

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
6111 Bollinger Canyon Road, Mail Code BR1Y3A
San Ramon, CA 94583
Attention: Manager – Encroachment Management

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(APN: 307-011-014)
LD# 1404-01- _____

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this “**Agreement**”) is made and entered into this 7th day of June, 2017 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “**PG&E**”, and REDWOOD JUNIOR COLLEGE DISTRICT OF HUMBOLT, TRINITY AND MENDOCINO COUNTIES, hereinafter (collectively) called “**Owners**”.

RECITALS

A. Owners are the fee title owners of certain real property within the County of Humboldt, State of California, Assessor’s Parcel Number 307-011-014 (hereinafter, the “**Property**”) legally described in **Exhibit “A”** attached hereto and made a part hereof.

B. PG&E is the owner of that certain easement and right-of-way (the “**Easement**”) for gas transmission pipeline(s) and for all other purposes connected therewith, as set forth in the Grant of Easement dated October 22, 1952 and recorded in Volume 235 of Official Records at page 419, Humboldt County Records. The portion of the Property encumbered by the Easement is hereinafter referred to as the “**Easement Area**.” The Easement provides in part that “First party shall not erect, or construct, any building or other structure, or drill, or operate, any sort of well, within said strip of said premises”.

C. Owners have a bus stop shelter on the Property. A portion of this bus stop shelter and its roof overhang, including other improvements associated therewith (the "**Improvements**") are within the Easement Area, the construction of which violates the prohibition against buildings or other structures contained in the Easement. The portion of the Easement Area upon which the improvements were constructed (the "**Encroachment Area**") is shown on the map labeled **Exhibit "B"** attached hereto and made a part hereof.

D. PG&E has determined that the Improvements, constructed and incorporated herein by reference, do not interfere with the present full use of the Easement Areas by PG&E, and PG&E is therefore willing to agree to allow such encroachments on the Easement Areas on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owners and PG&E hereby agree as follows:

1. Consent to Encroachment. Notwithstanding the prohibition in the Easement, PG&E hereby consents to the encroachment of the Improvements onto the Easement Area by approximately 3.3 feet, in the manner and location as more specifically set forth in Exhibit "B" subject to the terms and conditions set forth herein. In addition, Owners shall have the right of ingress and egress over the Easement Area to obtain access to the Encroachment Area and the Improvements when necessary to fulfill Owners' obligations under this Agreement, in such areas as PG&E determines, in its sole and absolute discretion, will occasion the least practicable damage and inconvenience to PG&E, its facilities and operations.

2. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and Owners shall not commence any activity hereunder, unless and until the California Public Utilities Commission (the "CPUC") approves this Agreement by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC), and the terms and conditions of such CPUC approval are satisfactory to PG&E in its sole and absolute discretion. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC (Disposition Letter Advice Letter Decision) _____, in like manner as though said provisions were set forth in full herein.

3. Termination; Restoration. PG&E may terminate Owners' rights under this Agreement, at any time, upon ~~ninety (90)~~ ^{one hundred and eighty (180) ff} days written notice to the Owners, if PG&E, in its sole and absolute discretion, should determine that Owners' use of the Easement Area is inconsistent with PG&E's operational needs in the future, or in any way interferes with, impairs or otherwise impedes PG&E's full use of facilities installed or that may be installed by PG&E in the vicinity of the Easement Area. Upon such termination, Owners, at Owners' sole cost and expense, shall remove all Improvements that encroach upon the Easement Area and shall repair and restore the Easement Area as nearly as possible to the condition that existed prior to the construction of said Improvements. Owners shall pay the entire cost of such removal and restoration, and PG&E shall have no liability for any costs caused by or related to any such termination. If Owners fail to remove all Improvements that encroach onto the Easement Area or fail to repair or restore the Property within said ~~ninety (90)~~ ^{one hundred and eighty (180) ff} day

period, PG&E may perform such removal, repair or restoration as necessary and recover such costs and expenses therefore from Owners. Owners agree to allow access to PG&E onto the Property for such purpose, and Owners shall pay all such costs and expenses within ~~ten~~ ^{thirty (30)} (10) days of receipt of an invoice therefore. Owners further acknowledge that PG&E's termination right shall not be affected by any Improvements that Owners have made to the Easement Area, regardless of the nature or extent of those Improvements. Owners understand and agree that notwithstanding that Owners may have made a substantial investment in such improvements, Owners shall not be entitled to any compensation whatsoever for the termination of Owners' rights under this Agreement by PG&E. (Owners to initial here _____, _____).

