

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



March 27, 2007

Advice Letter 2907-E

Rose de la Torre
Pacific Gas & Electric
77 Beale Street, Room 1088
Mail Code B10C
San Francisco, CA 94105

Subject: Section 851 Transaction – Sale and Conveyance of Certain Parcels of Land in Solano County

Dear Ms. de la Torre:

Advice Letter 2907-E is effective November 11, 2006. A copy of the advice letter is returned herewith for your records.

Sincerely,

Sean H. Gallagher, Director
Energy Division

REGULATORY RELATIONS	
M Brown Tariffs Section	D Poster
R Dela Torre	M Hughes
B Lam	
MAR 29 2007	
Return to _____	Records _____
cc. to _____	File _____



Brian K. Cherry
Vice President
Regulatory Relations

77 Beale Street, Room 1087
San Francisco, CA 94105

Mailing Address
Mail Code B10C
Pacific Gas and Electric Company
P.O. Box 770000
San Francisco, CA 94177

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September 27, 2006

Advice 2907-E

(Pacific Gas and Electric Company ID U 39 E)

**Subject: Section 851 Transaction – Sale and Conveyance of Certain
Parcels of Land in Solano County**

Public Utilities Commission of the State of California

Purpose

Pursuant to Section 851 of the California Public Utilities Code and the Rules of Practice and Procedure of the California Public Utilities Commission (“Commission”), Pacific Gas and Electric Company (“PG&E” or “Company”) respectfully requests authority for the Company to sell and convey six parcels of unimproved real property located in the City of Dixon, County of Solano County (“Property”), as set forth in the Purchase and Sale Agreements between the Company and Buyers dated May 31, 2006 (“Agreements”). The Agreements are appended hereto as Exhibits A-F.

Background

By this advice letter, the Company seeks Commission approval under Section 851 to sell and convey approximately 1.41 acres of unimproved real property located in the City of Dixon in Solano County to six adjacent property owners identified in Exhibits A-F (the “Buyers”) pursuant to six separate purchase and sale agreements for a total aggregate purchase price of Seventy One Thousand One Hundred Thirty Nine Dollars (\$71,139). The Company acquired the Property in the late 1920s for use as an electric transmission line corridor for the construction of the Davis-Cordelia 60 kV electric transmission line. The Company has determined that fee ownership of the Property is no longer necessary or useful for the Company’s utility operations if it can retain easements to use, access, and protect its transmission facilities.

In accordance with Resolution ALJ-186, Appendix B, Section III.B, PG&E provides the following information related to the proposed transaction:

(a) Identity of All Parties to the Proposed Transaction:

Pacific Gas and Electric Company
Andrew L. Niven
Peter Van Mieghem
Law Department
P.O. Box 7442
San Francisco, CA 94120
Telephone: (415) 973-2902
Facsimile: (415) 973-5520
Email: PPV1@pge.com

Edward R. and Dana Foss
350 West A Street
Dixon, CA 95620
Telephone: (707) 678-7386

Kathy Morris, United Methodist Church of Dixon
209 North Jefferson St.
Dixon, CA 95620
Telephone: (707) 678-2191

Jonathan Mark Brothers
379 North Jefferson
Dixon, CA 95620
Telephone: (707) 837-7213

Barbara V. Wilippo
815 North Lincoln
Dixon, CA 95620
Telephone: (707) 678-4017

Donald Johnson
P.O. Box 458
Dixon, CA 95620
Telephone: (707) 678-6266

Harold and Rolyne Wiegand
6144 Silveyville Road
Dixon, CA 95620
Telephone: (707) 678-2080

(b) Complete Description of the Facilities and Property Including Present Location, Condition and Use:

The Property is located in the City of Dixon in Solano County.

- Assessor Parcel No. 0113-054-150 is located between West A Street and North Adams Streets. The neighborhood on the east and the west of the Property is residential. The Property is currently being used for parking.
- Assessor Parcel No. 0113-053-130 is located between West B and North Jefferson Streets. The neighborhood on the east and the west of the Property is residential. The Property is currently being used as an extension of a back yard.
- Assessor Parcel No. 0113-064-200 is located between West C Street and North Jefferson Street. The neighborhood on the east and the west of the Property is residential. The Property is currently being used for a garden plot.
- Assessor Parcel No. 0113-063-020 is located between West D Street and North Jefferson Streets. The block through which this Property extends is mixed, residential (on the east) and commercial (on the west). The property is currently being used for parking.
- Assessor Parcel No. 0113-074-030 is located between West F Street and North Adams Streets. The block through which this Property extends is primarily commercial. The Property is currently being used for parking.
- Assessor Parcel No. 0113-073-270 is located between West F Street and West H Streets. The block though which the Property extends has vacant lots on the west and a residence on the east. The property is currently being used for parking and landscaping.

The six parcels represent approximately 61,663 total square feet, or approximately 1.41 acres, of unimproved real property. The Property was acquired by PG&E for use as an overhead electric transmission line right-of-way corridor for the PG&E Davis-Cordelia 60 kV transmission line.

The Property constitutes parcels of land identified by the Solano County Assessor as Assessor's Parcel Nos. 0113-054-150 0113-053-130, 0113-064-200, 0113-063-020, 0113-074-030, 0113-073-270 and the State Board of Equalization as SBE Nos. 135-48-1 Parcel 1, 135-48-1B Parcel 1, 135-48-1C Parcel 1, 135-48-1 Parcel 1, 135-48-1A Parcel 1, 135-48-1E Parcel 1, 135-48-1E Parcel 2, respectively, and more particularly described in the Agreements attached and referred to as Exhibits A-F. ("Property" as used herein includes such real property, together with all easements, rights and privileges appurtenant thereto.) The Company acquired the Property by grant deeds, descriptions of which are provided in Exhibit G.

Subject to the conditions described herein, PG&E's fee ownership of the Property is no longer necessary or useful for the Company's utility

operations if it can retain easements under the Agreement to use, access, and protect its transmission facilities.

Ratepayers will benefit from the sale through a lower rate base and reduced operating and maintenance costs on the Property. Shareholders will benefit from receiving the sales proceeds consistent with traditional ratemaking and also consistent with the regulatory accounting requirements for the sale of land based on the Federal Energy Regulatory Commission ("FERC") Uniform System of Accounts ("USOA"). The Property will be removed from rate base as a result of the sale and therefore will not be reported in the Company's next rate proceeding for transmission rates.

(c) Intended Use of the Property and Facilities:

PG&E's Davis-Cordelia 60 kV transmission line will still be operating in the area. PG&E will be retaining easements under the Agreements to use, access, and protect its transmission facilities. PG&E is informed that the Buyers do not plan any physical changes to the Property and no changes have been made to the Property.

(d) Complete Description of Financial Terms of the Proposed Transaction:

The terms and conditions for each of the proposed sales are contained in their respective Purchase and Sale Agreement and Assignment, Assumption, and Consent Agreement between the Company and Buyers (Exhibits A-F).

Based on an appraisal contained in each Agreement, the purchase price in aggregate for all Property is \$71,139. The individual sale prices by transaction for the six parcels are summarized in Exhibit G.

(e) Indication of How Financial Proceeds of the Transaction Will Be Distributed:

The Property described in this advice letter is subject to FERC accounting treatment since the Property being sold is part of the Company's electric transmission system. As a result of electric industry restructuring, jurisdiction for rates and services over PG&E's transmission system is vested with FERC. All costs for the Company's electric transmission system are subject to FERC ratemaking and accounting treatment for transmission service in the Company's transmission owner rate cases. Accordingly, FERC USOA Electric Plant Instructions, Number 7, Section E provides guidance for recording the gain on sale of land (non-depreciable property) to a non-utility account (Gain on Disposition of Property, 421.1). This account is classified as "Other Income and Deductions," and as such,

the gain on disposition of transmission assets flows to shareholders, not ratepayers.

The sale places no additional burdens on existing facilities, nor will it result in replacement property being purchased. Ratepayers have not contributed to the initial acquisition of the Property, nor has PG&E recovered this initial cost from ratepayers through depreciation expense; ratepayers will benefit from the lower rate base, reduced operating costs, and their quality of service will be unaffected by the sale.

Finally, the ratemaking treatment described in this section is consistent with Decision 06-05-041, "Opinion Regarding Allocation of Gains on Sale of Utility Assets."¹²

(f) Sufficient Information and Documentation (Including Environmental Review Information) to Indicate that All Criteria Set Forth in Section II(A) of Resolution ALJ-186 Are Satisfied:

PG&E has provided Information in this advice letter to meet the eligibility criteria under the advice letter pilot program. The proposed transactions will not have an adverse effect on the public interest because they will not interfere in any way with the operation of PG&E's facilities, or with the provision of service to PG&E's customers. In fact, the proposed transaction will serve PG&E customer interests by eliminating significant maintenance costs. The proposed transaction is under the \$5 million financial threshold for this type of transaction. PG&E will be collecting a total amount of \$71,139.00 for the sale of the Property to six separate buyers.

Under the existing circumstances, no CEQA review is required for the sale. The Commission previously ruled that if the property being exchanged "will be used in the same manner as previously, and neither applicant seeks authority from the Commission for a change in the existing use, there is no substantial evidence of any change to the environment, and no CEQA review is required." (D.99.03.033 (1999) Cal. PUC LEXIS 408).

In this instance, ownership of the land is merely being transferred from PG&E to the Buyers. There are no plans under the agreement to alter the use of the Property and neither PG&E nor the Buyer seeks authority to

¹ Ordering Paragraph 13 of D.06-05-041 states, "Electric utilities shall allocate gains on sale of transmission property according to the rules of the Federal Energy Regulatory Commission rules, rather than the rules we develop here."

² PG&E recognizes that DRA and TURN filed a Joint Application for Rehearing of D.06-05-041 on June 29, 2006, however their pleading does not challenge the Decision's ruling regarding treatment of gains on sale for FERC jurisdictional property.

change its use. Therefore the transaction should be deemed exempt from CEQA review.

(g) Complete Description of any Recent Past (Within the Prior Two Years) or Anticipated Future Transactions that May Appear To Be Related to the Present Transaction:

PG&E has consolidated the six separate sale transactions for the Property into this Section 851 advice letter. To PG&E's knowledge, there are no anticipated future transactions that may appear to be related to these six separate sale transactions.

(h) For Sales of Real Property and Depreciable Assets, the Advice Letter Shall Include the Original Cost, Present Book Value, and Present Fair Market Value, and a Detailed Description of How the Fair Market Value Was Determined (e.g., Appraisal):

The original cost for all the acquired Property is \$21,377.

The basis of the fair market value for each of the properties was determined by an internal appraisal review conducted September 2004, the details of which are included in each of the Exhibits A-F. The subject properties consist of six parcels, for some of the parcels, the highest and best use is commercial and for others, the highest and best use is residential. Review of the market indicated that the subject properties should range in value from \$1.00 - \$1.50 (Commercial) and \$.60 - \$1.00 (Residential) per square foot.

(i) For Leases of Real Property, the Advice Letter Shall Include the Fair Market Rental Value, and a Detailed Description of How the Fair Market Rental Value Was Determined:

Not applicable.

(j) Additional Information to Assist in the Review of the Advice Letter:

Not applicable.

(k) CEQA Checklist

Exemption

(1) Has the proposed transaction been found exempt from CEQA by a government agency?

The proposed transaction has not been found exempt from CEQA by a government agency.

- (a) If yes, please attach notice of exemption. Please provide name of agency, date of exemption, and state clearinghouse number.

Not applicable.

- (b) If no, does the applicant contend that the project is exempt from CEQA? If yes, please identify the specific exemption or exemptions that apply, citing to the applicable CEQA guideline(s).

The Commission previously ruled that if the property being exchanged "will be used in the same manner as previously, and neither applicant seeks authority from the Commission for a change in the existing use, there is no substantial evidence of any change to the environment, and no CEQA review is required." (D.99.03.033 (1999) Cal. PUC LEXIS 408).

Prior or Subsequent CEQA review

- (1) Has the project undergone CEQA review by another government agency? If yes, please identify the agency, the CEQA document that was prepared (EIR, MND, etc.) and its date, and provide one copy of any and all CEQA documents to the Director of the relevant Industry Division with a copy of the advice letter. Be prepared to provide additional copies upon request.

This project has not undergone CEQA review by another government agency.

- (2) Identify any aspects of the project or its environment that have changed since the issuance of the prior CEQA document.

No aspects of the project or its environment have changed.

- (3) Identify and provide section and page numbers for the environmental impacts, mitigation measures, and findings in the prior CEQA document that relate to the approval sought from the CPUC.

Not Applicable

(4) Does the project require approval by governmental agencies other than the CPUC? If so, please identify all such agencies, and the type of approval that is required from each agency.

Not Applicable.

Need CEQA?

If no exemption is applicable, and no prior review has occurred, please identify what applicant believes is the correct level of CEQA review.

Not Applicable.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, by facsimile or electronically, any of which must be received no later than 30 days after the date of this filing, which is **October 27, 2006**. Protests should be mailed to:

CPUC Energy Division
Attention: Tariff Unit, 4th Floor
505 Van Ness Avenue
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: jjr@cpuc.ca.gov and jnj@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest also should be sent via U.S. mail (and by facsimile and electronically, if possible) to PG&E at the address shown below on the same date it is mailed or delivered to the Commission:

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

Facsimile: (415) 973-7226
E-mail: PGETariffs@pge.com

Effective Date

Pursuant to the review process outlined in Resolution ALJ-186, PG&E requests that this advice filing become effective on **November 11, 2006**, which is 45 calendar days after the date of filing.

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 Rose de la Torre at (415) 973-4716. Advice letter filings can also be accessed electronically at:

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

Brian K. Cherry / TEM

Vice President, Regulatory Relations

Attachments – Exhibits A-G

cc: Service List - GO 96-A
ALJ Peter V. Allen, CPUC
ALJ Lynn Carew, CPUC
Andrew Barnsdale, CPUC – Energy Division
Junaid Rahman, CPUC – Energy Division
Brewster Fong, DRA
Edward R. and Dana Foss
Kathy Morris, United Methodist Church of Dixon
Jonathan Mark Brothers
Barbara V. Wilippo
Donald Johnson
Harold and Rolyne Wiegand

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. Pacific Gas and Electric Company U39M

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Ted Maguire

Phone #: (415) 973-0888

E-mail: temn@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas
PLC = Pipeline HEAT = Heat WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 2907-E

Subject of AL: Section 851 Transaction – Sale and Conveyance of Certain Parcels of Land in Solano County

Keywords (choose from CPUC listing): Section 851

AL filing type: Monthly Quarterly Annual One-Time Other _____

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution: N/A

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL _____

Summarize differences between the AL and the prior withdrawn or rejected AL: _____

Resolution Required? Yes No

Requested effective date: 11/11/2006

No. of tariff sheets: 0

Estimated system annual revenue effect: (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed: N/A

Pending advice letters that revise the same tariff sheets: N/A

Protests and all other correspondence regarding this AL are due no later than 30 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Ave.,
San Francisco, CA 94102
jjr@cpuc.ca.gov and jnj@cpuc.ca.gov

Pacific Gas and Electric Company
Attn: Brian K. Cherry
Vice President, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177
E-mail: PGETariffs@pge.com

EXHIBIT A

PACIFIC GAS AND ELECTRIC COMPANY
STANDARD PURCHASE AND SALE AGREEMENT
(North Adams from West A to West B)

(Unimproved Property)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of this 31 day of MAY, 2006, (the "Effective Date"), by and between **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("Seller"), and **EDWARD R. FOSS and DANA FOSS**, husband and wife, as joint tenants (collectively, "Buyer").

RECITALS:

A. Seller is the owner of that certain parcel of unimproved real property consisting of approximately 15,000 square feet located in the City of Dixon, County of Solano and State of California, identified by the Solano County Assessor as Assessor's Parcel No. 0113-054-150, the State Board of Equalization as SBE No. 135-48-1-5, commonly known as North Adams from West A to West B, and more particularly described in Exhibit A (such real property, together with all easements, rights and privileges appurtenant thereto, is hereinafter referred to collectively as the "Property").

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. PURCHASE AND SALE.

Subject to the terms and conditions contained in this Agreement, Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, for a purchase price of Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00) ("Purchase Price").

2. PAYMENT OF PURCHASE PRICE.

Buyer shall pay the Purchase Price for the Property to Seller as follows:

2.1 Deposit. Within five (5) days after the Effective Date of this Agreement, Buyer shall deposit an amount equal to Nine Hundred Thirty-Eight Dollars (\$938.00) ("Deposit") in escrow with Placer Title Company, 21 Towne Square, 2nd Floor, Vacaville, California 95688, Attn: Tiffany Alonzo, Escrow No. 503-3493, 707.678.0422 (telephone), 707.678.7615 (fax) ("Title Company"). The Deposit shall be considered to have been deposited only if it is made by bank wire transfer, certified check or cashier's check payable to the Title Company and drawn by a commercial bank or savings and loan association having a branch in and licensed to do business in the State of California. Buyer's failure to deliver the Deposit as required shall entitle Seller, by written notice to Buyer, to terminate this Agreement as of the date of the notice. Subject to the provisions of Sections 7 and 9 of this Agreement, the Deposit, and any accrued interest thereon, shall be delivered to Seller at close of escrow (as described in Section 3.3). The Deposit shall earn interest for the benefit of the party entitled to the Deposit under this Agreement.

2.2 Balance of Purchase Price. At least one (1) business day prior to close of escrow, Buyer shall deposit in escrow with the Title Company an additional sum equal to the balance of the Purchase Price in immediately available funds for delivery to Seller at close of escrow.

2.3 Assessments. At close of escrow, Buyer shall take title to the Property subject to the lien of any and all assessments encumbering the Property not then past due, and shall not be entitled to any credit against the Purchase Price for any portion of the obligations secured by such assessments.

3. ESCROW.

3.1 Establishment and Close of Escrow. Within five (5) days after the Effective Date of this Agreement, Buyer shall open an escrow with the Title Company (sometimes also referred to herein as the "Escrow Holder"), by delivering to the Title Company, the Deposit, a fully-executed copy of this Agreement and the Escrow Opening Instructions attached hereto as Exhibit B. The Deposit shall be held in such escrow in a federally insured, interest-bearing account. The parties estimate that the closing of this transaction ("Closing Date") will take place no later than at 8:00 a.m. California time on October 3, 2006 (the "Estimated Closing Date"); provided, however, that all conditions precedent set forth in Section 7 have been satisfied or waived. If the Governmental Approval described in Section 7.4 below has not been obtained prior to the Estimated Closing Date, Seller shall have the right (but not the obligation) to extend the Estimated Closing Date for up to an additional one (1) year to obtain Governmental Approval, in which case the Closing Date shall occur on the date specified by Seller, which date shall be no later than sixty (60) days following the date on which Governmental Approval is obtained. If Seller fails to obtain Governmental Approval prior to the Estimated Closing Date (as the same may be extended), this Agreement shall automatically terminate and except for agreements that expressly survive the termination of this Agreement, all obligations and liabilities of the parties under this Agreement shall terminate. If the conditions set forth in Section 7 have been satisfied (or waived by the party for whose benefit such condition precedent exists) prior to the Estimated Closing Date, the parties may mutually agree to accelerate the Closing Date.

3.2 Deposits into Escrow.

(a) At or prior to close of escrow, Buyer shall deposit or cause to be deposited with the Title Company the following:

- (i) The balance of the Purchase Price to be deposited by Buyer pursuant to Section 2.2;
- (ii) Buyer's share of the fees and charges described in Section 3.4(b);
- (iii) The amount, if any, payable to Seller pursuant to Section 3.5;
- (iv) Buyer's counterpart of the joint escrow instructions to the Title Company in the form attached hereto as Exhibit C (the "Joint Escrow Closing Instructions"), and any other instructions Buyer may deem necessary which are not inconsistent with the terms of this Agreement; and
- (v) The Release and Indemnity Agreement, duly executed by Buyer in the form attached hereto as Exhibit D (the "Release Agreement").

(b) At or prior to close of escrow, Seller shall deposit or cause to be deposited with the Title Company the following:

- (i) A grant deed, prepared and duly executed by Seller in recordable form, conveying fee title to the Property to Buyer ("Grant Deed");
- (ii) Affidavits certifying that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and California Revenue and Taxation Code Section 18662(e) ("Affidavits"); and

(iii) Seller's counterpart of the Joint Escrow Closing Instructions and any other instructions Seller may deem necessary which are not inconsistent with the terms of this Agreement.

3.3 Closing. After all the requirements of Section 3.2 have been satisfied and all conditions precedent set forth in Section 7 have been satisfied or waived, the parties shall instruct the Title Company to close escrow by, among other actions:

- (a) Recording the Grant Deed and instructing the Solano County Recorder to deliver the Grant Deed to Buyer after recording;
- (b) Recording the Release Agreement and instructing the Solano County Recorder to deliver the original Release Agreement to Seller after recording;
- (c) Delivering to or for the account of Seller the Purchase Price paid by Buyer pursuant to Sections 2.1 and 2.2, and the amount, if any, payable to Seller pursuant to Section 3.5;
- (d) Delivering to Seller an "as-recorded" conformed copy of the Grant Deed and Release Agreement; and
- (e) Delivering to Buyer the Affidavits and an "as-recorded" conformed copy of the Grant Deed and Release Agreement, and issuing and delivering to Buyer the policy of title insurance described in Section 4.4.

3.4 Costs. In connection with the transactions contemplated by this Agreement, Seller and Buyer shall pay all transfer taxes and closing costs in accordance with the following:

- (a) Seller shall bear the cost of the recording fees for recordation of the Grant Deed and the Release Agreement; and
- (b) Buyer shall pay any real property conveyance or documentary transfer taxes charged by the City and/or County in which the Property is located and payable with respect to the Grant Deed, escrow fees charged by the Title Company, the cost of any ALTA or other survey required by the Title Company in order to issue the policy of title insurance described in Section 4.4, and the premium and endorsement charges for the policy of title insurance described in Section 4.4.

3.5 Prorations. General and special real property taxes, the current fiscal year's installments of any assessments encumbering the Property, rents and other charges under any leases, utility charges, payments under any maintenance agreements or service contracts (provided such maintenance agreements and/or service contracts are assumed by Buyer), and all other income and expense items related to the Property shall be prorated as of close of escrow. The net amount due Seller from Buyer under this Section 3.5, if any, shall be delivered by Buyer to the Title Company prior to close of escrow. The net amount due Buyer from Seller under this Section 3.5, if any, shall be charged to Seller by the Title Company at close of escrow. To the extent that the amount of any of the foregoing income and expense items shall not have been determined as of the close of escrow, such income and expense items shall be prorated as of close of escrow as soon thereafter as such amount is determined and Seller shall promptly make to Buyer, and/or Buyer shall promptly make to Seller, any payments required by such prorations. **In addition, Buyer acknowledges that the Property is assessed by the California State Board of Equalization as of January 1 of each year, and Seller must pay real property taxes on the Property for the subsequent fiscal year commencing the following July 1. If close of escrow occurs between January 1 and June 30, Buyer shall deposit into escrow, or with Seller, the full amount to pay real property taxes for the tax year beginning on the July 1 immediately following the close of escrow, in addition to the prorated amount of real property taxes for the current tax year (ending June 30).** Seller shall pay the taxes for the subsequent tax year before they become

delinquent; provided, however, that Seller shall have the right to pay such taxes in installments as permitted by law.

3.6 Possession of Property. Seller shall deliver possession of the Property to Buyer upon close of escrow.

4. TITLE; TITLE INSURANCE.

4.1 Title. It shall be a condition precedent to Buyer's obligation to purchase the Property that Seller convey title to the Property to Buyer subject only to the following exceptions (the "Permitted Encumbrances"):

- (a) The lien of general and special real property taxes and assessments, not delinquent;
- (b) All matters and exceptions of record approved or deemed approved by Buyer pursuant to Section 4.3 below;
- (c) Any matters affecting title to the Property created by or with the consent of Buyer;
- (d) All matters which would be disclosed by an inspection or survey of the Property; and
- (e) Easements and other rights reserved by Seller pursuant to Section 4.2.

4.2 Easements and Other Reservations. Seller shall be entitled to reserve easements for all existing or proposed utility facilities located, or to be located, on or under the Property, including, without limitation, an easement for the purposes of operation, maintenance of, and all other activities related to Seller's two (2) steel poles and overhead transmission line, together with the right of ingress and egress over the Property. Within thirty (30) days following the Effective Date, or as soon thereafter as is reasonably practicable, Seller shall provide information concerning any such easements to be reserved and easements, leases or rights granted to others by Seller.

4.3 Title Objections. Buyer shall use diligence to obtain from the Title Company a preliminary report for the Property ("Title Report"), together with copies of the instruments underlying any exceptions referred to in the Title Report, within ten (10) days following the Effective Date. Within ten (10) days following Buyer's receipt of the Title Report, Buyer shall review any title exceptions disclosed therein. In addition, within ten (10) days after receipt of the same, Buyer shall review the easements to be reserved by Seller and other information disclosed by Seller pursuant to Section 4.2, if any. The failure of Buyer to object to any exceptions to title shown in the Title Report within ten (10) days following Buyer's receipt of same, or the failure of Buyer to object to any easements to be reserved by Seller or other information disclosed by Seller pursuant to Section 4.2 within ten (10) days following Buyer's receipt of same, which objection shall be in writing and shall specifically delineate the reasons therefor, shall be deemed to be an approval by Buyer of the condition of title to the Property. If any of the exceptions to title shown in the Title Report or proposed easements or other title matters disclosed by Seller pursuant to Section 4.2 are objectionable to Buyer, Seller may, at its sole election, agree to remove such objectionable items or otherwise satisfy Buyer with respect to such items prior to close of escrow. If Seller is unable or unwilling to remove any such objectionable items or otherwise satisfy Buyer with respect thereto, Buyer shall have the right, upon written notice to Seller given within five (5) days after Seller's notice of refusal or inability to remove the exceptions, to terminate this Agreement. If Buyer elects to terminate this Agreement, the Deposit, and any accrued interest thereon, shall be returned to Buyer, each party shall pay one-half (1/2) of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination.

4.4 Title Insurance. Upon the close of escrow, Buyer shall cause the Title Company to issue to Buyer either ALTA or CLTA title insurance coverage with total liability not to exceed the amount of the Purchase Price insuring that fee simple title to the Property is vested in Buyer.

5. CONDITION OF PROPERTY.

5.1 AS IS CONDITION. BUYER HAS BEEN STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ELECTROMAGNETIC FIELDS AND POTENTIAL ENVIRONMENTAL HAZARDS ARISING FROM THE PRESENCE ON OR ABOUT THE PROPERTY OF HAZARDOUS SUBSTANCES. EXCEPT AS EXPRESSLY HEREINAFTER PROVIDED IN SECTION 6, NEITHER SELLER, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS MAKES OR HAS MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO THE PHYSICAL CONDITION OF THE PROPERTY, THE USES OF THE PROPERTY OR ANY LIMITATIONS THEREON, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY PERTAINING TO ZONING, ENVIRONMENTAL OR OTHER LAWS, REGULATIONS OR GOVERNMENTAL REQUIREMENTS; THE UTILITIES ON THE PROPERTY, THE COSTS OF OPERATING THE PROPERTY OR ANY OTHER ASPECT OF THE ECONOMIC OPERATIONS ON THE PROPERTY; THE CONDITION OF THE SOILS OR GROUNDWATERS OF THE PROPERTY; THE PRESENCE OR ABSENCE OF ELECTROMAGNETIC FIELDS, TOXIC MATERIALS OR HAZARDOUS SUBSTANCES ON OR UNDER THE PROPERTY; OR ANY OTHER MATTER BEARING ON THE USE, VALUE OR CONDITION OF THE PROPERTY. SELLER MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OF TITLE TO THE PROPERTY, AND BUYER AGREES THAT IT WILL RELY SOLELY ON ITS POLICY OF TITLE INSURANCE ISSUED PURSUANT TO SECTION 4.4.

5.2 Right of Inspection.

(a) For a period not to exceed ninety (90) days following the Effective Date of this Agreement (the "Inspection Period"), Buyer and Buyer's authorized representatives, may enter onto the Property at any reasonable time and from time to time to survey and inspect the Property. No invasive testing, including, but not limited to, soil and groundwater sampling, may be conducted on the Property unless and until the testing plans and procedures are approved in writing by Seller. Seller may withhold its approval, or grant approval subject to such conditions as Seller may determine, in its sole and absolute discretion.

(b) Buyer shall notify Isabel Harris, Seller's Real Estate Transaction Specialist for the Property (the "Real Estate Transaction Specialist"), by telephone at 415.973.5559 not less than seventy-two (72) hours prior to Buyer or Buyer's representatives entering the Property in each instance. No such entry shall interfere with Seller's use of the Property. Seller shall have the right to have a representative accompany Buyer on each such entry.

(c) Buyer shall provide to Seller copies of all reports and studies prepared by or on behalf of Buyer, promptly upon receipt thereof by Buyer.

5.3 Indemnification. Buyer shall indemnify, defend (with counsel approved by Seller), protect and hold Seller, its officers, directors, employees, agents and contractors (collectively, "Indemnitees") harmless from and against any and all losses, costs, claims, damages, liabilities, or causes of action (including attorneys' fees and costs) (collectively, "Claims") arising out of or in any way connected with the Property and occurring as a result of any entry upon the Property, or activities conducted thereon by Buyer, its agents, contractors or employees prior to close of escrow, including Claims arising from the passive or active negligence of the Indemnitees, and Buyer shall return the Property as nearly as possible to the same condition the Property was in prior to such entry or activities.

5.4 Right to Terminate. If, for any reason, Buyer is not satisfied with the results of its inspections of the Property, Buyer shall have the right to terminate this Agreement by written notice to Seller given prior to the expiration of the Inspection Period. Buyer's notice of termination shall specify in detail the basis for Buyer's termination of this Agreement. Buyer's failure to terminate this Agreement prior to the expiration of the Inspection Period shall be deemed Buyer's approval of all matters relating to the Property, including, but not limited to, the physical condition of the Property, the possible uses of the Property and any limitations thereon. If Buyer elects not to terminate this Agreement as permitted above, (a) Buyer shall have no further right to terminate this Agreement, except in accordance with the provisions of Section 8 or Section 9.2 below (regardless of any changes in the condition of the Property or any facts or circumstances of which Buyer may become aware following the Inspection Period); and (b) in addition to all other claims waived by Buyer hereunder, Buyer shall be deemed to have waived any and all rights or claims against Seller with respect to matters discovered prior to the expiration of the Inspection Period. If Buyer elects to terminate this Agreement as permitted above, (x) the Deposit, and any accrued interest thereon, shall be returned to Buyer, each party shall pay one-half (1/2) of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination; and (y) Buyer shall promptly provide Seller with copies of any and all inspection reports regarding the Property prepared by or on the behalf of Buyer.

5.5 Hazardous Substances Disclosure; Buyer's Release. Seller, at some time during its ownership or use of the Property, may have handled, treated, stored and/or disposed of Hazardous Substances (as defined in the Release Agreement) on the Property. Some of these Hazardous Substances may contain chemicals known to the State of California to cause cancer or reproductive toxicity. Buyer acknowledges that Seller has made no investigation with respect to Hazardous Substances affecting the Property and that no Hazardous Substances report has been provided or will be provided to Buyer by Seller. Buyer has been strongly advised to investigate the existence of Hazardous Substances on, under, about or otherwise affecting the Property. Buyer further acknowledges that Seller shall not in any manner be responsible to Buyer for the presence of any electromagnetic field or Hazardous Substances on, under, about or otherwise affecting the Property, and further, as a material inducement to Seller for the sale of the Property to Buyer, Buyer agrees to execute and deliver the Release Agreement to Seller at or prior to close of escrow.

5.6 Seismic Disclosure Requirements.

(a) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a delineated earthquake fault zone as so designated under the Alquist-Priolo Earthquake Fault Zoning Act, Sections 2621 et seq. of the California Public Resources Code (an "Earthquake Fault Zone"), nor, to Seller's actual knowledge, is the Property situated within such an Earthquake Fault Zone.

(b) Seller hereby discloses to Buyer that seismic hazard maps are not yet available to determine whether the Property is situated within a seismic hazard zone as so designated under the Seismic Hazards Mapping Act, Sections 2690 et seq. of the California Public Resources Code (a "Seismic Hazard Zone"). Therefore, Buyer acknowledges and understands that the Property may be located within a Seismic Hazard Zone, and Buyer is strongly advised by Seller to conduct its own investigation with respect thereto.

5.7 Natural Hazards Disclosure Requirements.

(a) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a special flood hazard area as so designated by the Federal Emergency Management Agency (a "Special Flood Hazard Area"), nor, to Seller's actual knowledge, is the Property situated within such a Special Flood Hazard Area.

(b) In accordance with the requirements of California law, Seller hereby discloses to Buyer, and Buyer acknowledges and understands that, the Property is situated within an area of potential flooding on an Inundation Map as so designated pursuant to California Government Code Section 8589.5 (an "Area of Potential Flooding").

(c) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a Very High Fire Hazard Severity Zone as so designated pursuant to California Government Code Section 51178 (a "Fire Hazard Severity Zone"), nor, to the actual knowledge of Seller or its agents, is the Property situated within such a Fire Hazard Severity Zone.

(d) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a wildland area subject to substantial forest fire risks and hazards as so classified pursuant to California Public Resources Code Section 4125 (a "Wildland Fire Zone"), nor, to the actual knowledge of Seller or its agents, is the Property situated within such a Wildland Fire Zone.

5.8 Limitations on Disclosures. Buyer acknowledges and understands that, in making the representations and disclosures contained in Sections 5.6 and 5.7 above, Seller is relying solely on the Natural Hazards Disclosure Statement dated October 13, 2005 prepared by JCP Geologists, Inc. and identified as Report No. 2005101300064 (the "Natural Hazards Statement"). A copy of the Natural Hazards Statement is attached to this Agreement as Exhibit G. Buyer further acknowledges and understands that if the Property is situated within one or more of the hazard zones described in Sections 5.6 and 5.7 above, Buyer's ability to develop the Property, obtain insurance, or receive assistance after a disaster may be limited. The maps, on which the disclosures contained in Section 5.6 and 5.7 are based, only estimate where natural hazards exist, and are not definitive indications of whether or not a property will be affected by a natural disaster. Except as expressly provided herein, Seller is making and has made no representations regarding the seismic, geologic or other natural hazards affecting the Property, or the effect thereof on the future use or development of the Property, and Buyer should make its own inquiry and investigation of such hazards. Further, Buyer hereby waives, to the fullest extent permitted by law, any disclosure requirements relating to seismic, geologic and other natural hazards imposed on Seller by California law.

5.9 Confidentiality. Until close of escrow, and unless disclosure is otherwise required under this Agreement or under applicable law, Buyer shall keep and shall cause Buyer's agents, consultants and employees to keep confidential all tests, reports, documents, analyses, and opinions obtained by Buyer with respect to the Property, including, but not limited to, any information provided by Seller or received or prepared by Buyer in Buyer's independent factual, physical and legal examinations and inquiries respecting the Property (collectively, the "Confidential Information"), except that Buyer may disclose the same to its legal counsel and consultants, provided that Buyer obtains the agreement in writing of such legal counsel and consultants to keep the Confidential Information confidential. Until close of escrow, neither the contents nor the results of any Confidential Information shall be disclosed by Buyer, its agents, consultants and employees without Seller's prior written approval unless and until Buyer is legally compelled to make such disclosure.

5.10 Survival. The covenants, agreements and obligations of Buyer contained in this Section 5 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Seller's Representations. Seller hereby represents and warrants to Buyer as follows:

(a) Seller has full right, power and authority to enter into this Agreement and to sell, convey and transfer the Property and all rights appurtenant thereto to Buyer. All corporate action on the part of Seller necessary for the valid authorization, execution, and delivery of this Agreement, and the consummation of the transactions contemplated hereby has been taken, or at or prior to close of escrow will have been taken.

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or constitute a default under any of the terms, conditions or provisions of any other agreement to which Seller is a party or by which Seller is bound, and will not to the best of Seller's knowledge, violate any provision of, or require any consent, authorization or approval under, any applicable law, regulation, or order.

(c) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit H, Seller has received no written notice from any governmental agency or private person during the six (6) month period preceding the Effective Date that the condition, use or operation of the Property violates any law or any order or requirement of any governmental agency that could materially and adversely affect the operation or value of the Property (other than violations which have been cured).

(d) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit H, Seller has received no written notice of any pending or threatened lawsuits of any kind against Seller that could materially and adversely affect the operation or value of the Property or prohibit the sale thereof.

(e) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit H, Seller has received no written notice of any pending, threatened or contemplated condemnation proceedings affecting the Property or any part thereof.

Seller's "knowledge" or "receipt of written notice" as used in this Section 6.1 or elsewhere in this Agreement shall mean the actual knowledge of, or receipt of written notice by, the Real Estate Transaction Specialist, without any duty of inquiry. Buyer acknowledges and agrees that Seller may have records or files not in the possession of the Real Estate Transaction Specialist which may include information concerning the Property. Buyer understands that Seller will not undertake to determine whether any of such other files and/or records contain information concerning the Property and Seller will not make such other files and records available to Buyer for its review. Buyer further acknowledges and agrees that Seller and its affiliates have gone through numerous management changes and personnel changes over the years, and the employees who currently manage the Property may have little or no knowledge of the location or contents of the files and records relating to the Property. In light of the voluminous files and records of Seller, and the uncertainty of the location or content of such files, Buyer acknowledges and agrees that Buyer will, except for the limited representations and warranties contained in this Section 6.1, rely solely on its own investigations in making its decision to acquire the Property.

6.2 Buyer's Representations. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material, is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder) and shall fully survive the close of escrow and the recordation of the Grant Deed:

(a) This Agreement and all documents executed by Buyer which are to be delivered to Seller upon close of escrow are, or at the time of close of escrow will be, (i) duly authorized, properly executed and delivered by Buyer, (ii) legal, valid and binding obligations of Buyer enforceable in accordance with their terms at the time of close of escrow, and (iii) not in violation of any agreement or judicial order to which Buyer is a party or to which it is subject.

(b) Buyer is an experienced real property operator and investor, and is represented or has had an opportunity to be represented by counsel in connection with this transaction. Except for the express representations and warranties of Seller contained in Section 6.1 above, Buyer specifically acknowledges that it is acquiring the Property in an "AS IS, WHERE IS, WITH ALL FAULTS" condition, without any representations or warranties of Seller, express or implied, written or oral, as to the nature or condition of title to the Property, the physical condition of the Property, the uses of the Property or any limitations thereon. Buyer is relying solely upon, and, as of the expiration of the Inspection Period will have conducted, its own analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller (including, without limitation, an analysis of any and all matters concerning the condition, use, sale, development or suitability for development of the Property). Buyer is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters.

(c) The representations and warranties of Buyer set forth in this Agreement shall be true on and as of the close of escrow as if those representations and warranties were made on and as of such time.

7. CONDITIONS PRECEDENT.

7.1 Conditions to Buyer's Obligations. Buyer's obligation under this Agreement to purchase the Property is subject to the fulfillment or waiver of each of the following conditions precedent:

(a) The Title Company shall be prepared to issue at close of escrow the title insurance policy described in Section 4.4 upon payment of its regularly scheduled premium therefor, subject only to the standard printed exceptions to such title insurance policy and the Permitted Encumbrances; and

(b) Seller shall have performed each and every covenant contained in this Agreement to be performed by Seller at or prior to close of escrow.

7.2 Conditions to Seller's Obligations. Seller's obligation under this Agreement to sell the Property to Buyer is subject to the fulfillment or waiver of each of the following conditions precedent:

(a) Compliance with the California Subdivision Map Act (Government Code Section 66410, et seq.), including the approval and filing of a final subdivision map or parcel map if required; and

(b) Buyer's timely performance of each and every covenant contained in this Agreement to be performed by Buyer.

7.3 Satisfaction of Conditions. Buyer may waive any of the conditions precedent set forth in Section 7.1, and Seller may waive any of the conditions precedent set forth in Section 7.2. Subject to the foregoing and to the provisions of Section 9.1 below, in the event that any of the conditions precedent set forth in this Section 7 shall not be satisfied or waived at or prior to the Closing Date, then the party whose obligations are subject to such condition precedent shall have the right to terminate this Agreement, and the Deposit, and any accrued interest thereon, shall be returned to Buyer, less one-half of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement except those which expressly survive termination.

7.4 Governmental Approval. If Seller determines, in Seller's sole and absolute discretion, that approval ("Governmental Approval") of the California Public Utilities Commission ("CPUC") will be required as a condition precedent to Seller's sale of the Property to Buyer, then the obligation of each party to close the sale of the Property shall be conditioned upon obtaining such Governmental Approval at or prior to the close of escrow. Buyer acknowledges and agrees that Governmental Approval

shall not be deemed to have occurred for purposes of this Agreement unless and until the CPUC approves the sale of the Property to Buyer in a form that is final, unconditional and unappealable, including exhaustion of all administrative appeals or remedies before the CPUC, and such Governmental Approval is approved by Seller in its sole and absolute discretion, including, without limitation, Seller's approval of the proposed accounting and ratemaking treatment of the sale. Buyer further acknowledges and agrees that Seller makes no representation or warranty with respect to the Governmental Approval, and Buyer hereby waives all claims against Seller which may arise out of losses, expenses or damages suffered or incurred by Buyer as a result of the need for the Governmental Approval or the failure of the CPUC to approve the sale of the Property to Buyer.

8. CONDEMNATION. In the event of any taking of more than fifty percent (50%) of the land area of the Property in eminent domain proceedings or under threat of condemnation prior to the close of escrow, Buyer shall have the right to terminate this Agreement and recover all amounts paid on account of the Purchase Price by giving to Seller written notice of termination within five (5) days following the date of such taking. In the event of a taking of fifty percent (50%) or less of the land area of the Property prior to the close of escrow or in the event that Buyer shall not elect to terminate the Agreement as aforesaid, Buyer shall remain obligated to perform its obligations under this Agreement, and Seller shall assign to Buyer at close of escrow the portion of any condemnation award attributable to Seller's interest in the Property. For the purposes of this Agreement, a taking in condemnation shall mean the taking of possession or the vesting of fee title to the Property in a governmental entity pursuant to the exercise of the power of eminent domain or pursuant to a deed given in lieu or in contemplation thereof.

9. DEFAULT.

9.1 Buyer's Default.

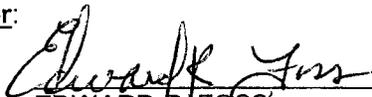
(a) IN THE EVENT THAT THE SALE OF THE PROPERTY TO BUYER UNDER THIS AGREEMENT SHALL NOT BE CONSUMMATED BECAUSE OF A DEFAULT BY BUYER AFTER BUYER'S NINETY (90) DAY INSPECTION PERIOD, SELLER MAY UNILATERALLY TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING WRITTEN NOTICE TO BUYER AND THE TITLE COMPANY, AS ESCROW HOLDER. THEREUPON, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS UNDER THIS AGREEMENT, AND ESCROW HOLDER IS HEREBY IRREVOCABLY INSTRUCTED BY BUYER AND SELLER TO DISBURSE THE DEPOSIT, PLUS ANY ACCRUED INTEREST THEREON, TO SELLER AS LIQUIDATED DAMAGES. IN ADDITION, ESCROW HOLDER SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, AND ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER. SELLER'S RETENTION OF THE DEPOSIT IS NOT INTENDED AS A FORFEITURE OR A PENALTY, BUT IS INTENDED TO COMPENSATE SELLER FOR DAMAGES IT WILL SUSTAIN BY REASON OF SUCH DEFAULT BY BUYER, INCLUDING DAMAGES RESULTING FROM THE REMOVAL OF THE PROPERTY FROM THE MARKET, THE LOSS OF BUSINESS AND DEVELOPMENT OPPORTUNITIES AND THE LOSS OF PROSPECTIVE INVESTMENT IN OTHER PROPERTY. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF SELLER'S ACTUAL DAMAGES AS A RESULT OF BUYER'S DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, AND THE AMOUNT PROVIDED FOR HEREIN IS A REASONABLE ESTIMATE OF SUCH DAMAGES. BY THEIR SIGNATURES BELOW, SELLER AND BUYER SPECIFICALLY ACKNOWLEDGE THEIR ACCEPTANCE AND APPROVAL OF THE FOREGOING LIQUIDATED DAMAGES PROVISION.

(b) NOTHING CONTAINED IN THIS SECTION 9.1 SHALL SERVE TO WAIVE OR OTHERWISE LIMIT (1) SELLER'S REMEDIES OR DAMAGES FOR CLAIMS OF SELLER AGAINST BUYER WITH RESPECT TO ANY OBLIGATIONS OF BUYER THAT, BY THE TERMS OF THIS AGREEMENT, SURVIVE THE CLOSE OF ESCROW OR ANY TERMINATION OF THIS AGREEMENT BEFORE THE CLOSE OF ESCROW, INCLUDING, WITHOUT LIMITATION, BUYER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 5.3 AND SECTION 10.2, OR (2) SELLER'S RIGHTS TO OBTAIN FROM BUYER ALL COSTS AND EXPENSES OF ENFORCING THE LIQUIDATED DAMAGE PROVISION CONTAINED IN SECTION 9.1(A) ABOVE, INCLUDING ATTORNEYS' FEES AND COSTS PURSUANT TO SECTION 11.11 BELOW.

(c) THE PARTIES AGREE THAT SELLER WOULD SUFFER MATERIAL INJURY OR DAMAGE NOT COMPENSABLE BY THE PAYMENT OF MONEY IF BUYER WERE TO BREACH OR VIOLATE ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTIONS 5.9 AND 11.12 OF THIS AGREEMENT. ACCORDINGLY, NOTWITHSTANDING THE PROVISIONS OF SECTION 9.1(A) ABOVE, IN ADDITION TO ALL OTHER REMEDIES THAT SELLER MAY HAVE, SELLER MAY BRING AN ACTION IN EQUITY OR OTHERWISE FOR SPECIFIC PERFORMANCE TO ENFORCE COMPLIANCE WITH SUCH SECTIONS, OR AN INJUNCTION TO ENJOIN THE CONTINUANCE OF ANY SUCH BREACH OR VIOLATION THEREOF. BUYER AGREES TO WAIVE ANY REQUIREMENT FOR A BOND IN CONNECTION WITH ANY SUCH INJUNCTIVE OR OTHER EQUITABLE RELIEF.

ACKNOWLEDGMENT AS TO ACCEPTANCE OF THE IMMEDIATELY PRECEDING LIQUIDATED DAMAGES PROVISION:

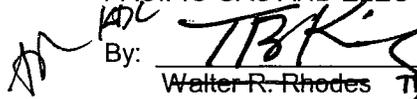
Buyer:


EDWARD R. FOSS,
as joint tenant


DANA FOSS,
as joint tenant

Seller:

PACIFIC GAS AND ELECTRIC COMPANY


By: ~~Walter R. Rhodes~~ **THOMAS B. KING**
Vice President, **PRESIDENT AND CHIEF EXECUTIVE OFFICER**
~~Strategic Sourcing and Operations Support~~

9.2 Seller's Default. If the sale of the Property under this Agreement shall not be closed because of a default by Seller, Buyer shall have, at its option and as its sole remedies, the following:

(a) The right to pursue specific performance of this Agreement, provided that Buyer waives in writing any right it may have to bring an action for, or assert, any damages against Seller for such default of Seller. In no event shall Buyer be entitled to any damages as a result of a default by Seller under this Agreement.

(b) As an alternative to the remedy provided in Section 9.2(a), the right to terminate this Agreement and receive a return of the Deposit and any interest thereon, whereupon neither party shall have any further rights or obligations hereunder, except those which expressly survive termination.

9.3 Failure of Conditions. If prior to the close of escrow Seller discloses to Buyer or Buyer discovers that (a) title to the Property is subject to defects, limitations or encumbrances other than as shown on the Title Report, or (b) any representation or warranty of Seller contained in this Agreement is, or as of the Closing Date will be, untrue, then Buyer shall, within three (3) days following Buyer's receipt of such information, give Seller written notice of its objection thereto, which objection shall be in writing and shall specifically delineate the reasons therefor. If Buyer fails to furnish Seller with such an objection notice within said three (3) day period, Buyer shall be deemed to have irrevocably waived any right to object to such information, and this Agreement shall continue in full force and effect. However, if Buyer furnishes Seller with such an objection notice within said three (3) day period, Seller may elect by notice to Buyer either (i) to attempt to cure or otherwise remedy Buyer's objection (in which event, Seller may postpone the close of escrow for up to thirty (30) days to effect said cure) or (ii) not to cure or otherwise remedy Buyer's objection. Buyer acknowledges and agrees that Seller shall have no obligation to cure any objection. If Seller is unable or unwilling to cure Buyer's objection and Buyer fails to waive the objection within ten (10) days after notice thereof from Seller, this Agreement will terminate automatically, and, provided that Buyer shall not be in default hereunder, Seller shall promptly direct the Escrow Holder to

return the Deposit and any interest thereon to Buyer, whereupon neither party shall have any further rights or obligations hereunder, except those which expressly survive termination.

10. BROKERS.

10.1 Seller. Seller hereby represents and warrants to Buyer that Seller has incurred no obligation to any finder or real estate broker or salesperson with respect to this transaction, and in the event that any contrary claim is made, Seller shall indemnify, defend and hold Buyer harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and costs) with respect to any such additional finder, broker or salesperson. The representations, warranties and covenants of Seller contained in this Section 10.1 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

10.2 Buyer. Buyer hereby represents and warrants to Seller that Buyer has not incurred any obligation to any finder or real estate broker or salesperson with respect to this transaction, and in the event that any contrary claim is made, Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and costs) with respect to any such finder, broker or salesperson. The representations, warranties and covenants of Buyer contained in this Section 10.2 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed. Buyer is licensed to sell real estate in the State of California.

11. MISCELLANEOUS.

11.1 Operation of the Property Prior to Closing. During the period from the date of Seller's execution of this Agreement to the close of escrow, Seller shall maintain the Property in the condition in which it exists as of the Effective Date, normal wear and tear excepted, and otherwise act with respect to the Property in accordance with its pre-existing practices as if the Property were not to be sold to Buyer. Seller agrees not to enter into any lease, management agreement or maintenance or service contract, or alter or amend any of the material terms of any such existing agreements during such interim period, without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

11.2 Survival of Seller's Representations and Warranties. The representations and warranties of Seller contained in Sections 6.1 and 10 of this Agreement shall survive the close of escrow and continue for a period of six (6) months thereafter and shall thereupon expire and be of no further force and effect. Any claim for breach of any such representations and warranties must be made within such 6-month period or shall be waived. Notwithstanding the foregoing, in the event Buyer discovers prior to the close of escrow that any representations or warranties made by Seller are untrue or inaccurate, or that Seller failed to make any material disclosures to Buyer regarding the Property (collectively, "Disclosure Defects"), Seller shall bear no liability for such matters, and Buyer shall, as its sole remedy (provided that Seller has not breached an express covenant set forth in this Agreement), elect either to (a) waive such matters and complete the purchase of the Property in accordance with the terms of this Agreement or (b) terminate this Agreement and receive a refund of the Deposit plus all interest accrued thereon. Buyer's consent to the close of escrow in this transaction shall conclusively demonstrate Buyer's waiver of any Disclosure Defects known to Buyer prior to the close of escrow, and Buyer shall not be entitled to make any claim or bring any action for damages against Seller arising out of any Disclosure Defects.

11.3 Time of Essence. Time is of the essence of this Agreement and each and every provision hereof.

11.4 Further Assurances. Each party hereto agrees to execute and deliver to the other party such further documents or instruments as may be necessary or appropriate in order to carry out the intentions of the parties as contained in this Agreement.

11.5 Binding Effect; Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the heirs, successors and assigns of the parties hereto. Notwithstanding the foregoing, Buyer shall have no right to assign its rights and obligations under this Agreement unless (a) Buyer shall obtain the prior written consent of Seller to such assignment, which consent shall not be unreasonably withheld, (b) Buyer shall not then be in default of any of its obligations under this Agreement, (c) Seller shall have approved the form of assignment, (d) the assignee shall have expressly assumed all of the obligations of Buyer under this Agreement, (e) Buyer shall furnish Seller with evidence acceptable to Seller that the proposed assignee possesses the financial ability to perform Buyer's obligations contemplated by this Agreement, and (f) Buyer shall continue to be primarily liable under this Agreement; provided, however, that Buyer may freely assign its rights and obligations under this Agreement to any parent company, subsidiary or affiliate of Buyer, or to any partnership or other entity to be formed by Buyer for the purpose of acquiring the Property, provided that Buyer shall not be released of its obligations under this Agreement. Buyer agrees to reimburse Seller, within thirty (30) days after demand, for all costs and expenses (including attorneys' fees and costs) incurred by Seller in connection with any assignment of Buyer's interest in this Agreement, whether or not Seller's consent to such assignment is required or obtained, including, without limitation, all costs and expenses (including attorneys' fees and costs) incurred to amend any pending application for approval(s) described in Section 7 above as a result of such assignment. Buyer acknowledges that fees attributable to the work of Seller's in-house attorneys are reimbursable under the preceding sentence, and that such fees shall be calculated as provided in Section 11.11 below. Buyer acknowledges and agrees that Seller shall have the right to assign or otherwise convey its rights and/or obligations under this Agreement and/or with respect to the Property without the consent of Buyer, provided that Seller provides written notice of such assignment or conveyance, and the assignee assumes the remaining obligations of Seller under this Agreement. Said assignee shall be substituted as Seller hereunder and shall be entitled to the benefit of and may enforce Buyer's covenants, representations and warranties hereunder as if such assignee were the original Seller hereunder.

11.6 Severability. If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severable; provided, however, if such unenforceability or invalidity alters the substance of this Agreement (taken as a whole) so as to deny either party, in a material way, the realization of the intended benefit of its bargain, such party may terminate this Agreement within thirty (30) days after the final determination by notice to the other. If such party so elects to terminate this Agreement, then this Agreement shall be terminated, the Deposit, and any accrued interest thereon, shall be returned to Buyer, each party shall pay one-half (1/2) of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination.

11.7 Governing Laws; Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Seller and Buyer agree that the venue of any action, proceeding or counterclaim on any matter whatsoever arising out of or in any way connected with this Agreement shall be in the County of San Francisco, California. The covenants of Seller and Buyer contained in this Section 11.7 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

11.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.9 Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be either personally delivered or transmitted by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or Airborne Express, addressed to the parties as follows:

If to Seller:

Isabel Harris
Pacific Gas and Electric Company
245 Market Street
Mail Code N10A
San Francisco, CA 94105

With a copy to:

Wendy Coleman, Esq.
Law Department
Pacific Gas and Electric Company
77 Beale Street, Mail Code B30A
San Francisco, CA 94105

If to Buyer:

Edward R. Foss and Dana Foss
6146 Reddick Lane
Dixon, CA 95620

The date of any notice or communication shall be deemed to be the date of receipt if delivered personally, or the date of the receipt or refusal of delivery if transmitted by mail or overnight courier. Any party may change the address for notice by giving notice to the other party in accordance with this Section 11.9.

11.10 Prior Agreements. This Agreement and the exhibits hereto contain the entire understanding of the parties relating to the subject matter hereto and shall supersede any prior written or oral agreements or communications between the parties pertaining to such subject matter.

11.11 Attorneys' Fees. In the event that any party shall bring an action to enforce its rights under this Agreement, or relating to the interpretation hereof, whether for declaratory or other relief, the prevailing party in any such proceeding shall be entitled to recover from the other party reasonable attorneys' fees and all costs, expenses and disbursements that the prevailing party incurred in connection with such proceeding and any appeal thereof (including, but not limited to, the reasonable costs of discovery, investigation, preparation for trial, professional or expert consultation and testimony). A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. For purposes hereof, the reasonable fees of Seller's in-house attorneys who perform services in connection with any such action are recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by Seller's Law Department. Any such fees and costs incurred prior to judgment, award, or decree may be included in any judgment, award or decree entered in such proceeding in favor of the prevailing party. Any such fees, costs and expenses incurred by the prevailing party in enforcing a judgment, award or decree in its favor shall be recoverable separately from and in addition to any other amount included in such judgment, award or decree. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

11.12 Confidentiality. Neither party shall disclose the terms of this Agreement to any third party without the prior written consent of the other party. It is understood that the confidentiality of the terms hereof is critical to preserve the financial integrity of the Property.

11.13 Limitation on Liability. Buyer expressly agrees that the obligations and liabilities of Seller under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives of Seller. Notwithstanding anything to the contrary, Seller's liability, if any, arising in connection with this Agreement or with the Property shall be limited to Seller's interest in the Property for the recovery of any judgment against Seller, and Seller shall not be personally liable for any such judgment or deficiency after execution thereon. The limitations of liability contained in this Section 11.13 shall apply equally and inure to the benefit of Seller's present and future officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives, and their respective heirs, successors and assigns.

11.14 Exhibits. The following Exhibits are attached hereto and incorporated by reference into this Agreement:

- Exhibit A - Legal Description of Property
- Exhibit B - Escrow Opening Instructions
- Exhibit C - Joint Escrow Closing Instructions
- Exhibit D - Release and Indemnity Agreement
- Exhibit E - Intentionally Omitted
- Exhibit F - Intentionally Omitted
- Exhibit G - Natural Hazard Disclosure Statement
- Exhibit H - Disclosure Exhibit

11.15 Required Actions of Buyer and Seller. Buyer and Seller agree to take such reasonable actions, including but not limited to acknowledging, delivering or executing instruments and documents, as may be required to effectuate the purposes of this Agreement or to consummate the purchase and sale of the Property as contemplated herein.

11.16 Back-Up Offers. Seller shall have the right to solicit, receive, consider and accept so-called "back-up" offers to purchase the Property.

11.17 Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Agreement as Buyer, the liability of each such individual, corporation, partnership or other business association to perform Buyer's obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Buyer shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

11.18 Mediation. In the event any dispute arises concerning the enforcement and/or interpretation of this Agreement, including, but not limited to, any claim that either party has breached this Agreement, or any dispute concerning Hazardous Substances (as defined in the Release Agreement), the parties agree to attempt initially to settle such claims or disputes in good faith between themselves. Said obligation to discuss settlement of such claims or disputes shall be initiated by written notice of such claim or dispute. Should the parties not settle such claims or disputes within thirty (30) days of the date of mailing of said notice or within such additional time period to which the parties agree in writing (the "Negotiation Period"), the parties agree to submit any such claim or dispute to mediation. The parties shall select a mediator within thirty (30) days of the expiration of the Negotiation Period (the "Selection Period"), either by mutual agreement or, in the absence of agreement on a mediator, by requesting during the Selection Period that the American Arbitration Association in San Francisco, California appoint a mediator. The mediation shall be commenced within thirty (30) days of the selection of a mediator by the parties or the American Arbitration Association. Except as provided herein or by written agreement of the parties, the mediation shall be conducted in San Francisco pursuant to the rules of the American Arbitration Association. Should the dispute be settled in mediation prior to litigation, each party shall bear

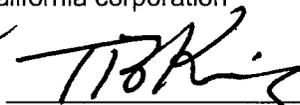
its own costs and attorney's fees. If the parties are not able to settle the dispute through mediation per this paragraph, each party shall have all remedies entitled to such party by law or at equity. The covenants of Buyer and Seller contained in this Section 11.18 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

SELLER:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: 

 ~~Walter R. Rhodes~~ **THOMAS B. KING**
Vice President, ~~Strategic Sourcing and Operations Support~~ **PRESIDENT AND CHIEF EXECUTIVE OFFICER**

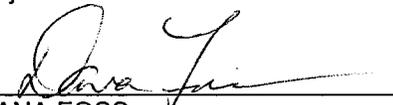
Date: MAY 31, 2006

APPROVED AS TO FORM:


Attorney

BUYER:


EDWARD R. FOSS,
as joint tenant


DANA FOSS,
as joint tenant

Date: 3/1/06

NOTE: BUYER AND SELLER ARE TO SPECIFICALLY ACKNOWLEDGE THEIR AGREEMENT WITH SECTION 9.1 HEREOF BY PLACING THEIR SIGNATURES WHERE INDICATED BELOW SUCH SECTION.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain real property situated, lying and being in the County of Solano, State of California, described as follows, to wit:

(APN 0113-054-150)

PARCEL ONE

The parcel of land conveyed by John A. Kerr and Fannie S. Kerr, his wife, to Pacific Gas and Electric Company by deed dated June 10, 1927 and recorded in Book 292 of Deeds at page 492, Solano County Records, and therein described as follows:

“Commencing at a point on the north line of “A” Street, 87 feet east from the east line of Adams Street; thence east 50 feet; thence north 125 feet; thence west 50 feet and thence south 125 feet to the place of beginning, as the same is shown on Map of Dickson’s Addition to Dixon, which map is on file in the Recorder’s Office of Solano County, Cal.”

PARCEL TWO

The parcel of land described and designated Parcel 1 in the deed from Schurley E. Schluer and Helen Schluer, husband and wife, to Pacific Gas and Electric Company dated October 3, 1927 and recorded in Book 4 of Official Records at page 56, Solano County Records, and therein described as follows:

“Parcel 1. Beginning at a point in the southerly boundary line of “B” Street distant thereon 87.0 feet easterly from the easterly boundary line of Adams Street and running thence easterly along the said southerly boundary line of “B” Street 50.0 feet; thence at a right angle southerly 175.0 feet; thence at a right angle westerly 50.0 feet; thence at a right angle northerly 175.0 feet to the point of beginning.”

The foregoing legal description of the Property may be subject to errors and omissions. The legal description of the Property shall be confirmed by the title insurer prior to conveyance of the Property to buyer. Any prospective buyer should make its own independent investigation to verify the accuracy of the legal description.

EXHIBIT B

ESCROW OPENING INSTRUCTIONS

Date: _____

Placer Title Company
21 Towne Square, 2nd Floor
Vacaville, California 95688
Attention: Tiffany Alonzo

Re: Escrow No. 503-3493
PG&E's Dixon Davis Cordelia T/L West A - B Street Property, Solano County, California

Ladies and Gentlemen:

Edward R. Foss and Dana Foss, husband and wife, as joint tenants, collectively, as Buyer under that certain Standard Purchase and Sale Agreement ("Purchase Agreement") dated _____, 2006, by and between Edward R. Foss and Dana Foss, husband and wife, as joint tenants, collectively, as Buyer, and Pacific Gas and Electric Company, as Seller, delivers to you herewith (a) three (3) fully executed originals of these Escrow Opening Instructions, (b) a copy of the fully executed Purchase Agreement and (c) a wire transfer/its certified/cashier's check in the amount of Nine Hundred Thirty-Eight Dollars (\$938.00) (the "Deposit") to open escrow for the purchase of the following property: PG&E's Dixon Davis Cordelia T/L West A - B Street Property, Solano County, California (the "Property"). Please note the following information regarding the proposed sale of the Property:

1. The Assessor's Parcel No. is 0113-054-150, and SBE No. is 135-48-I-5.
2. The Seller is Pacific Gas and Electric Company, 245 Market Street, Mail Code N10A, San Francisco, California 94105, Attention: Isabel Harris.
3. The purchase price of the Property is Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00).
4. All notices with regard to this escrow should be sent to the Seller at the address above.
5. The Buyer is comprised of two individuals taking title as joint tenants.
6. Closing is scheduled to occur on October 3, 2006.
7. You are hereby instructed to place the Deposit in a federally insured, interest-bearing account to earn interest for the benefit of the party entitled to the Deposit under the Purchase Agreement.
8. You are hereby authorized, without further instruction by Buyer or Seller, except as expressly provided in Section 9 of the Purchase Agreement, to comply with the terms of said Section 9 in the event that the sale of the Property shall not be consummated by reason of a default by Buyer or Seller under the Purchase Agreement. A copy of the relevant provisions of Section 9 of the Purchase Agreement is set forth on Attachment "1" attached hereto.
9. These Instructions may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
10. We wish to bring to your attention that the Purchase Agreement contains the following provision regarding confidentiality, and you are hereby directed to take all necessary steps to maintain in

strict confidence the existence of the Purchase Agreement (except as may be required by law or to perform your duties as escrow agent):

11.12 Confidentiality. Neither party shall disclose the terms of this Agreement to any third party without the prior written consent of the other party. It is understood that the confidentiality of the terms hereof is critical to preserve the financial integrity of the Property.

Please acknowledge your receipt of the Deposit and opening of escrow by executing each copy of these instructions where indicated below, and returning one (1) original of the same to Seller and Buyer at the addresses set forth above.

Very truly yours,

SELLER:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

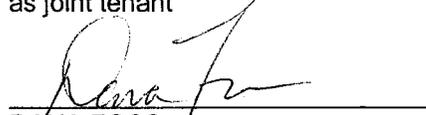
By: _____

Its: _____

BUYER:



EDWARD R. FOSS,
as joint tenant



DANA FOSS,
as joint tenant

Date: 3/1/06

RECEIPT AND ACKNOWLEDGMENT

In accordance with the Purchase and Sale Agreement between Pacific Gas and Electric Company, as Seller, and Edward R. Foss and Dana Foss, husband and wife, as joint tenants, collectively, as Buyer, respecting PG&E's Dixon Davis Cordelia T/L West A - B Street Property, Solano County, California, escrow has been opened on _____, 2006, with a deposit in the amount of Nine Hundred Thirty-Eight Dollars (\$938.00) by wire transfer/cashier's check/certified check (circle one).

TITLE COMPANY:

PLACER TITLE COMPANY

By: _____

Its: _____

ATTACHMENT "1"

9. DEFAULT.

9.1 Buyer's Default.

(a) IN THE EVENT THAT THE SALE OF THE PROPERTY TO BUYER UNDER THIS AGREEMENT SHALL NOT BE CONSUMMATED BECAUSE OF A DEFAULT BY BUYER AFTER BUYER'S NINETY (90) DAY INSPECTION PERIOD, SELLER MAY UNILATERALLY TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING WRITTEN NOTICE TO BUYER AND THE TITLE COMPANY, AS ESCROW HOLDER. THEREUPON, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS UNDER THIS AGREEMENT, AND ESCROW HOLDER IS HEREBY IRREVOCABLY INSTRUCTED BY BUYER AND SELLER TO DISBURSE THE DEPOSIT, PLUS ANY ACCRUED INTEREST THEREON, TO SELLER AS LIQUIDATED DAMAGES. IN ADDITION, ESCROW HOLDER SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, AND ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER. SELLER'S RETENTION OF THE DEPOSIT IS NOT INTENDED AS A FORFEITURE OR A PENALTY, BUT IS INTENDED TO COMPENSATE SELLER FOR DAMAGES IT WILL SUSTAIN BY REASON OF SUCH DEFAULT BY BUYER, INCLUDING DAMAGES RESULTING FROM THE REMOVAL OF THE PROPERTY FROM THE MARKET, THE LOSS OF BUSINESS AND DEVELOPMENT OPPORTUNITIES AND THE LOSS OF PROSPECTIVE INVESTMENT IN OTHER PROPERTY. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF SELLER'S ACTUAL DAMAGES AS A RESULT OF BUYER'S DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, AND THE AMOUNT PROVIDED FOR HEREIN IS A REASONABLE ESTIMATE OF SUCH DAMAGES. BY THEIR SIGNATURES BELOW, SELLER AND BUYER SPECIFICALLY ACKNOWLEDGE THEIR ACCEPTANCE AND APPROVAL OF THE FOREGOING LIQUIDATED DAMAGES PROVISION.

EXHIBIT C

JOINT ESCROW CLOSING INSTRUCTIONS

Date: _____

Placer Title Company
21 Towne Square, 2nd Floor
Vacaville, California 95688
Attention: Tiffany Alonzo

Re: Escrow No. 503-3493
PG&E's Dixon Davis Cordelia T/L West A - B Street Property, Solano County, California

Ladies and Gentlemen:

These shall constitute the Joint Escrow Closing Instructions of Pacific Gas and Electric Company ("PG&E" or "Seller") and Edward R. Foss and Dana Foss, husband and wife, as joint tenants (collectively, "Buyer") under that certain Standard Purchase and Sale Agreement dated _____, 2006, ("Purchase Agreement") with regard to the following property: PG&E's Dixon Davis Cordelia T/L West A - B Street Property, Solano County, California (the "Property").

1. **Documents and Funds.**

You shall be in a position to close escrow upon fulfillment of all of the conditions set forth below:

1.1 When you have received from the Seller and the Buyer, as indicated below, the following funds and documents:

(a) From the Seller:

(i) A Grant Deed duly executed and acknowledged by Seller conveying the Property to Buyer; and

(ii) Both California and U.S. non-foreign person affidavits ("Affidavits") executed by Seller.

(b) From the Buyer:

(i) The Deposit in the amount of Nine Hundred Thirty-Eight Dollars (\$938.00);

(ii) The balance of the Purchase Price in the amount of Seventeen Thousand Eight Hundred Twelve Dollars (\$17,812.00);

(iii) The Release and Indemnity Agreement in the form attached as Exhibit D to the Purchase Agreement ("Release Agreement"), duly executed and acknowledged by Buyer; and

(iv) Any additional funds required to pay Buyer's share of closing costs and prorations.

1.2 The Title Company shall be prepared to issue to Buyer title insurance coverage in accordance with Section 4.4 of the Purchase Agreement.

1.3 You have received telephonic confirmation from Buyer's and Seller's counsel that all of the conditions to the close of escrow to be fulfilled outside of this escrow have been fulfilled to the satisfaction of Buyer and Seller.

1.4 Upon satisfaction of the foregoing conditions, you are to inform Buyer's and Seller's counsel by telephone that all such conditions have been satisfied.

2. **Special Note: Real Property Taxes.**

Real property owned by PG&E is assessed by the California State Board of Equalization and not by the County Assessor. Property is assessed as of January 1 in each year and the tax becomes a lien on the property as of January 1 for the subsequent July 1 - June 30 tax year. Property will not be removed from the state tax rolls to the county tax rolls until the tax year following the one in which title to the property is transferred. **Therefore, if this escrow closes between January 1 and June 30, you are instructed to collect from Buyer its pro rata share of taxes for the current tax year AND the entire amount of the tax for the tax year beginning on the July 1 immediately following the close of escrow. If escrow closes between July 1 and December 31, you are instructed to collect from the Buyer its pro rata share of the taxes for the current tax year only.** PG&E has undertaken directly with the Buyer to pay property taxes due and payable for the tax years for which PG&E has collected funds from the Buyer.

3. **Steps to Close Escrow.**

When you are in a position to close escrow, you shall proceed as follows:

3.1 Record the Grant Deed and instruct the Solano County Recorder to deliver the original Grant Deed to Buyer after recording;

3.2 Record the Release Agreement and instruct the Solano County Recorder to deliver the original Release Agreement to Seller after recording;

3.3 Charge the respective accounts of Buyer and Seller for recording fees, filing fees, real property conveyance or documentary transfer taxes, title insurance premiums, notary fees, escrow fees and other costs and prorations in accordance with Sections 3.4 and 3.5 of the Purchase Agreement;

3.4 Pay to or for the account of Seller the amount of the Purchase Price, plus the prorated real property taxes for the current tax year and, if applicable, all of the real property taxes for the following tax year, and less any closing costs and prorations agreed to by Seller and in the manner directed by Seller;

3.5 Deliver conformed copies of the Grant Deed and Release Agreement with the recording information thereon, to each of Buyer and Seller;

3.6 Deliver the Affidavits to Buyer;

3.7 Deliver final escrow settlement statements to Buyer and Seller; and

3.8 Comply with any additional supplemental instructions submitted by Buyer or Seller, which are not inconsistent with these instructions.

4. **Miscellaneous.**

4.1 These instructions may not be modified except in writing executed by the undersigned or the party to be charged. If this escrow is not in a position to close by 8:00 o'clock a.m. on October 3, 2006, then you are to hold all documents and funds until further instructed by the undersigned.

4.2 These instructions may be executed in counterparts, and when taken together, the counterparts shall constitute one set of escrow instructions.

4.3 If you have any questions regarding these instructions, please contact the undersigned.

If you agree to be bound by these instructions, please acknowledge the enclosed two copies of these instructions and return one copy each to Buyer and Seller.

Very truly yours,

SELLER:

Date: _____, _____

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Its: _____

Date: _____, _____

BUYER:


EDWARD R. FOSS,
as joint tenant


DANA FOSS,
as joint tenant

RECEIPT AND ACKNOWLEDGMENT:

PLACER TITLE COMPANY

By: _____

Its: _____

EXHIBIT D

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

ISABEL HARRIS
PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street
Mail Code N10A
San Francisco, CA 94105

RELEASE AND INDEMNITY AGREEMENT

THIS RELEASE AND INDEMNITY AGREEMENT ("**Agreement**"), dated as of _____, 2006, executed by EDWARD R. FOSS and DANA FOSS, husband and wife, as joint tenants (collectively, "**Buyer**") in favor of PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Seller**"), is entered into with reference to that certain Standard Purchase and Sale Agreement dated _____, 2006, by and between Buyer and Seller (the "**Purchase Agreement**"), pursuant to which Buyer is acquiring from Seller that certain real property described on **Attachment A** hereto and made a part hereof, and other Property more particularly described in the Purchase Agreement. Unless otherwise stated herein, all capitalized words herein shall have the meaning ascribed to them in the Purchase Agreement.

In consideration of, and as a material inducement to, Seller's sale of the Property to Buyer and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer hereby agrees as follows:

1. **Definitions.** The following terms have the meanings ascribed to them below for purposes of this Agreement:

1.1 "**Electromagnetic Fields**" or "**EMFs**" means electric and magnetic fields, electromagnetic fields, electromagnetic radiation, power frequency fields and extremely low frequency fields, howsoever designated, whether emitted by electric transmission lines, other electrical distribution equipment or by any other means.

1.2 "**Environmental Requirements**" means all applicable present and future laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, judicial, administrative and regulatory decrees, directives and judgments of all governmental agencies, departments, commissions and boards, relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, including, without limitation, all requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of Hazardous Substances, whether solid, liquid or gaseous in nature, into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, whether solid, liquid or gaseous in nature.

1.3 "**Hazardous Substances**" means any hazardous or toxic material or waste that is or becomes regulated by any local governmental authority, the State of California or the United States Government under any Environmental Requirements. For purposes of this Agreement, Hazardous Substances include, without limitation, any material or substance:

(a) now or hereafter defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste" or "toxic substance" or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) ("CERCLA"); the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Clean Water Act (33 U.S.C. §§1251 et seq.); the Safe Drinking Water Act (33 U.S.C. § 300f et seq.); the River and Harbors Act of 1899 (33 U.S.C. §§ 401 et seq.); the National Emission Standard for Hazardous Air Pollutants for Asbestos (40 C.F.R. §§ 61.140 et seq.), the OSHA Construction Standard (29 C.F.R. §§ 1926.1001 et seq.); the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); the Oil Pollution Act (33 U.S.C. § 300f et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§136 et seq.); the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.); the Atomic Energy Act of 1954, (42 U.S.C. §§2014 et seq.); the Nuclear Waste Policy Act of 1982 (42 U.S.C. §§10101 et seq.); the Medical Waste Management Act (Cal. Health and Safety Code §§25015 et seq.); the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13020 et seq.); the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Cal. Health and Safety Code §§25300 et seq.); the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 et seq.); and all rules and regulations of the United States or California Environmental Protection Agency or any successor agency, or any other state or federal department, board or agency, or any other agency or governmental board or entity having jurisdiction, as any of the foregoing have been, or are hereafter amended from time to time; or

(b) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any State of the United States or any political subdivision thereof; or which cause, or are listed by the State of California as being known to the State of California to cause, cancer or reproductive toxicity; or

(c) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons or to the environment; or

(d) that contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(e) that contains lead-based paint or other lead contamination, polychlorinated biphenyls ("PCBs") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(f) that contains radon gas.

1.4 "**Remediation**" refers to the process of, and all work and planning performed in connection with, the investigation, testing for, monitoring, remediation, containment, transportation, removal and disposal or recycling of Hazardous Substances and containers of Hazardous Substances from the Property and any other property to which Hazardous Substances originating on the Property have migrated ("**Other Property**"), and the repair and restoration of the Property and Other Property, regardless of whether such actions are required by Environmental Requirements.

2. **Generally.** It is the intent of the parties that Buyer shall (as between Seller and Buyer) bear all responsibility, cost and risk of Hazardous Substances and EMFs existing on the Property or Other Property, whether prior to and/or after the close of escrow, and the parties have taken this into account in establishing the Purchase Price for the Property. To ensure that Buyer understands the risks inherent in Buyer's execution of this Agreement, Seller has strongly advised Buyer to investigate the condition and suitability of all aspects of the Property and all matters affecting the value or desirability of the Property, including, without limitation, potential environmental hazards arising from the presence of Hazardous

Substances or EMFs on, under, about, adjacent to or affecting the Property. Buyer hereby acknowledges and confirms that it has been afforded the opportunity to, and has, as of the date hereof, performed all environmental inspections, tests and studies, including, without limitation, invasive testing and/or groundwater sampling on, under, about or adjacent to the Property, which Buyer and its environmental consultants and engineers have deemed necessary to assess the condition of the Property and to assume the risk of the release and indemnity provided for in this Agreement.

3. Release.

3.1 Buyer, for itself, and for any future owners of all or a part of the Property, and each of their respective predecessors, successors, assigns, licensees, officers, directors, employees, agents, partners, shareholders, transferees, parent and subsidiary corporations, legal representatives, heirs, beneficiaries, executors and administrators (together with Buyer, the "**Releasing Parties**") hereby fully and forever releases, exonerates, discharges and covenants not to sue Seller and/or each and all of its past, present and future officers, directors, partners, employees, agents, representatives, shareholders, attorneys, affiliates, parent and subsidiary corporations, divisions, insurance carriers, heirs, legal representatives, beneficiaries, executors, administrators, predecessors, transferees, successors (including, without limitation, lenders who become successors-in-title) and assigns (hereinafter "**Released Parties**") of, from and for any and all losses (including diminution in the value of the Property and other consequential damages), costs, claims, demands, actions, suits, orders, causes of action, obligations, controversies, debts, expenses, accounts, damages, judgments and liabilities of whatever kind or nature, and by whomsoever asserted, in law, equity or otherwise (each a "**Claim**" and, collectively, "**Claims**") that the Releasing Parties or the Property may suffer or claim to suffer, based in whole or in part on the presence, or threatened or suspected presence, generation, processing, use, management, treatment, storage, disposal, Remediation, transportation, recycling, emission or release or threatened emission or release, whether in the past, present or future, of any Hazardous Substances or EMFs on, about, adjacent to or affecting the Property.

3.2 Buyer represents and warrants to Seller that it is the sole and lawful owner of all right, title and interest in and to every Claim that Buyer purports to release herein, and that it has not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm, association, corporation or other entity, any right, title or interest in any such Claim. In the event that such representation is false, and any such Claim is asserted against any of the Released Parties, by any party or entity who is the assignee or transferee of such Claim, then Buyer shall fully indemnify, defend and hold harmless the Released Party against whom such Claim is asserted from and against such Claim and from all actual costs, fees, expenses, liabilities and damages that that party incurs as a result of the assertion of such Claim.

4. Indemnity.

4.1 Buyer agrees and covenants, at its sole cost and expense, to indemnify, protect, defend by counsel approved by Seller, and hold the Released Parties harmless, from and against any and all Claims (including, without limitation, the payment of damages, both actual and consequential, the payment of the actual fees and expenses of experts, attorneys and others and the payment of "response costs" under CERCLA or any other Environmental Requirements) arising from or relating, in whole or in part, to (a) any violation of the Environmental Requirements including, without limitation, attorneys' fees and consultants' fees, investigation and laboratory fees, court costs and other litigation expenses with respect to the Property; (b) any lawsuit brought or threatened, settlement reached, or government order relating to any Hazardous Substances on, about, adjacent to or affecting the Property; (c) the use, generation, refining, manufacture, transportation, transfer, production, processing, storage, handling or treatment of any Hazardous Substances on, under, from, or affecting the Property or Other Property; (d) the presence, disposal, dumping, escape, seepage, leakage, spillage, discharge, emission, pumping, emptying, injecting, leaching, pouring, release or threatened release of any Hazardous Substances on, under, from or affecting the Property or any Other Property; (e) any Remediation of any Hazardous Substances on, under, about or affecting the Property or any Other Property to the extent required by any

Environmental Requirements; or (f) any personal injury (including wrongful death) or property damage (real or personal) resulting from any Hazardous Substances on, under, from or affecting the Property or any Other Property.

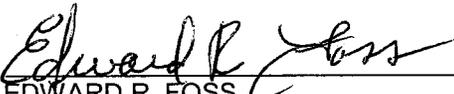
4.2 The purpose of the foregoing indemnity is to protect Seller and the other Released Parties from expenses and obligations related to Hazardous Substances on the Property and the other Property to the fullest extent permitted by law. The Buyer's obligation to defend includes, but is not limited to, the obligation to defend claims and participate in administrative proceedings, even if they are false or fraudulent. Buyer understands and agrees that its liability to Seller shall arise upon the earlier to occur of (a) the discovery of, or the threat or suspected presence of, any Hazardous Substances on, under, about or adjacent to or affecting the Property, whether or not the United States Environmental Protection Agency, any other federal agency or any state or local environmental or other agency or political subdivision or any court, administrative panel or tribunal has taken or threatened any action in connection with the presence, or threatened or suspected presence, of any Hazardous Substances or (b) the institution of any Claims, and not upon the realization of loss or damage.

5. **Statutory Waiver.** Buyer acknowledges that it may hereinafter discover facts different from or in addition to those that it now knows or believes to be true with respect to the matters which are the subject of this Agreement, and agrees that this Agreement shall remain in effect in all respects, notwithstanding the discovery of such different or additional facts. In addition, Buyer understands and agrees that its agreements and covenants contained in this Agreement extend to all claims of any nature and kind, known or unknown, suspected or unsuspected, based in whole or in part on facts existing in the past or as of the date hereof, and in that regard, Buyer acknowledges that it has read, considered and understands the provisions of Section 1542 of the California Civil Code which reads as follows:

Section 1542. General Release

A general release does not extend to claims which a creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Based upon the advice of its counsel, Buyer knowingly and voluntarily waives and relinquishes any and all rights that it may have under Section 1542 as well as under the provisions of all comparable, equivalent, or similar statutes and principles of common law or other decisional law of any and all states of the United States or of the United States. Buyer understands and acknowledges the significance and consequences of this waiver and hereby assumes the risk of any injuries, losses or damages that may arise from such waiver.

Buyer: 
EDWARD R. FOSS,
as joint tenant


DANA FOSS,
as joint tenant

6. **Notice by Buyer.** Buyer shall promptly notify Seller of any notice of potential liability for costs of Remediation, and following such notification (or the determination by Seller of its potential liability for such costs) provide such information and reports with respect to such potential liability and the status of Hazardous Substances or EMFs on the Property or Other Property as Seller shall reasonably request.

7. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller as follows:

7.1 Buyer has in all respects voluntarily and knowingly executed this Agreement.

7.2 Buyer has had an opportunity to seek and has sought independent legal advice from attorneys of his or its choice with respect to the advisability of executing this Agreement.

7.3 Buyer has made such investigation of the facts pertaining to this Agreement as it deems necessary.

7.4 The terms of this Agreement are contractual and are the result of negotiation between Buyer and Seller.

7.5 This Agreement has been carefully read by Buyer and the contents hereof are known and understood by Buyer.

8. **Mediation.** In the event any dispute arises concerning the enforcement and/or interpretation of this Agreement, including, but not limited to, any claim that either party has breached this Agreement, or any dispute concerning Hazardous Substances, the parties agree to attempt initially to settle such claims or disputes in good faith between themselves. Said obligation to discuss settlement of such claims or disputes shall be initiated by written notice of such claim or dispute. Should the parties not settle such claims or disputes within thirty (30) days of the date of mailing of said notice or within such additional time period to which the parties agree in writing (the "Negotiation Period"), the parties agree to submit any such claim or dispute to mediation. The parties shall select a mediator within thirty (30) days of the expiration of the Negotiation Period (the "Selection Period"), either by mutual agreement or, in the absence of agreement on a mediator, by requesting during the Selection Period that the American Arbitration Association in San Francisco, California appoint a mediator. The mediation shall be commenced within thirty (30) days of the selection of a mediator by the parties or the American Arbitration Association. Except as provided herein or by written agreement of the parties, the mediation shall be conducted in San Francisco pursuant to the rules of the American Arbitration Association. Should the dispute be settled in mediation prior to litigation, each party shall bear its own costs and attorney's fees. If the parties are not able to settle the dispute through mediation per this paragraph, each party shall have all remedies entitled to such party by law or at equity.

9. **Miscellaneous.**

9.1 Buyer acknowledges (a) this Agreement is the result of extensive good faith negotiations between Buyer and Seller through their respective counsel, (b) Buyer's counsel has carefully reviewed and examined this Agreement before execution by Buyer, and (c) any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

9.2 In the event that any party shall bring an action to enforce its rights under this Agreement, or relating to the interpretation hereof, whether for declaratory or other relief, the prevailing party in any such proceeding shall be entitled to recover from the other party reasonable attorneys' fees and all costs, expenses and disbursements that the prevailing party incurred in connection with such proceeding and any appeal thereof (including, but not limited to, the reasonable costs of discovery, investigation, preparation for trial, professional or expert consultation and testimony). A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. For purposes hereof, the reasonable fees of Seller's in-house attorneys

who perform services in connection with any such action are recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by Seller's Law Department. Any such fees and costs incurred prior to judgment, award, or decree may be included in any judgment, award or decree entered in such proceeding in favor of the prevailing party. Any such fees, costs and expenses incurred by the prevailing party in enforcing a judgment, award or decree in its favor shall be recoverable separately from and in addition to any other amount included in such judgment, award or decree. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

9.3 This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of Buyer and Seller. No transfer of an interest in the Property or this Agreement by Buyer or its assignees shall operate to relieve Buyer of its obligations hereunder.

9.4 The failure of Seller to insist upon strict compliance with any of the terms hereof shall not be considered to be a waiver of any of such terms, nor shall it militate against the right of Seller to insist upon strict compliance herewith at any later time.

9.5 This Agreement shall not constitute or be construed as an admission of liability or fact by Seller for any purpose whatsoever.

9.6 Buyer shall execute, acknowledge and deliver to Seller all documents, and shall take all actions reasonably required by Seller from time to time to confirm or effect the matters set forth herein, or otherwise to carry out the purposes of this Agreement.

9.7 The representations, warranties, covenants, and agreements of Buyer contained in this Agreement shall survive the close of escrow and the delivery of all the documents referenced in the Purchase Agreement.

9.8 Time is of the essence of this Agreement.

9.9 This Agreement shall be governed by the laws of the State of California. Seller and Buyer agree that the venue of any action, proceeding or counterclaim on any matter whatsoever arising out of or in any way connected with this Agreement shall be in the County of San Francisco, California.

9.10 Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, and the validity of the remainder shall remain unaffected.

9.11 This Agreement sets forth the entire understanding of Buyer and Seller in connection with the subject matter hereof, and Buyer acknowledges that Seller has made no statement, representation or warranty relating to the Property or any Other Property upon which Buyer has relied or that acted as an inducement for Buyer to enter into this Agreement. Buyer's obligations under this Agreement may not be altered or amended in any respect except by a writing executed by both Buyer and Seller.

IN WITNESS WHEREOF, Buyer has caused this Agreement to be duly executed as of the date first written above.

Buyer: 
EDWARD R. FOSS,
as joint tenant


DANA FOSS,
as joint tenant

ATTACHMENT A

LEGAL DESCRIPTION

All that certain real property situated, lying and being in the County of Solano, State of California, described as follows, to wit:

(APN 01113-054-150)

PARCEL ONE

The parcel of land conveyed by John A. Kerr and Fannie S. Kerr, his wife, to Pacific Gas and Electric Company by deed dated June 10, 1927 and recorded in Book 292 of Deeds at page 492, Solano County Records, and therein described as follows:

"Commencing at a point on the north line of "A" Street, 87 feet east from the east line of Adams Street; thence east 50 feet; thence north 125 feet; thence west 50 feet and thence south 125 feet to the place of beginning, as the same is shown on Map of Dickson's Addition to Dixon, which map is on file in the Recorder's Office of Solano County, Cal."

PARCEL TWO

The parcel of land described and designated Parcel 1 in the deed from Schurley E. Schluer and Helen Schluer, husband and wife, to Pacific Gas and Electric Company dated October 3, 1927 and recorded in Book 4 of Official Records at page 56, Solano County Records, and therein described as follows:

"Parcel 1. Beginning at a point in the southerly boundary line of "B" Street distant thereon 87.0 feet easterly from the easterly boundary line of Adams Street and running thence easterly along the said southerly boundary line of "B" Street 50.0 feet; thence at a right angle southerly 175.0 feet; thence at a right angle westerly 50.0 feet; thence at a right angle northerly 175.0 feet to the point of beginning."

The foregoing legal description of the Property may be subject to errors and omissions. The legal description of the Property shall be confirmed by the title insurer prior to conveyance of the Property to buyer. Any prospective buyer should make its own independent investigation to verify the accuracy of the legal description.

EXHIBIT E
INTENTIONALLY OMITTED

EXHIBIT F
INTENTIONALLY OMITTED

EXHIBIT G
NATURAL HAZARD DISCLOSURE STATEMENT

[SEE ATTACHED]



Commercial Natural Hazard Disclosure Report

F44

Property Address: 100 N Adams St,
Dixon, Solano County, CA 95620

APN: 0113 054 015 0
Date: 10/13/2005
Report Number:

2005101300064

SELLER(S) ACKNOWLEDGEMENT AND DISCLOSURES

This section is provided for the Seller's convenience in providing certain disclosures that may be applicable to the property and this transaction. This section is to be completed by the seller or their agent and provided to the purchaser. The following disclosures are provided by:

Seller or Seller(s) Agent

_____ Date

Seller or Seller(s) Agent

_____ Date

Seller Disclosure - Earthquake Safety

This structure was built prior to 1975 and has walls of (i) pre-cast (e.g. tilt-up) concrete or reinforced masonry together with wood frame floors or roofs or is constructed of (ii) un-reinforced masonry

Yes _____ No _____ Do not know _____

If (1) the improvements on the property were constructed prior to 1975, and (2) said improvements include structures with (i) pre-cast (e.g. tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs or (ii) un-reinforced masonry walls, Buyer must be provided with a copy of the *Commercial Property Owner's Guide to Earthquake Safety* (copy included with this report) published by the California Seismic Safety Commission (California Government Code §8893 et seq.). This booklet explains that owners of un-reinforced masonry buildings in Seismic Zone 4 (most of California) who have received notice that their buildings have load-bearing un-reinforce masonry walls must post their buildings with signs warning that they may be unsafe in an earthquake (California government Code §8875.8). This information is provided by the Seller or Broker. JCP has not validated this information in any way and takes no responsibility for its accuracy.

Seller Disclosure - Water Heater Bracing Installation

Yes _____ No _____ Do not know _____ No Free Standing Water Heater _____

If the property contains one or more water heaters, Seller is required by California Health and Safety Code §19211 to certify to the Buyer that all such water heaters have been braced, strapped and/or anchored in accordance with law. This water heater bracing installation information is provided by the Seller or Broker. JCP has not validated this information in any way and takes no responsibility for its accuracy.

Seller Disclosure - Title Insurance is provided by the Purchase Agreement.

Yes _____ No _____ Do not know _____

This Title Insurance information is provided by the Seller or Broker. JCP has not validated this information in any way and takes no responsibility for its accuracy. In the event that the Purchase Agreement does not at present provide that title insurance will be obtained, Buyer is strongly urged to consider purchasing such insurance, and, in accordance with California civil Code §1057.6, is advised as follows:

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

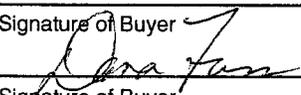
END SELLER'S DISCLOSURES. BEGIN REPORT RECEIPT AND ADDITIONAL THIRD PARTY DISCLOSURES

BUYER(S) ACKNOWLEDGEMENT

I(WE) HAVE READ AND UNDERSTOOD THE ABOVE SELLER'S DISCLOSURES AS WELL AS THE NATURAL HAZARD, MILITARY ORDANCE, AND AIRPORT INFLUENCE AREA DISCLOSURES, AND MOLD ADVISORY CONTAINED IN THIS REPORT.

Signature of Buyer _____

_____ Date


Signature of Buyer _____

_____ 3/1/06
Date



Commercial Natural Hazard Disclosure Report

Property Address: 100 N Adams St,
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APN: 0113 054 015 0
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NATURAL HAZARD DISCLOSURES

THE SUBJECT REAL PROPERTY LIES WITHIN THE FOLLOWING AREA(S):

1. A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency.
Yes _____ No Do not know and information not available from local jurisdiction _____

JCP determination based on the officially adopted maps:

NOT in a Special Flood Hazard Area. Located in Zone "C." Lenders are not federally required to have homeowners purchase and maintain flood insurance for property in this zone designation.

2. AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.
Yes No _____ Do not know and information not available from local jurisdiction _____

JCP determination based on the officially adopted maps:

In an Area of Potential Flooding Caused By Dam Failure according to the maps adopted by The State of California Office of Emergency Services. Refer to the explanation section below for more information on this zone.

3. A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.
Yes _____ No

JCP determination based on the officially adopted maps:

NOT in an area of Very High Fire Hazard Severity Zone as defined on the State level maps (Gov. Code 51178). A local agency may exclude or include additional fire zones at their option. Concerned parties should contact their local fire services for more information.

4. A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISK AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the State's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.

Yes _____ No

JCP determination based on the officially adopted maps:

NOT in an official State Responsibility Area. Fire protection services for structures in this area are provided by local fire departments.



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5. AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.

Yes No

JCP determination based on the officially adopted maps:

NOT in an official Earthquake Fault Zone. There are no mapped active fault traces on the property. See the Alquist-Priolo Earthquake Fault explanation section for additional information.

6. A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.

Yes (Landslide Zone) Yes (Liquefaction Zone)
No Map not yet released by state

JCP determination based on the officially adopted maps:

In an area not included on the current inventory of Official Seismic Hazard Maps. Maps may become available for this area in the future. For more information on this Act or when maps may become available, contact the California Geological Survey or visit their website at <http://www.consrv.ca.gov/dmg/shezp/>.

7. County Level Geologic and Seismic Zone Information

Based on the officially adopted natural hazard maps in the County's General Plan, the site is:

Located in Slope Instability Zone 1-2, a Dam Failure Inundation Area, and an area of Prime Agricultural Soils with High Water Tables subject to liquefaction as shown on the adopted General Plan maps used in this report. See the County Geologic Zones Explanation included with this report for more information.

8. City Level Geologic Hazard Zone Determination

Based on the officially adopted natural hazard maps in the City's General Plan, the site is:

Located in either an unincorporated area or does not have officially adopted mapped information available at this time from which a geologic determination can be made.



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Other Risk Exposures

The descriptions, explanations and natural hazard disclosures provided in this report are not intended to be full and complete disclosures of all possible hazards and their effects to the Buyer and/or the property. Identified natural hazards and any others that may exist but are not addressed in this report may limit the ability to develop the real property, to obtain insurance, or to receive assistance after a disaster. In the event this document indicates the property is affected by one or more natural hazards, buyer(s) and seller(s) are advised to:

1. Review the applicable laws in their entirety.
2. Seek advice of counsel as to any legal consequences of the disclosed items.
3. Retain appropriate consultants to review and investigate the impact of said disclosures,. On-site inspections and/or due diligence assessments by appropriately licensed engineers and experts are recommended prior to completing a real estate, loan, or insurance transaction.

EXPLANATIONS OF HAZARD ZONES

SPECIAL FLOOD HAZARD AREA

Property in a Special Flood Hazard Area "A" or "V" is subject to flooding in a "100-year rainstorm." Federally connected lenders are required to have homeowners maintain flood insurance in these zones. A 100-year flood occurs on average once every 100 years, but may not occur in 1,000 years or may occur in successive years. Other types of flooding, such as dam failure, are not considered in developing these zones. In some cases, the insurance requirement may be waived or modified by obtaining a "Letter of Map Revision" (LOMR) or "Letter of Map Amendment" (LOMA) from the Federal Emergency Management Agency (FEMA). This might be possible where flooding is shallow and fill was placed on the site, appropriate flood control measures were taken, or only the lot and no part of the structure is in the zone. Contact FEMA directly for more information. Flood insurance for properties in Zones B, C, X or D is available but is not required.

Zones A, AO, AE, AH, A1-A30: Area of "100-year" flooding - a 1% or greater chance of annual flooding.

Zones V, V1-V30: Area of "100-year" flooding in coastal (shore front) areas subject to wave action.

Zone B: Area of moderate flood risk. These are areas between the "100" and "500" year flood-risk levels.

Zones X: An area of moderate to minimal flood risk

Zones C, D: NOT IN an area of "100-year" flooding. Area of minimal (Zone C) or undetermined (Zone D) flood hazard.

AREA OF POTENTIAL FLOODING (DAM FAILURE)

These areas are subject to potential flooding in the event of a sudden and total failure of a dam and injury could occur as a result. Most areas are defined assuming an instantaneous dam failure with a full reservoir. However, dams rarely fail instantaneously and reservoirs are not always filled to capacity. Not all dams in the state have inundation zones mapped. There may be exceptional conditions where such a map was not required by the OES; therefore, the zones are not delineated.

VERY HIGH FIRE HAZARD SEVERITY ZONE (VHFHSZ)

VHFHSZs are defined by the California Department of Forestry and Fire Protection (CDF) and local fire authorities in "Local Responsibility Areas" where fire suppression is the responsibility of a local fire department. In these zones properties may have a higher risk for fire damage and are required to have a "Class A" roof for new construction or replacement of existing roofs. In addition, the property must be maintained in a fire-resistant condition through adequate vegetation clearance around and above the structure, spark screens on chimneys and stovepipes, leaf removal from roofs, and other basic fire-safety practices. Contact your fire department for a complete list of requirements and exceptions.



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WILDLAND FIRE AREA (STATE RESPONSIBILITY AREA)

A wildland area where the CDF's fire protection services are responsible for suppressing fires is called a "State Responsibility Area" (SRA). These are generally rural areas where a significant wildland fire potential exists. Unless the county has assumed the fire suppression responsibility or has an agreement with a local fire agency, property owners in an SRA are responsible for organizing structural fire protection services. Such information is not available on maps; therefore, it can't be provided here. For very isolated properties with no local fire services there may be significant fire risk or only seasonal fire services. Property owners in an SRA are required to maintain adequate vegetation clearance around and above the structure, spark screens on chimneys and stovepipes, and other basic fire-safety practices. Contact your fire department for a complete list of requirements and exceptions.

EARTHQUAKE FAULT ZONE

Earthquake Fault Zones are delineated and adopted by California as part of the Alquist-Priolo Earthquake Fault Zone Act of 1972. Property in an Earthquake Fault Zone does not necessarily have a fault trace existing on the site. Earthquake Fault Zones are areas or bands delineated on both sides of known active earthquake faults. In some places, the zones are more than one-quarter of a mile wide. The potential for "fault rupture" damage (ground cracking along the fault trace) is relatively high only if a structure is located directly on a fault trace. If a structure is not on a fault trace, shaking will be the primary effect of an earthquake. During a major earthquake, shaking will be strong in the vicinity of the fault and may be strong at some distance from the fault depending on soil and bedrock conditions. It is generally accepted that properly constructed wood-frame houses are resistant to shaking damage.

SEISMIC HAZARD MAPPING ACT ZONE

Seismic Hazard Zone maps delineate areas subject to earthquake hazards. New development in a Seismic Hazard Zone is only permitted if it can be shown that mitigation makes the site acceptably safe. Maps are only available for limited areas now, but will eventually cover all of California. The hazards addressed are or will be: liquefaction, enhanced ground shaking, earthquake induced landslides, and various other ground failures. The first release of maps only addresses liquefaction and/or landslide zones.

Liquefaction Hazard Zones are areas where there is a potential for, or an historic occurrence of liquefaction. Liquefaction is a rare soil phenomenon that can occur when loose, water saturated, fine-grained sands, and silty sands that lie within 50 feet of the ground surface, are shaken in a significant earthquake. The soil temporarily becomes liquid-like and structures may settle unevenly.

Earthquake-Induced Landslide Hazard Zones are areas where there has been a recent landslide, or where the local slope, geological, geotechnical, and ground moisture conditions indicate a potential for landslides as a result of earthquake shaking.



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SOLANO COUNTY GEOLOGIC ZONES DISCUSSION

The County of Solano, separately from the State and Federal governments, has officially produced a map to delineate potential slope instability hazards that are recognized at the local level. Those hazard maps are incorporated into the Seismic Safety section of the General Plan, adopted by the County Board of Supervisors in 1977. The local-level disclosure in this JCP report was based on the following official County map(s): "Seismic and Geological Hazards Map", "Flood Hazard Map", and "Slope Stability Categories Map" prepared by Sedway/Cooke (incorporated by reference into the General Plan).

The hazard zones delineated on the above map source, in addition to the statutorily-required State and Federal hazard maps, are typically considered by the County when approving land use and development permit applications under County jurisdiction. Additional maps exist in the General Plan and other maps, including updated versions of the above-referenced map(s), may exist in the files of specific County departments. Those additional map sources were not consulted for this JCP disclosure because parcel-level details cannot be resolved at the scale and quality of the available official map, or the map is inappropriate for application to this report, or the map has not yet been officially adopted and incorporated into the County's Safety Element. As mapping technology advances, JCP later may determine that some additional map sources become usable for parcel-level disclosure. The County map defines five zones representing the average slope stability conditions for an area. The mapped County hazard zones represent evaluations of generalized hazard information. Any specific site within a mapped "Slope Instability Zone" could be at less or more relative risk than is indicated by the zone designation. If a site-specific evaluation is desired, JCP recommends that a geotechnical consultant be retained to study the site and issue a report.

The official County-level information addresses the potential geologic and seismic hazards itemized below:

FAULT

Active Fault Zones represent areas that contain faults which have been active either during historic or Holocene (the last 11,000 years) times. These zones may or may not coincide with state of California Earthquake Fault Zones. If a property is located in this zone, it does not necessarily mean that an active fault trace is on or near the property. It does mean that the risk of fault rupture is greater in this zone than in other zones defined by the County. For further discussion of active faults, see the section on Earthquake Fault Zones above.

Potentially Active Fault Zones represent areas that may contain "potentially active" faults. These faults have been active sometime within the last 1.6 million years, but have had no recent historical activity. Some faults are included in this category, as well, when it cannot be determined accurately whether the fault is active or potentially active; the Franklin, Southhampton, northern extension of the Green Valley, Vaca Valley Midland, Lagoon Valley, and Kirby Hills Faults fall into this category.

LIQUEFACTION POTENTIAL

Liquefaction is a liquid-like condition of the soil that sometimes occurs during strong earthquake shaking where groundwater is close to the surface and the subsurface materials are loose and lack cohesion. These factors can combine to produce liquefaction only in certain areas, and only during strong earthquake shaking.

SLOPE INSTABILITY ZONE

Slope Instability Zones 1-2: Represents areas of 0-15% slope gradient that are not underlain by known landslide deposits. Although generally stable, locally steep slopes (such as along water courses) may be susceptible to slope failure.

Slope Instability Zone 3: Zone 3 represents areas of greater than 15% slope that are not underlain by landslide deposits; however, this zone may include small unmapped landslides or small areas of unstable bedrock.

Slope Instability Zone 4: Zone 4 represents areas of greater than 15% slope that are underlain by bedrock units that are highly susceptible to landsliding, but which are not underlain by landslide deposits.

Slope Instability Zone 5: Zone 5 represents areas of 0-90% slope that are underlain by, or are immediately adjacent to, landslide deposits

TSUNAMI

Tsunamis (often called "tidal waves") are large ocean waves generated by large undersea earthquakes. A tsunami exists as a threat primarily to low-elevation coastal areas, but such damaging waves are uncommon.

DAM INUNDATION

Dam Failure Inundation Areas were defined using the assumption of an instantaneous dam failure with the reservoir full to capacity. However, dams rarely fail instantaneously, and reservoirs are not filled to capacity at all times. Dam inundation areas are subject to flooding in the event of a dam failure.



Commercial Natural Hazard Disclosure Report

Property Address: 100 N Adams St,
Dixon, Solano County, CA 95620

APN: 0113 054 015 0

Date: 10/13/2005

Report Number:

2005101300064

CITY-LEVEL GEOLOGIC AND SEISMIC ZONES DISCUSSION

This disclosure report reviews the officially adopted geologic hazard maps in the Safety Element that each incorporated city in California is required to include in its General Plan. The city the subject property is located in has either not officially adopted hazard zonation maps in its General Plan at an appropriate scale to delineate where hazards may exist on a single parcel basis or will not make such maps available outside city offices. However, potential natural hazards may exist and be delineated on other sources used by the city in its Planning, Engineering, or Building Departments. Such potential sources are not reviewed in this report.

All parties should be aware that California is "earthquake country." Faults that may exist in this City or in neighboring regions could cause earthquake shaking or other fault related phenomena at the property. Other geologic hazards such as, but not limited to liquefaction (a type of soil settling that can occur when loose, water-saturated sediments are shaken significantly in an earthquake) may occur in certain valley floor areas and landslides are a possibility in any hillside area.

NOTE: County and city-level information sources are developed independently of each other and do not necessarily define or delineate hazards in the same way. A site can be *in* a geologic hazard zone according to the city and *not in* zone according to the county and vice versa. Cities and counties may use other information in addition to their General Plan sources to determine if hazards exist at a site or which sites may require geologic studies prior to new or additional construction. Such information could be a material fact to be disclosed in addition to General Plan information.

Additional natural hazards may exist and be delineated on other sources used by the City in its Planning, Engineering, or Building Departments. Such potential sources are not reviewed in this report. To investigate other sources of natural hazard information that may be available and used at the city level, contact the city Engineering, Planning or Building Departments.

• • • **END OF LOCAL AREA DISCLOSURES AND DISCUSSIONS SECTION** • • •



Commercial Natural Hazard Disclosure Report

Property Address: 100 N Adams St,
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APN: 0113 054 015 0
Date: 10/13/2005
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2005101300064

FORMER MILITARY ORDNANCE SITE DISCLOSURE

Determination

The subject property is **NOT WITHIN** one mile of a Formerly Used Defense (FUD) site containing military ordnance.

RAC Scoring: A risk assessment procedure was developed by U.S. Army Corps of Engineers (USACE) to prioritize the remedial actions at FUD sites. Each FUD site is given a Risk Assessment Code (RAC) score to describe the site status. The risk assessment is based on the best available information resulting from records searches, reports of Explosive Ordnance Disposal (EOD) detachment actions, field observations, interviews, and measurements. The RAC is dependent on two factors: hazard severity and probability.

Discussion

FUD sites can include sites with common industrial waste (such as fuels), ordnance or other warfare materiel, unsafe structures to be demolished, or debris for removal. NOTE: most FUDS sites do not contain unexploded ordnance. California Civil Code 1102 requires disclosure of those sites containing unexploded ordnance. "Military ordnance" is any kind of munitions, explosive device/material or chemical agent used in military weapons. Unexploded ordnance are munitions that did not detonate. Only those FUD sites that the USACE has identified to contain Military Ordnance or have mitigation projects planned for them are disclosed in this report. Additional sites may be added as military installations are released under the Base Realignment and Closure (BRAC) Act. Active military sites are NOT included on the FUDS list.

AIRPORT INFLUENCE AREA DISCLOSURE

Based on certain mapped Airport Influence Areas determined by a County Airport Land Use Commission, the following determination can be made:

The property IS NOT IN an Airport Influence Area .

Discussion

An "airport influence area," also known as an "airport referral area," is the area in which current or future airport-related noise over flight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses as determined by an airport land use commission.

JCP uses the current Airport Influence Area maps provided to us by County Airport Land Use Commissions. The inclusion of military and private airports varies by County and therefore, depending on the County, military and private airports may or may not be included in this disclosure.



Commercial Natural Hazard Disclosure Report

Property Disclosure Reports

Property Address: 100 N Adams St,
Dixon, Solano County, CA 95620

APN: 0113 054 015 0
Date: 10/13/2005
Report Number:

2005101300064

MOLD ADVISORY

The Buyer is hereby advised that naturally occurring molds may exist both inside and outside of any home and may not be visible to casual inspection. Persons exposed to extensive mold levels can become sensitized and develop allergies to the mold or other health problems. Extensive mold growth can damage a structure and its contents. All prospective purchasers of residential and commercial property are advised to thoroughly inspect the subject property for mold. Be sure to inspect the property inside and out for sources of excess moisture, current water leaks and evidence of past water damage.

For molds to grow and reproduce, they need only a food source - any organic material, such as leaves, wood, paper, or dirt and moisture. Because molds grow by digesting the organic material, they gradually destroy whatever they grow on. Mold growth on surfaces can often be seen in the form of discoloration, frequently green, gray, brown, or black but also white and other colors.

As part of a buyer's physical inspection of the condition of a property, the buyer may consider engaging an appropriate and qualified professional to inspect and test for the presence of harmful molds and to advise the buyer of any potential risk and options available. This advisory is not a disclosure of whether harmful mold conditions exist at a property or not. JCP Geologists has not performed testing or inspections of any kind. Any use of this form is acknowledgement and acceptance that JCP does not disclose, warrant or indemnify mold conditions at a property in any way and is not responsible in any way for mold conditions that may exist. Information is available from the California Department of Health Services Indoor Air Quality Section fact sheet entitled, "Mold in My Home: What Do I Do?" The fact sheet is available at www.cal-iaq.org or by calling (510)540-2476.

The Toxic Mold Protection Act of 2001 requires that information be developed regarding the potential issues surrounding naturally occurring molds within a home. Information was written by environmental authorities for inclusion in the *Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants* booklet developed by the California Environmental Protection Agency and the Department of Health Services. It is found in Chapter VI of that booklet, and includes references to sources for additional information.

For local assistance, contact your County or City Department of Health, Housing, or Environmental Health.

CONFIRMATION OF COVERAGE AND INDEMNIFICATION

JCP Geologists has prepared a Natural Hazard Disclosure Report for the subject property identified above. This Confirmation of Coverage Statement applies only to the current transaction for which this JCP report was prepared, as of the date this report was prepared.

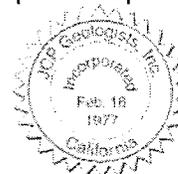
This statement is confirmation that JCP Geologists is included as an insured under a \$20 million Professional Liability policy for errors & omissions arising from the services JCP performs. Coverage, which is subject to specific terms and conditions in the policy, is provided for damages JCP is obliged to pay as a result of its negligent acts, errors or omissions arising out of its Natural Hazard Disclosure Professional Services provided for the above referenced residential property as of the date this report was prepared.

JCP's Professional Liability insurance policies contain an agreement which, subject to the specific terms and conditions contained in the policy, indemnifies and provides defense of the Clients of JCP against claims caused by the negligent acts, errors or omissions of JCP that fall within the scope of a contractual indemnification obligation of JCP to its Clients. For this purpose, Clients of JCP are the contractual parties to this transaction and their respective real estate agents for which JCP has provided professional services.

Date: 10/13/2005

By: JCP Geologists

Scott Roecklein, Sr. Vice President
First American Natural Hazard Disclosures





Commercial Natural Hazard Disclosure Report

Property Address: 100 N Adams St,
Dixon, Solano County, CA 95620

APN: 0113 054 015 0

Date: 10/13/2005

Report Number:

2005101300064

Terms & Conditions

JCP Geologists (JCP) provides this Commercial Natural Hazard Disclosure Report as a disclosure of certain mandated natural hazard information and transmission of certain Seller provided disclosures. It provides the investor with an early cost-effective guide to aid in due diligence commitments or decision making prior to entering into purchase negotiations for a prospective property asset. Use of this report is acknowledgement of and agreement to abide by all Terms and Conditions set forth in this report.

The report is specifically prepared for the land parcel(s) identified by Assessor Parcel Number(s) (APN's) or developer's Tract and Lot numbers supplied to JCP by the client (or reasonably inferred from current owner information if that was supplied instead). In the event that the parcel identification provided us is incomplete, the subject property is assumed to comprise a single land parcel and is identified for the purposes of this report by the corresponding single APN. All parties understand that the information provided in the disclosures does not apply to any other assessors parcel number other than those identified in this report.

For the Natural Hazard Disclosures, JCP examines only the following maps: (a) NFIP Flood Insurance Rate Maps, (b) California Office of Emergency Services Dam Failure Inundation maps, (c) AB 6. Real Estate: disclosure (CDF) maps, (d) Alquist-Priolo Earthquake Fault Zone maps, (e) California Seismic Hazards Mapping Act maps (where available) (f) certain LOMR's or LOMA's (not all that exist may be available to JCP), (g) certain natural hazard Safety Element maps adopted by the county as part of its General Plan's Safety Element, (h) geologic and seismic hazard maps adopted by the city as a part of its General Plan's Safety Element only for location of the above property as identified by the seller or seller's agent. JCP relies on these official sources for the information in this report and does not produce, maintain or verify the information. Other hazard or disclosure information that may exist in a jurisdictional Safety Element, General Plan or any other source is not provided in this report. The following procedures and limitations apply to all of the disclosures on all pages of this report. Our services include, where appropriate, use of the assessors rolls, cadastral-type maps, photographic enlargements of maps and various cartographic techniques to locate the site on the appropriate map. The determination is made as accurately as reasonably possible using these said maps. For purposes of defining property lines, the assessor's parcel number and parcel maps are used. Any errors in the assessor's rolls may affect the determination procedures and JCP will not be liable for such errors

Decisions by jurisdictions relative to required studies, reports, etc. may be made using the information disclosed in this report, as well as other information in their files and/or local ordinances and procedures. Additional information which may be material to this transaction may exist in other sources not used in this report; however, research of such possible sources of the information in such sources is beyond the scope of this report and will not be reported here. The disclosure information in this report cannot be construed as a substitute for a geologic or engineering study nor that a city or county will not require such studies. No visual examination of the subject site was performed nor was a study of any jurisdiction's files or other sources made to determine the existence of any hazard which may exist on the site. This report is for the purpose of certain map-based, real estate transaction disclosures only and is not a substitute for the broker/agent property inspection. Due to changes disclosure maps, laws and contractual parties, this report cannot be relied upon for other properties or for future transactions of the subject property. **All parties should be aware that the information is subject to change.** JCP is not responsible for advising parties of any changes that may occur after the date of this report. Upon request within six months of issuing this report, JCP will update the report for no additional charge for the same transaction.

All representations regarding earthquake safety, water heater bracing, and title insurance presented in this report are provided for the buyer's convenience by the seller(s) or agent(s) of the subject property. JCP has not validated this information and takes no responsibility for its accuracy.

If any party to this transaction has concerns relative to the stability or condition of the property or if "red flags" are observed during any party's inspection, we suggest that a consultant be retained to study the site and render an opinion. This report is provided for the single property for which it was issued as of the date of this report, and has been prepared for the exclusive use of the current seller(s), their agent(s), and potential buyers of this property. The findings are not intended for use by other parties and may not contain sufficient information for the purposes of other parties or other uses. Our professional services are performed using a degree of care and skill ordinarily exercised under similar circumstances by reputable consultants. No other warranty, expressed or implied, is made as to the professional advice presented in this report.

EXHIBIT H
DISCLOSURE EXHIBIT

NONE.

LD 2107-01-0520

2004197 (22-04-199) 11 04 1

Sale of Dixon Davis Cordelia T/L Fee Strip in Dixon (SBE 135-48-1-5)

RECORDING REQUESTED BY AND RETURN TO:

Edward R. and Dana Foss
350 West A Street
Dixon, California 95620

Location: City/Uninc _____

Recording Fee _____

Document Transfer Tax \$ _____

- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances
Remaining at Time of Sale

Signature of declarant or agent determining tax

GRANT DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, hereby grants to EDWARD R. FOSS and DANA FOSS, husband and wife, as joint tenants, hereinafter called Grantees, the real property, situate in the City of Dixon, State of California, described as follows:

(APN 0113-054-150)

PARCEL ONE

The parcel of land conveyed by John A. Kerr and Fannie S. Kerr, his wife, to Pacific Gas and Electric Company by deed dated June 10, 1927 and recorded in Book 292 of Deeds at page 492, Solano County Records, and therein described as follows:

“Commencing at a point on the north line of “A” Street, 87 feet east from the east line of Adams Street; thence east 50 feet; thence north 125 feet; thence west 50 feet and thence south 125 feet to the place of beginning, as the same is shown on Map of Dickson’s Addition to Dixon, which map is on file in the Recorder’s Office of Solano County, Cal.”

PARCEL TWO

The parcel of land described and designated Parcel 1 in the deed from Schurley E. Schluer and Helen Schluer, husband and wife, to Pacific Gas and Electric Company dated October 3, 1927 and recorded in Book 4 of Official Records at page 56, Solano County Records, and therein described as follows:

MAIL TAX STATEMENTS TO:

Name

Address

Zip

“Parcel 1. Beginning at a point in the southerly boundary line of “B” Street distant thereon 87.0 feet easterly from the easterly boundary line of Adams Street and running thence easterly along the said southerly boundary line of “B” Street 50.0 feet; thence at a right angle southerly 175.0 feet; thence at a right angle westerly 50.0 feet; thence at a right angle northerly 175.0 feet to the point of beginning.”

Reserving to PG&E the right:

(a) for its existing line of towers and all wires and cables attached thereto or suspended therefrom, with all foundations, footings, crossarms and other appliances and fixtures used in connection with said line of towers, wires and cables; the right to suspend from any of said towers such additional wires and cables as PG&E shall from time to time deem necessary for the transmission and distribution of electric energy, and for communication purposes, including the right to assign the communication rights to a communications common carrier, and the right to reconstruct, replace, relocate, remove, maintain and use all of said facilities; together with a right of way, on, along and in all of said real property; and

(b) to excavate for, install, construct, maintain, repair, replace, use and operate, at any time and from time to time as PG&E deems necessary, for the purposes of transmitting and receiving electronic information in any form, telecommunications equipment, including, but not limited to, wires, fiberoptic cables, powered transceiver stations, and antennae, and related appliances, appurtenances, and fixtures, affixed to or suspended from PG&E’s towers or placed upon or under the ground adjacent to or parallel with PG&E’s towers or poles within said real property, together with the right to install, receive and maintain utility services therefor across said real property. In connection therewith, PG&E reserves the right to assign, lease, permit, or license to any person or entity in the business of transmitting and receiving electronic information in any form the telecommunication rights reserved herein together with the right of ingress and egress to said telecommunications facilities.

Further reserving to PG&E the right:

(a) to use said real property to provide access to any of PG&E's easements and facilities on lands adjacent to said real property;

(b) from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on said real property which in the opinion of PG&E may be a hazard to any of said facilities by reason of the danger of falling thereon, or may interfere with the exercise of PG&E's rights reserved herein; provided, however, that all trees which PG&E is hereby authorized to cut and remove, if valuable for timber or wood, shall be the property of Grantees, but all tops, lops, brush and refuse wood shall be burned or removed by PG&E;

(c) from time to time to enlarge, improve, reconstruct, relocate and replace said existing towers with any other number or type of poles or towers or other structures either in the original location or at any alternate location or locations within said real property;

(d) to install, maintain and use gates in all fences which now cross or shall hereafter cross said real property; and

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

Grantees shall have the right to use said real property for purposes which will not interfere with PG&E's full enjoyment of the rights hereby reserved; provided that:

(a) Grantees shall submit to PG&E for approval, plans for any development of said real property. Said plans shall be sent to: Pacific Gas and Electric Company, Attention: Land Agent, 343 Sacramento Street, Auburn, California 95603;

(b) Grantees shall not erect or construct any building or other structure, including but not limited to fences, sheds, tool houses and animal shelters, or drill or operate any well, or construct any reservoir or other obstruction or diminish or substantially add to the ground level in said real property, without the written consent of PG&E; and

(c) Grantees shall not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on said real property, so as to constitute, in the opinion of PG&E, a hazard to any of said facilities.

This grant is made subject to all valid and existing contracts, leases, licenses, easements, and encumbrances, whether recorded or unrecorded, which may affect said real property and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

The real property hereby conveyed is no longer necessary or useful to PG&E in the performance by it of its duties to the public.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with said real property.

Dated _____, 20____.

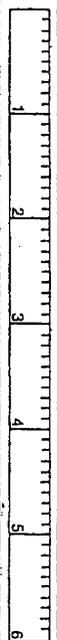
PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By _____

Attested _____

LD 2107-01-0520
Area 6, Sacramento Valley Region, Sacramento Division
Land Service Office: GO
Operating Department: Electric Transmission
T7N, R1E, MDB&M
Sec 14, SE4ofSE4
PG&E Drawing Number:
AF: 2107-01-0204, 2107-01-0207
TYPE OF INTEREST: 11f, 2, 6, 26, 42
SBE Parcel Number: 135-48-1-Pcl 5
Order #: 8058406
JCN: 22-04-199
County: Solano
Prepared By: TEP

SCALE IN 1/10 OF AN INCH

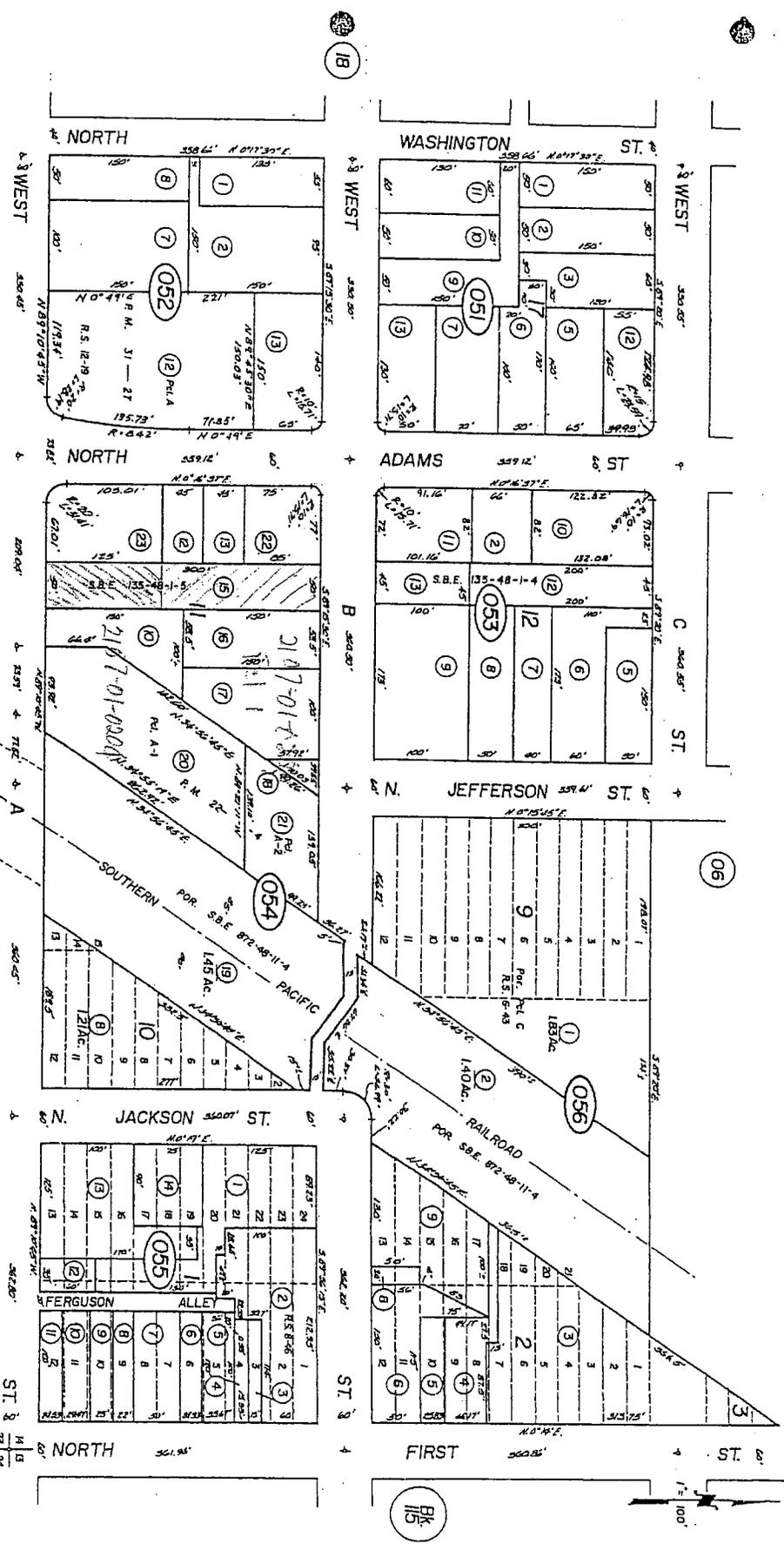


1-800-345-7334

POR. S.E. 1/4 SEC. 14, T.7N., R.1E., M.D.B.&M.

Tax Area Code 2012

113-05



Dickson's Addition - R.M. Bk. I, Pg. 20
 City of Dixon - R.M. Bk. 4, Pg. 42

67955XN

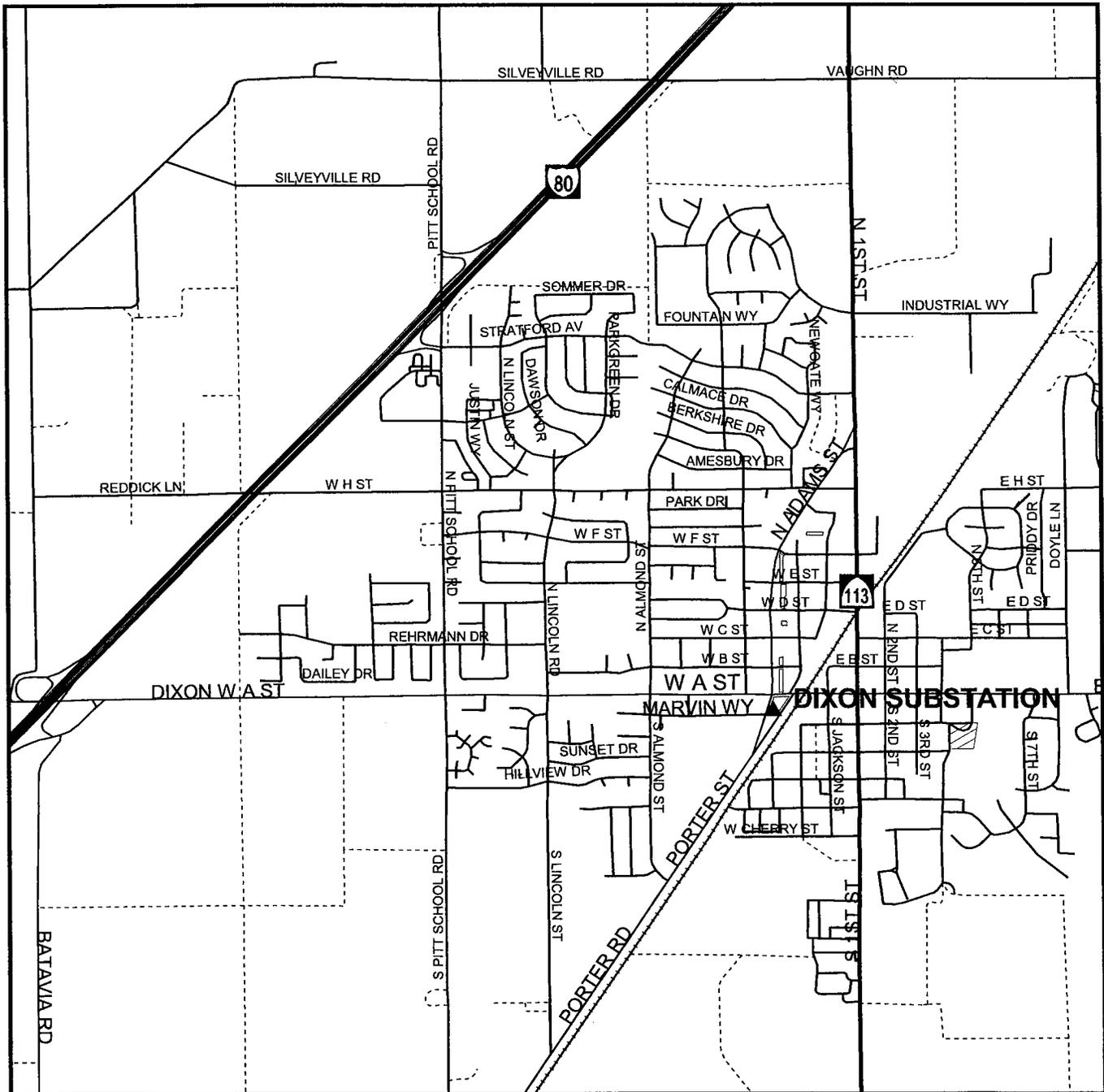
SECTION	DATE	BY
051-052	12-22-11	...
053-054	12-22-11	...
055-056	12-22-11	...
057-058	12-22-11	...
059-060	12-22-11	...
061-062	12-22-11	...
063-064	12-22-11	...
065-066	12-22-11	...
067-068	12-22-11	...
069-070	12-22-11	...
071-072	12-22-11	...
073-074	12-22-11	...
075-076	12-22-11	...
077-078	12-22-11	...
079-080	12-22-11	...
081-082	12-22-11	...
083-084	12-22-11	...
085-086	12-22-11	...
087-088	12-22-11	...
089-090	12-22-11	...
091-092	12-22-11	...
093-094	12-22-11	...
095-096	12-22-11	...
097-098	12-22-11	...
099-100	12-22-11	...

NOTE - Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles

CITY OF DIXON
 Assessor's Map Bk. 113 Pg. 05
 County of Solano, Calif.

93-94

(Foss)



SPCC PLAN ATTACHMENT #6-1



**VICINITY MAP
DIXON SUBSTATION**

369 West A at Porter Street
DIXON

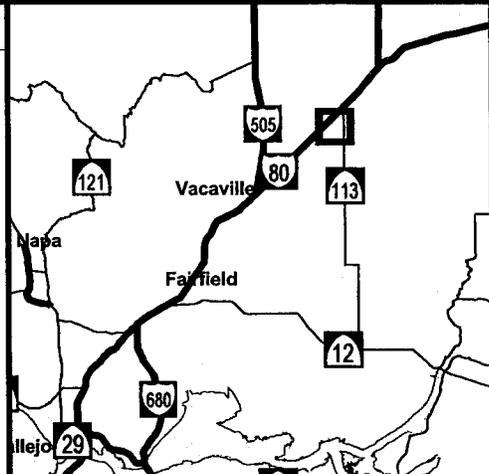
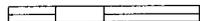
SOLANO COUNTY

PACIFIC GAS AND ELECTRIC COMPANY
SAN FRANCISCO, CALIFORNIA

Plotted by Sxec at 8/8/01 10:47 AM



1000 0 1000 Feet



Dixon Davis Cordelia Tower Fee Strip Property Sale



Fee strip between West A and West B Streets, looking north (Foss)

Memorandum

Date: September 21, 2004 **File #:**
To: CRE Transactions Supervisor
From: CRE Assoc Transactions Specialist
Subject: Internal Appraisal Review – Vaca- Dixon (Davis – Cordelia 60 KV
Transmission Line) Property Sales



KEN RICHERSON:

As per your request, listed below is an analysis and valuation report for the Vaca Dixon (Davis -Cordelia 60 KV Transmission Line)Property Sale. The scope of work involved an inspection of the subject properties, an investigation and analysis of the market data and letters from various brokers outlining their opinions of value. Additionally, we received written offers from some of the adjacent owners. The subject properties consists of six parcels, for some of the parcels, the highest and best use is commercial and for the others, the highest and best use is residential.

In reviewing the comparable sales data from the county recorder office, it is important to note that the data from the county recorder's office is for unencumbered parcel sales offering full utility. Consequently, the review indicated commercial sales ranged in price from \$1.64 - \$7.00 and residential sales from \$4.50 – \$8.35.

It is also important to note that the subject properties are fully encumbered. We received the following Broker Opinions of Value that considered the tower line encumbrances.

Commercial Real Estate Services - Dixon) – Broker Chuck Krouse (11/19/03)
\$1.00 - \$2.00) per sq ft (Commercial)

McDonald Real Estate - Dixon – Broker Allen Jardine (10/2/03)
\$.60 - \$.65 per sq ft (Residential)

Century 21 Distinctive Properties – Dixon – Realtor Ted Seifert (10/16/03)
\$.60 - \$.90 per sq ft (Residential)

Listed below is more detailed information on the subject properties:

**APN 0113-054-150 (North Adams – From West A to West B) SBE 135-48-1-5
Approximately 15,000 sq ft**

Highest and Best Use - Commercial

Current Use - Ingress/egress, parking and open storage. The tenant has a small propane supply, home and garden retail facility on the adjoining parcel and site has been graveled by tenant. Two lattice steel poles are on this property.

**APN 0113-053-130 (North Adams – From West B to West C) SBE 135-48-1B
Approximately 4,500 sq ft**

Highest and Best Use – Residential

Current Use – Adjoiner is utilizing this parcel as an extension of their yard. The yard is part of the adjoining church rectory and improvements consist of lawn, fence and playground equipment. No structures are on this property.

**APN 0113-064-220 (North Adams – From West C to West D) SBE 135-48-1C
Approximately 2,840 sq ft**

Highest and Best Use – Residential

Current Use – Adjoiner is using this parcel for garden plot and misc. open storage. Site is approximately 50' square and contains one lattice steel pole.

**APN 0113-063-020 (North Adams – From West D to West E) SBE 135-48-1A-1
Approximately 16,418 sq ft**

Highest and Best Use – Commercial

Current Use – Adjoiner is using this parcel for parking which covers a portion, (approx. 1/2). The remainder of the parcel is also being used for parking and garbage pick-up by another adjoiner. The area has been graveled by its users. There is one lattice steel pole on this property.

**APN 0113-074-030 (North Adams – From West E to West F) SBE 135-48-1E-1
Approximately 13,360 sq ft**

Highest and Best Use – Commercial

Current Use – Adjoiner is using this parcel for parking. The site is used for parking by his tenants and customers, beauty shop, travel agent, real estate, etc. Site was paved by the adjoiner several years ago. There is one lattice steel pole on this property.

**APN 0113-073-270 (North Adams From West F to West H) SBE 135-48-1E-2
Approximately 9,545 sq ft**

Highest and Best Use – Commercial

Current Use – Adjoiner is redeveloping an old concrete batch plant site into a commercial complex. This parcel is not currently being used by adjoining owner. The fee strip is however, along the site boundary line and would likely be used for buffer, landscape or parking. There are no structures on this property.

Additionally, we received offers that ranged from \$1.00 - \$1.25. Therefore, based on the above it is my opinion the subject properties should range in value from \$1.00 - \$1.50 (Commercial) and \$.60 - \$1.00 (Residential).

ISABEL HARRIS

Isabel Harris

EXHIBIT B

**PACIFIC GAS AND ELECTRIC COMPANY
STANDARD PURCHASE AND SALE AGREEMENT
(North Adams from West B to West C)**

(Unimproved Property)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of this 31 day of MAY, 2006, (the "Effective Date"), by and between **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("Seller"), and **DIXON UNITED METHODIST CHURCH OF DIXON, CALIFORNIA**, a California non-profit corporation ("Buyer").

RECITALS:

A. Seller is the owner of that certain parcel of unimproved real property, consisting of approximately 4,500 square feet, located in the City of Dixon, County of Solano and State of California, identified by the Solano County Assessor as Assessor's Parcel No. 0113-053-130, the State Board of Equalization as SBE No. 135-48-1B, commonly known as North Adams from West B to West C, Dixon, California, and more particularly described in Exhibit A (such real property, together with all easements, rights and privileges appurtenant thereto, is hereinafter referred to collectively as the "Property").

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. PURCHASE AND SALE.

Subject to the terms and conditions contained in this Agreement, Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, for a purchase price of Four Thousand Five Hundred Dollars (\$4,500.00) ("Purchase Price").

2. PAYMENT OF PURCHASE PRICE.

Buyer shall pay the Purchase Price for the Property to Seller as follows:

2.1 Deposit. Within five (5) days after the Effective Date of this Agreement, Buyer shall deposit an amount equal to Two Hundred Twenty-Five Dollars (\$225.00) ("Deposit") in escrow with Placer Title Company, 21 Towne Square, 2nd Floor, Vacaville, California 95688, Attn: Tiffany Alonzo, Escrow No. 503-3462, 707.678.0422 (telephone), 707.678.7615 (fax) ("Title Company"). The Deposit shall be considered to have been deposited only if it is made by bank wire transfer, certified check or cashier's check payable to the Title Company and drawn by a commercial bank or savings and loan association having a branch in and licensed to do business in the State of California. Buyer's failure to deliver the Deposit as required shall entitle Seller, by written notice to Buyer, to terminate this Agreement as of the date of the notice. Subject to the provisions of Sections 7 and 9 of this Agreement, the Deposit, and any accrued interest thereon, shall be delivered to Seller at close of escrow (as described in Section 3.3). The Deposit shall earn interest for the benefit of the party entitled to the Deposit under this Agreement.

2.2 Balance of Purchase Price. At least one (1) business day prior to close of escrow, Buyer shall deposit in escrow with the Title Company an additional sum equal to the balance of the Purchase Price in immediately available funds for delivery to Seller at close of escrow.

2.3 Assessments. At close of escrow, Buyer shall take title to the Property subject to the lien of any and all assessments encumbering the Property not then past due, and shall not be entitled to any credit against the Purchase Price for any portion of the obligations secured by such assessments.

3. ESCROW.

3.1 Establishment and Close of Escrow. Within five (5) days after the Effective Date of this Agreement, Buyer shall open an escrow with the Title Company (sometimes also referred to herein as the "Escrow Holder"), by delivering to the Title Company, the Deposit, a fully-executed copy of this Agreement and the Escrow Opening Instructions attached hereto as Exhibit B. The Deposit shall be held in such escrow in a federally insured, interest-bearing account. The parties estimate that the closing of this transaction ("Closing Date") will take place no later than at 8:00 a.m. California time on October 3, 2006 (the "Estimated Closing Date"); provided, however, that all conditions precedent set forth in Section 7 have been satisfied or waived. If the Governmental Approval described in Section 7.4 below has not been obtained prior to the Estimated Closing Date, Seller shall have the right (but not the obligation) to extend the Estimated Closing Date for up to an additional one (1) year to obtain Governmental Approval, in which case the Closing Date shall occur on the date specified by Seller, which date shall be no later than sixty (60) days following the date on which Governmental Approval is obtained. If Seller fails to obtain Governmental Approval prior to the Estimated Closing Date (as the same may be extended), this Agreement shall automatically terminate and except for agreements that expressly survive the termination of this Agreement, all obligations and liabilities of the parties under this Agreement shall terminate. If the conditions set forth in Section 7 have been satisfied (or waived by the party for whose benefit such condition precedent exists) prior to the Estimated Closing Date, the parties may mutually agree to accelerate the Closing Date.

3.2 Deposits into Escrow.

(a) At or prior to close of escrow, Buyer shall deposit or cause to be deposited with the Title Company the following:

- (i) The balance of the Purchase Price to be deposited by Buyer pursuant to Section 2.2;
- (ii) Buyer's share of the fees and charges described in Section 3.4(b);
- (iii) The amount, if any, payable to Seller pursuant to Section 3.5;
- (iv) Buyer's counterpart of the joint escrow instructions to the Title Company in the form attached hereto as Exhibit C (the "Joint Escrow Closing Instructions"), and any other instructions Buyer may deem necessary which are not inconsistent with the terms of this Agreement; and
- (v) The Release and Indemnity Agreement, duly executed by Buyer in the form attached hereto as Exhibit D (the "Release Agreement").

(b) At or prior to close of escrow, Seller shall deposit or cause to be deposited with the Title Company the following:

- (i) A grant deed, prepared and duly executed by Seller in recordable form, conveying fee title to the Property to Buyer ("Grant Deed");
- (ii) Affidavits certifying that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and California Revenue and Taxation Code Section 18662(e) ("Affidavits"); and

(iii) Seller's counterpart of the Joint Escrow Closing Instructions and any other instructions Seller may deem necessary which are not inconsistent with the terms of this Agreement.

3.3 Closing. After all the requirements of Section 3.2 have been satisfied and all conditions precedent set forth in Section 7 have been satisfied or waived, the parties shall instruct the Title Company to close escrow by, among other actions:

(a) Recording the Grant Deed and instructing the Solano County Recorder to deliver the Grant Deed to Buyer after recording;

(b) Recording the Release Agreement and instructing the Solano County Recorder to deliver the original Release Agreement to Seller after recording;

(c) Delivering to or for the account of Seller the Purchase Price paid by Buyer pursuant to Sections 2.1 and 2.2, and the amount, if any, payable to Seller pursuant to Section 3.5;

(d) Delivering to Seller an "as-recorded" conformed copy of the Grant Deed and Release Agreement; and

(e) Delivering to Buyer the Affidavits and an "as-recorded" conformed copy of the Grant Deed and Release Agreement, and issuing and delivering to Buyer the policy of title insurance described in Section 4.4.

3.4 Costs. In connection with the transactions contemplated by this Agreement, Seller and Buyer shall pay all transfer taxes and closing costs in accordance with the following:

(a) Seller shall bear the cost of the recording fees for recordation of the Grant Deed and the Release Agreement; and

(b) Buyer shall pay any real property conveyance or documentary transfer taxes charged by the City and/or County in which the Property is located and payable with respect to the Grant Deed, escrow fees charged by the Title Company, the cost of any ALTA or other survey required by the Title Company in order to issue the policy of title insurance described in Section 4.4, and the premium and endorsement charges for the policy of title insurance described in Section 4.4.

3.5 Prorations. Except for real property taxes affecting the Property, all income and expense items related to the Property shall be prorated as of close of escrow, including, without limitation, the current fiscal year's installments of any assessments encumbering the Property, rents and other charges under any leases, utility charges, and payments under any maintenance agreements or service contracts affecting the Property which Buyer may elect to assume. The net amount due Seller from Buyer under this Section 3.5, if any, shall be delivered by Buyer to the Title Company prior to close of escrow. The net amount due Buyer from Seller under this Section 3.5, if any, shall be charged to Seller by the Title Company at close of escrow. To the extent that the amount of any of the foregoing income and expense items shall not have been determined as of the close of escrow, such income and expense items shall be prorated as of close of escrow as soon thereafter as such amount is determined, and Seller shall promptly make to Buyer, and/or Buyer shall promptly make to Seller, any payments required by such prorations. Following the close of escrow, Seller will arrange for a refund of the real property taxes which are allocable to the period following the close of escrow in accordance with Section 5096.7 of the California Tax and Revenue Code, and Buyer will fully cooperate with Seller in securing such a refund.

3.6 Possession of Property. Seller shall deliver possession of the Property to Buyer upon close of escrow.

4. TITLE; TITLE INSURANCE.

4.1 Title. It shall be a condition precedent to Buyer's obligation to purchase the Property that Seller convey title to the Property to Buyer subject only to the following exceptions (the "Permitted Encumbrances"):

- (a) The lien of general and special real property taxes and assessments, not delinquent;
- (b) All matters and exceptions of record approved or deemed approved by Buyer pursuant to Section 4.3 below;
- (c) Any matters affecting title to the Property created by or with the consent of Buyer;
- (d) All matters which would be disclosed by an inspection or survey of the Property; and
- (e) Easements and other rights reserved by Seller pursuant to Section 4.2.

4.2 Easements and Other Reservations. Seller shall be entitled to reserve easements for all existing or proposed utility facilities located, or to be located, on or under the Property, including, without limitation, an easement for the purposes of operation, maintenance of, and all other activities related to Seller's overhead transmission line, together with the right of ingress and egress over the Property. Within thirty (30) days following the Effective Date, or as soon thereafter as is reasonably practicable, Seller shall provide information concerning any such easements to be reserved and easements, leases or rights granted to others by Seller.

4.3 Title Objections. Buyer shall use diligence to obtain from the Title Company a preliminary report for the Property ("Title Report"), together with copies of the instruments underlying any exceptions referred to in the Title Report, within ten (10) days following the Effective Date. Within ten (10) days following Buyer's receipt of the Title Report, Buyer shall review any title exceptions disclosed therein. In addition, within ten (10) days after receipt of the same, Buyer shall review the easements to be reserved by Seller and other information disclosed by Seller pursuant to Section 4.2, if any. The failure of Buyer to object to any exceptions to title shown in the Title Report within ten (10) days following Buyer's receipt of same, or the failure of Buyer to object to any easements to be reserved by Seller or other information disclosed by Seller pursuant to Section 4.2 within ten (10) days following Buyer's receipt of same, which objection shall be in writing and shall specifically delineate the reasons therefor, shall be deemed to be an approval by Buyer of the condition of title to the Property. If any of the exceptions to title shown in the Title Report or proposed easements or other title matters disclosed by Seller pursuant to Section 4.2 are objectionable to Buyer, Seller may, at its sole election, agree to remove such objectionable items or otherwise satisfy Buyer with respect to such items prior to close of escrow. If Seller is unable or unwilling to remove any such objectionable items or otherwise satisfy Buyer with respect thereto, Buyer shall have the right, upon written notice to Seller given within five (5) days after Seller's notice of refusal or inability to remove the exceptions, to terminate this Agreement. If Buyer elects to terminate this Agreement, the Deposit, and any accrued interest thereon, shall be returned to Buyer, each party shall pay one-half (1/2) of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination.

4.4 Title Insurance. Upon the close of escrow, Buyer shall cause the Title Company to issue to Buyer either ALTA or CLTA title insurance coverage with total liability not to exceed the amount of the Purchase Price insuring that fee simple title to the Property is vested in Buyer.

5. CONDITION OF PROPERTY.

5.1 AS IS CONDITION. BUYER HAS BEEN STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL

MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ELECTROMAGNETIC FIELDS AND POTENTIAL ENVIRONMENTAL HAZARDS ARISING FROM THE PRESENCE ON OR ABOUT THE PROPERTY OF HAZARDOUS SUBSTANCES. EXCEPT AS EXPRESSLY HEREINAFTER PROVIDED IN SECTION 6, NEITHER SELLER, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS MAKES OR HAS MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO THE PHYSICAL CONDITION OF THE PROPERTY, THE USES OF THE PROPERTY OR ANY LIMITATIONS THEREON, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY PERTAINING TO ZONING, ENVIRONMENTAL OR OTHER LAWS, REGULATIONS OR GOVERNMENTAL REQUIREMENTS; THE UTILITIES ON THE PROPERTY, THE COSTS OF OPERATING THE PROPERTY OR ANY OTHER ASPECT OF THE ECONOMIC OPERATIONS ON THE PROPERTY; THE CONDITION OF THE SOILS OR GROUNDWATERS OF THE PROPERTY; THE PRESENCE OR ABSENCE OF ELECTROMAGNETIC FIELDS, TOXIC MATERIALS OR HAZARDOUS SUBSTANCES ON OR UNDER THE PROPERTY; OR ANY OTHER MATTER BEARING ON THE USE, VALUE OR CONDITION OF THE PROPERTY. SELLER MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OF TITLE TO THE PROPERTY, AND BUYER AGREES THAT IT WILL RELY SOLELY ON ITS POLICY OF TITLE INSURANCE ISSUED PURSUANT TO SECTION 4.4.

5.2 Right of Inspection.

(a) For a period not to exceed ninety (90) days following the Effective Date of this Agreement (the "Inspection Period"), Buyer and Buyer's authorized representatives, may enter onto the Property at any reasonable time and from time to time to survey and inspect the Property. No invasive testing, including, but not limited to, soil and groundwater sampling, may be conducted on the Property unless and until the testing plans and procedures are approved in writing by Seller. Seller may withhold its approval, or grant approval subject to such conditions as Seller may determine, in its sole and absolute discretion.

(b) Buyer shall notify Isabel Harris, Seller's Real Estate Transaction Specialist for the Property (the "Real Estate Transaction Specialist"), by telephone at 415.973.5559 not less than seventy-two (72) hours prior to Buyer or Buyer's representatives entering the Property in each instance. No such entry shall interfere with Seller's use of the Property. Seller shall have the right to have a representative accompany Buyer on each such entry.

(c) Buyer shall provide to Seller copies of all reports and studies prepared by or on behalf of Buyer, promptly upon receipt thereof by Buyer.

5.3 Indemnification. Buyer shall indemnify, defend (with counsel approved by Seller), protect and hold Seller, its officers, directors, employees, agents and contractors (collectively, "Indemnitees") harmless from and against any and all losses, costs, claims, damages, liabilities, or causes of action (including attorneys' fees and costs) (collectively, "Claims") arising out of or in any way connected with the Property and occurring as a result of any entry upon the Property, or activities conducted thereon by Buyer, its agents, contractors or employees prior to close of escrow, including Claims arising from the passive or active negligence of the Indemnitees, and Buyer shall return the Property as nearly as possible to the same condition the Property was in prior to such entry or activities.

5.4 Right to Terminate. If, for any reason, Buyer is not satisfied with the results of its inspections of the Property, Buyer shall have the right to terminate this Agreement by written notice to Seller given prior to the expiration of the Inspection Period. Buyer's notice of termination shall specify in detail the basis for Buyer's termination of this Agreement. Buyer's failure to terminate this Agreement prior to the expiration of the Inspection Period shall be deemed Buyer's approval of all matters relating to the Property, including, but not limited to, the physical condition of the Property, the possible uses of the Property and any limitations thereon. If Buyer elects not to terminate this Agreement as permitted above, (a) Buyer shall have no further right to terminate this Agreement, except in accordance with the provisions of Section 8 or Section 9.2 below (regardless of any changes in the condition of the Property or any facts

or circumstances of which Buyer may become aware following the Inspection Period); and (b) in addition to all other claims waived by Buyer hereunder, Buyer shall be deemed to have waived any and all rights or claims against Seller with respect to matters discovered prior to the expiration of the Inspection Period. If Buyer elects to terminate this Agreement as permitted above, (x) the Deposit, and any accrued interest thereon, shall be returned to Buyer, each party shall pay one-half (1/2) of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination; and (y) Buyer shall promptly provide Seller with copies of any and all inspection reports regarding the Property prepared by or on the behalf of Buyer.

5.5 Hazardous Substances Disclosure; Buyer's Release. Seller, at some time during its ownership or use of the Property, may have handled, treated, stored and/or disposed of Hazardous Substances (as defined in the Release Agreement) on the Property. Some of these Hazardous Substances may contain chemicals known to the State of California to cause cancer or reproductive toxicity. Buyer acknowledges that Seller has made no investigation with respect to Hazardous Substances affecting the Property and that no Hazardous Substances report has been provided or will be provided to Buyer by Seller. Buyer has been strongly advised to investigate the existence of Hazardous Substances on, under, about or otherwise affecting the Property. Buyer further acknowledges that Seller shall not in any manner be responsible to Buyer for the presence of any electromagnetic field or Hazardous Substances on, under, about or otherwise affecting the Property, and further, as a material inducement to Seller for the sale of the Property to Buyer, Buyer agrees to execute and deliver the Release Agreement to Seller at or prior to close of escrow.

5.6 Seismic Disclosure Requirements.

(a) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a delineated earthquake fault zone as so designated under the Alquist-Priolo Earthquake Fault Zoning Act, Sections 2621 et seq. of the California Public Resources Code (an "Earthquake Fault Zone"), nor, to Seller's actual knowledge, is the Property situated within such an Earthquake Fault Zone.

(b) Seller hereby discloses to Buyer that seismic hazard maps are not yet available to determine whether the Property is situated within a seismic hazard zone as so designated under the Seismic Hazards Mapping Act, Sections 2690 et seq. of the California Public Resources Code (a "Seismic Hazard Zone"). Therefore, Buyer acknowledges and understands that the Property may be located within a Seismic Hazard Zone, and Buyer is strongly advised by Seller to conduct its own investigation with respect thereto.

5.7 Natural Hazards Disclosure Requirements.

(a) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a special flood hazard area as so designated by the Federal Emergency Management Agency (a "Special Flood Hazard Area"), nor, to Seller's actual knowledge, is the Property situated within such a Special Flood Hazard Area.

(b) In accordance with the requirements of California law, Seller hereby discloses to Buyer, and Buyer acknowledges and understands that, the Property is situated within an area of potential flooding on an Inundation Map as so designated pursuant to California Government Code Section 8589.5 (an "Area of Potential Flooding").

(c) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a Very High Fire Hazard Severity Zone as so designated pursuant to California Government Code Section 51178 (a "Fire Hazard

Severity Zone"), nor, to the actual knowledge of Seller or its agents, is the Property situated within such a Fire Hazard Severity Zone.

(d) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a wildland area subject to substantial forest fire risks and hazards as so classified pursuant to California Public Resources Code Section 4125 (a "Wildland Fire Zone"), nor, to the actual knowledge of Seller or its agents, is the Property situated within such a Wildland Fire Zone.

5.8 Limitations on Disclosures. Buyer acknowledges and understands that, in making the representations and disclosures contained in Sections 5.6 and 5.7 above, Seller is relying solely on the Natural Hazards Disclosure Statement dated October 13, 2005, prepared by JCP Geologists, Inc. and identified as Report No. 2005101300066 (the "Natural Hazards Statement"). A copy of the Natural Hazards Statement is attached to this Agreement as Exhibit G. Buyer further acknowledges and understands that if the Property is situated within one or more of the hazard zones described in Sections 5.6 and 5.7 above, Buyer's ability to develop the Property, obtain insurance, or receive assistance after a disaster may be limited. The maps, on which the disclosures contained in Section 5.6 and 5.7 are based, only estimate where natural hazards exist, and are not definitive indications of whether or not a property will be affected by a natural disaster. Except as expressly provided herein, Seller is making and has made no representations regarding the seismic, geologic or other natural hazards affecting the Property, or the effect thereof on the future use or development of the Property, and Buyer should make its own inquiry and investigation of such hazards. Further, Buyer hereby waives, to the fullest extent permitted by law, any disclosure requirements relating to seismic, geologic and other natural hazards imposed on Seller by California law.

5.9 Confidentiality. Until close of escrow, and unless disclosure is otherwise required under this Agreement or under applicable law, Buyer shall keep and shall cause Buyer's agents, consultants and employees to keep confidential all tests, reports, documents, analyses, and opinions obtained by Buyer with respect to the Property, including, but not limited to, any information provided by Seller or received or prepared by Buyer in Buyer's independent factual, physical and legal examinations and inquiries respecting the Property (collectively, the "Confidential Information"), except that Buyer may disclose the same to its legal counsel and consultants, provided that Buyer obtains the agreement in writing of such legal counsel and consultants to keep the Confidential Information confidential. Until close of escrow, neither the contents nor the results of any Confidential Information shall be disclosed by Buyer, its agents, consultants and employees without Seller's prior written approval unless and until Buyer is legally compelled to make such disclosure.

5.10 Survival. The covenants, agreements and obligations of Buyer contained in this Section 5 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Seller's Representations. Seller hereby represents and warrants to Buyer as follows:

(a) Seller has full right, power and authority to enter into this Agreement and to sell, convey and transfer the Property and all rights appurtenant thereto to Buyer. All corporate action on the part of Seller necessary for the valid authorization, execution, and delivery of this Agreement, and the consummation of the transactions contemplated hereby has been taken, or at or prior to close of escrow will have been taken.

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or constitute a default under any of the terms, conditions or provisions of any other agreement to which Seller is a party or by which Seller is bound, and

will not to the best of Seller's knowledge, violate any provision of, or require any consent, authorization or approval under, any applicable law, regulation, or order.

(c) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit H, Seller has received no written notice from any governmental agency or private person during the six (6) month period preceding the Effective Date that the condition, use or operation of the Property violates any law or any order or requirement of any governmental agency that could materially and adversely affect the operation or value of the Property (other than violations which have been cured).

(d) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit H, Seller has received no written notice of any pending or threatened lawsuits of any kind against Seller that could materially and adversely affect the operation or value of the Property or prohibit the sale thereof.

(e) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit H, Seller has received no written notice of any pending, threatened or contemplated condemnation proceedings affecting the Property or any part thereof.

Seller's "knowledge" or "receipt of written notice" as used in this Section 6.1 or elsewhere in this Agreement shall mean the actual knowledge of, or receipt of written notice by, the Real Estate Transaction Specialist, without any duty of inquiry. Buyer acknowledges and agrees that Seller may have records or files not in the possession of the Real Estate Transaction Specialist which may include information concerning the Property. Buyer understands that Seller will not undertake to determine whether any of such other files and/or records contain information concerning the Property and Seller will not make such other files and records available to Buyer for its review. Buyer further acknowledges and agrees that Seller and its affiliates have gone through numerous management changes and personnel changes over the years, and the employees who currently manage the Property may have little or no knowledge of the location or contents of the files and records relating to the Property. In light of the voluminous files and records of Seller, and the uncertainty of the location or content of such files, Buyer acknowledges and agrees that Buyer will, except for the limited representations and warranties contained in this Section 6.1, rely solely on its own investigations in making its decision to acquire the Property.

6.2 Buyer's Representations. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material, is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder) and shall fully survive the close of escrow and the recordation of the Grant Deed:

(a) Buyer is a non-profit corporation, duly organized, validly existing and in good standing under the laws of the State of California. This Agreement and all documents executed by Buyer which are to be delivered to Seller upon close of escrow are, or at the time of close of escrow will be, (i) duly authorized, properly executed and delivered by Buyer, (ii) legal, valid and binding obligations of Buyer enforceable in accordance with their terms at the time of close of escrow, and (iii) not in violation of any agreement or judicial order to which Buyer is a party or to which it is subject.

(b) Buyer is an experienced real property operator and investor, and is represented or has had an opportunity to be represented by counsel in connection with this transaction. Except for the express representations and warranties of Seller contained in Section 6.1 above, Buyer specifically acknowledges that it is acquiring the Property in an "AS IS, WHERE IS, WITH ALL FAULTS" condition, without any representations or warranties of Seller, express or implied, written or oral, as to the nature or condition of title to the Property, the physical condition of the Property, the uses of the Property or any limitations thereon. Buyer is relying solely upon, and, as of the expiration of the Inspection Period will have conducted, its own analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller (including, without limitation, an analysis of any and all matters concerning the condition, use, sale, development or suitability for development of the Property). Buyer is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports,

descriptions, guidelines or other information or material furnished by Seller or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters.

(c) The representations and warranties of Buyer set forth in this Agreement shall be true on and as of the close of escrow as if those representations and warranties were made on and as of such time.

7. CONDITIONS PRECEDENT.

7.1 Conditions to Buyer's Obligations. Buyer's obligation under this Agreement to purchase the Property is subject to the fulfillment or waiver of each of the following conditions precedent:

(a) The Title Company shall be prepared to issue at close of escrow the title insurance policy described in Section 4.4 upon payment of its regularly scheduled premium therefor, subject only to the standard printed exceptions to such title insurance policy and the Permitted Encumbrances; and

(b) Seller shall have performed each and every covenant contained in this Agreement to be performed by Seller at or prior to close of escrow.

7.2 Conditions to Seller's Obligations. Seller's obligation under this Agreement to sell the Property to Buyer is subject to the fulfillment or waiver of each of the following conditions precedent:

(a) Compliance with the California Subdivision Map Act (Government Code Section 66410, et seq.), including the approval and filing of a final subdivision map or parcel map if required; and

(b) Buyer's timely performance of each and every covenant contained in this Agreement to be performed by Buyer.

7.3 Satisfaction of Conditions. Buyer may waive any of the conditions precedent set forth in Section 7.1, and Seller may waive any of the conditions precedent set forth in Section 7.2. Subject to the foregoing and to the provisions of Section 9.1 below, in the event that any of the conditions precedent set forth in this Section 7 shall not be satisfied or waived at or prior to the Closing Date, then the party whose obligations are subject to such condition precedent shall have the right to terminate this Agreement, and the Deposit, and any accrued interest thereon, shall be returned to Buyer, less one-half of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement except those which expressly survive termination.

7.4 Governmental Approval. If Seller determines, in Seller's sole and absolute discretion, that approval ("Governmental Approval") of the California Public Utilities Commission ("CPUC") will be required as a condition precedent to Seller's sale of the Property to Buyer, then the obligation of each party to close the sale of the Property shall be conditioned upon obtaining such Governmental Approval at or prior to the close of escrow. Buyer acknowledges and agrees that Governmental Approval shall not be deemed to have occurred for purposes of this Agreement unless and until the CPUC approves the sale of the Property to Buyer in a form that is final, unconditional and unappealable, including exhaustion of all administrative appeals or remedies before the CPUC, and such Governmental Approval is approved by Seller in its sole and absolute discretion, including, without limitation, Seller's approval of the proposed accounting and ratemaking treatment of the sale. Buyer further acknowledges and agrees that Seller makes no representation or warranty with respect to the Governmental Approval, and Buyer hereby waives all claims against Seller which may arise out of losses, expenses or damages suffered or incurred by Buyer as a result of the need for the Governmental Approval or the failure of the CPUC to approve the sale of the Property to Buyer.

8. CONDEMNATION. In the event of any taking of more than fifty percent (50%) of the land area of the Property in eminent domain proceedings or under threat of condemnation prior to the close of escrow, Buyer shall have the right to terminate this Agreement and recover all amounts paid on account of the Purchase Price by giving to Seller written notice of termination within five (5) days following the date of such taking. In the event of a taking of fifty percent (50%) or less of the land area of the Property prior to the close of escrow or in the event that Buyer shall not elect to terminate the Agreement as aforesaid, Buyer shall remain obligated to perform its obligations under this Agreement, and Seller shall assign to Buyer at close of escrow the portion of any condemnation award attributable to Seller's interest in the Property. For the purposes of this Agreement, a taking in condemnation shall mean the taking of possession or the vesting of fee title to the Property in a governmental entity pursuant to the exercise of the power of eminent domain or pursuant to a deed given in lieu or in contemplation thereof.

9. DEFAULT.

9.1 Buyer's Default.

(a) IN THE EVENT THAT THE SALE OF THE PROPERTY TO BUYER UNDER THIS AGREEMENT SHALL NOT BE CONSUMMATED BECAUSE OF A DEFAULT BY BUYER, SELLER MAY UNILATERALLY TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING WRITTEN NOTICE TO BUYER AND THE TITLE COMPANY, AS ESCROW HOLDER. THEREUPON, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS UNDER THIS AGREEMENT, AND ESCROW HOLDER IS HEREBY IRREVOCABLY INSTRUCTED BY BUYER AND SELLER TO DISBURSE THE DEPOSIT, PLUS ANY ACCRUED INTEREST THEREON, TO SELLER AS LIQUIDATED DAMAGES. IN ADDITION, ESCROW HOLDER SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, AND ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER. SELLER'S RETENTION OF THE DEPOSIT IS NOT INTENDED AS A FORFEITURE OR A PENALTY, BUT IS INTENDED TO COMPENSATE SELLER FOR DAMAGES IT WILL SUSTAIN BY REASON OF SUCH DEFAULT BY BUYER, INCLUDING DAMAGES RESULTING FROM THE REMOVAL OF THE PROPERTY FROM THE MARKET, THE LOSS OF BUSINESS AND DEVELOPMENT OPPORTUNITIES AND THE LOSS OF PROSPECTIVE INVESTMENT IN OTHER PROPERTY. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF SELLER'S ACTUAL DAMAGES AS A RESULT OF BUYER'S DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, AND THE AMOUNT PROVIDED FOR HEREIN IS A REASONABLE ESTIMATE OF SUCH DAMAGES. BY THEIR SIGNATURES BELOW, SELLER AND BUYER SPECIFICALLY ACKNOWLEDGE THEIR ACCEPTANCE AND APPROVAL OF THE FOREGOING LIQUIDATED DAMAGES PROVISION.

(b) NOTHING CONTAINED IN THIS SECTION 9.1 SHALL SERVE TO WAIVE OR OTHERWISE LIMIT (1) SELLER'S REMEDIES OR DAMAGES FOR CLAIMS OF SELLER AGAINST BUYER WITH RESPECT TO ANY OBLIGATIONS OF BUYER THAT, BY THE TERMS OF THIS AGREEMENT, SURVIVE THE CLOSE OF ESCROW OR ANY TERMINATION OF THIS AGREEMENT BEFORE THE CLOSE OF ESCROW, INCLUDING, WITHOUT LIMITATION, BUYER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 5.3 AND SECTION 10.2, OR (2) SELLER'S RIGHTS TO OBTAIN FROM BUYER ALL COSTS AND EXPENSES OF ENFORCING THE LIQUIDATED DAMAGE PROVISION CONTAINED IN SECTION 9.1(A) ABOVE, INCLUDING ATTORNEYS' FEES AND COSTS PURSUANT TO SECTION 11.11 BELOW.

(c) THE PARTIES AGREE THAT SELLER WOULD SUFFER MATERIAL INJURY OR DAMAGE NOT COMPENSABLE BY THE PAYMENT OF MONEY IF BUYER WERE TO BREACH OR VIOLATE ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTIONS 5.9 AND 11.12 OF THIS AGREEMENT. ACCORDINGLY, NOTWITHSTANDING THE PROVISIONS OF SECTION 9.1(A) ABOVE, IN ADDITION TO ALL OTHER REMEDIES THAT SELLER MAY HAVE, SELLER MAY BRING AN ACTION IN EQUITY OR OTHERWISE FOR SPECIFIC PERFORMANCE TO ENFORCE COMPLIANCE WITH SUCH SECTIONS, OR AN INJUNCTION TO ENJOIN THE CONTINUANCE OF ANY SUCH BREACH OR VIOLATION THEREOF. BUYER AGREES TO WAIVE ANY REQUIREMENT FOR A BOND IN CONNECTION WITH ANY SUCH INJUNCTIVE OR OTHER EQUITABLE RELIEF.

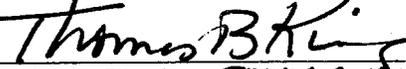
ACKNOWLEDGMENT AS TO ACCEPTANCE OF THE IMMEDIATELY PRECEDING LIQUIDATED DAMAGES PROVISION:

Buyer: DIXON UNITED METHODIST CHURCH OF DIXON, CALIFORNIA

By: 
Jennifer Crawford

Seller:

PACIFIC GAS AND ELECTRIC COMPANY

By: 
~~Walter R. Rhodes~~ **THOMAS B. KING**
Vice President, **PRESIDENT AND CHIEF EXECUTIVE OFFICE**
~~Strategic Sourcing and Operations Support~~

By: 
Janna Polik

9.2 **Seller's Default.** If the sale of the Property under this Agreement shall not be closed because of a default by Seller, Buyer shall have, at its option and as its sole remedies, the following:

(a) The right to pursue specific performance of this Agreement, provided that Buyer waives in writing any right it may have to bring an action for, or assert, any damages against Seller for such default of Seller. In no event shall Buyer be entitled to any damages as a result of a default by Seller under this Agreement.

(b) As an alternative to the remedy provided in Section 9.2(a), the right to terminate this Agreement and receive a return of the Deposit and any interest thereon, whereupon neither party shall have any further rights or obligations hereunder, except those which expressly survive termination.

9.3 **Failure of Conditions.** If prior to the close of escrow Seller discloses to Buyer or Buyer discovers that (a) title to the Property is subject to defects, limitations or encumbrances other than as shown on the Title Report, or (b) any representation or warranty of Seller contained in this Agreement is, or as of the Closing Date will be, untrue, then Buyer shall, within three (3) days following Buyer's receipt of such information, give Seller written notice of its objection thereto, which objection shall be in writing and shall specifically delineate the reasons therefor. If Buyer fails to furnish Seller with such an objection notice within said three (3) day period, Buyer shall be deemed to have irrevocably waived any right to object to such information, and this Agreement shall continue in full force and effect. However, if Buyer furnishes Seller with such an objection notice within said three (3) day period, Seller may elect by notice to Buyer either (i) to attempt to cure or otherwise remedy Buyer's objection (in which event, Seller may postpone the close of escrow for up to thirty (30) days to effect said cure) or (ii) not to cure or otherwise remedy Buyer's objection. Buyer acknowledges and agrees that Seller shall have no obligation to cure any objection. If Seller is unable or unwilling to cure Buyer's objection and Buyer fails to waive the objection within ten (10) days after notice thereof from Seller, this Agreement will terminate automatically, and, provided that Buyer shall not be in default hereunder, Seller shall promptly direct the Escrow Holder to return the Deposit and any interest thereon to Buyer, whereupon neither party shall have any further rights or obligations hereunder, except those which expressly survive termination.

10. **BROKERS.**

10.1 **Seller.** Seller hereby represents and warrants to Buyer that Seller has incurred no obligation to any finder or real estate broker or salesperson with respect to this transaction, and in the event that any contrary claim is made, Seller shall indemnify, defend and hold Buyer harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and costs) with respect to any such additional finder, broker or salesperson. The representations,

warranties and covenants of Seller contained in this Section 10.1 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

10.2 Buyer. Buyer hereby represents and warrants to Seller that Buyer has not incurred any obligation to any finder or real estate broker or salesperson with respect to this transaction, and in the event that any contrary claim is made, Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and costs) with respect to any such finder, broker or salesperson. The representations, warranties and covenants of Buyer contained in this Section 10.2 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

11. MISCELLANEOUS.

11.1 Operation of the Property Prior to Closing. During the period from the date of Seller's execution of this Agreement to the close of escrow, Seller shall maintain the Property in the condition in which it exists as of the Effective Date, normal wear and tear excepted, and otherwise act with respect to the Property in accordance with its pre-existing practices as if the Property were not to be sold to Buyer. Seller agrees not to enter into any lease, management agreement or maintenance or service contract, or alter or amend any of the material terms of any such existing agreements during such interim period, without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

11.2 Survival of Seller's Representations and Warranties. The representations and warranties of Seller contained in Sections 6.1 and 10 of this Agreement shall survive the close of escrow and continue for a period of six (6) months thereafter and shall thereupon expire and be of no further force and effect. Any claim for breach of any such representations and warranties must be made within such 6-month period or shall be waived. Notwithstanding the foregoing, in the event Buyer discovers prior to the close of escrow that any representations or warranties made by Seller are untrue or inaccurate, or that Seller failed to make any material disclosures to Buyer regarding the Property (collectively, "Disclosure Defects"), Seller shall bear no liability for such matters, and Buyer shall, as its sole remedy (provided that Seller has not breached an express covenant set forth in this Agreement), elect either to (a) waive such matters and complete the purchase of the Property in accordance with the terms of this Agreement or (b) terminate this Agreement and receive a refund of the Deposit plus all interest accrued thereon. Buyer's consent to the close of escrow in this transaction shall conclusively demonstrate Buyer's waiver of any Disclosure Defects known to Buyer prior to the close of escrow, and Buyer shall not be entitled to make any claim or bring any action for damages against Seller arising out of any Disclosure Defects.

11.3 Time of Essence. Time is of the essence of this Agreement and each and every provision hereof.

11.4 Further Assurances. Each party hereto agrees to execute and deliver to the other party such further documents or instruments as may be necessary or appropriate in order to carry out the intentions of the parties as contained in this Agreement.

11.5 Binding Effect; Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the heirs, successors and assigns of the parties hereto. Notwithstanding the foregoing, Buyer shall have no right to assign its rights and obligations under this Agreement unless (a) Buyer shall obtain the prior written consent of Seller to such assignment, which consent shall not be unreasonably withheld, (b) Buyer shall not then be in default of any of its obligations under this Agreement, (c) Seller shall have approved the form of assignment, (d) the assignee shall have expressly assumed all of the obligations of Buyer under this Agreement, (e) Buyer shall furnish Seller with evidence acceptable to Seller that the proposed assignee possesses the financial ability to perform Buyer's obligations contemplated by this Agreement, and (f) Buyer shall continue to be primarily liable under this Agreement; provided, however, that Buyer may freely assign its rights and obligations under this Agreement to any parent company, subsidiary or affiliate of Buyer, or to any partnership or other entity to be formed by Buyer for the purpose of acquiring the Property, provided that Buyer shall not be released of its obligations under

this Agreement. Buyer agrees to reimburse Seller, within thirty (30) days after demand, for all costs and expenses (including attorneys' fees and costs) incurred by Seller in connection with any assignment of Buyer's interest in this Agreement, whether or not Seller's consent to such assignment is required or obtained, including, without limitation, all costs and expenses (including attorneys' fees and costs) incurred to amend any pending application for approval(s) described in Section 7 above as a result of such assignment. Buyer acknowledges that fees attributable to the work of Seller's in-house attorneys are reimbursable under the preceding sentence, and that such fees shall be calculated as provided in Section 11.11 below. Buyer acknowledges and agrees that Seller shall have the right to assign or otherwise convey its rights and/or obligations under this Agreement and/or with respect to the Property without the consent of Buyer, provided that Seller provides written notice of such assignment or conveyance, and the assignee assumes the remaining obligations of Seller under this Agreement. Said assignee shall be substituted as Seller hereunder and shall be entitled to the benefit of and may enforce Buyer's covenants, representations and warranties hereunder as if such assignee were the original Seller hereunder.

11.6 Severability. If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severable; provided, however, if such unenforceability or invalidity alters the substance of this Agreement (taken as a whole) so as to deny either party, in a material way, the realization of the intended benefit of its bargain, such party may terminate this Agreement within thirty (30) days after the final determination by notice to the other. If such party so elects to terminate this Agreement, then this Agreement shall be terminated, the Deposit, and any accrued interest thereon, shall be returned to Buyer, each party shall pay one-half (1/2) of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination.

11.7 Governing Laws; Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Seller and Buyer agree that the venue of any action, proceeding or counterclaim on any matter whatsoever arising out of or in any way connected with this Agreement shall be in the County of San Francisco, California. The covenants of Seller and Buyer contained in this Section 11.7 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

11.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.9 Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be either personally delivered or transmitted by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or Airborne Express, addressed to the parties as follows:

If to Seller:

Isabel Harris
Pacific Gas and Electric Company
245 Market Street
Mail Code N10A
San Francisco, CA 94105

With a copy to:

Wendy Coleman, Esq.
Law Department
Pacific Gas and Electric Company
77 Beale Street, Mail Code B30A
San Francisco, CA 94105

If to Buyer:

Dixon United Methodist Church of Dixon, California
209 North Jefferson
Dixon, CA 95620

The date of any notice or communication shall be deemed to be the date of receipt if delivered personally, or the date of the receipt or refusal of delivery if transmitted by mail or overnight courier. Any party may change the address for notice by giving notice to the other party in accordance with this Section 11.9.

11.10 Prior Agreements. This Agreement and the exhibits hereto contain the entire understanding of the parties relating to the subject matter hereto and shall supersede any prior written or oral agreements or communications between the parties pertaining to such subject matter.

11.11 Attorneys' Fees. In the event that any party shall bring an action to enforce its rights under this Agreement, or relating to the interpretation hereof, whether for declaratory or other relief, the prevailing party in any such proceeding shall be entitled to recover from the other party reasonable attorneys' fees and all costs, expenses and disbursements that the prevailing party incurred in connection with such proceeding and any appeal thereof (including, but not limited to, the reasonable costs of discovery, investigation, preparation for trial, professional or expert consultation and testimony). A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. For purposes hereof, the reasonable fees of Seller's in-house attorneys who perform services in connection with any such action are recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by Seller's Law Department. Any such fees and costs incurred prior to judgment, award, or decree may be included in any judgment, award or decree entered in such proceeding in favor of the prevailing party. Any such fees, costs and expenses incurred by the prevailing party in enforcing a judgment, award or decree in its favor shall be recoverable separately from and in addition to any other amount included in such judgment, award or decree. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

11.12 Confidentiality. Neither party shall disclose the terms of this Agreement to any third party without the prior written consent of the other party. It is understood that the confidentiality of the terms hereof is critical to preserve the financial integrity of the Property.

11.13 Limitation on Liability. Buyer expressly agrees that the obligations and liabilities of Seller under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives of Seller. Notwithstanding anything to the contrary, Seller's liability, if any, arising in connection with this Agreement or with the Property shall be limited to Seller's interest in the Property for the recovery of any judgment against Seller, and Seller shall not be personally liable for any such judgment or deficiency after execution thereon. The limitations of liability contained in this Section 11.13 shall apply equally and inure to the benefit of Seller's present and future officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives, and their respective heirs, successors and assigns.

11.14 Exhibits. The following Exhibits are attached hereto and incorporated by reference into this Agreement:

- Exhibit A - Legal Description of Property
- Exhibit B - Escrow Opening Instructions
- Exhibit C - Joint Escrow Closing Instructions
- Exhibit D - Release and Indemnity Agreement
- Exhibit E - Intentionally Omitted
- Exhibit F - Intentionally Omitted
- Exhibit G - Natural Hazard Disclosure Statement
- Exhibit H - Disclosure Exhibit

11.15 Required Actions of Buyer and Seller. Buyer and Seller agree to take such reasonable actions, including but not limited to acknowledging, delivering or executing instruments and documents, as may be required to effectuate the purposes of this Agreement or to consummate the purchase and sale of the Property as contemplated herein.

11.16 Back-Up Offers. Seller shall have the right to solicit, receive, consider and accept so-called "back-up" offers to purchase the Property.

11.17 Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Agreement as Buyer, the liability of each such individual, corporation, partnership or other business association to perform Buyer's obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Buyer shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

11.18 Mediation. In the event any dispute arises concerning the enforcement and/or interpretation of this Agreement, including, but not limited to, any claim that either party has breached this Agreement, or any dispute concerning Hazardous Substances (as defined in the Release Agreement), the parties agree to attempt initially to settle such claims or disputes in good faith between themselves. Said obligation to discuss settlement of such claims or disputes shall be initiated by written notice of such claim or dispute. Should the parties not settle such claims or disputes within thirty (30) days of the date of mailing of said notice or within such additional time period to which the parties agree in writing (the "Negotiation Period"), the parties agree to submit any such claim or dispute to mediation. The parties shall select a mediator within thirty (30) days of the expiration of the Negotiation Period (the "Selection Period"), either by mutual agreement or, in the absence of agreement on a mediator, by requesting during the Selection Period that the American Arbitration Association in San Francisco, California appoint a mediator. The mediation shall be commenced within thirty (30) days of the selection of a mediator by the parties or the American Arbitration Association. Except as provided herein or by written agreement of the parties, the mediation shall be conducted in San Francisco pursuant to the rules of the American Arbitration Association. Should the dispute be settled in mediation prior to litigation, each party shall bear its own costs and attorney's fees. If the parties are not able to settle the dispute through mediation per this paragraph, each party shall have all remedies entitled to such party by law or at equity. The covenants of Buyer and Seller contained in this Section 11.18 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

SELLER:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: *Thomas B King*
Walter R. Rhodes **THOMAS B. KING**
Vice President, **PRESIDENT AND CHIEF EXECUTIVE OFFICER**
Strategic Sourcing and Operations Support

Date: 5/31/06

APPROVED AS TO FORM:

Walter R. Rhodes 4/2/06
Attorney

BUYER:

DIXON UNITED METHODIST CHURCH
OF DIXON, CALIFORNIA, a California
non-profit corporation

By: *Jennifer Crawford*
Jennifer Crawford

Its: Board of Trustees Chair

Date: 2-8-06

By: *Janna Polik*
Janna Polik

Its: Board of Trustees Co-Chair

Date: 2-9-06

NOTE: BUYER AND SELLER ARE TO SPECIFICALLY ACKNOWLEDGE THEIR AGREEMENT WITH SECTION 9.1 HEREOF BY PLACING THEIR SIGNATURES WHERE INDICATED BELOW SUCH SECTION.



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain real property situated, lying and being in the County of Solano, State of California, described as follows, to wit:

(APN 0113-053-130)

The parcel of land conveyed by Leo C. Tuck and others, as trustees, to Pacific Gas and Electric Company by deed dated November 1, 1927 and recorded in Book 5 of Official Records at page 413, Solano County Records, and therein described as follows:

"Beginning at a point in the northerly boundary line of "B" Street, distant thereon 173.0 feet westerly from the westerly boundary line of Fitch Street, and running thence westerly along the said northerly boundary line of "B" Street, 45.0 feet to the easterly boundary line of the lands of George Steinmiller; thence northerly along said easterly boundary line of the lands of George Steinmiller and the extension thereof, 102.0 feet; thence easterly parallel with the said northerly boundary line of "B" Street, 45.0 feet; thence southerly parallel with the easterly boundary line of Fitch Street, 102.0 feet, more or less, to the point of beginning, and being a portion of Block 12, as shown upon the map of Dickson's Addition to the Town of Dixon, recorded in the Records of said Solano County."

The foregoing legal description of the Property may be subject to errors and omissions. The legal description of the Property shall be confirmed by the title insurer prior to conveyance of the Property to buyer. Any prospective buyer should make its own independent investigation to verify the accuracy of the legal description.

EXHIBIT B

ESCROW OPENING INSTRUCTIONS

Date: _____

Placer Title Company
21 Towne Square, 2nd Floor
Vacaville, California 95688
Attention: Tiffany Alonzo

Re: Escrow No. 503-3462
PG&E's Dixon Davis Cordelia T/L West B-C Street Property, Solano County, California

Ladies and Gentlemen:

Dixon United Methodist Church of Dixon, California, a California non-profit corporation, as Buyer under that certain Standard Purchase and Sale Agreement ("Purchase Agreement") dated _____, 2006, by and between Dixon United Methodist Church of Dixon, California, a California non-profit corporation, as Buyer, and Pacific Gas and Electric Company, as Seller, delivers to you herewith (a) three (3) fully executed originals of these Escrow Opening Instructions, (b) a copy of the fully executed Purchase Agreement and (c) a wire transfer/its certified/cashier's check in the amount of Two Hundred Twenty-Five Dollars (\$225.00) (the "Deposit") to open escrow for the purchase of the following property: PG&E's Dixon Davis Cordelia T/L West B-C Street Property, Solano County, California (the "Property"). Please note the following information regarding the proposed sale of the Property:

1. The Assessor's Parcel No. is 0113-053-130, and SBE No. is 135-48-1B.
2. The Seller is Pacific Gas and Electric Company, 245 Market Street, Mail Code N10A, San Francisco, California 94105, Attention: Isabel Harris.
3. The purchase price of the Property is Four Thousand Five Hundred Dollars (\$4,500.00).
4. All notices with regard to this escrow should be sent to the Seller at the address above.
5. The Buyer is a California non-profit corporation.
6. Closing is scheduled to occur on October 3, 2006.
7. You are hereby instructed to place the Deposit in a federally insured, interest-bearing account to earn interest for the benefit of the party entitled to the Deposit under the Purchase Agreement.
8. You are hereby authorized, without further instruction by Buyer or Seller, except as expressly provided in Section 9 of the Purchase Agreement, to comply with the terms of said Section 9 in the event that the sale of the Property shall not be consummated by reason of a default by Buyer or Seller under the Purchase Agreement. A copy of the relevant provisions of Section 9 of the Purchase Agreement is set forth on Attachment "1" attached hereto.
9. These Instructions may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
10. We wish to bring to your attention that the Purchase Agreement contains the following provision regarding confidentiality, and you are hereby directed to take all necessary steps to maintain in

strict confidence the existence of the Purchase Agreement (except as may be required by law or to perform your duties as escrow agent):

11.12 Confidentiality. Neither party shall disclose the terms of this Agreement to any third party without the prior written consent of the other party. It is understood that the confidentiality of the terms hereof is critical to preserve the financial integrity of the Property.

Please acknowledge your receipt of the Deposit and opening of escrow by executing each copy of these instructions where indicated below, and returning one (1) original of the same to Seller and Buyer at the addresses set forth above.

Very truly yours,

SELLER:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Its: _____

BUYER:

DIXON UNITED METHODIST CHURCH
OF DIXON, CALIFORNIA, a California
non-profit corporation

By: Jennifer Crawford
Jennifer Crawford

Its: Board of Trustees Chair

Date: 2-8-06

By: Janna Polik
Janna Polik

Its: Board of Trustees co-chair

Date: 2-9-06

RECEIPT AND ACKNOWLEDGMENT

In accordance with the Purchase and Sale Agreement between Pacific Gas and Electric Company, as Seller, and Dixon United Methodist Church of Dixon, California, a California non-profit corporation, as Buyer, respecting PG&E's Dixon Davis Cordelia T/L West B-C Street Property Property, Solano County, California, escrow has been opened on _____, 2006, with a deposit in the

amount of Two Hundred Twenty-Five Dollars (\$225.00) by wire transfer/cashier's check/certified check (circle one).

