

LD 2109-09-0730

2013021 (22-13-004) 1 13 1
Missouri Flat – Gold Hill 115 kV T/L
Road and Public Utilities Easement to County of El Dorado at
Becken Lane and Sunset Lane in Shingle Springs

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

COUNTY OF EL DORADO
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667
Attention: Director of Transportation

Location: City/Uninc _____
Recording Fee \$0.00 (Government Code Section 27383)
Document Transfer Tax \$0.00 (Revenue and Taxation Code Section 11922)

Signature of declarant or agent determining tax

(A portion of APN 090-430-23)

**EASEMENT AGREEMENT
(Road and Public Utilities Easement to County of El Dorado)**

This Easement Agreement (“**Agreement**”) is made and entered into this 26 day of August, 2014 (the “**Effective Date**”) by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “**PG&E**”, and the COUNTY OF EL DORADO, a political subdivision of the State of California, hereinafter called “**Grantee**.”

RECITALS

- A. PG&E owns certain real property within the County of El Dorado, State of California, described in **EXHIBIT A** and **EXHIBIT A-2**, and shown on **EXHIBIT B** and **EXHIBIT B-2**, respectively, and all of which are attached hereto and made a part hereof (hereinafter, the “**Property**”).
- B. Grantee proposes to construct a road within the portion of the Property described in EXHIBIT A and shown on EXHIBIT B, and in connection therewith, Grantee has requested that PG&E grant an easement for the excavation, installation, construction, reconstruction, repair, maintenance and use of such road.

C. PG&E is willing to grant such easement on the terms and subject to the conditions set forth herein.

Now, therefore, in consideration of Grantee's agreement to pay the sum of Four Thousand Four Hundred Dollars (\$4,400.00), and for other good and valuable consideration, PG&E and Grantee agree as follows:

1. Grant of Easement(s): PG&E hereby grants to Grantee, upon the terms and conditions set forth in this Agreement, the following easement:

(a) Road and Public Utilities Easement. A non-exclusive easement to excavate for, install, construct, reconstruct, repair, replace, maintain and use a public road on and over the portion of the Property (the "**Road and Public Utilities Easement Area**") described in EXHIBIT A and shown on EXHIBIT B, including the right to construct such curbs, gutters, sidewalks and public utility facilities as Grantee deems necessary within the Road and Public Utilities Easement Area.

(b) Temporary Construction Easement. A temporary non-exclusive easement in, on and over the portion of the Property described in **EXHIBIT A-2** and shown on **EXHIBIT B-2**, (the "**Temporary Construction Easement Area**"), for a term commencing on the Effective Date and terminating thirty (30) days following the completion of construction of Grantee's Improvements (as defined in Paragraph 4 below), to enter upon and use the Temporary Construction Easement Area for the temporary storage of construction materials and equipment in connection with the construction of the Improvements. Upon the completion of construction of Grantee's Improvements, Grantee shall remove all equipment, unused materials, rubbish and debris, and repair and restore the Temporary Construction Easement Area to its condition prior to the Effective Date.

Collectively, the Road and Public Utilities Easement Area and the Temporary Construction Easement Area are hereinafter referred to as the "**Easement Areas**."

2. Limitations on Use.

(a) The Easement Areas and any facilities permitted to be constructed thereon are to be used by Grantee for those uses permitted in Section 1 above, and for no other purpose.

(b) Upon PG&E's notification and where permitted by law, Grantee shall restrict access to the Easement Areas or any portion or portions thereof in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with PG&E's response thereto, or if emergency repairs or maintenance are required to PG&E facilities within or in the vicinity of the Easement Areas.

(c) Grantee shall not erect or construct any building or other structure other than the road improvements specifically authorized by this Agreement, nor shall Grantee drill or operate any well, within five (5) feet of any of PG&E's electric or gas facilities.

3. Condition of Easement Areas. Grantee accepts the Easement Areas in their existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to

maintain the Easement Areas. Grantee acknowledges that one or more of the following (collectively, “**Potential Environmental Hazards**”) may be located in, on or underlying the Easement Areas and/or PG&E’s adjacent lands:

(a) electric fields, magnetic fields, electromagnetic fields, electromagnetic radiation, power frequency fields, and extremely low frequency fields, however designated, and whether emitted by electric transmission lines, other distribution equipment or otherwise (“**EMFs**”);

(b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term “**Hazardous Substances**” means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements (as hereinafter defined) relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:

(1) now or hereafter defined as a “hazardous substance,” “hazardous waste,” “hazardous material,” “extremely hazardous waste,” “restricted hazardous waste” or “toxic substance” or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Clean Water Act, 33 U.S.C. §§1251 et seq.; the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. §§2014 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §§10101 et seq.; the California Hazardous Waste Control Law, Cal. Health and Safety Code §§25100 et seq.; the Porter-Cologne Water Quality Control Act, Cal. Water Code §§13000 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§25300 et seq.); and the Medical Waste Management Act (Health and Safety Code §§25015 et seq.); or

(2) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by the United States, the State of California, any local governmental authority or any political subdivision thereof, or which cause, or are listed by the State of California as being known to the State of California to cause, cancer or reproductive toxicity; or

(3) the presence of which on the Easement Areas and/or PG&E’s adjacent lands poses or threatens to pose a hazard to the health or safety of persons on or about the Easement Areas or to the environment; or

- (4) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or
- (5) which contains lead-based paint or other lead contamination, polychlorinated biphenyls (“PCBs”) or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or
- (6) which contains radon gas;
- (c) fuel or chemical storage tanks, energized electrical conductors or equipment, or natural gas transmission or distribution pipelines; and
- (d) other potentially hazardous substances, materials, products or conditions.

Grantee shall be solely responsible for the health and safety of, and shall take all necessary precautions to protect, its employees, contractors, consultants, agents and invitees, including, without limitation, the general public (“**Grantee’s Representatives**”) from risks of harm from Potential Environmental Hazards. Grantee acknowledges that it has previously evaluated the condition of the Easement Areas and all matters affecting the suitability of the Easement Areas for the uses permitted by this Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

