

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



Pacific Gas & Electric Company
GAS (Corp ID 39)
Status of Advice Letter 4417G
As of May 21, 2021

Subject: Grant of Easement to Central Contra Costa County Sanitary District for additional easement width Request for Approval Under Public Utilities Code Section 851, pursuant to General Order 173

Division Assigned: Energy

Date Filed: 04-02-2021

Date to Calendar: 04-07-2021

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	05-20-2021

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Annie Ho

(415) 973-8794

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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



April 2, 2020

Advice 4417-G

(Pacific Gas and Electric Company ID U 39 G)

Public Utilities Commission of the State of California

Subject: Grant of Easement to Central Contra Costa County Sanitary District for additional easement width – Request for Approval Under Public Utilities Code Section 851, pursuant to General Order 173

Purpose

Pacific Gas and Electric Company (PG&E) requests Public Utilities Commission (CPUC or Commission) approval under Public Utilities Code Section 851 (Section 851) and General Order (GO) 173 to enter into the Grant of Easement Agreement (Attachment 1) for Central Contra Costa County Sanitary District (District). District's existing easement is 12.5' wide and District needs to acquire an additional 7.5' for a new total width of 20'. District has agreed to grant consent to PG&E's proposed facilities crossing District's sewer line.

A copy of the PG&E's Grant of Easement Agreement is attached hereto as **Attachment 1**. PG&E has inspected the property and has determined that granting the easement will not interfere with PG&E's current or future electric or gas operations or its ability to provide utility service to its customers. In addition, the granting of the Grant of Easement will not be adverse to the public interest but instead will serve the public interest by devoting land in support of the District's existing facilities for the safety and reliability of their facilities to the public.

Background

PG&E purchased the property (SBE 135-07-164-1) at (APN 238-060-021-9) 3244 Andreasen Drive in the City of Lafayette (**see Attachment 3**), which contains an existing District easement. PG&E acquired the property in order to expand our gas facilities at Reliez Regulator Station and will install new facilities to enable the on-going In-Line Inspection (ILI) of our gas transmission pipeline. In order to construct the new facilities, PG&E must cross District's sewer line which lies within their existing exclusive easement (**see Attachment 5**). District requested that their existing sewer easement width be expanded in order to meet today's business standards. District and PG&E have entered into a Memorandum of Understanding (MOU) regarding the Grant of Easement to the District (**see Attachment 2**). PG&E's has evaluated and accepted

District's fair market valuation for the easement (**see Attachment 4**). PG&E has concluded that the new easement width for District will not interfere with PG&E's proposed gas facilities and infrastructure.

District is requesting a Grant of Easement in order to make the easement width a total of 20'. District is not planning on installing new facilities but is requesting to expand the easement width to meet today's business standards. The additional easement width will contain an exclusive subsurface and nonexclusive surface rights (see Attachment 1).

For all of the above reasons, PG&E requests that the Commission approve this Section 851 request for the Grant of Easement in order to meet current operational standards. This will not impair PG&E's provisions of safe and reliable utility service to our customers.

Tribal 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). On January 14, 2021, the Commission adopted Resolution E-5076 which established Guidelines to Implement the Tribal Land Policy (Guidelines).

Section 1.3d 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 easement that is the subject of this Advice Letter is not covered by the Policy.

Other Information

In accordance with General Order 173, Rule 4, PG&E provides the following information related to the proposed transaction:

(a) Identity and Addresses of All Parties to the Proposed Transaction:

Pacific Gas and Electric Company	Contra Costa County Sewer District
Steven Frank	(District) Roger S, Bailey
Law Department	General Manager
P.O. Box 7442	5019 Imhoff Place
San Francisco, CA 94120	Martinez, CA 94553
Telephone: (415) 973-6976	Telephone: (925) 228-9500
Facsimile: (415) 973-5520	webmail@centralsan.org
Email: steven.frank@pge.com	

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

The Property is located at 3244 Andreasen Drive in the City of Lafayette, (Assessor's Parcel No. 238-060-021-9, approximate .525 acres), Parcel A as

shown upon the Record of Survey in Book 70 of L.S.M. at page 20, filed for record on March 23, 1982, Contra Costa County Records.

PG&E recently purchased the property and the transaction was recorded on August 13, 2019 in Official Series number 2019-9012785700004, Contra Costa County.

The property currently has a building on it that PG&E will demolish in order to expand the Reliez Regulator Station and construct the ILI Receiver for our gas transmission facilities.

(c) Intended Use of the Property:

Upon CPUC approval of the Grant of Easement to District, they will continue to use the easement for their sewer operations in order to serve the public.

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

PG&E will receive monetary compensation from District for the additional easement width that they are requesting. District will pay PG&E \$17,000 for the additional easement width (**see Attachment 4**).

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

PG&E will account for this one-time fee as Gas Other Operating Revenue.

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

There is no impact to PG&E's rate base nor will granting the additional easement width affect PG&E's ability to provide reliable service to its customers and the 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 offer of compensation was based on a valuation performed by Dunn & Associates, an appraisal firm qualified to value the proposed easement. The appraiser used the comparable sales methodology which uses recent transactions of similar types of property to determine a fair market value for the subject property. The valuation analyzed seven similar local property sales and two current listings of land to determine a value of \$30.00 per square foot for the subject property. That amount was applied to the 750 square feet for the proposed easement. Using this methodology, the fair market value of the Easement was valued at \$17,000 using 75% of the fee value. 75% of fee value for the easement is reasonable due to impacts and property rights transferred over the easement area on the subject property. PG&E has reviewed the valuation and support the appraised amount of \$17,000 and the valuation methodology used to determine the fair market 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:

PG&E purchased the property identified as Assessor's Parcel Number 238-060-021-9, on August 13, 2019 in Official Series number 2019-9012785700004, Contra Costa County Records, in order to expand the Reliez Regulator Station and construct the new facilities to enable the on-going In-Line Inspection (ILI) of our gas transmission pipeline.

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

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

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

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

PG&E is not aware of any additional information that 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.

This transaction is not a project under CEQA. Central Contra Costa County Sanitary District is only asking, and PG&E has agreed, to expand their current easement width from 12.5' wide to 20' wide. There is no CEQA project associated with this request.

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 April 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, 4th Floor
San Francisco, California 94102

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

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

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

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

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

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

Effective Date

Pursuant to the review process outlined in General Order 173, PG&E requests that this Tier 2 advice letter become effective on May 2, 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 submittal can also be accessed electronically at: <http://www.pge.com/tariffs>.

/S/

Erik Jacobson
Director, Regulatory Relations

Attachments

Attachment 1 - 2401-02-10016 Grant of Easement
Attachment 2 - Memorandum of Understanding (MOU)
Attachment 3 - Grant Deed (PG&E Property)
Attachment 4 - Easement Offer Letter

Attachment 5 - Agreement Relating to Real Property
Attachment 6 - 3rd Party Request

***** SERVICE LIST for Advice 4417-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
Division of Ratepayer Advocates
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

*****AGENCIES*****

Deborah Cooper
Contra Costa County Clerk
555 Escobar St., Martinez, CA 94553
(925) 335-7900

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

Contra Costa County Sewer District (District) Roger
S, Bailey
General Manager
5019 Imhoff Place
Martinez, CA 94553
Telephone: (925) 228-9500
webmail@centralsan.org



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) #: 4417-G

Tier Designation: 2

Subject of AL: Grant of Easement to Central Contra Costa County Sanitary District for additional easement width – Request for Approval Under Public Utilities Code Section 851, pursuant to 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: 5/2/21

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:

Service affected and changes proposed¹: N/A

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

¹Discuss in AL if more space is needed.

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

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

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

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

Attachment 1

2401-02-10016 Grant of Easement

RECORDING REQUESTED BY:

**CENTRAL CONTRA COSTA
SANITARY DISTRICT**

AFTER RECORDING RETURN TO:

CENTRAL CONTRA COSTA
SANITARY DISTRICT
PLANNING& DEV SVCS DIVISION
5019 IMHOFF PLACE
MARTINEZ, CA 94553-4392

LD 2401-02-10116

District Project No.1554
Parcel No. 12A
APN: 238-060-021

GRANT OF EASEMENT (SEWER PURPOSES)

For good and valuable consideration, PACIFIC GAS & ELECTRIC COMPANY (hereinafter "Owner"), does hereby grant to the CENTRAL CONTRA COSTA SANITARY DISTRICT (hereinafter "District"), a special district of the State of California, an exclusive subsurface easement and a nonexclusive surface easement for the right to construct, reconstruct, renew, alter, operate, maintain, replace (with the initial or any other size) and repair such sewer line or lines as the District shall from time to time elect for conveying sewage, and all necessary maintenance access structures, laterals and appurtenances thereto, over and within such easement area as is described in Exhibit "A" and shown on Exhibit "B" (plat), attached hereto, together with the free right of ingress, egress and emergency access to said easement over and across the remaining portion of the Owner's property, provided that said rights of ingress, egress and emergency access shall be limited to established roadways, pathways, avenues or other routes to the extent possible and as reasonably necessary for the proper use of the rights granted herein.