TITLE COMPANY:

PLACER TITLE COMPANY

By: _____

Its: _____

ATTACHMENT "1"

9. DEFAULT.

9.1 Buyer's Default.

(a) IN THE EVENT THAT THE SALE OF THE PROPERTY TO BUYER UNDER THIS AGREEMENT SHALL NOT BE CONSUMMATED BECAUSE OF A DEFAULT BY BUYER, SELLER MAY UNILATERALLY TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING WRITTEN NOTICE TO BUYER AND THE TITLE COMPANY, AS ESCROW HOLDER. THEREUPON, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS UNDER THIS AGREEMENT, AND ESCROW HOLDER IS HEREBY IRREVOCABLY INSTRUCTED BY BUYER AND SELLER TO DISBURSE THE DEPOSIT, PLUS ANY ACCRUED INTEREST THEREON, TO SELLER AS LIQUIDATED DAMAGES. IN ADDITION, ESCROW HOLDER SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, AND ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER. SELLER'S RETENTION OF THE DEPOSIT IS NOT INTENDED AS A FORFEITURE OR A PENALTY, BUT IS INTENDED TO COMPENSATE SELLER FOR DAMAGES IT WILL SUSTAIN BY REASON OF SUCH DEFAULT BY BUYER, INCLUDING DAMAGES RESULTING FROM THE REMOVAL OF THE PROPERTY FROM THE MARKET, THE LOSS OF BUSINESS AND DEVELOPMENT OPPORTUNITIES AND THE LOSS OF PROSPECTIVE INVESTMENT IN OTHER PROPERTY. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF SELLER'S ACTUAL DAMAGES AS A RESULT OF BUYER'S DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, AND THE AMOUNT PROVIDED FOR HEREIN IS A REASONABLE ESTIMATE OF SUCH DAMAGES. BY THEIR SIGNATURES BELOW, SELLER AND BUYER SPECIFICALLY ACKNOWLEDGE THEIR ACCEPTANCE AND APPROVAL OF THE FOREGOING LIQUIDATED DAMAGES PROVISION.

EXHIBIT C

JOINT ESCROW CLOSING INSTRUCTIONS

Date: _____

Placer Title Company
21 Towne Square, 2nd Floor
Vacaville, California 95688
Attention: Tiffany Alonzo

Re: Escrow No. 503-3462
PG&E's Dixon Davis Cordelia T/L West B-C Street Property, Solano County, California

Ladies and Gentlemen:

These shall constitute the Joint Escrow Closing Instructions of Pacific Gas and Electric Company ("PG&E" or "Seller") and Dixon United Methodist Church of Dixon, California, a California non-profit corporation ("Buyer") under that certain Standard Purchase and Sale Agreement dated _____, 2006, ("Purchase Agreement") with regard to the following property: PG&E's Dixon Davis Cordelia T/L West B-C Street Property, Solano County, California (the "Property").

1. **Documents and Funds.**

You shall be in a position to close escrow upon fulfillment of all of the conditions set forth below:

1.1 When you have received from the Seller and the Buyer, as indicated below, the following funds and documents:

(a) From the Seller:

(i) A Grant Deed duly executed and acknowledged by Seller conveying the Property to Buyer; and

(ii) Both California and U.S. non-foreign person affidavits ("Affidavits") executed by Seller.

(b) From the Buyer:

(i) The Deposit in the amount of Two Hundred Twenty-Five Dollars (\$225.00);

(ii) The balance of the Purchase Price in the amount of Four Thousand Two Hundred Seventy-Five Dollars (\$4,275.00);

(iii) The Release and Indemnity Agreement in the form attached as Exhibit D to the Purchase Agreement ("Release Agreement"), duly executed and acknowledged by Buyer; and

(iv) Any additional funds required to pay Buyer's share of closing costs and prorations.

1.2 The Title Company shall be prepared to issue to Buyer title insurance coverage in accordance with Section 4.4 of the Purchase Agreement.

1.3 You have received telephonic confirmation from Buyer's and Seller's counsel that all of the conditions to the close of escrow to be fulfilled outside of this escrow have been fulfilled to the satisfaction of Buyer and Seller.

1.4 Upon satisfaction of the foregoing conditions, you are to inform Buyer's and Seller's counsel by telephone that all such conditions have been satisfied.

2. **Special Note: Real Property Taxes.**

Since this is a sale to a tax exempt agency, it is not necessary for you to prorate the real property taxes allocable to the Property. PG&E will arrange for a refund of such real property taxes allocable to the period following the close of escrow in accordance with Section 5096.7 of the California Tax and Revenue Code, and will apply directly to the State Board of Equalization for a Statement of Change of Ownership.

3. **Steps to Close Escrow.**

When you are in a position to close escrow, you shall proceed as follows:

3.1 Record the Grant Deed and instruct the Solano County Recorder to deliver the original Grant Deed to Buyer after recording;

3.2 Record the Release Agreement and instruct the Solano County Recorder to deliver the original Release Agreement to Seller after recording;

3.3 Charge the respective accounts of Buyer and Seller for recording fees, filing fees, real property conveyance or documentary transfer taxes, title insurance premiums, notary fees, escrow fees and other costs and prorations in accordance with Sections 3.4 and 3.5 of the Purchase Agreement;

3.4 Pay to or for the account of Seller the amount of the Purchase Price, plus the prorated real property taxes for the current tax year and, if applicable, all of the real property taxes for the following tax year, and less any closing costs and prorations agreed to by Seller and in the manner directed by Seller;

3.5 Deliver conformed copies of the Grant Deed and Release Agreement with the recording information thereon, to each of Buyer and Seller;

3.6 Deliver the Affidavits to Buyer;

3.7 Deliver final escrow settlement statements to Buyer and Seller; and

3.8 Comply with any additional supplemental instructions submitted by Buyer or Seller, which are not inconsistent with these instructions.

4. **Miscellaneous.**

4.1 These instructions may not be modified except in writing executed by the undersigned or the party to be charged. If this escrow is not in a position to close by 8:00 o'clock a.m. on October 3, 2006, then you are to hold all documents and funds until further instructed by the undersigned.

4.2 These instructions may be executed in counterparts, and when taken together, the counterparts shall constitute one set of escrow instructions.

4.3 If you have any questions regarding these instructions, please contact the undersigned.

If you agree to be bound by these instructions, please acknowledge the enclosed two copies of these instructions and return one copy each to Buyer and Seller.

Very truly yours,

SELLER:

Date: _____, _____

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Its: _____

Date: _____, _____

BUYER:

DIXON UNITED METHODIST CHURCH
OF DIXON, CALIFORNIA, a California
non-profit corporation

By: Jennifer Crawford
Jennifer Crawford

Its: Board of Trustees Chair

By: Janna Polik
Janna Polik

Its: Board of Trustees Co-chair

RECEIPT AND ACKNOWLEDGMENT:

PLACER TITLE COMPANY

By: _____

Its: _____

EXHIBIT D

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

ISABEL HARRIS
PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street
Mail Code N10A
San Francisco, CA 94105

RELEASE AND INDEMNITY AGREEMENT

THIS RELEASE AND INDEMNITY AGREEMENT ("**Agreement**"), dated as of _____, 2006, executed by DIXON UNITED METHODIST CHURCH OF DIXON, CALIFORNIA, a California non-profit corporation ("**Buyer**") in favor of PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Seller**"), is entered into with reference to that certain Standard Purchase and Sale Agreement dated _____, 2006, by and between Buyer and Seller (the "**Purchase Agreement**"), pursuant to which Buyer is acquiring from Seller that certain real property described on **Attachment A** hereto and made a part hereof, and other Property more particularly described in the Purchase Agreement. Unless otherwise stated herein, all capitalized words herein shall have the meaning ascribed to them in the Purchase Agreement.

In consideration of, and as a material inducement to, Seller's sale of the Property to Buyer and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer hereby agrees as follows:

1. **Definitions.** The following terms have the meanings ascribed to them below for purposes of this Agreement:

1.1 "**Electromagnetic Fields**" or "**EMFs**" means electric and magnetic fields, electromagnetic fields, electromagnetic radiation, power frequency fields and extremely low frequency fields, howsoever designated, whether emitted by electric transmission lines, other electrical distribution equipment or by any other means.

1.2 "**Environmental Requirements**" means all applicable present and future laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, judicial, administrative and regulatory decrees, directives and judgments of all governmental agencies, departments, commissions and boards, relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, including, without limitation, all requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of Hazardous Substances, whether solid, liquid or gaseous in nature, into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, whether solid, liquid or gaseous in nature.

1.3 "**Hazardous Substances**" means any hazardous or toxic material or waste that is or becomes regulated by any local governmental authority, the State of California or the United States Government under any Environmental Requirements. For purposes of this Agreement, Hazardous Substances include, without limitation, any material or substance:

(a) now or hereafter defined as a "hazardous substance," "hazardous waste," "hazardous material," "extrémely hazardous waste," "restricted hazardous waste" or "toxic substance" or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) ("CERCLA"); the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Clean Water Act (33 U.S.C. §§1251 et seq.); the Safe Drinking Water Act (33 U.S.C. § 300f et seq.); the River and Harbors Act of 1899 (33 U.S.C. §§ 401 et seq.); the National Emission Standard for Hazardous Air Pollutants for Asbestos (40 C.F.R. §§ 61.140 et seq.), the OSHA Construction Standard (29 C.F.R. §§ 1926.1001 et seq.); the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); the Oil Pollution Act (33 U.S.C. § 300f et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§136 et seq.); the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.); the Atomic Energy Act of 1954, (42 U.S.C. §§2014 et seq.); the Nuclear Waste Policy Act of 1982 (42 U.S.C. §§10101 et seq.); the Medical Waste Management Act (Cal. Health and Safety Code §§25015 et seq.); the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13020 et seq.); the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Cal. Health and Safety Code §§25300 et seq.); the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 et seq.); and all rules and regulations of the United States or California Environmental Protection Agency or any successor agency, or any other state or federal department, board or agency, or any other agency or governmental board or entity having jurisdiction, as any of the foregoing have been, or are hereafter amended from time to time; or

(b) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any State of the United States or any political subdivision thereof; or which cause, or are listed by the State of California as being known to the State of California to cause, cancer or reproductive toxicity; or

(c) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons or to the environment; or

(d) that contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(e) that contains lead-based paint or other lead contamination, polychlorinated biphenyls ("PCBs") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(f) that contains radon gas.

1.4 "**Remediation**" refers to the process of, and all work and planning performed in connection with, the investigation, testing for, monitoring, remediation, containment, transportation, removal and disposal or recycling of Hazardous Substances and containers of Hazardous Substances from the Property and any other property to which Hazardous Substances originating on the Property have migrated ("**Other Property**"), and the repair and restoration of the Property and Other Property, regardless of whether such actions are required by Environmental Requirements.

2. **Generally.** It is the intent of the parties that Buyer shall (as between Seller and Buyer) bear all responsibility, cost and risk of Hazardous Substances and EMFs existing on the Property or Other Property, whether prior to and/or after the close of escrow, and the parties have taken this into account in establishing the Purchase Price for the Property. To ensure that Buyer understands the risks inherent in Buyer's execution of this Agreement, Seller has strongly advised Buyer to investigate the condition and suitability of all aspects of the Property and all matters affecting the value or desirability of the Property, including, without limitation, potential environmental hazards arising from the presence of Hazardous

Substances or EMFs on, under, about, adjacent to or affecting the Property. Buyer hereby acknowledges and confirms that it has been afforded the opportunity to, and has, as of the date hereof, performed all environmental inspections, tests and studies, including, without limitation, invasive testing and/or groundwater sampling on, under, about or adjacent to the Property, which Buyer and its environmental consultants and engineers have deemed necessary to assess the condition of the Property and to assume the risk of the release and indemnity provided for in this Agreement.

3. Release.

3.1 Buyer, for itself, and for any future owners of all or a part of the Property, and each of their respective predecessors, successors, assigns, licensees, officers, directors, employees, agents, partners, shareholders, transferees, parent and subsidiary corporations, legal representatives, heirs, beneficiaries, executors and administrators (together with Buyer, the "**Releasing Parties**") hereby fully and forever releases, exonerates, discharges and covenants not to sue Seller and/or each and all of its past, present and future officers, directors, partners, employees, agents, representatives, shareholders, attorneys, affiliates, parent and subsidiary corporations, divisions, insurance carriers, heirs, legal representatives, beneficiaries, executors, administrators, predecessors, transferees, successors (including, without limitation, lenders who become successors-in-title) and assigns (hereinafter "**Released Parties**") of, from and for any and all losses (including diminution in the value of the Property and other consequential damages), costs, claims, demands, actions, suits, orders, causes of action, obligations, controversies, debts, expenses, accounts, damages, judgments and liabilities of whatever kind or nature, and by whomsoever asserted, in law, equity or otherwise (each a "**Claim**" and, collectively, "**Claims**") that the Releasing Parties or the Property may suffer or claim to suffer, based in whole or in part on the presence, or threatened or suspected presence, generation, processing, use, management, treatment, storage, disposal, Remediation, transportation, recycling, emission or release or threatened emission or release, whether in the past, present or future, of any Hazardous Substances or EMFs on, about, adjacent to or affecting the Property.

3.2 Buyer represents and warrants to Seller that it is the sole and lawful owner of all right, title and interest in and to every Claim that Buyer purports to release herein, and that it has not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm, association, corporation or other entity, any right, title or interest in any such Claim. In the event that such representation is false, and any such Claim is asserted against any of the Released Parties, by any party or entity who is the assignee or transferee of such Claim, then Buyer shall fully indemnify, defend and hold harmless the Released Party against whom such Claim is asserted from and against such Claim and from all actual costs, fees, expenses, liabilities and damages that that party incurs as a result of the assertion of such Claim.

4. Indemnity.

4.1 Buyer agrees and covenants, at its sole cost and expense, to indemnify, protect, defend by counsel approved by Seller, and hold the Released Parties harmless, from and against any and all Claims (including, without limitation, the payment of damages, both actual and consequential, the payment of the actual fees and expenses of experts, attorneys and others and the payment of "response costs" under CERCLA or any other Environmental Requirements) arising from or relating, in whole or in part, to (a) any violation of the Environmental Requirements including, without limitation, attorneys' fees and consultants' fees, investigation and laboratory fees, court costs and other litigation expenses with respect to the Property; (b) any lawsuit brought or threatened, settlement reached, or government order relating to any Hazardous Substances on, about, adjacent to or affecting the Property; (c) the use, generation, refining, manufacture, transportation, transfer, production, processing, storage, handling or treatment of any Hazardous Substances on, under, from, or affecting the Property or Other Property; (d) the presence, disposal, dumping, escape, seepage, leakage, spillage, discharge, emission, pumping, emptying, injecting, leaching, pouring, release or threatened release of any Hazardous Substances on, under, from or affecting the Property or any Other Property; (e) any Remediation of any Hazardous Substances on, under, about or affecting the Property or any Other Property to the extent required by any

Environmental Requirements; or (f) any personal injury (including wrongful death) or property damage (real or personal) resulting from any Hazardous Substances on, under, from or affecting the Property or any Other Property.

4.2 The purpose of the foregoing indemnity is to protect Seller and the other Released Parties from expenses and obligations related to Hazardous Substances on the Property and the other Property to the fullest extent permitted by law. The Buyer's obligation to defend includes, but is not limited to, the obligation to defend claims and participate in administrative proceedings, even if they are false or fraudulent. Buyer understands and agrees that its liability to Seller shall arise upon the earlier to occur of (a) the discovery of, or the threat or suspected presence of, any Hazardous Substances on, under, about or adjacent to or affecting the Property, whether or not the United States Environmental Protection Agency, any other federal agency or any state or local environmental or other agency or political subdivision or any court, administrative panel or tribunal has taken or threatened any action in connection with the presence, or threatened or suspected presence, of any Hazardous Substances or (b) the institution of any Claims, and not upon the realization of loss or damage.

5. **Statutory Waiver.** Buyer acknowledges that it may hereinafter discover facts different from or in addition to those that it now knows or believes to be true with respect to the matters which are the subject of this Agreement, and agrees that this Agreement shall remain in effect in all respects, notwithstanding the discovery of such different or additional facts. In addition, Buyer understands and agrees that its agreements and covenants contained in this Agreement extend to all claims of any nature and kind, known or unknown, suspected or unsuspected, based in whole or in part on facts existing in the past or as of the date hereof, and in that regard, Buyer acknowledges that it has read, considered and understands the provisions of Section 1542 of the California Civil Code which reads as follows:

Section 1542. General Release

A general release does not extend to claims which a creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Based upon the advice of its counsel, Buyer knowingly and voluntarily waives and relinquishes any and all rights that it may have under Section 1542 as well as under the provisions of all comparable, equivalent, or similar statutes and principles of common law or other decisional law of any and all states of the United States or of the United States. Buyer understands and acknowledges the significance and consequences of this waiver and hereby assumes the risk of any injuries, losses or damages that may arise from such waiver.

Buyer: DIXON UNITED METHODIST CHURCH
OF DIXON, CALIFORNIA

By: _____

Jennifer Crawford

By: _____

Janna Polik

6. **Notice by Buyer.** Buyer shall promptly notify Seller of any notice of potential liability for costs of Remediation, and following such notification (or the determination by Seller of its potential liability for such costs) provide such information and reports with respect to such potential liability and the status of Hazardous Substances or EMFs on the Property or Other Property as Seller shall reasonably request.

7. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller as follows:

7.1 Buyer has in all respects voluntarily and knowingly executed this Agreement.

7.2 Buyer has had an opportunity to seek and has sought independent legal advice from attorneys of his or its choice with respect to the advisability of executing this Agreement.

7.3 Buyer has made such investigation of the facts pertaining to this Agreement as it deems necessary.

7.4 The terms of this Agreement are contractual and are the result of negotiation between Buyer and Seller.

7.5 This Agreement has been carefully read by Buyer and the contents hereof are known and understood by Buyer.

8. **Mediation.** In the event any dispute arises concerning the enforcement and/or interpretation of this Agreement, including, but not limited to, any claim that either party has breached this Agreement, or any dispute concerning Hazardous Substances, the parties agree to attempt initially to settle such claims or disputes in good faith between themselves. Said obligation to discuss settlement of such claims or disputes shall be initiated by written notice of such claim or dispute. Should the parties not settle such claims or disputes within thirty (30) days of the date of mailing of said notice or within such additional time period to which the parties agree in writing (the "Negotiation Period"), the parties agree to submit any such claim or dispute to mediation. The parties shall select a mediator within thirty (30) days of the expiration of the Negotiation Period (the "Selection Period"), either by mutual agreement or, in the absence of agreement on a mediator, by requesting during the Selection Period that the American Arbitration Association in San Francisco, California appoint a mediator. The mediation shall be commenced within thirty (30) days of the selection of a mediator by the parties or the American Arbitration Association. Except as provided herein or by written agreement of the parties, the mediation shall be conducted in San Francisco pursuant to the rules of the American Arbitration Association. Should the dispute be settled in mediation prior to litigation, each party shall bear its own costs and attorney's fees. If the parties are not able to settle the dispute through mediation per this paragraph, each party shall have all remedies entitled to such party by law or at equity.

9. **Miscellaneous.**

9.1 Buyer acknowledges (a) this Agreement is the result of extensive good faith negotiations between Buyer and Seller through their respective counsel, (b) Buyer's counsel has carefully reviewed and examined this Agreement before execution by Buyer, and (c) any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

9.2 In the event that any party shall bring an action to enforce its rights under this Agreement, or relating to the interpretation hereof, whether for declaratory or other relief, the prevailing party in any such proceeding shall be entitled to recover from the other party reasonable attorneys' fees and all costs, expenses and disbursements that the prevailing party incurred in connection with such proceeding and any appeal thereof (including, but not limited to, the reasonable costs of discovery, investigation, preparation for trial, professional or expert consultation and testimony). A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. For purposes hereof, the reasonable fees of Seller's in-house attorneys

who perform services in connection with any such action are recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by Seller's Law Department. Any such fees and costs incurred prior to judgment, award, or decree may be included in any judgment, award or decree entered in such proceeding in favor of the prevailing party. Any such fees, costs and expenses incurred by the prevailing party in enforcing a judgment, award or decree in its favor shall be recoverable separately from and in addition to any other amount included in such judgment, award or decree. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

9.3 This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of Buyer and Seller. No transfer of an interest in the Property or this Agreement by Buyer or its assignees shall operate to relieve Buyer of its obligations hereunder.

9.4 The failure of Seller to insist upon strict compliance with any of the terms hereof shall not be considered to be a waiver of any of such terms, nor shall it militate against the right of Seller to insist upon strict compliance herewith at any later time.

9.5 This Agreement shall not constitute or be construed as an admission of liability or fact by Seller for any purpose whatsoever.

9.6 Buyer shall execute, acknowledge and deliver to Seller all documents, and shall take all actions reasonably required by Seller from time to time to confirm or effect the matters set forth herein, or otherwise to carry out the purposes of this Agreement.

9.7 The representations, warranties, covenants, and agreements of Buyer contained in this Agreement shall survive the close of escrow and the delivery of all the documents referenced in the Purchase Agreement.

9.8 Time is of the essence of this Agreement.

9.9 This Agreement shall be governed by the laws of the State of California. Seller and Buyer agree that the venue of any action, proceeding or counterclaim on any matter whatsoever arising out of or in any way connected with this Agreement shall be in the County of San Francisco, California.

9.10 Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, and the validity of the remainder shall remain unaffected.

9.11 This Agreement sets forth the entire understanding of Buyer and Seller in connection with the subject matter hereof, and Buyer acknowledges that Seller has made no statement, representation or warranty relating to the Property or any Other Property upon which Buyer has relied or that acted as an inducement for Buyer to enter into this Agreement. Buyer's obligations under this Agreement may not be altered or amended in any respect except by a writing executed by both Buyer and Seller.

IN WITNESS WHEREOF, Buyer has caused this Agreement to be duly executed as of the date first written above.

Buyer: DIXON UNITED METHODIST
CHURCH OF DIXON, CALIFORNIA, a
California non-profit corporation

By: _____

Jennifer Crawford

Its: Board of Trustees Chair

By: _____

Janna Polik

Its: Board of Trustees Co-Chair

ATTACHMENT A
LEGAL DESCRIPTION

All that certain real property situated, lying and being in the County of Solano, State of California, described as follows, to wit:

(APN 0113-053-130)

The parcel of land conveyed by Leo C. Tuck and others, as trustees, to Pacific Gas and Electric Company by deed dated November 1, 1927 and recorded in Book 5 of Official Records at page 413, Solano County Records, and therein described as follows:

"Beginning at a point in the northerly boundary line of "B" Street, distant thereon 173.0 feet westerly from the westerly boundary line of Fitch Street, and running thence westerly along the said northerly boundary line of "B" Street, 45.0 feet to the easterly boundary line of the lands of George Steinmiller; thence northerly along said easterly boundary line of the lands of George Steinmiller and the extension thereof, 102.0 feet; thence easterly parallel with the said northerly boundary line of "B" Street, 45.0 feet; thence southerly parallel with the easterly boundary line of Fitch Street, 102.0 feet, more or less, to the point of beginning, and being a portion of Block 12, as shown upon the map of Dickson's Addition to the Town of Dixon, recorded in the Records of said Solano County."

The foregoing legal description of the Property may be subject to errors and omissions. The legal description of the Property shall be confirmed by the title insurer prior to conveyance of the Property to buyer. Any prospective buyer should make its own independent investigation to verify the accuracy of the legal description.

EXHIBIT E
INTENTIONALLY OMITTED

EXHIBIT F
INTENTIONALLY OMITTED

EXHIBIT G
NATURAL HAZARD DISCLOSURE STATEMENT
[SEE ATTACHED]



Commercial Natural Hazard Disclosure Report

Property Address: 209 N Jefferson St,
Dixon, Solano County, CA 95620

APN: 0113 053 13 0
Date: 10/13/2005
Report Number:

2005101300066

SELLER(S) ACKNOWLEDGEMENT AND DISCLOSURES

This section is provided for the Seller's convenience in providing certain disclosures that may be applicable to the property and this transaction. This section is to be completed by the seller or their agent and provided to the purchaser.
The following disclosures are provided by:

<input type="checkbox"/> Seller or	<input type="checkbox"/> Seller(s) Agent	_____	_____
			Date
<input type="checkbox"/> Seller or	<input type="checkbox"/> Seller(s) Agent	_____	_____
			Date

Seller Disclosure – Earthquake Safety

This structure was built prior to 1975 and has walls of (i) pre-cast (e.g. tilt-up) concrete or reinforced masonry together with wood frame floors or roofs or is constructed of (ii) un-reinforced masonry

Yes _____ No _____ Do not know _____

If (1) the improvements on the property were constructed prior to 1975, and (2) said improvements include structures with (i) pre-cast (e.g. tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs or (ii) un-reinforced masonry walls, Buyer must be provided with a copy of the *Commercial Property Owner's Guide to Earthquake Safety* (copy included with this report) published by the California Seismic Safety Commission (California Government Code §8893 et seq.). This booklet explains that owners of un-reinforced masonry buildings in Seismic Zone 4 (most of California) who have received notice that their buildings have load-bearing un-reinforced masonry walls must post their buildings with signs warning that they may be unsafe in an earthquake (California government Code §8875.8). This information is provided by the Seller or Broker. JCP has not validated this information in any way and takes no responsibility for its accuracy.

Seller Disclosure – Water Heater Bracing Installation

Yes _____ No _____ Do not know _____ No Free Standing Water Heater _____

If the property contains one or more water heaters, Seller is required by California Health and Safety Code §19211 to certify to the Buyer that all such water heaters have been braced, strapped and/or anchored in accordance with law. This water heater bracing installation information is provided by the Seller or Broker. JCP has not validated this information in any way and takes no responsibility for its accuracy.

Seller Disclosure – Title Insurance is provided by the Purchase Agreement.

Yes _____ No _____ Do not know _____

This Title Insurance information is provided by the Seller or Broker. JCP has not validated this information in any way and takes no responsibility for its accuracy. In the event that the Purchase Agreement does not at present provide that title insurance will be obtained, Buyer is strongly urged to consider purchasing such insurance, and, in accordance with California civil Code §1057.6, is advised as follows:

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

END SELLER'S DISCLOSURES. BEGIN REPORT RECEIPT AND ADDITIONAL THIRD PARTY DISCLOSURES

BUYER(S) ACKNOWLEDGEMENT

I(WE) HAVE READ AND UNDERSTOOD THE ABOVE SELLER'S DISCLOSURES AS WELL AS THE NATURAL HAZARD, MILITARY ORDANCE, AND AIRPORT INFLUENCE AREA DISCLOSURES, AND MOLD ADVISORY CONTAINED IN THIS REPORT.

_____ Signature of Buyer	_____ Date
_____ Signature of Buyer	_____ Date



Commercial Natural Hazard Disclosure Report

Property Address: 209 N Jefferson St,
Dixon, Solano County, CA 95620

APN: 0113 053 13 0
Date: 10/13/2005
Report Number:

2005101300066

NATURAL HAZARD DISCLOSURES

THE SUBJECT REAL PROPERTY LIES WITHIN THE FOLLOWING AREA(S):

1. A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency.
Yes No Do not know and information not available from local jurisdiction

JCP determination based on the officially adopted maps:

NOT in a Special Flood Hazard Area. Located in Zone "C." Lenders are not federally required to have homeowners purchase and maintain flood insurance for property in this zone designation.

2. AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.
Yes No Do not know and information not available from local jurisdiction

JCP determination based on the officially adopted maps:

In an Area of Potential Flooding Caused By Dam Failure according to the maps adopted by The State of California Office of Emergency Services. Refer to the explanation section below for more information on this zone.

3. A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.
Yes No

JCP determination based on the officially adopted maps:

NOT in an area of Very High Fire Hazard Severity Zone as defined on the State level maps (Gov. Code 51178). A local agency may exclude or include additional fire zones at their option. Concerned parties should contact their local fire services for more information.

4. A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISK AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the State's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.
Yes No

JCP determination based on the officially adopted maps:

NOT in an official State Responsibility Area. Fire protection services for structures in this area are provided by local fire departments.



Commercial Natural Hazard Disclosure Report

Property Disclosure Reports

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5. AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.
Yes _____ No X

JCP determination based on the officially adopted maps:

NOT in an official Earthquake Fault Zone. There are no mapped active fault traces on the property. See the Alquist-Priolo Earthquake Fault explanation section for additional information.

6. A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.
Yes (Landslide Zone) ___ Yes (Liquefaction Zone) ___
No ___ Map not yet released by state X

JCP determination based on the officially adopted maps:

In an area not included on the current inventory of Official Seismic Hazard Maps. Maps may become available for this area in the future. For more information on this Act or when maps may become available, contact the California Geological Survey or visit their website at <http://www.consrv.ca.gov/dmg/shezp/>.

7. County Level Geologic and Seismic Zone Information

Based on the officially adopted natural hazard maps in the County's General Plan, the site is:

Located in an area of Prime Agricultural Soils with High Water Tables-Subject to Liquefaction as shown on the adopted General Plan maps used in this report. This zone designation is considered a geologic hazard area. Also located in Slope Instability Zone 1-2. See the County Geologic Zones Explanation included with this report for more information.

8. City Level Geologic Hazard Zone Determination

Based on the officially adopted natural hazard maps in the City's General Plan, the site is:

Located in either an unincorporated area or does not have officially adopted mapped information available at this time from which a geologic determination can be made.



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Other Risk Exposures

The descriptions, explanations and natural hazard disclosures provided in this report are not intended to be full and complete disclosures of all possible hazards and their effects to the Buyer and/or the property. Identified natural hazards and any others that may exist but are not addressed in this report may limit the ability to develop the real property, to obtain insurance, or to receive assistance after a disaster. In the event this document indicates the property is affected by one or more natural hazards, buyer(s) and seller(s) are advised to:

1. Review the applicable laws in their entirety.
2. Seek advice of counsel as to any legal consequences of the disclosed items.
3. Retain appropriate consultants to review and investigate the impact of said disclosures. On-site inspections and/or due diligence assessments by appropriately licensed engineers and experts are recommended prior to completing a real estate, loan, or insurance transaction.

EXPLANATIONS OF HAZARD ZONES

SPECIAL FLOOD HAZARD AREA

Property in a Special Flood Hazard Area "A" or "V" is subject to flooding in a "100-year rainstorm." Federally connected lenders are required to have homeowners maintain flood insurance in these zones. A 100-year flood occurs on average once every 100 years, but may not occur in 1,000 years or may occur in successive years. Other types of flooding, such as dam failure, are not considered in developing these zones. In some cases, the insurance requirement may be waived or modified by obtaining a "Letter of Map Revision" (LOMR) or "Letter of Map Amendment" (LOMA) from the Federal Emergency Management Agency (FEMA). This might be possible where flooding is shallow and fill was placed on the site, appropriate flood control measures were taken, or only the lot and no part of the structure is in the zone. Contact FEMA directly for more information. Flood insurance for properties in Zones B, C, X or D is available but is not required.

Zones A, AO, AE, AH, A1-A30: Area of "100-year" flooding - a 1% or greater chance of annual flooding.

Zones V, V1-V30: Area of "100-year" flooding in coastal (shore front) areas subject to wave action.

Zone B: Area of moderate flood risk. These are areas between the "100" and "500" year flood-risk levels.

Zones X: An area of moderate to minimal flood risk

Zones C, D: NOT IN an area of "100-year" flooding. Area of minimal (Zone C) or undetermined (Zone D) flood hazard.

AREA OF POTENTIAL FLOODING (DAM FAILURE)

These areas are subject to potential flooding in the event of a sudden and total failure of a dam and injury could occur as a result. Most areas are defined assuming an instantaneous dam failure with a full reservoir. However, dams rarely fail instantaneously and reservoirs are not always filled to capacity. Not all dams in the state have inundation zones mapped. There may be exceptional conditions where such a map was not required by the OES; therefore, the zones are not delineated.

VERY HIGH FIRE HAZARD SEVERITY ZONE (VHFHSZ)

VHFHSZs are defined by the California Department of Forestry and Fire Protection (CDF) and local fire authorities in "Local Responsibility Areas" where fire suppression is the responsibility of a local fire department. In these zones properties may have a higher risk for fire damage and are required to have a "Class A" roof for new construction or replacement of existing roofs. In addition, the property must be maintained in a fire-resistant condition through adequate vegetation clearance around and above the structure, spark screens on chimneys and stovepipes, leaf removal from roofs, and other basic fire-safety practices. Contact your fire department for a complete list of requirements and exceptions.



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WILDLAND FIRE AREA (STATE RESPONSIBILITY AREA)

A wildland area where the CDF's fire protection services are responsible for suppressing fires is called a "State Responsibility Area" (SRA). These are generally rural areas where a significant wildland fire potential exists. Unless the county has assumed the fire suppression responsibility or has an agreement with a local fire agency, property owners in an SRA are responsible for organizing structural fire protection services. Such information is not available on maps; therefore, it can't be provided here. For very isolated properties with no local fire services there may be significant fire risk or only seasonal fire services. Property owners in an SRA are required to maintain adequate vegetation clearance around and above the structure, spark screens on chimneys and stovepipes, and other basic fire-safety practices. Contact your fire department for a complete list of requirements and exceptions.

EARTHQUAKE FAULT ZONE

Earthquake Fault Zones are delineated and adopted by California as part of the Alquist-Priolo Earthquake Fault Zone Act of 1972. Property in an Earthquake Fault Zone does not necessarily have a fault trace existing on the site. Earthquake Fault Zones are areas or bands delineated on both sides of known active earthquake faults. In some places, the zones are more than one-quarter of a mile wide. The potential for "fault rupture" damage (ground cracking along the fault trace) is relatively high only if a structure is located directly on a fault trace. If a structure is not on a fault trace, shaking will be the primary effect of an earthquake. During a major earthquake, shaking will be strong in the vicinity of the fault and may be strong at some distance from the fault depending on soil and bedrock conditions. It is generally accepted that properly constructed wood-frame houses are resistant to shaking damage.

SEISMIC HAZARD MAPPING ACT ZONE

Seismic Hazard Zone maps delineate areas subject to earthquake hazards. New development in a Seismic Hazard Zone is only permitted if it can be shown that mitigation makes the site acceptably safe. Maps are only available for limited areas now, but will eventually cover all of California. The hazards addressed are or will be: liquefaction, enhanced ground shaking, earthquake induced landslides, and various other ground failures. The first release of maps only addresses liquefaction and/or landslide zones.

Liquefaction Hazard Zones are areas where there is a potential for, or an historic occurrence of liquefaction. Liquefaction is a rare soil phenomenon that can occur when loose, water saturated, fine-grained sands, and silty sands that lie within 50 feet of the ground surface, are shaken in a significant earthquake. The soil temporarily becomes liquid-like and structures may settle unevenly.

Earthquake-Induced Landslide Hazard Zones are areas where there has been a recent landslide, or where the local slope, geological, geotechnical, and ground moisture conditions indicate a potential for landslides as a result of earthquake shaking.



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SOLANO COUNTY GEOLOGIC ZONES DISCUSSION

The County of Solano, separately from the State and Federal governments, has officially produced a map to delineate potential slope instability hazards that are recognized at the local level. Those hazard maps are incorporated into the Seismic Safety section of the General Plan, adopted by the County Board of Supervisors in 1977. The local-level disclosure in this JCP report was based on the following official County map(s): "Seismic and Geological Hazards Map", "Flood Hazard Map", and "Slope Stability Categories Map" prepared by Sedway/Cooke (incorporated by reference into the General Plan).

The hazard zones delineated on the above map source, in addition to the statutorily-required State and Federal hazard maps, are typically considered by the County when approving land use and development permit applications under County jurisdiction. Additional maps exist in the General Plan and other maps, including updated versions of the above-referenced map(s), may exist in the files of specific County departments. Those additional map sources were not consulted for this JCP disclosure because parcel-level details cannot be resolved at the scale and quality of the available official map, or the map is inappropriate for application to this report, or the map has not yet been officially adopted and incorporated into the County's Safety Element. As mapping technology advances, JCP later may determine that some additional map sources become usable for parcel-level disclosure. The County map defines five zones representing the average slope stability conditions for an area. The mapped County hazard zones represent evaluations of generalized hazard information. Any specific site within a mapped "Slope Instability Zone" could be at less or more relative risk than is indicated by the zone designation. If a site-specific evaluation is desired, JCP recommends that a geotechnical consultant be retained to study the site and issue a report.

The official County-level information addresses the potential geologic and seismic hazards itemized below:

FAULT

Active Fault Zones represent areas that contain faults which have been active either during historic or Holocene (the last 11,000 years) times. These zones may or may not coincide with state of California Earthquake Fault Zones. If a property is located in this zone, it does not necessarily mean that an active fault trace is on or near the property. It does mean that the risk of fault rupture is greater in this zone than in other zones defined by the County. For further discussion of active faults, see the section on Earthquake Fault Zones above.

Potentially Active Fault Zones represent areas that may contain "potentially active" faults. These faults have been active sometime within the last 1.6 million years, but have had no recent historical activity. Some faults are included in this category, as well, when it cannot be determined accurately whether the fault is active or potentially active; the Franklin, Southhampton, northern extension of the Green Valley, Vaca Valley Midland, Lagoon Valley, and Kirby Hills Faults fall into this category.

LIQUEFACTION POTENTIAL

Liquefaction is a liquid-like condition of the soil that sometimes occurs during strong earthquake shaking where groundwater is close to the surface and the subsurface materials are loose and lack cohesion. These factors can combine to produce liquefaction only in certain areas, and only during strong earthquake shaking.

SLOPE INSTABILITY ZONE

Slope Instability Zones 1-2: Represents areas of 0-15% slope gradient that are not underlain by known landslide deposits. Although generally stable, locally steep slopes (such as along water courses) may be susceptible to slope failure.

Slope Instability Zone 3: Zone 3 represents areas of greater than 15% slope that are not underlain by landslide deposits; however, this zone may include small unmapped landslides or small areas of unstable bedrock.

Slope Instability Zone 4: Zone 4 represents areas of greater than 15% slope that are underlain by bedrock units that are highly susceptible to landsliding, but which are not underlain by landslide deposits.

Slope Instability Zone 5: Zone 5 represents areas of 0-90% slope that are underlain by, or are immediately adjacent to, landslide deposits

TSUNAMI

Tsunamis (often called "tidal waves") are large ocean waves generated by large undersea earthquakes. A tsunami exists as a threat primarily to low-elevation coastal areas, but such damaging waves are uncommon.

DAM INUNDATION

Dam Failure Inundation Areas were defined using the assumption of an instantaneous dam failure with the reservoir full to capacity. However dams rarely fail instantaneously, and reservoirs are not filled to capacity at all times. Dam inundation areas are subject to flooding in the event of a dam failure.



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CITY-LEVEL GEOLOGIC AND SEISMIC ZONES DISCUSSION

This disclosure report reviews the officially adopted geologic hazard maps in the Safety Element that each incorporated city in California is required to include in its General Plan. The city the subject property is located in has either not officially adopted hazard zonation maps in its General Plan at an appropriate scale to delineate where hazards may exist on a single parcel basis or will not make such maps available outside city offices. However, potential natural hazards may exist and be delineated on other sources used by the city in its Planning, Engineering, or Building Departments. Such potential sources are not reviewed in this report.

All parties should be aware that California is "earthquake country." Faults that may exist in this City or in neighboring regions could cause earthquake shaking or other fault related phenomena at the property. Other geologic hazards such as, but not limited to liquefaction (a type of soil settling that can occur when loose, water-saturated sediments are shaken significantly in an earthquake) may occur in certain valley floor areas and landslides are a possibility in any hillside area.

NOTE: County and city-level information sources are developed independently of each other and do not necessarily define or delineate hazards in the same way. A site can be *in* a geologic hazard zone according to the city and *not in* zone according to the county and vice versa. Cities and counties may use other information in addition to their General Plan sources to determine if hazards exist at a site or which sites may require geologic studies prior to new or additional construction. Such information could be a material fact to be disclosed in addition to General Plan information.

Additional natural hazards may exist and be delineated on other sources used by the City in its Planning, Engineering, or Building Departments. Such potential sources are not reviewed in this report. To investigate other sources of natural hazard information that may be available and used at the city level, contact the city Engineering, Planning or Building Departments.

• • • **END OF LOCAL AREA DISCLOSURES AND DISCUSSIONS SECTION** • • •



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FORMER MILITARY ORDNANCE SITE DISCLOSURE

Determination

The subject property is **NOT WITHIN** one mile of a Formerly Used Defense (FUD) site containing military ordnance.

RAC Scoring: A risk assessment procedure was developed by U.S. Army Corps of Engineers (USACE) to prioritize the remedial actions at FUD sites. Each FUD site is given a Risk Assessment Code (RAC) score to describe the site status. The risk assessment is based on the best available information resulting from records searches, reports of Explosive Ordnance Disposal (EOD) detachment actions, field observations, interviews, and measurements. The RAC is dependent on two factors: hazard severity and probability.

Discussion

FUD sites can include sites with common industrial waste (such as fuels), ordnance or other warfare materiel, unsafe structures to be demolished, or debris for removal. NOTE: most FUDS sites do not contain unexploded ordnance. California Civil Code 1102 requires disclosure of those sites containing unexploded ordnance. "Military ordnance" is any kind of munitions, explosive device/material or chemical agent used in military weapons. Unexploded ordnance are munitions that did not detonate. Only those FUD sites that the USACE has identified to contain Military Ordnance or have mitigation projects planned for them are disclosed in this report. Additional sites may be added as military installations are released under the Base Realignment and Closure (BRAC) Act. Active military sites are NOT included on the FUDS list.

AIRPORT INFLUENCE AREA DISCLOSURE

Based on certain mapped Airport Influence Areas determined by a County Airport Land Use Commission, the following determination can be made:

The property IS NOT IN an Airport Influence Area .

Discussion

An "airport influence area," also known as an "airport referral area," is the area in which current or future airport-related noise over flight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses as determined by an airport land use commission.

JCP uses the current Airport Influence Area maps provided to us by County Airport Land Use Commissions. The inclusion of military and private airports varies by County and therefore, depending on the County, military and private airports may or may not be included in this disclosure.



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MOLD ADVISORY

The Buyer is hereby advised that naturally occurring molds may exist both inside and outside of any home and may not be visible to casual inspection. Persons exposed to extensive mold levels can become sensitized and develop allergies to the mold or other health problems. Extensive mold growth can damage a structure and its contents. All prospective purchasers of residential and commercial property are advised to thoroughly inspect the subject property for mold. Be sure to inspect the property inside and out for sources of excess moisture, current water leaks and evidence of past water damage.

For molds to grow and reproduce, they need only a food source - any organic material, such as leaves, wood, paper, or dirt and moisture. Because molds grow by digesting the organic material, they gradually destroy whatever they grow on. Mold growth on surfaces can often be seen in the form of discoloration, frequently green, gray, brown, or black but also white and other colors.

As part of a buyer's physical inspection of the condition of a property, the buyer may consider engaging an appropriate and qualified professional to inspect and test for the presence of harmful molds and to advise the buyer of any potential risk and options available. This advisory is not a disclosure of whether harmful mold conditions exist at a property or not. JCP Geologists has not performed testing or inspections of any kind. Any use of this form is acknowledgement and acceptance that JCP does not disclose, warrant or indemnify mold conditions at a property in any way and is not responsible in any way for mold conditions that may exist. Information is available from the California Department of Health Services Indoor Air Quality Section fact sheet entitled, "Mold in My Home: What Do I Do?" The fact sheet is available at www.cal-iaq.org or by calling (510)540-2476.

The Toxic Mold Protection Act of 2001 requires that information be developed regarding the potential issues surrounding naturally occurring molds within a home. Information was written by environmental authorities for inclusion in the *Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants* booklet developed by the California Environmental Protection Agency and the Department of Health Services. It is found in Chapter VI of that booklet, and includes references to sources for additional information.

For local assistance, contact your County or City Department of Health, Housing, or Environmental Health.

CONFIRMATION OF COVERAGE AND INDEMNIFICATION

JCP Geologists has prepared a Natural Hazard Disclosure Report for the subject property identified above. This Confirmation of Coverage Statement applies only to the current transaction for which this JCP report was prepared, as of the date this report was prepared.

This statement is confirmation that JCP Geologists is included as an insured under a \$20 million Professional Liability policy for errors & omissions arising from the services JCP performs. Coverage, which is subject to specific terms and conditions in the policy, is provided for damages JCP is obliged to pay as a result of its negligent acts, errors or omissions arising out of its Natural Hazard Disclosure Professional Services provided for the above referenced residential property as of the date this report was prepared.

JCP's Professional Liability insurance policies contain an agreement which, subject to the specific terms and conditions contained in the policy, indemnifies and provides defense of the Clients of JCP against claims caused by the negligent acts, errors or omissions of JCP that fall within the scope of a contractual indemnification obligation of JCP to its Clients. For this purpose, Clients of JCP are the contractual parties to this transaction and their respective real estate agents for which JCP has provided professional services.

Date: 10/13/2005

By: JCP Geologists

Scott Roecklein, Sr. Vice President
First American Natural Hazard Disclosures





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Terms & Conditions

JCP Geologists (JCP) provides this Commercial Natural Hazard Disclosure Report as a disclosure of certain mandated natural hazard information and transmission of certain Seller provided disclosures. It provides the investor with an early cost-effective guide to aid in due diligence commitments or decision making prior to entering into purchase negotiations for a prospective property asset. Use of this report is acknowledgement of and agreement to abide by all Terms and Conditions set forth in this report.

The report is specifically prepared for the land parcel(s) identified by Assessor Parcel Number(s) (APN's) or developer's Tract and Lot numbers supplied to JCP by the client (or reasonably inferred from current owner information if that was supplied instead). In the event that the parcel identification provided us is incomplete, the subject property is assumed to comprise a single land parcel and is identified for the purposes of this report by the corresponding single APN. All parties understand that the information provided in the disclosures does not apply to any other assessors parcel number other than those identified in this report.

For the Natural Hazard Disclosures, JCP examines only the following maps: (a) NFIP Flood Insurance Rate Maps, (b) California Office of Emergency Services Dam Failure Inundation maps, (c) AB 6. Real Estate: disclosure (CDF) maps, (d) Alquist-Priolo Earthquake Fault Zone maps, (e) California Seismic Hazards Mapping Act maps (where available) (f) certain LOMR's or LOMA's (not all that exist may be available to JCP), (g) certain natural hazard Safety Element maps adopted by the county as part of its General Plan's Safety Element, (h) geologic and seismic hazard maps adopted by the city as a part of its General Plan's Safety Element only for location of the above property as identified by the seller or seller's agent. JCP relies on these official sources for the information in this report and does not produce, maintain or verify the information. Other hazard or disclosure information that may exist in a jurisdictional Safety Element, General Plan or any other source is not provided in this report. The following procedures and limitations apply to all of the disclosures on all pages of this report. Our services include, where appropriate, use of the assessors rolls, cadastral-type maps, photographic enlargements of maps and various cartographic techniques to locate the site on the appropriate map. The determination is made as accurately as reasonably possible using these said maps. For purposes of defining property lines, the assessor's parcel number and parcel maps are used. Any errors in the assessor's rolls may affect the determination procedures and JCP will not be liable for such errors

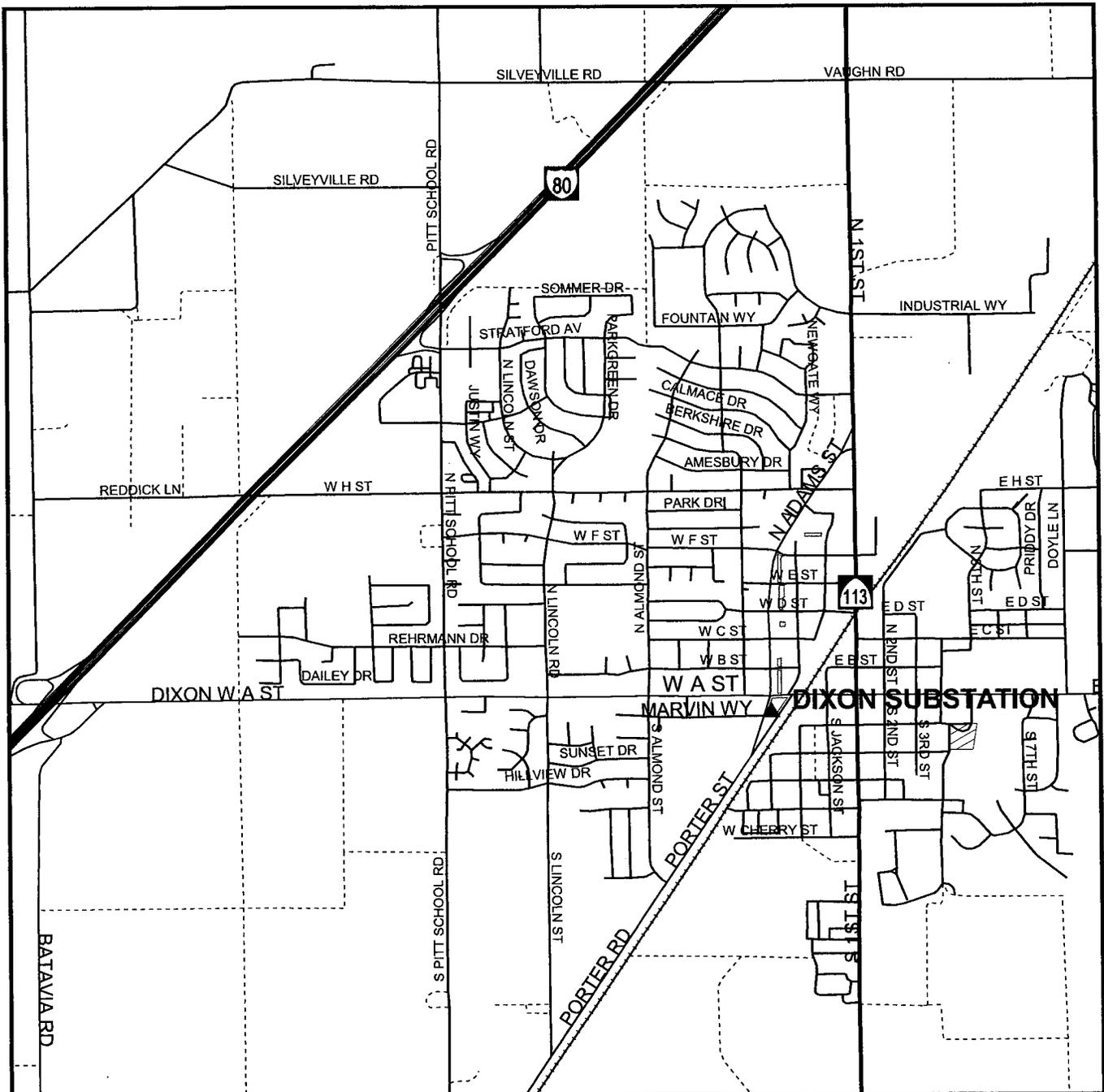
Decisions by jurisdictions relative to required studies, reports, etc. may be made using the information disclosed in this report, as well as other information in their files and/or local ordinances and procedures. Additional information which may be material to this transaction may exist in other sources not used in this report; however, research of such possible sources of the information in such sources is beyond the scope of this report and will not be reported here. The disclosure information in this report cannot be construed as a substitute for a geologic or engineering study nor that a city or county will not require such studies. No visual examination of the subject site was performed nor was a study of any jurisdiction's files or other sources made to determine the existence of any hazard which may exist on the site. This report is for the purpose of certain map-based, real estate transaction disclosures only and is not a substitute for the broker/agent property inspection. Due to changes disclosure maps, laws and contractual parties, this report cannot be relied upon for other properties or for future transactions of the subject property. **All parties should be aware that the information is subject to change.** JCP is not responsible for advising parties of any changes that may occur after the date of this report. Upon request within six months of issuing this report, JCP will update the report for no additional charge for the same transaction.

All representations regarding earthquake safety, water heater bracing, and title insurance presented in this report are provided for the buyer's convenience by the seller(s) or agent(s) of the subject property. JCP has not validated this information and takes no responsibility for its accuracy.

If any party to this transaction has concerns relative to the stability or condition of the property or if "red flags" are observed during any party's inspection, we suggest that a consultant be retained to study the site and render an opinion. This report is provided for the single property for which it was issued as of the date of this report, and has been prepared for the exclusive use of the current seller(s), their agent(s), and potential buyers of this property. The findings are not intended for use by other parties and may not contain sufficient information for the purposes of other parties or other uses. Our professional services are performed using a degree of care and skill ordinarily exercised under similar circumstances by reputable consultants. No other warranty, expressed or implied, is made as to the professional advice presented in this report.

EXHIBIT H
DISCLOSURE EXHIBIT

NONE.



SPCC PLAN ATTACHMENT #6-1



**VICINITY MAP
DIXON SUBSTATION**

369 West A at Porter Street
DIXON

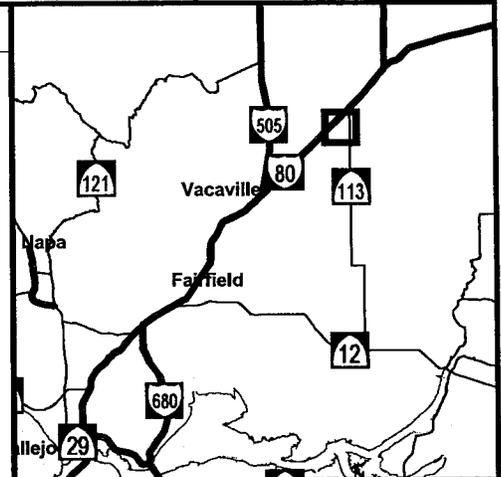
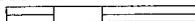
SOLANO COUNTY

**PACIFIC GAS AND ELECTRIC COMPANY
SAN FRANCISCO, CALIFORNIA**

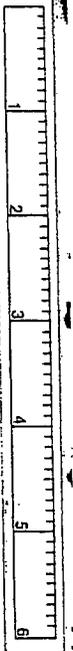
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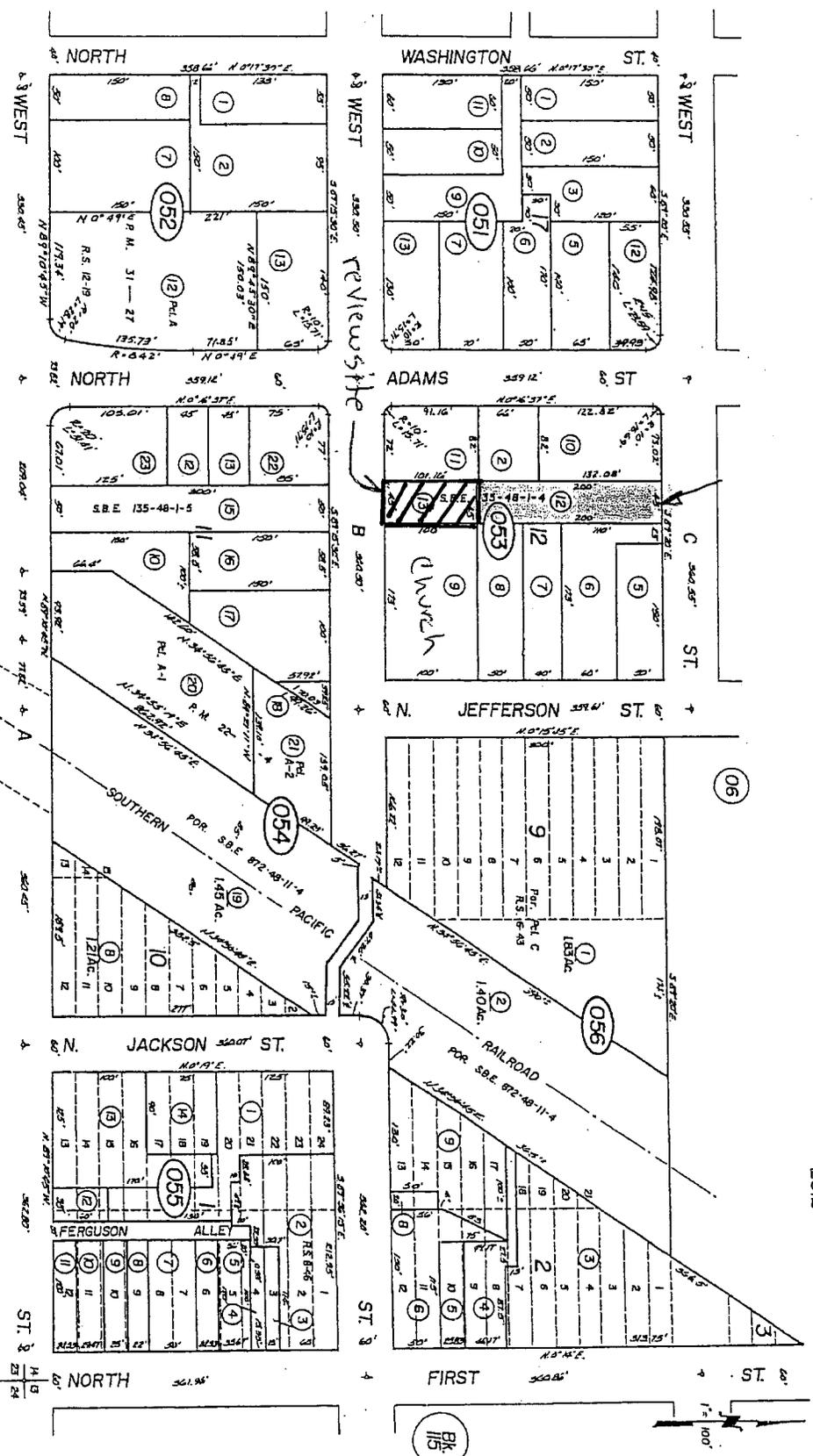


1-800-345-7334

FOR S.E. 1/4 SEC. 14, T.7N, R.1E, M.D.B. & M.

Tax Area Code 2012

113-05



Dickson's Addition - R.M. Bk. I, Pg. 20
City of Dixon - R.M. Bk. 4, Pg. 42

REVISION	DATE	BY
01	01/12/13	...
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NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

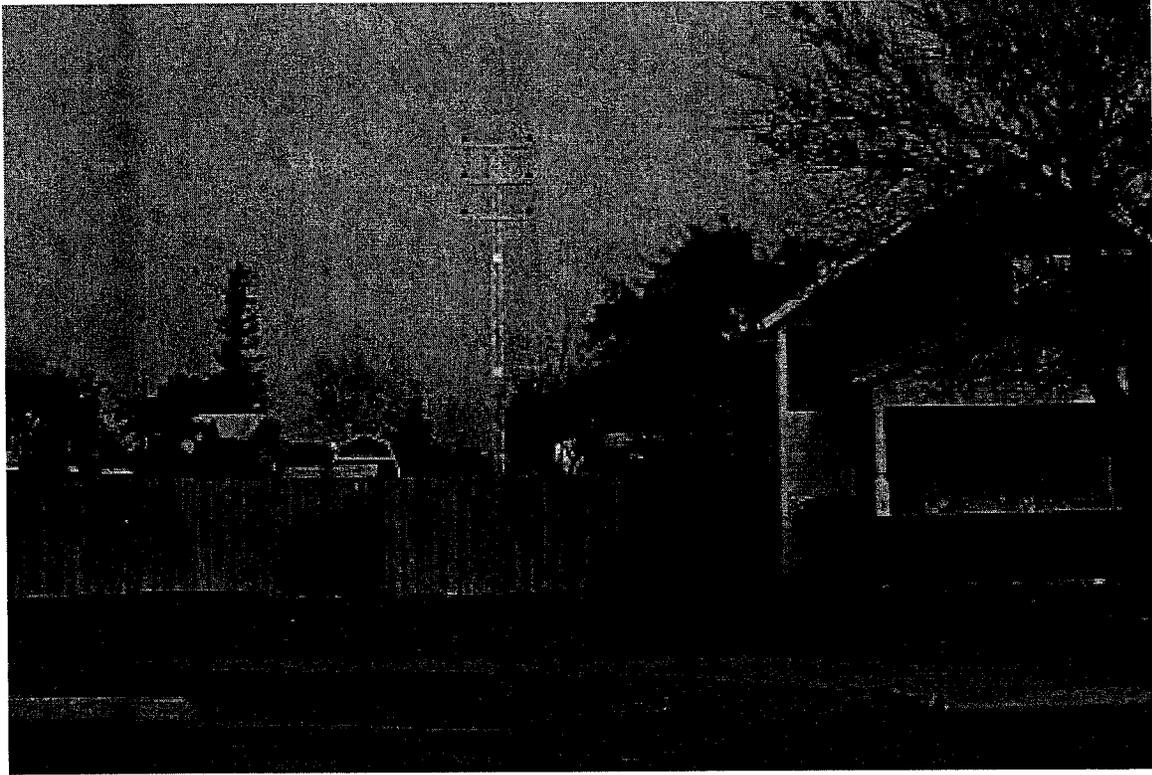
CITY OF DIXON
Assessor's Map Bk. 113 Pg. 05
County of Solano, Calif.

13-94

Bk 114

Bk 115

Dixon Davis Cordelia Tower Fee Strip Property Sale



Dixon fee strip between West B Street and West C Street, looking north from West B to West C - (Church)

December 2004

Memorandum

Date: September 21, 2004 File #:
To: CRE Transactions Supervisor
From: CRE Assoc Transactions Specialist
Subject: Internal Appraisal Review – Vaca- Dixon (Davis – Cordelia 60 KV
Transmission Line) Property Sales



KEN RICHERSON:

As per your request, listed below is an analysis and valuation report for the Vaca Dixon (Davis -Cordelia 60 KV Transmission Line)Property Sale. The scope of work involved an inspection of the subject properties, an investigation and analysis of the market data and letters from various brokers outlining their opinions of value. Additionally, we received written offers from some of the adjacent owners. The subject properties consists of six parcels, for some of the parcels, the highest and best use is commercial and for the others, the highest and best use is residential.

In reviewing the comparable sales data from the county recorder office, it is important to note that the data from the county recorder's office is for unencumbered parcel sales offering full utility. Consequently, the review indicated commercial sales ranged in price from \$1.64 - \$7.00 and residential sales from \$4.50 – \$8.35.

It is also important to note that the subject properties are fully encumbered. We received the following Broker Opinions of Value that considered the tower line encumbrances.

Commercial Real Estate Services - Dixon) – Broker Chuck Krouse (11/19/03)
\$1.00 - \$2.00) per sq ft (Commercial)

McDonald Real Estate - Dixon – Broker Allen Jardine (10/2/03)
\$.60 - \$.65 per sq ft (Residential)

Century 21 Distinctive Properties – Dixon – Realtor Ted Seifert (10/16/03)
\$.60 - \$.90 per sq ft (Residential)

Listed below is more detailed information on the subject properties:

APN 0113-054-150 (North Adams – From West A to West B) SBE 135-48-1-5
Approximately 15,000 sq ft

Highest and Best Use - Commercial

Current Use - Ingress/egress, parking and open storage. The tenant has a small propane supply, home and garden retail facility on the adjoining parcel and site has been graveled by tenant. Two lattice steel poles are on this property.

APN 0113-053-130 (North Adams – From West B to West C) SBE 135-48-1B
Approximately 4,500 sq ft

Highest and Best Use – Residential

Current Use – Adjoiner is utilizing this parcel as an extension of their yard. The yard is part of the adjoining church rectory and improvements consist of lawn, fence and playground equipment. No structures are on this property.

APN 0113-064-220 (North Adams – From West C to West D) SBE 135-48-1C
Approximately 2,840 sq ft

Highest and Best Use – Residential

Current Use – Adjoiner is using this parcel for garden plot and misc. open storage. Site is approximately 50' square and contains one lattice steel pole.

APN 0113-063-020 (North Adams – From West D to West E) SBE 135-48-1A-1
Approximately 16,418 sq ft

Highest and Best Use – Commercial

Current Use – Adjoiner is using this parcel for parking which covers a portion, (approx. 1/2). The remainder of the parcel is also being used for parking and garbage pick-up by another adjoiner. The area has been graveled by its users. There is one lattice steel pole on this property.

APN 0113-074-030 (North Adams – From West E to West F) SBE 135-48-1E-1
Approximately 13,360 sq ft

Highest and Best Use – Commercial

Current Use – Adjoiner is using this parcel for parking. The site is used for parking by his tenants and customers, beauty shop, travel agent, real estate, etc. Site was paved by the adjoiner several years ago. There is one lattice steel pole on this property.

**APN 0113-073-270 (North Adams From West F to West H) SBE 135-48-1E-2
Approximately 9,545 sq ft**

Highest and Best Use – Commercial

Current Use – Adjoiner is redeveloping an old concrete batch plant site into a commercial complex. This parcel is not currently being used by adjoining owner. The fee strip is however, along the site boundary line and would likely be used for buffer, landscape or parking. There are no structures on this property.

Additionally, we received offers that ranged from \$1.00 - \$1.25. Therefore, based on the above it is my opinion the subject properties should range in value from \$1.00 - \$1.50 (Commercial) and \$.60 - \$1.00 (Residential).

ISABEL HARRIS

Isabel Harris

EXHIBIT C

PACIFIC GAS AND ELECTRIC COMPANY
STANDARD PURCHASE AND SALE AGREEMENT
(North Adams from West C to West D)

(Unimproved Property)

31 THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of this day of MAY, 2006, (the "Effective Date"), by and between **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("Seller"), and **JONATHAN M. BROTHERS and ELIZABETH ANNE BROTHERS**, husband and wife, as joint tenants (collectively, "Buyer").

R E C I T A L S:

A. Seller is the owner of that certain parcel of unimproved real property consisting of approximately 2,840 square feet located in the City of Dixon, County of Solano and State of California, identified by the Solano County Assessor as Assessor's Parcel No. 0113-064-200, the State Board of Equalization as SBE No. 135-48-1C, commonly known as North Adams from West C to West D, and more particularly described in Exhibit A (such real property, together with all easements, rights and privileges appurtenant thereto, is hereinafter referred to collectively as the "Property").

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. PURCHASE AND SALE.

Subject to the terms and conditions contained in this Agreement, Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, for a purchase price of Two Thousand Eight Hundred Forty Dollars (\$2,840.00) ("Purchase Price").

2. PAYMENT OF PURCHASE PRICE.

Buyer shall pay the Purchase Price for the Property to Seller as follows:

2.1 Deposit. Within five (5) days after the Effective Date of this Agreement, Buyer shall deposit an amount equal to One Hundred Forty-Two Dollars (\$142.00) ("Deposit") in escrow with Placer Title Company, 21 Towne Square, 2nd Floor, Vacaville, California 95688, Attn: Tiffany Alonzo, Escrow No. 503-3463, 707.678.0422 (telephone), 707.678.7615 (fax) ("Title Company"). The Deposit shall be considered to have been deposited only if it is made by bank wire transfer, certified check or cashier's check payable to the Title Company and drawn by a commercial bank or savings and loan association having a branch in and licensed to do business in the State of California. Buyer's failure to deliver the Deposit as required shall entitle Seller, by written notice to Buyer, to terminate this Agreement as of the date of the notice. Subject to the provisions of Sections 7 and 9 of this Agreement, the Deposit, and any accrued interest thereon, shall be delivered to Seller at close of escrow (as described in Section 3.3). The Deposit shall earn interest for the benefit of the party entitled to the Deposit under this Agreement.

2.2 Balance of Purchase Price. At least one (1) business day prior to close of escrow, Buyer shall deposit in escrow with the Title Company an additional sum equal to the balance of the Purchase Price in immediately available funds for delivery to Seller at close of escrow.

2.3 Assessments. At close of escrow, Buyer shall take title to the Property subject to the lien of any and all assessments encumbering the Property not then past due, and shall not be entitled to any credit against the Purchase Price for any portion of the obligations secured by such assessments.

3. ESCROW.

3.1 Establishment and Close of Escrow. Within five (5) days after the Effective Date of this Agreement, Buyer shall open an escrow with the Title Company (sometimes also referred to herein as the "Escrow Holder"), by delivering to the Title Company, the Deposit, a fully-executed copy of this Agreement and the Escrow Opening Instructions attached hereto as Exhibit B. The Deposit shall be held in such escrow in a federally insured, interest-bearing account. The parties estimate that the closing of this transaction ("Closing Date") will take place no later than at 8:00 a.m. California time on October 3, 2006, (the "Estimated Closing Date"); provided, however, that all conditions precedent set forth in Section 7 have been satisfied or waived. If the Governmental Approval described in Section 7.4 below has not been obtained prior to the Estimated Closing Date, Seller shall have the right (but not the obligation) to extend the Estimated Closing Date for up to an additional one (1) year to obtain Governmental Approval, in which case the Closing Date shall occur on the date specified by Seller, which date shall be no later than sixty (60) days following the date on which Governmental Approval is obtained. If Seller fails to obtain Governmental Approval prior to the Estimated Closing Date (as the same may be extended), this Agreement shall automatically terminate and except for agreements that expressly survive the termination of this Agreement, all obligations and liabilities of the parties under this Agreement shall terminate. If the conditions set forth in Section 7 have been satisfied (or waived by the party for whose benefit such condition precedent exists) prior to the Estimated Closing Date, the parties may mutually agree to accelerate the Closing Date.

3.2 Deposits into Escrow.

(a) At or prior to close of escrow, Buyer shall deposit or cause to be deposited with the Title Company the following:

- (i) The balance of the Purchase Price to be deposited by Buyer pursuant to Section 2.2;
- (ii) Buyer's share of the fees and charges described in Section 3.4(b);
- (iii) The amount, if any, payable to Seller pursuant to Section 3.5;
- (iv) Buyer's counterpart of the joint escrow instructions to the Title Company in the form attached hereto as Exhibit C (the "Joint Escrow Closing Instructions"), and any other instructions Buyer may deem necessary which are not inconsistent with the terms of this Agreement; and
- (v) The Release and Indemnity Agreement, duly executed by Buyer in the form attached hereto as Exhibit D (the "Release Agreement").

(b) At or prior to close of escrow, Seller shall deposit or cause to be deposited with the Title Company the following:

- (i) A grant deed, prepared and duly executed by Seller in recordable form, conveying fee title to the Property to Buyer ("Grant Deed");
- (ii) Affidavits certifying that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and California Revenue and Taxation Code Section 18662(e) ("Affidavits"); and

(iii) Seller's counterpart of the Joint Escrow Closing Instructions and any other instructions Seller may deem necessary which are not inconsistent with the terms of this Agreement.

3.3 Closing. After all the requirements of Section 3.2 have been satisfied and all conditions precedent set forth in Section 7 have been satisfied or waived, the parties shall instruct the Title Company to close escrow by, among other actions:

(a) Recording the Grant Deed and instructing the Solano County Recorder to deliver the Grant Deed to Buyer after recording;

(b) Recording the Release Agreement and instructing the Solano County Recorder to deliver the original Release Agreement to Seller after recording;

(c) Delivering to or for the account of Seller the Purchase Price paid by Buyer pursuant to Sections 2.1 and 2.2, and the amount, if any, payable to Seller pursuant to Section 3.5;

(d) Delivering to Seller an "as-recorded" conformed copy of the Grant Deed and Release Agreement; and

(e) Delivering to Buyer the Affidavits and an "as-recorded" conformed copy of the Grant Deed and Release Agreement, and issuing and delivering to Buyer the policy of title insurance described in Section 4.4.

3.4 Costs. In connection with the transactions contemplated by this Agreement, Seller and Buyer shall pay all transfer taxes and closing costs in accordance with the following:

(a) Seller shall bear the cost of the recording fees for recordation of the Grant Deed and the Release Agreement; and

(b) Buyer shall pay any real property conveyance or documentary transfer taxes charged by the City and/or County in which the Property is located and payable with respect to the Grant Deed, escrow fees charged by the Title Company, the cost of any ALTA or other survey required by the Title Company in order to issue the policy of title insurance described in Section 4.4, and the premium and endorsement charges for the policy of title insurance described in Section 4.4.

3.5 Prorations. General and special real property taxes, the current fiscal year's installments of any assessments encumbering the Property, rents and other charges under any leases, utility charges, payments under any maintenance agreements or service contracts (provided such maintenance agreements and/or service contracts are assumed by Buyer), and all other income and expense items related to the Property shall be prorated as of close of escrow. The net amount due Seller from Buyer under this Section 3.5, if any, shall be delivered by Buyer to the Title Company prior to close of escrow. The net amount due Buyer from Seller under this Section 3.5, if any, shall be charged to Seller by the Title Company at close of escrow. To the extent that the amount of any of the foregoing income and expense items shall not have been determined as of the close of escrow, such income and expense items shall be prorated as of close of escrow as soon thereafter as such amount is determined and Seller shall promptly make to Buyer, and/or Buyer shall promptly make to Seller, any payments required by such prorations. **In addition, Buyer acknowledges that the Property is assessed by the California State Board of Equalization as of January 1 of each year, and Seller must pay real property taxes on the Property for the subsequent fiscal year commencing the following July 1. If close of escrow occurs between January 1 and June 30, Buyer shall deposit into escrow, or with Seller, the full amount to pay real property taxes for the tax year beginning on the July 1 immediately following the close of escrow, in addition to the prorated amount of real property taxes for the current tax year (ending June 30).** Seller shall pay the taxes for the subsequent tax year before they become

delinquent; provided, however, that Seller shall have the right to pay such taxes in installments as permitted by law.

3.6 Possession of Property. Seller shall deliver possession of the Property to Buyer upon close of escrow.

4. TITLE; TITLE INSURANCE.

4.1 Title. It shall be a condition precedent to Buyer's obligation to purchase the Property that Seller convey title to the Property to Buyer subject only to the following exceptions (the "Permitted Encumbrances"):

- (a) The lien of general and special real property taxes and assessments, not delinquent;
- (b) All matters and exceptions of record approved or deemed approved by Buyer pursuant to Section 4.3 below;
- (c) Any matters affecting title to the Property created by or with the consent of Buyer;
- (d) All matters which would be disclosed by an inspection or survey of the Property; and
- (e) Easements and other rights reserved by Seller pursuant to Section 4.2.

4.2 Easements and Other Reservations. Seller shall be entitled to reserve easements for all existing or proposed utility facilities located, or to be located, on or under the Property, including, without limitation, an easement for the purposes of operation, maintenance of, and all other activities related to Seller's steel pole and overhead transmission line, together with the right of ingress and egress over the Property. Within thirty (30) days following the Effective Date, or as soon thereafter as is reasonably practicable, Seller shall provide information concerning any such easements to be reserved and easements, leases or rights granted to others by Seller.

4.3 Title Objections. Buyer shall use diligence to obtain from the Title Company a preliminary report for the Property ("Title Report"), together with copies of the instruments underlying any exceptions referred to in the Title Report, within ten (10) days following the Effective Date. Within ten (10) days following Buyer's receipt of the Title Report, Buyer shall review any title exceptions disclosed therein. In addition, within ten (10) days after receipt of the same, Buyer shall review the easements to be reserved by Seller and other information disclosed by Seller pursuant to Section 4.2, if any. The failure of Buyer to object to any exceptions to title shown in the Title Report within ten (10) days following Buyer's receipt of same, or the failure of Buyer to object to any easements to be reserved by Seller or other information disclosed by Seller pursuant to Section 4.2 within ten (10) days following Buyer's receipt of same, which objection shall be in writing and shall specifically delineate the reasons therefor, shall be deemed to be an approval by Buyer of the condition of title to the Property. If any of the exceptions to title shown in the Title Report or proposed easements or other title matters disclosed by Seller pursuant to Section 4.2 are objectionable to Buyer, Seller may, at its sole election, agree to remove such objectionable items or otherwise satisfy Buyer with respect to such items prior to close of escrow. If Seller is unable or unwilling to remove any such objectionable items or otherwise satisfy Buyer with respect thereto, Buyer shall have the right, upon written notice to Seller given within five (5) days after Seller's notice of refusal or inability to remove the exceptions, to terminate this Agreement. If Buyer elects to terminate this Agreement, the Deposit, and any accrued interest thereon, shall be returned to Buyer, each party shall pay one-half (1/2) of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination.

4.4 Title Insurance. Upon the close of escrow, Buyer shall cause the Title Company to issue to Buyer either ALTA or CLTA title insurance coverage with total liability not to exceed the amount of the Purchase Price insuring that fee simple title to the Property is vested in Buyer.

5. CONDITION OF PROPERTY.

5.1 AS IS CONDITION. BUYER HAS BEEN STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ELECTROMAGNETIC FIELDS AND POTENTIAL ENVIRONMENTAL HAZARDS ARISING FROM THE PRESENCE ON OR ABOUT THE PROPERTY OF HAZARDOUS SUBSTANCES. EXCEPT AS EXPRESSLY HEREINAFTER PROVIDED IN SECTION 6, NEITHER SELLER, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS MAKES OR HAS MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO THE PHYSICAL CONDITION OF THE PROPERTY, THE USES OF THE PROPERTY OR ANY LIMITATIONS THEREON, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY PERTAINING TO ZONING, ENVIRONMENTAL OR OTHER LAWS, REGULATIONS OR GOVERNMENTAL REQUIREMENTS; THE UTILITIES ON THE PROPERTY, THE COSTS OF OPERATING THE PROPERTY OR ANY OTHER ASPECT OF THE ECONOMIC OPERATIONS ON THE PROPERTY; THE CONDITION OF THE SOILS OR GROUNDWATERS OF THE PROPERTY; THE PRESENCE OR ABSENCE OF ELECTROMAGNETIC FIELDS, TOXIC MATERIALS OR HAZARDOUS SUBSTANCES ON OR UNDER THE PROPERTY; OR ANY OTHER MATTER BEARING ON THE USE, VALUE OR CONDITION OF THE PROPERTY. SELLER MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OF TITLE TO THE PROPERTY, AND BUYER AGREES THAT IT WILL RELY SOLELY ON ITS POLICY OF TITLE INSURANCE ISSUED PURSUANT TO SECTION 4.4.

5.2 Right of Inspection.

(a) For a period not to exceed ninety (90) days following the Effective Date of this Agreement (the "Inspection Period"), Buyer and Buyer's authorized representatives, may enter onto the Property at any reasonable time and from time to time to survey and inspect the Property. No invasive testing, including, but not limited to, soil and groundwater sampling, may be conducted on the Property unless and until the testing plans and procedures are approved in writing by Seller. Seller may withhold its approval, or grant approval subject to such conditions as Seller may determine, in its sole and absolute discretion.

(b) Buyer shall notify Isabel Harris, Seller's Real Estate Transaction Specialist for the Property (the "Real Estate Transaction Specialist"), by telephone at 415.973.5559 not less than seventy-two (72) hours prior to Buyer or Buyer's representatives entering the Property in each instance. No such entry shall interfere with Seller's use of the Property. Seller shall have the right to have a representative accompany Buyer on each such entry.

(c) Buyer shall provide to Seller copies of all reports and studies prepared by or on behalf of Buyer, promptly upon receipt thereof by Buyer.

5.3 Indemnification. Buyer shall indemnify, defend (with counsel approved by Seller), protect and hold Seller, its officers, directors, employees, agents and contractors (collectively, "Indemnitees") harmless from and against any and all losses, costs, claims, damages, liabilities, or causes of action (including attorneys' fees and costs) (collectively, "Claims") arising out of or in any way connected with the Property and occurring as a result of any entry upon the Property, or activities conducted thereon by Buyer, its agents, contractors or employees prior to close of escrow, including Claims arising from the passive or active negligence of the Indemnitees, and Buyer shall return the Property as nearly as possible to the same condition the Property was in prior to such entry or activities.

5.4 Right to Terminate. If, for any reason, Buyer is not satisfied with the results of its inspections of the Property, Buyer shall have the right to terminate this Agreement by written notice to Seller given prior to the expiration of the Inspection Period. Buyer's notice of termination shall specify in detail the basis for Buyer's termination of this Agreement. Buyer's failure to terminate this Agreement prior to the expiration of the Inspection Period shall be deemed Buyer's approval of all matters relating to the Property, including, but not limited to, the physical condition of the Property, the possible uses of the Property and any limitations thereon. If Buyer elects not to terminate this Agreement as permitted above, (a) Buyer shall have no further right to terminate this Agreement, except in accordance with the provisions of Section 8 or Section 9.2 below (regardless of any changes in the condition of the Property or any facts or circumstances of which Buyer may become aware following the Inspection Period); and (b) in addition to all other claims waived by Buyer hereunder, Buyer shall be deemed to have waived any and all rights or claims against Seller with respect to matters discovered prior to the expiration of the Inspection Period. If Buyer elects to terminate this Agreement as permitted above, (x) the Deposit, and any accrued interest thereon, shall be returned to Buyer, each party shall pay one-half (1/2) of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination; and (y) Buyer shall promptly provide Seller with copies of any and all inspection reports regarding the Property prepared by or on the behalf of Buyer.

5.5 Hazardous Substances Disclosure; Buyer's Release. Seller, at some time during its ownership or use of the Property, may have handled, treated, stored and/or disposed of Hazardous Substances (as defined in the Release Agreement) on the Property. Some of these Hazardous Substances may contain chemicals known to the State of California to cause cancer or reproductive toxicity. Buyer acknowledges that Seller has made no investigation with respect to Hazardous Substances affecting the Property and that no Hazardous Substances report has been provided or will be provided to Buyer by Seller. Buyer has been strongly advised to investigate the existence of Hazardous Substances on, under, about or otherwise affecting the Property. Buyer further acknowledges that Seller shall not in any manner be responsible to Buyer for the presence of any electromagnetic field or Hazardous Substances on, under, about or otherwise affecting the Property, and further, as a material inducement to Seller for the sale of the Property to Buyer, Buyer agrees to execute and deliver the Release Agreement to Seller at or prior to close of escrow.

5.6 Seismic Disclosure Requirements.

(a) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a delineated earthquake fault zone as so designated under the Alquist-Priolo Earthquake Fault Zoning Act, Sections 2621 et seq. of the California Public Resources Code (an "Earthquake Fault Zone"), nor, to Seller's actual knowledge, is the Property situated within such an Earthquake Fault Zone.

(b) Seller hereby discloses to Buyer that seismic hazard maps are not yet available to determine whether the Property is situated within a seismic hazard zone as so designated under the Seismic Hazards Mapping Act, Sections 2690 et seq. of the California Public Resources Code (a "Seismic Hazard Zone"). Therefore, Buyer acknowledges and understands that the Property may be located within a Seismic Hazard Zone, and Buyer is strongly advised by Seller to conduct its own investigation with respect thereto.

5.7 Natural Hazards Disclosure Requirements.

(a) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a special flood hazard area as so designated by the Federal Emergency Management Agency (a "Special Flood Hazard Area"), nor, to Seller's actual knowledge, is the Property situated within such a Special Flood Hazard Area.

(b) In accordance with the requirements of California law, Seller hereby discloses to Buyer, and Buyer acknowledges and understands that, the Property is situated within an area of potential flooding on an Inundation Map as so designated pursuant to California Government Code Section 8589.5 (an "Area of Potential Flooding").

(c) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a Very High Fire Hazard Severity Zone as so designated pursuant to California Government Code Section 51178 (a "Fire Hazard Severity Zone"), nor, to the actual knowledge of Seller or its agents, is the Property situated within such a Fire Hazard Severity Zone.

(d) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a wildland area subject to substantial forest fire risks and hazards as so classified pursuant to California Public Resources Code Section 4125 (a "Wildland Fire Zone"), nor, to the actual knowledge of Seller or its agents, is the Property situated within such a Wildland Fire Zone.

5.8 Limitations on Disclosures. Buyer acknowledges and understands that, in making the representations and disclosures contained in Sections 5.6 and 5.7 above, Seller is relying solely on the Natural Hazards Disclosure Statement dated October 13, 2005 prepared by JCP Geologists, Inc. and identified as Report No. 2005101300068 (the "Natural Hazards Statement"). A copy of the Natural Hazards Statement is attached to this Agreement as Exhibit G. Buyer further acknowledges and understands that if the Property is situated within one or more of the hazard zones described in Sections 5.6 and 5.7 above, Buyer's ability to develop the Property, obtain insurance, or receive assistance after a disaster may be limited. The maps, on which the disclosures contained in Section 5.6 and 5.7 are based, only estimate where natural hazards exist, and are not definitive indications of whether or not a property will be affected by a natural disaster. Except as expressly provided herein, Seller is making and has made no representations regarding the seismic, geologic or other natural hazards affecting the Property, or the effect thereof on the future use or development of the Property, and Buyer should make its own inquiry and investigation of such hazards. Further, Buyer hereby waives, to the fullest extent permitted by law, any disclosure requirements relating to seismic, geologic and other natural hazards imposed on Seller by California law.

5.9 Confidentiality. Until close of escrow, and unless disclosure is otherwise required under this Agreement or under applicable law, Buyer shall keep and shall cause Buyer's agents, consultants and employees to keep confidential all tests, reports, documents, analyses, and opinions obtained by Buyer with respect to the Property, including, but not limited to, any information provided by Seller or received or prepared by Buyer in Buyer's independent factual, physical and legal examinations and inquiries respecting the Property (collectively, the "Confidential Information"), except that Buyer may disclose the same to its legal counsel and consultants, provided that Buyer obtains the agreement in writing of such legal counsel and consultants to keep the Confidential Information confidential. Until close of escrow, neither the contents nor the results of any Confidential Information shall be disclosed by Buyer, its agents, consultants and employees without Seller's prior written approval unless and until Buyer is legally compelled to make such disclosure.

5.10 Survival. The covenants, agreements and obligations of Buyer contained in this Section 5 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Seller's Representations. Seller hereby represents and warrants to Buyer as follows:

(a) Seller has full right, power and authority to enter into this Agreement and to sell, convey and transfer the Property and all rights appurtenant thereto to Buyer. All corporate action on the part of Seller necessary for the valid authorization, execution, and delivery of this Agreement, and the consummation of the transactions contemplated hereby has been taken, or at or prior to close of escrow will have been taken.

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or constitute a default under any of the terms, conditions or provisions of any other agreement to which Seller is a party or by which Seller is bound, and will not to the best of Seller's knowledge, violate any provision of, or require any consent, authorization or approval under, any applicable law, regulation, or order.

(c) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit H, Seller has received no written notice from any governmental agency or private person during the six (6) month period preceding the Effective Date that the condition, use or operation of the Property violates any law or any order or requirement of any governmental agency that could materially and adversely affect the operation or value of the Property (other than violations which have been cured).

(d) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit H, Seller has received no written notice of any pending or threatened lawsuits of any kind against Seller that could materially and adversely affect the operation or value of the Property or prohibit the sale thereof.

(e) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit H, Seller has received no written notice of any pending, threatened or contemplated condemnation proceedings affecting the Property or any part thereof.

Seller's "knowledge" or "receipt of written notice" as used in this Section 6.1 or elsewhere in this Agreement shall mean the actual knowledge of, or receipt of written notice by, the Real Estate Transaction Specialist, without any duty of inquiry. Buyer acknowledges and agrees that Seller may have records or files not in the possession of the Real Estate Transaction Specialist which may include information concerning the Property. Buyer understands that Seller will not undertake to determine whether any of such other files and/or records contain information concerning the Property and Seller will not make such other files and records available to Buyer for its review. Buyer further acknowledges and agrees that Seller and its affiliates have gone through numerous management changes and personnel changes over the years, and the employees who currently manage the Property may have little or no knowledge of the location or contents of the files and records relating to the Property. In light of the voluminous files and records of Seller, and the uncertainty of the location or content of such files, Buyer acknowledges and agrees that Buyer will, except for the limited representations and warranties contained in this Section 6.1, rely solely on its own investigations in making its decision to acquire the Property.

6.2 Buyer's Representations. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material, is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder) and shall fully survive the close of escrow and the recordation of the Grant Deed:

(a) This Agreement and all documents executed by Buyer which are to be delivered to Seller upon close of escrow are, or at the time of close of escrow will be, (i) duly authorized, properly executed and delivered by Buyer, (ii) legal, valid and binding obligations of Buyer enforceable in accordance with their terms at the time of close of escrow, and (iii) not in violation of any agreement or judicial order to which Buyer is a party or to which it is subject.

(b) Buyer is an experienced real property operator and investor, and is represented or has had an opportunity to be represented by counsel in connection with this transaction. Except for the express representations and warranties of Seller contained in Section 6.1 above, Buyer specifically acknowledges that it is acquiring the Property in an "AS IS, WHERE IS, WITH ALL FAULTS" condition, without any representations or warranties of Seller, express or implied, written or oral, as to the nature or condition of title to the Property, the physical condition of the Property, the uses of the Property or any limitations thereon. Buyer is relying solely upon, and, as of the expiration of the Inspection Period will have conducted, its own analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller (including, without limitation, an analysis of any and all matters concerning the condition, use, sale, development or suitability for development of the Property). Buyer is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters.

(c) The representations and warranties of Buyer set forth in this Agreement shall be true on and as of the close of escrow as if those representations and warranties were made on and as of such time.

7. CONDITIONS PRECEDENT.

7.1 Conditions to Buyer's Obligations. Buyer's obligation under this Agreement to purchase the Property is subject to the fulfillment or waiver of each of the following conditions precedent:

(a) The Title Company shall be prepared to issue at close of escrow the title insurance policy described in Section 4.4 upon payment of its regularly scheduled premium therefor, subject only to the standard printed exceptions to such title insurance policy and the Permitted Encumbrances; and

(b) Seller shall have performed each and every covenant contained in this Agreement to be performed by Seller at or prior to close of escrow.

7.2 Conditions to Seller's Obligations. Seller's obligation under this Agreement to sell the Property to Buyer is subject to the fulfillment or waiver of each of the following conditions precedent:

(a) Compliance with the California Subdivision Map Act (Government Code Section 66410, et seq.), including the approval and filing of a final subdivision map or parcel map if required; and

(b) Buyer's timely performance of each and every covenant contained in this Agreement to be performed by Buyer.

7.3 Satisfaction of Conditions. Buyer may waive any of the conditions precedent set forth in Section 7.1, and Seller may waive any of the conditions precedent set forth in Section 7.2. Subject to the foregoing and to the provisions of Section 9.1 below, in the event that any of the conditions precedent set forth in this Section 7 shall not be satisfied or waived at or prior to the Closing Date, then the party whose obligations are subject to such condition precedent shall have the right to terminate this Agreement, and the Deposit, and any accrued interest thereon, shall be returned to Buyer, less one-half of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement except those which expressly survive termination.

7.4 Governmental Approval. If Seller determines, in Seller's sole and absolute discretion, that approval ("Governmental Approval") of the California Public Utilities Commission ("CPUC") will be required as a condition precedent to Seller's sale of the Property to Buyer, then the obligation of each party to close the sale of the Property shall be conditioned upon obtaining such Governmental Approval at or prior to the close of escrow. Buyer acknowledges and agrees that Governmental Approval

shall not be deemed to have occurred for purposes of this Agreement unless and until the CPUC approves the sale of the Property to Buyer in a form that is final, unconditional and unappealable, including exhaustion of all administrative appeals or remedies before the CPUC, and such Governmental Approval is approved by Seller in its sole and absolute discretion, including, without limitation, Seller's approval of the proposed accounting and ratemaking treatment of the sale. Buyer further acknowledges and agrees that Seller makes no representation or warranty with respect to the Governmental Approval, and Buyer hereby waives all claims against Seller which may arise out of losses, expenses or damages suffered or incurred by Buyer as a result of the need for the Governmental Approval or the failure of the CPUC to approve the sale of the Property to Buyer.

8. CONDEMNATION. In the event of any taking of more than fifty percent (50%) of the land area of the Property in eminent domain proceedings or under threat of condemnation prior to the close of escrow, Buyer shall have the right to terminate this Agreement and recover all amounts paid on account of the Purchase Price by giving to Seller written notice of termination within five (5) days following the date of such taking. In the event of a taking of fifty percent (50%) or less of the land area of the Property prior to the close of escrow or in the event that Buyer shall not elect to terminate the Agreement as aforesaid, Buyer shall remain obligated to perform its obligations under this Agreement, and Seller shall assign to Buyer at close of escrow the portion of any condemnation award attributable to Seller's interest in the Property. For the purposes of this Agreement, a taking in condemnation shall mean the taking of possession or the vesting of fee title to the Property in a governmental entity pursuant to the exercise of the power of eminent domain or pursuant to a deed given in lieu or in contemplation thereof.

9. DEFAULT.

9.1 Buyer's Default.

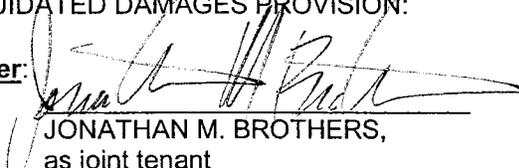
(a) IN THE EVENT THAT THE SALE OF THE PROPERTY TO BUYER UNDER THIS AGREEMENT SHALL NOT BE CONSUMMATED BECAUSE OF A DEFAULT BY BUYER, SELLER MAY UNILATERALLY TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING WRITTEN NOTICE TO BUYER AND THE TITLE COMPANY, AS ESCROW HOLDER. THEREUPON, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS UNDER THIS AGREEMENT, AND ESCROW HOLDER IS HEREBY IRREVOCABLY INSTRUCTED BY BUYER AND SELLER TO DISBURSE THE DEPOSIT, PLUS ANY ACCRUED INTEREST THEREON, TO SELLER AS LIQUIDATED DAMAGES. IN ADDITION, ESCROW HOLDER SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, AND ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER. SELLER'S RETENTION OF THE DEPOSIT IS NOT INTENDED AS A FORFEITURE OR A PENALTY, BUT IS INTENDED TO COMPENSATE SELLER FOR DAMAGES IT WILL SUSTAIN BY REASON OF SUCH DEFAULT BY BUYER, INCLUDING DAMAGES RESULTING FROM THE REMOVAL OF THE PROPERTY FROM THE MARKET, THE LOSS OF BUSINESS AND DEVELOPMENT OPPORTUNITIES AND THE LOSS OF PROSPECTIVE INVESTMENT IN OTHER PROPERTY. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF SELLER'S ACTUAL DAMAGES AS A RESULT OF BUYER'S DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, AND THE AMOUNT PROVIDED FOR HEREIN IS A REASONABLE ESTIMATE OF SUCH DAMAGES. BY THEIR SIGNATURES BELOW, SELLER AND BUYER SPECIFICALLY ACKNOWLEDGE THEIR ACCEPTANCE AND APPROVAL OF THE FOREGOING LIQUIDATED DAMAGES PROVISION.

