

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE



December 16, 2019

Advice Letter 4179-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: 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 4179-G is effective as of December 13, 2019.

Sincerely,

A handwritten signature in cursive script that reads "Edward Randolph".

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



November 13, 2019

Advice 4179-G

(Pacific Gas and Electric Company ID U 39 G)

Public Utilities Commission of the State of California

Subject: 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 enter into an Encroachment Agreement (Agreement) with Constance Ann Sabella (Owner). In the Agreement, PG&E consents to physical encroachments on PG&E's right-of-way.

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

Background

PG&E's Community Pipeline Safety Initiative (CPSI) involves inspecting the real property area above PG&E's gas pipeline for items like structures and vegetation which can interfere with PG&E's ability to maintain, inspect and safely operate its system.

The Owner is the fee title owner of a single-family residence located at 4030 Hessel Road, Sebastopol, California (the "Property"), The Grant Deed for the Property is included herein as Attachment 2., PG&E holds an easement (Easement) for its gas pipeline right-of-way on the Property, included herein as Attachment 1. The Easement is located near the westerly boundary of the Property (the "Easement Area") and is described in Attachment 1 on page 1 and shown on Attachment 3 in Exhibit "B" on page 7. During PG&E's CPSI inspection, PG&E identified a structure (Improvements) encroaching in PG&E's easement without PG&E's prior knowledge. The Improvements are a portion of a carport and other associated structures, and do not sit near or on top of the existing PG&E pipeline.

The Easement prohibits the construction of structures in the Easement Area. In light of these encroachments, PG&E initiated communication with Owner to obtain an encroachment agreement, which Owner signed. The Agreement is included herein as Attachment 3. The Agreement prohibits the owner from altering the Improvements, rebuilding in the event the Improvements are demolished or destroyed, and the Owner agrees to maintain the Improvements which encroach into the Easement.

PG&E has conducted inspections of the property, identified the encroachments, and determined that the Improvements as constructed do not interfere with PG&E's operations in the Easement area. PG&E can access its pipeline for any maintenance or safety-related work if necessary. PG&E has determined that the Improvements do not interfere with the safe and reliable provision of utility service to customers.

The Agreement reserves PG&E's right to enforce the restriction in its Easement from any additional encroachments constructed in the Easement area.

For the above reasons, the California Public Utilities Commission (CPUC or Commission) should approve this Section 851 request to grant the Owner as listed in Attachment 2, the ability to continue use of property in the specified Encroachment Areas and find that doing so is not adverse to the public interest because, in all cases, it will not impair PG&E's provision of safe and reliable utility service.

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
Molly Zimney
Law Department
P.O. Box 7442
San Francisco, CA 94120
Telephone: (415) 973-6840
Facsimile: (415) 973-5520
Email: MEZ3@pge.com

Constance Ann Sabella
4030 Hessel Road,
Sebastopol, CA 95472

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

The Owner is the fee title owner of Property in the City of Sebastopol, County of Sonoma, State of California. The Property is located at 4030 Hessel Road, Sebastopol, California and is designated as Assessor's Parcel Number (APN) 062-042-021, more specifically described in Attachment 3.

PG&E is the owner of an Easement for underground gas transmission or distribution pipelines, consisting of a strip of land of the width of 6 feet on the

Property. A more specific description of the easement can be found in Attachment 1.

(c) Intended Use of the Property:

The easement expressly prohibits construction of any buildings or structures within the Easement area. The Improvements were previously constructed without PG&E's knowledge or consent and are currently being used and maintained by the Owner. Notwithstanding the prohibition of the construction of buildings or structures in the Easement, PG&E consents to the encroachment of the Improvements onto the Easement in the manner and location and by the terms described in Attachments 3.

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

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

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

Not Applicable

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

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

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

Not Applicable

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

Not Applicable

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

The Improvements within the Easement Area do not rise to the level of a right that has any realizable economic value to PG&E.

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

Not Applicable

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

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

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

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

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

(m) Environmental Information

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

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

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

Protests

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or E-mail, no later than December 3, 2019, which is 20 days after the date of this submittal. Protests must be submitted to:

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

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

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

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

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

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

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

Pursuant to the review process outlined in General Order 173, PG&E requests that this Tier 2 advice letter become effective on December 13, 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	PG&E's Easement
Attachment 2	Owner's Grant Deed
Attachment 3	Encroachment Agreement

***** **SERVICE LIST Advice 4179-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
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-3221
bca@cpuc.ca.gov

Sonoma County Clerk
585 Fiscal Dr #103F
Santa Rosa, CA 95403
(707) 656-3800

Constance Ann Sabella
4030 Hessel Road,
Sebastopol, CA 95472



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) #: 4179-G

Tier Designation: 2

Subject of AL: 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: 12/13/19

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 proposed¹: N/A

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

¹Discuss in AL if more space is needed.

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

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

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

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

Attachment 1

PG&E Easement

*Record at
Santa Rosa*

2406-08-0072

THIS INDENTURE made by and between..... JAMES R. ROSIE.....
and JAMES FRISKEN

hereinafter called "Grantor," and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "Grantee,"

WITNESSETH that in consideration of adequate value paid therefor by Grantee, receipt whereof is hereby acknowledged, Grantor does hereby grant to Grantee, its successors and assigns, the right to excavate for, install, replace (of the initial or any other size), maintain and use for conveying gas a pipe line with necessary appliances along the hereinafter designated route across those

Sonoma

certain premises situated in the County of..... State of California, which are described as follows, to-wit:

Lot 1, as shown upon that certain map entitled, "McFarlane's Subdivision of Lot 2, Stony Point Ranch, Sonoma Co., Cal.," recorded in Book 46 of Maps, at page 29, records of said Sonoma County.

