

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



Pacific Gas & Electric Company
GAS (Corp ID 39)
Status of Advice Letter 4384G
As of March 19, 2021

Subject: 760 El Verano Drive, Walnut Creek, California Encroachment Identified Through PG&E's Community Pipeline Safety Initiative (CPSI) Request for Approval Under Public Utilities Code Section 851 and General Order 173

Division Assigned: Energy

Date Filed: 02-17-2021

Date to Calendar: 02-19-2021

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	03-19-2021

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Kimberly Loo

415-973-4587

PGETariffs@pge.com

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



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

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

The AL status certificate indicates:

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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

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

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

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov



February 17, 2021

Advice 4384-G

(Pacific Gas and Electric Company ID U 39 G)

Public Utilities Commission of the State of California

Subject: 760 El Verano Drive, Walnut Creek, California Encroachment 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 David E. Kresse and Rachel Davis (Owners). 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 760 El Verano Drive, Walnut Creek, California (Property). PG&E holds a 20-foot wide easement (Easement) for its underground gas transmission pipeline, included herein as Attachment 1. The Easement is located near the westerly boundary of the Property and is described in Attachment 1 and shown on Attachment 2 in Exhibit "B." 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 deck, a wooden building, and a hot tub, as well as other improvements associated therewith. The Improvements do not sit near or on top of the existing PG&E pipeline. The Improvements cover 369 square feet.

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 2. 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 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 Land Transfer 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 1.3.d of the Guidelines states that "disposition" means the transfer, sale, donation, or disposition by any other means of a *fee interest* in real property. Therefore, the Encroachment Agreement 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

David Kresse and Rachel Davis
760 El Verano Drive,
Walnut Creek, CA 94598

(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 Walnut Creek, County of Contra Costa, State of California. The Property is located 760 El Verano Drive, Walnut Creek, California and is designated as Assessor's Parcel Number APN 179-251-026, more specifically described in Attachment 2. The Property is currently being used as a single family residence.

PG&E is the owner of an Easement for underground gas transmission pipeline, consisting of a strip of land of the width of 20 feet, approximately 14 feet of which lies on the Property.¹ A more specific description of the easement can be found in Attachment 1.

(c) Intended Use of the Property:

The intended use of the Property is for the existing encroaching Improvements to remain within the easement area with PG&E's consent. The encroaching Improvements are a portion of a deck, a wooden building and a hot tub including other improvements associated therewith. These Improvements and the encroachment area are shown on Attachment 2 in Exhibit "B."

(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

¹ The Easement predates the current property boundaries, and therefore, a portion of it is not located on the Owner's parcel.

(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 proposed disposal under the Agreement does not rise to the level of a right that has any realizable economic value .

(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

*****Due to the COVID-19 pandemic and the shelter at home orders, PG&E is currently unable to receive protests or comments to this advice letter via U.S. mail or fax. Please submit protests or comments to this advice letter to EDTariffUnit@cpuc.ca.gov and PGETariffs@pge.com*****

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or E-mail, no later than March 9, 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, 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 review in Thanks g 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 19, 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 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	Encroachment Agreement

***** **SERVICE LIST Advice 4384-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
725 Court Street #103
Martinez, CA 94553
(925) 646-2967

David Kresse and Rachel Davis
760 El Verano Drive,
Walnut Creek, CA 94598
david.kresse@pacbell.net



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 U39G)

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Kimberly Loo

Phone #: (415)973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: KELM@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) #: 4384-G

Tier Designation: 2

Subject of AL: 760 El Verano Drive, Walnut Creek, California Encroachment 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: 3/19/21

No. of tariff sheets: 0

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

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

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

Tariff schedules affected: N/A

Service affected and changes proposed¹: N/A

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

¹Discuss in AL if more space is needed.

Protests and 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:

Advice 4384-G
February 17, 2021

Attachment 1

PG&E's Easement



5/14/49

1734 543

Order No. 152685-1.

APR 25 1949

797

739-81

8/4-20
COPY SENT TO DIVISION

2401-02-1720

For Abstract See 3977

FOR AND IN CONSIDERATION of the sum of One (\$1) Dollar to

the undersigned in hand paid, the receipt whereof is hereby acknowledged F. A. MARSHALL, a widower -----, IRVING T. BALL, GEORGIA W. BALL, his wife, and SAN RAMON VALLEY LAND COMPANY, a corporation, all 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 "A", as designated on the map entitled "Lands of the C.C.C.C. Land Co., Walnut Creek, Cal.", which map was filed in the office of the Recorder of the County of Contra Costa, State of California, on November 11, 1909 in Volume 2 of Maps, at page 40, 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 said Lot "A", being the southwest line of the 6.216 acre parcel of land described in the deed from Elizabeth Aiman to Frank O. Wille, Jr., et ux, dated December 31, 1948 and recorded January 17, 1949 in Volume 1340 of Official Records, at page 552, which point bears westerly 20 feet at right angles from the east line of said Wille parcel; thence south 8° 29' east, 1280 feet; thence south 0° 39' east, 804 feet to a point which bears northeasterly 10 feet at right angles from the southwest line of said Lot "A", being the northeast line of Lot 10 in Block 3, 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; thence south 49° 53' 30" east parallel with said line, to the direct extension north 29° 30' east of the west line of said Lot 10.

