

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



**Pacific Gas & Electric Company**  
**GAS (Corp ID 39)**  
**Status of Advice Letter 4369G**  
**As of June 1, 2021**

Subject: 1192 Mountain View Boulevard, Walnut Creek California Request for Approval Under Public Utilities Code Section 851 and General Order 173

Division Assigned: Energy

Date Filed: 02-02-2021

Date to Calendar: 02-05-2021

Authorizing Documents: None

<b>Disposition:</b>	<b>Accepted</b>
<b>Effective Date:</b>	<b>03-04-2021</b>

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

[edtariffunit@cpuc.ca.gov](mailto:edtariffunit@cpuc.ca.gov)

AL Certificate Contact Information:

Annie Ho

415-973-8794

[PGETariffs@pge.com](mailto:PGETariffs@pge.com)

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



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

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

The AL status certificate indicates:

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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

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

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

Energy Division's Tariff Unit by e-mail to  
**[edtariffunit@cpuc.ca.gov](mailto:edtariffunit@cpuc.ca.gov)**

February 2, 2021

**Advice 4369-G**

(Pacific Gas and Electric Company ID U 39 G)

Public Utilities Commission of the State of California

**Subject: 1192 Mountain View Boulevard, Walnut Creek California 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 Nathan Andrew O'Brien and Heather Lucia O'Brien (Owners).

PG&E has inspected the encroachment area and has determined that the encroachments do 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.

In the transaction submitted in this Advice letter, PG&E holds an easement (Easement) for its gas pipeline right-of-way attached as Attachment 1. The Owners are the fee title owners of a single-family residence located at 1192 Mountain View Boulevard, Walnut Creek, California (Property) where the easement is located, the grant deed is attached as Attachment 2. During PG&E's CPSI inspection, PG&E identified structures (Improvements) encroaching in PG&E's easement without PG&E's prior knowledge. The Improvements are a portion of a living room that encroaches approximately 91.84 square feet and a garage roof overhang that encroaches approximately 21.12 square feet (shown on Exhibit A of Attachment 3), and do not sit on land near or on top of a pipeline.

The Easement prohibits the construction of Improvements in the easement area. In light of these unintended encroachments, PG&E initiated communication with Owners to obtain an encroachment agreement, which Owners signed. The Agreement is attached 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 each Improvement does not interfere with the safe and reliable provision of utility service to customers.

Previously, as part of Advice Letter 3560-G, California Public Utilities Commission (CPUC or Commission) approved a similar encroachment agreement containing the same Improvements on the Property. Before PG&E could execute the Agreement, there was a change of ownership as can be seen in Attachment 2, thus creating the need for PG&E to seek approval of the new Agreement with the new Owners.

The Agreement reserves PG&E's right to use the encroachment area(s) at any time and for the purposes granted to PG&E in the easement, as PG&E deems necessary or appropriate for the interest of its service to its customers or the public.

For the above reasons, the Commission should approve this Section 851 request to grant the Owners as listed in Attachment 3, 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.

### **Tribal Lands Policy**

On December 5, 2019, the Commission adopted a policy titled, "Investor-Owned Utility Real Property – Land Disposition - First Right of Refusal for Disposition of Real Property Within the Ancestral Territories of California Native American Tribes" (Policy). The Policy directs investor-owned utilities to (1) notify the appropriate local Native American Tribes of any proposed dispositions of utility-owned real property that are subject to Section 851 and (2) to allow 90 days for the Tribes to respond as to their interest in purchasing the subject real property.

Resolution E-5076, effective January 14, 2021, adopted Guidelines to Implement the CPUC Tribal Land Policy (Guidelines). Section 1.3d of the Guidelines states that easements, licenses, and leases are not considered "dispositions" subject to the Policy. Therefore, the easement subject to this Advice Letter is exempt from the Policy.

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

Nathan and Heather O'Brien  
1192 Mountain View Boulevard  
Walnut Creek, CA 95946  
heatherwilson11@hotmail.com

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

The Owners are the fee title owners of certain real property in the City of Walnut Creek, County of Contra Costa, State of California. The Property is located at 1192 Mountain View Boulevard, Walnut Creek, California and is designated as Assessor's Parcel Number (APN) 180-150-007-3, more specifically described in Attachment 3.

PG&E is the owner of an easement and rights-of-way for pipelines for conveying gas, consisting of a strip of land of the width of 20 feet. 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 in the easement, PG&E consents to the encroachment of the Improvements onto the easement approximately 112.96 square feet, more specifically described in Exhibit A of Attachment 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 value of the land rights to permit the encroachment under the Agreement 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:**

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

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

PG&E submitted Advice Letter 3560-G in February 10, 2015. On August 6, 2015, the CPUC approved a similar encroachment agreement with the previous owner containing the same Improvements on the Property. Before PG&E could execute the encroachment agreement, there was a change of ownership as can be seen in Attachment 2.

