

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

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

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**LD 2405-04-1587**

**EASEMENT DEED**

2007006 (22-04-195) 1 16 4

Line 21A - MP 14.65

Replace Tap Valve Soscol Ferry Road (Napa County)

NAPA SANITATION DISTRICT, a California special district,

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, the receipt whereof is hereby acknowledged, hereby grants to PG&E the right from time to time, to excavate for, install, replace (of the initial or any other size), maintain and use such pipe lines as PG&E shall from time to time elect for conveying gas, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipe lines, and such underground wires, cables, conduits, appliances, fixtures and appurtenances, as PG&E shall from time to time elect for communication purposes, together with adequate protection therefor, and also a right of way, within the hereinafter described easement area lying within Grantor's lands which are situated in the unincorporated area of the County of Napa, State of California, and are described as follows:

(APN 057-010-010, -038)

The parcel of land bounded (a) on the easterly side by a course in the general northeasterly boundary line of the parcel of land conveyed in the final order of condemnation, wherein Napa Sanitation District is plaintiff, dated September 20, 1982 and recorded in Book 1255 of Official Records at page 117, Napa County Records, and therein designated FIRST, which course according to the description of said parcel of land designated FIRST contained in said final order of condemnation dated September 20, 1982 has a bearing of South 16°30' West and a length of 23.50 chains; (b) on the southerly side by the southerly boundary line of the strip of land described in the deed from Theodore Somky and Mary Somky, husband and wife, to Pacific Gas and Electric Company dated March 6, 1969 and recorded in Book 805 of Official Records at page 452, Napa County Records; (c) on the westerly side by the easterly bank

of the Napa River; and (d) on the northerly side by the northerly boundary line of the parcel of land conveyed by Basalt Rock Company, Inc., to Napa Sanitation District Napa County California, by deed dated January 26, 1977 and recorded in Book 1023 of Official Records at page 747, Napa County Records, and by the northerly boundary line of the parcel of land designated FIRST in said final order of condemnation dated September 20, 1982; EXCEPTING THEREFROM the portion thereof lying within the boundary lines of the Union Pacific Railroad Company right-of-way running from Vallejo to Napa.

The aforesaid easement area is described as follows:

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

Grantor further grants to PG&E:

(a) the right of ingress to and egress from said 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 said easement area by any public road or highway, now crossing or hereafter crossing said lands, Grantor agrees that PG&E shall have access to said lands for the purpose of installing and maintaining facilities during the hours of 7AM – 4PM, Monday – Friday, except Grantor holidays; for emergency access purposes, PG&E shall contact Grantor's operator at a contact number provided by Grantor when PG&E finds it necessary to access said lands from 4PM – 7AM or on weekends or holidays;

(b) the right from time to time to trim and to cut down and clear away or otherwise destroy any and all trees and brush now or hereafter on said easement area and to trim and to cut down and clear away any trees on either side of said easement area which now or hereafter in the opinion of PG&E may be a hazard to the facilities installed hereunder by reason of the danger of falling thereon, or may interfere with the exercise of PG&E's rights hereunder; provided, however, that all trees which PG&E is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Grantor, but all branches, brush, and refuse wood shall be burned, removed, or chipped and scattered by PG&E;

(c) the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the installation and replacement of said facilities;

(d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said easement area upon approval of Grantor and said gate shall be secured at all times to the satisfaction of the Grantor; and

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

PG&E hereby covenants and agrees:

- (1) not to fence said easement area;
- (2) to promptly backfill and compact any excavations made by it on said easement area and repair any damage it shall do to Grantor's private roads or lanes on said lands; and
- (3) to indemnify Grantor 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 Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use said easement area for purposes which will not interfere with PG&E's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground cover over said facilities, or construct any fences that will interfere with the maintenance and operation of said facilities.

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\_\_\_\_.