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

East

RECORDED

CEA 1267
APR 25 1949

720

Free W 705
f Fee a - 705

1754 544

For JFB

Said pipe lines shall be laid so that the tops thereof are at least ~~eighteen (18)~~ ^{thirty six (36)} inches beneath the surface of the ground.

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

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

IN WITNESS WHEREOF, these presents are hereby signed this 23rd day of March, 1951.

F. A. Marshall

F. A. Marshall

Nora G. Marshall

Irving T. Ball

Irving T. Ball

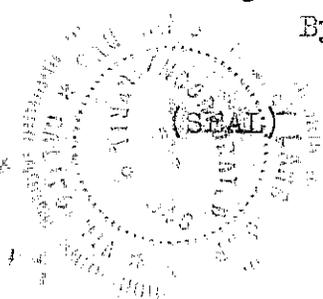
Georgia W. Ball

Georgia W. Ball

SAN RAMON VALLEY LAND COMPANY,

By *[Signature]* President.

By *[Signature]* Secretary.



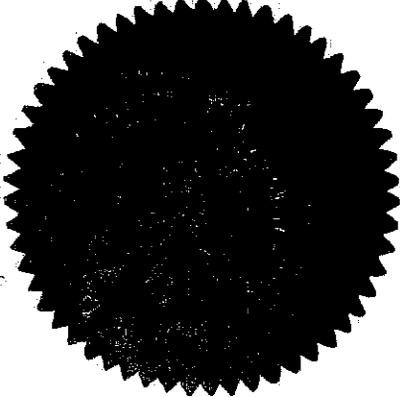
STATE OF CALIFORNIA

County of Contra Costa

ss.

LIBER 1754 PAGE 545

On this 23rd day of March in the year one thousand nine hundred and Fifty One,



before me, Eleanor L. Woods, a Notary Public in and for the County of Contra Costa, State of California, residing therein, duly commissioned and sworn, personally appeared

GORDON H. BALL and VERNON CLARK,

known to me to be the President and Secretary respectively of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same.

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

Eleanor L. Woods

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

My Commission Expires August 17, 1952.
CORPORATION ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

ss.

On this 23rd day of March in the year one thousand nine hundred and Fifty One before me ELEANOR L. WOODS

a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared F. A. MARSHALL, IRVING T. BALL and

GEORGIA W. BALL,

known to me to be the persons described in, whose names are subscribed to and who executed the within instrument, and acknowledged that they executed the same.

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

Eleanor L. Woods

Notary Public in and for said County and State.

My Commission Expires August 17, 1952

Handwritten notes and stamps at the bottom right of the page.

March 22 1951.

For and in consideration of the sum of One Dollar (\$1) to it in hand paid, receipt whereof is hereby acknowledged, AMERICAN SECURITIES COMPANY, trustee under the deed of trust from F. A. Marshall et al, to American Trust Company, dated January 9, 1946 and recorded February 20, 1946 in Volume 908 of Official Records, at page 1, covering the premises described in the annexed grant of right of way, does hereby approve of, join in and consent to said right of way.

