



RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement (“**Agreement**”) is entered into as of _____, 2024 (“**Effective Date**”) by and between Pacific Gas and Electric Company, a California corporation, (“**PG&E**”) and Pliocene Community Service District (“**Owner**”).

WHEREAS, PG&E is undertaking the 35374204_CWSP - ALLEGHANY 1102CB SIERRA PH 1.1 System Hardening Project (“**Project**”) to ensure the safety and reliability of PG&E’s electric grid;

WHEREAS, Owner is in possession of certain real property identified as APN 004-240-023, 105 The Plz, Alleghany, Sierra County (“**Property**”);

WHEREAS, PG&E desires to construct electric and communication infrastructure (“**Facility**”) on the Property in connection with the Project (Facility is hereby incorporated and included within the defined term of Project);

WHEREAS, PG&E desires to enter upon the Property in order to begin construction of the Project prior to obtaining the formal easement rights from Owner with respect to the Property;

NOW, THEREFORE, the parties agree as follows:

- 1. Right of Entry:** Owner hereby grants to PG&E the right to enter upon the Property and the irrevocable right to possession and use of the area shown on Exhibit A (the “**Right of Entry Area**”) for the purpose of pre-construction activities, Project surveys, vegetation management, construction, operation and maintenance of the Project, subject to the terms and conditions of the Easement (no signed easement at this point) and this Agreement.
- 2. Easement:** PG&E agrees to contact the Owner within 90 days after construction is completed to secure an easement (“**Easement**”), if necessary, across the Property owned by the Owner. Both parties agree to negotiate in good faith to finalize the Easement in a form substantially similar to Exhibit B attached hereto.
- 3. Consideration:** PG&E will pay the sum of \$ _____ to Owner upon the signing of this Agreement. This sum will be credited against the amount ultimately due to Owner for the Easement and any property damage or other loss.
- 4. Construction of Project:** Owner consents to the construction, operation and maintenance of the Project on the Property and PG&E shall construct the Project at PG&E’s sole

cost and expense. PG&E shall comply with all applicable laws and regulations in connection with its entry onto the Property and construction, operation and maintenance of the Project.

5. **Reservation of Right to File Suit:** The parties understand and agree that if for any reason the parties are unable to reach agreement on the Easement or the compensation amount to be paid for the Easement, PG&E expressly reserves the right to bring an action in the Superior Court of the State of California, County of Sierra, pursuant to the requirements set forth in the eminent domain statutes of the State of California, for the acquisition of the Easement for the Project.

6. **Restoration of Property:** PG&E shall restore the Property as nearly as practicable to its condition prior to PG&E's construction work associated with the Project.

7. **Indemnity:** PG&E agrees to indemnify 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 Owner's comparative negligence or willful misconduct.

8. **Successors, Assigns and Notices to Others:** Owner understands that this Agreement must be disclosed to any prospective buyer or tenant of the Property and that this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

9. **Counterparts:** This Agreement may be executed in one or more counterparts, and all of the counterparts shall constitute one and the same Agreement, notwithstanding that all parties hereto are not signatory to the same or original counterpart.

10. **Integration:** 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 herein. All prior and contemporaneous agreements and representations are superseded.

11. **Warranty of Authority:** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to execute this Agreement, without the consent or approval of any other person or entity.

12. **Electronic Signature:** 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 original for purposes of this Agreement and shall have the same force and effect as a manually executed original.

13. **Acceptance of Terms:** Signatures of the parties on this Agreement shall constitute mutual acceptance of all the terms and conditions of the Agreement.

“PG&E”

“Owner”