4. Grantee’s Covenants. Grantee hereby covenants and agrees:

(a) Construction of Improvements. Grantee agrees to construct and install, at no cost to PG&E, such facilities and improvements (“**Improvements**”) as may be necessary and appropriate for Grantee’s permitted use, as specified in Section 1. All such construction shall be performed in accordance with detailed plans and specifications (“**Plans**”) previously approved by PG&E, and shall comply with all Legal Requirements, as defined below in Section 4(b). Before commencing construction of any Improvements, Grantee shall obtain all permits, authorizations or other approvals, at Grantee’s sole cost and expense as may be necessary for such construction. Without limiting the generality of the foregoing, Grantee shall be responsible for complying with any and all applicable requirements of the National Environmental Policy Act (“**NEPA**”) and the California Environmental Quality Act (“**CEQA**”) and satisfying, at Grantee’s sole expense, any and all mitigation measures under CEQA that may apply to Grantee’s proposed occupancy and use of the Easement Areas, and to the construction, maintenance and use of Grantee’s proposed Improvements and facilities. Grantee shall promptly notify PG&E of any and all proposed mitigation measures that may affect PG&E, the Easement Areas or PG&E’s adjacent lands. If PG&E determines in good faith that any such mitigation measures may adversely affect PG&E, the Easement Areas or PG&E’s adjacent lands, or impose limitations on PG&E’s ability to use the Easement Areas or PG&E’s adjacent lands as specified in Section 8, then PG&E shall have the right, without liability to Grantee, to give notice of termination of this Agreement to Grantee, whereupon this Agreement and the rights granted to Grantee shall terminate and revert in PG&E, unless within ten (10) days following delivery of such notice, Grantee gives notice to PG&E by which Grantee agrees to modify its proposed Project (as that term is defined under CEQA) so as to eliminate the necessity for such mitigation measures. In the event of such termination, PG&E and Grantee shall each be released from all obligations under this Agreement, except those which

expressly survive termination. Grantee acknowledges and agrees that PG&E's review of Grantee's Plans is solely for the purpose of protecting PG&E's interests, and shall not be deemed to create any liability of any kind on the part of PG&E, or to constitute a representation on the part of PG&E or any person consulted by PG&E in connection with such review that the Plans or the Improvements contemplated by such Plans are adequate or appropriate for any purpose, or comply with applicable Legal Requirements. Grantee shall not commence construction or installation of any Improvements without the prior written consent of PG&E, which consent shall not be unreasonably withheld, conditioned or delayed, and the prior consent, to the extent required by applicable law or regulation, of the California Public Utilities Commission (hereinafter, "CPUC");

(b) Compliance with Laws. Grantee shall, at its sole cost and expense, promptly comply with (a) all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, including, but not limited to, those relating to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Substances, as defined herein, or to health, safety, noise, environmental protection, air quality or water quality; (b) the conditions of any permit, occupancy certificate, license or other approval issued by public officers relating to Grantee's use or occupancy of the Easement Areas; and (c) with any liens, encumbrances, easements, covenants, conditions, restrictions and servitudes (if any) of record, or of which Grantee has notice, which may be applicable to the Easement Areas (collectively, "**Legal Requirements**"), regardless of when they become effective, insofar as they relate to the use or occupancy of the Easement Areas by Grantee. Grantee shall furnish satisfactory evidence of such compliance upon request by PG&E. The judgment of any court of competent jurisdiction, or the admission of Grantee in any action or proceeding against Grantee, whether or not PG&E is a party in such action or proceeding, that Grantee has violated any Legal Requirement relating to the use or occupancy of the Easement Areas, shall be conclusive of that fact as between PG&E and Grantee.

(c) Notice of Enforcement Proceedings. Grantee agrees to notify PG&E in writing within three (3) business days of any investigation, order or enforcement proceeding which in any way relates to the Easement Areas or PG&E's adjacent lands, or to any contamination or suspected contamination on, within or underlying the Easement Areas or PG&E's adjacent lands. Such notice shall include a complete copy of any order, complaint, agreement, or other document which may have been issued, executed or proposed, whether draft or final;

(d) Non-Interference. Grantee agrees not to interfere in any way or permit any interference with the use of the Easement Areas or PG&E's adjacent lands by PG&E and other entitled persons. Interference shall include, but not be limited to, any activity by Grantee that places any of PG&E's gas or electric facilities in violation of any of the provisions of General Order Nos. 95 (Overhead Electric), 112E (Gas), and 128 (Underground Electric) of the CPUC or to any other Legal Requirements under which the operations of utility facilities are controlled or regulated. Grantee shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety; which minimum clearances are incorporated herein by reference; but in no event closer than ten (10) feet to any energized electric conductors or appliances. Grantee shall not drill, bore, or excavate within thirty (30) feet of any of PG&E's underground facilities, including, but not limited to, gas pipelines, valves, regulators, electric conduits, tower footings or foundations.

Grantee shall provide notice to Underground Service Alert at 1-800-227-2600 at least two (2) business days prior to commencing any drilling, boring or excavating permitted hereunder to assist Grantee with locating any and all underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits;

(e) Avoiding Dangerous Activities. Grantee agrees to conduct its activities and operations within and on the Easement Areas in such a manner so as not to endanger the Easement Areas or PG&E's adjacent lands, PG&E's utility facilities, the environment and human health and safety. Grantee shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon, produced, stored, used, discharged or disposed of on, or in the vicinity of the Easement Areas or PG&E's adjacent lands, except in compliance with all applicable Legal Requirements. Grantee shall be responsible for the cost of remediating any discharge or release of Hazardous Substances resulting from or arising in connection with Grantee's use of the Easement Areas, and shall immediately notify PG&E and the appropriate regulatory authorities where required by law, of any such release. If PG&E determines that Grantee's activities in any way endanger the Easement Areas or PG&E's adjacent lands, PG&E's utility facilities, the environment, or human health and safety, PG&E may, in PG&E's sole and absolute discretion, require that Grantee halt such activities until appropriate protective measures are taken to PG&E's satisfaction. Grantee shall hold PG&E harmless from any claims resulting from any delay under this paragraph. PG&E's right to halt activities under this paragraph shall not in any way affect or alter Grantee's insurance or indemnity obligations under this Agreement, nor shall it relieve Grantee from any of its obligations hereunder that pertain to health, safety, or the protection of the environment;

(f) Maintenance. Grantee agrees to maintain its facilities and Improvements in good condition and repair, and be responsible for the security of, the facilities installed hereunder;

(g) Repairing Damage. Grantee agrees to repair any damage it may cause to PG&E's facilities and improvements in or around said Easement Areas or PG&E's adjacent lands;

(h) Coordination. Grantee agrees to coordinate all activities regarding the easements granted herein to reasonably minimize any interference and inconvenience with the use by PG&E of the Easement Areas and PG&E's adjacent lands, and;

(i) PG&E Right to Cure. Grantee agrees that if Grantee fails to perform any act or other obligation on its part to be performed hereunder, and such failure is not remedied within fifteen (15) days following notice from PG&E (or in the case of an emergency, following such notice, if any, as may be reasonably practicable under the existing circumstances), PG&E may (but without obligation to do so, and without waiving or releasing Grantee from any of its obligations) perform any such act or satisfy such obligation, or otherwise remedy such emergency or such failure on the part of Grantee. All costs incurred by PG&E in responding to or remedying such failure by Grantee shall be payable by Grantee to PG&E on demand.