NAPA SANITATION DISTRICT

By \_\_\_\_\_

By \_\_\_\_\_

Area 7, Redwood Region, North Bay Division  
Land Service Office: GO  
Operating Department: Gas Transmission  
T5N, R4W, MDM  
Sec 34, S2 of NE4,  
PG&E Drawing Number: Z-0760, L-9075, L-0984  
AF: 2405-04-1588, 2405-04-0059  
RE: 2405-04-1004, 2405-04-0868  
TYPE OF INTEREST: 5, 6, 52  
Order #: 7053647  
JCN: 22-04-195  
County: Napa  
Prepared By: TEP  
Checked By: PXGE *PJG*  
Approved By: MJG6 *HA*

**LD 2405-04-1587**

2007006 (22-04-195) 1 16 5

Line 21A – MP 14.65

Tap Valve Replacement at Soscol Ferry Road

## **EXHIBIT “A”**

(APN 057-010-010, -038)

The strip of land situate in the unincorporated area of the County of Napa, State of California, described as follows:

A strip of land of the uniform width of 20 feet extending from the westerly boundary line of the strip of land described in the deed from Marie A. Somky to Pacific Gas and Electric Company dated September 20, 1976, and recorded in Book 1012 of Official Records at page 153, Napa County Records, northwesterly and southwesterly to the northeasterly boundary line of the strip of land described in the deed from Theodore Somky and Mary Somky, husband and wife, to Pacific Gas and Electric Company dated March 6, 1969, and recorded in Book 805 of Official Records at page 452, Napa County Records, and lying 10 feet on each side of the line described as follows:

BEGINNING at a point on said westerly boundary line and running thence

(1) north 67°31'16" west approximately 136 feet

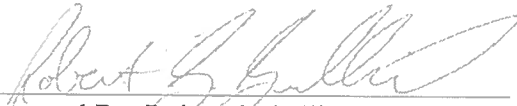
to a point which bears north 82°45'12" west 162.47 feet distant from the found  $\frac{3}{4}$  inch iron pipe tagged LS 3552 shown upon the Record of Survey filed for record March 21, 1983, in Book 23 of Survey Maps at page 13, Napa County Records, as marking the easterly terminus of a course shown upon said Record of Survey, which course has a bearing of N 73°44'41" W and a length of 188.52 feet; thence

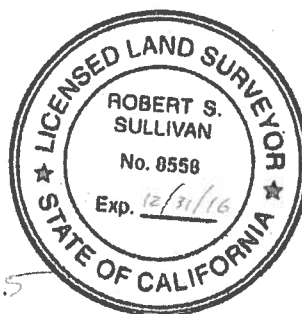
(2) southwesterly on a non-tangent curve to the left with a radius of 400.00 feet, through a central angle of 34°31'15" and tangent at the northeasterly terminus thereof to a line which has a bearing of south 70°10'54" west, an arc distance of 241.00 feet; thence

(3) south 28°02'42" west approximately 33 feet

to a point on said northeasterly boundary line; EXCEPTING THEREFROM the portion thereof lying within the boundary lines of the Union Pacific Railroad Company right-of-way running from Vallejo to Napa, being portions of (i) the parcel of land described and designated Parcel 2 in the final order of condemnation, wherein Napa Sanitation District, Napa County, California, is plaintiff, dated September 13, 1972, and recorded in Book 888 of Official Records at page 662, Napa County Records, and (ii) the parcel of land conveyed in the final order of condemnation, wherein Napa Sanitation District is plaintiff, dated September 20, 1982, and recorded in Book 1255 of Official Records at page 117, Napa County Records, and therein designated FIRST.

