

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298

Tel. No. (415) 703-1691



June 21, 2004

Advice 2547-G/2513-E

Ms Anita Smith, Rate Analyst  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code 10B  
San Francisco, CA 94177

Subject: Facility agreements with the U. S. Army Presidio of Monterey

Dear Ms Smith:

Advice Letter 2547-G/2513-E is effective May 26, 2004. A copy of the advice letter is returned herewith for your records.

Sincerely,

A handwritten signature in cursive script that reads "Paul Clanon".

Paul Clanon, Director  
Energy Division



**Pacific Gas and  
Electric Company**

**Karen A. Tomcala**  
Vice President  
Regulatory Relations

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May 26, 2004

**Advice 2547-G/2513-E**

(Pacific Gas and Electric Company ID U39M)

Public Utilities Commission of the State of California

**Subject: Facility Agreements between PG&E and U.S. Army  
Presidio of Monterey, California (G.O. 96-A, Section X.B)**

Pacific Gas and Electric Company (PG&E) hereby submits to the CPUC, in accordance with Sections I.E. and X.B. of General Order 96-A, two similar Agreements between PG&E and the United States Army, a division of the Department of Defense, regarding the provision of gas and electric utility service to present and future occupants within the Presidio of Monterey, and a map showing the service area covered by the Agreements. Attachments to the Agreements include, among other things, easements for PG&E to own, operate, maintain and install the gas and electric facilities, and maps of the Presidio of Monterey Service Premise located in Monterey County, California (included in Attachment I to this filing).

The Bill of Sale and the Easement for Electric Distribution System Agreement and are enclosed as Attachment A to this filing. The Bill of Sale and the Easement for Gas Distribution System Agreement as Attachment B. The Distribution Agreements are listed on PG&E's gas and electric Contracts and Deviations tariff sheets (Attachment I).

**Background**

PG&E currently provides gas and electric service to the Presidio of Monterey ("Presidio") through one gas and three electric master meters located at the boundaries of the Presidio, while the Army owns and operates the gas and electric distribution system within the base. The Presidio of Monterey is an active military base. Pursuant to these agreements the gas and electric services will be "privatized."



Historically, PG&E provided gas and electric service to the Presidio of Monterey at master meters at the boundary of the base. Under these agreements, PG&E will now serve customers within the base through the system it is acquiring from the Army, at individual meters and through line extensions, if any, which PG&E will make under the terms of its filed tariffs. To reflect this change of PG&E's service area to include the area within the base, PG&E is filing a map of the Presidio of Monterey (Monterey County, CA) showing the boundaries of the base.

### **The Agreements**

Key components of the agreements are as follows:

- The Army will transfer its existing gas and electric facilities to PG&E for the price of \$1.00 each (Agreements, Sec. II, Paragraph 5);
- The Army will pay PG&E's cost calculated in accordance with PG&E's gas and electric Rule 2, for PG&E to upgrade the facilities, and PG&E will upgrade, and then own, and operate those facilities (Agreements, II, 5 and 7);
- PG&E's service will be in accordance with its tariffs ("In the event of any inconsistency between the terms of this contract (including the specifications) and any rate schedule, rider, or exhibit incorporated in this contract ... or any of the Contractor's rules and regulations, the terms of the Contractor's tariffs shall control." (Agreement, I, 8. See also, Agreement, I., 4, 5, 6, and 7, and II, 6);
- The Army will remain responsible for any environmental work "during the time the service premise and the existing ... utility system ... were owned by the United States." (Agreement, I, 10); and
- PG&E will use an initial Assessment Period to survey the systems and make any immediately needed repairs or upgrades (Agreement, II, 4).

In addition, the contracts were conditioned upon the negotiation of easements acceptable to PG&E. Although the contracts were signed September 24, 2002, negotiations for the easements continued, and the Agreements were not signed until December 11, 2003.

PG&E estimates the cost to upgrade the facilities as approximately \$1.7 million, which amount has been prepaid by the Army. PG&E will perform the necessary upgrades over a two-year period depending upon safety considerations and load growth, in accordance with the CPUC's Safety Branch policy of March 26, 1996.



In transitioning the Presidio from a gas master-metered to utility-operated gas distribution facility, PG&E will establish 73 residential and 120 commercial gas service points to customers on the base. Electric service will remain master-metered as requested by the U.S. Army.

This filing will not affect any rate or charge, cause the withdrawal of service, or conflict with any rate schedule or rule.

### **Effective Date**

In accordance with Section X.B. of General Order 96-A, PG&E requests that this filing be effective the date of this filing, which is **May 26, 2004**.

### **Protests**

Anyone wishing to protest this filing may do so by letter within 20 days of the date of this filing, **June 15, 2004**. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. Protests should be sent by U.S. mail and via facsimile to:

IMC Branch Chief – Energy Division  
California Public Utilities Commission  
505 Van Ness Avenue, 4<sup>th</sup> Floor  
San Francisco, California 94102

Facsimile: (415) 703-2200  
E-mail: [jjr@cpuc.ca.gov](mailto:jjr@cpuc.ca.gov)

Protests also should be sent by e-mail and facsimile to Mr. Jerry Royer, Energy Division, as shown above, and by U.S. mail to Mr. Royer at the above address. The protest should be sent via both e-mail and facsimile to PG&E on the same date it is mailed or delivered to the Commission at the address shown below.

Pacific Gas and Electric Company  
Attention: Brian Cherry  
Director, Regulatory Relations  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, California 94177

Facsimile: (415) 973-7226  
E-mail: [RxDd@pge.com](mailto:RxDd@pge.com)



**Notice**

In accordance with General Order 96-A, Section III, Paragraph G, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list. Address changes should be directed to Sharon Tatai at (415) 973-2788. Advice letter filings can be accessed electronically at:

<http://www.pge.com/tariffs>

*Karen A. Tomcala/sr*

Vice President - Regulatory Relations

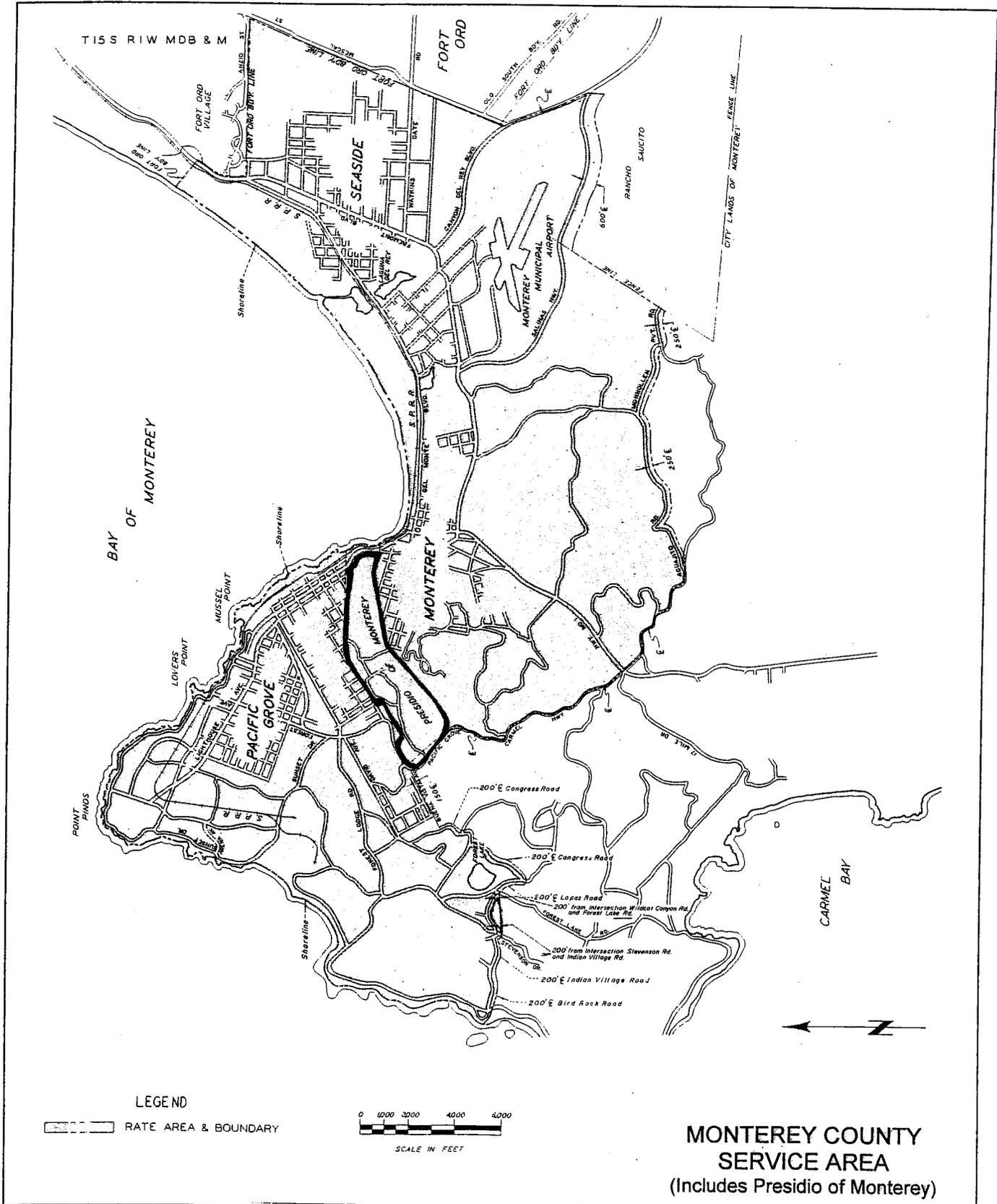
Attachments

**ATTACHMENT I  
ADVICE 2547-G**

<b>Cal. P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Canceling Cal P.U.C. Sheet No.</b>
22436-G	Service Area Map – Monterey County	New
22437-G	List of Contracts and Deviations	17591-G
22438-G	Table of Contents – Maps, Contracts & Deviations	20922-G
22439-G	Table of Contents	22422-G

**ADVICE 2513-E**

<b>Cal. P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Canceling Cal P.U.C. Sheet No.</b>
21634-E	Service Area Map – Monterey County (Map J)	New
21635-E	List of Contracts and Deviations	19020-E
21636-E	List of Contracts and Deviations (Cont'd)	New
21637-E	Table of Contents - Maps, Contracts & Deviations	New
21638-E	Table of Contents (Cont'd) – Rules	21157-E
21639-E	Table of Contents	21478-E



Advice Letter No. 2547-G  
Decision No.

43953

Issued by  
**Karen A. Tomcala**  
Vice President  
Regulatory Relations

Date Filed May 26, 2004  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_



LIST OF CONTRACTS AND DEVIATIONS  
(Continued)

Name and Location of Customer PG&E Installation Reference No.	Type or Class of Service	Execution and Expiration Dates	Commission Authorization Number and Date	Most Comparable Regular Tariff	
				Schedule or Rule No.	Contract Difference
<b>MISSION TRAIL REGION</b>					
<b>Federal Agencies</b>					
U.S. Army, Bayview Park, Fort Ord, Monterey County	Firm	12-1-58*1	G.O.96-A,X.B.	G-5	Facility Charge
U.S. Navy, La Mesa Village, Twelfth Naval District, Monterey County	Firm	12-1-61*1	G.O.96-A,X.B.	G-3	Facility and Service Charge
U.S. Army and Fort Ord Reuse Authority Monterey County	Residential/ General Service		G.O.96-A,X.B Advice 1974-G	Rule 15	Negotiated Agreements
U.S. Army, Presidio of Monterey Monterey County	Res./Comm.	12-11-03 50 Years	G.O.96-A,X.B Advice 2547-G	Rule 15	Facility Agreements (N)   (N)
<b>Counties and Cities</b>					
City of Palo Alto, Santa Clara County	Resale	9-4-64 1-19-75*5	D-68400 12-30-64	G-60	Facility Charge for Page Mill Road Metering Point
Cities of Santa Clara and Sunnyvale-Bayshore North Tract	Firm	10-22-74 10 Years	Res. G-1725 3-11-75	Rule 15	Annual Cost of Ownership Charge
Cities of Santa Clara and Sunnyvale-Oakmead Tract	Firm	11-5-74 10 Years	Res. G-1726 3-11-75	Rule 15	Annual Cost of Ownership Charge
City of San Jose Southern Pacific Industrial Co. Mariani, et al Trimble-Lundy Assessment Dist.	Firm	6-17-76 10 Years	Res. G-2098 8-23-77	Gas Rule 15 Sect. C and E-7	Cost of Ownership Fund

\*1 to \*8 See last page of Gas Contracts and Deviations for explanation of footnotes.



