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June 6, 2023

Via Mail and Email  
Updated

City of Petaluma  
c/o Jeff Stutsman  
11 English Street  
Petaluma, CA 94952  
[JStutsman@cityofpetaluma.org](mailto:JStutsman@cityofpetaluma.org)

Re: R-708 L-021G Pipeline Replacement Project (74001643)  
Final Offer of Just Compensation for Property Located at the Southerly End of Cader Lane,  
Petaluma  
APN: 017-170-001, Sonoma County

Dear Mr. Stutsman:

Pursuant to past discussions and correspondence between the City and Pacific Gas and Electric Company (PG&E), PG&E is undertaking a gas transmission pipeline replacement project, R-708 L-021G Pipeline Replacement Project (Project). PG&E's top priority is to ensure the safety and reliability of its natural gas transmission system. After a comprehensive inspection and evaluation of the system, PG&E has determined it is necessary to replace segments of the existing gas pipeline on City's Property. I am contacting you to provide an update to previous discussions between the City and PG&E's previous Right of Way Consultant, Mrs. Laura Menendez with Interwest Consulting Group, regarding the Project. PG&E hopes to reach a fair and amicable agreement to purchase a permanent utility easement and a temporary construction easement on Assessor Parcel No. 017-170-001 located at the Southerly End of Cadre Lane, Petaluma, California also known as Shollenberger Park (Property) to facilitate implementation of this Project at the earliest practical date.

PG&E retained an independent, licensed appraiser to value the proposed easements on the Property. The appraiser valued the permanent easement (\$6,186) and temporary construction easement (\$11,392) on the Property in amounts totaling \$17,600 (rounded). Based on this appraisal, PG&E submitted an updated written offer dated November 2, 2022 to obtain the necessary easements for the Project. A copy of the appraisal supporting the offer was included with PG&E's prior offer letter. The appraisal was updated to include an additional temporary construction easement area for ground water discharge. Based on the updated appraisal, the amount of just compensation is \$29,300 (rounded; permanent easement \$6,186 and temporary construction easement \$23,034). A copy of the updated appraisal report dated March 6, 2023 was previously provided and is enclosed.

Please note that the construction schedule was recently modified and scheduled to commence on or around October 2023 (instead of July as initially planned) for a three-month term for the installation of the new pipeline. A second construction timeframe was added for August 2024 for a three-month term

to complete the project. This increased the temporary construction easement term from four-months to six-months; therefore, the updated offer amount based on the appraised value is \$41,000 (rounded).

By this letter, PG&E's settlement proposal to acquire the permanent easement and six-month temporary construction easement (two terms, each term is three-months) on the Property remains at \$100,000, which is fair and just compensation based on the updated appraisal plus an additional amount for settlement purposes if the City grants the executed easements by June 21, 2023. Enclosed is an Agreement (Agreement) for the City's review.

To ensure the continued safety and reliability of delivering gas service to the public and protect the Project schedule, PG&E may have to take formal steps and file eminent domain proceedings if the easement rights are not acquired by June 21, 2023. However, please know that PG&E will continue these negotiations in good faith if eminent domain proceedings are filed.

As you may know, the City may obtain its own appraisal of the easement at PG&E's expense (up to \$5,000). To be reimbursed by PG&E, the City must select an independent appraiser licensed by the California Office of Real Estate Appraisers and document its reasonable costs. PG&E is not required to accept the results of the City's appraisal, however. If the City decides to obtain such an appraisal, please let us know and we will arrange to reimburse the expense, up to \$5,000.

During project construction, care will be taken to avoid any damage to the Property. Following work on the Property, PG&E's construction contractor will clean and restore the site to its pre-existing condition. PG&E will pay for any damage to the Property, caused by Project construction, after evaluating a written estimate of damage that you may submit to PG&E. PG&E and/or its construction contractor will confer with you in good faith to resolve any Project damage claim. By agreeing to the permanent or temporary easements, you will not limit your ability to bring legal action against PG&E for such property damage losses if they are not resolved to your satisfaction.

This letter constitutes PG&E's final offer to purchase the permanent and temporary easements. All previous offers and the offers in this letter have been made under the provisions of Evidence Code section 1152 for the purpose of confidential settlement negotiations.

As the Project is scheduled to commence in October 2023, time is of the essence. We ask that this matter be included on the City Council's agenda as quickly as possible, while the parties continue to try and finalize this transaction. If eminent domain proceedings are filed, the appraised value of the proposed permanent easement and temporary construction easement (\$41,000) will be deposited into the State's Condemnation Deposit Fund while our efforts towards settlement continue.

Copies of the Easement Deed and Temporary Construction Easement, and supporting documents, are enclosed for the City's consideration and signature. Only signatures to the Easement Deed must be notarized. Please contact me at (925) 334-6338 or [Jamie.Stevens@pge.com](mailto:Jamie.Stevens@pge.com) after review of this letter to further discuss and resolve this matter. PG&E remains hopeful that it can reach a settlement with the City and will take every reasonable step to address concerns.

City of Petaluma  
June 6, 2023  
Page 3

If you have any questions in this regard, please let me know. Thank you for your anticipated cooperation and consideration.

Sincerely,



Jamie Stevens, SR/WA  
Principal Right of Way Agent

Enclosures: Appraisal  
Easement Deed LD #2404-07-10007 (with plat/legal)  
Temporary Construction Easement (with plat/legal)  
Exhibit Maps  
Agreement (with exhibits)  
Eminent Domain Informational Pamphlet  
W-9 Tax Form

# Appraisal Report



SHOLLENBERGER PARK  
CITY of PETALUMA PROPERTY  
SOUTHERLY END of CADER LANE  
PETALUMA, CALIFORNIA

PREPARED FOR

PACIFIC GAS and ELECTRIC COMPANY

PREPARED BY

CHAPMAN & PATTON

EFFECTIVE DATE OF VALUE

AUGUST 3, 2022



APPRaisal OFFICES OF  
**CHAPMAN & PATTON**

PO Box 973  
Oakdale, CA 95361  
Phone (209) 484-3217  
Phone (925) 831-1311  
www.chapmanandpatton.com

March 11, 2023

Kevin Larson, MAI  
Pacific Gas & Electric Company  
7<sup>th</sup> Floor, Room 7044A  
1850 Gateway Boulevard  
Concord, CA 94520

Dear Mr. Larson,

Pursuant to our agreement, an appraisal has been made of the Fair Market Value of the City of Petaluma property known as Shollenberger Park. It is identified as Assessor's Parcel Number 017-170-001 located at the southerly end of Cader Lane in Petaluma (Sonoma County), California. This 212.19-acre property is also on the northerly side of Petaluma River. The property being appraised will be referred to as the Subject property in this report.

The purpose of this appraisal is to provide you with an opinion of just compensation for the proposed acquisitions of one permanent easement for a gas transmission line and one temporary construction easement in 6 segments. The easements are required for a PG&E gas transmission line project that will replace an existing older gas transmission line.

This report contains a description of the entire property in the before condition, the acquisitions, the effect of the acquisitions upon the remainder, and estimated just compensation associated with the acquisitions and project. The appraisal of the property in the before condition is made under the hypothetical condition that the proposed PG&E project does not exist.

The Notice of Decision to Appraise was sent to the owner on July 27, 2022. The city responded by saying a meeting was unnecessary and to proceed with the appraisal.

An onsite viewing of the Subject property took place on August 3, 2022.

I have gathered pertinent information, sales, and other data relevant to the valuation of the property and analyzed the data to reach my conclusions. In my opinion, just compensation for the property rights to be acquired from the Subject property as of August 3, 2022, was \$29,200.

This is a Restricted Use appraisal report that may not be understood properly without additional information retained in the appraiser's file. This report is performed in accordance with generally accepted reporting requirements for Uniform Standards of Professional Appraisal Practice 2-2(b). Please refer to the Statement of Limiting Conditions, Extraordinary Assumptions and Hypothetical Conditions found in the Introduction section of this report as they could affect the results of this assignment as they affect the results of this assignment.

Very Truly Yours,

CHAPMAN & PATTON



Dean Chapman, MAI, SRA, SR/WA  
Certified General Real Estate Appraiser #AG006074

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## **INTRODUCTION**

### **Summary of Salient Facts**

Subject Property Address:	9 Corporate Circle, Petaluma, CA (per Assessor)										
Location:	The property is located at the southerly end of Cader Lane, south of McDowell Boulevard.										
Property Description:	The Subject property is better known as Shollenberger Park, a wetlands area with a circular trail and fishing pier that contains 212.19 acres. This public park's trailhead includes a paved parking lot for 40 cars plus a restroom.										
Zoning:	CF and OSP										
General Plan:	The General Plan designation is consistent with zoning.										
Rezoning Probability:	A zoning change is unlikely.										
Inspection Date:	August 3, 2022										
Valuation Date:	August 3, 2022										
Highest And Best Use - Before Condition:	Absent the current public park use, the property has agricultural potential in the before condition.										
Fair Market Value of Whole - Before Condition:	\$4,283,800										
Permanent Easement Acquisition:	A 60' strip of unimproved land containing 53,792 square feet.										
Temporary Construction Easement (TCE):	One TCE with 6 segments contain a total of 1,520,274 square feet <b>net</b> . The TCE will be in effect for 4 months.										
Construction Contract Work	Construction Contract Work (CCW) includes replacing the land in the same fundamental condition as in the before condition.										
Effect of Acquisitions Upon Remainder:	The project will not have an adverse effect on the remainder.										
Highest And Best Use-After Condition:	The highest and best use of the remainder in the after condition is the same as in the before condition.										
Summary of Just Compensation:	<table><tr><td>Permanent Easement:</td><td>\$ 6,186</td></tr><tr><td>Temporary Construction Easement:</td><td>\$23,034</td></tr><tr><td>Severance Damage:</td><td>\$ 0</td></tr><tr><td>Total:</td><td>\$29,220</td></tr><tr><td>Rounded:</td><td>\$29,200</td></tr></table>	Permanent Easement:	\$ 6,186	Temporary Construction Easement:	\$23,034	Severance Damage:	\$ 0	Total:	\$29,220	Rounded:	\$29,200
Permanent Easement:	\$ 6,186										
Temporary Construction Easement:	\$23,034										
Severance Damage:	\$ 0										
Total:	\$29,220										
Rounded:	\$29,200										

### **Purpose of the Appraisal**

The purpose of this appraisal is to estimate just compensation for the acquisition of one permanent easement for a gas transmission line and one temporary construction easement in 6 segments.

### **Appraisal Report Format**

This is a Restricted Use appraisal report, in accordance with the requirements identified in Standard Rule 2-2(b) of USPAP. It is intended to provide a summarized description of the entire property in the before condition, the acquisitions, the effect of the acquisitions upon the remainder, and estimated just compensation associated with the acquisitions and project. It should be noted that the appraiser's opinions and conclusions set forth in the report may not be understood properly without additional information retained in the appraiser's work file. The report format had been mutually agreed-upon by the client and undersigned prior to completion of this assignment. Additional supporting documentation and analyses, as appropriate, is retained in the appraiser's file.

### **Scope of Assignment**

The *scope of inspection* consisted of an onsite viewing of the Subject property by Dean Chapman on August 3, 2022.

The *scope of comparative data verification* included attempts to have conversations with at least one of the parties to each transaction and review of county recording data. Each comparable sale was viewed, photographed, and researched by Dean Chapman. The comparables cited herein should be construed as being a pertinent sampling, which were selected based upon physical and location similarities relative to the property under appraisal and/or the credibility of the data.

The *geographic scope* of research was focused on Sonoma and Marin Counties.

The following *scope of resources* was used in the development of the market value opinion expressed herein. Information provided by the client consisted of a preliminary report and legal description of the acquisitions.

Sources used in the process of analyzing the Subject property included:

- Assessor's map and data
- Zoning ordinance and map for the city of Petaluma
- General Plan and Land Use Map for the city of Petaluma
- Preliminary Report dated September 13, 2019
- Discussions with Right of Way Agent Jamie Guillen

Sources used in the process of estimating value for the Subject included:

- Assessor's records
- Multiple Listing Service (MLS)
- CoStar

### **Intended Use**

The intended use of the appraisal and report is to provide Pacific Gas and Electric Company and their legal representatives with a basis for determining just compensation for the proposed acquisitions and project. It is understood that PG&E will use my opinion of just compensation in the process of making an offer to the property owner.

### **Intended User and Client**

The intended user and client of this appraisal is Pacific Gas and Electric Company and their legal representatives.

### **Definitions**

After Condition - The after condition refers to the property as it existed on the valuation date, but following the partial acquisition and project construction.

Appraisal Report (Restricted) - A written appraisal report prepared under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice.

Before Condition - The before condition is the condition of the property on the valuation date (as if) prior to the project, planning and steps leading up to the project.

Benefits - A benefit is an increase in value accruing specially to a remainder property as a result of a partial acquisition or project construction.<sup>1</sup>

Easement - Nonpossessory (incorporeal) interest in landed property conveying use, but not ownership, of a portion of that property.<sup>2</sup>

Encumbrance - Any claim or liability that affects or limits the title to property. An encumbrance can affect the title such as a mortgage or other lien, or it can affect the physical condition of the property such as an easement. An encumbrance cannot prevent the transfer of possession, but it does remain after the transfer.<sup>3</sup>

Extraordinary Assumption - An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions."<sup>4</sup> An extraordinary assumption may be used in an assignment only if:

- It is required to properly develop credible opinions and conclusions;
- The appraiser has a reasonable basis for the extraordinary assumption;
- Use of the extraordinary assumption results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions.

Exposure Time - Estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.<sup>5</sup>

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<sup>1</sup> Source: Section 1263.430 from the Code of Civil Procedure

<sup>2</sup> Source: The Dictionary of Real Estate Appraisal, 7<sup>th</sup> Ed., published by the Appraisal Institute, 2022

<sup>3</sup> Source: The Dictionary of Real Estate Appraisal, 7<sup>th</sup> Ed., published by the Appraisal Institute, 2022

<sup>4</sup> Source: 2020-2021 Edition of USPAP, Pages 4 & 17

<sup>5</sup> Source: 2020-2021 Edition of USPAP, Page 4

Fee Simple - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.<sup>6</sup>

Highest And Best Use - The following explanation is taken directly from the 15<sup>th</sup> Edition of The Appraisal of Real Estate:

*The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property – specific with respect to the user and timing of the use – that is adequately supported and results in the highest present value.*

Hypothetical Condition - A Hypothetical Condition is “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.”

Comment: “Hypothetical Conditions are contrary to known facts about physical, legal or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in the analysis.”<sup>7</sup>

Just Compensation - In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken. Just compensation should put the owner in as good a position pecuniarily as he or she would have been if the property had not been taken.

Larger Parcel - In governmental land acquisitions, the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use.<sup>8</sup>

Market Value - (a) The fair market value of the property taken is the highest price on the date of the valuation that would be agreed to by a seller, being willing to sell, but under no particular or urgent necessity of so doing nor obliged to sell, and a buyer, being ready, willing and able to buy, but under no particular necessity for so doing, each dealing with each other with full knowledge of the uses and purposes for which the property is reasonably adaptable and available.

(b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.<sup>9</sup>

Severance Damage - Severance damage is a loss in value to a remainder property caused by a partial acquisition(s) and/or project construction.<sup>10</sup>

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<sup>6</sup> Source: The Dictionary of Real Estate Appraisal, 7<sup>th</sup> Ed., published by the Appraisal Institute, 2022

<sup>7</sup> Source: 2020-2021 Edition of USPAP, Pg. 4

<sup>8</sup> Source: The Dictionary of Real Estate Appraisal, 7<sup>th</sup> Ed., published by the Appraisal Institute, 2022

<sup>9</sup> Source: Code of Civil Procedure, Section 1263.320(a)

<sup>10</sup> Source: Section 1263.420 from the Code of Civil Procedure

**General Assumptions and Limiting Conditions**

The following Assumptions and Limiting Conditions have been relied upon and used in making this appraisal and estimating the respective values required by the purpose of the appraisal and its intended use.

- 1) No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
- 2) The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
- 3) Responsible ownership and competent property management are assumed unless otherwise stated in this report.
- 4) The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
- 5) Sketches, plats, or photographs contained in this report are included to assist the reader in visualizing properties and no survey has been made of the property in the report.
- 6) The Appraiser assumes no responsibility for discovery of hidden or non-apparent conditions of the property, subsoil, or the structures that render it more or less valuable. Encroachment of real property improvements is assumed to not exist. No responsibility is assumed for arranging engineering studies or a survey, which may be required to discover these conditions.
- 7) It is assumed that there is full compliance with all applicable Federal, State, and local environmental regulations and laws unless otherwise stated in this report.
- 8) It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in this appraisal report.
- 9) It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusions contained in this report are based.
- 10) The Appraiser is not a soil expert. The existing soil and substructure has been assumed adequate for existing or proposed uses unless contrary information is provided and contained in this report. It is advisable to have a soil analysis and report completed by a qualified soil engineer or other qualified expert so that any interested party will become knowledgeable as to the important soil information including seismic data, soil contaminants, type of fill, if any, or other relevant matters.
- 11) Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act.
- 12) The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.



- 13) Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written prior consent of the Appraiser, and in any event, only with proper written qualifications and only in its entirety.
- 14) Neither all nor any part of the contents of this report (*especially any conclusions as to value, the identity of the Appraiser, or the firm with which the Appraiser is connected*) shall be disseminated to the public through advertising, public relations, news sales, or other media.

**Extraordinary Assumptions and Hypothetical Conditions**

Please note that all Extraordinary Assumptions and Hypothetical Conditions could have an effect on the results of this appraisal.

Extraordinary Assumptions

- 1) It is assumed no hazardous or toxic substances exist on the Subject property or the soils comprising the Subject land.
- 2) It is assumed that the larger parcel is as described in this report.
- 3) It is assumed that no other easements and/or encumbrances exist on the entire property that could affect highest and best use other than those noted in this report.
- 4) It is assumed that the description for the temporary construction easement containing 13.09 acres is accurate and complete.

Hypothetical Condition

- 1) This assignment was prompted by a project by Pacific Gas & Electric to replace an underground gas transmission line. Therefore, the project will be disregarded in the appraisal of the Subject in the before condition.

**Certification of Appraiser**

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- I made a personal inspection of the property that is the subject of this report.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the 3-year period immediately preceding acceptance of this assignment.
- no one provided significant real property appraisal assistance to the person signing this certification.
- the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- as of the date of this report, Dean Chapman has completed the continuing education program of the Appraisal Institute.
- as of the date of this report, Dean Chapman has completed the Standards and Ethics Education Requirement of the Appraisal Institute.

March 11, 2023



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Dean Chapman, MAI, SRA, SR/WA  
Certified General Real Estate Appraiser #AG006074

## **ANALYSIS**

### **The City and Neighborhood**

The Subject is located next to a modern business park and Petaluma River in the southeasterly sector of the city of Petaluma.

The city of Petaluma is located approximately 39 miles north of San Francisco in the southerly end of Sonoma County. It is several miles north of the shores of the San Francisco Bay, convenient to all major Bay Area employment centers, and is one of nine incorporated cities in the county. The city includes 14 square miles, approximately 30 miles from the Pacific Ocean. It was incorporated in 1858 and presently has a population estimated at approximately 61,000.

The population of Petaluma began to grow dramatically in the early 1970s when Highway 101 was constructed thereby providing a fast and efficient commute to major employment centers in the Bay Area. Highway 101 remains as the city's primary vehicular route that connects Petaluma with Santa Rosa to the north and San Rafael to the south. The commute to San Francisco takes in excess of 60 minutes on a typical weekday.

The historic downtown is located along the Petaluma River and is one of the primary draws of the city. Recent redevelopment projects in the downtown core area have helped revitalize and energize the westerly portion of the river.

In summary, Petaluma is centrally located offering a wide range of employment opportunities both in the city and in major employment centers such as the North Bay Area and Santa Rosa.

### **Market Conditions**

Residential market conditions in the region have suddenly shifted in the last few months. After 2 years of robust appreciation, trends in the market began to slow in late March 2022 due primarily to increasing mortgage rates. As of the effective date of value, the median price for a home in Petaluma was \$965,445, down 1.4%. Though a drop of 1.4% in the median home price does not seem significant, listing prices have been reduced while the days on market (DOM) have increased. In the last 5 months prior to the effective date of value, mortgage rates have risen by over 200 basis points.

The market for agricultural acreage has also experienced the same type of trends in the 5 months as the residential sector. This is not surprising because mortgage rates also affect agricultural buyers.

**Subject Property Photographs (Taken by Dean Chapman in August 2022)**



Left: Entrance to Shollenberger Park



Right: Southeasterly view of the parking lot (trailhead)



Left: Northerly view of parking lot



Right: View past restroom to parking lot



Left: Westerly view of trail close to the parking lot



Right: Southerly view from trail





Left: Northern view of Petaluma River  
Right: Northern view of Petaluma River



Left: Southern view of existing gas line facilities  
Right: Westerly view across Petaluma River



Left: Southern view of Shollenberger Park close to Petaluma River  
Right: Onsite road; northeasterly view from trail





Left: View from trail; southerly side of Shollenberger Park

Right: View from trail; southerly side of Shollenberger Park



Left: Northerly view of Subject from trail

Right: Northerly view of Subject from trail



Left: Northwesterly view from trail

Right: Northerly view from trail





Left: View toward business park



Right: Westerly view from trail



Left: Neighborhood view; McDowell Boulevard



Right: View toward Cader Lane





Westerly view of trail leading back to the parking lot



Cader Lane from McDowell Boulevard

## **Subject Property Identification**

### Location

The Subject property is at the end of Cader Lane, southerly of McDowell Boulevard in Petaluma, California.

### Assessor's Parcel No.

017-170-001

### County

Sonoma

### Owner of Record

The City of Petaluma

### History of Ownership

The Subject property has been under the same ownership for over 10 years. As a result of the length of ownership, no further investigation was made into ownership history.

### Larger Parcel

The single assessor's parcel noted above is considered to be the larger parcel for this assignment.

### Current Use/Improvements

The Subject is a public park (Shollenberger Park). The only improvements include a paved parking lot for 40 cars, overhead lighting for the parking lot, and a restroom (see previous photo). The park also includes a gravel 2.2-mile hiking trail that circles most of the park.

### Size/Shape/Topography

The Subject property consists of one Assessor's parcel that contains a gross size of 212.19 acres. The land is fundamentally level and slightly above the Petaluma River that runs along the Subject's southwesterly boundary.

### Utilities

All utilities are available to the Subject's trailhead.

### Access

The Subject is accessed via Cader Lane, a ~25' wide paved city-owned public street. This portion of Cader Lane is only used to access the parking lot for Shollenberger Park.

### Easements

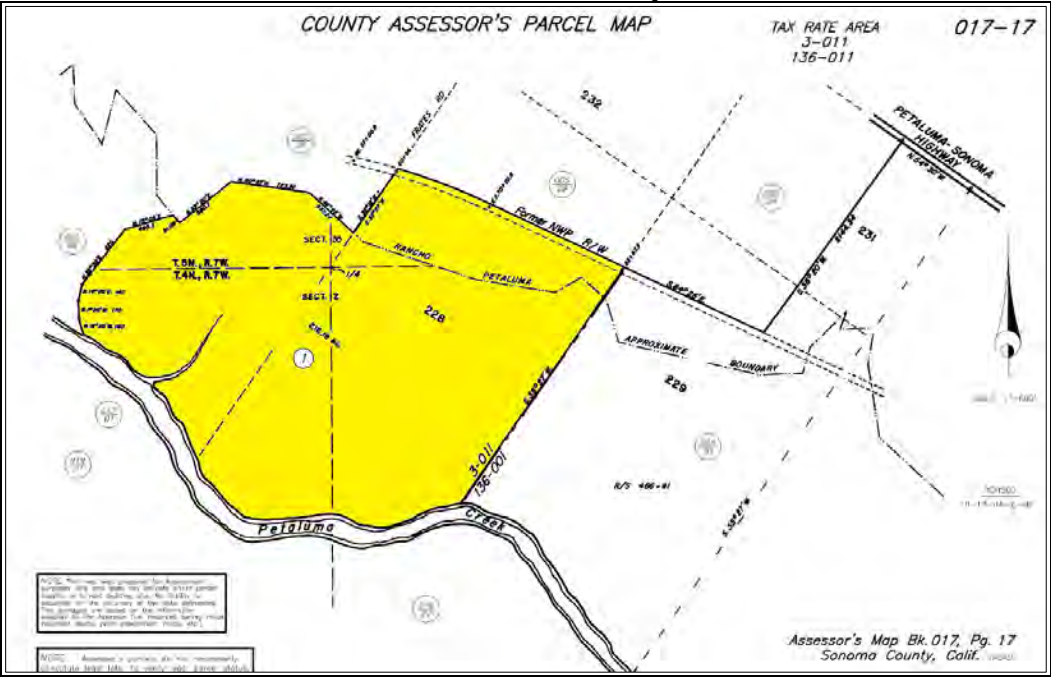
According to the Preliminary Report dated September 17, 2019, there are several recorded exceptions of title.

The most noteworthy easements for this assignment include PG&E easements for a gas transmission lines.

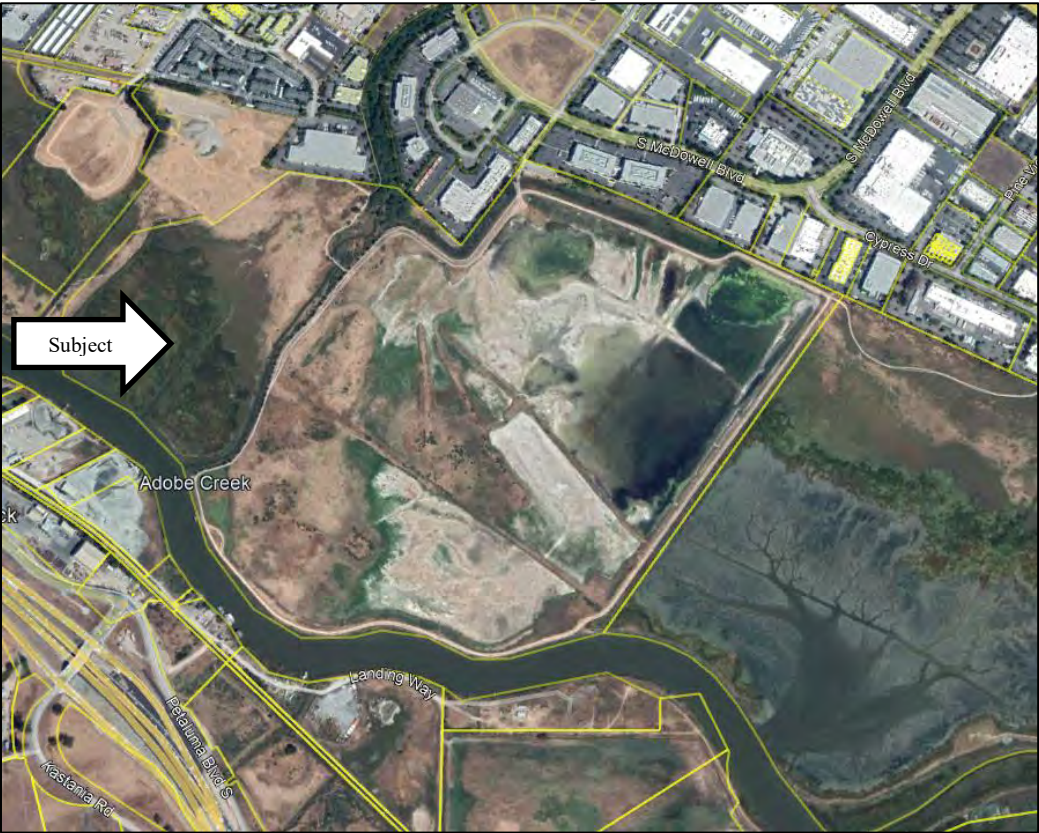
As shown on page 16, two PG&E gas transmission lines bisect portions of the Subject parcel.



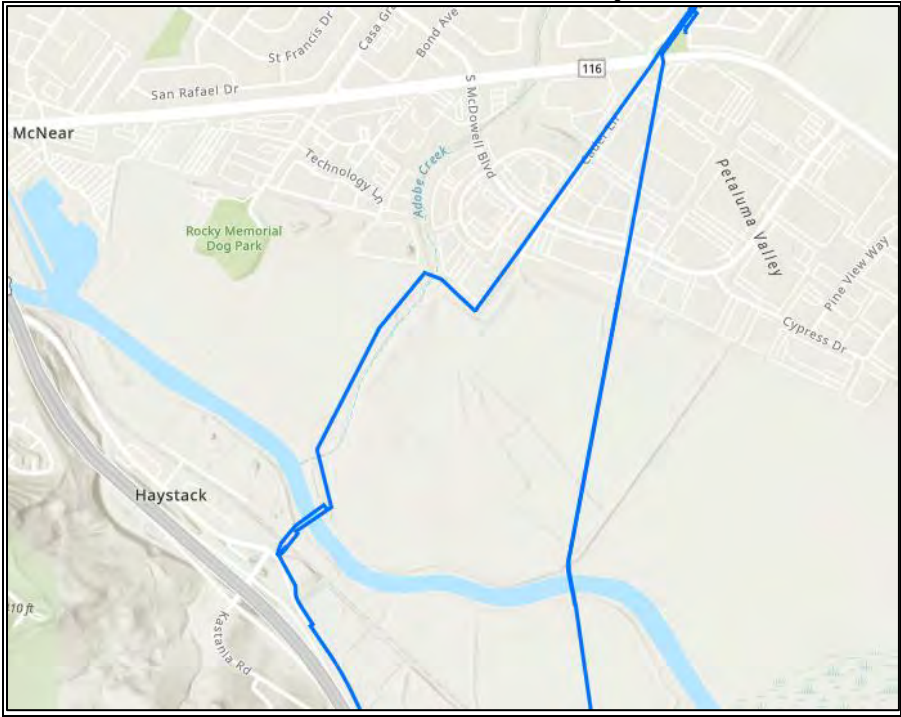
Assessor's Parcel Map



Satellite Image



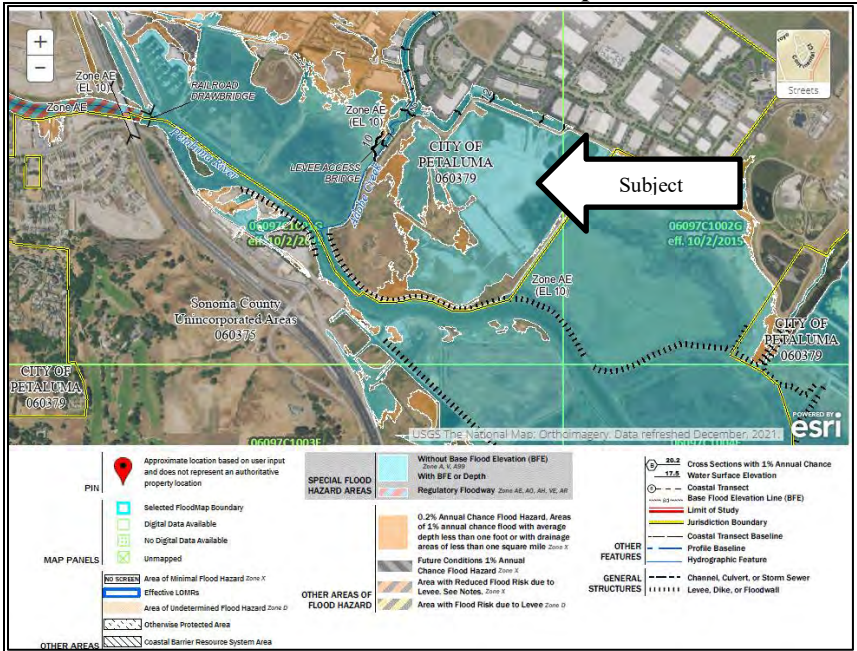
**Gas Transmission Line Map**



**FEMA Flood Hazard Area**

According to the flood insurance rate map (Panel No. 06097C1001G, effective 10/2/2015), the Subject is within an AE Flood Zone with a Base Flood Elevation (BFE) of 10 feet. AE flood zones are areas that present a 1% annual chance of flooding and a 26% chance over the life of a 30-year mortgage, according to FEMA. Most AE flood zones are in close proximity to floodplains, rivers and lakes, though low-lying regions without large bodies of water may also be classified under this designation. Since these areas are prone to flooding, homeowners with mortgages from federally regulated lenders are required to purchase flood insurance.

