

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Rights Office
1850 Gateway Boulevard, 7th Floor
Concord, CA 94520

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

☐ This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens
& Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2402-03-0758

EASEMENT DEED

2014249 (22-99-021,022) 05-14-01
West Gap Project

CONTRA COSTA COUNTY, a political subdivision of the State of California,

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the receipt whereof is hereby acknowledged, hereby grants to Grantee the right at any time, and from time to time, to excavate for, install, replace (of the initial or any other size), maintain and use such pipe lines as Grantee shall from time to time elect for conveying gas, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipe lines, and such underground wires, cables, conduits, appliances, fixtures and appurtenances, as Grantee shall from time to time elect for communication purposes, together with adequate protection therefor, and also a right of way, within the hereinafter described easement area lying within Grantor's lands which are situated in the County of Contra Costa, State of California, and are described as follows:

(APN 358-020-014-9)

The aforesaid easement area is described as follows:

The parcel of land described in Exhibit "A" and shown upon Exhibit "B" attached hereto and made a part hereof.

Grantor further grants to Grantee:

(a) the right of ingress to and egress from said easement area over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said easement area by any public road or highway, now crossing or hereafter crossing said lands;

(b) the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim

and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations;

(c) the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the installation and replacement of said facilities;

(d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said easement area; and

(e) the right to mark the location of said easement area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of said easement area.

Grantee hereby covenants and agrees:

(a) not to fence said easement area;

(b) to promptly backfill any excavations made by it on said easement area and repair any damage it shall do to Grantor's private roads or lanes on said lands; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use said easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or plant any trees or vines, or construct associated supporting structures, within ten feet of the edge(s) of the pipeline(s), or diminish or substantially add to the ground cover over said facilities, or construct any fences that will interfere with the maintenance and operation of said facilities.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated _____, 20____.

Dated

April 14, 2015

CONTRA COSTA COUNTY

By


Chair, Board of Supervisors

The Area, Region or Location (operating area) - 2
Land Service Office – North Coast/Concord
Operating Department: Gas Transmission
USGS location: T02N R03W, Sec 18, MDBM
FERC License Number(s) N/A
PG&E Drawing Number(s) N/A
Record Map Sheet R-10363.03
Dwg Ref: URS Corp, Exhibit B, Rev 2/2015 (LD 2402-03-0758)
Caltrans R/W Map R-10363.03 / PGE Easement Parcel 56457-13
PLAT NO. 41E08
LD of any affected documents (if applicable): 2402-04-0897 (Line 105B);
2402-04-0453 (SP3)
LD Cross Reference: 2402-03-0754 (Assignment); 2402-03-0758 (Easement);
2402-03-0759 (JUA/City of Hercules); LD 2402-03-0760 (Assignment)
APN 358-020-014-9
Doc Type: Easement
TYPE OF INTEREST 05, 11r, 52
SBE Parcel Number N/A
(For Quitclaims, % being quitclaimed)
Order #: originally installed:
JCN: 22-99-021 (Relocate SP3 – Order# 9701860-2000)
JCN: 22-99-022 (Relocate Line 105B – Order# 7019525-2000)
County: Contra Costa
Utility Notice Numbers (if applicable)
851 Approval Application No. _____ Decision _____
Prepared By: Maureen Souza
Checked By: Joe Block
Version Number (if applicable)

Note: West Gap Project (Claeys Lane, Hercules)

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

State of California
County of _____)

On _____, before me, _____,
Here insert name and title of the officer
personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

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

EXHIBIT "A"

Real property situated in the Rancho El Pinole, Contra Costa County, State of California.

Being a portion of that parcel of land described as Parcel 10 (56457-13) in the Final Order of Condemnation recorded August 27, 2002 as Document No. 2002-0301156, Official Records of said County, described as follows:

PARCEL 1

An easement for gas line pipeline purposes and incidents thereto upon, over and across that certain real property described as follows:

Commencing at the most northerly corner of the parcel of land described in the Final Order of Condemnation, recorded April 24, 1984 in Book 11756 at Page 440, Records of said County; thence South 79°18'20" West 11.386 meters along the northwesterly line of said Final Order of Condemnation to the westerly line of Parcel 2 (56457-10) as described in said Document Number 2002-0301156, thence North 03°07'16" East 16.291 meters along last said line to the southerly line of Parcel 4 as described in said Document Number 2002-0301156; thence North 76°50'20" West 3.070 meters along last said line to the **Point of Beginning**, said point being coincident with the northwesterly line of the easement to Pacific Gas & Electric recorded April 25, 1968 in Book 5610 at Page 517, Official Records of said County; thence North 76°50'20" West 7.862 meters to the westerly line of said Parcel 10; thence North 03°07'16" East 37.970 meters along last said line to the northeasterly line of said Parcel 4; thence South 28°06'16" East 17.682 meters along last said line; thence South 03°07'16" West 23.836 meters; thence South 78°00'59" West 1.476 meters to the **Point of Beginning**.

Containing an area of 286 square meters more or less.

The bearings and distances used in the above description are on the California Coordinate System of 1983 (CCS83) Zone III (1991.35 HPGN). Multiply distances shown by 1.000060 to obtain ground distances.

This real property description has been prepared by me, or under my direction in conformance with the Professional Land Surveyors Act.

By  2/4/15
Dan S. Scott III, PLS 7840 Date



CONTRA COSTA COUNTY

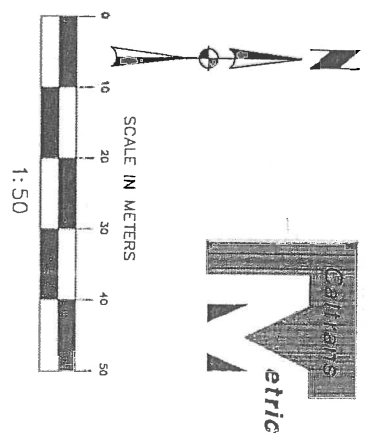
PARCEL 4
2002-0301156

PARCEL 1
PGE EASEMENT

PARCEL 2 (56457-10)
2002-0301156

CLAEYS LANE

CL LINE



LINE DATA TABLE		
No.	BEARING	DISTANCE
L1	S78°00'59"W	1.476m

LEGEND

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING



EASEMENT

ACCESS PROHIBITED

NOTE: BEARINGS AND DISTANCES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83) ZONE III (1991.35 HPGN) MULTIPLY DISTANCES SHOWN BY 1.00006010 OBTAIN GROUND DISTANCES

EXHIBIT B

CONTRA COSTA COUNTY

PGE EASEMENT

LD 2402-03-0758

DR. BY	DSS	DATE	02/2015
CKD. BY		SCALE	AS SHOWN
CO.	RTE.	K.P.	DR. NO.
CC	4	2.2	1 OF 1



ENGINEERS • SURVEYORS • ENVIRONMENTAL • GEOTECHNICAL
ONE CONCORD CENTER, 2300 CLAYTON ROAD, STE 1400 CONCORD CA 94520
(925) 446-3600 FAX: (925) 825-1064

11756 OR 440

R-10363.03

12.192m PGE ESMT
5610 OR 517
6.096m E.B.M.U.D.

P.O.B.
CI 12185.591
31417m L1 3.070m

N03°07'16"E 16.291m

57918°20'W

P.O.C.

3681 OR 205

N76°50'20"W

7.862m

L1

S03°07'16"W 23.836m

N03°07'16"E 37.970m

S28°06'16"E 17.682m