

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



May 21, 2008

Advice Letter 3158-E

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

Subject: Dana and Kimberly Ryan Road and Utility Easement –  
Request for Approval under Section 851

Dear Mr. Cherry:

Advice Letter 3158-E is effective February 28, 2008.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean H. Gallagher".

Sean H. Gallagher, Director  
Energy Division



**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

Fax: 415.973.7226

November 28, 2007

**Advice 3158-E**

(Pacific Gas and Electric Company ID U 39 E)

**Subject: Dana and Kimberly Ryan Road and Utility Easement – Request  
for Approval Under Section 851**

Public Utilities Commission of the State of California

**Purpose**

Pacific Gas and Electric Company (“PG&E”) submits this advice letter seeking approval under Public Utilities Code §851 to grant Dana L. Ryan and Kimberly A. Ryan, husband and wife, (“Grantees”) a non-exclusive road and utility easement to use an existing maintenance road on and over a portion of PG&E electric transmission fee strip property.

**Background**

PG&E owns certain real property within the County of Trinity, State of California, commonly known as PG&E’s Trinity Fee Strip Property (“Property”). Grantees are owners of certain real property within the County of Trinity (“the Benefited Property”). Access to the Benefited Property is by use of an existing PG&E maintenance road, which runs along the Benefited Property and extends off the end of the County Road, known as Davis Road. The Grantees propose to develop the Benefited Property and in connection therewith are requesting an easement for road and utility purposes appurtenant to the Benefited Property.

In accordance with Resolution ALJ-202, Appendix A, Section IV, PG&E provides the following information related to the proposed transaction:

**(1) Identity and Addresses 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

Dana and Kimberly Ryan  
P.O. Box 24  
Weaverville, CA 96093  
Telephone: (530) 623-5050

Telephone: (415) 973-2902  
Facsimile: (415) 973-5520  
Email: PPV1@pge.com

**(2) Complete Description of the Property Including Its Present Location, Condition and Use:**

Weaverville is an unincorporated city, located in the county of Trinity, California. Trinity County is a large, rugged and mountainous, heavily forested county located in the northwestern portion of the state of California, along the Trinity River and within the Salmon/Klamath Mountains. PG&E owns certain real property within the county of Trinity, commonly known as PG&E's Trinity Fee Strip property (Assessor's Parcel Numbers 24-220-14 and 24-520-19, State Board of Equalization numbers 135-53-018B-3 and 135-53-19-1), more particularly described in the Easement Agreement (Attachment 1). The Property is currently used by PG&E for the purpose of operating and maintaining PG&E's Trinity-Cottonwood 115kV electric transmission line and a high voltage right-of-way. With the exception of the transmission line, the Property is vacant and unimproved.

**(3) Intended Use of the Property:**

The Grantees plan to construct a residence on the Benefited Property adjacent to PG&E's Property and will require access to the Benefited Property via the existing maintenance road on the Property. The existing road runs along the Benefited Property and extends off the end of the County Road known as Davis Road. PG&E is informed that the Grantees plan to obtain construction funding to build a residence on the Benefited Property and that such funding cannot be obtained until an easement is granted. The proposed easement is approximately 369 linear feet long and 30 feet wide, and comprises approximately 11,045 square feet of graded, natural gravel and soil composite mixture. The grant of easement, as proposed in the Easement Agreement, will not interfere with the use of the Property by PG&E.

A map of the proposed Easement Area is provided in the Easement Agreement (Attachment 1 – Exhibit B1).

**(4) Complete Description of Financial Terms of the Proposed Transaction:**

As provided in the Agreement, the Grantees have agreed to pay compensation of Two Thousand Eight Hundred Dollars (\$2,800.00) for the easement.

**(5) Description of How Financial Proceeds of the Transaction Will Be Distributed:**

The property at issue in this advice letter is non-depreciable land used for the operation and maintenance of PG&E's Trinity-Cottonwood 115kV electric transmission line and is currently included in PG&E's rate base subject to FERC jurisdiction. As compensation for the easement, the Grantees have agreed to pay Two Thousand Eight Hundred Dollars (\$2,800.00). PG&E will account for the compensation as Electric Other Operating Revenue.

**(6) Impact of the Transaction on Ratebase and Any Effect on the Ability of the Utility to Serve Customers and the Public:**

No PG&E property is being sold or disposed of, so there are no changes to PG&E's rate base as a result of granting the proposed easement. The grant of easement, as proposed in the Agreement, will not interfere with the use of the Property by PG&E.

**(7) The Original Cost, Present Book Value, and Present Fair Market Value for Sales of Real Property and Depreciable Assets, and a Detailed Description of How the Fair Market Value Was Determined (e.g., Appraisal):**

Not applicable.

**(8) The Fair Market Rental Value for Leases of Real Property, and a Detailed Description of How the Fair Market Rental Value Was Determined:**

Not applicable.

**(9) The Fair Market Value of the Easement or Right-of-Way and a Detailed Description of How the Fair Market Rental Value Was Determined:**

The fair market value for the easement was determined by an appraisal, details of which are provided in Attachment 2.

**(10) A 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:**

To PG&E's knowledge, there are no recent past transactions that appear to be related to the subject transaction.

**(11) Sufficient Information and Documentation (Including Environmental Documentation) to Show that All Criteria Set Forth in Section II of Resolution ALJ-202 Are Satisfied:**

PG&E has provided information in this advice letter to meet the eligibility criteria under the advice letter pilot program. Under the CEQA requirements specified in ALJ-202, the activity proposed in the transaction will not require environmental review by the CPUC as a lead agency. PG&E believes the proposed transaction will not have an adverse effect on the public interest. The Grantees seek legal documentation of rights to use the proposed easement area to access the Benefited Property adjacent to PG&E's Property. The compensation for the proposed easement is well below the \$5 million threshold set forth for fee property and lease equivalents. Finally, the transaction does not involve the transfer or change in ownership of facilities currently used in utility operations.

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

PG&E is not aware of any additional relevant information other than what is included with this advice letter.

**(13) Environmental Information**

Pursuant to ALJ-202, the advice letter program only applies to proposed transactions that (a) will not require environmental review by the CPUC as a lead agency or responsible agency under CEQA either because a statutory or categorical exemption applies or (b) because the transaction is not a project under CEQA.

a. Exemption

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

(a) If yes, please attach notice of exemption. Please provide name of agency, date of Notice 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 CEQA exemption or exemptions that apply to the transaction, citing to the applicable State CEQA Guideline(s) and/or Statute(s).

Not Applicable.

b. "Not a Project" Under CEQA

(1) If the transaction is not a "project" under CEQA, please explain why.

b. “Not a Project” Under CEQA

- (1) If the transaction is not a “project” under CEQA, please explain why.

Under the existing circumstances, no CEQA review is required for the proposed transaction. Neither this advice letter nor the transaction for which approval is sought has any potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment within the meaning of CEQA Guideline 15378(a). The existing maintenance road will be used in the same manner as previously, and neither applicant seeks authority from the Commission for a change in the existing use. Therefore, the grant of easement for road and utility purposes within a portion of PG&E’s electric fee strip property does not meet the definition of a “project” as provided in CEQA Guideline 15378, and in accordance with CEQA Guideline 15060(c), CEQA does not apply.

**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 20 days after the date of this filing, which is **December 18, 2007**. Protests should be mailed to:

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

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

**Effective Date**

Pursuant to the review process outlined in Resolution ALJ-202, PG&E requests that this advice filing become effective by Commission resolution as soon as possible.