**(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.

(1), (2) Not a "Project" Under CEQA

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

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 February 22, 2021, 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, 4<sup>th</sup> 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 March 4, 2021, 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



\*\*\*\*\* SERVICE LIST Advice 4369-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

Contra Costa County Clerk  
555 Escobar Street  
Martinez, CA 94553  
(925) 335-7900

Nathan and Heather O'Brien  
1192 Mountain View Boulevard  
Walnut Creek, CA 94596  
heatherwilson11@hotmail.com



# 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) #: 4369-G

Tier Designation: 1/2/3

Subject of AL: 1192 Mountain View Boulevard, Walnut Creek California Request for Approval Under Public Utilities Code Section 851 and General Order 173

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

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: 3/4/21

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: N/A

Service affected and changes proposed<sup>1</sup>: N/A

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

<sup>1</sup>Discuss 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](mailto: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](mailto: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's Easement**

LIBER 1754 PAGE 532  
COPY SENT TO DIVISION

APR 1951  
20474  
2401-02-1719

152-80 51424  
Ser No. 152685-5  
799-80

FOR AND IN CONSIDERATION of the sum of ONE Dollars (\$ 1.00)  
to the undersigned in hand paid, the receipt whereof is hereby acknowledged, GEORGE L. HARRISON and MARGARET JEANNE HARRISON, his wife,  
of the County of Contra Costa, 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 Contra Costa County, State of California, and described as follows, to-wit:

Portion of Lot 7 in Block 4, as designated on the map entitled "Map No. 2 of Walnut Heights, Walnut Creek, California, Contra Costa County", which map was filed in the office of the Recorder of the County of Contra Costa, State of California, on December 29, 1913 in Volume 10 of Maps, at page 245, being a strip of land 20 feet in width the center line of which is described as follows:

Beginning at a point on the northeast line of the parcel of land described in the deed from Frank G. Hastings, et ux, to George L. Harrison, et ux, dated January 29, 1949 and recorded February 24, 1949 in Volume 1355 of Official Records, at page 82, which bears southeasterly 10 feet at right angles from the line between Lots 6 and 7 in said Block 4, as designated on said map; thence from said point of beginning south 23° 59' 30" west parallel with the line between said Lots 6 and 7, 192.13 feet; thence south 11° 30' east 143 feet to the north line of the parcel of land described in the deed from Vaughn V. Cohun, et ux, to Contra Costa County, dated June 28, 1946 and recorded August 9, 1946 in Volume 828 of Official Records, at page 224.

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 10 day of March 1951

Executed in the presence of  
[Signature]  
Subscribing Witness.  
George L. Harrison  
Margaret Jeanne Harrison

State of California }  
COUNTY OF Alameda } ss.

On this 10th day of March, A. D., 1951, before me, Alfred T. Lorentz, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared George L. Harrison & Margaret Jeanne Harrison 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.

Alfred T. Lorentz  
Notary Public in and for said County and State  
MICROFILMED  
Com Exp 10-20-53

FORM 161-2M (REV. 12-57)  
9 300.2

220 5 21 W 300

CONSENT

LIBER 1754 PAGE 533

March 29 1951

For and in consideration of the sum of One Dollar (\$1.00), to us in hand paid, receipt whereof is hereby acknowledged, trust made by Florence B. Hastings, his wife, dated January 28, 1948 and recorded February 24, 1949 in Volume 1375 of Official Records, at page 1375 covering the premises described in the annexed grant of right of way, we do hereby approve, join in and consent to said grant of right of way.

Executed in the presence of

Subscribing Witness.

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

By J. C. Brown Asst. Secy.

By L. H. Holladay Asst. Vice-Pres.

We hereby approve, join in & consent to said grant of right of way & request the notary to do likewise. Dated March 25, 1951, Fremont, Calif.

Frank B. Hastings  
Florence B. Hastings

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 \_\_\_\_\_ 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.

204771 INDEXED

No. \_\_\_\_\_  
RIGHT OF WAY

FROM

TO

DATED

C. E. A. \_\_\_\_\_ C. W. O. \_\_\_\_\_

RECORDED AT REQUEST OF

GRANTEE

APR 25 1951  
At 50 Min. Past 2 P. M.

In Vol. 1754 Page 533

OFFICIAL RECORDS OF

CONTRA COSTA COUNTY

Ralph Banningshaw

COUNTY RECORDER

FEE \$ 2.20 pp

FOLIO \_\_\_\_\_

State of California  
County of Alameda

ss.

On this 29th day of March in the year One Thousand

Nine Hundred and Fifty-one before me

a Notary Public in and for the County of Alameda, State of California, residing therein, duly commis-

sioned and sworn, personally appeared J. C. BROWN Asst. Vice-

known to me to be the Asst. President and L. H. HOLLADAY

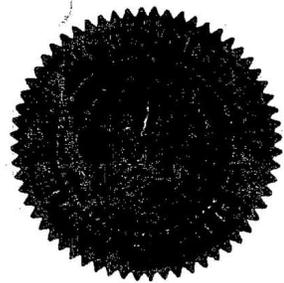
known to me to be the Secretary of the Corporation that executed the within instrument and the officers who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

L. H. Holladay

NOTARY PUBLIC

In and for said County of Alameda, State of California  
MICROFILMED FEBRUARY 1958



CORPORATION ACKNOWLEDGMENT  
Form 1414 Lyn A. Mollath & Co., Oakland, California  
My Commission Expires \_\_\_\_\_

REQUEST FOR CHECK GO 20

514-24  
799-80

PLEASE MAKE PAYMENT OF FOUR HUNDRED DOLLARS ONLY ----- DOLLARS \$ 400.00

TO WALTER F. VANE, Special Account

ADDRESS American Trust Company, 164 California Street, San Francisco

SEND CHECK TO AMERICAN TRUST COMPANY

FOR Full payment of right of way easement dated March 10, 1951 covering property in Contra Costa County owned by George L. Harrison and Margaret Jeanne Harrison.