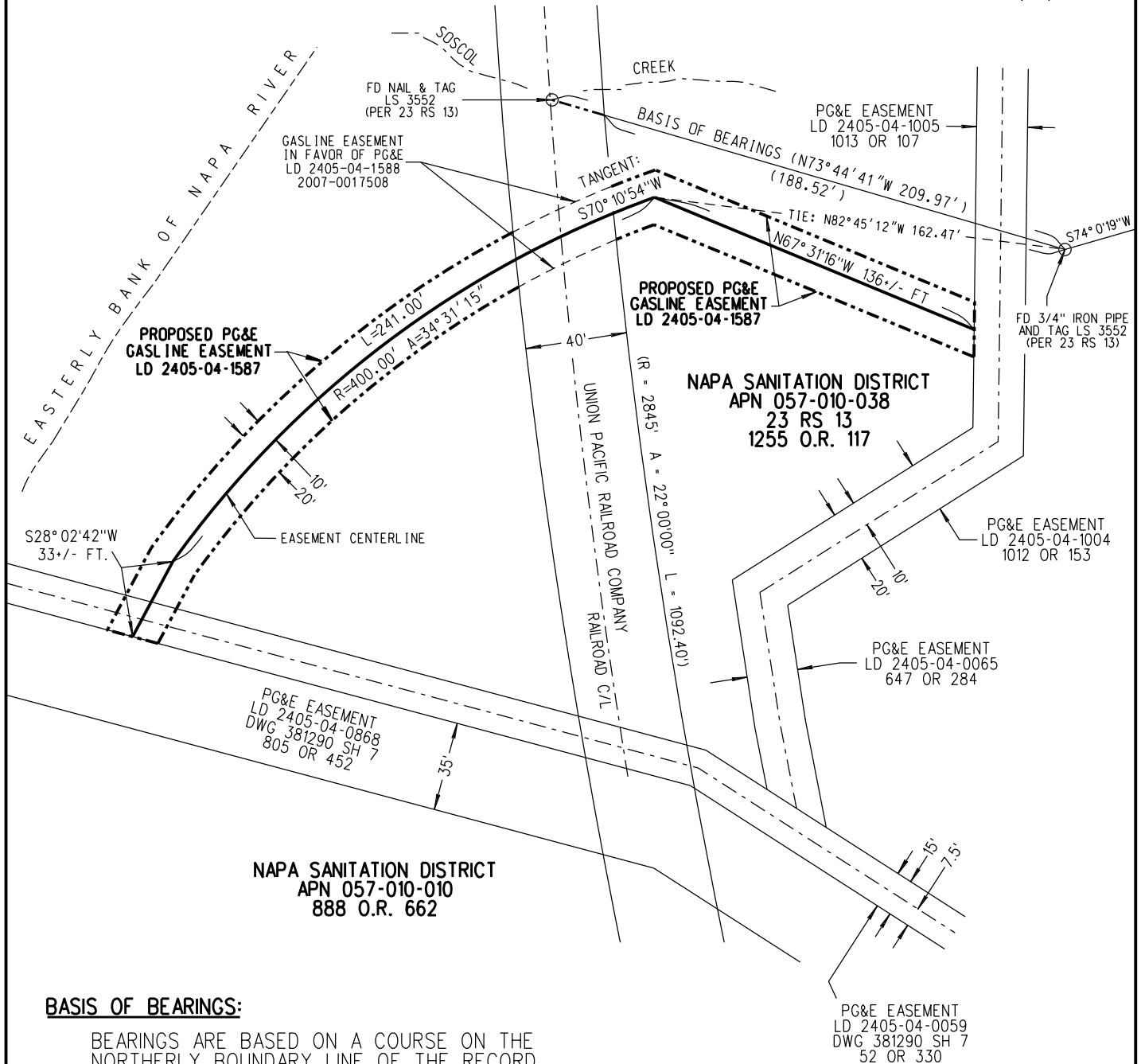
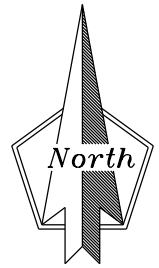
The foregoing description is based on a survey made by Pacific Gas and Electric Company in October 2006. Bearings are based on the course shown upon said Record of Survey which has a bearing of N 73°44'41" W and a length of 188.52 feet.

  
Prepared By: Robert S. Sullivan PLS 8558



12-4-15

(T.5N R.4W M.D.B.&M.)  
(S2 OF NE4 OF SECTION 34)



# **BASIS OF BEARINGS:**

BEARINGS ARE BASED ON A COURSE ON THE  
NORTHERLY BOUNDARY LINE OF THE RECORD  
OF SURVEY RECORDED IN 23 RS 13 HAVING  
A BEARING OF N 73°44'41" W.

**AUTHORIZATION**  
7053647

BY W. PARSONS  
DR VENTURA/BA  
CH P. GEISINGER  
O.K. S. HULICK  
DATE 2-9-2007

**LINE 21A - MP 14.65**  
**REPLACE TAP VALVE**  
**SOSCOT FERRY ROAD**

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



JCN	22-04-195
AREA	S. COAST
COUNTY	NAPA
SCALE	1" = 60'
SHEET NO.	1 OF 1
DRAWING NUMBER	L-9025
CHANGE	2