AMERICAN SECURITIES COMPANY,

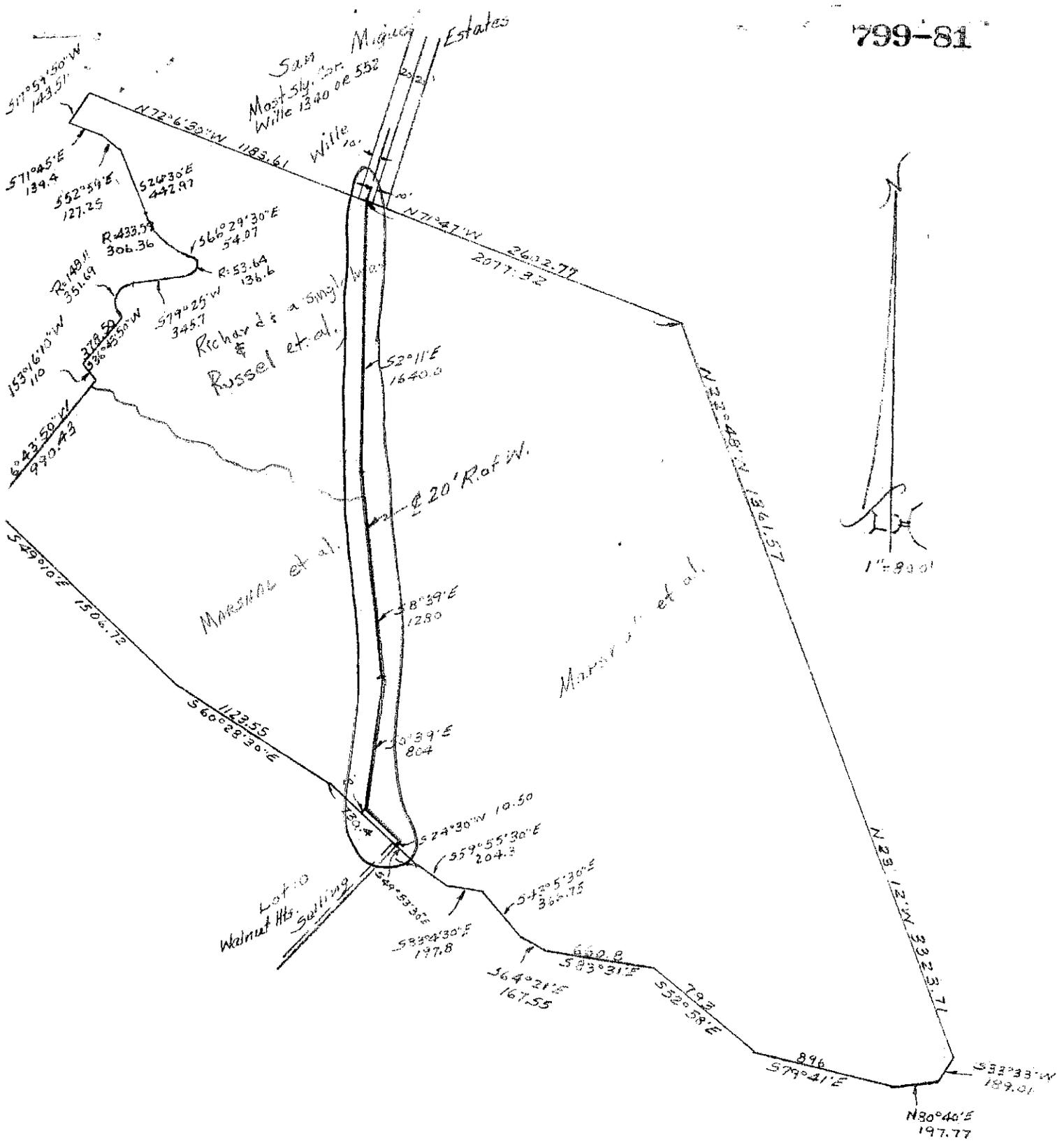
By _____

By _____

Recorded at request of Grantee
at 50 min. past 2 P.M. APR 25 1951
Fee \$ 5.00 Contra Costa County Records
Ralph Cunningham, County Recorder.

GRANTEE
APR 25 1951
50 1754 2 P.M. 543

3.00



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 CO.

CEA 1267
ACCIT 357.2
\$7500⁰⁰

799-81

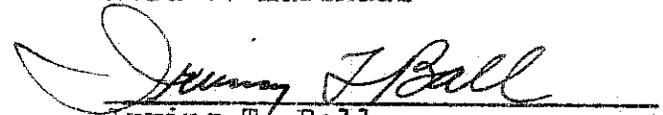
WALNUT CREEK, California,
March 23.. 1951.

\$7500.

Received of COAST COUNTIES GAS AND ELECTRIC COMPANY, a corporation, the sum of Seventy-five hundred (\$7500) Dollars in full payment of right-of-way easement dated March 1951, from the undersigned to Coast Counties Gas and Electric Company, covering land near Walnut Creek, Contra Costa County, California, including the consideration expressed in said easement.

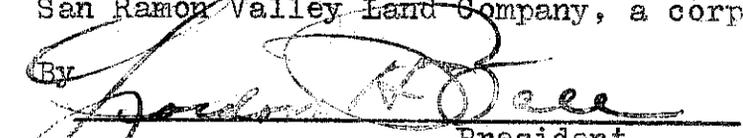

F. A. Marshall

Nora G. Marshall


Irving T. Ball


Georgia W. Ball

San Ramon Valley Land Company, a corporation,

By 
Gordon H. Ball
President

By 
Vernon Case
Secretary.

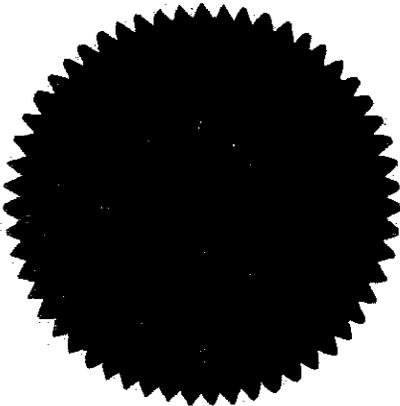
(Corporate Seal)

STATE OF CALIFORNIA

County of Contra Costa

ss.