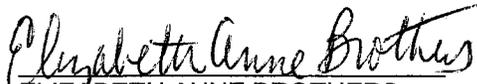
(b) NOTHING CONTAINED IN THIS SECTION 9.1 SHALL SERVE TO WAIVE OR OTHERWISE LIMIT (1) SELLER'S REMEDIES OR DAMAGES FOR CLAIMS OF SELLER AGAINST BUYER WITH RESPECT TO ANY OBLIGATIONS OF BUYER THAT, BY THE TERMS OF THIS AGREEMENT, SURVIVE THE CLOSE OF ESCROW OR ANY TERMINATION OF THIS AGREEMENT BEFORE THE CLOSE OF ESCROW, INCLUDING, WITHOUT LIMITATION, BUYER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 5.3 AND SECTION 10.2, OR (2) SELLER'S RIGHTS TO OBTAIN FROM BUYER ALL COSTS AND EXPENSES OF ENFORCING THE LIQUIDATED DAMAGE PROVISION CONTAINED IN SECTION 9.1(A) ABOVE, INCLUDING ATTORNEYS' FEES AND COSTS PURSUANT TO SECTION 11.11 BELOW.

(c) THE PARTIES AGREE THAT SELLER WOULD SUFFER MATERIAL INJURY OR DAMAGE NOT COMPENSABLE BY THE PAYMENT OF MONEY IF BUYER WERE TO BREACH OR VIOLATE ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTIONS 5.9 AND 11.12 OF THIS AGREEMENT. ACCORDINGLY, NOTWITHSTANDING THE PROVISIONS OF SECTION 9.1(A) ABOVE, IN ADDITION TO ALL OTHER REMEDIES THAT SELLER MAY HAVE, SELLER MAY BRING AN ACTION IN EQUITY OR OTHERWISE FOR SPECIFIC PERFORMANCE TO ENFORCE COMPLIANCE WITH SUCH SECTIONS, OR AN INJUNCTION TO ENJOIN THE CONTINUANCE OF ANY SUCH BREACH OR VIOLATION THEREOF. BUYER AGREES TO WAIVE ANY REQUIREMENT FOR A BOND IN CONNECTION WITH ANY SUCH INJUNCTIVE OR OTHER EQUITABLE RELIEF.

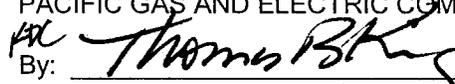
ACKNOWLEDGMENT AS TO ACCEPTANCE OF THE IMMEDIATELY PRECEDING LIQUIDATED DAMAGES PROVISION:

Buyer:


JONATHAN M. BROTHERS,
as joint tenant


ELIZABETH ANNE BROTHERS,
as joint tenant

Seller:

PACIFIC GAS AND ELECTRIC COMPANY

By: ~~Walter R. Rhodes~~ **THOMAS B. KING**
~~Vice President, Strategic Sourcing and Operations Support~~ **PRESIDENT AND CHIEF EXECUTIVE OFFICER**

9.2 Seller's Default. If the sale of the Property under this Agreement shall not be closed because of a default by Seller, Buyer shall have, at its option and as its sole remedies, the following:

(a) The right to pursue specific performance of this Agreement, provided that Buyer waives in writing any right it may have to bring an action for, or assert, any damages against Seller for such default of Seller. In no event shall Buyer be entitled to any damages as a result of a default by Seller under this Agreement.

(b) As an alternative to the remedy provided in Section 9.2(a), the right to terminate this Agreement and receive a return of the Deposit and any interest thereon, whereupon neither party shall have any further rights or obligations hereunder, except those which expressly survive termination.

9.3 Failure of Conditions. If prior to the close of escrow Seller discloses to Buyer or Buyer discovers that (a) title to the Property is subject to defects, limitations or encumbrances other than as shown on the Title Report, or (b) any representation or warranty of Seller contained in this Agreement is, or as of the Closing Date will be, untrue, then Buyer shall, within three (3) days following Buyer's receipt of such information, give Seller written notice of its objection thereto, which objection shall be in writing and shall specifically delineate the reasons therefor. If Buyer fails to furnish Seller with such an objection notice within said three (3) day period, Buyer shall be deemed to have irrevocably waived any right to object to such information, and this Agreement shall continue in full force and effect. However, if Buyer furnishes Seller with such an objection notice within said three (3) day period, Seller may elect by notice to Buyer either (i) to attempt to cure or otherwise remedy Buyer's objection (in which event, Seller may postpone the close of escrow for up to thirty (30) days to effect said cure) or (ii) not to cure or otherwise remedy Buyer's objection. Buyer acknowledges and agrees that Seller shall have no obligation to cure any objection. If Seller is unable or unwilling to cure Buyer's objection and Buyer fails to waive the objection within ten (10) days after notice thereof from Seller, this Agreement will terminate automatically, and, provided that Buyer shall not be in default hereunder, Seller shall promptly direct the Escrow Holder to return the Deposit and any interest thereon to Buyer, whereupon neither party shall have any further rights or obligations hereunder, except those which expressly survive termination.

10. BROKERS.

10.1 Seller. Seller hereby represents and warrants to Buyer that Seller has incurred no obligation to any finder or real estate broker or salesperson with respect to this transaction, and in the event that any contrary claim is made, Seller shall indemnify, defend and hold Buyer harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and costs) with respect to any such additional finder, broker or salesperson. The representations, warranties and covenants of Seller contained in this Section 10.1 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

10.2 Buyer. Buyer hereby represents and warrants to Seller that Buyer has not incurred any obligation to any finder or real estate broker or salesperson with respect to this transaction, and in the event that any contrary claim is made, Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and costs) with respect to any such finder, broker or salesperson. The representations, warranties and covenants of Buyer contained in this Section 10.2 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

11. MISCELLANEOUS.

11.1 Operation of the Property Prior to Closing. During the period from the date of Seller's execution of this Agreement to the close of escrow, Seller shall maintain the Property in the condition in which it exists as of the Effective Date, normal wear and tear excepted, and otherwise act with respect to the Property in accordance with its pre-existing practices as if the Property were not to be sold to Buyer. Seller agrees not to enter into any lease, management agreement or maintenance or service contract, or alter or amend any of the material terms of any such existing agreements during such interim period, without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

11.2 Survival of Seller's Representations and Warranties. The representations and warranties of Seller contained in Sections 6.1 and 10 of this Agreement shall survive the close of escrow and continue for a period of six (6) months thereafter and shall thereupon expire and be of no further force and effect. Any claim for breach of any such representations and warranties must be made within such 6-month period or shall be waived. Notwithstanding the foregoing, in the event Buyer discovers prior to the close of escrow that any representations or warranties made by Seller are untrue or inaccurate, or that Seller failed to make any material disclosures to Buyer regarding the Property (collectively, "Disclosure Defects"), Seller shall bear no liability for such matters, and Buyer shall, as its sole remedy (provided that Seller has not breached an express covenant set forth in this Agreement), elect either to (a) waive such matters and complete the purchase of the Property in accordance with the terms of this Agreement or (b) terminate this Agreement and receive a refund of the Deposit plus all interest accrued thereon. Buyer's consent to the close of escrow in this transaction shall conclusively demonstrate Buyer's waiver of any Disclosure Defects known to Buyer prior to the close of escrow, and Buyer shall not be entitled to make any claim or bring any action for damages against Seller arising out of any Disclosure Defects.

11.3 Time of Essence. Time is of the essence of this Agreement and each and every provision hereof.

11.4 Further Assurances. Each party hereto agrees to execute and deliver to the other party such further documents or instruments as may be necessary or appropriate in order to carry out the intentions of the parties as contained in this Agreement.

11.5 Binding Effect; Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the heirs, successors and assigns of the parties hereto. Notwithstanding the foregoing, Buyer shall have no right to assign its rights and obligations under this Agreement unless (a) Buyer shall obtain the prior written consent of Seller to such assignment, which consent shall not be unreasonably withheld, (b) Buyer shall not then be in default of any of its obligations under this Agreement,

(c) Seller shall have approved the form of assignment, (d) the assignee shall have expressly assumed all of the obligations of Buyer under this Agreement, (e) Buyer shall furnish Seller with evidence acceptable to Seller that the proposed assignee possesses the financial ability to perform Buyer's obligations contemplated by this Agreement, and (f) Buyer shall continue to be primarily liable under this Agreement; provided, however, that Buyer may freely assign its rights and obligations under this Agreement to any parent company, subsidiary or affiliate of Buyer, or to any partnership or other entity to be formed by Buyer for the purpose of acquiring the Property, provided that Buyer shall not be released of its obligations under this Agreement. Buyer agrees to reimburse Seller, within thirty (30) days after demand, for all costs and expenses (including attorneys' fees and costs) incurred by Seller in connection with any assignment of Buyer's interest in this Agreement, whether or not Seller's consent to such assignment is required or obtained, including, without limitation, all costs and expenses (including attorneys' fees and costs) incurred to amend any pending application for approval(s) described in Section 7 above as a result of such assignment. Buyer acknowledges that fees attributable to the work of Seller's in-house attorneys are reimbursable under the preceding sentence, and that such fees shall be calculated as provided in Section 11.11 below. Buyer acknowledges and agrees that Seller shall have the right to assign or otherwise convey its rights and/or obligations under this Agreement and/or with respect to the Property without the consent of Buyer, provided that Seller provides written notice of such assignment or conveyance, and the assignee assumes the remaining obligations of Seller under this Agreement. Said assignee shall be substituted as Seller hereunder and shall be entitled to the benefit of and may enforce Buyer's covenants, representations and warranties hereunder as if such assignee were the original Seller hereunder.

11.6 Severability. If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severable; provided, however, if such unenforceability or invalidity alters the substance of this Agreement (taken as a whole) so as to deny either party, in a material way, the realization of the intended benefit of its bargain, such party may terminate this Agreement within thirty (30) days after the final determination by notice to the other. If such party so elects to terminate this Agreement, then this Agreement shall be terminated, the Deposit, and any accrued interest thereon, shall be returned to Buyer, each party shall pay one-half (1/2) of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination.

11.7 Governing Laws; Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Seller and Buyer agree that the venue of any action, proceeding or counterclaim on any matter whatsoever arising out of or in any way connected with this Agreement shall be in the County of San Francisco, California. The covenants of Seller and Buyer contained in this Section 11.7 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

11.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.9 Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be either personally delivered or transmitted by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or Airborne Express, addressed to the parties as follows:

If to Seller:

Isabel Harris
Pacific Gas and Electric Company
245 Market Street
Mail Code N10A
San Francisco, CA 94105

With a copy to:

Wendy Coleman, Esq.
Law Department
Pacific Gas and Electric Company
77 Beale Street, Mail Code B30A
San Francisco, CA 94105

If to Buyer:

Jonathan M. Brothers and
Elizabeth Anne Brothers
379 North Jefferson Street
Dixon, CA 95620

The date of any notice or communication shall be deemed to be the date of receipt if delivered personally, or the date of the receipt or refusal of delivery if transmitted by mail or overnight courier. Any party may change the address for notice by giving notice to the other party in accordance with this Section 11.9.

11.10 Prior Agreements. This Agreement and the exhibits hereto contain the entire understanding of the parties relating to the subject matter hereto and shall supersede any prior written or oral agreements or communications between the parties pertaining to such subject matter.

11.11 Attorneys' Fees. In the event that any party shall bring an action to enforce its rights under this Agreement, or relating to the interpretation hereof, whether for declaratory or other relief, the prevailing party in any such proceeding shall be entitled to recover from the other party reasonable attorneys' fees and all costs, expenses and disbursements that the prevailing party incurred in connection with such proceeding and any appeal thereof (including, but not limited to, the reasonable costs of discovery, investigation, preparation for trial, professional or expert consultation and testimony). A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. For purposes hereof, the reasonable fees of Seller's in-house attorneys who perform services in connection with any such action are recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by Seller's Law Department. Any such fees and costs incurred prior to judgment, award, or decree may be included in any judgment, award or decree entered in such proceeding in favor of the prevailing party. Any such fees, costs and expenses incurred by the prevailing party in enforcing a judgment, award or decree in its favor shall be recoverable separately from and in addition to any other amount included in such judgment, award or decree. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

11.12 Confidentiality. Neither party shall disclose the terms of this Agreement to any third party without the prior written consent of the other party. It is understood that the confidentiality of the terms hereof is critical to preserve the financial integrity of the Property.

11.13 Limitation on Liability. Buyer expressly agrees that the obligations and liabilities of Seller under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives of Seller. Notwithstanding anything to the contrary, Seller's liability, if any, arising in connection with this Agreement or with the Property shall be limited to Seller's interest in the Property for the recovery of any judgment against Seller, and Seller shall not be personally liable for

any such judgment or deficiency after execution thereon. The limitations of liability contained in this Section 11.13 shall apply equally and inure to the benefit of Seller's present and future officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives, and their respective heirs, successors and assigns.

11.14 Exhibits. The following Exhibits are attached hereto and incorporated by reference into this Agreement:

- Exhibit A - Legal Description of Property
- Exhibit B - Escrow Opening Instructions
- Exhibit C - Joint Escrow Closing Instructions
- Exhibit D - Release and Indemnity Agreement
- Exhibit E - Intentionally Omitted
- Exhibit F - Intentionally Omitted
- Exhibit G - Natural Hazard Disclosure Statement
- Exhibit H - Disclosure Exhibit

11.15 Required Actions of Buyer and Seller. Buyer and Seller agree to take such reasonable actions, including but not limited to acknowledging, delivering or executing instruments and documents, as may be required to effectuate the purposes of this Agreement or to consummate the purchase and sale of the Property as contemplated herein.

11.16 Back-Up Offers. Seller shall have the right to solicit, receive, consider and accept so-called "back-up" offers to purchase the Property.

11.17 Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Agreement as Buyer, the liability of each such individual, corporation, partnership or other business association to perform Buyer's obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Buyer shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

11.18 Mediation. In the event any dispute arises concerning the enforcement and/or interpretation of this Agreement, including, but not limited to, any claim that either party has breached this Agreement, or any dispute concerning Hazardous Substances (as defined in the Release Agreement), the parties agree to attempt initially to settle such claims or disputes in good faith between themselves. Said obligation to discuss settlement of such claims or disputes shall be initiated by written notice of such claim or dispute. Should the parties not settle such claims or disputes within thirty (30) days of the date of mailing of said notice or within such additional time period to which the parties agree in writing (the "Negotiation Period"), the parties agree to submit any such claim or dispute to mediation. The parties shall select a mediator within thirty (30) days of the expiration of the Negotiation Period (the "Selection Period"), either by mutual agreement or, in the absence of agreement on a mediator, by requesting during the Selection Period that the American Arbitration Association in San Francisco, California appoint a mediator. The mediation shall be commenced within thirty (30) days of the selection of a mediator by the parties or the American Arbitration Association. Except as provided herein or by written agreement of the parties, the mediation shall be conducted in San Francisco pursuant to the rules of the American Arbitration Association. Should the dispute be settled in mediation prior to litigation, each party shall bear its own costs and attorney's fees. If the parties are not able to settle the dispute through mediation per this paragraph, each party shall have all remedies entitled to such party by law or at equity. The covenants of Buyer and Seller contained in this Section 11.18 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

SELLER:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

KSC
By: *Thomas B. King*

DR
~~Walter R. Rhodes~~ **THOMAS B. KING**
Vice President, **PRESIDENT AND CHIEF EXECUTIVE OFFICER**
~~Strategic Sourcing and Operations Support~~

Date: _____

APPROVED AS TO FORM:

Walter R. Rhodes 4/12/06
Attorney

BUYER:

Jonathan M. Brothers
JONATHAN M. BROTHERS,
as joint tenant

Elizabeth Anne Brothers
ELIZABETH ANNE BROTHERS,
as joint tenant

Date: 1/30/2006

NOTE: BUYER AND SELLER ARE TO SPECIFICALLY ACKNOWLEDGE THEIR AGREEMENT WITH SECTION 9.1 HEREOF BY PLACING THEIR SIGNATURES WHERE INDICATED BELOW SUCH SECTION.

P.G. & E. CO
COPY

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain real property situated, lying and being in the County of Solano, State of California, described as follows, to wit:

(APN 0113-064-200)

The parcel of land conveyed by the Town of Dixon to Pacific Gas and Electric Company by deed dated August 6, 1928 and recorded in Book 18 of Official Records at page 490, Solano County Records, and therein described as follows:

"Beginning at a point in the southerly boundary line of "D" Street in the said Town of Dixon, distant thereon Eighty Seven (87.0) feet easterly from the easterly boundary line of Adams Street and running thence easterly along the said southerly boundary line of "D" Street Fifty Three (53.0) feet; thence southerly, parallel to the said easterly boundary line of Adams Street, One Hundred Fifty Five (155.0) feet; thence westerly, parallel to the said southerly boundary line of "D" Street fifty three (53.0) feet; thence northerly, parallel to the said easterly boundary line of Adams Street One Hundred Fifty Five (155.0) feet, more or less, to the point of beginning.";

EXCEPTING THEREFROM (i) the parcel of land described in the deed from Pacific Gas and Electric Company to the Whitley Family Living Trust dated April 23, 1992 and recorded in Book 92 of Official Records at page 47753, Solano County Records, and (ii) the parcel of land described in the deed from Pacific Gas and Electric Company to Jonathan Mark Brothers and Elizabeth Anne Brothers, husband and wife, dated April 23, 1992 and recorded in Book 92 of Official Records at page 47754, Solano County Records.

The foregoing legal description of the Property may be subject to errors and omissions. The legal description of the Property shall be confirmed by the title insurer prior to conveyance of the Property to buyer. Any prospective buyer should make its own independent investigation to verify the accuracy of the legal description.

EXHIBIT B

ESCROW OPENING INSTRUCTIONS

Date: 1/30/06

Placer Title Company
21 Towne Square, 2nd Floor
Vacaville, California 95688
Attention: Tiffany Alonzo

Re: Escrow No. 503-3463
PG&E's Dixon Davis Cordelia T/L West C-D Street Property, Solano County, California

Ladies and Gentlemen:

Jonathan M. Brothers and Elizabeth Anne Brothers, husband and wife, as joint tenants, collectively, as Buyer under that certain Standard Purchase and Sale Agreement ("Purchase Agreement") dated _____, 2006, by and between Jonathan M. Brothers and Elizabeth Anne Brothers, husband and wife, as joint tenants, collectively, as Buyer, and Pacific Gas and Electric Company, as Seller, delivers to you herewith (a) three (3) fully executed originals of these Escrow Opening Instructions, (b) a copy of the fully executed Purchase Agreement and (c) a wire transfer/its certified/cashier's check in the amount of One Hundred Forty-Two Dollars (\$142.00) (the "Deposit") to open escrow for the purchase of the following property: PG&E's Dixon Davis Cordelia T/L West C-D Street Property, Solano County, California (the "Property"). Please note the following information regarding the proposed sale of the Property:

1. The Assessor's Parcel No. is 0113-064-200, and SBE No. is 135-48-1C.
2. The Seller is Pacific Gas and Electric Company, 245 Market Street, Mail Code N10A, San Francisco, California 94105, Attention: Isabel Harris.
3. The purchase price of the Property is Two Thousand Eight Hundred Forty Dollars (\$2,840.00).
4. All notices with regard to this escrow should be sent to the Seller at the address above.
5. The Buyer is comprised of two individuals taking title as joint tenants.
6. Closing is scheduled to occur on October 3, 2006.
7. You are hereby instructed to place the Deposit in a federally insured, interest-bearing account to earn interest for the benefit of the party entitled to the Deposit under the Purchase Agreement.
8. You are hereby authorized, without further instruction by Buyer or Seller, except as expressly provided in Section 9 of the Purchase Agreement, to comply with the terms of said Section 9 in the event that the sale of the Property shall not be consummated by reason of a default by Buyer or Seller under the Purchase Agreement. A copy of the relevant provisions of Section 9 of the Purchase Agreement is set forth on Attachment "1" attached hereto.
9. These Instructions may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. We wish to bring to your attention that the Purchase Agreement contains the following provision regarding confidentiality, and you are hereby directed to take all necessary steps to maintain in strict confidence the existence of the Purchase Agreement (except as may be required by law or to perform your duties as escrow agent):

11.12 Confidentiality. Neither party shall disclose the terms of this Agreement to any third party without the prior written consent of the other party. It is understood that the confidentiality of the terms hereof is critical to preserve the financial integrity of the Property.

Please acknowledge your receipt of the Deposit and opening of escrow by executing each copy of these instructions where indicated below, and returning one (1) original of the same to Seller and Buyer at the addresses set forth above.

Very truly yours,

SELLER:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Its: _____

BUYER:



JONATHAN M. BROTHERS,
as joint tenant



ELIZABETH ANNE BROTHERS,
as joint tenant

Date: Jun 20, 2006

RECEIPT AND ACKNOWLEDGMENT

In accordance with the Purchase and Sale Agreement between Pacific Gas and Electric Company, as Seller, and Jonathan M. Brothers and Elizabeth Anne Brothers, husband and wife, as joint tenants, collectively, as Buyer, respecting PG&E's Dixon Davis Cordelia T/L West C-D Street Property Property, Solano County, California, escrow has been opened on _____, 2006, with a deposit in the amount of One Hundred Forty-Two Dollars (\$142.00) by wire transfer/cashier's check/certified check (circle one).

TITLE COMPANY:

PLACER TITLE COMPANY

By: _____

Its: _____

ATTACHMENT "1"

9. DEFAULT.

9.1 Buyer's Default.

(a) IN THE EVENT THAT THE SALE OF THE PROPERTY TO BUYER UNDER THIS AGREEMENT SHALL NOT BE CONSUMMATED BECAUSE OF A DEFAULT BY BUYER, SELLER MAY UNILATERALLY TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING WRITTEN NOTICE TO BUYER AND THE TITLE COMPANY, AS ESCROW HOLDER. THEREUPON, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS UNDER THIS AGREEMENT, AND ESCROW HOLDER IS HEREBY IRREVOCABLY INSTRUCTED BY BUYER AND SELLER TO DISBURSE THE DEPOSIT, PLUS ANY ACCRUED INTEREST THEREON, TO SELLER AS LIQUIDATED DAMAGES. IN ADDITION, ESCROW HOLDER SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, AND ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER. SELLER'S RETENTION OF THE DEPOSIT IS NOT INTENDED AS A FORFEITURE OR A PENALTY, BUT IS INTENDED TO COMPENSATE SELLER FOR DAMAGES IT WILL SUSTAIN BY REASON OF SUCH DEFAULT BY BUYER, INCLUDING DAMAGES RESULTING FROM THE REMOVAL OF THE PROPERTY FROM THE MARKET, THE LOSS OF BUSINESS AND DEVELOPMENT OPPORTUNITIES AND THE LOSS OF PROSPECTIVE INVESTMENT IN OTHER PROPERTY. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF SELLER'S ACTUAL DAMAGES AS A RESULT OF BUYER'S DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, AND THE AMOUNT PROVIDED FOR HEREIN IS A REASONABLE ESTIMATE OF SUCH DAMAGES. BY THEIR SIGNATURES BELOW, SELLER AND BUYER SPECIFICALLY ACKNOWLEDGE THEIR ACCEPTANCE AND APPROVAL OF THE FOREGOING LIQUIDATED DAMAGES PROVISION.

EXHIBIT C

JOINT ESCROW CLOSING INSTRUCTIONS

Date: _____

Placer Title Company
21 Towne Square, 2nd Floor
Vacaville, California 95688
Attention: Tiffany Alonzo

Re: Escrow No. 503-3463
PG&E's Dixon Davis Cordelia T/L West C-D Street Property, Solano County, California

Ladies and Gentlemen:

These shall constitute the Joint Escrow Closing Instructions of Pacific Gas and Electric Company ("PG&E" or "Seller") and Jonathan M. Brothers and Elizabeth Anne Brothers, husband and wife, as joint tenants (collectively, "Buyer") under that certain Standard Purchase and Sale Agreement dated _____, 2006, ("Purchase Agreement") with regard to the following property: PG&E's Dixon Davis Cordelia T/L West C-D Street Property, Solano County, California (the "Property").

1. **Documents and Funds.**

You shall be in a position to close escrow upon fulfillment of all of the conditions set forth below:

1.1 When you have received from the Seller and the Buyer, as indicated below, the following funds and documents:

(a) From the Seller:

(i) A Grant Deed duly executed and acknowledged by Seller conveying the Property to Buyer; and

(ii) Both California and U.S. non-foreign person affidavits ("Affidavits") executed by Seller.

(b) From the Buyer:

(i) The Deposit in the amount of One Hundred Forty-Two Dollars (\$142.00);

(ii) The balance of the Purchase Price in the amount of Two Thousand Six Hundred Ninety-Eight Dollars (\$2,698.00);

(iii) The Release and Indemnity Agreement in the form attached as Exhibit D to the Purchase Agreement ("Release Agreement"), duly executed and acknowledged by Buyer; and

(iv) Any additional funds required to pay Buyer's share of closing costs and prorations.

1.2 The Title Company shall be prepared to issue to Buyer title insurance coverage in accordance with Section 4.4 of the Purchase Agreement.

1.3 You have received telephonic confirmation from Buyer's and Seller's counsel that all of the conditions to the close of escrow to be fulfilled outside of this escrow have been fulfilled to the satisfaction of Buyer and Seller.

1.4 Upon satisfaction of the foregoing conditions, you are to inform Buyer's and Seller's counsel by telephone that all such conditions have been satisfied.

2. **Special Note: Real Property Taxes.**

Real property owned by PG&E is assessed by the California State Board of Equalization and not by the County Assessor. Property is assessed as of January 1 in each year and the tax becomes a lien on the property as of January 1 for the subsequent July 1 - June 30 tax year. Property will not be removed from the state tax rolls to the county tax rolls until the tax year following the one in which title to the property is transferred. **Therefore, if this escrow closes between January 1 and June 30, you are instructed to collect from Buyer its pro rata share of taxes for the current tax year AND the entire amount of the tax for the tax year beginning on the July 1 immediately following the close of escrow. If escrow closes between July 1 and December 31, you are instructed to collect from the Buyer its pro rata share of the taxes for the current tax year only.** PG&E has undertaken directly with the Buyer to pay property taxes due and payable for the tax years for which PG&E has collected funds from the Buyer.

3. **Steps to Close Escrow.**

When you are in a position to close escrow, you shall proceed as follows:

3.1 Record the Grant Deed and instruct the Solano County Recorder to deliver the original Grant Deed to Buyer after recording;

3.2 Record the Release Agreement and instruct the Solano County Recorder to deliver the original Release Agreement to Seller after recording;

3.3 Charge the respective accounts of Buyer and Seller for recording fees, filing fees, real property conveyance or documentary transfer taxes, title insurance premiums, notary fees, escrow fees and other costs and proration in accordance with Sections 3.4 and 3.5 of the Purchase Agreement;

3.4 Pay to or for the account of Seller the amount of the Purchase Price, plus the prorated real property taxes for the current tax year and, if applicable, all of the real property taxes for the following tax year, and less any closing costs and proration agreed to by Seller and in the manner directed by Seller;

3.5 Deliver conformed copies of the Grant Deed and Release Agreement with the recording information thereon, to each of Buyer and Seller;

3.6 Deliver the Affidavits to Buyer;

3.7 Deliver final escrow settlement statements to Buyer and Seller; and

3.8 Comply with any additional supplemental instructions submitted by Buyer or Seller, which are not inconsistent with these instructions.

4. **Miscellaneous.**

4.1 These instructions may not be modified except in writing executed by the undersigned or the party to be charged. If this escrow is not in a position to close by 8:00 o'clock a.m. on October 3, 2006, then you are to hold all documents and funds until further instructed by the undersigned.

4.2 These instructions may be executed in counterparts, and when taken together, the counterparts shall constitute one set of escrow instructions.

4.3 If you have any questions regarding these instructions, please contact the undersigned.

If you agree to be bound by these instructions, please acknowledge the enclosed two copies of these instructions and return one copy each to Buyer and Seller.

Very truly yours,

SELLER:

Date: _____, _____

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Its: _____

Date: _____, _____

BUYER:


JONATHAN M. BROTHERS,
as joint tenant


ELIZABETH ANNE BROTHERS,
as joint tenant

RECEIPT AND ACKNOWLEDGMENT:

PLACER TITLE COMPANY

By: _____

Its: _____

EXHIBIT D

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

ISABEL HARRIS
PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street
Mail Code N10A
San Francisco, CA 94105

RELEASE AND INDEMNITY AGREEMENT

THIS RELEASE AND INDEMNITY AGREEMENT ("**Agreement**"), dated as of _____, 2006, executed by JONATHAN M. BROTHERS and ELIZABETH ANNE BROTHERS, husband and wife, as joint tenants (collectively, "**Buyer**") in favor of PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Seller**"), is entered into with reference to that certain Standard Purchase and Sale Agreement dated _____, 2006, by and between Buyer and Seller (the "**Purchase Agreement**"), pursuant to which Buyer is acquiring from Seller that certain real property described on **Attachment A** hereto and made a part hereof, and other Property more particularly described in the Purchase Agreement. Unless otherwise stated herein, all capitalized words herein shall have the meaning ascribed to them in the Purchase Agreement.

In consideration of, and as a material inducement to, Seller's sale of the Property to Buyer and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer hereby agrees as follows:

1. **Definitions.** The following terms have the meanings ascribed to them below for purposes of this Agreement:

1.1 "**Electromagnetic Fields**" or "**EMFs**" means electric and magnetic fields, electromagnetic fields, electromagnetic radiation, power frequency fields and extremely low frequency fields, howsoever designated, whether emitted by electric transmission lines, other electrical distribution equipment or by any other means.

1.2 "**Environmental Requirements**" means all applicable present and future laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, judicial, administrative and regulatory decrees, directives and judgments of all governmental agencies, departments, commissions and boards, relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, including, without limitation, all requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of Hazardous Substances, whether solid, liquid or gaseous in nature, into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, whether solid, liquid or gaseous in nature.

1.3 "**Hazardous Substances**" means any hazardous or toxic material or waste that is or becomes regulated by any local governmental authority, the State of California or the United States Government under any Environmental Requirements. For purposes of this Agreement, Hazardous Substances include, without limitation, any material or substance:

(a) now or hereafter defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste" or "toxic substance" or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) ("CERCLA"); the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Clean Water Act (33 U.S.C. §§1251 et seq.); the Safe Drinking Water Act (33 U.S.C. § 300f et seq.); the River and Harbors Act of 1899 (33 U.S.C. §§ 401 et seq.); the National Emission Standard for Hazardous Air Pollutants for Asbestos (40 C.F.R. §§ 61.140 et seq.), the OSHA Construction Standard (29 C.F.R. §§ 1926.1001 et seq.); the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); the Oil Pollution Act (33 U.S.C. § 300f et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§136 et seq.); the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.); the Atomic Energy Act of 1954, (42 U.S.C. §§2014 et seq.); the Nuclear Waste Policy Act of 1982 (42 U.S.C. §§10101 et seq.); the Medical Waste Management Act (Cal. Health and Safety Code §§25015 et seq.); the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13020 et seq.); the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Cal. Health and Safety Code §§25300 et seq.); the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 et seq.); and all rules and regulations of the United States or California Environmental Protection Agency or any successor agency, or any other state or federal department, board or agency, or any other agency or governmental board or entity having jurisdiction, as any of the foregoing have been, or are hereafter amended from time to time; or

(b) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any State of the United States or any political subdivision thereof; or which cause, or are listed by the State of California as being known to the State of California to cause, cancer or reproductive toxicity; or

(c) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons or to the environment; or

(d) that contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(e) that contains lead-based paint or other lead contamination, polychlorinated biphenyls ("PCBs") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(f) that contains radon gas.

1.4 **"Remediation"** refers to the process of, and all work and planning performed in connection with, the investigation, testing for, monitoring, remediation, containment, transportation, removal and disposal or recycling of Hazardous Substances and containers of Hazardous Substances from the Property and any other property to which Hazardous Substances originating on the Property have migrated ("**Other Property**"), and the repair and restoration of the Property and Other Property, regardless of whether such actions are required by Environmental Requirements.

2. **Generally.** It is the intent of the parties that Buyer shall (as between Seller and Buyer) bear all responsibility, cost and risk of Hazardous Substances and EMFs existing on the Property or Other Property, whether prior to and/or after the close of escrow, and the parties have taken this into account in establishing the Purchase Price for the Property. To ensure that Buyer understands the risks inherent in Buyer's execution of this Agreement, Seller has strongly advised Buyer to investigate the condition and suitability of all aspects of the Property and all matters affecting the value or desirability of the Property, including, without limitation, potential environmental hazards arising from the presence of Hazardous

Substances or EMFs on, under, about, adjacent to or affecting the Property. Buyer hereby acknowledges and confirms that it has been afforded the opportunity to, and has, as of the date hereof, performed all environmental inspections, tests and studies, including, without limitation, invasive testing and/or groundwater sampling on, under, about or adjacent to the Property, which Buyer and its environmental consultants and engineers have deemed necessary to assess the condition of the Property and to assume the risk of the release and indemnity provided for in this Agreement.

3. Release.

3.1 Buyer, for itself, and for any future owners of all or a part of the Property, and each of their respective predecessors, successors, assigns, licensees, officers, directors, employees, agents, partners, shareholders, transferees, parent and subsidiary corporations, legal representatives, heirs, beneficiaries, executors and administrators (together with Buyer, the "**Releasing Parties**") hereby fully and forever releases, exonerates, discharges and covenants not to sue Seller and/or each and all of its past, present and future officers, directors, partners, employees, agents, representatives, shareholders, attorneys, affiliates, parent and subsidiary corporations, divisions, insurance carriers, heirs, legal representatives, beneficiaries, executors, administrators, predecessors, transferees, successors (including, without limitation, lenders who become successors-in-title) and assigns (hereinafter "**Released Parties**") of, from and for any and all losses (including diminution in the value of the Property and other consequential damages), costs, claims, demands, actions, suits, orders, causes of action, obligations, controversies, debts, expenses, accounts, damages, judgments and liabilities of whatever kind or nature, and by whomsoever asserted, in law, equity or otherwise (each a "**Claim**" and, collectively, "**Claims**") that the Releasing Parties or the Property may suffer or claim to suffer, based in whole or in part on the presence, or threatened or suspected presence, generation, processing, use, management, treatment, storage, disposal, Remediation, transportation, recycling, emission or release or threatened emission or release, whether in the past, present or future, of any Hazardous Substances or EMFs on, about, adjacent to or affecting the Property.

3.2 Buyer represents and warrants to Seller that it is the sole and lawful owner of all right, title and interest in and to every Claim that Buyer purports to release herein, and that it has not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm, association, corporation or other entity, any right, title or interest in any such Claim. In the event that such representation is false, and any such Claim is asserted against any of the Released Parties, by any party or entity who is the assignee or transferee of such Claim, then Buyer shall fully indemnify, defend and hold harmless the Released Party against whom such Claim is asserted from and against such Claim and from all actual costs, fees, expenses, liabilities and damages that that party incurs as a result of the assertion of such Claim.

4. Indemnity.

4.1 Buyer agrees and covenants, at its sole cost and expense, to indemnify, protect, defend by counsel approved by Seller, and hold the Released Parties harmless, from and against any and all Claims (including, without limitation, the payment of damages, both actual and consequential, the payment of the actual fees and expenses of experts, attorneys and others and the payment of "response costs" under CERCLA or any other Environmental Requirements) arising from or relating, in whole or in part, to (a) any violation of the Environmental Requirements including, without limitation, attorneys' fees and consultants' fees, investigation and laboratory fees, court costs and other litigation expenses with respect to the Property; (b) any lawsuit brought or threatened, settlement reached, or government order relating to any Hazardous Substances on, about, adjacent to or affecting the Property; (c) the use, generation, refining, manufacture, transportation, transfer, production, processing, storage, handling or treatment of any Hazardous Substances on, under, from, or affecting the Property or Other Property; (d) the presence, disposal, dumping, escape, seepage, leakage, spillage, discharge, emission, pumping, emptying, injecting, leaching, pouring, release or threatened release of any Hazardous Substances on, under, from or affecting the Property or any Other Property; (e) any Remediation of any Hazardous Substances on, under, about or affecting the Property or any Other Property to the extent required by any

Environmental Requirements; or (f) any personal injury (including wrongful death) or property damage (real or personal) resulting from any Hazardous Substances on, under, from or affecting the Property or any Other Property.

4.2 The purpose of the foregoing indemnity is to protect Seller and the other Released Parties from expenses and obligations related to Hazardous Substances on the Property and the other Property to the fullest extent permitted by law. The Buyer's obligation to defend includes, but is not limited to, the obligation to defend claims and participate in administrative proceedings, even if they are false or fraudulent. Buyer understands and agrees that its liability to Seller shall arise upon the earlier to occur of (a) the discovery of, or the threat or suspected presence of, any Hazardous Substances on, under, about or adjacent to or affecting the Property, whether or not the United States Environmental Protection Agency, any other federal agency or any state or local environmental or other agency or political subdivision or any court, administrative panel or tribunal has taken or threatened any action in connection with the presence, or threatened or suspected presence, of any Hazardous Substances or (b) the institution of any Claims, and not upon the realization of loss or damage.

5. **Statutory Waiver.** Buyer acknowledges that it may hereinafter discover facts different from or in addition to those that it now knows or believes to be true with respect to the matters which are the subject of this Agreement, and agrees that this Agreement shall remain in effect in all respects, notwithstanding the discovery of such different or additional facts. In addition, Buyer understands and agrees that its agreements and covenants contained in this Agreement extend to all claims of any nature and kind, known or unknown, suspected or unsuspected, based in whole or in part on facts existing in the past or as of the date hereof, and in that regard, Buyer acknowledges that it has read, considered and understands the provisions of Section 1542 of the California Civil Code which reads as follows:

Section 1542. General Release

A general release does not extend to claims which a creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Based upon the advice of its counsel, Buyer knowingly and voluntarily waives and relinquishes any and all rights that it may have under Section 1542 as well as under the provisions of all comparable, equivalent, or similar statutes and principles of common law or other decisional law of any and all states of the United States or of the United States. Buyer understands and acknowledges the significance and consequences of this waiver and hereby assumes the risk of any injuries, losses or damages that may arise from such waiver.

Buyer:



JONATHAN M. BROTHERS, as
joint tenant



ELIZABETH ANNE BROTHERS, as
joint tenant

6. **Notice by Buyer.** Buyer shall promptly notify Seller of any notice of potential liability for costs of Remediation, and following such notification (or the determination by Seller of its potential liability for such costs) provide such information and reports with respect to such potential liability and the status of Hazardous Substances or EMFs on the Property or Other Property as Seller shall reasonably request.

7. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller as follows:

7.1 Buyer has in all respects voluntarily and knowingly executed this Agreement.

7.2 Buyer has had an opportunity to seek and has sought independent legal advice from attorneys of his or its choice with respect to the advisability of executing this Agreement.

7.3 Buyer has made such investigation of the facts pertaining to this Agreement as it deems necessary.

7.4 The terms of this Agreement are contractual and are the result of negotiation between Buyer and Seller.

7.5 This Agreement has been carefully read by Buyer and the contents hereof are known and understood by Buyer.

8. **Mediation.** In the event any dispute arises concerning the enforcement and/or interpretation of this Agreement, including, but not limited to, any claim that either party has breached this Agreement, or any dispute concerning Hazardous Substances, the parties agree to attempt initially to settle such claims or disputes in good faith between themselves. Said obligation to discuss settlement of such claims or disputes shall be initiated by written notice of such claim or dispute. Should the parties not settle such claims or disputes within thirty (30) days of the date of mailing of said notice or within such additional time period to which the parties agree in writing (the "Negotiation Period"), the parties agree to submit any such claim or dispute to mediation. The parties shall select a mediator within thirty (30) days of the expiration of the Negotiation Period (the "Selection Period"), either by mutual agreement or, in the absence of agreement on a mediator, by requesting during the Selection Period that the American Arbitration Association in San Francisco, California appoint a mediator. The mediation shall be commenced within thirty (30) days of the selection of a mediator by the parties or the American Arbitration Association. Except as provided herein or by written agreement of the parties, the mediation shall be conducted in San Francisco pursuant to the rules of the American Arbitration Association. Should the dispute be settled in mediation prior to litigation, each party shall bear its own costs and attorney's fees. If the parties are not able to settle the dispute through mediation per this paragraph, each party shall have all remedies entitled to such party by law or at equity.

9. **Miscellaneous.**

9.1 Buyer acknowledges (a) this Agreement is the result of extensive good faith negotiations between Buyer and Seller through their respective counsel, (b) Buyer's counsel has carefully reviewed and examined this Agreement before execution by Buyer, and (c) any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

9.2 In the event that any party shall bring an action to enforce its rights under this Agreement, or relating to the interpretation hereof, whether for declaratory or other relief, the prevailing party in any such proceeding shall be entitled to recover from the other party reasonable attorneys' fees and all costs, expenses and disbursements that the prevailing party incurred in connection with such proceeding and any appeal thereof (including, but not limited to, the reasonable costs of discovery, investigation, preparation for trial, professional or expert consultation and testimony). A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. For purposes hereof, the reasonable fees of Seller's in-house attorneys

who perform services in connection with any such action are recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by Seller's Law Department. Any such fees and costs incurred prior to judgment, award, or decree may be included in any judgment, award or decree entered in such proceeding in favor of the prevailing party. Any such fees, costs and expenses incurred by the prevailing party in enforcing a judgment, award or decree in its favor shall be recoverable separately from and in addition to any other amount included in such judgment, award or decree. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

9.3 This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of Buyer and Seller. No transfer of an interest in the Property or this Agreement by Buyer or its assignees shall operate to relieve Buyer of its obligations hereunder.

9.4 The failure of Seller to insist upon strict compliance with any of the terms hereof shall not be considered to be a waiver of any of such terms, nor shall it militate against the right of Seller to insist upon strict compliance herewith at any later time.

9.5 This Agreement shall not constitute or be construed as an admission of liability or fact by Seller for any purpose whatsoever.

9.6 Buyer shall execute, acknowledge and deliver to Seller all documents, and shall take all actions reasonably required by Seller from time to time to confirm or effect the matters set forth herein, or otherwise to carry out the purposes of this Agreement.

9.7 The representations, warranties, covenants, and agreements of Buyer contained in this Agreement shall survive the close of escrow and the delivery of all the documents referenced in the Purchase Agreement.

9.8 Time is of the essence of this Agreement.

9.9 This Agreement shall be governed by the laws of the State of California. Seller and Buyer agree that the venue of any action, proceeding or counterclaim on any matter whatsoever arising out of or in any way connected with this Agreement shall be in the County of San Francisco, California.

9.10 Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, and the validity of the remainder shall remain unaffected.

9.11 This Agreement sets forth the entire understanding of Buyer and Seller in connection with the subject matter hereof, and Buyer acknowledges that Seller has made no statement, representation or warranty relating to the Property or any Other Property upon which Buyer has relied or that acted as an inducement for Buyer to enter into this Agreement. Buyer's obligations under this Agreement may not be altered or amended in any respect except by a writing executed by both Buyer and Seller.

IN WITNESS WHEREOF, Buyer has caused this Agreement to be duly executed as of the date first written above.

Buyer: 

JONATHAN M. BROTHERS, as
joint tenant



ELIZABETH ANNE BROTHERS, as
joint tenant

ATTACHMENT A
LEGAL DESCRIPTION

All that certain real property situated, lying and being in the County of Solano, State of California, described as follows, to wit:

(APN 0113-064-200)

The parcel of land conveyed by the Town of Dixon to Pacific Gas and Electric Company by deed dated August 6, 1928 and recorded in Book 18 of Official Records at page 490, Solano County Records, and therein described as follows:

“Beginning at a point in the southerly boundary line of “D” Street in the said Town of Dixon, distant thereon Eighty Seven (87.0) feet easterly from the easterly boundary line of Adams Street and running thence easterly along the said southerly boundary line of “D” Street Fifty Three (53.0) feet; thence southerly, parallel to the said easterly boundary line of Adams Street, One Hundred Fifty Five (155.0) feet; thence westerly, parallel to the said southerly boundary line of “D” Street fifty three (53.0) feet; thence northerly, parallel to the said easterly boundary line of Adams Street One Hundred Fifty Five (155.0) feet, more or less, to the point of beginning.”;

EXCEPTING THEREFROM (i) the parcel of land described in the deed from Pacific Gas and Electric Company to the Whitley Family Living Trust dated April 23, 1992 and recorded in Book 92 of Official Records at page 47753, Solano County Records, and (ii) the parcel of land described in the deed from Pacific Gas and Electric Company to Jonathan Mark Brothers and Elizabeth Anne Brothers, husband and wife, dated April 23, 1992 and recorded in Book 92 of Official Records at page 47754, Solano County Records.

The foregoing legal description of the Property may be subject to errors and omissions. The legal description of the Property shall be confirmed by the title insurer prior to conveyance of the Property to buyer. Any prospective buyer should make its own independent investigation to verify the accuracy of the legal description.

EXHIBIT E
INTENTIONALLY OMITTED

EXHIBIT F
INTENTIONALLY OMITTED

EXHIBIT G
NATURAL HAZARD DISCLOSURE STATEMENT
[SEE ATTACHED]



Commercial Natural Hazard Disclosure Report

Property Address: 379 N Jefferson St,
Dixon, Solano County, CA 95620

APN: 0113 064 20 0
Date: 10/13/2005
Report Number:

2005101300068

SELLER(S) ACKNOWLEDGEMENT AND DISCLOSURES

This section is provided for the Seller's convenience in providing certain disclosures that may be applicable to the property and this transaction. This section is to be completed by the seller or their agent and provided to the purchaser. The following disclosures are provided by:

Seller or Seller(s) Agent _____ Date _____

Seller or Seller(s) Agent _____ Date _____

Seller Disclosure – Earthquake Safety

This structure was built prior to 1975 and has walls of (i) pre-cast (e.g. tilt-up) concrete or reinforced masonry together with wood frame floors or roofs or is constructed of (ii) un-reinforced masonry

Yes _____ No _____ Do not know _____

If (1) the improvements on the property were constructed prior to 1975, and (2) said improvements include structures with (i) pre-cast (e.g. tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs or (ii) un-reinforced masonry walls, Buyer must be provided with a copy of the *Commercial Property Owner's Guide to Earthquake Safety (copy included with this report)* published by the California Seismic Safety Commission (California Government Code §8893 et seq.). This booklet explains that owners of un-reinforced masonry buildings in Seismic Zone 4 (most of California) who have received notice that their buildings have load-bearing un-reinforced masonry walls must post their buildings with signs warning that they may be unsafe in an earthquake (California government Code §8875.8). This information is provided by the Seller or Broker. JCP has not validated this information in any way and takes no responsibility for its accuracy.

Seller Disclosure – Water Heater Bracing Installation

Yes _____ No _____ Do not know _____ No Free Standing Water Heater _____

If the property contains one or more water heaters, Seller is required by California Health and Safety Code §19211 to certify to the Buyer that all such water heaters have been braced, strapped and/or anchored in accordance with law. This water heater bracing installation information is provided by the Seller or Broker. JCP has not validated this information in any way and takes no responsibility for its accuracy.

Seller Disclosure – Title Insurance is provided by the Purchase Agreement.

Yes _____ No _____ Do not know _____

This Title Insurance information is provided by the Seller or Broker. JCP has not validated this information in any way and takes no responsibility for its accuracy. In the event that the Purchase Agreement does not at present provide that title insurance will be obtained, Buyer is strongly urged to consider purchasing such insurance, and, in accordance with California civil Code §1057.6, is advised as follows:

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

END SELLER'S DISCLOSURES. BEGIN REPORT RECEIPT AND ADDITIONAL THIRD PARTY DISCLOSURES

BUYER(S) ACKNOWLEDGEMENT

(WE) HAVE READ AND UNDERSTOOD THE ABOVE SELLER'S DISCLOSURES AS WELL AS THE NATURAL HAZARD, MILITARY ORDNANCE, AND AIRPORT INFLUENCE AREA DISCLOSURES, AND MOLD ADVISORY CONTAINED IN THIS REPORT.

Signature of Buyer

Date

Signature of Buyer

Date



Commercial Natural Hazard Disclosure Report

Property Address: 379 N Jefferson St,
Dixon, Solano County, CA 95620

APN: 0113 064 20 0
Date: 10/13/2005
Report Number:

2005101300068

NATURAL HAZARD DISCLOSURES

THE SUBJECT REAL PROPERTY LIES WITHIN THE FOLLOWING AREA(S):

1. A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency.
Yes _____ No X Do not know and information not available from local jurisdiction _____

JCP determination based on the officially adopted maps:

NOT in a Special Flood Hazard Area. Located in Zone "C." Lenders are not federally required to have homeowners purchase and maintain flood insurance for property in this zone designation.

2. AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.
Yes X No _____ Do not know and information not available from local jurisdiction _____

JCP determination based on the officially adopted maps:

In an Area of Potential Flooding Caused By Dam Failure according to the maps adopted by The State of California Office of Emergency Services. Refer to the explanation section below for more information on this zone.

3. A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.
Yes _____ No X

JCP determination based on the officially adopted maps:

NOT in an area of Very High Fire Hazard Severity Zone as defined on the State level maps (Gov. Code 51178). A local agency may exclude or include additional fire zones at their option. Concerned parties should contact their local fire services for more information.

4. A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISK AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the State's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.
Yes _____ No X

JCP determination based on the officially adopted maps:

NOT in an official State Responsibility Area. Fire protection services for structures in this area are provided by local fire departments.



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5. AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.

Yes No

JCP determination based on the officially adopted maps:

NOT in an official Earthquake Fault Zone. There are no mapped active fault traces on the property. See the Alquist-Priolo Earthquake Fault explanation section for additional information.

6. A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.

Yes (Landslide Zone) Yes (Liquefaction Zone)
No Map not yet released by state

JCP determination based on the officially adopted maps:

In an area not included on the current inventory of Official Seismic Hazard Maps. Maps may become available for this area in the future. For more information on this Act or when maps may become available, contact the California Geological Survey or visit their website at <http://www.consrv.ca.gov/dmg/shezp/>.

7. County Level Geologic and Seismic Zone Information

Based on the officially adopted natural hazard maps in the County's General Plan, the site is:

Located in an area of Prime Agricultural Soils with High Water Tables-Subject to Liquefaction as shown on the adopted General Plan maps used in this report. This zone designation is considered a geologic hazard area. Also located in Slope Instability Zone 1-2. See the County Geologic Zones Explanation included with this report for more information.

8. City Level Geologic Hazard Zone Determination

Based on the officially adopted natural hazard maps in the City's General Plan, the site is:

Located in either an unincorporated area or does not have officially adopted mapped information available at this time from which a geologic determination can be made.



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Other Risk Exposures

The descriptions, explanations and natural hazard disclosures provided in this report are not intended to be full and complete disclosures of all possible hazards and their effects to the Buyer and/or the property. Identified natural hazards and any others that may exist but are not addressed in this report may limit the ability to develop the real property, to obtain insurance, or to receive assistance after a disaster. In the event this document indicates the property is affected by one or more natural hazards, buyer(s) and seller(s) are advised to:

1. Review the applicable laws in their entirety.
2. Seek advice of counsel as to any legal consequences of the disclosed items.
3. Retain appropriate consultants to review and investigate the impact of said disclosures. On-site inspections and/or due diligence assessments by appropriately licensed engineers and experts are recommended prior to completing a real estate, loan, or insurance transaction.

EXPLANATIONS OF HAZARD ZONES

SPECIAL FLOOD HAZARD AREA

Property in a Special Flood Hazard Area "A" or "V" is subject to flooding in a "100-year rainstorm." Federally connected lenders are required to have homeowners maintain flood insurance in these zones. A 100-year flood occurs on average once every 100 years, but may not occur in 1,000 years or may occur in successive years. Other types of flooding, such as dam failure, are not considered in developing these zones. In some cases, the insurance requirement may be waived or modified by obtaining a "Letter of Map Revision" (LOMR) or "Letter of Map Amendment" (LOMA) from the Federal Emergency Management Agency (FEMA). This might be possible where flooding is shallow and fill was placed on the site, appropriate flood control measures were taken, or only the lot and no part of the structure is in the zone. Contact FEMA directly for more information. Flood insurance for properties in Zones B, C, X or D is available but is not required.

Zones A, AO, AE, AH, A1-A30: Area of "100-year" flooding - a 1% or greater chance of annual flooding.

Zones V, V1-V30: Area of "100-year" flooding in coastal (shore front) areas subject to wave action.

Zone B: Area of moderate flood risk. These are areas between the "100" and "500" year flood-risk levels.

Zones X: An area of moderate to minimal flood risk

Zones C, D: NOT IN an area of "100-year" flooding. Area of minimal (Zone C) or undetermined (Zone D) flood hazard.

AREA OF POTENTIAL FLOODING (DAM FAILURE)

These areas are subject to potential flooding in the event of a sudden and total failure of a dam and injury could occur as a result. Most areas are defined assuming an instantaneous dam failure with a full reservoir. However, dams rarely fail instantaneously and reservoirs are not always filled to capacity. Not all dams in the state have inundation zones mapped. There may be exceptional conditions where such a map was not required by the OES; therefore, the zones are not delineated.

VERY HIGH FIRE HAZARD SEVERITY ZONE (VHFHSZ)

VHFHSZs are defined by the California Department of Forestry and Fire Protection (CDF) and local fire authorities in "Local Responsibility Areas" where fire suppression is the responsibility of a local fire department. In these zones properties may have a higher risk for fire damage and are required to have a "Class A" roof for new construction or replacement of existing roofs. In addition, the property must be maintained in a fire-resistant condition through adequate vegetation clearance around and above the structure, spark screens on chimneys and stovepipes, leaf removal from roofs, and other basic fire-safety practices. Contact your fire department for a complete list of requirements and exceptions.



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WILDLAND FIRE AREA (STATE RESPONSIBILITY AREA)

A wildland area where the CDF's fire protection services are responsible for suppressing fires is called a "State Responsibility Area" (SRA). These are generally rural areas where a significant wildland fire potential exists. Unless the county has assumed the fire suppression responsibility or has an agreement with a local fire agency, property owners in an SRA are responsible for organizing structural fire protection services. Such information is not available on maps; therefore, it can't be provided here. For very isolated properties with no local fire services there may be significant fire risk or only seasonal fire services. Property owners in an SRA are required to maintain adequate vegetation clearance around and above the structure, spark screens on chimneys and stovepipes, and other basic fire-safety practices. Contact your fire department for a complete list of requirements and exceptions.

EARTHQUAKE FAULT ZONE

Earthquake Fault Zones are delineated and adopted by California as part of the Alquist-Priolo Earthquake Fault Zone Act of 1972. Property in an Earthquake Fault Zone does not necessarily have a fault trace existing on the site. Earthquake Fault Zones are areas or bands delineated on both sides of known active earthquake faults. In some places, the zones are more than one-quarter of a mile wide. The potential for "fault rupture" damage (ground cracking along the fault trace) is relatively high only if a structure is located directly on a fault trace. If a structure is not on a fault trace, shaking will be the primary effect of an earthquake. During a major earthquake, shaking will be strong in the vicinity of the fault and may be strong at some distance from the fault depending on soil and bedrock conditions. It is generally accepted that properly constructed wood-frame houses are resistant to shaking damage.

SEISMIC HAZARD MAPPING ACT ZONE

Seismic Hazard Zone maps delineate areas subject to earthquake hazards. New development in a Seismic Hazard Zone is only permitted if it can be shown that mitigation makes the site acceptably safe. Maps are only available for limited areas now, but will eventually cover all of California. The hazards addressed are or will be: liquefaction, enhanced ground shaking, earthquake induced landslides, and various other ground failures. The first release of maps only addresses liquefaction and/or landslide zones.

Liquefaction Hazard Zones are areas where there is a potential for, or an historic occurrence of liquefaction. Liquefaction is a rare soil phenomenon that can occur when loose, water saturated, fine-grained sands, and silty sands that lie within 50 feet of the ground surface, are shaken in a significant earthquake. The soil temporarily becomes liquid-like and structures may settle unevenly.

Earthquake-Induced Landslide Hazard Zones are areas where there has been a recent landslide, or where the local slope, geological, geotechnical, and ground moisture conditions indicate a potential for landslides as a result of earthquake shaking.



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SOLANO COUNTY GEOLOGIC ZONES DISCUSSION

The County of Solano, separately from the State and Federal governments, has officially produced a map to delineate potential slope instability hazards that are recognized at the local level. Those hazard maps are incorporated into the Seismic Safety section of the General Plan, adopted by the County Board of Supervisors in 1977. The local-level disclosure in this JCP report was based on the following official County map(s): "Seismic and Geological Hazards Map", "Flood Hazard Map", and "Slope Stability Categories Map" prepared by Sedway/Cooke (incorporated by reference into the General Plan).

The hazard zones delineated on the above map source, in addition to the statutorily-required State and Federal hazard maps, are typically considered by the County when approving land use and development permit applications under County jurisdiction. Additional maps exist in the General Plan and other maps, including updated versions of the above-referenced map(s), may exist in the files of specific County departments. Those additional map sources were not consulted for this JCP disclosure because parcel-level details cannot be resolved at the scale and quality of the available official map, or the map is inappropriate for application to this report, or the map has not yet been officially adopted and incorporated into the County's Safety Element. As mapping technology advances, JCP later may determine that some additional map sources become usable for parcel-level disclosure. The County map defines five zones representing the average slope stability conditions for an area. The mapped County hazard zones represent evaluations of generalized hazard information. Any specific site within a mapped "Slope Instability Zone" could be at less or more relative risk than is indicated by the zone designation. If a site-specific evaluation is desired, JCP recommends that a geotechnical consultant be retained to study the site and issue a report.

The official County-level information addresses the potential geologic and seismic hazards itemized below:

FAULT

Active Fault Zones represent areas that contain faults which have been active either during historic or Holocene (the last 11,000 years) times. These zones may or may not coincide with state of California Earthquake Fault Zones. If a property is located in this zone, it does not necessarily mean that an active fault trace is on or near the property. It does mean that the risk of fault rupture is greater in this zone than in other zones defined by the County. For further discussion of active faults, see the section on Earthquake Fault Zones above.

Potentially Active Fault Zones represent areas that may contain "potentially active" faults. These faults have been active sometime within the last 1.6 million years, but have had no recent historical activity. Some faults are included in this category, as well, when it cannot be determined accurately whether the fault is active or potentially active; the Franklin, Southhampton, northern extension of the Green Valley, Vaca Valley, Midland, Lagoon Valley, and Kirby Hills Faults fall into this category.

LIQUEFACTION POTENTIAL

Liquefaction is a liquid-like condition of the soil that sometimes occurs during strong earthquake shaking where groundwater is close to the surface and the subsurface materials are loose and lack cohesion. These factors can combine to produce liquefaction only in certain areas, and only during strong earthquake shaking.

SLOPE INSTABILITY ZONE

Slope Instability Zones 1-2: Represents areas of 0-15% slope gradient that are not underlain by known landslide deposits. Although generally stable, locally steep slopes (such as along water courses) may be susceptible to slope failure.

Slope Instability Zone 3: Zone 3 represents areas of greater than 15% slope that are not underlain by landslide deposits; however, this zone may include small unmapped landslides or small areas of unstable bedrock.

Slope Instability Zone 4: Zone 4 represents areas of greater than 15% slope that are underlain by bedrock units that are highly susceptible to landsliding, but which are not underlain by landslide deposits.

Slope Instability Zone 5: Zone 5 represents areas of 0-90% slope that are underlain by, or are immediately adjacent to, landslide deposits

TSUNAMI

Tsunamis (often called "tidal waves") are large ocean waves generated by large undersea earthquakes. A tsunami exists as a threat primarily to low-elevation coastal areas, but such damaging waves are uncommon.

DAM INUNDATION

Dam Failure Inundation Areas were defined using the assumption of an instantaneous dam failure with the reservoir full to capacity. However, dams rarely fail instantaneously, and reservoirs are not filled to capacity at all times. Dam inundation areas are subject to flooding in the event of a dam failure.



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CITY-LEVEL GEOLOGIC AND SEISMIC ZONES DISCUSSION

This disclosure report reviews the officially adopted geologic hazard maps in the Safety Element that each incorporated city in California is required to include in its General Plan. The city the subject property is located in has either not officially adopted hazard zonation maps in its General Plan at an appropriate scale to delineate where hazards may exist on a single parcel basis or will not make such maps available outside city offices. However, potential natural hazards may exist and be delineated on other sources used by the city in its Planning, Engineering, or Building Departments. Such potential sources are not reviewed in this report.

All parties should be aware that California is "earthquake country." Faults that may exist in this City or in neighboring regions could cause earthquake shaking or other fault related phenomena at the property. Other geologic hazards such as, but not limited to liquefaction (a type of soil settling that can occur when loose, water-saturated sediments are shaken significantly in an earthquake) may occur in certain valley floor areas and landslides are a possibility in any hillside area.

NOTE: County and city-level information sources are developed independently of each other and do not necessarily define or delineate hazards in the same way. A site can be *in* a geologic hazard zone according to the city and *not in* zone according to the county and vice versa. Cities and counties may use other information in addition to their General Plan sources to determine if hazards exist at a site or which sites may require geologic studies prior to new or additional construction. Such information could be a material fact to be disclosed in addition to General Plan information.

Additional natural hazards may exist and be delineated on other sources used by the City in its Planning, Engineering, or Building Departments. Such potential sources are not reviewed in this report. To investigate other sources of natural hazard information that may be available and used at the city level, contact the city Engineering, Planning or Building Departments.

• • • **END OF LOCAL AREA DISCLOSURES AND DISCUSSIONS SECTION** • • •



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FORMER MILITARY ORDNANCE SITE DISCLOSURE

Determination

The subject property is **NOT WITHIN** one mile of a Formerly Used Defense (FUD) site containing military ordnance.

RAC Scoring: A risk assessment procedure was developed by U.S. Army Corps of Engineers (USACE) to prioritize the remedial actions at FUD sites. Each FUD site is given a Risk Assessment Code (RAC) score to describe the site status. The risk assessment is based on the best available information resulting from records searches, reports of Explosive Ordnance Disposal (EOD) detachment actions, field observations, interviews, and measurements. The RAC is dependent on two factors: hazard severity and probability.

Discussion

FUD sites can include sites with common industrial waste (such as fuels), ordnance or other warfare materiel, unsafe structures to be demolished, or debris for removal. NOTE: most FUDS sites do not contain unexploded ordnance. California Civil Code 1102 requires disclosure of those sites containing unexploded ordnance. "Military ordnance" is any kind of munitions, explosive device/material or chemical agent used in military weapons. Unexploded ordnance are munitions that did not detonate. Only those FUD sites that the USACE has identified to contain Military Ordnance or have mitigation projects planned for them are disclosed in this report. Additional sites may be added as military installations are released under the Base Realignment and Closure (BRAC) Act. Active military sites are NOT included on the FUDS list.

AIRPORT INFLUENCE AREA DISCLOSURE

Based on certain mapped Airport Influence Areas determined by a County Airport Land Use Commission, the following determination can be made:

The property IS NOT IN an Airport Influence Area .

Discussion

An "airport influence area," also known as an "airport referral area," is the area in which current or future airport-related noise, over flight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses as determined by an airport land use commission.

JCP uses the current Airport Influence Area maps provided to us by County Airport Land Use Commissions. The inclusion of military and private airports varies by County and therefore, depending on the County, military and private airports may or may not be included in this disclosure.



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MOLD ADVISORY

The Buyer is hereby advised that naturally occurring molds may exist both inside and outside of any home and may not be visible to casual inspection. Persons exposed to extensive mold levels can become sensitized and develop allergies to the mold or other health problems. Extensive mold growth can damage a structure and its contents. All prospective purchasers of residential and commercial property are advised to thoroughly inspect the subject property for mold. Be sure to inspect the property inside and out for sources of excess moisture, current water leaks and evidence of past water damage.

For molds to grow and reproduce, they need only a food source - any organic material, such as leaves, wood, paper, or dirt and moisture. Because molds grow by digesting the organic material, they gradually destroy whatever they grow on. Mold growth on surfaces can often be seen in the form of discoloration, frequently green, gray, brown, or black but also white and other colors.

As part of a buyer's physical inspection of the condition of a property, the buyer may consider engaging an appropriate and qualified professional to inspect and test for the presence of harmful molds and to advise the buyer of any potential risk and options available. This advisory is not a disclosure of whether harmful mold conditions exist at a property or not. JCP Geologists has not performed testing or inspections of any kind. Any use of this form is acknowledgement and acceptance that JCP does not disclose, warrant or indemnify mold conditions at a property in any way and is not responsible in any way for mold conditions that may exist. Information is available from the California Department of Health Services Indoor Air Quality Section fact sheet entitled, "Mold in My Home: What Do I Do?" The fact sheet is available at www.cal-iaq.org or by calling (510)540-2476.

The Toxic Mold Protection Act of 2001 requires that information be developed regarding the potential issues surrounding naturally occurring molds within a home. Information was written by environmental authorities for inclusion in the *Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants* booklet developed by the California Environmental Protection Agency and the Department of Health Services. It is found in Chapter VI of that booklet, and includes references to sources for additional information.

For local assistance, contact your County or City Department of Health, Housing, or Environmental Health.

CONFIRMATION OF COVERAGE AND INDEMNIFICATION

JCP Geologists has prepared a Natural Hazard Disclosure Report for the subject property identified above. This Confirmation of Coverage Statement applies only to the current transaction for which this JCP report was prepared, as of the date this report was prepared.

This statement is confirmation that JCP Geologists is included as an insured under a \$20 million Professional Liability policy for errors & omissions arising from the services JCP performs. Coverage, which is subject to specific terms and conditions in the policy, is provided for damages JCP is obliged to pay as a result of its negligent acts, errors or omissions arising out of its Natural Hazard Disclosure Professional Services provided for the above referenced residential property as of the date this report was prepared.

JCP's Professional Liability insurance policies contain an agreement which, subject to the specific terms and conditions contained in the policy, indemnifies and provides defense of the Clients of JCP against claims caused by the negligent acts, errors or omissions of JCP that fall within the scope of a contractual indemnification obligation of JCP to its Clients. For this purpose, Clients of JCP are the contractual parties to this transaction and their respective real estate agents for which JCP has provided professional services.

Date: 10/13/2005

By: JCP Geologists

Scott Roecklein, Sr. Vice President
First American Natural Hazard Disclosures





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Terms & Conditions

JCP Geologists (JCP) provides this Commercial Natural Hazard Disclosure Report as a disclosure of certain mandated natural hazard information and transmission of certain Seller provided disclosures. It provides the investor with an early cost-effective guide to aid in due diligence commitments or decision making prior to entering into purchase negotiations for a prospective property asset. Use of this report is acknowledgement of and agreement to abide by all Terms and Conditions set forth in this report.

The report is specifically prepared for the land parcel(s) identified by Assessor Parcel Number(s) (APN's) or developer's Tract and Lot numbers supplied to JCP by the client (or reasonably inferred from current owner information if that was supplied instead). In the event that the parcel identification provided us is incomplete, the subject property is assumed to comprise a single land parcel and is identified for the purposes of this report by the corresponding single APN. All parties understand that the information provided in the disclosures does not apply to any other assessors parcel number other than those identified in this report.

For the Natural Hazard Disclosures, JCP examines only the following maps: (a) NFIP Flood Insurance Rate Maps, (b) California Office of Emergency Services Dam Failure Inundation maps, (c) AB 6. Real Estate: disclosure (CDF) maps, (d) Alquist-Priolo Earthquake Fault Zone maps, (e) California Seismic Hazards Mapping Act maps (where available) (f) certain LOMR's or LOMA's (not all that exist may be available to JCP), (g) certain natural hazard Safety Element maps adopted by the county as part of its General Plan's Safety Element, (h) geologic and seismic hazard maps adopted by the city as a part of its General Plan's Safety Element only for location of the above property as identified by the seller or seller's agent. JCP relies on these official sources for the information in this report and does not produce, maintain or verify the information. Other hazard or disclosure information that may exist in a jurisdictional Safety Element, General Plan or any other source is not provided in this report. The following procedures and limitations apply to all of the disclosures on all pages of this report. Our services include, where appropriate, use of the assessors rolls, cadastral-type maps, photographic enlargements of maps and various cartographic techniques to locate the site on the appropriate map. The determination is made as accurately as reasonably possible using these said maps. For purposes of defining property lines, the assessor's parcel number and parcel maps are used. Any errors in the assessor's rolls may affect the determination procedures and JCP will not be liable for such errors.

Decisions by jurisdictions relative to required studies, reports, etc. may be made using the information disclosed in this report, as well as other information in their files and/or local ordinances and procedures. Additional information which may be material to this transaction may exist in other sources not used in this report; however, research of such possible sources of the information in such sources is beyond the scope of this report and will not be reported here. The disclosure information in this report cannot be construed as a substitute for a geologic or engineering study nor that a city or county will not require such studies. No visual examination of the subject site was performed nor was a study of any jurisdiction's files or other sources made to determine the existence of any hazard which may exist on the site. This report is for the purpose of certain map-based, real estate transaction disclosures only and is not a substitute for the broker/agent property inspection. Due to changes disclosure maps, laws and contractual parties, this report cannot be relied upon for other properties or for future transactions of the subject property. **All parties should be aware that the information is subject to change.** JCP is not responsible for advising parties of any changes that may occur after the date of this report. Upon request within six months of issuing this report, JCP will update the report for no additional charge for the same transaction.

All representations regarding earthquake safety, water heater bracing, and title insurance presented in this report are provided for the buyer's convenience by the seller(s) or agent(s) of the subject property. JCP has not validated this information and takes no responsibility for its accuracy.

If any party to this transaction has concerns relative to the stability or condition of the property or if "red flags" are observed during any party's inspection, we suggest that a consultant be retained to study the site and render an opinion. This report is provided for the single property for which it was issued as of the date of this report, and has been prepared for the exclusive use of the current seller(s), their agent(s), and potential buyers of this property. The findings are not intended for use by other parties and may not contain sufficient information for the purposes of other parties or other uses. Our professional services are performed using a degree of care and skill ordinarily exercised under similar circumstances by reputable consultants. No other warranty, expressed or implied, is made as to the professional advice presented in this report.

EXHIBIT H
DISCLOSURE EXHIBIT

NONE.

LD 2107-01-0522

2004199 (22-04-199) 11 04 1

Sale of Dixon Davis Cordelia T/L Fee Strip in Dixon (SBE 135-48-1C-1)

RECORDING REQUESTED BY AND RETURN TO:

Jonathan M. and Elizabeth Anne Brothers
379 North Jefferson Street
Dixon, California 95620

Location: City/Uninc _____

Recording Fee _____

Document Transfer Tax \$ _____

- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

GRANT DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, hereby grants to JONATHAN M. BROTHERS and ELIZABETH ANNE BROTHERS, husband and wife, as joint tenants, hereinafter called Grantees, the real property, situate in the City of Dixon, State of California, described as follows:

(APN 0113-064-200)

The parcel of land conveyed by the Town of Dixon to Pacific Gas and Electric Company by deed dated August 6, 1928 and recorded in Book 18 of Official Records at page 490, Solano County Records, and therein described as follows:

“Beginning at a point in the southerly boundary line of “D” Street in the said Town of Dixon, distant thereon Eighty Seven (87.0) feet easterly from the easterly boundary line of Adams Street and running thence easterly along the said southerly boundary line of “D” Street Fifty Three (53.0) feet; thence southerly, parallel to the said easterly boundary line of Adams Street, One Hundred Fifty Five (155.0) feet; thence westerly, parallel to the said southerly boundary line of “D” Street fifty three (53.0) feet; thence northerly, parallel to the said easterly boundary line of Adams Street One Hundred Fifty Five (155.0) feet, more or less, to the point of beginning.”;

EXCEPTING THEREFROM (i) the parcel of land described in the deed from Pacific Gas and Electric Company to the Whitley Family Living Trust dated April 23, 1992 and recorded in Book 92 of Official Records at page 47753, Solano County Records, and (ii) the parcel of land described in the deed from Pacific Gas and Electric Company to Jonathan Mark Brothers and Elizabeth Anne Brothers,

MAIL TAX STATEMENTS TO:

Name

Address

Zip

husband and wife, dated April 23, 1992 and recorded in Book 92 of Official Records at page 47754, Solano County Records.

Reserving to PG&E the right:

(a) for its existing line of towers and all wires and cables attached thereto or suspended therefrom, with all foundations, footings, crossarms and other appliances and fixtures used in connection with said line of towers, wires and cables; the right to suspend from any of said towers such additional wires and cables as PG&E shall from time to time deem necessary for the transmission and distribution of electric energy, and for communication purposes, including the right to assign the communication rights to a communications common carrier, and the right to reconstruct, replace, relocate, remove, maintain and use all of said facilities; together with a right of way, on, along and in all of said real property; and

(b) to excavate for, install, construct, maintain, repair, replace, use and operate, at any time and from time to time as PG&E deems necessary, for the purposes of transmitting and receiving electronic information in any form, telecommunications equipment, including, but not limited to, wires, fiberoptic cables, powered transceiver stations, and antennae, and related appliances, appurtenances, and fixtures, affixed to or suspended from PG&E's towers or placed upon or under the ground adjacent to or parallel with PG&E's towers or poles within said real property, together with the right to install, receive and maintain utility services therefor across said real property. In connection therewith, PG&E reserves the right to assign, lease, permit, or license to any person or entity in the business of transmitting and receiving electronic information in any form the telecommunication rights reserved herein together with the right of ingress and egress to said telecommunications facilities.

Further reserving to PG&E the right:

(a) to use said real property to provide access to any of PG&E's easements and facilities on lands adjacent to said real property;

(b) from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on said real property which in the opinion of PG&E may be a hazard to any of said facilities by reason of the danger of falling thereon, or may interfere with the exercise of PG&E's rights reserved herein; provided, however, that all trees which PG&E is hereby authorized to cut and remove, if valuable for timber or wood, shall be the property of Grantees, but all tops, lops, brush and refuse wood shall be burned or removed by PG&E;

(c) from time to time to enlarge, improve, reconstruct, relocate and replace said existing towers with any other number or type of poles or towers or other structures either in the original location or at any alternate location or locations within said real property;

(d) to install, maintain and use gates in all fences which now cross or shall hereafter cross said real property; and

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

Grantees shall have the right to use said real property for purposes which will not interfere with PG&E's full enjoyment of the rights hereby reserved; provided that:

(a) Grantees shall submit to PG&E for approval, plans for any development of said real property. Said plans shall be sent to: Pacific Gas and Electric Company, Attention: Land Agent, 343 Sacramento Street, Auburn, California 95603;

(b) Grantees shall not erect or construct any building or other structure, including but not limited to fences, sheds, tool houses and animal shelters, or drill or operate any well, or construct any reservoir or other obstruction or diminish or substantially add to the ground level in said real property, without the written consent of PG&E; and

(c) Grantees shall not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on said real property, so as to constitute, in the opinion of PG&E, a hazard to any of said facilities.

This grant is made subject to all valid and existing contracts, leases, licenses, easements, and encumbrances, whether recorded or unrecorded, which may affect said real property and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

The real property hereby conveyed is no longer necessary or useful to PG&E in the performance by it of its duties to the public.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with said real property.

Dated _____, 20_____.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By _____

Attested _____

DO NOT RECORD THIS PAGE

Attach to LD 2107-01-0522
Area 6, Sacramento Valley Region, Sacramento Division
Land Service Office: GO
Operating Department: Electric Transmission
T7N, R1E, MDB&M
Sec 14, SE4ofSE4
PG&E Drawing Number:
AF: 2107-01-0210
RE: 2107-01-0461, 2107-01-0463
TYPE OF INTEREST: 11f, 2, 6, 26, 42
SBE Parcel Number: 135-48-1C-Pcl 1
Order #: 8067487
JCN: 22-04-199
County: Solano
Prepared By: TEP

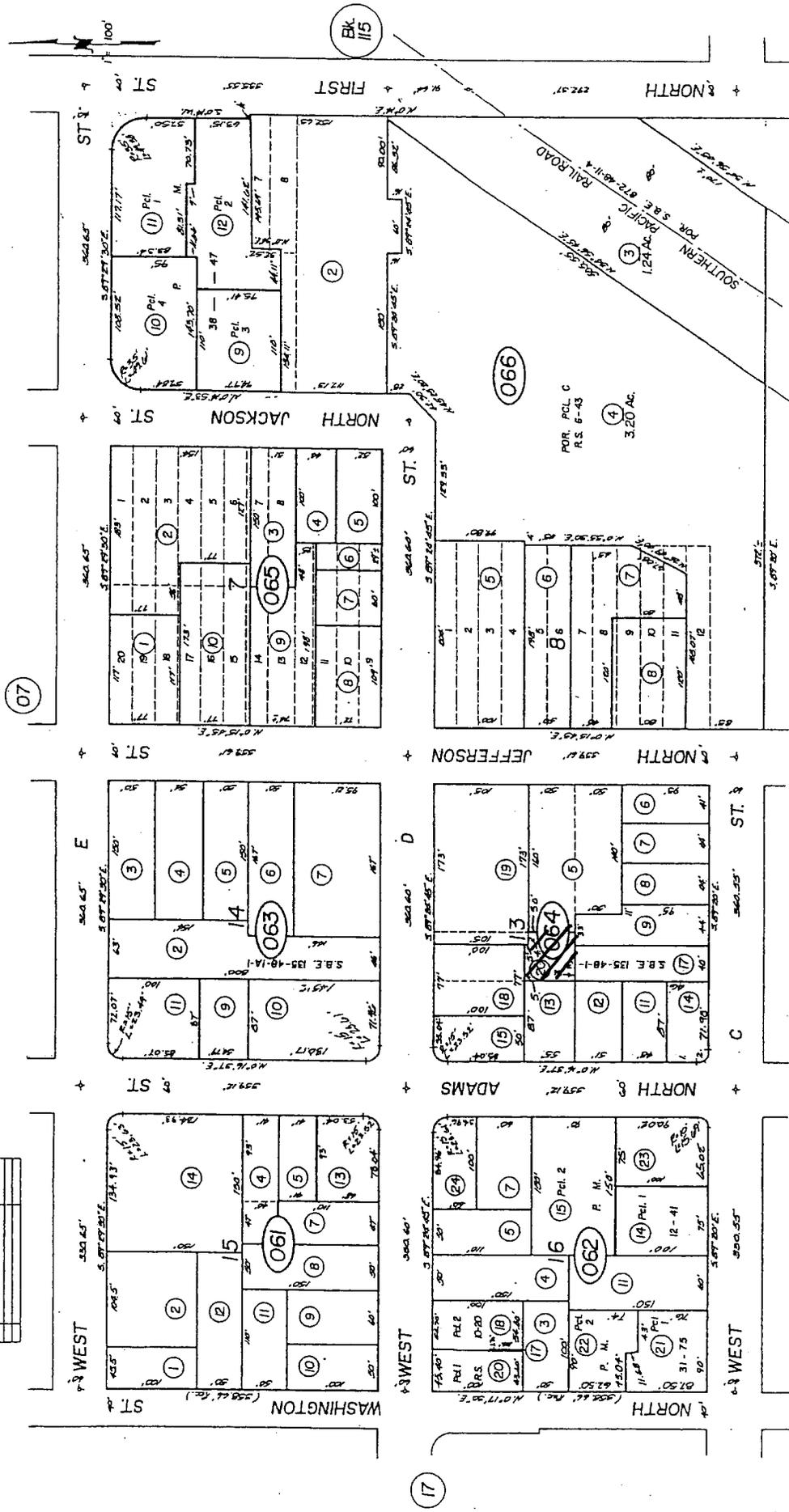
(BROTHERS)

1	ALL INFORMATION...	2001-18
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3	...	2001-18
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23	...	2001-18
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25	...	2001-18

POR. S.E. 1/4 SEC. 14, T. 7N., R. 1E., M.D.B. & M.

Tax Area Code
2012

113-06



Dickson's Addition - R.M. Bk.1, Pg. 20
City of Dixon - R.M. Bk. 4, Pg. 42

05

CITY OF DIXON

Assessor's Map Bk. 113 Pg. 06

NO.	DATE	BY
1	11-11-01	...
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24	11-11-01	...
25	11-11-01	...

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

JUL 01 1991

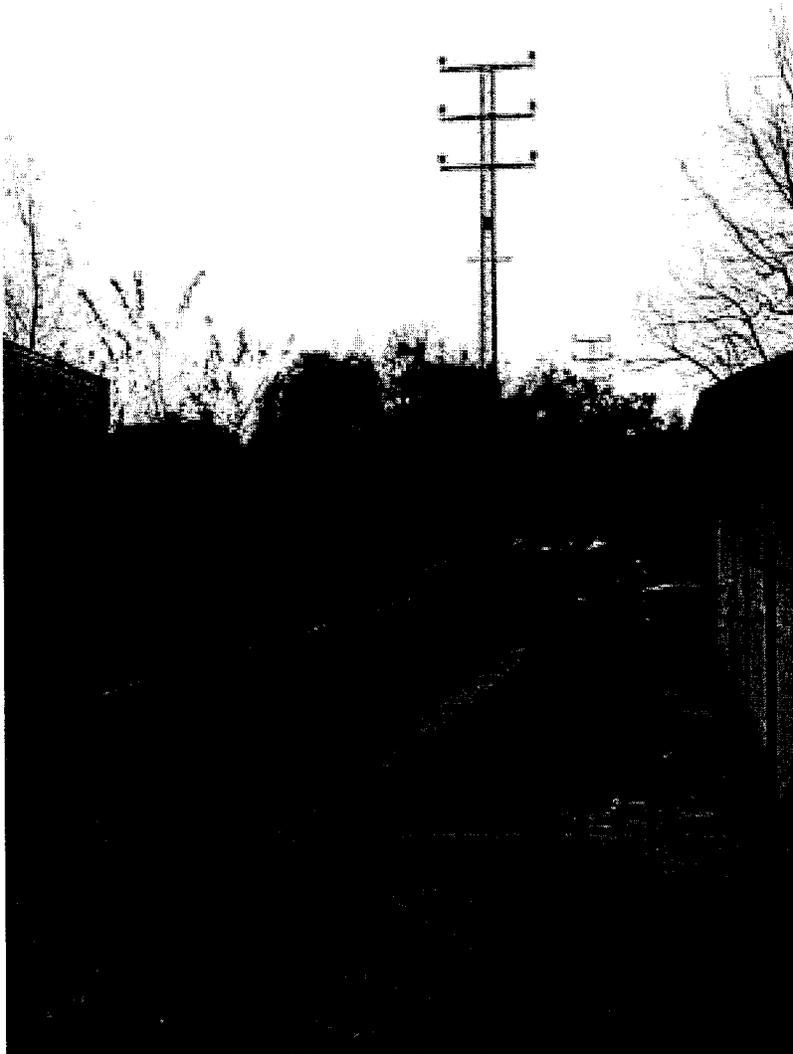
74-95

County of Solano, Calif.

Bk. 115

17

Dixon Davis Cordelia Tower Fee Strip Property Sale



Dixon fee strip between West C Street and West D Street, looking south from West D Street (Brothers)

December 2004

Memorandum

Date: September 21, 2004 **File #:**
To: CRE Transactions Supervisor
From: CRE Assoc Transactions Specialist
Subject: Internal Appraisal Review – Vaca- Dixon (Davis – Cordelia 60 KV
Transmission Line) Property Sales



KEN RICHERSON:

As per your request, listed below is an analysis and valuation report for the Vaca Dixon (Davis -Cordelia 60 KV Transmission Line)Property Sale. The scope of work involved an inspection of the subject properties, an investigation and analysis of the market data and letters from various brokers outlining their opinions of value. Additionally, we received written offers from some of the adjacent owners. The subject properties consists of six parcels, for some of the parcels, the highest and best use is commercial and for the others, the highest and best use is residential.

In reviewing the comparable sales data from the county recorder office, it is important to note that the data from the county recorder's office is for unencumbered parcel sales offering full utility. Consequently, the review indicated commercial sales ranged in price from \$1.64 - \$7.00 and residential sales from \$4.50 – \$8.35.

It is also important to note that the subject properties are fully encumbered. We received the following Broker Opinions of Value that considered the tower line encumbrances.

Commercial Real Estate Services - Dixon) – Broker Chuck Krouse (11/19/03)
\$1.00 - \$2.00) per sq ft (Commercial)

McDonald Real Estate - Dixon – Broker Allen Jardine (10/2/03)
\$.60 - \$.65 per sq ft (Residential)

Century 21 Distinctive Properties – Dixon – Realtor Ted Seifert (10/16/03)
\$.60 - \$.90 per sq ft (Residential)

Listed below is more detailed information on the subject properties:

**APN 0113-054-150 (North Adams – From West A to West B) SBE 135-48-1-5
Approximately 15,000 sq ft**

Highest and Best Use - Commercial

Current Use - Ingress/egress, parking and open storage. The tenant has a small propane supply, home and garden retail facility on the adjoining parcel and site has been graveled by tenant. Two lattice steel poles are on this property.

**APN 0113-053-130 (North Adams – From West B to West C) SBE 135-48-1B
Approximately 4,500 sq ft**

Highest and Best Use – Residential

Current Use – Adjoiner is utilizing this parcel as an extension of their yard. The yard is part of the adjoining church rectory and improvements consist of lawn, fence and playground equipment. No structures are on this property.

**APN 0113-064-220 (North Adams – From West C to West D) SBE 135-48-1C
Approximately 2,840 sq ft**

Highest and Best Use – Residential

Current Use – Adjoiner is using this parcel for garden plot and misc. open storage. Site is approximately 50' square and contains one lattice steel pole.

**APN 0113-063-020 (North Adams – From West D to West E) SBE 135-48-1A-1
Approximately 16,418 sq ft**

Highest and Best Use – Commercial

Current Use – Adjoiner is using this parcel for parking which covers a portion, (approx. 1/2). The remainder of the parcel is also being used for parking and garbage pick-up by another adjoiner. The area has been graveled by its users. There is one lattice steel pole on this property.

**APN 0113-074-030 (North Adams – From West E to West F) SBE 135-48-1E-1
Approximately 13,360 sq ft**

Highest and Best Use – Commercial

Current Use – Adjoiner is using this parcel for parking. The site is used for parking by his tenants and customers, beauty shop, travel agent, real estate, etc. Site was paved by the adjoiner several years ago. There is one lattice steel pole on this property.

**APN 0113-073-270 (North Adams From West F to West H) SBE 135-48-1E-2
Approximately 9,545 sq ft**

Highest and Best Use – Commercial

Current Use – Adjoiner is redeveloping an old concrete batch plant site into a commercial complex. This parcel is not currently being used by adjoining owner. The fee strip is however, along the site boundary line and would likely be used for buffer, landscape or parking. There are no structures on this property.

Additionally, we received offers that ranged from \$1.00 - \$1.25. Therefore, based on the above it is my opinion the subject properties should range in value from \$1.00 - \$1.50 (Commercial) and \$.60 - \$1.00 (Residential).

ISABEL HARRIS

Isabel Harris

EXHIBIT D

PACIFIC GAS AND ELECTRIC COMPANY
STANDARD PURCHASE AND SALE AGREEMENT
(North Adams from West D to West E)

(Unimproved Property)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of this 31 day of MAY, 2006, (the "Effective Date"), by and between **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("Seller"), and **BARBARA V. WILIPPO, as Trustee of THE BOBBIE WILIPPO REVOCABLE TRUST u/t/d May 1, 2001** ("Buyer").

R E C I T A L S:

A. Seller is the owner of that certain parcel of unimproved real property, consisting of approximately 16,418 square feet, located in the City of Dixon, County of Solano and State of California, identified by the Solano County Assessor as Assessor's Parcel No. 0113-063-020, the State Board of Equalization as SBE No. 135-48-1A-1, commonly known as North Adams from West D to West E, Dixon, California, and more particularly described in Exhibit A (such real property, together with all easements, rights and privileges appurtenant thereto, is hereinafter referred to collectively as the "Property").

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. PURCHASE AND SALE.

Subject to the terms and conditions contained in this Agreement, Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, for a purchase price of Sixteen Thousand Four Hundred Eighteen Dollars (\$16,418.00) ("Purchase Price").

2. PAYMENT OF PURCHASE PRICE.

Buyer shall pay the Purchase Price for the Property to Seller as follows:

2.1 Deposit. Within five (5) days after the Effective Date of this Agreement, Buyer shall deposit an amount equal to Eight Hundred Twenty-One Dollars (\$821.00) ("Deposit") in escrow with Placer Title Company, 21 Towne Square, 2nd Floor, Vacaville, California 95688, Attn: Tiffany Alonzo, Escrow No. 503-3464, 707.678.0422 (telephone), 707.678.7615 (fax) ("Title Company"). The Deposit shall be considered to have been deposited only if it is made by bank wire transfer, certified check or cashier's check payable to the Title Company and drawn by a commercial bank or savings and loan association having a branch in and licensed to do business in the State of California. Buyer's failure to deliver the Deposit as required shall entitle Seller, by written notice to Buyer, to terminate this Agreement as of the date of the notice. Subject to the provisions of Sections 7 and 9 of this Agreement, the Deposit, and any accrued interest thereon, shall be delivered to Seller at close of escrow (as described in Section 3.3). The Deposit shall earn interest for the benefit of the party entitled to the Deposit under this Agreement.

2.2 Balance of Purchase Price. At least one (1) business day prior to close of escrow, Buyer shall deposit in escrow with the Title Company an additional sum equal to the balance of the Purchase Price in immediately available funds for delivery to Seller at close of escrow.

2.3 Assessments. At close of escrow, Buyer shall take title to the Property subject to the lien of any and all assessments encumbering the Property not then past due, and shall not be entitled to any credit against the Purchase Price for any portion of the obligations secured by such assessments.

3. ESCROW.

3.1 Establishment and Close of Escrow. Within five (5) days after the Effective Date of this Agreement, Buyer shall open an escrow with the Title Company (sometimes also referred to herein as the "Escrow Holder"), by delivering to the Title Company, the Deposit, a fully-executed copy of this Agreement and the Escrow Opening Instructions attached hereto as Exhibit B. The Deposit shall be held in such escrow in a federally insured, interest-bearing account. The parties estimate that the closing of this transaction ("Closing Date") will take place no later than at 8:00 a.m. California time on October 3, 2006 (the "Estimated Closing Date"); provided, however, that all conditions precedent set forth in Section 7 have been satisfied or waived. If the Governmental Approval described in Section 7.4 below has not been obtained prior to the Estimated Closing Date, Seller shall have the right (but not the obligation) to extend the Estimated Closing Date for up to an additional one (1) year to obtain Governmental Approval, in which case the Closing Date shall occur on the date specified by Seller, which date shall be no later than sixty (60) days following the date on which Governmental Approval is obtained. If Seller fails to obtain Governmental Approval prior to the Estimated Closing Date (as the same may be extended), this Agreement shall automatically terminate and except for agreements that expressly survive the termination of this Agreement, all obligations and liabilities of the parties under this Agreement shall terminate. If the conditions set forth in Section 7 have been satisfied (or waived by the party for whose benefit such condition precedent exists) prior to the Estimated Closing Date, the parties may mutually agree to accelerate the Closing Date.

3.2 Deposits into Escrow.

(a) At or prior to close of escrow, Buyer shall deposit or cause to be deposited with the Title Company the following:

- (i) The balance of the Purchase Price to be deposited by Buyer pursuant to Section 2.2;
- (ii) Buyer's share of the fees and charges described in Section 3.4(b);
- (iii) The amount, if any, payable to Seller pursuant to Section 3.5;
- (iv) Buyer's counterpart of the joint escrow instructions to the Title Company in the form attached hereto as Exhibit C (the "Joint Escrow Closing Instructions"), and any other instructions Buyer may deem necessary which are not inconsistent with the terms of this Agreement; and
- (v) The Release and Indemnity Agreement, duly executed by Buyer in the form attached hereto as Exhibit D (the "Release Agreement").