TABLE OF CONTENTS  
 (Continued)  
 MAPS, CONTRACTS & DEVIATIONS

TITLE OF SHEET	CAL P.U.C. SHEET NO.
<b>SERVICE AREA MAPS:</b>	
Fresno and Kings Counties .....	5166-G
Kern County..... 20917,20918,20919,20920,20921,10850,10851,9420,9421,10852,10853,10854,17893-G	12067-G
Enhanced Oil Recovery and Related Cogeneration .....	7277-G
Shasta and North Tehama Counties .....	12926,12927-G
San Bernardino County .....	7689-G
Ione Service Area .....	20350-G
Former McClellan Air Force Base Service Area .....	22436-G
Presidio of Monterey, Monterey County.....	(N)
 <b>LIST OF CONTRACTS AND DEVIATIONS:</b>	
..... 20211,13247,13248,16286,17112,22437,17234,14425,13254, 14426,13808,20350,20351,14319,16287,19849,17094,14428,13263,14365,17095,17877,15951,13267-G	(T)



TABLE OF CONTENTS

	<u>CAL P.U.C. SHEET NO.</u>	
Title Page .....	11271-G	
Table of Contents:		
Rate Schedules .....	22439,22294-G	(T)
Preliminary Statements .....	22293,21381-G	
Rules .....	22090-G	
Maps, Contracts and Deviations .....	22438-G	(T)
Sample Forms .....	21643,21753,21538,22089,21292-G	

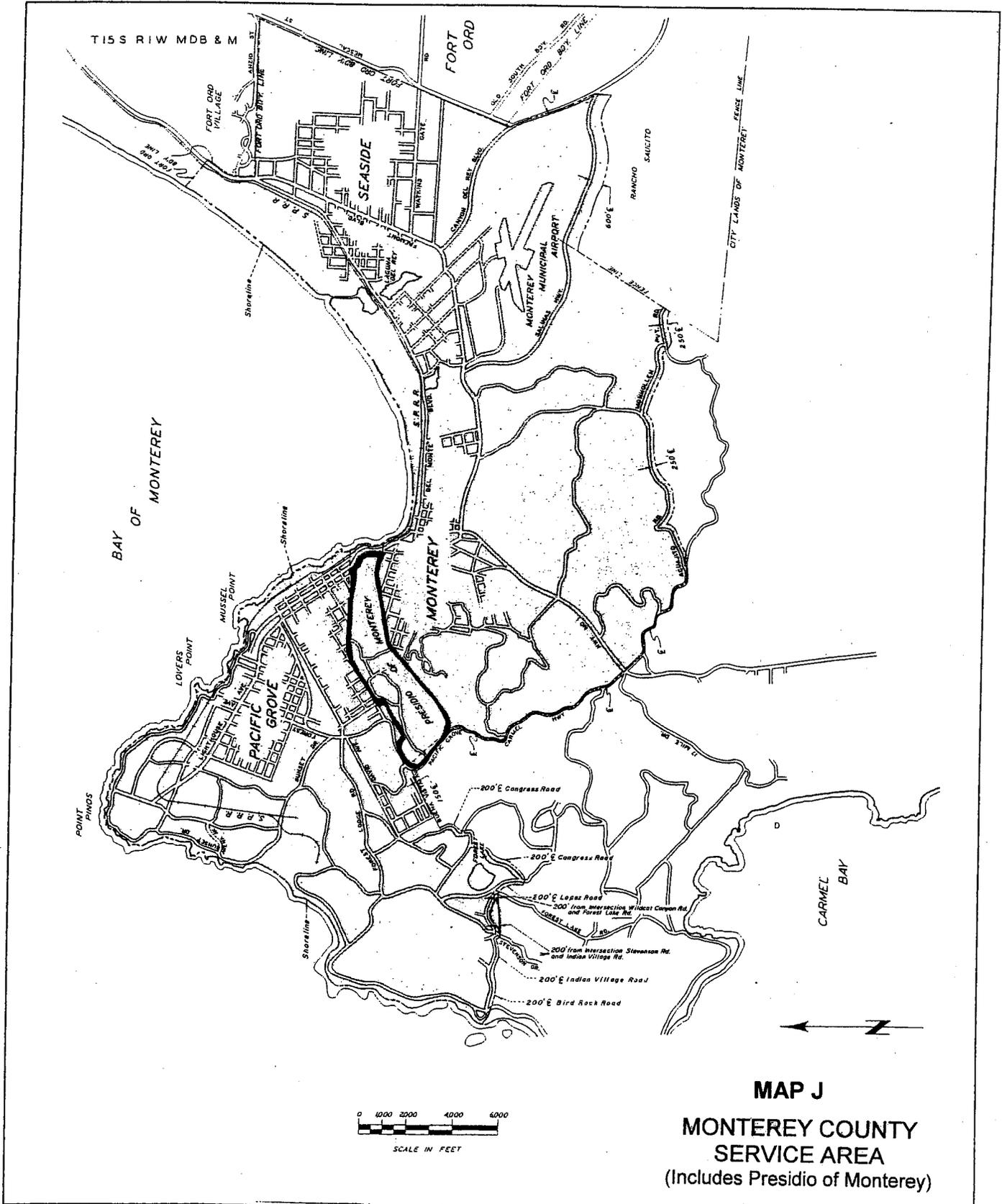
RATE SCHEDULES

RESIDENTIAL

<u>SCHEDULE</u>	<u>TITLE OF SHEET</u>	<u>CAL P.U.C. SHEET NO.</u>
G-1	Residential Service .....	22279,18597-G
GM	Master-Metered Multifamily Service .....	22280,21028,18599-G
GS	Multifamily Service .....	22281,21030,18601-G
GT	Mobilehome Park Service .....	22282,21032-G
G-10	Service to Company Employees .....	11318-G
GL-1	Residential CARE Program Service .....	22283,18603-G
GML	Master-Metered Multifamily CARE Program Service .....	22284,21035,18605-G
GSL	Multifamily CARE Program Service .....	22285,21037,18607-G
GTL	Mobilehome Park CARE Program Service .....	22286, 22287,18608-G
G-MHPS	Master-Metered Mobilehome Park Safety Surcharge .....	22034-G

NONRESIDENTIAL

G-NR1	Gas Service to Small Commercial Customers .....	22288,18980-G
G-NR2	Gas Service to Large Commercial Customers .....	22289,18981-G
G-CP	Gas Procurement Service to Core End-Use Customers .....	22290-G
G-CPX	Crossover Gas Procurement Service to Core End-Use Customers .....	22421-G
G-NT	Gas Transportation Service to Noncore End-Use Customers .....	22035,22036,22037,22038-G
G-COG	Gas Transportation Service to Cogeneration Facilities .....	22039,20857,18114,18985-G
G-EG	Gas Transportation Service to Electric Generation .....	22040,22041-G
G-30	Public Outdoor Lighting Service .....	22241,17050-G
G-WSL	Gas Transportation Service to Wholesale/Resale Customers .....	22043,22044,22045-G
G-BAL	Gas Balancing Service for Intrastate Transportation Customers .....	22046, 21549,20034,22047,22048,20037,20038,20039,22049,22050,20042,20043,20044,22051-G



Advice Letter No. 2513-E  
Decision No.

Issued by  
**Karen A. Tomcala**  
Vice President  
Regulatory Relations

Date Filed May 26, 2004  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_



LIST OF CONTRACTS AND DEVIATIONS  
(Continued)

Name and Location of Customer <u>PG&amp;E Installation Reference No.</u>	Type or Class of Service	Execution and Expiration Dates	Commission Authorization Number and Date	Most Comparable Regular Tariff	
				Schedule or Rule No.	Contract Difference
<u>MISSION TRAIL REGION</u> (Cont'd.)					
<u>Federal Agencies (Cont'd.)</u>					
F04684-70-C-0061 U.S. Air Force, Lompoc Air Force Base, 669 <sup>th</sup> Radar Squadron Lompoc	General Service	4-1-62 Indefinite*2	G.O.96-A,X.B. 8-20-63	A-13	Minimun Charge
U.S. Department of Agriculture, Forest Service, Figueroa Guard Station, Santa Barbara County	Domestic & Power Service	3-2-65 5 Years*2	G.O.96-A,X.B. 6-15-65	Rule 15	Monthly Charge For Excess Facilities
AF 04(684)-142 (Amendment) Vandenberg AFB Santa Barbara County	General Service	4-15-69	G.O.96-A,X.B. 10-27-70	Rule 15	Monthly Charge for Special Facilities
NASA-Ames Research Moffett Field	General Service	5-19-94	G.O.96-A,X.B. Advice 1475-E	A-RTP	Transmission Level RTP Service
U.S. Army and Fort Ord Reuse Authority Monterey County	Residential / General Service		G.O.96-A,X.B. Advice 1604-E	Rule 15	Negotiated
NASA Ames Research Center, Moffett Field	General Service	8-6-02 12-31-04	G.O.96-A,X.B. Advice 2272-E	Standby	Negotiated Contract
U.S. Army, Presidio of Monterey, Monterey County	Res./Comm.	12-11-03 50 Years	G.O.96-A,X.B. Advice 2513-E	Rule 15	Facility Agreements
					(N)   (N)  (L)     (L)

Advice Letter No. 2513-E  
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TABLE OF CONTENTS  
(Continued)  
MAPS, CONTRACTS AND DEVIATIONS

RULE	TITLE OF SHEET	CAL P.U.C. SHEET NO.	(T)
SERVICE AREA MAPS:			
	Boundary Lines.....	10534-E	(L)
Map A	Lassen Municipal Utility District/Surprise Valley .....	10423-E	
Map B	Sacramento Municipal Utility District.....	4524-E	
Map C	Modesto Irrigation/Turlock Irrigation District .....	4525-E	
Map D	SoCalEdison .....	4671-E	
Map E	Palo Alto .....	4672-E	
Map F	Redding .....	13310-E	
Map G	Healdsburg .....	13079-E	
Map H	Lompoc.....	13372-E	
Map I	Gridley .....	13780-E	
Map J	Presidio of Monterey, Monterey County.....	21634-E	(N)
LIST OF CONTRACTS AND DEVIATIONS:..... 13819,13794,14452,12000,12001,13672,12003,13456,11435, 12004,17021,12006,21635,21636,12008,12009,11191,12010,11193,11194,11195,12969, 15050,12012,13466, 12014,12015,13296,12955,14221,12018 to 12024,17259,12026,13092,11211,12027,12028,16703,12030, 12031,14035,11217,12032,20482,11219,12034,12035,12036,11223,11986,11987,17007,16898,11227-E			(T) (L)

(Continued)

