

AV



RECORDING REQUESTED BY AND RETURN TO:

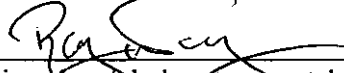
PACIFIC GAS AND ELECTRIC COMPANY
Land Services Office
2730 Gateway Oaks Dr., Ste. 220
Sacramento, Ca. 95833

YOLO Recorder's Office
Freddie Oakley, County Recorder
DOC- 2010-0028499-00

Check Number 223
REQD BY DENISE E SAND
Wednesday, OCT 06, 2010 09:36:00
Ttl Pd \$29.00 Nbr-0000896044
ECF/X7/1-6

Location: City/Uninc Davis
Recording Fee \$ 29.00
Document Transfer Tax \$ 0

- 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 2108-02-08883

EASEMENT DEED

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation,

hereinafter called first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, 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 first party situate in the county of Yolo, state of California, described as follows:

(APN 036-170-10)

The parcel of land situate in the northwest quarter of the northwest quarter of Section 16, Township 8 North, Range 2 East, M.D.B.& M. described in the deed from M. V. Sparks to The Regents of the University of California, a California corporation, dated March 18, 1905 and recorded in Book 68 of Official Records at Page 335, Yolo County Records.

Said facilities shall consist of:

STRIP 1:

Such poles, aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cables, fixtures, and appurtenances, as second party deems necessary for the distribution of electric energy and communication purposes located within the strip of land of uniform width of 30 feet, the center line of which is delineated by the heavy dashed lines shown upon the print of second party's Drawing No. SA-219 attached hereto as Exhibit "A" and made a part hereof.

STRIP 2:

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 second party deems necessary for the distribution of electric energy and communication

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purposes located within the strip of land of the uniform width of 15 feet, the center line of which is delineated by the heavy dashed line shown upon the print of second party's Drawing No. SA-219 attached hereto as Exhibit "A" and made a part hereof

1. The foregoing description is based on a survey made by second party in August 2010. The bearings used in the foregoing description are based on the Monuments found as shown upon the map filed for record February 24, 1988 in Book 12 of Record of Survey at Page 50, Yolo County Records.

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

3. This easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the easement area, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the first party with respect to the easement or the easement area.

4. Second party shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at second party's sole cost and expense.

5. Second party shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substance on the easement area or on any property of first party adjacent to the easement area.

6. The first party may relocate the easement area if in the opinion of first party it unreasonably interferes with the present or future use by first party of first party's land. The first party shall provide to the second party a substitute easement area reasonably suited to second party's needs, and shall reimburse second party for all costs reasonably incurred by second party to effect the relocation.

7. Second party shall not materially interfere with the use by and operation and activities of the first party on its property, and second party shall use such routes and follow such procedures on first party's property as result in the least practical damage and inconvenience to first party.

8. In the event second party shall make any excavation or related work on said lands pursuant to this grant or otherwise damage first party's lands, second party shall restore said lands as nearly as practicable to their condition prior to such work including, without limiting the generality of the foregoing pavement, sidewalks, lawns and shrubs.

9. This easement is granted on the express condition that first party is to be free from all liability by reason of injury or death to persons or injury to property arising out of any willful misconduct or negligent act or omission of second party, its contractors', agents', officers', members', employees', invitees', or licensees', including any liability for injury or death to the person or property of second party, its contractors, agents, officers, members, employees, invitees, or licensees, provided, however, that this condition shall not extend to that portion of such loss or damage that shall have been caused by first party's comparative negligence or willful misconduct. Second party hereby covenants and agrees to defend and shall indemnify first party, its officers, employees, and agents, and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused by any willful misconduct or negligent act or omission by second party, except to the extent such losses are caused by the willful misconduct or negligent acts or omissions of first party.

10. First party may terminate this easement and all of its rights granted herein any time after twelve (12) months of continuous non-use of the easement by second party. In the event of such termination, the easement shall be quitclaimed from second party to first party, without expense to first party, and any and all interest in first party's land conveyed in this easement shall automatically revert to first party or its assigns and successors, without the necessity of any further actions to effect said reversion.

11. Second party alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against second party's interest in the easement area or against first party's property as a result of the easement herein granted. Second party shall not cause liens of any kind to be placed against the easement or first party's property.

12. First party shall not erect or construct any building or other structure or drill or operate any well within said easement area.