The said route of said pipe line shall be as follows, namely:

Over, under, along and within that certain strip of land of the uniform width of 6.0 feet lying 1.0 foot northeasterly of and 5.0 feet southwesterly of that certain line which begins at a point in the northerly boundary line of said land, (marked by a fence now upon the ground), from which an iron pipe, marking the northwest corner of said land, bears west, 12.3 feet distant, and runs thence south 29° 57½' east, 1.0 foot; thence south 29° 14½' east, 557.9 feet; thence south 31° 01' east, 257.3 feet; thence south 30° 02' east, 1.0 foot, more or less, to a point in the southerly boundary line of said land.

In the exercise and enjoyment of the rights hereby granted Grantee shall avoid unreasonable interference with such use by Grantor of said premises as shall not be inconsistent with Grantee's full enjoyment of the rights hereby granted, provided, however, that Grantor shall not erect or construct, or permit to be erected or constructed any building or other structure, or drill or operate any water, or oil, well within said strip of land.

The aforesaid right so hereby granted includes the privilege in Grantee, through its agents and employees, of using such portion of said premises along and on said route as may be reasonably necessary in connection with the installation and maintenance of said pipe line and also the right of ingress to and egress from said pipe line across said premises by means of existing roads and lanes thereon, if such there be, and if not by such route or routes as shall be most convenient to Grantee and at the same time occasion the least damage to said premises.

Any trench made by Grantee on said premises shall promptly be back-filled by it so as to leave the surface of the ground thereover as nearly normal as practicable.

Grantee agrees to pay any damages which may be caused by its exercise of the rights hereby granted.

This grant shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF Grantor has executed these presents this..... 17th..... day of

April 1933.

Executed in the Presence of:

Witness

Witness.

James R. Rosie
James Frisken

COPY AS I
OF
4/6/33

A37262

GRANT OF RIGHT OF WAY
FOR
PIPE LINE

JAMES R. ROSIE ET AL

Frisken

TO
PACIFIC GAS AND ELECTRIC COMPANY

Dated APR 26 1933 193

Rosie
Frisken

RAILWAY EXPRESS AGENCY,

APR 26 1933

2 P 10 389 of

374

RECEIPT

M. Hunt

120

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

On this 19th-- day of April - - - - - A. D. one thousand nine hundred and thirty-three before me, KATHERINE HALLAHAN, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared I. W. PARKS - - - - - known to me to be the same person whose name is subscribed to the within instrument, as a witness thereto, who, being by me duly sworn, deposed and said, that he resides in the - - - County of Santa Clara - - - - - State of California; that he was present and saw

JAMES R. ROSIE and JAMES FRISKEN

(personally known to him to be the person described in and who executed the said instrument as a parties thereto), sign and execute the same, and that the said James R. Rosie and the said James Frisken - - - - -

duly acknowledged in the presence of said affiant that they - - - - - executed the same, and that he, the said affiant, thereupon, and at their - - - - - request, 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 City and County of San Francisco, State of California, the day and year in this Certificate first above written.

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

My Commission expires January 28, 1934.

RECORDING REQUESTED BY AND RETURN TO:

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

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

- [X] This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
[] Computed on Full Value of Property Conveyed, or
[] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

LD 2406-08-1335

2018042174

Official Records Of Sonoma County
William F. Rousseau

06/12/2018 11:13 AM
Fee: \$ 107.00 7 Pages



CONFORMED COPY
Not Compared with Original

(SPACE ABOVE FOR RECORDER'S USE ONLY)

AGREEMENT

2017236 (---) 07 17 01
Sebastopol DFM 1302-02
Community Pipeline Safety Initiative

EASEMENT MODIFICATION AGREEMENT

CONSTANCE ANN SABELLA, TRUSTEE OF THE CONSTANCE ANN SABELLA 2014 TRUST

hereinafter called first party, makes this agreement with PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, affecting the lands of first party, situate in the City of Sebastopol, County of Sonoma, State of California, and described as follows:

(APN 062-042-021)

The land described and designated PARCEL ONE and PARCEL TWO in the deed from Constance Sabella to Constance Ann Sabella, Trustee of the Constance Ann Sabella 2014 Trust, dated August 22, 2014 and recorded September 23, 2014 as Document Number 2014067166, Sonoma County Records.

Second party is the owner of the following right of way and easement across first party's said lands:

The easement described in the deed from James R. Rosie and James Frisken to Pacific Gas and Electric Company, a California corporation dated April 17, 1933 and recorded in Book 339 of Official Records at page 374, Sonoma County Records.

COPY

Second party desires, and first party is willing, to modify the right of way and easement set forth in said deed dated April 17, 1933 as follows:

(a) A strip of land of the uniform width of 16 feet lying contiguous to and southwesterly of the northeasterly boundary line of the strip of land described in said deed dated April 17, 1933 and extending from the southerly boundary line and its westerly prolongation thereof of said PARCEL TWO northwesterly 419 feet to the northerly boundary line and its westerly prolongation thereof of said PARCEL ONE; Excepting therefrom all that portion thereof lying within the boundary lines of the parcel of land described and designated PARCEL TWO in the deed from Sanda D. Zumwalt to Davis L. Thompson dated July 23, 2010 and recorded July 23, 2010 as Document Number 2010060921, Sonoma County Records.

The aforesaid described easement area as shown on Exhibit "A" attached hereto and made a part hereof.