CHARGE TO: CUSTOMER'S ACCOUNT GENERAL LEDGER ACCT. 357.2 GEA 1267  
(NAME OF ACCOUNT)

CHECK NO. \_\_\_\_\_ COMPILED BY A. H. ALBIETZ/is

DATE 194 APPROVED \_\_\_\_\_

GO-20 (EDM-6-43)

SAN FRANCISCO, CALIF. *March 7,* 1951, NO *23*

AMERICAN TRUST COMPANY 11-24  
1210  
164 CALIFORNIA STREET

PAY TO THE ORDER OF *George L. Harrison + Margaret Jeanne Harrison* \$ *400.<sup>00</sup>*

*Four Hundred & no/100* ----- DOLLARS

*Walter F. Vane*



799-80

Oakland, California,  
March 18, 1951.

\$400.

Received of COAST COUNTIES GAS AND ELECTRIC COMPANY, a corporation, the sum of Four Hundred (\$400) Dollars in full payment of right-of-way easement dated March 18, 1951, from the undersigned to Coast Counties Gas and Electric Company, covering property near Walnut Creek, Contra Costa County, California, including the consideration expressed in said easement.

George M. Harrison  
George M. Harrison

Margaret Jeanne Harrison  
Margaret Jeanne Harrison

CEA 1267  
AECT 357.2

514-24

3973

# CONTRA COSTA COUNTY TITLE CO.

ESTABLISHED 1887

MARTINEZ, CALIFORNIA

TELEPHONE 1650

L. E. MULLEN  
PRESIDENT AND MANAGER  
F. W. ERNEST  
VICE-PRESIDENT AND ASST. MANAGER

RICHMOND BRANCH  
2821 MACDONALD AVE.  
J. S. MULLEN, MANAGER  
TELEPHONE BEACON 3-3233

**TITLE INSURANCE AND GUARANTY COMPANY**  
**A TRUST COMPANY**

For Document See 799-60

130 MONTGOMERY ST. SAN FRANCISCO, CALIF.

Preliminary report for a policy of title insurance in the sum of \$  
No liability assumed hereby

TO Coast Counties Gas and Electric Company  
Willow Pass Road  
Concord, California

Order No. 152685-5  
er

CONTRA COSTA COUNTY TITLE CO., a corporation, hereby reports that title to the  
land hereinafter described is on **December 4, 1950** at **8:00** a.m. vested in:

**GEORGE L. HARRISON and MARGARET JEANNE HARRISON**  
his wife, as joint tenants

The address of the vestee is: **4154 Penniman Avenue, Oakland, California.**

Subject to:

- 1- Possible overlapping interest, as disclosed by unrecorded map made in January 1946 by Leo J. Coleman, licensed surveyor, which map shows a fence partly without and partly within the west line of the property herein described.
- 2- Perpetual restrictions, as provided for in the deed from Vaughn V. Cohun, et ux, to Frank G. Hastings, et ux, dated November 4, 1946 and recorded December 18, 1946 in Volume 954 of Official Records, at page 105. No reversionary clause.
- 3- Deed of trust made by George L. Harrison and Margaret Jeanne Harrison, his wife, to Alameda County-East Bay Title Insurance Company, trustee for Frank G. Hastings and Florence B. Hastings, his wife, as joint tenants, dated January 29, 1949 and recorded February 24, 1949 in Volume 1355 of Official Records, at page 84, to secure a promissory note in the sum of \$2900, and which note contains the following provision, "lender reserves the right to demand full payment of note upon transfer of title." Said deed of trust also covers other property.
- 4- The rights reserved in the deed from George L. Hastings, et ux, to Coast Counties Gas and Electric Company dated \_\_\_\_\_ and recorded \_\_\_\_\_ (File No. \_\_\_\_\_).

(over)

-0-

Reference for future tax bill numbers:

912730 is the number of the 1950 County tax bill, covering the premises and other property. The premises are not assessed separately.