(b) At or prior to close of escrow, Seller shall deposit or cause to be deposited with the Title Company the following:

- (i) A grant deed, prepared and duly executed by Seller in recordable form, conveying fee title to the Property to Buyer ("Grant Deed");
- (ii) Affidavits certifying that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and California Revenue and Taxation Code Section 18662(e) ("Affidavits"); and

(iii) Seller's counterpart of the Joint Escrow Closing Instructions and any other instructions Seller may deem necessary which are not inconsistent with the terms of this Agreement.

3.3 Closing. After all the requirements of Section 3.2 have been satisfied and all conditions precedent set forth in Section 7 have been satisfied or waived, the parties shall instruct the Title Company to close escrow by, among other actions:

(a) Recording the Grant Deed and instructing the Solano County Recorder to deliver the Grant Deed to Buyer after recording;

(b) Recording the Release Agreement and instructing the Solano County Recorder to deliver the original Release Agreement to Seller after recording;

(c) Delivering to or for the account of Seller the Purchase Price paid by Buyer pursuant to Sections 2.1 and 2.2, and the amount, if any, payable to Seller pursuant to Section 3.5;

(d) Delivering to Seller an "as-recorded" conformed copy of the Grant Deed and Release Agreement; and

(e) Delivering to Buyer the Affidavits and an "as-recorded" conformed copy of the Grant Deed and Release Agreement, and issuing and delivering to Buyer the policy of title insurance described in Section 4.4.

3.4 Costs. In connection with the transactions contemplated by this Agreement, Seller and Buyer shall pay all transfer taxes and closing costs in accordance with the following:

(a) Seller shall bear the cost of the recording fees for recordation of the Grant Deed and the Release Agreement; and

(b) Buyer shall pay any real property conveyance or documentary transfer taxes charged by the City and/or County in which the Property is located and payable with respect to the Grant Deed, escrow fees charged by the Title Company, the cost of any ALTA or other survey required by the Title Company in order to issue the policy of title insurance described in Section 4.4, and the premium and endorsement charges for the policy of title insurance described in Section 4.4.

3.5 Prorations. General and special real property taxes, the current fiscal year's installments of any assessments encumbering the Property, rents and other charges under any leases, utility charges, payments under any maintenance agreements or service contracts (provided such maintenance agreements and/or service contracts are assumed by Buyer), and all other income and expense items related to the Property shall be prorated as of close of escrow. The net amount due Seller from Buyer under this Section 3.5, if any, shall be delivered by Buyer to the Title Company prior to close of escrow. The net amount due Buyer from Seller under this Section 3.5, if any, shall be charged to Seller by the Title Company at close of escrow. To the extent that the amount of any of the foregoing income and expense items shall not have been determined as of the close of escrow, such income and expense items shall be prorated as of close of escrow as soon thereafter as such amount is determined and Seller shall promptly make to Buyer, and/or Buyer shall promptly make to Seller, any payments required by such prorations. **In addition, Buyer acknowledges that the Property is assessed by the California State Board of Equalization as of January 1 of each year, and Seller must pay real property taxes on the Property for the subsequent fiscal year commencing the following July 1. If close of escrow occurs between January 1 and June 30, Buyer shall deposit into escrow, or with Seller, the full amount to pay real property taxes for the tax year beginning on the July 1 immediately following the close of escrow, in addition to the prorated amount of real property taxes for the current tax year (ending June 30).** Seller shall pay the taxes for the subsequent tax year before they become

delinquent; provided, however, that Seller shall have the right to pay such taxes in installments as permitted by law.

3.6 Possession of Property. Seller shall deliver possession of the Property to Buyer upon close of escrow.

4. TITLE; TITLE INSURANCE.

4.1 Title. It shall be a condition precedent to Buyer's obligation to purchase the Property that Seller convey title to the Property to Buyer subject only to the following exceptions (the "Permitted Encumbrances"):

(a) The lien of general and special real property taxes and assessments, not delinquent;

(b) All matters and exceptions of record approved or deemed approved by Buyer pursuant to Section 4.3 below;

(c) Any matters affecting title to the Property created by or with the consent of Buyer;

(d) All matters which would be disclosed by an inspection or survey of the Property; and

(e) Easements and other rights reserved by Seller pursuant to Section 4.2.

4.2 Easements and Other Reservations. Seller shall be entitled to reserve easements for all existing or proposed utility facilities located, or to be located, on or under the Property, including, without limitation, an easement for the purposes of operation, maintenance of, and all other activities related to Seller's steel pole and overhead transmission line, together with the right of ingress and egress over the Property. Within thirty (30) days following the Effective Date, or as soon thereafter as is reasonably practicable, Seller shall provide information concerning any such easements to be reserved and easements, leases or rights granted to others by Seller.

4.3 Title Objections. Buyer shall use diligence to obtain from the Title Company a preliminary report for the Property ("Title Report"), together with copies of the instruments underlying any exceptions referred to in the Title Report, within ten (10) days following the Effective Date. Within ten (10) days following Buyer's receipt of the Title Report, Buyer shall review any title exceptions disclosed therein. In addition, within ten (10) days after receipt of the same, Buyer shall review the easements to be reserved by Seller and other information disclosed by Seller pursuant to Section 4.2, if any. The failure of Buyer to object to any exceptions to title shown in the Title Report within ten (10) days following Buyer's receipt of same, or the failure of Buyer to object to any easements to be reserved by Seller or other information disclosed by Seller pursuant to Section 4.2 within ten (10) days following Buyer's receipt of same, which objection shall be in writing and shall specifically delineate the reasons therefor, shall be deemed to be an approval by Buyer of the condition of title to the Property. If any of the exceptions to title shown in the Title Report or proposed easements or other title matters disclosed by Seller pursuant to Section 4.2 are objectionable to Buyer, Seller may, at its sole election, agree to remove such objectionable items or otherwise satisfy Buyer with respect to such items prior to close of escrow. If Seller is unable or unwilling to remove any such objectionable items or otherwise satisfy Buyer with respect thereto, Buyer shall have the right, upon written notice to Seller given within five (5) days after Seller's notice of refusal or inability to remove the exceptions, to terminate this Agreement. If Buyer elects to terminate this Agreement, the Deposit, and any accrued interest thereon, shall be returned to Buyer, each party shall pay one-half (1/2) of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination.

4.4 Title Insurance. Upon the close of escrow, Buyer shall cause the Title Company to issue to Buyer either ALTA or CLTA title insurance coverage with total liability not to exceed the amount of the Purchase Price insuring that fee simple title to the Property is vested in Buyer.

5. CONDITION OF PROPERTY.

5.1 AS IS CONDITION. BUYER HAS BEEN STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ELECTROMAGNETIC FIELDS AND POTENTIAL ENVIRONMENTAL HAZARDS ARISING FROM THE PRESENCE ON OR ABOUT THE PROPERTY OF HAZARDOUS SUBSTANCES. EXCEPT AS EXPRESSLY HEREINAFTER PROVIDED IN SECTION 6, NEITHER SELLER, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS MAKES OR HAS MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO THE PHYSICAL CONDITION OF THE PROPERTY, THE USES OF THE PROPERTY OR ANY LIMITATIONS THEREON, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY PERTAINING TO ZONING, ENVIRONMENTAL OR OTHER LAWS, REGULATIONS OR GOVERNMENTAL REQUIREMENTS; THE UTILITIES ON THE PROPERTY, THE COSTS OF OPERATING THE PROPERTY OR ANY OTHER ASPECT OF THE ECONOMIC OPERATIONS ON THE PROPERTY; THE CONDITION OF THE SOILS OR GROUNDWATERS OF THE PROPERTY; THE PRESENCE OR ABSENCE OF ELECTROMAGNETIC FIELDS, TOXIC MATERIALS OR HAZARDOUS SUBSTANCES ON OR UNDER THE PROPERTY; OR ANY OTHER MATTER BEARING ON THE USE, VALUE OR CONDITION OF THE PROPERTY. SELLER MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OF TITLE TO THE PROPERTY, AND BUYER AGREES THAT IT WILL RELY SOLELY ON ITS POLICY OF TITLE INSURANCE ISSUED PURSUANT TO SECTION 4.4.

5.2 Right of Inspection.

(a) For a period not to exceed ninety (90) days following the Effective Date of this Agreement (the "Inspection Period"), Buyer and Buyer's authorized representatives, may enter onto the Property at any reasonable time and from time to time to survey and inspect the Property. No invasive testing, including, but not limited to, soil and groundwater sampling, may be conducted on the Property unless and until the testing plans and procedures are approved in writing by Seller. Seller may withhold its approval, or grant approval subject to such conditions as Seller may determine, in its sole and absolute discretion.

(b) Buyer shall notify Isabel Harris, Seller's Real Estate Transaction Specialist for the Property (the "Real Estate Transaction Specialist"), by telephone at 415.973.5559 not less than seventy-two (72) hours prior to Buyer or Buyer's representatives entering the Property in each instance. No such entry shall interfere with Seller's use of the Property. Seller shall have the right to have a representative accompany Buyer on each such entry.

(c) Buyer shall provide to Seller copies of all reports and studies prepared by or on behalf of Buyer, promptly upon receipt thereof by Buyer.

5.3 Indemnification. Buyer shall indemnify, defend (with counsel approved by Seller), protect and hold Seller, its officers, directors, employees, agents and contractors (collectively, "Indemnitees") harmless from and against any and all losses, costs, claims, damages, liabilities, or causes of action (including attorneys' fees and costs) (collectively, "Claims") arising out of or in any way connected with the Property and occurring as a result of any entry upon the Property, or activities conducted thereon by Buyer, its agents, contractors or employees prior to close of escrow, including Claims arising from the passive or active negligence of the Indemnitees, and Buyer shall return the Property as nearly as possible to the same condition the Property was in prior to such entry or activities.

5.4 Right to Terminate. If, for any reason, Buyer is not satisfied with the results of its inspections of the Property, Buyer shall have the right to terminate this Agreement by written notice to Seller given prior to the expiration of the Inspection Period. Buyer's notice of termination shall specify in detail the basis for Buyer's termination of this Agreement. Buyer's failure to terminate this Agreement prior to the expiration of the Inspection Period shall be deemed Buyer's approval of all matters relating to the Property, including, but not limited to, the physical condition of the Property, the possible uses of the Property and any limitations thereon. If Buyer elects not to terminate this Agreement as permitted above, (a) Buyer shall have no further right to terminate this Agreement, except in accordance with the provisions of Section 8 or Section 9.2 below (regardless of any changes in the condition of the Property or any facts or circumstances of which Buyer may become aware following the Inspection Period); and (b) in addition to all other claims waived by Buyer hereunder, Buyer shall be deemed to have waived any and all rights or claims against Seller with respect to matters discovered prior to the expiration of the Inspection Period. If Buyer elects to terminate this Agreement as permitted above, (x) the Deposit, and any accrued interest thereon, shall be returned to Buyer, each party shall pay one-half (1/2) of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination; and (y) Buyer shall promptly provide Seller with copies of any and all inspection reports regarding the Property prepared by or on the behalf of Buyer.

5.5 Hazardous Substances Disclosure; Buyer's Release. Seller, at some time during its ownership or use of the Property, may have handled, treated, stored and/or disposed of Hazardous Substances (as defined in the Release Agreement) on the Property. Some of these Hazardous Substances may contain chemicals known to the State of California to cause cancer or reproductive toxicity. Buyer acknowledges that Seller has made no investigation with respect to Hazardous Substances affecting the Property and that no Hazardous Substances report has been provided or will be provided to Buyer by Seller. Buyer has been strongly advised to investigate the existence of Hazardous Substances on, under, about or otherwise affecting the Property. Buyer further acknowledges that Seller shall not in any manner be responsible to Buyer for the presence of any electromagnetic field or Hazardous Substances on, under, about or otherwise affecting the Property, and further, as a material inducement to Seller for the sale of the Property to Buyer, Buyer agrees to execute and deliver the Release Agreement to Seller at or prior to close of escrow.

5.6 Seismic Disclosure Requirements.

(a) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a delineated earthquake fault zone as so designated under the Alquist-Priolo Earthquake Fault Zoning Act, Sections 2621 et seq. of the California Public Resources Code (an "Earthquake Fault Zone"), nor, to Seller's actual knowledge, is the Property situated within such an Earthquake Fault Zone.

(b) Seller hereby discloses to Buyer that seismic hazard maps are not yet available to determine whether the Property is situated within a [seismic hazard zone as so designated under the Seismic Hazards Mapping Act, Sections 2690 et seq. of the California Public Resources Code (a "Seismic Hazard Zone"). Therefore, Buyer acknowledges and understands that the Property may be located within a Seismic Hazard Zone, and Buyer is strongly advised by Seller to conduct its own investigation with respect thereto.

5.7 Natural Hazards Disclosure Requirements.

(a) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a special flood hazard area as so designated by the Federal Emergency Management Agency (a "Special Flood Hazard Area"), nor, to Seller's actual knowledge, is the Property situated within such a Special Flood Hazard Area.

(b) In accordance with the requirements of California law, Seller hereby discloses to Buyer, and Buyer acknowledges and understands that, the Property is situated within an area of potential flooding on an Inundation Map as so designated pursuant to California Government Code Section 8589.5 (an "Area of Potential Flooding").

(c) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a Very High Fire Hazard Severity Zone as so designated pursuant to California Government Code Section 51178 (a "Fire Hazard Severity Zone"), nor, to the actual knowledge of Seller or its agents, is the Property situated within such a Fire Hazard Severity Zone.

(d) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a wildland area subject to substantial forest fire risks and hazards as so classified pursuant to California Public Resources Code Section 4125 (a "Wildland Fire Zone"), nor, to the actual knowledge of Seller or its agents, is the Property situated within such a Wildland Fire Zone.

5.8 Limitations on Disclosures. Buyer acknowledges and understands that, in making the representations and disclosures contained in Sections 5.6 and 5.7 above, Seller is relying solely on the Natural Hazards Disclosure Statement dated October 13, 2005, prepared by JCP Geologists, Inc. and identified as Report No. 2005101300069 (the "Natural Hazards Statement"). A copy of the Natural Hazards Statement is attached to this Agreement as Exhibit G. Buyer further acknowledges and understands that if the Property is situated within one or more of the hazard zones described in Sections 5.6 and 5.7 above, Buyer's ability to develop the Property, obtain insurance, or receive assistance after a disaster may be limited. The maps, on which the disclosures contained in Section 5.6 and 5.7 are based, only estimate where natural hazards exist, and are not definitive indications of whether or not a property will be affected by a natural disaster. Except as expressly provided herein, Seller is making and has made no representations regarding the seismic, geologic or other natural hazards affecting the Property, or the effect thereof on the future use or development of the Property, and Buyer should make its own inquiry and investigation of such hazards. Further, Buyer hereby waives, to the fullest extent permitted by law, any disclosure requirements relating to seismic, geologic and other natural hazards imposed on Seller by California law.

5.9 Confidentiality. Until close of escrow, and unless disclosure is otherwise required under this Agreement or under applicable law, Buyer shall keep and shall cause Buyer's agents, consultants and employees to keep confidential all tests, reports, documents, analyses, and opinions obtained by Buyer with respect to the Property, including, but not limited to, any information provided by Seller or received or prepared by Buyer in Buyer's independent factual, physical and legal examinations and inquiries respecting the Property (collectively, the "Confidential Information"), except that Buyer may disclose the same to its legal counsel and consultants, provided that Buyer obtains the agreement in writing of such legal counsel and consultants to keep the Confidential Information confidential. Until close of escrow, neither the contents nor the results of any Confidential Information shall be disclosed by Buyer, its agents, consultants and employees without Seller's prior written approval unless and until Buyer is legally compelled to make such disclosure.

5.10 Survival. The covenants, agreements and obligations of Buyer contained in this Section 5 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Seller's Representations. Seller hereby represents and warrants to Buyer as follows:

(a) Seller has full right, power and authority to enter into this Agreement and to sell, convey and transfer the Property and all rights appurtenant thereto to Buyer. All corporate action on the part of Seller necessary for the valid authorization, execution, and delivery of this Agreement, and the consummation of the transactions contemplated hereby has been taken, or at or prior to close of escrow will have been taken.

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or constitute a default under any of the terms, conditions or provisions of any other agreement to which Seller is a party or by which Seller is bound, and will not to the best of Seller's knowledge, violate any provision of, or require any consent, authorization or approval under, any applicable law, regulation, or order.

(c) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit H, Seller has received no written notice from any governmental agency or private person during the six (6) month period preceding the Effective Date that the condition, use or operation of the Property violates any law or any order or requirement of any governmental agency that could materially and adversely affect the operation or value of the Property (other than violations which have been cured).

(d) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit H, Seller has received no written notice of any pending or threatened lawsuits of any kind against Seller that could materially and adversely affect the operation or value of the Property or prohibit the sale thereof.

(e) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit H, Seller has received no written notice of any pending, threatened or contemplated condemnation proceedings affecting the Property or any part thereof.

Seller's "knowledge" or "receipt of written notice" as used in this Section 6.1 or elsewhere in this Agreement shall mean the actual knowledge of, or receipt of written notice by, the Real Estate Transaction Specialist, without any duty of inquiry. Buyer acknowledges and agrees that Seller may have records or files not in the possession of the Real Estate Transaction Specialist which may include information concerning the Property. Buyer understands that Seller will not undertake to determine whether any of such other files and/or records contain information concerning the Property and Seller will not make such other files and records available to Buyer for its review. Buyer further acknowledges and agrees that Seller and its affiliates have gone through numerous management changes and personnel changes over the years, and the employees who currently manage the Property may have little or no knowledge of the location or contents of the files and records relating to the Property. In light of the voluminous files and records of Seller, and the uncertainty of the location or content of such files, Buyer acknowledges and agrees that Buyer will, except for the limited representations and warranties contained in this Section 6.1, rely solely on its own investigations in making its decision to acquire the Property.

6.2 Buyer's Representations. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material, is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder) and shall fully survive the close of escrow and the recordation of the Grant Deed:

(a) This Agreement and all documents executed by Buyer which are to be delivered to Seller upon close of escrow are, or at the time of close of escrow will be, (i) duly authorized, properly executed and delivered by Buyer, (ii) legal, valid and binding obligations of Buyer enforceable in accordance with their terms at the time of close of escrow, and (iii) not in violation of any agreement or judicial order to which Buyer is a party or to which it is subject.

(b) Buyer is an experienced real property operator and investor, and is represented or has had an opportunity to be represented by counsel in connection with this transaction. Except for the express representations and warranties of Seller contained in Section 6.1 above, Buyer specifically acknowledges that it is acquiring the Property in an "AS IS, WHERE IS, WITH ALL FAULTS" condition, without any representations or warranties of Seller, express or implied, written or oral, as to the nature or condition of title to the Property, the physical condition of the Property, the uses of the Property or any limitations thereon. Buyer is relying solely upon, and, as of the expiration of the Inspection Period will have conducted, its own analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller (including, without limitation, an analysis of any and all matters concerning the condition, use, sale, development or suitability for development of the Property). Buyer is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters.

(c) The representations and warranties of Buyer set forth in this Agreement shall be true on and as of the close of escrow as if those representations and warranties were made on and as of such time.

7. CONDITIONS PRECEDENT.

7.1 Conditions to Buyer's Obligations. Buyer's obligation under this Agreement to purchase the Property is subject to the fulfillment or waiver of each of the following conditions precedent:

(a) The Title Company shall be prepared to issue at close of escrow the title insurance policy described in Section 4.4 upon payment of its regularly scheduled premium therefor, subject only to the standard printed exceptions to such title insurance policy and the Permitted Encumbrances; and

(b) Seller shall have performed each and every covenant contained in this Agreement to be performed by Seller at or prior to close of escrow.

7.2 Conditions to Seller's Obligations. Seller's obligation under this Agreement to sell the Property to Buyer is subject to the fulfillment or waiver of each of the following conditions precedent:

(a) Compliance with the California Subdivision Map Act (Government Code Section 66410, et seq.), including the approval and filing of a final subdivision map or parcel map if required; and

(b) Buyer's timely performance of each and every covenant contained in this Agreement to be performed by Buyer.

7.3 Satisfaction of Conditions. Buyer may waive any of the conditions precedent set forth in Section 7.1, and Seller may waive any of the conditions precedent set forth in Section 7.2. Subject to the foregoing and to the provisions of Section 9.1 below, in the event that any of the conditions precedent set forth in this Section 7 shall not be satisfied or waived at or prior to the Closing Date, then the party whose obligations are subject to such condition precedent shall have the right to terminate this Agreement, and the Deposit, and any accrued interest thereon, shall be returned to Buyer, less one-half of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement except those which expressly survive termination.

7.4 Governmental Approval. If Seller determines, in Seller's sole and absolute discretion, that approval ("Governmental Approval") of the California Public Utilities Commission ("CPUC") will be required as a condition precedent to Seller's sale of the Property to Buyer, then the obligation of each party to close the sale of the Property shall be conditioned upon obtaining such Governmental Approval at or prior to the close of escrow. Buyer acknowledges and agrees that Governmental Approval

shall not be deemed to have occurred for purposes of this Agreement unless and until the CPUC approves the sale of the Property to Buyer in a form that is final, unconditional and unappealable, including exhaustion of all administrative appeals or remedies before the CPUC, and such Governmental Approval is approved by Seller in its sole and absolute discretion, including, without limitation, Seller's approval of the proposed accounting and ratemaking treatment of the sale. Buyer further acknowledges and agrees that Seller makes no representation or warranty with respect to the Governmental Approval, and Buyer hereby waives all claims against Seller which may arise out of losses, expenses or damages suffered or incurred by Buyer as a result of the need for the Governmental Approval or the failure of the CPUC to approve the sale of the Property to Buyer.

8. CONDEMNATION. In the event of any taking of more than fifty percent (50%) of the land area of the Property in eminent domain proceedings or under threat of condemnation prior to the close of escrow, Buyer shall have the right to terminate this Agreement and recover all amounts paid on account of the Purchase Price by giving to Seller written notice of termination within five (5) days following the date of such taking. In the event of a taking of fifty percent (50%) or less of the land area of the Property prior to the close of escrow or in the event that Buyer shall not elect to terminate the Agreement as aforesaid, Buyer shall remain obligated to perform its obligations under this Agreement, and Seller shall assign to Buyer at close of escrow the portion of any condemnation award attributable to Seller's interest in the Property. For the purposes of this Agreement, a taking in condemnation shall mean the taking of possession or the vesting of fee title to the Property in a governmental entity pursuant to the exercise of the power of eminent domain or pursuant to a deed given in lieu or in contemplation thereof.

9. DEFAULT.

9.1 Buyer's Default.

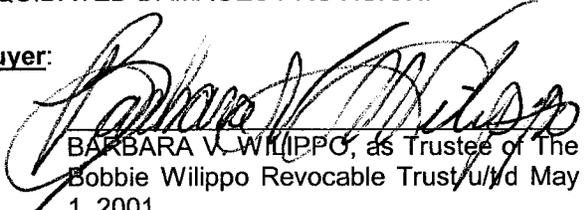
(a) IN THE EVENT THAT THE SALE OF THE PROPERTY TO BUYER UNDER THIS AGREEMENT SHALL NOT BE CONSUMMATED BECAUSE OF A DEFAULT BY BUYER, SELLER MAY UNILATERALLY TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING WRITTEN NOTICE TO BUYER AND THE TITLE COMPANY, AS ESCROW HOLDER. THEREUPON, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS UNDER THIS AGREEMENT, AND ESCROW HOLDER IS HEREBY IRREVOCABLY INSTRUCTED BY BUYER AND SELLER TO DISBURSE THE DEPOSIT, PLUS ANY ACCRUED INTEREST THEREON, TO SELLER AS LIQUIDATED DAMAGES. IN ADDITION, ESCROW HOLDER SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, AND ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER. SELLER'S RETENTION OF THE DEPOSIT IS NOT INTENDED AS A FORFEITURE OR A PENALTY, BUT IS INTENDED TO COMPENSATE SELLER FOR DAMAGES IT WILL SUSTAIN BY REASON OF SUCH DEFAULT BY BUYER, INCLUDING DAMAGES RESULTING FROM THE REMOVAL OF THE PROPERTY FROM THE MARKET, THE LOSS OF BUSINESS AND DEVELOPMENT OPPORTUNITIES AND THE LOSS OF PROSPECTIVE INVESTMENT IN OTHER PROPERTY. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF SELLER'S ACTUAL DAMAGES AS A RESULT OF BUYER'S DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, AND THE AMOUNT PROVIDED FOR HEREIN IS A REASONABLE ESTIMATE OF SUCH DAMAGES. BY THEIR SIGNATURES BELOW, SELLER AND BUYER SPECIFICALLY ACKNOWLEDGE THEIR ACCEPTANCE AND APPROVAL OF THE FOREGOING LIQUIDATED DAMAGES PROVISION.

(b) NOTHING CONTAINED IN THIS SECTION 9.1 SHALL SERVE TO WAIVE OR OTHERWISE LIMIT (1) SELLER'S REMEDIES OR DAMAGES FOR CLAIMS OF SELLER AGAINST BUYER WITH RESPECT TO ANY OBLIGATIONS OF BUYER THAT, BY THE TERMS OF THIS AGREEMENT, SURVIVE THE CLOSE OF ESCROW OR ANY TERMINATION OF THIS AGREEMENT BEFORE THE CLOSE OF ESCROW, INCLUDING, WITHOUT LIMITATION, BUYER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 5.3 AND SECTION 10.2, OR (2) SELLER'S RIGHTS TO OBTAIN FROM BUYER ALL COSTS AND EXPENSES OF ENFORCING THE LIQUIDATED DAMAGE PROVISION CONTAINED IN SECTION 9.1(A) ABOVE, INCLUDING ATTORNEYS' FEES AND COSTS PURSUANT TO SECTION 11.11 BELOW.

(c) THE PARTIES AGREE THAT SELLER WOULD SUFFER MATERIAL INJURY OR DAMAGE NOT COMPENSABLE BY THE PAYMENT OF MONEY IF BUYER WERE TO BREACH OR VIOLATE ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTIONS 5.9 AND 11.12 OF THIS AGREEMENT. ACCORDINGLY, NOTWITHSTANDING THE PROVISIONS OF SECTION 9.1(A) ABOVE, IN ADDITION TO ALL OTHER REMEDIES THAT SELLER MAY HAVE, SELLER MAY BRING AN ACTION IN EQUITY OR OTHERWISE FOR SPECIFIC PERFORMANCE TO ENFORCE COMPLIANCE WITH SUCH SECTIONS, OR AN INJUNCTION TO ENJOIN THE CONTINUANCE OF ANY SUCH BREACH OR VIOLATION THEREOF. BUYER AGREES TO WAIVE ANY REQUIREMENT FOR A BOND IN CONNECTION WITH ANY SUCH INJUNCTIVE OR OTHER EQUITABLE RELIEF.

ACKNOWLEDGMENT AS TO ACCEPTANCE OF THE IMMEDIATELY PRECEDING LIQUIDATED DAMAGES PROVISION:

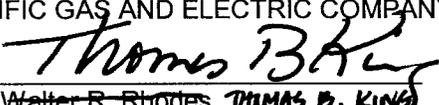
Buyer:


BARBARA V. WILIPPO, as Trustee of The
Bobbie Wilippo Revocable Trust, dtd May
1, 2001

Seller:

PACIFIC GAS AND ELECTRIC COMPANY

By:


Walter R. Rhodes ~~THOMAS B. KING~~
Vice President, ~~PRESIDENT AND CHIEF EXECUTIVE OFFICER~~
~~Strategic Sourcing and Operations Support~~

9.2 Seller's Default. If the sale of the Property under this Agreement shall not be closed because of a default by Seller, Buyer shall have, at its option and as its sole remedies, the following:

(a) The right to pursue specific performance of this Agreement, provided that Buyer waives in writing any right it may have to bring an action for, or assert, any damages against Seller for such default of Seller. In no event shall Buyer be entitled to any damages as a result of a default by Seller under this Agreement.

(b) As an alternative to the remedy provided in Section 9.2(a), the right to terminate this Agreement and receive a return of the Deposit and any interest thereon, whereupon neither party shall have any further rights or obligations hereunder, except those which expressly survive termination.

9.3 Failure of Conditions. If prior to the close of escrow Seller discloses to Buyer or Buyer discovers that (a) title to the Property is subject to defects, limitations or encumbrances other than as shown on the Title Report, or (b) any representation or warranty of Seller contained in this Agreement is, or as of the Closing Date will be, untrue, then Buyer shall, within three (3) days following Buyer's receipt of such information, give Seller written notice of its objection thereto, which objection shall be in writing and shall specifically delineate the reasons therefor. If Buyer fails to furnish Seller with such an objection notice within said three (3) day period, Buyer shall be deemed to have irrevocably waived any right to object to such information, and this Agreement shall continue in full force and effect. However, if Buyer furnishes Seller with such an objection notice within said three (3) day period, Seller may elect by notice to Buyer either (i) to attempt to cure or otherwise remedy Buyer's objection (in which event, Seller may postpone the close of escrow for up to thirty (30) days to effect said cure) or (ii) not to cure or otherwise remedy Buyer's objection. Buyer acknowledges and agrees that Seller shall have no obligation to cure any objection. If Seller is unable or unwilling to cure Buyer's objection and Buyer fails to waive the objection within ten (10) days after notice thereof from Seller, this Agreement will terminate automatically, and, provided that Buyer shall not be in default hereunder, Seller shall promptly direct the Escrow Holder to return the Deposit and any interest thereon to Buyer, whereupon neither party shall have any further rights or obligations hereunder, except those which expressly survive termination.

10. BROKERS.

10.1 Seller. Seller hereby represents and warrants to Buyer that Seller has incurred no obligation to any finder or real estate broker or salesperson with respect to this transaction, and in the event that any contrary claim is made, Seller shall indemnify, defend and hold Buyer harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and costs) with respect to any such additional finder, broker or salesperson. The representations, warranties and covenants of Seller contained in this Section 10.1 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

10.2 Buyer. Buyer hereby represents and warrants to Seller that Buyer has not incurred any obligation to any finder or real estate broker or salesperson with respect to this transaction, and in the event that any contrary claim is made, Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and costs) with respect to any such finder, broker or salesperson. The representations, warranties and covenants of Buyer contained in this Section 10.2 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

11. MISCELLANEOUS.

11.1 Operation of the Property Prior to Closing. During the period from the date of Seller's execution of this Agreement to the close of escrow, Seller shall maintain the Property in the condition in which it exists as of the Effective Date, normal wear and tear excepted, and otherwise act with respect to the Property in accordance with its pre-existing practices as if the Property were not to be sold to Buyer. Seller agrees not to enter into any lease, management agreement or maintenance or service contract, or alter or amend any of the material terms of any such existing agreements during such interim period, without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

11.2 Survival of Seller's Representations and Warranties. The representations and warranties of Seller contained in Sections 6.1 and 10 of this Agreement shall survive the close of escrow and continue for a period of six (6) months thereafter and shall thereupon expire and be of no further force and effect. Any claim for breach of any such representations and warranties must be made within such 6-month period or shall be waived. Notwithstanding the foregoing, in the event Buyer discovers prior to the close of escrow that any representations or warranties made by Seller are untrue or inaccurate, or that Seller failed to make any material disclosures to Buyer regarding the Property (collectively, "Disclosure Defects"), Seller shall bear no liability for such matters, and Buyer shall, as its sole remedy (provided that Seller has not breached an express covenant set forth in this Agreement), elect either to (a) waive such matters and complete the purchase of the Property in accordance with the terms of this Agreement or (b) terminate this Agreement and receive a refund of the Deposit plus all interest accrued thereon. Buyer's consent to the close of escrow in this transaction shall conclusively demonstrate Buyer's waiver of any Disclosure Defects known to Buyer prior to the close of escrow, and Buyer shall not be entitled to make any claim or bring any action for damages against Seller arising out of any Disclosure Defects.

11.3 Time of Essence. Time is of the essence of this Agreement and each and every provision hereof.

11.4 Further Assurances. Each party hereto agrees to execute and deliver to the other party such further documents or instruments as may be necessary or appropriate in order to carry out the intentions of the parties as contained in this Agreement.

11.5 Binding Effect; Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the heirs, successors and assigns of the parties hereto. Notwithstanding the foregoing, Buyer shall have no right to assign its rights and obligations under this Agreement unless (a) Buyer shall obtain the prior written consent of Seller to such assignment, which consent shall not be unreasonably withheld, (b) Buyer shall not then be in default of any of its obligations under this Agreement, (c) Seller shall have approved the form of assignment, (d) the assignee shall have expressly assumed all of the obligations of Buyer under this Agreement, (e) Buyer shall furnish Seller with evidence acceptable to

Seller that the proposed assignee possesses the financial ability to perform Buyer's obligations contemplated by this Agreement, and (f) Buyer shall continue to be primarily liable under this Agreement; provided, however, that Buyer may freely assign its rights and obligations under this Agreement to any parent company, subsidiary or affiliate of Buyer, or to any partnership or other entity to be formed by Buyer for the purpose of acquiring the Property, provided that Buyer shall not be released of its obligations under this Agreement. Buyer agrees to reimburse Seller, within thirty (30) days after demand, for all costs and expenses (including attorneys' fees and costs) incurred by Seller in connection with any assignment of Buyer's interest in this Agreement, whether or not Seller's consent to such assignment is required or obtained, including, without limitation, all costs and expenses (including attorneys' fees and costs) incurred to amend any pending application for approval(s) described in Section 7 above as a result of such assignment. Buyer acknowledges that fees attributable to the work of Seller's in-house attorneys are reimbursable under the preceding sentence, and that such fees shall be calculated as provided in Section 11.11 below. Buyer acknowledges and agrees that Seller shall have the right to assign or otherwise convey its rights and/or obligations under this Agreement and/or with respect to the Property without the consent of Buyer, provided that Seller provides written notice of such assignment or conveyance, and the assignee assumes the remaining obligations of Seller under this Agreement. Said assignee shall be substituted as Seller hereunder and shall be entitled to the benefit of and may enforce Buyer's covenants, representations and warranties hereunder as if such assignee were the original Seller hereunder.

11.6 Severability. If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severable; provided, however, if such unenforceability or invalidity alters the substance of this Agreement (taken as a whole) so as to deny either party, in a material way, the realization of the intended benefit of its bargain, such party may terminate this Agreement within thirty (30) days after the final determination by notice to the other. If such party so elects to terminate this Agreement, then this Agreement shall be terminated, the Deposit, and any accrued interest thereon, shall be returned to Buyer, each party shall pay one-half (1/2) of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination.

11.7 Governing Laws; Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Seller and Buyer agree that the venue of any action, proceeding or counterclaim on any matter whatsoever arising out of or in any way connected with this Agreement shall be in the County of San Francisco, California. The covenants of Seller and Buyer contained in this Section 11.7 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

11.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.9 Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be either personally delivered or transmitted by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or Airborne Express, addressed to the parties as follows:

If to Seller:

Isabel Harris
Pacific Gas and Electric Company
245 Market Street
Mail Code N10A
San Francisco, CA 94105

With a copy to:

Wendy Coleman, Esq.
Law Department
Pacific Gas and Electric Company
77 Beale Street, Mail Code B30A
San Francisco, CA 94105

If to Buyer: Barbara V. Wilippo
815 North Lincoln Street
Dixon, CA 95620

The date of any notice or communication shall be deemed to be the date of receipt if delivered personally, or the date of the receipt or refusal of delivery if transmitted by mail or overnight courier. Any party may change the address for notice by giving notice to the other party in accordance with this Section 11.9.

11.10 Prior Agreements. This Agreement and the exhibits hereto contain the entire understanding of the parties relating to the subject matter hereto and shall supersede any prior written or oral agreements or communications between the parties pertaining to such subject matter.

11.11 Attorneys' Fees. In the event that any party shall bring an action to enforce its rights under this Agreement, or relating to the interpretation hereof, whether for declaratory or other relief, the prevailing party in any such proceeding shall be entitled to recover from the other party reasonable attorneys' fees and all costs, expenses and disbursements that the prevailing party incurred in connection with such proceeding and any appeal thereof (including, but not limited to, the reasonable costs of discovery, investigation, preparation for trial, professional or expert consultation and testimony). A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. For purposes hereof, the reasonable fees of Seller's in-house attorneys who perform services in connection with any such action are recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by Seller's Law Department. Any such fees and costs incurred prior to judgment, award, or decree may be included in any judgment, award or decree entered in such proceeding in favor of the prevailing party. Any such fees, costs and expenses incurred by the prevailing party in enforcing a judgment, award or decree in its favor shall be recoverable separately from and in addition to any other amount included in such judgment, award or decree. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

11.12 Confidentiality. Neither party shall disclose the terms of this Agreement to any third party without the prior written consent of the other party. It is understood that the confidentiality of the terms hereof is critical to preserve the financial integrity of the Property.

11.13 Limitation on Liability. Buyer expressly agrees that the obligations and liabilities of Seller under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives of Seller. Notwithstanding anything to the contrary, Seller's liability, if any, arising in connection with this Agreement or with the Property shall be limited to Seller's interest in the Property for the recovery of any judgment against Seller, and Seller shall not be personally liable for

any such judgment or deficiency after execution thereon. The limitations of liability contained in this Section 11.13 shall apply equally and inure to the benefit of Seller's present and future officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives, and their respective heirs, successors and assigns.

11.14 Exhibits. The following Exhibits are attached hereto and incorporated by reference into this Agreement:

- Exhibit A - Legal Description of Property
- Exhibit B - Escrow Opening Instructions
- Exhibit C - Joint Escrow Closing Instructions
- Exhibit D - Release and Indemnity Agreement
- Exhibit E - Intentionally Omitted
- Exhibit F - Intentionally Omitted
- Exhibit G - Natural Hazard Disclosure Statement
- Exhibit H - Disclosure Exhibit

11.15 Required Actions of Buyer and Seller. Buyer and Seller agree to take such reasonable actions, including but not limited to acknowledging, delivering or executing instruments and documents, as may be required to effectuate the purposes of this Agreement or to consummate the purchase and sale of the Property as contemplated herein.

11.16 Back-Up Offers. Seller shall have the right to solicit, receive, consider and accept so-called "back-up" offers to purchase the Property.

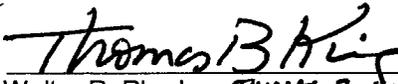
11.17 Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Agreement as Buyer, the liability of each such individual, corporation, partnership or other business association to perform Buyer's obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Buyer shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

11.18 Mediation. In the event any dispute arises concerning the enforcement and/or interpretation of this Agreement, including, but not limited to, any claim that either party has breached this Agreement, or any dispute concerning Hazardous Substances (as defined in the Release Agreement), the parties agree to attempt initially to settle such claims or disputes in good faith between themselves. Said obligation to discuss settlement of such claims or disputes shall be initiated by written notice of such claim or dispute. Should the parties not settle such claims or disputes within thirty (30) days of the date of mailing of said notice or within such additional time period to which the parties agree in writing (the "Negotiation Period"), the parties agree to submit any such claim or dispute to mediation. The parties shall select a mediator within thirty (30) days of the expiration of the Negotiation Period (the "Selection Period"), either by mutual agreement or, in the absence of agreement on a mediator, by requesting during the Selection Period that the American Arbitration Association in San Francisco, California appoint a mediator. The mediation shall be commenced within thirty (30) days of the selection of a mediator by the parties or the American Arbitration Association. Except as provided herein or by written agreement of the parties, the mediation shall be conducted in San Francisco pursuant to the rules of the American Arbitration Association. Should the dispute be settled in mediation prior to litigation, each party shall bear its own costs and attorney's fees. If the parties are not able to settle the dispute through mediation per this paragraph, each party shall have all remedies entitled to such party by law or at equity. The covenants of Buyer and Seller contained in this Section 11.18 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

SELLER:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

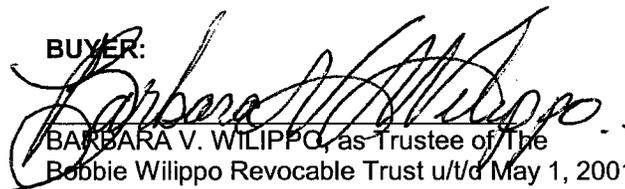
By: 
Walter R. Rhodes ~~THOMAS B. KING~~
Vice President, ~~Strategic Sourcing and Operations Support~~ **PRESIDENT AND CHIEF EXECUTIVE OFFICER**

Date: MAY 31, 2016

APPROVED AS TO FORM:


Attorney

BUYER:


BARBARA V. WILIPPO, as Trustee of The
Bobbie Wilippo Revocable Trust u/t/d May 1, 2001

Date: _____

NOTE: BUYER AND SELLER ARE TO SPECIFICALLY ACKNOWLEDGE THEIR AGREEMENT WITH SECTION 9.1 HEREOF BY PLACING THEIR SIGNATURES WHERE INDICATED BELOW SUCH SECTION.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain real property situated, lying and being in the County of Solano, State of California, described as follows, to wit:

(APN 0113-063-020)

PARCEL ONE

The parcel of land conveyed by Earl D. Brown and Edith C. Brown, husband and wife, to Pacific Gas and Electric Company by deed dated June 5, 1927 and recorded in Book 24 of Official Records at page 443, Solano County Records, and therein described as follows:

“Commencing at a point in the east side of Adams Street, 145 feet, 2 ½ inches north of the north line of “D” Street and running thence north along the east line of Adams Street 154 feet 9 ½ inches to the south line of “E” Street; thence east 150 feet; thence south 154 feet 9 ½ inches and thence west 150 feet to the place of beginning and being a portion of Block Fourteen (14), as the same is shown on the Official Map of Dickson’s Addition to the Town of Dixon, now on file and of record in the Recorder’s Office of Solano County.”;

EXCEPTING THEREFROM the parcel of land described in the deed from Pacific Gas and Electric Company to the Town of Dixon dated January 17, 1956 and recorded in Book 814 of Official Records at page 46, Solano County Records.

PARCEL TWO

The parcel of land conveyed by Katherine G. Rhoades to Pacific Gas and Electric Company by deed dated November 25, 1927 and recorded in Book 17 of Official Records at page 141, Solano County Records, and therein described as follows:

“Beginning at a point in the northerly boundary line of “D” Street distant thereon 87.0 feet easterly from the easterly boundary line of Adams Street, and running thence easterly along the northerly boundary line of “D” Street, 46.0 feet; thence northerly parallel with the said easterly boundary line of Adams Street, 146.0 feet; thence westerly parallel with the said northerly boundary line of “D” Street 46.0 feet; thence southerly parallel with the said easterly boundary line of Adams Street, 146.0 feet, more or less, to the point of beginning.”

The foregoing legal description of the Property may be subject to errors and omissions. The legal description of the Property shall be confirmed by the title insurer prior to conveyance of the Property to buyer. Any prospective buyer should make its own independent investigation to verify the accuracy of the legal description.

EXHIBIT B

ESCROW OPENING INSTRUCTIONS

Date: _____

Placer Title Company
21 Towne Square, 2nd Floor
Vacaville, California 95688
Attention: Tiffany Alonzo

Re: Escrow No. 503-3464
PG&E's Dixon Davis Cordelia T/L West D-E Street Property, Solano County, California

Ladies and Gentlemen:

Barbara V. Wilippo, as Trustee of The Bobbie Wilippo Revocable Trust u/t/d May 1, 2001, as Buyer under that certain Standard Purchase and Sale Agreement ("Purchase Agreement") dated _____, 2006, by and between Barbara V. Wilippo, as Trustee of The Bobbie Wilippo Revocable Trust u/t/d May 1, 2001, as Buyer, and Pacific Gas and Electric Company, as Seller, delivers to you herewith (a) three (3) fully executed originals of these Escrow Opening Instructions, (b) a copy of the fully executed Purchase Agreement and (c) a wire transfer/its certified/cashier's check in the amount of Eight Hundred Twenty-One Dollars (\$821.00) (the "Deposit") to open escrow for the purchase of the following property: PG&E's Dixon Davis Cordelia T/L West D-E Street Property, Solano County, California (the "Property"). Please note the following information regarding the proposed sale of the Property:

1. The Assessor's Parcel No. is 0113-063-020, and SBE No. is 135-48-1A-1.
2. The Seller is Pacific Gas and Electric Company, 245 Market Street, Mail Code N10A, San Francisco, California 94105, Attention: Isabel Harris.
3. The purchase price of the Property is Sixteen Thousand Four Hundred Eighteen Dollars (\$16,418.00).
4. All notices with regard to this escrow should be sent to the Seller at the address above.
5. The Buyer is the trustee of a revocable trust.
6. Closing is scheduled to occur on October 3, 2006.
7. You are hereby instructed to place the Deposit in a federally insured, interest-bearing account to earn interest for the benefit of the party entitled to the Deposit under the Purchase Agreement.
8. You are hereby authorized, without further instruction by Buyer or Seller, except as expressly provided in Section 9 of the Purchase Agreement, to comply with the terms of said Section 9 in the event that the sale of the Property shall not be consummated by reason of a default by Buyer or Seller under the Purchase Agreement. A copy of the relevant provisions of Section 9 of the Purchase Agreement is set forth on Attachment "1" attached hereto.
9. These Instructions may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
10. We wish to bring to your attention that the Purchase Agreement contains the following provision regarding confidentiality, and you are hereby directed to take all necessary steps to maintain in

strict confidence the existence of the Purchase Agreement (except as may be required by law or to perform your duties as escrow agent):

11.12 Confidentiality. Neither party shall disclose the terms of this Agreement to any third party without the prior written consent of the other party. It is understood that the confidentiality of the terms hereof is critical to preserve the financial integrity of the Property.

Please acknowledge your receipt of the Deposit and opening of escrow by executing each copy of these instructions where indicated below, and returning one (1) original of the same to Seller and Buyer at the addresses set forth above.

Very truly yours,

SELLER:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: *Barbara*
Its: _____

BUYER:

Barbara Wilippo
BARBARA V. WILIPPO, as Trustee of
The Bobbie Wilippo Revocable Trust
u/t/d May 1, 2001

Date: _____

RECEIPT AND ACKNOWLEDGMENT

In accordance with the Purchase and Sale Agreement between Pacific Gas and Electric Company, as Seller, and Barbara V. Wilippo, as Trustee of The Bobbie Wilippo Revocable Trust u/t/d May 1, 2001, as Buyer, respecting PG&E's Dixon Davis Cordelia T/L West D-E Street Property Property, Solano County, California, escrow has been opened on _____, 2006, with a deposit in the amount of Eight Hundred Twenty-One Dollars (\$821.00) by wire transfer/cashier's check/certified check (circle one).

TITLE COMPANY:

PLACER TITLE COMPANY

By: _____

Its: _____

ATTACHMENT "1"

9. DEFAULT.

9.1 Buyer's Default.

(a) IN THE EVENT THAT THE SALE OF THE PROPERTY TO BUYER UNDER THIS AGREEMENT SHALL NOT BE CONSUMMATED BECAUSE OF A DEFAULT BY BUYER, SELLER MAY UNILATERALLY TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING WRITTEN NOTICE TO BUYER AND THE TITLE COMPANY, AS ESCROW HOLDER. THEREUPON, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS UNDER THIS AGREEMENT, AND ESCROW HOLDER IS HEREBY IRREVOCABLY INSTRUCTED BY BUYER AND SELLER TO DISBURSE THE DEPOSIT, PLUS ANY ACCRUED INTEREST THEREON, TO SELLER AS LIQUIDATED DAMAGES. IN ADDITION, ESCROW HOLDER SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, AND ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER. SELLER'S RETENTION OF THE DEPOSIT IS NOT INTENDED AS A FORFEITURE OR A PENALTY, BUT IS INTENDED TO COMPENSATE SELLER FOR DAMAGES IT WILL SUSTAIN BY REASON OF SUCH DEFAULT BY BUYER, INCLUDING DAMAGES RESULTING FROM THE REMOVAL OF THE PROPERTY FROM THE MARKET, THE LOSS OF BUSINESS AND DEVELOPMENT OPPORTUNITIES AND THE LOSS OF PROSPECTIVE INVESTMENT IN OTHER PROPERTY. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF SELLER'S ACTUAL DAMAGES AS A RESULT OF BUYER'S DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, AND THE AMOUNT PROVIDED FOR HEREIN IS A REASONABLE ESTIMATE OF SUCH DAMAGES. BY THEIR SIGNATURES BELOW, SELLER AND BUYER SPECIFICALLY ACKNOWLEDGE THEIR ACCEPTANCE AND APPROVAL OF THE FOREGOING LIQUIDATED DAMAGES PROVISION.

EXHIBIT C

JOINT ESCROW CLOSING INSTRUCTIONS

Date: _____

Placer Title Company
21 Towne Square, 2nd Floor
Vacaville, California 95688
Attention: Tiffany Alonzo

Re: Escrow No. 503-3464
PG&E's Dixon Davis Cordelia T/L West D-E Street Property, Solano County, California

Ladies and Gentlemen:

These shall constitute the Joint Escrow Closing Instructions of Pacific Gas and Electric Company ("PG&E" or "Seller") and Barbara V. Wilippo, as Trustee of The Bobbie Wilippo Revocable Trust u/t/d May 1, 2001 ("Buyer") under that certain Standard Purchase and Sale Agreement dated _____, 2006, ("Purchase Agreement") with regard to the following property: PG&E's Dixon Davis Cordelia T/L West D-E Street Property, Solano County, California (the "Property").

1. **Documents and Funds.**

You shall be in a position to close escrow upon fulfillment of all of the conditions set forth below:

1.1 When you have received from the Seller and the Buyer, as indicated below, the following funds and documents:

(a) From the Seller:

(i) A Grant Deed duly executed and acknowledged by Seller conveying the Property to Buyer; and

(ii) Both California and U.S. non-foreign person affidavits ("Affidavits") executed by Seller.

(b) From the Buyer:

(i) The Deposit in the amount of Eight Hundred Twenty-One Dollars (\$821.00);

(ii) The balance of the Purchase Price in the amount of Fifteen Thousand Five Hundred Ninety-Seven Dollars (\$15,597.00);

(iii) The Release and Indemnity Agreement in the form attached as Exhibit D to the Purchase Agreement ("Release Agreement"), duly executed and acknowledged by Buyer; and

(iv) Any additional funds required to pay Buyer's share of closing costs and prorations.

1.2 The Title Company shall be prepared to issue to Buyer title insurance coverage in accordance with Section 4.4 of the Purchase Agreement.

1.3 You have received telephonic confirmation from Buyer's and Seller's counsel that all of the conditions to the close of escrow to be fulfilled outside of this escrow have been fulfilled to the satisfaction of Buyer and Seller.

1.4 Upon satisfaction of the foregoing conditions, you are to inform Buyer's and Seller's counsel by telephone that all such conditions have been satisfied.

2. **Special Note: Real Property Taxes.**

Real property owned by PG&E is assessed by the California State Board of Equalization and not by the County Assessor. Property is assessed as of January 1 in each year and the tax becomes a lien on the property as of January 1 for the subsequent July 1 - June 30 tax year. Property will not be removed from the state tax rolls to the county tax rolls until the tax year following the one in which title to the property is transferred. **Therefore, if this escrow closes between January 1 and June 30, you are instructed to collect from Buyer its pro rata share of taxes for the current tax year AND the entire amount of the tax for the tax year beginning on the July 1 immediately following the close of escrow. If escrow closes between July 1 and December 31, you are instructed to collect from the Buyer its pro rata share of the taxes for the current tax year only.** PG&E has undertaken directly with the Buyer to pay property taxes due and payable for the tax years for which PG&E has collected funds from the Buyer.

3. **Steps to Close Escrow.**

When you are in a position to close escrow, you shall proceed as follows:

3.1 Record the Grant Deed and instruct the Solano County Recorder to deliver the original Grant Deed to Buyer after recording;

3.2 Record the Release Agreement and instruct the Solano County Recorder to deliver the original Release Agreement to Seller after recording;

3.3 Charge the respective accounts of Buyer and Seller for recording fees, filing fees, real property conveyance or documentary transfer taxes, title insurance premiums, notary fees, escrow fees and other costs and proration in accordance with Sections 3.4 and 3.5 of the Purchase Agreement;

3.4 Pay to or for the account of Seller the amount of the Purchase Price, plus the prorated real property taxes for the current tax year and, if applicable, all of the real property taxes for the following tax year, and less any closing costs and proration agreed to by Seller and in the manner directed by Seller;

3.5 Deliver conformed copies of the Grant Deed and Release Agreement with the recording information thereon, to each of Buyer and Seller;

3.6 Deliver the Affidavits to Buyer;

3.7 Deliver final escrow settlement statements to Buyer and Seller; and

3.8 Comply with any additional supplemental instructions submitted by Buyer or Seller, which are not inconsistent with these instructions.

4. **Miscellaneous.**

4.1 These instructions may not be modified except in writing executed by the undersigned or the party to be charged. If this escrow is not in a position to close by 8:00 o'clock a.m. on October 3, 2006, then you are to hold all documents and funds until further instructed by the undersigned.

4.2 These instructions may be executed in counterparts, and when taken together, the counterparts shall constitute one set of escrow instructions.

4.3 If you have any questions regarding these instructions, please contact the undersigned.

If you agree to be bound by these instructions, please acknowledge the enclosed two copies of these instructions and return one copy each to Buyer and Seller.

Very truly yours,

SELLER:

Date: _____, _____

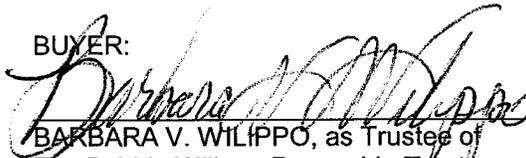
PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Its: _____

Date: _____, _____

BUYER:


BARBARA V. WILIPPO, as Trustee of
The Bobbie Wilippo Revocable Trust
u/t/d May 1, 2001

RECEIPT AND ACKNOWLEDGMENT:

PLACER TITLE COMPANY

By: _____

Its: _____

EXHIBIT D

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

ISABEL HARRIS
PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street
Mail Code N10A
San Francisco, CA 94105

RELEASE AND INDEMNITY AGREEMENT

THIS RELEASE AND INDEMNITY AGREEMENT ("**Agreement**"), dated as of _____, 2006, executed by Barbara V. Wilippo, as Trustee of The Bobbie Wilippo Revocable Trust u/t/d May 1, 2001 ("**Buyer**") in favor of PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Seller**"), is entered into with reference to that certain Standard Purchase and Sale Agreement dated _____, 2006, by and between Buyer and Seller (the "**Purchase Agreement**"), pursuant to which Buyer is acquiring from Seller that certain real property described on **Attachment A** hereto and made a part hereof, and other Property more particularly described in the Purchase Agreement. Unless otherwise stated herein, all capitalized words herein shall have the meaning ascribed to them in the Purchase Agreement.

In consideration of, and as a material inducement to, Seller's sale of the Property to Buyer and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer hereby agrees as follows:

1. **Definitions.** The following terms have the meanings ascribed to them below for purposes of this Agreement:

1.1 "**Electromagnetic Fields**" or "**EMFs**" means electric and magnetic fields, electromagnetic fields, electromagnetic radiation, power frequency fields and extremely low frequency fields, howsoever designated, whether emitted by electric transmission lines, other electrical distribution equipment or by any other means.

1.2 "**Environmental Requirements**" means all applicable present and future laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, judicial, administrative and regulatory decrees, directives and judgments of all governmental agencies, departments, commissions and boards, relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, including, without limitation, all requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of Hazardous Substances, whether solid, liquid or gaseous in nature, into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, whether solid, liquid or gaseous in nature.

1.3 "**Hazardous Substances**" means any hazardous or toxic material or waste that is or becomes regulated by any local governmental authority, the State of California or the United States Government under any Environmental Requirements. For purposes of this Agreement, Hazardous Substances include, without limitation, any material or substance:

(a) now or hereafter defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste" or "toxic substance" or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) ("CERCLA"); the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Clean Water Act (33 U.S.C. §§1251 et seq.); the Safe Drinking Water Act (33 U.S.C. § 300f et seq.); the River and Harbors Act of 1899 (33 U.S.C. §§ 401 et seq.); the National Emission Standard for Hazardous Air Pollutants for Asbestos (40 C.F.R. §§ 61.140 et seq.), the OSHA Construction Standard (29 C.F.R. §§ 1926.1001 et seq.); the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); the Oil Pollution Act (33 U.S.C. § 300f et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§136 et seq.); the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.); the Atomic Energy Act of 1954, (42 U.S.C. §§2014 et seq.); the Nuclear Waste Policy Act of 1982 (42 U.S.C. §§10101 et seq.); the Medical Waste Management Act (Cal. Health and Safety Code §§25015 et seq.); the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13020 et seq.); the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Cal. Health and Safety Code §§25300 et seq.); the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 et seq.); and all rules and regulations of the United States or California Environmental Protection Agency or any successor agency, or any other state or federal department, board or agency, or any other agency or governmental board or entity having jurisdiction, as any of the foregoing have been, or are hereafter amended from time to time; or

(b) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any State of the United States or any political subdivision thereof; or which cause, or are listed by the State of California as being known to the State of California to cause, cancer or reproductive toxicity; or

(c) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons or to the environment; or

(d) that contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(e) that contains lead-based paint or other lead contamination, polychlorinated biphenyls ("PCBs") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(f) that contains radon gas.

1.4 "**Remediation**" refers to the process of, and all work and planning performed in connection with, the investigation, testing for, monitoring, remediation, containment, transportation, removal and disposal or recycling of Hazardous Substances and containers of Hazardous Substances from the Property and any other property to which Hazardous Substances originating on the Property have migrated ("**Other Property**"), and the repair and restoration of the Property and Other Property, regardless of whether such actions are required by Environmental Requirements.

2. **Generally.** It is the intent of the parties that Buyer shall (as between Seller and Buyer) bear all responsibility, cost and risk of Hazardous Substances and EMFs existing on the Property or Other Property, whether prior to and/or after the close of escrow, and the parties have taken this into account in establishing the Purchase Price for the Property. To ensure that Buyer understands the risks inherent in Buyer's execution of this Agreement, Seller has strongly advised Buyer to investigate the condition and suitability of all aspects of the Property and all matters affecting the value or desirability of the Property, including, without limitation, potential environmental hazards arising from the presence of Hazardous

Substances or EMFs on, under, about, adjacent to or affecting the Property. Buyer hereby acknowledges and confirms that it has been afforded the opportunity to, and has, as of the date hereof, performed all environmental inspections, tests and studies, including, without limitation, invasive testing and/or groundwater sampling on, under, about or adjacent to the Property, which Buyer and its environmental consultants and engineers have deemed necessary to assess the condition of the Property and to assume the risk of the release and indemnity provided for in this Agreement.

3. Release.

3.1 Buyer, for itself, and for any future owners of all or a part of the Property, and each of their respective predecessors, successors, assigns, licensees, officers, directors, employees, agents, partners, shareholders, transferees, parent and subsidiary corporations, legal representatives, heirs, beneficiaries, executors and administrators (together with Buyer, the "**Releasing Parties**") hereby fully and forever releases, exonerates, discharges and covenants not to sue Seller and/or each and all of its past, present and future officers, directors, partners, employees, agents, representatives, shareholders, attorneys, affiliates, parent and subsidiary corporations, divisions, insurance carriers, heirs, legal representatives, beneficiaries, executors, administrators, predecessors, transferees, successors (including, without limitation, lenders who become successors-in-title) and assigns (hereinafter "**Released Parties**") of, from and for any and all losses (including diminution in the value of the Property and other consequential damages), costs, claims, demands, actions, suits, orders, causes of action, obligations, controversies, debts, expenses, accounts, damages, judgments and liabilities of whatever kind or nature, and by whomsoever asserted, in law, equity or otherwise (each a "**Claim**" and, collectively, "**Claims**") that the Releasing Parties or the Property may suffer or claim to suffer, based in whole or in part on the presence, or threatened or suspected presence, generation, processing, use, management, treatment, storage, disposal, Remediation, transportation, recycling, emission or release or threatened emission or release, whether in the past, present or future, of any Hazardous Substances or EMFs on, about, adjacent to or affecting the Property.

3.2 Buyer represents and warrants to Seller that it is the sole and lawful owner of all right, title and interest in and to every Claim that Buyer purports to release herein, and that it has not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm, association, corporation or other entity, any right, title or interest in any such Claim. In the event that such representation is false, and any such Claim is asserted against any of the Released Parties, by any party or entity who is the assignee or transferee of such Claim, then Buyer shall fully indemnify, defend and hold harmless the Released Party against whom such Claim is asserted from and against such Claim and from all actual costs, fees, expenses, liabilities and damages that that party incurs as a result of the assertion of such Claim.

4. Indemnity.

4.1 Buyer agrees and covenants, at its sole cost and expense, to indemnify, protect, defend by counsel approved by Seller, and hold the Released Parties harmless, from and against any and all Claims (including, without limitation, the payment of damages, both actual and consequential, the payment of the actual fees and expenses of experts, attorneys and others and the payment of "response costs" under CERCLA or any other Environmental Requirements) arising from or relating, in whole or in part, to (a) any violation of the Environmental Requirements including, without limitation, attorneys' fees and consultants' fees, investigation and laboratory fees, court costs and other litigation expenses with respect to the Property; (b) any lawsuit brought or threatened, settlement reached, or government order relating to any Hazardous Substances on, about, adjacent to or affecting the Property; (c) the use, generation, refining, manufacture, transportation, transfer, production, processing, storage, handling or treatment of any Hazardous Substances on, under, from, or affecting the Property or Other Property; (d) the presence, disposal, dumping, escape, seepage, leakage, spillage, discharge, emission, pumping, emptying, injecting, leaching, pouring, release or threatened release of any Hazardous Substances on, under, from or affecting the Property or any Other Property; (e) any Remediation of any Hazardous Substances on, under, about or affecting the Property or any Other Property to the extent required by any

Environmental Requirements; or (f) any personal injury (including wrongful death) or property damage (real or personal) resulting from any Hazardous Substances on, under, from or affecting the Property or any Other Property.

4.2 The purpose of the foregoing indemnity is to protect Seller and the other Released Parties from expenses and obligations related to Hazardous Substances on the Property and the other Property to the fullest extent permitted by law. The Buyer's obligation to defend includes, but is not limited to, the obligation to defend claims and participate in administrative proceedings, even if they are false or fraudulent. Buyer understands and agrees that its liability to Seller shall arise upon the earlier to occur of (a) the discovery of, or the threat or suspected presence of, any Hazardous Substances on, under, about or adjacent to or affecting the Property, whether or not the United States Environmental Protection Agency, any other federal agency or any state or local environmental or other agency or political subdivision or any court, administrative panel or tribunal has taken or threatened any action in connection with the presence, or threatened or suspected presence, of any Hazardous Substances or (b) the institution of any Claims, and not upon the realization of loss or damage.

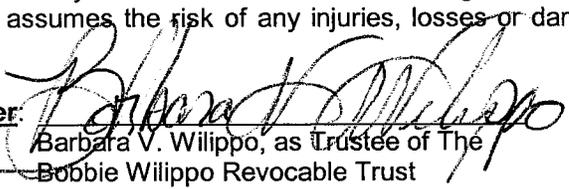
5. **Statutory Waiver.** Buyer acknowledges that it may hereinafter discover facts different from or in addition to those that it now knows or believes to be true with respect to the matters which are the subject of this Agreement, and agrees that this Agreement shall remain in effect in all respects, notwithstanding the discovery of such different or additional facts. In addition, Buyer understands and agrees that its agreements and covenants contained in this Agreement extend to all claims of any nature and kind, known or unknown, suspected or unsuspected, based in whole or in part on facts existing in the past or as of the date hereof, and in that regard, Buyer acknowledges that it has read, considered and understands the provisions of Section 1542 of the California Civil Code which reads as follows:

Section 1542. General Release

A general release does not extend to claims which a creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Based upon the advice of its counsel, Buyer knowingly and voluntarily waives and relinquishes any and all rights that it may have under Section 1542 as well as under the provisions of all comparable, equivalent, or similar statutes and principles of common law or other decisional law of any and all states of the United States or of the United States. Buyer understands and acknowledges the significance and consequences of this waiver and hereby assumes the risk of any injuries, losses or damages that may arise from such waiver.

Buyer:


Barbara V. Wilippo, as Trustee of The
Bobbie Wilippo Revocable Trust
u/t/d May 1, 2001

6. **Notice by Buyer.** Buyer shall promptly notify Seller of any notice of potential liability for costs of Remediation, and following such notification (or the determination by Seller of its potential liability for such costs) provide such information and reports with respect to such potential liability and the status of Hazardous Substances or EMFs on the Property or Other Property as Seller shall reasonably request.

7. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller as follows:

7.1 Buyer has in all respects voluntarily and knowingly executed this Agreement.

7.2 Buyer has had an opportunity to seek and has sought independent legal advice from attorneys of his or its choice with respect to the advisability of executing this Agreement.

7.3 Buyer has made such investigation of the facts pertaining to this Agreement as it deems necessary.

7.4 The terms of this Agreement are contractual and are the result of negotiation between Buyer and Seller.

7.5 This Agreement has been carefully read by Buyer and the contents hereof are known and understood by Buyer.

8. Mediation. In the event any dispute arises concerning the enforcement and/or interpretation of this Agreement, including, but not limited to, any claim that either party has breached this Agreement, or any dispute concerning Hazardous Substances, the parties agree to attempt initially to settle such claims or disputes in good faith between themselves. Said obligation to discuss settlement of such claims or disputes shall be initiated by written notice of such claim or dispute. Should the parties not settle such claims or disputes within thirty (30) days of the date of mailing of said notice or within such additional time period to which the parties agree in writing (the "Negotiation Period"), the parties agree to submit any such claim or dispute to mediation. The parties shall select a mediator within thirty (30) days of the expiration of the Negotiation Period (the "Selection Period"), either by mutual agreement or, in the absence of agreement on a mediator, by requesting during the Selection Period that the American Arbitration Association in San Francisco, California appoint a mediator. The mediation shall be commenced within thirty (30) days of the selection of a mediator by the parties or the American Arbitration Association. Except as provided herein or by written agreement of the parties, the mediation shall be conducted in San Francisco pursuant to the rules of the American Arbitration Association. Should the dispute be settled in mediation prior to litigation, each party shall bear its own costs and attorney's fees. If the parties are not able to settle the dispute through mediation per this paragraph, each party shall have all remedies entitled to such party by law or at equity.

9. Miscellaneous.

9.1 Buyer acknowledges (a) this Agreement is the result of extensive good faith negotiations between Buyer and Seller through their respective counsel, (b) Buyer's counsel has carefully reviewed and examined this Agreement before execution by Buyer, and (c) any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

9.2 In the event that any party shall bring an action to enforce its rights under this Agreement, or relating to the interpretation hereof, whether for declaratory or other relief, the prevailing party in any such proceeding shall be entitled to recover from the other party reasonable attorneys' fees and all costs, expenses and disbursements that the prevailing party incurred in connection with such proceeding and any appeal thereof (including, but not limited to, the reasonable costs of discovery, investigation, preparation for trial, professional or expert consultation and testimony). A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. For purposes hereof, the reasonable fees of Seller's in-house attorneys who perform services in connection with any such action are recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by Seller's Law Department. Any such fees and costs incurred prior to judgment, award, or decree may be included in any judgment, award or decree entered in such proceeding in favor of the prevailing party. Any such fees, costs and expenses incurred by the prevailing

party in enforcing a judgment, award or decree in its favor shall be recoverable separately from and in addition to any other amount included in such judgment, award or decree. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

9.3 This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of Buyer and Seller. No transfer of an interest in the Property or this Agreement by Buyer or its assignees shall operate to relieve Buyer of its obligations hereunder.

9.4 The failure of Seller to insist upon strict compliance with any of the terms hereof shall not be considered to be a waiver of any of such terms, nor shall it militate against the right of Seller to insist upon strict compliance herewith at any later time.

9.5 This Agreement shall not constitute or be construed as an admission of liability or fact by Seller for any purpose whatsoever.

9.6 Buyer shall execute, acknowledge and deliver to Seller all documents, and shall take all actions reasonably required by Seller from time to time to confirm or effect the matters set forth herein, or otherwise to carry out the purposes of this Agreement.

9.7 The representations, warranties, covenants, and agreements of Buyer contained in this Agreement shall survive the close of escrow and the delivery of all the documents referenced in the Purchase Agreement.

9.8 Time is of the essence of this Agreement.

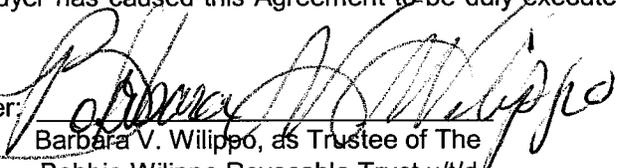
9.9 This Agreement shall be governed by the laws of the State of California. Seller and Buyer agree that the venue of any action, proceeding or counterclaim on any matter whatsoever arising out of or in any way connected with this Agreement shall be in the County of San Francisco, California.

9.10 Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, and the validity of the remainder shall remain unaffected.

9.11 This Agreement sets forth the entire understanding of Buyer and Seller in connection with the subject matter hereof, and Buyer acknowledges that Seller has made no statement, representation or warranty relating to the Property or any Other Property upon which Buyer has relied or that acted as an inducement for Buyer to enter into this Agreement. Buyer's obligations under this Agreement may not be altered or amended in any respect except by a writing executed by both Buyer and Seller.

IN WITNESS WHEREOF, Buyer has caused this Agreement to be duly executed as of the date first written above.

Buyer:


Barbara V. Wilippo, as Trustee of The
Bobbie Wilippo Revocable Trust u/t/d
May 1, 2001

ATTACHMENT A

LEGAL DESCRIPTION

All that certain real property situated, lying and being in the County of Solano, State of California, described as follows, to wit:

(APN 0113-063-020)

PARCEL ONE

The parcel of land conveyed by Earl D. Brown and Edith C. Brown, husband and wife, to Pacific Gas and Electric Company by deed dated June 5, 1927 and recorded in Book 24 of Official Records at page 443, Solano County Records, and therein described as follows:

“Commencing at a point in the east side of Adams Street, 145 feet, 2 ½ inches north of the north line of “D” Street and running thence north along the east line of Adams Street 154 feet 9 ½ inches to the south line of “E” Street; thence east 150 feet; thence south 154 feet 9 ½ inches and thence west 150 feet to the place of beginning and being a portion of Block Fourteen (14), as the same is shown on the Official Map of Dickson’s Addition to the Town of Dixon, now on file and of record in the Recorder’s Office of Solano County.”;

EXCEPTING THEREFROM the parcel of land described in the deed from Pacific Gas and Electric Company to the Town of Dixon dated January 17, 1956 and recorded in Book 814 of Official Records at page 46, Solano County Records.

PARCEL TWO

The parcel of land conveyed by Katherine G. Rhoades to Pacific Gas and Electric Company by deed dated November 25, 1927 and recorded in Book 17 of Official Records at page 141, Solano County Records, and therein described as follows:

“Beginning at a point in the northerly boundary line of “D” Street distant thereon 87.0 feet easterly from the easterly boundary line of Adams Street, and running thence easterly along the northerly boundary line of “D” Street, 46.0 feet; thence northerly parallel with the said easterly boundary line of Adams Street, 146.0 feet; thence westerly parallel with the said northerly boundary line of “D” Street 46.0 feet; thence southerly parallel with the said easterly boundary line of Adams Street, 146.0 feet, more or less, to the point of beginning.”

EXHIBIT E
INTENTIONALLY OMITTED

EXHIBIT F
INTENTIONALLY OMITTED

EXHIBIT G
NATURAL HAZARD DISCLOSURE STATEMENT
[SEE ATTACHED]



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SELLER(S) ACKNOWLEDGEMENT AND DISCLOSURES

This section is provided for the Seller's convenience in providing certain disclosures that may be applicable to the property and this transaction. This section is to be completed by the seller or their agent and provided to the purchaser. The following disclosures are provided by:

<input type="checkbox"/> Seller or	<input type="checkbox"/> Seller(s) Agent	_____	_____
			Date
<input type="checkbox"/> Seller or	<input type="checkbox"/> Seller(s) Agent	_____	_____
			Date

Seller Disclosure – Earthquake Safety

This structure was built prior to 1975 and has walls of (i) pre-cast (e.g. tilt-up) concrete or reinforced masonry together with wood frame floors or roofs or is constructed of (ii) un-reinforced masonry

Yes _____ No _____ Do not know _____

If (1) the improvements on the property were constructed prior to 1975, and (2) said improvements include structures with (i) pre-cast (e.g. tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs or (ii) un-reinforced masonry walls, Buyer must be provided with a copy of the *Commercial Property Owner's Guide to Earthquake Safety* (copy included with this report) published by the California Seismic Safety Commission (California Government Code §8893 et seq.). This booklet explains that owners of un-reinforced masonry buildings in Seismic Zone 4 (most of California) who have received notice that their buildings have load-bearing un-reinforced masonry walls must post their buildings with signs warning that they may be unsafe in an earthquake (California government Code §8875.8). This information is provided by the Seller or Broker. JCP has not validated this information in any way and takes no responsibility for its accuracy.

Seller Disclosure – Water Heater Bracing Installation

Yes _____ No _____ Do not know _____ No Free Standing Water Heater _____

If the property contains one or more water heaters, Seller is required by California Health and Safety Code §19211 to certify to the Buyer that all such water heaters have been braced, strapped and/or anchored in accordance with law. This water heater bracing installation information is provided by the Seller or Broker. JCP has not validated this information in any way and takes no responsibility for its accuracy.

Seller Disclosure – Title Insurance is provided by the Purchase Agreement.

Yes _____ No _____ Do not know _____

This Title Insurance information is provided by the Seller or Broker. JCP has not validated this information in any way and takes no responsibility for its accuracy. In the event that the Purchase Agreement does not at present provide that title insurance will be obtained, Buyer is strongly urged to consider purchasing such insurance, and, in accordance with California civil Code §1057.6, is advised as follows:

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

END SELLER'S DISCLOSURES. BEGIN REPORT RECEIPT AND ADDITIONAL THIRD PARTY DISCLOSURES

BUYER(S) ACKNOWLEDGEMENT

(WE) HAVE READ AND UNDERSTOOD THE ABOVE SELLER'S DISCLOSURES AS WELL AS THE NATURAL HAZARD, MILITARY ORDINANCE, AND AIRPORT INFLUENCE AREA DISCLOSURES, AND MOLD ADVISORY CONTAINED IN THIS REPORT.

Signature of Buyer

Date

Signature of Buyer

Date



JCP

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NATURAL HAZARD DISCLOSURES

THE SUBJECT REAL PROPERTY LIES WITHIN THE FOLLOWING AREA(S):

1. **A SPECIAL FLOOD HAZARD AREA** (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency.
Yes _____ No Do not know and information not available from local jurisdiction _____

JCP determination based on the officially adopted maps:

NOT in a Special Flood Hazard Area. Located in Zone "C." Lenders are not federally required to have homeowners purchase and maintain flood insurance for property in this zone designation.

2. **AN AREA OF POTENTIAL FLOODING** shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.
Yes No _____ Do not know and information not available from local jurisdiction _____

JCP determination based on the officially adopted maps:

In an Area of Potential Flooding Caused By Dam Failure according to the maps adopted by The State of California Office of Emergency Services. Refer to the explanation section below for more information on this zone.

3. **A VERY HIGH FIRE HAZARD SEVERITY ZONE** pursuant to Section 51178 or 51179 of the Government Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.
Yes _____ No

JCP determination based on the officially adopted maps:

NOT in an area of Very High Fire Hazard Severity Zone as defined on the State level maps (Gov. Code 51178). A local agency may exclude or include additional fire zones at their option. Concerned parties should contact their local fire services for more information.

4. **A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISK AND HAZARDS** pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the State's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.
Yes _____ No

JCP determination based on the officially adopted maps:

NOT in an official State Responsibility Area. Fire protection services for structures in this area are provided by local fire departments.



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5. AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.

Yes No

JCP determination based on the officially adopted maps:

NOT in an official Earthquake Fault Zone. There are no mapped active fault traces on the property. See the Alquist-Priolo Earthquake Fault explanation section for additional information.

6. A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.

Yes (Landslide Zone) Yes (Liquefaction Zone)
No Map not yet released by state

JCP determination based on the officially adopted maps:

In an area not included on the current inventory of Official Seismic Hazard Maps. Maps may become available for this area in the future. For more information on this Act or when maps may become available, contact the California Geological Survey or visit their website at <http://www.consrv.ca.gov/dmg/shezp/>.

7. County Level Geologic and Seismic Zone Information

Based on the officially adopted natural hazard maps in the County's General Plan, the site is:

Located in an area of Prime Agricultural Soils with High Water Tables-Subject to Liquefaction as shown on the adopted General Plan maps used in this report. This zone designation is considered a geologic hazard area. Also located in Slope Instability Zone 1-2. See the County Geologic Zones Explanation included with this report for more information.

8. City Level Geologic Hazard Zone Determination

Based on the officially adopted natural hazard maps in the City's General Plan, the site is:

Located in either an unincorporated area or does not have officially adopted mapped information available at this time from which a geologic determination can be made.



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Other Risk Exposures

The descriptions, explanations and natural hazard disclosures provided in this report are not intended to be full and complete disclosures of all possible hazards and their effects to the Buyer and/or the property. Identified natural hazards and any others that may exist but are not addressed in this report may limit the ability to develop the real property, to obtain insurance, or to receive assistance after a disaster. In the event this document indicates the property is affected by one or more natural hazards, buyer(s) and seller(s) are advised to:

1. Review the applicable laws in their entirety.
2. Seek advice of counsel as to any legal consequences of the disclosed items.
3. Retain appropriate consultants to review and investigate the impact of said disclosures. On-site inspections and/or due diligence assessments by appropriately licensed engineers and experts are recommended prior to completing a real estate, loan, or insurance transaction.

EXPLANATIONS OF HAZARD ZONES

SPECIAL FLOOD HAZARD AREA

Property in a Special Flood Hazard Area "A" or "V" is subject to flooding in a "100-year rainstorm." Federally connected lenders are required to have homeowners maintain flood insurance in these zones. A 100-year flood occurs on average once every 100 years, but may not occur in 1,000 years or may occur in successive years. Other types of flooding, such as dam failure, are not considered in developing these zones. In some cases, the insurance requirement may be waived or modified by obtaining a "Letter of Map Revision" (LOMR) or "Letter of Map Amendment" (LOMA) from the Federal Emergency Management Agency (FEMA). This might be possible where flooding is shallow and fill was placed on the site, appropriate flood control measures were taken, or only the lot and no part of the structure is in the zone. Contact FEMA directly for more information. Flood insurance for properties in Zones B, C, X or D is available but is not required.

Zones A, AO, AE, AH, A1-A30: Area of "100-year" flooding - a 1% or greater chance of annual flooding.

Zones V, V1-V30: Area of "100-year" flooding in coastal (shore front) areas subject to wave action.

Zone B: Area of moderate flood risk. These are areas between the "100" and "500" year flood-risk levels.

Zones X: An area of moderate to minimal flood risk

Zones C, D: NOT IN an area of "100-year" flooding. Area of minimal (Zone C) or undetermined (Zone D) flood hazard.

AREA OF POTENTIAL FLOODING (DAM FAILURE)

These areas are subject to potential flooding in the event of a sudden and total failure of a dam and injury could occur as a result. Most areas are defined assuming an instantaneous dam failure with a full reservoir. However, dams rarely fail instantaneously and reservoirs are not always filled to capacity. Not all dams in the state have inundation zones mapped. There may be exceptional conditions where such a map was not required by the OES; therefore, the zones are not delineated.

VERY HIGH FIRE HAZARD SEVERITY ZONE (VHFHSZ)

VHFHSZs are defined by the California Department of Forestry and Fire Protection (CDF) and local fire authorities in "Local Responsibility Areas" where fire suppression is the responsibility of a local fire department. In these zones properties may have a higher risk for fire damage and are required to have a "Class A" roof for new construction or replacement of existing roofs. In addition, the property must be maintained in a fire-resistant condition through adequate vegetation clearance around and above the structure, spark screens on chimneys and stovepipes, leaf removal from roofs, and other basic fire-safety practices. Contact your fire department for a complete list of requirements and exceptions.



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WILDLAND FIRE AREA (STATE RESPONSIBILITY AREA)

A wildland area where the CDF's fire protection services are responsible for suppressing fires is called a "State Responsibility Area" (SRA). These are generally rural areas where a significant wildland fire potential exists. Unless the county has assumed the fire suppression responsibility or has an agreement with a local fire agency, property owners in an SRA are responsible for organizing structural fire protection services. Such information is not available on maps; therefore, it can't be provided here. For very isolated properties with no local fire services there may be significant fire risk or only seasonal fire services. Property owners in an SRA are required to maintain adequate vegetation clearance around and above the structure, spark screens on chimneys and stovepipes, and other basic fire-safety practices. Contact your fire department for a complete list of requirements and exceptions.

EARTHQUAKE FAULT ZONE

Earthquake Fault Zones are delineated and adopted by California as part of the Alquist-Priolo Earthquake Fault Zone Act of 1972. Property in an Earthquake Fault Zone does not necessarily have a fault trace existing on the site. Earthquake Fault Zones are areas or bands delineated on both sides of known active earthquake faults. In some places, the zones are more than one-quarter of a mile wide. The potential for "fault rupture" damage (ground cracking along the fault trace) is relatively high only if a structure is located directly on a fault trace. If a structure is not on a fault trace, shaking will be the primary effect of an earthquake. During a major earthquake, shaking will be strong in the vicinity of the fault and may be strong at some distance from the fault depending on soil and bedrock conditions. It is generally accepted that properly constructed wood-frame houses are resistant to shaking damage.

SEISMIC HAZARD MAPPING ACT ZONE

Seismic Hazard Zone maps delineate areas subject to earthquake hazards. New development in a Seismic Hazard Zone is only permitted if it can be shown that mitigation makes the site acceptably safe. Maps are only available for limited areas now, but will eventually cover all of California. The hazards addressed are or will be: liquefaction, enhanced ground shaking, earthquake induced landslides, and various other ground failures. The first release of maps only addresses liquefaction and/or landslide zones.

Liquefaction Hazard Zones are areas where there is a potential for, or an historic occurrence of liquefaction. Liquefaction is a rare soil phenomenon that can occur when loose, water saturated, fine-grained sands, and silty sands that lie within 50 feet of the ground surface, are shaken in a significant earthquake. The soil temporarily becomes liquid-like and structures may settle unevenly.

Earthquake-Induced Landslide Hazard Zones are areas where there has been a recent landslide, or where the local slope, geological, geotechnical, and ground moisture conditions indicate a potential for landslides as a result of earthquake shaking.



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SOLANO COUNTY GEOLOGIC ZONES DISCUSSION

The County of Solano, separately from the State and Federal governments, has officially produced a map to delineate potential slope instability hazards that are recognized at the local level. Those hazard maps are incorporated into the Seismic Safety section of the General Plan, adopted by the County Board of Supervisors in 1977. The local-level disclosure in this JCP report was based on the following official County map(s): "Seismic and Geological Hazards Map", "Flood Hazard Map", and "Slope Stability Categories Map" prepared by Sedway/Cooke (incorporated by reference into the General Plan).

The hazard zones delineated on the above map source, in addition to the statutorily-required State and Federal hazard maps, are typically considered by the County when approving land use and development permit applications under County jurisdiction. Additional maps exist in the General Plan and other maps, including updated versions of the above-referenced map(s), may exist in the files of specific County departments. Those additional map sources were not consulted for this JCP disclosure because parcel-level details cannot be resolved at the scale and quality of the available official map, or the map is inappropriate for application to this report, or the map has not yet been officially adopted and incorporated into the County's Safety Element. As mapping technology advances, JCP later may determine that some additional map sources become usable for parcel-level disclosure. The County map defines five zones representing the average slope stability conditions for an area. The mapped County hazard zones represent evaluations of generalized hazard information. Any specific site within a mapped "Slope Instability Zone" could be at less or more relative risk than is indicated by the zone designation. If a site-specific evaluation is desired, JCP recommends that a geotechnical consultant be retained to study the site and issue a report.

The official County-level information addresses the potential geologic and seismic hazards itemized below:

FAULT

Active Fault Zones represent areas that contain faults which have been active either during historic or Holocene (the last 11,000 years) times. These zones may or may not coincide with state of California Earthquake Fault Zones. If a property is located in this zone, it does not necessarily mean that an active fault trace is on or near the property. It does mean that the risk of fault rupture is greater in this zone than in other zones defined by the County. For further discussion of active faults, see the section on Earthquake Fault Zones above.

Potentially Active Fault Zones represent areas that may contain "potentially active" faults. These faults have been active sometime within the last 1.6 million years, but have had no recent historical activity. Some faults are included in this category, as well, when it cannot be determined accurately whether the fault is active or potentially active; the Franklin, Southampton, northern extension of the Green Valley, Vaca Valley, Midland, Lagoon Valley, and Kirby Hills Faults fall into this category.

LIQUEFACTION POTENTIAL

Liquefaction is a liquid-like condition of the soil that sometimes occurs during strong earthquake shaking where groundwater is close to the surface and the subsurface materials are loose and lack cohesion. These factors can combine to produce liquefaction only in certain areas, and only during strong earthquake shaking.

SLOPE INSTABILITY ZONE

Slope Instability Zones 1-2: Represents areas of 0-15% slope gradient that are not underlain by known landslide deposits. Although generally stable, locally steep slopes (such as along water courses) may be susceptible to slope failure.

Slope Instability Zone 3: Zone 3 represents areas of greater than 15% slope that are not underlain by landslide deposits; however, this zone may include small unmapped landslides or small areas of unstable bedrock.

Slope Instability Zone 4: Zone 4 represents areas of greater than 15% slope that are underlain by bedrock units that are highly susceptible to landsliding, but which are not underlain by landslide deposits.

Slope Instability Zone 5: Zone 5 represents areas of 0-90% slope that are underlain by, or are immediately adjacent to, landslide deposits

TSUNAMI

Tsunamis (often called "tidal waves") are large ocean waves generated by large undersea earthquakes. A tsunami exists as a threat primarily to low-elevation coastal areas, but such damaging waves are uncommon.

DAM INUNDATION

Dam Failure Inundation Areas were defined using the assumption of an instantaneous dam failure with the reservoir full to capacity. However, dams rarely fail instantaneously, and reservoirs are not filled to capacity at all times. Dam inundation areas are subject to flooding in the event of a dam failure.



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FORMER MILITARY ORDNANCE SITE DISCLOSURE

Determination

The subject property is **NOT WITHIN** one mile of a Formerly Used Defense (FUD) site containing military ordnance.

RAC Scoring: A risk assessment procedure was developed by U.S. Army Corps of Engineers (USACE) to prioritize the remedial actions at FUD sites. Each FUD site is given a Risk Assessment Code (RAC) score to describe the site status. The risk assessment is based on the best available information resulting from records searches, reports of Explosive Ordnance Disposal (EOD) detachment actions, field observations, interviews, and measurements. The RAC is dependent on two factors: hazard severity and probability.

Discussion

FUD sites can include sites with common industrial waste (such as fuels), ordnance or other warfare materiel, unsafe structures to be demolished, or debris for removal. NOTE: most FUDS sites do not contain unexploded ordnance. California Civil Code 1102 requires disclosure of those sites containing unexploded ordnance. "Military ordnance" is any kind of munitions, explosive device/material or chemical agent used in military weapons. Unexploded ordnance are munitions that did not detonate. Only those FUD sites that the USACE has identified to contain Military Ordnance or have mitigation projects planned for them are disclosed in this report. Additional sites may be added as military installations are released under the Base Realignment and Closure (BRAC) Act. Active military sites are NOT included on the FUDS list.

AIRPORT INFLUENCE AREA DISCLOSURE

Based on certain mapped Airport Influence Areas determined by a County Airport Land Use Commission, the following determination can be made:

The property IS NOT IN an Airport Influence Area .

Discussion

An "airport influence area," also known as an "airport referral area," is the area in which current or future airport-related noise, over flight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses as determined by an airport land use commission.

JCP uses the current Airport Influence Area maps provided to us by County Airport Land Use Commissions. The inclusion of military and private airports varies by County and therefore, depending on the County, military and private airports may or may not be included in this disclosure.



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MOLD ADVISORY

The Buyer is hereby advised that naturally occurring molds may exist both inside and outside of any home and may not be visible to casual inspection. Persons exposed to extensive mold levels can become sensitized and develop allergies to the mold or other health problems. Extensive mold growth can damage a structure and its contents. All prospective purchasers of residential and commercial property are advised to thoroughly inspect the subject property for mold. Be sure to inspect the property inside and out for sources of excess moisture, current water leaks and evidence of past water damage.

For molds to grow and reproduce, they need only a food source - any organic material, such as leaves, wood, paper, or dirt and moisture. Because molds grow by digesting the organic material, they gradually destroy whatever they grow on. Mold growth on surfaces can often be seen in the form of discoloration, frequently green, gray, brown, or black but also white and other colors.

As part of a buyer's physical inspection of the condition of a property, the buyer may consider engaging an appropriate and qualified professional to inspect and test for the presence of harmful molds and to advise the buyer of any potential risk and options available. This advisory is not a disclosure of whether harmful mold conditions exist at a property or not. JCP Geologists has not performed testing or inspections of any kind. Any use of this form is acknowledgement and acceptance that JCP does not disclose, warrant or indemnify mold conditions at a property in any way and is not responsible in any way for mold conditions that may exist. Information is available from the California Department of Health Services Indoor Air Quality Section fact sheet entitled, "Mold in My Home: What Do I Do?" The fact sheet is available at www.cal-iaq.org or by calling (510)540-2476.

The Toxic Mold Protection Act of 2001 requires that information be developed regarding the potential issues surrounding naturally occurring molds within a home. Information was written by environmental authorities for inclusion in the *Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants* booklet developed by the California Environmental Protection Agency and the Department of Health Services. It is found in Chapter VI of that booklet, and includes references to sources for additional information.

For local assistance, contact your County or City Department of Health, Housing, or Environmental Health.

CONFIRMATION OF COVERAGE AND INDEMNIFICATION

JCP Geologists has prepared a Natural Hazard Disclosure Report for the subject property identified above. This Confirmation of Coverage Statement applies only to the current transaction for which this JCP report was prepared, as of the date this report was prepared.

This statement is confirmation that JCP Geologists is included as an insured under a \$20 million Professional Liability policy for errors & omissions arising from the services JCP performs. Coverage, which is subject to specific terms and conditions in the policy, is provided for damages JCP is obliged to pay as a result of its negligent acts, errors or omissions arising out of its Natural Hazard Disclosure Professional Services provided for the above referenced residential property as of the date this report was prepared.

JCP's Professional Liability insurance policies contain an agreement which, subject to the specific terms and conditions contained in the policy, indemnifies and provides defense of the Clients of JCP against claims caused by the negligent acts, errors or omissions of JCP that fall within the scope of a contractual indemnification obligation of JCP to its Clients. For this purpose, Clients of JCP are the contractual parties to this transaction and their respective real estate agents for which JCP has provided professional services.

Date: 10/13/2005

By: JCP Geologists

Scott Roecklein, Sr. Vice President
First American Natural Hazard Disclosures





Commercial Natural Hazard Disclosure Report

Property Address: 409 N Jefferson St,
Dixon, Solano County, CA 95620

APN: 0113 063 02 0
Date: 10/13/2005
Report Number:

2005101300069

Terms & Conditions

JCP Geologists (JCP) provides this Commercial Natural Hazard Disclosure Report as a disclosure of certain mandated natural hazard information and transmission of certain Seller provided disclosures. It provides the investor with an early cost-effective guide to aid in due diligence commitments or decision making prior to entering into purchase negotiations for a prospective property asset. Use of this report is acknowledgement of and agreement to abide by all Terms and Conditions set forth in this report.

The report is specifically prepared for the land parcel(s) identified by Assessor Parcel Number(s) (APN's) or developer's Tract and Lot numbers supplied to JCP by the client (or reasonably inferred from current owner information if that was supplied instead). In the event that the parcel identification provided us is incomplete, the subject property is assumed to comprise a single land parcel and is identified for the purposes of this report by the corresponding single APN. All parties understand that the information provided in the disclosures does not apply to any other assessors parcel number other than those identified in this report.