5. Indemnification; Release.

(a) Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries and affiliates, and their

respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an “**Indemnitee**” and collectively, “**Indemnitees**”) from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys’ fees and costs) and liabilities of whatever kind or nature (collectively, “**Claims**”), which arise from or are in any way connected with the occupancy or use of the Easement Areas by Grantee or Grantee’s Representatives, or the exercise by Grantee of its rights hereunder, or the performance of, or failure to perform, Grantee’s duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of PG&E or Grantee (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Easement Areas or PG&E’s adjacent lands); (2) injury to property or other interest of PG&E, Grantee 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, to the extent of any Claim arising from the sole negligence or willful misconduct of such Indemnitee. Without limiting the generality of the foregoing, Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any work or improvement constructed or installed at or on, labor performed on, or materials delivered to, or incorporated in any improvements constructed on, the Road and Public Utilities Easement Area by, or at the request or for the benefit of, Grantee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Grantee is obligated to indemnify or provide a defense hereunder, Grantee upon written notice from PG&E shall defend such action or proceeding at Grantee’s sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Grantee acknowledges that all Claims arising out of or in any way connected with releases or discharges of any Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with Grantee’s use or occupancy of the Easement Areas or PG&E’s adjacent lands, or any of the activities of Grantee and Grantee’s Representatives, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys’ fees and disbursements and any fines and penalties imposed for the violation of Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above.

(c) Grantee’s use of the Easement Areas shall be at its sole risk and expense. Grantee accepts all risk relating to its occupancy and use of the Easement Areas. PG&E shall not be liable to Grantee for, and Grantee hereby waives and releases PG&E and the other Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to any occurrence on or about the Easement Areas, the condition of the Easement Areas, or the use or occupancy of the Easement Areas.

(d) Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless against claims, losses, costs (including, but not limited to, attorneys’ fees and costs), liabilities and damages resulting from the failure of Grantee, or any of its contractors or subcontractors, to comply with the insurance requirements set forth in **EXHIBIT**

C, attached hereto and made a part hereof. If Grantee fails to so indemnify, protect, defend or hold harmless any Indemnitee, then at PG&E's option, this Agreement shall terminate, and the estate and interest herein granted to Grantee shall revert to and revest in PG&E, if such failure continues for five (5) days following the giving of written notice of termination to Grantee, unless within such time such failure is cured to the reasonable satisfaction of PG&E.

(e) The provisions of this Section 5 shall survive the termination of this Agreement.

6. Additional Facilities. Grantee shall not install any additional facilities or improvements in, on, under or over the Road and Public Utilities Easement Area without the prior written consent of PG&E, which consent may be granted or withheld in PG&E's sole and absolute discretion, and the prior consent, to the extent required by applicable law or regulation, of the CPUC. Grantee shall submit plans for installation of any proposed additional facilities within the Road and Public Utilities Easement Area to PG&E for its written approval at the address specified in Section 12.

7. Abandonment; Termination. In the event Grantee abandons the facilities installed hereunder, this Agreement shall terminate and all of the easements and other rights of Grantee hereunder shall revert to PG&E. The non-use of such facilities for a continuous period of two (2) years, unless such nonuse is due to factors outside Grantee's reasonable control, in which case such period is extended to four (4) years, shall be conclusive evidence of such abandonment. Upon any termination of this Agreement, Grantee shall remove, at no cost to PG&E, such of Grantee's facilities and equipment installed pursuant to this Agreement as PG&E may specify. Upon any termination of this Agreement, Grantee shall execute, acknowledge and deliver to PG&E a quitclaim deed or such other documents or instruments, in a form reasonably acceptable to PG&E, as may be reasonably necessary to eliminate this Agreement as an encumbrance on the title to the Easement Areas or any larger parcel of property containing the Easement Areas.

8. Reserved Rights. PG&E reserves the right to use the Easement Areas for any and all purposes which will not unreasonably interfere with Grantee's facilities. Without limiting the generality of the foregoing:

(a) PG&E reserves the right to make use the Easement Areas 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.

(b) Grantee acknowledges that PG&E may have previously granted, and may in the future grant, certain rights in and across the Easement Areas to others, and the use of the word "grant" in this Agreement shall not be construed as a warranty or covenant by PG&E that there are no such other rights.

(c) Grantee shall not make use of the Easement Areas in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Easement Areas or PG&E's adjacent lands, by PG&E or others entitled to use such property.

(d) This grant is made subject to all applicable provisions of General Order No. 95 (Overhead Electric), General Order 112E (Gas) and General Order No. 128 (Underground Electric) of the CPUC, in like manner as though said provisions were set forth herein.

9. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and Grantee shall not commence construction or other activities hereunder, unless and until the CPUC approves this Agreement and the easements granted and other transactions contemplated hereby (including the adequacy of the compensation to be paid by Grantee), by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC). Grantee further acknowledges and agrees that PG&E makes no representation or warranty regarding the prospects for CPUC approval, and Grantee hereby waives all Claims against PG&E which may arise out of the need for such CPUC approval or the failure of the CPUC to grant such approval. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC Decision D\ E-4667 (Application No. 4340-E), in like manner as though said provisions were set forth in full herein.

10. Compliance; Insurance. PG&E shall have a right to access and inspect the Easement Areas at any time to confirm Grantee's compliance with Legal Requirements and the provisions of this Agreement. Prior to the Effective Date of this Agreement, Grantee shall procure, and thereafter Grantee shall carry and maintain in effect at all times during the term of the Agreement, with respect to the Easement Areas and the use, occupancy and activities of Grantee and Grantee's Representatives on or about the Easement Areas, the insurance specified in **EXHIBIT C**, attached hereto and made a part hereof by this reference, provided that PG&E reserves the right to review and modify from time to time the coverages and limits of coverage required hereunder, as well as the deductibles and/or self-insurance retentions in effect from time to time (but PG&E agrees that it will not increase required coverage limits more often than once in any five-year period). All insurance required under this Agreement shall be effected under valid, enforceable policies issued by insurers of recognized responsibility, as reasonably determined by PG&E, and shall be written on forms and with insurance carriers acceptable to PG&E. For so long as Grantee is an agency or instrumentality of the United States of America, the State of California or any political subdivision thereof, then Grantee may elect to self-insure for any or all of the required coverage. If Grantee is permitted to self-insure hereunder and elects to do so, Grantee shall be liable to PG&E for the full equivalent of insurance coverage which would have been available to PG&E if all required insurance policies had been obtained by Grantee from a third party insurer, in the form required by this Agreement, and shall pay on behalf of or indemnify PG&E for all amounts which would have been payable by the third party insurer. In addition, Grantee shall act with the same promptness and subject to the same standards of good faith as would apply to a third party insurance company. Grantee is also responsible for causing its agents, contractors and subcontractors to comply with the insurance requirements of this Agreement at all relevant times (provided, however, that Grantee, in the exercise of its reasonable judgment, may permit contractors and subcontractors to maintain coverages and limits lower than those required of Grantee, provided the coverages and limits required by Grantee are commercially reasonable in light of applicable circumstances). Any policy of liability insurance required to be maintained hereunder by Grantee may be maintained under a so-called "blanket policy" insuring other locations and/or other persons, so long as PG&E is specifically named as an additional insured under such policy and the coverages and amounts of insurance required to be provided hereunder

are not thereby impaired or diminished. In addition, liability insurance coverages may be provided under single policies for the full limits, or by a combination of underlying policies with the balance provided by excess or umbrella liability insurance policies.

