



**LETTER OF INTENT**

**CONFIDENTIAL**

July 29, 2020

Lake County Sanitation District  
Attention: Jan Coppinger, Administrator  
230 N. Main Street  
Lakeport, CA 95453

Re: Pacific Gas and Electric Company (PG&E) – Pre-Installed Interconnection Hub (PIH) Program  
County of Lake property located at 6325 State Highway 20 in Lucerne, CA  
Lake County Assessor’s Parcel Number (APN) 034-211-100

Dear Ms. Coppinger:

On behalf of PG&E ("Buyer"), I have been authorized to submit the following proposal to the County of Lake ("Seller") to purchase a permanent easement for purposes to install a pre-installed interconnection hub ("PIH") at the property located at 6325 State Highway 20 in Lucerne, CA, with Lake County APN 034-211-100 (the "Property"). The PIH site, as depicted on Exhibit "A", will consist of both an exclusive and non-exclusive area, and will enable PG&E to rapidly assemble and connect temporary generation equipment in order to energize an isolated circuit within the area during future public safety power shutoff ("PSPS") events.

The primary terms and conditions of this purchase, to be later memorialized in a separate Easement Deed and Transaction Summary Letter (together, the "Purchase Agreement"), would be as follows:

1. **BUYER:** Pacific Gas and Electric Company
2. **SELLER:** County of Lake
3. **PROPERTY RIGHTS TO BE ACQUIRED:**  
Permanent easement rights for a proposed PIH site, as depicted on Exhibit "A". Draft language for the easement is included on Exhibit "B". Both Exhibits "A" and "B" are attached and incorporated herein.
4. **PURCHASE PRICE:**  
The purchase price ("Purchase Price") for the necessary easement rights to construct the PIH site is *Nine Thousand Two Hundred Dollars (\$9,200.00)*. This Purchase Price is based on current fair market value of land for the Property.  
  
Note: After performing due diligence and feasibility studies, should it be deemed that additional property rights will be required to construct the PIH, this Purchase Price may be adjusted accordingly.
5. **RIGHT OF ACCESS:**  
Seller shall grant Buyer and its employees, agents and contractors the right to enter the Property for purposes of conducting due diligence and feasibility studies to construct the PIH.



6. **CONFIDENTIALITY:**

Both Buyer and Seller (collectively, "Parties") will maintain all information pertaining to the permanent easement in confidence and will not disclose such information to any other party without written consent. Confidential information may be released to the Parties' employees, partners, consultants and lenders who have a reasonable need for such information, provided that such individuals agree to maintain the confidential nature of the information.

7. **EXPIRATION:**

This proposal will expire on August 1, 2020 at 5:00 PM PST.

Parties acknowledge that they do not intend this letter to be legally binding. Parties also acknowledge that this letter does not contain nor has the Parties' agreement on all the essential terms of a Purchase Agreement, and that such essential terms will be the subject of further discussion. Parties further acknowledge that it would be imprudent and unreasonable to rely upon the expectation of entering into a binding contract based upon this letter, and efforts by the Parties to complete due diligence or negotiate a Purchase Agreement shall not be considered as evidence of the intent by either party to be bound by the terms of this letter. Parties fully understand that neither Buyer or Seller shall have any legal obligations to the other, or with respect to the proposed transaction, unless and until all of the terms and conditions of the proposed transaction have been negotiated, agreed to by both Parties and set forth in the Purchase Agreement, which has been signed and delivered by both Parties. This letter does not constitute an agreement to negotiate and either Buyer or Seller may terminate negotiations at any time and for any reason, or for no reason, prior to the execution and delivery of a definitive Purchase Agreement.

PG&E has contracted with the Real Estate consulting firm, Interwest Consulting Group (Interwest), to help coordinate this effort. Charlene Bautista with Interwest will assist with any questions or concerns you may have. If this letter accurately reflects our present understanding with respect to the Property, kindly sign below and return this letter to Charlene. Should you like to discuss further, please feel free to contact Charlene at (916) 838-3612 or via email at [cbautista@interwestgrp.com](mailto:cbautista@interwestgrp.com). We look forward to your prompt and favorable reply.

Sincerely,

Jamie Guillen, SR/WA  
Principal Right of Way Agent  
Pacific Gas and Electric Company

---

**ACKNOWLEDGED BY SELLER:**

County of Lake

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

*JAM CAPPINGER*  
*JAM CAPPINGER*  
*7-29-2020*



## Exhibit "A" Proposed PIH Site

### Proposed Lucerne PIH Site Arrangement

County of Lake Property: 6325 State Highway 20, Lucerne, CA 95458 / Lake County APN: 034-211-100



**T** Transformer      ● New Pole      — New Underground Service      — New Overhead Service  
Exclusive Easement Area – 25' x 92.5'      Non-Exclusive Easement Area – 44' x 86'      Offsite Distribution Easement – 15' x 82'

*\*Dimensions and areas are estimated at this time and will be confirmed upon completion of survey work.*