(b) Grantor reserves the right to use the easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided, however, Grantor shall not plant any trees, shrubs, brush, vines and other vegetation within the easement area. Grantor may plant and maintain ground covers, grasses, flowers, and low-growing plants that grow unsupported to a maximum of four feet (4') in height at maturity within the easement area.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration paid to first party by second party, the receipt of which is hereby acknowledged, the parties hereto agree that the right of way and easement set forth in said deed dated April 17, 1933 shall be modified in the manner and to the extent hereinbefore stated and first party does hereby grant to second party the rights necessary to effect such modification.

Except as expressly set forth herein, this agreement shall not in any way alter, modify, or terminate any provision of said deed dated April 17, 1933.

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

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

IN WITNESS WHEREOF the parties hereto have executed this agreement this 31 day of May, 2018.

First Party:

CONSTANCE ANN SABELLA, TRUSTEE
OF THE CONSTANCE ANN SABELLA
2014 TRUST

Constance Ann Sabella
Constance Ann Sabella, Trustee

Second Party:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By Margaret E. Bostley
Name Margaret E. Bostley
Title PG&E, Supervisor, Land Management

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.

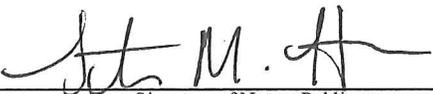
State of California
County of CONTRA COSTA)

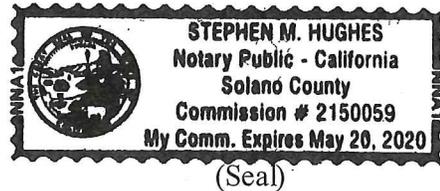
On MAY 31, 2018, before me, STEPHEN M. HUGHES, NOTARY PUBLIC
Here insert name and title of the officer
personally appeared MARGARET E. BOSTLEY

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

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

WITNESS my hand and official seal.


Signature of Notary Public



(Seal)

CAPACITY CLAIMED BY SIGNER

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

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 Sonoma)

On 5-18-2018, before me, Robert Triebel Jr, Notary Public
Here insert name and title of the officer

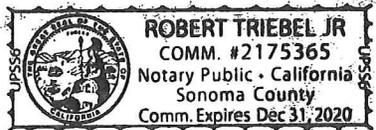
personally appeared Constance Ann Sabella

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.

[Handwritten Signature]
Signature of Notary Public



(Seal)

CAPACITY CLAIMED BY SIGNER

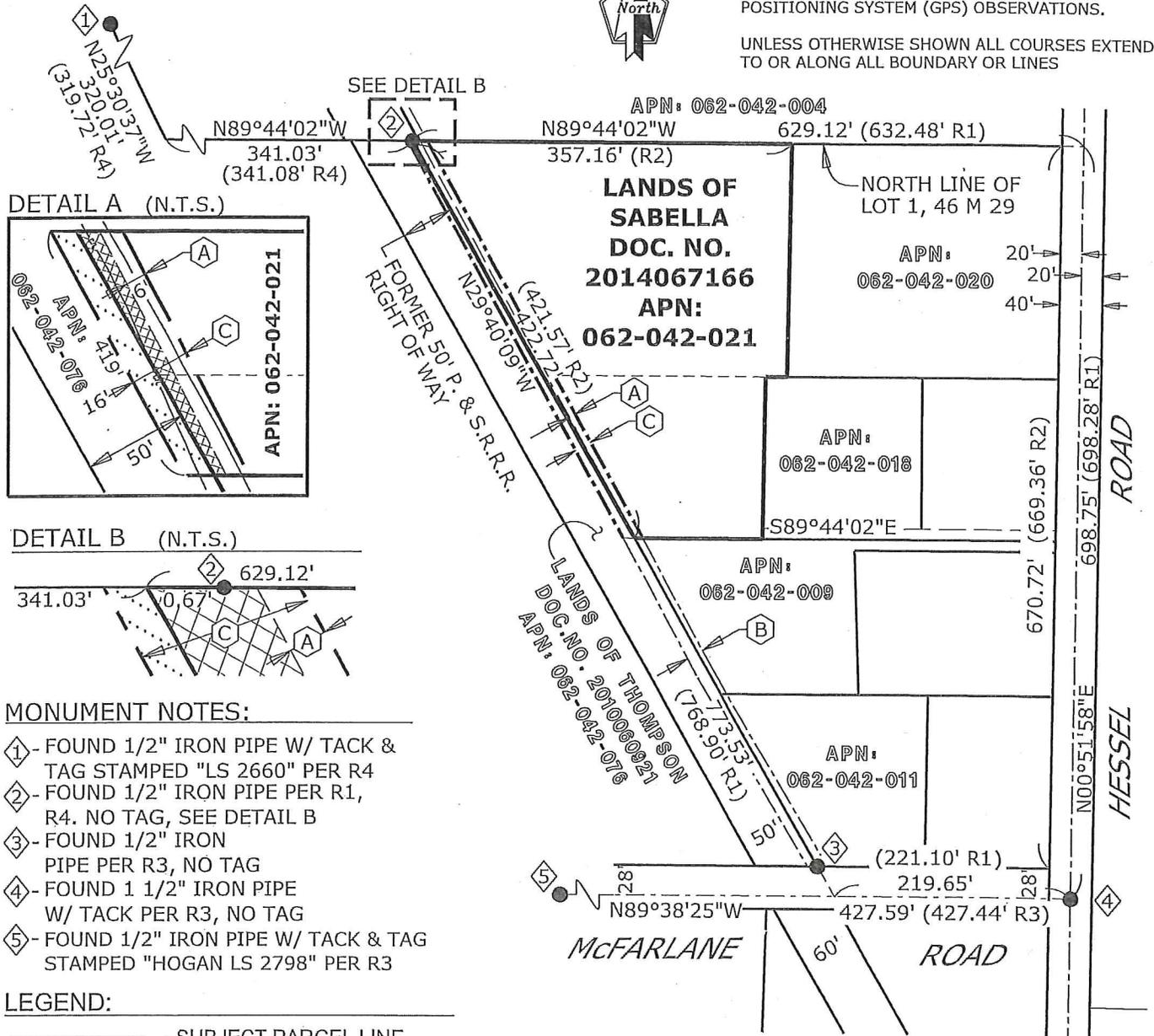
- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

TOWNSHIP 06 NORTH, RANGE 08 WEST,
SE 1/4, SE 1/4, SECTION 18, M.D.B.M.