4. Indemnification; Release.

(a) Indemnification. Owners shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries and affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "Indemnitee" and collectively, "Indemnitees") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "Claims"), which arise from or are in any way connected with the occupancy or use of the Easement Area by Owners or Owners' contractors, agents, or invitees, or the exercise by Owners of its rights hereunder, or the performance of, or failure to perform, Owners' duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of PG&E; (2) injury to property or other interest of PG&E, Owners or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all legal requirements relating to human health or the environment, and including any liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnitee, any Claim arising from the sole, active negligence or willful misconduct of such Indemnitee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Owners are obligated to indemnify or provide a defense hereunder, Owners upon written notice from PG&E shall defend such action or proceeding at Owners' sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Release. Owners accept all risk relating to its occupancy and use of the Easement Area. PG&E shall not be liable to Owners for, and Owners hereby waive, release, exonerate, discharge and covenant not to sue PG&E and the other Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to any occurrence on or about the Easement Area, the condition of Easement Area, the use or occupancy of the Easement Area by Owners, or PG&E's operation and maintenance of PG&E's facilities in the vicinity of the Easement Area, except in the case of any Indemnitee, any injury, damage, or loss arising from the sole, active negligence or willful misconduct of such Indemnitee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

"PG&E"

"Owners"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

REDWOOD JUNIOR COLLEGE DISTRICT
OF HUMBOLT, TRINITY AND
MENDOCINO COUNTIES

Joe Echols
Manager, Special Projects

By: LEE LINDSEY

Its: Vice President, Administrative Services

5. Compliance with Laws. Owners shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, with the conditions of any permit, relating to Owners' use or occupancy of the Easement Area.

6. Alterations. Except for the Improvements authorized pursuant to this Agreement, Owners shall not construct any additional buildings or structures on the Easement Area, nor shall Owners make any alteration, addition or improvement to the Easement Area that would increase the Encroachment Area, either horizontally or vertically.

7. Damage or Destruction. In the event that the Improvements which encroach onto the Easement Area shall be destroyed or demolished, Owners shall not rebuild the Improvements on any part of the Easement Area except pursuant to plans and specifications approved by PG&E.

8. Condition of Easement Area. Owners accept the Encroachment Area and the Easement Area in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Easement Area. Owners understand that numerous hazards, environmental or otherwise, may be located in, on, or underlying the Easement Area, and that hazardous materials may be used in connection with PG&E facilities that may be operated in the Easement Area, and agrees that entry onto the Easement Area is at Owners' sole risk and expense.

9. Maintenance. Owners shall be responsible for the maintenance of the Improvements in good condition and repair, and Owners shall coordinate all activities regarding the maintenance of the Improvements to reasonably minimize any interference with the use by PG&E of the Easement Area, and Owners shall conduct its activities in such a manner so as not to endanger the Easement, the environment and human health and safety. Owners shall be responsible for remediation of any hazardous materials release caused by Owners, and to clean and remove debris and/or promptly repair any damages to the Easement Area following any entry or activity by Owners, returning the Easement Area to a like or better condition.

10. Reserved Rights. PG&E reserves the right to use the Easement Area for such purposes as it may deem necessary or appropriate if, and whenever, in the interest of its service to its patrons or consumers or the public, it shall appear necessary or desirable to do so. Furthermore, PG&E reserves the right to restrict access to the Easement Area if emergency repairs or maintenance are required to PG&E facilities in the vicinity of the Easement Area.