**FEMA Flood Hazard Map**





### Seismic Hazard

The Subject is not located in a Special Earthquake Studies Zone but is subject to ground shaking during an earthquake as are all properties in this region. Portions of the Subject are prone to liquefaction.

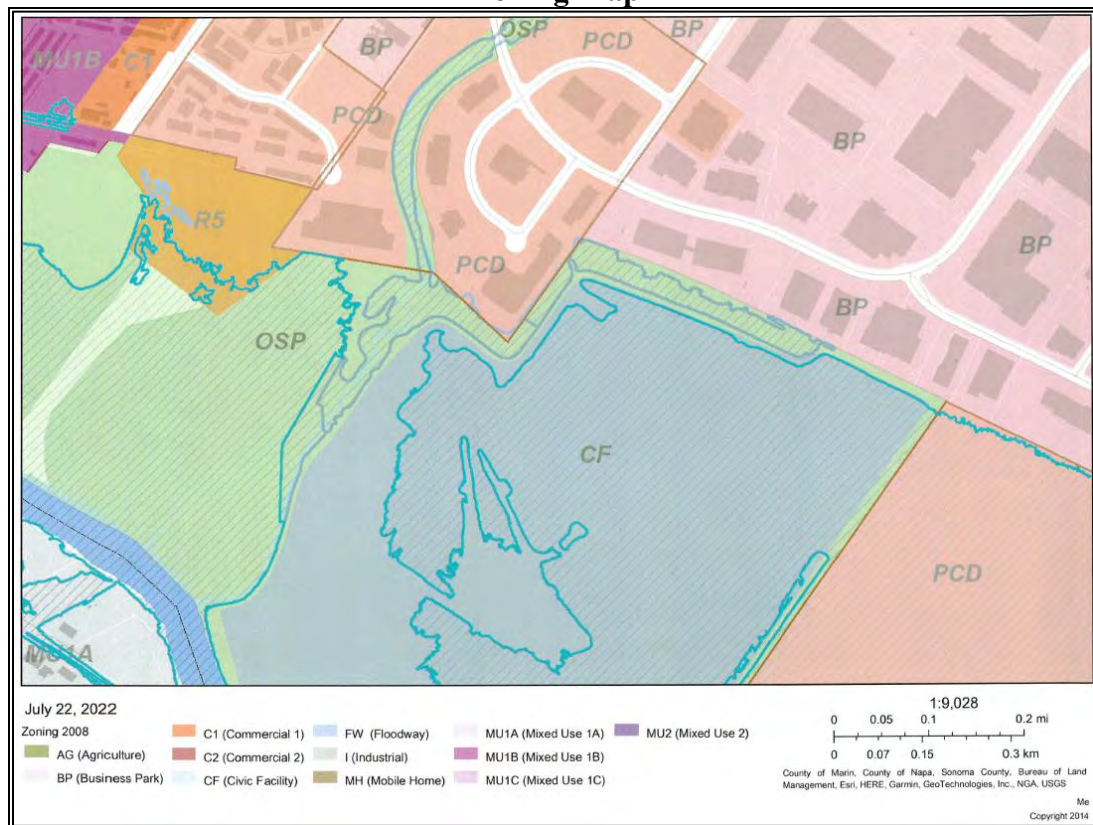
### Zoning and General Plan

The westerly portion of the Subject is zoned OSP while the easterly portion is zoned CF as shown on the following zoning map (the Zoning Ordinance is found in the appraiser's file).

The OSP designation stands for Open Space and Park. According the City's ordinance, the OSP zone is applied to undeveloped areas and sites that are appropriate for the preservation of natural resources, outdoor recreation, to be maintained in open space for the protection of public health and safety, and existing city public parks. City parks located in this zone may include buildings, structures, and uses that serve the community (e.g., Luchessi Community Center, Novak Center, Cavanaugh Center, library, water resources building, etc.). The OSP zone is consistent with and implements the urban separator, open space, and city park land use classifications of the general plan.

The CF designation stands for Civil Facility District. According the City's ordinance, the CF zone is applied to sites for proposed public utility facilities, government offices, community service uses and lands, and significant sites owned and operated by the elementary, secondary, or community college districts, as well as private and/or parochial schools. The zone implements and is consistent with the public/semi-public, and education classifications of the general plan.

### **Zoning Map**



Zoning for publicly owned property is typically set aside for an appraisal with the task of determining market value.

Probability of a Zoning Change

A change in zoning is unlikely. However, this appraisal will set aside existing zoning designations.

Assessed Value and Property Tax for 2021-2022 (per ParcelQuest)

Given the Subject's governmental ownership, it is neither assessed nor taxed by Sonoma County.

**Highest and Best Use - Before Condition**

Existing zoning will be ignored for this assignment because the purpose of the appraisal is to provide an opinion of market value.

Soils and wetlands dictate a low intensity agricultural use similar with field crops.

The Subject's highest and best use in the before condition is limited agricultural.

### **Project Description**

The project that prompted acquisitions from the Subject is the proposed replacement of one PG&E gas transmission line. The pipe size and pressure for the new gas line will be similar with the existing gas transmission line. The proposed gas line will be constructed using Horizontal Directional Drilling; most surface areas will not be disturbed.

The project will require one permanent easement from the Subject for a gas transmission line plus one temporary construction easement (TCE).

### Permanent Easement

As shown on Appraisal Exhibit #1 (Page 21), a 60' wide permanent easement will be required for an underground gas line. The easement contains 1.2349-acres, or 53,792 square feet, located at the southeasterly tip of the Subject parcel. The area is unimproved open space except for a gravel hiking trail. Refer to the Easement Deed in Addendum F for a legal description and plat map for the permanent easement.

### Temporary Construction Easement

The temporary construction easement consists of 6 segments totaling 1,520,274 square feet **net**. The TCE will be in effect for 4 months from July 6 to November 6, 2023.

Segment	Size SF	Net SF	Use
A	9,154	9,154	Parking lot
B	216,086	216,086	Trail
C	22,659	22,659	Trail
D	3,559	1,320	Open Space
E	24,927	24,927	Trail
F	<u>1,347,291</u>	<u>1,246,128</u>	Trail & Open Space
Total	1,623,676	1,520,274	

### Temporary Construction Easement- Parcel Segment A (see Appraisal Exhibit #2)

This parcel segment includes most of the parking lot for the trailhead. This segment contains 9,154 square feet of paving; light standards and restroom are not included in this easement.

### Temporary Construction Easement- Parcel Segment B (see Appraisal Exhibit #2)

This parcel segment includes a portion of the trail that will be used for access. It contains 216,086 square feet improved with gravel.

### Temporary Construction Easement- Parcel Segment C (see Appraisal Exhibit #3)

This parcel segment also includes a portion of the trail that will be used for access. It contains 22,659 square feet improved with gravel.

### Temporary Construction Easement- Parcel Segment D (see Appraisal Exhibit #3)

This parcel segment is in an open space area next to the northerly property line. It contains 3,559 square feet gross and is unimproved. After deducting an existing encumbrance, the net area of this segment is 1,320 sf.

### Temporary Construction Easement- Parcel Segment E (see Appraisal Exhibit #3)

This parcel segment also includes a portion of the trail that will be used for access. It contains 24,927 square feet, and unimproved except for a small area with gravel.



Temporary Construction Easement- Parcel Segment F (see Appraisal Exhibit #1)

This parcel segment also includes a portion of the trail that will be used for access. It also included open space. It contains 1,347,291 square feet gross, and unimproved except for a small area with gravel. After deducting an existing encumbrance, the net area of this segment is 1,246,128 sf.

**Construction Contract Work**

Construction Contract Work (CCW) includes replacing the land in the same fundamental condition as in the before condition.

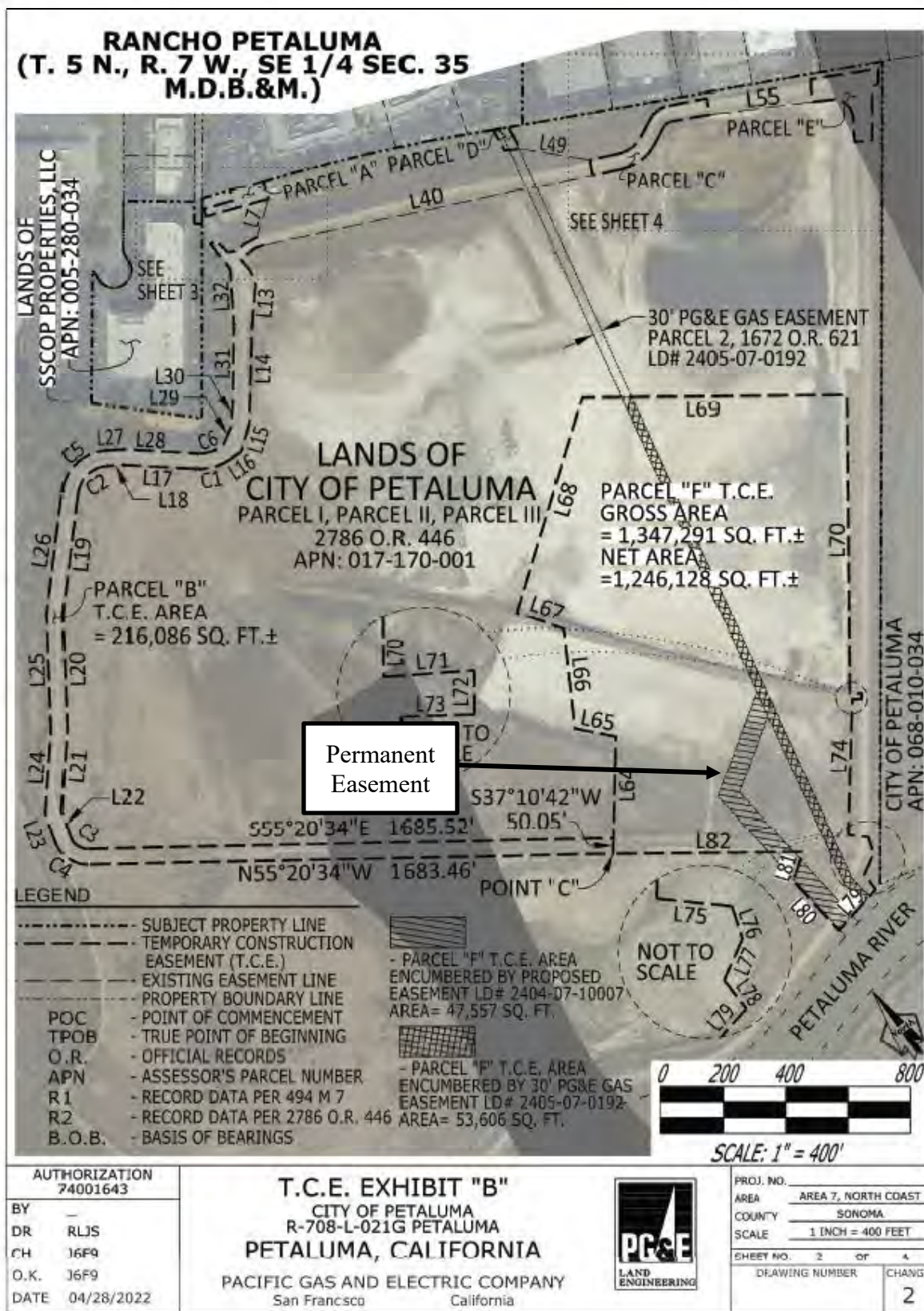
**Effect of Acquisition upon Remainder**

The permanent easement will not affect either the current use or Highest and Best Use of the property.

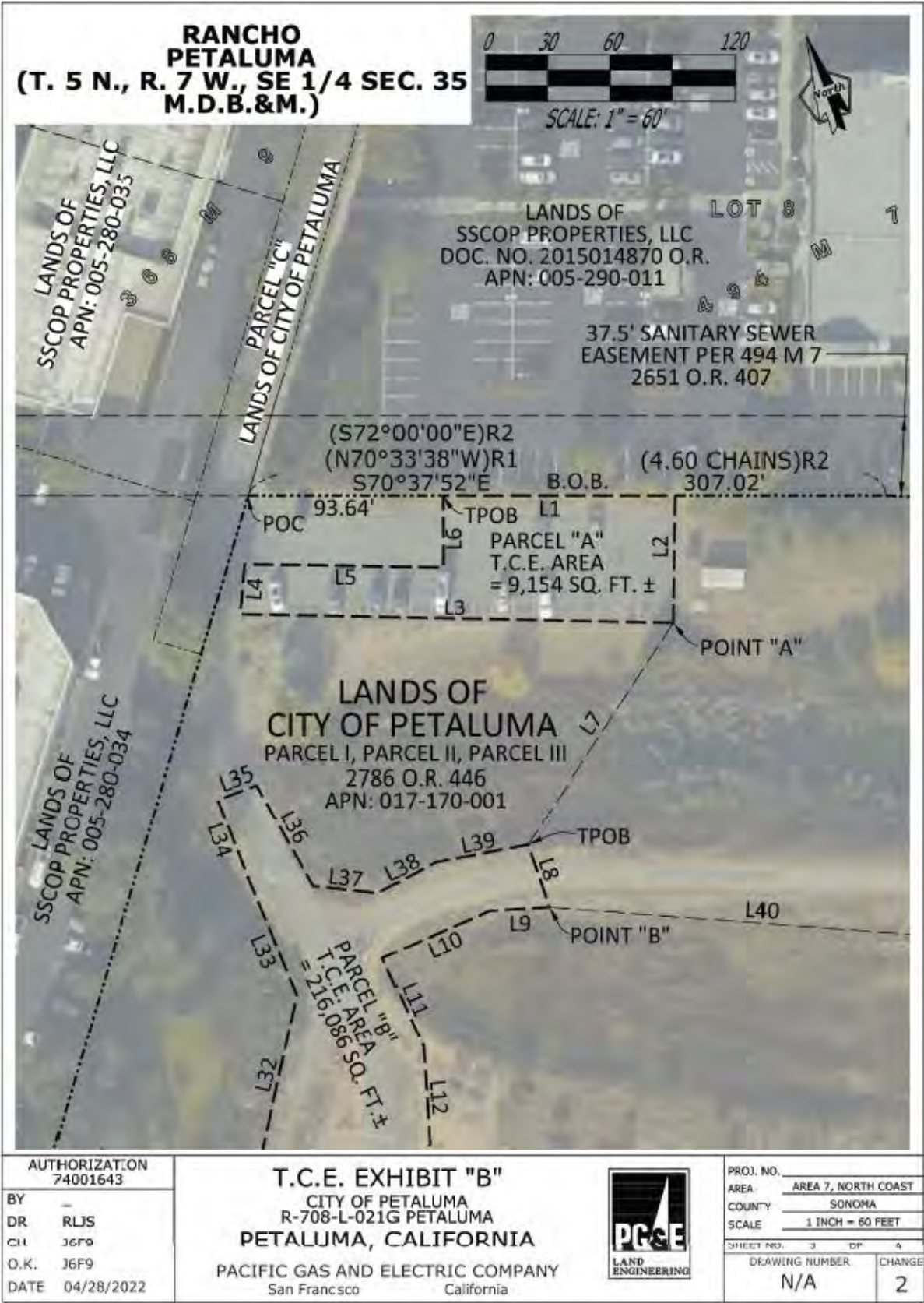
**Highest and Best Use - After Condition**

The highest and best use of the Subject in the after condition is unchanged from the before condition.

Appraisal Exhibit #1



Appraisal Exhibit #2





Appraisal Exhibit #3



Project Exhibit #3

VALUATION

## Approaches to Value

In valuing real estate, three valuation methodologies are typically accepted in the appraisal process. These are the sales comparison approach, the income approach, and the cost approach. They are further described below.

### Sales Comparison Approach

*The sales comparison approach utilizes the principle of substitution, wherein recently sold comparable properties are found and analyzed for comparability to the subject property. The underlying assumption is that market support will be either similar to, or identical to any of a group of adjusted substitute properties; thus, the indicated value for the subject is based on a range of adjusted values for the “substitute” or “comparable” transactions.*

### Income Approach

*Generally, the income approach converts income expectations into market value. The assumptions for the investment model can either be implicit in the model (direct capitalization, which converts a single year’s expected income into value using a ratio from the market), or explicit (yield capitalization, or DCF, which converts each year’s net income over a specified holding period).*

### Cost Approach

*The cost approach identifies market supported improvements costs, subtracts a market supported amount assignable to accrued depreciation, adds land value, and derives a value based on the cost to reproduce the improvements. This “cost approach” presumes that a typical buyer would not pay more for an existing improved property (or a finished lot) than it would cost to reproduce the same improvements on a highly similar (substitute) site.*

## Valuation Methodology

The Sales Comparison Approach was used to appraise the Subject.

The Income Capitalization Approach and Cost Approach were not utilized, as they do not reflect the primary motivations of market participants for this property type (vacant land).

## Sales Comparison Approach

### Value of the Land

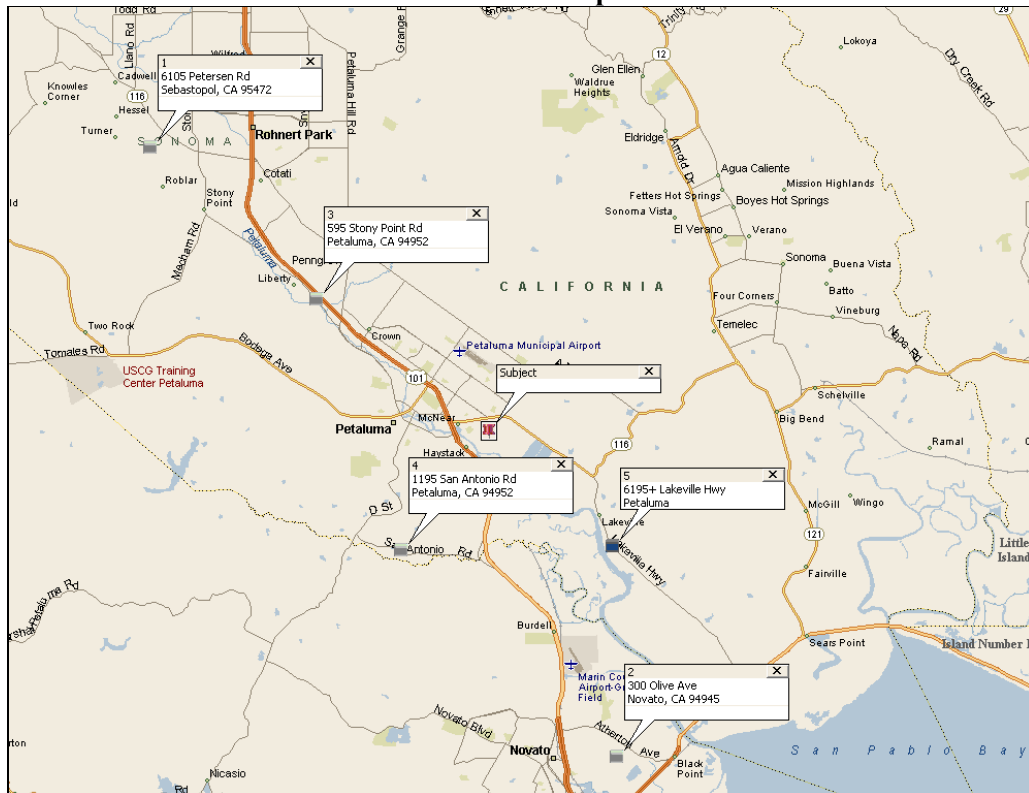
Each sale is summarized on the following Comparable Sales Table that precedes the Sales Location Map.

The sales will then be briefly discussed and compared to the Subject as a process to rate them as either similar, inferior, or superior. The sales will then be arrayed (ranked) according to their rating to produce a reasonable opinion of value.

### Comparable Sales

Sale #	Address City County APN	Land Area-Acres Topography Access Flood Hazard	Zoning View House sf Barn/stables	Electricity Water Plantings Use	Grantor Grantee Doc. # Rec. Date	Price Price/Acre
1	6105 Petersen Rd Sebastopol Sonoma 024-031-063 & 3 more	96.6 Level, slope, hilly Very good No	DA40 Neighborhood Older, <1,500sf All in poor cond.	Public Well 7.5 ac wine Dairy cows	Peterson Western Dairy 113742 12/10/2020	\$2,100,000 <b>\$21,739</b>
2	300 Olive Ave Novato Marin 143-110-31	49.58 Level to steep Good AE	ARP-60 Yes-Good None None	Public Water None Vacant	Douveas Paradisos 25161 6/30/2022	\$1,160,000 <b>\$23,397</b>
3	595 Stony Pt Rd Petaluma Sonoma 113-140-043	43.49 Level Good 90%	LEA B6-60 Minor 1,760 Sheds	Public Well None Field crops	Kadami 595 Stony Pts 58376 7/16/2020	\$1,000,000 <b>\$22,994</b>
4	1195 San Antonio Rd Petaluma Sonoma 019-250-007 + 4 more	312 Rolling Good No	LEA B6-60 Panoramic 1,646 Barn, etc	Public Wells None Ranch	Madden San Antonio V. 73921 6/25/2021	\$7,200,000 <b>\$23,077</b>
5	6195-6200 Lakeville Petaluma Sonoma 068-060-003 & 041	31.18 Level to rolling Good No	LEA 60 and DA Neighborhood Poor condition Poor condition	Public Well Hay Crops	Marcucci Barnes RD 43613 6/18/2018	\$925,000 <b>\$29,666</b>
Subject	Cader Lane Petaluma Sonoma 017-170-001	212.19 Level Adequate ~80%	OSP & CF River NA NA	Public Public None Park		

### Location Map





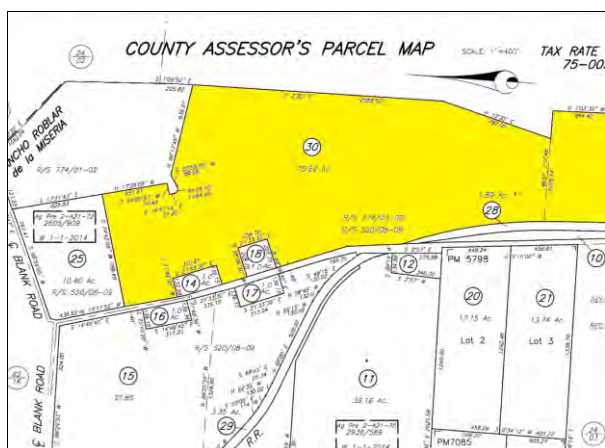
### Comparable Sale #1

Sale #1 is located at 6105 Petersen Road in Sebastopol (unincorporated). This sale included 4 parcels on the easterly side of Petersen Road approximately 3 miles west of Highway 101 and Rohnert Park. Land uses in this area include houses on lots ranging from 1 to over 100 acres. In addition to residential uses, vineyards, cattle grazing, and dairies are found close to this property. Though this property had been a dairy farm, related improvements were deemed to have no value given their age and advanced level of deterioration. The property contains a total of 96.6 acres of level to gently sloping land. It is zoned DA40 which stands for Diverse Agriculture. The property is not in a flood hazard area and has direct access from Petersen Road, an improved 2-lane public thoroughfare.

This property was purchased in December 2020 for \$2,100,000 or \$21,739 per acre.

This property is similar with the Subject for its location in an unincorporated area of Sonoma County, proximity to Highway 101, and general agriculture as its highest and best use. It is superior because it is not in a flood hazard zone, far better access, buildable potential and parcel size.

Overall, this sale is Superior to the Subject.

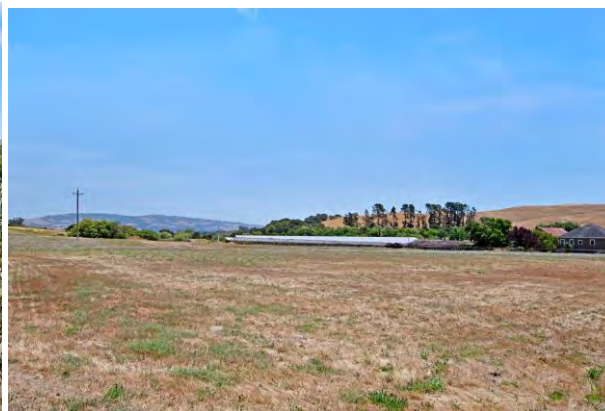


Left: Assessor's Map

Right: Aerial Photo



Left: Pond



Right: Pasture





Left: Deteriorated dairy farm improvements  
Right: Deteriorated dairy farm improvements



## Comparable Sale #2

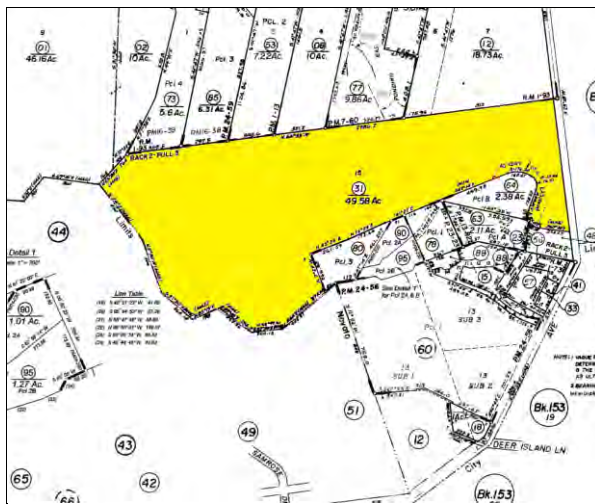
Sale #2 is south of the Subject at 300 Olive Avenue in Novato (unincorporated). This sale included one parcel on the westerly side of Olive Avenue, south of Atherton Avenue, and approximately 2 miles east of Highway 101 in Novato. Land uses in this area include residential subdivisions, houses and estates. Most of the land between this sale and Atherton Avenue is in a Flood Hazard Zone AE with a base elevation of 10 feet. It appears that 40% of this sale is within a flood zone.

The property contains a total of 49.58 acres of level to hilly land (see following topographic map). It is zoned ARP-60 for Agricultural Residential Planned. According to the listing, the property could be split. The easterly portion of the parcel next to Olive Avenue is in a flood hazard area. Utilities are available from Olive Avenue, an improved 2-lane public thoroughfare.

This property had been on the market for nearly 3 years for \$1,695,000. It was purchased in June 2022 for \$1,160,000 or \$23,397 per acre.

This property is similar with the Subject for its time of sale, location in an unincorporated area of Marin County, proximity to Highway 101, and has a general agricultural highest and best use. It is superior because it has residential potential and upscale residential neighborhood

Overall, this sale is superior to the Subject.



Left: Assessor's Map  
Right: Aerial Image



Left: Northerly view from driveway at Olive Avenue



Right: Northerly view from driveway



Left: Northwesterly view from driveway



Right: View toward Olive Avenue



Topographic Map



### Comparable Sale #3

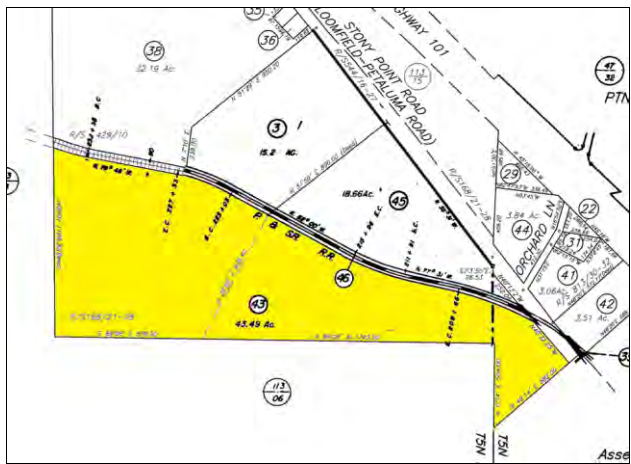
Sale #3 is at 595 Stony Point Road in Petaluma (unincorporated). This sale is on the westerly side of Stony Point Road, accessed via a former railroad right-of-way, less than ¼ mile west of Highway 101. Land uses in this area include large pastures, small subdivisions, and an RV park. Access to Highway 101 is less than 1 mile south at Petaluma Boulevard. Most land in this neighborhood is affected by potential flooding.

The sale property has an unusual shape and contains 43.49 acres of level land subject to liquefaction. It is zoned LEA-B6 60 for agricultural use. Though structures appear to be located at the westerly end of the property, they are assumed to have little utility because the Assessor does not acknowledge them.

This property had been on the market for ~9 months before selling for its list price of \$1,000,000 or \$22,994 per acre. It sold in July 2020.

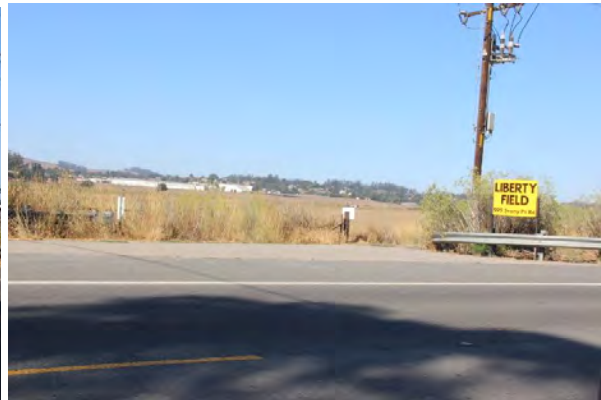
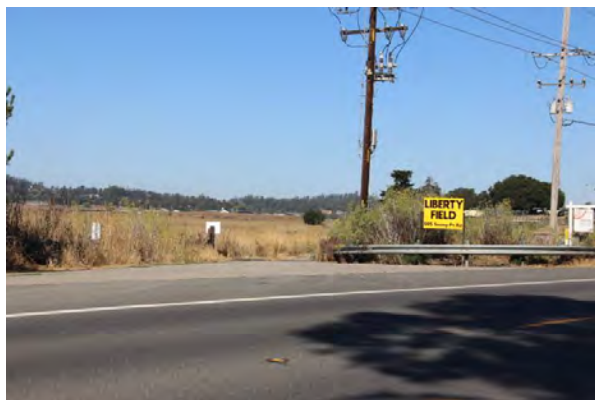
This property is similar with the Subject for its general location in Petaluma and agricultural highest and best use. It is superior to the Subject for its smaller size and proximity to residential uses.