For the Natural Hazard Disclosures, JCP examines only the following maps: (a) NFIP Flood Insurance Rate Maps, (b) California Office of Emergency Services Dam Failure Inundation maps, (c) AB 6. Real Estate: disclosure (CDF) maps, (d) Alquist-Priolo Earthquake Fault Zone maps, (e) California Seismic Hazards Mapping Act maps (where available) (f) certain LOMR's or LOMA's (not all that exist may be available to JCP), (g) certain natural hazard Safety Element maps adopted by the county as part of its General Plan's Safety Element, (h) geologic and seismic hazard maps adopted by the city as a part of its General Plan's Safety Element only for location of the above property as identified by the seller or seller's agent. JCP relies on these official sources for the information in this report and does not produce, maintain or verify the information. Other hazard or disclosure information that may exist in a jurisdictional Safety Element, General Plan or any other source is not provided in this report. The following procedures and limitations apply to all of the disclosures on all pages of this report. Our services include, where appropriate, use of the assessors rolls, cadastral-type maps, photographic enlargements of maps and various cartographic techniques to locate the site on the appropriate map. The determination is made as accurately as reasonably possible using these said maps. For purposes of defining property lines, the assessor's parcel number and parcel maps are used. Any errors in the assessor's rolls may affect the determination procedures and JCP will not be liable for such errors

Decisions by jurisdictions relative to required studies, reports, etc. may be made using the information disclosed in this report, as well as other information in their files and/or local ordinances and procedures. Additional information which may be material to this transaction may exist in other sources not used in this report; however, research of such possible sources of the information in such sources is beyond the scope of this report and will not be reported here. The disclosure information in this report cannot be construed as a substitute for a geologic or engineering study nor that a city or county will not require such studies. No visual examination of the subject site was performed nor was a study of any jurisdiction's files or other sources made to determine the existence of any hazard which may exist on the site. This report is for the purpose of certain map-based, real estate transaction disclosures only and is not a substitute for the broker/agent property inspection. Due to changes disclosure maps, laws and contractual parties, this report cannot be relied upon for other properties or for future transactions of the subject property. **All parties should be aware that the information is subject to change.** JCP is not responsible for advising parties of any changes that may occur after the date of this report. Upon request within six months of issuing this report, JCP will update the report for no additional charge for the same transaction.

All representations regarding earthquake safety, water heater bracing, and title insurance presented in this report are provided for the buyer's convenience by the seller(s) or agent(s) of the subject property. JCP has not validated this information and takes no responsibility for its accuracy.

If any party to this transaction has concerns relative to the stability or condition of the property or if "red flags" are observed during any party's inspection, we suggest that a consultant be retained to study the site and render an opinion. This report is provided for the single property for which it was issued as of the date of this report, and has been prepared for the exclusive use of the current seller(s), their agent(s), and potential buyers of this property. The findings are not intended for use by other parties and may not contain sufficient information for the purposes of other parties or other uses. Our professional services are performed using a degree of care and skill ordinarily exercised under similar circumstances by reputable consultants. No other warranty, expressed or implied, is made as to the professional advice presented in this report.



Commercial Natural Hazard Disclosure Report

Property Address: 409 N Jefferson St,
Dixon, Solano County, CA 95620

APN: 0113 063 02 0
Date: 10/13/2005
Report Number:

2005101300069

CITY-LEVEL GEOLOGIC AND SEISMIC ZONES DISCUSSION

This disclosure report reviews the officially adopted geologic hazard maps in the Safety Element that each incorporated city in California is required to include in its General Plan. The city the subject property is located in has either not officially adopted hazard zonation maps in its General Plan at an appropriate scale to delineate where hazards may exist on a single parcel basis or will not make such maps available outside city offices. However, potential natural hazards may exist and be delineated on other sources used by the city in its Planning, Engineering, or Building Departments. Such potential sources are not reviewed in this report.

All parties should be aware that California is "earthquake country." Faults that may exist in this City or in neighboring regions could cause earthquake shaking or other fault related phenomena at the property. Other geologic hazards such as, but not limited to liquefaction (a type of soil settling that can occur when loose, water-saturated sediments are shaken significantly in an earthquake) may occur in certain valley floor areas and landslides are a possibility in any hillside area.

NOTE: County and city-level information sources are developed independently of each other and do not necessarily define or delineate hazards in the same way. A site can be *in* a geologic hazard zone according to the city and *not in* zone according to the county and vice versa. Cities and counties may use other information in addition to their General Plan sources to determine if hazards exist at a site or which sites may require geologic studies prior to new or additional construction. Such information could be a material fact to be disclosed in addition to General Plan information.

Additional natural hazards may exist and be delineated on other sources used by the City in its Planning, Engineering, or Building Departments. Such potential sources are not reviewed in this report. To investigate other sources of natural hazard information that may be available and used at the city level, contact the city Engineering, Planning or Building Departments.

• • • **END OF LOCAL AREA DISCLOSURES AND DISCUSSIONS SECTION** • • •

EXHIBIT H
DISCLOSURE EXHIBIT
NONE.

LD 2107-01-0523

2004200 (22-04-199) 11 04 1

Sale of Dixon Davis Cordelia T/L Fee Strip in Dixon (SBE 135-48-1A-1)

RECORDING REQUESTED BY AND RETURN TO:

Barbara Wilippo
815 North Lincoln Street
Dixon, California 95620

Location: City/Uninc _____

Recording Fee _____

Document Transfer Tax \$ _____

- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

GRANT DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, hereby grants to BARBARA V. WILIPPO, as Trustee of THE BOBBIE WILIPPO REVOCABLE TRUST u/t/d May 1, 2001, hereinafter called Grantee, the real property, situate in the City of Dixon, State of California, described as follows:

(APN 0113-063-020)

PARCEL ONE

The parcel of land conveyed by Earl D. Brown and Edith C. Brown, husband and wife, to Pacific Gas and Electric Company by deed dated June 5, 1927 and recorded in Book 24 of Official Records at page 443, Solano County Records, and therein described as follows:

“Commencing at a point in the east side of Adams Street, 145 feet, 2 ½ inches north of the north line of “D” Street and running thence north along the east line of Adams Street 154 feet 9 ½ inches to the south line of “E” Street; thence east 150 feet; thence south 154 feet 9 ½ inches and thence west 150 feet to the place of beginning and being a portion of Block Fourteen (14), as the same is shown on the Official Map of Dickson’s Addition to the Town of Dixon, now on file and of record in the Recorder’s Office of Solano County.”;

EXCEPTING THEREFROM the parcel of land described in the deed from Pacific Gas and Electric Company to the Town of Dixon dated January 17, 1956 and recorded in Book 814 of Official Records at page 46, Solano County Records.

MAIL TAX STATEMENTS TO:

Name

Address

Zip

PARCEL TWO

The parcel of land conveyed by Katherine G. Rhoades to Pacific Gas and Electric Company by deed dated November 25, 1927 and recorded in Book 17 of Official Records at page 141, Solano County Records, and therein described as follows:

“Beginning at a point in the northerly boundary line of “D” Street distant thereon 87.0 feet easterly from the easterly boundary line of Adams Street, and running thence easterly along the northerly boundary line of “D” Street, 46.0 feet; thence northerly parallel with the said easterly boundary line of Adams Street, 146.0 feet; thence westerly parallel with the said northerly boundary line of “D” Street 46.0 feet; thence southerly parallel with the said easterly boundary line of Adams Street, 146.0 feet, more or less, to the point of beginning.”

Reserving to PG&E the right:

(a) for its existing line of towers and all wires and cables attached thereto or suspended therefrom, with all foundations, footings, crossarms and other appliances and fixtures used in connection with said line of towers, wires and cables; the right to suspend from any of said towers such additional wires and cables as PG&E shall from time to time deem necessary for the transmission and distribution of electric energy, and for communication purposes, including the right to assign the communication rights to a communications common carrier, and the right to reconstruct, replace, relocate, remove, maintain and use all of said facilities; together with a right of way, on, along and in all of said real property;

(b) to excavate for, install, construct, maintain, repair, replace, use and operate, at any time and from time to time as PG&E deems necessary, for the purposes of transmitting and receiving electronic information in any form, telecommunications equipment, including, but not limited to, wires, fiberoptic cables, powered transceiver stations, and antennae, and related appliances, appurtenances, and fixtures, affixed to or suspended from PG&E's towers or placed upon or under the ground adjacent to or parallel with PG&E's towers or poles within said real property, together with the right to install, receive and maintain utility services therefor across said real property. In connection therewith, PG&E reserves the right to assign, lease, permit, or license to any person or entity in the business of transmitting and receiving electronic information in any form the telecommunication rights reserved herein together with the right of ingress and egress to said telecommunications facilities.

Further reserving to PG&E the right:

(a) to use said real property to provide access to any of PG&E's easements and facilities on lands adjacent to said real property;

(b) from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on said real property which in the opinion of PG&E may be a hazard to

any of said facilities by reason of the danger of falling thereon, or may interfere with the exercise of PG&E's rights reserved herein; provided, however, that all trees which PG&E is hereby authorized to cut and remove, if valuable for timber or wood, shall be the property of Grantee, but all tops, lops, brush and refuse wood shall be burned or removed by PG&E;

(c) from time to time to enlarge, improve, reconstruct, relocate and replace said existing towers with any other number or type of poles or towers or other structures either in the original location or at any alternate location or locations within said real property;

(d) to install, maintain and use gates in all fences which now cross or shall hereafter cross said real property; and

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

Grantee shall have the right to use said real property for purposes which will not interfere with PG&E's full enjoyment of the rights hereby reserved; provided that:

(a) Grantee shall submit to PG&E for approval, plans for any development of said real property. Said plans shall be sent to: Pacific Gas and Electric Company, Attention: Land Agent, 343 Sacramento Street, Auburn, California 95603;

(b) Grantee shall not erect or construct any building or other structure, including but not limited to fences, sheds, tool houses and animal shelters, or drill or operate any well, or construct any reservoir or other obstruction or diminish or substantially add to the ground level in said real property, without the written consent of PG&E; and

(c) Grantee shall not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on said real property, so as to constitute, in the opinion of PG&E, a hazard to any of said facilities.

This grant is made subject to all valid and existing contracts, leases, licenses, easements, and encumbrances, whether recorded or unrecorded, which may affect said real property and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

The real property hereby conveyed is no longer necessary or useful to PG&E in the performance by it of its duties to the public.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with said real property.

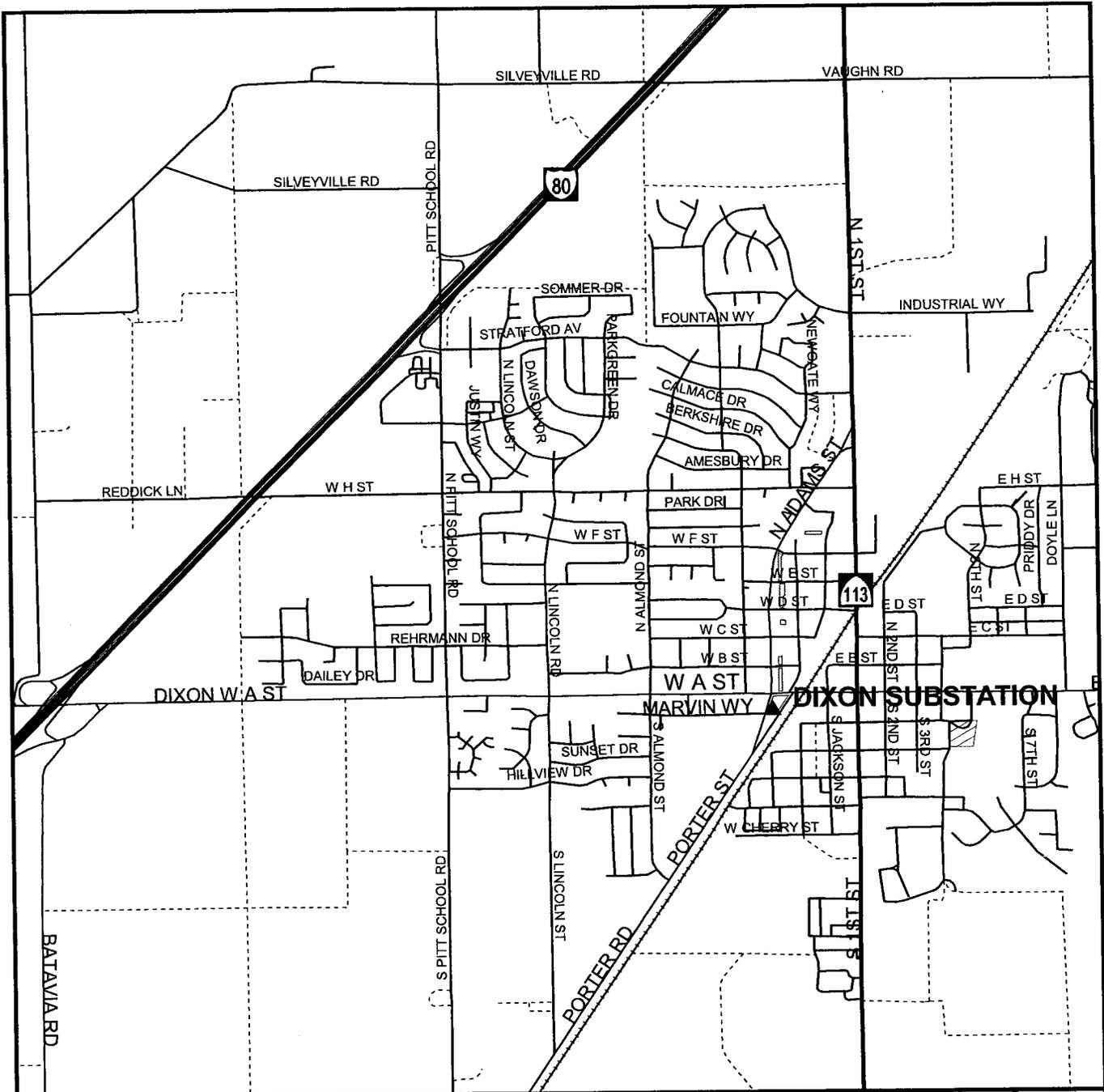
Dated _____, 20____.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By _____

Attested _____

LD 2107-01-0523
Area 6, Sacramento Valley Region, Sacramento Division
Land Service Office: GO
Operating Department: Electric Transmission
T7N, R1E, MDB&M
Sec 14, E2ofSE4
PG&E Drawing Number:
AF: 2107-01-0194, 2107-01-0212
RE: 2107-01-0193
TYPE OF INTEREST: 11f, 2, 6, 26, 42
SBE Parcel Number: 135-48-1A-Pcl 1
Order #: 8067488
JCN: 22-04-199
County: Solano
Prepared By: TEP



SPCC PLAN ATTACHMENT #6-1



**VICINITY MAP
DIXON SUBSTATION**

369 West A at Porter Street
DIXON

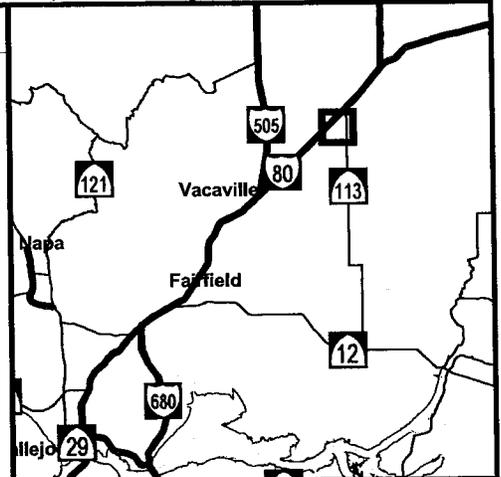
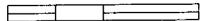
SOLANO COUNTY

PACIFIC GAS AND ELECTRIC COMPANY
SAN FRANCISCO, CALIFORNIA

Plotted by Sxec at 8/8/01 10:47 AM



1000 0 1000 Feet

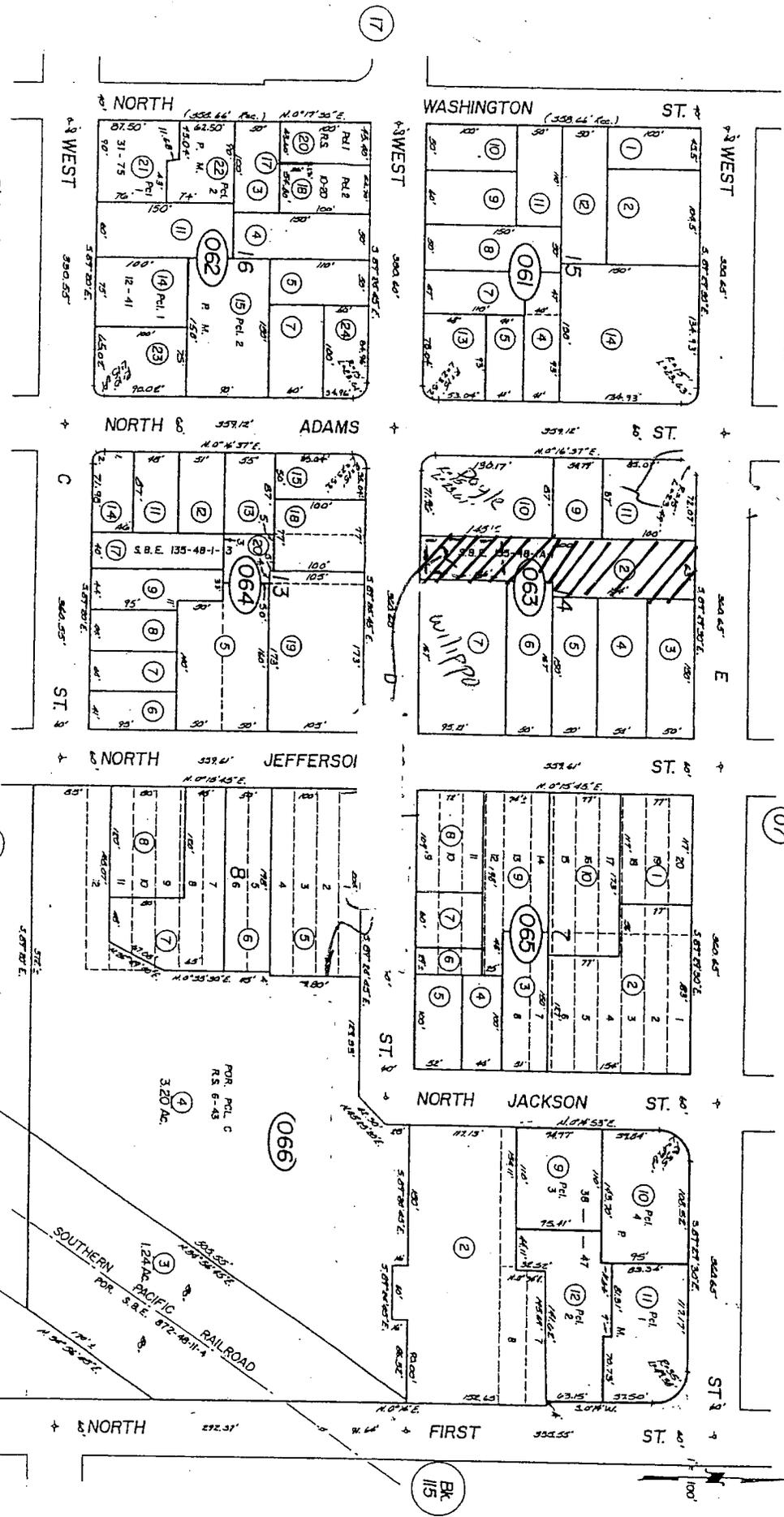


1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
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POR. S.E. 1/4 SEC. 14, T. 7N., R. 1E., M.D.B. & M.

Tax Area Code 2012

113-06



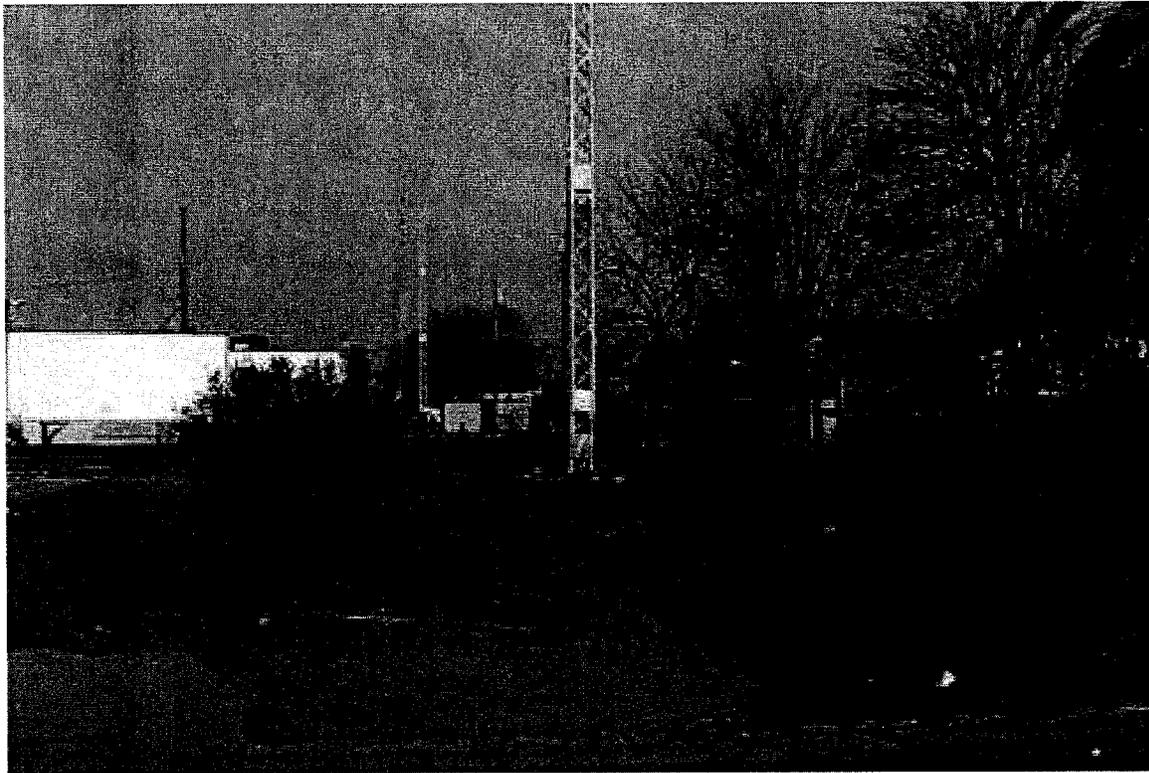
Dickson's Addition - R.M. Bk. 1, Pg. 20
City of Dixon - R.M. Bk. 4, Pg. 42

SECTION	DATE	BY
001	1/1/74	...
002	1/1/74	...
003	1/1/74	...
004	1/1/74	...
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029	1/1/74	...
030	1/1/74	...

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

CITY OF DIXON
Assessor's Map Bk. 113 Pg. 06
County of Solano, Calif.
74-75
JUL 01 1994

Dixon Davis Cordelia Tower Fee Strip Property Sale



Dixon Fee Strip West D to West E - Looking north along fee strip from West D Street (Wilippo)

December 2004

Memorandum

Date: September 21, 2004 File #:
To: CRE Transactions Supervisor
From: CRE Assoc Transactions Specialist
Subject: Internal Appraisal Review – Vaca- Dixon (Davis – Cordelia 60 KV
Transmission Line) Property Sales



KEN RICHERSON:

As per your request, listed below is an analysis and valuation report for the Vaca Dixon (Davis -Cordelia 60 KV Transmission Line)Property Sale. The scope of work involved an inspection of the subject properties, an investigation and analysis of the market data and letters from various brokers outlining their opinions of value. Additionally, we received written offers from some of the adjacent owners. The subject properties consists of six parcels, for some of the parcels, the highest and best use is commercial and for the others, the highest and best use is residential.

In reviewing the comparable sales data from the county recorder office, it is important to note that the data from the county recorder's office is for unencumbered parcel sales offering full utility. Consequently, the review indicated commercial sales ranged in price from \$1.64 - \$7.00 and residential sales from \$4.50 – \$8.35.

It is also important to note that the subject properties are fully encumbered. We received the following Broker Opinions of Value that considered the tower line encumbrances.

Commercial Real Estate Services - Dixon) – Broker Chuck Krouse (11/19/03)
\$1.00 - \$2.00) per sq ft (Commercial)

McDonald Real Estate - Dixon – Broker Allen Jardine (10/2/03)
\$.60 - \$.65 per sq ft (Residential)

Century 21 Distinctive Properties – Dixon – Realtor Ted Seifert (10/16/03)
\$.60 - \$.90 per sq ft (Residential)

Listed below is more detailed information on the subject properties:

**APN 0113-054-150 (North Adams – From West A to West B) SBE 135-48-1-5
Approximately 15,000 sq ft**

Highest and Best Use - Commercial

Current Use - Ingress/egress, parking and open storage. The tenant has a small propane supply, home and garden retail facility on the adjoining parcel and site has been graveled by tenant. Two lattice steel poles are on this property.

**APN 0113-053-130 (North Adams – From West B to West C) SBE 135-48-1B
Approximately 4,500 sq ft**

Highest and Best Use – Residential

Current Use – Adjoiner is utilizing this parcel as an extension of their yard. The yard is part of the adjoining church rectory and improvements consist of lawn, fence and playground equipment. No structures are on this property.

**APN 0113-064-220 (North Adams – From West C to West D) SBE 135-48-1C
Approximately 2,840 sq ft**

Highest and Best Use – Residential

Current Use – Adjoiner is using this parcel for garden plot and misc. open storage. Site is approximately 50' square and contains one lattice steel pole.

**APN 0113-063-020 (North Adams – From West D to West E) SBE 135-48-1A-1
Approximately 16,418 sq ft**

Highest and Best Use – Commercial

Current Use – Adjoiner is using this parcel for parking which covers a portion, (approx. 1/2). The remainder of the parcel is also being used for parking and garbage pick-up by another adjoiner. The area has been graveled by its users. There is one lattice steel pole on this property.

**APN 0113-074-030 (North Adams – From West E to West F) SBE 135-48-1E-1
Approximately 13,360 sq ft**

Highest and Best Use – Commercial

Current Use – Adjoiner is using this parcel for parking. The site is used for parking by his tenants and customers, beauty shop, travel agent, real estate, etc. Site was paved by the adjoiner several years ago. There is one lattice steel pole on this property.

**APN 0113-073-270 (North Adams From West F to West H) SBE 135-48-1E-2
Approximately 9,545 sq ft**

Highest and Best Use – Commercial

Current Use – Adjoiner is redeveloping an old concrete batch plant site into a commercial complex. This parcel is not currently being used by adjoining owner. The fee strip is however, along the site boundary line and would likely be used for buffer, landscape or parking. There are no structures on this property.

Additionally, we received offers that ranged from \$1.00 - \$1.25. Therefore, based on the above it is my opinion the subject properties should range in value from \$1.00 - \$1.50 (Commercial) and \$.60 - \$1.00 (Residential).

ISABEL HARRIS

Isabel Harris

VAGA-DIXON (JAVIS-CORDELLA I/L Fee Strip)

Type	APN	Date	Size	Total Value	Imps Value	Land Value	Land/S.F.
Commercial Acreage	0108-300-110	5/16/2003	108,464	\$272,169.00	-	\$272,169.00	\$2.50
Commercial Acreage	0111-090-150	5/25/2004	336,283	\$846,090.00	-	\$846,090.00	\$2.51
Commercial Acreage	0111-080-190	4/26/2004	429,066	\$1,097,151.00	-	\$429,066.00	\$2.56
Commercial Acreage	0111-090-860	10/15/2003	50,965	\$84,660.00	-	\$84,660.00	\$1.66
Commercial Lot	0111-090-160	5/20/2004	78,408	\$187,476.00	-	\$78,408.00	\$2.39
Commercial Lot	0111-090-850	10/15/2003	30,056	\$49,266.00	-	\$49,266.00	\$1.64
Industrial Acreage	0111-090-810	4/5/2002	274,863	\$602,160.00	-	\$602,160.00	\$2.19
Industrial Acreage	0111-090-880	5/24/2004	220,849	\$512,395.00	-	\$512,395.00	\$2.32
SFR	0113-061-070	10/4/2002	4,791	\$242,000.00	\$172,000.00	\$70,000.00	\$14.61
SFR	0113-051-130	4/29/2002	8,230	\$162,180.00	\$106,080.00	\$56,100.00	\$12.89
SFR	0113-051-090	7/30/2002	9,583	\$280,000.00	\$200,000.00	\$80,000.00	\$8.35

Property To Be Sold	Potential Buyer	APN	Size	Broker Opinion of Value	Written Offer Submitted	Amount Offer	Land/S.F.
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SBE 135-48-1-5 (West A- B) 0113-054-150 No No None \$18,750

Notification letters of sale sent to adjacent owner licensee. Numerous phone calls to adjacent owner licensee; no response, conversations with tenant; tenant might be willing to buy if price is right

SBE 135-48-1B (West B-C) 0113-053-130 No No None \$4,500

Notification letters of sale sent to adjacent licensee (church), church expressed verbal interest in purchasing

SBE 135-48-1C (West C-D) 0113-064-200 No No None \$2,840

Notification letters sent to adjacent owners, J. Brothers expressed verbal interest in purchasing 2/3/04

SBE 135-48-1A-1 (West D-E) 0113-063-020 Yes \$10,000.00 \$16,418

Notification letter sent to adjacent licensee (B Willippo)

Yes - Hernandez 9/8/03 \$.50 sf; Jardine 9/24/03 \$.60 - .65 sf; Siefert 10/16/03 \$.60 - .90 sf

No - But D. Johnson said he would be willing pay \$1.00 sf 7/31/03 - \$13360

SBE 135-48-1E-1 (West E-F) 0113-074-030 No No None \$16,700

Notification letter to adjacent licensee (Johnson)

SBE 135-48-1E-2 (West F-H) 0113-073-270 Yes - \$1.25 sf 12/3/03 \$11,931 \$11,931

Notification letter sent to adjacent owner (H Wiegant)

Yes - Krouse 11/19/03 \$1.00sf

Additional Broker Opinion of Value - Morgan Walsh & Jim Gray - Residential \$4.50 - \$6.00 sf - Commercial /Office Uses \$4.50 - \$7.00

Additional Broker Opinion of Value - Brooks- Residential \$6.00 high side sf - Industrial/Commercial Uses \$2.00

EXHIBIT E

PACIFIC GAS AND ELECTRIC COMPANY
STANDARD PURCHASE AND SALE AGREEMENT
(North Adams from West E to West F)

(Unimproved Property)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of this 31 day of MAY, 2006, (the "Effective Date"), by and between **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("Seller"), and **DONALD JOHNSON**, an unmarried man ("Buyer").

RECITALS:

A. Seller is the owner of that certain parcel of unimproved real property, consisting of approximately 13,360 square feet, located in the City of Dixon, County of Solano and State of California, identified by the Solano County Assessor as Assessor's Parcel No. 0113-074-030, the State Board of Equalization as SBE No. 135-48-1E-1, commonly known as North Adams from West E to West F, Dixon, California, and more particularly described in Exhibit A (such real property, together with all easements, rights and privileges appurtenant thereto, is hereinafter referred to collectively as the "Property").

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. PURCHASE AND SALE.

Subject to the terms and conditions contained in this Agreement, Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, for a purchase price of Sixteen Thousand Seven Hundred Dollars (\$16,700.00) ("Purchase Price").

2. PAYMENT OF PURCHASE PRICE.

Buyer shall pay the Purchase Price for the Property to Seller as follows:

2.1 Deposit. Within five (5) days after the Effective Date of this Agreement, Buyer shall deposit an amount equal to Eight Hundred Thirty-Five Dollars (\$835.00) ("Deposit") in escrow with Placer Title Company, 21 Towne Square, 2nd Floor, Vacaville, California 95688, Attn: Tiffany Alonzo, Escrow No. 503-3465, 707.678.0422 (telephone), 707.678.7615 (fax) ("Title Company"). The Deposit shall be considered to have been deposited only if it is made by bank wire transfer, certified check or cashier's check payable to the Title Company and drawn by a commercial bank or savings and loan association having a branch in and licensed to do business in the State of California. Buyer's failure to deliver the Deposit as required shall entitle Seller, by written notice to Buyer, to terminate this Agreement as of the date of the notice. Subject to the provisions of Sections 7 and 9 of this Agreement, the Deposit, and any accrued interest thereon, shall be delivered to Seller at close of escrow (as described in Section 3.3). The Deposit shall earn interest for the benefit of the party entitled to the Deposit under this Agreement.

2.2 Balance of Purchase Price. At least one (1) business day prior to close of escrow, Buyer shall deposit in escrow with the Title Company an additional sum equal to the balance of the Purchase Price in immediately available funds for delivery to Seller at close of escrow.

2.3 Assessments. At close of escrow, Buyer shall take title to the Property subject to the lien of any and all assessments encumbering the Property not then past due, and shall not be entitled to any credit against the Purchase Price for any portion of the obligations secured by such assessments.

3. ESCROW.

3.1 Establishment and Close of Escrow. Within five (5) days after the Effective Date of this Agreement, Buyer shall open an escrow with the Title Company (sometimes also referred to herein as the "Escrow Holder"), by delivering to the Title Company, the Deposit, a fully-executed copy of this Agreement and the Escrow Opening Instructions attached hereto as Exhibit B. The Deposit shall be held in such escrow in a federally insured, interest-bearing account. The parties estimate that the closing of this transaction ("Closing Date") will take place no later than at 8:00 a.m. California time on October 3, 2006, (the "Estimated Closing Date"); provided, however, that all conditions precedent set forth in Section 7 have been satisfied or waived. If the Governmental Approval described in Section 7.4 below has not been obtained prior to the Estimated Closing Date, Seller shall have the right (but not the obligation) to extend the Estimated Closing Date for up to an additional one (1) year to obtain Governmental Approval, in which case the Closing Date shall occur on the date specified by Seller, which date shall be no later than sixty (60) days following the date on which Governmental Approval is obtained. If Seller fails to obtain Governmental Approval prior to the Estimated Closing Date (as the same may be extended), this Agreement shall automatically terminate and except for agreements that expressly survive the termination of this Agreement, all obligations and liabilities of the parties under this Agreement shall terminate. If the conditions set forth in Section 7 have been satisfied (or waived by the party for whose benefit such condition precedent exists) prior to the Estimated Closing Date, the parties may mutually agree to accelerate the Closing Date.

3.2 Deposits into Escrow.

(a) At or prior to close of escrow, Buyer shall deposit or cause to be deposited with the Title Company the following:

- (i) The balance of the Purchase Price to be deposited by Buyer pursuant to Section 2.2;
- (ii) Buyer's share of the fees and charges described in Section 3.4(b);
- (iii) The amount, if any, payable to Seller pursuant to Section 3.5;
- (iv) Buyer's counterpart of the joint escrow instructions to the Title Company in the form attached hereto as Exhibit C (the "Joint Escrow Closing Instructions"), and any other instructions Buyer may deem necessary which are not inconsistent with the terms of this Agreement; and
- (v) The Release and Indemnity Agreement, duly executed by Buyer in the form attached hereto as Exhibit D (the "Release Agreement").

(b) At or prior to close of escrow, Seller shall deposit or cause to be deposited with the Title Company the following:

- (i) A grant deed, prepared and duly executed by Seller in recordable form, conveying fee title to the Property to Buyer ("Grant Deed");
- (ii) Affidavits certifying that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and California Revenue and Taxation Code Section 18662(e) ("Affidavits"); and

(iii) Seller's counterpart of the Joint Escrow Closing Instructions and any other instructions Seller may deem necessary which are not inconsistent with the terms of this Agreement.

3.3 Closing. After all the requirements of Section 3.2 have been satisfied and all conditions precedent set forth in Section 7 have been satisfied or waived, the parties shall instruct the Title Company to close escrow by, among other actions:

(a) Recording the Grant Deed and instructing the Solano County Recorder to deliver the Grant Deed to Buyer after recording;

(b) Recording the Release Agreement and instructing the Solano County Recorder to deliver the original Release Agreement to Seller after recording;

(c) Delivering to or for the account of Seller the Purchase Price paid by Buyer pursuant to Sections 2.1 and 2.2, and the amount, if any, payable to Seller pursuant to Section 3.5;

(d) Delivering to Seller an "as-recorded" conformed copy of the Grant Deed and Release Agreement; and

(e) Delivering to Buyer the Affidavits and an "as-recorded" conformed copy of the Grant Deed and Release Agreement, and issuing and delivering to Buyer the policy of title insurance described in Section 4.4.

3.4 Costs. In connection with the transactions contemplated by this Agreement, Seller and Buyer shall pay all transfer taxes and closing costs in accordance with the following:

(a) Seller shall bear the cost of the recording fees for recordation of the Grant Deed and the Release Agreement; and

(b) Buyer shall pay any real property conveyance or documentary transfer taxes charged by the City and/or County in which the Property is located and payable with respect to the Grant Deed, escrow fees charged by the Title Company, the cost of any ALTA or other survey required by the Title Company in order to issue the policy of title insurance described in Section 4.4, and the premium and endorsement charges for the policy of title insurance described in Section 4.4.

3.5 Prorations. General and special real property taxes, the current fiscal year's installments of any assessments encumbering the Property, rents and other charges under any leases, utility charges, payments under any maintenance agreements or service contracts (provided such maintenance agreements and/or service contracts are assumed by Buyer), and all other income and expense items related to the Property shall be prorated as of close of escrow. The net amount due Seller from Buyer under this Section 3.5, if any, shall be delivered by Buyer to the Title Company prior to close of escrow. The net amount due Buyer from Seller under this Section 3.5, if any, shall be charged to Seller by the Title Company at close of escrow. To the extent that the amount of any of the foregoing income and expense items shall not have been determined as of the close of escrow, such income and expense items shall be prorated as of close of escrow as soon thereafter as such amount is determined and Seller shall promptly make to Buyer, and/or Buyer shall promptly make to Seller, any payments required by such prorations. **In addition, Buyer acknowledges that the Property is assessed by the California State Board of Equalization as of January 1 of each year, and Seller must pay real property taxes on the Property for the subsequent fiscal year commencing the following July 1. If close of escrow occurs between January 1 and June 30, Buyer shall deposit into escrow, or with Seller, the full amount to pay real property taxes for the tax year beginning on the July 1 immediately following the close of escrow, in addition to the prorated amount of real property taxes for the current tax year (ending June 30).** Seller shall pay the taxes for the subsequent tax year before they become

delinquent; provided, however, that Seller shall have the right to pay such taxes in installments as permitted by law.

3.6 Possession of Property. Seller shall deliver possession of the Property to Buyer upon close of escrow.

4. TITLE; TITLE INSURANCE.

4.1 Title. It shall be a condition precedent to Buyer's obligation to purchase the Property that Seller convey title to the Property to Buyer subject only to the following exceptions (the "Permitted Encumbrances"):

- (a) The lien of general and special real property taxes and assessments, not delinquent;
- (b) All matters and exceptions of record approved or deemed approved by Buyer pursuant to Section 4.3 below;
- (c) Any matters affecting title to the Property created by or with the consent of Buyer;
- (d) All matters which would be disclosed by an inspection or survey of the Property; and
- (e) Easements and other rights reserved by Seller pursuant to Section 4.2.

4.2 Easements and Other Reservations. Seller shall be entitled to reserve easements for all existing or proposed utility facilities located, or to be located, on or under the Property, including, without limitation, an easement for the purposes of operation, maintenance of, and all other activities related to Seller's steel poles and overhead transmission line, together with the right of ingress and egress over the Property. Within thirty (30) days following the Effective Date, or as soon thereafter as is reasonably practicable, Seller shall provide information concerning any such easements to be reserved and easements, leases or rights granted to others by Seller.

4.3 Title Objections. Buyer shall use diligence to obtain from the Title Company a preliminary report for the Property ("Title Report"), together with copies of the instruments underlying any exceptions referred to in the Title Report, within ten (10) days following the Effective Date. Within ten (10) days following Buyer's receipt of the Title Report, Buyer shall review any title exceptions disclosed therein. In addition, within ten (10) days after receipt of the same, Buyer shall review the easements to be reserved by Seller and other information disclosed by Seller pursuant to Section 4.2, if any. The failure of Buyer to object to any exceptions to title shown in the Title Report within ten (10) days following Buyer's receipt of same, or the failure of Buyer to object to any easements to be reserved by Seller or other information disclosed by Seller pursuant to Section 4.2 within ten (10) days following Buyer's receipt of same, which objection shall be in writing and shall specifically delineate the reasons therefor, shall be deemed to be an approval by Buyer of the condition of title to the Property. If any of the exceptions to title shown in the Title Report or proposed easements or other title matters disclosed by Seller pursuant to Section 4.2 are objectionable to Buyer, Seller may, at its sole election, agree to remove such objectionable items or otherwise satisfy Buyer with respect to such items prior to close of escrow. If Seller is unable or unwilling to remove any such objectionable items or otherwise satisfy Buyer with respect thereto, Buyer shall have the right, upon written notice to Seller given within five (5) days after Seller's notice of refusal or inability to remove the exceptions, to terminate this Agreement. If Buyer elects to terminate this Agreement, the Deposit, and any accrued interest thereon, shall be returned to Buyer, each party shall pay one-half (1/2) of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination.

4.4 Title Insurance. Upon the close of escrow, Buyer shall cause the Title Company to issue to Buyer either ALTA or CLTA title insurance coverage with total liability not to exceed the amount of the Purchase Price insuring that fee simple title to the Property is vested in Buyer.

5. CONDITION OF PROPERTY.

5.1 AS IS CONDITION. BUYER HAS BEEN STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ELECTROMAGNETIC FIELDS AND POTENTIAL ENVIRONMENTAL HAZARDS ARISING FROM THE PRESENCE ON OR ABOUT THE PROPERTY OF HAZARDOUS SUBSTANCES. EXCEPT AS EXPRESSLY HEREINAFTER PROVIDED IN SECTION 6, NEITHER SELLER, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS MAKES OR HAS MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO THE PHYSICAL CONDITION OF THE PROPERTY, THE USES OF THE PROPERTY OR ANY LIMITATIONS THEREON, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY PERTAINING TO ZONING, ENVIRONMENTAL OR OTHER LAWS, REGULATIONS OR GOVERNMENTAL REQUIREMENTS; THE UTILITIES ON THE PROPERTY, THE COSTS OF OPERATING THE PROPERTY OR ANY OTHER ASPECT OF THE ECONOMIC OPERATIONS ON THE PROPERTY; THE CONDITION OF THE SOILS OR GROUNDWATERS OF THE PROPERTY; THE PRESENCE OR ABSENCE OF ELECTROMAGNETIC FIELDS, TOXIC MATERIALS OR HAZARDOUS SUBSTANCES ON OR UNDER THE PROPERTY; OR ANY OTHER MATTER BEARING ON THE USE, VALUE OR CONDITION OF THE PROPERTY. SELLER MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OF TITLE TO THE PROPERTY, AND BUYER AGREES THAT IT WILL RELY SOLELY ON ITS POLICY OF TITLE INSURANCE ISSUED PURSUANT TO SECTION 4.4.

5.2 Right of Inspection.

(a) For a period not to exceed ninety (90) days following the Effective Date of this Agreement (the "Inspection Period"), Buyer and Buyer's authorized representatives, may enter onto the Property at any reasonable time and from time to time to survey and inspect the Property. No invasive testing, including, but not limited to, soil and groundwater sampling, may be conducted on the Property unless and until the testing plans and procedures are approved in writing by Seller. Seller may withhold its approval, or grant approval subject to such conditions as Seller may determine, in its sole and absolute discretion.

(b) Buyer shall notify Isabel Harris, Seller's Real Estate Transaction Specialist for the Property (the "Real Estate Transaction Specialist"), by telephone at 415.973.5559 not less than seventy-two (72) hours prior to Buyer or Buyer's representatives entering the Property in each instance. No such entry shall interfere with Seller's use of the Property. Seller shall have the right to have a representative accompany Buyer on each such entry.

(c) Buyer shall provide to Seller copies of all reports and studies prepared by or on behalf of Buyer, promptly upon receipt thereof by Buyer.

5.3 Indemnification. Buyer shall indemnify, defend (with counsel approved by Seller), protect and hold Seller, its officers, directors, employees, agents and contractors (collectively, "Indemnitees") harmless from and against any and all losses, costs, claims, damages, liabilities, or causes of action (including attorneys' fees and costs) (collectively, "Claims") arising out of or in any way connected with the Property and occurring as a result of any entry upon the Property, or activities conducted thereon by Buyer, its agents, contractors or employees prior to close of escrow, including Claims arising from the passive or active negligence of the Indemnitees, and Buyer shall return the Property as nearly as possible to the same condition the Property was in prior to such entry or activities.

5.4 Right to Terminate. If, for any reason, Buyer is not satisfied with the results of its inspections of the Property, Buyer shall have the right to terminate this Agreement by written notice to Seller given prior to the expiration of the Inspection Period. Buyer's notice of termination shall specify in detail the basis for Buyer's termination of this Agreement. Buyer's failure to terminate this Agreement prior to the expiration of the Inspection Period shall be deemed Buyer's approval of all matters relating to the Property, including, but not limited to, the physical condition of the Property, the possible uses of the Property and any limitations thereon. If Buyer elects not to terminate this Agreement as permitted above, (a) Buyer shall have no further right to terminate this Agreement, except in accordance with the provisions of Section 8 or Section 9.2 below (regardless of any changes in the condition of the Property or any facts or circumstances of which Buyer may become aware following the Inspection Period); and (b) in addition to all other claims waived by Buyer hereunder, Buyer shall be deemed to have waived any and all rights or claims against Seller with respect to matters discovered prior to the expiration of the Inspection Period. If Buyer elects to terminate this Agreement as permitted above, (x) the Deposit, and any accrued interest thereon, shall be returned to Buyer, each party shall pay one-half (1/2) of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination; and (y) Buyer shall promptly provide Seller with copies of any and all inspection reports regarding the Property prepared by or on the behalf of Buyer.

5.5 Hazardous Substances Disclosure; Buyer's Release. Seller, at some time during its ownership or use of the Property, may have handled, treated, stored and/or disposed of Hazardous Substances (as defined in the Release Agreement) on the Property. Some of these Hazardous Substances may contain chemicals known to the State of California to cause cancer or reproductive toxicity. Buyer acknowledges that Seller has made no investigation with respect to Hazardous Substances affecting the Property and that no Hazardous Substances report has been provided or will be provided to Buyer by Seller. Buyer has been strongly advised to investigate the existence of Hazardous Substances on, under, about or otherwise affecting the Property. Buyer further acknowledges that Seller shall not in any manner be responsible to Buyer for the presence of any electromagnetic field or Hazardous Substances on, under, about or otherwise affecting the Property, and further, as a material inducement to Seller for the sale of the Property to Buyer, Buyer agrees to execute and deliver the Release Agreement to Seller at or prior to close of escrow.

5.6 Seismic Disclosure Requirements.

(a) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a delineated earthquake fault zone as so designated under the Alquist-Priolo Earthquake Fault Zoning Act, Sections 2621 et seq. of the California Public Resources Code (an "Earthquake Fault Zone"), nor, to Seller's actual knowledge, is the Property situated within such an Earthquake Fault Zone.

(b) Seller hereby discloses to Buyer that seismic hazard maps are not yet available to determine whether the Property is situated within a seismic hazard zone as so designated under the Seismic Hazards Mapping Act, Sections 2690 et seq. of the California Public Resources Code (a "Seismic Hazard Zone"). Therefore, Buyer acknowledges and understands that the Property may be located within a Seismic Hazard Zone, and Buyer is strongly advised by Seller to conduct its own investigation with respect thereto.

5.7 Natural Hazards Disclosure Requirements.

(a) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a special flood hazard area as so designated by the Federal Emergency Management Agency (a "Special Flood Hazard Area"), nor, to Seller's actual knowledge, is the Property situated within such a Special Flood Hazard Area.

(b) In accordance with the requirements of California law, Seller hereby discloses to Buyer, and Buyer acknowledges and understands that, the Property is situated within an area of potential flooding on an Inundation Map as so designated pursuant to California Government Code Section 8589.5 (an "Area of Potential Flooding").

(c) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a Very High Fire Hazard Severity Zone as so designated pursuant to California Government Code Section 51178 (a "Fire Hazard Severity Zone"), nor, to the actual knowledge of Seller or its agents, is the Property situated within such a Fire Hazard Severity Zone.

(d) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a wildland area subject to substantial forest fire risks and hazards as so classified pursuant to California Public Resources Code Section 4125 (a "Wildland Fire Zone"), nor, to the actual knowledge of Seller or its agents, is the Property situated within such a Wildland Fire Zone.

5.8 Limitations on Disclosures. Buyer acknowledges and understands that, in making the representations and disclosures contained in Sections 5.6 and 5.7 above, Seller is relying solely on the Natural Hazards Disclosure Statement dated October 13, 2005, prepared by JCP Geologists, Inc. and identified as Report No. 2005101300073 (the "Natural Hazards Statement"). A copy of the Natural Hazards Statement is attached to this Agreement as Exhibit G. Buyer further acknowledges and understands that if the Property is situated within one or more of the hazard zones described in Sections 5.6 and 5.7 above, Buyer's ability to develop the Property, obtain insurance, or receive assistance after a disaster may be limited. The maps, on which the disclosures contained in Section 5.6 and 5.7 are based, only estimate where natural hazards exist, and are not definitive indications of whether or not a property will be affected by a natural disaster. Except as expressly provided herein, Seller is making and has made no representations regarding the seismic, geologic or other natural hazards affecting the Property, or the effect thereof on the future use or development of the Property, and Buyer should make its own inquiry and investigation of such hazards. Further, Buyer hereby waives, to the fullest extent permitted by law, any disclosure requirements relating to seismic, geologic and other natural hazards imposed on Seller by California law.

5.9 Confidentiality. Until close of escrow, and unless disclosure is otherwise required under this Agreement or under applicable law, Buyer shall keep and shall cause Buyer's agents, consultants and employees to keep confidential all tests, reports, documents, analyses, and opinions obtained by Buyer with respect to the Property, including, but not limited to, any information provided by Seller or received or prepared by Buyer in Buyer's independent factual, physical and legal examinations and inquiries respecting the Property (collectively, the "Confidential Information"), except that Buyer may disclose the same to its legal counsel and consultants, provided that Buyer obtains the agreement in writing of such legal counsel and consultants to keep the Confidential Information confidential. Until close of escrow, neither the contents nor the results of any Confidential Information shall be disclosed by Buyer, its agents, consultants and employees without Seller's prior written approval unless and until Buyer is legally compelled to make such disclosure.

5.10 Survival. The covenants, agreements and obligations of Buyer contained in this Section 5 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Seller's Representations. Seller hereby represents and warrants to Buyer as follows:

(a) Seller has full right, power and authority to enter into this Agreement and to sell, convey and transfer the Property and all rights appurtenant thereto to Buyer. All corporate action on the part of Seller necessary for the valid authorization, execution, and delivery of this Agreement, and the consummation of the transactions contemplated hereby has been taken, or at or prior to close of escrow will have been taken.

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or constitute a default under any of the terms, conditions or provisions of any other agreement to which Seller is a party or by which Seller is bound, and will not to the best of Seller's knowledge, violate any provision of, or require any consent, authorization or approval under, any applicable law, regulation, or order.

(c) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit H, Seller has received no written notice from any governmental agency or private person during the six (6) month period preceding the Effective Date that the condition, use or operation of the Property violates any law or any order or requirement of any governmental agency that could materially and adversely affect the operation or value of the Property (other than violations which have been cured).

(d) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit H, Seller has received no written notice of any pending or threatened lawsuits of any kind against Seller that could materially and adversely affect the operation or value of the Property or prohibit the sale thereof.

(e) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit H, Seller has received no written notice of any pending, threatened or contemplated condemnation proceedings affecting the Property or any part thereof.

Seller's "knowledge" or "receipt of written notice" as used in this Section 6.1 or elsewhere in this Agreement shall mean the actual knowledge of, or receipt of written notice by, the Real Estate Transaction Specialist, without any duty of inquiry. Buyer acknowledges and agrees that Seller may have records or files not in the possession of the Real Estate Transaction Specialist which may include information concerning the Property. Buyer understands that Seller will not undertake to determine whether any of such other files and/or records contain information concerning the Property and Seller will not make such other files and records available to Buyer for its review. Buyer further acknowledges and agrees that Seller and its affiliates have gone through numerous management changes and personnel changes over the years, and the employees who currently manage the Property may have little or no knowledge of the location or contents of the files and records relating to the Property. In light of the voluminous files and records of Seller, and the uncertainty of the location or content of such files, Buyer acknowledges and agrees that Buyer will, except for the limited representations and warranties contained in this Section 6.1, rely solely on its own investigations in making its decision to acquire the Property.

6.2 Buyer's Representations. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material, is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder) and shall fully survive the close of escrow and the recordation of the Grant Deed:

(a) This Agreement and all documents executed by Buyer which are to be delivered to Seller upon close of escrow are, or at the time of close of escrow will be, (i) duly authorized, properly executed and delivered by Buyer, (ii) legal, valid and binding obligations of Buyer enforceable in accordance with their terms at the time of close of escrow, and (iii) not in violation of any agreement or judicial order to which Buyer is a party or to which it is subject.

(b) Buyer is an experienced real property operator and investor, and is represented or has had an opportunity to be represented by counsel in connection with this transaction. Except for the express representations and warranties of Seller contained in Section 6.1 above, Buyer specifically acknowledges that it is acquiring the Property in an "AS IS, WHERE IS, WITH ALL FAULTS" condition, without any representations or warranties of Seller, express or implied, written or oral, as to the nature or condition of title to the Property, the physical condition of the Property, the uses of the Property or any limitations thereon. Buyer is relying solely upon, and, as of the expiration of the Inspection Period will have conducted, its own analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller (including, without limitation, an analysis of any and all matters concerning the condition, use, sale, development or suitability for development of the Property). Buyer is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters.

(c) The representations and warranties of Buyer set forth in this Agreement shall be true on and as of the close of escrow as if those representations and warranties were made on and as of such time.

7. CONDITIONS PRECEDENT.

7.1 Conditions to Buyer's Obligations. Buyer's obligation under this Agreement to purchase the Property is subject to the fulfillment or waiver of each of the following conditions precedent:

(a) The Title Company shall be prepared to issue at close of escrow the title insurance policy described in Section 4.4 upon payment of its regularly scheduled premium therefor, subject only to the standard printed exceptions to such title insurance policy and the Permitted Encumbrances; and

(b) Seller shall have performed each and every covenant contained in this Agreement to be performed by Seller at or prior to close of escrow.

7.2 Conditions to Seller's Obligations. Seller's obligation under this Agreement to sell the Property to Buyer is subject to the fulfillment or waiver of each of the following conditions precedent:

(a) Compliance with the California Subdivision Map Act (Government Code Section 66410, et seq.), including the approval and filing of a final subdivision map or parcel map if required; and

(b) Buyer's timely performance of each and every covenant contained in this Agreement to be performed by Buyer.

7.3 Satisfaction of Conditions. Buyer may waive any of the conditions precedent set forth in Section 7.1, and Seller may waive any of the conditions precedent set forth in Section 7.2. Subject to the foregoing and to the provisions of Section 9.1 below, in the event that any of the conditions precedent set forth in this Section 7 shall not be satisfied or waived at or prior to the Closing Date, then the party whose obligations are subject to such condition precedent shall have the right to terminate this Agreement, and the Deposit, and any accrued interest thereon, shall be returned to Buyer, less one-half of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement except those which expressly survive termination.

7.4 Governmental Approval. If Seller determines, in Seller's sole and absolute discretion, that approval ("Governmental Approval") of the California Public Utilities Commission ("CPUC") will be required as a condition precedent to Seller's sale of the Property to Buyer, then the obligation of each party to close the sale of the Property shall be conditioned upon obtaining such Governmental Approval at or prior to the close of escrow. Buyer acknowledges and agrees that Governmental Approval

shall not be deemed to have occurred for purposes of this Agreement unless and until the CPUC approves the sale of the Property to Buyer in a form that is final, unconditional and unappealable, including exhaustion of all administrative appeals or remedies before the CPUC, and such Governmental Approval is approved by Seller in its sole and absolute discretion, including, without limitation, Seller's approval of the proposed accounting and ratemaking treatment of the sale. Buyer further acknowledges and agrees that Seller makes no representation or warranty with respect to the Governmental Approval, and Buyer hereby waives all claims against Seller which may arise out of losses, expenses or damages suffered or incurred by Buyer as a result of the need for the Governmental Approval or the failure of the CPUC to approve the sale of the Property to Buyer.

8. CONDEMNATION. In the event of any taking of more than fifty percent (50%) of the land area of the Property in eminent domain proceedings or under threat of condemnation prior to the close of escrow, Buyer shall have the right to terminate this Agreement and recover all amounts paid on account of the Purchase Price by giving to Seller written notice of termination within five (5) days following the date of such taking. In the event of a taking of fifty percent (50%) or less of the land area of the Property prior to the close of escrow or in the event that Buyer shall not elect to terminate the Agreement as aforesaid, Buyer shall remain obligated to perform its obligations under this Agreement, and Seller shall assign to Buyer at close of escrow the portion of any condemnation award attributable to Seller's interest in the Property. For the purposes of this Agreement, a taking in condemnation shall mean the taking of possession or the vesting of fee title to the Property in a governmental entity pursuant to the exercise of the power of eminent domain or pursuant to a deed given in lieu or in contemplation thereof.

9. DEFAULT.

9.1 Buyer's Default.

(a) IN THE EVENT THAT THE SALE OF THE PROPERTY TO BUYER UNDER THIS AGREEMENT SHALL NOT BE CONSUMMATED BECAUSE OF A DEFAULT BY BUYER, SELLER MAY UNILATERALLY TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING WRITTEN NOTICE TO BUYER AND THE TITLE COMPANY, AS ESCROW HOLDER. THEREUPON, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS UNDER THIS AGREEMENT, AND ESCROW HOLDER IS HEREBY IRREVOCABLY INSTRUCTED BY BUYER AND SELLER TO DISBURSE THE DEPOSIT, PLUS ANY ACCRUED INTEREST THEREON, TO SELLER AS LIQUIDATED DAMAGES. IN ADDITION, ESCROW HOLDER SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, AND ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER. SELLER'S RETENTION OF THE DEPOSIT IS NOT INTENDED AS A FORFEITURE OR A PENALTY, BUT IS INTENDED TO COMPENSATE SELLER FOR DAMAGES IT WILL SUSTAIN BY REASON OF SUCH DEFAULT BY BUYER, INCLUDING DAMAGES RESULTING FROM THE REMOVAL OF THE PROPERTY FROM THE MARKET, THE LOSS OF BUSINESS AND DEVELOPMENT OPPORTUNITIES AND THE LOSS OF PROSPECTIVE INVESTMENT IN OTHER PROPERTY. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF SELLER'S ACTUAL DAMAGES AS A RESULT OF BUYER'S DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, AND THE AMOUNT PROVIDED FOR HEREIN IS A REASONABLE ESTIMATE OF SUCH DAMAGES. BY THEIR SIGNATURES BELOW, SELLER AND BUYER SPECIFICALLY ACKNOWLEDGE THEIR ACCEPTANCE AND APPROVAL OF THE FOREGOING LIQUIDATED DAMAGES PROVISION.

(b) NOTHING CONTAINED IN THIS SECTION 9.1 SHALL SERVE TO WAIVE OR OTHERWISE LIMIT (1) SELLER'S REMEDIES OR DAMAGES FOR CLAIMS OF SELLER AGAINST BUYER WITH RESPECT TO ANY OBLIGATIONS OF BUYER THAT, BY THE TERMS OF THIS AGREEMENT, SURVIVE THE CLOSE OF ESCROW OR ANY TERMINATION OF THIS AGREEMENT BEFORE THE CLOSE OF ESCROW, INCLUDING, WITHOUT LIMITATION, BUYER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 5.3 AND SECTION 10.2, OR (2) SELLER'S RIGHTS TO OBTAIN FROM BUYER ALL COSTS AND EXPENSES OF ENFORCING THE LIQUIDATED DAMAGE PROVISION CONTAINED IN SECTION 9.1(A) ABOVE, INCLUDING ATTORNEYS' FEES AND COSTS PURSUANT TO SECTION 11.11 BELOW.

(c) THE PARTIES AGREE THAT SELLER WOULD SUFFER MATERIAL INJURY OR DAMAGE NOT COMPENSABLE BY THE PAYMENT OF MONEY IF BUYER WERE TO BREACH OR VIOLATE ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTIONS 5.9 AND 11.12 OF THIS AGREEMENT. ACCORDINGLY, NOTWITHSTANDING THE PROVISIONS OF SECTION 9.1(A) ABOVE, IN ADDITION TO ALL OTHER REMEDIES THAT SELLER MAY HAVE, SELLER MAY BRING AN ACTION IN EQUITY OR OTHERWISE FOR SPECIFIC PERFORMANCE TO ENFORCE COMPLIANCE WITH SUCH SECTIONS, OR AN INJUNCTION TO ENJOIN THE CONTINUANCE OF ANY SUCH BREACH OR VIOLATION THEREOF. BUYER AGREES TO WAIVE ANY REQUIREMENT FOR A BOND IN CONNECTION WITH ANY SUCH INJUNCTIVE OR OTHER EQUITABLE RELIEF.

ACKNOWLEDGMENT AS TO ACCEPTANCE OF THE IMMEDIATELY PRECEDING LIQUIDATED DAMAGES PROVISION:

Buyer: Donald Johnson
DONALD JOHNSON, an unmarried man

Seller: PACIFIC GAS AND ELECTRIC COMPANY
KDL

By: Thomas B King
Walter R. Rhodes **THOMAS B. KING**
Vice President; **PRESIDENT AND CHIEF EXECUTIVE OFFICER**
Strategic Sourcing and Operations Support

9.2 Seller's Default. If the sale of the Property under this Agreement shall not be closed because of a default by Seller, Buyer shall have, at its option and as its sole remedies, the following:

(a) The right to pursue specific performance of this Agreement, provided that Buyer waives in writing any right it may have to bring an action for, or assert, any damages against Seller for such default of Seller. In no event shall Buyer be entitled to any damages as a result of a default by Seller under this Agreement.

(b) As an alternative to the remedy provided in Section 9.2(a), the right to terminate this Agreement and receive a return of the Deposit and any interest thereon, whereupon neither party shall have any further rights or obligations hereunder, except those which expressly survive termination.

9.3 Failure of Conditions. If prior to the close of escrow Seller discloses to Buyer or Buyer discovers that (a) title to the Property is subject to defects, limitations or encumbrances other than as shown on the Title Report, or (b) any representation or warranty of Seller contained in this Agreement is, or as of the Closing Date will be, untrue, then Buyer shall, within three (3) days following Buyer's receipt of such information, give Seller written notice of its objection thereto, which objection shall be in writing and shall specifically delineate the reasons therefor. If Buyer fails to furnish Seller with such an objection notice within said three (3) day period, Buyer shall be deemed to have irrevocably waived any right to object to such information, and this Agreement shall continue in full force and effect. However, if Buyer furnishes Seller with such an objection notice within said three (3) day period, Seller may elect by notice to Buyer either (i) to attempt to cure or otherwise remedy Buyer's objection (in which event, Seller may postpone the close of escrow for up to thirty (30) days to effect said cure) or (ii) not to cure or otherwise remedy Buyer's objection. Buyer acknowledges and agrees that Seller shall have no obligation to cure any objection. If Seller is unable or unwilling to cure Buyer's objection and Buyer fails to waive the objection within ten (10) days after notice thereof from Seller, this Agreement will terminate automatically, and, provided that Buyer shall not be in default hereunder, Seller shall promptly direct the Escrow Holder to return the Deposit and any interest thereon to Buyer, whereupon neither party shall have any further rights or obligations hereunder, except those which expressly survive termination.

10. BROKERS.

10.1 Seller. Seller hereby represents and warrants to Buyer that Seller has incurred no obligation to any finder or real estate broker or salesperson with respect to this transaction, and in the event that any contrary claim is made, Seller shall indemnify, defend and hold Buyer harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and costs) with respect to any such additional finder, broker or salesperson. The representations, warranties and covenants of Seller contained in this Section 10.1 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

10.2 Buyer. Buyer hereby represents and warrants to Seller that Buyer has not incurred any obligation to any finder or real estate broker or salesperson with respect to this transaction, and in the event that any contrary claim is made, Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and costs) with respect to any such finder, broker or salesperson. The representations, warranties and covenants of Buyer contained in this Section 10.2 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

11. MISCELLANEOUS.

11.1 Operation of the Property Prior to Closing. During the period from the date of Seller's execution of this Agreement to the close of escrow, Seller shall maintain the Property in the condition in which it exists as of the Effective Date, normal wear and tear excepted, and otherwise act with respect to the Property in accordance with its pre-existing practices as if the Property were not to be sold to Buyer. Seller agrees not to enter into any lease, management agreement or maintenance or service contract, or alter or amend any of the material terms of any such existing agreements during such interim period, without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

11.2 Survival of Seller's Representations and Warranties. The representations and warranties of Seller contained in Sections 6.1 and 10 of this Agreement shall survive the close of escrow and continue for a period of six (6) months thereafter and shall thereupon expire and be of no further force and effect. Any claim for breach of any such representations and warranties must be made within such 6-month period or shall be waived. Notwithstanding the foregoing, in the event Buyer discovers prior to the close of escrow that any representations or warranties made by Seller are untrue or inaccurate, or that Seller failed to make any material disclosures to Buyer regarding the Property (collectively, "Disclosure Defects"), Seller shall bear no liability for such matters, and Buyer shall, as its sole remedy (provided that Seller has not breached an express covenant set forth in this Agreement), elect either to (a) waive such matters and complete the purchase of the Property in accordance with the terms of this Agreement or (b) terminate this Agreement and receive a refund of the Deposit plus all interest accrued thereon. Buyer's consent to the close of escrow in this transaction shall conclusively demonstrate Buyer's waiver of any Disclosure Defects known to Buyer prior to the close of escrow, and Buyer shall not be entitled to make any claim or bring any action for damages against Seller arising out of any Disclosure Defects.

11.3 Time of Essence. Time is of the essence of this Agreement and each and every provision hereof.

11.4 Further Assurances. Each party hereto agrees to execute and deliver to the other party such further documents or instruments as may be necessary or appropriate in order to carry out the intentions of the parties as contained in this Agreement.

11.5 Binding Effect; Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the heirs, successors and assigns of the parties hereto. Notwithstanding the foregoing, Buyer shall have no right to assign its rights and obligations under this Agreement unless (a) Buyer shall obtain the prior written consent of Seller to such assignment, which consent shall not be unreasonably withheld, (b) Buyer shall not then be in default of any of its obligations under this Agreement, (c) Seller shall have approved the form of assignment, (d) the assignee shall have expressly assumed all of the obligations of Buyer under this Agreement, (e) Buyer shall furnish Seller with evidence acceptable to

Seller that the proposed assignee possesses the financial ability to perform Buyer's obligations contemplated by this Agreement, and (f) Buyer shall continue to be primarily liable under this Agreement; provided, however, that Buyer may freely assign its rights and obligations under this Agreement to any parent company, subsidiary or affiliate of Buyer, or to any partnership or other entity to be formed by Buyer for the purpose of acquiring the Property, provided that Buyer shall not be released of its obligations under this Agreement. Buyer agrees to reimburse Seller, within thirty (30) days after demand, for all costs and expenses (including attorneys' fees and costs) incurred by Seller in connection with any assignment of Buyer's interest in this Agreement, whether or not Seller's consent to such assignment is required or obtained, including, without limitation, all costs and expenses (including attorneys' fees and costs) incurred to amend any pending application for approval(s) described in Section 7 above as a result of such assignment. Buyer acknowledges that fees attributable to the work of Seller's in-house attorneys are reimbursable under the preceding sentence, and that such fees shall be calculated as provided in Section 11.11 below. Buyer acknowledges and agrees that Seller shall have the right to assign or otherwise convey its rights and/or obligations under this Agreement and/or with respect to the Property without the consent of Buyer, provided that Seller provides written notice of such assignment or conveyance, and the assignee assumes the remaining obligations of Seller under this Agreement. Said assignee shall be substituted as Seller hereunder and shall be entitled to the benefit of and may enforce Buyer's covenants, representations and warranties hereunder as if such assignee were the original Seller hereunder.

11.6 Severability. If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severable; provided, however, if such unenforceability or invalidity alters the substance of this Agreement (taken as a whole) so as to deny either party, in a material way, the realization of the intended benefit of its bargain, such party may terminate this Agreement within thirty (30) days after the final determination by notice to the other. If such party so elects to terminate this Agreement, then this Agreement shall be terminated, the Deposit, and any accrued interest thereon, shall be returned to Buyer, each party shall pay one-half (1/2) of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination.

11.7 Governing Laws; Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Seller and Buyer agree that the venue of any action, proceeding or counterclaim on any matter whatsoever arising out of or in any way connected with this Agreement shall be in the County of San Francisco, California. The covenants of Seller and Buyer contained in this Section 11.7 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

11.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.9 Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be either personally delivered or transmitted by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or Airborne Express, addressed to the parties as follows:

If to Seller:

Isabel Harris
Pacific Gas and Electric Company
245 Market Street
Mail Code N10A
San Francisco, CA 94105

With a copy to:

Wendy Coleman, Esq.
Law Department
Pacific Gas and Electric Company
77 Beale Street, Mail Code B30A
San Francisco, CA 94105

If to Buyer:

Donald Johnson
P.O. Box 458
Dixon, CA 95620

The date of any notice or communication shall be deemed to be the date of receipt if delivered personally, or the date of the receipt or refusal of delivery if transmitted by mail or overnight courier. Any party may change the address for notice by giving notice to the other party in accordance with this Section 11.9.

11.10 Prior Agreements. This Agreement and the exhibits hereto contain the entire understanding of the parties relating to the subject matter hereto and shall supersede any prior written or oral agreements or communications between the parties pertaining to such subject matter.

11.11 Attorneys' Fees. In the event that any party shall bring an action to enforce its rights under this Agreement, or relating to the interpretation hereof, whether for declaratory or other relief, the prevailing party in any such proceeding shall be entitled to recover from the other party reasonable attorneys' fees and all costs, expenses and disbursements that the prevailing party incurred in connection with such proceeding and any appeal thereof (including, but not limited to, the reasonable costs of discovery, investigation, preparation for trial, professional or expert consultation and testimony). A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. For purposes hereof, the reasonable fees of Seller's in-house attorneys who perform services in connection with any such action are recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by Seller's Law Department. Any such fees and costs incurred prior to judgment, award, or decree may be included in any judgment, award or decree entered in such proceeding in favor of the prevailing party. Any such fees, costs and expenses incurred by the prevailing party in enforcing a judgment, award or decree in its favor shall be recoverable separately from and in addition to any other amount included in such judgment, award or decree. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

11.12 Confidentiality. Neither party shall disclose the terms of this Agreement to any third party without the prior written consent of the other party. It is understood that the confidentiality of the terms hereof is critical to preserve the financial integrity of the Property.

11.13 Limitation on Liability. Buyer expressly agrees that the obligations and liabilities of Seller under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives of Seller. Notwithstanding anything to the contrary, Seller's liability, if any, arising in connection with this Agreement or with the Property shall be limited to Seller's interest in the Property for the recovery of any judgment against Seller, and Seller shall not be personally liable for

any such judgment or deficiency after execution thereon. The limitations of liability contained in this Section 11.13 shall apply, equally and inure to the benefit of Seller's present and future officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives, and their respective heirs, successors and assigns.

11.14 Exhibits. The following Exhibits are attached hereto and incorporated by reference into this Agreement:

- Exhibit A - Legal Description of Property
- Exhibit B - Escrow Opening Instructions
- Exhibit C - Joint Escrow Closing Instructions
- Exhibit D - Release and Indemnity Agreement
- Exhibit E - Intentionally Omitted
- Exhibit F - Intentionally Omitted
- Exhibit G - Natural Hazard Disclosure Statement
- Exhibit H - Disclosure Exhibit

11.15 Required Actions of Buyer and Seller. Buyer and Seller agree to take such reasonable actions, including but not limited to acknowledging, delivering or executing instruments and documents, as may be required to effectuate the purposes of this Agreement or to consummate the purchase and sale of the Property as contemplated herein.

11.16 Back-Up Offers. Seller shall have the right to solicit, receive, consider and accept so-called "back-up" offers to purchase the Property.

11.17 Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Agreement as Buyer, the liability of each such individual, corporation, partnership or other business association to perform Buyer's obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Buyer shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

11.18 Mediation. In the event any dispute arises concerning the enforcement and/or interpretation of this Agreement, including, but not limited to, any claim that either party has breached this Agreement, or any dispute concerning Hazardous Substances (as defined in the Release Agreement), the parties agree to attempt initially to settle such claims or disputes in good faith between themselves. Said obligation to discuss settlement of such claims or disputes shall be initiated by written notice of such claim or dispute. Should the parties not settle such claims or disputes within thirty (30) days of the date of mailing of said notice or within such additional time period to which the parties agree in writing (the "Negotiation Period"), the parties agree to submit any such claim or dispute to mediation. The parties shall select a mediator within thirty (30) days of the expiration of the Negotiation Period (the "Selection Period"), either by mutual agreement or, in the absence of agreement on a mediator, by requesting during the Selection Period that the American Arbitration Association in San Francisco, California appoint a mediator. The mediation shall be commenced within thirty (30) days of the selection of a mediator by the parties or the American Arbitration Association. Except as provided herein or by written agreement of the parties, the mediation shall be conducted in San Francisco pursuant to the rules of the American Arbitration Association. Should the dispute be settled in mediation prior to litigation, each party shall bear its own costs and attorney's fees. If the parties are not able to settle the dispute through mediation per this paragraph, each party shall have all remedies entitled to such party by law or at equity. The covenants of Buyer and Seller contained in this Section 11.18 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

SELLER:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: ^{KOC} Thomas B King

~~Walter R. Rhodes~~ ^{THOMAS B. KING}
Vice President, ~~Strategic Sourcing and Operations Support~~ ^{PRESIDENT AND CHIEF EXECUTIVE OFFICER}

Date: MAY 31, 2006

APPROVED AS TO FORM:

[Signature] 4/2/06
Attorney

BUYER:

[Signature]
DONALD JOHNSON, an unmarried man

Date: _____

NOTE: BUYER AND SELLER ARE TO SPECIFICALLY ACKNOWLEDGE THEIR AGREEMENT WITH SECTION 9.1 HEREOF BY PLACING THEIR SIGNATURES WHERE INDICATED BELOW SUCH SECTION.

P.G. & E. CO
COPY

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain real property situated, lying and being in the County of Solano, State of California, described as follows, to wit:

(APN 0113-074-030)

PARCEL ONE

The parcel of land conveyed by G. M. Stivers to Pacific Gas and Electric Company by deed dated June 10, 1927 and recorded in Book 292 of Deeds at page 358, Solano County Records, and therein designated PARCEL 1, and described as follows:

"PARCEL 1. Beginning at a point in the northerly boundary line of "E" Street distant thereon 173.0 feet westerly from the westerly boundary line of Fitch Street, and running thence westerly along said northerly boundary line of "E" Street, 40.0 feet; thence at a right angle northerly 510.0 feet; thence at a right angle easterly 40.0 feet; thence at a right angle southerly 510.0 feet, more or less, to the point of beginning."

EXCEPTING THEREFROM the parcel of land described and designated Parcel 1 in the deed from Pacific Gas and Electric Company to H. L. Houck and Katherine Houck, husband and wife, dated October 1, 1929 and recorded in Book 45 of Official Records at page 29, Solano County Records.

PARCEL TWO

The parcel of land conveyed by H. L. Houck and Katherine Houck, husband and wife, to Pacific Gas and Electric Company by deed dated August 29, 1929 and recorded in Book 45 of Official Records at page 34, Solano County Records, and therein described as follows:

"Beginning at a point in the northerly prolongation of the westerly boundary line of Fitch Street, distant thereon 95.0 feet northerly from the northerly boundary line of "F" Street, and running thence northerly along said northerly prolongation of the westerly boundary line of Fitch Street 55.0 feet; thence leaving said last mentioned line, south 46° 51' west 236.7 feet, to a point in the easterly boundary line of that certain tract of land described as Parcel 1 in that certain deed recorded in the office of the County Recorder of Solano County, State of California, in Liber 292 of Deeds at page 358, distant thereon 162.3 feet southerly from the northeast corner of said tract of land described as Parcel 1; thence along said easterly boundary line of said tract of land described as Parcel 1, due south 55.0 feet; thence leaving said last mentioned line, north 46° 51' east 236.7 feet, more or less, to the point of beginning."

EXCEPTING THEREFROM the portion thereof conveyed by Pacific Gas and Electric Company to Mike Doyle by deed dated July 15, 1992 and recorded in Book 92 of Official Records at page 78712, Solano County Records.

The foregoing legal description of the Property may be subject to errors and omissions. The legal description of the Property shall be confirmed by the title insurer prior to conveyance of the Property to buyer. Any prospective buyer should make its own independent investigation to verify the accuracy of the legal description.

EXHIBIT B

ESCROW OPENING INSTRUCTIONS

Date: _____

Placer Title Company
21 Towne Square, 2nd Floor
Vacaville, California 95688
Attention: Tiffany Alonzo

Re: Escrow No. 503-3465
PG&E's Dixon Davis Cordelia T/L West E-F Street Property, Solano County, California

Ladies and Gentlemen:

Donald Johnson, an unmarried man, as Buyer under that certain Standard Purchase and Sale Agreement ("Purchase Agreement") dated _____, 2006, by and between Donald Johnson, an unmarried man, as Buyer, and Pacific Gas and Electric Company, as Seller, delivers to you herewith (a) three (3) fully executed originals of these Escrow Opening Instructions, (b) a copy of the fully executed Purchase Agreement and (c) a wire transfer/its certified/cashier's check in the amount of Eight Hundred Thirty-Five Dollars (\$835.00) (the "Deposit") to open escrow for the purchase of the following property: PG&E's Dixon Davis Cordelia T/L West E-F Street Property, Solano County, California (the "Property"). Please note the following information regarding the proposed sale of the Property:

1. The Assessor's Parcel No. is 0113-074-030, and SBE No. is 135-48-1E-1.
2. The Seller is Pacific Gas and Electric Company, 245 Market Street, Mail Code N10A, San Francisco, California 94105, Attention: Isabel Harris.
3. The purchase price of the Property is Sixteen Thousand Seven Hundred Dollars (\$16,700.00).
4. All notices with regard to this escrow should be sent to the Seller at the address above.
5. The Buyer is an unmarried man.
6. Closing is scheduled to occur on October 3, 2006.
7. You are hereby instructed to place the Deposit in a federally insured, interest-bearing account to earn interest for the benefit of the party entitled to the Deposit under the Purchase Agreement.
8. You are hereby authorized, without further instruction by Buyer or Seller, except as expressly provided in Section 9 of the Purchase Agreement, to comply with the terms of said Section 9 in the event that the sale of the Property shall not be consummated by reason of a default by Buyer or Seller under the Purchase Agreement. A copy of the relevant provisions of Section 9 of the Purchase Agreement is set forth on Attachment "1" attached hereto.
9. These Instructions may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
10. We wish to bring to your attention that the Purchase Agreement contains the following provision regarding confidentiality, and you are hereby directed to take all necessary steps to maintain in

strict confidence the existence of the Purchase Agreement (except as may be required by law or to perform your duties as escrow agent):

11.12 Confidentiality. Neither party shall disclose the terms of this Agreement to any third party without the prior written consent of the other party. It is understood that the confidentiality of the terms hereof is critical to preserve the financial integrity of the Property.

Please acknowledge your receipt of the Deposit and opening of escrow by executing each copy of these instructions where indicated below, and returning one (1) original of the same to Seller and Buyer at the addresses set forth above.

Very truly yours,

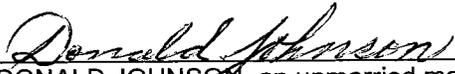
SELLER:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Its: _____

BUYER:


DONALD JOHNSON, an unmarried man

Date: _____

RECEIPT AND ACKNOWLEDGMENT

In accordance with the Purchase and Sale Agreement between Pacific Gas and Electric Company, as Seller, and Donald Johnson, an unmarried man, as Buyer, respecting PG&E's Dixon Davis Cordelia T/L West E-F Street Property Property, Solano County, California, escrow has been opened on _____, 2006, with a deposit in the amount of Eight Hundred Thirty-Five Dollars (\$835.00) by wire transfer/cashier's check/certified check (circle one).

TITLE COMPANY:

PLACER TITLE COMPANY

By: _____

Its: _____

ATTACHMENT "1"

9. DEFAULT.

9.1 Buyer's Default.

(a) IN THE EVENT THAT THE SALE OF THE PROPERTY TO BUYER UNDER THIS AGREEMENT SHALL NOT BE CONSUMMATED BECAUSE OF A DEFAULT BY BUYER, SELLER MAY UNILATERALLY TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING WRITTEN NOTICE TO BUYER AND THE TITLE COMPANY, AS ESCROW HOLDER. THEREUPON, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS UNDER THIS AGREEMENT, AND ESCROW HOLDER IS HEREBY IRREVOCABLY INSTRUCTED BY BUYER AND SELLER TO DISBURSE THE DEPOSIT, PLUS ANY ACCRUED INTEREST THEREON, TO SELLER AS LIQUIDATED DAMAGES. IN ADDITION, ESCROW HOLDER SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, AND ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER. SELLER'S RETENTION OF THE DEPOSIT IS NOT INTENDED AS A FORFEITURE OR A PENALTY, BUT IS INTENDED TO COMPENSATE SELLER FOR DAMAGES IT WILL SUSTAIN BY REASON OF SUCH DEFAULT BY BUYER, INCLUDING DAMAGES RESULTING FROM THE REMOVAL OF THE PROPERTY FROM THE MARKET, THE LOSS OF BUSINESS AND DEVELOPMENT OPPORTUNITIES AND THE LOSS OF PROSPECTIVE INVESTMENT IN OTHER PROPERTY. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF SELLER'S ACTUAL DAMAGES AS A RESULT OF BUYER'S DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, AND THE AMOUNT PROVIDED FOR HEREIN IS A REASONABLE ESTIMATE OF SUCH DAMAGES. BY THEIR SIGNATURES BELOW, SELLER AND BUYER SPECIFICALLY ACKNOWLEDGE THEIR ACCEPTANCE AND APPROVAL OF THE FOREGOING LIQUIDATED DAMAGES PROVISION.

EXHIBIT C

JOINT ESCROW CLOSING INSTRUCTIONS

Date: _____

Placer Title Company
21 Towne Square, 2nd Floor
Vacaville, California 95688
Attention: Tiffany Alonzo

Re: Escrow No. 503-3465
PG&E's Dixon Davis Cordelia T/L West E-F Street Property, Solano County, California

Ladies and Gentlemen:

These shall constitute the Joint Escrow Closing Instructions of Pacific Gas and Electric Company ("PG&E" or "Seller") and Donald Johnson, an unmarried man ("Buyer") under that certain Standard Purchase and Sale Agreement dated _____, 2006, ("Purchase Agreement") with regard to the following property: PG&E's Dixon Davis Cordelia T/L West E-F Street Property, Solano County, California (the "Property").

1. **Documents and Funds.**

You shall be in a position to close escrow upon fulfillment of all of the conditions set forth below:

1.1 When you have received from the Seller and the Buyer, as indicated below, the following funds and documents:

(a) From the Seller:

- (i) A Grant Deed duly executed and acknowledged by Seller conveying the Property to Buyer; and
- (ii) Both California and U.S. non-foreign person affidavits ("Affidavits") executed by Seller.

(b) From the Buyer:

- (i) The Deposit in the amount of Eight Hundred Thirty-Five Dollars (\$835.00);
- (ii) The balance of the Purchase Price in the amount of Fifteen Thousand Eight Hundred Sixty-Five Dollars (\$15,865.00);
- (iii) The Release and Indemnity Agreement in the form attached as Exhibit D to the Purchase Agreement ("Release Agreement"), duly executed and acknowledged by Buyer; and
- (iv) Any additional funds required to pay Buyer's share of closing costs and prorations.

1.2 The Title Company shall be prepared to issue to Buyer title insurance coverage in accordance with Section 4.4 of the Purchase Agreement.

1.3 You have received telephonic confirmation from Buyer's and Seller's counsel that all of the conditions to the close of escrow to be fulfilled outside of this escrow have been fulfilled to the satisfaction of Buyer and Seller.

1.4 Upon satisfaction of the foregoing conditions, you are to inform Buyer's and Seller's counsel by telephone that all such conditions have been satisfied.

2. **Special Note: Real Property Taxes.**

Real property owned by PG&E is assessed by the California State Board of Equalization and not by the County Assessor. Property is assessed as of January 1 in each year and the tax becomes a lien on the property as of January 1 for the subsequent July 1 - June 30 tax year. Property will not be removed from the state tax rolls to the county tax rolls until the tax year following the one in which title to the property is transferred. **Therefore, if this escrow closes between January 1 and June 30, you are instructed to collect from Buyer its pro rata share of taxes for the current tax year AND the entire amount of the tax for the tax year beginning on the July 1 immediately following the close of escrow. If escrow closes between July 1 and December 31, you are instructed to collect from the Buyer its pro rata share of the taxes for the current tax year only.** PG&E has undertaken directly with the Buyer to pay property taxes due and payable for the tax years for which PG&E has collected funds from the Buyer.

3. **Steps to Close Escrow.**

When you are in a position to close escrow, you shall proceed as follows:

3.1 Record the Grant Deed and instruct the Solano County Recorder to deliver the original Grant Deed to Buyer after recording;

3.2 Record the Release Agreement and instruct the Solano County Recorder to deliver the original Release Agreement to Seller after recording;

3.3 Charge the respective accounts of Buyer and Seller for recording fees, filing fees, real property conveyance or documentary transfer taxes, title insurance premiums, notary fees, escrow fees and other costs and prorations in accordance with Sections 3.4 and 3.5 of the Purchase Agreement;

3.4 Pay to or for the account of Seller the amount of the Purchase Price, plus the prorated real property taxes for the current tax year and, if applicable, all of the real property taxes for the following tax year, and less any closing costs and prorations agreed to by Seller and in the manner directed by Seller;

3.5 Deliver conformed copies of the Grant Deed and Release Agreement with the recording information thereon, to each of Buyer and Seller;

3.6 Deliver the Affidavits to Buyer;

3.7 Deliver final escrow settlement statements to Buyer and Seller; and

3.8 Comply with any additional supplemental instructions submitted by Buyer or Seller, which are not inconsistent with these instructions.

4. **Miscellaneous.**

4.1 These instructions may not be modified except in writing executed by the undersigned or the party to be charged. If this escrow is not in a position to close by 8:00 o'clock a.m. on October 3, 2006, then you are to hold all documents and funds until further instructed by the undersigned.

4.2 These instructions may be executed in counterparts, and when taken together, the counterparts shall constitute one set of escrow instructions.

4.3 If you have any questions regarding these instructions, please contact the undersigned.

If you agree to be bound by these instructions, please acknowledge the enclosed two copies of these instructions and return one copy each to Buyer and Seller.

Very truly yours,

SELLER:

Date: _____, _____

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Its: _____

Date: _____, _____

BUYER:


DONALD JOHNSON, an unmarried man

RECEIPT AND ACKNOWLEDGMENT:

PLACER TITLE COMPANY

By: _____

Its: _____

EXHIBIT D

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

ISABEL HARRIS
PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street
Mail Code N10A
San Francisco, CA 94105

RELEASE AND INDEMNITY AGREEMENT

THIS RELEASE AND INDEMNITY AGREEMENT ("**Agreement**"), dated as of _____, 2006, executed by DONALD JOHNSON, an unmarried man ("**Buyer**") in favor of PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Seller**"), is entered into with reference to that certain Standard Purchase and Sale Agreement dated _____, 2006, by and between Buyer and Seller (the "**Purchase Agreement**"), pursuant to which Buyer is acquiring from Seller that certain real property described on **Attachment A** hereto and made a part hereof, and other Property more particularly described in the Purchase Agreement. Unless otherwise stated herein, all capitalized words herein shall have the meaning ascribed to them in the Purchase Agreement.

In consideration of, and as a material inducement to, Seller's sale of the Property to Buyer and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer hereby agrees as follows:

1. **Definitions.** The following terms have the meanings ascribed to them below for purposes of this Agreement:

1.1 "**Electromagnetic Fields**" or "**EMFs**" means electric and magnetic fields, electromagnetic fields, electromagnetic radiation, power frequency fields and extremely low frequency fields, howsoever designated, whether emitted by electric transmission lines, other electrical distribution equipment or by any other means.

1.2 "**Environmental Requirements**" means all applicable present and future laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, judicial, administrative and regulatory decrees, directives and judgments of all governmental agencies, departments, commissions and boards, relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, including, without limitation, all requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of Hazardous Substances, whether solid, liquid or gaseous in nature, into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, whether solid, liquid or gaseous in nature.

1.3 "**Hazardous Substances**" means any hazardous or toxic material or waste that is or becomes regulated by any local governmental authority, the State of California or the United States Government under any Environmental Requirements. For purposes of this Agreement, Hazardous Substances include, without limitation, any material or substance:

(a) now or hereafter defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste" or "toxic substance" or

words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) ("CERCLA"); the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Clean Water Act (33 U.S.C. §§1251 et seq.); the Safe Drinking Water Act (33 U.S.C. § 300f et seq.); the River and Harbors Act of 1899 (33 U.S.C. §§ 401 et seq.); the National Emission Standard for Hazardous Air Pollutants for Asbestos (40 C.F.R. §§ 61.140 et seq.), the OSHA Construction Standard (29 C.F.R. §§ 1926.1001 et seq.); the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); the Oil Pollution Act (33 U.S.C. § 300f et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§136 et seq.); the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.); the Atomic Energy Act of 1954, (42 U.S.C. §§2014 et seq.); the Nuclear Waste Policy Act of 1982 (42 U.S.C. §§10101 et seq.); the Medical Waste Management Act (Cal. Health and Safety Code §§25015 et seq.); the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13020 et seq.); the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Cal. Health and Safety Code §§25300 et seq.); the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 et seq.); and all rules and regulations of the United States or California Environmental Protection Agency or any successor agency, or any other state or federal department, board or agency, or any other agency or governmental board or entity having jurisdiction, as any of the foregoing have been, or are hereafter amended from time to time; or

(b) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any State of the United States or any political subdivision thereof; or which cause, or are listed by the State of California as being known to the State of California to cause, cancer or reproductive toxicity; or

(c) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons or to the environment; or

(d) that contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(e) that contains lead-based paint or other lead contamination, polychlorinated biphenyls ("PCBs") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(f) that contains radon gas.

1.4 "**Remediation**" refers to the process of, and all work and planning performed in connection with, the investigation, testing for, monitoring, remediation, containment, transportation, removal and disposal or recycling of Hazardous Substances and containers of Hazardous Substances from the Property and any other property to which Hazardous Substances originating on the Property have migrated ("**Other Property**"), and the repair and restoration of the Property and Other Property, regardless of whether such actions are required by Environmental Requirements.

2. **Generally.** It is the intent of the parties that Buyer shall (as between Seller and Buyer) bear all responsibility, cost and risk of Hazardous Substances and EMFs existing on the Property or Other Property, whether prior to and/or after the close of escrow, and the parties have taken this into account in establishing the Purchase Price for the Property. To ensure that Buyer understands the risks inherent in Buyer's execution of this Agreement, Seller has strongly advised Buyer to investigate the condition and suitability of all aspects of the Property and all matters affecting the value or desirability of the Property, including, without limitation, potential environmental hazards arising from the presence of Hazardous Substances or EMFs on, under, about, adjacent to or affecting the Property. Buyer hereby acknowledges and confirms that it has been afforded the opportunity to, and has, as of the date hereof, performed all

environmental inspections, tests and studies, including, without limitation, invasive testing and/or groundwater sampling on, under, about or adjacent to the Property, which Buyer and its environmental consultants and engineers have deemed necessary to assess the condition of the Property and to assume the risk of the release and indemnity provided for in this Agreement.

3. Release.

3.1 Buyer, for itself, and for any future owners of all or a part of the Property, and each of their respective predecessors, successors, assigns, licensees, officers, directors, employees, agents, partners, shareholders, transferees, parent and subsidiary corporations, legal representatives, heirs, beneficiaries, executors and administrators (together with Buyer, the "**Releasing Parties**") hereby fully and forever releases, exonerates, discharges and covenants not to sue Seller and/or each and all of its past, present and future officers, directors, partners, employees, agents, representatives, shareholders, attorneys, affiliates, parent and subsidiary corporations, divisions, insurance carriers, heirs, legal representatives, beneficiaries, executors, administrators, predecessors, transferees, successors (including, without limitation, lenders who become successors-in-title) and assigns (hereinafter "**Released Parties**") of, from and for any and all losses (including diminution in the value of the Property and other consequential damages), costs, claims, demands, actions, suits, orders, causes of action, obligations, controversies, debts, expenses, accounts, damages, judgments and liabilities of whatever kind or nature, and by whomsoever asserted, in law, equity or otherwise (each a "**Claim**" and, collectively, "**Claims**") that the Releasing Parties or the Property may suffer or claim to suffer, based in whole or in part on the presence, or threatened or suspected presence, generation, processing, use, management, treatment, storage, disposal, Remediation, transportation, recycling, emission or release or threatened emission or release, whether in the past, present or future, of any Hazardous Substances or EMFs on, about, adjacent to or affecting the Property.