That parcel of land in the County of Contra Costa, State of California, described as follows:

The right of way granted in the deed from George L. Harrison, et ux, to Coast Counties Gas and Electric Company dated and recorded (File No. ), as follows:

"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 Contra Costa County, State of California, and described as follows, to-wit:

Portion of Lot 7 in Block 4, as designated on the map entitled "Map No. 20f Walnut Heights, Walnut Creek, California, Contra Costa County", which map was filed in the office of the Recorder of the County of Contra Costa, State of California, on December 29, 1913 in Volume 10 of Maps, at page 245, being a strip of land 20 feet in width the center line of which is described as follows:

Beginning at a point on the northeast line of the parcel of land described in the deed from Frank G. Hastings, et ux, to George L. Harrison, et ux, dated January 29, 1949 and recorded February 24, 1949 in Volume 1355 of Official Records, at page 82, which bears southeasterly 10 feet at right angles from the line between Lots 6 and 7 in said Block 4, as designated on said map; thence from said point of beginning south 23° 59' 30" west parallel with the line between said Lots 6 and 7, 192.13 feet; thence south 11° 30' east 143 feet to the north line of the parcel of land described in the deed from Vaughn V. Cohun, et ux, to Contra Costa County, dated June 28, 1946 and recorded August 9, 1946 in Volume 828 of Official Records, at page 224.

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



The above plat is made from recorded data only, or data not conflicting therewith. If conditions on the ground differ, a survey should be made.

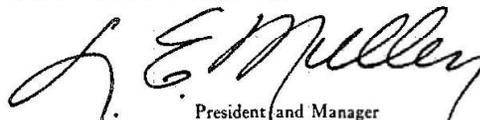
CONTRA COSTA COUNTY TITLE COMPANY

This report does not include an examination of and the policy of title insurance in the usual form will not insure against loss by reason of:

1. Easements or liens which are not shown by the public records (a) of the District Court of the Federal District, (b) of the county, or (c) of the city, in which said land or any part thereof is situated.
2. Rights or claims of persons in possession of said land which are not shown by those public records which impart constructive notice.
3. Any facts, rights, interests, or claims which are not shown by those public records which impart constructive notice, but which could be ascertained by an inspection of said land, or by making inquiry of persons in possession thereof, or by a correct survey.
4. Mining claims, reservations in patents, water rights, claims or title to water.
5. Acts or regulations of any governmental agency regulating the occupancy or use of said land or any building or structure thereon.

CONTRA COSTA COUNTY TITLE CO.

By

  
President and Manager

## **Attachment 2**

### **Owner's Grant Deed**

2015P001128500002  
CONTRA COSTA Co Recorder Office  
JOSEPH CANCIAMILLA, Clerk-Recorder  
DOC-2015-0011285-00  
Acct 2264-First American Title Company Concord  
Thursday, JAN 22, 2015 13:22:14  
MOD \$2.00|REC \$12.00|FTC \$1.00  
RED \$1.00|ERD \$1.00|SUR \$10.00  
CCC \$555.50| |  
Ttl Pd \$582.50 Nbr-0002171498  
CLM/RC/1-2

**RECORDING REQUESTED BY**  
First American Title Company

**AND WHEN RECORDED MAIL DOCUMENT TO:**  
Nathan Andrew O'Brien and Heather Lucia O'Brien  
221 VALLETON LANE  
WALNUT CREEK, CA 94596

Space Above This Line for Recorder's Use Only

A.P.N.: 180-150-007

File No.: 0718-4779599 (DG)

## GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$555.50; CITY TRANSFER TAX \$;  
SURVEY MONUMENT FEE \$

- [  ] computed on the consideration or full value of property conveyed, OR  
[  ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,  
[  ] unincorporated area; [  ] City of **Walnut Creek**, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Charlotte L. Wilson-Magnussen, as Trustee of The Jan H. Magnussen Revocable Trust Dated December 13, 2011**

hereby GRANTS to **Nathan Andrew O'Brien and Heather Lucia O'Brien, husband and wife as community property with right of survivorship**

the following described property in the unincorporated area of the County of **Contra Costa**, State of **California**:

**PORTION OF LOT 7, IN BLOCK 4, AS DESIGNATED ON THE MAP ENTITLED MAP NO. 2 OF WALNUT HEIGHTS, WALNUT CREEK, CALIFORNIA, CONTRA COSTA COUNTY, WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, ON DECEMBER 29, 1913 IN VOLUME 10 OF MAPS, AT PAGE 245, DESCRIBED AS FOLLOWS:**

**BEGINNING AT A 2 INCH IRON PIPE ON THE NORTH LINT OF SAN MIGUEL DRIVE (40 FEET WIDE), AT THE MOST SOUTHERLY CORNER OF LOT 7; THENCE FROM SAID POINT OF BEGINNING, NORTH 61° 07' 30" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 7; 101 FEET TO THE LINE BETWEEN LOTS 6 AND 7, AS SHOWN ON SAID MAP; THENCE NORTH 23° 58' EAST ALONG SAID LINE BETWEEN LOTS 6 AND 7, 200 FEET; THENCE SOUTH 27° 21' 15" EAST, 210.38 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 7; THENCE SOUTH 63° 28' WEST ALONG THE SOUTHEASTERLY LINE, 100 FEET TO THE POINT OF BEGINNING.**

**EXCEPTING THEREFROM:**

**THE INTEREST IN THE SOUTHEASTERLY 20 FEET (RIGHT ANGLE MEASUREMENTS) OF THE HEREIN DESCRIBED LAND, CONVEYED TO CONTRA COSTA COUNTY BY DEED FROM VAUGHN V. COHUN, ET UX, DATED JUNE 28, 1946 AND RECORDED AUGUST 9, 1946 IN VOLUME 828 OF OFFICIAL RECORDS, AT PAGE 224.**