The Owner reserves the right to landscape or make such other use of the lands included within the easement which is consistent with the District's use; however, such use by the Owner shall not include the planting of trees or construction of permanent structures, including but not limited to houses, garages, car ports, outbuildings, swimming pools, fountains, ponds, artificial streams, retaining walls requiring building permits (three feet or greater in height) or having pier foundations or spread footings greater than eighteen-inches wide by twelve-inches thick, decks, barbeques, or other structures within or over the easement, or any other activity which may interfere with the District's full enjoyment of the easement rights granted herein.

Maintenance access structures (manholes, rodding inlets, etc.) constructed within the easement shall not be covered by earth or other material and shall remain in an exposed and accessible condition at all times for routine and/or emergency maintenance that may be deemed necessary by the District from time to time.

The provisions of this grant shall inure to the benefit of and be binding upon the heirs, successors, assigns, and personal representatives of the respective parties.

In witness whereof, Owner executed this instrument on this _____ day of _____, 2020.

Pacific Gas & Electric Company

Title:

[ATTACH NOTARY STATEMENT]

EXHIBIT "A"
SANITARY SEWER EASEMENT

REAL PROPERTY in the City of Lafayette, County of Contra Costa, State of California, described as follows:

Portions of LOT "A" as shown upon the Record of Survey filed on March 23, 1982 in Book 70 of Land Surveyors Maps at Page 20, Contra Costa County records (70 LSM 20) described as follows:

SUB-PARCEL 1

A strip of land of the uniform width of 6.50 feet extending from the northerly boundary line of said LOT "A" to the southerly boundary line of said LOT "A" and lying contiguous to and easterly of the line described follows:

Commencing at a found 1-inch iron pipe stamped "LS 7893" as said 1-inch iron pipe is shown upon the Corner Record filed on June 12, 2017 in Book 168 of Corner Records at Page 8, said county records (168 CR 8); thence south 88° 27' 27" west 925.70 feet (calculated as south 88° 27' 42" west 925.67 feet per 377 M 22) along the centerline of Olympic Boulevard to a found brass disk monument as shown upon the Final Map of Subdivision 7896 filed on January 24, 1995 in Book 377 of Maps at Page 22 (377 M 22), Contra Costa County records; thence leaving said centerline south 88° 18' 43" west 342.81 feet to the point of intersection of the northerly boundary line of said LOT "A" with the easterly line of a 12.50 foot wide Sewer Easement filed on April 15, 1981 in Book 10283 of Official Records at Page 687 (10283 OR 687), herein for convenience called Point "A", said point also being the **POINT OF BEGINNING** of the following described line; thence leaving said northerly boundary line of said LOT "A" and running along the easterly line of said 12.50 foot wide Sewer Easement south 10° 24' 58" west 100.04 feet to the southerly boundary line of said LOT "A" being the Point of Terminus of the described line; the side lines of said strip shall be lengthened or shortened so as to terminate at said northerly and southerly boundary lines of said LOT "A".

Containing an area of 650 square feet, more or less.

SUB-PARCEL 2

A strip of land of the uniform width of 1.00 foot extending from the northerly boundary line of said LOT "A" to the southerly boundary line of said LOT "A" and lying contiguous to and westerly of the line described follows:

Commencing at said Point "A" from a radial line that bears south 12° 05' 06" west, westerly along the northerly boundary line of said LOT "A" on a curve to the right, having a radius of 1462.69 feet, through a central angle of 00° 29' 24" an arc distance of 12.51 feet to the point of intersection of the northerly boundary line of said LOT "A" with the westerly line of said 12.50 foot wide Sewer Easement (10283 OR 687), said point being the **POINT OF BEGINNING** of the following described line; thence leaving said northerly boundary line of said LOT "A" and running along the westerly line of said 12.50 foot wide Sewer Easement south 10° 24' 58" west 100.07 feet to the southerly boundary line of said LOT "A" being the Point of Terminus of the described line; the side lines of said strip shall be lengthened or shortened so as to terminate at said northerly and southerly boundary lines of said LOT "A".

Containing an area of 100 square feet, more or less.

The bearings used in the foregoing description are on the California Coordinate System (CCS83), Zone 3 and are based on Global Positioning System (GPS) observations. The bearing of the centerline of Olympic Boulevard as established by these observations is South 88° 27' 27" West. The bearing of said line as shown upon the Final Map of Subdivision 7896 filed for record January 24, 1995 in Book 377 of Maps at Page 22, Alameda County Records is South 88° 27' 42" West.

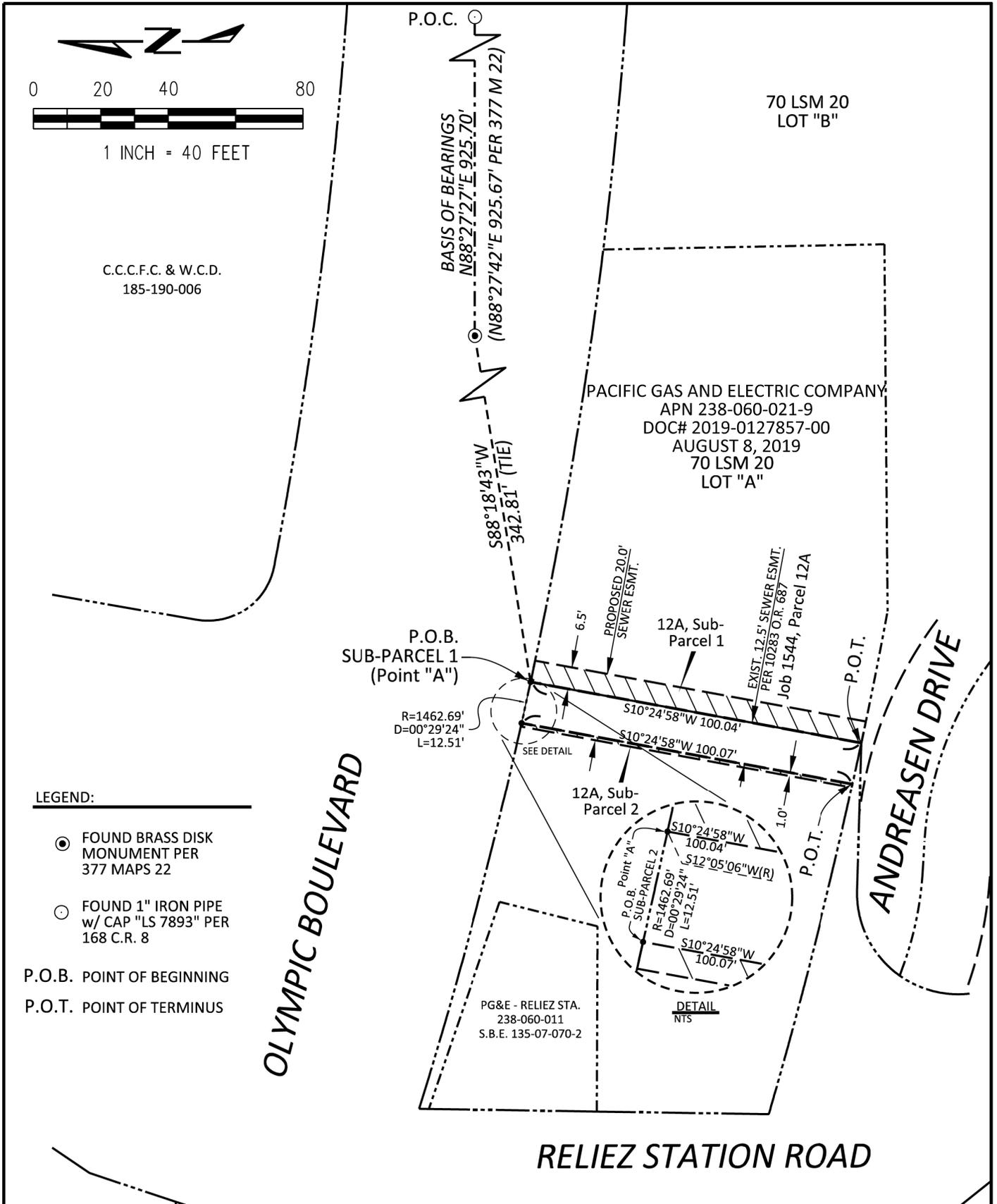
Attached hereto is a plat entitled Exhibit "B" and by this reference is made a part hereof.