**Notice**

In accordance with General Order 96-B, Section IV, 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>**



Vice President, Regulatory Relations

Attachments: 1-2

cc: Service List – Advice Letter 3158-E

\*\*\*\*\* SERVICE LIST Advice 3158-E \*\*\*\*\*  
APPENDIX A

## \*\*\*\*\* STATE EMPLOYEES \*\*\*\*\*

Angela K. Minkin  
Administrative Law Judge Division  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 703-2008  
[ang@cpuc.ca.gov](mailto:ang@cpuc.ca.gov)

Myra J. Prestidge  
Administrative Law Judge Division  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 703-2629  
[tom@cpuc.ca.gov](mailto:tom@cpuc.ca.gov)

Jonathan Reiger  
Legal Division  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 355-5596  
[jzr@cpuc.ca.gov](mailto:jzr@cpuc.ca.gov)

Chloe Lukins  
Energy Division  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 703- 1637  
[clu@cpuc.ca.gov](mailto:clu@cpuc.ca.gov)

Kenneth Lewis  
Energy Division  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 703-1090  
[kl1@cpuc.ca.gov](mailto:kl1@cpuc.ca.gov)

Brewster Fong  
Division of Ratepayer Advocates  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 703- 2187  
[bfs@cpuc.ca.gov](mailto:bfs@cpuc.ca.gov)

## \*\*\*\*\* AGENCIES \*\*\*\*\*

Trinity County  
Dero Forslund  
Clerk/Recorder  
P.O. Box 1205  
11 Court Street  
Weaverville, CA 96093  
Telephone: (530) 623-1512  
Facsimile: (530) 623-8398  
Email: [recorder@trinitycounty.org](mailto:recorder@trinitycounty.org)

\*\*\*\*\* 3<sup>rd</sup> Party \*\*\*\*\*

Dana and Kimberly Ryan  
P.O. Box 24  
Weaverville, CA 96093  
Telephone: (530) 623-5050

(END OF APPENDIX A)

# 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 (ID U39 M)**

Utility type:

ELC

GAS

PLC

HEAT

WATER

Contact Person: David Poster

Phone #: (415) 973-1082

E-mail: DXPU@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) #: **3158-E**

**Tier: [3]**

Subject of AL: Dana and Kimberly Ryan Road and Utility Easement – Request for Approval Under Section 851

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 #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

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

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: No

Confidential information will be made available to those who have executed a nondisclosure agreement: N/A

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information:

Resolution Required?  Yes  No

Requested effective date: **ASAP via Commission resolution.**

No. of tariff sheets: N/A

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

Protests, dispositions, and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

**CPUC, Energy Division**

**Tariff Files, Room 4005**

**DMS Branch**

**505 Van Ness Ave., San Francisco, CA 94102**

**jn@cpuc.ca.gov and mas@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**

PG&E Advice 3158-E

Attachment 1

LD# 2433-09-0449

Appurtenant Easement for Davis Road in Weaverville

RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY  
3600 Meadowview Drive  
Redding, CA 96002  
Attention: Land Agent

Location: City/Uninc \_\_\_\_\_

Recording Fee \$ \_\_\_\_\_

Document Transfer Tax \$ \_\_\_\_\_

- This is a conveyance where the consideration and value is less than \$100.00 (R&T 11911)
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

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

(Portions of APNs 24-220-14 and 24-520-19)

**EASEMENT AGREEMENT  
(Road and Utility Purposes)**

This Easement Agreement (“**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ (the “**Effective Date**”) by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “**PG&E**”, and DANA L. RYAN AND KIMBERLY A. RYAN, husband and wife, hereinafter collectively called “**Grantee**.”

**RECITALS**

A. PG&E owns certain real property within the County of Trinity, State of California, commonly known as the Trinity Fee Strip (Assessor’s Parcel Numbers 24-220-14 and 24-520-19, State Board of Equalization Numbers 135-53-018B-3 and 135-53-19-1) and more particularly described in **Exhibit A**, attached hereto and made a part hereof (hereinafter, the “**Property**”).

B. Grantee is the owner of certain real property (the “**Benefited Property**”) within the County of Trinity, State of California, more particularly described in **Exhibit D**, attached hereto and made a part hereof. Access to the Benefited Property is by use of an existing PG&E maintenance road which runs along the Property and extends off the end of the County Road known as Davis Road. Grantee has no documented right to use the PG&E maintenance road. Grantee proposes to develop the Benefited Property, and in connection therewith, Grantee has

requested that PG&E grant an easement for road and utility purposes appurtenant to the Benefited Property.

C. PG&E is willing to grant such easement on the terms and subject to the conditions set forth herein.

Now, therefore, in consideration of Grantee's agreement to pay PG&E's standard administrative fee of One Thousand Dollars (\$1,000.00) plus Two Thousand Eight Hundred Dollars (\$2,800.00) use fee, totaling Three Thousand Eight Hundred Dollars (\$3,800.00), and for other good and valuable consideration, PG&E and Grantee agree as follows:

1. Grant of Easement: PG&E hereby grants to Grantee, upon the terms and conditions set forth in this Agreement, the following easement:

A non-exclusive appurtenant easement to excavate, install, construct, reconstruct, repair, replace, maintain and use a road and utilities on and over a portion of the Property (the "**Easement Area**") described in **Exhibit B-1** and shown in **Exhibit B-2** attached hereto and made a part hereof.

2. Limitations on Use.

(a) The Easement Area, and any facilities permitted to be constructed thereon, are to be used by Grantee only for those uses permitted in Section 1 above, and for no other purpose.

(b) PG&E reserves the right to restrict access to the Easement Area or any portion or portions thereof in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with PG&E's response thereto, or if emergency repairs or maintenance are required to PG&E facilities within or in the vicinity of the Easement Area, or otherwise when PG&E deems it advisable to do so, including in connection with events and emergencies occurring or affecting PG&E's business operations located elsewhere than in the immediate vicinity of the Property.

3. Condition of Easement Area. Grantee accepts the Easement Area in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Easement Area. Grantee acknowledges that one or more of the following (collectively, "**Potential Environmental Hazards**") may be located in, on or underlying the Property and/or the Easement Area:

(a) electric fields, magnetic fields, electromagnetic fields, electromagnetic radiation, power frequency fields, and extremely low frequency fields, however designated, and whether emitted by electric transmission lines, other distribution equipment or otherwise ("**EMFs**");

(b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term "**Hazardous Substances**" means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements (as hereinafter defined) 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, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:

(1) 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 of 1980, 42 U.S.C. §§9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 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 Toxic Substance Control Act, 15 U.S.C. §§2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 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 California Hazardous Waste Control Law, Cal. Health and Safety Code §§25100 et seq.; the Porter-Cologne Water Quality Control Act, Cal. Water Code §§13000 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§25300 et seq.); and the Medical Waste Management Act (Health and Safety Code §§25015 et seq.); or

(2) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by the United States, the State of California, any local governmental authority 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

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

(4) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

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

(6) which contains radon gas;

(c) fuel or chemical storage tanks, energized electrical conductors or equipment, or natural gas transmission or distribution pipelines; and

(d) other potentially hazardous substances, materials, products or conditions.

Grantee shall be solely responsible for the health and safety of, and shall take all necessary precautions to protect, its employees, contractors, consultants, agents and invitees ("Grantee's

**Representatives**") from risks of harm from Potential Environmental Hazards. Grantee acknowledges that it has previously evaluated the condition of the Easement Area and all matters affecting the suitability of the Easement Area for the uses permitted by this Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