Overall, this sale is superior to the Subject.



Left: Assessor's Map

Right: Aerial Image



Left: Westerly view from Stony Point Road

Right: Westerly view from Stony Point Road



Left: Westerly view from Stony Point Road



Right: Westerly view from Stony Point Road



Flood Hazard Map



#### Comparable Sale #4

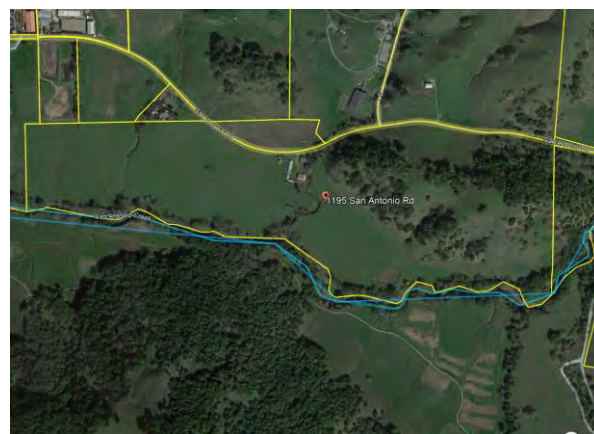
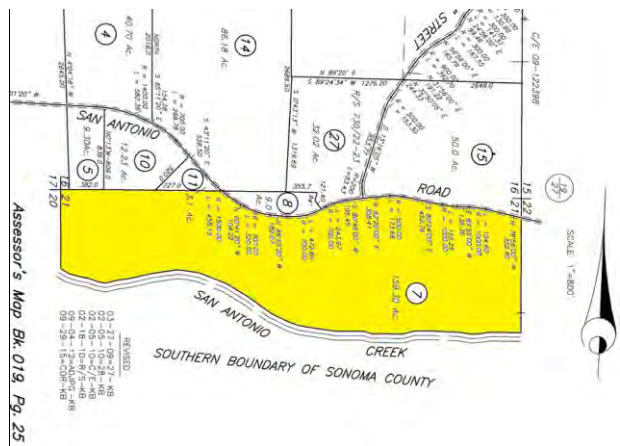
Sale #4 is at 1195 San Antonio Road in Petaluma (unincorporated). This sale included several parcels with extensive frontage along San Antonio Road, ~2 miles west of Highway 101. San Antonio Creek defines the parcel's southerly boundary. Land uses in this area include large agricultural properties, many with estate homes.

The property contains a total of 312 acres of level to hilly land. It is zoned LEA B6-60 for Extensive Agricultural uses. It includes modest structures including barns and a 1,646-square-foot older house.

This property sold in June 2021 for \$7,200,000 or \$23,077 per acre.

This property is similar with the Subject for its time of sale, location in Petaluma, proximity to Highway 101, size and general agricultural highest and best use. It is superior because of soils, an existing house and lack of flood designation.

Overall, this sale is superior to the Subject.



Left: Assessor's Map (Portion)

Right: Aerial Image



Left: Aerial photo

Right: Pasture



Left: Aerial photo



Right: Single-family house

**Comparable Sale #5**

Sale #5 is located at 6195-6210 Lakeville Hwy in Petaluma (unincorporated). This sale includes two parcels on each side of Lakeville Hwy approximately 4 miles southerly of Petaluma city limits. The area is rural and primarily used for grazing or equestrian set-ups. Most farms and ranches in this vicinity have at least one house and barns. Though an older house and barn improve the westerly parcel, they were not considered habitable. The property contains a total of 31.18 acres of level to gently sloping land. It is zoned LEA60 and is not in a flood hazard area or adjacent to the Napa River. Access to both parcels is direct from public roads.

This property was purchased in June 2018 for \$925,000 or \$29,666 per acre.

This property is similar with the Subject for its location in an unincorporated area of Petaluma, zoning and general agriculture highest and best use. It is superior because it is not in a flood hazard zone, far better access and buildable potential. However, it is inferior for time of sale 4 years ago.

Overall, this sale is superior to the Subject.



Left and Right: Westerly view from Old Lakeville Road



Left: Northerly view Old Lakeville Road

Right: Westerly view from Old Lakeville Road





Aerial Image

Price Adjustments

The sales will now be adjusted for economic, legal, and physical differences.

**Comparable Sales - Adjustment Grid**

Factual			Economic		Physical/Legal		Rating
#	Address City County APN	Size-Acre  Price Recording Date	Interest Financing Conditions Expenditures	Time of Sale 12%/year 1%/month Adjusted Price	Location Lot Size Shape Potential Use	Soil type Utilities Improvements Flood Hazard	Overall  Time Adjusted Price Time Adjusted Price/Acre
1	6105 Petersen Rd Sebastopol Sonoma 024-031-063 & 3 more	96.60  \$2,100,000 12/10/2020	Similar Similar Similar Similar	20%   \$2,520,000	Similar Superior Similar Superior	Superior Inferior Similar Superior	Superior  \$2,520,000 <b>\$26,087</b>
2	300 Olive Ave Novato Marin 143-110-31	49.58  \$1,160,000 6/30/2022	Similar Similar Similar Similar	1%   \$1,171,600	Similar Superior Similar Superior	Superior Inferior Similar Superior	Superior  \$1,171,600 <b>\$23,630</b>
3	595 Stony Pt Rd Petaluma Sonoma 113-140-043	43.49  \$1,000,000 7/16/2020	Similar Similar Similar Similar	25%   \$1,250,000	Similar Superior Similar Superior	Superior Inferior Similar Superior	Superior  \$1,250,000 <b>\$28,742</b>
4	1195 San Antonio Rd Petaluma Sonoma 019-250-007 + 4 more	312  \$7,200,000 6/25/2021	Similar Similar Similar Similar	13%   \$8,136,000	Similar Similar Similar Superior	Superior Inferior Similar Superior	Superior  \$8,136,000 <b>\$26,077</b>
5	6195-6200 Lakeville Petaluma Sonoma 068-060-003 & 041	31.18  \$925,000 6/18/2018	Similar Similar Similar Similar	37%   \$1,267,250	Similar Superior Similar Superior	Superior Inferior Similar Superior	Superior  \$1,267,250 <b>\$40,643</b>

The sales will now be arrayed according to their ratings.

**Ranking Table**

Sale #	Time Adjusted Price/Acre	Rating
5	\$40,643	Superior
3	\$28,742	Superior
1	\$26,087	Superior
4	\$26,077	Superior
2	\$23,630	Superior
<b>Subject: \$20,000/acre</b>		

As previously discussed, the Subject is uncommonly unique when appraised as if available for sale in the open market (see definition of Market Value). Though located next to a business park, its environmentally sensitive nature and flooding potential would reasonably prevent further commercial/industrial development on the Subject. On the other hand, a 200+ acre property within city limits that has available utilities could prompt speculative interest. Though development is highly unlikely, buyers could see this property as a long-term speculative investment. Given that scenario, a small premium is typically added to the value of the property based on present highest and best use. In this case, that use is for low intensity agricultural uses that would not affect sensitive habitat.

All of the comparable sales are superior to the Subject. Though a regional search was made for recent, inferior sales, none were found. Given the scope of this assignment, it is reasonable to assign a value slightly less the lowest priced superior sale.

**Indicated Value of Whole - Before Condition**

Price/Acre	Acres	Total
\$20,000	x 212.19	= \$4,243,800

Indicated Value - Before Condition  
**\$4,243,800**

## Valuation of Rights to be Acquired

### Permanent Easement

The estimated value of the land in the before condition is equivalent to \$20,000 per acre, or \$.46 per square foot. This same figure will be used as a basis to determine the value of the proposed non-exclusive permanent easement. In this case, the rights being acquired for 53,792 square feet will be assigned 25% of fee value because it does not significantly affect the highest and best use of the property.

Value of Permanent Easement						
Item	Size - SF		Price/Unit		% of Fee	Total
Land:	53,792	x	\$0.46	x	25%	= \$6,186
<b>Total</b>						<b>\$6,186</b>

## Remainder Values

### Before Condition - Land

Value of Whole - Before Condition:	\$4,243,800
Less Permanent Acquisition:	<u>\$6,186</u>
Remainder Value - Before Condition:	\$4,237,614

### Temporary Construction Easement

The value of a TCE is based on either market rent or a rate of return equivalent to market rent. A rate of return of 10% per year is deemed to be equivalent to market rent for this assignment. The term of this easement is 4 months or .33 years.

Just compensation for the TCE in 6 segments that totals with 1,520,274 square feet **net** or 34.9 acres is calculated as follows:

TCE (6 segments)											
Value/Acre	TCE - Acres	Fee Value	% of Fee/Year	Rent /Year	Years*	Total Rent					
\$20,000	x 34.9	x \$698,000	x 10%	x \$69,800	x 0.33	= \$23,034					

\*4 months

Just compensation for the TCE is \$23,034.

### Remainder Value - After Condition

In terms of value, the remainder in the after condition before considering benefits is unchanged on a per acre basis from the remainder value in the before condition. Therefore, the same sales used in the valuation of the property in the before condition were used to estimate the value of the remainder in the after condition. The unencumbered remainder's value is still estimated to be ~\$20,000 per acre.

The existing gas line will be vacated in place, which means the gas transmission line will be decommissioned and the easement will be quitclaimed upon request.

## Severance Damage/Benefits

Severance damage is the difference between the remainder value in the before condition and the remainder value in the after condition before considering benefits. If the latter is less than the former, severance exists.

In the after condition, severance damage is not indicated.

Benefits were also not indicated.

**Summary of Proposed Acquisitions**

Permanent Easement:	\$6,186
Temporary Construction Easements:	\$23,034
Severance Damage:	<u>\$0</u>
Total:	\$29,220

**Final Opinion of Just Compensation**

\$29,200 (rounded)



**ADDENDA**

**ADDENDUM A – QUALIFICATIONS of APPRAISER**

## CHAPMAN & PATTON

Bend Office  
20566 SE Cameron Avenue  
Bend, OR 97702  
Phone: 925.831.1311  
Email: [dean@chapmanappraisals.com](mailto:dean@chapmanappraisals.com)

Oakdale Office  
P.O. Box 973  
Oakdale, CA 95361  
Phone: 209.484.3217  
Email: [michelle@chapmanappraisals.com](mailto:michelle@chapmanappraisals.com)



**Dean Chapman MAI, SRA, SR/WA**  
Senior Appraiser, Chapman & Patton

**Experience:**

1979 - Present

Real Estate Appraiser: Chapman & Patton  
(formerly Dean Chapman & Associates/Donald H. Ashley & Associates)

1977 - 1979

Staff Appraiser: United California Bank  
Los Angeles, California.

**Memberships:**

The Appraisal Institute  
International Right-of-Way Association

**Appraisal Designations:**

MAI (Member of Appraisal Institute) Certificate No. 8638  
SRA (Senior Residential Appraiser of Appraisal Institute)  
Certificate No. 1838

**Right-of-Way Designation:**

SR/WA (Senior Right-of-Way Agent – IR/WA)

**State Certification:**

Certified General Real Estate Appraiser  
State of California (AG006074)

**Qualified as Expert Witness:**

Los Angeles County Superior Court  
Alameda County Superior Court  
Contra Costa County Superior Court  
Santa Barbara County Superior Court  
San Francisco County Superior Court  
San Luis Obispo County Superior Court  
San Mateo County Superior Court  
Santa Clara County Superior Court  
Solano County Superior Court  
Mendocino County Superior Court  
Lake County Superior Court  
Federal Bankruptcy Court  
California Public Utilities Commission  
Alameda County Tax Appeal Board

**Awards:**

Mark Green Excellence in Journalism Award for his article published in the International Right of Way Magazine entitled Transmission Lines and Industrial Property Value

### **Appraiser Profile**

Dean Chapman, MAI, SRA, SR/WA is a native Northern Californian; born in Albany and raised in San Lorenzo. For 40 years, Danville was his place of residence and office. In April 2022, Mr. Chapman relocated to Bend, Oregon. The main office for Chapman & Patton is in the town of Oakdale in the Central Valley.

Mr. Chapman began appraising real estate in 1977 when United California Bank hired him as a staff appraiser in downtown Los Angeles. During the first 2 years with United California Bank, he appraised nearly 2,000 homes for mortgage-loan purposes. Some of the more interesting houses he appraised before transitioning into commercial property belonged to Neil Diamond, Marvin Gaye, and Andy Griffith.

In 1979, he joined Donald H. Ashley and Associates in Hayward where he was taught techniques needed to properly appraise property for condemnation purposes. Mr. Chapman was awarded the RM designation by the American Institute of Real Estate Appraisers in 1984 and the MAI designation from the Appraisal Institute in 1991. In 1998, Mr. Chapman bought the appraisal firm from Mr. Ashley and renamed it Dean Chapman & Associates. He became a member of the International Right of Way Association in the 1990's and was awarded the SR/WA designation from that organization in 2003. In 2005, his article entitled *Transmission Lines and Industrial Property Value* was not only published in the Right of Way Magazine, it won the Mark Green Award for excellence in journalism. He also co-authored *Transitional Use Temporary Construction Easements* that was published in the Right of Way Magazine in 2019.

In 2018, the appraisal firm was renamed Chapman and Patton.

Mr. Chapman is married and has two sons. His hobbies include running marathons, hiking, fly-fishing and singing. Prior to becoming an appraiser Mr. Chapman was a back-up singer for numerous celebrities.

## **Examples of Appraisal Assignments by Chapman & Patton**

### **Road Widening/Improvement Projects**

Highway 4, Antioch  
Highway 4 Bypass/Marsh Creek Road  
Highway 4/Balfour Road, Brentwood  
Highway 12, Sonoma  
Highway 20 & Highway 29, Upper Lake  
Highway 29, Kelseyville  
Highway 46, Upper Lake  
Highway 92/Reliever Route, Hayward  
Highway 92, Half Moon Bay  
Highway 101 Bypass, Willits  
Highway 101/Cross Road, Prunedale  
Highway 101, Carpinteria  
Highway 101/Sonoma Narrows, Petaluma  
Highway 101/Washington Avenue, Petaluma  
Interstate 580/Foothill Road, Pleasanton  
Interstate 880 Widening, San Leandro  
Adams Avenue, Fremont  
Big Ranch Road, Napa  
Breakwater Extension, Hayward  
Buskirk Avenue extension, Pleasant Hill  
Claribel Avenue, Riverbank  
Downtown Pleasant Hill, Pleasant Hill  
El Camino Real Grade Separation, San Carlos  
Empire Avenue, Oakley & Brentwood  
Farm property, Fairfield  
Hartz Avenue, Danville  
Isabelle Avenue, Livermore  
John Muir Parkway extension, Brentwood  
Main Street realignment, Oakley  
Mission & Foothill Boulevards, Hayward  
North Connector, Fairfield  
O'Hara Avenue, Oakley  
Pelandale Avenue, Modesto  
Portola Avenue flyover, Livermore  
Roselle Avenue, Modesto  
San Ramon Valley Blvd., Danville  
Shaver property, Brentwood  
South Main Street, Walnut Creek  
Treat Blvd. at Concord Avenue, Concord  
Warm Springs Road, Fremont

### **Public Trail Easement Acquisitions**

Golden Gate Fields: Albany  
Numerous ranches: Castro Valley  
Office parking lot: Emeryville  
3,000-acre ranch: Fremont

### **Forest Fire Damage**

Raw acreage: Los Gatos (Santa Cruz mountains)

### **Special Purpose Properties**

Auto wrecking yards: Hayward  
Bowling center: Pleasant Hill  
Cemetery: Colma  
Funeral homes: Concord, E. Palo Alto, Livermore  
Gas stations: throughout the Bay Area  
Historic movie theatres: Alameda, Fremont  
Houses of Worship: Bay Point, Hayward, Walnut Creek  
Mobile home parks: Hayward, Santa Clara  
Parking Structure: Hayward  
Schools: throughout the Bay Area  
Teamsters Dispatch Hall: Oakland  
Waste Management Facility: Antioch, Livermore, Willits  
Water Pump Station: Danville

### **Possible Adverse Conditions**

Commercial contamination: Hayward, Emeryville  
Electrical transmission lines (stigma/EMF): Northern CA  
Fire station proximity: Hayward  
Gas transmission lines (stigma): Bay Area  
Railroad proximity: Union City  
Residential contamination: Oakley  
Stachybotrys (black mold): Hayward

### **Gas Transmission Line Projects**

Variety of property types in Atherton, Benicia, Fairfield, Brentwood, Davis, Fremont, Hillsborough, San Lorenzo, Menlo Park, Redwood City, Sacramento, Santa Clara, Oakland, Livermore, South San Francisco, Santa Nella  
Residential properties: Hillsborough  
Vineyard property: Graton  
Golf courses: Menlo Park, Redwood City

### **Overhead Transmission Line Projects**

Corridor: Vallejo  
Diablo Delta Sanitation District: Antioch  
Fremont Business Park: Fremont  
King & Lyons property: Fremont  
McCarthy Ranch: Milpitas  
Solar project: Santa Nella  
Souza property: Tracy

### **Flood Damage**

Residence: Hayward Hills  
Vineyard: Livermore

### **Railroad & Spur Track Corridor**

Albrae Avenue: Fremont  
Central Pacific: Santa Barbara  
El Camino Real: Burlingame  
Various properties: Emeryville

### **Gas Transmission Line Fire**

San Bruno: 11 residential homes in Glenview



**Channel Acquisitions**

Along Fremont Boulevard, Fremont  
Cypress Avenue, Oakley  
Downtown San Jose, San Jose  
Near Washington Avenue, Petaluma

**Loss of Parking**

Corporate center: Dublin  
Shopping center: Concord  
Shopping center: Pleasant Hill  
Office building: Danville  
Office building: Emeryville  
Office building: Walnut Creek

**Tax Assessment Appeals**

Berkeley Farms plant, Hayward  
Black Mountain Spring Water, Livermore  
Coca-Cola plant, San Leandro  
DeSilva Gates subdivision, Hayward

**Bridge Replacement**

Brentwood  
Concord  
Byron  
Knightsen

**Underlying Fee Interests in Roadways**

Fresno  
Sacramento

**Reservoir/Retention Basin Acquisitions**

Brooktrails, Willits  
Deer Valley Road, Antioch  
Dyer Road, Livermore  
Los Vaqueros Reservoir, Brentwood

**Loss of, or Altered, Access**

Historic estate, Hayward  
Multiple parcels, Cloverdale  
Orwood Road, Brentwood  
Ruby Hill, Pleasanton

**Loss of Right to Rent**

Provident Walk: Fairfield

**Grade Separation**

Millbrae  
Redwood City  
San Carlos  
San Mateo

**Encroachment Issues**

Residence, Los Angeles  
Residence, Orinda

**ADDENDUM B – PRELIMINARY REPORT**

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**First American Title Insurance Company**  
**National Commercial Services**  
333 W. Santa Clara Street, Ste. 220  
San Jose, CA 95113-1714

Jason Fong L.S.  
Pacific Gas and Electric Company  
6111 Bollinger Canyon Road, 3rd Floor  
San Ramon, CA 94583  
Phone: (925)244-3583

Property: Vacant Land, Petaluma, CA

**PRELIMINARY REPORT**

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

*First American Title Insurance Company*

Dated as of September 13, 2019 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

The City of Petaluma, a municipal corporation of the State of California

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2019-2020 are exempt. If the exempt status is terminated an additional tax may be levied. A.P. No.: 017-170-001.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Water rights, claims or title to water, whether or not shown by the public records.
4. Additional matters, if any, following review by the Company's Waterways and Boundaries Underwriters.
5. An easement for overflow of said land and incidental purposes, recorded June 26, 1936 in [Book 411, Page 285](#) of Official Records.  
In Favor of: United States of America  
Affects: As described therein
6. An easement for gas pipe lines and incidental purposes, recorded October 19, 1940 in [Book 515, Page 45](#) of Official Records.  
In Favor of: Pacific Gas and Electric Company  
Affects: As described therein

The terms and provisions contained in the document entitled "Relocation Agreement" recorded August 26, 1982 as Instrument No. [82046025](#) of Official Records.

*First American Title Insurance Company*



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7. An easement for gas pipe lines and incidental purposes, recorded July 31, 1952 in [Book 1147, Page 91](#) of Official Records.  
In Favor of: Pacific Gas and Electric Company  
Affects: As described therein
  8. An easement for gas pipe line and incidental purposes, recorded May 29, 1959 in [Book 1672, Page 621](#) of Official Records.  
In Favor of: Pacific Gas and Electric Company  
Affects: As described therein
- Terms and provisions contained in the above document.
9. The terms and provisions contained in the document entitled "Exchange Agreement" recorded April 06, 1970 in [Book 2453, Page 742](#) of Official Records. By and between the State of California and the City of Petaluma.
  10. The effect of a map purporting to show the land and other property, filed February 14, 1974 in [Book 205, Page 19](#) of Record of Surveys.
  11. The terms and provisions contained in the document entitled "Department of the Army Permit" recorded July 23, 1976 in [Book 3107, Page 54](#) of Official Records.
  12. The terms and provisions contained in the document entitled "Department of the Army Permit" recorded August 10, 1984 as Instrument No. [84054617](#) of Official Records.
  13. Covenants, conditions, restrictions and easements in the document recorded February 14, 1996 as Instrument No. [1996-0012731](#) of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
  14. Rights of parties in possession.

*First American Title Insurance Company*

**LEGAL DESCRIPTION**

Real property in the City of Petaluma, County of Sonoma, State of California, described as follows:

**PARCEL ONE:**

BEING A PORTION OF THAT TRACT OF THE PETALUMA RANCHO MADE BY ROWE BROS. KNOWN AS LOT 228, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID LOT WITH THE NORTHEASTERLY BOUNDARY OF THE RIGHT OF WAY OF THE S.F. & N.P. RAILWAY COMPANY, FROM WHICH THE MOST EASTERLY CORNER OF SAID LOT BEARS NORTH 35° 27' EAST, 11.60 CHAINS DISTANT; THENCE ALONG SAID SOUTHEASTERLY BOUNDARY LINE SOUTH 35° 27' WEST TO THE SOUTHWESTERLY BOUNDARY OF THE PETALUMA RANCHO; THENCE ALONG SAID BOUNDARY IN A GENERAL NORTHWESTERLY DIRECTION TO THE NORTHWEST LINE OF SAID LOT 228; THENCE ALONG SAID BOUNDARY NORTH 35° 27' EAST, TO THE NORTHEAST BOUNDARY OF THE RIGHT OF WAY OF THE S.F. & N. P. RAILWAY COMPANY FROM WHICH THE MOST NORTHERLY CORNER OF SAID LOT 228 BEARS NORTH 35° 27' EAST, 18.30 CHAINS DISTANT; THENCE ALONG THE SAID NORTHEASTERLY BOUNDARY LINE OF THE RIGHT OF WAY, SOUTH 72° EAST, 4.60 CHAINS; SOUTH 69° EAST, 3.60 CHAINS; SOUTH 66° 30' EAST, 3 CHAINS; SOUTH 64° 25' EAST, 22.59 CHAINS TO THE POINT OF BEGINNING.

**PARCEL TWO:**

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF LOT 228 OF THE PETALUMA RANCHO WITH THE SOUTH LINE OF SAID RANCHO ACCORDING TO THE MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SONOMA IN [BOOK 8 OF MAPS, PAGE 15](#); THENCE ALONG THE CONTINUATION OF THE EASTERLY LINE OF SAID LOT 228, SOUTH 35° 27' WEST, TO THE NORTHEASTERLY BANK OF PETALUMA CREEK AT ORDINARY HIGH WATER MARK; THENCE NORTHWESTERLY ALONG SAID CREEK AT ORDINARY HIGH WATER MARK TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 2 IN TOWNSHIP 4 NORTH OF RANGE 7 WEST, MOUNT DIABLO MERIDIAN; THENCE NORTH ALONG THE CENTER LINE OF SAID SECTION 2 AND CONTINUING NORTH ALONG THE CENTER LINE OF SECTION 35 IN TOWNSHIP 5 NORTH OF RANGE 7 WEST, MOUNT DIABLO MERIDIAN TO THE SOUTHERLY LINE OF PETALUMA RANCHO; THENCE SOUTHEASTERLY ALONG SAID RANCHO LINE TO THE PLACE OF BEGINNING.

BEING A PART OF SWAMP AND OVERFLOW SURVEY NO. 27.

**PARCEL THREE:**

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 35 IN TOWNSHIP 5 NORTH OF RANGE 7 WEST, MOUNT DIABLO MERIDIAN, WITH THE SOUTHERLY LINE OF PETALUMA RANCHO; THENCE SOUTH ALONG THE CENTER LINE OF SAID SECTION 35 AND CONTINUING SOUTH ALONG THE CENTER LINE OF SECTION 2 IN TOWNSHIP 4 NORTH OF RANGE 7 WEST, MOUNT DIABLO MERIDIAN TO THE NORTHEASTERLY BANK OF PETALUMA CREEK AT ORDINARY HIGH WATER MARK; THENCE NORTHWESTERLY ALONG SAID CREEK AT ORDINARY HIGH WATER MARK TO A POINT TO THE INTERSECTION THEREOF WITH THE MOST SOUTHERLY POINT OF THE LANDS OF ROYAL TALLOW & SOAP CO., AS SHOWN AND DESIGNATED UPON THAT CERTAIN RECORD OF SURVEY FILED APRIL 20, 1965 IN [BOOK 100 OF MAPS, PAGE 69](#), SONOMA COUNTY RECORDS; THENCE ALONG THE EASTERLY AND SOUTHEASTERLY LINE OF SAID LANDS THE FOLLOWING COURSES: NORTH 14° 33' 10" WEST, 160 FEET (DEED NORTH 15° 30' WEST); NORTH 0° 23' 10" WEST, 170 FEET (DEED NORTH 1° 20' WEST); NORTH 14° 56' 50" EAST, 140 FEET (DEED NORTH 14° EAST); NORTH 40° 26' 50" EAST, 620 FEET (DEED NORTH 39° 30' EAST); NORTH 76° 10' 30" EAST, 460 FEET (DEED 460.6 FEET); SOUTH

*First American Title Insurance Company*

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47° 26' EAST, 87.43 FEET (DEED SOUTH 39° EAST, 91.08 FEET); NORTH 53° 23' 10" EAST, 590.70 FEET (DEED NORTH 53° EAST); THENCE LEAVING THE SOUTHEASTERLY LINE OF ROYAL TALLOW & SOAP CO. AND ALONG THE SOUTHERLY LINE OF THE LANDS OF ADELINA SARTORI, AS DESCRIBED IN THAT CERTAIN DEED RECORDED IN [BOOK 500 OFFICIAL RECORDS, PAGE 320](#), SONOMA COUNTY RECORDS; SOUTH 80° 45' WEST, 723.36 FEET TO A POINT WHICH BEARS NORTH 46° 45' WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 46° 45' EAST, 537.24 FEET TO THE POINT OF BEGINNING.

BEING A PART OF SWAMP & OVERFLOW SURVEY NO. 27.

SAVING AND EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE UNITED STATES OF AMERICA BY WILLIAM M. RUTHERFORD BY INSTRUMENT RECORDED FEBRUARY 16, 1933 IN [BOOK 329 OF OFFICIAL RECORDS, PAGE 290](#), SONOMA COUNTY RECORDS.

APN: 017-170-001

*First American Title Insurance Company*

**ADDENDUM C – TEMPORARY CONSTRUCTION EASEMENT DEED (DRAFT ONLY)**



## TEMPORARY CONSTRUCTION EASEMENT

### CITY OF PETALUMA

(“**Property Owner**”), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**PG&E**”), a temporary construction easement (“**TCE**”), to be used in connection with PG&E’s gas transmission pipeline replacement project (“**PG&E’s Project**”), within Property Owner’s lands which are situated in the City of Petaluma, County of Sonoma, State of California, identified as 9 Corporate Circle, Petaluma, CA 94954, County Assessor’s Parcel Number 017-170-001 (the “**Property**”).

The activities allowed under this TCE are described as follows:

- (a) To gravel and use for laydown and staging purposes, including the right to park vehicles, locate construction trailers, and store materials and equipment.*
- (b) to construct and use bore pit(s).*
- (c) discharge of uncontaminated hydrotest water and ground water in conjunction with PG&E’s Project. Water will be applied consistent with permit conditions and in a manner in which no ponding or flooding will occur and at rates similar to construction methods utilized for dust control and/or irrigation to support re-vegetative restoration measures. The water will be lost to evapotranspiration or infiltrate to the groundwater table, re-charging the water table.*

The activities described above shall be within the area(s) delineated on the map attached and collectively referred to as (“**Temporary Easement Area**”).

1. **Term.** The term of this TCE shall be for a period of four (4) months commencing on or around July 6, 2023 and shall terminate on or around November 6, 2023 (the “**Term**”). Actual commencement date may vary and the Term will be deemed to have begun upon actual usage of the easement area. PG&E shall have the right, subject to the terms herein, to extend the Term on a month-to-month basis for up to five (5) month(s) by giving the Property Owner written notice of its intention prior to the expiration of the Term. This TCE shall be irrevocable during the Term, except in the case of material breach of the terms and conditions of this TCE.

2. **Compensation.** PG&E shall pay Property Owner \_\_\_\_\_ (\$\_\_\_\_\_) per month for a total amount of \_\_\_\_\_ (\$\_\_\_\_\_) as compensation for this TCE and shall deliver the total payment after receiving a completed IRS W-9 Form and an executed copy of this TCE. If PG&E extends the Term of this TCE, PG&E shall pay Property Owner \_\_\_\_\_ (\$\_\_\_\_\_) per month for the duration of the extended Term.
3. **Exclusive Use; Access; Fencing.** During the Term of this TCE, PG&E shall have the exclusive right to use the Temporary Easement Area and the right of ingress to and egress from the Temporary Easement Area over and across the Property. PG&E shall have the further right to erect and maintain temporary fencing and gates with a locking device to enclose the Temporary Easement Area, and shall remove such fencing and gates at the end of the Term.
4. **Indemnification.** PG&E agrees to indemnify Property Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E 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 Property Owner's comparative negligence or willful misconduct.
5. **Compliance with Laws.** Interpretation and enforcement of this TCE shall be governed by the laws of the State of California. In exercising the rights granted under this TCE, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use. PG&E is required under State and local law to re-stabilize any disturbed project location within the Temporary Easement Area in order to control soil erosion and sediment runoff, in accordance with applicable project permits. PG&E shall have the right to access the Temporary Easement Area as reasonably necessary to allow it to meet any applicable project permit obligations after the Term.
6. **Restoration.** Upon completion of PG&E's Project, PG&E shall repair any damage and restore the Temporary Easement Area to as near as practicable to the condition that existed prior to PG&E use under this TCE. PG&E shall remove all personal property.
7. **Representation.** Property Owner represents and warrants the Temporary Easement Area is vacant and free from any encumbrances that would interfere with PG&E's full enjoyment of this TCE.
8. **Entire Agreement.** This TCE supersedes all previous oral and written agreements between and representation by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This TCE may not be amended except by a written agreement.
9. **Authority of Signatory.** Each party to this TCE warrants to the other that it has the right and authority to enter into and consummate this TCE and all related documents.
10. **Successors, Heirs, and Assigns.** This provisions of this TCE shall inure to the benefit of and bind the successors and assigns of the respective parties.
11. **Electronic Signatures.** This TCE may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this TCE and shall have the same force and effect as a manually executed original.