11. Mechanics' Liens. Grantee shall keep the Easement Areas or any larger parcel of property containing the Easement Areas free and clear of all mechanics', material suppliers' or similar liens, or claims thereof, arising or alleged to arise in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by Grantee or at its request or for its benefit. If any mechanics' liens are placed on the Easement Areas or any larger parcel of property containing the Easement Areas in connection with the activities or facilities set forth in this Agreement, Grantee shall promptly cause such liens to be released and removed from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 3143 or any successor statute.

12. 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 upon actual receipt by the party being sent the notice, or on the following business day if sent by overnight courier, or on the expiration of three (3) business days after the date of mailing.

If to PG&E:

Pacific Gas and Electric Company
343 Sacramento Street
Auburn, CA 95603
Attention: Land Agent

With a copy to:

Pacific Gas and Electric Company
P.O. Box 7442, Mail Code B30A
San Francisco, California 94120
Attention: Wendy T. Coleman

If to Grantee:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667
Attention: Kim Kerr
Interim Director – Department of Transportation

With a copy to:

County of El Dorado
Housing, Community and Economic Development Programs
3057 Briw Road, Suite A
Placerville, CA 95667
Attention: C. J. Freeland
Department Analyst

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

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

15. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns (subject to the provisions of Section 16). No assignment or delegation by Grantee, whether by operation of law or otherwise, shall relieve Grantee of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of PG&E hereunder shall run with the land.

16. Assignment. Grantee shall not assign, convey, encumber (other than as may be specifically permitted by the terms of this Agreement), or otherwise transfer the easements and other rights herein conveyed, or any portion thereof or interest herein, without the prior written consent of PG&E. Such consent may be given or withheld by PG&E for any reason or for no reason, provided, however, that notwithstanding the foregoing, PG&E agrees that its consent will not be unreasonably withheld, delayed or conditioned in the case of a proposed transfer or dedication to a governmental agency. Grantee acknowledges and agrees that in any instance where PG&E is required not to unreasonably withhold its consent, it shall be reasonable for PG&E to withhold its consent if any regulatory agency having or asserting jurisdiction over PG&E or the Easement Areas, or having or claiming a right to review and/or approve the proposed transfer, fails to grant approval thereof (or imposes conditions on such approval which are not acceptable to PG&E, in its reasonable discretion). Grantee further acknowledges and agrees that in any instance where PG&E is required not to unreasonably delay giving or withholding its consent, it shall be reasonable for PG&E to make application for approval to any regulatory agency having or asserting jurisdiction, and to defer the giving or withholding of consent, without liability hereunder for delay, during the pendency and for a reasonable time following the conclusion of any such regulatory proceedings.

17. 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. Attorneys' fees shall include, without limitation, fees incurred in discovery, contempt proceedings and bankruptcy litigation, and in any appellate proceeding. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. The covenant in the preceding sentence is separate and several and shall survive the merger of this provision into any judgment on this Agreement. For purposes hereof, the reasonable fees of PG&E's in-house attorneys who perform services in connection with any such action shall be recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by PG&E's Law Department.

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. No Offsets. Grantee acknowledges that PG&E is executing this Agreement in its capacity as the owner of the Property, and not in its capacity as a public utility company or provider of electricity and natural gas. Notwithstanding anything to the contrary contained herein, no act or omission of Pacific Gas and Electric Company or its employees, agents or contractors as a provider of electricity and natural gas shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of PG&E and Grantee under this Agreement. Further, Grantee covenants not to raise as a defense to its obligations under this Agreement, or assert as a counterclaim or cross-claim in any litigation or arbitration between PG&E and Grantee relating to this Agreement, any claim, loss, damage, cause of action, liability, cost or expense (including, but not limited to, attorneys' fees) arising from or in connection with Pacific Gas and Electric Company's provision of (or failure to provide) electricity and natural gas.

20. No Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of land or rights to the general public. The right of the public or any person, including Grantee, to make any use whatsoever of the Easement Areas or any portion thereof, other than as expressly permitted herein or as expressly allowed by a recorded map, agreement, deed or dedication, is by permission and is subject to the control of PG&E in its sole discretion.

21. No Third Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and their respective successors and permitted assigns, and, except as expressly provided herein, does not confer any rights or remedies on any other person or entity.

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

23. Time. Except as otherwise expressly provided herein, the parties agree that as to any obligation or action to be performed hereunder, time is of the essence.

24. Severability. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this Agreement can be determined and effectuated.

25. 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.

26. Other Documents. Each party agrees to sign any additional documents or permit applications which may be reasonably required to effectuate the purpose of this Agreement. Provided, however, that PG&E will not be required to take any action or execute any document that would result in any cost, expense or liability to PG&E.

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

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

COUNTY OF EL DORADO,
a Political Subdivision of the State of
California

By: 

By: 

Name: ROBERT M MILNER

Name: Kimberly A. Kerr

Its: MANAGER, LABORERS

Its: Acting Community Development Agency Director

Exhibits A, B, A-2, B-2 and C attached

Attach to LD 2109-09-0730
Area 6, Sacramento Valley Region, Sierra Division
Land Service Office: San Francisco
Operating Department: Electric Transmission
T9N, R9E, MDM
Sec 1, S2ofSE4
FERC License Number(s): NA
PG&E Drawing Number(s): 212670
PLAT NO.: Elec: J3818, J3819
LD of any affected documents: 2109-09-0138
LD of any Cross-referenced documents: NA
TYPE OF INTEREST: 11c
SBE Parcel Number: 135-09-040, Pcl 1
(For Quitclaims, % being quitclaimed): NA
Order # or PM #: 30908382 - 0050
JCN: 22-13-004
County: El Dorado
Utility Notice Numbers: NA
851 Approval Application No. 4340-E Decision Approved
Prepared By: TEP
Checked By: DQT1

EXHIBIT A

ROAD AND PUBLIC UTILITIES EASEMENT

Being a portion of that certain real property described in Book 0727 of Official Records at Page 598, El Dorado County Records, lying in Section 1, Township 9 North, Range 9 East, Mount Diablo Base and Meridian, County of El Dorado, State of California, being more particularly described as follows:

BEGINNING at a found 3/4" iron pipe, stamped 4130 as shown on that certain map filed in Book 25 of Parcel Maps, at Page 32, El Dorado County Records, said pipe being at the southwest corner of Parcel A as shown on said Parcel Map; thence, along the south line of Parcels A and B of said Parcel Map, North 89°50'46" East 512.99 feet to the beginning of a non-tangent curve to the right, from which a radial line bears North 27°25'13" West, having a radius of 225.00 feet, a central angle of 27°15'59" and a chord bearing and distance of South 76°12'47" West 106.07 feet; thence, leaving said southerly line and along the arc of said curve, 107.07 feet; thence, South 89°50'46" West 293.06 feet to the beginning of a curve to the right, from which a radial line bears North 00°09'14" West, having a radius of 225.00 feet, a central angle of 14°08'12" and a chord bearing and distance of North 83°05'08" West 55.37 feet; thence, along the arc of said curve, 55.51 feet; thence, North 76°01'02" West 64.79 feet; thence, North 21°24'51" East 2.54 feet to the point of beginning.