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Resolution No. \_\_\_\_\_



TABLE OF CONTENTS  
(Continued)  
RULES

RULE	TITLE OF SHEET	CAL P.U.C. SHEET NO.
1	Definitions .....	14855,16368,14857 to 14861,19095,14863 to 14865,19403,14867 to 14871, 15564,14873,14874-E
2	Description of Service .....	11257,11896,11611, 14079,11261 to 11264,11498,11266,11267,11499,11269 to 11278,14055,11280 to 11283-E
3	Application for Service .....	11714,14875-E
4	Contracts .....	13612-E
5	Special Information Required on Forms .....	11287,14192,11289-E
6	Establishment and Re-establishment of Credit .....	21155,21126-E
7	Deposits .....	11300,11301-E
8	Notices .....	14144,14145,13137,14146,13139-E
9	Rendering and Payment of Bills .....	16369,14877,14878,13986,14317,14318-E
10	Disputed Bills .....	11308 to 11310-E
11	Discontinuance and Restoration of Service .....	13140 to 13150,14080,13152-E
12	Rates and Optional Rates .....	16872,16873,16874-E
13	Temporary Service .....	20092,15574-E
14	Shortage of Supply and Interruption of Delivery .....	15526,15527-E
15	Distribution Line Extensions .....	20093,20094,15577,15578,17850,17851, 17852,15582,15583,20095,17854,17855,15587,15588,17856,17857,15591,16986,15593-E
16	Service Extensions .....	20096, 15595,14880,14881,15596 to 15598,16987,15600 to 15608,14254,13775,15609,15610-E
17	Meter Tests and Adjustment of Bills for Meter Error .....	20099,12050 to 12052-E
17.1	Adjustment of Bills for Billing Error .....	14886,12054-E
17.2	Adjustment of Bills for Unauthorized Use .....	14887,12056 to 12058-E
18	Supply to Separate Premises and Submetering of Electric Energy .....	14329,14330,13396,13276-E
19	Medical Baseline Quantities .....	14346,13839,13518-E
19.1	California Alternate Rates for Energy for Individual Customers and Submetered Tenants of Master-Metered Customers .....	16391,20371,16393,16394-E
19.2	California Alternate Rates for Energy for Nonprofit Group-Living Facilities .....	13728,20372,13589,13730,13591-E
19.3	California Alternate Rates for Energy for Qualified Agricultural Employee Housing Facilities .....	13899,20373,13901,13902-E
20	Replacement of Overhead with Underground Electric Facilities .....	19012,11240,11241,19013,16665,15611,19014-E
21	Generating Facility Interconnections .....	19404 to 19453-E
22	Direct Access Service .....	14888,14889, 15565,14891 to 14901,16448,14903,14904,16449,16235 to 16243,14913,16244,16245, 16384,14917,15833 to 15836,14920,14921,15568,14923,15569,14925,14926,15190,15191, 14929,14930,16385,16386,14933,16387,14935,14936,15192,14938 to 14946,16388-E

(L)  
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(Continued)



TABLE OF CONTENTS

	<u>CAL P.U.C. SHEET NO.</u>	
Title Page .....	8285-E	
Table of Contents:		
Rate Schedules .....	21639,21477,21476,21475-E	(T)
Preliminary Statements .....	21473,19373,21474-E	
Rules .....	21638-E	(T)
Maps, Contracts and Deviations .....	21637-E	(N)
Sample Forms .....	19880,20377,20196,20979,18911,20980,21472-E	

RATE SCHEDULES

<u>SCHEDULE</u>	<u>TITLE OF SHEET</u>	<u>CAL P.U.C. SHEET NO.</u>
<b>RESIDENTIAL RATES</b>		
E-1	Residential Service .....	21217,21218,21219,19910,21220,21221-E
E-2	Experimental Residential Time-of-Use Service .....	21222 to 21231,19886,21232,21233-E
E-3	Experimental Residential Critical Peak Pricing Service .....	21234 to 21243,19895,19896,21244-E
EE	Service to Company Employees .....	21245-E
EM	Master-Metered Multifamily Service .....	21246,21247,21248,20648,21249,21250-E
ES	Multifamily Service .....	21251 to 21256-E
ESR	Residential RV Park and Residential Marina Service .....	21257,21258,21259,20657,21260,21261-E
ET	Mobilehome Park Service .....	21262 to 21267-E
E-7	Residential Time-of-Use Service .....	21268 to 21273-E
E-A7	Experimental Residential Alternate Peak Time-of-Use Service .....	21274 to 21279-E
E-8	Residential Seasonal Service Option .....	21280 to 21283-E
E-9	Experimental Residential Time-of-Use Service for Low Emission Vehicle Customers .....	20891,21284 to 21291-E
EL-1	Residential CARE Program Service .....	21292 to 21296-E
EML	Master-Metered Multifamily CARE Program Service .....	21297 to 21301-E
ESL	Multifamily CARE Program Service .....	21302 to 21307-E
ESRL	Residential RV Park and Residential Marina CARE Program Service .....	21308 to 21313-E
ETL	Mobilehome Park CARE Program Service .....	21314 to 21319-E
EL-7	Residential CARE Program Time-of-Use Service .....	21320 to 21325-E
EL-A7	Experimental Residential CARE Program Alternate Peak Time-of-Use Service .....	21326,21327,21328,19783,21329,21330-E
EL-8	Residential Seasonal CARE Program Service Option .....	21331 to 21334-E
<b>COMMERCIAL/INDUSTRIAL</b>		
A-1	Small General Service .....	21335 to 21339-E
A-6	Small General Time-of-Use Service .....	21340 to 21345-E
A-10	Medium General Demand-Metered Service .....	21346 to 21355-E
A-15	Direct-Current General Service .....	21356,21357-E
E-19	Medium General Demand-Metered Time-of-Use Service .....	21358,17092,21359 to 21364, 20932,20723,21365,18864,18039,20933,18865,17900,16414,15330,20512,21366,21367, 21368,20935,20728,21369,20729,19805,21370,21371-E
E-20	Service to Customers with Maximum Demands of 1,000 Kilowatts or More .....	21372 to 21377,19314,20736,21378,18044,20942,18867,15356,21379,15358,20513, 21380,21381,21382,20944,17101,20945,21383-E

(Continued)

**Advice 2513-E**

**Attachment A**

Bill of Sale – Electric Distribution System

Easement for Electric Distribution System

Presidio of Monterey, Monterey County, CA

**BILL OF SALE**

**ELECTRIC DISTRIBUTION SYSTEM**

**Presidio of Monterey (POM) Defense Language Institute & Foreign Language  
Center, Monterey, California**

**THIS BILL OF SALE** entered into by and between the United States of America, acting through the Secretary of the Army, hereinafter called the "Government", and Pacific Gas & Electric Company (PG&E), hereinafter called the "Purchaser";

**WITNESSETH:**

**THAT** under and pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and the delegation of authority to the Secretary of Defense from the Administrator of the General Services Administration (FPMR, Section 101-47.302-2) and the redelegation of authority from the Secretary of Defense to the Secretary of the Army (20 Fed. Reg. 7113), the Government does hereby sell to the Purchaser, the POM Electric Distribution System, as described on Exhibit "A", excluding items identified at Exhibit "B" hereinafter referred to as the "System" and located as shown on Exhibit "C", attached hereto and made a part hereof.

**WHEREAS**, pursuant to the Service Contract DABT 67-02-C-0007 September 23, 2002, between the Government and the Purchaser, and the adopted master plan for the POM, the Government intends to dispose of the utility distribution systems and associated infrastructure located on the POM, which includes the electric distribution lines and facilities by transferring the System to Pacific Gas & Electric Company (PG&E); and

**WHEREAS**, it is the intention of the parties that Pacific Gas & Electric Company (PG&E) will provide electric distribution service to the POM either as a municipal provider or through conveyance of the utility system to a franchised utility provider.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Government hereby transfers, assigns, conveys and delivers to the Pacific Gas & Electric Company (PG&E), its successors and assigns, all of the Government's rights, title and interest in and to all of the System as described in Exhibit "A" and depicted on Exhibit "C", attached hereto and made a part hereof. The System is presently located within, on or about the Presidio of Monterey, in the County of Monterey, State of California.

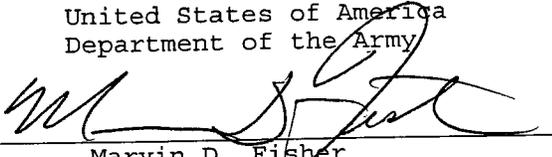
This Bill of Sale does not transfer any real estate rights or interest in the Presidio of Monterey. The rights or interests necessary to use the electric distribution lines and facilities on any such real property have been conveyed by separate utility Easement, No. DACA05-2-03-512.

No warranty, express or implied, is made as to the title or condition of the System and it is understood that the Pacific Gas & Electric Company (PG&E) has had an opportunity to inspect the property, and by the acceptance of this instrument, agrees that it has received delivery of the System "as is" and "where is", except as may be otherwise agreed to in writing by the Government.

This Bill of Sale does not supersede or waive any contractual obligations and remedies between the Government and the Purchaser. Such obligations and remedies are in addition to and are not merged into this instrument.

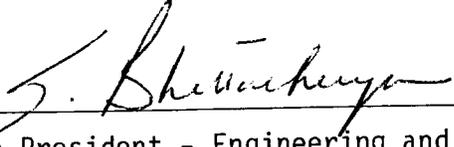
IN WITNESS WHEREOF, the United States Government has caused these presents to be executed as of the this 4<sup>th</sup> day of NOV, 2003.

United States of America  
Department of the Army

By:   
Marvin D. Fisher  
Chief, Real Estate Division  
U.S. Army Corps of Engineers, Sacramento

THIS BILL OF SALE is hereby accepted by the Purchaser this 27<sup>th</sup> day of MAY, 2003.

Pacific Gas & Electric Company (PG&E)

By:   
Title: Vice President - Engineering and Planning

**ELECTRIC DISTRIBUTION SYSTEM**  
**Personal Property**

1. Transformers - facility 81360 - 59 kv (estimated)
2. Transformers - facility 81260 - 18,137 kv (estimated)
3. Exterior lighting, (Street Lights), 10,400 lf (estimated)
4. Overhead electric lines, facility 81241 - 44,280 lf (estimated)
5. Underground electric lines - facility 81242 - 119,017 lf (estimated)
6. Substation - facility 820 - 21 kv (estimated)
7. Substation - facility 638 - 500 kv (estimated)

Transfer includes substations, transformers, poles, electrical transmission lines, and all other equipment associated with high voltage.

**DOIM AUDIO-VISUAL  
UTILITY POLE OCCUPANCY  
AS OF 07/03/2002**

**ETV**

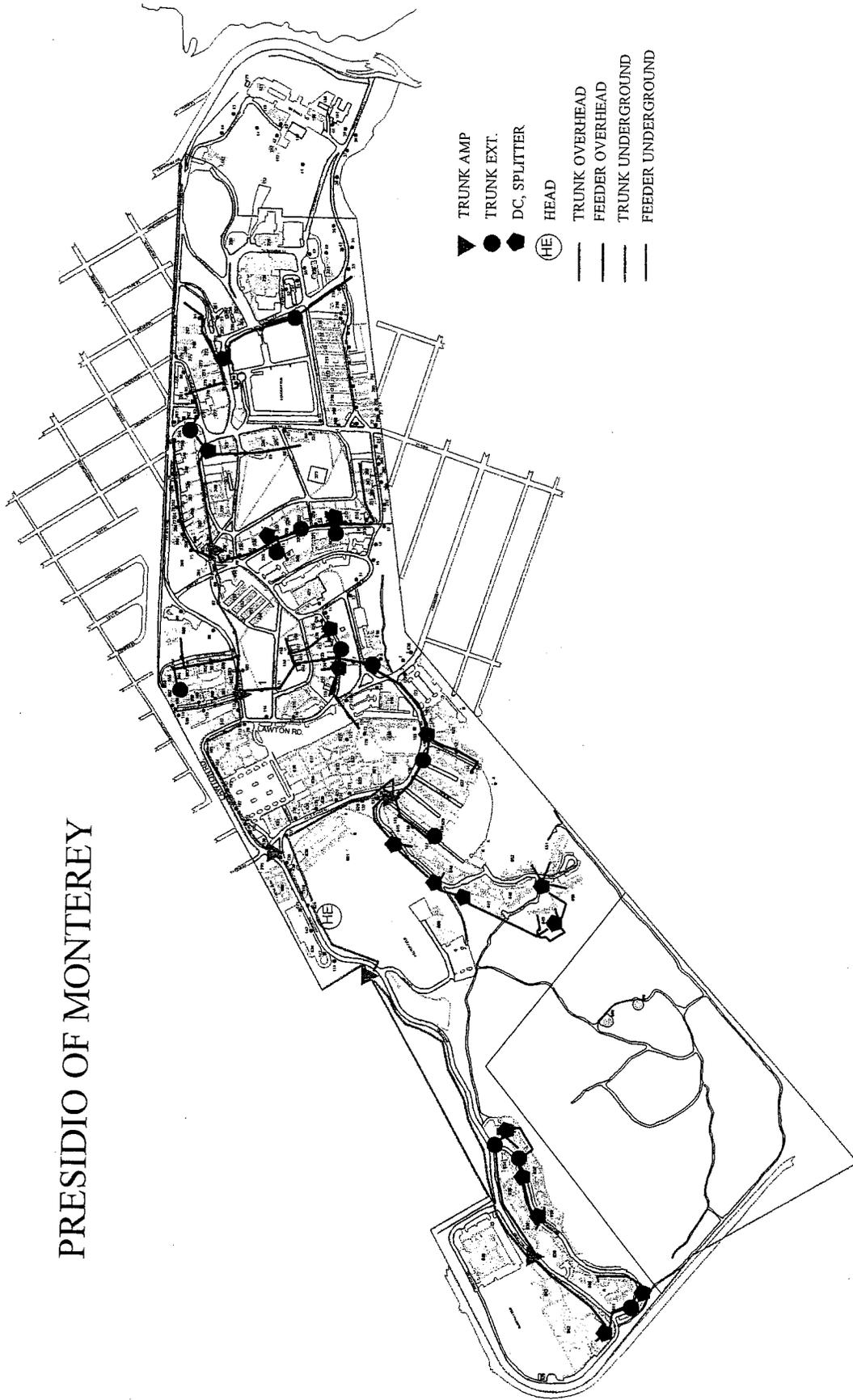
1. Pole #26 Cable riser and two aerial drops to Bldg 212 (1-.500 figure-8 & 1-RG-6 figure-8 .
2. Pole #24 RG-6 figure-8 drop to B-206 & RG-6 figure-8 to secondary pole one span east. Secondary pole also has riser from UG & RG-6 figure-8 drops to B-204 & B-205.
3. Pole #30 .500 figure-8 drops to B-216 & B-218.
4. Pole #8 Riser from UG.
5. Pole #120 RG-6 figure-8 drop to B624 & Riser from UG.