Mail Tax Statements To: **SAME AS ABOVE**

A.P.N.: 180-150-007

File No.: 0718-4779599 (DG)

Dated: **January 20, 2015**

The Jan H. Magnussen Revocable Trust  
Dated December 13, 2011

*Charlotte L. Wilson-Magnussen, Trustee*  
Charlotte L. Wilson-Magnussen, 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 )SS  
COUNTY OF Contra Costa )

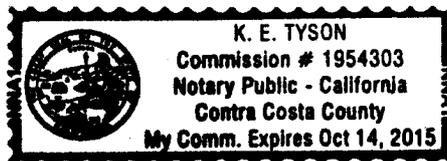
On 1/20/15, before me, K.E. Tyson, Notary Public, personally appeared Charlotte L. Wilson-Magnussen

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 *K.E. Tyson*



*This area for official notarial seal*

## **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 180-150-007-3)  
LD# 2401-02-\_\_\_\_\_

**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 NATHAN ANDREW O’BRIEN and HEATHER LUCIA O’BRIEN, husband and wife, hereinafter (collectively) called “**Owners**”.

RECITALS

A. Owners are the fee title owners of certain real property within the County of Contra Costa, State of California, Assessor’s Parcel Number 180-150-007-3 (hereinafter, the “**Property**”) The parcel of land described in the deed from Charlotte L. Magnussen, as Trustee of the Jan H. Magnussen Revocable Trust dated December 13, 2011 to Nathan Andrew O’Brien and Heather Lucia O’Brien, husband and wife dated January 20, 2015 and recorded as Document No. 2015-0011285-00, Contra Costa County Records.

B. PG&E is the owner of that certain easement and right-of-way (the “**Easement**”) for gas transmission pipelines and for all other purposes connected therewith, as set forth in the Grant of Easement dated March 10, 1951 and recorded in Volume 1754 of Official Records at page 532, 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. Owners have a portion of a residence and the roof overhang of a garage, 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 "A"** 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 on the Easement Area on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owners and PG&E hereby agree as follows:

1. Consent to Encroachment. Notwithstanding the prohibition in the Easement, PG&E hereby consents to the encroachment of the Improvements onto the Easement Area by approximately 3.91 feet (residence) and 1.79 feet (garage overhang), in the manner and location as more specifically set forth in Exhibit "A" subject to the terms and conditions set forth herein. In addition, Owners shall have the right of ingress and egress over the Easement Area to obtain access to the Encroachment Area and the Improvements when necessary to fulfill Owners' obligations under this Agreement, in such areas as PG&E determines, in its sole and absolute discretion, will occasion the least practicable damage and inconvenience to PG&E, its facilities and operations.

2. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and Owners shall not commence any activity hereunder, unless and until 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. Termination; Restoration. **PG&E may terminate Owners' rights under this Agreement, at any time, upon ninety (90) days written notice to the Owners, if PG&E, in its sole and absolute discretion, should determine that Owners' use of the Easement Area is inconsistent with PG&E's operational needs in the future, or in any way interferes with, impairs or otherwise impedes PG&E's full use of facilities installed or that may be installed by PG&E in the vicinity of the Easement Area. Upon such termination, Owners, at Owners' sole cost and expense, shall remove all Improvements that encroach upon the Easement Area and shall repair and restore the Easement Area as nearly as possible to the condition that existed prior to the construction of said Improvements. Owners shall pay the entire cost of such removal and restoration, and PG&E shall have no liability for any costs caused by or related to any such termination. If Owners fail to remove all Improvements that encroach onto the Easement Area or fail to repair or restore the Property within said ninety (90) day**

period, PG&E may perform such removal, repair or restoration as necessary and recover such costs and expenses therefore from Owners. Owners agree to allow access to PG&E onto the Property for such purpose, and Owners shall pay all such costs and expenses within ten (10) days of receipt of an invoice therefore. Owners further acknowledge that PG&E's termination right shall not be affected by any Improvements that Owners have made to the Easement Area, regardless of the nature or extent of those Improvements. Owners understand and agree that notwithstanding that Owners may have made a substantial investment in such improvements, Owners shall not be entitled to any compensation whatsoever for the termination of Owners' rights under this Agreement by PG&E. (Owners to initial here NOB, JAB).

4. Indemnification; Release.

(a) Indemnification. Owners shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries and affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "Indemnitee" and collectively, "Indemnitees") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "Claims"), which arise from or are in any way connected with the occupancy or use of the Easement Area by Owners or Owners' contractors, agents, or invitees, or the exercise by Owners of its rights hereunder, or the performance of, or failure to perform, Owners' duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of PG&E; (2) injury to property or other interest of PG&E, Owners or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all legal requirements relating to human health or the environment, and including any liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnitee, any Claim 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 Owners are obligated to indemnify or provide a defense hereunder, Owners upon written notice from PG&E shall defend such action or proceeding at Owners' sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

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

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

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

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. Condition of Easement Area. Owners accept the Encroachment Area and the Easement Area in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Easement Area. Owners understand that numerous hazards, environmental or otherwise, may be located in, on, or underlying the Easement Area, and that hazardous materials may be used in connection with PG&E facilities that may be operated in the Easement Area, and agrees that entry onto the Easement Area is at Owners' sole risk and expense.