12. **Execution in Counterparts.** This TCE may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

PROPERTY OWNER:

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

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

Its: \_\_\_\_\_

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

**ADDENDUM D – TEMPORARY CONSTRUCTION EASEMENT EXHIBIT A**



R-708\_L-021G PETALUMA  
Lands of City of Petaluma  
9 Corporate Circle, Petaluma

**EXHIBIT "A"**

**TEMPORARY CONSTRUCTION EASEMENT**

**LANDS**

The parcels of land described and designated PARCEL I, PARCEL II and PARCEL III in the deed from Joe V. Cardozo and Rosa Cardozo, his wife, to the City of Petaluma, a municipal corporation of the State of California dated July 19, 1973 and recorded on July 31, 1973 in Book 2786 of Official Records at Page 446, Sonoma County Records.

**EASEMENT**

**PARCEL "A"**

Commencing at the northwesterly corner of said lands, also being the southwesterly corner of Lot 8 as shown on certain record map entitled "Map of Cader Lane Industrial Park", filed for record April 20, 1992 in Book 494 of Maps at Pages 7 to 9, Sonoma County Records; and running thence southeasterly along northerly boundary line of said lands and southerly boundary line of said map, said southerly boundary line has a course of north 70°33'38" west (for the purposes of this description south 70°37'52" east) and a distance of 307.02 feet,

(a) south 70°37'52" east 93.64 feet to the **True Point of Beginning**; thence continuing southeasterly along said northerly and southerly boundary line

- 1) south 70°37'52" east 112.12 feet; thence leaving said northerly and southerly boundary line and running southwesterly
- 2) south 20°10'02" west 61.68 feet to point herein for convenience called Point "A"; thence
- 3) north 69°29'11" west 208.74 feet; thence
- 4) north 24°12'37" east 24.65 feet; thence

Internal

- 5) south 69°44'03" east 95.54 feet; thence
- 6) north 19°04'12" east 34.44 feet to the True Point of Beginning.

Containing 9,154 square feet of land more or less.

**PARCEL "B"**

Commencing at said Point "A"; and running thence southwesterly

- (a) south 52°47'04" west 127.44 feet to the True Point of Beginning; thence
  - 1) south 00°24'50" west 31.86 feet to a point herein for convenience called Point "B"; thence
  - 2) north 74°08'50" west 29.03 feet; thence
  - 3) south 85°40'23" west 56.05 feet; thence
  - 4) south 05°01'10" east 47.29 feet; thence
  - 5) south 15°31'11" west 46.10 feet; thence
  - 6) south 40°34'16" west 133.18 feet; thence
  - 7) south 37°30'23" west 313.39 feet; thence
  - 8) south 52°41'39" west 91.29 feet; thence
  - 9) north 89°03'56" west 31.70 feet to a point on a non-tangent curve; thence
  - 10) from a radial line that bears south 2°13'10" east, along a curve to the right, having a radius of 175.00 feet, through a central angle of 41°08'12", an arc distance of 125.65 feet; thence
  - 11) north 51°04'58" west 233.67 feet; thence
  - 12) north 57°44'37" west 53.60 feet; thence
  - 13) on a tangent curve to the left with a radius of 100.00 feet, through a central angle of 79°25'20", an arc distance of 138.62 feet; thence
  - 14) south 42°50'03" west 388.09 feet; thence
  - 15) south 33°42'37" west 368.22 feet; thence
  - 16) south 39°38'30" west 266.67 feet; thence
  - 17) south 16°00'57" west 86.41 feet; thence
  - 18) on a tangent curve to the left with a radius of 55.00 feet, through a central angle of 71°11'37", an arc distance of 68.34 feet; thence
  - 19) south 55°20'34" east 1685.52 feet; thence

Internal

- 20) south  $37^{\circ}10'42''$  west 50.05 feet to a point herein for convenience called Point "C"; thence
- 21) north  $55^{\circ}20'34''$  west 1683.46 feet; thence
- 22) on a tangent curve to the right with a radius of 105.00 feet, through a central angle of  $71^{\circ}11'37''$ , an arc distance of 130.47 feet; thence
- 23) north  $16^{\circ}00'57''$  east 96.86 feet; thence
- 24) north  $39^{\circ}38'30''$  east 274.53 feet; thence
- 25) north  $33^{\circ}42'37''$  east 369.62 feet; thence
- 26) north  $42^{\circ}50'03''$  east 392.08 feet; thence
- 27) on a tangent curve to the right with a radius of 150.00 feet, through a central angle of  $79^{\circ}25'20''$ , an arc distance of 207.93 feet; thence
- 28) south  $57^{\circ}44'37''$  east 56.51 feet; thence
- 29) south  $51^{\circ}04'58''$  east 236.58 feet; thence
- 30) on a tangent curve to the left with a radius of 125.00 feet, through a central angle of  $41^{\circ}08'12''$ , an arc distance of 89.75 feet; thence
- 31) north  $59^{\circ}24'26''$  east 64.16 feet; thence
- 32) north  $39^{\circ}29'40''$  east 82.29 feet; thence
- 33) north  $36^{\circ}35'16''$  east 242.81 feet; thence
- 34) north  $32^{\circ}00'27''$  east 178.84 feet; thence
- 35) north  $03^{\circ}18'10''$  west 61.49 feet; thence
- 36) north  $01^{\circ}49'04''$  west 40.39 feet; thence
- 37) north  $89^{\circ}02'31''$  east 19.96 feet; thence
- 38) south  $09^{\circ}56'42''$  east 55.89 feet; thence
- 39) south  $64^{\circ}23'01''$  east 31.39 feet; thence
- 40) north  $80^{\circ}56'55''$  east 31.08 feet; thence
- 41) south  $81^{\circ}23'37''$  east 45.57 feet True Point of Beginning.

Containing 216,086 square feet of land more or less.

**PARCEL "C"**

Commencing at said "B"; and running thence southeasterly

Internal



- (a) south  $66^{\circ}19'10''$  east 1079.59 feet to the True Point of Beginning; thence
- 1) north  $26^{\circ}06'29''$  east 49.81 feet to a point herein for convenience called Point "D"; thence
  - 2) south  $66^{\circ}32'46''$  east 95.55 feet; thence
  - 3) on a tangent curve to the left with a radius of 105.00 feet, through a central angle of  $49^{\circ}38'00''$ , an arc distance of 90.96 feet; thence
  - 4) north  $63^{\circ}53'36''$  east 62.33 feet; thence
  - 5) on a tangent curve to the right with a radius of 85.00 feet, through a central angle of  $51^{\circ}28'58''$ , an arc distance of 76.38 feet; thence
  - 6) south  $65^{\circ}11'52''$  west 124.89 feet; thence
  - 7) south  $25^{\circ}37'33''$  west 52.50 feet to a point herein for convenience called Point "E"; thence
  - 8) north  $64^{\circ}03'05''$  west 124.66 feet; thence
  - 9) on a tangent curve to the left with a radius of 35.00 feet, through a central angle of  $51^{\circ}28'58''$ , an arc distance of 31.45 feet; thence
  - 10) south  $63^{\circ}53'36''$  west 62.33 feet; thence
  - 11) on a tangent curve to the right with a radius of 155.00 feet, through a central angle of  $49^{\circ}38'00''$ , an arc distance of 134.27 feet; thence
  - 12) north  $66^{\circ}24'09''$  west 97.80 feet to the True Point of Beginning.

Containing 22,659 square feet of land more or less.

**PARCEL 'D'**

Commencing at said Point "D"; and running thence northwesterly

- (a) north  $45^{\circ}09'03''$  west 226.55 feet to the True Point of Beginning; thence
- 1) north  $58^{\circ}57'01''$  west 51.08 feet; thence
  - 2) north  $06^{\circ}55'35''$  east 74.24 feet; thence
  - 3) south  $63^{\circ}52'07''$  east 51.02 feet; thence
  - 4) south  $27^{\circ}25'25''$  west 5.51 feet; thence
  - 5) south  $06^{\circ}38'24''$  west 73.18 feet to the True Point of Beginning.

Internal

Containing 3,559 square feet of land more or less.

**PARCEL "E"**

Commencing at said Point "E"; and running thence southeasterly

- (a) south  $61^{\circ}10'37''$  east 328.04 feet to the True Point of Beginning; thence
  - 1) north  $31^{\circ}48'09''$  east 68.93 feet; thence
  - 2) south  $62^{\circ}53'25''$  east 219.56 feet; thence
  - 3) south  $36^{\circ}04'38''$  west 47.55 feet; thence
  - 4) north  $85^{\circ}15'50''$  west 21.29 feet; thence
  - 5) south  $35^{\circ}55'54''$  west 164.22 feet; thence
  - 6) north  $60^{\circ}45'57''$  west 56.59 feet; thence
  - 7) north  $32^{\circ}00'47''$  east 78.97 feet; thence
  - 8) on a tangent curve to the left with a radius of 60.00 feet, through a central angle of  $92^{\circ}27'51''$ , an arc distance of 96.83 feet; thence
  - 9) north  $60^{\circ}27'03''$  west 65.94 feet to the True Point of Beginning.

Containing 24,927 square feet of land more or less.

**PARCEL "F"**

Beginning at said Point "C"; and running thence northeasterly

- 1) north  $37^{\circ}10'42''$  east 377.59 feet; thence
- 2) north  $43^{\circ}16'07''$  west 133.85 feet; thence
- 3) north  $29^{\circ}29'28''$  east 316.77 to 90 feet; thence
- 4) north  $34^{\circ}51'57''$  west 160.63 feet; thence
- 5) north  $52^{\circ}49'19''$  east 720.54 feet; thence
- 6) south  $54^{\circ}44'45''$  east 846.75 feet; thence
- 7) south  $35^{\circ}15'15''$  west 955.35 feet; thence
- 8) south  $58^{\circ}24'56''$  east 37.79 feet; thence

Internal




- 9) south 35°29'54" west 18.60 feet; thence
- 10) north 55°46'59" west 30.54 feet; thence
- 11) south 37°29'21" west 436.85 feet; thence
- 12) south 48°18'58" east 64.13 feet; thence
- 13) south 17°48'01" west 56.18 feet; thence
- 14) south 59°52'52" west 74.01 feet; thence
- 15) south 02°12'58" east 59.16 feet; thence
- 16) south 77°44'48" west 177.07 feet; thence
- 17) north 07°04'53" west 215.60 feet; thence
- 18) north 54°29'39" east 99.39 feet; thence
- 19) north 54°43'31" west 606.59 feet to the **Point of Beginning**.

Containing 1,347,291 square feet of land more or less.

The foregoing descriptions are based on survey made by Pacific Gas and Electric in November 2019. The basis of bearings used is based on record map entitled "Map of Cader Lane Industrial Park", filed for record April 20, 1992 in Book 494 of Maps at Pages 7 to 9, Sonoma County Records, which course according to said map has a bearing of north 70°33'38" west (for the purpose of this description south 70°37'52" east) and a length of 307.02 feet.

Prepared by:  
Pacific Gas and Electric Company

 2/28/2023  
Jason D. Fong, PLS 9170      Date



Internal

**RANCHO PETALUMA  
(T. 5 N., R. 7 W., SE 1/4 SEC. 35  
M.D.B.&M.)**

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 70°37'52" E	112.12'
L2	S 20°10'02" W	61.68'
L3	N 59°29'11" W	208.74'
L4	N 24°12'37" E	24.65'
L5	S 69°44'03" E	95.54'
L6	N 19°04'12" E	34.44'
L7	S 52°47'04" W	127.44'
L8	S 00°24'50" W	31.86'
L9	N 74°08'50" W	29.03'
L10	S 85°40'23" W	56.05'
L11	S 05°01'10" E	47.29'
L12	S 15°31'11" W	46.10'
L13	S 40°34'16" W	133.18'
L14	S 37°30'23" W	313.39'
L15	S 52°41'39" W	91.29'
L16	N 89°03'56" W	31.70'
L17	N 51°04'58" W	233.67'
L18	N 57°44'37" W	53.60'
L19	S 42°50'03" W	388.09'
L20	S 33°47'37" W	368.77'
L21	S 39°38'30" W	266.67'
L22	S 16°00'57" W	86.41'
L23	N 16°00'57" E	96.86'
L24	N 39°38'30" E	274.53'
L25	N 33°42'37" E	369.62'
L26	N 42°50'03" E	392.08'
L27	S 57°44'37" E	56.51'
L28	S 51°04'58" E	236.58'

LINE TABLE

LINE	BEARING	DISTANCE
L29	N 59°24'26" E	64.16'
L30	N 39°29'40" E	82.29'
L31	N 36°35'16" E	242.81'
L32	N 32°00'27" E	178.84'
L33	N 03°18'10" W	61.49'
L34	N 01°49'04" W	40.39'
L35	N 89°02'31" E	19.96'
L36	S 09°56'42" E	55.89'
L37	S 64°23'01" E	31.39'
L38	N 80°56'55" E	31.08'
L39	S 81°23'37" E	45.57'
L40	S 66°19'10" E	1079.59'
L41	N 26°06'29" E	49.81'
L42	S 66°32'46" E	95.55'
L43	N 63°53'36" E	62.33'
L44	S 65°11'52" E	124.89'
L45	S 25°37'33" W	52.50'
L46	N 64°03'05" W	124.66'
L47	S 63°53'36" W	62.33'
L48	N 66°24'09" W	97.80'
L49	N 45°09'03" W	226.55'
L50	N 58°57'01" W	51.08'
L51	N 06°55'35" E	74.24'
L52	S 63°52'07" E	51.02'
L53	S 27°25'25" W	5.51'
L54	S 06°38'24" W	73.18'
L55	S 61°10'37" E	328.04'
L56	N 31°48'09" E	68.93'

LINE TABLE

LINE	BEARING	DISTANCE
L57	S 62°53'25" E	219.56'
L58	S 36°04'38" W	47.55'
L59	N 85°15'50" W	21.29'
L60	S 35°55'54" W	164.22'
L61	N 60°45'57" W	56.59'
L62	N 32°00'47" E	78.97'
L63	N 60°27'03" W	65.94'
L64	N 37°10'42" E	377.59'
L65	N 43°16'07" W	133.85'
L66	N 29°29'28" E	316.77'
L67	N 34°51'57" W	160.63'
L68	N 52°49'19" E	720.54'
L69	S 54°44'45" E	846.75'
L70	S 35°15'15" W	955.35'
L71	S 58°24'56" E	37.79'
L72	S 35°29'54" W	18.60'
L73	N 55°46'59" W	30.54'
L74	S 37°29'21" W	436.85'
L75	S 48°18'58" E	64.13'
L76	S 17°48'01" W	56.18'
L77	S 59°52'52" W	74.01'
L78	S 02°12'58" E	59.16'
L79	S 77°44'48" W	177.07'
L80	N 07°04'53" W	215.60'
L81	N 54°29'39" E	99.39'
L82	N 54°43'31" W	606.59'

CURVE TABLE

CURVE	RADIUS	DELTA	DISTANCE
C1	175.00'	41°08'12"	125.65'
C2	100.00'	79°25'20"	138.62'
C3	55.00'	71°11'37"	68.34'
C4	105.00'	71°11'37"	130.47'
C5	150.00'	79°25'20"	207.93'
C6	125.00'	41°08'12"	89.75'
C7	105.00'	49°38'00"	90.96'
C8	85.00'	51°28'58"	76.38'
C9	35.00'	51°28'58"	31.45'
C10	155.00'	49°38'00"	134.27'
C11	60.00'	92°27'51"	96.83'

AUTHORIZATION  
74001643

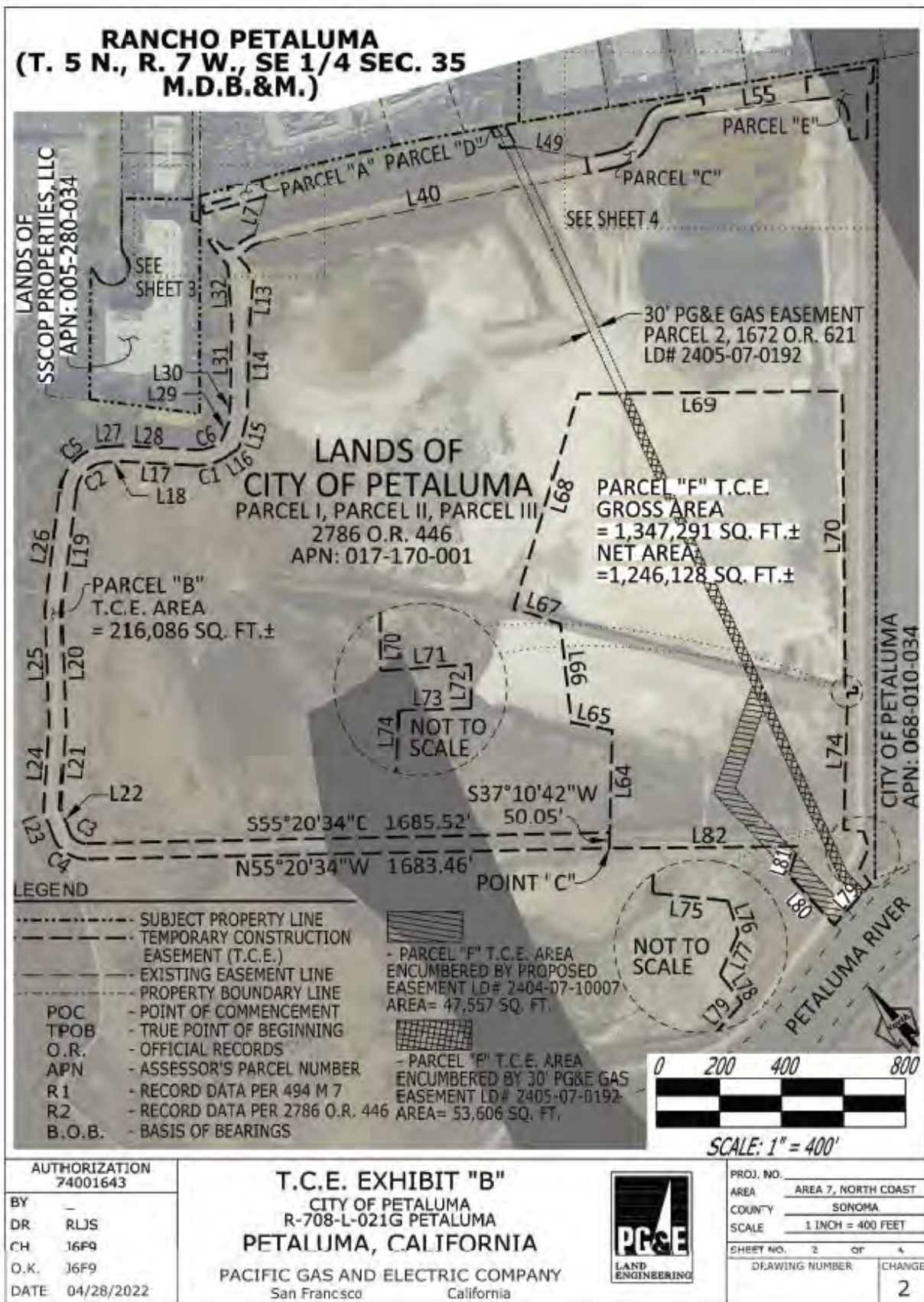
BY —  
DR RLJS  
CH J6F9  
O.K. J6F9  
DATE 04/28/2022

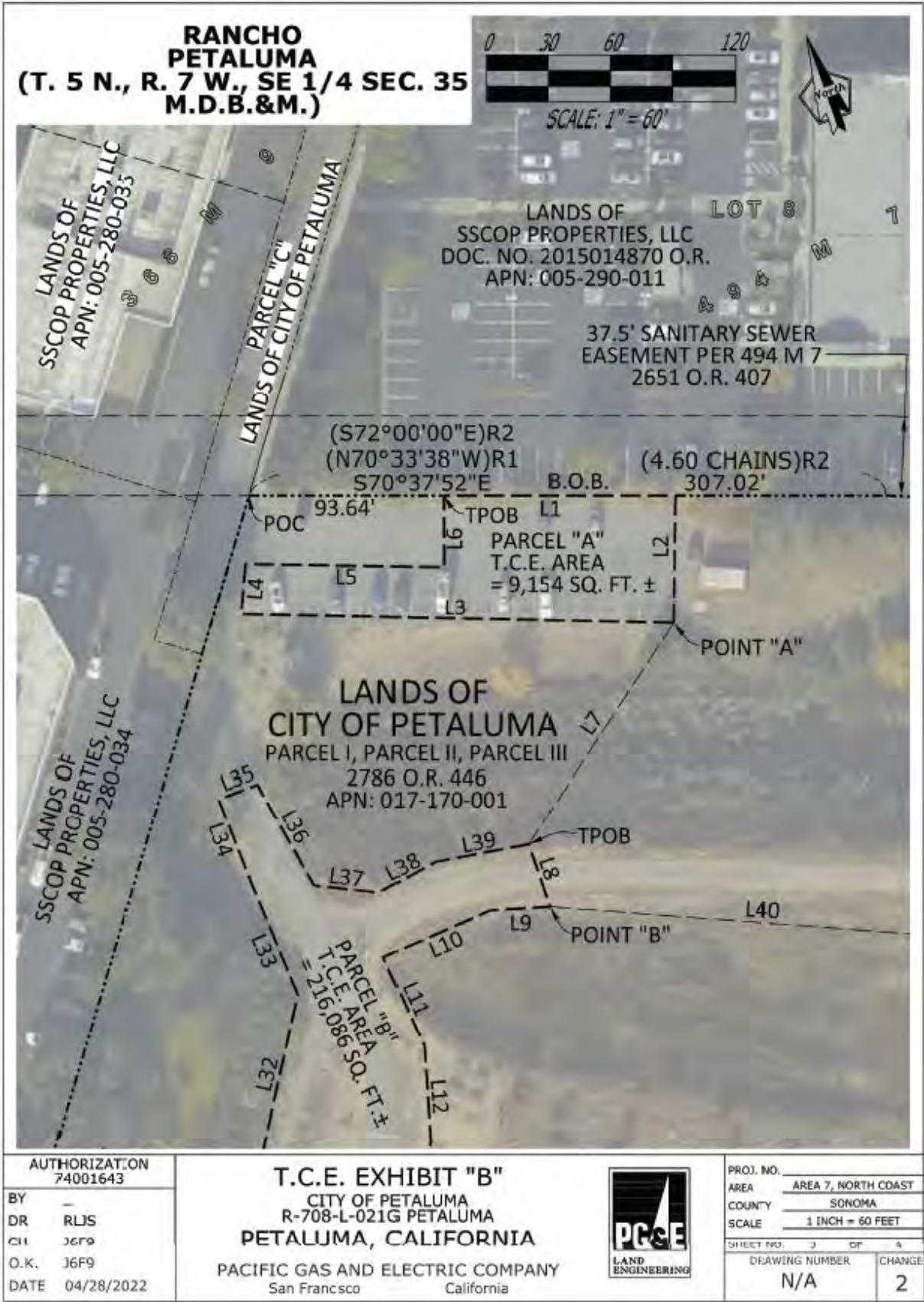
**T.C.E. EXHIBIT "B"**  
CITY OF PETALUMA  
R-708-L-021G PETALUMA  
**PETALUMA, CALIFORNIA**  
PACIFIC GAS AND ELECTRIC COMPANY  
San Francisco California



PROJ. NO. —  
AREA AREA 7, NORTH COAST  
COUNTY SONOMA  
SCALE N/A  
SHEET NO. 1 OF 4  
DRAWING NUMBER CHANGE  
2













**ADDENDUM E – EASEMENT DEED for PERMANENT EASEMENT**

GAS TRANSMISSION PIPELINE EASEMENT (REV. 04/2021)

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

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax \_\_\_\_\_

LD# 2404-07-10007

EASEMENT DEED

2019093(01-16-008)10 19 02

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

LANDS CITY OF PETALUMA, a Municipal Corporation of 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 strip of land described and designated EASEMENT AREA 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 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;

(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 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 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 The State of California

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

LD# 2404-07-10007  
R-708 L-021G-10 Petaluma River Crossing\_4

## EXHIBIT "A"

### LANDS

The parcels of land described and designated PARCEL I, PARCEL II and PARCEL III in the deed from Joe V. Cardozo and Rosa Cardozo, his wife, to the City of Petaluma, a municipal corporation of the State of California dated July 19, 1973 and recorded in Book 2786 of Official Records at Page 446, Sonoma County Records.

APN: 017-170-001

### EASEMENT AREA

A strip of land of the uniform width of 60 feet extending northerly and northeasterly from the southerly boundary line of PARCEL II in said deed dated July 19, 1973 (2786 O.R. 446) to the Northwestern boundary line of the strip of land described and designated Parcel 2 as in the Final Order of Condemnation dated May 28, 1959 and recorded in Book 1672 of Official Records at Page 621, Sonoma County Records, and lying 45 feet on Westerly side and 15 feet of the Easterly side of the line described as follows:

Commencing at the Southeasterly terminus of a course in the center line of the strip of land described in the deed from Catherine M. Palmer and others to Pacific Gas & Electric Company dated October 7, 1957 and recorded in Book 1553 of Official Records at Page 578, Sonoma County Records, which has a bearing of North 08°13' West (North 07°49'38" West for this description) and a length of 350 feet, and running thence along center line of said strip

- (a) North 07°49'38" West 350.00 feet  
to Point "A" in said deed dated October 7, 1957 (1553 O.R. 578); thence continuing along said center line
- (b) North 07°49'38" West 6.40 feet; thence  
leaving said center line and running
- (c) South 82°10'22" West 15.00 feet  
to a point in the westerly boundary line of said strip dated October 7, 1957 (1553 O.R. 578),  
thence leaving said westerly boundary line and running
- (d) North 53°51'30" West, 140.18 feet; thence
- (e) North 06°43'58" West, 207.71 feet; thence
- (f) North 06°43'58" West, 311.71 feet  
to a point being on the Southeasterly bank of the Petaluma River at ordinary high water mark;  
thence
- (g) North 06°43'58" West, 264.45 feet, more or less,



LD# 2404-07-10007  
R-708 L-021G-10 Petaluma River Crossing\_4

to a point being on the Northeasterly bank of the Petaluma River at ordinary high water mark being the Southerly boundary line of said PARCEL II (2786 O.R. 446), also being the TRUE POINT OF BEGINNING, thence running

(1) North 06°43'58" West, 575.00 feet; thence

(2) North 56°06'12" East, 286.83 feet

to a point in the Northwesterly boundary line of said Parcel 2 of said Final Order of Condemnation (1672 O.R. Page 621); thence

South 78°44'08" East, 15.00 feet, more or less, to a point on the center line of said strip of said Parcel 2 of said Final Order of Condemnation (1672 O.R. Page 621). Said point bears North 11°15'52" East and a distance of 614.87 feet from the southern terminus of the course described in said Parcel 2 of said Final Order of Condemnation (1672 O.R. Page 621), said course has a bearing of South 10°51'30" West and a distance of 2626.7 feet.


Excepting therefrom the portions lying within said Parcel 2 of said Final Order of Condemnation (1672 O.R. Page 621)

The sidelines of said strip shall extend or terminate at the southerly boundary of said PARCEL II (2786 O.R. 446) and the northwesterly boundary line of said Parcel 2 of said Final Order of Condemnation (1672 O.R. Page 621).

Containing 53,792 Sq. Ft. or 1.2349 acres ±

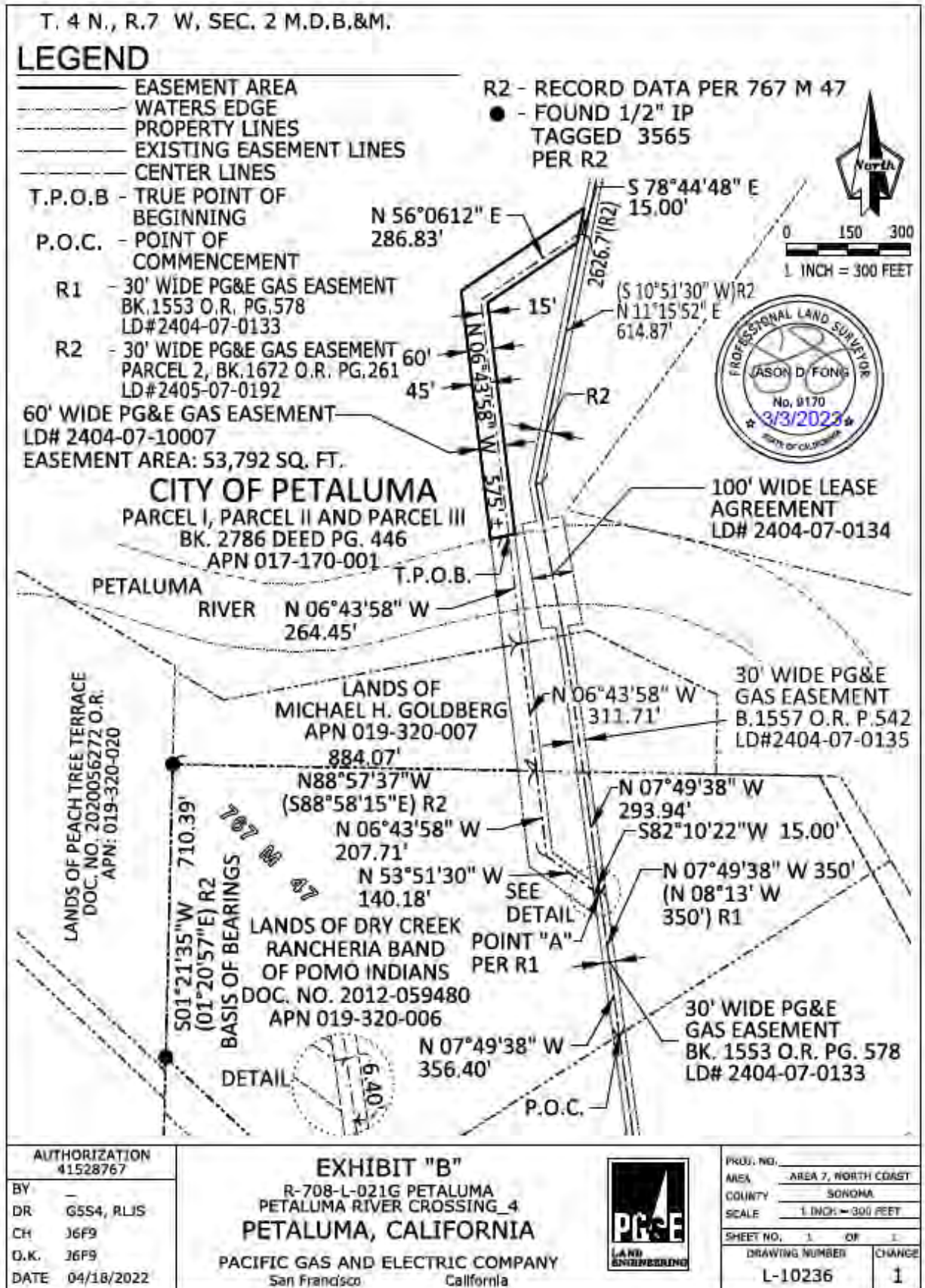
The foregoing description is based on a survey made by Pacific Gas and Electric Company in November 2019. The basis of bearings used is based on found 1/2-inch iron pipes with tag L.S. 3665 marking the termini of a course as shown upon the Record of Survey filed for record November 19, 2014 in Book 767 of Maps at page 47, Sonoma County Records, said course has a bearing North 01°20'57" East (for the purposes of this description North 01°21'35" East) and distance of 710.39 feet.