On this 23rd day of March in the year one thousand nine hundred and Fifty One



before me, Eleanor L. Woods, a Notary Public in and for the County of Contra Costa, State of California,

residing therein, duly commissioned and sworn, personally appeared

GORDON H. BALL and VERNON CLARK,

known to me to be the President and Secretary respectively, of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same.

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

Eleanor L. Woods

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

My Commission Expires August 17, 1952
CORPORATION ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

ss.

On this 23rd day of March in the year one thousand nine hundred and Fifty One before me

ELEANOR L. WOODS a Notary Public in and for said County and State, residing therein, duly commissioned and sworn,

personally appeared F. A. MARSHALL, IRVING T. BALL, and
GEORGIA W. BALL,

known to me to be the persons described in, whose names are subscribed to and who executed the within instrument, and acknowledged that they executed the same.

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

Eleanor L. Woods

Notary Public in and for said County and State.

My Commission Expires August 17, 1952



FILED FEBRUARY 1952

401-05

514-20

REQUEST FOR CHECK G 20

No. _____

PLEASE MAKE PAYMENT OF SEVENTY-FIVE HUNDRED AND NO/100 ----- DOLLARS \$ 7500.00

To WALTER F. VANE, Special Account 799-81

ADDRESS American Trust Company, 164 California Street, San Francisco

SEND CHECK TO American Trust Company (CONFIRMATION ONLY - DO NOT DUPLICATE)

FOR Full payment of right of way easement dated March 23, 1951 covering property in Contra Costa County owned by the San Ramon Valley Land Company, a corporation.

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

CHECK NO. _____ COMPILED BY A. H. ALBIETZ

DATE 194 _____ APPROVED _____

GO-20 (60M-6-4)

SAN FRANCISCO, CALIFORNIA March 21, 1951 NO. 24

AMERICAN TRUST COMPANY 11-24
1210
264 CALIFORNIA STREET

PAY TO THE ORDER OF B. A. Marshall \$ 7500.⁰⁰

Seventy Five Hundred & no/100 DOLLARS

Walter F. Vane



514-20

3977

799-81

CONTRA COSTA COUNTY TITLE CO.

ESTABLISHED 1887

For Document See

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

MARTINEZ, CALIFORNIA
TELEPHONE 1650

RICHMOND BRANCH
2821 MACDONALD AVE.
J. S. MULLEN, MANAGER
TELEPHONE BEACON 2-3233

TITLE INSURANCE AND GUARANTY COMPANY A TRUST COMPANY

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. 152685-1
GVB/er

CONTRA COSTA COUNTY TITLE CO., a corporation, hereby reports that title to the
land hereinafter described is on **February 19, 1951** at **8:00** a. m. vested in.

F. A. MARSHALL and NORA G. MARSHALL, his wife, as joint
tenants, as to an undivided 7/12 interest; IRVING T. BALL
and GEORGIA W. BALL, his wife, as joint tenants, as to an
undivided 2/12 interest; SAN RAMON VALLEY LAND COMPANY, a
corporation, as to an undivided 3/12 interest

Subject to:

- 1- Second installment of County taxes for theyear 1950 now due in the sum of \$199.71 and becomes delinquent April 20, 1951. Said taxes also cover other property.
- 2- Central Contra Costa Sanitary District, Local Improvement District No. 8, Bond No. 697 (Assessment No. 8-47-1) issued August 1, 1950 in the original sum of \$17,500, payable to the County Treasurer in ten equal annual installments on November 15 and becomes delinquent on January 2 of each year. Interest at the rate of 6% per annum, payable semi-annually on November 15 and May 15 of each year and delinquent January 2 and July 2, respectively. Said assessment also covers other property.
1950 installment of principal, paid.
First installment of interest for theyear 1950, paid; second installment will be \$472.50.
- 3- Perpetual restrictions (no racial restrictions included) as provided for in the deed from Walnut Creek Development Co., to R. N. Burgess Mortgage Co., dated September 6, 1910 and recorded October 26, 1910 in Volume 160 of Deeds, at page 11. Reversionary clause.

(over)

- 4- Deed of trust made by Gordon H. Ball and Dorothy Ball, his wife, to American Securities Company, trustee for American Trust Company, dated January 9, 1946 and recorded February 20, 1946 in Volume 908 of Official Records, at page 1, to secure a promissory note in the sum of \$40,000. Said deed of trust also covers other property.