4. Grantee's Covenants. Grantee hereby covenants and agrees:

(a) Construction of Improvements. Grantee agrees to construct and install, at no cost to PG&E, such facilities and improvements ("**Improvements**") as may be necessary and appropriate for Grantee's permitted use, as specified in Section 1. All such construction shall be performed in accordance with detailed plans and specifications ("**Plans**") previously approved by PG&E, and shall comply with all Legal Requirements. Before commencing construction of any Improvements, Grantee shall obtain all permits, authorizations or other approvals, at Grantee's sole cost and expense as may be necessary for such construction. Without limiting the generality of the foregoing, Grantee shall be responsible for complying with any and all applicable requirements of the National Environmental Policy Act ("**NEPA**") and the California Environmental Quality Act ("**CEQA**") and satisfying, at Grantee's sole expense, any and all mitigation measures under CEQA that may apply to Grantee's proposed occupancy and use of the Easement Area, and to the construction, maintenance and use of Grantee's proposed Improvements and facilities. Grantee shall promptly notify PG&E of any and all proposed mitigation measures that may affect PG&E or the Property. If PG&E determines in good faith that any such mitigation measures may adversely affect PG&E or the Property, or impose limitations on PG&E's ability to use the Property as specified in Section 8, then PG&E shall have the right, without liability to Grantee, to give notice of termination of this Agreement to Grantee, whereupon this Agreement and the rights granted to Grantee shall terminate and revert in PG&E, unless within ten (10) days following delivery of such notice, Grantee gives notice to PG&E by which Grantee agrees to modify its proposed Project (as that term is defined under CEQA) so as to eliminate the necessity for such mitigation measures. In the event of such termination, PG&E and Grantee shall each be released from all obligations under this Agreement, except those which expressly survive termination. Grantee acknowledges and agrees that PG&E's review of Grantee's Plans is solely for the purpose of protecting PG&E's interests, and shall not be deemed to create any liability of any kind on the part of PG&E, or to constitute a representation on the part of PG&E or any person consulted by PG&E in connection with such review that the Plans or the Improvements contemplated by such Plans are adequate or appropriate for any purpose, or comply with applicable Legal Requirements. Grantee shall not commence construction or installation of any Improvements without the prior written consent of PG&E, which consent shall not be unreasonably withheld, conditioned or delayed, and the prior consent, to the extent required by applicable law or regulation, of the California Public Utilities Commission (hereinafter, "**CPUC**");

(b) Compliance with Laws. Grantee shall, at its sole cost and expense, promptly comply with (a) all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, including, but not limited to, those relating to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Substances, as defined herein, or to health, safety, noise, environmental protection, air quality or water quality; (b) the conditions of any permit, occupancy certificate, license or other approval issued by public officers relating to Grantee's use or occupancy of the Easement Area; and (c) with any liens, encumbrances, easements, covenants, conditions,

restrictions and servitudes (if any) of record, or of which Grantee has notice, which may be applicable to the Easement Area (collectively, "**Legal Requirements**"), regardless of when they become effective, insofar as they relate to the use or occupancy of the Easement Area by Grantee. Grantee shall furnish satisfactory evidence of such compliance upon request by PG&E. The judgment of any court of competent jurisdiction, or the admission of Grantee in any action or proceeding against Grantee, whether or not PG&E is a party in such action or proceeding, that Grantee has violated any Legal Requirement relating to the use or occupancy of the Easement Area, shall be conclusive of that fact as between PG&E and Grantee.

(c) Notice of Enforcement Proceedings. Grantee agrees to notify PG&E in writing within three (3) business days of any investigation, order or enforcement proceeding which in any way relates to the Property, or to any contamination or suspected contamination on, within or underlying the Property. Such notice shall include a complete copy of any order, complaint, agreement, or other document which may have been issued, executed or proposed, whether draft or final;

(d) Non-Interference. Grantee agrees not to interfere in any way or permit any interference with the use of the Property by PG&E and other entitled persons. Interference shall include, but not be limited to, any activity by Grantee that places any of PG&E's gas or electric facilities in violation of any of the provisions of General Order Nos. 95 (Overhead Electric), 112 (Gas), and 128 (Underground Electric) of the CPUC or to any other Legal Requirements under which the operations of utility facilities are controlled or regulated. Grantee shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety; which minimum clearances are incorporated herein by reference; but in no event closer than ten (10) feet to any energized electric conductors or appliances. Grantee agrees not to cause any ground disturbance within six (6) feet of PG&E's existing poles and structures. Grantee shall not drill, bore, or excavate within thirty (30) feet of any of PG&E's underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits. Grantee shall provide notice to Underground Service Alert at 1-800-227-2600 at least two (2) business days prior to commencing any drilling, boring or excavating permitted hereunder to assist Grantee with locating any and all underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits;

(e) Avoiding Dangerous Activities. Grantee agrees to conduct its activities and operations within and on the Easement Area in such a manner so as not to endanger the Property, PG&E's utility facilities, the environment and human health and safety. Grantee shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon, produced, stored, used, discharged or disposed of on, or in the vicinity of the Property, except in compliance with all applicable Legal Requirements. Grantee shall be responsible for the cost of remediating any discharge or release of Hazardous Substances resulting from or arising in connection with Grantee's use of the Property, and shall immediately notify PG&E and the appropriate regulatory authorities where required by law, of any such release. If PG&E determines that Grantee's activities in any way endanger the Property, PG&E's utility facilities, the environment, or human health and safety, PG&E may, in PG&E's sole and absolute discretion, require that Grantee halt such activities until appropriate protective measures are taken to PG&E's satisfaction. Grantee shall hold PG&E harmless from any claims resulting from any delay under this paragraph.

PG&E's right to halt activities under this paragraph shall not in any way affect or alter Grantee's insurance or indemnity obligations under this Agreement, nor shall it relieve Grantee from any of its obligations hereunder that pertain to health, safety, or the protection of the environment;

(f) Maintenance. Grantee agrees to maintain its facilities and Improvements in good condition and repair, and be responsible for the security of, the facilities installed hereunder;

(g) Repairing Damage. Grantee agrees to repair any damage it may cause to PG&E's property, facilities and improvements in or around said Easement Area;

(h) Coordination. Grantee agrees to coordinate all activities regarding the easements granted herein to reasonably minimize any interference and inconvenience with the use by PG&E of the Easement Area and PG&E's adjoining lands.

(i) PG&E Right to Cure. Grantee agrees that if Grantee fails to perform any act or other obligation on its part to be performed hereunder, and such failure is not remedied within fifteen (15) days following notice from PG&E (or in the case of an emergency, following such notice, if any, as may be reasonably practicable under the existing circumstances), PG&E may (but without obligation to do so, and without waiving or releasing Grantee from any of its obligations) perform any such act or satisfy such obligation, or otherwise remedy such emergency or such failure on the part of Grantee. All costs incurred by PG&E in responding to or remedying such failure by Grantee shall be payable by Grantee to PG&E on demand.

5. Indemnification; Release.

(a) Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries and affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "Indemnitee" and collectively, "Indemnitees") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "Claims"), which arise from or are in any way connected with the occupancy or use of the Easement Area by Grantee or Grantee's Representatives, or the exercise by Grantee of its rights hereunder, or the performance of, or failure to perform, Grantee's duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of PG&E or Grantee (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Property); (2) injury to property or other interest of PG&E, Grantee or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to human health or the environment, and including any liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnitee, to the extent of any Claim arising from the sole negligence or willful misconduct of such Indemnitee. Without limiting the generality of the foregoing, Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any work of improvement constructed or installed at or on, labor performed on, or materials delivered to, or incorporated in any improvements constructed on, the Easement Area by, or at the

request or for the benefit of, Grantee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Grantee is obligated to indemnify or provide a defense hereunder, Grantee upon written notice from PG&E shall defend such action or proceeding at Grantee's sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Grantee acknowledges that all Claims arising out of or in any way connected with releases or discharges of any Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with Grantee's use or occupancy of the Easement Area or the surrounding Property, or any of the activities of Grantee and Grantee's Representatives, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys' fees and disbursements and any fines and penalties imposed for the violation of Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above.

(c) Grantee's use of the Property shall be at its sole risk and expense. Grantee accepts all risk relating to its occupancy and use of the Easement Area. PG&E shall not be liable to Grantee for, and Grantee hereby waives and releases PG&E and the other Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to any occurrence on or about the Easement Area, the condition of Easement Area, or the use or occupancy of the Easement Area.

(d) Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless against claims, losses, costs (including, but not limited to, attorneys' fees and costs), liabilities and damages resulting from the failure of Grantee, or any of its contractors or subcontractors, to comply with the insurance requirements set forth in **Exhibit C**, attached hereto and made a part hereof. If Grantee fails to so indemnify, protect, defend or hold harmless any Indemnitee, then at PG&E's option, this Agreement shall terminate, and the estate and interest herein granted to Grantee shall revert to and revest in PG&E, if such failure continues for five (5) days following the giving of written notice of termination to Grantee, unless within such time such failure is cured to the reasonable satisfaction of PG&E.

