

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 \$ _____

- ☐ 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

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2414-08-10003

EASEMENT DEED

2020092 (7093365) 09 25 2

Lucerne PIH Site

COUNTY OF LAKE, 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 exclusive and non-exclusive easements within the hereinafter described easement areas, lying within Grantor's lands situate in the County of Lake, State of California, and described as follows:

(APN 034-211-10)

Portion LOT K as shown upon the Survey Map filed for record July 28, 1924 in Book 3 of Maps at page 113, Lake County Records bounded on the north by the northerly boundary line of the certain parcel of land described in the deed from Lucerne Recreation and Park District to the County of Lake dated January 17, 1979 and recorded in Book 979 of Official Records at page 163, Lake County Records, and bounded on the east by the easterly line of said Lot K, and bounded on the south by the northerly boundary line of the parcel of land described and designated Parcel One in the deed from Paulette K. Peterson to Leonard C. Peterson dated July 22, 2014 and recorded as Document No. 2014009181, Lake County Records, and bounded on the west by the low water line of Clear Lake.

The easement areas are described as follows:

(1) the parcel of land described and designated in EXHIBIT "A" and shown upon EXHIBIT "B" attached hereto and made a part hereof ("Exclusive Easement Area").

(2) the parcel of land described and designated in said EXHIBIT "A" and shown upon said EXHIBIT "B" ("Non-Exclusive Easement Area").

Grantor hereby grants to Grantee:

(a) the right, from time to time, to excavate for, construct, reconstruct, replace (of the initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, on, over, and under said Exclusive Easement Area; together with the right, as Grantee shall from time to time deem necessary to pave and enclose with adequate protection thereafter, said Exclusive Easement Area;

(b) the right, from time to time, to excavate for, construct, reconstruct, replace (of the initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, on and under said Non-Exclusive Easement Area and to pave, gravel or lay other surface material within said Non-Exclusive Easement Area at PG&E's sole discretion; together with the right, as Grantee shall from time to time deem necessary to temporarily install above ground facilities and associated equipment and enclose with a fence said Non-Exclusive Easement Area in an emergency event; and

Exclusive Easement Area and Non-Exclusive Easement Area may hereinafter be collectively referred to as ("Easement Areas").

Grantor further grants to Grantee:

(a) the right of ingress to and egress from said Easement Areas 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 Areas 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, without Grantee paying compensation, any and all trees, roots, brush, vines, and to remove any associated supporting structures now or hereafter within said Easement Areas, and shall have the further right, from time to time, to trim and cut down trees, roots, brush, and vines along each side of said Easement Areas 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 Areas as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance, and inspection of said facilities; and

(d) the right to install, maintain, and use gates in all fences which now cross or shall hereafter cross said Non-Exclusive Easement Area.

Grantee hereby covenants and agrees:

(a) to promptly backfill any excavations made by it on said Easement Areas;

(b) to repair any damage it shall do to Grantor's lands by exercising said right of ingress and egress;

(c) to indemnify and defend 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 and defense shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct; and

(d) to secure said Non-Exclusive Easement Area with temporary fencing and gates to restrict Grantor and public access during an emergency event and remove said temporary fencing and above ground facilities and associated equipment after the emergency event is no longer active.

Grantor hereby covenants and agrees:

(a) not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said Easement Areas, or diminish or substantially add to the ground level within said Easement Areas, or construct any fences that will interfere with the maintenance and operation of said facilities, or grant any easement or other use on, over, or under said Exclusive Easement Area;

(b) that the maintenance of said Non-Exclusive Easement Area shall continue to be the sole responsibility and expense of Grantor;

(c) that within twenty-four (24) hours of Grantee's advance notice of an emergency event, Grantor will not have access to said Non-Exclusive Easement Area until notified by Grantee that the emergency event is no longer active and all of Grantee's equipment has been removed; and

(d) that within twenty-four (24) hours of Grantee's advance notice of an emergency event, Grantor shall remove any and all property located on or obstructing access to said Non-Exclusive Easement Area, unless otherwise agreed to by Grantee. If said Non-Exclusive Easement Area is not cleared, Grantee shall have the right to remove the obstruction(s) at Grantor's sole cost and expense and without incurring any liability or costs for damages related to moving the obstruction(s).

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____.