3.2 Buyer represents and warrants to Seller that it is the sole and lawful owner of all right, title and interest in and to every Claim that Buyer purports to release herein, and that it has not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm, association, corporation or other entity, any right, title or interest in any such Claim. In the event that such representation is false, and any such Claim is asserted against any of the Released Parties, by any party or entity who is the assignee or transferee of such Claim, then Buyer shall fully indemnify, defend and hold harmless the Released Party against whom such Claim is asserted from and against such Claim and from all actual costs, fees, expenses, liabilities and damages that that party incurs as a result of the assertion of such Claim.

4. Indemnity.

4.1 Buyer agrees and covenants, at its sole cost and expense, to indemnify, protect, defend by counsel approved by Seller, and hold the Released Parties harmless, from and against any and all Claims (including, without limitation, the payment of damages, both actual and consequential, the payment of the actual fees and expenses of experts, attorneys and others and the payment of "response costs" under CERCLA or any other Environmental Requirements) arising from or relating, in whole or in part, to (a) any violation of the Environmental Requirements including, without limitation, attorneys' fees and consultants' fees, investigation and laboratory fees, court costs and other litigation expenses with respect to the Property; (b) any lawsuit brought or threatened, settlement reached, or government order relating to any Hazardous Substances on, about, adjacent to or affecting the Property; (c) the use, generation, refining, manufacture, transportation, transfer, production, processing, storage, handling or treatment of any Hazardous Substances on, under, from, or affecting the Property or Other Property; (d) the presence, disposal, dumping, escape, seepage, leakage, spillage, discharge, emission, pumping, emptying, injecting, leaching, pouring, release or threatened release of any Hazardous Substances on, under, from or affecting the Property or any Other Property; (e) any Remediation of any Hazardous Substances on, under, about or affecting the Property or any Other Property to the extent required by any Environmental Requirements; or (f) any personal injury (including wrongful death) or property damage

(real or personal) resulting from any Hazardous Substances on, under, from or affecting the Property or any Other Property.

4.2 The purpose of the foregoing indemnity is to protect Seller and the other Released Parties from expenses and obligations related to Hazardous Substances on the Property and the other Property to the fullest extent permitted by law. The Buyer's obligation to defend includes, but is not limited to, the obligation to defend claims and participate in administrative proceedings, even if they are false or fraudulent. Buyer understands and agrees that its liability to Seller shall arise upon the earlier to occur of (a) the discovery of, or the threat or suspected presence of, any Hazardous Substances on, under, about or adjacent to or affecting the Property, whether or not the United States Environmental Protection Agency, any other federal agency or any state or local environmental or other agency or political subdivision or any court, administrative panel or tribunal has taken or threatened any action in connection with the presence, or threatened or suspected presence, of any Hazardous Substances or (b) the institution of any Claims, and not upon the realization of loss or damage.

5. **Statutory Waiver.** Buyer acknowledges that it may hereinafter discover facts different from or in addition to those that it now knows or believes to be true with respect to the matters which are the subject of this Agreement, and agrees that this Agreement shall remain in effect in all respects, notwithstanding the discovery of such different or additional facts. In addition, Buyer understands and agrees that its agreements and covenants contained in this Agreement extend to all claims of any nature and kind, known or unknown, suspected or unsuspected, based in whole or in part on facts existing in the past or as of the date hereof, and in that regard, Buyer acknowledges that it has read, considered and understands the provisions of Section 1542 of the California Civil Code which reads as follows:

Section 1542. General Release

A general release does not extend to claims which a creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Based upon the advice of its counsel, Buyer knowingly and voluntarily waives and relinquishes any and all rights that it may have under Section 1542 as well as under the provisions of all comparable, equivalent, or similar statutes and principles of common law or other decisional law of any and all states of the United States or of the United States. Buyer understands and acknowledges the significance and consequences of this waiver and hereby assumes the risk of any injuries, losses or damages that may arise from such waiver.

Buyer: 
DONALD JOHNSON, an unmarried man

6. **Notice by Buyer.** Buyer shall promptly notify Seller of any notice of potential liability for costs of Remediation, and following such notification (or the determination by Seller of its potential liability for such costs) provide such information and reports with respect to such potential liability and the status of Hazardous Substances or EMFs on the Property or Other Property as Seller shall reasonably request.

7. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller as follows:

7.1 Buyer has in all respects voluntarily and knowingly executed this Agreement.

7.2 Buyer has had an opportunity to seek and has sought independent legal advice from attorneys of his or its choice with respect to the advisability of executing this Agreement.

7.3 Buyer has made such investigation of the facts pertaining to this Agreement as it deems necessary.

7.4 The terms of this Agreement are contractual and are the result of negotiation between Buyer and Seller.

7.5 This Agreement has been carefully read by Buyer and the contents hereof are known and understood by Buyer.

8. **Mediation.** In the event any dispute arises concerning the enforcement and/or interpretation of this Agreement, including, but not limited to, any claim that either party has breached this Agreement, or any dispute concerning Hazardous Substances, the parties agree to attempt initially to settle such claims or disputes in good faith between themselves. Said obligation to discuss settlement of such claims or disputes shall be initiated by written notice of such claim or dispute. Should the parties not settle such claims or disputes within thirty (30) days of the date of mailing of said notice or within such additional time period to which the parties agree in writing (the "Negotiation Period"), the parties agree to submit any such claim or dispute to mediation. The parties shall select a mediator within thirty (30) days of the expiration of the Negotiation Period (the "Selection Period"), either by mutual agreement or, in the absence of agreement on a mediator, by requesting during the Selection Period that the American Arbitration Association in San Francisco, California appoint a mediator. The mediation shall be commenced within thirty (30) days of the selection of a mediator by the parties or the American Arbitration Association. Except as provided herein or by written agreement of the parties, the mediation shall be conducted in San Francisco pursuant to the rules of the American Arbitration Association. Should the dispute be settled in mediation prior to litigation, each party shall bear its own costs and attorney's fees. If the parties are not able to settle the dispute through mediation per this paragraph, each party shall have all remedies entitled to such party by law or at equity.

9. **Miscellaneous.**

9.1 Buyer acknowledges (a) this Agreement is the result of extensive good faith negotiations between Buyer and Seller through their respective counsel, (b) Buyer's counsel has carefully reviewed and examined this Agreement before execution by Buyer, and (c) any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

9.2 In the event that any party shall bring an action to enforce its rights under this Agreement, or relating to the interpretation hereof, whether for declaratory or other relief, the prevailing party in any such proceeding shall be entitled to recover from the other party reasonable attorneys' fees and all costs, expenses and disbursements that the prevailing party incurred in connection with such proceeding and any appeal thereof (including, but not limited to, the reasonable costs of discovery, investigation, preparation for trial, professional or expert consultation and testimony). A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. For purposes hereof, the reasonable fees of Seller's in-house attorneys who perform services in connection with any such action are recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by Seller's Law Department. Any such fees and costs incurred prior to judgment, award, or decree may be included in any judgment, award or decree entered in such proceeding in favor of the prevailing party. Any such fees, costs and expenses incurred by the prevailing party in enforcing a judgment, award or decree in its favor shall be recoverable separately from and in addition to any other amount included in such judgment, award or decree. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

9.3 This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of Buyer and Seller. No transfer of an interest in the Property or this Agreement by Buyer or its assignees shall operate to relieve Buyer of its obligations hereunder.

9.4 The failure of Seller to insist upon strict compliance with any of the terms hereof shall not be considered to be a waiver of any of such terms, nor shall it militate against the right of Seller to insist upon strict compliance herewith at any later time.

9.5 This Agreement shall not constitute or be construed as an admission of liability or fact by Seller for any purpose whatsoever.

9.6 Buyer shall execute, acknowledge and deliver to Seller all documents, and shall take all actions reasonably required by Seller from time to time to confirm or effect the matters set forth herein, or otherwise to carry out the purposes of this Agreement.

9.7 The representations, warranties, covenants, and agreements of Buyer contained in this Agreement shall survive the close of escrow and the delivery of all the documents referenced in the Purchase Agreement.

9.8 Time is of the essence of this Agreement.

9.9 This Agreement shall be governed by the laws of the State of California. Seller and Buyer agree that the venue of any action, proceeding or counterclaim on any matter whatsoever arising out of or in any way connected with this Agreement shall be in the County of San Francisco, California.

9.10 Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, and the validity of the remainder shall remain unaffected.

9.11 This Agreement sets forth the entire understanding of Buyer and Seller in connection with the subject matter hereof, and Buyer acknowledges that Seller has made no statement, representation or warranty relating to the Property or any Other Property upon which Buyer has relied or that acted as an inducement for Buyer to enter into this Agreement. Buyer's obligations under this Agreement may not be altered or amended in any respect except by a writing executed by both Buyer and Seller.

IN WITNESS WHEREOF, Buyer has caused this Agreement to be duly executed as of the date first written above.

Buyer: 
DONALD JOHNSON, an unmarried
man

ATTACHMENT A
LEGAL DESCRIPTION

All that certain real property situated, lying and being in the County of Solano, State of California, described as follows, to wit:

(APN 0113-074-030)

PARCEL ONE

The parcel of land conveyed by G. M. Stivers to Pacific Gas and Electric Company by deed dated June 10, 1927 and recorded in Book 292 of Deeds at page 358, Solano County Records, and therein designated PARCEL 1, and described as follows:

"PARCEL 1. Beginning at a point in the northerly boundary line of "E" Street distant thereon 173.0 feet westerly from the westerly boundary line of Fitch Street, and running thence westerly along said northerly boundary line of "E" Street, 40.0 feet; thence at a right angle northerly 510.0 feet; thence at a right angle easterly 40.0 feet; thence at a right angle southerly 510.0 feet, more or less, to the point of beginning."

EXCEPTING THEREFROM the parcel of land described and designated Parcel 1 in the deed from Pacific Gas and Electric Company to H. L. Houck and Katherine Houck, husband and wife, dated October 1, 1929 and recorded in Book 45 of Official Records at page 29, Solano County Records.

PARCEL TWO

The parcel of land conveyed by H. L. Houck and Katherine Houck, husband and wife, to Pacific Gas and Electric Company by deed dated August 29, 1929 and recorded in Book 45 of Official Records at page 34, Solano County Records, and therein described as follows:

"Beginning at a point in the northerly prolongation of the westerly boundary line of Fitch Street, distant thereon 95.0 feet northerly from the northerly boundary line of "F" Street, and running thence northerly along said northerly prolongation of the westerly boundary line of Fitch Street 55.0 feet; thence leaving said last mentioned line, south 46° 51' west 236.7 feet, to a point in the easterly boundary line of that certain tract of land described as Parcel 1 in that certain deed recorded in the office of the County Recorder of Solano County, State of California, in Liber 292 of Deeds at page 358, distant thereon 162.3 feet southerly from the northeast corner of said tract of land described as Parcel 1; thence along said easterly boundary line of said tract of land described as Parcel 1, due south 55.0 feet; thence leaving said last mentioned line, north 46° 51' east 236.7 feet, more or less, to the point of beginning."

EXCEPTING THEREFROM the portion thereof conveyed by Pacific Gas and Electric Company to Mike Doyle by deed dated July 15, 1992 and recorded in Book 92 of Official Records at page 78712, Solano County Records.

The foregoing legal description of the Property may be subject to errors and omissions. The legal description of the Property shall be confirmed by the title insurer prior to conveyance of the Property to buyer. Any prospective buyer should make its own independent investigation to verify the accuracy of the legal description.

EXHIBIT E
INTENTIONALLY OMITTED

EXHIBIT F
INTENTIONALLY OMITTED

EXHIBIT G
NATURAL HAZARD DISCLOSURE STATEMENT
[SEE ATTACHED]



Commercial Natural Hazard Disclosure Report

Property Address: 380 W E St,
Dixon, Solano County, CA 95620

APN: 0113 074 03 0
Date: 10/13/2005
Report Number:

2005101300073

SELLER(S) ACKNOWLEDGEMENT AND DISCLOSURES

This section is provided for the Seller's convenience in providing certain disclosures that may be applicable to the property and this transaction. This section is to be completed by the seller or their agent and provided to the purchaser. The following disclosures are provided by:

<input type="checkbox"/> Seller or	<input type="checkbox"/> Seller(s) Agent	_____	Date	_____
<input type="checkbox"/> Seller or	<input type="checkbox"/> Seller(s) Agent	_____	Date	_____

Seller Disclosure – Earthquake Safety

This structure was built prior to 1975 and has walls of (i) pre-cast (e.g. tilt-up) concrete or reinforced masonry together with wood frame floors or roofs or is constructed of (ii) un-reinforced masonry

Yes ____ No ____ Do not know ____

If (1) the improvements on the property were constructed prior to 1975, and (2) said improvements include structures with (i) pre-cast (e.g. tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs or (ii) un-reinforced masonry walls, Buyer must be provided with a copy of the *Commercial Property Owner's Guide to Earthquake Safety (copy included with this report)* published by the California Seismic Safety Commission (California Government Code §8893 et seq.). This booklet explains that owners of un-reinforced masonry buildings in Seismic Zone 4 (most of California) who have received notice that their buildings have load-bearing un-reinforce masonry walls must post their buildings with signs warning that they may be unsafe in an earthquake (California government Code §8875.8). This information is provided by the Seller or Broker. JCP has not validated this information in any way and takes no responsibility for its accuracy.

Seller Disclosure – Water Heater Bracing Installation

Yes ____ No ____ Do not know ____ No Free Standing Water Heater ____

If the property contains one or more water heaters, Seller is required by California Health and Safety Code §19211 to certify to the Buyer that all such water heaters have been braced, strapped and/or anchored in accordance with law. This water heater bracing installation information is provided by the Seller or Broker. JCP has not validated this information in any way and takes no responsibility for its accuracy.

Seller Disclosure – Title Insurance is provided by the Purchase Agreement.

Yes ____ No ____ Do not know ____

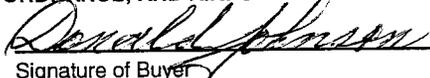
This Title Insurance information is provided by the Seller or Broker. JCP has not validated this information in any way and takes no responsibility for its accuracy. In the event that the Purchase Agreement does not at present provide that title insurance will be obtained, Buyer is strongly urged to consider purchasing such insurance, and, in accordance with California civil Code §1057.6, is advised as follows:

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

END SELLER'S DISCLOSURES. BEGIN REPORT RECEIPT AND ADDITIONAL THIRD PARTY DISCLOSURES

BUYER(S) ACKNOWLEDGEMENT

(WE) HAVE READ AND UNDERSTOOD THE ABOVE SELLER'S DISCLOSURES AS WELL AS THE NATURAL HAZARD, MILITARY ORDNANCE, AND AIRPORT INFLUENCE AREA DISCLOSURES, AND MOLD ADVISORY CONTAINED IN THIS REPORT.

	_____	Date	_____
Signature of Buyer	_____	Date	_____



Commercial Natural Hazard Disclosure Report

Property Disclosure Reports

Property Address: 380 W E St,
Dixon, Solano County, CA 95620

APN: 0113 074 03 0

Date: 10/13/2005

Report Number:

2005101300073

NATURAL HAZARD DISCLOSURES

THE SUBJECT REAL PROPERTY LIES WITHIN THE FOLLOWING AREA(S):

1. A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency.
Yes _____ No X Do not know and information not available from local jurisdiction _____

JCP determination based on the officially adopted maps:

NOT in a Special Flood Hazard Area. Located in Zone "C." Lenders are not federally required to have homeowners purchase and maintain flood insurance for property in this zone designation.

2. AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.
Yes X No _____ Do not know and information not available from local jurisdiction _____

JCP determination based on the officially adopted maps:

In an Area of Potential Flooding Caused By Dam Failure according to the maps adopted by The State of California Office of Emergency Services. Refer to the explanation section below for more information on this zone.

3. A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.
Yes _____ No X

JCP determination based on the officially adopted maps:

NOT in an area of Very High Fire Hazard Severity Zone as defined on the State level maps (Gov. Code 51178). A local agency may exclude or include additional fire zones at their option. Concerned parties should contact their local fire services for more information.

4. A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISK AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the State's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.
Yes _____ No X

JCP determination based on the officially adopted maps:

NOT in an official State Responsibility Area. Fire protection services for structures in this area are provided by local fire departments.



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5. AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.
Yes _____ No X

JCP determination based on the officially adopted maps:
NOT in an official Earthquake Fault Zone. There are no mapped active fault traces on the property. See the Alquist-Priolo Earthquake Fault explanation section for additional information.

6. A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.
Yes (Landslide Zone) ___ Yes (Liquefaction Zone) ___
No ___ Map not yet released by state X

JCP determination based on the officially adopted maps:
In an area not included on the current inventory of Official Seismic Hazard Maps. Maps may become available for this area in the future. For more information on this Act or when maps may become available, contact the California Geological Survey or visit their website at <http://www.consrv.ca.gov/dmg/shezp/>.

7. County Level Geologic and Seismic Zone Information

Based on the officially adopted natural hazard maps in the County's General Plan, the site is:

Located in an area of Prime Agricultural Soils with High Water Tables-Subject to Liquefaction as shown on the adopted General Plan maps used in this report. This zone designation is considered a geologic hazard area. Also located in Slope Instability Zone 1-2. See the County Geologic Zones Explanation included with this report for more information.

8. City Level Geologic Hazard Zone Determination

Based on the officially adopted natural hazard maps in the City's General Plan, the site is:

Located in either an unincorporated area or does not have officially adopted mapped information available at this time from which a geologic determination can be made.



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Other Risk Exposures

The descriptions, explanations and natural hazard disclosures provided in this report are not intended to be full and complete disclosures of all possible hazards and their effects to the Buyer and/or the property. Identified natural hazards and any others that may exist but are not addressed in this report may limit the ability to develop the real property, to obtain insurance, or to receive assistance after a disaster. In the event this document indicates the property is affected by one or more natural hazards, buyer(s) and seller(s) are advised to:

1. Review the applicable laws in their entirety.
2. Seek advice of counsel as to any legal consequences of the disclosed items.
3. Retain appropriate consultants to review and investigate the impact of said disclosures. On-site inspections and/or due diligence assessments by appropriately licensed engineers and experts are recommended prior to completing a real estate, loan, or insurance transaction.

EXPLANATIONS OF HAZARD ZONES

SPECIAL FLOOD HAZARD AREA

Property in a Special Flood Hazard Area "A" or "V" is subject to flooding in a "100-year rainstorm." Federally connected lenders are required to have homeowners maintain flood insurance in these zones. A 100-year flood occurs on average once every 100 years, but may not occur in 1,000 years or may occur in successive years. Other types of flooding, such as dam failure, are not considered in developing these zones. In some cases, the insurance requirement may be waived or modified by obtaining a "Letter of Map Revision" (LOMR) or "Letter of Map Amendment" (LOMA) from the Federal Emergency Management Agency (FEMA). This might be possible where flooding is shallow and fill was placed on the site, appropriate flood control measures were taken, or only the lot and no part of the structure is in the zone. Contact FEMA directly for more information. Flood insurance for properties in Zones B, C, X or D is available but is not required.

Zones A, AO, AE, AH, A1-A30: Area of "100-year" flooding - a 1% or greater chance of annual flooding.

Zones V, V1-V30: Area of "100-year" flooding in coastal (shore front) areas subject to wave action.

Zone B: Area of moderate flood risk. These are areas between the "100" and "500" year flood-risk levels.

Zones X: An area of moderate to minimal flood risk

Zones C, D: NOT IN an area of "100-year" flooding. Area of minimal (Zone C) or undetermined (Zone D) flood hazard.

AREA OF POTENTIAL FLOODING (DAM FAILURE)

These areas are subject to potential flooding in the event of a sudden and total failure of a dam and injury could occur as a result. Most areas are defined assuming an instantaneous dam failure with a full reservoir. However, dams rarely fail instantaneously and reservoirs are not always filled to capacity. Not all dams in the state have inundation zones mapped. There may be exceptional conditions where such a map was not required by the OES; therefore, the zones are not delineated.

VERY HIGH FIRE HAZARD SEVERITY ZONE (VHFHSZ)

VHFHSZs are defined by the California Department of Forestry and Fire Protection (CDF) and local fire authorities in "Local Responsibility Areas" where fire suppression is the responsibility of a local fire department. In these zones properties may have a higher risk for fire damage and are required to have a "Class A" roof for new construction or replacement of existing roofs. In addition, the property must be maintained in a fire-resistant condition through adequate vegetation clearance around and above the structure, spark screens on chimneys and stovepipes, leaf removal from roofs, and other basic fire-safety practices. Contact your fire department for a complete list of requirements and exceptions.



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WILDLAND FIRE AREA (STATE RESPONSIBILITY AREA)

A wildland area where the CDF's fire protection services are responsible for suppressing fires is called a "State Responsibility Area" (SRA). These are generally rural areas where a significant wildland fire potential exists. Unless the county has assumed the fire suppression responsibility or has an agreement with a local fire agency, property owners in an SRA are responsible for organizing structural fire protection services. Such information is not available on maps; therefore, it can't be provided here. For very isolated properties with no local fire services there may be significant fire risk or only seasonal fire services. Property owners in an SRA are required to maintain adequate vegetation clearance around and above the structure, spark screens on chimneys and stovepipes, and other basic fire-safety practices. Contact your fire department for a complete list of requirements and exceptions.

EARTHQUAKE FAULT ZONE

Earthquake Fault Zones are delineated and adopted by California as part of the Alquist-Priolo Earthquake Fault Zone Act of 1972. Property in an Earthquake Fault Zone does not necessarily have a fault trace existing on the site. Earthquake Fault Zones are areas or bands delineated on both sides of known active earthquake faults. In some places, the zones are more than one-quarter of a mile wide. The potential for "fault rupture" damage (ground cracking along the fault trace) is relatively high only if a structure is located directly on a fault trace. If a structure is not on a fault trace, shaking will be the primary effect of an earthquake. During a major earthquake, shaking will be strong in the vicinity of the fault and may be strong at some distance from the fault depending on soil and bedrock conditions. It is generally accepted that properly constructed wood-frame houses are resistant to shaking damage.

SEISMIC HAZARD MAPPING ACT ZONE

Seismic Hazard Zone maps delineate areas subject to earthquake hazards. New development in a Seismic Hazard Zone is only permitted if it can be shown that mitigation makes the site acceptably safe. Maps are only available for limited areas now, but will eventually cover all of California. The hazards addressed are or will be: liquefaction, enhanced ground shaking, earthquake induced landslides, and various other ground failures. The first release of maps only addresses liquefaction and/or landslide zones.

Liquefaction Hazard Zones are areas where there is a potential for, or an historic occurrence of liquefaction. Liquefaction is a rare soil phenomenon that can occur when loose, water saturated, fine-grained sands, and silty sands that lie within 50 feet of the ground surface, are shaken in a significant earthquake. The soil temporarily becomes liquid-like and structures may settle unevenly.

Earthquake-Induced Landslide Hazard Zones are areas where there has been a recent landslide, or where the local slope, geological, geotechnical, and ground moisture conditions indicate a potential for landslides as a result of earthquake shaking.



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SOLANO COUNTY GEOLOGIC ZONES DISCUSSION

The County of Solano, separately from the State and Federal governments, has officially produced a map to delineate potential slope instability hazards that are recognized at the local level. Those hazard maps are incorporated into the Seismic Safety section of the General Plan, adopted by the County Board of Supervisors in 1977. The local-level disclosure in this JCP report was based on the following official County map(s): "Seismic and Geological Hazards Map", "Flood Hazard Map", and "Slope Stability Categories Map" prepared by Sedway/Cooke (incorporated by reference into the General Plan).

The hazard zones delineated on the above map source, in addition to the statutorily-required State and Federal hazard maps, are typically considered by the County when approving land use and development permit applications under County jurisdiction. Additional maps exist in the General Plan and other maps, including updated versions of the above-referenced map(s), may exist in the files of specific County departments. Those additional map sources were not consulted for this JCP disclosure because parcel-level details cannot be resolved at the scale and quality of the available official map, or the map is inappropriate for application to this report, or the map has not yet been officially adopted and incorporated into the County's Safety Element. As mapping technology advances, JCP later may determine that some additional map sources become usable for parcel-level disclosure. The County map defines five zones representing the average slope stability conditions for an area. The mapped County hazard zones represent evaluations of generalized hazard information. Any specific site within a mapped "Slope Instability Zone" could be at less or more relative risk than is indicated by the zone designation. If a site-specific evaluation is desired, JCP recommends that a geotechnical consultant be retained to study the site and issue a report.

The official County-level information addresses the potential geologic and seismic hazards itemized below:

FAULT

Active Fault Zones represent areas that contain faults which have been active either during historic or Holocene (the last 11,000 years) times. These zones may or may not coincide with state of California Earthquake Fault Zones. If a property is located in this zone, it does not necessarily mean that an active fault trace is on or near the property. It does mean that the risk of fault rupture is greater in this zone than in other zones defined by the County. For further discussion of active faults, see the section on Earthquake Fault Zones above.

Potentially Active Fault Zones represent areas that may contain "potentially active" faults. These faults have been active sometime within the last 1.6 million years, but have had no recent historical activity. Some faults are included in this category, as well, when it cannot be determined accurately whether the fault is active or potentially active; the Franklin, Southhampton, northern extension of the Green Valley, Vaca Valley, Midland, Lagoon Valley, and Kirby Hills Faults fall into this category.

LIQUEFACTION POTENTIAL

Liquefaction is a liquid-like condition of the soil that sometimes occurs during strong earthquake shaking where groundwater is close to the surface and the subsurface materials are loose and lack cohesion. These factors can combine to produce liquefaction only in certain areas, and only during strong earthquake shaking.

SLOPE INSTABILITY ZONE

Slope Instability Zones 1-2: Represents areas of 0-15% slope gradient that are not underlain by known landslide deposits. Although generally stable, locally steep slopes (such as along water courses) may be susceptible to slope failure.

Slope Instability Zone 3: Zone 3 represents areas of greater than 15% slope that are not underlain by landslide deposits; however, this zone may include small unmapped landslides or small areas of unstable bedrock.

Slope Instability Zone 4: Zone 4 represents areas of greater than 15% slope that are underlain by bedrock units that are highly susceptible to landsliding, but which are not underlain by landslide deposits.

Slope Instability Zone 5: Zone 5 represents areas of 0-90% slope that are underlain by, or are immediately adjacent to, landslide deposits

TSUNAMI

Tsunamis (often called "tidal waves") are large ocean waves generated by large undersea earthquakes. A tsunami exists as a threat primarily to low-elevation coastal areas, but such damaging waves are uncommon.

DAM INUNDATION

Dam Failure Inundation Areas were defined using the assumption of an instantaneous dam failure with the reservoir full to capacity. However, dams rarely fail instantaneously, and reservoirs are not filled to capacity at all times. Dam inundation areas are subject to flooding in the event of a dam failure.



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CITY-LEVEL GEOLOGIC AND SEISMIC ZONES DISCUSSION

This disclosure report reviews the officially adopted geologic hazard maps in the Safety Element that each incorporated city in California is required to include in its General Plan. The city the subject property is located in has either not officially adopted hazard zonation maps in its General Plan at an appropriate scale to delineate where hazards may exist on a single parcel basis or will not make such maps available outside city offices. However, potential natural hazards may exist and be delineated on other sources used by the city in its Planning, Engineering, or Building Departments. Such potential sources are not reviewed in this report.

All parties should be aware that California is "earthquake country." Faults that may exist in this City or in neighboring regions could cause earthquake shaking or other fault related phenomena at the property. Other geologic hazards such as, but not limited to liquefaction (a type of soil settling that can occur when loose, water-saturated sediments are shaken significantly in an earthquake) may occur in certain valley floor areas and landslides are a possibility in any hillside area.

NOTE: County and city-level information sources are developed independently of each other and do not necessarily define or delineate hazards in the same way. A site can be *in* a geologic hazard zone according to the city and *not in* zone according to the county and vice versa. Cities and counties may use other information in addition to their General Plan sources to determine if hazards exist at a site or which sites may require geologic studies prior to new or additional construction. Such information could be a material fact to be disclosed in addition to General Plan information.

Additional natural hazards may exist and be delineated on other sources used by the City in its Planning, Engineering, or Building Departments. Such potential sources are not reviewed in this report. To investigate other sources of natural hazard information that may be available and used at the city level, contact the city Engineering, Planning or Building Departments.

• • • **END OF LOCAL AREA DISCLOSURES AND DISCUSSIONS SECTION** • • •



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FORMER MILITARY ORDNANCE SITE DISCLOSURE

Determination

The subject property is **NOT WITHIN** one mile of a Formerly Used Defense (FUD) site containing military ordnance.

RAC Scoring: A risk assessment procedure was developed by U.S. Army Corps of Engineers (USACE) to prioritize the remedial actions at FUD sites. Each FUD site is given a Risk Assessment Code (RAC) score to describe the site status. The risk assessment is based on the best available information resulting from records searches, reports of Explosive Ordnance Disposal (EOD) detachment actions, field observations, interviews, and measurements. The RAC is dependent on two factors: hazard severity and probability.

Discussion

FUD sites can include sites with common industrial waste (such as fuels), ordnance or other warfare materiel, unsafe structures to be demolished, or debris for removal. NOTE: most FUDS sites do not contain unexploded ordnance. California Civil Code 1102 requires disclosure of those sites containing unexploded ordnance. "Military ordnance" is any kind of munitions, explosive device/material or chemical agent used in military weapons. Unexploded ordnance are munitions that did not detonate. Only those FUD sites that the USACE has identified to contain Military Ordnance or have mitigation projects planned for them are disclosed in this report. Additional sites may be added as military installations are released under the Base Realignment and Closure (BRAC) Act. Active military sites are NOT included on the FUDS list.

AIRPORT INFLUENCE AREA DISCLOSURE

Based on certain mapped Airport Influence Areas determined by a County Airport Land Use Commission, the following determination can be made:

The property IS NOT IN an Airport Influence Area .

Discussion

An "airport influence area," also known as an "airport referral area," is the area in which current or future airport-related noise, over flight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses as determined by an airport land use commission.

JCP uses the current Airport Influence Area maps provided to us by County Airport Land Use Commissions. The inclusion of military and private airports varies by County and therefore, depending on the County, military and private airports may or may not be included in this disclosure.



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MOLD ADVISORY

The Buyer is hereby advised that naturally occurring molds may exist both inside and outside of any home and may not be visible to casual inspection. Persons exposed to extensive mold levels can become sensitized and develop allergies to the mold or other health problems. Extensive mold growth can damage a structure and its contents. All prospective purchasers of residential and commercial property are advised to thoroughly inspect the subject property for mold. Be sure to inspect the property inside and out for sources of excess moisture, current water leaks and evidence of past water damage.

For molds to grow and reproduce, they need only a food source - any organic material, such as leaves, wood, paper, or dirt and moisture. Because molds grow by digesting the organic material, they gradually destroy whatever they grow on. Mold growth on surfaces can often be seen in the form of discoloration, frequently green, gray, brown, or black but also white and other colors.

As part of a buyer's physical inspection of the condition of a property, the buyer may consider engaging an appropriate and qualified professional to inspect and test for the presence of harmful molds and to advise the buyer of any potential risk and options available. This advisory is not a disclosure of whether harmful mold conditions exist at a property or not. JCP Geologists has not performed testing or inspections of any kind. Any use of this form is acknowledgement and acceptance that JCP does not disclose, warrant or indemnify mold conditions at a property in any way and is not responsible in any way for mold conditions that may exist. Information is available from the California Department of Health Services Indoor Air Quality Section fact sheet entitled, "Mold in My Home: What Do I Do?" The fact sheet is available at www.cal-iaq.org or by calling (510)540-2476.

The Toxic Mold Protection Act of 2001 requires that information be developed regarding the potential issues surrounding naturally occurring molds within a home. Information was written by environmental authorities for inclusion in the *Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants* booklet developed by the California Environmental Protection Agency and the Department of Health Services. It is found in Chapter VI of that booklet, and includes references to sources for additional information.

For local assistance, contact your County or City Department of Health, Housing, or Environmental Health.

CONFIRMATION OF COVERAGE AND INDEMNIFICATION

JCP Geologists has prepared a Natural Hazard Disclosure Report for the subject property identified above. This Confirmation of Coverage Statement applies only to the current transaction for which this JCP report was prepared, as of the date this report was prepared.

This statement is confirmation that JCP Geologists is included as an insured under a \$20 million Professional Liability policy for errors & omissions arising from the services JCP performs. Coverage, which is subject to specific terms and conditions in the policy, is provided for damages JCP is obliged to pay as a result of its negligent acts, errors or omissions arising out of its Natural Hazard Disclosure Professional Services provided for the above referenced residential property as of the date this report was prepared.

JCP's Professional Liability insurance policies contain an agreement which, subject to the specific terms and conditions contained in the policy, indemnifies and provides defense of the Clients of JCP against claims caused by the negligent acts, errors or omissions of JCP that fall within the scope of a contractual indemnification obligation of JCP to its Clients. For this purpose, Clients of JCP are the contractual parties to this transaction and their respective real estate agents for which JCP has provided professional services.

Date: 10/13/2005

By: JCP Geologists

Scott Roecklein, Sr. Vice President
First American Natural Hazard Disclosures





Commercial Natural Hazard Disclosure Report

Property Disclosure Reports

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Terms & Conditions

JCP Geologists (JCP) provides this Commercial Natural Hazard Disclosure Report as a disclosure of certain mandated natural hazard information and transmission of certain Seller provided disclosures. It provides the investor with an early cost-effective guide to aid in due diligence commitments or decision making prior to entering into purchase negotiations for a prospective property asset. Use of this report is acknowledgement of and agreement to abide by all Terms and Conditions set forth in this report.

The report is specifically prepared for the land parcel(s) identified by Assessor Parcel Number(s) (APN's) or developer's Tract and Lot numbers supplied to JCP by the client (or reasonably inferred from current owner information if that was supplied instead). In the event that the parcel identification provided us is incomplete, the subject property is assumed to comprise a single land parcel and is identified for the purposes of this report by the corresponding single APN. All parties understand that the information provided in the disclosures does not apply to any other assessors parcel number other than those identified in this report.

For the Natural Hazard Disclosures, JCP examines only the following maps: (a) NFIP Flood Insurance Rate Maps, (b) California Office of Emergency Services Dam Failure Inundation maps, (c) AB 6. Real Estate: disclosure (CDF) maps, (d) Alquist-Priolo Earthquake Fault Zone maps, (e) California Seismic Hazards Mapping Act maps (where available) (f) certain LOMR's or LOMA's (not all that exist may be available to JCP), (g) certain natural hazard Safety Element maps adopted by the county as part of its General Plan's Safety Element, (h) geologic and seismic hazard maps adopted by the city as a part of its General Plan's Safety Element only for location of the above property as identified by the seller or seller's agent. JCP relies on these official sources for the information in this report and does not produce, maintain or verify the information. Other hazard or disclosure information that may exist in a jurisdictional Safety Element, General Plan or any other source is not provided in this report. The following procedures and limitations apply to all of the disclosures on all pages of this report. Our services include, where appropriate, use of the assessors rolls, cadastral-type maps, photographic enlargements of maps and various cartographic techniques to locate the site on the appropriate map. The determination is made as accurately as reasonably possible using these said maps. For purposes of defining property lines, the assessor's parcel number and parcel maps are used. Any errors in the assessor's rolls may affect the determination procedures and JCP will not be liable for such errors

Decisions by jurisdictions relative to required studies, reports, etc. may be made using the information disclosed in this report, as well as other information in their files and/or local ordinances and procedures. Additional information which may be material to this transaction may exist in other sources not used in this report; however, research of such possible sources of the information in such sources is beyond the scope of this report and will not be reported here. The disclosure information in this report cannot be construed as a substitute for a geologic or engineering study nor that a city or county will not require such studies. No visual examination of the subject site was performed nor was a study of any jurisdiction's files or other sources made to determine the existence of any hazard which may exist on the site. This report is for the purpose of certain map-based, real estate transaction disclosures only and is not a substitute for the broker/agent property inspection. Due to changes disclosure maps, laws and contractual parties, this report cannot be relied upon for other properties or for future transactions of the subject property. **All parties should be aware that the information is subject to change.** JCP is not responsible for advising parties of any changes that may occur after the date of this report. Upon request within six months of issuing this report, JCP will update the report for no additional charge for the same transaction.

All representations regarding earthquake safety, water heater bracing, and title insurance presented in this report are provided for the buyer's convenience by the seller(s) or agent(s) of the subject property. JCP has not validated this information and takes no responsibility for its accuracy.

If any party to this transaction has concerns relative to the stability or condition of the property or if "red flags" are observed during any party's inspection, we suggest that a consultant be retained to study the site and render an opinion. This report is provided for the single property for which it was issued as of the date of this report, and has been prepared for the exclusive use of the current seller(s), their agent(s), and potential buyers of this property. The findings are not intended for use by other parties and may not contain sufficient information for the purposes of other parties or other uses. Our professional services are performed using a degree of care and skill ordinarily exercised under similar circumstances by reputable consultants. No other warranty, expressed or implied, is made as to the professional advice presented in this report.

EXHIBIT H
DISCLOSURE EXHIBIT

NONE.

LD 2107-01-0524

2004201 (22-04-199) 11 04 1

Sale of Dixon Davis Cordelia T/L Fee Strip in Dixon (SBE 135-48-1E-1)

RECORDING REQUESTED BY AND RETURN TO:

Donald Johnson
P.O. Box 458
Dixon, California 95620

Location: City/Uninc _____

Recording Fee _____

Document Transfer Tax \$ _____

- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

GRANT DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, hereby grants to DONALD JOHNSON, an unmarried man, hereinafter called Grantee, the real property, situate in the City of Dixon, State of California, described as follows:

(APN 0113-074-030)

PARCEL ONE

The parcel of land conveyed by G. M. Stivers to Pacific Gas and Electric Company by deed dated June 10, 1927 and recorded in Book 292 of Deeds at page 358, Solano County Records, and therein designated PARCEL 1, and described as follows:

“PARCEL 1. Beginning at a point in the northerly boundary line of “E” Street distant thereon 173.0 feet westerly from the westerly boundary line of Fitch Street, and running thence westerly along said northerly boundary line of “E” Street, 40.0 feet; thence at a right angle northerly 510.0 feet; thence at a right angle easterly 40.0 feet; thence at a right angle southerly 510.0 feet, more or less, to the point of beginning.”

EXCEPTING THEREFROM the parcel of land described and designated Parcel 1 in the deed from Pacific Gas and Electric Company to H. L. Houck and Katherine Houck, husband and wife, dated October 1, 1929 and recorded in Book 45 of Official Records at page 29, Solano County Records.

MAIL TAX STATEMENTS TO:

Name	Address	Zip
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PARCEL TWO

The parcel of land conveyed by H. L. Houck and Katherine Houck, husband and wife, to Pacific Gas and Electric Company by deed dated August 29, 1929 and recorded in Book 45 of Official Records at page 34, Solano County Records, and therein described as follows:

“Beginning at a point in the northerly prolongation of the westerly boundary line of Fitch Street, distant thereon 95.0 feet northerly from the northerly boundary line of “F” Street, and running thence northerly along said northerly prolongation of the westerly boundary line of Fitch Street 55.0 feet; thence leaving said last mentioned line, south 46° 51’ west 236.7 feet, to a point in the easterly boundary line of that certain tract of land described as Parcel 1 in that certain deed recorded in the office of the County Recorder of Solano County, State of California, in Liber 292 of Deeds at page 358, distant thereon 162.3 feet southerly from the northeast corner of said tract of land described as Parcel 1; thence along said easterly boundary line of said tract of land described as Parcel 1, due south 55.0 feet; thence leaving said last mentioned line, north 46° 51’ east 236.7 feet, more or less, to the point of beginning.”

EXCEPTING THEREFROM the portion thereof conveyed by Pacific Gas and Electric Company to Mike Doyle by deed dated July 15, 1992 and recorded in Book 92 of Official Records at page 78712, Solano County Records.

Reserving to PG&E the right:

(a) for its existing line of towers and all wires and cables attached thereto or suspended therefrom, with all foundations, footings, crossarms and other appliances and fixtures used in connection with said line of towers, wires and cables; the right to suspend from any of said towers such additional wires and cables as PG&E shall from time to time deem necessary for the transmission and distribution of electric energy, and for communication purposes, including the right to assign the communication rights to a communications common carrier, and the right to reconstruct, replace, relocate, remove, maintain and use all of said facilities; together with a right of way, on, along and in all of said real property; and

(b) to excavate for, install, construct, maintain, repair, replace, use and operate, at any time and from time to time as PG&E deems necessary, for the purposes of transmitting and receiving electronic information in any form, telecommunications equipment, including, but not limited to, wires, fiberoptic cables, powered transceiver stations, and antennae, and related appliances, appurtenances, and fixtures, affixed to or suspended from PG&E’s towers or placed upon or under the ground adjacent to or parallel with PG&E’s towers or poles within said real property, together with the right to install, receive and maintain utility services therefor across said real property. In connection therewith, PG&E reserves the right to assign, lease, permit, or license to any person or entity in the business of transmitting and receiving electronic

information in any form the telecommunication rights reserved herein together with the right of ingress and egress to said telecommunications facilities.

Further reserving to PG&E the right:

(a) to use said real property to provide access to any of PG&E's easements and facilities on lands adjacent to said real property;

(b) from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on said real property which in the opinion of PG&E may be a hazard to any of said facilities by reason of the danger of falling thereon, or may interfere with the exercise of PG&E's rights reserved herein; provided, however, that all trees which PG&E is hereby authorized to cut and remove, if valuable for timber or wood, shall be the property of Grantee, but all tops, lops, brush and refuse wood shall be burned or removed by PG&E;

(c) from time to time to enlarge, improve, reconstruct, relocate and replace said existing towers with any other number or type of poles or towers or other structures either in the original location or at any alternate location or locations within said real property;

(d) to install, maintain and use gates in all fences which now cross or shall hereafter cross said real property; and

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

Grantee shall have the right to use said real property for purposes which will not interfere with PG&E's full enjoyment of the rights hereby reserved; provided that:

(a) Grantee shall submit to PG&E for approval, plans for any development of said real property. Said plans shall be sent to: Pacific Gas and Electric Company, Attention: Land Agent, 343 Sacramento Street, Auburn, California 95603;

(b) Grantee shall not erect or construct any building or other structure, including but not limited to fences, sheds, tool houses and animal shelters, or drill or operate any well, or construct any reservoir or other obstruction or diminish or substantially add to the ground level in said real property, without the written consent of PG&E; and

(c) Grantee shall not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on said real property, so as to constitute, in the opinion of PG&E, a hazard to any of said facilities.

This grant is made subject to (1) the road easement described in the deed from Pacific Gas and Electric Company to H. L. Houck and wife dated October 1, 1929 and recorded in Book 45 of Official Records at page 31, Solano County Records, (2) the street easement described and designated 1 in the deed from Pacific Gas and Electric Company to the City of Dixon dated

September 15, 1965 and recorded in Book 1363 of Official Records at page 510, Solano County Records, and (3) all valid and existing contracts, leases, licenses, easements, and encumbrances of record, which may affect said real property and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

The real property hereby conveyed is no longer necessary or useful to PG&E in the performance by it of its duties to the public.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with said real property.

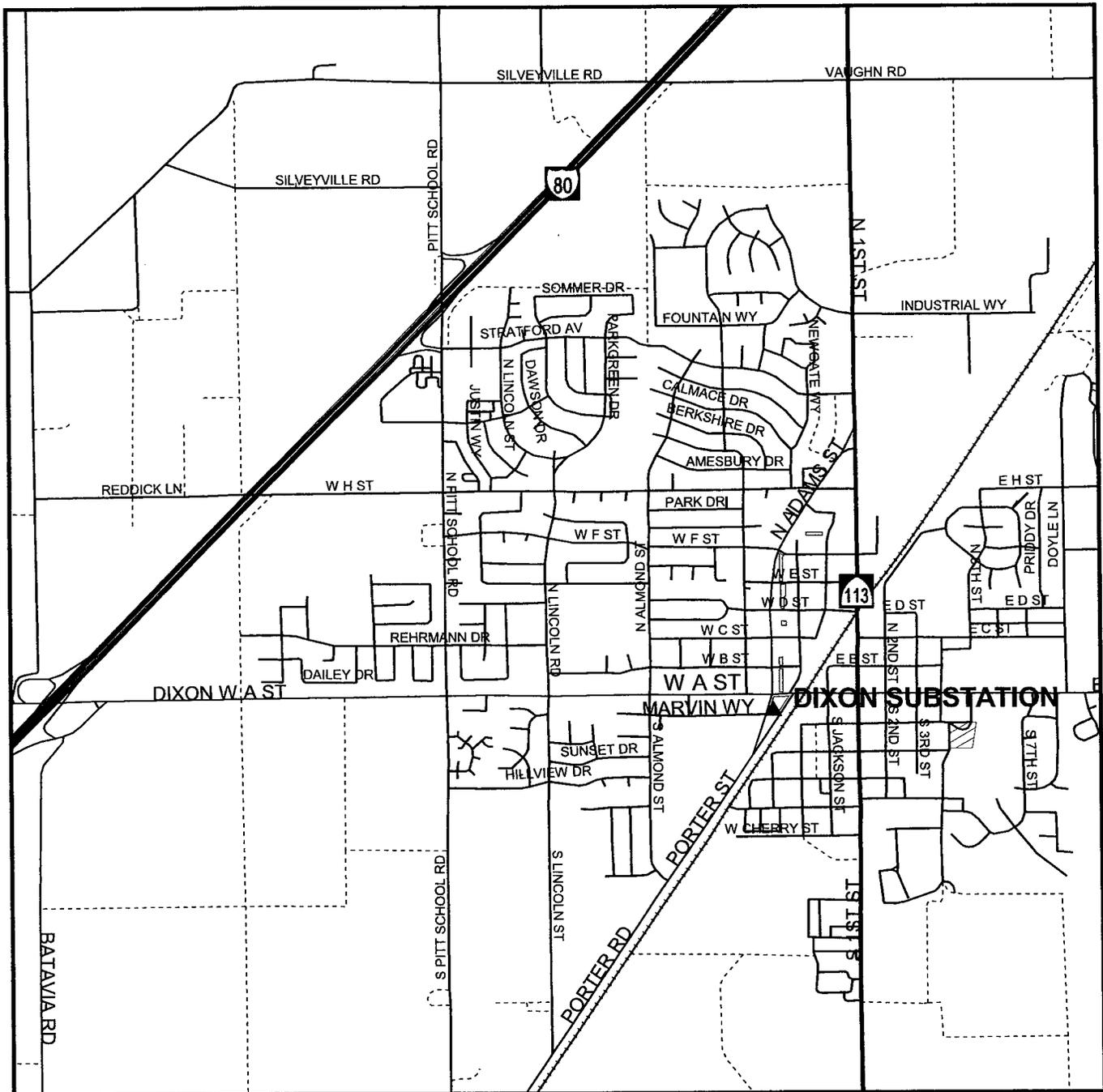
Dated _____, 20____.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By _____

Attested _____

Area 6, Sacramento Valley Region, Sacramento Division
Land Service Office: GO
Operating Department: Electric Transmission
T7N, R1E, MDB&M
Sec 14, E2ofSE4
PG&E Drawing Number:
AF: 2107-01-0195, 2107-01-0200
RE: 2107-01-0196, 2107-01-0465, 2107-01-0197, 2107-01-0004
TYPE OF INTEREST: 11f, 2, 6, 26, 42
SBE Parcel Number: 135-48-1E-Pcl 1
Order #: 8067489
JCN: 22-04-199
County: Solano
Prepared By: TEP



SPCC PLAN ATTACHMENT #6-1



**VICINITY MAP
DIXON SUBSTATION**

369 West A at Porter Street
DIXON

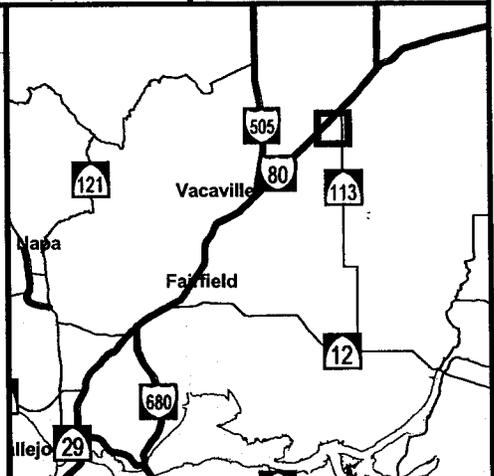
SOLANO COUNTY

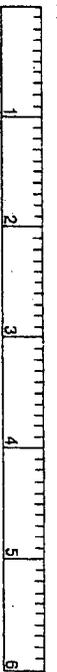
PACIFIC GAS AND ELECTRIC COMPANY
SAN FRANCISCO, CALIFORNIA

Plotted by SXC at 8/8/01 10:47 AM



1000 0 1000 Feet



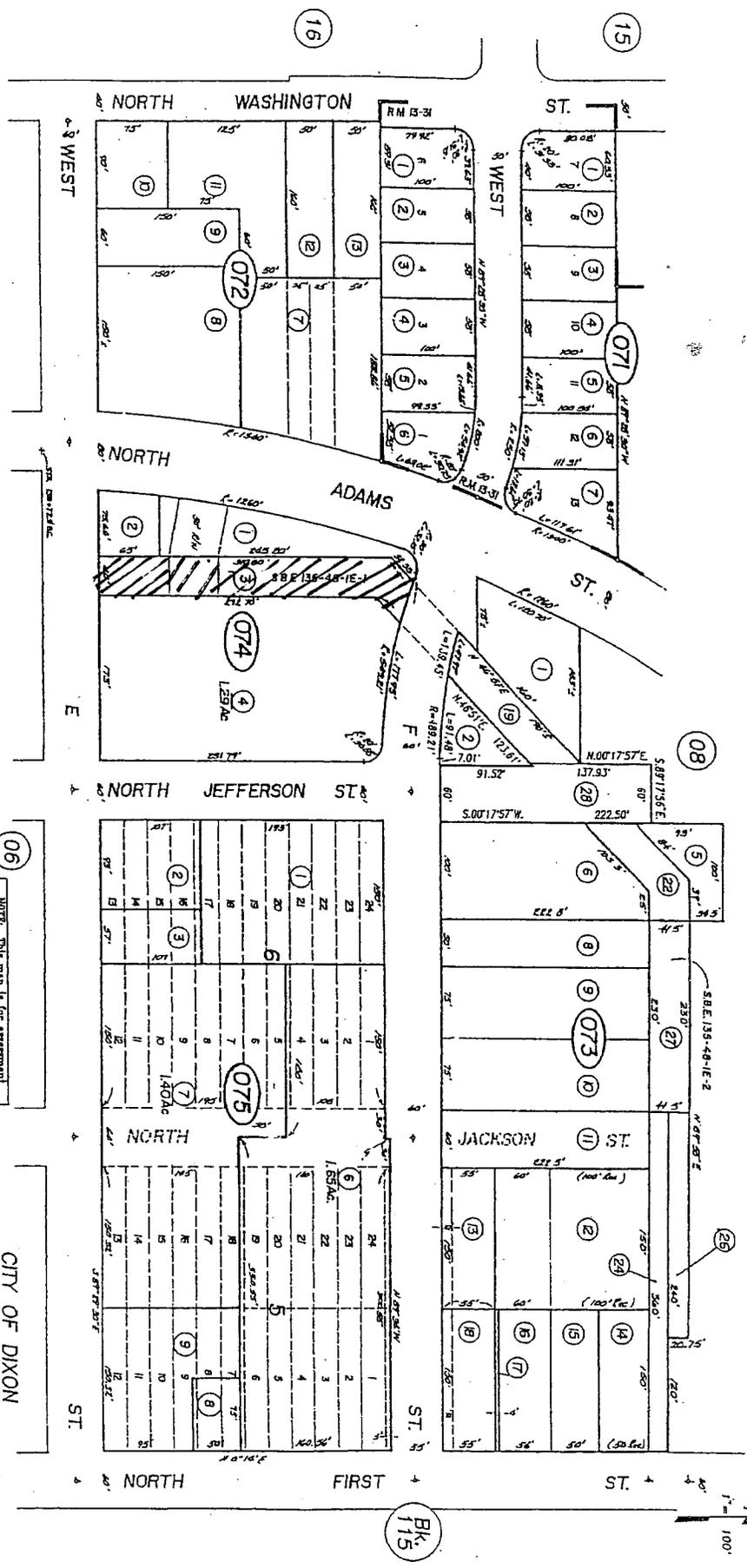


SCALE IN 1/100 OF AN INCH

POR. S.1/2 SEC.14, T.7N., R.1E., M.D.B. & M.

Tax Area Code
2012

113-07



Dickson's Addition,
City of Dixon
Dixon Gardens
R.M. Bk. 1 Pg. 20
R.M. Bk. 4 Pg. 42
R.M. Bk. 13 Pg. 31

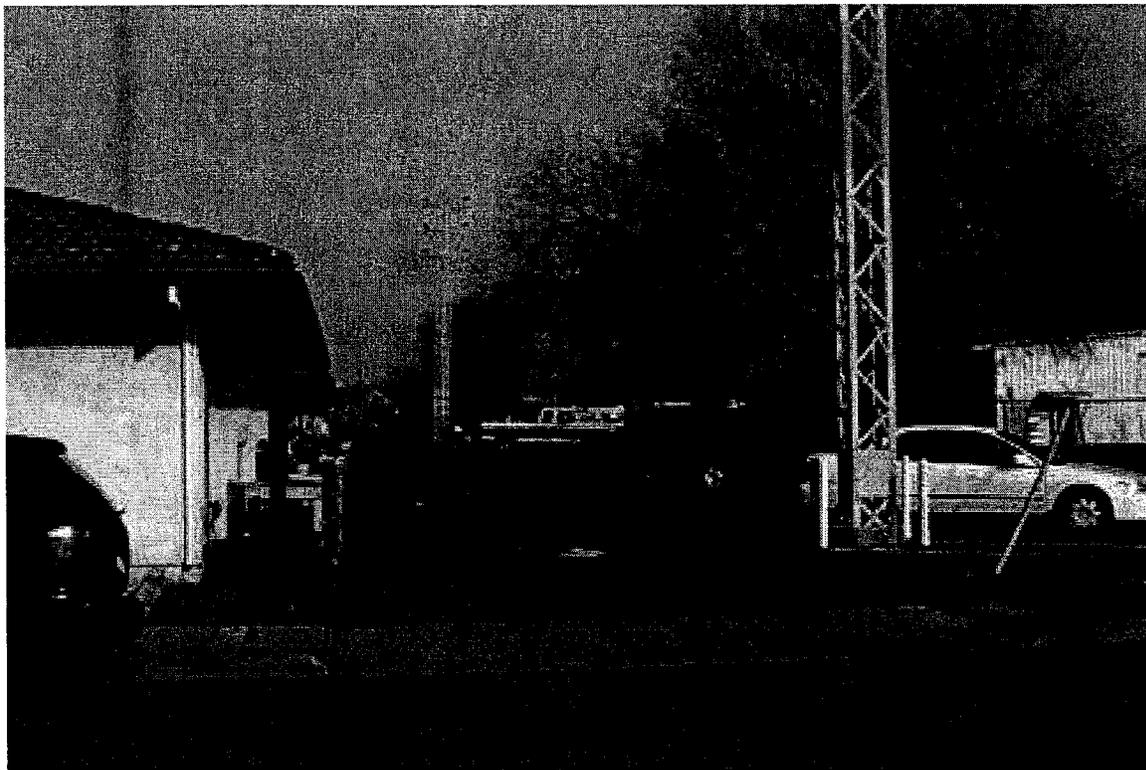
073-28 DA	3-28-96	S.W.
3 BE. P.U.	6-30-91	P.D.
REVISION	DATE	BY

NOTE: This map is for assessment purposes only and is not for the intent of interpreting legal boundary rights, zoning regulations and/or legality of land division laws.

CITY OF DIXON
Assessor's Map Bk. 113 Pg. 07
County of Solano, Calif.
OCT 07 1996
Copyright © 1994 Solano County Assessor/Recorder, All rights Reserved
9798

(Johnson)

Dixon Davis Cordelia Tower Fee Strip Property Sale



Dixon Fee strip West E to West F – Looking North from West E (Johnson)

Memorandum

Date: September 21, 2004 File #:
To: CRE Transactions Supervisor
From: CRE Assoc Transactions Specialist
Subject: Internal Appraisal Review – Vaca- Dixon (Davis – Cordelia 60 KV
Transmission Line) Property Sales



KEN RICHERSON:

As per your request, listed below is an analysis and valuation report for the Vaca Dixon (Davis -Cordelia 60 KV Transmission Line)Property Sale. The scope of work involved an inspection of the subject properties, an investigation and analysis of the market data and letters from various brokers outlining their opinions of value. Additionally, we received written offers from some of the adjacent owners. The subject properties consists of six parcels, for some of the parcels, the highest and best use is commercial and for the others, the highest and best use is residential.

In reviewing the comparable sales data from the county recorder office, it is important to note that the data from the county recorder's office is for unencumbered parcel sales offering full utility. Consequently, the review indicated commercial sales ranged in price from \$1.64 - \$7.00 and residential sales from \$4.50 – \$8.35.

It is also important to note that the subject properties are fully encumbered. We received the following Broker Opinions of Value that considered the tower line encumbrances.

Commercial Real Estate Services - Dixon) – Broker Chuck Krouse (11/19/03)
\$1.00 - \$2.00) per sq ft (Commercial)

McDonald Real Estate - Dixon – Broker Allen Jardine (10/2/03)
\$.60 - \$.65 per sq ft (Residential)

Century 21 Distinctive Properties – Dixon – Realtor Ted Seifert (10/16/03)
\$.60 - \$.90 per sq ft (Residential)

Listed below is more detailed information on the subject properties:

APN 0113-054-150 (North Adams – From West A to West B) SBE 135-48-1-5
Approximately 15,000 sq ft

Highest and Best Use - Commercial

Current Use - Ingress/egress, parking and open storage. The tenant has a small propane supply, home and garden retail facility on the adjoining parcel and site has been graveled by tenant. Two lattice steel poles are on this property.

APN 0113-053-130 (North Adams – From West B to West C) SBE 135-48-1B
Approximately 4,500 sq ft

Highest and Best Use – Residential

Current Use – Adjoiner is utilizing this parcel as an extension of their yard. The yard is part of the adjoining church rectory and improvements consist of lawn, fence and playground equipment. No structures are on this property.

APN 0113-064-220 (North Adams – From West C to West D) SBE 135-48-1C
Approximately 2,840 sq ft

Highest and Best Use – Residential

Current Use – Adjoiner is using this parcel for garden plot and misc. open storage. Site is approximately 50' square and contains one lattice steel pole.

APN 0113-063-020 (North Adams – From West D to West E) SBE 135-48-1A-1
Approximately 16,418 sq ft

Highest and Best Use – Commercial

Current Use – Adjoiner is using this parcel for parking which covers a portion, (approx. 1/2). The remainder of the parcel is also being used for parking and garbage pick-up by another adjoiner. The area has been graveled by its users. There is one lattice steel pole on this property.

APN 0113-074-030 (North Adams – From West E to West F) SBE 135-48-1E-1
Approximately 13,360 sq ft

Highest and Best Use – Commercial

Current Use – Adjoiner is using this parcel for parking. The site is used for parking by his tenants and customers, beauty shop, travel agent, real estate, etc. Site was paved by the adjoiner several years ago. There is one lattice steel pole on this property.

APN 0113-073-270 (North Adams From West F to West H) SBE 135-48-1E-2
Approximately 9,545 sq ft

Highest and Best Use – Commercial

Current Use – Adjoiner is redeveloping an old concrete batch plant site into a commercial complex. This parcel is not currently being used by adjoining owner. The fee strip is however, along the site boundary line and would likely be used for buffer, landscape or parking. There are no structures on this property.

Additionally, we received offers that ranged from \$1.00 - \$1.25. Therefore, based on the above it is my opinion the subject properties should range in value from \$1.00 - \$1.50 (Commercial) and \$.60 - \$1.00 (Residential).

ISABEL HARRIS

Isabel Harris

EXHIBIT F

PACIFIC GAS AND ELECTRIC COMPANY
STANDARD PURCHASE AND SALE AGREEMENT
(North Adams from West F to West H)

(Unimproved Property)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of this 31 day of MAY, 2006, (the "Effective Date"), by and between **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("Seller"), and **HAROLD WIEGAND AND ROLYNE WIEGAND**, husband and wife, as joint tenants (collectively, "Buyer").

RECITALS:

A. Seller is the owner of that certain parcel of unimproved real property, consisting of approximately 9,545 square feet, located in the City of Dixon, County of Solano and State of California, identified by the Solano County Assessor as Assessor's Parcel No. 0113-073-270, the State Board of Equalization as SBE No. 135-48-1E-2, commonly known as North Adams from West F to West H, Dixon, California, and more particularly described in Exhibit A (such real property, together with all easements, rights and privileges appurtenant thereto, is hereinafter referred to collectively as the "Property").

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. PURCHASE AND SALE.

Subject to the terms and conditions contained in this Agreement, Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, for a purchase price of Eleven Thousand Nine Hundred Thirty-One Dollars (\$11,931.00) ("Purchase Price").

2. PAYMENT OF PURCHASE PRICE.

Buyer shall pay the Purchase Price for the Property to Seller as follows:

2.1 Deposit. Within five (5) days after the Effective Date of this Agreement, Buyer shall deposit an amount equal to Five Hundred Ninety-Seven Dollars (\$597.00) ("Deposit") in escrow with Placer Title Company, 21 Towne Square, 2nd Floor, Vacaville, California 95688, Attn: Tiffany Alonzo, Escrow No. 503-3466, 707.678.0422 (telephone), 707.678.7615 (fax) ("Title Company"). The Deposit shall be considered to have been deposited only if it is made by bank wire transfer, certified check or cashier's check payable to the Title Company and drawn by a commercial bank or savings and loan association having a branch in and licensed to do business in the State of California. Buyer's failure to deliver the Deposit as required shall entitle Seller, by written notice to Buyer, to terminate this Agreement as of the date of the notice. Subject to the provisions of Sections 7 and 9 of this Agreement, the Deposit, and any accrued interest thereon, shall be delivered to Seller at close of escrow (as described in Section 3.3). The Deposit shall earn interest for the benefit of the party entitled to the Deposit under this Agreement.

2.2 Balance of Purchase Price. At least one (1) business day prior to close of escrow, Buyer shall deposit in escrow with the Title Company an additional sum equal to the balance of the Purchase Price in immediately available funds for delivery to Seller at close of escrow.

2.3 Assessments. At close of escrow, Buyer shall take title to the Property subject to the lien of any and all assessments encumbering the Property not then past due, and shall not be entitled to any credit against the Purchase Price for any portion of the obligations secured by such assessments.

3. ESCROW.

3.1 Establishment and Close of Escrow. Within five (5) days after the Effective Date of this Agreement, Buyer shall open an escrow with the Title Company (sometimes also referred to herein as the "Escrow Holder"), by delivering to the Title Company, the Deposit, a fully-executed copy of this Agreement and the Escrow Opening Instructions attached hereto as Exhibit B. The Deposit shall be held in such escrow in a federally insured, interest-bearing account. The parties estimate that the closing of this transaction ("Closing Date") will take place no later than at 8:00 a.m. California time on October 3, 2006, (the "Estimated Closing Date"); provided, however, that all conditions precedent set forth in Section 7 have been satisfied or waived. If the Governmental Approval described in Section 7.4 below has not been obtained prior to the Estimated Closing Date, Seller shall have the right (but not the obligation) to extend the Estimated Closing Date for up to an additional one (1) year to obtain Governmental Approval, in which case the Closing Date shall occur on the date specified by Seller, which date shall be no later than sixty (60) days following the date on which Governmental Approval is obtained. If Seller fails to obtain Governmental Approval prior to the Estimated Closing Date (as the same may be extended), this Agreement shall automatically terminate and except for agreements that expressly survive the termination of this Agreement, all obligations and liabilities of the parties under this Agreement shall terminate. If the conditions set forth in Section 7 have been satisfied (or waived by the party for whose benefit such condition precedent exists) prior to the Estimated Closing Date, the parties may mutually agree to accelerate the Closing Date.

3.2 Deposits into Escrow.

(a) At or prior to close of escrow, Buyer shall deposit or cause to be deposited with the Title Company the following:

- (i) The balance of the Purchase Price to be deposited by Buyer pursuant to Section 2.2;
- (ii) Buyer's share of the fees and charges described in Section 3.4(b);
- (iii) The amount, if any, payable to Seller pursuant to Section 3.5;
- (iv) Buyer's counterpart of the joint escrow instructions to the Title Company in the form attached hereto as Exhibit C (the "Joint Escrow Closing Instructions"), and any other instructions Buyer may deem necessary which are not inconsistent with the terms of this Agreement; and
- (v) The Release and Indemnity Agreement, duly executed by Buyer in the form attached hereto as Exhibit D (the "Release Agreement").

(b) At or prior to close of escrow, Seller shall deposit or cause to be deposited with the Title Company the following:

- (i) A grant deed, prepared and duly executed by Seller in recordable form, conveying fee title to the Property to Buyer ("Grant Deed");
- (ii) Affidavits certifying that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and California Revenue and Taxation Code Section 18662(e) ("Affidavits"); and

(iii) Seller's counterpart of the Joint Escrow Closing Instructions and any other instructions Seller may deem necessary which are not inconsistent with the terms of this Agreement.

3.3 Closing. After all the requirements of Section 3.2 have been satisfied and all conditions precedent set forth in Section 7 have been satisfied or waived, the parties shall instruct the Title Company to close escrow by, among other actions:

(a) Recording the Grant Deed and instructing the Solano County Recorder to deliver the Grant Deed to Buyer after recording;

(b) Recording the Release Agreement and instructing the Solano County Recorder to deliver the original Release Agreement to Seller after recording;

(c) Delivering to or for the account of Seller the Purchase Price paid by Buyer pursuant to Sections 2.1 and 2.2, and the amount, if any, payable to Seller pursuant to Section 3.5;

(d) Delivering to Seller an "as-recorded" conformed copy of the Grant Deed and Release Agreement; and

(e) Delivering to Buyer the Affidavits and an "as-recorded" conformed copy of the Grant Deed and Release Agreement, and issuing and delivering to Buyer the policy of title insurance described in Section 4.4.

3.4 Costs. In connection with the transactions contemplated by this Agreement, Seller and Buyer shall pay all transfer taxes and closing costs in accordance with the following:

(a) Seller shall bear the cost of the recording fees for recordation of the Grant Deed and the Release Agreement; and

(b) Buyer shall pay any real property conveyance or documentary transfer taxes charged by the City and/or County in which the Property is located and payable with respect to the Grant Deed, escrow fees charged by the Title Company, the cost of any ALTA or other survey required by the Title Company in order to issue the policy of title insurance described in Section 4.4, and the premium and endorsement charges for the policy of title insurance described in Section 4.4.

3.5 Prorations. General and special real property taxes, the current fiscal year's installments of any assessments encumbering the Property, rents and other charges under any leases, utility charges, payments under any maintenance agreements or service contracts (provided such maintenance agreements and/or service contracts are assumed by Buyer), and all other income and expense items related to the Property shall be prorated as of close of escrow. The net amount due Seller from Buyer under this Section 3.5, if any, shall be delivered by Buyer to the Title Company prior to close of escrow. The net amount due Buyer from Seller under this Section 3.5, if any, shall be charged to Seller by the Title Company at close of escrow. To the extent that the amount of any of the foregoing income and expense items shall not have been determined as of the close of escrow, such income and expense items shall be prorated as of close of escrow as soon thereafter as such amount is determined and Seller shall promptly make to Buyer, and/or Buyer shall promptly make to Seller, any payments required by such prorations. **In addition, Buyer acknowledges that the Property is assessed by the California State Board of Equalization as of January 1 of each year, and Seller must pay real property taxes on the Property for the subsequent fiscal year commencing the following July 1. If close of escrow occurs between January 1 and June 30, Buyer shall deposit into escrow, or with Seller, the full amount to pay real property taxes for the tax year beginning on the July 1 immediately following the close of escrow, in addition to the prorated amount of real property taxes for the current tax year (ending June 30).** Seller shall pay the taxes for the subsequent tax year before they become

delinquent; provided, however, that Seller shall have the right to pay such taxes in installments as permitted by law.

3.6 Possession of Property. Seller shall deliver possession of the Property to Buyer upon close of escrow.

4. TITLE; TITLE INSURANCE.

4.1 Title. It shall be a condition precedent to Buyer's obligation to purchase the Property that Seller convey title to the Property to Buyer subject only to the following exceptions (the "Permitted Encumbrances"):

- (a) The lien of general and special real property taxes and assessments, not delinquent;
- (b) All matters and exceptions of record approved or deemed approved by Buyer pursuant to Section 4.3 below;
- (c) Any matters affecting title to the Property created by or with the consent of Buyer;
- (d) All matters which would be disclosed by an inspection or survey of the Property; and
- (e) Easements and other rights reserved by Seller pursuant to Section 4.2.

4.2 Easements and Other Reservations. Seller shall be entitled to reserve easements for all existing or proposed utility facilities located, or to be located, on or under the Property, including, without limitation, an easement for the purposes of operation, maintenance of, and all other activities related to Seller's overhead transmission line, together with the right of ingress and egress over the Property. Within thirty (30) days following the Effective Date, or as soon thereafter as is reasonably practicable, Seller shall provide information concerning any such easements to be reserved and easements, leases or rights granted to others by Seller.

4.3 Title Objections. Buyer shall use diligence to obtain from the Title Company a preliminary report for the Property ("Title Report"), together with copies of the instruments underlying any exceptions referred to in the Title Report, within ten (10) days following the Effective Date. Within ten (10) days following Buyer's receipt of the Title Report, Buyer shall review any title exceptions disclosed therein. In addition, within ten (10) days after receipt of the same, Buyer shall review the easements to be reserved by Seller and other information disclosed by Seller pursuant to Section 4.2, if any. The failure of Buyer to object to any exceptions to title shown in the Title Report within ten (10) days following Buyer's receipt of same, or the failure of Buyer to object to any easements to be reserved by Seller or other information disclosed by Seller pursuant to Section 4.2 within ten (10) days following Buyer's receipt of same, which objection shall be in writing and shall specifically delineate the reasons therefor, shall be deemed to be an approval by Buyer of the condition of title to the Property. If any of the exceptions to title shown in the Title Report or proposed easements or other title matters disclosed by Seller pursuant to Section 4.2 are objectionable to Buyer, Seller may, at its sole election, agree to remove such objectionable items or otherwise satisfy Buyer with respect to such items prior to close of escrow. If Seller is unable or unwilling to remove any such objectionable items or otherwise satisfy Buyer with respect thereto, Buyer shall have the right, upon written notice to Seller given within five (5) days after Seller's notice of refusal or inability to remove the exceptions, to terminate this Agreement. If Buyer elects to terminate this Agreement, the Deposit, and any accrued interest thereon, shall be returned to Buyer, each party shall pay one-half (1/2) of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination.

4.4 Title Insurance. Upon the close of escrow, Buyer shall cause the Title Company to issue to Buyer either ALTA or CLTA title insurance coverage with total liability not to exceed the amount of the Purchase Price insuring that fee simple title to the Property is vested in Buyer.

5. CONDITION OF PROPERTY.

5.1 AS IS CONDITION. BUYER HAS BEEN STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ELECTROMAGNETIC FIELDS AND POTENTIAL ENVIRONMENTAL HAZARDS ARISING FROM THE PRESENCE ON OR ABOUT THE PROPERTY OF HAZARDOUS SUBSTANCES. EXCEPT AS EXPRESSLY HEREINAFTER PROVIDED IN SECTION 6, NEITHER SELLER, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS MAKES OR HAS MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO THE PHYSICAL CONDITION OF THE PROPERTY, THE USES OF THE PROPERTY OR ANY LIMITATIONS THEREON, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY PERTAINING TO ZONING, ENVIRONMENTAL OR OTHER LAWS, REGULATIONS OR GOVERNMENTAL REQUIREMENTS; THE UTILITIES ON THE PROPERTY, THE COSTS OF OPERATING THE PROPERTY OR ANY OTHER ASPECT OF THE ECONOMIC OPERATIONS ON THE PROPERTY; THE CONDITION OF THE SOILS OR GROUNDWATERS OF THE PROPERTY; THE PRESENCE OR ABSENCE OF ELECTROMAGNETIC FIELDS, TOXIC MATERIALS OR HAZARDOUS SUBSTANCES ON OR UNDER THE PROPERTY; OR ANY OTHER MATTER BEARING ON THE USE, VALUE OR CONDITION OF THE PROPERTY. SELLER MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OF TITLE TO THE PROPERTY, AND BUYER AGREES THAT IT WILL RELY SOLELY ON ITS POLICY OF TITLE INSURANCE ISSUED PURSUANT TO SECTION 4.4.

5.2 Right of Inspection.

(a) For a period not to exceed ninety (90) days following the Effective Date of this Agreement (the "Inspection Period"), Buyer and Buyer's authorized representatives, may enter onto the Property at any reasonable time and from time to time to survey and inspect the Property. No invasive testing, including, but not limited to, soil and groundwater sampling, may be conducted on the Property unless and until the testing plans and procedures are approved in writing by Seller. Seller may withhold its approval, or grant approval subject to such conditions as Seller may determine, in its sole and absolute discretion.

(b) Buyer shall notify Isabel Harris, Seller's Real Estate Transaction Specialist for the Property (the "Real Estate Transaction Specialist"), by telephone at 415.973.5559 not less than seventy-two (72) hours prior to Buyer or Buyer's representatives entering the Property in each instance. No such entry shall interfere with Seller's use of the Property. Seller shall have the right to have a representative accompany Buyer on each such entry.

(c) Buyer shall provide to Seller copies of all reports and studies prepared by or on behalf of Buyer, promptly upon receipt thereof by Buyer.

5.3 Indemnification. Buyer shall indemnify, defend (with counsel approved by Seller), protect and hold Seller, its officers, directors, employees, agents and contractors (collectively, "Indemnitees") harmless from and against any and all losses, costs, claims, damages, liabilities, or causes of action (including attorneys' fees and costs) (collectively, "Claims") arising out of or in any way connected with the Property and occurring as a result of any entry upon the Property, or activities conducted thereon by Buyer, its agents, contractors or employees prior to close of escrow, including Claims arising from the passive or active negligence of the Indemnitees, and Buyer shall return the Property as nearly as possible to the same condition the Property was in prior to such entry or activities.

5.4 Right to Terminate. If, for any reason, Buyer is not satisfied with the results of its inspections of the Property, Buyer shall have the right to terminate this Agreement by written notice to Seller given prior to the expiration of the Inspection Period. Buyer's notice of termination shall specify in detail the basis for Buyer's termination of this Agreement. Buyer's failure to terminate this Agreement prior to the expiration of the Inspection Period shall be deemed Buyer's approval of all matters relating to the Property, including, but not limited to, the physical condition of the Property, the possible uses of the Property and any limitations thereon. If Buyer elects not to terminate this Agreement as permitted above, (a) Buyer shall have no further right to terminate this Agreement, except in accordance with the provisions of Section 8 or Section 9.2 below (regardless of any changes in the condition of the Property or any facts or circumstances of which Buyer may become aware following the Inspection Period); and (b) in addition to all other claims waived by Buyer hereunder, Buyer shall be deemed to have waived any and all rights or claims against Seller with respect to matters discovered prior to the expiration of the Inspection Period. If Buyer elects to terminate this Agreement as permitted above, (x) the Deposit, and any accrued interest thereon, shall be returned to Buyer, each party shall pay one-half (1/2) of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination; and (y) Buyer shall promptly provide Seller with copies of any and all inspection reports regarding the Property prepared by or on the behalf of Buyer.

5.5 Hazardous Substances Disclosure; Buyer's Release. Seller, at some time during its ownership or use of the Property, may have handled, treated, stored and/or disposed of Hazardous Substances (as defined in the Release Agreement) on the Property. Some of these Hazardous Substances may contain chemicals known to the State of California to cause cancer or reproductive toxicity. Buyer acknowledges that Seller has made no investigation with respect to Hazardous Substances affecting the Property and that no Hazardous Substances report has been provided or will be provided to Buyer by Seller. Buyer has been strongly advised to investigate the existence of Hazardous Substances on, under, about or otherwise affecting the Property. Buyer further acknowledges that Seller shall not in any manner be responsible to Buyer for the presence of any electromagnetic field or Hazardous Substances on, under, about or otherwise affecting the Property, and further, as a material inducement to Seller for the sale of the Property to Buyer, Buyer agrees to execute and deliver the Release Agreement to Seller at or prior to close of escrow.

5.6 Seismic Disclosure Requirements.

(a) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a delineated earthquake fault zone as so designated under the Alquist-Priolo Earthquake Fault Zoning Act, Sections 2621 et seq. of the California Public Resources Code (an "Earthquake Fault Zone"), nor, to Seller's actual knowledge, is the Property situated within such an Earthquake Fault Zone.

(b) Seller hereby discloses to Buyer that seismic hazard maps are not yet available to determine whether the Property is situated within a seismic hazard zone as so designated under the Seismic Hazards Mapping Act, Sections 2690 et seq. of the California Public Resources Code (a "Seismic Hazard Zone"). Therefore, Buyer acknowledges and understands that the Property may be located within a Seismic Hazard Zone, and Buyer is strongly advised by Seller to conduct its own investigation with respect thereto.

5.7 Natural Hazards Disclosure Requirements.

(a) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a special flood hazard area as so designated by the Federal Emergency Management Agency (a "Special Flood Hazard Area"), nor, to Seller's actual knowledge, is the Property situated within such a Special Flood Hazard Area.

(b) In accordance with the requirements of California law, Seller hereby discloses to Buyer, and Buyer acknowledges and understands that, the Property is situated within an area of potential flooding on an Inundation Map as so designated pursuant to California Government Code Section 8589.5 (an "Area of Potential Flooding").

(c) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a Very High Fire Hazard Severity Zone as so designated pursuant to California Government Code Section 51178 (a "Fire Hazard Severity Zone"), nor, to the actual knowledge of Seller or its agents, is the Property situated within such a Fire Hazard Severity Zone.

(d) Seller hereby represents that, as of the date of this Agreement, neither the office of the county recorder, county assessor nor county planning agency of the county in which the Property is located has posted a notice identifying the Property as being located within a wildland area subject to substantial forest fire risks and hazards as so classified pursuant to California Public Resources Code Section 4125 (a "Wildland Fire Zone"), nor, to the actual knowledge of Seller or its agents, is the Property situated within such a Wildland Fire Zone.

5.8 Limitations on Disclosures. Buyer acknowledges and understands that, in making the representations and disclosures contained in Sections 5.6 and 5.7 above, Seller is relying solely on the Natural Hazards Disclosure Statement dated October 13, 2005, prepared by JCP Geologists, Inc. and identified as Report No. 2005101300074 (the "Natural Hazards Statement"). A copy of the Natural Hazards Statement is attached to this Agreement as Exhibit G. Buyer further acknowledges and understands that if the Property is situated within one or more of the hazard zones described in Sections 5.6 and 5.7 above, Buyer's ability to develop the Property, obtain insurance, or receive assistance after a disaster may be limited. The maps, on which the disclosures contained in Section 5.6 and 5.7 are based, only estimate where natural hazards exist, and are not definitive indications of whether or not a property will be affected by a natural disaster. Except as expressly provided herein, Seller is making and has made no representations regarding the seismic, geologic or other natural hazards affecting the Property, or the effect thereof on the future use or development of the Property, and Buyer should make its own inquiry and investigation of such hazards. Further, Buyer hereby waives, to the fullest extent permitted by law, any disclosure requirements relating to seismic, geologic and other natural hazards imposed on Seller by California law.

5.9 Confidentiality. Until close of escrow, and unless disclosure is otherwise required under this Agreement or under applicable law, Buyer shall keep and shall cause Buyer's agents, consultants and employees to keep confidential all tests, reports, documents, analyses, and opinions obtained by Buyer with respect to the Property, including, but not limited to, any information provided by Seller or received or prepared by Buyer in Buyer's independent factual, physical and legal examinations and inquiries respecting the Property (collectively, the "Confidential Information"), except that Buyer may disclose the same to its legal counsel and consultants, provided that Buyer obtains the agreement in writing of such legal counsel and consultants to keep the Confidential Information confidential. Until close of escrow, neither the contents nor the results of any Confidential Information shall be disclosed by Buyer, its agents, consultants and employees without Seller's prior written approval unless and until Buyer is legally compelled to make such disclosure.

5.10 Survival. The covenants, agreements and obligations of Buyer contained in this Section 5 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Seller's Representations. Seller hereby represents and warrants to Buyer as follows:

(a) Seller has full right, power and authority to enter into this Agreement and to sell, convey and transfer the Property and all rights appurtenant thereto to Buyer. All corporate action on the part of Seller necessary for the valid authorization, execution, and delivery of this Agreement, and the consummation of the transactions contemplated hereby has been taken, or at or prior to close of escrow will have been taken.

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or constitute a default under any of the terms, conditions or provisions of any other agreement to which Seller is a party or by which Seller is bound, and will not to the best of Seller's knowledge, violate any provision of, or require any consent, authorization or approval under, any applicable law, regulation, or order.

(c) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit H, Seller has received no written notice from any governmental agency or private person during the six (6) month period preceding the Effective Date that the condition, use or operation of the Property violates any law or any order or requirement of any governmental agency that could materially and adversely affect the operation or value of the Property (other than violations which have been cured).

(d) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit H, Seller has received no written notice of any pending or threatened lawsuits of any kind against Seller that could materially and adversely affect the operation or value of the Property or prohibit the sale thereof.

(e) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit H, Seller has received no written notice of any pending, threatened or contemplated condemnation proceedings affecting the Property or any part thereof.

Seller's "knowledge" or "receipt of written notice" as used in this Section 6.1 or elsewhere in this Agreement shall mean the actual knowledge of, or receipt of written notice by, the Real Estate Transaction Specialist, without any duty of inquiry. Buyer acknowledges and agrees that Seller may have records or files not in the possession of the Real Estate Transaction Specialist which may include information concerning the Property. Buyer understands that Seller will not undertake to determine whether any of such other files and/or records contain information concerning the Property and Seller will not make such other files and records available to Buyer for its review. Buyer further acknowledges and agrees that Seller and its affiliates have gone through numerous management changes and personnel changes over the years, and the employees who currently manage the Property may have little or no knowledge of the location or contents of the files and records relating to the Property. In light of the voluminous files and records of Seller, and the uncertainty of the location or content of such files, Buyer acknowledges and agrees that Buyer will, except for the limited representations and warranties contained in this Section 6.1, rely solely on its own investigations in making its decision to acquire the Property.

6.2 Buyer's Representations. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material, is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder) and shall fully survive the close of escrow and the recordation of the Grant Deed:

(a) This Agreement and all documents executed by Buyer which are to be delivered to Seller upon close of escrow are, or at the time of close of escrow will be, (i) duly authorized, properly executed and delivered by Buyer, (ii) legal, valid and binding obligations of Buyer enforceable in accordance with their terms at the time of close of escrow, and (iii) not in violation of any agreement or judicial order to which Buyer is a party or to which it is subject.

(b) Buyer is an experienced real property operator and investor, and is represented or has had an opportunity to be represented by counsel in connection with this transaction. Except for the express representations and warranties of Seller contained in Section 6.1 above, Buyer specifically acknowledges that it is acquiring the Property in an "AS IS, WHERE IS, WITH ALL FAULTS" condition, without any representations or warranties of Seller, express or implied, written or oral, as to the nature or condition of title to the Property, the physical condition of the Property, the uses of the Property or any limitations thereon. Buyer is relying solely upon, and, as of the expiration of the Inspection Period will have conducted, its own analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller (including, without limitation, an analysis of any and all matters concerning the condition, use, sale, development or suitability for development of the Property). Buyer is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters.

(c) The representations and warranties of Buyer set forth in this Agreement shall be true on and as of the close of escrow as if those representations and warranties were made on and as of such time.

7. CONDITIONS PRECEDENT.

7.1 Conditions to Buyer's Obligations. Buyer's obligation under this Agreement to purchase the Property is subject to the fulfillment or waiver of each of the following conditions precedent:

(a) The Title Company shall be prepared to issue at close of escrow the title insurance policy described in Section 4.4 upon payment of its regularly scheduled premium therefor, subject only to the standard printed exceptions to such title insurance policy and the Permitted Encumbrances; and

(b) Seller shall have performed each and every covenant contained in this Agreement to be performed by Seller at or prior to close of escrow.

7.2 Conditions to Seller's Obligations. Seller's obligation under this Agreement to sell the Property to Buyer is subject to the fulfillment or waiver of each of the following conditions precedent:

(a) Compliance with the California Subdivision Map Act (Government Code Section 66410, et seq.), including the approval and filing of a final subdivision map or parcel map if required; and

(b) Buyer's timely performance of each and every covenant contained in this Agreement to be performed by Buyer.

7.3 Satisfaction of Conditions. Buyer may waive any of the conditions precedent set forth in Section 7.1, and Seller may waive any of the conditions precedent set forth in Section 7.2. Subject to the foregoing and to the provisions of Section 9.1 below, in the event that any of the conditions precedent set forth in this Section 7 shall not be satisfied or waived at or prior to the Closing Date, then the party whose obligations are subject to such condition precedent shall have the right to terminate this Agreement, and the Deposit, and any accrued interest thereon, shall be returned to Buyer, less one-half of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement except those which expressly survive termination.

7.4 Governmental Approval. If Seller determines, in Seller's sole and absolute discretion, that approval ("Governmental Approval") of the California Public Utilities Commission ("CPUC") will be required as a condition precedent to Seller's sale of the Property to Buyer, then the obligation of each party to close the sale of the Property shall be conditioned upon obtaining such Governmental Approval at or prior to the close of escrow. Buyer acknowledges and agrees that Governmental Approval

shall not be deemed to have occurred for purposes of this Agreement unless and until the CPUC approves the sale of the Property to Buyer in a form that is final, unconditional and unappealable, including exhaustion of all administrative appeals or remedies before the CPUC, and such Governmental Approval is approved by Seller in its sole and absolute discretion, including, without limitation, Seller's approval of the proposed accounting and ratemaking treatment of the sale. Buyer further acknowledges and agrees that Seller makes no representation or warranty with respect to the Governmental Approval, and Buyer hereby waives all claims against Seller which may arise out of losses, expenses or damages suffered or incurred by Buyer as a result of the need for the Governmental Approval or the failure of the CPUC to approve the sale of the Property to Buyer.

8. CONDEMNATION. In the event of any taking of more than fifty percent (50%) of the land area of the Property in eminent domain proceedings or under threat of condemnation prior to the close of escrow, Buyer shall have the right to terminate this Agreement and recover all amounts paid on account of the Purchase Price by giving to Seller written notice of termination within five (5) days following the date of such taking. In the event of a taking of fifty percent (50%) or less of the land area of the Property prior to the close of escrow or in the event that Buyer shall not elect to terminate the Agreement as aforesaid, Buyer shall remain obligated to perform its obligations under this Agreement, and Seller shall assign to Buyer at close of escrow the portion of any condemnation award attributable to Seller's interest in the Property. For the purposes of this Agreement, a taking in condemnation shall mean the taking of possession or the vesting of fee title to the Property in a governmental entity pursuant to the exercise of the power of eminent domain or pursuant to a deed given in lieu or in contemplation thereof.

9. DEFAULT.

9.1 Buyer's Default.

(a) IN THE EVENT THAT THE SALE OF THE PROPERTY TO BUYER UNDER THIS AGREEMENT SHALL NOT BE CONSUMMATED BECAUSE OF A DEFAULT BY BUYER, SELLER MAY UNILATERALLY TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING WRITTEN NOTICE TO BUYER AND THE TITLE COMPANY, AS ESCROW HOLDER. THEREUPON, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS UNDER THIS AGREEMENT, AND ESCROW HOLDER IS HEREBY IRREVOCABLY INSTRUCTED BY BUYER AND SELLER TO DISBURSE THE DEPOSIT, PLUS ANY ACCRUED INTEREST THEREON, TO SELLER AS LIQUIDATED DAMAGES. IN ADDITION, ESCROW HOLDER SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, AND ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER. SELLER'S RETENTION OF THE DEPOSIT IS NOT INTENDED AS A FORFEITURE OR A PENALTY, BUT IS INTENDED TO COMPENSATE SELLER FOR DAMAGES IT WILL SUSTAIN BY REASON OF SUCH DEFAULT BY BUYER, INCLUDING DAMAGES RESULTING FROM THE REMOVAL OF THE PROPERTY FROM THE MARKET, THE LOSS OF BUSINESS AND DEVELOPMENT OPPORTUNITIES AND THE LOSS OF PROSPECTIVE INVESTMENT IN OTHER PROPERTY. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF SELLER'S ACTUAL DAMAGES AS A RESULT OF BUYER'S DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, AND THE AMOUNT PROVIDED FOR HEREIN IS A REASONABLE ESTIMATE OF SUCH DAMAGES. BY THEIR SIGNATURES BELOW, SELLER AND BUYER SPECIFICALLY ACKNOWLEDGE THEIR ACCEPTANCE AND APPROVAL OF THE FOREGOING LIQUIDATED DAMAGES PROVISION.

(b) NOTHING CONTAINED IN THIS SECTION 9.1 SHALL SERVE TO WAIVE OR OTHERWISE LIMIT (1) SELLER'S REMEDIES OR DAMAGES FOR CLAIMS OF SELLER AGAINST BUYER WITH RESPECT TO ANY OBLIGATIONS OF BUYER THAT, BY THE TERMS OF THIS AGREEMENT, SURVIVE THE CLOSE OF ESCROW OR ANY TERMINATION OF THIS AGREEMENT BEFORE THE CLOSE OF ESCROW, INCLUDING, WITHOUT LIMITATION, BUYER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 5.3 AND SECTION 10.2, OR (2) SELLER'S RIGHTS TO OBTAIN FROM BUYER ALL COSTS AND EXPENSES OF ENFORCING THE LIQUIDATED DAMAGE PROVISION CONTAINED IN SECTION 9.1(A) ABOVE, INCLUDING ATTORNEYS' FEES AND COSTS PURSUANT TO SECTION 11.11 BELOW.

(c) THE PARTIES AGREE THAT SELLER WOULD SUFFER MATERIAL INJURY OR DAMAGE NOT COMPENSABLE BY THE PAYMENT OF MONEY IF BUYER WERE TO BREACH OR VIOLATE ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTIONS 5.9 AND 11.12 OF THIS AGREEMENT. ACCORDINGLY, NOTWITHSTANDING THE PROVISIONS OF SECTION 9.1(A) ABOVE, IN ADDITION TO ALL OTHER REMEDIES THAT SELLER MAY HAVE, SELLER MAY BRING AN ACTION IN EQUITY OR OTHERWISE FOR SPECIFIC PERFORMANCE TO ENFORCE COMPLIANCE WITH SUCH SECTIONS, OR AN INJUNCTION TO ENJOIN THE CONTINUANCE OF ANY SUCH BREACH OR VIOLATION THEREOF. BUYER AGREES TO WAIVE ANY REQUIREMENT FOR A BOND IN CONNECTION WITH ANY SUCH INJUNCTIVE OR OTHER EQUITABLE RELIEF.

ACKNOWLEDGMENT AS TO ACCEPTANCE OF THE IMMEDIATELY PRECEDING LIQUIDATED DAMAGES PROVISION:

Buyer: *Harold Wiegand*
HAROLD WIEGAND, as joint tenant
Rolyne Wiegand
ROLYNE WIEGAND, as joint tenant

Seller: PACIFIC GAS AND ELECTRIC COMPANY

By: *Thomas B. King*
~~Walter R. Rhodes~~ THOMAS B. KING
Vice President, ~~Strategic Sourcing and Operations Support~~ **PRESIDENT AND CHIEF EXECUTIVE OFFICER**

9.2 Seller's Default. If the sale of the Property under this Agreement shall not be closed because of a default by Seller, Buyer shall have, at its option and as its sole remedies, the following:

(a) The right to pursue specific performance of this Agreement, provided that Buyer waives in writing any right it may have to bring an action for, or assert, any damages against Seller for such default of Seller. In no event shall Buyer be entitled to any damages as a result of a default by Seller under this Agreement.