-0-

Reference for future tax bill numbers:

912217 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:

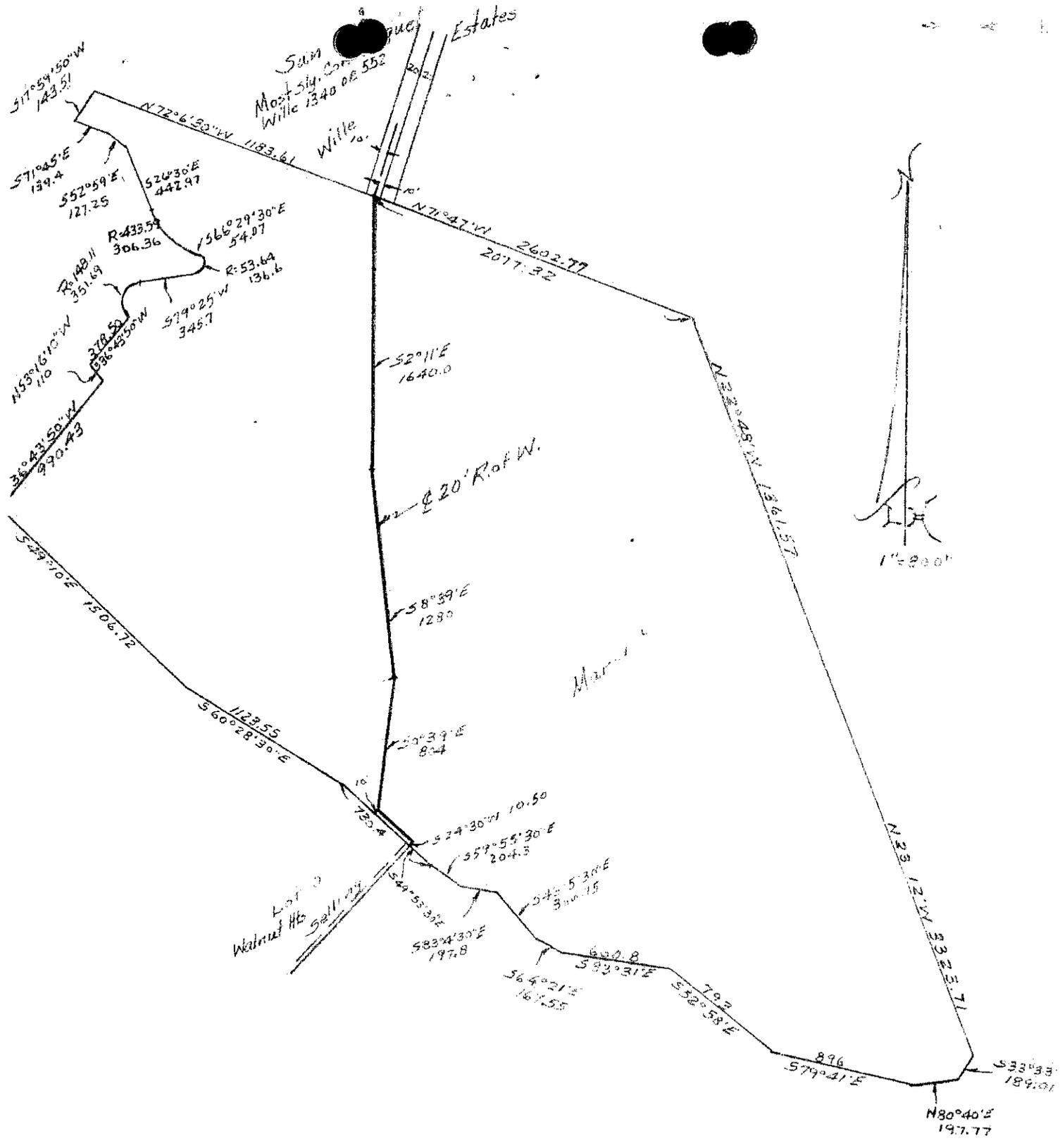
The right of way granted in the deed from F. A. Marshall, et al, to Coast Counties Gas and Electric Company, dated February 21, 1951 and recorded (File No.), as follows:

"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 'A', as designated on the map entitled 'Lands of the C.C.C.C. Land Co., Walnut Creek, Cal.', which map was filed in the office of the Recorder of the County of Contra Costa, State of California, on November 11, 1909 in Volume 2 of Maps, at page 40, 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 said Lot 'A', being the southwest line of the 6.216 acre parcel of land described in the deed from Elizabeth Aiman to Frank O. Wille, Jr., et ux, dated December 31, 1948 and recorded January 17, 1949 in Volume 1340 of Official Records, at page 552, which point bears westerly 20 feet at right angles from the east line of said Wille parcel; thence from said point of beginning south 2° 11' east, 1640 feet; thence south 0° 29' east, 1280 feet; thence south 0° 39' east, 804 feet to a point which bears northeasterly 10 feet at right angles from the southwest line of said Lot 'A', being the northeast line of Lot 10 in Block 3, 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; thence south 49° 53' 30" east parallel with said line, to the direct extension north 29° 30' east of the west line of said Lot 10.

Said pipe lines may, in so far as the interest 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.