(e) The provisions of this Section 5 shall survive the termination of this Agreement.

6. Additional Facilities. Grantee shall not install any additional facilities or improvements in, on, under or over the Easement Area without the prior written consent of PG&E, which consent may be granted or withheld in PG&E's sole and absolute discretion, and the prior consent, to the extent required by applicable law or regulation, of the CPUC. Grantee shall submit plans for installation of any proposed additional facilities within the Easement Area to PG&E for its written approval at the address specified in Section 13.

7. Abandonment, Termination. In the event Grantee abandons the facilities installed hereunder, this Agreement shall terminate and all of the easements and other rights of Grantee hereunder shall revert to PG&E. The non-use of such facilities for a continuous period of two (2) years, unless such nonuse is due to factors outside Grantee's reasonable control, in which case such

period is extended to four (4) years, shall be conclusive evidence of such abandonment. Upon any termination of this Agreement, Grantee shall remove, at no cost to PG&E, such of Grantee's facilities and equipment installed pursuant to this Agreement as PG&E may specify. Upon any termination of this Agreement, Grantee shall execute, acknowledge and deliver to PG&E a quitclaim deed or such other documents or instruments, in a form reasonably acceptable to PG&E, as may be reasonably necessary to eliminate this Agreement as an encumbrance on the title to the Easement Area or any larger parcel of property containing the Easement Area.

8. Reserved Rights. Subject to the provisions of Section 10 below, PG&E reserves the right to use the Easement Area for any and all purposes which will not unreasonably interfere with Grantee's facilities. Without limiting the generality of the foregoing:

(a) PG&E reserves the right to make use the Easement Area for such purposes as it may deem necessary or appropriate if, and whenever, in the interest of its service to its patrons or consumers or the public, it shall appear necessary or desirable to do so.

(b) Grantee acknowledges that PG&E may have previously granted, and may in the future grant, certain rights in and across the Easement Area to others, and the use of the word "grant" in this Agreement shall not be construed as a warranty or covenant by PG&E that there are no such other rights.

(c) Grantee shall not make use of the Easement Area in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Easement Area, the Property, or PG&E's adjacent property, by PG&E or others entitled to use such property.

(d) This grant is made subject to all applicable provisions of General Order No. 95 (Overhead Electric), General Order 112 (Gas) and General Order No. 128 (Underground Electric) of the CPUC, in like manner as though said provisions were set forth herein.

9. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and Grantee shall not commence construction or other activities hereunder, unless and until the CPUC approves this Agreement and the easements granted and other transactions contemplated hereby (including the adequacy of the compensation to be paid by Grantee), by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC). Grantee further acknowledges and agrees that PG&E makes no representation or warranty regarding the prospects for CPUC approval, and Grantee hereby waives all Claims against PG&E which may arise out of the need for such CPUC approval or the failure of the CPUC to grant such approval. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC Decision D-\_\_\_\_\_ (Application No. \_\_\_\_\_), in like manner as though said provisions were set forth in full herein.

10. Relocation. Subject to the provisions of this Section 10, the rights granted to Grantee herein shall forever be subordinate to PG&E's right to replace, reconstruct, relocate, operate and maintain PG&E's existing and/or future facilities, including, but not limited to, PG&E's existing electrical substation and transmission lines which traverse the Easement Area and

the Property. If PG&E's use of its reserved rights described above necessitates the relocation of any of Grantee's facilities, Grantee shall, at its own cost and expense, relocate such facilities to an alternate location mutually agreed upon between PG&E and Grantee, provided Grantee is given at least twenty (20) days prior written notice of such required relocation. Any such relocation of Grantee's facilities shall be coordinated and scheduled between PG&E and Grantee so as to minimize, to the extent practicable, any interference with Grantee's use and operation of its facilities resulting from such relocation. If no alternate location is available on the Property, this Agreement shall terminate.

11. Compliance; Insurance. PG&E shall have a right to access and inspect the Easement Area at any time to confirm Grantee's compliance with Legal Requirements and the provisions of this Agreement. Prior to the Effective Date of this Agreement, Grantee shall procure, and thereafter Grantee shall carry and maintain in effect at all times during the term of the Agreement, with respect to the Easement Area and the use, occupancy and activities of Grantee, its employees and agents on or about the Easement Area, the insurance specified in **Exhibit C**, attached hereto and made a part hereof by this reference, provided that PG&E reserves the right to review and modify from time to time the coverages and limits of coverage required hereunder, as well as the deductibles and/or self-insurance retentions in effect from time to time (but PG&E agrees that it will not increase required coverage limits more often than once in any five-year period). All insurance required under this Agreement shall be effected under valid, enforceable policies issued by insurers of recognized responsibility, as reasonably determined by PG&E, and shall be written on forms and with insurance carriers acceptable to PG&E. Grantee is also responsible for causing its agents, contractors and subcontractors to comply with the insurance requirements of this Agreement at all relevant times (provided, however, that Grantee, in the exercise of its reasonable judgment, may permit contractors and subcontractors to maintain coverages and limits lower than those required of Grantee, provided the coverages and limits required by Grantee are commercially reasonable in light of applicable circumstances). Any policy of liability insurance required to be maintained hereunder by Grantee may be maintained under a so-called "blanket policy" insuring other locations and/or other persons, so long as PG&E is specifically named as an additional insured under such policy and the coverages and amounts of insurance required to be provided hereunder are not thereby impaired or diminished. In addition, liability insurance coverages may be provided under single policies for the full limits, or by a combination of underlying policies with the balance provided by excess or umbrella liability insurance policies.

12. Mechanics' Liens. Grantee shall keep the Property free and clear of all mechanics', material suppliers' or similar liens, or claims thereof, arising or alleged to arise in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by Grantee or at its request or for its benefit. If any mechanics' liens are placed on the Property in connection with the activities or facilities set forth in this Agreement, Grantee shall promptly cause such liens to be released and removed from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 3143 or any successor statute.

13. Notice. Any notices or communications hereunder shall be in writing and shall be personally delivered or sent by first class mail, certified or registered, postage prepaid, or sent by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at its address or addresses listed below, or to such other address or addresses for a

party as such party may from time to time designate by notice given to the other party. Notices shall be deemed received upon actual receipt by the party being sent the notice, or on the following business day if sent by overnight courier, or on the expiration of three (3) business days after the date of mailing.

If to PG&E:

Pacific Gas and Electric Company  
Attention: Land Agent  
3600 Meadowview Drive  
Redding, CA 96002

With a copy to:

Pacific Gas and Electric Company  
77 Beale Street  
Mail Code B30A  
San Francisco, California 94120  
Attention: Grant Guerra, Esq.

If to Grantee:

Dana Ryan  
P.O. Box 24  
Weaverville, CA 96093

14. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

15. Entire Agreement. This Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended except by a written agreement executed by both parties.

16. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns (subject to the provisions of Section 17). No assignment or delegation by Grantee, whether by operation of law or otherwise, shall relieve Grantee of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of PG&E hereunder shall run with the land.

17. Assignment. This Agreement and the rights of Grantee hereunder are appurtenant to the Benefited Property, and may not be separately assigned, transferred, conveyed or encumbered without prior written consent by PG&E. Any purported assignment, transfer, conveyance or encumbrance violating the foregoing condition shall be void and of no effect.

18. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. 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. Attorneys' fees shall include, without limitation, fees incurred in discovery, contempt proceedings and bankruptcy litigation, and in any appellate proceeding. 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. The covenant in the preceding sentence is separate and several and shall survive the merger of this provision into any judgment on this Agreement. For purposes hereof, the reasonable fees of PG&E's in-house attorneys who perform services in connection with any such action shall be 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 PG&E's Law Department.

19. No Waiver. No waiver with respect to any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. No waiver of any provision of this Agreement by a party shall be construed as a waiver of any subsequent breach or failure of the same term or condition, or as a waiver of any other provision of this Agreement.