Timothy Kelly

4/24/2020



EXHIBIT "B"
CENTRAL CONTRA COSTA SANITARY DISTRICT
RIGHT OF WAY MAP for SEWER



LEGEND:

- FOUND BRASS DISK MONUMENT PER 377 MAPS 22
- FOUND 1" IRON PIPE w/ CAP "LS 7893" PER 168 C.R. 8

P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINUS

DRAWN BY: EMW/MEC	CHECKED BY: TPK	SYSTEM MAP: 72D4	JOB NO.: 1544
SCALE: 1" = 40'	DATE: APRIL 23, 2020	ASSESSOR'S PARCEL NO. (APN): 238-060-021	PARCEL NO.: 12A

Attachment 2

Memorandum of Understanding (MOU)

MEMORANDUM OF UNDERSTANDING (MOU) between

Pacific Gas and Electric (PG&E)

and

Central Contra Costa Sanitary District (Central San)

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the obligations of each party as they relate to PG&E's purchase of real property located at 3244 Andreasen Drive, Lafayette, California, APN: 238-060-021-9 (the "Property"), which is encumbered with a certain right of way and easement owned by Central San, dated April 1, 1981 and recorded in Book 10283 Page 687, Official Records of the County of Contra Costa, State of California (the "Easement").

In particular, this MOU is intended to memorialize:

- Central San's intent to grant consent, in the form of a recordable Agreement Relating to Real Property (RPA), for PG&E to cross its Easement on the Property with compatible gas transmission facilities upon PG&E's acquisition of the Property.
- PG&E's intent to grant an additional easement to Central San for the purposes of widening their existing Easement to 20 feet upon PG&E's acquisition of the Property.

II. BACKGROUND

PG&E currently operates a natural gas transmission pipeline that runs from Pittsburg into Walnut Creek, Lafayette, and north to Martinez. This gas line is the primary source of natural gas for Walnut Creek, Alamo, Danville, Lafayette, Moraga, Orinda, and Pleasant Hill. PG&E's purchase of the Property is required to enable the on-going In-Line inspection of this pipeline. Close of escrow on the Property is expected to be completed by August 12, 2019.

In order to construct these new facilities, PG&E must cross Central San's existing sewer line which lies within said Easement on the Property. Additionally, Central San seeks to acquire an additional easement to meet current operational standards.

III. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Central San agrees to grant consent to PG&E's occupation of its Easement on the Property as outlined in Exhibit A, RPA, in August 2019.
2. PG&E agrees to amend the existing Grant of Easement for additional width that is non-exclusive surface and exclusive subsurface easement to Central San on the Property upon:

- a. CCCSD to provide an independent appraisal conducted by an appraiser licensed by the Office of Real Estate Appraisers.
- b. PG&E to file and receive CPUC 851 approval to dispose of property within 3 to 9 months of receipt of acceptable appraisal report and offer of compensation.

IV. FUNDING

Market Value compensation is only required from CCCSD for the new encumbrance created by the future grant of easement by PG&E. PG&E shall pay the standard fees for Real Property Agreement, application and inspections, per the current CCCSD ordinance for Environmental and Development-Related Fees and Charges.

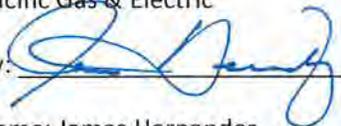
V. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of PG&E and CCCSD authorized officials.

PG&E and CCCSD indicate agreement with this MOU by their signatures.

Signatures and dates

Pacific Gas & Electric

By: 
Name: James Hernandez

Its: Land Acquisition Supervisor

Date: August 27, 2019

Central Contra Costa Sanitary District

By: _____

Name: David R. Williams

Its: President of the Board of Directors

Date: _____

- a. Central San to provide an independent appraisal conducted by an appraiser licensed by the Office of Real Estate Appraisers.
- b. PG&E to file and receive CPUC 851 approval to dispose of property within 3 to 9 months of receipt of acceptable appraisal report and offer of compensation.

IV. FUNDING

Market Value compensation is only required from Central San for the new encumbrance created by the future Grant of Easement by PG&E. PG&E shall pay the standard fees for Real Property Agreement, application and inspections, per the current Central San ordinance for Environmental and Development-Related Fees and Charges.

V. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of PG&E and Central San authorized officials.

PG&E and Central San indicate agreement with this MOU by their signatures.

Signatures and dates

Pacific Gas & Electric

By: _____

Name: James Hernandez

Its: Land Acquisition Supervisor

Date: _____

Central Contra Costa Sanitary District

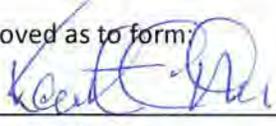
By: 

Name: Roger S. Bailey

Its: General Manager

Date: 9/4/19

Approved as to form:



Kenton L. Alm, Esq.
Counsel for the District

RESOLUTION NO. 2019-053

A RESOLUTION OF THE CENTRAL CONTRA COSTA SANITARY DISTRICT
EXECUTING AND RECORDING A REAL PROPERTY AGREEMENT
3244 ANDREASEN DRIVE IN LAFAYETTE
(APN: 238-060-021-9)

BE IT RESOLVED by the Board of Directors of Central Contra Costa Sanitary District (Central San) as follows:

THAT Central San is hereby authorized to execute a Real Property Agreement and a Memorandum of Understanding with the following property owner related to the indicated property:

Assessors' Parcel No.: 238-060-021-9
Property Owner(s): Pacific Gas and Electric Company
Site Address: 3244 Andreasen Drive, Lafayette

THAT the General Manager is hereby authorized to execute the Real Property Agreement and the Memorandum of Understanding for, and on behalf, of Central San; and

THAT staff is authorized to record the Real Property Agreement with the office of the Recorder of Contra Costa County.

PASSED AND ADOPTED this 15th day of August, 2019, by the Board of Directors of Central San by the following vote:

AYES: Members: Causey, McGill, Nejedly, Pilecki, Williams
NOES: Members: None
ABSENT: Members: None



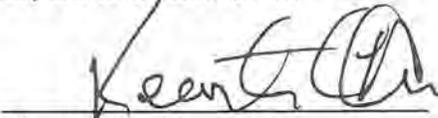
David R. Williams
President of the Board of Directors
Central Contra Costa Sanitary District
County of Contra Costa, State of California

COUNTERSIGNED:



Katie Young
Secretary of the District
Central Contra Costa Sanitary District
County of Contra Costa, State of California

Approved as to form:



Kenton L. Alm, Esq.
Counsel for the District

I, Donna M. Anderson, Secretary Pro Tem of the Central Contra Costa Sanitary District, of the County of Contra Costa, State of California, do hereby certify that the foregoing is a full, true, and correct copy of **Resolution No. 2019-053** passed and adopted by said District Board on August 15, 2019.

Dated: August 16, 2019



Donna M. Anderson
Secretary Pro Tem

RECORDING REQUESTED BY:

CENTRAL CONTRA COSTA SANITARY DISTRICT

AFTER RECORDING RETURN TO:

CENTRAL CONTRA COSTA SANITARY DISTRICT
PLANNING & DEVELOPMNET SERVICES
DIVISION
5019 IMHOFF PLACE
MARTINEZ, CA 94553-4392

APN 238-060-021-9

Job No: 1544

AGREEMENT RELATING TO REAL PROPERTY

This Agreement ("AGREEMENT") is made and entered into as of the dates hereinafter affixed, by and between PACIFIC GAS & ELECTRIC COMPANY ("OWNER") and **CENTRAL CONTRA COSTA SANITARY DISTRICT**, a California special district ("DISTRICT").

WITNESSETH

WHEREAS, the Owner owns real property in the City of Lafayette within Contra Costa County, State of California, generally known as of the date of this agreement as 3244 Andreasen Drive, (APN: 238-060-021-9), and more particularly described in Grant Deed LD 2401-02-10102; and

WHEREAS, the District has a sewer easement, (hereinafter referred to as "Easement") over the Owner's Property for public use for the purposes of constructing, laying, maintaining and operating sewer pipes therein and thereupon, and appurtenances and appliances together with the reasonable right of access to such easement for said purposes, which Easement is described in Exhibit A attached hereto.

WHEREAS, the Owner's facilities which are shown on Exhibit "B", attached hereto and by this reference made a part hereof ("the Improvements"), encroaches within the Easement, and the Owner has requested that the Improvements be allowed to remain.

WHEREAS, the District has determined that the Improvements constitute a Class Two encroachment as defined in Chapter 7.15 of the District Code and interfere with the District's enjoyment of its easement rights.