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

10. 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.

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, 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 Owners:

Nathan and Heather O'Brien  
1192 Mountain View Boulevard  
Walnut Creek, CA 94596

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 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.

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. No assignment or delegation by Owners, whether by operation of law or otherwise, shall relieve Owners of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of Owners hereunder shall run with the land.

15. Assignment. This Agreement and the rights of Owners hereunder are appurtenant to the Property presently owned by Owners and may not be separately assigned, transferred, conveyed or encumbered. 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 (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.

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

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. Owners hereby consent and agree to the recording by PG&E of this Agreement against the Property. Owners agree to sign any additional documents reasonably required to complete such recording.

22. 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"

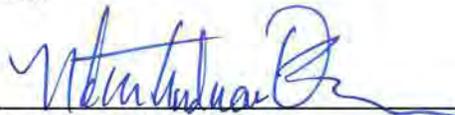
PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

---

Robert L. Jones  
Manager, Land Rights

"Owners"

NATHAN ANDREW O'BRIEN and  
HEATHER LUCIA O'BRIEN, husband and  
wife

  
Nathan Andrew O'Brien  
Heather Lucia O'Brien

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 JUNE 4TH, 2018, before me, JOANNA K. CABRAL, NOTARY PUBLIC  
Here insert name and title of the officer  
personally appeared NATHAN ANDREW O'BRIEN

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 CONTRA COSTA )

On JUNE 4<sup>TH</sup>, 2018, before me, JOANNA K. CABRAL, NOTARY PUBLIC  
Here insert name and title of the officer  
personally appeared HEATHER LUCIA O'BRIEN

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

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



WITNESS my hand and official seal.

[Signature]  
Signature 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, \_\_\_\_\_,  
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.

\_\_\_\_\_  
Signature of Notary Public

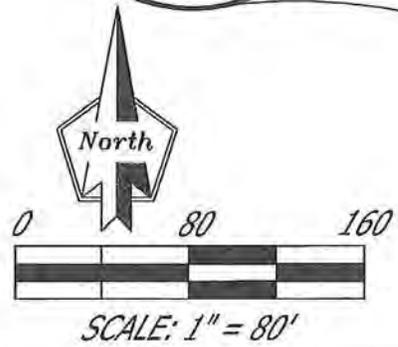
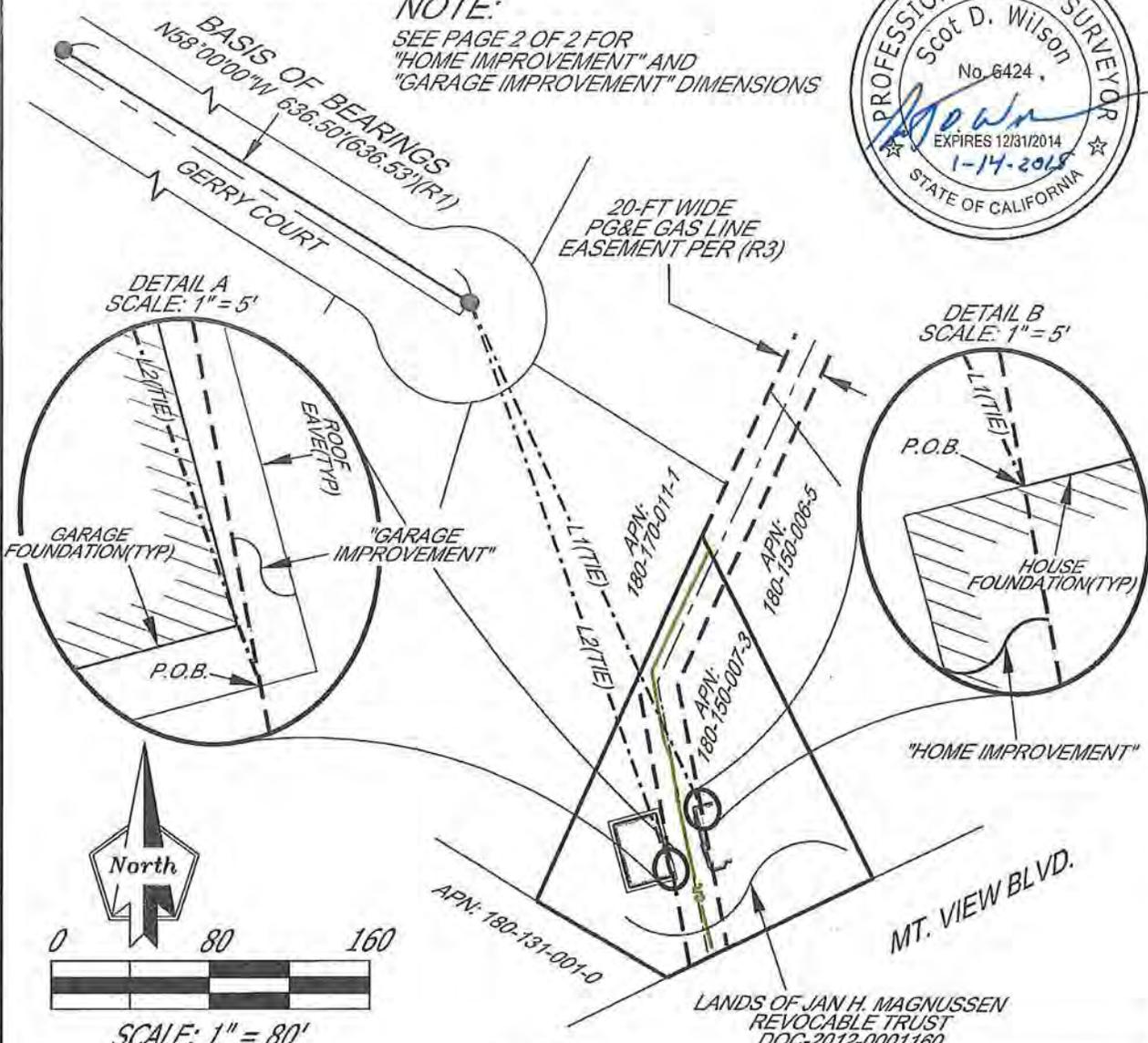
(Seal)