20. No Offsets. Grantee acknowledges that PG&E is executing this Agreement in its capacity as the owner of the Easement Area, and not in its capacity as a public utility company or provider of electricity and natural gas. Notwithstanding anything to the contrary contained herein, no act or omission of Pacific Gas and Electric Company or its employees, agents or contractors as a provider of electricity and natural gas shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of PG&E and Grantee under this Agreement. Further, Grantee covenants not to raise as a defense to its obligations under this Agreement, or assert as a counterclaim or cross-claim in any litigation or arbitration between PG&E and Grantee relating to this Agreement, any claim, loss, damage, cause of action, liability, cost or expense (including, but not limited to, attorneys' fees) arising from or in connection with Pacific Gas and Electric Company's provision of (or failure to provide) electricity and natural gas.

21. No Third Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and their respective successors and permitted assigns, and, except as expressly provided herein, does not confer any rights or remedies on any other person or entity.

22. Captions. The captions in this Agreement are for reference only and shall in no way define or interpret any provision hereof.

23. Time. Except as otherwise expressly provided herein, the parties agree that as to any obligation or action to be performed hereunder, time is of the essence.

24. Severability. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this Agreement can be determined and effectuated.

25. Counterparts. This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

26. Other Documents. Each party agrees to sign any additional documents or permit applications which may be reasonably required to effectuate the purpose of this Agreement. Provided, however, that PG&E will not be required to take any action or execute any document that would result in any cost, expense or liability to PG&E.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

PACIFIC GAS AND ELECTRIC COMPANY,      GRANTEE  
a California corporation

By: \_\_\_\_\_  
Loren Loo  
Its: Manager, Land Asset Management  
Technical & Land Services

\_\_\_\_\_  
Dana L. Ryan

\_\_\_\_\_  
Kimberly A. Ryan

Exhibits A, B-1, B-2, C, and D attached

North Valley - Area 6  
Redding Land Service Office  
Operating Department: Electric Transmission  
USGS location: M.D.M. T. 33N., R. 9W., Section 18: NW ¼ of the SE ¼  
FERC License Number(s): N/A  
PG&E Drawing Number(s): Exhibit B-2  
PLAT NO.  
LD of any affected documents: 2433-09-0271 and 2433-09-0267  
LD of any Cross-referenced documents: N/A  
TYPE OF INTEREST: 11C  
SBE Parcel Number: 135-53-018B-3 and 135-53-19-1  
(For Quitclaims, % being quitclaimed): N/A  
Order # or PM #: 40707947  
JCN: N/A  
County: Trinity  
Utility Notice Numbers: N/A  
851 Approval Application No. \_\_\_\_\_ Decision \_\_\_\_\_  
Prepared By: JAT  
Checked By: DBW  
Revision Number:

**EXHIBIT A**

**PG&E PROPERTY**

Lot 79 of Section 18, Township 33 North, Range 9 West, MDM, and the parcel of land, situate in Lot 81 of said Section 18, described in the deed from County of Trinity to Pacific Gas and Electric Company dated February 2, 1971 and recorded in Book 148 of Official Records at page 113, Trinity County Records.

EXHIBIT "B-1"  
EASEMENT AREA

PARCEL 1

An easement, 30' feet in width over a portion of Lot 79, Section 18, Township 33 North, Range 9 West, M.D.M., the centerline of said easement described as follows:

COMMENCING at the corner common to Lots 33, 73, 79 and 81 of said Section 18;

THENCE, along the Westerly line of said Lot 79, South 30° 28' West, 60.7 feet to the Southwesterly corner thereof;

THENCE, along the Southerly line of said Lot 79, South 64° 58' East, 50.00 feet to the centerline of a dirt road, being the POINT OF BEGINNING.

THENCE, along said centerline, North 25° East, 60.3 feet to a point on the Northerly line of said Lot 79;

The sidelines of said easement to be lengthened or shortened so as to begin on the Southerly line of said Lot 79 and end on the Northerly line of said Lot 79.

PARCEL 2

EASEMENT AREA

An easement, 30' feet in width over a portion of Lot 81, Section 18, Township 33 North, Range 9 West, M.D.M., the centerline of said easement described as follows:

COMMENCING at the corner common to Lots 33, 73, 79 and 81 of said Section 18;

THENCE, along the Easterly line of said Lot 81, South 30° 28' West, 60.7 feet;

THENCE, continuing along said Easterly line, South 30° 28' West, 20.00 feet to the centerline of a dirt road, being the POINT OF BEGINNING;

THENCE, along said centerline, North 64° West, 216.0 feet;

THENCE, continuing along said centerline, North 14° West, 32.0 feet;

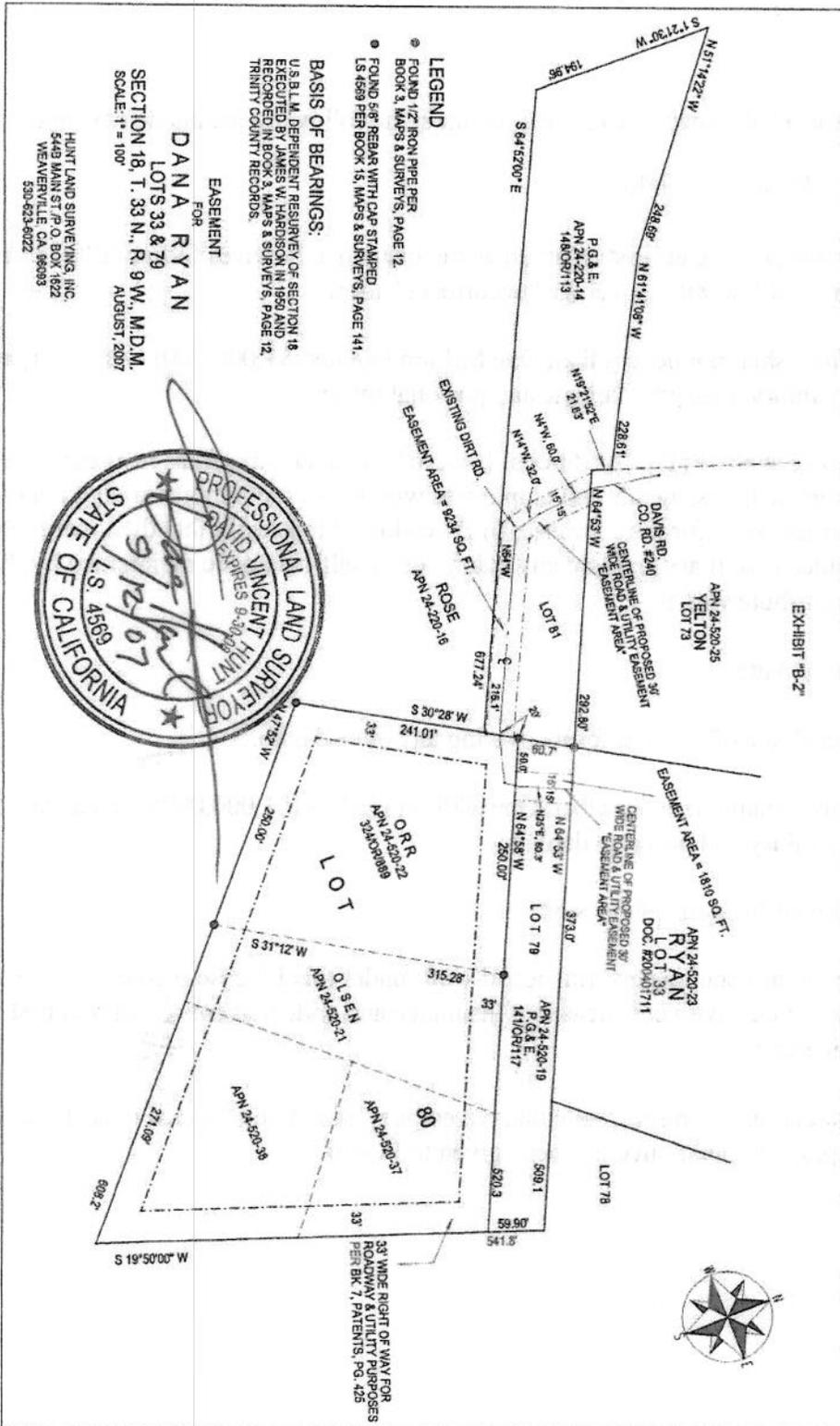
THENCE, continuing along said centerline, North 4° West, 60.0 feet to a point on the Northerly line of said Lot 81.