**BUGLE CALL SYSTEM**

1. Speaker horns on pole #s: 127 (2), 128 (1), 130 (2), 133 (1), pole supporting primary neutral, southwest of B-614 (2).
2. Speaker connecting cables on pole #s 127, 128, 129, 130, 131, 132, 133, 116 & pole one span south of 116 (primary neutral pole).

P.O.C Jim Oteri x5191

# PRESIDIO OF MONTEREY



- ▼ TRUNK AMP
- TRUNK EXT.
- ◆ DC, SPLITTER
- ⊕ HEAD
- TRUNK OVERHEAD
- FEEDER OVERHEAD
- TRUNK UNDERGROUND
- FEEDER UNDERGROUND

**DEPARTMENT OF THE ARMY  
EASEMENT FOR ELECTRIC DISTRIBUTION SYSTEM**

**LOCATED ON  
PRESIDIO OF MONTEREY (POM)**

**MONTEREY COUNTY, CALIFORNIA**

1. TERM
2. CONSIDERATION
3. NOTICES
4. AUTHORIZED REPRESENTATIVES
5. SUPERVISION BY THE INSTALLATION COMMANDER
6. APPLICABLE LAWS AND REGULATIONS
7. CONDITION OF PREMISES
8. INSPECTION OF PREMISES
9. PROTECTION OF GOVERNMENT PROPERTY
10. RIGHT TO ENTER
11. TRANSFERS AND ASSIGNMENTS
12. INDEMNITY
13. INSURANCE
14. SUBJECT TO EASEMENTS
15. REQUIRED SERVICES
16. RELOCATION OF FACILITIES
17. TERMINATION
18. SOIL AND WATER CONSERVATION
19. ENVIRONMENTAL PROTECTION
20. PRELIMINARY ASSESSMENT SCREENING
21. HISTORIC PRESERVATION
22. NON-DISCRIMINATION
23. RESTORATION
24. DISCLAIMER
25. NON-TRANSFERABLE RIGHTS
26. ANTI-DEFICIENCY ACT
27. RIGHT-OF-WAY WIDTH FOR DISTRIBUTION SYSTEM
28. REVENUE PRODUCING IMPROVEMENTS

EXHIBIT A – Presidio of Monterey Property Map

EXHIBIT B – Record of Environmental Condition

**DEPARTMENT OF THE ARMY  
EASEMENT FOR ELECTRIC DISTRIBUTION SYSTEM**

**LOCATED ON**

**PRESIDIO OF MONTEREY (POM)  
MONTEREY COUNTY, CALIFORNIA**

**THE SECRETARY OF THE ARMY** under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2688 and the Defense Reform Initiative Directive (DRID) No. 49, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to Pacific Gas and Electric Company (PG&E), a California Corporation, hereinafter referred to as the Grantee, an easement for the Electric Distribution System, hereinafter referred to as the facilities, which are located on the Presidio of Monterey, a map of which is at Exhibit "A" attached hereto and made a part hereof, over, across, in and upon lands of the United States as the Premises.

**THIS EASEMENT** is granted subject to the following conditions.

**1. TERM**

This easement is hereby granted for a term of fifty (50) years beginning upon the date of execution.

**2. CONSIDERATION**

The consideration for this easement shall be the transfer of the facilities and the operation and maintenance of these facilities for the benefit of the United States and the general public in accordance with the terms herein set forth.

**3. NOTICES**

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to Pacific Gas & Electric Company (PG&E), 77 Beale Street, P.O. Box 770000, San Francisco, California 94177-0001, and, if to the United States, to the United States Corps of Engineers, Sacramento District Engineer, Attention: Chief, Real Estate Division, 1325 'J' Street, Sacramento, California 95814-2922, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

#### **4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

#### **5. SUPERVISION BY THE GARRISON COMMANDER**

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Garrison Commander, Presidio of Monterey, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

#### **6. APPLICABLE LAWS AND REGULATIONS**

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises is located, including, but not limited to, the provisions of Superfund Reauthorization and Recovery Act (SARA Title III); Emergency Planning and the Community Right to Know Act (EPCRA)(48 CFR 1: 11:23; & 52); Executive Order 12856; Endangered Species Act; Federal Facilities Compliance Act; Title 40 Code of Federal Regulations, Parts 1-799; 36 CFR 800 and the National Historic Preservation Act; the Clean Water Act, the National Pollutant discharge Elimination System (NPDES); the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the National Electrical Safety Code (NESC), and the Environmental Protection Agency Regulations on Polychlorinated Biphenyls (40 CFR Part 761).

#### **7. CONDITION OF PREMISES**

The Grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

#### **8. INSPECTION AND REPAIRS**

The Grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

## **9. PROTECTION OF GOVERNMENT PROPERTY**

The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## **10. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

## **11. TRANSFERS AND ASSIGNMENTS**

Without prior written approval by said District Engineer, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

## **12. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

## **13. INSURANCE**

a. At the commencement of this Easement, the Grantee shall obtain, from a reputable insurance company, or companies, self-insurance pool, or self-insure comprehensive liability

insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or an amount not less than a combined single limit of \$5,000,000, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting there from, property damage, or both, suffered or alleged to have been suffered by any person or persons upon the premises or arising from activities conducted under this Easement.

b. The liability insurance policy shall insure the hazards of the Premises and operations conducted in and on the premises, independent contractors, or contractual liability (covering the indemnity included in this Easement). Each policy will provide that any losses shall be payable notwithstanding any act or failure to act or negligence of the Grantee or the United States or any other person; provide that the insurer will have no right of subrogation against the United States; and be reasonably satisfactory to the Grantor in all respects. Under no circumstances will the Grantee be entitled to assign to any third party rights of action that it may have against the United States arising out of this Easement.

c. Said officer or the District Engineer may require closure of any or all of the Premises during any period for which the Grantee does not have the required insurance coverage or qualify for self-insurance. A certification of insurance shall be provided evidencing self-insurance. The minimum amount of liability insurance coverage is subject to revision by the District Engineer every two (2) years or upon renewal or modification of this Easement.

d. The Grantee may require any agents, assignees, transferees, or successors, as joint and several responsible parties with the Grantee for those portions of the Premises under their control, to maintain and carry at their expense portions of the insurance requirement.

#### **14. SUBJECT TO EASEMENTS**

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted that will, in the opinion of said officer, interfere with the use of the premises by the Grantee.

#### **15. REQUIRED SERVICES**

The Grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates that shall be mutually agreeable but which that never exceed the most favorable rates granted by the Grantee for similar service.

## **16. RELOCATION OF FACILITIES**

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the Grantee.

## **17. TERMINATION**

This easement may be terminated by the Secretary upon thirty (30) days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

## **18. SOIL AND WATER CONSERVATION**

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

## **19. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

## **20. RECORD OF ENVIRONMENTAL CONSIDERATION**

A Record of Environmental Consideration documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit "B". Upon expiration, revocation or termination of this Easement, another Record of Environmental Consideration shall be prepared that will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Grantee in accordance with the condition on **RESTORATION**.

## **21. HISTORIC PRESERVATION COMPLIANCE**

1. On the Presidio of Monterey (POM) is a Historic District (District) and "EL Castillo" (National Register Site), an archaeological site listed on the National Register of Historic Places. The enclosed map shows the location of the District and National Register Site on the POM. All work done within the District and National Register Site shall be done in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties, U.S. Department of Interior, National Park Service, 1995.

2. All work done in or visible from the District and National Register Site shall be consulted with the State Historic Preservation Officer and if required, the President's Advisory Council on Historic Preservation in accordance with the National Historic Preservation Act. Consultation for work to be performed will be initiated through the POM Directorate of Environmental and Natural Resources (DENR) prior to start of the work, except as noted in paragraph 6 below, titled "Work Exempt from Consultation Requirements." The items noted in paragraph 6 below will require documentation by the DENR prior to start of work.

3. Pacific Gas and Electric Company (PG&E) shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity from the District, National Register Site or Installation, including hidden deposits located within the National Register site.

4. In the event cultural artifacts, relics, remains or objects of antiquity are discovered in the course of performing work, PG&E shall immediately cease work and notify the Contracting Officer and the POM DENR while protecting the site and the discovered material from further disturbance until the POM DENR complies with applicable Federal laws regarding the discovery.

5. Additional Requirements for the National Register Site.

a. Except for replacement of existing utilities, where installation is restricted to areas previously disturbed by installation of these utilities, no ground disturbing activity will be allowed in the area shown on the enclosed map as an "Exclusion Area". The area is enclosed by Lighthouse Avenue, Artillery Street between Lighthouse Avenue and Corporal Ewing Road and Corporal Ewing Road from Artillery Street to its projected interception of Lighthouse Ave. The projected interception is a straight line from Artillery Street along Corporal Ewing to Lighthouse.

b. All ground disturbing activities in the National Register Site shall require an Archaeologist to be on site at all times during the excavation. The archeologist shall meet the requirements of the Secretary of the Interior's Standards for professional Qualifications and shall have the authority to halt work should a discovery be identified.

c. Ground disturbing activities that do not allow an archaeologist to immediately observe and assess the impact of the action on potential archaeological sites are not allowed. These ground disturbing activities include but are not limited to jacking, boring, drilling, tunneling or forcing material into the ground by hammer or pounding device.

6. Work Exempt from Consultation Requirements. The activities listed below are exempt from the requirements to consult with the SHPO. Except for item a, below, these items will require documentation by DENR prior to the start of work.

a. General operations, maintenance and new construction in areas outside of the historic District and National Register site, provided such construction is not visible from historic properties.

b. Replacement, removal or upgrading of electrical wiring and pole mounted transformers.

c. Replacement or removal of existing poles outside of the National register site provided they are replaced within 10' of the existing location and are of wood.

d. Replacement of underground electrical and gas lines, outside of the National register site, where work is restricted to the areas previously disturbed by installation of these utilities.

e. Installation of underground utility lines outside of the National register site, where installation is not in areas previously disturbed by installation of these utilities and is under the direct supervision of an Archeologist.

f. Tree or branch removal when the trees are dead, diseased or hazardous and interfere with the operations of the utilities.

g. Within the area indicated on the map as "National Register Site" the following exemption shall apply: Repairs of existing utility systems under the direct supervision of an Archeologist. where work is restricted to the areas previously disturbed by installation of these utilities.

## **22. NON-DISCRIMINATION**

The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

## **23. RESTORATION**

On or before the expiration or termination of this easement, the Grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. Any costs incurred by the Grantee as a result of such restoration will be settled in accordance with the terms of the contract termination provision of Contract No. DABT 67-02-C-0007, effective September 23, 2002, the contract to own and operate the Electric Distribution system at the POM.