COUNTY OF LAKE, a political subdivision of the State of California

City Clerk or Clerk of the Board:

By: _____

By: _____

I hereby certify that a resolution was adopted on the _____ day of _____, 20____, by the _____ authorizing the foregoing easement. By _____

Attach to LD: 2414-08-10003
Area, Region or Location: 7, Humboldt
Land Service Office: Sacramento
Line of Business: Electric Transmission (42)
Business Doc Type: Easements
MTRSQ: 24.14.08.06.32, 24.14.08.07.41,
FERC License Number: N/A
PG&E Drawing Number: SL-1589
Plat No.: N/A
LD of Affected Documents: N/A
LD of Cross Referenced Documents: N/A
Type of interest: Electric Underground Easements (4), Utility Easement (86)
SBE Parcel: N/A
% Being Quitclaimed: N/A
Order or PM: 7093365
JCN: N/A
County: Lake
Utility Notice Number: N/A
851 Approval Application No: N/A ;Decision: N/A
Prepared By: dtw0
Checked By: cxoq
Approved By: pla8 (via e-mail)
Revised by:

LD 2414-08-10003

Lucerne PIH Easements

EXHIBIT "A"

(APN 034-211-10)

Lands Description:

Real property situate in Lake County, State of California, being a portion of the southeast quarter of the southwest quarter of Section 6 and the northeast quarter of the northwest quarter of Section 7, Township 14 North, Range 8 West, M.D.M., described as follows:

Portion LOT K as shown upon the Survey Map filed for record July 28, 1924 in Book 3 of Maps at page 113, Lake County Records bounded on the north by the northerly boundary line of the certain parcel of land described in the deed from Lucerne Recreation and Park District to the County of Lake dated January 17, 1979 and recorded in Book 979 of Official Records at page 163, Lake County Records, and bounded on the east by the easterly line of said LOT K, and bounded on the south by the northerly boundary line of the parcel of land described and designated Parcel One in the deed from Paulette K. Peterson to Leonard C. Peterson dated July 22, 2014 and recorded as Document No. 2014009181, Lake County Records, and bounded on the west by the low water line of Clear Lake.

Easement Areas:

The area over and across a portion of said Lands being described as follows:

Exclusive Easement Area:

Commencing at the found 1/2" rebar shown on the map filed for record October 15, 1969 in Book 5 of Records of Surveys at page 21, Lake County Records, as marking the northwest corner of Adjusted Lot 775 and running along southeasterly line of Sixteenth Avenue and the southwesterly projection thereof

(a) South 59°16'00" West 290.92 feet
to a point on the said easterly line of LOT K and being the **True Point of Beginning**; thence continuing along said southwesterly projection

(1) South 59°16'00" West 102.94 feet; thence leaving said southwesterly projection

(2) North 18°06'21" West 25.62 feet

to a point herein for convenience called **Point "A"**; thence

(3) North 59°16'00" East 101.81 feet

to said easterly line of LOT K and to the beginning of a non-tangent curve to the right having a radius of 371.42 feet from which the radial line bears North 67°27'04" East; thence

(4) Southerly along said easterly line of LOT K along the arc of said curve 25.40 feet, through a central angle of 03°55'07" to said **True Point of Beginning**.

The area of the herein above described portion of land being 2,563 square feet.

And as shown on Exhibit "B" attached hereto and made a part hereof.

Non-Exclusive Easement Area:

Beginning at said **Point "A"** and running

(1) North 18°06'21" West 45.09 feet; thence

(2) North 59°16'00" East 95.63 feet

to said easterly line of LOT K and to the beginning of a non-tangent curve to the right having a radius of 371.42 feet from which the radial line bears North 60°38'09" East; thence

(3) Southerly along the arc of said curve 44.18 feet, through a central angle of 06°48'55"; thence leaving said easterly line of LOT K

(4) South 59°16'00" West 101.81 feet to said **Point "A"**.

The area of the herein above described portion of land being 4,363 square feet.

And as shown on Exhibit "B" attached hereto and made a part hereof.

The foregoing descriptions are based on a survey made by Grantee in September 2020. The basis of bearings used is based on a course along the southeasterly line of Sixteenth Avenue which course according to the Record of Survey filed for record October 15, 1969 in Book 5 of Records of Survey at page 21, Lake County Records, has a bearing of North 59°16'00" East and a distance of 211.72 feet.



Prepared by: Curt C. Castro
L.S. No. 8714



TOWNSHIP 14 NORTH, RANGE 08 WEST,
SE 1/4 OF SW 1/4, SECTION 06 AND
NE 1/4 OF NW 1/4, SECTION 07, M.D.M.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S59°16'00"W	290.92'
L2	S59°16'00"W	102.94'
L3	N18°06'21"W	25.62'
L4	N59°16'00"E	101.81'
L5	N18°06'21"W	45.09'
L6	N59°16'00"E	95.63'
R1	N60°38'09"E (RADIAL)	
R2	N67°27'04"E (RADIAL)	

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA
C1	371.42'	25.40'	03°55'07"
C2	371.42'	44.18'	06°48'55"