The sidelines of said easement to be lengthened or shortened so as to begin on the Easterly line of said Lot 81 and end on the Northerly line of said Lot 81.

The description contained hereon is based upon the U.S.B.L.M. Dependent Resurvey of Section 18, executed by James W. Hardison in 1950 and recorded in Book 3 of Maps and Surveys, Page 12, Trinity County Records.



EXHIBIT "B-2"



**LEGEND**

- FOUND 1/2" IRON PIPER PER BOOK 3, MAPS & SURVEYS, PAGE 12.
- FOUND 5/8" REBAR WITH CAP STAMPED LS 4589 PER BOOK 15, MAPS & SURVEYS, PAGE 141.

**BASIS OF BEARINGS:**

U.S. B.L.M. DEPENDENT RESURVEY OF SECTION 18, EDIATED IN BOOK 3, MAPS & SURVEYS IN 1989 AND RECORDED IN BOOK 3, MAPS & SURVEYS, PAGE 12, TRINITY COUNTY RECORDS.

**EASEMENT**

**DANA RYAN**

FOR

**SECTION 18, T. 33 N., R. 9 W., M.D.M.**  
 SCALE: 1" = 100'  
 AUGUST, 2007

HUNT LAND SURVEYING, INC.  
 5449 MAIN ST., P.O. BOX 1622  
 WEAVERVILLE, CA 95993  
 530-623-8022



**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

Licensee shall procure, carry and maintain the following insurance coverage:

A. Personal Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Homeowners' or Personal Liability Coverage "occurrence" form.
2. The limit shall not be less than One Million Dollars (\$1,000,000) each occurrence for bodily injury, property damage and personal injury.
3. Coverage shall: a) By "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of work performed by or for the Licensee; b) Be endorsed to specify that the Licensee's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

B. Personal Auto

1. Personal Auto Coverage form covering any owned auto.
2. The limit shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage.

C. Additional Insurance Provisions

1. Before commencing performance of work under this License Agreement, Licensee shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Licensee.
2. The documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to PG&E.

3. The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to:

Pacific Gas and Electric Company  
Insurance Department  
One Market, Spear Tower, Suite 2400  
San Francisco, CA 94105

Pacific Gas and Electric Company  
3600 Meadowview Drive  
Redding, CA 96002  
Attention: Land Agent

A copy of all such insurance documents shall be sent to PG&E's Land Agent as specified under Notices in the body of the License Agreement.

4. PG&E may inspect the original policies or require complete certified copies, at any time.
5. Upon request, Licensee shall furnish PG&E evidence of insurance for Licensee's agents or contractors.

**EXHIBIT D**

**LEGAL DESCRIPTION OF BENEFITED PROPERTY**

The parcel of land, situate in Section 18, Township 33 North, Range 9 West, MDM, described in the deed from Merle R. Rosenau and Brenda Rosenau to Dana L. Ryan and Kimberly A. Ryan dated April 26, 2004 and recorded as Recorder's Serial Number 200401711 in the Official Records of Trinity County.

AND WHEN RECORDED MAIL  
THIS DEED AND UNLESS OTHERWISE SHOWN  
MAIL TAX STATEMENT TO:

Dana Ryan  
Kimberly A. Ryan  
P.O. Box 24  
Weaverville, CA 96093

Doc # 200401711  
Page 1 of 2  
Date: 4/30/2004 01:19P  
Filed by: TRINITY CO. TITLE CO.  
Filed & Recorded in Official Records  
of TRINITY COUNTY, CA  
DELO B. FORSLUND  
COUNTY CLERK-RECORDER  
Fee: \$87.00

TITLE ORDER #: 51614  
ESCROW #: 51614  
APN: 24-520-23

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INDIVIDUAL GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$77.00

- computed on full value of property conveyed, or
- computed on full value less value of liens and encumbrances remaining at time of sale.
- Unincorporated area: ( ) City of \_\_\_\_\_, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Merle R. Rosenau and Brenda Rosenau, Trustees under the Rosenau Loving Trust dated January 30, 2004 and any amendments thereto

hereby grants to Dana L. Ryan and Kimberly A. Ryan, Husband and Wife as Community Property,

the following described property in the County of Trinity, State of California:

LEGAL DESCRIPTION ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Dated: April 26, 2004

STATE OF CALIFORNIA

COUNTY OF Riverside

On April 29, 2004

before me, the undersigned, a Notary Public in and for said State, personally appeared Merle R. Rosenau  
Brenda Rosenau

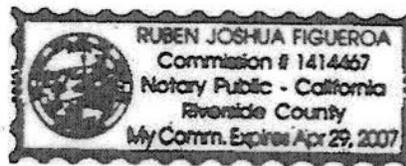
~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s), whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

  
Merle R. Rosenau, Trustee

  
Brenda Rosenau, Trustee



(This area for official notarial seal)

EXHIBIT "A"

That real property situated in the County of Trinity, State of California, described as follows:

Lot 33, Section 18, Township 33 North, Range 9 West, M.D.B. & M., according to the official plat thereof.

EXCEPTING AND RESERVING unto the United States all coal, oil, gas and other mineral deposits and all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable material all as reserved in the United States Patent to Charles C. Davis, dated March 24, 1953 and recorded April 2, 1953 in Book 7 of Patents at page 418, Trinity County Records.

TOGETHER WITH a non-exclusive easement 15 feet in width for ingress, egress and utilities purposes as reserved in the deed to John Contantine recorded May 9, 2002, Instrument No. 200201846.

ALSO TOGETHER WITH a non-exclusive easement for ingress, egress and utilities purposes 15 feet in width as reserved in the deed to Douglas A. Kohl, et ux, recorded February 11, 2003, Instrument No. 200300674.

Exchange Value \$24,225.<sup>00</sup>

2433-09-0267

Serial No. S 2817

WHEN RECORDED  
RETURN TO:

E. E. Domeney - #701  
P. G. & E. Co.  
245 Market St.  
San Francisco, Calif. 94106

# The United States of America, 1370

To all to whom these presents shall come, Greeting: RECORDED AT REQUEST OF

*Inter County Title Co.*  
54 MIN. PAST 12 noon  
JUN 23 1970

*T/P not required.*

WHEREAS

COMPARED INDEXED TRINITY COUNTY RECORDS  
*Helen J. Smith*  
RECORDER *aya FFE 2.00*

Pacific Gas and Electric Company

is entitled to a Land Patent pursuant to Section 8, Act of June 28, 1934,  
48 Stat. 1272, as amended, 43 U.S.C. 315g (1964), for the following described  
land:

Mount Diablo Meridian, California

T. 33 N., R. 9 W.,

Sec. 18, Lots 79 and 88;

Containing 25.19 acres.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES unto  
the above named claimant the land above described; TO HAVE AND TO HOLD the  
said land with all the rights, privileges, immunities, and appurtenances, of  
whatsoever nature, thereunto belonging, unto the said claimant, its successors  
and assigns, forever;

EXCEPTING AND RESERVING TO THE UNITED STATES from the land so granted:

1. A right-of-way thereon for ditches or canals constructed by the authority of the United States. Act of August 30, 1890, 26 Stat. 391, 43 U.S.C. 945;
2. A right-of-way for a Federal Aid Highway. Act of August 27, 1958, as amended, 23 U.S.C. 317.