NOW, THEREFORE, it is agreed between the parties as follows:

EXHIBIT A

1. Easement acknowledged.

Owners expressly acknowledge the right and interest of the District in the Easement and agree never to assail or resist these interests. With the exception of the Improvements noted above, the use of the surfaces of the Easement shall be limited to paving, shrubbery, gardening and landscaping; and the following improvements and activities are specifically prohibited within the Easement: trees or permanent structures, including but not limited to houses, garages, car ports, outbuildings, swimming pools, fountains, ponds, artificial streams, additional retaining walls generally parallel with the Easement centerline, additional retaining walls transversely crossing the Easement that require building permits (three feet or greater in height) or that have pier foundations or spread footings greater than eighteen-inches wide by twelve-inches thick (Any such crossing shall be at an angle with said centerline that measures between forty-five and ninety degrees [45° and 90°], and have a minimum vertical clearance of six inches (12") between any utility service line and the public sewer), decks, barbeques, or any other improvement or activity which may interfere with the District's full enjoyment of its easement rights.

2. Improvements may remain over the Easement.

By this agreement, the District will permit the Improvements, as constructed over and within the Easement, to remain in place in strict accordance with the terms and conditions set forth in this agreement. The Owner agrees not to replace, repair, remodel, reconstruct or alter the Improvements in any way that would interfere with District's full enjoyment of its easement rights.

3. Indemnification for damage to District facilities.

Owner is liable and responsible for and will answer to the District for damage to the District's facilities which are caused by the installation, construction, repair, replacement, maintenance, presence of or other activity associated with the Improvements.

4. Indemnification for extra District costs due to existence of the Improvements.

Owner is liable and responsible for and will answer to the District for reasonable additional costs of inspecting, constructing, installing, repairing, replacing, reconstructing, maintaining and operating District facilities when such additional costs arise out of or relate to the presence of the Improvements within the Easement.

5. Liability for Damage.

Owner agrees: (a) to hold the District free and harmless from any and all claims and actions brought against it by reason of any alleged damage to any of the Owner's real or personal property, including but not limited to the Improvements, which alleged damage arises out of the inspection, use, maintenance, installation, construction, alteration, reconstruction, replacement, repair and operation of District facilities to the extent that the alleged damage results in whole or in part from presence, use or maintenance of the Improvements; and (b) to defend and indemnify the District in any actions brought by persons seeking to enforce any and all claims set out in paragraph (a) above. This obligation for the Owner to hold harmless, defend and indemnify the District shall not extend to alleged damage or injury arising out of the District's sole or active negligence, intentional acts or willful misconduct.

6. Agreement binds successors in interest.

This agreement pertains to and shall run with the above-referenced real property for the benefit thereof as a covenant running with the land, equitable servitude, or otherwise, and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof, and their heirs, successors and assigns and shall be for the benefit of and be binding upon each owner and successor in interest of the owners thereof.

7. Attorney's Fees.

The prevailing party in any arbitration or lawsuit brought to interpret or enforce the terms of this Agreement, or in any claims whether in contract, tort, or otherwise, arising directly or indirectly out of this Agreement or its performance, shall be entitled to recover its reasonable costs and attorneys' fees from the other party or parties, and the court or arbitrator shall award such attorneys' fees as an element of costs. For purposes of this provision, prevailing party shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding. Prevailing party shall not include a party who refuses an offer of compromise presented in writing at least ten (10) days before trial or arbitration of the matter, and who fails to receive an award more favorable than the terms and conditions set forth in the offer of compromise, either in the amount of damages awarded or in the type of relief granted.

(continued on next page)

In witness whereof, the parties hereto have executed this instrument on the day first above written.

OWNER, PG&E:

Date

CENTRAL CONTRA COSTA SANITARY DISTRICT:

Roger S. Bailey, General Manager
Central Contra Costa Sanitary District

Approved as to form:

Kenton L. Alm, Esq.
Counsel for the District

ATTACH NOTARY'S ACKNOWLEDGMENT(S)

2285815.1

EXHIBIT A

Attachment 3

Grant Deed (PG&E Property)

NAT54709-1608214-AS

Grant Deed, No access (REV. 10/15)

RECORDING REQUESTED BY AND RETURN TO:

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

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ 1050.00

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

Signature of declarant or agent determining tax

LD 2401-02-10102

20199012785700004

CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk-Recorder
DOC 2019-0127857-00

Acct 2004-SPL E North American Title
Tuesday, AUG 13, 2019 09:00:17

SB2 \$0.00|MOD \$4.00|REC \$14.00

FTC \$3.00|RED \$1.00|ERD \$1.00

S27 \$10.00|LAF\$1,650.00|

Ttl Pd \$1,683.00 Nbr-0003539130

AAV/RC/1-4

(SPACE ABOVE FOR RECORDER'S USE ONLY)

DEED

2018187 12 18 1
I-502B L-191 MP 25.29

GRANT DEED

GREGORY P. HUNTER AND DEBRA L. HUNTER, Husband and Wife as Community Property, hereinafter called Grantors, hereby grant to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the real property, situate in the City of Lafayette, County of Contra Costa, State of California, and described as follows:

(APN 238-060-021-9)

See Exhibit A

- 1 -

MAIL TAX STATEMENTS TO:

Pacific Gas and Electric Company
Tax Department
P.O. Box 7054, MCB12G
San Francisco, CA 94120

Exhibit A

THE LAND REFERRED TO IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF LAFAYETTE, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF LOT "A", AS SHOWN ON THE RECORD OF SURVEY, FILED MARCH 23, 1982, IN BOOK 70 OF LICENSED SURVEYORS MAPS, PAGE 20, CONTRA COSTA COUNTY RECORDS.

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT "A" (70 LSM 20) SAID CORNER BEING A POINT ON THE SOUTHERLY LINE OF OLYMPIC BLVD AND ALSO BEING A POINT ON A CURVE, CONCAVE TO THE NORTH, THE CENTER OF WHICH CURVE BEARS NORTH 17 DEGREES 13 MINUTES 49 SECONDS EAST, 1462.69 FEET; THENCE EASTERLY ALONG SAID CURVE AND THE SOUTHERLY LINE OF OLYMPIC BLVD. THROUGH A CENTRAL ANGLE OF 10 DEGREES 14 MINUTES 59 SECONDS, AN ARC DISTANCE OF 261.66 FEET; THENCE LEAVING SAID SOUTHERLY LINE OF OLYMPIC BLVD. SOUTH 1 DEGREE 04 MINUTES 03 SECONDS EAST, 83.68 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 39 SECONDS WEST, 109.00 FEET TO A POINT ON A CURVE, CONCAVE TO THE NORTH, THE CENTER OF WHICH CURVE BEARS NORTH 10 DEGREES 30 MINUTES 56 SECONDS EAST, 1562.69 FEET; THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 5 DEGREES 38 MINUTES 28 SECONDS, AN ARC DISTANCE OF 153.86 FEET; THENCE NORTH 0 DEGREES 51 MINUTES 50 SECONDS EAST, 51.08 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 10 SECONDS EAST, 54.97 FEET; THENCE NORTH 14 DEGREES 0 MINUTES 50 SECONDS EAST, 30.00 FEET; THENCE NORTH 71 DEGREES 02 MINUTES 10 SECONDS WEST, 65.00 FEET; THENCE NORTH 0 DEGREES 51 MINUTES 50 SECONDS EAST, 2.85 FEET TO THE POINT OF BEGINNING.

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

Dated August 8, 2019.

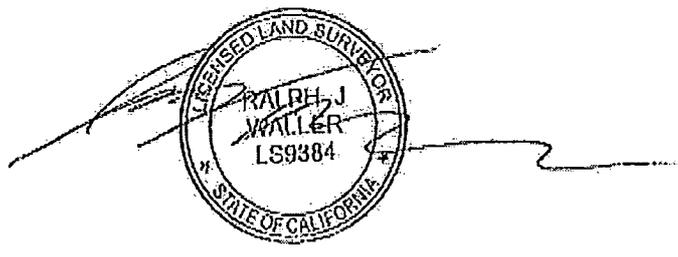


Gregory P. Hunter

X



Debra L. Hunter



X Gregory P. Hunter

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On 8/8/2019 before me, D. Stalker - Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Gregory P. Hunter and
Name(s) of Signer(s)
Debra L. Hunter

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]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

Attachment 4

Easement Offer Letter



CENTRAL SAN

CENTRAL CONTRA COSTA SANITARY DISTRICT

5019 IMHOFF PLACE, MARTINEZ, CA 94553-4392

PHONE: (925) 228-9500
FAX: (925) 228-4624
www.centalsan.org

ROGER S. BAILEY
General Manager

KENTON L. ALM
Counsel for the District
(510) 375-4571

KATIE YOUNG
Secretary of the District

July 8, 2020

Ken Filoso
Pacific Gas & Electric Company
6539 Gwin Road
Oakland, CA 94611

3244 ANDREASEN DRIVE, LAFAYETTE – OFFER TO PURCHASE EASEMENT

Per the Memorandum of Understanding executed between Central Contra Costa Sanitary District (Central San) and Pacific Gas and Electric Company (PG&E), dated September 4, 2019, enclosed for approval is a Grant of Easement Deed for 3244 Andreasen Drive, Lafayette.