Prepared by:  
Pacific Gas and Electric Company

 3/3/2023  
Jason D. Fong, PLS 9170      Date












LINE TABLE

LINE	DISTANCE
L1	14.0'
L2	25.0'
L3	21.3'
L4	606.6'
L5	359.6'
L6	85.1'
L7	262.6'
L8	564.9'

LEGEND

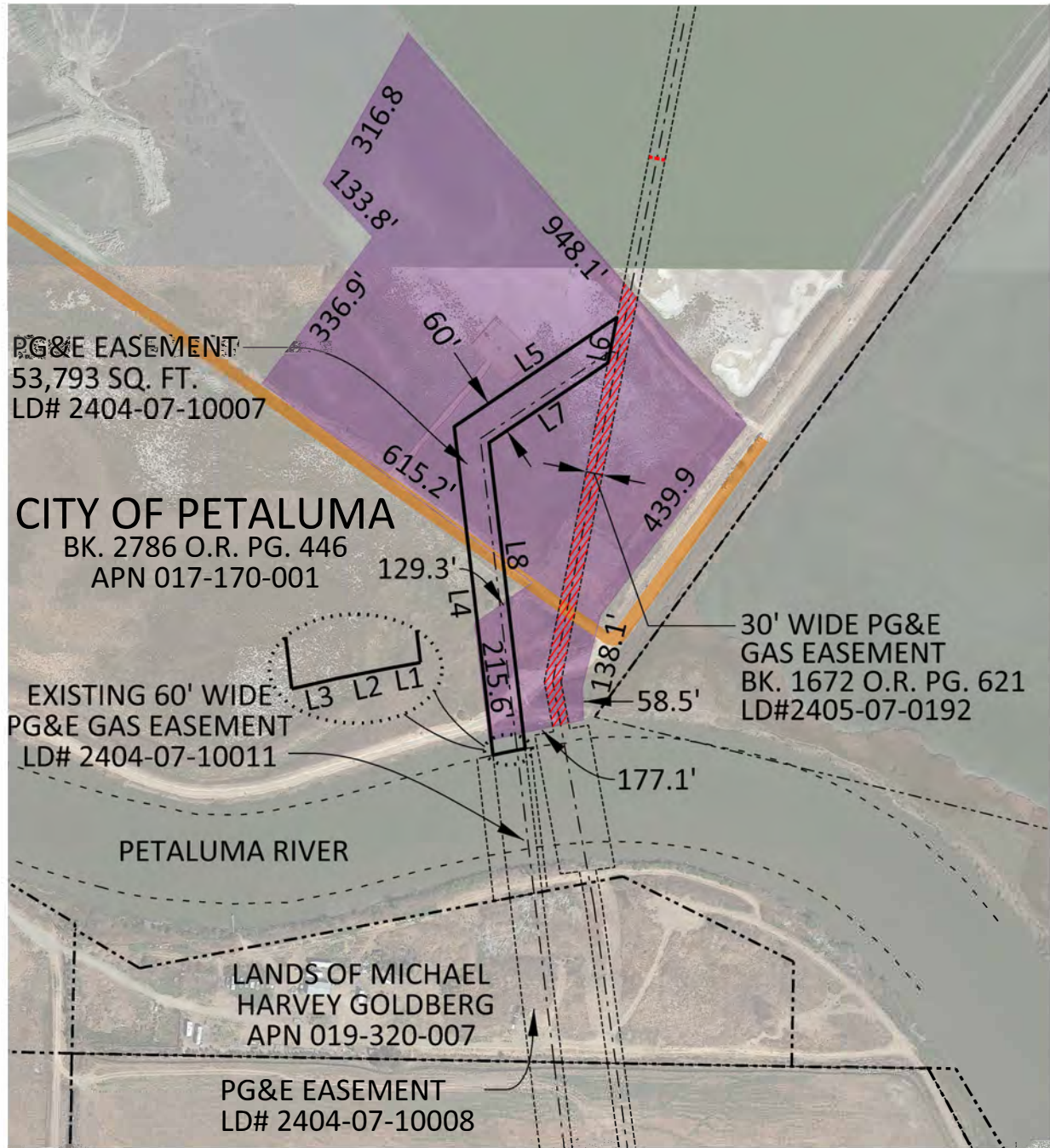
- - PROPERTY LINE
- - PROPOSED PG&E EASEMENT LINE
- - - - - PG&E EXISTING EASEMENT LINE
- - PG&E EASEMENT CENTER LINE
- O.R. - OFFICIAL RECORDS
- APN - ASSESSOR'S PARCEL NUMBER
-  - WORK SPACE  
AREA= 506,887 SQ. FT.  
= 11.637 ACRES
-  - PORTION ENCUMBERED BY 30' PG&E GAS EASEMENT  
PER BK. 1672 O.R. PG. 621, SONOMA COUNTY RECORDS  
LD# 24045-07-0192  
AREA= 24,377 SQ. FT.  
= 0.560 ACRES
-  - ACCESS ROAD

AUTHORIZATION 74030729		<b>APPRAISAL EXHIBIT</b> LANDS OF CITY OF PETALUMA R-708-L-021G PETALUMA PETALUMA RIVER CROSSING <b>PETALUMA, CALIFORNIA</b> PACIFIC GAS AND ELECTRIC COMPANY San Francisco California				PROJ. NO. _____ AREA <u>AREA 7, NORTH COAST</u> COUNTY <u>SONOMA</u> SCALE <u>1 INCH = 300 FEET</u> SHEET NO. <u>1</u> OF <u>2</u> DRAWING NUMBER <u>L-10538</u> CHANGE <u>0</u>	
BY — DR RLJS CH J6F9 O.K. J6F9 DATE 4/11/2022							



T. 4 N., R.7 W. SEC. 2 M.D.B.&M.

0 150 300  
1 INCH = 300 FEET



AUTHORIZATION  
74030729

BY —  
DR RLJS  
CH J6F9  
O.K. J6F9  
DATE 4/11/2022

**APPRAISAL EXHIBIT**  
LANDS OF CITY OF PETALUMA  
R-708-L-021G PETALUMA  
PETALUMA RIVER CROSSING\_4  
**PETALUMA, CALIFORNIA**  
PACIFIC GAS AND ELECTRIC COMPANY  
San Francisco California



PROJ. NO.	AREA 7, NORTH COAST	
AREA	SONOMA	
COUNTY	1 INCH = 300 FEET	
SCALE	SHEET NO. 2 OF 2	
DRAWING NUMBER	CHANGE	
L-10538	0	

R-708\_L-021G PETALUMA  
Lands of City of Petaluma  
9 Corporate Circle, Petaluma

## **EXHIBIT "A"**

### **TEMPORARY CONSTRUCTION EASEMENT**

#### **LANDS**

The parcels of land described and designated PARCEL I, PARCEL II and PARCEL III in the deed from Joe V. Cardozo and Rosa Cardozo, his wife, to the City of Petaluma, a municipal corporation of the State of California dated July 19, 1973 and recorded on July 31, 1973 in Book 2786 of Official Records at Page 446, Sonoma County Records.

#### **EASEMENT**

##### **PARCEL "A"**

**Commencing** at the northwesterly corner of said lands, also being the southwesterly corner of Lot 8 as shown on certain record map entitled "Map of Cader Lane Industrial Park", filed for record April 20, 1992 in Book 494 of Maps at Pages 7 to 9, Sonoma County Records; and running thence southeasterly along northerly boundary line of said lands and southerly boundary line of said map, said southerly boundary line has a course of north 70°33'38" west (for the purposes of this description south 70°37'52" east) and a distance of 307.02 feet,

(a) south 70°37'52" east 93.64 feet to the **True Point of Beginning**; thence continuing southeasterly along said northerly and southerly boundary line

- 1) south 70°37'52" east 112.12 feet; thence leaving said northerly and southerly boundary line and running southwest
- 2) south 20°10'02" west 61.68 feet to point herein for convenience called Point "A"; thence
- 3) north 69°29'11" west 208.74 feet; thence
- 4) north 24°12'37" east 24.65 feet; thence

- 5) south  $69^{\circ}44'03''$  east 95.54 feet; thence
- 6) north  $19^{\circ}04'12''$  east 34.44 feet to the **True Point of Beginning**.

Containing 9,154 square feet of land more or less.

**PARCEL "B"**

**Commencing** at said Point "A"; and running thence southwesterly

- (a) south  $52^{\circ}47'04''$  west 127.44 feet to the **True Point of Beginning**; thence
  - 1) south  $00^{\circ}24'50''$  west 31.86 feet to a point herein for convenience called Point "B"; thence
  - 2) north  $74^{\circ}08'50''$  west 29.03 feet; thence
  - 3) south  $85^{\circ}40'23''$  west 56.05 feet; thence
  - 4) south  $05^{\circ}01'10''$  east 47.29 feet; thence
  - 5) south  $15^{\circ}31'11''$  west 46.10 feet; thence
  - 6) south  $40^{\circ}34'16''$  west 133.18 feet; thence
  - 7) south  $37^{\circ}30'23''$  west 313.39 feet; thence
  - 8) south  $52^{\circ}41'39''$  west 91.29 feet; thence
  - 9) north  $89^{\circ}03'56''$  west 31.70 feet to a point on a non-tangent curve; thence
  - 10) from a radial line that bears south  $2^{\circ}13'10''$  east, along a curve to the right, having a radius of 175.00 feet, through a central angle of  $41^{\circ}08'12''$ , an arc distance of 125.65 feet; thence
  - 11) north  $51^{\circ}04'58''$  west 233.67 feet; thence
  - 12) north  $57^{\circ}44'37''$  west 53.60 feet; thence
  - 13) on a tangent curve to the left with a radius of 100.00 feet, through a central angle of  $79^{\circ}25'20''$ , an arc distance of 138.62 feet; thence
  - 14) south  $42^{\circ}50'03''$  west 388.09 feet; thence
  - 15) south  $33^{\circ}42'37''$  west 368.22 feet; thence
  - 16) south  $39^{\circ}38'30''$  west 266.67 feet; thence
  - 17) south  $16^{\circ}00'57''$  west 86.41 feet; thence
  - 18) on a tangent curve to the left with a radius of 55.00 feet, through a central angle of  $71^{\circ}11'37''$ , an arc distance of 68.34 feet; thence
  - 19) south  $55^{\circ}20'34''$  east 1685.52 feet; thence

- 20) south  $37^{\circ}10'42''$  west 50.05 feet to a point herein for convenience called Point “C”; thence
- 21) north  $55^{\circ}20'34''$  west 1683.46 feet; thence
- 22) on a tangent curve to the right with a radius of 105.00 feet, through a central angle of  $71^{\circ}11'37''$ , an arc distance of 130.47 feet; thence
- 23) north  $16^{\circ}00'57''$  east 96.86 feet; thence
- 24) north  $39^{\circ}38'30''$  east 274.53 feet; thence
- 25) north  $33^{\circ}42'37''$  east 369.62 feet; thence
- 26) north  $42^{\circ}50'03''$  east 392.08 feet; thence
- 27) on a tangent curve to the right with a radius of 150.00 feet, through a central angle of  $79^{\circ}25'20''$ , an arc distance of 207.93 feet; thence
- 28) south  $57^{\circ}44'37''$  east 56.51 feet; thence
- 29) south  $51^{\circ}04'58''$  east 236.58 feet; thence
- 30) on a tangent curve to the left with a radius of 125.00 feet, through a central angle of  $41^{\circ}08'12''$ , an arc distance of 89.75 feet; thence
- 31) north  $59^{\circ}24'26''$  east 64.16 feet; thence
- 32) north  $39^{\circ}29'40''$  east 82.29 feet; thence
- 33) north  $36^{\circ}35'16''$  east 242.81 feet; thence
- 34) north  $32^{\circ}00'27''$  east 178.84 feet; thence
- 35) north  $03^{\circ}18'10''$  west 61.49 feet; thence
- 36) north  $01^{\circ}49'04''$  west 40.39 feet; thence
- 37) north  $89^{\circ}02'31''$  east 19.96 feet; thence
- 38) south  $09^{\circ}56'42''$  east 55.89 feet; thence
- 39) south  $64^{\circ}23'01''$  east 31.39 feet; thence
- 40) north  $80^{\circ}56'55''$  east 31.08 feet; thence
- 41) south  $81^{\circ}23'37''$  east 45.57 feet **True Point of Beginning.**

Containing 216,086 square feet of land more or less.

#### **PARCEL “C”**

**Commencing** at said “B”; and running thence southeasterly

- (a) south  $66^{\circ}19'10''$  east 1079.59 feet to the **True Point of Beginning**; thence
- 1) north  $26^{\circ}06'29''$  east 49.81 feet to a point herein for convenience called Point “D”; thence
  - 2) south  $66^{\circ}32'46''$  east 95.55 feet; thence
  - 3) on a tangent curve to the left with a radius of 105.00 feet, through a central angle of  $49^{\circ}38'00''$ , an arc distance of 90.96 feet; thence
  - 4) north  $63^{\circ}53'36''$  east 62.33 feet; thence
  - 5) on a tangent curve to the right with a radius of 85.00 feet, through a central angle of  $51^{\circ}28'58''$ , an arc distance of 76.38 feet; thence
  - 6) south  $65^{\circ}11'52''$  west 124.89 feet; thence
  - 7) south  $25^{\circ}37'33''$  west 52.50 feet to a point herein for convenience called Point “E”; thence
  - 8) north  $64^{\circ}03'05''$  west 124.66 feet; thence
  - 9) on a tangent curve to the left with a radius of 35.00 feet, through a central angle of  $51^{\circ}28'58''$ , an arc distance of 31.45 feet; thence
  - 10) south  $63^{\circ}53'36''$  west 62.33 feet; thence
  - 11) on a tangent curve to the right with a radius of 155.00 feet, through a central angle of  $49^{\circ}38'00''$ , an arc distance of 134.27 feet; thence
  - 12) north  $66^{\circ}24'09''$  west 97.80 feet to the **True Point of Beginning**.

Containing 22,659 square feet of land more or less.

#### **PARCEL ‘D’**

**Commencing** at said Point “D”; and running thence northwesterly

- (a) north  $45^{\circ}09'03''$  west 226.55 feet to the **True Point of Beginning**; thence
- 1) north  $58^{\circ}57'01''$  west 51.08 feet; thence
  - 2) north  $06^{\circ}55'35''$  east 74.24 feet; thence
  - 3) south  $63^{\circ}52'07''$  east 51.02 feet; thence
  - 4) south  $27^{\circ}25'25''$  west 5.51 feet; thence
  - 5) south  $06^{\circ}38'24''$  west 73.18 feet to the **True Point of Beginning**.



Containing 3,559 square feet of land more or less.

### **PARCEL "E"**

**Commencing** at said Point "E"; and running thence southeasterly

- (a) south  $61^{\circ}10'37''$  east 328.04 feet to the **True Point of Beginning**; thence
  - 1) north  $31^{\circ}48'09''$  east 68.93 feet; thence
  - 2) south  $62^{\circ}53'25''$  east 219.56 feet; thence
  - 3) south  $36^{\circ}04'38''$  west 47.55 feet; thence
  - 4) north  $85^{\circ}15'50''$  west 21.29 feet; thence
  - 5) south  $35^{\circ}55'54''$  west 164.22 feet; thence
  - 6) north  $60^{\circ}45'57''$  west 56.59 feet; thence
  - 7) north  $32^{\circ}00'47''$  east 78.97 feet; thence
  - 8) on a tangent curve to the left with a radius of 60.00 feet, through a central angle of  $92^{\circ}27'51''$ , an arc distance of 96.83 feet; thence
  - 9) north  $60^{\circ}27'03''$  west 65.94 feet to the **True Point of Beginning**.

Containing 24,927 square feet of land more or less.

### **PARCEL "F"**

**Beginning** at said Point "C"; and running thence northeasterly

- 1) north  $37^{\circ}10'42''$  east 377.59 feet; thence
- 2) north  $43^{\circ}16'07''$  west 133.85 feet; thence
- 3) north  $29^{\circ}29'28''$  east 316.77 to 90 feet; thence
- 4) north  $34^{\circ}51'57''$  west 160.63 feet; thence
- 5) north  $52^{\circ}49'19''$  east 720.54 feet; thence
- 6) south  $54^{\circ}44'45''$  east 846.75 feet; thence
- 7) south  $35^{\circ}15'15''$  west 955.35 feet; thence
- 8) south  $58^{\circ}24'56''$  east 37.79 feet; thence

- 9) south 35°29'54" west 18.60 feet; thence
- 10) north 55°46'59" west 30.54 feet; thence
- 11) south 37°29'21" west 436.85 feet; thence
- 12) south 48°18'58" east 64.13 feet; thence
- 13) south 17°48'01" west 56.18 feet; thence
- 14) south 59°52'52" west 74.01 feet; thence
- 15) south 02°12'58" east 59.16 feet; thence
- 16) south 77°44'48" west 177.07 feet; thence
- 17) north 07°04'53" west 215.60 feet; thence
- 18) north 54°29'39" east 99.39 feet; thence
- 19) north 54°43'31" west 606.59 feet to the **Point of Beginning**.

Containing 1,347,291 square feet of land more or less.

The foregoing descriptions are based on survey made by Pacific Gas and Electric in November 2019. The basis of bearings used is based on record map entitled "Map of Cader Lane Industrial Park", filed for record April 20, 1992 in Book 494 of Maps at Pages 7 to 9, Sonoma County Records, which course according to said map has a bearing of north 70°33'38" west (for the purpose of this description south 70°37'52" east) and a length of 307.02 feet.

Prepared by:  
Pacific Gas and Electric Company

 2/28/2023  
Jason D. Fong, PLS 9170      Date



**RANCHO PETALUMA  
(T. 5 N., R. 7 W., SE 1/4 SEC. 35  
M.D.B.&M.)**

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S 70°37'52" E	112.12'
L2	S 20°10'02" W	61.68'
L3	N 69°29'11" W	208.74'
L4	N 24°12'37" E	24.65'
L5	S 69°44'03" E	95.54'
L6	N 19°04'12" E	34.44'
L7	S 52°47'04" W	127.44'
L8	S 00°24'50" W	31.86'
L9	N 74°08'50" W	29.03'
L10	S 85°40'23" W	56.05'
L11	S 05°01'10" E	47.29'
L12	S 15°31'11" W	46.10'
L13	S 40°34'16" W	133.18'
L14	S 37°30'23" W	313.39'
L15	S 52°41'39" W	91.29'
L16	N 89°03'56" W	31.70'
L17	N 51°04'58" W	233.67'
L18	N 57°44'37" W	53.60'
L19	S 42°50'03" W	388.09'
L20	S 33°42'37" W	368.22'
L21	S 39°38'30" W	266.67'
L22	S 16°00'57" W	86.41'
L23	N 16°00'57" E	96.86'
L24	N 39°38'30" E	274.53'
L25	N 33°42'37" E	369.62'
L26	N 42°50'03" E	392.08'
L27	S 57°44'37" E	56.51'
L28	S 51°04'58" E	236.58'

**LINE TABLE**

LINE	BEARING	DISTANCE
L29	N 59°24'26" E	64.16'
L30	N 39°29'40" E	82.29'
L31	N 36°35'16" E	242.81'
L32	N 32°00'27" E	178.84'
L33	N 03°18'10" W	61.49'
L34	N 01°49'04" W	40.39'
L35	N 89°02'31" E	19.96'
L36	S 09°56'42" E	55.89'
L37	S 64°23'01" E	31.39'
L38	N 80°56'55" E	31.08'
L39	S 81°23'37" E	45.57'
L40	S 66°19'10" E	1079.59'
L41	N 26°06'29" E	49.81'
L42	S 66°32'46" E	95.55'
L43	N 63°53'36" E	62.33'
L44	S 65°11'52" E	124.89'
L45	S 25°37'33" W	52.50'
L46	N 64°03'05" W	124.66'
L47	S 63°53'36" W	62.33'
L48	N 66°24'09" W	97.80'
L49	N 45°09'03" W	226.55'
L50	N 58°57'01" W	51.08'
L51	N 06°55'35" E	74.24'
L52	S 63°52'07" E	51.02'
L53	S 27°25'25" W	5.51'
L54	S 06°38'24" W	73.18'
L55	S 61°10'37" E	328.04'
L56	N 31°48'09" E	68.93'

**LINE TABLE**

LINE	BEARING	DISTANCE
L57	S 62°53'25" E	219.56'
L58	S 36°04'38" W	47.55'
L59	N 85°15'50" W	21.29'
L60	S 35°55'54" W	164.22'
L61	N 60°45'57" W	56.59'
L62	N 32°00'47" E	78.97'
L63	N 60°27'03" W	65.94'
L64	N 37°10'42" E	377.59'
L65	N 43°16'07" W	133.85'
L66	N 29°29'28" E	316.77'
L67	N 34°51'57" W	160.63'
L68	N 52°49'19" E	720.54'
L69	S 54°44'45" E	846.75'
L70	S 35°15'15" W	955.35'
L71	S 58°24'56" E	37.79'
L72	S 35°29'54" W	18.60'
L73	N 55°46'59" W	30.54'
L74	S 37°29'21" W	436.85'
L75	S 48°18'58" E	64.13'
L76	S 17°48'01" W	56.18'
L77	S 59°52'52" W	74.01'
L78	S 02°12'58" E	59.16'
L79	S 77°44'48" W	177.07'
L80	N 07°04'53" W	215.60'
L81	N 54°29'39" E	99.39'
L82	N 54°43'31" W	606.59'

**CURVE TABLE**

CURVE	RADIUS	DELTA	DISTANCE
C1	175.00'	41°08'12"	125.65'
C2	100.00'	79°25'20"	138.62'
C3	55.00'	71°11'37"	68.34'
C4	105.00'	71°11'37"	130.47'
C5	150.00'	79°25'20"	207.93'
C6	125.00'	41°08'12"	89.75'
C7	105.00'	49°38'00"	90.96'
C8	85.00'	51°28'58"	76.38'
C9	35.00'	51°28'58"	31.45'
C10	155.00'	49°38'00"	134.27'
C11	60.00'	92°27'51"	96.83'

AUTHORIZATION  
74001643

BY —  
DR RLJS  
CH J6F9  
O.K. J6F9  
DATE 04/28/2022

**T.C.E. EXHIBIT "B"**  
CITY OF PETALUMA  
R-708-L-021G PETALUMA  
**PETALUMA, CALIFORNIA**

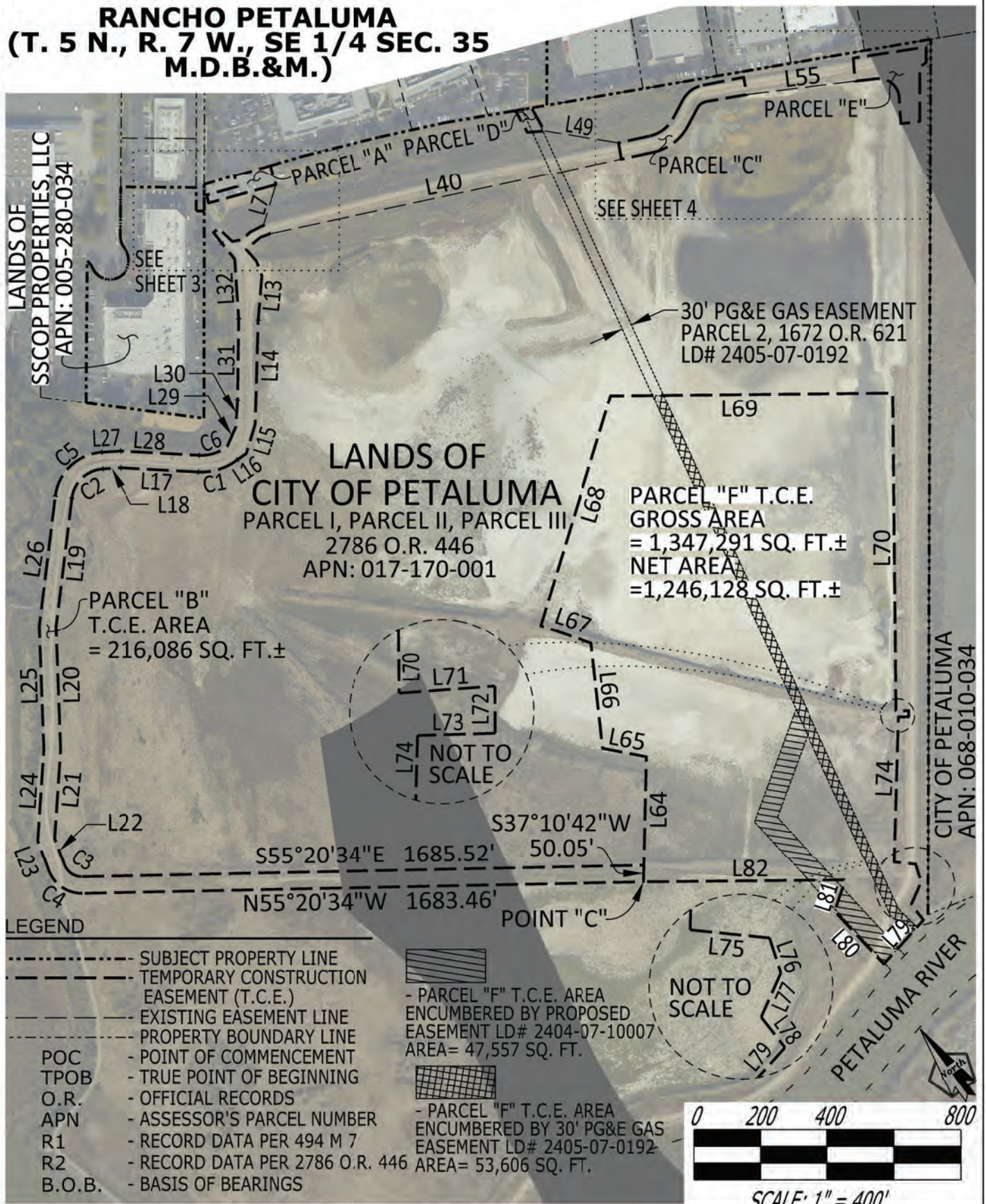
PACIFIC GAS AND ELECTRIC COMPANY  
San Francisco California



PROJ. NO.		
AREA	AREA 7, NORTH COAST	
COUNTY	SONOMA	
SCALE	N/A	
SHEET NO.	1	OF 4
DRAWING NUMBER		
CHANGE	2	



**RANCHO PETALUMA**  
**(T. 5 N., R. 7 W., SE 1/4 SEC. 35**  
**M.D.B.&M.)**



AUTHORIZATION  
 74001643

BY -  
 DR RLJS  
 CH J6F9  
 O.K. J6F9  
 DATE 04/28/2022

**T.C.E. EXHIBIT "B"**  
**CITY OF PETALUMA**  
**R-708-L-021G PETALUMA**  
**PETALUMA, CALIFORNIA**

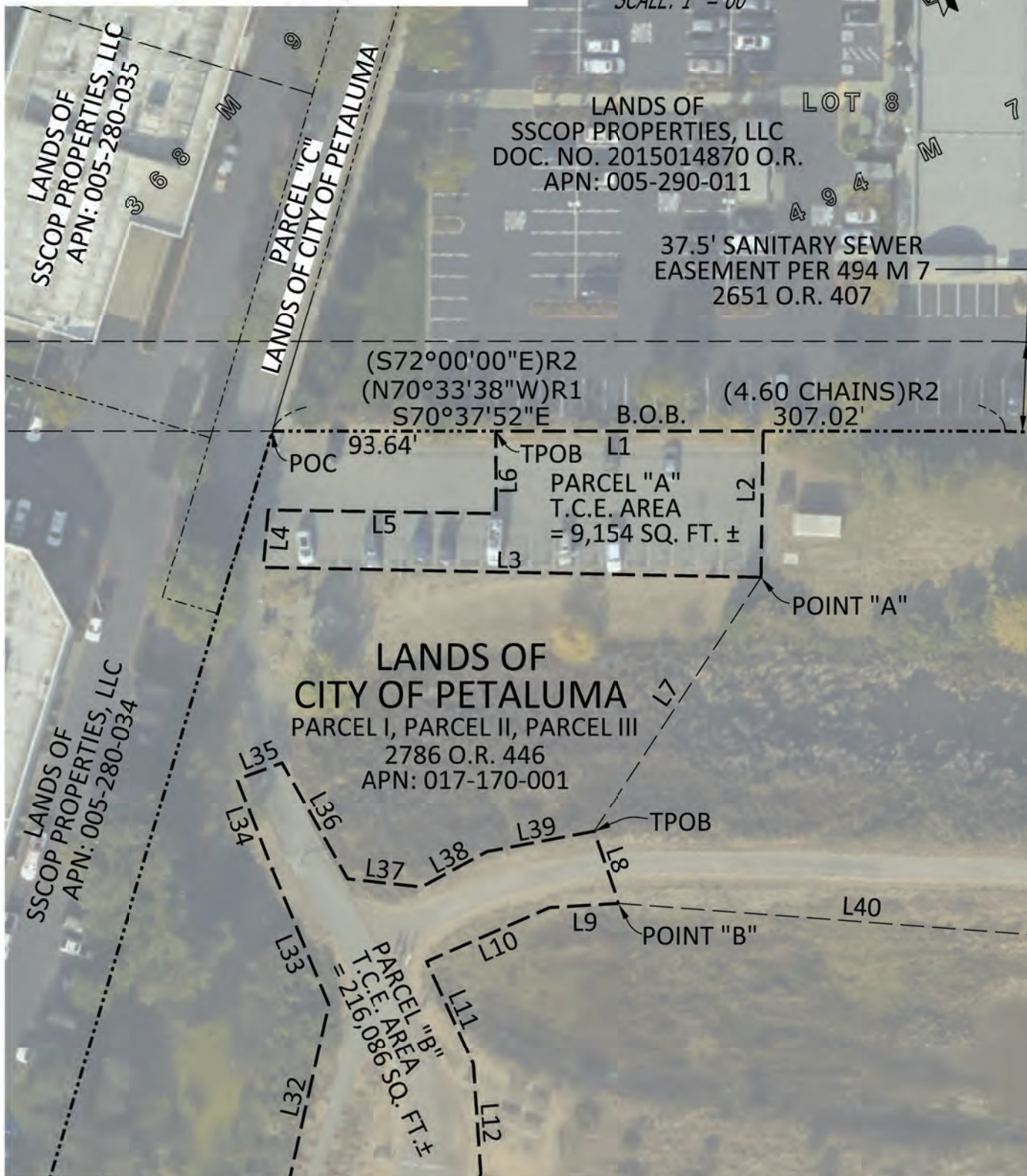
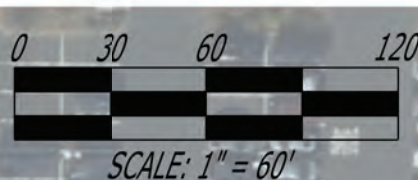
**PACIFIC GAS AND ELECTRIC COMPANY**  
 San Francisco California