11. Notice. Any notices or communications hereunder shall be in writing and shall be personally delivered or sent by first class mail, certified or registered, postage prepaid, or sent by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at its address or addresses listed below, or to such other address or addresses for a party as such party may from time to time designate by notice given to the other party. Notices shall be deemed received, if sent by personal delivery upon actual receipt by the party being sent the notice, or on the expiration of three (3) business days after the date of mailing, or on the following business day if sent by overnight courier

If to PG&E:

Manager, Encroachment Management
Pacific Gas and Electric Company
6111 Bollinger Canyon Road, Mail Code BR1Y3A
San Ramon, California 94583

With a copy to:

Pacific Gas and Electric Company
P.O. Box 7442, Mail Code B3OA
San Francisco, California 94120
Attention: Grant Guerra

If to Owners:

~~Redwoods Junior College PI~~ *Community College District*
~~c/o Steven Roper/Garry Patrick~~ *Vice President, Administrative Services* *ff*
7351 Tompkins Hill Road
Eureka, California 95501 *-9300*

12. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California. *The venue shall be in the Superior court of the county of Humboldt, and no other place.*

13. Entire Agreement. This Agreement and the Grant of Easement, supersede all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended except by a written agreement executed by the parties.

14. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns (subject to the provisions of Section 15 below). No assignment or delegation by Owners, whether by operation of law or otherwise, shall relieve Owners of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of Owners hereunder shall run with the land.

15. Assignment. This Agreement and the rights of Owners hereunder are appurtenant to the Property presently owned by Owners and may not be separately assigned, transferred, conveyed or encumbered. Any purported assignment, transfer, conveyance or encumbrance violating the foregoing condition shall be void and of no effect.

16. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment.

17. Survival of Obligations. Owners' obligations under Sections 3 and 4 of this Agreement, and all representations, warranties, indemnities or other provisions which by their nature survive termination shall survive the exercise of PG&E's termination rights pursuant to Section 3 of this Agreement.

18. No Waiver. No waiver with respect to any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. No waiver of any provision of this Agreement by a party shall be construed as a waiver of any subsequent breach or failure of the same term or condition, or as a waiver of any other provision of this Agreement.

19. Captions. The captions in this Agreement are for reference only and shall in no way define or interpret any provision hereof.

20. Counterparts. This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

21. Recording. Owners hereby consent and agree to the recording by PG&E of this Agreement against the Property. Owners agree to sign any additional documents reasonably required to complete such recording.

22. Ratification of Grant of Easement. Except as modified by this Agreement in regard to the Easement Area, all of the terms, conditions and provisions of the Grant of Easement shall remain in full force and effect and are hereby ratified and confirmed. To the extent the terms of the Easement are inconsistent with this Agreement, the terms of this Agreement shall control.

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

State of California
County of _____)

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

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

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

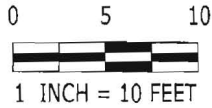
EXHIBIT "A"
LEGAL DESCRIPTION

THE PARCEL OF LAND DESCRIBED IN THE QUITCLAIM DEED FROM ELSIE E. HOLGERSEN, FORMERLY KNOWN AS ELSIE E. CLONEY, A WIDOW TO REDWOOD JUNIOR COLLEGE DISTRICT OF HUMBOLDT, TRINITY AND MENDOCINO COUNTIES, DATED JANUARY 31, 1966 AND RECORDED IN BOOK 877 AT PAGE 201, OFFICIAL RECORDS OF HUMBOLDT COUNTY, CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:





THE SOUTHWEST QUARTER OF SECTION 28 IN TOWNSHIP 4 NORTH RANGE 1 WEST, HUMBOLDT MERIDIAN, EXCEPTING THEREFROM A STRIP OF LAND, 20 FEET WIDE, OFF THE SOUTH SIDE THEREOF RUNNING FROM THE SOUTHWEST CORNER 81 RODS IN AN EASTERLY DIRECTION TO A POINT 1 ROD EAST OF THE NORTHWEST CORNER OF C.C. MITCHELL PARCEL, AS DESCRIBED IN BOOK 98 OF DEEDS, PAGE 613, RECORDED ON APRIL 25, 1907, HUMBOLDT COUNTY RECORDER.