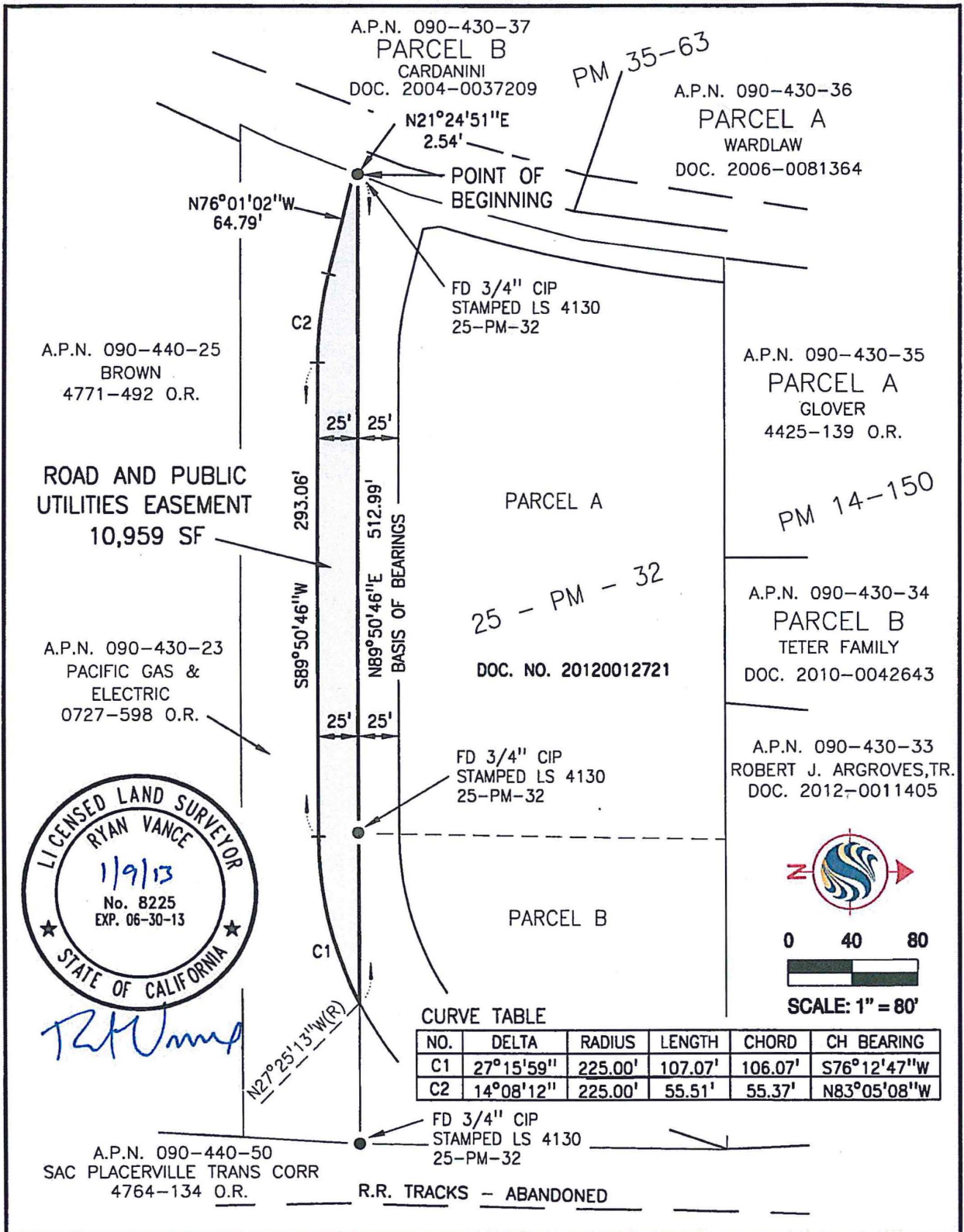
Containing a total of 10,959 square feet, more or less.

The bearings contained herein are based upon the south property lines of Parcels A and B as shown upon the map filed for record in Book 25 of Parcel Maps at Page 32, El Dorado County Records.

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



Ryan Vance



<p>Startec Consulting Services Inc. 1016 12th Street Modesto, CA U.S.A. 95354 Tel. 209.321.8986 Fax. 209.321.9045 www.startec.com</p>	<p>V:\1847\active\184710177\dwg\plots\RW-PG&E plot.dwg R Vance 1/9/13 10:49</p>	NM	OCT 2012
	<p>PACIFIC GAS AND ELECTRIC CO. SECTION 1, T.9 N., R.9 E., M.D.B. & M. SHINGLE SPRINGS, EL DORADO COUNTY, STATE OF CALIFORNIA</p>	<p>ROAD AND PUBLIC UTILITIES EASEMENT APN 090-430-23</p>	EXHIBIT NO. B

EXHIBIT A-2

TEMPORARY CONSTRUCTION EASEMENT

Being a portion of that certain real property described in Book 0727 of Official Records at Page 598, El Dorado County Records, lying in Section 1, Township 9 North, Range 9 East, Mount Diablo Base and Meridian, County of El Dorado, State of California, being more particularly described as follows:

BEGINNING at a found 3/4" iron pipe, stamped 4130 as shown on that certain map filed in Book 25 of Parcel Maps, at Page 32, El Dorado County Records, said pipe being at the southwest corner of Parcel A as shown on said Parcel Map; thence South 21°24'51" West 2.54 feet; thence, South 76°01'02" East 64.79 feet to the beginning of a curve to the left, having a radius of 225.00 feet, a central angle of 14°08'12" and a chord bearing and distance of South 83°05'08" West 55.37 feet; thence, along the arc of said curve, 55.51 feet; thence, North 89°50'46" East 115.81 feet to the **POINT OF BEGINNING** of this description; thence, North 89°50'46" East 136.35 feet to the beginning of a non-tangent curve to the left, from which a radial line bears North 10°32'16" West, having a radius of 1315.62 feet, a central angle of 00°56'02" and a chord bearing and distance of South 79°55'45" West 21.44 feet; thence, along the arc of said curve, 21.44 feet; thence, South 89°48'53" West 54.15 feet; thence, North 87°58'57" West 18.47 feet; thence, North 86°05'44" West 42.72 feet to the point of beginning.