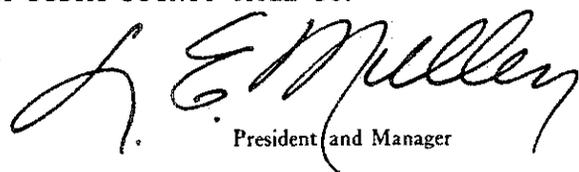
CONTRA COSTA COUNTY TITLE CO.

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

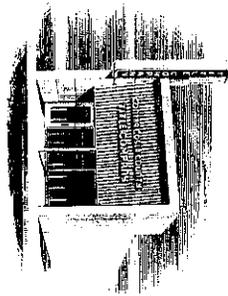
TITLE INSURANCE AND GUARANTEE COMPANY A TRUST COMPANY

130 MONTGOMERY ST
SAN FRANCISCO, CALIF

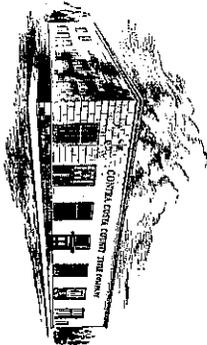
AFFILIATED OFFICES

COUNTY	NAME OF COMPANY	ADDRESS
BUTTE	BUTTE COUNTY TITLE COMPANY	OROVILLE
COLUSA	COLUSA COUNTY TITLE COMPANY	COLUSA
CONTRA COSTA	CONTRA COSTA COUNTY TITLE COMPANY	MARTINEZ
DEL NORTE	BELCHER ABSTRACT & TITLE COMPANY	CRESCENT CITY
FRESNO	SAN JOAQUIN ABSTRACT and TITLE COMPANY	FRESNO
GLEN	GLEN COUNTY TITLE COMPANY	WILLOWS
HUMBOLDT	BELCHER ABSTRACT & TITLE COMPANY	EUREKA
KINGS	KINGS COUNTY ABSTRACT COMPANY	HANFORD
LAKE	LAKE COUNTY TITLE and ABSTRACT COMPANY	LAMPORT
LAGSEN	LAGSEN COUNTY TITLE GUARANTEE CO.	SUSANVILLE
MARIN	MARIN COUNTY ABSTRACT COMPANY	SAN RAFAEL
MENDOCINO	MENDOCINO COUNTY TITLE COMPANY	UKIAH
MERCED	MERCED COUNTY TITLE COMPANY	MERCED
MOJOC	MOJOC COUNTY TITLE COMPANY	ALTIBRAS
MONTREY	SALINAS TITLE GUARANTEE COMPANY	SALINAS
NAVA	NAVA COUNTY TITLE COMPANY	NAVA
PLACER	PLACER COUNTY TITLE COMPANY	AUBURN
PLUMAS	PLUMAS COUNTY ABSTRACT AND TITLE CO. QUINCY	
SACRAMENTO	SACRAMENTO ABSTRACT and TITLE CO.	SACRAMENTO
SAN BENITO	SAN BENITO TITLE GUARANTEE COMPANY	HOLLISTER
SAN MATEO	SAN MATEO COUNTY TITLE COMPANY	REDWOOD CITY
SANTA CRUZ	SANTA CRUZ COUNTY TITLE COMPANY	SANTA CRUZ
SHASTA	SHASTA COUNTY TITLE COMPANY	REDDING
SISKIYOU	SISKIYOU COUNTY ABSTRACT COMPANY	YREKA
SOLANO	SOLANO COUNTY TITLE COMPANY	FAIRFIELD
SONOMA	SONOMA COUNTY ABSTRACT BUREAU	SANTA ROSA
STANISLAUS	STANISLAUS COUNTY TITLE COMPANY	MODESTO
SUTTER	SUTTER COUNTY TITLE COMPANY	YUBA CITY
TEHAMA	TEHAMA COUNTY TITLE COMPANY	RED BLUFF
TRINITY	SHASTA COUNTY TITLE CO.	REDDING
YOLO	YOLO COUNTY TITLE ABSTRACT COMPANY	WOODLAND
YUBA	YUBA COUNTY TITLE GUARANTEE CO.	MARSHVILLE

PRELIMINARY REPORT
For a Policy of
TITLE INSURANCE



2821 MACDONALD AVENUE IN RICHMOND



OPPOSITE THE POST OFFICE
IN MARTINEZ

ISSUED BY
CONTRA COSTA COUNTY
TITLE CO.
MARTINEZ, CALIFORNIA

ALL INSTRUMENTS AND MONEY INCIDENTAL TO THE TRANSACTION FOR WHICH THIS REPORT WAS OBTAINED MAY BE DEPOSITED WITH THE COMPANY. THE COMPANY WILL THEREAFTER CONTINUE THE EXAMINATION OF THE TITLE TO THE DATE OF CLOSING AND PURSUANT TO INSTRUCTIONS WILL DELIVER OR RECORD ALL INSTRUMENTS AND DISBURSE THE MONEY.