APN: 307-011-014

T. 4 N., R. 1 W., H.M.
SECTION 28

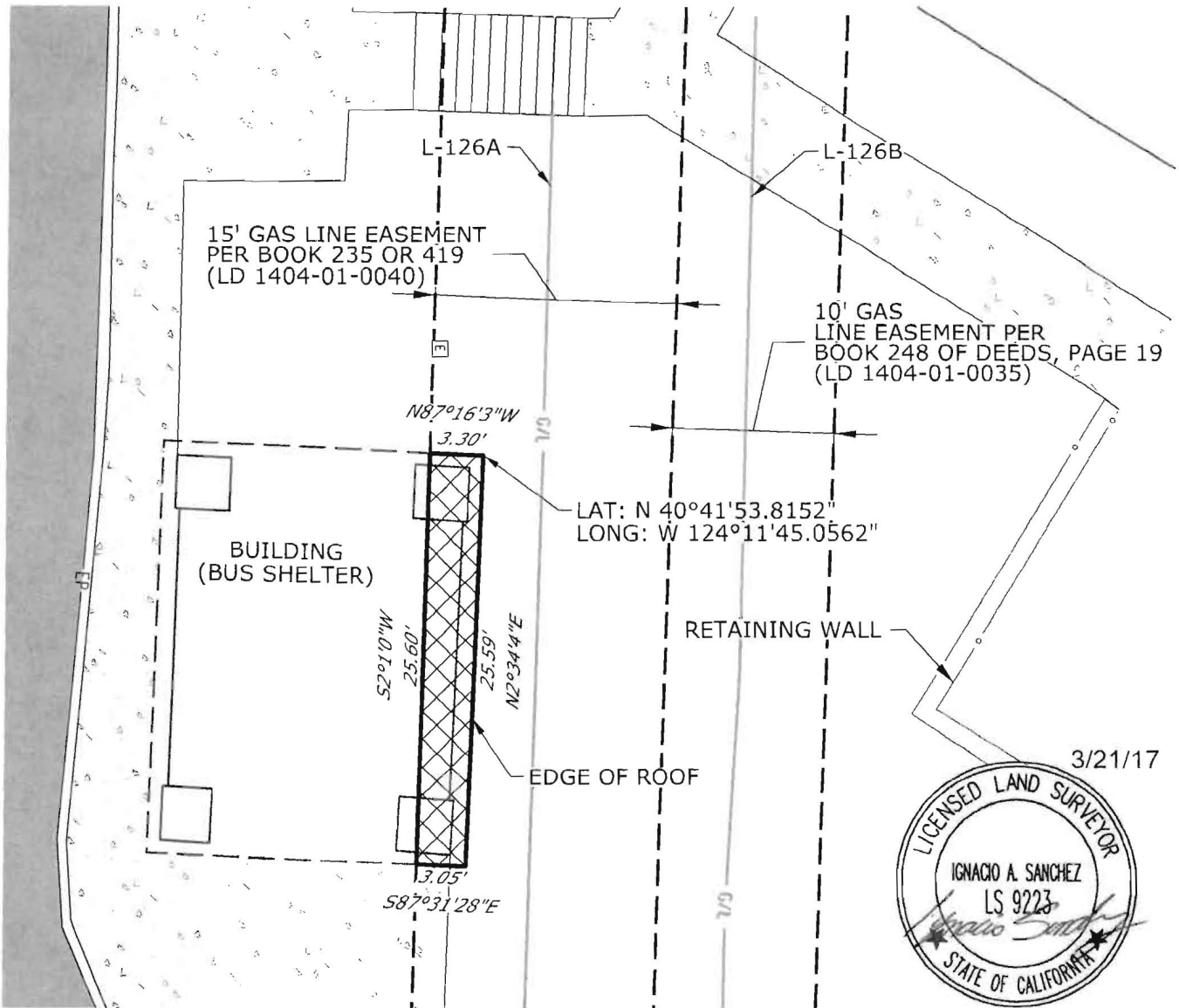


LEGEND

-  EASEMENT LINE
-  GAS LINE
-  CONCRETE PAVEMENT
-  ENCROACHMENT AREA 81 SQFT±

APN 307-011-014

**REDWOOD JUNIOR COLLEGE DISTRICT OF
HUMBOLDT, TRINITY AND MENDOCINO COUNTIES**
DOC. 1966-877-201



AUTHORIZATION
8176244
BY I. SANCHEZ
DR I. SANCHEZ
CH S. WILSON
O.K. S. WILSON
DATE 01/31/2017

EXHIBIT "B"
LINE 126A & B
7351 TOMPKINS HILL ROAD
LOLETA, CALIFORNIA
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



PROJ. NO.	RW_C_4715_16	
AREA	NORTHCOAST	
COUNTY	HUMBOLDT	
SCALE	1"=10'	
SHEET NO.	1	OF 1
DRAWING NUMBER	ENA-0123	CHANGE