13. First party further grants to second party the right, from time to time, to trim or to cut down 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 second party may interfere with or be a hazard to the facilities installed hereunder, or as second party deems necessary to comply with applicable state or federal regulations.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: 9/24, 2006

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation,

By Karl M. Hutz

Name: KARL HUTZ

Title: ASSISTANT VICE CHANCELLOR

APPROVED AS TO FORM
James D. Applegate
JAMES D. APPLEGATE
REGENT, UNIVERSITY OF CALIFORNIA

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,

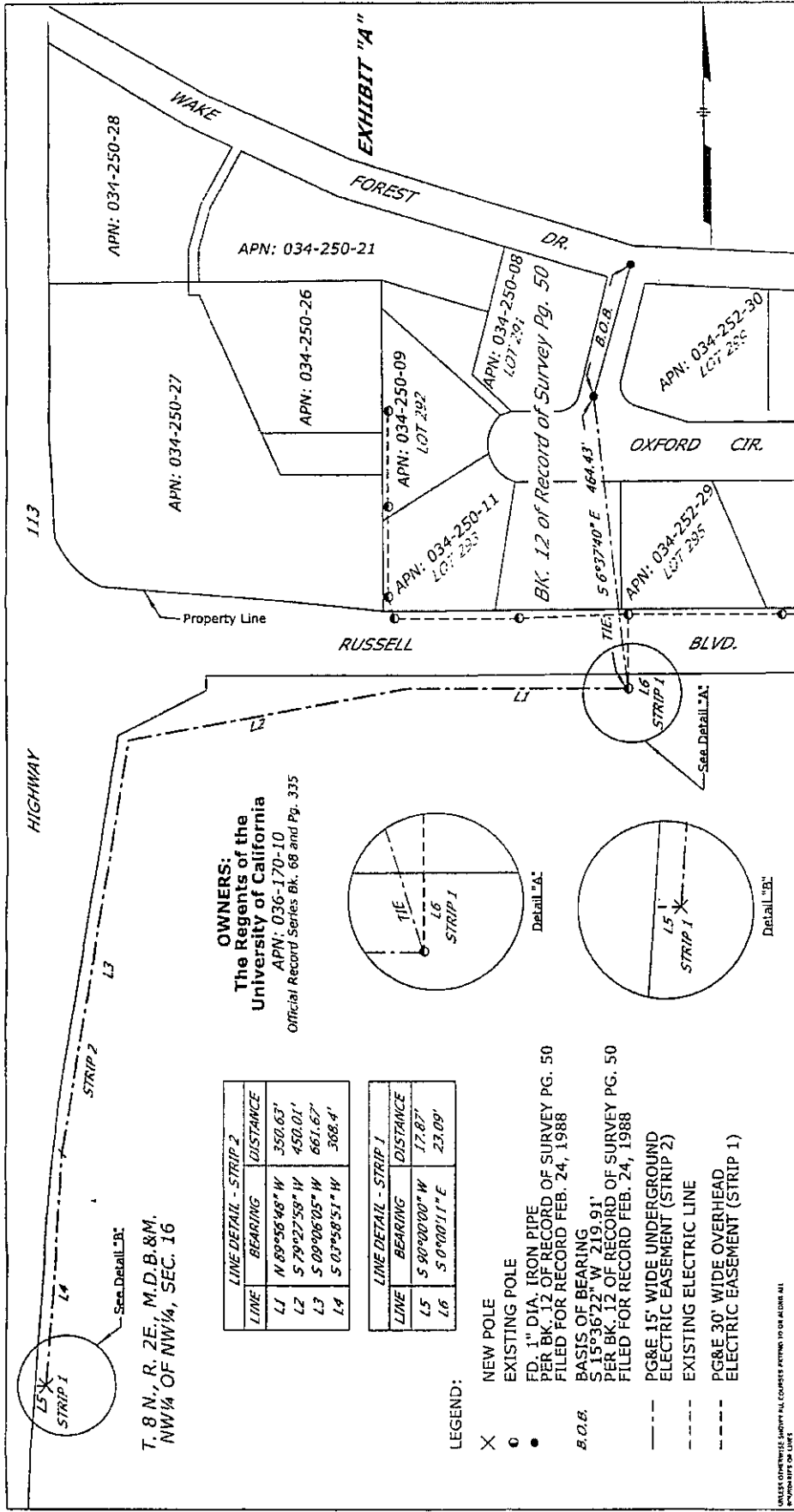
By Joseph O'Neal

Name: Joseph O'Neal

Title: Supervisor, CSBES North Valley

“DO NOT RECORD THIS PAGE”