Based on a fair market value appraisal prepared by Dunn & Associates, dated May 20, 2020 (sent via separate email), Central San is offering Seventeen Thousand Dollars (\$17,000) for the purchase of easement rights at the subject property, as described in the enclosed Grant of Easement.

If the terms of this offer are acceptable, please inform us of the anticipated schedule for getting this transaction approved by PG&E. If you have any questions or need additional information regarding the appraisal report or this offer, please contact me at (925) 229-7132, or email, rhernandez@centralsan.org.

Sincerely,

Rick Hernandez
Ricardo Hernandez
Senior Right of Way Agent

Approved:

Danea Gemmell
Danea Gemmell
Planning & Development Services
Division Manager

ecc: Dana Lawson, Senior Engineer

Attachment 5

Agreement Relating to Real Property

RECORDING REQUESTED BY:

CENTRAL CONTRA COSTA SANITARY DISTRICT

AFTER RECORDING RETURN TO:

CENTRAL CONTRA COSTA SANITARY DISTRICT
PLANNING & DEVELOPMENT
SERVICES DIVISION
ENGINEERING & TECHNICAL SERVICES
DEPARTMENT
5019 IMHOFF PLACE
MARTINEZ, CA 94553-4392

*copy/duplicate has not been
compared to original document*

09/10/2019, 20190148580

APN 238-060-021-9

Job No: 1544

AGREEMENT RELATING TO REAL PROPERTY

This Agreement ("AGREEMENT") is made and entered into as of the dates hereinafter affixed, by and between PACIFIC GAS & ELECTRIC COMPANY ("OWNER") and **CENTRAL CONTRA COSTA SANITARY DISTRICT**, a California special district ("DISTRICT").

WITNESSETH

WHEREAS, the Owner owns real property in the City of Lafayette within Contra Costa County, State of California, generally known as of the date of this agreement as 3244 Andreasen Drive, (APN: 238-060-021-9), and more particularly described in Grant Deed LD 2401-02-10102; and

WHEREAS, the District has a sewer easement, (hereinafter referred to as "Easement") over the Owner's Property for public use for the purposes of constructing, laying, maintaining and operating sewer pipes therein and thereupon, and appurtenances and appliances together with the reasonable right of access to such easement for said purposes, which Easement is described in Exhibit A attached hereto.

WHEREAS, the Owner's facilities which are shown on Exhibit "B", attached hereto and by this reference made a part hereof ("the Improvements"), encroaches within the Easement, and the Owner has requested that the Improvements be allowed to remain.

WHEREAS, the District has determined that the Improvements constitute a Class Two encroachment as defined in Chapter 7.15 of the District Code and interfere with the District's enjoyment of its easement rights.

NOW, THEREFORE, it is agreed between the parties as follows:

1. Easement acknowledged.

Owners expressly acknowledge the right and interest of the District in the Easement and agree never to assail or resist these interests. With the exception of the Improvements noted above, the use of the surfaces of the Easement shall be limited to paving, shrubbery, gardening and landscaping; and the following improvements and activities are specifically prohibited within the Easement: trees or permanent structures, including but not limited to houses, garages, car ports, outbuildings, swimming pools, fountains, ponds, artificial streams, additional retaining walls generally parallel with the Easement centerline, additional retaining walls transversely crossing the Easement that require building permits (three feet or greater in height) or that have pier foundations or spread footings greater than eighteen-inches wide by twelve-inches thick (Any such crossing shall be at an angle with said centerline that measures between forty-five and ninety degrees [45° and 90°], and have a minimum vertical clearance of six inches (12") between any utility service line and the public sewer), decks, barbeques, or any other improvement or activity which may interfere with the District's full enjoyment of its easement rights.

2. Improvements may remain over the Easement.

By this agreement, the District will permit the Improvements, as constructed over and within the Easement, to remain in place in strict accordance with the terms and conditions set forth in this agreement. The Owner agrees not to replace, repair, remodel, reconstruct or alter the Improvements in any way that would interfere with District's full enjoyment of its easement rights.

3. Indemnification for damage to District facilities.

Owner is liable and responsible for and will answer to the District for damage to the District's facilities which are caused by the installation, construction, repair, replacement, maintenance, presence of or other activity associated with the Improvements.

4. Indemnification for extra District costs due to existence of the Improvements.

Owner is liable and responsible for and will answer to the District for reasonable additional costs of inspecting, constructing, installing, repairing, replacing, reconstructing, maintaining and operating District facilities when such additional costs arise out of or relate to the presence of the Improvements within the Easement.

5. Liability for Damage.

Owner agrees: (a) to hold the District free and harmless from any and all claims and actions brought against it by reason of any alleged damage to any of the Owner's real

or personal property, including but not limited to the Improvements, which alleged damage arises out of the inspection, use, maintenance, installation, construction, alteration, reconstruction, replacement, repair and operation of District facilities to the extent that the alleged damage results in whole or in part from presence, use or maintenance of the Improvements; and (b) to defend and indemnify the District in any actions brought by persons seeking to enforce any and all claims set out in paragraph (a) above. This obligation for the Owner to hold harmless, defend and indemnify the District shall not extend to alleged damage or injury arising out of the District's sole or active negligence, intentional acts or willful misconduct.

6. Agreement binds successors in interest.

This agreement pertains to and shall run with the above-referenced real property for the benefit thereof as a covenant running with the land, equitable servitude, or otherwise, and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof, and their heirs, successors and assigns and shall be for the benefit of and be binding upon each owner and successor in interest of the owners thereof.

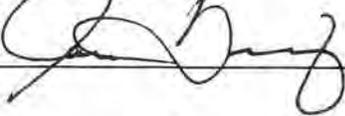
7. Attorney's Fees.

The prevailing party in any arbitration or lawsuit brought to interpret or enforce the terms of this Agreement, or in any claims whether in contract, tort, or otherwise, arising directly or indirectly out of this Agreement or its performance, shall be entitled to recover its reasonable costs and attorneys' fees from the other party or parties, and the court or arbitrator shall award such attorneys' fees as an element of costs. For purposes of this provision, prevailing party shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding. Prevailing party shall not include a party who refuses an offer of compromise presented in writing at least ten (10) days before trial or arbitration of the matter, and who fails to receive an award more favorable than the terms and conditions set forth in the offer of compromise, either in the amount of damages awarded or in the type of relief granted.

(continued on next page)

In witness whereof, the parties hereto have executed this instrument on the day first above written.

OWNER PG&E:



August 27, 2019
Date

JAMES HERNANDEZ

CENTRAL CONTRA COSTA SANITARY DISTRICT:

David R. Williams
President of the Board of Directors
Central Contra Costa Sanitary District
County of Contra Costa, State of California

COUNTERSIGNED:

Katie Young
Secretary of the District
Central Contra Costa Sanitary District
County of Contra Costa, State of California

Approved as to form:

Kenton L. Alm, Esq.
Counsel for the District

ATTACH NOTARY'S ACKNOWLEDGMENT(S)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa)

On August 27, 2019 before me, Carlton A. Lear, Notary Public
(insert name and title of the officer)

personally appeared James Hernandez,
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  (Seal)



In witness whereof, the parties hereto have executed this instrument on the 5th day of September, 2019.