## **24. DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit that may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license that may be required by Federal, state or local statute in connection with use of the premises.

## **25. NON-TRANSFERABLE RIGHTS**

**CONDITIONS** 5, 8, 9, 10, 12, 14, 15, and 21 are non-transferable rights of the Grantor. In the event of disposal of the United States' underlying fee, these rights will not transfer with the land.

## **26. ANTI-DEFICIENCY ACT**

The Army's obligation to pay or reimburse any money under this Easement is subject to the availability of appropriated funds to the Department of the Army, and nothing in this Easement shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act.

## **27. RIGHT-OF-WAY WIDTH FOR DISTRIBUTION SYSTEM**

The width of this Easement will not exceed 15 feet (7½ feet each side of centerline of pipe) for all electric lines. In case the electric lines come within 7½ feet of an improvement, this Easement will be one foot from the outside of the improvement's foundation/footers and extend out 15 feet.

## **28. REVENUE PRODUCING IMPROVEMENTS**

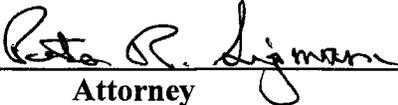
Any revenue producing improvements not associated with the Electric Distribution system that are placed on any facility or within the easement area must be approved for a lease or license for use of POM land, by the POM Deputy of Public Works. These improvements must be in accordance with federal and state regulations.

**THIS EASEMENT** is not subject to Title 10, United States Code, Section 2662, as amended.

**{SIGNATURES TO FOLLOW}**

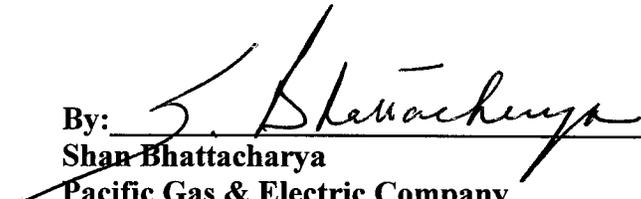
IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 11<sup>th</sup> day of DECEMBER 2003.

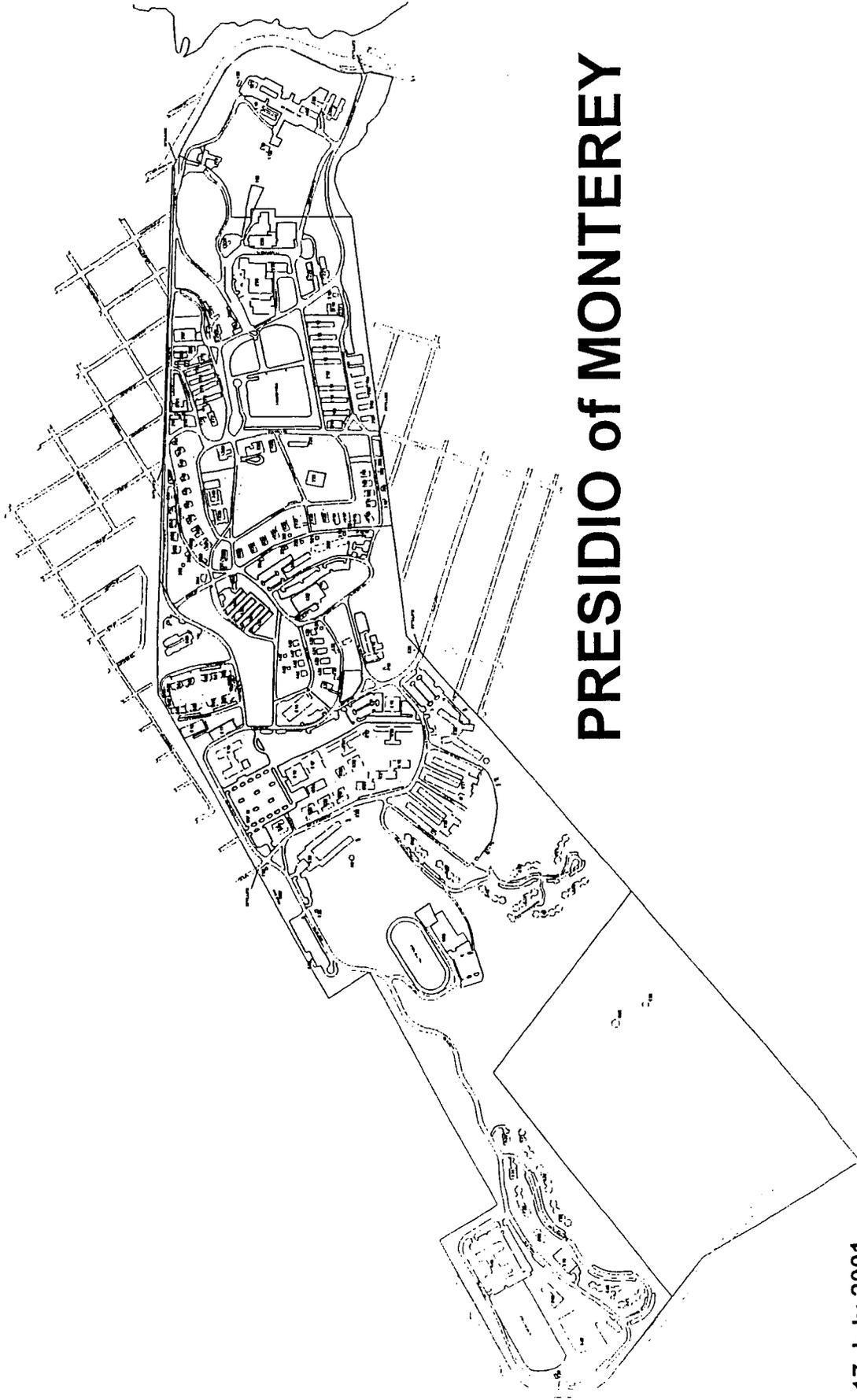
Reviewed as to form  
and content

  
\_\_\_\_\_  
Attorney

By:   
\_\_\_\_\_  
Marvin D. Fisher  
Chief, Real Estate Division  
U.S. Army Engineer District, Sacramento

THIS EASEMENT is also executed by the Grantee this 9 day of DEC.,  
2003.

By:   
\_\_\_\_\_  
Shan Bhattacharya  
Pacific Gas & Electric Company  
Vice President -- Engineering and Planning



# PRESIDIO of MONTEREY

17 July 2001

EXHIBIT

A

**RECORD OF ENVIRONMENTAL CONSIDERATION**  
**Privatization of utilities at Presidio of Monterey (POM), California**

**1. TITLE:** Privatization of electric utilities (infrastructure only) at POM: easement to PG&E

**2. DESCRIPTION OF PROPOSED ACTION:** The U.S. Army is privatizing the existing transmission system for electricity at the POM. This action involves conveying Army owned real property (e.g. poles, streetlights, substations, transmission lines, transformers and vaults) to Pacific Gas and Electric (PG&E), a private utility company. Upon transfer PG&E assumes responsibility for the operation, maintenance (O&M), repair and upgrade of the transmission system (excludes government owned electrical service connections to buildings). PG&E is not responsible for O&M beyond the service connections to individual buildings. An easement is also included. The U.S. Army is retaining ownership of the land.

Transferring the government owned infrastructure and granting a non-exclusive public utility easement to PG&E will accomplish privatization. This easement will provide access to associated plant, infrastructure and utility transmission lines required for operation, maintenance and repairs of the system. Other deeds in which the Army retains ownership or rights for transferable easements will also be included. The utility line easement will be 15 feet in width.

The U.S. Army is retaining all land associated with the privatization action described above. Restrictions to the proposed easement are established to protect Army owned structures and improvements IAW all applicable laws regulations. Information specific to the electrical transmission system, plant, infrastructure and transferable rights is available through the POM Directorate of Public Works (DPW), Utilities Branch, Building 4455, Gigling Road, Ord Military Community (OMC).

**3. BACKGROUND:** PG&E provides services throughout California with approximately 110,000 customers in the Monterey Peninsula and surrounding areas. Currently, the Army owns and operates the system and purchases electricity through an Army contract with PG&E. Electricity is supplied through a 4.6 kV overhead system at the Franklin Gate, and a 21 kV underground connection behind Price Fitness Center. The electrical distribution system consists of the following components:

- approximately 119,017 linear feet of underground wiring.
- approximately 44,280 linear feet of overhead wiring.
- approximately 10,400 linear feet of street lighting.
- two substations (21 kilovolt (kV) and 500 kV).
- numerous transformers (totaling 591 kV and 18,137 kV)

Construction on the electrical transmission system in the main cantonment area began in the 1940's and was upgraded throughout the years. The newer construction for the West Campus was completed in the late 1980's.

EXHIBIT     B

**4. ANTICIPATED COMMENCEMENT DATE:** The transfer of the electrical transmission system is scheduled on or about September 15, 2002.

**5. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS:** In order to ensure full compliance with the NEPA requirements environmental documents were prepared by both the U.S. Army Training and Doctrine Command (TRADOC), and the POM Directorate of Environmental and Natural Resources (DENR). In February 1999 TRADOC issued the "PROGRAMMATIC ENVIRONMENTAL ASSESSMENT PRIVATIZATION OF THE UTILITY SYSTEMS/FINDING OF NO SIGNIFICANT IMPACT" IAW guidelines outlined in Army Regulation (AR) 200-2 "Environmental Effects of Army Actions" dated 23 December 1988. DENR prepared a REC in August 1999 that tiered-off the TRADOC EA/FONSI, citing categorical exclusions (CX) A-14 and A-20.

This REC supercedes the August 1999 document and is prepared IAW the updated Army guidance outlined in "Department of Defense, Department of the Army, 32 CFR Part 651, Environmental Analysis of Army Actions: Final Rule Appendix B to Part 651 Categorical Exclusions..." effective 29 March 2002. Therefore the "Screening Criteria" and CXs that apply are follows:

*"Section I-Screening Criteria*

- (a) To use a CX, the proponent must satisfy the following three screening conditions:
- (1) The action has not been segmented. Determine that the action has not been segmented to meet the definition of a CX...
  - (2) No exceptional circumstances exist. Determine if the action involves extraordinary circumstances that would preclude the use of a CX...
  - (3) One (or more) CX encompasses the proposed action. Identify a CX (or multiple CXs) that potentially encompasses the proposed action...

*Section II-List of CXs...*

- (e) Construction and demolition: (1) Construction of an addition to an existing structure or new construction to a previously undisturbed site if the area to be disturbed has no more than 5.0 cumulative acres of new surface disturbance...
- (f) Real estate activities: (1) Grants or acquisitions of leases, licenses, easements, and permits for use of real property or facilities in which there is no significant change in land or facility use...
- (f) Real estate activities: (4) Transfer of active installation utilities to a commercial or government utility provider, except for those systems on property that has been declared excess and proposed for disposal..."

**6. ENVIRONMENTAL BASELINE SURVEY (EBS) AND SITE CONDITIONS:** A "SITE SCREENING INSPECTION (SSI) REPORT FOR THE PRESIDIO OF MONTEREY, CALIFORNIA" was completed in February 1993 and focused on sites either known or suspected to contain contamination. This report did not cover the entire installation but served as the functional equivalent of an EBS. Neither a basewide EBS nor separate site investigation was necessary to evaluate the overall condition of the electrical transmission system at POM.

**7. ENVIRONMENTAL ISSUES AND MITIGATION MEASURES:** Asbestos, lead-base paint and Polychlorinated Biphenyl (PCB) are not suspected to exist in the outside electric system. Electrical distribution transformers are sampled and removed from service if found to exceed the State of California threshold level (5 PPM or greater) of PCB containing dielectric fluid. PG&E is responsible for conducting an assessment of the infrastructure condition to prioritize repairs and upgrades.

PG&E is required to notify POM DPW regarding any construction, renovations and upgrades. A work plan for Army review and approval is required. Consultation with the California State Historic Preservation Officer (SHPO) is required for effects to archaeological, cultural and or historical resources. Therefore, notification to DENR is required for any digging/excavation proposed in the POM Archeological or Historical Districts. All work must be completed IAW pertinent Federal, state and local laws/regulations.