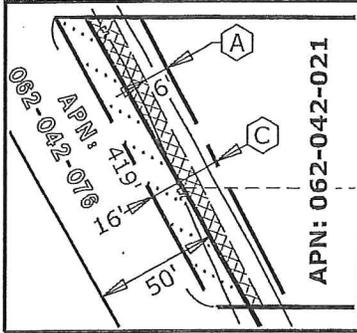


THE BASIS OF BEARINGS FOR LINES AND COURSES SHOWN HEREON IS GRID NORTH AS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE II AND IS DERIVED FROM GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS.

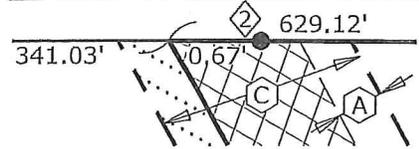
UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG ALL BOUNDARY OR LINES



DETAIL A (N.T.S.)



DETAIL B (N.T.S.)



MONUMENT NOTES:

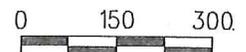
- ① - FOUND 1/2" IRON PIPE W/ TACK & TAG STAMPED "LS 2660" PER R4
- ② - FOUND 1/2" IRON PIPE PER R1, R4. NO TAG, SEE DETAIL B
- ③ - FOUND 1/2" IRON PIPE PER R3, NO TAG
- ④ - FOUND 1 1/2" IRON PIPE W/ TACK PER R3, NO TAG
- ⑤ - FOUND 1/2" IRON PIPE W/ TACK & TAG STAMPED "HOGAN LS 2798" PER R3

LEGEND:

- SUBJECT PARCEL LINE
- PROPOSED EASEMENT LINE
- GAS LINE DFM 1302-02 (8")
- DEACTIVATED 8" GAS LINE
- N.T.S. - NOT TO SCALE
- - FOUND MON. AS NOTED
- R1 - BOOK 46 MAPS PAGE 29
- R2 - DOC. NO. 2014067166
- R3 - BOOK 453 MAPS PAGE 38
- R4 - BOOK 110 MAPS PAGE 49
- REF.: - PG&E DWG ENB-0780
- AREA BEING DESCRIBED 1448 +/- SQ.FT
- AREA BEING EXEMPTED

PROPOSED EASEMENT

- A 6' WIDE PG&E GAS PIPELINE EASEMENT PER 339 OR 374, LD 2406-08-0072
- B 16' WIDE GAS PIPELINE MODIFICATION ESMT PER DOC. NO. 1997-0025298, LD 2406-08-1037
- C PROPOSED 16' GAS PIPELINE EASEMENT MODIFICATION, SEE DETAIL A



LD 2406-08-1335

AUTHORIZATION 8151119	
BY	PLF8
DR	CXOQ CXVE
CH	R7C8
O.K.	SDWD
DATE	03/15/2018

EXHIBIT A
CONSTANCE ANN SABELLA, TRUSTEE
 4030 HESSEL ROAD
 SEBASTOPOL, CALIFORNIA
 PACIFIC GAS AND ELECTRIC COMPANY
 San Francisco California



PROJ. NO.	RW_V_10057_15	
AREA	NORTH COAST	
COUNTY	SONOMA	
SCALE	1 INCH = 150 FEET	
SHEET NO.	1	OF 2
DRAWING NUMBER	ENA-0170	CHANGE
		0

Attach to LD: 2406-08-1335
Area, Region or Location: North Coast, Area 7
Land Service Office: Sacramento
Line of Business: Gas Transmission (52)
Business Doc Type: Easements
MTRSQ: 24.06.08.18.22,
FERC License Number: N/A
PG&E Drawing Number: ENA-0170
Plat No.: ENB-0780, Z0210
LD of Affected Documents: 2406-08-0072
LD of Cross Referenced Documents: 2406-08-1336
Type of interest: Agreements (56), Easement Modifications Agreements (41), Easements
Granted over Fee Lands (11C), Gas and Pipeline Easements (5)
SBE Parcel: N/A
% Being Quitclaimed: N/A
Order or PM: 8151119
JCN: N/A
County: Sonoma
Utility Notice Number: N/A
851 Approval Application No: N/A; Decision: N/A
Prepared By: CXOQ
Checked By: R7C8

Attachment 2

Owner's Grant Deed

EXHIBIT A

LEGAL DESCRIPTION

PARCEL ONE:

BEING A PORTION OF LOT 1 OF MC FARLANE'S SUBDIVISION OF LOT 2, OF THE STONY POINT RANCH, AS SHOWN UPON THE MAP OF SAID SUBDIVISION FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY IN BOOK 46 OF MAPS, AT PAGE 29, SONOMA COUNTY RECORDS, AND PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF HESSEL ROAD WITH THE NORTH LINE OF McFARLANE ROAD AT THE SOUTHEAST CORNER OF LOT 1; THENCE ALONG THE WEST LINE OF HESSEL ROAD NORTH 669.36 FEET TO A ¾ INCH PIPE MARKING THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89° 32' WEST ALONG THE NORTHERLY LINE OF SAID LOT 1 TO A POINT THAT LIES NORTH 89° 32' EAST, 357.16 FEET FROM THE COMMON CORNER OF THE NORTHEASTERLY LINE OF THE RIGHT OF WAY TO THE PETALUMA, SANTA ROSA RAILROAD AND NORTHERLY LINE OF SAID LOT 1 OF McFARLANE'S SUBDIVISION WHICH IS THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 32' WEST, 357.16 FEET ALONG THE NORTHERLY LINE OF SAID LOT 1 TO THE NORTHEASTERLY LINE OF THE RIGHT OF WAY TO THE PETALUMA, SANTA ROSA RAILROAD; THENCE ALONG THE RAILROAD LINE SOUTH 30° 30' EAST, 249.2 FEET TO A ¾ INCH PIPE; THENCE NORTH 89° 32' EAST, 230.0 FEET; THENCE IN A NORTHERLY DIRECTION 215.93 TO THE POINT OF BEGINNING.

PARCEL TWO:

BEING A PORTION OF LOT 1 OF McFARLANE'S SUBDIVISION OF LOT 2 OF THE STONY POINT RANCH AS SHOWN ON THE MAP OF SAID SUBDIVISION RECORDED IN BOOK 46 OF MAPS AT PAGE 29, SONOMA COUNTY RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ¾ INCH IRON PIPE MONUMENT IN THE WEST LINE OF THE HESSEL ROAD, WHICH POINT IS SOUTH 215.93 FEET FROM THE NORTHEAST CORNER OF LOT 1 OF McFARLANE'S SUBDIVISION; THENCE ALONG THE WEST LINE OF HESSEL ROAD SOUTH 149.23 FEET TO ¾ INCH IRON PIPE; THENCE SOUTH 89° 32' WEST 273 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING CONTINUING SOUTH 89° 32' WEST, 121.10 FEET, MORE OR LESS, TO A ¾ INCH IRON PIPE SET ON THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE PETALUMA, SANTA ROSA RAILROAD; THENCE ALONG THE SAID RAILROAD LINE NORTH 30° 30' WEST, 172.37 FEET TO A ¾ INCH IRON PIPE; THENCE NORTH 89° 32' EAST, 208.60 FEET TO A POINT; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF THE HESSEL ROAD 149.23 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL THREE:

BEING A PORTION OF THAT PARCEL OF LAND CONVEYED TO CHARLES L. CALLAHAN, ET UX, BY DEED RECORDED DECEMBER 13, 1951, UNDER RECORDER; SERIAL NO. D-56209, BOOK 1094, PAGE 362, SONOMA COUNTY RECORDS, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERN CORNER OF SAID CALLAHAN PARCEL; THENCE SOUTH 89° 32' WEST 143.00 FEET TO A POINT ALSO BEING THE SOUTHWESTERN CORNER OF THE CALLAHAN PARCEL; THENCE CONTINUING SOUTH 89° 32' WEST 130.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 149.23 FEET; THENCE NORTH 89° 32' EAST 12.00 FEET TO A POINT; THENCE SOUTH 149.23 FEET TO A POINT; THENCE SOUTH 89° 32' WEST 12.00 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR:

AN EASEMENT FOR GENERAL ROAD AND UTILITY PURPOSES OVER A STRIP OF LAND 10 FEET IN WIDTH, THE NORTHERN LINE OF WHICH IS COINCIDENT TO THE SOUTHERN LINE OF THAT PARCEL OF LAND CONVEYED TO CHARLES R. CALLAHAN, ET UX, BY DEED RECORDED DECEMBER 13, 1951, UNDER RECORDER'S SERIAL NO. D-56209, SONOMA COUNTY RECORDS.

PARCEL FIVE:

AN EASEMENT FOR GENERAL ROAD AND UTILITY PURPOSES OVER A STRIP OF LAND 10 FEET IN WIDTH, THE SOUTHERN LINE OF WHICH IS COINCIDENT TO THE NORTHERN LINE OF THAT PARCEL OF LAND CONVEYED TO IRA B. DERRICK, ET UX, BY DEED DATED RECORDED NOVEMBER 5, 1958, UNDER RECORDER'S SERIAL NO. F-56550, BOOK 1626, PAGE 379, SONOMA COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE SECOND AND THIRD PARCELS REFERRED TO HEREIN

PARCEL SIX:

AN EASEMENT OF THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF A WATER PIPELINE AND INCIDENTAL PURPOSES OVER AND ACROSS A STRIP OF LAND SIX FEET IN WIDTH, THREE FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF THE LAND CONVEYED TO W.A. CALLAHAN, ET UX, BY DEED RECORDED SEPTEMBER 10, 1964, UNDER RECORDER'S SERIAL NO. J-8087, IN BOOK 2072, PAGE 557, SONOMA COUNTY RECORDS; THENCE SOUTH ALONG THE WEST LINE OF THE W.A. CALLAHAN PARCEL 51 FEET TO THE TRUE POINT OF BEGINNING OF THE CENTERLINE OF SAID EASEMENT; THENCE NORTH 89°32' EAST, AND PARALLEL WITH THE NORTH LINE OF CALLAHAN PARCEL 185 FEET TO THE TERMINUS OF SAID EASEMENT.