Advice 4384-G
February 17, 2021

Attachment 2

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 179-251-026)
LD# 2401-02-_____

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this “**Agreement**”) is made and entered into this ____ day of _____, 2019 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “**PG&E**”, and DAVID E. KRESSE and RACHEL DAVIS, husband and wife, hereinafter 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 179-251-026 (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 or pipelines for the transportation of gas and for all other purposes connected therewith, as set forth in the Grant of Easement recorded April 25, 1951 in Liber 1754 of Official Records at page 543, 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 deck, hot tub, and a wooden building, including other improvements associated therewith (the “**Improvements**”) 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.

D. PG&E has determined that the Improvements, do not interfere with the present full use of the Easement Area by PG&E, and PG&E is therefore willing to agree to allow 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 11.8 feet (with a total calculated area of 369 square feet), in the manner and location as more specifically set forth in Exhibit “B” subject to the terms and conditions set forth herein. In addition, 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, 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, and that PG&E intends to implement those operational needs, use or maintain the facilities installed, or install additional facilities in the vicinity of the easement area. In the event of such termination, the cost of removing the Improvements shall be the responsibility of PG&E. Upon termination, all Improvements that encroach upon that portion of the Easement must be removed and the Easement Area and property restored as nearly as possible to the condition that existed prior to the termination including existing hardscape and landscape features. Owners may elect to self-perform this removal and restoration work. Should Owners elect to self-perform, a reasonable cost-estimate must**

be submitted to PG&E for review and approval before work is initiated. PG&E shall pay Owners the approved amount from the cost-estimate within (10) business days of receiving notification of the completed work from Owners. If Owners elect not to self-perform, or Owners fail to remove the Improvements that must be removed pursuant to the terms of this paragraph, and to restore the Easement Area within ninety (90) days, PG&E may perform such removal, repair, or restoration as necessary.

(Owners to initial here RD, DK)

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**”), to the extent said Claims 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 the use or occupancy of the Easement Area by Owners, 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 B30A
San Francisco, California 94120
Attention: Grant Guerra

If to Owners:

David Kresse and Rachel Davis
760 El Verano Drive
Walnut Creek, CA 94598

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.

23. Amendment. This agreement may be amended by written agreement signed by both parties that is approved by the California Public Utilities Commission (the "CPUC").

[Signatures on Following Page]

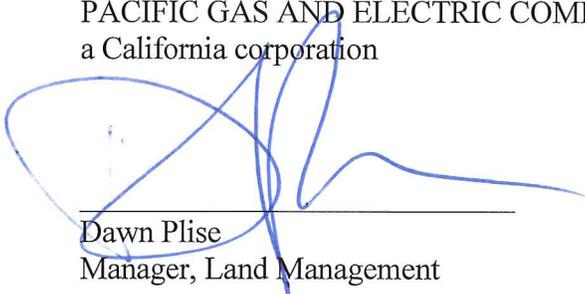
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

“PG&E”

“Owners”

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

DAVID E. KRESSE and RACHEL DAVIS,
husband and wife



Dawn Plise
Manager, Land Management

David E. Kresse

Rachel Davis

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 OCTOBER 2, 2019, before me, STEPHEN M. HUGHES, NOTARY PUBLIC,
Here insert name and title of the officer
personally appeared DAWN PLISE

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.

Stephen M. Hughes
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 DAVID E. KRESSE A MARRIED MAN, WHO ACQUIRED TITLE AS AN UNMARRIED MAN AND RACHEL DAVIS, A MARRIED WOMAN, WHO ACQUIRED TITLE AS AN UNMARRIED WOMAN TO DAVID E. KRESSE AND RACHEL DAVIS, HUSBAND AND WIFE AS JOINT TENANTS, RECORDED AS DOCUMENT NUMBER 99-0031363-00, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

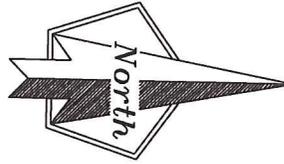
LOT 36, AS SHOWN ON THE MAP OF TRACT NO. 2079, WHICH MAP WAS FILED ON AUGUST 18, 1954, IN BOOK 54 OF MAPS, AT PAGE 41, IN THE OFFICE OF THE COUNTY OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

APN: 179-251-026

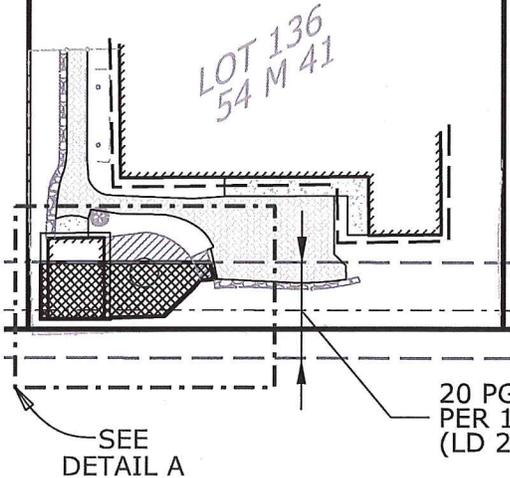
EL VERANO DR.