OWNER, PG&E:

(Notarial acknowledgement required)

Date

Print Name and Title

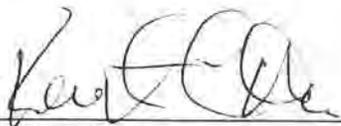
CENTRAL CONTRA COSTA SANITARY DISTRICT:



(Notarial acknowledgement required)

Roger S. Bailey
General Manager
Central Contra Costa Sanitary District
County of Contra Costa, State of California

Approved as to form:



Kenton L. Alm, Esq.
Counsel for the District

ATTACH NOTARY'S ACKNOWLEDGMENT(S)
SEE ATTACHED RESOLUTION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Contra Costa }

On September 5, 2019, before me, Shenae Howard, Notary Public, personally appeared Roger S. Bailey 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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE Shenae Howard

PLACE NOTARY SEAL ABOVE

OPTIONAL

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

Description of Attached Document

Title or Type of Document:	Agreement Relating to Real Property APN: 238-060-021-9
Document Date:	September 5, 2019
Number of Pages:	6, excluding notarial acknowledgment and attachments
Signer(s) Other than Named Above:	PG&E Owner

RESOLUTION NO. 2019-053

A RESOLUTION OF THE CENTRAL CONTRA COSTA SANITARY DISTRICT
EXECUTING AND RECORDING A REAL PROPERTY AGREEMENT
3244 ANDREASEN DRIVE IN LAFAYETTE
(APN: 238-060-021-9)

BE IT RESOLVED by the Board of Directors of Central Contra Costa Sanitary District (Central San) as follows:

THAT Central San is hereby authorized to execute a Real Property Agreement and a Memorandum of Understanding with the following property owner related to the indicated property:

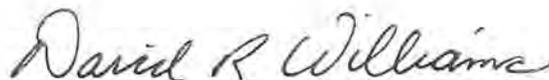
Assessors' Parcel No.: 238-060-021-9
Property Owner(s): Pacific Gas and Electric Company
Site Address: 3244 Andreasen Drive, Lafayette

THAT the General Manager is hereby authorized to execute the Real Property Agreement and the Memorandum of Understanding for, and on behalf, of Central San; and

THAT staff is authorized to record the Real Property Agreement with the office of the Recorder of Contra Costa County.

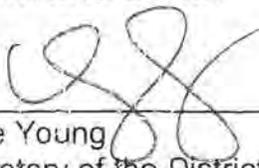
PASSED AND ADOPTED this 15th day of August, 2019, by the Board of Directors of Central San by the following vote:

AYES: Members: Causey, McGill, Nejedly, Pilecki, Williams
NOES: Members: None
ABSENT: Members: None



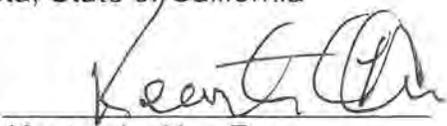
David R. Williams
President of the Board of Directors
Central Contra Costa Sanitary District
County of Contra Costa, State of California

COUNTERSIGNED:



Katie Young
Secretary of the District
Central Contra Costa Sanitary District
County of Contra Costa, State of California

Approved as to form:



Kenton L. Alm, Esq.
Counsel for the District

I, Donna M. Anderson, Secretary Pro Tem of the Central Contra Costa Sanitary District, of the County of Contra Costa, State of California, do hereby certify that the foregoing is a full, true, and correct copy of **Resolution No. 2019-053** passed and adopted by said District Board on August 15, 2019.

Dated: August 16, 2019 
Donna M. Anderson
Secretary Pro Tem

81 45194 APR 15 1981

RESOLUTION NO. 81-61-A

A RESOLUTION ACCEPTING AN EASEMENT AT A COST OF
\$1,500 FROM LARRY P. LAVINE AND NANCY C. LAVINE,
LAFAYETTE AREA, JOB NO. 1544, PARCEL 12

VOLUME 10283 PAGE 687

BE IT RESOLVED by the Board of Directors of the Central Contra
Costa Sanitary District as follows:

THAT, there is authorized to be accepted a certain easement at
a cost of \$1,500 FROM LARRY P. LAVINE AND NANCY C. LAVINE, LAFAYETTE
AREA, JOB NO. 1544, PARCEL 12 dated April 1, 1981 and that the President
and Secretary of the District are hereby authorized and directed to accept
said easement for and on behalf of the Central Contra Costa Sanitary District.

PASSED AND ADOPTED this 9th day of April, 1981 by the District Board
of the Central Contra Costa Sanitary District by the following vote:

- AYES: Members: Carlson, Boneysteele, Dalton, Stanley and Boneysteele
- NOES: Members: None
- ABSENT: Members: None

Jack L. Campbell
President of the District Board of the
Central Contra Costa Sanitary District,
County of Contra Costa, State of California

COUNTERSIGNED:

Clyde M. Hopkins
Secretary of the District Board of the
Central Contra Costa Sanitary District,
County of Contra Costa, State of California

Seal Affixed

I, Clyde M. Hopkins, Secretary of the District Board of CENTRAL CONTRA COSTA SANITARY DISTRICT,
of the County of Contra Costa, State of California, do hereby certify that the foregoing is a full, true
and correct copy of Resolution No. 81-61, passed and adopted by said District Board on
April 9, 1981

Clyde M. Hopkins

RECORDED AT REQUEST OF

Grantee

APR 15 1981

AT 9 O'CLOCK P.M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSSON
COUNTY RECORDER

FEE \$

OFF'L

EXHIBIT A

GRANT OF EASEMENT

(INDIVIDUAL GRANTOR)

JOB No 1544

PARCEL No. 12

For value received LARRY P. LAVINE and NANCY C. LAVINE

GRANTS to CENTRAL CONTRA COSTA SANITARY DISTRICT

an exclusive easement over all that real property situate in the County of Contra Costa, State of California, described as follows

Portion of Lot 11, as shown on the map of Rancho Laguna de los Palos Colorados, filed August 8, 1916 in the office of the Recorder of Contra Costa County in Book 15 of Maps, page 308, described as follows:

A strip of land 12.5 feet in width, lying 7.5 feet on the eastern side and 5.0 feet on the western side of the line described as follows:

Commencing at the northwestern corner of the parcel of land described in the deed to Larry P. Lavine, et ux, recorded March 29, 1979 in Book 9284 of Official Records of said County, page 340; thence from said point of commencement, easterly along the northern line of said Lavine parcel (9284 O.R. 340), being along the arc of a curve concave to the north, having a radius of 1,462.69 feet, an arc distance of 128.54 feet to the True Point of Beginning; thence from said true point of beginning south 6°37'06" west, being along the centerline of an existing 27-inch diameter trunk sewer pipe, 100.34 feet to a point on the southern line of said Lavine parcel (9284 O.R. 340), distant thereon easterly along the arc of a curve concave to the north having a radius of 1,562.69 feet an arc distance of 111.15 feet from the southwestern corner thereof.

The side lines of said 12.5 feet in width strip to be lengthened or shortened to extend entirely across said Lavine parcel (9284 O.R. 340).

for the purposes of constructing, laying, maintaining and operating sewer pipes therein and thereupon, and appurtenances and appliances together with the reasonable right of access to such easement for said purposes over the remaining lands of grantor.

DATED April 1, 1981

LARRY P. LAVINE
[Signature]

NANCY C. LAVINE
[Signature]

STATE OF CALIFORNIA }
County of Contra Costa } ss.

On April 1, 1981 before me, Wm. W. GREGORY

a Notary Public, in and for said County and State, personally appeared
LARRY P. LAVINE AND NANCY C. LAVINE

known to me to be the person S whose name ARE

subscribed to the within instrument, and acknowledged to me that THEY executed the same.