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

PLIOCENE COMMUNITY SERVICE
DISTRICT

By: _____

By: _____

Name: _____

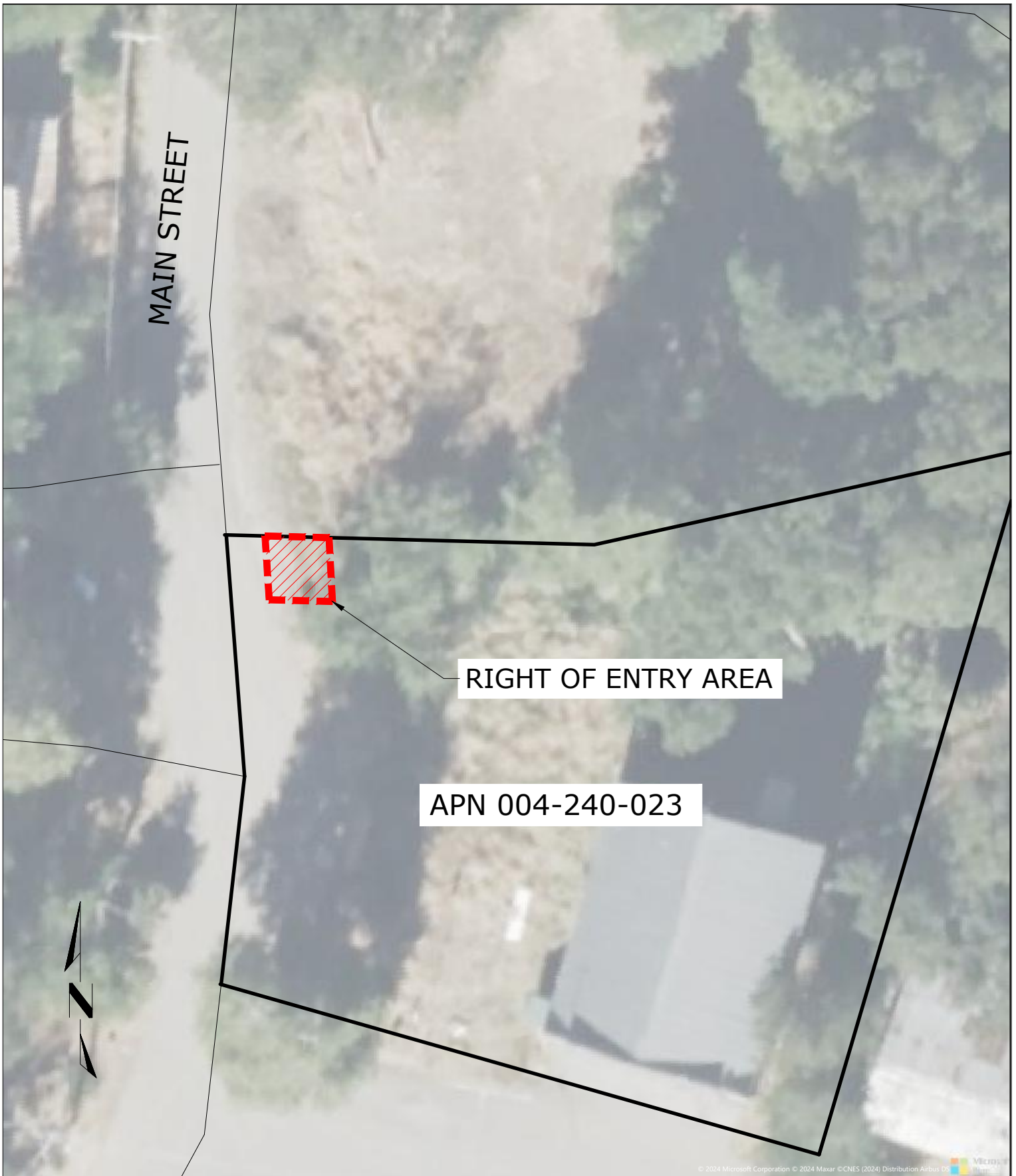
Name: _____

Title: _____

Title: _____


Date: _____

Date: _____



AUTHORIZATION 35374204	
DR	VSL2
CH	TST2
DATE 10/3/2024	

EXHIBIT "A"
 Right of Entry Agreement with Pliocene Community Service District
 APN 004-240-023
 105 The Plz, Alleghany, CA
 35374204_CWSP - ALLEGHANY 1102CB SIERRA PH 1.1
PACIFIC GAS AND ELECTRIC COMPANY
 Oakland California



COUNTY	SIERRA
SCALE	1" = 20'
SHEET NO.	1 OF 1
DRAWING NUMBER L-19-10-34	

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

EXHIBIT B

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#

EASEMENT DEED

NAME OF GRANTOR(S),

Hereinafter (*collectively*) called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, install, replace (of initial or any other size), remove, maintain, inspect and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the unincorporated area of the County of Shasta, State of California, described as follows:

(APN _____)

INSERT LANDS DESCRIPTION

The facilities and easement area are described as follows:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the transmission and distribution of electric energy and for communication purposes located within the **parcel(s)** of land described below and **outlined by heavy dashed lines as** shown upon Grantee's Drawing labeled Exhibit "A" attached hereto and made a part hereof:

INSERT BASIS OF DESCRIPTION IF SURVEYED BY PG&E OTHERWISE REMOVE

The foregoing description(s) is/are based on a survey made by Grantee in (month and year). The bearings used are based on (a course in a deed or recorded map/etc.).

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall

have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor also grants to Grantee the right to excavate, grade, and level the ground, including the right to construct, reconstruct, replace (of initial size or any other size), remove, maintain, and inspect walls to maintain the graded slopes around transformers and utility boxes for the protection of Grantee's public utility facilities located within the easement area, together with the right to construct and maintain drainage facilities and other appurtenances in connection with the walls.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to appportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

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: _____, _____.

<Do not sign, for exhibit purposes only>

Name of Grantor

<Do not sign, for exhibit purposes only>

Name of Grantor

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, _____^{Insert name} Notary Public,
personally appeared _____
<Do not notarize this document; for exhibit purposes only>

_____ 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.

<Do not notarize this document; for exhibit purposes only>

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 _____