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- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other \_\_\_\_\_

TOWNSHIP 1 NORTH, RANGE 2 WEST  
SECTION 36, M.D.B.M.

**NOTE:**  
SEE PAGE 2 OF 2 FOR  
"HOME IMPROVEMENT" AND  
"GARAGE IMPROVEMENT" DIMENSIONS



LEGEND	
P.O.B.	POINT OF BEGINNING
TYP	TYPICAL
●	FOUND CITY MONUMENT IN MONUMENT WELL(R1)
---	CENTERLINE
- - - -	EASEMENT R/W
— G/L —	GAS LINE 3017-01
▭	ENCROACHMENT AREA

REFERENCES			
NO.	MAP NAME	BOOK	PAGE
R1	SUBDIVISION MAP	56	28
R2	SUBDIVISION MAP	34	89
R3	GAS EASEMENT LD# 2401-02-1719	1754	532
R4	QUITCLAIM DEED	DOC-2012-0001160	

**AUTHORIZATION**  
41890510

BY: A CRON  
DR: RIM9  
CH: SDWD  
O.K.: SDWD  
DATE: 3/26/2014

**Exhibit "A"**  
**1192 MOUNTAIN VIEW BLVD.,**  
**WALNUT CREEK, CA. 94596**

PACIFIC GAS AND ELECTRIC COMPANY  
NORTH COAST CALIFORNIA

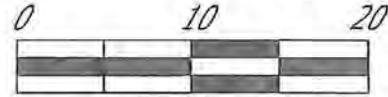


JCN \_\_\_\_\_  
AREA NORTH COAST  
COUNTY WALNUT CREEK  
SCALE AS NOTED

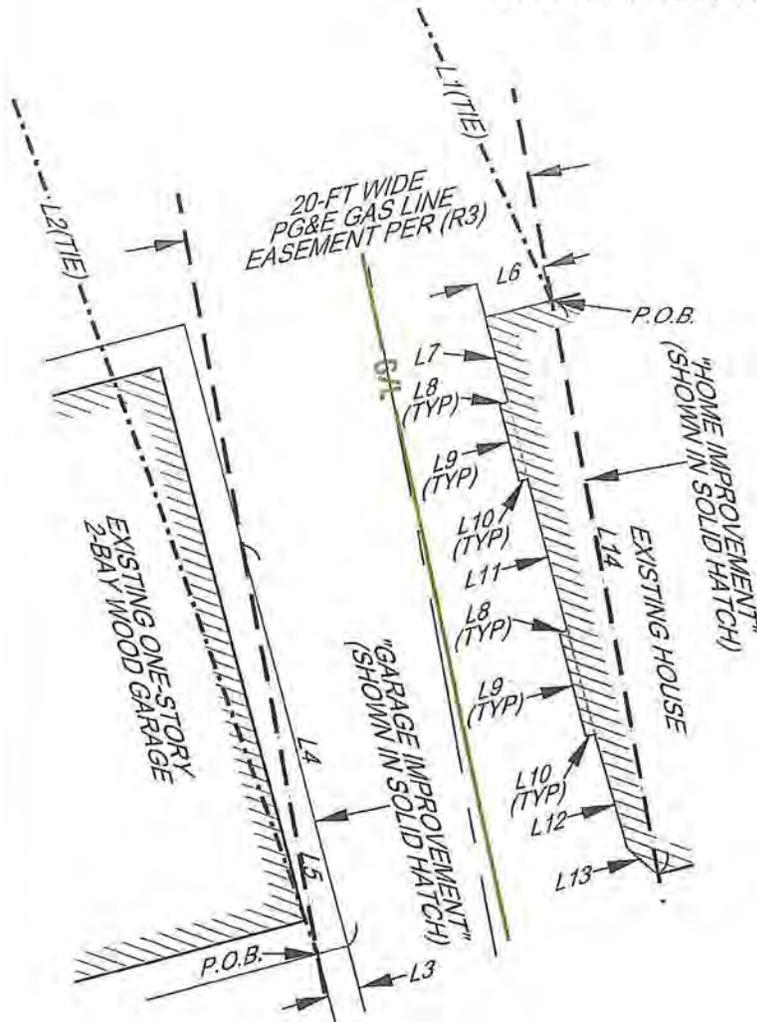
SHEET NO. 1 OF 2  
DRAWING NUMBER CHANGE  
ENA-0099

TOWNSHIP 1 NORTH, RANGE 2 WEST  
SECTION 36, M.D.B.M.

