AVENUE AND WATER STREET, AS DESIGNATED ON SAID MAP; THENCE ALONG THE EASTERLY SIDE OF BRANCIFORTE AVENUE, NORTH 19° 34 ' EAST 40 FEET; THENCE PARALLEL WITH THE NORTH BOUNDARY OF SAID LOT 7 AND 40 FEET DISTANT THEREFROM, SOUTH 70° 26' EAST 131 FEET TO THE WESTERLY BOUNDARY OF LOT 10 IN SAID BLOCK 1, AS NUMBERED AND DESIGNATED ON SAID MAP; THENCE ALONG THE WESTERLY BOUNDARY OF LOT 10 SOUTH 19° 34' WEST 40 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 7, NORTH 70°26' WEST 131FEET TO THE POINT OF BEGINNING.

APN: 009-234-40



PROFESSIONAL LAND SURVEYOR
Scot D. Wilson
No. 6424
EXPIRES 12/31/2016
STATE OF CALIFORNIA

7-15-16

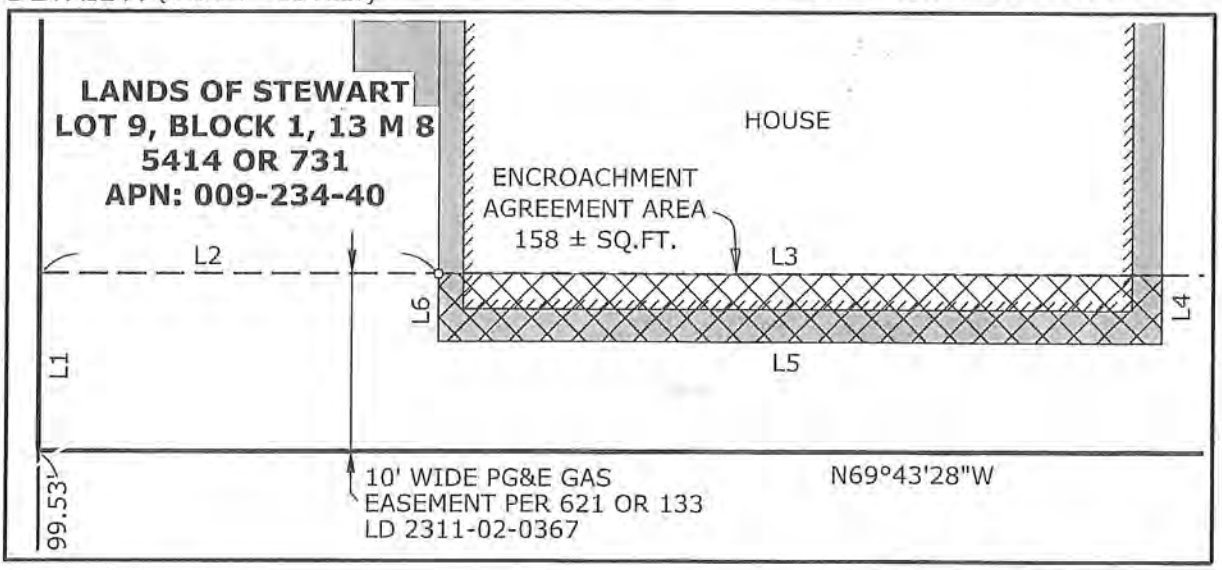
LINE TABLE

LINE	BEARING	DISTANCE
L1	N20°16'32"E	10.00'
L2	S69°43'28"E	22.72'
L3	S69°43'28"E	41.22'
L4	S20°22'00"W	3.86'
L5	N69°38'00"W	41.22'
L6	N20°22'00"E	3.79'

LEGEND

- SUBJECT PARCEL LINE
- PG&E EASEMENT LINE
- GAS LINE DFM 1816-01 (10")
- BUILDING FOOTPRINT
- BUILDING OVERHANG
- ENCROACHMENT AREA
- POINT OF BEGINNING
- FOUND MONUMENT AS NOTED

DETAIL A (1 INCH = 10 FEET)



AUTHORIZATION 8174206	
BY	PLF8
DR	S5BL
CH	SDWD
O.K.	SDWD
DATE	07/15/2016

Exhibit "B"
1006 N BRANCIFORTE AVENUE
SANTA CRUZ, CALIFORNIA
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California

PG&E LAND ENGINEERING

PROJ. NO.	RW_C_4986_16
AREA	SOUTH COAST
COUNTY	SANTA CRUZ
SCALE	1 INCH = 40 FEET
SHEET NO.	1 OF 1
DRAWING NUMBER	ENA-0080
CHANGE	0

Administrative Information

Area 3, Central Coast Division
Salinas Land Service Office
Operating Department: Gas Transmission
MDM, T.11S., R.01W., Sec. 07, SE/4 of SW/4
FERC License Number(s): N/A
PG&E Drawing Number(s): 3675-C4
PLAT NO.: 3675-C04
LD of any affected documents: 2311-02-0367
LD of any Cross-referenced documents: N/A
TYPE OF INTEREST: 05, 11e, 52
SBE Parcel Number: N/A
Order #: 8174206
JCN: N/A
County: Santa Cruz
Utility Notice Numbers: N/A
Related to CPSI Project ID: RW_C_4986_16
851 Approval: Advice Letter _____ effective _____
Prepared By: M7HI
Checked By: JPW1

Note: This Encroachment Agreement is for a portion of a residence and associated roof overhang.

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

AT&T
Albion Power Company
Alcantar & Kahl LLP

Alta Power Group, LLC
Anderson & Poole

Atlas ReFuel
BART

Barkovich & Yap, Inc.
P.C. CalCom Solar
California Cotton Ginners & Growers Assn
California Energy Commission
California Public Utilities Commission
California State Association of Counties
Calpine

Cameron-Daniel, P.C.
Casner, Steve
Cenergy Power
Center for Biological Diversity
City of Palo Alto

City of San Jose
Clean Power Research
Coast Economic Consulting
Commercial Energy
County of Tehama - Department of Public Works
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
East Bay Community Energy
Ellison Schneider & Harris LLP
Energy Management Service
Evaluation + Strategy for Social Innovation
GenOn Energy, Inc.
Goodin, MacBride, Squeri, Schlotz & Ritchie
Green Charge Networks
Green Power Institute
Hanna & Morton
ICF
International Power Technology
Intestate Gas Services, Inc.
Kelly Group
Ken Bohn Consulting
Keyes & Fox LLP
Leviton Manufacturing Co., Inc.
Linde
Los Angeles County Integrated Waste Management Task Force
Los Angeles Dept of Water & Power
MRW & Associates
Manatt Phelps Phillips
Marin Energy Authority
McKenzie & Associates

Modesto Irrigation District
Morgan Stanley
NLine Energy, Inc.
NRG Solar

Office of Ratepayer Advocates
OnGrid Solar
Pacific Gas and Electric Company

Pioneer Community Energy
Praxair
Regulatory & Cogeneration Service, Inc.
SCD Energy Solutions

SCE
SDG&E and SoCalGas

SPURR
San Francisco Water Power and Sewer
Seattle City Light
Sempra Utilities
Southern California Edison Company
Southern California Gas Company
Spark Energy
Sun Light & Power
Sunshine Design
Tecogen, Inc.
TerraVerde Renewable Partners
Tiger Natural Gas, Inc.

TransCanada
Troutman Sanders LLP
Utility Cost Management
Utility Power Solutions
Utility Specialists

Verizon
Water and Energy Consulting
Wellhead Electric Company
Western Manufactured Housing Communities Association (WMA)
Yep Energy