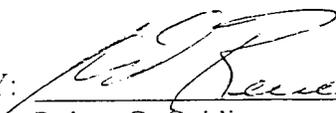
**8. CONCLUSIONS:** The CXs cited above are applicable since the action does not have a significant impact, either independently or cumulatively, on the physical environment or human safety. This action is not a major Federal undertaking that significantly affects environmental quality and/or human safety. Upgrading, routine maintenance and repairs of the transmission system for electricity should improve environmental quality at the installation.

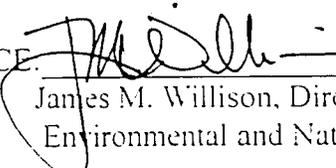
This action does not involve the use of unproven technology or require immediate changes in existing methodology. Following transfer the introduction of any new technology would be consistent with industry standards and applicable laws and regulations.

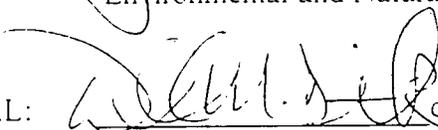
This action does not affect threatened/endangered species, critical habitats, and significant archaeological or historic resources through implementation of mitigation measures outlined in item 7 above. Modifications to historic resources are considered minimal. Concurrent privatization of the other utility systems at POM will not result in cumulative impacts on the environment. Privatization of the electric utilities will help ensure that system meets federal, state and local environmental regulatory requirements. There is no real estate or contaminated property involved with the infrastructure being transferred.

A separate Environmental Screening Document (ESD) is required for the real estate outgrant.

7. SIGNATURES:

PREPARED BY:  date 9-5-2002  
Robert G. Guidi  
Environmental Planner

CONCURRENCE:  date 5 Sept 02  
James M. Willison, Director  
Environmental and Natural Resources

APPROVAL:  date 17 SEP 02  
William M. Dietrick, Colonel SF  
Garrison Commander

**Advice 2547-G**

**Attachment B**

**Bill of Sale – Natural Gas Distribution System**

**Easement for Natural Gas Distribution System**

**Presidio of Monterey, Monterey County, CA**

**BILL OF SALE**

**NATURAL GAS DISTRIBUTION SYSTEM**

**Presidio of Monterey (POM) Defense Language Institute & Foreign Language  
Center, Monterey, California**

**THIS BILL OF SALE** entered into by and between the United States of America, acting through the Secretary of the Army, hereinafter called the "Government", and Pacific Gas & Electric Company (PG&E), hereinafter called the "Purchaser";

**WITNESSETH:**

**THAT** under and pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and the delegation of authority to the Secretary of Defense from the Administrator of the General Services Administration (FPMR, Section 101-47.302-2) and the redelegation of authority from the Secretary of Defense to the Secretary of the Army (20 Fed. Reg. 7113), the Government does hereby sell to the Purchaser, the POM natural gas distribution system, as described on Exhibit "A" hereinafter referred to as the "System" and located as shown on Exhibit "B", attached hereto and made a part hereof.

**WHEREAS**, pursuant to the Service Contract DABT 67-02-C-0009 September 23, 2002, between the Government and the Purchaser, and the adopted master plan for the POM, the Government intends to dispose of the utility distribution systems and associated infrastructure located on the POM, which includes the natural gas distribution lines and facilities by transferring the System to Pacific Gas & Electric Company (PG&E); and

**WHEREAS**, it is the intention of the parties that Pacific Gas & Electric Company (PG&E) will provide natural gas distribution service to the POM either as a municipal provider or through conveyance of the utility system to a franchised utility provider.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Government hereby transfers, assigns, conveys and delivers to the Pacific Gas & Electric Company (PG&E), its successors and assigns, all of the Government's rights, title and interest in and to all of the System as described in Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof. The System is presently located within, on or about the Presidio of Monterey, in the County of Monterey, State of California.

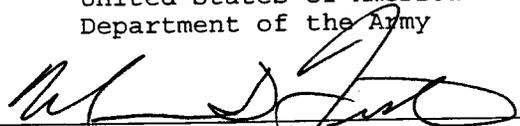
This Bill of Sale does not transfer any real estate rights or interest in the Presidio of Monterey. The rights or interests necessary to use the natural gas distribution lines and facilities on any such real property have been conveyed by separate utility easement, No. DACA05-2-03-511.

No warranty, express or implied, is made as to the title or condition of the System and it is understood that the Pacific Gas & Electric Company (PG&E) has had an opportunity to inspect the property, and by the acceptance of this instrument, agrees that it has received delivery of the System "as is" and "where is", except as may be otherwise agreed to in writing by the Government.

This Bill of Sale does not supersede or waive any contractual obligations and remedies between the Government and the Purchaser. Such obligations and remedies are in addition to and are not merged into this instrument.

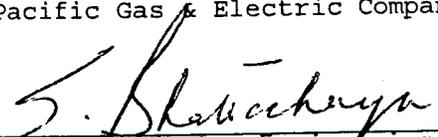
IN WITNESS WHEREOF, the United States Government has caused these presents to be executed as of the this 4<sup>th</sup> day of Nov, 2003.

United States of America  
Department of the Army

By:   
Marvin D. Fisher  
Chief, Real Estate Division  
U.S. Army Corps of Engineers, Sacramento

THIS BILL OF SALE is hereby accepted by the Purchaser this 3<sup>rd</sup> day of Feb, 2003.

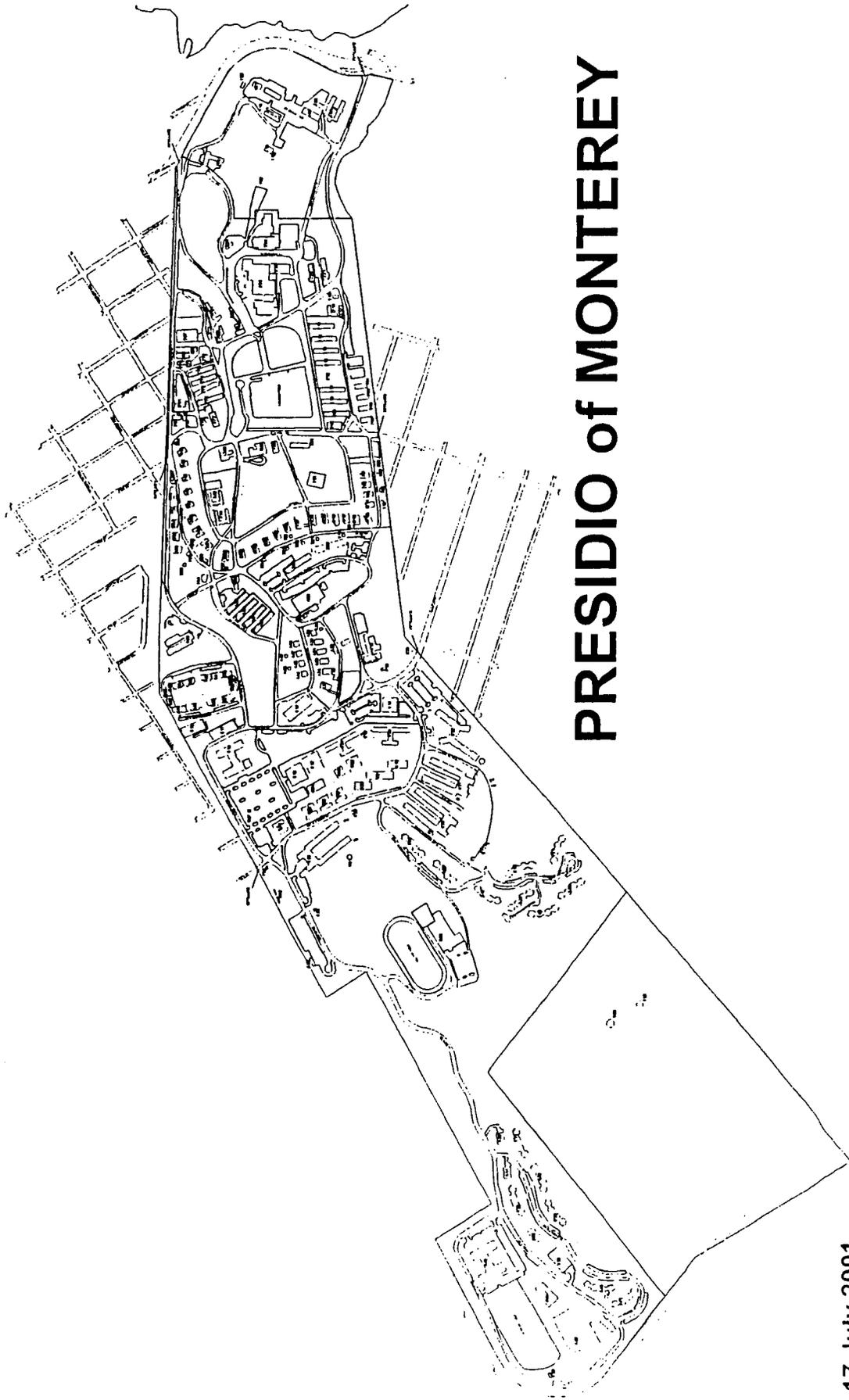
Pacific Gas & Electric Company (PG&E)

By:   
Title: Vice President - Engineering and Planning

NATURAL GAS DISTRIBUTION SYSTEM  
Personal Property

1. Gas lines, Cat code 82410 - 69,626 lf (estimated)

Transfer includes gas lines, metering stations, valves, and all other equipment associated with the natural gas distribution system.



# PRESIDIO of MONTEREY

17 July 2001

EXHIBIT B

**DEPARTMENT OF THE ARMY  
EASEMENT FOR NATURAL GAS DISTRIBUTION SYSTEM**

**LOCATED ON**

**PRESIDIO OF MONTEREY (POM)  
MONTEREY COUNTY, CALIFORNIA**

1. TERM
2. CONSIDERATION
3. NOTICES
4. AUTHORIZED REPRESENTATIVES
5. SUPERVISION BY THE INSTALLATION COMMANDER
6. APPLICABLE LAWS AND REGULATIONS
7. CONDITION OF PREMISES
8. INSPECTION OF PREMISES
9. PROTECTION OF GOVERNMENT PROPERTY
10. RIGHT TO ENTER
11. TRANSFERS AND ASSIGNMENTS
12. INDEMNITY
13. INSURANCE
14. SUBJECT TO EASEMENTS
15. REQUIRED SERVICES
16. RELOCATION OF FACILITIES
17. TERMINATION
18. SOIL AND WATER CONSERVATION
19. ENVIRONMENTAL PROTECTION
20. PRELIMINARY ASSESSMENT SCREENING
21. HISTORIC PRESERVATION
22. NON-DISCRIMINATION
23. RESTORATION
24. DISCLAIMER
25. NON-TRANSFERABLE RIGHTS
26. ANTI-DEFICIENCY ACT
27. RIGHT-OF-WAY WIDTH FOR DISTRIBUTION SYSTEM
28. REVENUE PRODUCING IMPROVEMENTS

EXHIBIT A –Natural Gas Distribution System

EXHIBIT B – Presidio of Monterey Property Map

EXHIBIT C – Record of Environmental Consideration

**DEPARTMENT OF THE ARMY  
EASEMENT FOR NATURAL GAS DISTRIBUTION SYSTEM**

**LOCATED ON**

**PRESIDIO OF MONTEREY (POM)  
MONTEREY COUNTY, CALIFORNIA**

**THE SECRETARY OF THE ARMY** under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2688 and the Defense Reform Initiative Directive (DRID) No. 49, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to Pacific Gas and Electric Company (PG&E), a California Corporation, hereinafter referred to as the Grantee, an easement for the Presidio of Monterey Natural Gas Distribution System, hereinafter referred to as the facilities, which are more fully described in Exhibit "A" attached hereto and made a part hereof, over, across, in and upon lands of the United States as identified in Exhibit "B," attached hereto and made a part hereof referred to as the Premises.

**THIS EASEMENT** is granted subject to the following conditions.

**1. TERM**

This easement is hereby granted for a term of fifty (50) years beginning upon execution.