PROJ. NO. \_\_\_\_\_  
 AREA AREA 7, NORTH COAST  
 COUNTY SONOMA  
 SCALE 1 INCH = 400 FEET  
 SHEET NO. 2 OF 4  
 DRAWING NUMBER \_\_\_\_\_  
 CHANGE 2



**RANCHO  
PETALUMA**  
(T. 5 N., R. 7 W., SE 1/4 SEC. 35  
M.D.B.&M.)



AUTHORIZATION  
74001643

BY —  
DR RLJS  
CH J6F9  
O.K. J6F9  
DATE 04/28/2022

**T.C.E. EXHIBIT "B"**  
CITY OF PETALUMA  
R-708-L-021G PETALUMA  
**PETALUMA, CALIFORNIA**

PACIFIC GAS AND ELECTRIC COMPANY  
San Francisco California



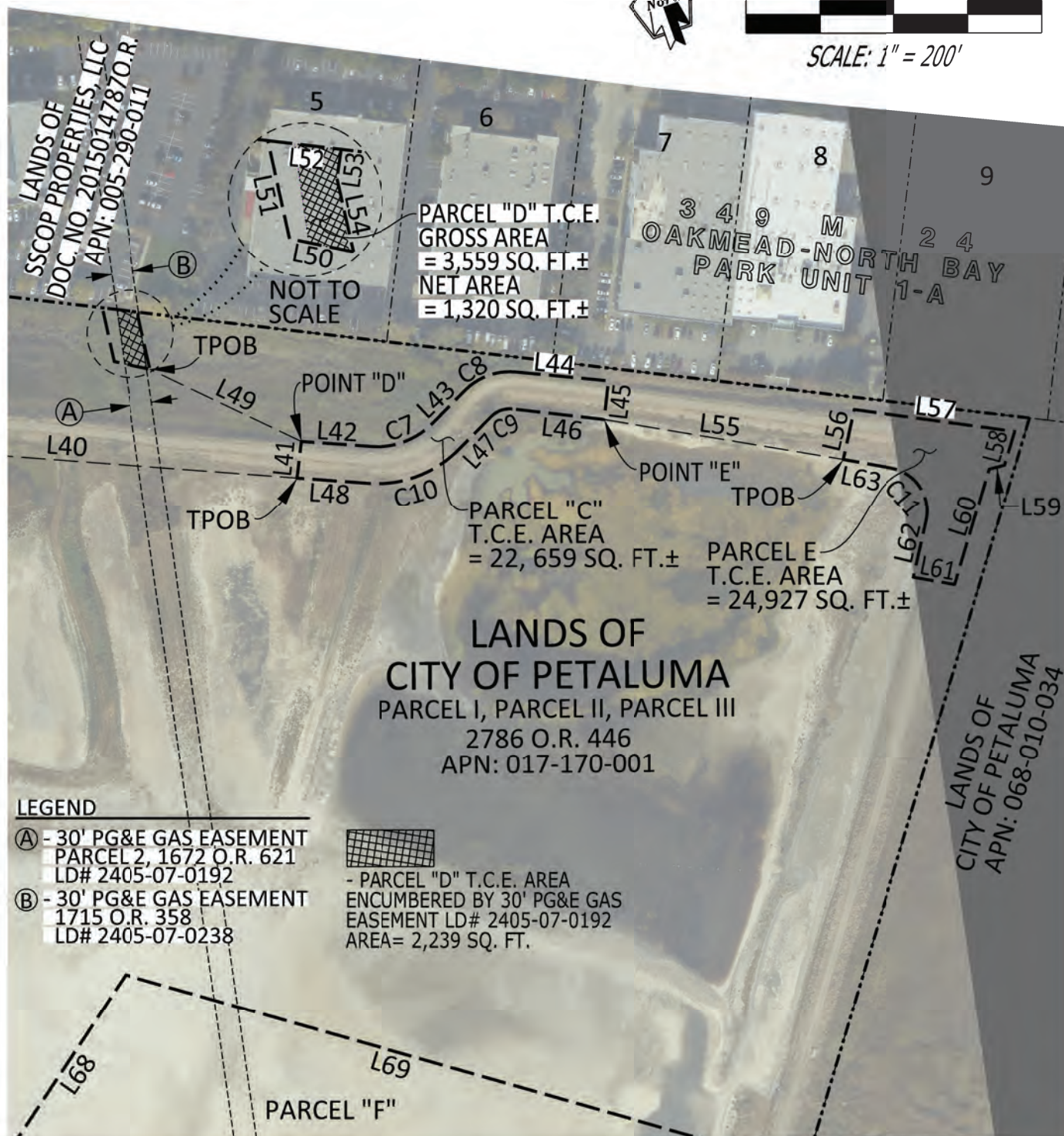
PROJ. NO.	AREA 7, NORTH COAST	
COUNTY	SONOMA	
SCALE	1 INCH = 60 FEET	
SHEET NO.	3	OF 4
DRAWING NUMBER	N/A	
CHANGE	2	



**RANCHO  
PETALUMA  
(T. 4 N., R. 7 W., NE 1/4 OF NE 1/4  
SEC. 2  
M.D.B.&M.)**



SCALE: 1" = 200'



AUTHORIZATION  
74001643

BY -  
DR RLJS  
CH J6F9  
O.K. J6F9  
DATE 04/28/2022

**T.C.E. EXHIBIT "B"**  
CITY OF PETALUMA  
R-708-L-021G PETALUMA  
**PETALUMA, CALIFORNIA**

PACIFIC GAS AND ELECTRIC COMPANY  
San Francisco California



PROJ. NO.	AREA 7, NORTH COAST
AREA	SONOMA
COUNTY	1 INCH = 200 FEET
SCALE	
SHEET NO.	4 OF 4
DRAWING NUMBER	CHANGE
N/A	2

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# 2404-07-10007

EASEMENT DEED

2019093(01-16-008)10 19 02  
R-708 L-021G-10 Petaluma River Crossing

LANDS CITY OF PETALUMA, a Municipal Corporation of 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 strip of land described and designated EASEMENT AREA 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 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;

(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 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 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 The State of California

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

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, \_\_\_\_\_ Notary Public,  
Insert name  
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"

### LANDS

The parcels of land described and designated PARCEL I, PARCEL II and PARCEL III in the deed from Joe V. Cardozo and Rosa Cardozo, his wife, to the City of Petaluma, a municipal corporation of the State of California dated July 19, 1973 and recorded in Book 2786 of Official Records at Page 446, Sonoma County Records.

APN: 017-170-001

### EASEMENT AREA

A strip of land of the uniform width of 60 feet extending northerly and northeasterly from the southerly boundary line of PARCEL II in said deed dated July 19, 1973 (2786 O.R. 446) to the Northwesterly boundary line of the strip of land described and designated Parcel 2 as in the Final Order of Condemnation dated May 28, 1959 and recorded in Book 1672 of Official Records at Page 621, Sonoma County Records, and lying 45 feet on Westerly side and 15 feet of the Easterly side of the line described as follows:

Commencing at the Southeasterly terminus of a course in the center line of the strip of land described in the deed from Catherine M. Palmer and others to Pacific Gas & Electric Company dated October 7, 1957 and recorded in Book 1553 of Official Records at Page 578, Sonoma County Records, which has a bearing of North 08°13' West (North 07°49'38" West for this description) and a length of 350 feet, and running thence along center line of said strip

- (a) North 07°49'38" West 350.00 feet  
to Point "A" in said deed dated October 7, 1957 (1553 O.R. 578); thence continuing along said center line
- (b) North 07°49'38" West 6.40 feet; thence  
leaving said center line and running
- (c) South 82°10'22" West 15.00 feet  
to a point in the westerly boundary line of said strip dated October 7, 1957 (1553 O.R. 578),  
thence leaving said westerly boundary line and running
- (d) North 53°51'30" West, 140.18 feet; thence
- (e) North 06°43'58" West, 207.71 feet; thence
- (f) North 06°43'58" West, 311.71 feet  
to a point being on the Southeasterly bank of the Petaluma River at ordinary high water mark;  
thence
- (g) North 06°43'58" West, 264.45 feet, more or less,

to a point being on the Northeasterly bank of the Petaluma River at ordinary high water mark being the Southerly boundary line of said PARCEL II (2786 O.R. 446), also being the TRUE POINT OF BEGINNING, thence running

(1) North 06°43'58" West, 575.00 feet; thence

(2) North 56°06'12" East, 286.83 feet

to a point in the Northwesterly boundary line of said Parcel 2 of said Final Order of Condemnation (1672 O.R. Page 621); thence

South 78°44'08" East, 15.00 feet, more or less, to a point on the center line of said strip of said Parcel 2 of said Final Order of Condemnation (1672 O.R. Page 621). Said point bears North 11°15'52" East and a distance of 614.87 feet from the southern terminus of the course described in said Parcel 2 of said Final Order of Condemnation (1672 O.R. Page 621), said course has a bearing of South 10°51'30" West and a distance of 2626.7 feet.

Excepting therefrom the portions lying within said Parcel 2 of said Final Order of Condemnation (1672 O.R. Page 621)

The sidelines of said strip shall extend or terminate at the southerly boundary of said PARCEL II (2786 O.R. 446) and the northwesterly boundary line of said Parcel 2 of said Final Order of Condemnation (1672 O.R. Page 621).

Containing 53,792 Sq. Ft. or 1.2349 acres ±

The foregoing description is based on a survey made by Pacific Gas and Electric Company in November 2019. The basis of bearings used is based on found 1/2-inch iron pipes with tag L.S. 3665 marking the termini of a course as shown upon the Record of Survey filed for record November 19, 2014 in Book 767 of Maps at page 47, Sonoma County Records, said course has a bearing North 01°20'57" East (for the purposes of this description North 01°21'35" East) and distance of 710.39 feet.

Prepared by:  
Pacific Gas and Electric Company



Jason D. Fong, PLS 9170

3/3/2023

Date





T. 4 N., R.7 W. SEC. 2 M.D.B.&M.

## LEGEND

- EASEMENT AREA
- - - - - WATERS EDGE
- . - . - . PROPERTY LINES
- - - - - EXISTING EASEMENT LINES
- - - - - CENTER LINES

T.P.O.B - TRUE POINT OF BEGINNING

P.O.C. - POINT OF COMMENCEMENT

R1 - 30' WIDE PG&E GAS EASEMENT  
BK.1553 O.R. PG.578  
LD#2404-07-0133

R2 - 30' WIDE PG&E GAS EASEMENT  
PARCEL 2, BK.1672 O.R. PG.261  
LD#2405-07-0192

60' WIDE PG&E GAS EASEMENT  
LD# 2404-07-10007

EASEMENT AREA: 53,792 SQ. FT.

### CITY OF PETALUMA

PARCEL I, PARCEL II AND PARCEL III

BK. 2786 DEED PG. 446

APN 017-170-001

PETALUMA

RIVER

N 06°43'58" W  
264.45'

LANDS OF PEACH TREE TERRACE  
DOC. NO. 2020056272 O.R.  
APN: 019-320-020

LANDS OF  
MICHAEL H. GOLDBERG  
APN 019-320-007

N88°57'37"W  
(S88°58'15"E) R2  
884.07'  
N 06°43'58" W  
207.71'

LANDS OF DRY CREEK  
RANCHERIA BAND  
OF POMO INDIANS  
DOC. NO. 2012-059480  
APN 019-320-006



R2 - RECORD DATA PER 767 M 47

- - FOUND 1/2" IP  
TAGGED 3565  
PER R2



0 150 300  
1 INCH = 300 FEET



100' WIDE LEASE  
AGREEMENT  
LD# 2404-07-0134

30' WIDE PG&E  
GAS EASEMENT  
B.1557 O.R. P.542  
LD#2404-07-0135

N 07°49'38" W  
293.94'  
S82°10'22"W 15.00'

N 07°49'38" W 350'  
(N 08°13' W  
350') R1

30' WIDE PG&E  
GAS EASEMENT  
BK. 1553 O.R. PG. 578  
LD# 2404-07-0133

P.O.C.

AUTHORIZATION  
41528767

BY —  
DR G5S4, RLJS  
CH J6F9  
O.K. J6F9  
DATE 04/18/2022

### EXHIBIT "B"

R-708-L-021G PETALUMA  
PETALUMA RIVER CROSSING\_4  
PETALUMA, CALIFORNIA

PACIFIC GAS AND ELECTRIC COMPANY  
San Francisco California



PROJ. NO.	AREA 7, NORTH COAST	
AREA	SONOMA	
COUNTY	1 INCH = 300 FEET	
SCALE		
SHEET NO.	1	OF 1
DRAWING NUMBER	L-10236	
CHANGE	1	

Attach to LD: 2404-07-10007

Area, Region or Location: 7, North Coast

Land Service Office: Concord

Line of Business: Gas Transmission (52)

Business Doc Type: Easements

MTRSQ: 24.04.07.02.13, 24.04.07.02.12,

FERC License Number: N/A

PG&E Drawing Number: L-10236

Plat No.: 2769-H2

LD of Affected Documents: LD\_2405-07-0192

LD of Cross Referenced Documents: LD\_2404-07-0135, LD\_2404-07-0134, LD\_2404-07-0133

Type of interest: Gas and Pipeline Easements (5)

SBE Parcel: N/A

% Being Quitclaimed: N/A

Order or PM: 41528767

JCN: 01-16-008

County: Sonoma

Utility Notice Number: N/A

851 Approval Application No: ;Decision: N/A

Prepared By: g5s4

Checked By: j6f9

Approved By:

Revised by:

# TEMPORARY CONSTRUCTION EASEMENT

THE CITY OF PETALUMA, a municipal corporation of the State of California

(“**Property Owner**”), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**PG&E**”), a temporary construction easement (“**TCE**”), for good and valuable consideration, the receipt is hereby acknowledged, to be used in connection with PG&E R-708 gas transmission pipeline replacement project (“**PG&E’s Project**”), within Property Owner’s lands which are situated in the City of Petaluma, County of Sonoma, State of California, identified as 9 Corporate Circle, Petaluma, CA 94952, County Assessor’s Parcel Number 017-170-001 (the “**Property**”).

The activities allowed under this TCE are described as follows:

- (a) To gravel and use for laydown and staging purposes, including the right to park vehicles, locate construction trailers, and store materials and equipment.*
- (b) The right for dewatering, related piping, and the right to access to the storm drain inlets.*
- (c) To construct and use bore pit(s).*
- (d) An access road related to the improvement of the roadway by the to grade (including the necessary cuts and fills), gravel, and use existing and/or proposed road(s).*
- (e) To discharge of uncontaminated hydrotest water and ground water in conjunction with PG&E’s Project. Water will be applied consistent with permit conditions. The water will be lost to evapotranspiration or infiltrate to the groundwater table, re-charging the water table.*

The activities described above shall be within the area(s) delineated on Exhibit A and Exhibit B, attached and collectively referred to as (“**Temporary Easement Area**”).

1. **Term.** The term of this TCE shall be for two durations as described herein and referred to as (the “**Term**”):
  - a. Term A--Shall be for a period of three (3) months commencing on or around October 10, 2023, or on such date as PG&E actually commences work on the Property and terminate three months thereafter. PG&E will provide notice to Property Owner of the actual commencement date before commencement of work on the Property begins. PG&E shall have the right, subject to the terms herein, to extend the Term on a month-to-month basis for up to three (3) months by giving the Property Owner written notice of its intention prior to the expiration of the Term. This TCE shall be irrevocable during the Term, except in the case of material breach of the terms and conditions of this TCE.
  - b. Term B--Shall be for a period of three (3) months commencing on or around August 5, 2024 or on such date as PG&E actually commences work on the Property and terminate three months thereafter. PG&E will provide notice to Property Owner of the actual commencement date before commencement of work on the Property begins. PG&E shall have the right, subject to the terms herein, to extend the Term on a month-to-month basis for up to three (3) month(s) by giving the Property Owner written notice of its intention prior to the expiration of the Term. This TCE shall be irrevocable during the Term, except in the case of material breach of the terms and conditions of this TCE.
2. **Compensation.** PG&E shall pay Property Owner a total amount of Thirty Four Thousand Six Hundred Fifty and NO/100 Dollars (\$34,650.00) as compensation for this TCE and shall deliver the total payment after receiving a completed IRS W-9 Form and an executed copy of this TCE. If PG&E extends the Term of this TCE, PG&E shall pay Property Owner Five Thousand Seven Hundred Seventy-Five and NO/100 Dollars (\$5,775.00) per month for the duration of the extended Term.

3. **Exclusive Use; Access; Fencing.** During the Term of this TCE, PG&E shall have the exclusive right to use the Temporary Easement Area and the right of ingress to and egress from the Temporary Easement Area over and across the Property. PG&E shall have the further right to erect and maintain temporary fencing and gates with a locking device to enclose the Temporary Easement Area and shall remove such fencing and gates at the end of the Term.
4. **Indemnification.** PG&E agrees to indemnify Property Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E 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 Property Owner's comparative negligence or willful misconduct.
5. **Compliance with Laws.** Interpretation and enforcement of this TCE shall be governed by the laws of the State of California. In exercising the rights granted under this TCE, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use. PG&E is required under State and local law to re-stabilize any disturbed project location within the Temporary Easement Area in order to control soil erosion and sediment runoff, in accordance with applicable project permits. PG&E shall have the right to access the Temporary Easement Area as reasonably necessary to allow it to meet any applicable project permit obligations after the Term.
6. **Storm Water Pollution Prevention Plan (SWPPP).** The State of California Construction General Permit (SWPPP) requires that PG&E shall establish a uniform vegetative cover equivalent up to 70% coverage of pre-construction vegetative conditions (wood mulch or gravel is acceptable also); and shall return the Temporary Easement Area to its original line and grade and/or compacted to achieve stabilization. Property Owner understands and agrees that PG&E's establishment of a uniform vegetative cover may require PG&E to access the Temporary Easement Area upon and after the Term to perform the permit's required inspections. PG&E shall have the right to access the Temporary Easement Area to allow it to meet its State mandated obligations.
7. **Restoration.** Upon completion of PG&E's Project, PG&E shall repair any damage and restore the Temporary Easement Area to as near as practicable to the condition that existed prior to PG&E use under this TCE. PG&E shall remove all personal property.
8. **Representation.** Property Owner represents and warrants the Temporary Easement Area is vacant and free from any encumbrances that would interfere with PG&E's full enjoyment of this TCE.
9. **Entire Agreement.** This TCE supersedes all previous oral and written agreements between and representation by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This TCE may not be amended except by a written agreement.
10. **Authority of Signatory.** Each party to this TCE warrants to the other that it has the right and authority to enter into and consummate this TCE and all related documents.
11. **Successors, Heirs, and Assigns.** This provisions of this TCE shall inure to the benefit of and bind the successors and assigns of the respective parties.
12. **Electronic Signatures.** This TCE may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this TCE and shall have the same force and effect as a manually executed original.



13. **Execution in Counterparts.** This TCE may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

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

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

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

R-708\_L-021G PETALUMA  
Lands of City of Petaluma  
9 Corporate Circle, Petaluma

## **EXHIBIT "A"**

### **TEMPORARY CONSTRUCTION EASEMENT**

#### **LANDS**

The parcels of land described and designated PARCEL I, PARCEL II and PARCEL III in the deed from Joe V. Cardozo and Rosa Cardozo, his wife, to the City of Petaluma, a municipal corporation of the State of California dated July 19, 1973 and recorded on July 31, 1973 in Book 2786 of Official Records at Page 446, Sonoma County Records.

#### **EASEMENT**

##### **PARCEL "A"**

**Commencing** at the northwesterly corner of said lands, also being the southwesterly corner of Lot 8 as shown on certain record map entitled "Map of Cader Lane Industrial Park", filed for record April 20, 1992 in Book 494 of Maps at Pages 7 to 9, Sonoma County Records; and running thence southeasterly along northerly boundary line of said lands and southerly boundary line of said map, said southerly boundary line has a course of north 70°33'38" west (for the purposes of this description south 70°37'52" east) and a distance of 307.02 feet,

(a) south 70°37'52" east 93.64 feet to the **True Point of Beginning**; thence continuing southeasterly along said northerly and southerly boundary line

- 1) south 70°37'52" east 112.12 feet; thence leaving said northerly and southerly boundary line and running southwest
- 2) south 20°10'02" west 61.68 feet to point herein for convenience called Point "A"; thence
- 3) north 69°29'11" west 208.74 feet; thence
- 4) north 24°12'37" east 24.65 feet; thence

- 5) south  $69^{\circ}44'03''$  east 95.54 feet; thence
- 6) north  $19^{\circ}04'12''$  east 34.44 feet to the **True Point of Beginning**.

Containing 9,154 square feet of land more or less.

**PARCEL "B"**

**Commencing** at said Point "A"; and running thence southwesterly

- (a) south  $52^{\circ}47'04''$  west 127.44 feet to the **True Point of Beginning**; thence
  - 1) south  $00^{\circ}24'50''$  west 31.86 feet to a point herein for convenience called Point "B"; thence
  - 2) north  $74^{\circ}08'50''$  west 29.03 feet; thence
  - 3) south  $85^{\circ}40'23''$  west 56.05 feet; thence
  - 4) south  $05^{\circ}01'10''$  east 47.29 feet; thence
  - 5) south  $15^{\circ}31'11''$  west 46.10 feet; thence
  - 6) south  $40^{\circ}34'16''$  west 133.18 feet; thence
  - 7) south  $37^{\circ}30'23''$  west 313.39 feet; thence
  - 8) south  $52^{\circ}41'39''$  west 91.29 feet; thence
  - 9) north  $89^{\circ}03'56''$  west 31.70 feet to a point on a non-tangent curve; thence
  - 10) from a radial line that bears south  $2^{\circ}13'10''$  east, along a curve to the right, having a radius of 175.00 feet, through a central angle of  $41^{\circ}08'12''$ , an arc distance of 125.65 feet; thence
  - 11) north  $51^{\circ}04'58''$  west 233.67 feet; thence
  - 12) north  $57^{\circ}44'37''$  west 53.60 feet; thence
  - 13) on a tangent curve to the left with a radius of 100.00 feet, through a central angle of  $79^{\circ}25'20''$ , an arc distance of 138.62 feet; thence
  - 14) south  $42^{\circ}50'03''$  west 388.09 feet; thence
  - 15) south  $33^{\circ}42'37''$  west 368.22 feet; thence
  - 16) south  $39^{\circ}38'30''$  west 266.67 feet; thence
  - 17) south  $16^{\circ}00'57''$  west 86.41 feet; thence
  - 18) on a tangent curve to the left with a radius of 55.00 feet, through a central angle of  $71^{\circ}11'37''$ , an arc distance of 68.34 feet; thence
  - 19) south  $55^{\circ}20'34''$  east 1685.52 feet; thence

- 20) south  $37^{\circ}10'42''$  west 50.05 feet to a point herein for convenience called Point “C”; thence
- 21) north  $55^{\circ}20'34''$  west 1683.46 feet; thence
- 22) on a tangent curve to the right with a radius of 105.00 feet, through a central angle of  $71^{\circ}11'37''$ , an arc distance of 130.47 feet; thence
- 23) north  $16^{\circ}00'57''$  east 96.86 feet; thence
- 24) north  $39^{\circ}38'30''$  east 274.53 feet; thence
- 25) north  $33^{\circ}42'37''$  east 369.62 feet; thence
- 26) north  $42^{\circ}50'03''$  east 392.08 feet; thence
- 27) on a tangent curve to the right with a radius of 150.00 feet, through a central angle of  $79^{\circ}25'20''$ , an arc distance of 207.93 feet; thence
- 28) south  $57^{\circ}44'37''$  east 56.51 feet; thence
- 29) south  $51^{\circ}04'58''$  east 236.58 feet; thence
- 30) on a tangent curve to the left with a radius of 125.00 feet, through a central angle of  $41^{\circ}08'12''$ , an arc distance of 89.75 feet; thence
- 31) north  $59^{\circ}24'26''$  east 64.16 feet; thence
- 32) north  $39^{\circ}29'40''$  east 82.29 feet; thence
- 33) north  $36^{\circ}35'16''$  east 242.81 feet; thence
- 34) north  $32^{\circ}00'27''$  east 178.84 feet; thence
- 35) north  $03^{\circ}18'10''$  west 61.49 feet; thence
- 36) north  $01^{\circ}49'04''$  west 40.39 feet; thence
- 37) north  $89^{\circ}02'31''$  east 19.96 feet; thence
- 38) south  $09^{\circ}56'42''$  east 55.89 feet; thence
- 39) south  $64^{\circ}23'01''$  east 31.39 feet; thence
- 40) north  $80^{\circ}56'55''$  east 31.08 feet; thence
- 41) south  $81^{\circ}23'37''$  east 45.57 feet **True Point of Beginning.**

Containing 216,086 square feet of land more or less.

#### **PARCEL “C”**

**Commencing** at said “B”; and running thence southeasterly



- (a) south  $66^{\circ}19'10''$  east 1079.59 feet to the **True Point of Beginning**; thence
- 1) north  $26^{\circ}06'29''$  east 49.81 feet to a point herein for convenience called Point “D”; thence
  - 2) south  $66^{\circ}32'46''$  east 95.55 feet; thence
  - 3) on a tangent curve to the left with a radius of 105.00 feet, through a central angle of  $49^{\circ}38'00''$ , an arc distance of 90.96 feet; thence
  - 4) north  $63^{\circ}53'36''$  east 62.33 feet; thence
  - 5) on a tangent curve to the right with a radius of 85.00 feet, through a central angle of  $51^{\circ}28'58''$ , an arc distance of 76.38 feet; thence
  - 6) south  $65^{\circ}11'52''$  west 124.89 feet; thence
  - 7) south  $25^{\circ}37'33''$  west 52.50 feet to a point herein for convenience called Point “E”; thence
  - 8) north  $64^{\circ}03'05''$  west 124.66 feet; thence
  - 9) on a tangent curve to the left with a radius of 35.00 feet, through a central angle of  $51^{\circ}28'58''$ , an arc distance of 31.45 feet; thence
  - 10) south  $63^{\circ}53'36''$  west 62.33 feet; thence
  - 11) on a tangent curve to the right with a radius of 155.00 feet, through a central angle of  $49^{\circ}38'00''$ , an arc distance of 134.27 feet; thence
  - 12) north  $66^{\circ}24'09''$  west 97.80 feet to the **True Point of Beginning**.

Containing 22,659 square feet of land more or less.

#### **PARCEL ‘D’**

**Commencing** at said Point “D”; and running thence northwesterly

- (a) north  $45^{\circ}09'03''$  west 226.55 feet to the **True Point of Beginning**; thence
- 1) north  $58^{\circ}57'01''$  west 51.08 feet; thence
  - 2) north  $06^{\circ}55'35''$  east 74.24 feet; thence
  - 3) south  $63^{\circ}52'07''$  east 51.02 feet; thence
  - 4) south  $27^{\circ}25'25''$  west 5.51 feet; thence
  - 5) south  $06^{\circ}38'24''$  west 73.18 feet to the **True Point of Beginning**.

Containing 3,559 square feet of land more or less.

**PARCEL "E"**

**Commencing** at said Point "E"; and running thence southeasterly

- (a) south  $61^{\circ}10'37''$  east 328.04 feet to the **True Point of Beginning**; thence
  - 1) north  $31^{\circ}48'09''$  east 68.93 feet; thence
  - 2) south  $62^{\circ}53'25''$  east 219.56 feet; thence
  - 3) south  $36^{\circ}04'38''$  west 47.55 feet; thence
  - 4) north  $85^{\circ}15'50''$  west 21.29 feet; thence
  - 5) south  $35^{\circ}55'54''$  west 164.22 feet; thence
  - 6) north  $60^{\circ}45'57''$  west 56.59 feet; thence
  - 7) north  $32^{\circ}00'47''$  east 78.97 feet; thence
  - 8) on a tangent curve to the left with a radius of 60.00 feet, through a central angle of  $92^{\circ}27'51''$ , an arc distance of 96.83 feet; thence
  - 9) north  $60^{\circ}27'03''$  west 65.94 feet to the **True Point of Beginning**.

Containing 24,927 square feet of land more or less.

**PARCEL "F"**

**Beginning** at said Point "C"; and running thence northeasterly

- 1) north  $37^{\circ}10'42''$  east 377.59 feet; thence
- 2) north  $43^{\circ}16'07''$  west 133.85 feet; thence
- 3) north  $29^{\circ}29'28''$  east 316.77 to 90 feet; thence
- 4) north  $34^{\circ}51'57''$  west 160.63 feet; thence
- 5) north  $52^{\circ}49'19''$  east 720.54 feet; thence
- 6) south  $54^{\circ}44'45''$  east 846.75 feet; thence
- 7) south  $35^{\circ}15'15''$  west 955.35 feet; thence
- 8) south  $58^{\circ}24'56''$  east 37.79 feet; thence

- 9) south 35°29'54" west 18.60 feet; thence
- 10) north 55°46'59" west 30.54 feet; thence
- 11) south 37°29'21" west 436.85 feet; thence
- 12) south 48°18'58" east 64.13 feet; thence
- 13) south 17°48'01" west 56.18 feet; thence
- 14) south 59°52'52" west 74.01 feet; thence
- 15) south 02°12'58" east 59.16 feet; thence
- 16) south 77°44'48" west 177.07 feet; thence
- 17) north 07°04'53" west 215.60 feet; thence
- 18) north 54°29'39" east 99.39 feet; thence
- 19) north 54°43'31" west 606.59 feet to the **Point of Beginning**.

Containing 1,347,291 square feet of land more or less.

The foregoing descriptions are based on survey made by Pacific Gas and Electric in November 2019. The basis of bearings used is based on record map entitled "Map of Cader Lane Industrial Park", filed for record April 20, 1992 in Book 494 of Maps at Pages 7 to 9, Sonoma County Records, which course according to said map has a bearing of north 70°33'38" west (for the purpose of this description south 70°37'52" east) and a length of 307.02 feet.