[Signature]
Notary Public, State of California



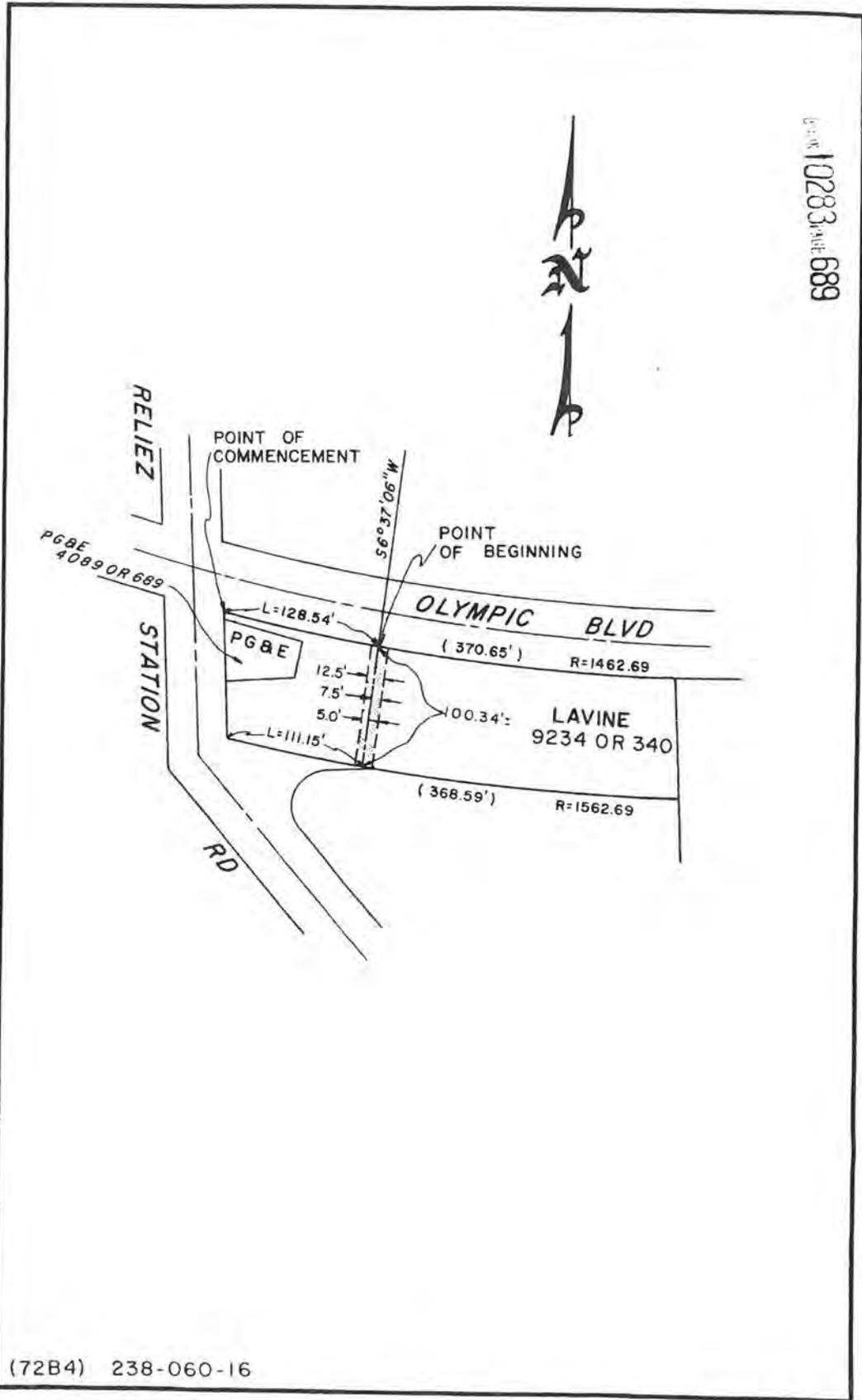
P. O. Box 5266, Walnut Creek, CA 94596

BOOK 10283 PAGE 688

EXHIBIT A

CENTRAL CONTRA COSTA SANITARY DISTRICT
RIGHT OF WAY MAP FOR SEWER

Plan 10283, SHEET 689



(72B4) 238-060-16

DRAWN BY GA CHECKED WG JOB 1544
SCALE 1"=100' DATE 3-31-81 PARCEL 12

END OF DOCUMENT

EXHIBIT A

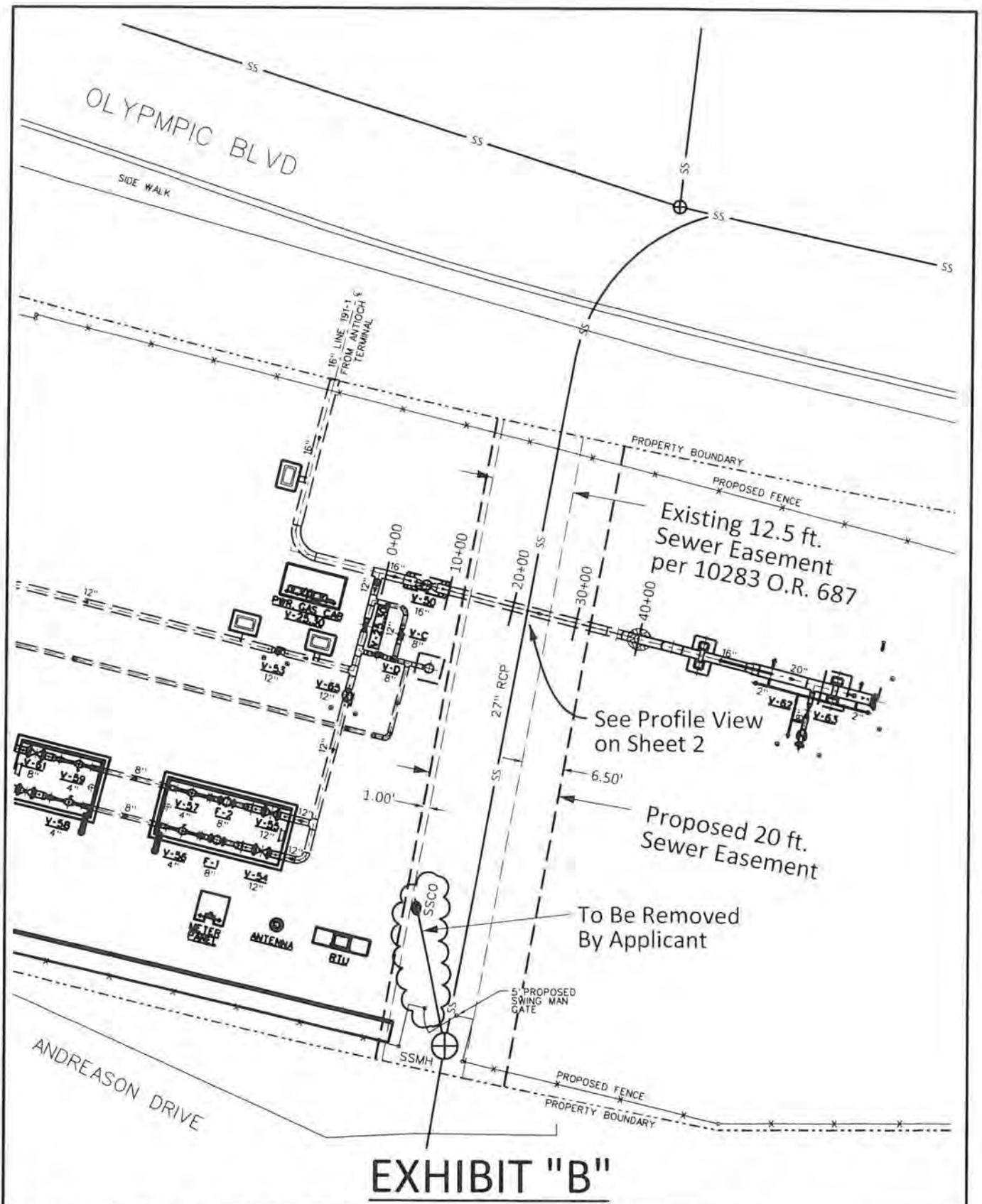


EXHIBIT "B"

AUTHORIZATION 74020647	
BY	E1WP
DR	M8C6
CH	T1K1
O.K.	
DATE	7/24/2019

**C.C.C.S.D. Existing Easement
& Facilities, and Proposed Easement
at PG&E Reliez Station Expansion**
 PACIFIC GAS AND ELECTRIC COMPANY
 San Francisco California



JCN	
AREA	
COUNTY	CONTRA COSTA
SCALE	1" = 20'
SHEET NO.	1 OF 2
DRAWING NUMBER	CHANGE

PROFILE VIEW

ALONG PROPOSED PIPELINE

1" = 10'