**2. CONSIDERATION**

The consideration for this easement shall be the transfer of the facilities and the operation and maintenance of these facilities for the benefit of the United States and the general public in accordance with the terms herein set forth.

**3. NOTICES**

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to Pacific Gas & Electric Company (PG&E), 77 Beale Street, P.O. Box 770000, San Francisco, California 94177-0001, and, if to the United States, to the United States Corps of Engineers, Sacramento District Engineer, Attention: Chief, Real Estate Division, 1325 'J' Street, Sacramento, California 95814-2922, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

#### **4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

#### **5. SUPERVISION BY THE GARRISON COMMANDER**

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Garrison Commander, Presidio of Monterey, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

#### **6. APPLICABLE LAWS AND REGULATIONS**

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises is located, including, but not limited to, the provisions of Superfund Reauthorization and Recovery Act (SARA Title III); Emergency Planning and the Community Right to Know Act (EPCRA)(48 CFR 1: 11:23; & 52); Executive Order 12856; Endangered Species Act; Federal Facilities Compliance Act; Title 40 Code of Federal Regulations, Parts 1-799; 36 CFR 800 and the National Historic Preservation Act; the Clean Water Act, the National Pollutant discharge Elimination System (NPDES); the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; and the Environmental Protection Agency Regulations on Polychlorinated Biphenyls (40 CFR Part 761).

#### **7. CONDITION OF PREMISES**

The Grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

#### **8. INSPECTION AND REPAIRS**

The Grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

#### **9. PROTECTION OF GOVERNMENT PROPERTY**

The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this easement and shall exercise due

diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

#### **10. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

#### **11. TRANSFERS AND ASSIGNMENTS**

Without prior written approval by said District Engineer, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

#### **12. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

#### **13. INSURANCE**

a. At the commencement of this Easement, the Grantee shall obtain, from a reputable insurance company, or companies, self-insurance pool, or self-insure comprehensive liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or an amount not less than a combined single limit of \$5,000,000, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting there from, property damage, or both, suffered or alleged to have been suffered by any person or persons upon the premises or arising from activities conducted under this Easement.

b. The liability insurance policy shall insure the hazards of the Premises and operations conducted in and on the premises, independent contractors, or contractual liability (covering the indemnity included in this Easement). Each policy will provide that any losses shall be payable notwithstanding any act or failure to act or negligence of the Grantee or the United States or any other person; provide that the insurer will have no right of subrogation against the United States; and be reasonably satisfactory to the Grantor in all respects. Under no circumstances will the Grantee be entitled to assign to any third party rights of action that it may have against the United States arising out of this Easement.

c. Said officer or the District Engineer may require closure of any or all of the Premises during any period for which the Grantee does not have the required insurance coverage or qualify for self-insurance. A certification of insurance shall be provided evidencing self-insurance. The minimum amount of liability insurance coverage is subject to revision by the District Engineer every two (2) years or upon renewal or modification of this Easement.

d. The Grantee may require any agents, assignees, transferees, or successors, as joint and several responsible parties with the Grantee for those portions of the Premises under their control, to maintain and carry at their expense portions of the insurance requirement.

#### **14. SUBJECT TO EASEMENTS**

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted that will, in the opinion of said officer, interfere with the use of the premises by the Grantee.

#### **15. REQUIRED SERVICES**

The Grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates that shall be mutually agreeable but which that never exceed the most favorable rates granted by the Grantee for similar service.

#### **16. RELOCATION OF FACILITIES**

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the Grantee.

## **17. TERMINATION**

This easement may be terminated by the Secretary upon thirty (30) days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

## **18. SOIL AND WATER CONSERVATION**

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

## **19. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

## **20. RECORD OF ENVIRONMENTAL CONSIDERATION**

A Record of Environmental Consideration documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit "C". Upon expiration, revocation or termination of this Easement, another Record of Environmental Consideration shall be prepared that will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Grantee in accordance with the condition on **RESTORATION**.

## **21. HISTORIC PRESERVATION COMPLIANCE**

1. On the Presidio of Monterey (POM) is a Historic District (District) and "EL Castillo" (National Register Site), an archaeological site listed on the National Register of Historic Places. The enclosed map shows the location of the District and National Register Site on the POM. All work done within the District and National Register Site shall be done in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties, U.S. Department of Interior, National Park Service, 1995.
2. All work done in or visible from the District and National Register Site shall be consulted with the State Historic Preservation Officer and if required, the President's Advisory Council on Historic Preservation in accordance with the National Historic Preservation Act. Consultation for work to be performed will be initiated through the POM Directorate of Environmental and Natural Resources (DENR) prior to start of the work, except as noted in paragraph 6 below, titled "Work Exempt from Consultation Requirements." The items noted in paragraph 6 below will require documentation by the DENR prior to start of work.
3. Pacific Gas and Electric Company (PG&E) shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity from the District, National Register Site or Installation, including hidden deposits located within the National Register site.
4. In the event cultural artifacts, relics, remains or objects of antiquity are discovered in the course of performing work, PG&E shall immediately cease work and notify the Contracting Officer and the POM DENR while protecting the site and the discovered material from further disturbance until the POM DENR complies with applicable Federal laws regarding the discovery.
5. Additional Requirements for the National Register Site.
  - a. Except for replacement of existing utilities, where installation is restricted to areas previously disturbed by installation of these utilities, no ground disturbing activity will be allowed in the area shown on the enclosed map as an "Exclusion Area". The area is enclosed by

Lighthouse Avenue, Artillery Street between Lighthouse Avenue and Corporal Ewing Road and Corporal Ewing Road from Artillery Street to its projected interception of Lighthouse Ave. The projected interception is a straight line from Artillery Street along Corporal Ewing to Lighthouse.

b. All ground disturbing activities in the National Register Site shall require an Archaeologist to be on site at all times during the excavation. The archeologist shall meet the requirements of the Secretary of the Interior's Standards for professional Qualifications and shall have the authority to halt work should a discovery be identified.

c. Ground disturbing activities that do not allow an archaeologist to immediately observe and assess the impact of the action on potential archaeological sites are not allowed. These ground disturbing activities include but are not limited to jacking, boring, drilling, tunneling or forcing material into the ground by hammer or pounding device.

6. Work Exempt from Consultation Requirements. The activities listed below are exempt from the requirements to consult with the SHPO. Except for item a, below, these items will require documentation by DENR prior to the start of work.

a. General operations, maintenance and new construction in areas outside of the historic District and National Register site, provided such construction is not visible from historic properties.

b. Replacement, removal or upgrading of electrical wiring and pole mounted transformers.

c. Replacement or removal of existing poles outside of the National register site provided they are replaced within 10' of the existing location and are of wood.

d. Replacement of underground electrical and gas lines, outside of the National register site, where work is restricted to the areas previously disturbed by installation of these utilities.

e. Installation of underground utility lines outside of the National register site, where installation is not in areas previously disturbed by installation of these utilities and is under the direct supervision of an Archeologist.

f. Tree or branch removal when the trees are dead, diseased or hazardous and interfere with the operations of the utilities.

g. Within the area indicated on the map as "National Register Site" the following exemption shall apply: Repairs of existing utility systems under the direct supervision of an Archeologist. where work is restricted to the areas previously disturbed by installation of these utilities.

## **22. NON-DISCRIMINATION**

The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

## **23. RESTORATION**

On or before the expiration or termination of this easement, the Grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. Any costs incurred by the Grantee as a result of such restoration will be settled in accordance with the terms of the contract termination provision of Contract No. DABT 67-02-C-0009, effective September 23, 2002, the contract to own and operate the natural gas distribution systems at the POM.

## **24. DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit that may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license that may be required by Federal, state or local statute in connection with use of the premises.

## **25. NON-TRANSFERABLE RIGHTS**

**CONDITIONS 5, 8, 9, 10, 12, 14, 15, and 21** are non-transferable rights of the Grantor. In the event of disposal of the United States' underlying fee, these rights will not transfer with the land.

## **26. ANTI-DEFICIENCY ACT**

The Army's obligation to pay or reimburse any money under this Easement is subject to the availability of appropriated funds to the Department of the Army, and nothing in this Easement shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act.

## **27. RIGHT-OF-WAY WIDTH FOR DISTRIBUTION SYSTEM**

The width of this Easement will not exceed 15 feet (7½ feet each side of centerline of pipe) for all gas lines. In case the gas lines come within 7½ feet of an improvement, this Easement will be one foot from the outside of the improvement's foundation/footers and extend

out 15 feet. This Easement shall extend four feet outside the perimeter fence line of any gas storage tank or pump station or four feet outside the exterior of any building or structure that is not enclosed by a fence.

## **28. REVENUE PRODUCING IMPROVEMENTS**

Any revenue producing improvements not associated with the natural gas distribution system that are placed on any facility or within the easement area must be approved for a lease or license for use of POM land, by the POM Deputy of Public Works. These improvements must be in accordance with federal and state regulations.

**THIS EASEMENT** is not subject to Title 10, United States Code, Section 2662, as amended.

**{SIGNATURES TO FOLLOW}**

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 11th day of December, 2003.

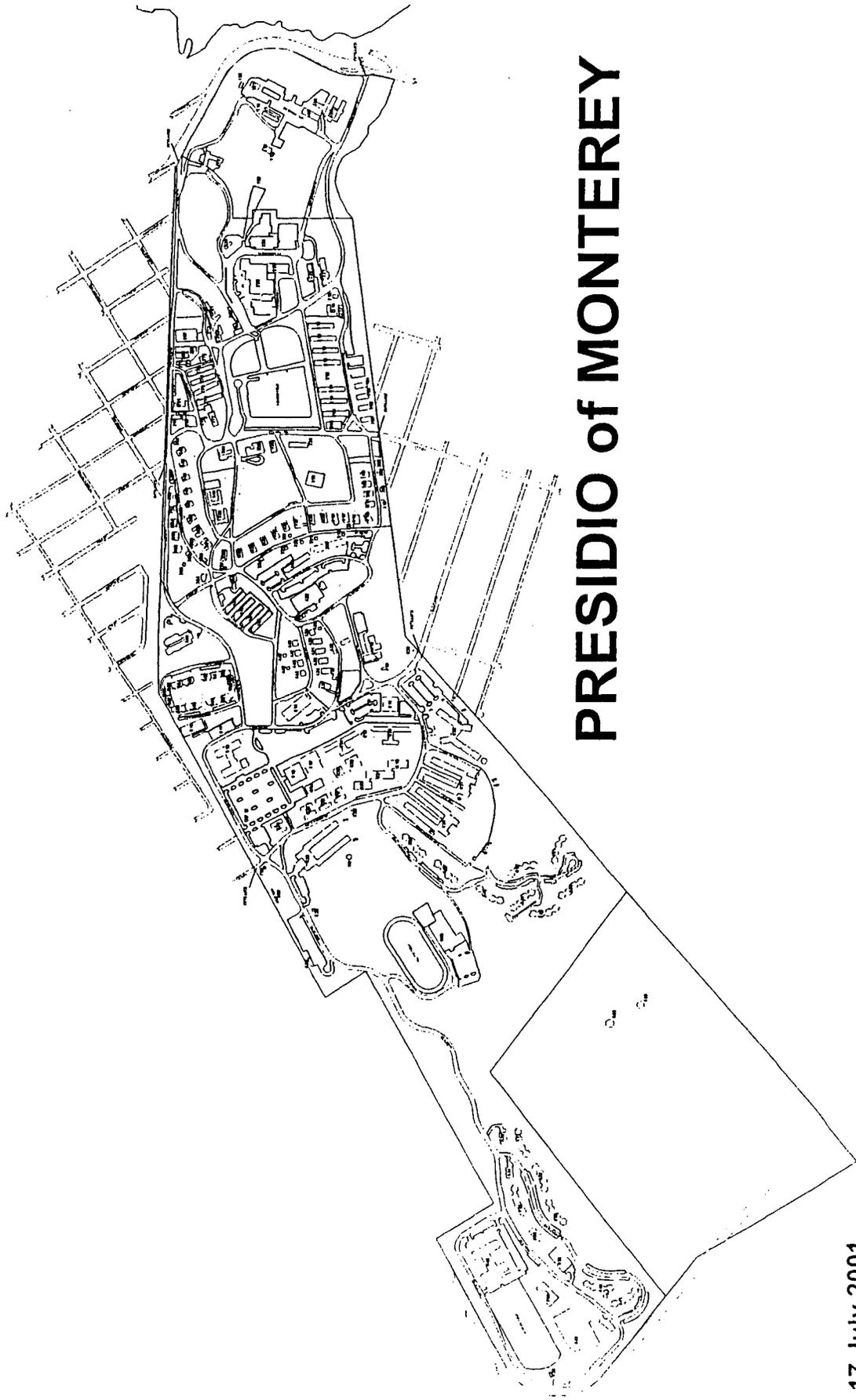
Reviewed as to form  
and content

  
\_\_\_\_\_  
Attorney

By:   
\_\_\_\_\_  
Marvin D. Fisher  
Chief, Real Estate Division  
U.S. Army Engineer District, Sacramento

THIS EASEMENT is also executed by the Grantee this 9 day of DEC., 2003.