Attachment 3

Encroachment Agreement

RECORDING REQUESTED BY AND RETURN TO:

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

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

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
 Computed on Full Value of Property Conveyed, or
 Computed on Full Value Less Liens
& Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(APN 062-042-021)
LD# 2406-08- 10071

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this "**Agreement**") is made and entered into this 14 day of March, 2019 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and CONSTANCE ANN SABELLA, Trustee of THE CONSTANCE ANN SEBELLA 2014 TRUST, hereinafter called "**Owners**".

RECITALS

- A. Owners are the fee title owners of certain real property within the City of Sebastopol, County of Sonoma, State of California, Assessor's Parcel Number 062-042-021 (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 pipeline for conveying gas and for all other purposes connected therewith, as set forth in the Grant of Easement recorded April 26, 1933 in Book 339 of Official Records at page 374, Sonoma County Records as modified by that certain Easement Modification Agreement dated May 31, 2018 and recorded as Document Number 2018042174, Sonoma County Records. The portion of the Property encumbered by the Easement is hereinafter referred to as the "**Easement Area**."
- C. Owners have a carport on the Property. A portion of the carport including other improvements associated therewith (the "**Improvements**") are on 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.

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

8. Maintenance. Owners shall be responsible for the maintenance of the Improvements in good condition and repair, and Owners shall coordinate all activities regarding the maintenance of the Improvements to reasonably minimize any interference with the use by PG&E of the Easement Area.

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.

12. 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.

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.

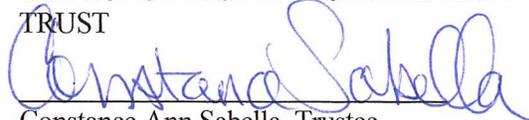
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

"PG&E"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

"Owners"

CONSTANCE ANN SABELLA, Trustee of
THE CONSTANCE ANN SEBELLA 2014
TRUST


Constance Ann Sabella, 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.

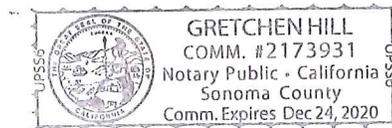
State of California
County of Sonoma)

On 3/14/2019, before me, Gretchen Hill, Notary Public,
Insert name of the officer.
personally appeared Constance Ann Sabella

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.



Gretchen Hill, Notary Public
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 _____)

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public (Seal)

CAPACITY CLAIMED BY SIGNER

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

EXHIBIT A
LEGAL DESCRIPTION

The parcel of land described in the grant deed from CONSTANCE SABELLA to CONSTANCE ANN SABELLA, Trustee of THE CONSTANCE ANN SABELLA 2014 TRUST, dated August 22, 2014, in Document No. 2014067166 of Official Records of Sonoma County Records, California and more particularly described as follows:

PARCEL TWO:

Being a portion of lot 1 of McFarlane's Subdivision of Lot 2 of the Stony Point Ranch as shown on the map of said subdivision recorded in Book 46 of Maps at Page 29, Sonoma County Records and more particularly described as follows:

Beginning at a $\frac{3}{4}$ inch iron pipe monument in the west line of the Hessel Road, which point is south 215.93 feet from the northeast corner of Lot 1 of McFarlane's Subdivision; thence along the west line of Hessel Road south 149.23 feet to $\frac{3}{4}$ inch iron pipe; thence south $89^{\circ}32'$ west 273 feet to the True Point of Beginning; thence from said Point of Beginning continuing south $89^{\circ}32'$ west, 121.10 feet, more or less, to a $\frac{3}{4}$ inch iron pipe set on the northeasterly line of the Right of Way of the Petaluma, Santa Rosa Railroad; thence along the said railroad line north $30^{\circ}30'$ west, 172.37 feet to a $\frac{3}{4}$ inch iron pipe; thence north $89^{\circ}32'$ east, 208.60 feet to a point; thence south and parallel with the west line of the Hessel Road 149.23 feet, more or less to the Point of Beginning.

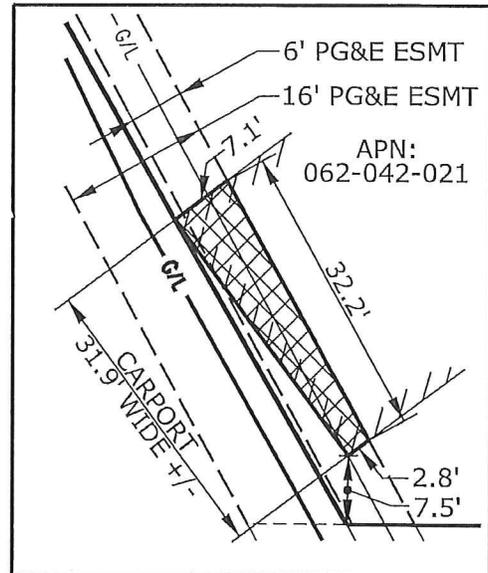
APN: 062-042-021

TOWNSHIP 06 NORTH, RANGE 08 WEST,
SE 1/4 SE 1/4 SECTION 18, M.D.B.M.