DOCUMENTARY TRANSFER TAX \$26.95  
Computed on full value

*F.C. Fickel*, Inter-County Title Co.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

[SEAL]

GIVEN under my hand, in Sacramento, California, the FIFTEENTH day of MAY in the year of our Lord one thousand nine hundred and SEVENTY and of the Independence of the United States the one hundred and NINETY-FOURTH.

Por. SE $\frac{1}{4}$  of Sec. 18,  
T.33N.,R.9W.M.D.B.&M.

By

*John E. G... ..*  
Chief, Branch of Title and Records  
Sacramento Land Office

Patent Number 04-70-0230



125.00

IN REPLY REFER TO

# United States Department of the Interior

S 2817  
2200 (L;GAB)

BUREAU OF LAND MANAGEMENT  
LAND OFFICE  
E-2807 Federal Office Building  
2800 Cottage Way  
Sacramento, California 95825

Your reference:  
Exchange of Lands With  
USBLM, Trinity and  
El Dorado Counties,  
GM 171459 610.5

## DECISION

MAY 7 1970

*ESD*  
*Wait for*  
*Patent*  
*Recd*

Pacific Gas and Electric Company :  
245 Market Street :  
San Francisco, California 94106 : Private Exchange

### Title to Offered Lands Accepted Patent to Selected Lands to Issue

Title to the lands offered in exchange by the above-named applicant is satisfactory to the Government, and the requirements of all applicable laws and regulations have been met. Therefore, title is hereby accepted to the offered lands which are described as follows:

T. 11 N., R. 11 E., M.D.M., California  
Sec. 20, Lots 41 and 42 *2111-11-0260*  
33.50 acres

A patent will be issued for the selected lands which are described as follows:

T. 33 N., R. 9 W., M.D.M., California *2433-09-0267*  
Sec. 18, Lots 79 and 88 (formerly described as Lots  
44 and 79)  
25.19 acres

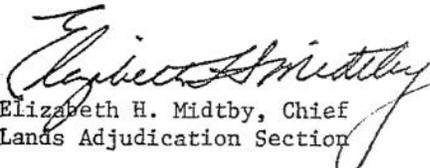
There is reserved from the lands hereby granted a right-of-way thereon for ditches or canals constructed by the authority of the United States, Act of August 30, 1890, 26 Stat. 391; 43 U.S.C. 945.

The patent on the selected lands will be subject to a reservation for a Federal Aid Highway, Act of August 27, 1958, as amended, 23 U.S.C. 317.

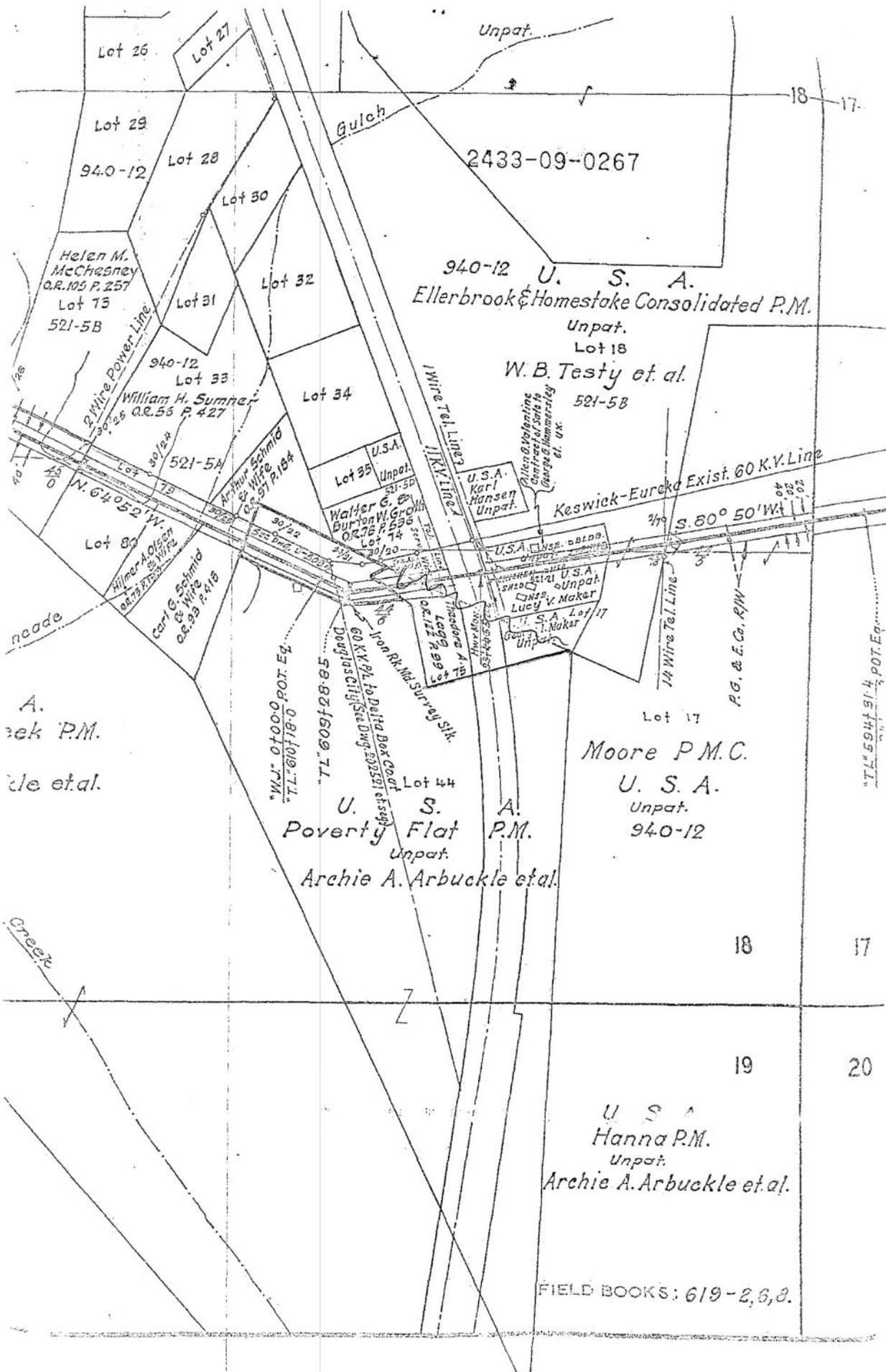
Interests in the rights-of-way Sacramento 036462 and Sacramento 040882 for power lines issued under the Act of March 4, 1911 (36 Stat. 1253), as amended, will merge with the title conveyed, as to the above-described lands affected by the rights-of-way.

The offered lands are subject to easements, conditions, and exceptions as noted in Title Insurance Policy No. 77888 dated February 2, 1970, and grant deed dated December 11, 1969, recorded February 2, 1970, copies of which are attached and made a part hereof.

The land acquired by the United States in the exchange will immediately become subject to administration by the Bureau of Land Management, but will not be subject to appropriation under the public land laws unless and until an appropriate order authorizing such appropriation has been issued by the authorized officer.

  
Elizabeth H. Midtby, Chief  
Lands Adjudication Section

cc: Inter-County Title Company, P.O. Box 387, Placerville, California  
Attn Mr. F. C. Fickel, Escrow Officer (Escrow No. 77888)



A.  
ek P.M.  
le et al.

U. S. A.  
Poverty Flat P.M.  
Unpat.  
Archie A. Arbuckle et al.

Lot 17  
Moore P.M.C.  
U. S. A.  
Unpat.  
940-12

U S A  
Hanna P.M.  
Unpat.  
Archie A. Arbuckle et al.

FIELD BOOKS: 619-2, 6, 8.

24-520

T.A.C. 71-019  
71-020

PORTION OF THE E 1/2 OF SECTION 18, T. 33 N., R. 9 W., M.D.B.& M.