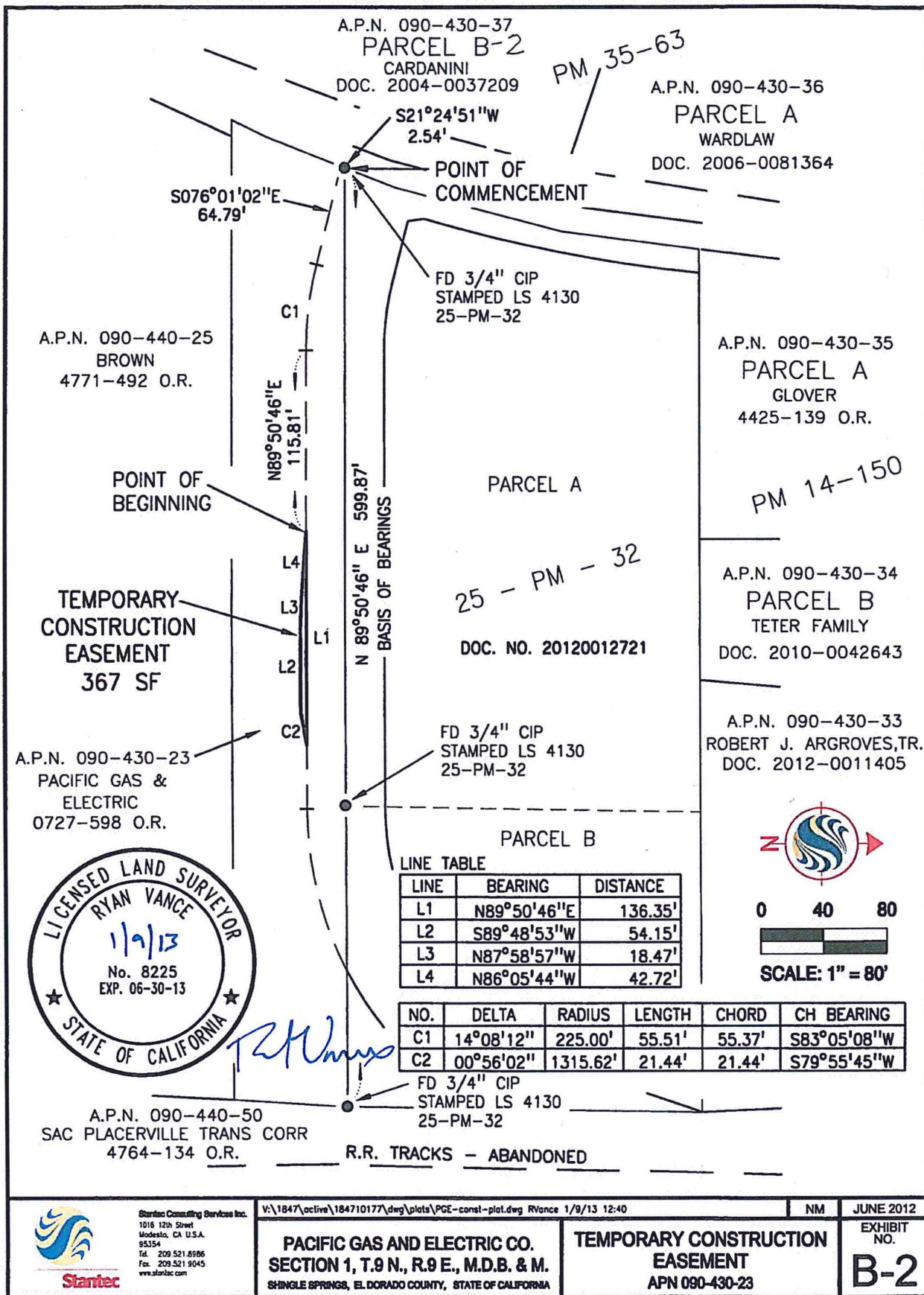
Containing a total of 367 square feet, more or less.

The bearings contained herein are based upon the south property lines of Parcels A and B as shown upon the map filed for record in Book 25 of Parcel Maps at Page 32, El Dorado County Records.

See Exhibit "B-2" attached hereto and made a part hereof.



Ryan Vance



Stantec Consulting Services Inc.
 1216 12th Street
 Modesto, CA U.S.A.
 95354
 Tel. 209.521.8986
 Fax. 209.521.9045
 www.stantec.com

V:\1847\active\184710177\dwg\plots\PGE-const-plot.dwg R Vance 1/9/13 12:40

PACIFIC GAS AND ELECTRIC CO.
 SECTION 1, T.9 N., R.9 E., M.D.B. & M.
 SHINGLE SPRINGS, EL DORADO COUNTY, STATE OF CALIFORNIA

TEMPORARY CONSTRUCTION EASEMENT
 APN 090-430-23

NM JUNE 2012
 EXHIBIT NO.
B-2

EXHIBIT C

INSURANCE REQUIREMENTS

Grantee shall procure, carry and maintain in effect throughout the term of this Agreement the following insurance coverage. Grantee is also responsible for its subcontractors maintaining sufficient limits of the appropriate insurance coverages.

A. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance indicating compliance with any and all applicable labor codes, acts, laws or statutes, state or federal.
2. Employer's Liability insurance shall not be less than One Million Dollars (\$1,000,000) for injury or death, each accident.

B. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability insurance "occurrence" form with no additional coverage alterations.
2. The limits shall not be less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, property damage and products and completed operations. Defense costs are to be provided outside the policy limits.
3. Coverage shall include: a) an "Additional Insured" endorsement (ISO Additional Insured form CG 2010 or equivalent coverage) adding as additional insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of work performed by or for Grantee. If the policy includes "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's requirement: "by blanket endorsement, PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of the work performed by or for the Grantee are included as additional insured"; and b) an endorsement or policy provision specifying that the Grantee's insurance is primary and that any insurance or self-insurance maintained by PG&E shall be excess and non-contributing.

C. Business Auto

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."
2. The limit shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage.

D. Additional Insurance Provisions

1. Upon the Effective Date of the Easement Agreement Grantee shall furnish PG&E with two (2) sets of certificates of insurance including required endorsements.
2. Documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to PG&E.
3. The documents must be signed by a person authorized by that insurer to bind coverage on its behalf and submitted to:

Pacific Gas and Electric Company Insurance Department 245 Market Street, Mail Code N4S San Francisco, California 94105	Pacific Gas and Electric Company 343 Sacramento Street Auburn, CA 95603 Attention: Land Agent
---	--
4. Upon request, Grantee shall furnish PG&E evidence of insurance for its agents or contractors.
5. PG&E may inspect the original policies or require complete certified copies at any time.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of EL DORADO

On MAY 16, 2013 before me, DORI FLOYD, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared KIMBERLY A. KERK
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

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: EASEMENT AGREEMENT (ROAD AND PUBLIC UTILITIES EMT)
 Document Date: MAY 16, 2013 Number of Pages: 23

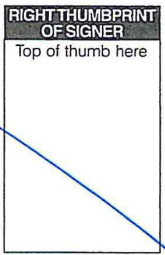
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: ACTING DIRECTOR
 Signer Is Representing: COUNTY OF EL DORADO COMMUNITY DEVELOPMENT AGENCY



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



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

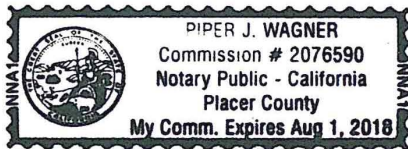
State of California

County of Sacramento

On 8/22/14 before me, Piper J. Wagner, Notary Public

personally appeared Ettore Minor

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]

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: Easement Agreement - County of El Dorado

Document Date: _____ Number of Pages: 22

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667

**Pacific Gas and Electric
APN: 090-430-23
Becken Lane - PG&E- Road PUE
Easement & TCE**

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the **ROAD AND PUBLIC UTILITIES EASEMENT** and the **TEMPORARY CONSTRUCTION EASEMENT** dated August 26, 2014, from **PACIFIC GAS AND ELECTRIC**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 090-430-23

Dated this _____ day of _____, 20__.