NOTE:  
"GARAGE IMPROVEMENT" = 21.12' SQ FT  
"HOME IMPROVEMENT" = 91.84' SQ FT



SCALE: 1" = 10'



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N25°04'13"W	276.40'
L2	N19°50'40"W	305.52'
L3	N75°10'01"E	1.79'
L4	N14°59'47"W	23.51'
L5	S10°37'34"E	23.58'
L6	S76°00'56"W	3.91'
L7	S14°50'21"E	4.98'
L8	S75°13'18"E	0.50'
L9	S14°46'42"E	4.45'
L10	S75°13'18"E	0.50'
L11	S15°03'46"E	8.94'
L12	S16°00'57"E	6.75'
L13	S50°13'10"E	2.28'
L14	N10°37'34"W	33.05'

LEGEND	
P.O.B.	POINT OF BEGINNING
TYP	TYPICAL
●	FOUND CITY MONUMENT IN MONUMENT WELL (R1)
---	CENTERLINE
- - -	EASEMENT R/W
G/L	GAS LINE 3017-01
▭	ENCROACHMENT AREA

REFERENCES			
NO.	MAP NAME	BOOK	PAGE
R1	SUBDIVISION MAP	56	28
R2	SUBDIVISION MAP	34	89
R3	GAS EASEMENT LD# 2401-02-1719	1754	532
R4	QUITCLAIM DEED	DOC-2012-0001160	

AUTHORIZATION  
41890510  
BY: A CRON  
DR: RIM9  
CH: SDWD  
O.K.: SDWD  
DATE: 3/26/2014

**Exhibit "A"**  
1192 MOUNTAIN VIEW BLVD.,  
WALNUT CREEK, CA. 94596  
PACIFIC GAS AND ELECTRIC COMPANY  
NORTH COAST CALIFORNIA



JCN  
AREA NORTH COAST  
COUNTY WALNUT CREEK  
SCALE AS NOTED  
SHEET NO. 2 OF 2  
DRAWING NUMBER CHANGE  
ENA-0099

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

AT&T  
Albion Power Company

Alta Power Group, LLC  
Anderson & Poole

Atlas ReFuel  
BART

Barkovich & Yap, Inc.  
California Cotton Ginners & Growers Assn  
California Energy Commission

California Hub for Energy Efficiency  
Financing

California Alternative Energy and  
Advanced Transportation Financing  
Authority  
California Public Utilities Commission  
Calpine

Cameron-Daniel, P.C.  
Casner, Steve  
Cenergy Power  
Center for Biological Diversity

Chevron Pipeline and Power  
City of Palo Alto

City of San Jose  
Clean Power Research  
Coast Economic Consulting  
Commercial Energy  
Crossborder Energy  
Crown Road Energy, LLC  
Davis Wright Tremaine LLP  
Day Carter Murphy

Dept of General Services  
Don Pickett & Associates, Inc.  
Douglass & Liddell

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

GenOn Energy, Inc.  
Goodin, MacBride, Squeri, Schlotz &  
Ritchie

Green Power Institute  
Hanna & Morton  
ICF

IGS Energy  
International Power Technology  
Intestate Gas Services, Inc.  
Kelly Group  
Ken Bohn Consulting  
Keyes & Fox LLP  
Leviton Manufacturing Co., Inc.

Los Angeles County Integrated  
Waste Management Task Force  
MRW & Associates  
Manatt Phelps Phillips  
Marin Energy Authority  
McKenzie & Associates

Modesto Irrigation District  
NLine Energy, Inc.  
NRG Solar

Office of Ratepayer Advocates  
OnGrid Solar  
Pacific Gas and Electric Company  
Peninsula Clean Energy

Pioneer Community Energy

Redwood Coast Energy Authority  
Regulatory & Cogeneration Service, Inc.  
SCD Energy Solutions  
San Diego Gas & Electric Company

SPURR  
San Francisco Water Power and Sewer  
Sempra Utilities

Sierra Telephone Company, Inc.  
Southern California Edison Company  
Southern California Gas Company  
Spark Energy  
Sun Light & Power  
Sunshine Design  
Tecogen, Inc.  
TerraVerde Renewable Partners  
Tiger Natural Gas, Inc.

TransCanada  
Utility Cost Management  
Utility Power Solutions  
Water and Energy Consulting Wellhead  
Electric Company  
Western Manufactured Housing  
Communities Association (WMA)  
Yep Energy