UNLESS OTHERWISE SHOWN ALL COURSES
EXTEND TO OR ALONG ALL BOUNDARY LINES

LEGEND

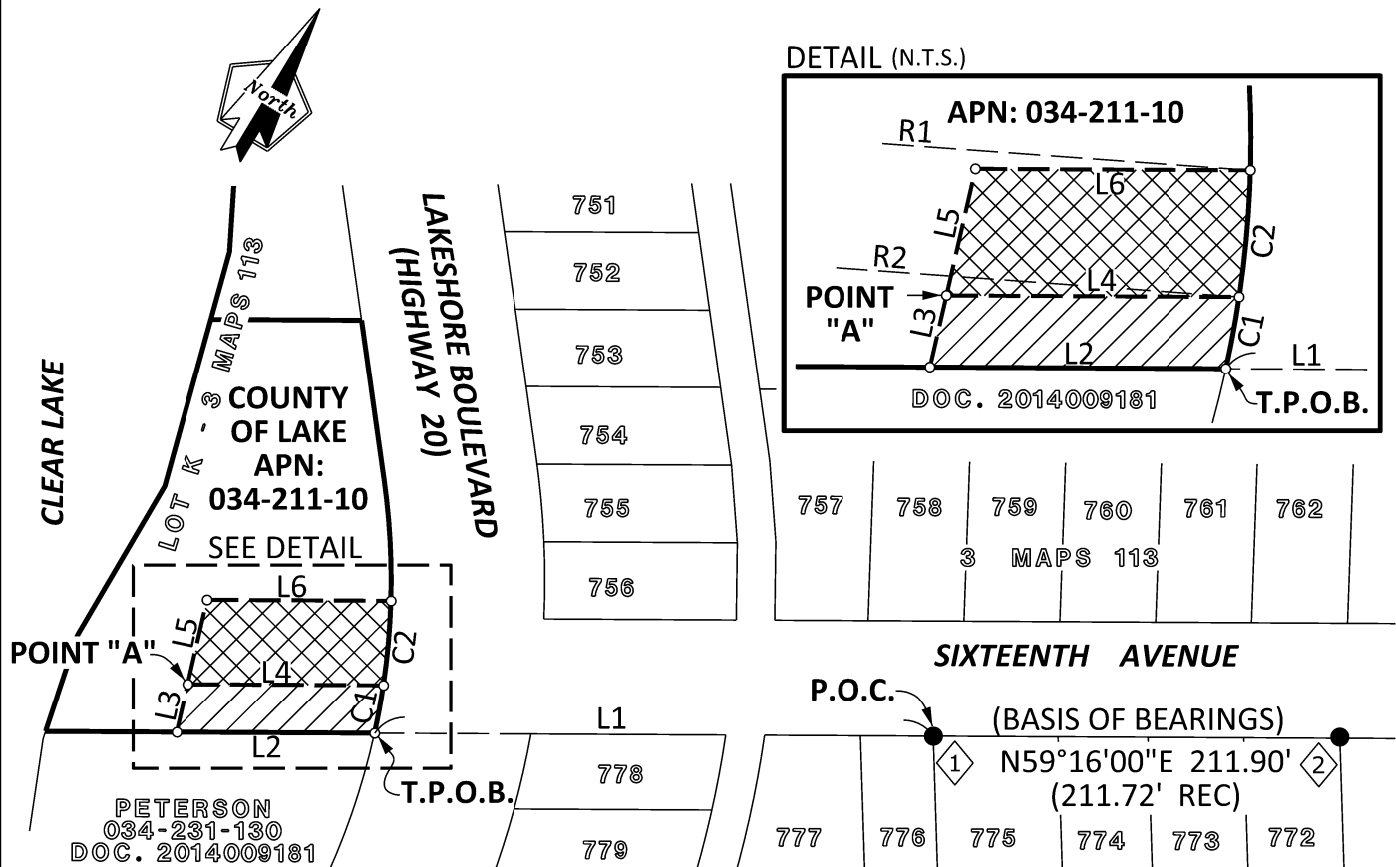
	BOUNDARY LINE
	PROPOSED PG&E EXCLUSIVE EASEMENT 2,563 ± SQ.FT
	PROPOSED PG&E NON-EXCLUSIVE EASEMENT 4,363 ± SQ.FT.
T.P.O.B.	TRUE POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
o	DIMENSION POINT

MONUMENT NOTES

- ① - FOUND 1/2" REBAR PER 5 ROS 21
- ② - FOUND 1/2" IRON PIPE PER 5 ROS 21

BASIS OF BEARINGS

THE LINES AND COURSES SHOWN HEREON ARE
BASED ON THE RECORD OF SURVEY FILED FOR
RECORD OCTOBER 15, 1969 IN BOOK 5 OF RECORDS
OF SURVEY AT PAGE 21, LAKE COUNTY RECORDS.



2414-08-10003		<div>EXHIBIT "B"</div> <div>LANDS OF LAKE COUNTY</div> <div>LAKESHORE BOULEVARD</div> <div>LUCERNE, LAKE COUNTY, CALIFORNIA</div> <div>PACIFIC GAS AND ELECTRIC COMPANY</div> <div>San FranciscoCalifornia</div>	<div></div>	PROJ. NO. 7093365	
AREA AREA 7, NORTH VALLEY					
COUNTY LAKE					
SCALE 1 INCH = 100 FEET					
SHEET NO. 1 OF 1					
BY AAHE	DR DTW0			DRAWING NUMBER	CHANGE
CH CXOQ	O.K. C4CK			SL-1589	0
DATE 09/24/2020					