The Area, Region or Location (operating area) – Area 6
Land Service Office - Sacramento
Operating Department – Electric Distribution
USGS location M.D.B.&M., T 8N.,R.2E.,
SEC.16, NW¼ OF NW ¼
FERC License Number(s): N/A
PG&E Drawing Number(s): SA-219
PLAT NO. – Electric – M-1710
LD of any affected documents: N/A
LD of any Cross-referenced documents: N/A
TYPE OF INTEREST: 3, 4 & 43
SBE Parcel Number: N/A
(For Quitclaims, % being quitclaimed) N/A
PM #: 30703943
JCN: N/A
Yolo County
Utility Notice Numbers: N/A
851 Approval Application No. N/A Decision N/A
Prepared By: PXNE
Checked By: NOR1 _____
Revision Number: N/A

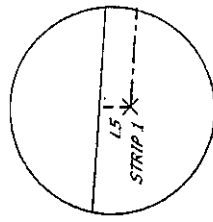
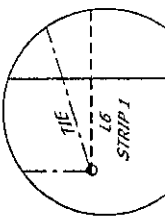


LINE DETAIL - STRIP 2		
LINE	BEARING	DISTANCE
L1	N 89°58'48" W	350.63'
L2	S 79°27'59" W	450.01'
L3	S 09°06'05" W	661.67'
L4	S 03°58'51" W	368.4'

LINE DETAIL - STRIP 1		
LINE	BEARING	DISTANCE
L5	S 90°00'00" W	17.87'
L6	S 0°00'11" E	23.09'

LEGEND:

- X NEW POLE
- o EXISTING POLE
- FD. 1" DIA. IRON PIPE PER BK. 12 OF RECORD OF SURVEY PG. 50 FILED FOR RECORD FEB. 24, 1988
- B.O.B. BASIS OF BEARING
- S 15°36'22" W 219.91' PER BK. 12 OF RECORD OF SURVEY PG. 50 FILED FOR RECORD FEB. 24, 1988
- PG&E 15' WIDE UNDERGROUND ELECTRIC EASEMENT (STRIP 2)
- EXISTING ELECTRIC LINE
- PG&E 30' WIDE OVERHEAD ELECTRIC EASEMENT (STRIP 1)



SEC. 16		T. 8N.	R. 2E.
COUNTY: YOLO			
DIVISION: SACRAMENTO			
AUTH # : 30703943			
SHEET NO. 1		SHEETS 1	
REV.		SA - 219	

UCD WEST VILLAGE			
RUSSELL BLVD., DAVIS			
PACIFIC GAS AND ELECTRIC COMPANY			

APPROVED PLAT # : M-1710	BY :
SUPV. :	DSEGN. :
DWN. : PXNE	CHKD. : NORI
O.K. :	DATE : 8/11/10
SCALES	1" = 150'

NO.	DATE	DESCRIPTION	SEARCH	SEC	COMPS.	SEC	F. B.	SEC
REVISIONS								

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SACRAMENTO

On 9/16/10 before me, JAMES HERNANDEZ, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared JOSEPH ONEAL
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

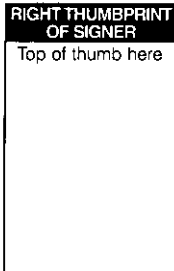
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

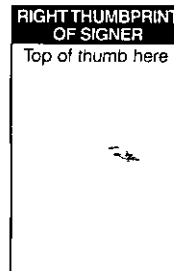
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

ACKNOWLEDGEMENT

State of California

County of Yolo

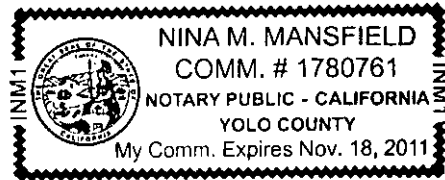
On September 24, 2010 before me, Nina M. Mansfield, notary public
(insert name and title of the officer)

personally appeared Karl Frederick Mohr
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 Nina M. Mansfield (Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

West Village - East of
(Title or description of attached document)

Highway 113 Easement to PG&E
(Title or description of attached document continued)

Number of Pages 7 (including this form)

(Additional Information)

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgement form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form is required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears writing his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of the notarization.
- Indicate the correct singular or plural forms.
- The notary seal must be clear and photographically reproducible.
- Securely attach this document to the signed document.

END OF DOCUMENT