KRESSE & DAVIS
 APN 179-251-026
 DOC. #99-0031363-00

PORTION OF RANCHO
 SAN MIGUEL

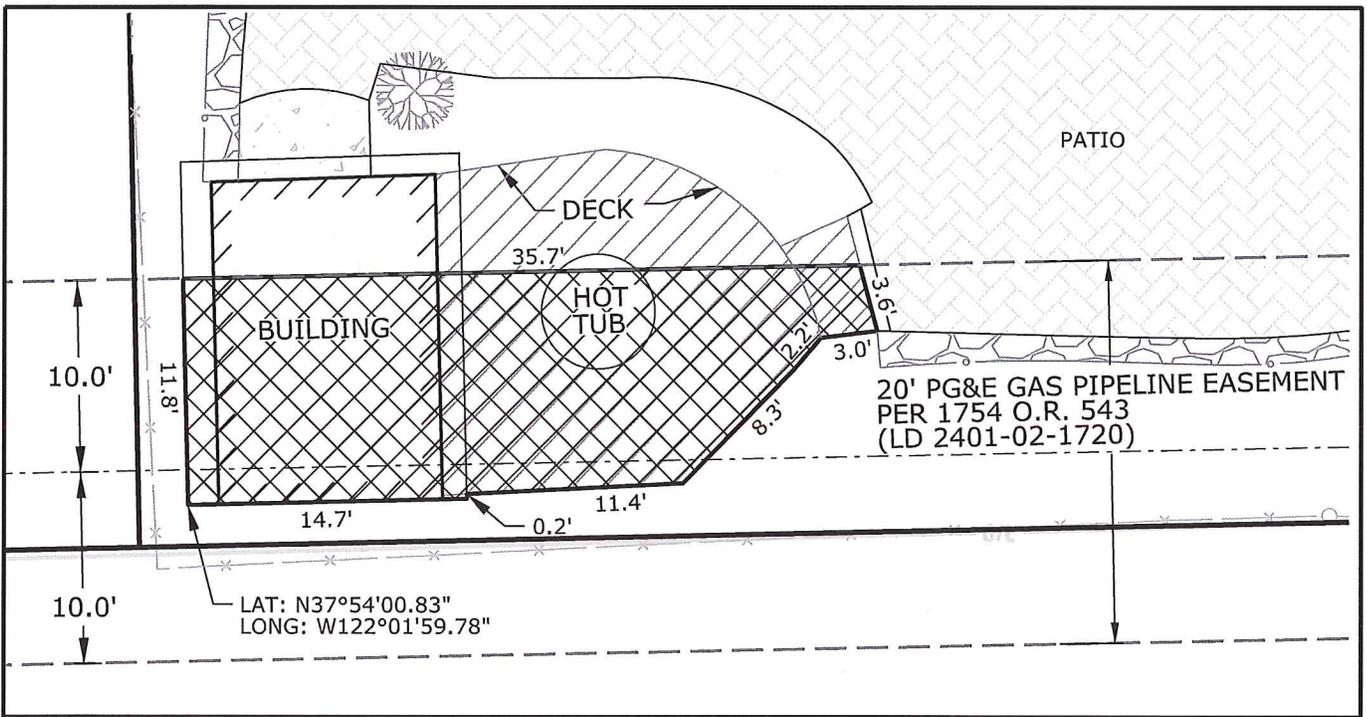


0 5 10
 1 INCH = 10 FEET



LEGEND

- - SUBJECT PARCEL LINE
- - - - - PG&E EASEMENT LINE
- G/L — - GAS LINE L-177A (12")
- //// - BUILDING FOOTPRINT AT GROUND LEVEL
- - BUILDING OVERHANG / AWNING



2/14/18

DETAIL A
 SCALE: 1"=10'



ENCROACHMENT AREA

AREA = 369+/- SQ. FT.

REF. DWG NO. ENB-0791

AUTHORIZATION	8150820
BY	I. SANCHEZ
DR	I. SANCHEZ
CH	J. LENAHER
O.K.	S. WILSON
DATE	02/12/2018

EXHIBIT "B"
 GAS LINE L-3017-01
 760 EL VERANO DR.
 WALNUT CREEK, CALIFORNIA
 PACIFIC GAS AND ELECTRIC COMPANY
 San Francisco California



PROJ. NO.	RW_C_1169_16	
AREA	NORTHCOAST	
COUNTY	CONTRA COSTA	
SCALE	1 INCH = 10 FEET	
SHEET NO.	1	OF 1
DRAWING NUMBER	ENA-0204	CHANGE
		0

**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