

RECORDING REQUESTED BY AND RETURN TO:

**PACIFIC GAS AND ELECTRIC COMPANY**  
**300 Lakeside Drive, Suite 210**  
**Oakland, CA 94612**  
**Attn: Land Rights Library**

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# 2404-07-10007

EASEMENT DEED

2019093 (01-16-008) 10 19 07~~6~~

R-708 L-021G-10 Petaluma River Crossing

~~LANDS~~ CITY OF PETALUMA, a Municipal Corporation of ~~t~~The State of California

("Grantor"), in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Grantee"), the receipt of which is hereby acknowledged, grants to Grantee the right to excavate for, construct, reconstruct, replace (of the initial or any other size), remove, maintain, inspect, and use such pipe lines, valves, and appurtenances for conveying gas, and other appliances, fittings, and devices for controlling electrolysis for use in connection with the pipe lines, and such underground wires, cables, conduits, appurtenances and other associated equipment for communication purposes, and the right to energize the facilities, together with a right of way, within the easement area described below, lying within Grantor's lands situated in the Unincorporated Area, County of Sonoma, State of California, and described as follows:

(APN 017-170-001)

The parcel of land described and designated LANDS in EXHIBIT "A" attached hereto and made a part hereof.

The easement area is described as follows:

The parcel of land described and designated EASEMENT AREA in EXHIBIT "A" and shown upon EXHIBIT "B" attached hereto and made a part hereof ("Non-Exclusive Easement Area")

Grantor further grants to Grantee:

(a) the right of ingress to and egress from the 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 the 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, without Grantee paying compensation, any and all trees, roots, brush, vines, and to remove any associated supporting structures now or hereafter within the easement area, 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 the easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance, and inspection of the facilities;

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

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

(f) the right to grading for, construct, reconstruct, maintain, and use such roads on and across said lands as Grantee may deem necessary in exercising its right of ingress and egress granted herein;

Grantee covenants and agrees:

(a) to restore the easement area as a result of excavation made by Grantee to as near as practicable to the condition that existed prior to such excavation at Grantee's sole cost and expense;

(b) to repair any damage to the lands caused by Grantee as a result of exercising its right of ingress and egress granted herein; and

(c) to the maximum extent permitted by law, at its sole cost and expense, to indemnify, defend with counsel reasonably acceptable to Grantee and hold harmless Grantor and its officials, employees, agents and volunteers from and against any and all loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, penalties, fines, expenses and costs (including, without limitation, claims expenses, attorneys' fees and costs and fees of litigation), of any nature, caused by any 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 Owner's sole negligence or willful misconduct. ~~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 sole negligence or willful misconduct.~~

Grantor reserves the right to use the easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided, Grantor shall not:

(a) 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 the easement area, or diminish or substantially add to the ground level

within the easement area, or construct any fences that will interfere with the maintenance and operation of the facilities;

(b) deposit, or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, within the easement area, which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder.

Grantor shall not commence, nor allow a third party to commence, any construction activity (surface or subsurface) within the easement area without the written approval of Grantee, which approval shall not be unreasonably withheld. No construction activity shall commence until such time that Grantee approves the request.

Grantor shall not plant any trees, brush, vines, and other vegetation within the easement area. Grantor may plant and maintain ground covers, grasses, flowers, crops, and low-growing plants that grow unsupported to a maximum of four (4) feet in height at maturity within the easement area.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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\_\_\_\_\_.

CITY OF PETALUMA, a Municipal  
Corporation of ~~t~~The State of California

By \_\_\_\_\_  
Peggy Flynn  
City Manager