COUNTY OF EL DORADO

By: _____
_____, Chair

Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Date of Issuance – 8/15/14

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

ENERGY DIVISION

**RESOLUTION E-4667
August 14, 2014**

R E S O L U T I O N

Resolution E-4667. Pacific Gas and Electric Company requests Approval of the Becken Lane Road Easement Agreement under Public Utilities Code Section 851.

PROPOSED OUTCOME:

- This Resolution adopts the findings and conclusions in El Dorado County’s Initial Study/Negative Declaration, pursuant to the California Environmental Quality Act, and approves Pacific Gas and Electric Company’s Advice Letter 4340-E, seeking authority to grant to the County of El Dorado, two non-exclusive easements on PG&E property in the Shingle Springs area of El Dorado County, CA.

SAFETY CONSIDERATIONS:

- The granting of this easement will not impair utility service or safety, yet it will facilitate public safety because it will allow for the construction of a public road that will provide emergency vehicle access.

ESTIMATED COST:

- \$4,400

By Advice Letter 4340-E, dated December 31, 2013.

SUMMARY

This Resolution adopts the findings and conclusions in El Dorado County’s Initial Study/Negative Declaration (IS/ND) pursuant to the California Environmental Quality Act (CEQA) and approves Pacific Gas and Electric’s (PG&E) Advice Letter 4340-E seeking authority to grant to the County of

El Dorado, two non-exclusive easements on a portion of PG&E's property that supports electrical transmission projects.

PG&E submitted Advice Letter 4340-E to the California Public Utilities Commission (CPUC or Commission), seeking approval, under Public Utilities (P.U.) Code Section 851, of PG&E's consent to grant the County of El Dorado (grantee) two non-exclusive easements (a non-exclusive road/utility easement and a non-exclusive temporary construction easement) on a portion of PG&E's property that supports electric transmission facilities located in the Shingle Springs area of El Dorado County (property). If granted, the easement will facilitate the construction, use and maintenance of a 460 foot long public road. The project will provide emergency vehicle access to a housing project known as the Sunset Lane Apartments. PG&E asserts that these easements will not interfere with PG&E's transmission operations or PG&E's ability to provide utility services to its customers. In addition, granting these easements will not be adverse to the public interest; rather it will provide a public benefit by increasing public safety and allowing for secondary road access for fire officials to a multi-unit housing complex.

Advice Letter 4340-E was filed pursuant to General Order 173. This General Order authorizes utilities to request Commission approval pursuant to PU Code section 851 of certain transactions transferring interests in utility property valued at \$5 million or less.

The CPUC's decision to grant or deny the relief sought in AL 4340-E requires Commission review and adoption of the analysis and conclusions of the El Dorado County's IS/ND, issued for public comment in November 2012, and adopted by the County of El Dorado on December 18, 2012. In its review, conducted pursuant to (CEQA)¹, the County acted as Lead Agency and concluded that the proposed Becken Lane Road Easement Agreement, and all activities associated with it, would have no significant impacts on the environment. Such a review and adoption is a discretionary decision pursuant to CEQA, and the CPUC will act as a Responsible Agency for compliance with

¹ Section 21000 et seq. of the California Public Resources Code (PRC) and the State CEQA Guidelines (Title 14, Section 15000 et seq. of the California Code of Regulations [14 CCR 15000 et. seq].

CEQA. This Resolution adopts the conclusions and findings in El Dorado County's IS/ND in accordance with the CEQA Guidelines and the Public Resources Code, and approves the easement agreement between PG&E and El Dorado County.

BACKGROUND

PG&E owns land, buildings, and other facilities in connection with the provision of electric and natural gas services to its customers throughout northern and central California. In the provision of these services, PG&E relies on a portfolio of fee properties, rights-of-way, and facilities to support its electric and gas transmission activities. One such fee property is located in the Shingle Springs area of El Dorado County, which supports PG&E's electric transmission operations. The easements, if granted, will facilitate the construction, use, and maintenance of a public road--approximately 28-feet wide by 460 feet. This project, upon completion, will provide fire and other emergency vehicle road access to a 40-unit housing project constructed adjacent to the easement area.

The property includes: (1) a 10,959 square foot parcel--for the road utility easement; and (2) a 367 square foot parcel--for a temporary construction easement. The land is located on the southwest corner of the intersection of Sunset Lane and Becken Lane in Shingle Springs, El Dorado County. Specifically, the property is identified as El Dorado County Assessor's Parcel No. 090-430-23. The parcel is owned by PG&E and is currently vacant. The land is partially covered by gravel parking lot -- the remaining portion is covered with vegetation.

Grant of the easements will not interfere with PG&E's operations or service to its customers. The terms of the proposed easement prohibits the Grantee from interfering in any way with PG&E's use of the easement areas or the adjacent PG&E property. This prohibition includes any activity that places PG&E's facilities in violation of any provision of Commission General Orders 95, 112E, and 128, or any other legal requirements for operation of utility facilities. The proposed easement agreements further prohibit the Grantee from making use of the easement areas that would be incompatible with PG&E's use of the adjacent property.

PG&E states in the Advice Letter that the proposed easements satisfy Section 851 requirements as they are "not adverse to the public interest." PG&E notes that

“The Commission has repeatedly held that the relevant inquiry in Section 851 proceedings is whether the transaction is adverse to the public interest.” (See, e.g., Universal Marine Corp., 1984, Cal. PUC Lexis 962 * 3; 14 California Public Utilities Commission (“CPUC”) 2d 644, 646; see also Decision (“D.”) 03-01-084, 2003 Cal. PUC LEXIS 72, *10. D.89-07-016 and D.01-05-076.)” PG&E continues to note that “... in approving productive compatible uses of utility property such as this easement, the Commission has long recognized that the public interest is served when, as in this request, utility property is used for other productive purposes without interfering with the utility’s operations or affecting services to utility customers. (D.04-07-023, mimeo, p.13, citing D.02-01-058 [2002 Cal. PUC LEXIS 11, *9-*10], D.94-06-017, and D.92-07-007.)”

For the above reasons, PG&E asserts that the Commission should approve this Section 851 request to grant the easements relating to this PG&E property, and find that doing so is not adverse to the public interest because it will not impair PG&E’s provision of utility service. Rather, the easement will facilitate the construction of a secondary public road which upon completion will improve public health and safety in the adjacent area.