Prepared by:  
Pacific Gas and Electric Company



Jason D. Fong, PLS 9170

2/28/2023

Date



**RANCHO PETALUMA  
(T. 5 N., R. 7 W., SE 1/4 SEC. 35  
M.D.B.&M.)**

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 70°37'52" E	112.12'
L2	S 20°10'02" W	61.68'
L3	N 69°29'11" W	208.74'
L4	N 24°12'37" E	24.65'
L5	S 69°44'03" E	95.54'
L6	N 19°04'12" E	34.44'
L7	S 52°47'04" W	127.44'
L8	S 00°24'50" W	31.86'
L9	N 74°08'50" W	29.03'
L10	S 85°40'23" W	56.05'
L11	S 05°01'10" E	47.29'
L12	S 15°31'11" W	46.10'
L13	S 40°34'16" W	133.18'
L14	S 37°30'23" W	313.39'
L15	S 52°41'39" W	91.29'
L16	N 89°03'56" W	31.70'
L17	N 51°04'58" W	233.67'
L18	N 57°44'37" W	53.60'
L19	S 42°50'03" W	388.09'
L20	S 33°42'37" W	368.22'
L21	S 39°38'30" W	266.67'
L22	S 16°00'57" W	86.41'
L23	N 16°00'57" E	96.86'
L24	N 39°38'30" E	274.53'
L25	N 33°42'37" E	369.62'
L26	N 42°50'03" E	392.08'
L27	S 57°44'37" E	56.51'
L28	S 51°04'58" E	236.58'

LINE TABLE

LINE	BEARING	DISTANCE
L29	N 59°24'26" E	64.16'
L30	N 39°29'40" E	82.29'
L31	N 36°35'16" E	242.81'
L32	N 32°00'27" E	178.84'
L33	N 03°18'10" W	61.49'
L34	N 01°49'04" W	40.39'
L35	N 89°02'31" E	19.96'
L36	S 09°56'42" E	55.89'
L37	S 64°23'01" E	31.39'
L38	N 80°56'55" E	31.08'
L39	S 81°23'37" E	45.57'
L40	S 66°19'10" E	1079.59'
L41	N 26°06'29" E	49.81'
L42	S 66°32'46" E	95.55'
L43	N 63°53'36" E	62.33'
L44	S 65°11'52" E	124.89'
L45	S 25°37'33" W	52.50'
L46	N 64°03'05" W	124.66'
L47	S 63°53'36" W	62.33'
L48	N 66°24'09" W	97.80'
L49	N 45°09'03" W	226.55'
L50	N 58°57'01" W	51.08'
L51	N 06°55'35" E	74.24'
L52	S 63°52'07" E	51.02'
L53	S 27°25'25" W	5.51'
L54	S 06°38'24" W	73.18'
L55	S 61°10'37" E	328.04'
L56	N 31°48'09" E	68.93'

LINE TABLE

LINE	BEARING	DISTANCE
L57	S 62°53'25" E	219.56'
L58	S 36°04'38" W	47.55'
L59	N 85°15'50" W	21.29'
L60	S 35°55'54" W	164.22'
L61	N 60°45'57" W	56.59'
L62	N 32°00'47" E	78.97'
L63	N 60°27'03" W	65.94'
L64	N 37°10'42" E	377.59'
L65	N 43°16'07" W	133.85'
L66	N 29°29'28" E	316.77'
L67	N 34°51'57" W	160.63'
L68	N 52°49'19" E	720.54'
L69	S 54°44'45" E	846.75'
L70	S 35°15'15" W	955.35'
L71	S 58°24'56" E	37.79'
L72	S 35°29'54" W	18.60'
L73	N 55°46'59" W	30.54'
L74	S 37°29'21" W	436.85'
L75	S 48°18'58" E	64.13'
L76	S 17°48'01" W	56.18'
L77	S 59°52'52" W	74.01'
L78	S 02°12'58" E	59.16'
L79	S 77°44'48" W	177.07'
L80	N 07°04'53" W	215.60'
L81	N 54°29'39" E	99.39'
L82	N 54°43'31" W	606.59'

CURVE TABLE

CURVE	RADIUS	DELTA	DISTANCE
C1	175.00'	41°08'12"	125.65'
C2	100.00'	79°25'20"	138.62'
C3	55.00'	71°11'37"	68.34'
C4	105.00'	71°11'37"	130.47'
C5	150.00'	79°25'20"	207.93'
C6	125.00'	41°08'12"	89.75'
C7	105.00'	49°38'00"	90.96'
C8	85.00'	51°28'58"	76.38'
C9	35.00'	51°28'58"	31.45'
C10	155.00'	49°38'00"	134.27'
C11	60.00'	92°27'51"	96.83'

AUTHORIZATION  
74001643

BY —  
DR RLJS  
CH J6F9  
O.K. J6F9  
DATE 04/28/2022

**T.C.E. EXHIBIT "B"**  
CITY OF PETALUMA  
R-708-L-021G PETALUMA  
**PETALUMA, CALIFORNIA**

PACIFIC GAS AND ELECTRIC COMPANY  
San Francisco California



PROJ. NO.	AREA 7, NORTH COAST	
COUNTY	SONOMA	
SCALE	N/A	
SHEET NO.	1	OF 4
DRAWING NUMBER	CHANGE	
	2	

**RANCHO PETALUMA**  
(T. 5 N., R. 7 W., SE 1/4 SEC. 35  
M.D.B.&M.)

LANDS OF  
SSCOP PROPERTIES, LLC  
APN: 005-280-034

SEE  
SHEET 3

PARCEL "A" PARCEL "D"

PARCEL "C" PARCEL "E"

SEE SHEET 4

30' PG&E GAS EASEMENT  
PARCEL 2, 1672 O.R. 621  
LD# 2405-07-0192

**LANDS OF  
CITY OF PETALUMA**  
PARCEL I, PARCEL II, PARCEL III  
2786 O.R. 446  
APN: 017-170-001

PARCEL "F" T.C.E.  
GROSS AREA  
= 1,347,291 SQ. FT.±  
NET AREA  
= 1,246,128 SQ. FT.±

PARCEL "B"  
T.C.E. AREA  
= 216,086 SQ. FT.±

NOT TO  
SCALE

S37°10'42"W  
50.05'  
S55°20'34"E 1685.52'  
N55°20'34"W 1683.46'

POINT "C"

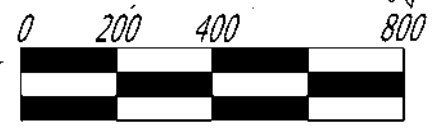
NOT TO  
SCALE

- PARCEL "F" T.C.E. AREA  
ENCUMBERED BY PROPOSED  
EASEMENT LD# 2404-07-10007  
AREA= 47,557 SQ. FT.

- PARCEL "F" T.C.E. AREA  
ENCUMBERED BY 30' PG&E GAS  
EASEMENT LD# 2405-07-0192  
AREA= 53,606 SQ. FT.

**LEGEND**

- SUBJECT PROPERTY LINE
- - - - - TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)
- EXISTING EASEMENT LINE
- PROPERTY BOUNDARY LINE
- POC - POINT OF COMMENCEMENT
- TPOB - TRUE POINT OF BEGINNING
- O.R. - OFFICIAL RECORDS
- APN - ASSESSOR'S PARCEL NUMBER
- R1 - RECORD DATA PER 494 M 7
- R2 - RECORD DATA PER 2786 O.R. 446
- B.O.B. - BASIS OF BEARINGS



SCALE: 1" = 400'

AUTHORIZATION 74001643	
BY	-
DR	RLJS
CH	J6F9
O.K.	J6F9
DATE	04/28/2022

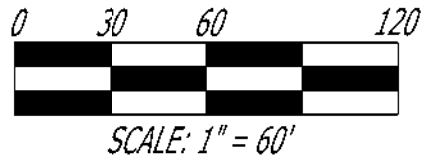
**T.C.E. EXHIBIT "B"**  
CITY OF PETALUMA  
R-708-L-021G PETALUMA  
**PETALUMA, CALIFORNIA**  
PACIFIC GAS AND ELECTRIC COMPANY  
San Francisco California



PROJ. NO.	AREA 7, NORTH COAST	
AREA	SONOMA	
COUNTY	1 INCH = 400 FEET	
SCALE	2	OF 4
SHEET NO.	DRAWING NUMBER	CHANGE
		2



**RANCHO  
PETALUMA**  
(T. 5 N., R. 7 W., SE 1/4 SEC. 35  
M.D.B.&M.)



LANDS OF  
SSCOP PROPERTIES, LLC  
APN: 005-280-035

LANDS OF  
PARCEL "C"  
CITY OF PETALUMA

LANDS OF  
SSCOP PROPERTIES, LLC  
DOC. NO. 2015014870 O.R.  
APN: 005-290-011

LOT 8

37.5' SANITARY SEWER  
EASEMENT PER 494 M 7  
2651 O.R. 407

(S72°00'00"E)R2  
(N70°33'38"W)R1  
S70°37'52"E

(4.60 CHAINS)R2  
307.02'

POC

TPOB

B.O.B.

PARCEL "A"  
T.C.E. AREA  
= 9,154 SQ. FT. ±

POINT "A"

LANDS OF  
CITY OF PETALUMA  
PARCEL I, PARCEL II, PARCEL III  
2786 O.R. 446  
APN: 017-170-001

LANDS OF  
SSCOP PROPERTIES, LLC  
APN: 005-280-034

L35  
L36  
L37  
L38  
L39

L32  
L33  
L34

PARCEL "B"  
T.C.E. AREA  
= 216,086 SQ. FT. ±

L10  
L11  
L12

TPOB

POINT "B"

L40

AUTHORIZATION  
74001643

BY —  
DR RLJS  
CH J6F9  
O.K. J6F9  
DATE 04/28/2022

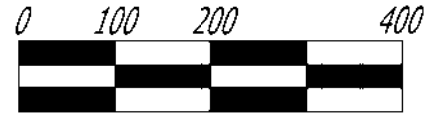
**T.C.E. EXHIBIT "B"**  
CITY OF PETALUMA  
R-708-L-021G PETALUMA  
**PETALUMA, CALIFORNIA**

PACIFIC GAS AND ELECTRIC COMPANY  
San Francisco California

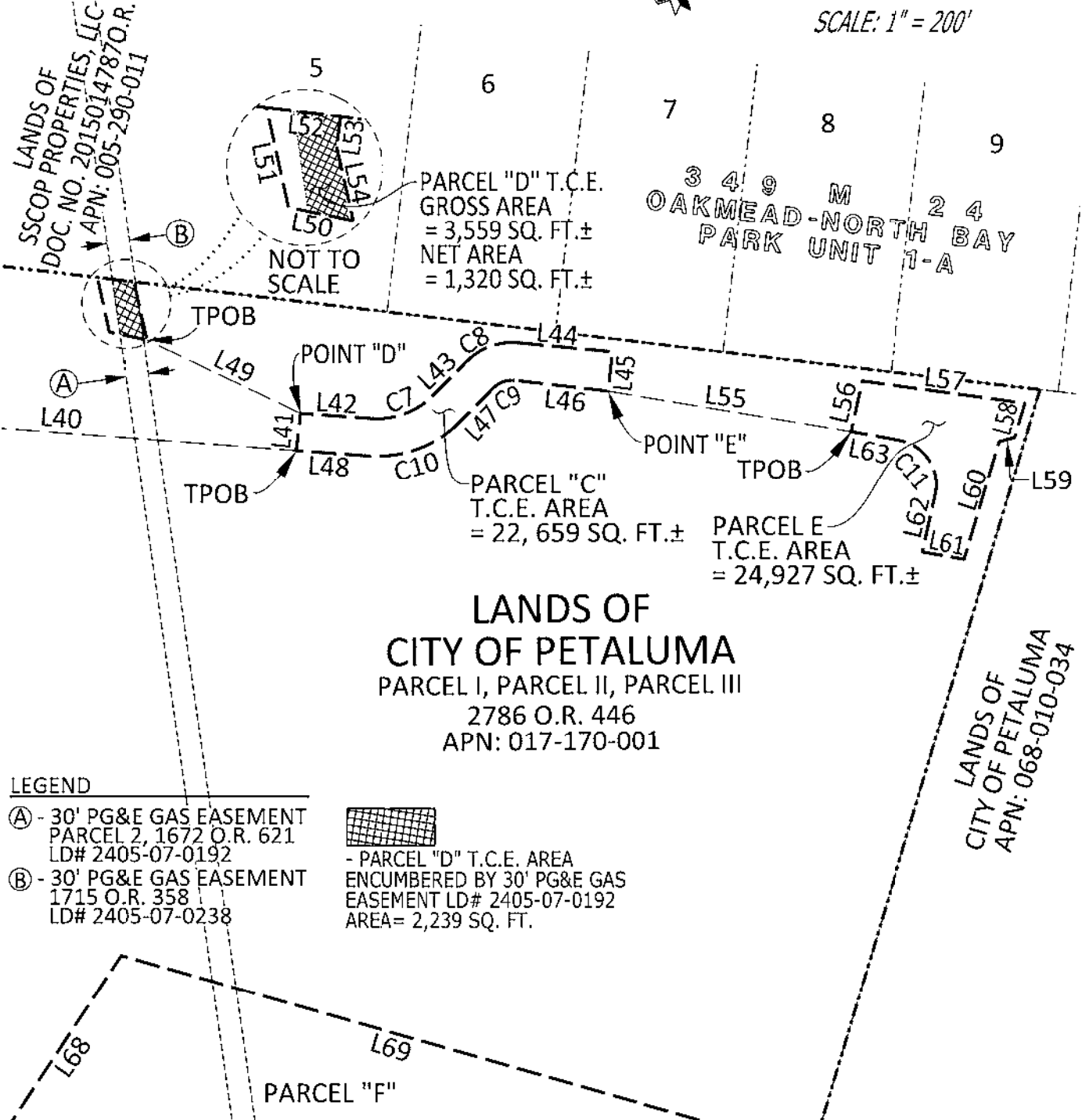


PROJ. NO.		
AREA	AREA 7, NORTH COAST	
COUNTY	SONOMA	
SCALE	1 INCH = 60 FEET	
SHEET NO.	3	OF 4
DRAWING NUMBER	N/A	
CHANGE	2	

**RANCHO  
PETALUMA  
(T. 4 N., R. 7 W., NE 1/4 OF NE 1/4  
SEC. 2  
M.D.B.&M.)**



SCALE: 1" = 200'



**LEGEND**

- (A) - 30' PG&E GAS EASEMENT  
PARCEL 2, 1672 O.R. 621  
LD# 2405-07-0192
- (B) - 30' PG&E GAS EASEMENT  
1715 O.R. 358  
LD# 2405-07-0238



- PARCEL "D" T.C.E. AREA  
ENCUMBERED BY 30' PG&E GAS  
EASEMENT LD# 2405-07-0192  
AREA= 2,239 SQ. FT.

AUTHORIZATION 74001643	
BY	—
DR	RLJS
CH	J6F9
O.K.	J6F9
DATE	04/28/2022

**T.C.E. EXHIBIT "B"**  
CITY OF PETALUMA  
R-708-L-021G PETALUMA  
**PETALUMA, CALIFORNIA**  
PACIFIC GAS AND ELECTRIC COMPANY  
San Francisco California



PROJ. NO.	AREA 7, NORTH COAST	
AREA	SONOMA	
COUNTY	1 INCH = 200 FEET	
SCALE	4	OF 4
SHEET NO.	DRAWING NUMBER	CHANGE
N/A		2

## AGREEMENT

This Agreement ("Agreement") is entered into by and between City of Petaluma, a municipal corporation of the State of California ("Grantor") and Pacific Gas and Electric Company, a California corporation ("PG&E"), as of the date of last execution by the parties ("Effective Date"), in consideration of the covenants hereinafter set forth.

## RECITALS

**WHEREAS**, PG&E is undertaking the R-708 L-021G Pipeline Replacement Project ("Project") to ensure the safety and reliability of PG&E's gas transmission system;

**WHEREAS**, PG&E is acquiring a permanent easement and a temporary construction easement ("Easements") for the replacement of gas transmission facilities ("Facility") on Grantor's property located at the Southerly End of Cader Lane, Petaluma, California, identified as APN 017-170-001, also known as Shollenberger Park in Sonoma County ("Property"). A true and correct copy of the Easements attached hereto and incorporated herein as **Attachment A and Attachment B**;

**WHEREAS**, in connection with the execution, conveyance and delivery of the Easements by Grantor to PG&E, the parties hereby enter into this Agreement.

**NOW, THEREFORE**, the parties agree as follows:

1. Grantor shall execute, convey and deliver to PG&E the Easements in the form set forth in full and attached hereto as Attachment A and Attachment B within five (5) business days of the Effective Date. The Easement Deed shall be notarized.
2. Within 30 days of receipt of the Easements and IRS Form W-9 executed by Grantor, PG&E shall pay Grantor the total sum of One Hundred Thousand and No/100 Dollars (\$100,000). The parties agree this total sum constitutes the full and complete compensation for the Easements.
3. All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon delivery by overnight mail service providing evidence of delivery addressed as follows:

If to PG&E:

Pacific Gas and Electric Company  
Attn: Jamie Stevens, Land Management  
300 Lakeside Drive  
Oakland, CA 94612

If to Grantor:

City of Petaluma

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address or to such other person as any party shall designate to the others for such purpose in the manner hereinabove set forth.

4. The Easement shall be governed by and construed in accordance with the laws of the State of California.

5. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute one agreement, binding on all of the parties hereto, notwithstanding all of the parties hereto are not signatories to the original or to the same counterpart.

6. This Agreement is binding upon the successors, assigns, agents and representatives of the parties.

7. It is understood and agreed that this Agreement has been voluntarily entered into by the parties and is the complete expression of the agreement of the parties, and no promise or representation of any kind has been expressed or implied except as set out here. All prior and contemporaneous agreements and representations are superseded. The Agreement may not be altered, amended, or modified, except by a writing executed by a duly authorized representative of the party to be charged.

8. The provisions of this Agreement are severable. If a court of competent jurisdiction rules that any provision of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity of the other provisions of this Agreement.

9. Signatures of the parties on this Agreement shall constitute mutual acceptance of all the terms and conditions of the Agreement.

10. This Agreement may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this Agreement and shall have the same force and effect as a manually executed original.

CITY OF PETALUMA, a municipal corporation of the  
State of California

DATED: \_\_\_\_\_, 2023

\_\_\_\_\_

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

Its: \_\_\_\_\_

PACIFIC GAS AND ELECTRIC COMPANY, a  
California Corporation

DATED: \_\_\_\_\_, 2023

\_\_\_\_\_

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

Its: \_\_\_\_\_



RECORDING REQUESTED BY AND RETURN TO:

**Attachment A**

**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# 2404-07-10007

**EASEMENT DEED**

2019093(01-16-008)10 19 02  
 R-708 L-021G-10 Petaluma River Crossing

LANDS CITY OF PETALUMA, a Municipal Corporation of 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 strip of land described and designated EASEMENT AREA 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 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;

(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 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 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 The State of California

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

## EXHIBIT "A"

### LANDS

The parcels of land described and designated PARCEL I, PARCEL II and PARCEL III in the deed from Joe V. Cardozo and Rosa Cardozo, his wife, to the City of Petaluma, a municipal corporation of the State of California dated July 19, 1973 and recorded in Book 2786 of Official Records at Page 446, Sonoma County Records.

APN: 017-170-001

### EASEMENT AREA

A strip of land of the uniform width of 60 feet extending northerly and northeasterly from the southerly boundary line of PARCEL II in said deed dated July 19, 1973 (2786 O.R. 446) to the Northwesterly boundary line of the strip of land described and designated Parcel 2 as in the Final Order of Condemnation dated May 28, 1959 and recorded in Book 1672 of Official Records at Page 621, Sonoma County Records, and lying 45 feet on Westerly side and 15 feet of the Easterly side of the line described as follows:

Commencing at the Southeasterly terminus of a course in the center line of the strip of land described in the deed from Catherine M. Palmer and others to Pacific Gas & Electric Company dated October 7, 1957 and recorded in Book 1553 of Official Records at Page 578, Sonoma County Records, which has a bearing of North 08°13' West (North 07°49'38" West for this description) and a length of 350 feet, and running thence along center line of said strip

- (a) North 07°49'38" West 350.00 feet  
to Point "A" in said deed dated October 7, 1957 (1553 O.R. 578); thence continuing along said center line
- (b) North 07°49'38" West 6.40 feet; thence  
leaving said center line and running
- (c) South 82°10'22" West 15.00 feet  
to a point in the westerly boundary line of said strip dated October 7, 1957 (1553 O.R. 578),  
thence leaving said westerly boundary line and running
- (d) North 53°51'30" West, 140.18 feet; thence
- (e) North 06°43'58" West, 207.71 feet; thence
- (f) North 06°43'58" West, 311.71 feet  
to a point being on the Southeasterly bank of the Petaluma River at ordinary high water mark;  
thence
- (g) North 06°43'58" West, 264.45 feet, more or less,

to a point being on the Northeasterly bank of the Petaluma River at ordinary high water mark being the Southerly boundary line of said PARCEL II (2786 O.R. 446), also being the TRUE POINT OF BEGINNING, thence running

(1) North 06°43'58" West, 575.00 feet; thence

(2) North 56°06'12" East, 286.83 feet

to a point in the Northwesterly boundary line of said Parcel 2 of said Final Order of Condemnation (1672 O.R. Page 621); thence

South 78°44'08" East, 15.00 feet, more or less, to a point on the center line of said strip of said Parcel 2 of said Final Order of Condemnation (1672 O.R. Page 621). Said point bears North 11°15'52" East and a distance of 614.87 feet from the southern terminus of the course described in said Parcel 2 of said Final Order of Condemnation (1672 O.R. Page 621), said course has a bearing of South 10°51'30" West and a distance of 2626.7 feet.

Excepting therefrom the portions lying within said Parcel 2 of said Final Order of Condemnation (1672 O.R. Page 621)

The sidelines of said strip shall extend or terminate at the southerly boundary of said PARCEL II (2786 O.R. 446) and the northwesterly boundary line of said Parcel 2 of said Final Order of Condemnation (1672 O.R. Page 621).

Containing 53,792 Sq. Ft. or 1.2349 acres ±

The foregoing description is based on a survey made by Pacific Gas and Electric Company in November 2019. The basis of bearings used is based on found 1/2-inch iron pipes with tag L.S. 3665 marking the termini of a course as shown upon the Record of Survey filed for record November 19, 2014 in Book 767 of Maps at page 47, Sonoma County Records, said course has a bearing North 01°20'57" East (for the purposes of this description North 01°21'35" East) and distance of 710.39 feet.

Prepared by:  
Pacific Gas and Electric Company



Jason D. Fong, PLS 9170

3/3/2023

Date





T. 4 N., R.7 W. SEC. 2 M.D.B.&M.

## LEGEND

- EASEMENT AREA
- - - - - WATERS EDGE
- . - . - . PROPERTY LINES
- - - - - EXISTING EASEMENT LINES
- - - - - CENTER LINES

T.P.O.B - TRUE POINT OF BEGINNING

P.O.C. - POINT OF COMMENCEMENT

R1 - 30' WIDE PG&E GAS EASEMENT  
BK.1553 O.R. PG.578  
LD#2404-07-0133

R2 - 30' WIDE PG&E GAS EASEMENT  
PARCEL 2, BK.1672 O.R. PG.261  
LD#2405-07-0192

60' WIDE PG&E GAS EASEMENT  
LD# 2404-07-10007

EASEMENT AREA: 53,792 SQ. FT.

### CITY OF PETALUMA

PARCEL I, PARCEL II AND PARCEL III

BK. 2786 DEED PG. 446

APN 017-170-001

PETALUMA

RIVER

N 06°43'58" W  
264.45'

LANDS OF PEACH TREE TERRACE  
DOC. NO. 2020056272 O.R.  
APN: 019-320-020

LANDS OF  
MICHAEL H. GOLDBERG  
APN 019-320-007

N88°57'37"W  
(S88°58'15"E) R2  
884.07'  
N 06°43'58" W  
207.71'

LANDS OF DRY CREEK  
RANCHERIA BAND  
OF POMO INDIANS  
DOC. NO. 2012-059480  
APN 019-320-006



R2 - RECORD DATA PER 767 M 47

- - FOUND 1/2" IP  
TAGGED 3565  
PER R2



0 150 300  
1 INCH = 300 FEET



100' WIDE LEASE  
AGREEMENT  
LD# 2404-07-0134

30' WIDE PG&E  
GAS EASEMENT  
B.1557 O.R. P.542  
LD#2404-07-0135

N 07°49'38" W  
293.94'  
S82°10'22"W 15.00'

N 07°49'38" W 350'  
(N 08°13' W  
350') R1

30' WIDE PG&E  
GAS EASEMENT  
BK. 1553 O.R. PG. 578  
LD# 2404-07-0133

P.O.C.

AUTHORIZATION  
41528767

BY —  
DR G5S4, RLJS  
CH J6F9  
O.K. J6F9  
DATE 04/18/2022

### EXHIBIT "B"

R-708-L-021G PETALUMA  
PETALUMA RIVER CROSSING\_4  
PETALUMA, CALIFORNIA

PACIFIC GAS AND ELECTRIC COMPANY  
San Francisco California



PROJ. NO.		
AREA	AREA 7, NORTH COAST	
COUNTY	SONOMA	
SCALE	1 INCH = 300 FEET	
SHEET NO.	1	OF 1
DRAWING NUMBER	L-10236	
CHANGE	1	

Attach to LD: 2404-07-10007

Area, Region or Location: 7, North Coast

Land Service Office: Concord

Line of Business: Gas Transmission (52)

Business Doc Type: Easements

MTRSQ: 24.04.07.02.13, 24.04.07.02.12,

FERC License Number: N/A

PG&E Drawing Number: L-10236

Plat No.: 2769-H2

LD of Affected Documents: LD\_2405-07-0192

LD of Cross Referenced Documents: LD\_2404-07-0135, LD\_2404-07-0134, LD\_2404-07-0133

Type of interest: Gas and Pipeline Easements (5)

SBE Parcel: N/A

% Being Quitclaimed: N/A

Order or PM: 41528767

JCN: 01-16-008

County: Sonoma

Utility Notice Number: N/A

851 Approval Application No: ;Decision: N/A

Prepared By: g5s4

Checked By: j6f9

Approved By:

Revised by:

## TEMPORARY CONSTRUCTION EASEMENT

THE CITY OF PETALUMA, a municipal corporation of the State of California

(“**Property Owner**”), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**PG&E**”), a temporary construction easement (“**TCE**”), for good and valuable consideration, the receipt is hereby acknowledged, to be used in connection with PG&E R-708 gas transmission pipeline replacement project (“**PG&E’s Project**”), within Property Owner’s lands which are situated in the City of Petaluma, County of Sonoma, State of California, identified as 9 Corporate Circle, Petaluma, CA 94952, County Assessor’s Parcel Number 017-170-001 (the “**Property**”).

The activities allowed under this TCE are described as follows:

- (a) To gravel and use for laydown and staging purposes, including the right to park vehicles, locate construction trailers, and store materials and equipment.*
- (b) The right for dewatering, related piping, and the right to access to the storm drain inlets.*
- (c) To construct and use bore pit(s).*
- (d) An access road related to the improvement of the roadway by the to grade (including the necessary cuts and fills), gravel, and use existing and/or proposed road(s).*
- (e) To discharge of uncontaminated hydrotest water and ground water in conjunction with PG&E’s Project. Water will be applied consistent with permit conditions. The water will be lost to evapotranspiration or infiltrate to the groundwater table, re-charging the water table.*

The activities described above shall be within the area(s) delineated on Exhibit A and Exhibit B, attached and collectively referred to as (“**Temporary Easement Area**”).

1. **Term.** The term of this TCE shall be for two durations as described herein and referred to as (the “**Term**”):
  - a. Term A--Shall be for a period of three (3) months commencing on or around October 10, 2023, or on such date as PG&E actually commences work on the Property and terminate three months thereafter. PG&E will provide notice to Property Owner of the actual commencement date before commencement of work on the Property begins. PG&E shall have the right, subject to the terms herein, to extend the Term on a month-to-month basis for up to three (3) months by giving the Property Owner written notice of its intention prior to the expiration of the Term. This TCE shall be irrevocable during the Term, except in the case of material breach of the terms and conditions of this TCE.
  - b. Term B--Shall be for a period of three (3) months commencing on or around August 5, 2024 or on such date as PG&E actually commences work on the Property and terminate three months thereafter. PG&E will provide notice to Property Owner of the actual commencement date before commencement of work on the Property begins. PG&E shall have the right, subject to the terms herein, to extend the Term on a month-to-month basis for up to three (3) month(s) by giving the Property Owner written notice of its intention prior to the expiration of the Term. This TCE shall be irrevocable during the Term, except in the case of material breach of the terms and conditions of this TCE.
2. **Compensation.** PG&E shall pay Property Owner a total amount of Thirty Four Thousand Six Hundred Fifty and NO/100 Dollars (\$34,650.00) as compensation for this TCE and shall deliver the total payment after receiving a completed IRS W-9 Form and an executed copy of this TCE. If PG&E extends the Term of this TCE, PG&E shall pay Property Owner Five Thousand Seven Hundred Seventy-Five and NO/100 Dollars (\$5,775.00) per month for the duration of the extended Term.

3. **Exclusive Use; Access; Fencing.** During the Term of this TCE, PG&E shall have the exclusive right to use the Temporary Easement Area and the right of ingress to and egress from the Temporary Easement Area over and across the Property. PG&E shall have the further right to erect and maintain temporary fencing and gates with a locking device to enclose the Temporary Easement Area and shall remove such fencing and gates at the end of the Term.
4. **Indemnification.** PG&E agrees to indemnify Property Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E 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 Property Owner's comparative negligence or willful misconduct.
5. **Compliance with Laws.** Interpretation and enforcement of this TCE shall be governed by the laws of the State of California. In exercising the rights granted under this TCE, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use. PG&E is required under State and local law to re-stabilize any disturbed project location within the Temporary Easement Area in order to control soil erosion and sediment runoff, in accordance with applicable project permits. PG&E shall have the right to access the Temporary Easement Area as reasonably necessary to allow it to meet any applicable project permit obligations after the Term.
6. **Storm Water Pollution Prevention Plan (SWPPP).** The State of California Construction General Permit (SWPPP) requires that PG&E shall establish a uniform vegetative cover equivalent up to 70% coverage of pre-construction vegetative conditions (wood mulch or gravel is acceptable also); and shall return the Temporary Easement Area to its original line and grade and/or compacted to achieve stabilization. Property Owner understands and agrees that PG&E's establishment of a uniform vegetative cover may require PG&E to access the Temporary Easement Area upon and after the Term to perform the permit's required inspections. PG&E shall have the right to access the Temporary Easement Area to allow it to meet its State mandated obligations.
7. **Restoration.** Upon completion of PG&E's Project, PG&E shall repair any damage and restore the Temporary Easement Area to as near as practicable to the condition that existed prior to PG&E use under this TCE. PG&E shall remove all personal property.
8. **Representation.** Property Owner represents and warrants the Temporary Easement Area is vacant and free from any encumbrances that would interfere with PG&E's full enjoyment of this TCE.
9. **Entire Agreement.** This TCE supersedes all previous oral and written agreements between and representation by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This TCE may not be amended except by a written agreement.
10. **Authority of Signatory.** Each party to this TCE warrants to the other that it has the right and authority to enter into and consummate this TCE and all related documents.
11. **Successors, Heirs, and Assigns.** This provisions of this TCE shall inure to the benefit of and bind the successors and assigns of the respective parties.
12. **Electronic Signatures.** This TCE may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this TCE and shall have the same force and effect as a manually executed original.