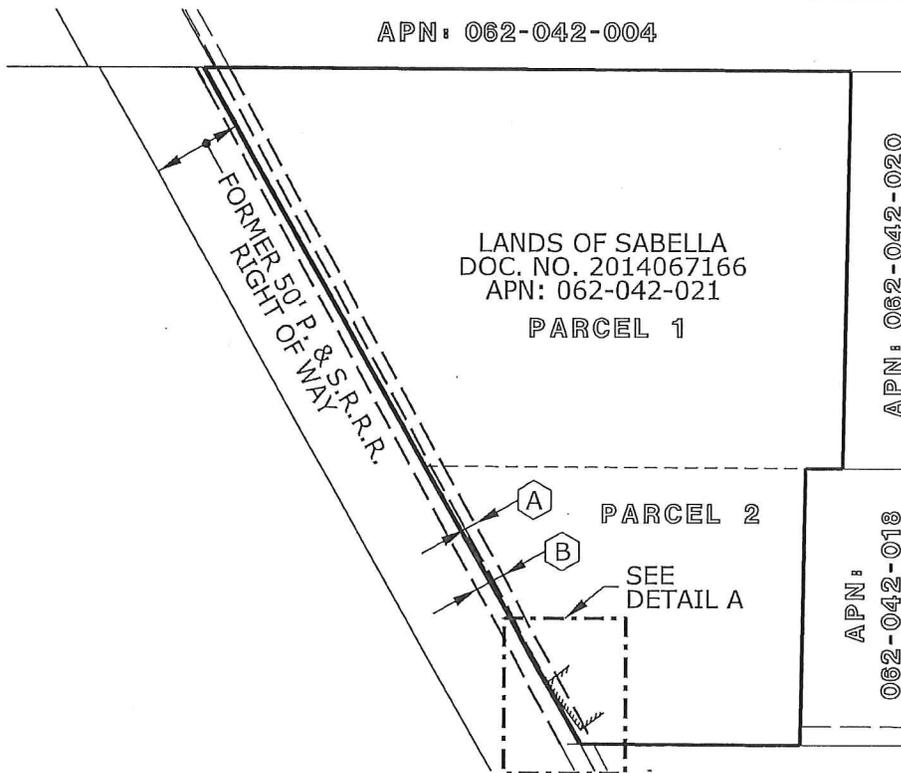
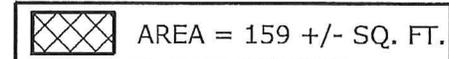
LEGEND

- - SUBJECT PARCEL LINE
- - - - - PG&E EASEMENT LINE
- **G/L** —— - GAS LINE DFM-1302-02 (8")
- G/L —— - DEACTIVATED 8" GAS LINE
- /////// - BUILDING FOOTPRINT AT GROUND LEVEL
- (A) - 6' WIDE PG&E GAS PIPELINE EASEMENT PER 339 O.R. 374, LD 2406-08-0072
- (B) - 16' WIDE GAS PIPELINE MODIFICATION EASEMENT PER DOC. NO. 2018-042174, LD 2406-08-1335

DETAIL A (SCALE: 1"=20')



ENCROACHMENT AREA



REF. DWG NO. ENB-0780

AUTHORIZATION 8151119	
BY	PLF8
DR	G5S4
CH	R7C8
O.K.	R7C8
DATE	07/20/2018

EXHIBIT "B"
GAS LINE DFM-1302-02
4030 HESSEL ROAD
SEBASTOPOL, CALIFORNIA
PACIFIC GAS AND ELECTRIC COMPANY
 San Francisco California



PROJ. NO.	RW_V_10057_15	
AREA	NORTH COAST	
COUNTY	SONOMA	
SCALE	1 INCH = 100 FEET	
SHEET NO.	1	OF 1
DRAWING NUMBER	ENA-0170	CHANGE
		0

TOWNSHIP 06 NORTH, RANGE 08 WEST,
SE 1/4 SE 1/4 SECTION 18, M.D.B.M.

LEGEND

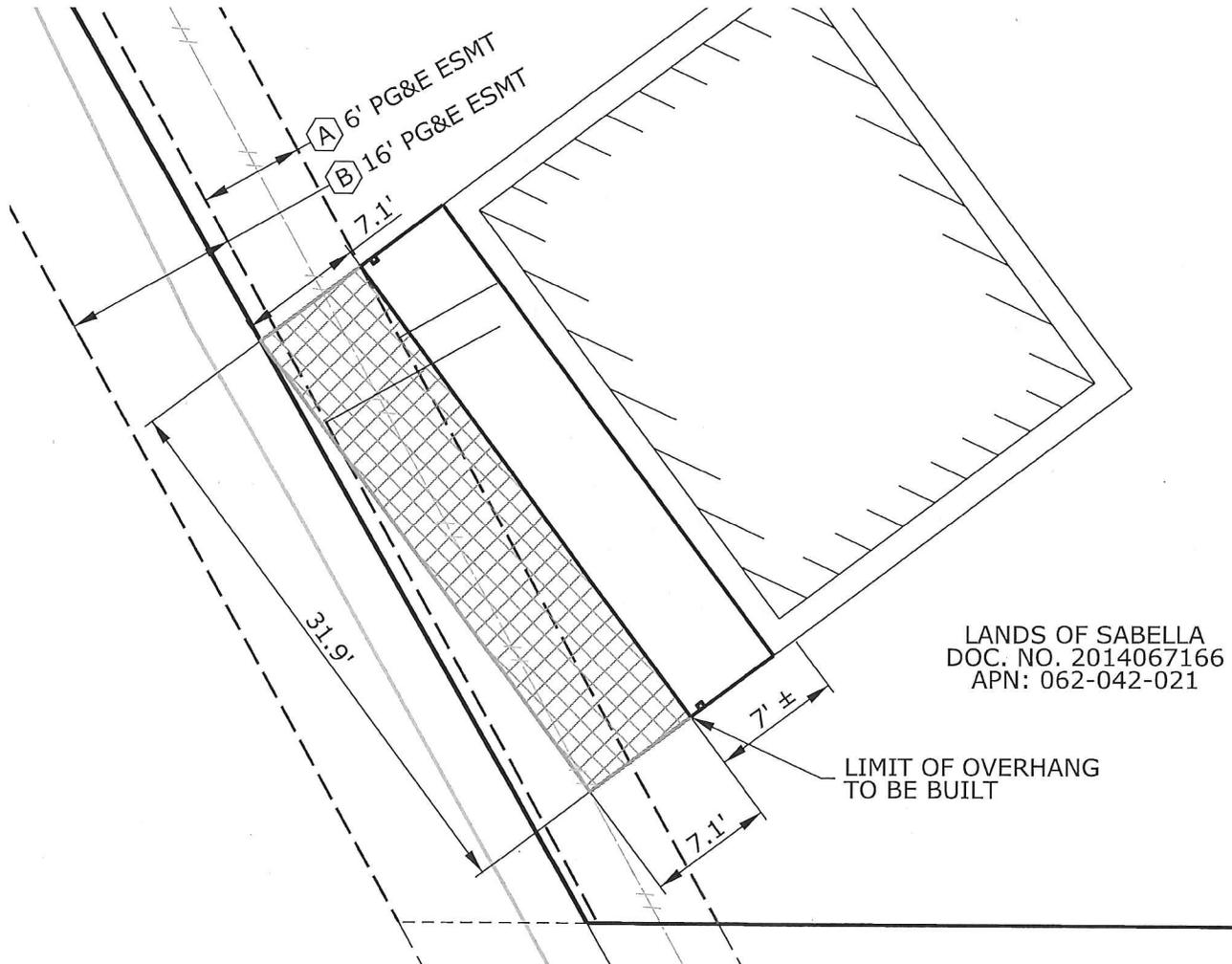
- - SUBJECT PARCEL LINE
- - - - - PG&E EASEMENT LINE
- G/L — - GAS LINE DFM-1302-02 (8")
- - - - - DEACTIVATED 8" GAS LINE
- ////// - BUILDING MEASURED AT GROUND LEVEL
- - BUILDING OVERHANG
- (A) - 6' WIDE PG&E GAS PIPELINE EASEMENT PER 339 OR 374, LD 2406-08-007
- (B) - 16' WIDE GAS PIPELINE MODIFICATION EASEMENT PER DOC. NO. 1997-0025298, LD 2406-08-1037