NOTICE

In accordance with General Order 96-B, Section 4, copies of Advice Letter 4340-E were sent electronically and/or via U.S. mail to parties on the list attached to Advice Letter 4340-E.

PROTESTS

Protests to Advice Letter 4340-E were due no later than January 22, 2014. Advice Letter AL 4340-E was not protested.

DISCUSSION

Staff has reviewed the associated Easement Agreement and finds that it reflects the interest of the public. PG&E and El Dorado County have agreed on the value of the property based on an appraisal report. The easement agreement addressed handling of potential hazards, insurance, and proper uses of the easement.

CEQA requires the Commission to consider the environmental consequences of its discretionary decisions. Pursuant to CEQA and Rule 2.4 of the Commission's Rules of Practice and Procedure, the Commission examines projects to determine any potential environmental impacts in order that adverse effects are avoided and environmental quality is restored or enhanced to the fullest extent possible under CEQA. In this instance, the Commission is the Responsible Agency under CEQA with respect to the environmental review of the Becken Road Easement Agreement. The Commission, as a Responsible Agency, must adopt the County of El Dorado's findings and conclusions as set out in the IS/ND.

The IS/ND was prepared by El Dorado County pursuant to CEQA evaluated potential environmental impacts of Becken Lane Road Easement Agreement. All the impacts identified in the Negative Declaration were found to be "less than significant" and would not require mitigations.

The IS/ND, (State Clearinghouse Number 2012112033), was circulated to various governmental agencies and departments for comments during the public review period. Notice was given to the property owners within the vicinity of the project site during the public review period. On December 18, 2012, the County adopted the findings and conclusions of the IS/ND.

This Commission has reviewed the County of El Dorado's IS/ND as part of our consideration of whether they have complied with CEQA. Based on that review, we find that the County's IS/ND represents our independent judgment regarding the environmental impact of the proposed project. Therefore, we will adopt the IS/ND and the County's findings and conclusions for the proposed project pursuant to and in compliance with CEQA.

COMMENTS

P.U. Code section 311(g)(1) provides that this resolution must be served on all parties and subject to at least 30 days public review and comment prior to a vote of the CPUC. Section 311(g)(2) provides that this 30-day period may be reduced or waived upon the stipulation of all parties in the proceeding.

The 30-day comment period for the draft of this resolution was neither waived nor reduced. Accordingly, this draft resolution was mailed to parties for comments, and will be placed on the Commission's agenda no earlier than 30 days from today.

No comments were received relating to the draft resolution.

FINDINGS

1. The County of El Dorado acted as the Lead Agency pursuant to CEQA for the environmental review of the Becken Lane Road Easement Agreement project.
2. The County issued an IS/ND for public comment between November 13, 2012 and December 3, 2012.
3. The County's IS/ND examined the project in detail, including the portions affecting PG&E property, and all related impacts.
4. The IS/ND concluded that all impacts of the project, including those on PG&E property, would not result in any significant impacts.
5. On December 18, 2012, the El Dorado County Board of Supervisors adopted the IS/ND for the project.
6. Pacific Gas and Electric Company submitted Advice Letter 4340-E on December 31, 2013, seeking authority pursuant to P.U. Code section 851 to enter into an easement agreement with the County of El Dorado.
7. Advice Letter 4340-E was filed pursuant to General Order 173, which authorizes utilities to request Commission approval pursuant to P.U. Code section 851 of certain transactions transferring interests in utility property valued at \$5 million or less.
8. PG&E served all required parties in accordance with General Order 96-B, Section 4.
9. The deadline for protests to Advice Letter 4340-E was January 22, 2014. No protests were received.
10. This easement agreement would allow the County of El Dorado to install, construct, and use a public road.
11. The CPUC's decision to grant or deny the relief sought in AL 4340-E requires Commission review and adoption of the analysis and conclusions of the Initial Study and Negative Declaration issued December 18, 2012, as well as the findings, and conclusions identified in the Board of Supervisor's Master Report, dated December 18, 2012.
12. The CPUC will act as a Responsible Agency for compliance with CEQA with respect to the environmental review of the Beck Lane Road Easement agreement.

13. We have reviewed and considered the County of El Dorado's IS/ND as well as the Board of Supervisor's Master Report prior to adopting the findings, conclusions therein.
14. We find that the findings and conclusions in El Dorado County's IS/ND as well as the Board of Supervisor's Master Report reflect our independent judgment.
15. We conclude that the County of El Dorado's IS/ND is competent, comprehensive and has been completed in compliance with CEQA and the Public Resources Code.
16. The County of El Dorado's IS/ND as well as the Board of Supervisor's Master Report should be adopted by the Commission as adequate for our decision-making purposes pursuant to CEQA.

THEREFORE IT IS ORDERED THAT:

1. The County of El Dorado's IS/ND is adequate for the Commission's decision-making purposes and is hereby adopted pursuant to CEQA Guidelines and the Public Resources Code.
2. The request of PG&E to grant two non-exclusive easements to the County of El Dorado as requested in Advice Letter 4340-E between Pacific Gas and Electric is approved.

This Resolution is effective today.

Resolution E-4667
PG&E AL 4340-E/JMU

8/14/2014

I certify that the foregoing resolution was duly introduced, passed and adopted at a conference of the Public Utilities Commission of the State of California held August 14, 2014; the following Commissioners voting favorably thereon:

/s/ PAUL CLANON
PAUL CLANON
Executive Director

MICHAEL R. PEEVEY
President

MICHEL PETER FLORIO
CATHERINE J.K. SANDOVAL
CARLA J. PETERMAN
MICHAEL PICKER
Commissioners

THIS CHECK IS ISSUED IN FULL PAYMENT OF THE WITHIN AMOUNT.
IF NOT CORRECT, RETURN TO COUNTY AUDITOR WITHOUT ALTERATION, AND STATE DIFFERENCE.

NO. 10 013720

PLEASE DETACH THIS
VOUCHER FROM CHECK

C.V.#	DESCRIPTION	AMOUNT
CV201501490 11 PU ED PGE EASEMENT APN 090-430-23 RESO E-4667		4400.00

COUNTY of EL DORADO

PLACERVILLE, CALIFORNIA 95667

COUNTY of EL DORADO

JOE HARN, C.P.A., AUDITOR-CONTROLLER
PLACERVILLE, CALIFORNIA 95667

NO. 10 013720

11-35 / 1210

BANK OF AMERICA NT & SA
PLACERVILLE, CA 95667

DATE CHECK/WARRANT NO. AMOUNT

10/23/2014 10013720

FOUR THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS

\$4,400.00

THE TREASURER OF EL DORADO COUNTY WILL
PAY TO THE ORDER OF:

PACIFIC GAS & ELECTRIC, INC.
ATTN: LAND AGENT
343 SACRAMENTO STREET
AUBURN CA 95603



VOID SIX MONTHS FROM DATE OF ISSUE

JOE HARN, C.P.A. AUDITOR-CONTROLLER

Joe Harn

⑈ 10013720 ⑈ ⑆ 121000358 ⑆ 14893 ⑈ 50167 ⑈