(b) As an alternative to the remedy provided in Section 9.2(a), the right to terminate this Agreement and receive a return of the Deposit and any interest thereon, whereupon neither party shall have any further rights or obligations hereunder, except those which expressly survive termination.

9.3 Failure of Conditions. If prior to the close of escrow Seller discloses to Buyer or Buyer discovers that (a) title to the Property is subject to defects, limitations or encumbrances other than as shown on the Title Report, or (b) any representation or warranty of Seller contained in this Agreement is, or as of the Closing Date will be, untrue, then Buyer shall, within three (3) days following Buyer's receipt of such information, give Seller written notice of its objection thereto, which objection shall be in writing and shall specifically delineate the reasons therefor. If Buyer fails to furnish Seller with such an objection notice within said three (3) day period, Buyer shall be deemed to have irrevocably waived any right to object to such information, and this Agreement shall continue in full force and effect. However, if Buyer furnishes Seller with such an objection notice within said three (3) day period, Seller may elect by notice to Buyer either (i) to attempt to cure or otherwise remedy Buyer's objection (in which event, Seller may postpone the close of escrow for up to thirty (30) days to effect said cure) or (ii) not to cure or otherwise remedy Buyer's objection. Buyer acknowledges and agrees that Seller shall have no obligation to cure any objection. If Seller is unable or unwilling to cure Buyer's objection and Buyer fails to waive the objection within ten (10) days after notice thereof from Seller, this Agreement will terminate automatically, and, provided that Buyer shall not be in default hereunder, Seller shall promptly direct the Escrow Holder to return the Deposit and any interest thereon to Buyer, whereupon neither party shall have any further rights or obligations hereunder, except those which expressly survive termination.

10. BROKERS.

10.1 Seller. Seller hereby represents and warrants to Buyer that Seller has incurred no obligation to any finder or real estate broker or salesperson with respect to this transaction, and in the event that any contrary claim is made, Seller shall indemnify, defend and hold Buyer harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and costs) with respect to any such additional finder, broker or salesperson. The representations, warranties and covenants of Seller contained in this Section 10.1 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

10.2 Buyer. Buyer hereby represents and warrants to Seller that Buyer has not incurred any obligation to any finder or real estate broker or salesperson with respect to this transaction, and in the event that any contrary claim is made, Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and costs) with respect to any such finder, broker or salesperson. The representations, warranties and covenants of Buyer contained in this Section 10.2 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

11. MISCELLANEOUS.

11.1 Operation of the Property Prior to Closing. During the period from the date of Seller's execution of this Agreement to the close of escrow, Seller shall maintain the Property in the condition in which it exists as of the Effective Date, normal wear and tear excepted, and otherwise act with respect to the Property in accordance with its pre-existing practices as if the Property were not to be sold to Buyer. Seller agrees not to enter into any lease, management agreement or maintenance or service contract, or alter or amend any of the material terms of any such existing agreements during such interim period, without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

11.2 Survival of Seller's Representations and Warranties. The representations and warranties of Seller contained in Sections 6.1 and 10 of this Agreement shall survive the close of escrow and continue for a period of six (6) months thereafter and shall thereupon expire and be of no further force and effect. Any claim for breach of any such representations and warranties must be made within such 6-month period or shall be waived. Notwithstanding the foregoing, in the event Buyer discovers prior to the close of escrow that any representations or warranties made by Seller are untrue or inaccurate, or that Seller failed to make any material disclosures to Buyer regarding the Property (collectively, "Disclosure Defects"), Seller shall bear no liability for such matters, and Buyer shall, as its sole remedy (provided that Seller has not breached an express covenant set forth in this Agreement), elect either to (a) waive such matters and complete the purchase of the Property in accordance with the terms of this Agreement or (b) terminate this Agreement and receive a refund of the Deposit plus all interest accrued thereon. Buyer's consent to the close of escrow in this transaction shall conclusively demonstrate Buyer's waiver of any Disclosure Defects known to Buyer prior to the close of escrow, and Buyer shall not be entitled to make any claim or bring any action for damages against Seller arising out of any Disclosure Defects.

11.3 Time of Essence. Time is of the essence of this Agreement and each and every provision hereof.

11.4 Further Assurances. Each party hereto agrees to execute and deliver to the other party such further documents or instruments as may be necessary or appropriate in order to carry out the intentions of the parties as contained in this Agreement.

11.5 Binding Effect; Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the heirs, successors and assigns of the parties hereto. Notwithstanding the foregoing, Buyer shall have no right to assign its rights and obligations under this Agreement unless (a) Buyer shall obtain the prior written consent of Seller to such assignment, which consent shall not be unreasonably withheld, (b) Buyer shall not then be in default of any of its obligations under this Agreement, (c) Seller shall have approved the form of assignment, (d) the assignee shall have expressly assumed all of the obligations of Buyer under this Agreement, (e) Buyer shall furnish Seller with evidence acceptable to

Seller that the proposed assignee possesses the financial ability to perform Buyer's obligations contemplated by this Agreement, and (f) Buyer shall continue to be primarily liable under this Agreement; provided, however, that Buyer may freely assign its rights and obligations under this Agreement to any parent company, subsidiary or affiliate of Buyer, or to any partnership or other entity to be formed by Buyer for the purpose of acquiring the Property, provided that Buyer shall not be released of its obligations under this Agreement. Buyer agrees to reimburse Seller, within thirty (30) days after demand, for all costs and expenses (including attorneys' fees and costs) incurred by Seller in connection with any assignment of Buyer's interest in this Agreement, whether or not Seller's consent to such assignment is required or obtained, including, without limitation, all costs and expenses (including attorneys' fees and costs) incurred to amend any pending application for approval(s) described in Section 7 above as a result of such assignment. Buyer acknowledges that fees attributable to the work of Seller's in-house attorneys are reimbursable under the preceding sentence, and that such fees shall be calculated as provided in Section 11.11 below. Buyer acknowledges and agrees that Seller shall have the right to assign or otherwise convey its rights and/or obligations under this Agreement and/or with respect to the Property without the consent of Buyer, provided that Seller provides written notice of such assignment or conveyance, and the assignee assumes the remaining obligations of Seller under this Agreement. Said assignee shall be substituted as Seller hereunder and shall be entitled to the benefit of and may enforce Buyer's covenants, representations and warranties hereunder as if such assignee were the original Seller hereunder.

11.6 Severability. If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severable; provided, however, if such unenforceability or invalidity alters the substance of this Agreement (taken as a whole) so as to deny either party, in a material way, the realization of the intended benefit of its bargain, such party may terminate this Agreement within thirty (30) days after the final determination by notice to the other. If such party so elects to terminate this Agreement, then this Agreement shall be terminated, the Deposit, and any accrued interest thereon, shall be returned to Buyer, each party shall pay one-half (1/2) of the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination.

11.7 Governing Laws; Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Seller and Buyer agree that the venue of any action, proceeding or counterclaim on any matter whatsoever arising out of or in any way connected with this Agreement shall be in the County of San Francisco, California. The covenants of Seller and Buyer contained in this Section 11.7 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

11.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.9 Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be either personally delivered or transmitted by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or Airborne Express, addressed to the parties as follows:

If to Seller:

Isabel Harris
Pacific Gas and Electric Company
245 Market Street
Mail Code N10A
San Francisco, CA 94105

With a copy to:

Wendy Coleman, Esq.
Law Department
Pacific Gas and Electric Company
77 Beale Street, Mail Code B30A
San Francisco, CA 94105

If to Buyer:

Harold and Rolyne Wiegand
6144 Silveyville Road
Dixon, CA 95620

The date of any notice or communication shall be deemed to be the date of receipt if delivered personally, or the date of the receipt or refusal of delivery if transmitted by mail or overnight courier. Any party may change the address for notice by giving notice to the other party in accordance with this Section 11.9.

11.10 Prior Agreements. This Agreement and the exhibits hereto contain the entire understanding of the parties relating to the subject matter hereto and shall supersede any prior written or oral agreements or communications between the parties pertaining to such subject matter.

11.11 Attorneys' Fees. In the event that any party shall bring an action to enforce its rights under this Agreement, or relating to the interpretation hereof, whether for declaratory or other relief, the prevailing party in any such proceeding shall be entitled to recover from the other party reasonable attorneys' fees and all costs, expenses and disbursements that the prevailing party incurred in connection with such proceeding and any appeal thereof (including, but not limited to, the reasonable costs of discovery, investigation, preparation for trial, professional or expert consultation and testimony). A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. For purposes hereof, the reasonable fees of Seller's in-house attorneys who perform services in connection with any such action are recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by Seller's Law Department. Any such fees and costs incurred prior to judgment, award, or decree may be included in any judgment, award or decree entered in such proceeding in favor of the prevailing party. Any such fees, costs and expenses incurred by the prevailing party in enforcing a judgment, award or decree in its favor shall be recoverable separately from and in addition to any other amount included in such judgment, award or decree. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

11.12 Confidentiality. Neither party shall disclose the terms of this Agreement to any third party without the prior written consent of the other party. It is understood that the confidentiality of the terms hereof is critical to preserve the financial integrity of the Property.

11.13 Limitation on Liability. Buyer expressly agrees that the obligations and liabilities of Seller under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives of Seller. Notwithstanding anything to the contrary, Seller's liability, if any, arising in connection with this Agreement or with the Property shall be limited to Seller's interest in the Property for the recovery of any judgment against Seller, and Seller shall not be personally liable for

any such judgment or deficiency after execution thereon. The limitations of liability contained in this Section 11.13 shall apply equally and inure to the benefit of Seller's present and future officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives, and their respective heirs, successors and assigns.

11.14 Exhibits. The following Exhibits are attached hereto and incorporated by reference into this Agreement:

- Exhibit A - Legal Description of Property
- Exhibit B - Escrow Opening Instructions
- Exhibit C - Joint Escrow Closing Instructions
- Exhibit D - Release and Indemnity Agreement
- Exhibit E - Intentionally Omitted
- Exhibit F - Intentionally Omitted
- Exhibit G - Natural Hazard Disclosure Statement
- Exhibit H - Disclosure Exhibit

11.15 Required Actions of Buyer and Seller. Buyer and Seller agree to take such reasonable actions, including but not limited to acknowledging, delivering or executing instruments and documents, as may be required to effectuate the purposes of this Agreement or to consummate the purchase and sale of the Property as contemplated herein.

11.16 Back-Up Offers. Seller shall have the right to solicit, receive, consider and accept so-called "back-up" offers to purchase the Property.

11.17 Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Agreement as Buyer, the liability of each such individual, corporation, partnership or other business association to perform Buyer's obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Buyer shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

11.18 Mediation. In the event any dispute arises concerning the enforcement and/or interpretation of this Agreement, including, but not limited to, any claim that either party has breached this Agreement, or any dispute concerning Hazardous Substances (as defined in the Release Agreement), the parties agree to attempt initially to settle such claims or disputes in good faith between themselves. Said obligation to discuss settlement of such claims or disputes shall be initiated by written notice of such claim or dispute. Should the parties not settle such claims or disputes within thirty (30) days of the date of mailing of said notice or within such additional time period to which the parties agree in writing (the "Negotiation Period"), the parties agree to submit any such claim or dispute to mediation. The parties shall select a mediator within thirty (30) days of the expiration of the Negotiation Period (the "Selection Period"), either by mutual agreement or, in the absence of agreement on a mediator, by requesting during the Selection Period that the American Arbitration Association in San Francisco, California appoint a mediator. The mediation shall be commenced within thirty (30) days of the selection of a mediator by the parties or the American Arbitration Association. Except as provided herein or by written agreement of the parties, the mediation shall be conducted in San Francisco pursuant to the rules of the American Arbitration Association. Should the dispute be settled in mediation prior to litigation, each party shall bear its own costs and attorney's fees. If the parties are not able to settle the dispute through mediation per this paragraph, each party shall have all remedies entitled to such party by law or at equity. The covenants of Buyer and Seller contained in this Section 11.18 shall survive the termination of this Agreement or the close of escrow and the recordation of the Grant Deed.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

SELLER:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

KDC
By: *Thomas B. King*
AN ~~Walter R. Rhodes~~ **THOMAS B. KING**
Vice President, ~~PRESIDENT AND CHIEF~~ **EXECUTIVE OFFICER**
Strategic Sourcing and Operations Support

Date: MAY 31, 2006

APPROVED AS TO FORM:

Wendy J. Gorton 4/12/06
Attorney

BUYER:

Harold Wiegand
HAROLD WIEGAND, as joint tenant

Date: Jan. 24, 06

Rolyn Wiegand
ROLYNE WIEGAND, as joint tenant

Date: Jan. 24, 06

NOTE: BUYER AND SELLER ARE TO SPECIFICALLY ACKNOWLEDGE THEIR AGREEMENT WITH SECTION 9.1 HEREOF BY PLACING THEIR SIGNATURES WHERE INDICATED BELOW SUCH SECTION.

P.G. & E. CO
COPY

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain real property situated, lying and being in the County of Solano, State of California, described as follows, to wit:

(APN 0113-073-270)

The parcel of land conveyed by E. D. Dudley and others to Pacific Gas and Electric Company by deed dated October 22, 1928 and recorded in Book 22 of Official Records at page 425, Solano County Records, and therein described as follows:

"Beginning at a point distant 222.5 feet northerly from the northerly boundary line of "F" Street (measured at right angles thereto) and distant 100.0 feet easterly from the easterly boundary line of Fitch Street produced northerly (measured at right angles thereto) and running thence easterly parallel with the northerly boundary line of "F" Street 590.0 feet to a point in the center line of First Street; thence northerly along said last mentioned center line 41.5 feet; thence at a right angle westerly 590.0 feet; thence at a right angle southerly 41.5 feet, more or less, to the point of beginning."

EXCEPTING THEREFROM the portion thereof lying easterly of the westerly boundary lines of (i) the parcel of land described in the deed from Pacific Gas and Electric Company to Harold Wiegand and Rolyne Wiegand, husband and wife, dated December 10, 1992 and recorded in Book 93 of Official Records at page 4114, Solano County Records, and (ii) the parcel of land described in the deed from Pacific Gas and Electric Company to Russel R. Johnston and Donna L. Johnston, husband and wife, dated December 10, 1992 and recorded in Book 92 of Official Records at page 118949, Solano County Records.

The foregoing legal description of the Property may be subject to errors and omissions. The legal description of the Property shall be confirmed by the title insurer prior to conveyance of the Property to buyer. Any prospective buyer should make its own independent investigation to verify the accuracy of the legal description.

EXHIBIT B

ESCROW OPENING INSTRUCTIONS

Date: _____

Placer Title Company
21 Towne Square, 2nd Floor
Vacaville, California 95688
Attention: Tiffany Alonzo

Re: Escrow No. 503-3466
PG&E's Dixon Davis Cordelia T/L West F-H Street Property, Solano County, California

Ladies and Gentlemen:

Harold Wiegand and Rolyne Wiegand, husband and wife, as joint tenants, collectively, as Buyer under that certain Standard Purchase and Sale Agreement ("Purchase Agreement") dated _____, 2006, by and between Harold Wiegand and Rolyne Wiegand, husband and wife, as joint tenants, collectively, as Buyer, and Pacific Gas and Electric Company, as Seller, delivers to you herewith (a) three (3) fully executed originals of these Escrow Opening Instructions, (b) a copy of the fully executed Purchase Agreement and (c) a wire transfer/its certified/cashier's check in the amount of Five Hundred Ninety-Seven Dollars (\$597.00) (the "Deposit") to open escrow for the purchase of the following property: PG&E's Dixon Davis Cordelia T/L West F-H Street Property, Solano County, California (the "Property"). Please note the following information regarding the proposed sale of the Property:

1. The Assessor's Parcel No. is 0113-073-270, and SBE No. is 135-48-1E-2.
2. The Seller is Pacific Gas and Electric Company, 245 Market Street, Mail Code N10A, San Francisco, California 94105, Attention: Isabel Harris.
3. The purchase price of the Property is Eleven Thousand Nine Hundred Thirty-One Dollars (\$11,931.00).
4. All notices with regard to this escrow should be sent to the Seller at the address above.
5. The Buyer is comprised of two individuals taking title as joint tenants.
6. Closing is scheduled to occur on October 3, 2006.
7. You are hereby instructed to place the Deposit in a federally insured, interest-bearing account to earn interest for the benefit of the party entitled to the Deposit under the Purchase Agreement.
8. You are hereby authorized, without further instruction by Buyer or Seller, except as expressly provided in Section 9 of the Purchase Agreement, to comply with the terms of said Section 9 in the event that the sale of the Property shall not be consummated by reason of a default by Buyer or Seller under the Purchase Agreement. A copy of the relevant provisions of Section 9 of the Purchase Agreement is set forth on Attachment "1" attached hereto.
9. These Instructions may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
10. We wish to bring to your attention that the Purchase Agreement contains the following provision regarding confidentiality, and you are hereby directed to take all necessary steps to maintain in

strict confidence the existence of the Purchase Agreement (except as may be required by law or to perform your duties as escrow agent):

11.12 Confidentiality. Neither party shall disclose the terms of this Agreement to any third party without the prior written consent of the other party. It is understood that the confidentiality of the terms hereof is critical to preserve the financial integrity of the Property.

Please acknowledge your receipt of the Deposit and opening of escrow by executing each copy of these instructions where indicated below, and returning one (1) original of the same to Seller and Buyer at the addresses set forth above.

Very truly yours,

SELLER:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Its: _____

BUYER:

Harold Wiegand
HAROLD WIEGAND, as joint tenant

Date: Jan. 24, 06

Rolyne Wiegand
ROLYNE WIEGAND, as joint tenant

Date: Jan. 24, 06

RECEIPT AND ACKNOWLEDGMENT

In accordance with the Purchase and Sale Agreement between Pacific Gas and Electric Company, as Seller, and Harold Wiegand and Rolyne Wiegand, husband and wife, as joint tenants, collectively, as Buyer, respecting PG&E's Dixon Davis Cordelia T/L West F-H Street Property Property, Solano County, California, escrow has been opened on _____, 2006, with a deposit in the amount of Five Hundred Ninety-Seven Dollars (\$597.00) by wire transfer/cashier's check/certified check (circle one).

TITLE COMPANY:

PLACER TITLE COMPANY

By: _____

Its: _____

ATTACHMENT "1"

9. DEFAULT.

9.1 Buyer's Default.

(a) IN THE EVENT THAT THE SALE OF THE PROPERTY TO BUYER UNDER THIS AGREEMENT SHALL NOT BE CONSUMMATED BECAUSE OF A DEFAULT BY BUYER, SELLER MAY UNILATERALLY TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING WRITTEN NOTICE TO BUYER AND THE TITLE COMPANY, AS ESCROW HOLDER. THEREUPON, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS UNDER THIS AGREEMENT, AND ESCROW HOLDER IS HEREBY IRREVOCABLY INSTRUCTED BY BUYER AND SELLER TO DISBURSE THE DEPOSIT, PLUS ANY ACCRUED INTEREST THEREON, TO SELLER AS LIQUIDATED DAMAGES. IN ADDITION, ESCROW HOLDER SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, AND ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER. SELLER'S RETENTION OF THE DEPOSIT IS NOT INTENDED AS A FORFEITURE OR A PENALTY, BUT IS INTENDED TO COMPENSATE SELLER FOR DAMAGES IT WILL SUSTAIN BY REASON OF SUCH DEFAULT BY BUYER, INCLUDING DAMAGES RESULTING FROM THE REMOVAL OF THE PROPERTY FROM THE MARKET, THE LOSS OF BUSINESS AND DEVELOPMENT OPPORTUNITIES AND THE LOSS OF PROSPECTIVE INVESTMENT IN OTHER PROPERTY. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF SELLER'S ACTUAL DAMAGES AS A RESULT OF BUYER'S DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, AND THE AMOUNT PROVIDED FOR HEREIN IS A REASONABLE ESTIMATE OF SUCH DAMAGES. BY THEIR SIGNATURES BELOW, SELLER AND BUYER SPECIFICALLY ACKNOWLEDGE THEIR ACCEPTANCE AND APPROVAL OF THE FOREGOING LIQUIDATED DAMAGES PROVISION.

EXHIBIT C

JOINT ESCROW CLOSING INSTRUCTIONS

Date: _____

Placer Title Company
21 Towne Square, 2nd Floor
Vacaville, California 95688
Attention: Tiffany Alonzo

Re: Escrow No. 503-3466
PG&E's Dixon Davis Cordelia T/L West F-H Street Property, Solano County, California

Ladies and Gentlemen:

These shall constitute the Joint Escrow Closing Instructions of Pacific Gas and Electric Company ("PG&E" or "Seller") and Harold Wiegand and Rolyne Wiegand, husband and wife, as joint tenants (collectively, "Buyer") under that certain Standard Purchase and Sale Agreement dated _____, 2006, ("Purchase Agreement") with regard to the following property: PG&E's Dixon Davis Cordelia T/L West F-H Street Property, Solano County, California (the "Property").

1. **Documents and Funds.**

You shall be in a position to close escrow upon fulfillment of all of the conditions set forth below:

1.1 When you have received from the Seller and the Buyer, as indicated below, the following funds and documents:

(a) From the Seller:

(i) A Grant Deed duly executed and acknowledged by Seller conveying the Property to Buyer; and

(ii) Both California and U.S. non-foreign person affidavits ("Affidavits") executed by Seller.

(b) From the Buyer:

(i) The Deposit in the amount of Five Hundred Ninety-Seven Dollars (\$597.00);

(ii) The balance of the Purchase Price in the amount of Eleven Thousand Three Hundred Thirty-Four Dollars (\$11,334.00);

(iii) The Release and Indemnity Agreement in the form attached as Exhibit D to the Purchase Agreement ("Release Agreement"), duly executed and acknowledged by Buyer; and

(iv) Any additional funds required to pay Buyer's share of closing costs and prorations.

1.2 The Title Company shall be prepared to issue to Buyer title insurance coverage in accordance with Section 4.4 of the Purchase Agreement.

1.3 You have received telephonic confirmation from Buyer's and Seller's counsel that all of the conditions to the close of escrow to be fulfilled outside of this escrow have been fulfilled to the satisfaction of Buyer and Seller.

1.4 Upon satisfaction of the foregoing conditions, you are to inform Buyer's and Seller's counsel by telephone that all such conditions have been satisfied.

2. **Special Note: Real Property Taxes.**

Real property owned by PG&E is assessed by the California State Board of Equalization and not by the County Assessor. Property is assessed as of January 1 in each year and the tax becomes a lien on the property as of January 1 for the subsequent July 1 - June 30 tax year. Property will not be removed from the state tax rolls to the county tax rolls until the tax year following the one in which title to the property is transferred. **Therefore, if this escrow closes between January 1 and June 30, you are instructed to collect from Buyer its pro rata share of taxes for the current tax year AND the entire amount of the tax for the tax year beginning on the July 1 immediately following the close of escrow. If escrow closes between July 1 and December 31, you are instructed to collect from the Buyer its pro rata share of the taxes for the current tax year only.** PG&E has undertaken directly with the Buyer to pay property taxes due and payable for the tax years for which PG&E has collected funds from the Buyer.

3. **Steps to Close Escrow.**

When you are in a position to close escrow, you shall proceed as follows:

3.1 Record the Grant Deed and instruct the Solano County Recorder to deliver the original Grant Deed to Buyer after recording;

3.2 Record the Release Agreement and instruct the Solano County Recorder to deliver the original Release Agreement to Seller after recording;

3.3 Charge the respective accounts of Buyer and Seller for recording fees, filing fees, real property conveyance or documentary transfer taxes, title insurance premiums, notary fees, escrow fees and other costs and prorations in accordance with Sections 3.4 and 3.5 of the Purchase Agreement;

3.4 Pay to or for the account of Seller the amount of the Purchase Price, plus the prorated real property taxes for the current tax year and, if applicable, all of the real property taxes for the following tax year, and less any closing costs and prorations agreed to by Seller and in the manner directed by Seller;

3.5 Deliver conformed copies of the Grant Deed and Release Agreement with the recording information thereon, to each of Buyer and Seller;

3.6 Deliver the Affidavits to Buyer;

3.7 Deliver final escrow settlement statements to Buyer and Seller; and

3.8 Comply with any additional supplemental instructions submitted by Buyer or Seller, which are not inconsistent with these instructions.

4. **Miscellaneous.**

4.1 These instructions may not be modified except in writing executed by the undersigned or the party to be charged. If this escrow is not in a position to close by 8:00 o'clock a.m. on October 3, 2006, then you are to hold all documents and funds until further instructed by the undersigned.

4.2 These instructions may be executed in counterparts, and when taken together, the counterparts shall constitute one set of escrow instructions.

4.3 If you have any questions regarding these instructions, please contact the undersigned.

If you agree to be bound by these instructions, please acknowledge the enclosed two copies of these instructions and return one copy each to Buyer and Seller.

Very truly yours,

SELLER:

Date: _____, _____

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Its: _____

Date: 11/24/06

BUYER:

Harold Wiegand
HAROLD WIEGAND, as joint tenant

Rolyne Wiegand
ROLYNE WIEGAND, as joint tenant

RECEIPT AND ACKNOWLEDGMENT:

PLACER TITLE COMPANY

By: _____

Its: _____

EXHIBIT D

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

ISABEL HARRIS
PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street
Mail Code N10A
San Francisco, CA 94105

RELEASE AND INDEMNITY AGREEMENT

THIS RELEASE AND INDEMNITY AGREEMENT ("**Agreement**"), dated as of _____, 2006; executed by HAROLD WIEGAND and ROLYNE WIEGAND, husband and wife, as joint tenants (collectively, "**Buyer**") in favor of PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Seller**"), is entered into with reference to that certain Standard Purchase and Sale Agreement dated _____, 2006, by and between Buyer and Seller (the "**Purchase Agreement**"), pursuant to which Buyer is acquiring from Seller that certain real property described on **Attachment A** hereto and made a part hereof, and other Property more particularly described in the Purchase Agreement. Unless otherwise stated herein, all capitalized words herein shall have the meaning ascribed to them in the Purchase Agreement.

In consideration of, and as a material inducement to, Seller's sale of the Property to Buyer and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer hereby agrees as follows:

1. **Definitions.** The following terms have the meanings ascribed to them below for purposes of this Agreement:

1.1 "**Electromagnetic Fields**" or "**EMFs**" means electric and magnetic fields, electromagnetic fields, electromagnetic radiation, power frequency fields and extremely low frequency fields, howsoever designated, whether emitted by electric transmission lines, other electrical distribution equipment or by any other means.

1.2 "**Environmental Requirements**" means all applicable present and future laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, judicial, administrative and regulatory decrees, directives and judgments of all governmental agencies, departments, commissions and boards, relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, including, without limitation, all requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of Hazardous Substances, whether solid, liquid or gaseous in nature, into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, whether solid, liquid or gaseous in nature.

1.3 "**Hazardous Substances**" means any hazardous or toxic material or waste that is or becomes regulated by any local governmental authority, the State of California or the United States Government under any Environmental Requirements. For purposes of this Agreement, Hazardous Substances include, without limitation, any material or substance:

(a) now or hereafter defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste" or "toxic substance" or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) ("CERCLA"); the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Clean Water Act (33 U.S.C. §§1251 et seq.); the Safe Drinking Water Act (33 U.S.C. § 300f et seq.); the River and Harbors Act of 1899 (33 U.S.C. §§ 401 et seq.); the National Emission Standard for Hazardous Air Pollutants for Asbestos (40 C.F.R. §§ 61.140 et seq.), the OSHA Construction Standard (29 C.F.R. §§ 1926.1001 et seq.); the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); the Oil Pollution Act (33 U.S.C. § 300f et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§136 et seq.); the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.); the Atomic Energy Act of 1954, (42 U.S.C. §§2014 et seq.); the Nuclear Waste Policy Act of 1982 (42 U.S.C. §§10101 et seq.); the Medical Waste Management Act (Cal. Health and Safety Code §§25015 et seq.); the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13020 et seq.); the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Cal. Health and Safety Code §§25300 et seq.); the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 et seq.); and all rules and regulations of the United States or California Environmental Protection Agency or any successor agency, or any other state or federal department, board or agency, or any other agency or governmental board or entity having jurisdiction, as any of the foregoing have been, or are hereafter amended from time to time; or

(b) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any State of the United States or any political subdivision thereof; or which cause, or are listed by the State of California as being known to the State of California to cause, cancer or reproductive toxicity; or

(c) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons or to the environment; or

(d) that contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(e) that contains lead-based paint or other lead contamination, polychlorinated biphenyls ("PCBs") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(f) that contains radon gas.

1.4 **"Remediation"** refers to the process of, and all work and planning performed in connection with, the investigation, testing for, monitoring, remediation, containment, transportation, removal and disposal or recycling of Hazardous Substances and containers of Hazardous Substances from the Property and any other property to which Hazardous Substances originating on the Property have migrated ("**Other Property**"), and the repair and restoration of the Property and Other Property, regardless of whether such actions are required by Environmental Requirements.

2. **Generally.** It is the intent of the parties that Buyer shall (as between Seller and Buyer) bear all responsibility, cost and risk of Hazardous Substances and EMFs existing on the Property or Other Property, whether prior to and/or after the close of escrow, and the parties have taken this into account in establishing the Purchase Price for the Property. To ensure that Buyer understands the risks inherent in Buyer's execution of this Agreement, Seller has strongly advised Buyer to investigate the condition and suitability of all aspects of the Property and all matters affecting the value or desirability of the Property, including, without limitation, potential environmental hazards arising from the presence of Hazardous

Substances or EMFs on, under, about, adjacent to or affecting the Property. Buyer hereby acknowledges and confirms that it has been afforded the opportunity to, and has, as of the date hereof, performed all environmental inspections, tests and studies, including, without limitation, invasive testing and/or groundwater sampling on, under, about or adjacent to the Property, which Buyer and its environmental consultants and engineers have deemed necessary to assess the condition of the Property and to assume the risk of the release and indemnity provided for in this Agreement.

3. Release.

3.1 Buyer, for itself, and for any future owners of all or a part of the Property, and each of their respective predecessors, successors, assigns, licensees, officers, directors, employees, agents, partners, shareholders, transferees, parent and subsidiary corporations, legal representatives, heirs, beneficiaries, executors and administrators (together with Buyer, the "**Releasing Parties**") hereby fully and forever releases, exonerates, discharges and covenants not to sue Seller and/or each and all of its past, present and future officers, directors, partners, employees, agents, representatives, shareholders, attorneys, affiliates, parent and subsidiary corporations, divisions, insurance carriers, heirs, legal representatives, beneficiaries, executors, administrators, predecessors, transferees, successors (including, without limitation, lenders who become successors-in-title) and assigns (hereinafter "**Released Parties**") of, from and for any and all losses (including diminution in the value of the Property and other consequential damages), costs, claims, demands, actions, suits, orders, causes of action, obligations, controversies, debts, expenses, accounts, damages, judgments and liabilities of whatever kind or nature, and by whomsoever asserted, in law, equity or otherwise (each a "**Claim**" and, collectively, "**Claims**") that the Releasing Parties or the Property may suffer or claim to suffer, based in whole or in part on the presence, or threatened or suspected presence, generation, processing, use, management, treatment, storage, disposal, Remediation, transportation, recycling, emission or release or threatened emission or release, whether in the past, present or future, of any Hazardous Substances or EMFs on, about, adjacent to or affecting the Property.

3.2 Buyer represents and warrants to Seller that it is the sole and lawful owner of all right, title and interest in and to every Claim that Buyer purports to release herein, and that it has not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm, association, corporation or other entity, any right, title or interest in any such Claim. In the event that such representation is false, and any such Claim is asserted against any of the Released Parties, by any party or entity who is the assignee or transferee of such Claim, then Buyer shall fully indemnify, defend and hold harmless the Released Party against whom such Claim is asserted from and against such Claim and from all actual costs, fees, expenses, liabilities and damages that that party incurs as a result of the assertion of such Claim.

4. Indemnity.

4.1 Buyer agrees and covenants, at its sole cost and expense, to indemnify, protect, defend by counsel approved by Seller, and hold the Released Parties harmless, from and against any and all Claims (including, without limitation, the payment of damages, both actual and consequential, the payment of the actual fees and expenses of experts, attorneys and others and the payment of "response costs" under CERCLA or any other Environmental Requirements) arising from or relating, in whole or in part, to (a) any violation of the Environmental Requirements including, without limitation, attorneys' fees and consultants' fees, investigation and laboratory fees, court costs and other litigation expenses with respect to the Property; (b) any lawsuit brought or threatened, settlement reached, or government order relating to any Hazardous Substances on, about, adjacent to or affecting the Property; (c) the use, generation, refining, manufacture, transportation, transfer, production, processing, storage, handling or treatment of any Hazardous Substances on, under, from, or affecting the Property or Other Property; (d) the presence, disposal, dumping, escape, seepage, leakage, spillage, discharge, emission, pumping, emptying, injecting, leaching, pouring, release or threatened release of any Hazardous Substances on, under, from or affecting the Property or any Other Property; (e) any Remediation of any Hazardous Substances on, under, about or affecting the Property or any Other Property to the extent required by any

Environmental Requirements; or (f) any personal injury (including wrongful death) or property damage (real or personal) resulting from any Hazardous Substances on, under, from or affecting the Property or any Other Property.

4.2 The purpose of the foregoing indemnity is to protect Seller and the other Released Parties from expenses and obligations related to Hazardous Substances on the Property and the other Property to the fullest extent permitted by law. The Buyer's obligation to defend includes, but is not limited to, the obligation to defend claims and participate in administrative proceedings, even if they are false or fraudulent. Buyer understands and agrees that its liability to Seller shall arise upon the earlier to occur of (a) the discovery of, or the threat or suspected presence of, any Hazardous Substances on, under, about or adjacent to or affecting the Property, whether or not the United States Environmental Protection Agency, any other federal agency or any state or local environmental or other agency or political subdivision or any court, administrative panel or tribunal has taken or threatened any action in connection with the presence, or threatened or suspected presence, of any Hazardous Substances or (b) the institution of any Claims, and not upon the realization of loss or damage.

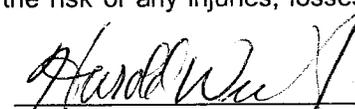
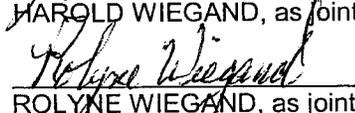
5. **Statutory Waiver.** Buyer acknowledges that it may hereinafter discover facts different from or in addition to those that it now knows or believes to be true with respect to the matters which are the subject of this Agreement, and agrees that this Agreement shall remain in effect in all respects, notwithstanding the discovery of such different or additional facts. In addition, Buyer understands and agrees that its agreements and covenants contained in this Agreement extend to all claims of any nature and kind, known or unknown, suspected or unsuspected, based in whole or in part on facts existing in the past or as of the date hereof, and in that regard, Buyer acknowledges that it has read, considered and understands the provisions of Section 1542 of the California Civil Code which reads as follows:

Section 1542. General Release

A general release does not extend to claims which a creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Based upon the advice of its counsel, Buyer knowingly and voluntarily waives and relinquishes any and all rights that it may have under Section 1542 as well as under the provisions of all comparable, equivalent, or similar statutes and principles of common law or other decisional law of any and all states of the United States or of the United States. Buyer understands and acknowledges the significance and consequences of this waiver and hereby assumes the risk of any injuries, losses or damages that may arise from such waiver.

Buyer:


HAROLD WIEGAND, as joint tenant

ROLYNE WIEGAND, as joint tenant

6. **Notice by Buyer.** Buyer shall promptly notify Seller of any notice of potential liability for costs of Remediation, and following such notification (or the determination by Seller of its potential liability for such costs) provide such information and reports with respect to such potential liability and the status of Hazardous Substances or EMFs on the Property or Other Property as Seller shall reasonably request.

7. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller as follows:

7.1 Buyer has in all respects voluntarily and knowingly executed this Agreement.

7.2 Buyer has had an opportunity to seek and has sought independent legal advice from attorneys of his or its choice with respect to the advisability of executing this Agreement.

7.3 Buyer has made such investigation of the facts pertaining to this Agreement as it deems necessary.

7.4 The terms of this Agreement are contractual and are the result of negotiation between Buyer and Seller.

7.5 This Agreement has been carefully read by Buyer and the contents hereof are known and understood by Buyer.

8. **Mediation.** In the event any dispute arises concerning the enforcement and/or interpretation of this Agreement, including, but not limited to, any claim that either party has breached this Agreement, or any dispute concerning Hazardous Substances, the parties agree to attempt initially to settle such claims or disputes in good faith between themselves. Said obligation to discuss settlement of such claims or disputes shall be initiated by written notice of such claim or dispute. Should the parties not settle such claims or disputes within thirty (30) days of the date of mailing of said notice or within such additional time period to which the parties agree in writing (the "Negotiation Period"), the parties agree to submit any such claim or dispute to mediation. The parties shall select a mediator within thirty (30) days of the expiration of the Negotiation Period (the "Selection Period"), either by mutual agreement or, in the absence of agreement on a mediator, by requesting during the Selection Period that the American Arbitration Association in San Francisco, California appoint a mediator. The mediation shall be commenced within thirty (30) days of the selection of a mediator by the parties or the American Arbitration Association. Except as provided herein or by written agreement of the parties, the mediation shall be conducted in San Francisco pursuant to the rules of the American Arbitration Association. Should the dispute be settled in mediation prior to litigation, each party shall bear its own costs and attorney's fees. If the parties are not able to settle the dispute through mediation per this paragraph, each party shall have all remedies entitled to such party by law or at equity.

9. **Miscellaneous.**

9.1 Buyer acknowledges (a) this Agreement is the result of extensive good faith negotiations between Buyer and Seller through their respective counsel, (b) Buyer's counsel has carefully reviewed and examined this Agreement before execution by Buyer, and (c) any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

9.2 In the event that any party shall bring an action to enforce its rights under this Agreement, or relating to the interpretation hereof, whether for declaratory or other relief, the prevailing party in any such proceeding shall be entitled to recover from the other party reasonable attorneys' fees and all costs, expenses and disbursements that the prevailing party incurred in connection with such proceeding and any appeal thereof (including, but not limited to, the reasonable costs of discovery, investigation, preparation for trial, professional or expert consultation and testimony). A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. For purposes hereof, the reasonable fees of Seller's in-house attorneys who perform services in connection with any such action are recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by Seller's Law Department. Any such fees and costs incurred prior to judgment, award, or decree may be included in any judgment, award or decree entered in such proceeding in favor of the prevailing party. Any such fees, costs and expenses incurred by the prevailing

party in enforcing a judgment, award or decree in its favor shall be recoverable separately from and in addition to any other amount included in such judgment, award or decree. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

9.3 This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of Buyer and Seller. No transfer of an interest in the Property or this Agreement by Buyer or its assignees shall operate to relieve Buyer of its obligations hereunder.

9.4 The failure of Seller to insist upon strict compliance with any of the terms hereof shall not be considered to be a waiver of any of such terms, nor shall it militate against the right of Seller to insist upon strict compliance herewith at any later time.

9.5 This Agreement shall not constitute or be construed as an admission of liability or fact by Seller for any purpose whatsoever.

9.6 Buyer shall execute, acknowledge and deliver to Seller all documents, and shall take all actions reasonably required by Seller from time to time to confirm or effect the matters set forth herein, or otherwise to carry out the purposes of this Agreement.

9.7 The representations, warranties, covenants, and agreements of Buyer contained in this Agreement shall survive the close of escrow and the delivery of all the documents referenced in the Purchase Agreement.

9.8 Time is of the essence of this Agreement.

9.9 This Agreement shall be governed by the laws of the State of California. Seller and Buyer agree that the venue of any action, proceeding or counterclaim on any matter whatsoever arising out of or in any way connected with this Agreement shall be in the County of San Francisco, California.

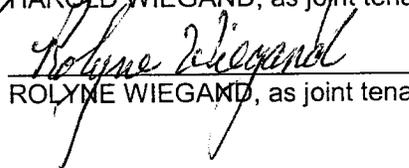
9.10 Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, and the validity of the remainder shall remain unaffected.

9.11 This Agreement sets forth the entire understanding of Buyer and Seller in connection with the subject matter hereof, and Buyer acknowledges that Seller has made no statement, representation or warranty relating to the Property or any Other Property upon which Buyer has relied or that acted as an inducement for Buyer to enter into this Agreement. Buyer's obligations under this Agreement may not be altered or amended in any respect except by a writing executed by both Buyer and Seller.

IN WITNESS WHEREOF, Buyer has caused this Agreement to be duly executed as of the date first written above.

Buyer:


HAROLD WIEGAND, as joint tenant


ROLYNE WIEGAND, as joint tenant

ATTACHMENT A
LEGAL DESCRIPTION

All that certain real property situated, lying and being in the County of Solano, State of California, described as follows, to wit:

(APN 0113-073-270)

The parcel of land conveyed by E. D. Dudley and others to Pacific Gas and Electric Company by deed dated October 22, 1928 and recorded in Book 22 of Official Records at page 425, Solano County Records, and therein described as follows:

"Beginning at a point distant 222.5 feet northerly from the northerly boundary line of "F" Street (measured at right angles thereto) and distant 100.0 feet easterly from the easterly boundary line of Fitch Street produced northerly (measured at right angles thereto) and running thence easterly parallel with the northerly boundary line of "F" Street 590.0 feet to a point in the center line of First Street; thence northerly along said last mentioned center line 41.5 feet; thence at a right angle westerly 590.0 feet; thence at a right angle southerly 41.5 feet, more or less, to the point of beginning."

EXCEPTING THEREFROM the portion thereof lying easterly of the westerly boundary lines of (i) the parcel of land described in the deed from Pacific Gas and Electric Company to Harold Wiegand and Rolyne Wiegand, husband and wife, dated December 10, 1992 and recorded in Book 93 of Official Records at page 4114, Solano County Records, and (ii) the parcel of land described in the deed from Pacific Gas and Electric Company to Russel R. Johnston and Donna L. Johnston, husband and wife, dated December 10, 1992 and recorded in Book 92 of Official Records at page 118949, Solano County Records.

The foregoing legal description of the Property may be subject to errors and omissions. The legal description of the Property shall be confirmed by the title insurer prior to conveyance of the Property to buyer. Any prospective buyer should make its own independent investigation to verify the accuracy of the legal description.

EXHIBIT E
INTENTIONALLY OMITTED

EXHIBIT F
INTENTIONALLY OMITTED

EXHIBIT G

NATURAL HAZARD DISCLOSURE STATEMENT

[SEE ATTACHED]



Commercial Natural Hazard Disclosure Report

Property Address: 230 W F St,
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SELLER(S) ACKNOWLEDGEMENT AND DISCLOSURES

This section is provided for the Seller's convenience in providing certain disclosures that may be applicable to the property and this transaction. This section is to be completed by the seller or their agent and provided to the purchaser. The following disclosures are provided by:

<input type="checkbox"/> Seller or	<input type="checkbox"/> Seller(s) Agent	_____	_____
			Date
<input type="checkbox"/> Seller or	<input type="checkbox"/> Seller(s) Agent	_____	_____
			Date

Seller Disclosure – Earthquake Safety

This structure was built prior to 1975 and has walls of (i) pre-cast (e.g. tilt-up) concrete or reinforced masonry together with wood frame floors or roofs or is constructed of (ii) un-reinforced masonry

Yes _____ No _____ Do not know _____

Not applicable

If (1) the improvements on the property were constructed prior to 1975, and (2) said improvements include structures with (i) pre-cast (e.g. tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs or (ii) un-reinforced masonry walls, Buyer must be provided with a copy of the *Commercial Property Owner's Guide to Earthquake Safety* (copy included with this report) published by the California Seismic Safety Commission (California Government Code §8893 et seq.). This booklet explains that owners of un-reinforced masonry buildings in Seismic Zone 4 (most of California) who have received notice that their buildings have load-bearing un-reinforced masonry walls must post their buildings with signs warning that they may be unsafe in an earthquake (California government Code §8875.8). This information is provided by the Seller or Broker. JCP has not validated this information in any way and takes no responsibility for its accuracy.

Seller Disclosure – Water Heater Bracing Installation

Yes _____ No _____ Do not know _____ No Free Standing Water Heater _____

If the property contains one or more water heaters, Seller is required by California Health and Safety Code §19211 to certify to the Buyer that all such water heaters have been braced, strapped and/or anchored in accordance with law. This water heater bracing installation information is provided by the Seller or Broker. JCP has not validated this information in any way and takes no responsibility for its accuracy.

Seller Disclosure – Title Insurance is provided by the Purchase Agreement.

Yes _____ No _____ Do not know _____

This Title Insurance information is provided by the Seller or Broker. JCP has not validated this information in any way and takes no responsibility for its accuracy. In the event that the Purchase Agreement does not at present provide that title insurance will be obtained, Buyer is strongly urged to consider purchasing such insurance, and, in accordance with California civil Code §1057.6, is advised as follows:

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

END SELLER'S DISCLOSURES. BEGIN REPORT RECEIPT AND ADDITIONAL THIRD PARTY DISCLOSURES

BUYER(S) ACKNOWLEDGEMENT

I (WE) HAVE READ AND UNDERSTOOD THE ABOVE SELLER'S DISCLOSURES AS WELL AS THE NATURAL HAZARD, MILITARY ORDNANCE, AND AIRPORT INFLUENCE AREA DISCLOSURES, AND MOLD ADVISORY CONTAINED IN THIS REPORT.

Signature of Buyer

Signature of Buyer

Date *1/24/06*

Date *Jan. 24, 06*



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NATURAL HAZARD DISCLOSURES

THE SUBJECT REAL PROPERTY LIES WITHIN THE FOLLOWING AREA(S):

1. A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency.
 Yes No Do not know and information not available from local jurisdiction

JCP determination based on the officially adopted maps:

NOT in a Special Flood Hazard Zone. Located in Zone 'C' as per the letter of map revision dated 5/11/98 by Matthew B. Miller of the Federal Emergency Management Agency.

2. AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.
 Yes No Do not know and information not available from local jurisdiction

JCP determination based on the officially adopted maps:

In an Area of Potential Flooding Caused By Dam Failure according to the maps adopted by The State of California Office of Emergency Services. Refer to the explanation section below for more information on this zone.

3. A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.
 Yes No

JCP determination based on the officially adopted maps:

NOT in an area of Very High Fire Hazard Severity Zone as defined on the State level maps (Gov. Code 51178). A local agency may exclude or include additional fire zones at their option. Concerned parties should contact their local fire services for more information.

4. A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISK AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the State's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.
 Yes No

JCP determination based on the officially adopted maps:

NOT in an official State Responsibility Area. Fire protection services for structures in this area are provided by local fire departments.



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5. AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.
Yes _____ No X

JCP determination based on the officially adopted maps:
NOT in an official Earthquake Fault Zone. There are no mapped active fault traces on the property. See the Alquist-Priolo Earthquake Fault explanation section for additional information.

6. A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.
Yes (Landslide Zone) ___ Yes (Liquefaction Zone) ___
No ___ Map not yet released by state X

JCP determination based on the officially adopted maps:
In an area not included on the current inventory of Official Seismic Hazard Maps. Maps may become available for this area in the future. For more information on this Act or when maps may become available, contact the California Geological Survey or visit their website at <http://www.consrv.ca.gov/dmg/shezp/>.

7. County Level Geologic and Seismic Zone Information

Based on the officially adopted natural hazard maps in the County's General Plan, the site is:

Located in an area of Prime Agricultural Soils with High Water Tables-Subject to Liquefaction as shown on the adopted General Plan maps used in this report. This zone designation is considered a geologic hazard area. Also located in Slope Instability Zone 1-2. See the County Geologic Zones Explanation included with this report for more information.

8. City Level Geologic Hazard Zone Determination

Based on the officially adopted natural hazard maps in the City's General Plan, the site is:

Located in either an unincorporated area or does not have officially adopted mapped information available at this time from which a geologic determination can be made.



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Other Risk Exposures

The descriptions, explanations and natural hazard disclosures provided in this report are not intended to be full and complete disclosures of all possible hazards and their effects to the Buyer and/or the property. Identified natural hazards and any others that may exist but are not addressed in this report may limit the ability to develop the real property, to obtain insurance, or to receive assistance after a disaster. In the event this document indicates the property is affected by one or more natural hazards, buyer(s) and seller(s) are advised to:

1. Review the applicable laws in their entirety.
2. Seek advice of counsel as to any legal consequences of the disclosed items.
3. Retain appropriate consultants to review and investigate the impact of said disclosures. On-site inspections and/or due diligence assessments by appropriately licensed engineers and experts are recommended prior to completing a real estate, loan, or insurance transaction.

EXPLANATIONS OF HAZARD ZONES

SPECIAL FLOOD HAZARD AREA

Property in a Special Flood Hazard Area "A" or "V" is subject to flooding in a "100-year rainstorm." Federally connected lenders are required to have homeowners maintain flood insurance in these zones. A 100-year flood occurs on average once every 100 years, but may not occur in 1,000 years or may occur in successive years. Other types of flooding, such as dam failure, are not considered in developing these zones. In some cases, the insurance requirement may be waived or modified by obtaining a "Letter of Map Revision" (LOMR) or "Letter of Map Amendment" (LOMA) from the Federal Emergency Management Agency (FEMA). This might be possible where flooding is shallow and fill was placed on the site, appropriate flood control measures were taken, or only the lot and no part of the structure is in the zone. Contact FEMA directly for more information. Flood insurance for properties in Zones B, C, X or D is available but is not required.

Zones A, AO, AE, AH, A1-A30: Area of "100-year" flooding - a 1% or greater chance of annual flooding.

Zones V, V1-V30: Area of "100-year" flooding in coastal (shore front) areas subject to wave action.

Zone B: Area of moderate flood risk. These are areas between the "100" and "500" year flood-risk levels.

Zones X: An area of moderate to minimal flood risk

Zones C, D: NOT IN an area of "100-year" flooding. Area of minimal (Zone C) or undetermined (Zone D) flood hazard.

AREA OF POTENTIAL FLOODING (DAM FAILURE)

These areas are subject to potential flooding in the event of a sudden and total failure of a dam and injury could occur as a result. Most areas are defined assuming an instantaneous dam failure with a full reservoir. However, dams rarely fail instantaneously and reservoirs are not always filled to capacity. Not all dams in the state have inundation zones mapped. There may be exceptional conditions where such a map was not required by the OES; therefore, the zones are not delineated.

VERY HIGH FIRE HAZARD SEVERITY ZONE (VHFHSZ)

VHFHSZs are defined by the California Department of Forestry and Fire Protection (CDF) and local fire authorities in "Local Responsibility Areas" where fire suppression is the responsibility of a local fire department. In these zones properties may have a higher risk for fire damage and are required to have a "Class A" roof for new construction or replacement of existing roofs. In addition, the property must be maintained in a fire-resistant condition through adequate vegetation clearance around and above the structure, spark screens on chimneys and stovepipes, leaf removal from roofs, and other basic fire-safety practices. Contact your fire department for a complete list of requirements and exceptions.



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WILDLAND FIRE AREA (STATE RESPONSIBILITY AREA)

A wildland area where the CDF's fire protection services are responsible for suppressing fires is called a "State Responsibility Area" (SRA). These are generally rural areas where a significant wildland fire potential exists. Unless the county has assumed the fire suppression responsibility or has an agreement with a local fire agency, property owners in an SRA are responsible for organizing structural fire protection services. Such information is not available on maps; therefore, it can't be provided here. For very isolated properties with no local fire services there may be significant fire risk or only seasonal fire services. Property owners in an SRA are required to maintain adequate vegetation clearance around and above the structure, spark screens on chimneys and stovepipes, and other basic fire-safety practices. Contact your fire department for a complete list of requirements and exceptions.

EARTHQUAKE FAULT ZONE

Earthquake Fault Zones are delineated and adopted by California as part of the Alquist-Priolo Earthquake Fault Zone Act of 1972. Property in an Earthquake Fault Zone does not necessarily have a fault trace existing on the site. Earthquake Fault Zones are areas or bands delineated on both sides of known active earthquake faults. In some places, the zones are more than one-quarter of a mile wide. The potential for "fault rupture" damage (ground cracking along the fault trace) is relatively high only if a structure is located directly on a fault trace. If a structure is not on a fault trace, shaking will be the primary effect of an earthquake. During a major earthquake, shaking will be strong in the vicinity of the fault and may be strong at some distance from the fault depending on soil and bedrock conditions. It is generally accepted that properly constructed wood-frame houses are resistant to shaking damage.

SEISMIC HAZARD MAPPING ACT ZONE

Seismic Hazard Zone maps delineate areas subject to earthquake hazards. New development in a Seismic Hazard Zone is only permitted if it can be shown that mitigation makes the site acceptably safe. Maps are only available for limited areas now, but will eventually cover all of California. The hazards addressed are or will be: liquefaction, enhanced ground shaking, earthquake induced landslides, and various other ground failures. The first release of maps only addresses liquefaction and/or landslide zones.

Liquefaction Hazard Zones are areas where there is a potential for, or an historic occurrence of liquefaction. Liquefaction is a rare soil phenomenon that can occur when loose, water saturated, fine-grained sands, and silty sands that lie within 50 feet of the ground surface, are shaken in a significant earthquake. The soil temporarily becomes liquid-like and structures may settle unevenly.

Earthquake-Induced Landslide Hazard Zones are areas where there has been a recent landslide, or where the local slope, geological, geotechnical, and ground moisture conditions indicate a potential for landslides as a result of earthquake shaking.



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SOLANO COUNTY GEOLOGIC ZONES DISCUSSION

The County of Solano, separately from the State and Federal governments, has officially produced a map to delineate potential slope instability hazards that are recognized at the local level. Those hazard maps are incorporated into the Seismic Safety section of the General Plan, adopted by the County Board of Supervisors in 1977. The local-level disclosure in this JCP report was based on the following official County map(s): "Seismic and Geological Hazards Map", "Flood Hazard Map", and "Slope Stability Categories Map" prepared by Sedway/Cooke (incorporated by reference into the General Plan).

The hazard zones delineated on the above map source, in addition to the statutorily-required State and Federal hazard maps, are typically considered by the County when approving land use and development permit applications under County jurisdiction. Additional maps exist in the General Plan and other maps, including updated versions of the above-referenced map(s), may exist in the files of specific County departments. Those additional map sources were not consulted for this JCP disclosure because parcel-level details cannot be resolved at the scale and quality of the available official map, or the map is inappropriate for application to this report, or the map has not yet been officially adopted and incorporated into the County's Safety Element. As mapping technology advances, JCP later may determine that some additional map sources become usable for parcel-level disclosure. The County map defines five zones representing the average slope stability conditions for an area. The mapped County hazard zones represent evaluations of generalized hazard information. Any specific site within a mapped "Slope Instability Zone" could be at less or more relative risk than is indicated by the zone designation. If a site-specific evaluation is desired, JCP recommends that a geotechnical consultant be retained to study the site and issue a report.

The official County-level information addresses the potential geologic and seismic hazards itemized below:

FAULT

Active Fault Zones represent areas that contain faults which have been active either during historic or Holocene (the last 11,000 years) times. These zones may or may not coincide with state of California Earthquake Fault Zones. If a property is located in this zone, it does not necessarily mean that an active fault trace is on or near the property. It does mean that the risk of fault rupture is greater in this zone than in other zones defined by the County. For further discussion of active faults, see the section on Earthquake Fault Zones above.

Potentially Active Fault Zones represent areas that may contain "potentially active" faults. These faults have been active sometime within the last 1.6 million years, but have had no recent historical activity. Some faults are included in this category, as well, when it cannot be determined accurately whether the fault is active or potentially active; the Franklin, Southhampton, northern extension of the Green Valley, Vaca Valley, Midland, Lagoon Valley, and Kirby Hills Faults fall into this category.

LIQUEFACTION POTENTIAL

Liquefaction is a liquid-like condition of the soil that sometimes occurs during strong earthquake shaking where groundwater is close to the surface and the subsurface materials are loose and lack cohesion. These factors can combine to produce liquefaction only in certain areas, and only during strong earthquake shaking.

SLOPE INSTABILITY ZONE

Slope Instability Zones 1-2: Represents areas of 0-15% slope gradient that are not underlain by known landslide deposits. Although generally stable, locally steep slopes (such as along water courses) may be susceptible to slope failure.

Slope Instability Zone 3: Zone 3 represents areas of greater than 15% slope that are not underlain by landslide deposits; however, this zone may include small unmapped landslides or small areas of unstable bedrock.

Slope Instability Zone 4: Zone 4 represents areas of greater than 15% slope that are underlain by bedrock units that are highly susceptible to landsliding, but which are not underlain by landslide deposits.

Slope Instability Zone 5: Zone 5 represents areas of 0-90% slope that are underlain by, or are immediately adjacent to, landslide deposits

TSUNAMI

Tsunamis (often called "tidal waves") are large ocean waves generated by large undersea earthquakes. A tsunami exists as a threat primarily to low-elevation coastal areas, but such damaging waves are uncommon.

DAM INUNDATION

Dam Failure Inundation Areas were defined using the assumption of an instantaneous dam failure with the reservoir full to capacity. However, dams rarely fail instantaneously, and reservoirs are not filled to capacity at all times. Dam inundation areas are subject to flooding in the event of a dam failure.



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CITY-LEVEL GEOLOGIC AND SEISMIC ZONES DISCUSSION

This disclosure report reviews the officially adopted geologic hazard maps in the Safety Element that each incorporated city in California is required to include in its General Plan. The city the subject property is located in has either not officially adopted hazard zonation maps in its General Plan at an appropriate scale to delineate where hazards may exist on a single parcel basis or will not make such maps available outside city offices. However, potential natural hazards may exist and be delineated on other sources used by the city in its Planning, Engineering, or Building Departments. Such potential sources are not reviewed in this report.

All parties should be aware that California is "earthquake country." Faults that may exist in this City or in neighboring regions could cause earthquake shaking or other fault related phenomena at the property. Other geologic hazards such as, but not limited to liquefaction (a type of soil settling that can occur when loose, water-saturated sediments are shaken significantly in an earthquake) may occur in certain valley floor areas and landslides are a possibility in any hillside area.

NOTE: County and city-level information sources are developed independently of each other and do not necessarily define or delineate hazards in the same way. A site can be *in* a geologic hazard zone according to the city and *not in* zone according to the county and vice versa. Cities and counties may use other information in addition to their General Plan sources to determine if hazards exist at a site or which sites may require geologic studies prior to new or additional construction. Such information could be a material fact to be disclosed in addition to General Plan information.

Additional natural hazards may exist and be delineated on other sources used by the City in its Planning, Engineering, or Building Departments. Such potential sources are not reviewed in this report. To investigate other sources of natural hazard information that may be available and used at the city level, contact the city Engineering, Planning or Building Departments.

• • • **END OF LOCAL AREA DISCLOSURES AND DISCUSSIONS SECTION** • • •



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FORMER MILITARY ORDNANCE SITE DISCLOSURE

Determination

The subject property is **NOT WITHIN** one mile of a Formerly Used Defense (FUD) site containing military ordnance.

RAC Scoring: A risk assessment procedure was developed by U.S. Army Corps of Engineers (USACE) to prioritize the remedial actions at FUD sites. Each FUD site is given a Risk Assessment Code (RAC) score to describe the site status. The risk assessment is based on the best available information resulting from records searches, reports of Explosive Ordnance Disposal (EOD) detachment actions, field observations, interviews, and measurements. The RAC is dependent on two factors: hazard severity and probability.

Discussion

FUD sites can include sites with common industrial waste (such as fuels), ordnance or other warfare materiel, unsafe structures to be demolished, or debris for removal. NOTE: most FUDS sites do not contain unexploded ordnance. California Civil Code 1102 requires disclosure of those sites containing unexploded ordnance. "Military ordnance" is any kind of munitions, explosive device/material or chemical agent used in military weapons. Unexploded ordnance are munitions that did not detonate. Only those FUD sites that the USACE has identified to contain Military Ordnance or have mitigation projects planned for them are disclosed in this report. Additional sites may be added as military installations are released under the Base Realignment and Closure (BRAC) Act. Active military sites are NOT included on the FUDS list.

AIRPORT INFLUENCE AREA DISCLOSURE

Based on certain mapped Airport Influence Areas determined by a County Airport Land Use Commission, the following determination can be made:

The property IS NOT IN an Airport Influence Area .

Discussion

An "airport influence area," also known as an "airport referral area," is the area in which current or future airport-related noise, over flight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses as determined by an airport land use commission.

JCP uses the current Airport Influence Area maps provided to us by County Airport Land Use Commissions. The inclusion of military and private airports varies by County and therefore, depending on the County, military and private airports may or may not be included in this disclosure.



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MOLD ADVISORY

The Buyer is hereby advised that naturally occurring molds may exist both inside and outside of any home and may not be visible to casual inspection. Persons exposed to extensive mold levels can become sensitized and develop allergies to the mold or other health problems. Extensive mold growth can damage a structure and its contents. All prospective purchasers of residential and commercial property are advised to thoroughly inspect the subject property for mold. Be sure to inspect the property inside and out for sources of excess moisture, current water leaks and evidence of past water damage.

For molds to grow and reproduce, they need only a food source - any organic material, such as leaves, wood, paper, or dirt and moisture. Because molds grow by digesting the organic material, they gradually destroy whatever they grow on. Mold growth on surfaces can often be seen in the form of discoloration, frequently green, gray, brown, or black but also white and other colors.

As part of a buyer's physical inspection of the condition of a property, the buyer may consider engaging an appropriate and qualified professional to inspect and test for the presence of harmful molds and to advise the buyer of any potential risk and options available. This advisory is not a disclosure of whether harmful mold conditions exist at a property or not. JCP Geologists has not performed testing or inspections of any kind. Any use of this form is acknowledgement and acceptance that JCP does not disclose, warrant or indemnify mold conditions at a property in any way and is not responsible in any way for mold conditions that may exist. Information is available from the California Department of Health Services Indoor Air Quality Section fact sheet entitled, "Mold in My Home: What Do I Do?" The fact sheet is available at www.cal-iaq.org or by calling (510)540-2476.

The Toxic Mold Protection Act of 2001 requires that information be developed regarding the potential issues surrounding naturally occurring molds within a home. Information was written by environmental authorities for inclusion in the *Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants* booklet developed by the California Environmental Protection Agency and the Department of Health Services. It is found in Chapter VI of that booklet, and includes references to sources for additional information.

For local assistance, contact your County or City Department of Health, Housing, or Environmental Health.

CONFIRMATION OF COVERAGE AND INDEMNIFICATION

JCP Geologists has prepared a Natural Hazard Disclosure Report for the subject property identified above. This Confirmation of Coverage Statement applies only to the current transaction for which this JCP report was prepared, as of the date this report was prepared.

This statement is confirmation that JCP Geologists is included as an insured under a \$20 million Professional Liability policy for errors & omissions arising from the services JCP performs. Coverage, which is subject to specific terms and conditions in the policy, is provided for damages JCP is obliged to pay as a result of its negligent acts, errors or omissions arising out of its Natural Hazard Disclosure Professional Services provided for the above referenced residential property as of the date this report was prepared.

JCP's Professional Liability insurance policies contain an agreement which, subject to the specific terms and conditions contained in the policy, indemnifies and provides defense of the Clients of JCP against claims caused by the negligent acts, errors or omissions of JCP that fall within the scope of a contractual indemnification obligation of JCP to its Clients. For this purpose, Clients of JCP are the contractual parties to this transaction and their respective real estate agents for which JCP has provided professional services.

Date: 10/13/2005

By: JCP Geologists

Scott Roecklein, Sr. Vice President
First American Natural Hazard Disclosures





Commercial Natural Hazard Disclosure Report

Property Disclosure Reports

Property Address: 230 W F St,
Dixon, Solano County, CA 95620

APN: 0113 073 27 0

Date: 10/13/2005

Report Number:

2005101300074

Terms & Conditions

JCP Geologists (JCP) provides this Commercial Natural Hazard Disclosure Report as a disclosure of certain mandated natural hazard information and transmission of certain Seller provided disclosures. It provides the investor with an early cost-effective guide to aid in due diligence commitments or decision making prior to entering into purchase negotiations for a prospective property asset. Use of this report is acknowledgement of and agreement to abide by all Terms and Conditions set forth in this report.

The report is specifically prepared for the land parcel(s) identified by Assessor Parcel Number(s) (APN's) or developer's Tract and Lot numbers supplied to JCP by the client (or reasonably inferred from current owner information if that was supplied instead). In the event that the parcel identification provided us is incomplete, the subject property is assumed to comprise a single land parcel and is identified for the purposes of this report by the corresponding single APN. All parties understand that the information provided in the disclosures does not apply to any other assessors parcel number other than those identified in this report.

For the Natural Hazard Disclosures, JCP examines only the following maps: (a) NFIP Flood Insurance Rate Maps, (b) California Office of Emergency Services Dam Failure Inundation maps, (c) AB 6. Real Estate: disclosure (CDF) maps, (d) Alquist-Priolo Earthquake Fault Zone maps, (e) California Seismic Hazards Mapping Act maps (where available) (f) certain LOMR's or LOMA's (not all that exist may be available to JCP), (g) certain natural hazard Safety Element maps adopted by the county as part of its General Plan's Safety Element, (h) geologic and seismic hazard maps adopted by the city as a part of its General Plan's Safety Element only for location of the above property as identified by the seller or seller's agent. JCP relies on these official sources for the information in this report and does not produce, maintain or verify the information. Other hazard or disclosure information that may exist in a jurisdictional Safety Element, General Plan or any other source is not provided in this report. The following procedures and limitations apply to all of the disclosures on all pages of this report. Our services include, where appropriate, use of the assessors rolls, cadastral-type maps, photographic enlargements of maps and various cartographic techniques to locate the site on the appropriate map. The determination is made as accurately as reasonably possible using these said maps. For purposes of defining property lines, the assessor's parcel number and parcel maps are used. Any errors in the assessor's rolls may affect the determination procedures and JCP will not be liable for such errors

Decisions by jurisdictions relative to required studies, reports, etc. may be made using the information disclosed in this report, as well as other information in their files and/or local ordinances and procedures. Additional information which may be material to this transaction may exist in other sources not used in this report; however, research of such possible sources of the information in such sources is beyond the scope of this report and will not be reported here. The disclosure information in this report cannot be construed as a substitute for a geologic or engineering study nor that a city or county will not require such studies. No visual examination of the subject site was performed nor was a study of any jurisdiction's files or other sources made to determine the existence of any hazard which may exist on the site. This report is for the purpose of certain map-based, real estate transaction disclosures only and is not a substitute for the broker/agent property inspection. Due to changes disclosure maps, laws and contractual parties, this report cannot be relied upon for other properties or for future transactions of the subject property. **All parties should be aware that the information is subject to change.** JCP is not responsible for advising parties of any changes that may occur after the date of this report. Upon request within six months of issuing this report, JCP will update the report for no additional charge for the same transaction.

All representations regarding earthquake safety, water heater bracing, and title insurance presented in this report are provided for the buyer's convenience by the seller(s) or agent(s) of the subject property. JCP has not validated this information and takes no responsibility for its accuracy.

If any party to this transaction has concerns relative to the stability or condition of the property or if "red flags" are observed during any party's inspection, we suggest that a consultant be retained to study the site and render an opinion. This report is provided for the single property for which it was issued as of the date of this report, and has been prepared for the exclusive use of the current seller(s), their agent(s), and potential buyers of this property. The findings are not intended for use by other parties and may not contain sufficient information for the purposes of other parties or other uses. Our professional services are performed using a degree of care and skill ordinarily exercised under similar circumstances by reputable consultants. No other warranty, expressed or implied, is made as to the professional advice presented in this report.

EXHIBIT H
DISCLOSURE EXHIBIT

NONE.

LD 2107-01-0525

2004202 (22-04-199) 11 04 1

Sale of Dixon Davis Cordelia T/L Fee Strip in Dixon (SBE 135-48-1E-2)

RECORDING REQUESTED BY AND RETURN TO:

Harold and Rolyne Wiegand
6144 Silveyville Road
Dixon, California 95620

Location: City/Uninc _____

Recording Fee _____

Document Transfer Tax \$ _____

- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

GRANT DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, hereby grants to HAROLD WIEGAND and ROLYNE WIEGAND, husband and wife, as joint tenants, hereinafter called Grantees, the real property, situate in the City of Dixon, State of California, described as follows:

(APN 0113-073-270)

The parcel of land conveyed by E. D. Dudley and others to Pacific Gas and Electric Company by deed dated October 22, 1928 and recorded in Book 22 of Official Records at page 425, Solano County Records, and therein described as follows:

“Beginning at a point distant 222.5 feet northerly from the northerly boundary line of “F” Street (measured at right angles thereto) and distant 100.0 feet easterly from the easterly boundary line of Fitch Street produced northerly (measured at right angles thereto) and running thence easterly parallel with the northerly boundary line of “F” Street 590.0 feet to a point in the center line of First Street; thence northerly along said last mentioned center line 41.5 feet; thence at a right angle westerly 590.0 feet; thence at a right angle southerly 41.5 feet, more or less, to the point of beginning.”

EXCEPTING THEREFROM the portion thereof lying easterly of the westerly boundary lines of (i) the parcel of land described in the deed from Pacific Gas and Electric Company to Harold Wiegand and Rolyne Wiegand, husband and wife, dated December 10, 1992 and recorded in Book 93 of Official Records at page 4114, Solano County Records, and (ii) the parcel of land described in the deed from Pacific Gas and Electric Company to Russel R. Johnston and Donna L.

MAIL TAX STATEMENTS TO:

Name	Address	Zip

Johnston, husband and wife, dated December 10, 1992 and recorded in Book 92 of Official Records at page 118949, Solano County Records.

Reserving to PG&E the right to suspend, replace, remove, maintain and use its existing crossarms, wires and cables together with the right to suspend, replace, remove, maintain and use such additional crossarms, wires and cables (supported by or suspended from poles, towers or other structures located on lands adjacent to said real property) as PG&E shall from time to time deem to be reasonably required for the transmission and distribution of electric energy, and for communication purposes, including the right to assign the communication rights to a communications common carrier, and also a right of way, on, along and in all of said real property.

Further reserving to PG&E the right:

(a) to use said real property to provide access to any of PG&E's easements and facilities on lands adjacent to said real property;

(b) from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on said real property which in the opinion of PG&E may be a hazard to any of said facilities by reason of the danger of falling thereon, or may interfere with the exercise of PG&E's rights reserved herein; provided, however, that all trees which PG&E is hereby authorized to cut and remove, if valuable for timber or wood, shall be the property of Grantees, but all tops, lops, brush and refuse wood shall be burned or removed by PG&E; and

(c) to install, maintain and use gates in all fences which now cross or shall hereafter cross said real property.

Grantees shall have the right to use said real property for purposes which will not interfere with PG&E's full enjoyment of the rights hereby reserved; provided that:

(a) Grantees shall submit to PG&E for approval, plans for any development of said real property. Said plans shall be sent to: Pacific Gas and Electric Company, Attention: Land Agent, 343 Sacramento Street, Auburn, California 95603;

(b) Grantees shall not erect or construct any building or other structure, including but not limited to fences, sheds, tool houses and animal shelters, or drill or operate any well, or construct any reservoir or other obstruction or diminish or substantially add to the ground level in said real property, without the written consent of PG&E; and

(c) Grantees shall not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on said real property, so as to constitute, in the opinion of PG&E, a hazard to any of said facilities.

This grant is made subject to all valid and existing contracts, leases, licenses, easements, and encumbrances of record which may affect said real property and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

The real property hereby conveyed is no longer necessary or useful to PG&E in the performance by it of its duties to the public.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with said real property.

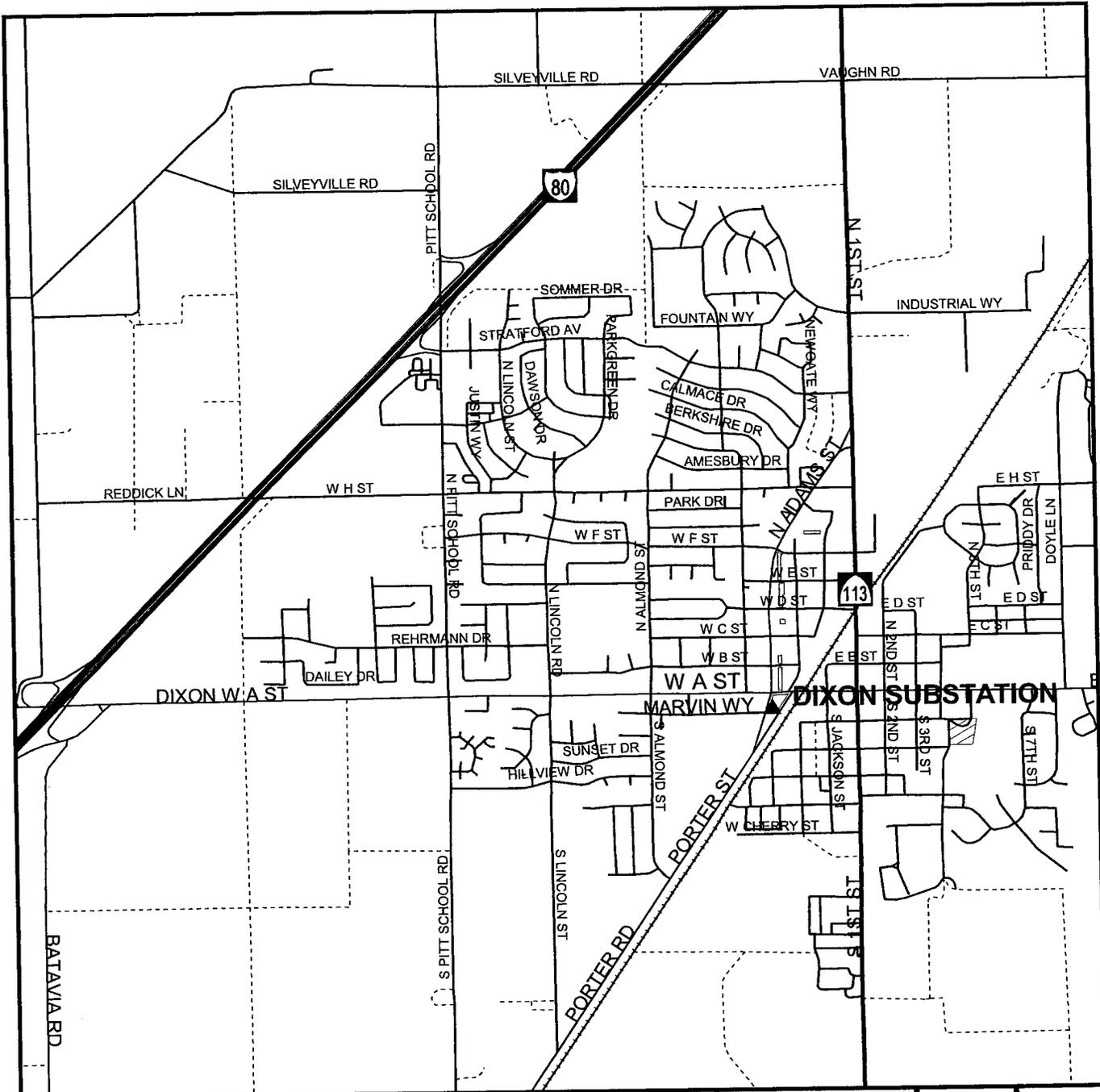
Dated _____, 20____.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By _____

Attested _____

Area 6, Sacramento Valley Region, Sacramento Division
Land Service Office: GO
Operating Department: Electric Transmission
T7N, R1E, MDB&M
Sec 14, NE4ofSE4
PG&E Drawing Number:
AF: 2107-01-0213
RE: 2107-01-0469, 2107-01-0470
TYPE OF INTEREST: 11f, 2, 6, 26, 42
SBE Parcel Number: 135-48-1E-Pcl 2
Order #: 8067490
JCN: 22-04-199
County: Solano
Prepared By: TEP



SPCC PLAN ATTACHMENT #6-1



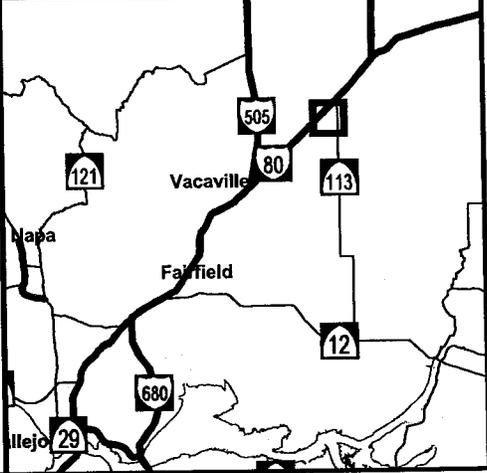
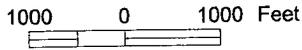
**VICINITY MAP
DIXON SUBSTATION**

369 West A at Porter Street
DIXON

SOLANO COUNTY

**PACIFIC GAS AND ELECTRIC COMPANY
SAN FRANCISCO, CALIFORNIA**

Plotted by SXEC at 8/8/01 10:47 AM



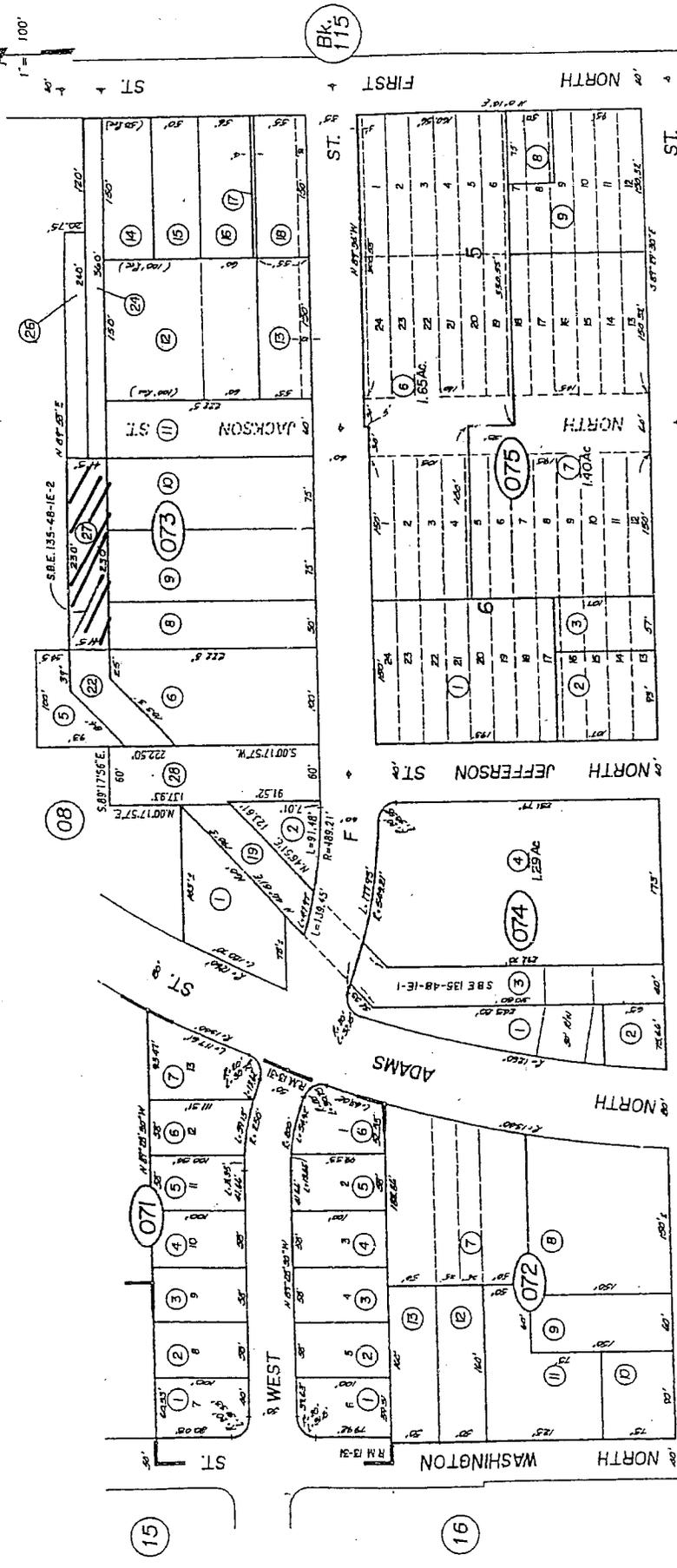


SCALE IN 1/10 OF AN INCH

113-07

Tax Area Code
2012

POR. S.1/2 SEC.14, T.7N., R.1E., M.D.B. & M.



CITY OF DIXON
Assessor's Map Bk. 113 Pg. 07
County of Solano, Calif. OCT 07 1996
9798
Copyright © 1996, Solano County Assessor/Recorder, All rights Reserved

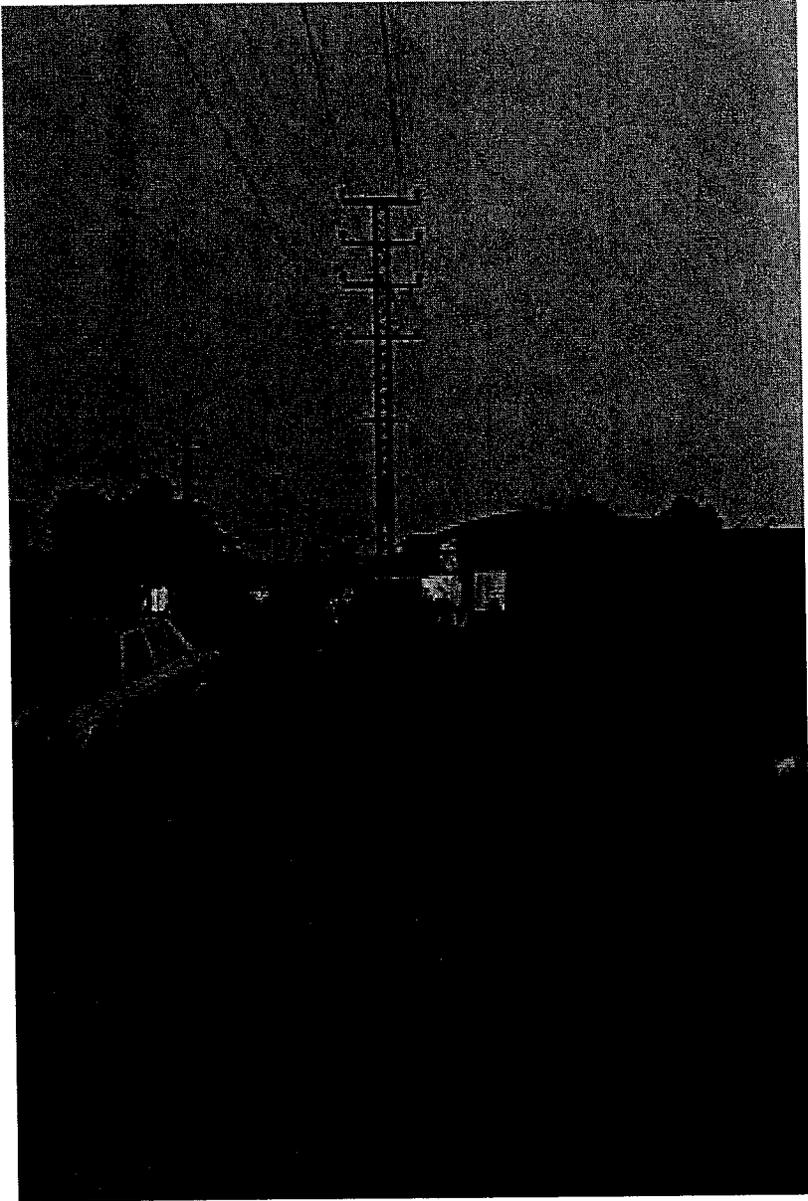
NOTE: This map is for assessment purposes only and is not for the intent of interpreting legal boundary rights, zoning regulations and/or legality of land division laws.
NOTE: Assessor's Block Numbers Shown in Ellipses Assessor's Parcel Numbers Shown in Circles

REVISION	DATE	BY
073-28 DA	1-28-95	S.W.
S.B.E. P.U.	8-30-91	P.J.

Dickson's Addition, R.M. Bk. 1 Pg. 20
City of Dixon, R.M. Bk. 4 Pg. 42
Dixon Gardens, R.M. Bk. 13 Pg. 31

WIEGAND

Dixon Davis Cordelia Tower Fee Strip Property Sale



Dixon Fee strip West F to West H , looking east (Wiegand)

December 2004

Memorandum

Date: September 21, 2004 File #:
To: CRE Transactions Supervisor
From: CRE Assoc Transactions Specialist
Subject: Internal Appraisal Review – Vaca- Dixon (Davis – Cordelia 60 KV
Transmission Line) Property Sales



KEN RICHERSON:

As per your request, listed below is an analysis and valuation report for the Vaca Dixon (Davis -Cordelia 60 KV Transmission Line)Property Sale. The scope of work involved an inspection of the subject properties, an investigation and analysis of the market data and letters from various brokers outlining their opinions of value. Additionally, we received written offers from some of the adjacent owners. The subject properties consists of six parcels, for some of the parcels, the highest and best use is commercial and for the others, the highest and best use is residential.

In reviewing the comparable sales data from the county recorder office, it is important to note that the data from the county recorder's office is for unencumbered parcel sales offering full utility. Consequently, the review indicated commercial sales ranged in price from \$1.64 - \$7.00 and residential sales from \$4.50 – \$8.35.

It is also important to note that the subject properties are fully encumbered. We received the following Broker Opinions of Value that considered the tower line encumbrances.

Commercial Real Estate Services - Dixon) – Broker Chuck Krouse (11/19/03)
\$1.00 - \$2.00) per sq ft (Commercial)

McDonald Real Estate - Dixon – Broker Allen Jardine (10/2/03)
\$.60 - \$.65 per sq ft (Residential)

Century 21 Distinctive Properties – Dixon – Realtor Ted Seifert (10/16/03)
\$.60 - \$.90 per sq ft (Residential)

Listed below is more detailed information on the subject properties:

**APN 0113-054-150 (North Adams – From West A to West B) SBE 135-48-1-5
Approximately 15,000 sq ft**

Highest and Best Use - Commercial

Current Use - Ingress/egress, parking and open storage. The tenant has a small propane supply, home and garden retail facility on the adjoining parcel and site has been graveled by tenant. Two lattice steel poles are on this property.

**APN 0113-053-130 (North Adams – From West B to West C) SBE 135-48-1B
Approximately 4,500 sq ft**

Highest and Best Use – Residential

Current Use – Adjoiner is utilizing this parcel as an extension of their yard. The yard is part of the adjoining church rectory and improvements consist of lawn, fence and playground equipment. No structures are on this property.

**APN 0113-064-220 (North Adams – From West C to West D) SBE 135-48-1C
Approximately 2,840 sq ft**

Highest and Best Use – Residential

Current Use – Adjoiner is using this parcel for garden plot and misc. open storage. Site is approximately 50' square and contains one lattice steel pole.

**APN 0113-063-020 (North Adams – From West D to West E) SBE 135-48-1A-1
Approximately 16,418 sq ft**

Highest and Best Use – Commercial

Current Use – Adjoiner is using this parcel for parking which covers a portion, (approx. 1/2). The remainder of the parcel is also being used for parking and garbage pick-up by another adjoiner. The area has been graveled by its users. There is one lattice steel pole on this property.

**APN 0113-074-030 (North Adams – From West E to West F) SBE 135-48-1E-1
Approximately 13,360 sq ft**

Highest and Best Use – Commercial

Current Use – Adjoiner is using this parcel for parking. The site is used for parking by his tenants and customers, beauty shop, travel agent, real estate, etc. Site was paved by the adjoiner several years ago. There is one lattice steel pole on this property.

**APN 0113-073-270 (North Adams From West F to West H) SBE 135-48-1E-2
Approximately 9,545 sq ft**

Highest and Best Use – Commercial

Current Use – Adjoiner is redeveloping an old concrete batch plant site into a commercial complex. This parcel is not currently being used by adjoining owner. The fee strip is however, along the site boundary line and would likely be used for buffer, landscape or parking. There are no structures on this property.

Additionally, we received offers that ranged from \$1.00 - \$1.25. Therefore, based on the above it is my opinion the subject properties should range in value from \$1.00 - \$1.50 (Commercial) and \$.60 - \$1.00 (Residential).

ISABEL HARRIS

Isabel Harris

EXHIBIT G

Exhibit	Parcel APN No.	Acquisition Information	Size of Parcel	Purchase Price	Buyer Contact Info
A	0113-054-150	PG&E acquired this property by a grant deed from John A. Kerr and wife dated June 10, 1927 and recorded in Book 292 of Deeds at page 492 Solano County Records and by grant deed from Schurley E. Schuluer and wife dated October 3, 1927 and recorded in Book 4 of Official Records at page 56, Solano County Records.	Approximately 15,000 sq ft	\$18,750.00	Edward R. Foss and Dana Foss
B	0113-053-130	PG&E acquired this property by a grant deed from Leo C. Tuck and others, as Trustees, dated November 1, 1927 and recorded in Book 5 of Official Records at page 413, Solano County Records.	Approximately 4,500 ft	\$4,500	United Methodist Church of Dixon
C	0113-064-200	PG&E acquired this property by a grant deed from the Town of Dixon dated August 6, 1928 and recorded in Book 18 of Official Records as page 490, Solano County Records.	Approximately 2,840	\$2,840	Jonathan M. Brothers and Elizabeth Anne Brothers
D	0113-063-020	PG&E acquired this property by a grant deed from Earl D. Brown and wife dated June 5, 1927 and recorded in Book 24 of Official Records at page 443, Solano County Records and grant deed from Katherine G. Rhoades dated November 25, 1927 and recorded in Book 17 of Official Records at page 141, Solano County Records.	Approximately 16,418 sq ft	\$16,418.00	Barbara V. Willippo, as Trustee of the Bobbie Willippo Revocable Trust u/t/d May 1, 2001

EXHIBIT G

Exhibit	Parcel APN No.	Acquisition Information	Size of Parcel	Purchase Price	Buyer Contact Info
E	01113-074-030	PG&E acquired this property by a grant deed from G. M. Stivers dated June 10, 1927 and recorded in Book 292 of Deeds at page 358, Solano County Records and a grant deed from H.L. Houck and wife dated August 29, 1929 and recorded in Book 45 of Official Records at page 34, Solano County Records.	Approximately 13,360 sq ft	\$16,700.00	Donald Johnson
F	01113-073-270	PG&E acquired this property by a grant deed from E.D. Dudley and others dated October 22, 1928 and recorded in Book 22 of Official Records at page 425, Solano County Records	Approximately 9,545 sq ft	\$ 11,931.00	Harold Wiegand and Rolyne Wiegand

**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
Ancillary Services Coalition
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.
City of Glendale
City of Healdsburg
City of Palo Alto
City of Redding
CLECA Law Office
Commerce Energy
Constellation New Energy
CPUC
Cross Border Inc
Crossborder Inc
CSC Energy Services
Davis, Wright, Tremaine LLP
Defense Fuel Support Center
Department of the Army
Department of Water & Power City
DGS Natural Gas Services
Douglass & Liddell
Downey, Brand, Seymour & Rohwer
Duke Energy
Duke Energy North America
Duncan, Virgil E.
Dutcher, John
Dynergy Inc.
Ellison Schneider
Energy Law Group LLP
Energy Management Services, LLC
Exelon Energy Ohio, Inc
Exeter Associates
Foster Farms
Foster, Wheeler, Martinez
Franciscan Mobilehome
Future Resources Associates, Inc
G. A. Krause & Assoc
Gas Transmission Northwest Corporation
GLJ Energy Publications
Goodin, MacBride, Squeri, Schlotz &
Hanna & Morton
Heeg, Peggy A.
Hitachi Global Storage Technologies
Hogan Manufacturing, Inc
House, Lon
Imperial Irrigation District
Integrated Utility Consulting Group
International Power Technology
Interstate Gas Services, Inc.
IUCG/Sunshine Design LLC
J. R. Wood, Inc
JTM, Inc
Luce, Forward, Hamilton & Scripps
Manatt, Phelps & Phillips
Marcus, David
Matthew V. Brady & Associates
Maynor, Donald H.
MBMC, Inc.
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
OnGrid Solar
Palo Alto Muni Utilities
PG&E National Energy Group
Pinnacle CNG Company
PITCO
Plurimi, Inc.
PPL EnergyPlus, LLC
Praxair, Inc.
Price, Roy
Product Development Dept
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
Smurfit Stone Container Corp
Southern California Edison
SPURR
St. Paul Assoc
Stanford University
Sutherland, Asbill & Brennan
Tabors Caramanis & Associates
Tecogen, Inc
TFS Energy
Transcanada
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