PORTION TO BE REMOVED

 AREA = 226 +/- SQ. FT.



0 5 10
1 INCH = 10 FEET



LANDS OF SABELLA
DOC. NO. 2014067166
APN: 062-042-021

REF. DWG NO. ENB-0780

AUTHORIZATION 8151119	
BY	PLF8
DR	J6F9
CH	R7C8
O.K.	R7C8
DATE	01/23/2019

EXHIBIT "C"
GAS LINE DFM-1302-02
4030 HESSEL ROAD
SEBASTOPOL, CALIFORNIA
PACIFIC GAS AND ELECTRIC COMPANY
 San Francisco California



PROJ. NO.	RW_C_5102_18	
AREA	NORTH COAST	
COUNTY	SONOMA	
SCALE	1 INCH = 10 FEET	
SHEET NO.	1	OF 1
DRAWING NUMBER	N/A	CHANGE
		1

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

AT&T	Downey & Brand	Pioneer Community Energy
Albion Power Company	East Bay Community Energy	Praxair
Alcantar & Kahl LLP	Ellison Schneider & Harris LLP	
	Energy Management Service	
Alta Power Group, LLC	Engineers and Scientists of California	Redwood Coast Energy Authority
Anderson & Poole	Evaluation + Strategy for Social Innovation	Regulatory & Cogeneration Service, Inc.
	GenOn Energy, Inc.	SCD Energy Solutions
Atlas ReFuel	Goodin, MacBride, Squeri, Schlotz & Ritchie	SCE
BART	Green Charge Networks	SDG&E and SoCalGas
	Green Power Institute	
Barkovich & Yap, Inc.	Hanna & Morton	SPURR
P.C. CalCom Solar	ICF	San Francisco Water Power and Sewer
California Cotton Ginners & Growers Assn	International Power Technology	Seattle City Light
California Energy Commission	Intestate Gas Services, Inc.	Sempra Utilities
California Public Utilities Commission	Kelly Group	Southern California Edison Company
California State Association of Counties	Ken Bohn Consulting	Southern California Gas Company
Calpine	Keyes & Fox LLP	Spark Energy
	Leviton Manufacturing Co., Inc. Linde	Sun Light & Power
Cameron-Daniel, P.C.	Los Angeles County Integrated Waste Management Task Force	Sunshine Design
Casner, Steve	Los Angeles Dept of Water & Power	Tecogen, Inc.
Cenergy Power	MRW & Associates	TerraVerde Renewable Partners
Center for Biological Diversity	Manatt Phelps Phillips	Tiger Natural Gas, Inc.
	Marin Energy Authority	
Chevron Pipeline and Power	McKenzie & Associates	TransCanada
City of Palo Alto	Modesto Irrigation District	Troutman Sanders LLP
	Morgan Stanley	Utility Cost Management
City of San Jose	NLine Energy, Inc.	Utility Power Solutions
Clean Power Research	NRG Solar	Utility Specialists
Clean Power Research		
Coast Economic Consulting	Office of Ratepayer Advocates	Verizon
Commercial Energy	OnGrid Solar	Water and Energy Consulting Wellhead Electric Company
County of Tehama - Department of Public Works	Pacific Gas and Electric Company	Western Manufactured Housing Communities Association (WMA)
Crossborder Energy	Peninsula Clean Energy	Yep Energy
Crown Road Energy, LLC		
Davis Wright Tremaine LLP		
Day Carter Murphy		
Dept of General Services		
Don Pickett & Associates, Inc.		
Douglass & Liddell		