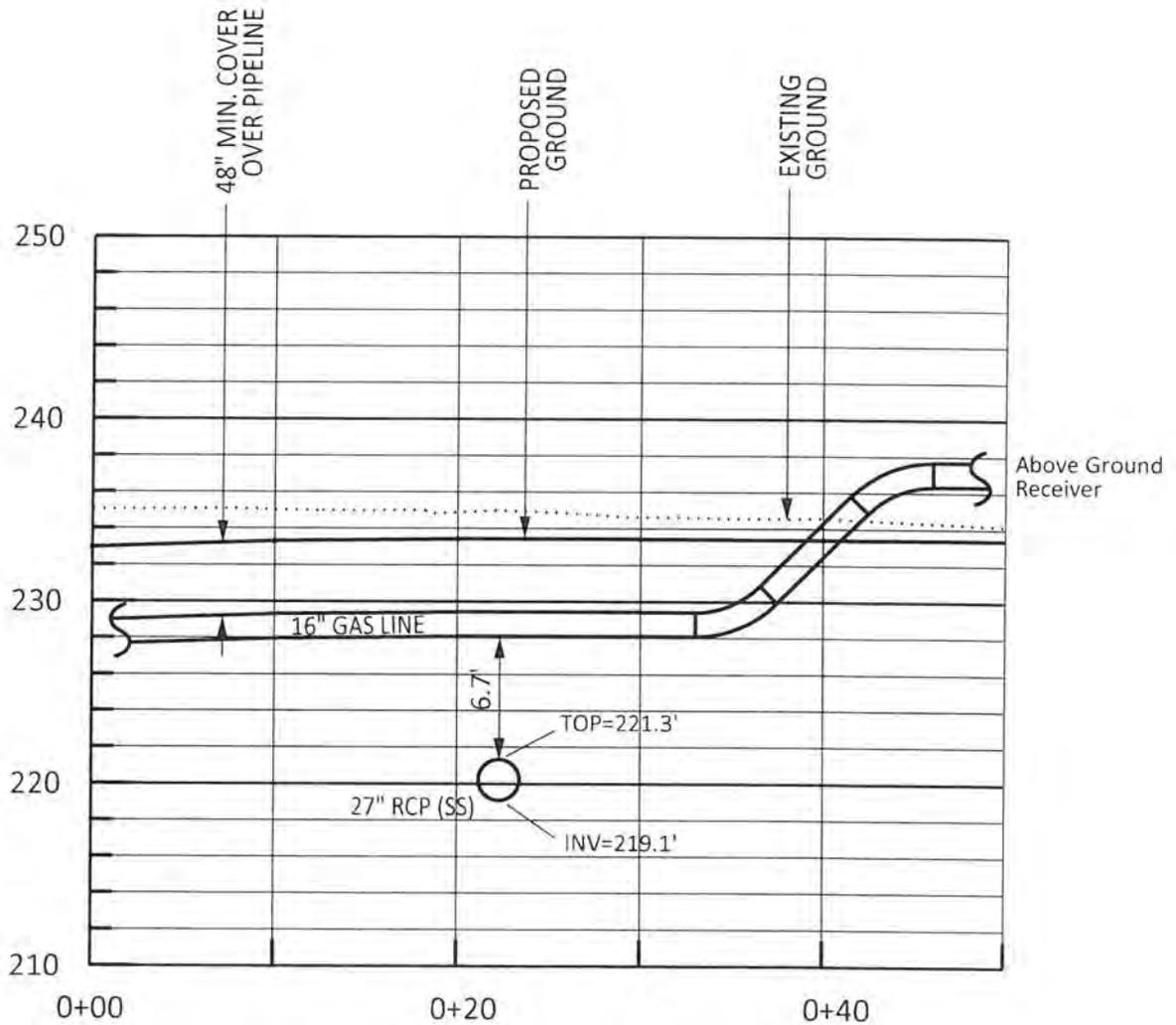


EXHIBIT "B"

AUTHORIZATION 74020647	
BY	E1WP
DR	M8C6
CH	T1K1
O.K.	
DATE	7/24/2019

C.C.C.S.D. Existing Easement
& Facilities, and Proposed Easement
at PG&E Reliez Station Expansion

PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



JCN	
AREA	
COUNTY	CONTRA COSTA
SCALE	1" = 10'
SHEET NO.	2 OF 2
DRAWING NUMBER	CHANGE

Attachment 6

3rd Party Request

THIRD PARTY REQUEST TO USE PG&E LANDS

READ THE FOLLOWING BEFORE COMPLETING AND SUBMITTING THIS FORM: PG&E occasionally allows the use of its real property by a third party when the proposed use meets certain criteria, including non-interference with PG&E's utility operations and facilities, and non-endangerment to persons, property, and the environment. PG&E may, at its sole and absolute discretion, consider other factors in evaluating a request for such use, including whether any benefit to PG&E or to the local community may be provided by allowing the use. PG&E charges a non-refundable administrative fee of \$0.00 for evaluating and processing a request for use of its real property, and will not process a request until this completed form and the administrative fee is received by PG&E. Depending on the nature and complexity of the proposed use, PG&E may require the additional submittal of a formal Work Plan and/or Health and Safety plan detailing the proposed activities on PG&E's land. Absent a request for such information, this completed form will serve as the Work Plan for the proposed use. The form of instrument used to authorize any use of PG&E's land (e.g. license, lease, or grant of easement) will be determined by PG&E in its sole and absolute discretion. If PG&E determines that the instrument to be used is a Grant of Easement, the requesting party will be required to provide a legal description and map of the proposed easement area, signed and stamped by a surveyor licensed in the State of California, and an offer of consideration, supported by an appraisal prepared by a certified appraiser. In some circumstances, including for any grant of easement, PG&E is required to obtain the permission of the California Public Utility Commission (CPUC) before allowing the use, in which case, the processing time and cost may be significantly increased. If PG&E determines your use requires the approval of the CPUC, PG&E will advise you accordingly. Provision of this request by PG&E to any third party is in no way intended to be an offer to use PG&E's land, and PG&E makes no representation or warranty that submission of your request to PG&E will lead to permission to use PG&E's real property. PG&E has the right to cease consideration of your request at any time for any reason prior to the execution and delivery of a written agreement by both parties. Attached are the examples of the insurance requirements for all requests. Please make sure your insurance provider can accommodate these amounts as they cannot be adjusted or changed. **By signing and submitting this request form to PG&E, you hereby acknowledge and agree to these terms.**

REQUESTOR INFORMATION		IF APPLICABLE, CONTACT/ ATTORNEY INFORMATION	
Rick _____ First	M	Hernandez _____ Last	_____ Contact / Attorney Name
5019 Imhoff Place _____ Address		Martinez, Ca 94553 _____ City, St., Zip	_____ Contact / Attorney Firm Name
925-228-9500 _____ Telephone Number		925-228-4624 _____ Fax Number	_____ Telephone Number
RHernandez@centralsan.org _____ E-mail Address			_____ E-mail Address
Senior Right of Way Agent			
Legal status of Requestor (e.g. California corporation, individual dba [Business Name], individual, public body of the state of California, etc.)			

LOCATION OF PG&E REAL PROPERTY WHICH REQUESTOR DESIRES TO USE
(Be as complete as possible, i.e. city, county, street, cross-street, assessor's parcel no., township, range, section, location sketch)
The property is located at 3244 Andreasen Drive in the City of Lafayette. APN: 238-060-021-9 (T. 01N R. 02W, Section 33).

DETAILED DESCRIPTION OF PROPOSED USE OF PG&E'S REAL PROPERTY
(Be as complete as possible. As applicable, include the time frame for the proposed use, number of people/animals as well as any employees or contractors, a description of crops proposed, vehicular use, and a description of any personal property to be brought onto the property or structures to be erected, including fencing. Also, include existing improvements and condition of the area to be used.)
Central Contra Costa County Sewer District, also referred to as "Central San" is requesting an Easement Modification of their existing easement. Central San has a 12.5' wide easement and they need to acquire additional 7.5' of easement for a new total easement width of 20' in order to meet current operational standards. PG&E and Central San entered a Memorandum of Understanding (MOU) regarding the easement modification.

CLEARLY DESCRIBE ANY FACILITIES PROPOSED TO BE INSTALLED ON PG&E'S REAL PROPERTY

(type, size, number, measurements, materials, include plan/profile drawings)

Central San is not installing any new equipment but needs the easement to be 20' wide for future maintenance. Central San has given PG&E permission to cross its pipeline when PG&E constructs the new gas pipeline facilities on this property.

DESCRIBE THE PROPERTY'S CULTURAL AND ENVIRONMENTAL RESOURCES

(% wooded, vacant land, wetlands, creeks, waterways etc.):

The property has a house on its which PG&E will remove for a PG&E gas project.

DESCRIBE ANY POTENTIAL ECONOMIC, SOCIAL OR POLITICAL ISSUES OF CONTENTION

(e.g., project funding issues, scheduling, environmental liabilities):

N/A

WILL PG&E NEED TO MAKE ANY PHYSICAL CHANGES TO THE REAL PROPERTY OR FACILITIES TO ACCOMMODATE THIS REQUEST (I.E., SOIL EXCAVATIONS, INCREASE/DECREASE OF GRADE)?

YES. DESCRIBE BELOW NO

PG&E is planning on physical changes to the property, but this is for PG&E purposes and not Central San.

LIST AND ATTACH FEDERAL, STATE, AND LOCAL PERMITS GRANTED OR APPLIED FOR. IF DOCUMENTS ARE NOT YET AVAILABLE, LIST DATES OF AVAILABILITY AND CONTACT INFO.

N/A

SCHEDULE FOR PROCESS:

Requestor needs transactional document by (Date):

Note: Date should include contingency for obtaining CPUC approval of requestor's proposed use in the event PG&E determines such regulatory approval is required.

Reason(s) for completion and approval timeline. If the request for proposed use is part of a larger project, describe how obtaining use of PG&E's real property fits into the overall project schedule. If contingency for obtaining CPUC approval is not realistic, explain why request for proposed use was not completed earlier or in a timely manner and why expedited treatment may be required.

SUBMIT THIS REQUEST ALONG WITH A CHECK PAYABLE TO PG&E IN THE AMOUNT OF \$0.00, TO:

Pacific Gas and Electric Company
Attn: Ken Filoso, Land Agent
kjfc@pge.com

Call 925 at 464-8086 if you have any questions.

R Hernandez
Signature of Requestor

7/27/2020
Date

**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