By:   
\_\_\_\_\_  
Shan Bhattacharya  
Pacific Gas & Electric Company  
Vice President -- Engineering and Planning



# PRESIDIO of MONTEREY

17 July 2001



**RECORD OF ENVIRONMENTAL CONSIDERATION**  
Privatization of utilities at Presidio of Monterey (POM), California

- 1. TITLE:** Privatization of natural gas utilities (infrastructure only) at POM: plus-easement
- 2. DESCRIPTION OF PROPOSED ACTION:** The U.S. Army is privatizing the existing natural gas distribution system at the POM. This action involves conveying Army owned real property (e.g. meters, pipelines and valves) to Pacific Gas and Electric (PG&E), a private utility company. Upon transfer PG&E assumes responsibility for the operation, maintenance, repair and upgrade of the entire natural gas distribution system (excludes government owned service lines). An easement is also being granted. The U.S. Army is retaining ownership of the land.

Privatization will be accomplished by transferring the government owned infrastructure and granting a non-exclusive public utility easement to PG&E. This easement will provide access to associated plant, infrastructure and utility distribution lines for required system operation, maintenance and repairs. Other deeds in which the Army retains ownership or rights for transferable easements will also be included. The utility line easement will be 15 feet in width.

The U.S. Army is retaining all land associated with the privatization action described above. Restrictions to the proposed easement are established to protect Army owned structures and improvements IAW all applicable laws/regulations. Information specific to the natural gas distribution system, plant, infrastructure and transferable rights is available through the POM DPW, Utilities Branch, Building 4455, Gigling Road, Ord Military Community (OMC).

- 3. BACKGROUND:** PG&E provides services throughout California with approximately 110,000 customers in the Monterey Peninsula and surrounding areas. POM purchases natural gas through a Department of Defense supply contract with PG&E. Natural gas is supplied to POM at two connection points. The Army currently owns and operates the distribution system which consists of the following components:

- approximately 69,626 linear feet of pipeline, less than 2 inches to 6 inches in diameter,
- 50 distribution valves, and
- 116 building service connections (PG&E responsibility terminates at the gas regulator)

The gas distribution system in the main cantonment area was constructed in the 1950's. Newer construction for the West Campus was completed in the late 1980's.

- 4. ANTICIPATED COMMENCEMENT DATE:** The natural gas distribution system is scheduled for transfer on or about September 15, 2002.

- 5. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS:** In order to ensure full compliance with the NEPA requirements environmental documents were prepared by both the U.S. Army Training and Doctrine Command (TRADOC), and the POM Directorate of Environmental and Natural Resources (DENR). In February 1999 TRADOC issued the

"PROGRAMMATIC ENVIRONMENTAL ASSESSMENT PRIVATIZATION OF THE UTILITY SYSTEMS/FINDING OF NO SIGNIFICANT IMPACT" IAW guidelines outlined in the former Army Regulation (AR) 200-2 "Environmental Effects of Army Actions." Under the same AR DENR prepared a REC in August 1999 that tiered-off the TRADOC EA FONSI. The action was categorically excluded under the provisions set forth in former AR 200-2, Appendix A, List of Categorical Exclusions (CX). CX A-14 and A-20 applied at that time.

This REC supercedes previous one and is prepared IAW the updated Army guidance outlined in "Department of Defense, Department of the Army, 32 CFR Part 651, Environmental Analysis of Army Actions: Final Rule Appendix B to Part 651 Categorical Exclusions..." effective 29 March 2002. Therefore the "Screening Criteria" and CXs that apply are follows:

*"Section I-Screening Criteria*

- (a) To use a CX, the proponent must satisfy the following three screening conditions:
- (1) The action has not been segmented. Determine that the action has not been segmented to meet the definition of a CX...
  - (2) No exceptional circumstances exist. Determine if the action involves extraordinary circumstances that would preclude the use of a CX...
  - (3) One (or more) CX encompasses the proposed action. Identify a CX (or multiple CXs) that potentially encompasses the proposed action...

*Section II-List of CXs...*

- (c) Construction and demolition: (1) Construction of an addition to an existing structure or new construction to a previously undisturbed site if the area to be disturbed has no more than 5.0 cumulative acres of new surface disturbance...
- (f) Real estate activities: (1) Grants or acquisitions of leases, licenses, easements, and permits for use of real property or facilities in which there is no significant change in land or facility use...
- (f) Real estate activities: (4) Transfer of active installation utilities to a commercial or government utility provider, except for those systems on property that has been declared excess and proposed for disposal..."

**6. ENVIRONMENTAL BASELINE SURVEY (EBS) AND SITE CONDITIONS:**

A "SITE SCREENING INSPECTION (SSI) REPORT FOR THE PRESIDIO OF MONTEREY, CALIFORNIA" was completed in February 1993. This report was focused on sites either known or suspected to contain potential contamination. This report did not cover the entire installation but served as the functional equivalent of an EBS. Neither a basewide EBS nor separate site investigation was necessary to evaluate the overall condition of the natural gas system at POM.

7. ENVIRONMENTAL ISSUES AND MITIGATION MEASURES: Asbestos and lead base paint are not suspected to exist in the gas distribution system. PG&E is responsible for conducting an assessment of the infrastructure conditions to prioritize repairs and upgrades. Copies of that report are required by the Army to determine additional government costs, if any.

PG&E is required to notify POM DPW regarding any construction, renovations and upgrades. A work plan for Army review and approval is required. Notification to DENR is required for any digging/excavation proposed in the POM Archeological or Historical Districts. Compliance with all pertinent Federal laws and local regulations is required.

8. CONCLUSIONS: The CXs cited above are applicable since the action does not have a significant impact, either independently or cumulatively, on the physical environment or human safety. This action is not a major Federal undertaking that significantly affects environmental quality and or human safety. Upgrading, routine maintenance and repairs of the natural gas distribution system infrastructure should improve environmental quality at the installation.

This action does not involve the use of unproven technology or require immediate changes in existing methodology. Following transfer the introduction of any new technology would be consistent with industry standards and applicable laws and regulations.

This action does not affect threatened endangered species, critical habitats, or significant archaeological resources. Modifications to historic structures or districts are considered minimal. Consultation with the State Historic Preservation Officer (SHPO) is required. Concurrent privatization of the other utility systems at POM will not result in cumulative impacts on the environment. Privatization of the natural gas utilities system will help ensure that it meets federal, state and local environmental regulatory requirements. There is no real estate or contaminated property involved with the infrastructure being transferred.

A separate Environmental Screening Document (ESD) is required for the real estate outgrant.

7. SIGNATURES:

PREPARED BY: [Signature] date 9-5-2002  
Robert G. Guidi  
Environmental Planner

CONCURRENCE: [Signature] date 5 Sept 02  
James M. Willison, Director  
Environmental and Natural Resources

APPROVAL: [Signature] date 17 SEP 02  
William M. Dietrick, Colonel SF  
Garrison Commander

**PG&E Gas and Electric Advice  
Filing List  
General Order 96-A, Section III(G)**

ABAG Power Pool  
Accent Energy  
Aglet Consumer Alliance  
Agnews Developmental Center  
Ahmed, Ali  
Alcantar & Elsesser  
Anderson Donovan & Poole P.C.  
Applied Power Technologies  
APS Energy Services Co Inc  
Arter & Hadden LLP  
Avista Corp  
Barkovich & Yap, Inc.  
BART  
Bartle Wells Associates  
Blue Ridge Gas  
Bohannon Development Co  
BP Energy Company  
Braun & Associates  
C & H Sugar Co.  
CA Bldg Industry Association  
CA Cotton Ginners & Growers Assoc.  
CA League of Food Processors  
CA Water Service Group  
California Energy Commission  
California Farm Bureau Federation  
California Gas Acquisition Svcs  
California ISO  
Calpine  
Calpine Corp  
Calpine Gilroy Cogen  
Cambridge Energy Research Assoc  
Cameron McKenna  
Cardinal Cogen  
Cellnet Data Systems  
Chevron Texaco  
Chevron USA Production Co.  
Childress, David A.  
City of Glendale  
City of Healdsburg  
City of Palo Alto  
City of Redding  
CLECA Law Office  
Constellation New Energy  
CPUC  
Creative Technology  
Cross Border Inc  
Crossborder Inc  
CSC Energy Services  
Davis, Wright Tremaine LLP  
Davis, Wright, Tremaine, LLP  
Defense Fuel Support Center  
Department of the Army  
Department of Water & Power City

Dept of the Air Force  
DGS Natural Gas Services  
DMM Customer Services  
Downey, Brand, Seymour & Rohwer  
Duke Energy  
Duke Energy North America  
Duncan, Virgil E.  
Dutcher, John  
Dynegy Inc.  
Ellison Schneider  
Energy Law Group LLP  
Enron Energy Services  
Exelon Energy Ohio, Inc  
Exeter Associates  
Foster Farms  
Foster, Wheeler, Martinez  
Franciscan Mobilehome  
Future Resources Associates, Inc  
G. A. Krause & Assoc  
GLJ Energy Publications  
Goodin, MacBride, Squeri, Schlotz &  
Grueneich Resource Advocates  
Hanna & Morton  
Heeg, Peggy A.  
Hogan Manufacturing, Inc  
House, Lon  
Imperial Irrigation District  
Integrated Utility Consulting Group  
International Power Technology  
Interstate Gas Services, Inc.  
J. R. Wood, Inc  
JTM, Inc  
Kaiser Cement Corp  
Korea Elec Power Corp  
Luce, Forward, Hamilton & Scripps  
Marcus, David  
Masonite Corporation  
Matthew V. Brady & Associates  
Maynor, Donald H.  
McKenzie & Assoc  
McKenzie & Associates  
Meek, Daniel W.  
Mirant California, LLC  
Modesto Irrigation Dist  
Morrison & Foerster  
Morse Richard Weisenmiller & Assoc.  
Navigant Consulting  
New United Motor Mfg, Inc  
Norris & Wong Associates  
North Coast Solar Resources  
Northern California Power Agency  
Office of Energy Assessments  
Palo Alto Muni Utilities

PG&E National Energy Group  
Pinnacle CNG Company  
PITCO  
Plurimi, Inc.  
PPL EnergyPlus, LLC  
Price, Roy  
Product Development Dept  
Provost Pritchard  
R. M. Hairston & Company  
R. W. Beck & Associates  
Recon Research  
Regional Cogeneration Service  
RMC Lonestar  
Sacramento Municipal Utility District  
SCD Energy Solutions  
Seattle City Light  
Sempra  
Sempra Energy  
Sequoia Union HS Dist  
SESCO  
Sierra Pacific Power Company  
Silicon Valley Power  
Simpson Paper Company  
Smurfit Stone Container Corp  
Southern California Edison  
SPURR  
St. Paul Assoc  
Stanford University  
Sutherland, Asbill & Brennan  
Tabors Caramanis & Associates  
Tansev and Associates  
Tecogen, Inc  
TFS Energy  
TJ Cross Engineers  
Transwestern Pipeline Co  
Turlock Irrigation District  
U S Borax, Inc  
United Cogen Inc.  
URM Groups  
Utility Cost Management LLC  
Utility Resource Network  
Wellhead Electric Company  
Western Hub Properties, LLC  
White & Case  
WMA