13. **Execution in Counterparts.** This TCE may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

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

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

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



R-708\_L-021G PETALUMA  
Lands of City of Petaluma  
9 Corporate Circle, Petaluma

## **EXHIBIT "A"**

### **TEMPORARY CONSTRUCTION EASEMENT**

#### **LANDS**

The parcels of land described and designated PARCEL I, PARCEL II and PARCEL III in the deed from Joe V. Cardozo and Rosa Cardozo, his wife, to the City of Petaluma, a municipal corporation of the State of California dated July 19, 1973 and recorded on July 31, 1973 in Book 2786 of Official Records at Page 446, Sonoma County Records.

#### **EASEMENT**

##### **PARCEL "A"**

**Commencing** at the northwesterly corner of said lands, also being the southwesterly corner of Lot 8 as shown on certain record map entitled "Map of Cader Lane Industrial Park", filed for record April 20, 1992 in Book 494 of Maps at Pages 7 to 9, Sonoma County Records; and running thence southeasterly along northerly boundary line of said lands and southerly boundary line of said map, said southerly boundary line has a course of north 70°33'38" west (for the purposes of this description south 70°37'52" east) and a distance of 307.02 feet,

(a) south 70°37'52" east 93.64 feet to the **True Point of Beginning**; thence continuing southeasterly along said northerly and southerly boundary line

- 1) south 70°37'52" east 112.12 feet; thence leaving said northerly and southerly boundary line and running southwest
- 2) south 20°10'02" west 61.68 feet to point herein for convenience called Point "A"; thence
- 3) north 69°29'11" west 208.74 feet; thence
- 4) north 24°12'37" east 24.65 feet; thence

- 5) south  $69^{\circ}44'03''$  east 95.54 feet; thence
- 6) north  $19^{\circ}04'12''$  east 34.44 feet to the **True Point of Beginning**.

Containing 9,154 square feet of land more or less.

**PARCEL "B"**

**Commencing** at said Point "A"; and running thence southwesterly

- (a) south  $52^{\circ}47'04''$  west 127.44 feet to the **True Point of Beginning**; thence
  - 1) south  $00^{\circ}24'50''$  west 31.86 feet to a point herein for convenience called Point "B"; thence
  - 2) north  $74^{\circ}08'50''$  west 29.03 feet; thence
  - 3) south  $85^{\circ}40'23''$  west 56.05 feet; thence
  - 4) south  $05^{\circ}01'10''$  east 47.29 feet; thence
  - 5) south  $15^{\circ}31'11''$  west 46.10 feet; thence
  - 6) south  $40^{\circ}34'16''$  west 133.18 feet; thence
  - 7) south  $37^{\circ}30'23''$  west 313.39 feet; thence
  - 8) south  $52^{\circ}41'39''$  west 91.29 feet; thence
  - 9) north  $89^{\circ}03'56''$  west 31.70 feet to a point on a non-tangent curve; thence
  - 10) from a radial line that bears south  $2^{\circ}13'10''$  east, along a curve to the right, having a radius of 175.00 feet, through a central angle of  $41^{\circ}08'12''$ , an arc distance of 125.65 feet; thence
  - 11) north  $51^{\circ}04'58''$  west 233.67 feet; thence
  - 12) north  $57^{\circ}44'37''$  west 53.60 feet; thence
  - 13) on a tangent curve to the left with a radius of 100.00 feet, through a central angle of  $79^{\circ}25'20''$ , an arc distance of 138.62 feet; thence
  - 14) south  $42^{\circ}50'03''$  west 388.09 feet; thence
  - 15) south  $33^{\circ}42'37''$  west 368.22 feet; thence
  - 16) south  $39^{\circ}38'30''$  west 266.67 feet; thence
  - 17) south  $16^{\circ}00'57''$  west 86.41 feet; thence
  - 18) on a tangent curve to the left with a radius of 55.00 feet, through a central angle of  $71^{\circ}11'37''$ , an arc distance of 68.34 feet; thence
  - 19) south  $55^{\circ}20'34''$  east 1685.52 feet; thence

- 20) south  $37^{\circ}10'42''$  west 50.05 feet to a point herein for convenience called Point “C”; thence
- 21) north  $55^{\circ}20'34''$  west 1683.46 feet; thence
- 22) on a tangent curve to the right with a radius of 105.00 feet, through a central angle of  $71^{\circ}11'37''$ , an arc distance of 130.47 feet; thence
- 23) north  $16^{\circ}00'57''$  east 96.86 feet; thence
- 24) north  $39^{\circ}38'30''$  east 274.53 feet; thence
- 25) north  $33^{\circ}42'37''$  east 369.62 feet; thence
- 26) north  $42^{\circ}50'03''$  east 392.08 feet; thence
- 27) on a tangent curve to the right with a radius of 150.00 feet, through a central angle of  $79^{\circ}25'20''$ , an arc distance of 207.93 feet; thence
- 28) south  $57^{\circ}44'37''$  east 56.51 feet; thence
- 29) south  $51^{\circ}04'58''$  east 236.58 feet; thence
- 30) on a tangent curve to the left with a radius of 125.00 feet, through a central angle of  $41^{\circ}08'12''$ , an arc distance of 89.75 feet; thence
- 31) north  $59^{\circ}24'26''$  east 64.16 feet; thence
- 32) north  $39^{\circ}29'40''$  east 82.29 feet; thence
- 33) north  $36^{\circ}35'16''$  east 242.81 feet; thence
- 34) north  $32^{\circ}00'27''$  east 178.84 feet; thence
- 35) north  $03^{\circ}18'10''$  west 61.49 feet; thence
- 36) north  $01^{\circ}49'04''$  west 40.39 feet; thence
- 37) north  $89^{\circ}02'31''$  east 19.96 feet; thence
- 38) south  $09^{\circ}56'42''$  east 55.89 feet; thence
- 39) south  $64^{\circ}23'01''$  east 31.39 feet; thence
- 40) north  $80^{\circ}56'55''$  east 31.08 feet; thence
- 41) south  $81^{\circ}23'37''$  east 45.57 feet **True Point of Beginning.**

Containing 216,086 square feet of land more or less.

#### **PARCEL “C”**

**Commencing** at said “B”; and running thence southeasterly

- (a) south  $66^{\circ}19'10''$  east 1079.59 feet to the **True Point of Beginning**; thence
- 1) north  $26^{\circ}06'29''$  east 49.81 feet to a point herein for convenience called Point “D”; thence
  - 2) south  $66^{\circ}32'46''$  east 95.55 feet; thence
  - 3) on a tangent curve to the left with a radius of 105.00 feet, through a central angle of  $49^{\circ}38'00''$ , an arc distance of 90.96 feet; thence
  - 4) north  $63^{\circ}53'36''$  east 62.33 feet; thence
  - 5) on a tangent curve to the right with a radius of 85.00 feet, through a central angle of  $51^{\circ}28'58''$ , an arc distance of 76.38 feet; thence
  - 6) south  $65^{\circ}11'52''$  west 124.89 feet; thence
  - 7) south  $25^{\circ}37'33''$  west 52.50 feet to a point herein for convenience called Point “E”; thence
  - 8) north  $64^{\circ}03'05''$  west 124.66 feet; thence
  - 9) on a tangent curve to the left with a radius of 35.00 feet, through a central angle of  $51^{\circ}28'58''$ , an arc distance of 31.45 feet; thence
  - 10) south  $63^{\circ}53'36''$  west 62.33 feet; thence
  - 11) on a tangent curve to the right with a radius of 155.00 feet, through a central angle of  $49^{\circ}38'00''$ , an arc distance of 134.27 feet; thence
  - 12) north  $66^{\circ}24'09''$  west 97.80 feet to the **True Point of Beginning**.

Containing 22,659 square feet of land more or less.

#### **PARCEL ‘D’**

**Commencing** at said Point “D”; and running thence northwesterly

- (a) north  $45^{\circ}09'03''$  west 226.55 feet to the **True Point of Beginning**; thence
- 1) north  $58^{\circ}57'01''$  west 51.08 feet; thence
  - 2) north  $06^{\circ}55'35''$  east 74.24 feet; thence
  - 3) south  $63^{\circ}52'07''$  east 51.02 feet; thence
  - 4) south  $27^{\circ}25'25''$  west 5.51 feet; thence
  - 5) south  $06^{\circ}38'24''$  west 73.18 feet to the **True Point of Beginning**.

Containing 3,559 square feet of land more or less.

**PARCEL "E"**

**Commencing** at said Point "E"; and running thence southeasterly

- (a) south  $61^{\circ}10'37''$  east 328.04 feet to the **True Point of Beginning**; thence
  - 1) north  $31^{\circ}48'09''$  east 68.93 feet; thence
  - 2) south  $62^{\circ}53'25''$  east 219.56 feet; thence
  - 3) south  $36^{\circ}04'38''$  west 47.55 feet; thence
  - 4) north  $85^{\circ}15'50''$  west 21.29 feet; thence
  - 5) south  $35^{\circ}55'54''$  west 164.22 feet; thence
  - 6) north  $60^{\circ}45'57''$  west 56.59 feet; thence
  - 7) north  $32^{\circ}00'47''$  east 78.97 feet; thence
  - 8) on a tangent curve to the left with a radius of 60.00 feet, through a central angle of  $92^{\circ}27'51''$ , an arc distance of 96.83 feet; thence
  - 9) north  $60^{\circ}27'03''$  west 65.94 feet to the **True Point of Beginning**.

Containing 24,927 square feet of land more or less.

**PARCEL "F"**

**Beginning** at said Point "C"; and running thence northeasterly

- 1) north  $37^{\circ}10'42''$  east 377.59 feet; thence
- 2) north  $43^{\circ}16'07''$  west 133.85 feet; thence
- 3) north  $29^{\circ}29'28''$  east 316.77 to 90 feet; thence
- 4) north  $34^{\circ}51'57''$  west 160.63 feet; thence
- 5) north  $52^{\circ}49'19''$  east 720.54 feet; thence
- 6) south  $54^{\circ}44'45''$  east 846.75 feet; thence
- 7) south  $35^{\circ}15'15''$  west 955.35 feet; thence
- 8) south  $58^{\circ}24'56''$  east 37.79 feet; thence



- 9) south 35°29'54" west 18.60 feet; thence
- 10) north 55°46'59" west 30.54 feet; thence
- 11) south 37°29'21" west 436.85 feet; thence
- 12) south 48°18'58" east 64.13 feet; thence
- 13) south 17°48'01" west 56.18 feet; thence
- 14) south 59°52'52" west 74.01 feet; thence
- 15) south 02°12'58" east 59.16 feet; thence
- 16) south 77°44'48" west 177.07 feet; thence
- 17) north 07°04'53" west 215.60 feet; thence
- 18) north 54°29'39" east 99.39 feet; thence
- 19) north 54°43'31" west 606.59 feet to the **Point of Beginning**.

Containing 1,347,291 square feet of land more or less.

The foregoing descriptions are based on survey made by Pacific Gas and Electric in November 2019. The basis of bearings used is based on record map entitled "Map of Cader Lane Industrial Park", filed for record April 20, 1992 in Book 494 of Maps at Pages 7 to 9, Sonoma County Records, which course according to said map has a bearing of north 70°33'38" west (for the purpose of this description south 70°37'52" east) and a length of 307.02 feet.

Prepared by:  
Pacific Gas and Electric Company



Jason D. Fong, PLS 9170

2/28/2023

Date



**RANCHO PETALUMA  
(T. 5 N., R. 7 W., SE 1/4 SEC. 35  
M.D.B.&M.)**

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 70°37'52" E	112.12'
L2	S 20°10'02" W	61.68'
L3	N 69°29'11" W	208.74'
L4	N 24°12'37" E	24.65'
L5	S 69°44'03" E	95.54'
L6	N 19°04'12" E	34.44'
L7	S 52°47'04" W	127.44'
L8	S 00°24'50" W	31.86'
L9	N 74°08'50" W	29.03'
L10	S 85°40'23" W	56.05'
L11	S 05°01'10" E	47.29'
L12	S 15°31'11" W	46.10'
L13	S 40°34'16" W	133.18'
L14	S 37°30'23" W	313.39'
L15	S 52°41'39" W	91.29'
L16	N 89°03'56" W	31.70'
L17	N 51°04'58" W	233.67'
L18	N 57°44'37" W	53.60'
L19	S 42°50'03" W	388.09'
L20	S 33°42'37" W	368.22'
L21	S 39°38'30" W	266.67'
L22	S 16°00'57" W	86.41'
L23	N 16°00'57" E	96.86'
L24	N 39°38'30" E	274.53'
L25	N 33°42'37" E	369.62'
L26	N 42°50'03" E	392.08'
L27	S 57°44'37" E	56.51'
L28	S 51°04'58" E	236.58'

LINE TABLE

LINE	BEARING	DISTANCE
L29	N 59°24'26" E	64.16'
L30	N 39°29'40" E	82.29'
L31	N 36°35'16" E	242.81'
L32	N 32°00'27" E	178.84'
L33	N 03°18'10" W	61.49'
L34	N 01°49'04" W	40.39'
L35	N 89°02'31" E	19.96'
L36	S 09°56'42" E	55.89'
L37	S 64°23'01" E	31.39'
L38	N 80°56'55" E	31.08'
L39	S 81°23'37" E	45.57'
L40	S 66°19'10" E	1079.59'
L41	N 26°06'29" E	49.81'
L42	S 66°32'46" E	95.55'
L43	N 63°53'36" E	62.33'
L44	S 65°11'52" E	124.89'
L45	S 25°37'33" W	52.50'
L46	N 64°03'05" W	124.66'
L47	S 63°53'36" W	62.33'
L48	N 66°24'09" W	97.80'
L49	N 45°09'03" W	226.55'
L50	N 58°57'01" W	51.08'
L51	N 06°55'35" E	74.24'
L52	S 63°52'07" E	51.02'
L53	S 27°25'25" W	5.51'
L54	S 06°38'24" W	73.18'
L55	S 61°10'37" E	328.04'
L56	N 31°48'09" E	68.93'

LINE TABLE

LINE	BEARING	DISTANCE
L57	S 62°53'25" E	219.56'
L58	S 36°04'38" W	47.55'
L59	N 85°15'50" W	21.29'
L60	S 35°55'54" W	164.22'
L61	N 60°45'57" W	56.59'
L62	N 32°00'47" E	78.97'
L63	N 60°27'03" W	65.94'
L64	N 37°10'42" E	377.59'
L65	N 43°16'07" W	133.85'
L66	N 29°29'28" E	316.77'
L67	N 34°51'57" W	160.63'
L68	N 52°49'19" E	720.54'
L69	S 54°44'45" E	846.75'
L70	S 35°15'15" W	955.35'
L71	S 58°24'56" E	37.79'
L72	S 35°29'54" W	18.60'
L73	N 55°46'59" W	30.54'
L74	S 37°29'21" W	436.85'
L75	S 48°18'58" E	64.13'
L76	S 17°48'01" W	56.18'
L77	S 59°52'52" W	74.01'
L78	S 02°12'58" E	59.16'
L79	S 77°44'48" W	177.07'
L80	N 07°04'53" W	215.60'
L81	N 54°29'39" E	99.39'
L82	N 54°43'31" W	606.59'

CURVE TABLE

CURVE	RADIUS	DELTA	DISTANCE
C1	175.00'	41°08'12"	125.65'
C2	100.00'	79°25'20"	138.62'
C3	55.00'	71°11'37"	68.34'
C4	105.00'	71°11'37"	130.47'
C5	150.00'	79°25'20"	207.93'
C6	125.00'	41°08'12"	89.75'
C7	105.00'	49°38'00"	90.96'
C8	85.00'	51°28'58"	76.38'
C9	35.00'	51°28'58"	31.45'
C10	155.00'	49°38'00"	134.27'
C11	60.00'	92°27'51"	96.83'

AUTHORIZATION  
74001643

BY —  
DR RLJS  
CH J6F9  
O.K. J6F9  
DATE 04/28/2022

**T.C.E. EXHIBIT "B"**  
CITY OF PETALUMA  
R-708-L-021G PETALUMA  
**PETALUMA, CALIFORNIA**

PACIFIC GAS AND ELECTRIC COMPANY  
San Francisco California



PROJ. NO.	AREA 7, NORTH COAST	
AREA	SONOMA	
COUNTY	N/A	
SCALE	1 OF 4	
SHEET NO.	DRAWING NUMBER	CHANGE
		2

**RANCHO PETALUMA**  
(T. 5 N., R. 7 W., SE 1/4 SEC. 35  
M.D.B.&M.)

LANDS OF  
SSCOP PROPERTIES, LLC  
APN: 005-280-034

SEE  
SHEET 3

PARCEL "A" PARCEL "D"

PARCEL "C" PARCEL "E"

SEE SHEET 4

30' PG&E GAS EASEMENT  
PARCEL 2, 1672 O.R. 621  
LD# 2405-07-0192

**LANDS OF  
CITY OF PETALUMA**  
PARCEL I, PARCEL II, PARCEL III  
2786 O.R. 446  
APN: 017-170-001

PARCEL "F" T.C.E.  
GROSS AREA  
= 1,347,291 SQ. FT.±  
NET AREA  
= 1,246,128 SQ. FT.±

PARCEL "B"  
T.C.E. AREA  
= 216,086 SQ. FT.±

NOT TO  
SCALE

NOT TO  
SCALE

CITY OF PETALUMA  
APN: 068-010-034

**LEGEND**

- SUBJECT PROPERTY LINE
- - - - - TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)
- EXISTING EASEMENT LINE
- PROPERTY BOUNDARY LINE
- POC - POINT OF COMMENCEMENT
- TPOB - TRUE POINT OF BEGINNING
- O.R. - OFFICIAL RECORDS
- APN - ASSESSOR'S PARCEL NUMBER
- R1 - RECORD DATA PER 494 M 7
- R2 - RECORD DATA PER 2786 O.R. 446
- B.O.B. - BASIS OF BEARINGS

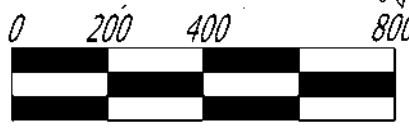
- PARCEL "F" T.C.E. AREA  
ENCUMBERED BY PROPOSED  
EASEMENT LD# 2404-07-10007  
AREA= 47,557 SQ. FT.

- PARCEL "F" T.C.E. AREA  
ENCUMBERED BY 30' PG&E GAS  
EASEMENT LD# 2405-07-0192  
AREA= 53,606 SQ. FT.

S37°10'42"W 50.05'  
S55°20'34"E 1685.52'  
N55°20'34"W 1683.46'

POINT "C"

PETALUMA RIVER



SCALE: 1" = 400'

AUTHORIZATION  
74001643

BY -  
DR RLJS  
CH J6F9  
O.K. J6F9  
DATE 04/28/2022

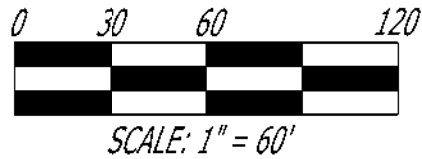
**T.C.E. EXHIBIT "B"**  
CITY OF PETALUMA  
R-708-L-021G PETALUMA  
**PETALUMA, CALIFORNIA**

PACIFIC GAS AND ELECTRIC COMPANY  
San Francisco California



PROJ. NO.	AREA 7, NORTH COAST
AREA	SONOMA
COUNTY	1 INCH = 400 FEET
SCALE	
SHEET NO.	2 OF 4
DRAWING NUMBER	CHANGE
	2

**RANCHO  
PETALUMA**  
(T. 5 N., R. 7 W., SE 1/4 SEC. 35  
M.D.B.&M.)



LANDS OF  
SSCOP PROPERTIES, LLC  
APN: 005-280-035

LANDS OF  
PARCEL "C"  
CITY OF PETALUMA

LANDS OF  
SSCOP PROPERTIES, LLC  
DOC. NO. 2015014870 O.R.  
APN: 005-290-011

LOT 8

37.5' SANITARY SEWER  
EASEMENT PER 494 M 7  
2651 O.R. 407

(S72°00'00"E)R2  
(N70°33'38"W)R1  
S70°37'52"E

(4.60 CHAINS)R2  
307.02'

POC

93.64'

TPOB

B.O.B.

L1

PARCEL "A"  
T.C.E. AREA  
= 9,154 SQ. FT. ±

POINT "A"

LANDS OF  
CITY OF PETALUMA  
PARCEL I, PARCEL II, PARCEL III  
2786 O.R. 446  
APN: 017-170-001

LANDS OF  
SSCOP PROPERTIES, LLC  
APN: 005-280-034

L35  
L36  
L37  
L38  
L39  
L40

L32  
L33  
L34

PARCEL "B"  
T.C.E. AREA  
= 216,086 SQ. FT. ±

L10  
L11  
L12

TPOB

L8

L9

POINT "B"

AUTHORIZATION  
74001643

BY —  
DR RLJS  
CH J6F9  
O.K. J6F9  
DATE 04/28/2022

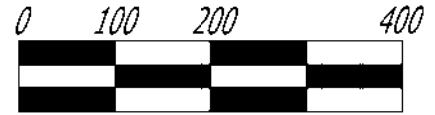
**T.C.E. EXHIBIT "B"**  
CITY OF PETALUMA  
R-708-L-021G PETALUMA  
**PETALUMA, CALIFORNIA**

PACIFIC GAS AND ELECTRIC COMPANY  
San Francisco California

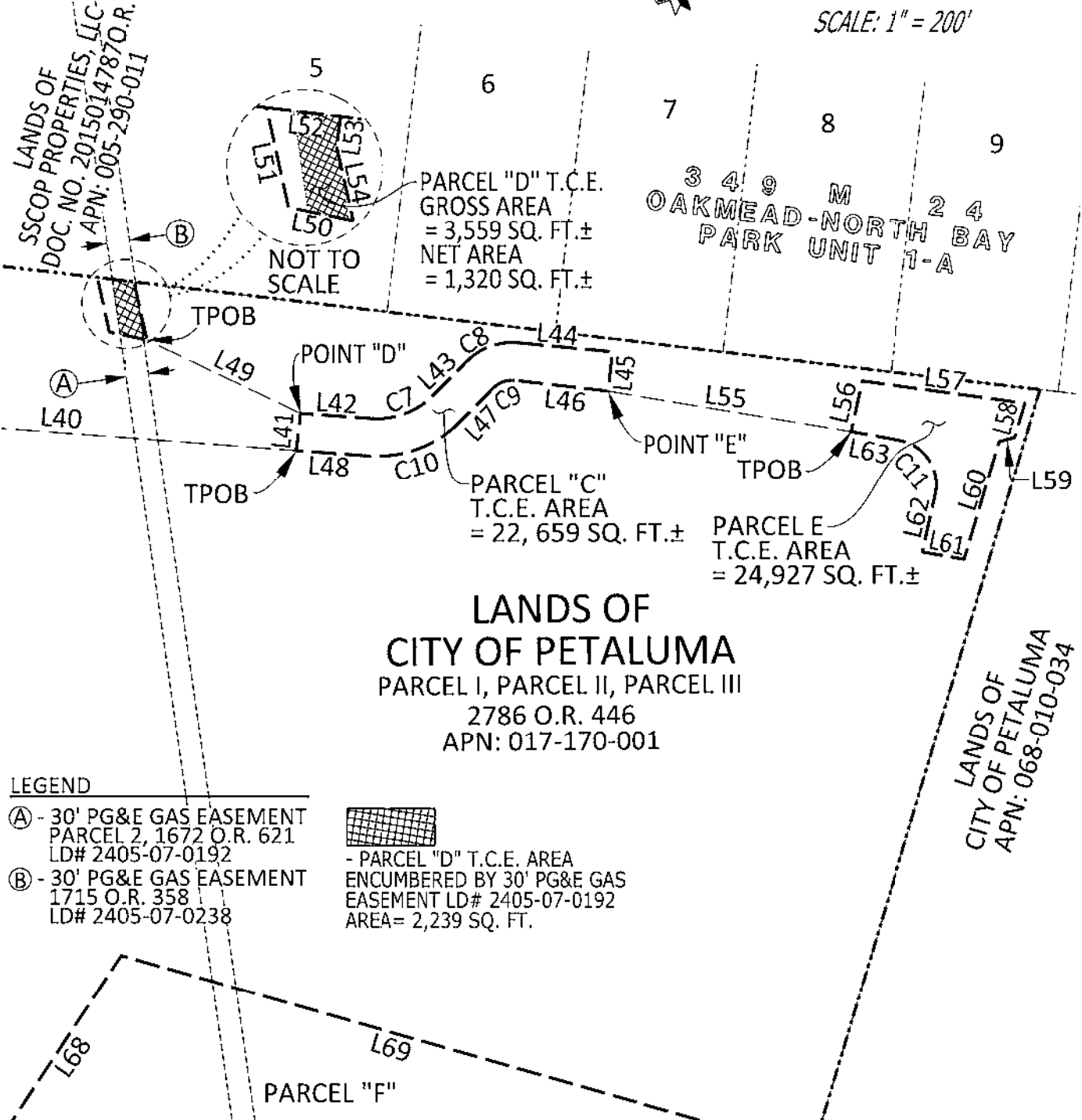


PROJ. NO.		
AREA	AREA 7, NORTH COAST	
COUNTY	SONOMA	
SCALE	1 INCH = 60 FEET	
SHEET NO.	3	OF 4
DRAWING NUMBER	N/A	
CHANGE	2	

**RANCHO  
PETALUMA  
(T. 4 N., R. 7 W., NE 1/4 OF NE 1/4  
SEC. 2  
M.D.B.&M.)**



SCALE: 1" = 200'



**LEGEND**

- (A) - 30' PG&E GAS EASEMENT  
PARCEL 2, 1672 O.R. 621  
LD# 2405-07-0192
- (B) - 30' PG&E GAS EASEMENT  
1715 O.R. 358  
LD# 2405-07-0238



- PARCEL "D" T.C.E. AREA  
ENCUMBERED BY 30' PG&E GAS  
EASEMENT LD# 2405-07-0192  
AREA= 2,239 SQ. FT.

AUTHORIZATION  
74001643

BY —  
DR RLJS  
CH J6F9  
O.K. J6F9  
DATE 04/28/2022

**T.C.E. EXHIBIT "B"**  
CITY OF PETALUMA  
R-708-L-021G PETALUMA  
**PETALUMA, CALIFORNIA**

PACIFIC GAS AND ELECTRIC COMPANY  
San Francisco California



PROJ. NO.	AREA 7, NORTH COAST
AREA	SONOMA
COUNTY	1 INCH = 200 FEET
SCALE	
SHEET NO.	4 OF 4
DRAWING NUMBER	CHANGE
N/A	2





## An Overview of the Eminent Domain Process and the Property Owner's Rights Under Eminent Domain Law

*(This is informational material. It is not intended to give a complete statement of the laws and regulations governing the acquisition of property for public use.)*

### 1. What is eminent domain?

Eminent domain is the power given to a government agency or a public utility to acquire property for public use. The power of eminent domain is balanced with the constitutional obligation to pay just compensation. A majority of acquisitions are settled by contract. However, if the owner and the acquiring entity cannot agree to the terms of the proposed acquisition, the acquiring entity may invoke the eminent domain process to avoid delaying the project. At any time during this process, the owner has the right to consult with and/or hire an attorney.

### 2. What is public use?

A public use is a use that promotes a public interest in relation to any legitimate government or public utility objective. Examples of public uses include acquisition of property for highway and street purposes, for school facilities, for a municipal airport and for electric power lines and gas pipelines and associated equipment and facilities.

### 3. What must the acquiring entity show to be able to acquire property for a proposed project?

The power of eminent domain may be exercised to acquire property for a proposed project if it is established that : (a) the public interest and necessity require the project; (b) the project is planned or located in the manner that will be most

compatible with the greatest public good and the least private injury; and (c) the property sought to be acquired is necessary for the project.

**4. What is just compensation?**

The measure of just compensation is fair market value. The fair market value of the property or property interest taken is defined as the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy, but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

**5. How is the fair market value of the property determined?**

The fair market value of the property will be determined by an independent appraiser. The appraiser will contact the owner and the owner will be given an opportunity to accompany the appraiser and provide relevant information to the appraiser about the property.

**6. What happens if the property owner incurs crop loss and/or damage to its property as a result of the project?**

The property owner is entitled to receive just compensation for crop loss and/or damage to its property as a result of the project. Generally, the value of crop loss is measured by taking the market value of the estimated crop and deducting marketing and production costs.

**7. What is a pre-condemnation offer?**

The acquiring entity shall establish an amount that it believes to be just compensation and shall make an offer to the owner to acquire the property or property interest for the full amount so established. The acquiring entity shall provide the

owner a written statement and a summary of the basis for the amount it established as just compensation. The amount shall not be less than the public entity's approved appraisal of the fair market value of the property. The written statement and summary shall contain detail sufficient to indicate clearly the basis for the offer.

**8. Can the owner obtain its own appraisal?**

Yes. An acquiring entity shall offer to pay the reasonable costs, not to exceed \$5,000, of an independent appraisal ordered by the owner of a property that an acquiring entity offers to purchase under the threat of eminent domain. The independent appraisal shall be conducted by an appraiser licensed by the Office of Real Estate Appraisers.

**9. What is a right of entry agreement?**

A right of entry agreement is an agreement between the acquiring entity and the owner which allows the acquiring entity to enter the property and construct the project while the parties continue to negotiate the amount of compensation and other terms of settlement.

**10. What happens if the parties do not enter into a right of entry agreement?**

The acquiring entity may file an eminent domain action to avoid delaying the project and will serve the owner with a copy of the summons and the complaint in eminent domain.

**11. What is an answer?**

An answer is the owner's written response to the eminent domain complaint and is filed with the court and served on the acquiring entity.

**12. What is a prejudgment possession order?**

After filing the complaint and depositing the probable amount of compensation, the acquiring entity may file with the court an ex-parte

application or a noticed motion for a prejudgment possession order. The owner may file an opposition or objection to the application or motion. If the court grants an application or motion for a prejudgment possession order, the acquiring entity may enter the property and construct the project while the parties continue to negotiate or litigate the amount of compensation.

**13. Can the owner withdraw the probable amount of compensation?**

Yes. At any time prior to entry of judgment, the owner may apply to the court for the withdrawal of all or any portion of the amount of probable compensation deposited.

**14. What happens if the parties do not reach a settlement on the amount of compensation?**

The court will conduct a trial to determine the amount of compensation. Each side will be given an opportunity to present evidence of value. A jury will determine the amount of compensation after being instructed as to the law by the judge. In cases where the parties choose not to have a jury, the judge will determine the amount of compensation.

**15. Who pays for the cost of trial?**

The acquiring entity will pay its own attorney and expert fees, legal costs and expenses. In addition, the acquiring entity will pay jury fees if applicable and will pay the owner recoverable costs allowed by law. The fee incurred by the owner for filing an Answer to the Complaint is an example of recoverable cost. Furthermore, if the judge determines that the acquiring entity's final settlement offer before trial was unreasonable and the owner's final settlement offer was reasonable in light of the evidence and the verdict, the acquiring entity will be required to pay the owner's attorney fees.