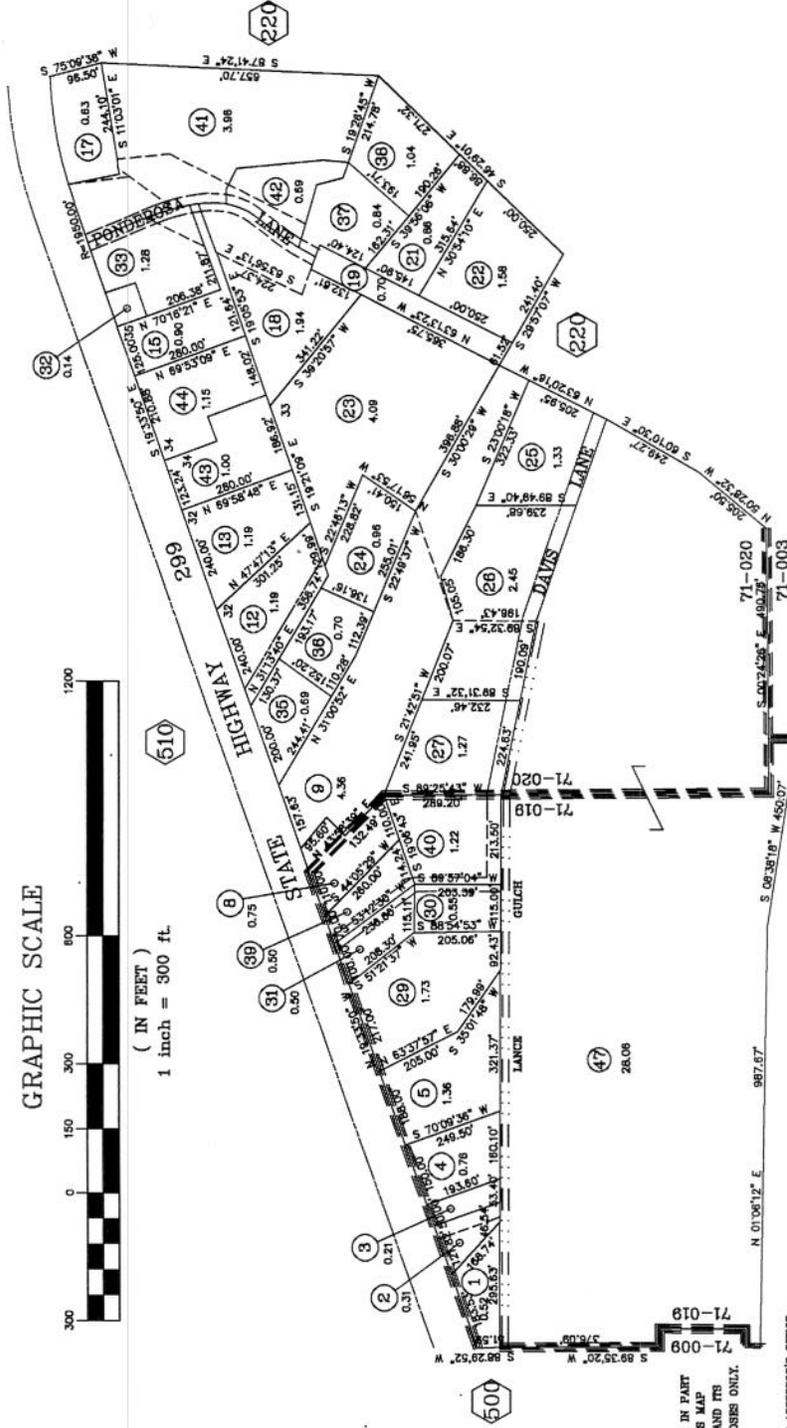
MAPS OF RECORD:  
6/1/06  
7/1/07  
11/1/14  
18/1/15  
16/1/16



GRAPHIC SCALE



( IN FEET )  
1 inch = 300 ft.



ALTHOUGH BASED IN WHOLE OR IN PART  
ON RECORDED INFORMATION THIS MAP  
IS NOT A RECORD OF SURVEY AND ITS  
USE IS FOR ASSESSMENT PURPOSES ONLY.

COPYRIGHT 1993, TRINITY COUNTY ASSESSOR'S OFFICE

TRINITY COUNTY ASSESSOR'S OFFICE  
BOOK TWENTY-FOUR PAGE FIFTY-TWO  
OCTOBER 3, 2005



3003-6807

AFTER RECORDING, RETURN TO:

Pacific Gas and Electric Company  
245 Market Street  
San Francisco, California 94106

Consideration # 1,944.00

DOCUMENTARY TRANSFER TAX \$ <u>2.20 pd</u>
<input checked="" type="checkbox"/> COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.
<input type="checkbox"/> OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.
<u>Donna L. McFly</u> TRINITY COUNTY TITLE COMPANY
Signature of Declarant or Agent determining tax. Firm Name

Trinity Sub. 60KV. Outlets

GRANT DEED

2433-09-0271

FOR RECORDER'S USE ONLY

1369

RECORDED AT REQUEST OF  
TRINITY COUNTY TITLE COMPANY

JUN 16 1971

11:12 A.M.  
TRINITY COUNTY RECORDS  
MELLEN J. SMITH, RECORDER  
INDEXED  
COMPANY  
440 pd  
125 - conform

COUNTY OF TRINITY, a political subdivision of the State of California, first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, second party, that certain real property, situate in the County of Trinity, State of California, described as follows:

Beginning at the corner common to Lots 33, 73, 79 and 81 of Section 18, Township 33 North, Range 9 West, M.D.B. & M., and running thence along the general easterly boundary line of said Lot 81 the following two courses, namely: north 64° 45' 08" west 292.80 feet, and north 19° 21' 52" east 21.36 feet; thence north 64° 41' 08" west 228.61 feet; thence north 51° 14' 22" west 248.69 feet to a point in the westerly boundary line of said Lot 81; thence south 1° 21' 30" west, along the westerly boundary line of said Lot 81, a distance of 194.96 feet; thence south 64° 52' 00" east 677.24 feet to a point in the southeasterly boundary line of said Lot 81; thence north 30° 39' 44" east, along the southeasterly boundary line of said Lot 81, a distance of 97.72 feet, more or less, to the point of beginning; containing 1.944 acres, and being a portion of said Lot 81.

Reserving to first party the right to use a strip of land of the uniform width of 40 feet for ingress to and egress from its remaining real property

-1-

MAIL TAX STATEMENTS TO:  
Pacific Gas and Electric Company  
245 Market Street  
San Francisco, California 94106

148 113

adjacent to said 1.944 acre parcel of land over and across said 1.944  
acre parcel of land at a location to be mutually agreed upon by first  
party and second party.

Dated February 2, 19 71.

COUNTY OF TRINITY

By *Hazel K. Wilburn*  
Chairman, Board of Supervisors

Attest HELEN J. SMITH

*By Bessie J. Jay, Deputy*

SEAL

Shasta  
GM 166255  
Dwg. 217788  
T.33N., R.9W.,  
M.D.B. & M.  
70-004  
LS  
sd

Prepared *H.C.*

Checked *[Signature]*

NOV. 20 1970\*

NOV 20 1970

RESOLUTION OF AUTHORIZATION

BE IT RESOLVED by the Board of Supervisors of the County of Trinity, State of California, that said Board does hereby agree to the execution of the Grant Deed from the County of Trinity to the Pacific Gas and Electric Company covering approximately 1.944 acres of land.

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of said County and State be and he is hereby authorized and instructed to execute said Grant Deed for and on behalf of the County of Trinity and the Board of Supervisors of Trinity County.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Trinity, State of California, held on the 2nd day of February, 1971, by the following vote:

AYES: **Supervisors Harrison, Burks, Seymour, Loomis, and Willburn**

NOES: **None**

ABSENT: **None**

*David K. Willburn*  
CHAIRMAN - Board of Supervisors of the  
County of Trinity, State of California.

ATTEST:

HELEN J. SMITH

County Clerk and Ex-Officio Clerk of the  
Board of Supervisors of the County of  
Trinity, State of California.

SEAL

By *Bessie J. Loy*  
Deputy

BOOK 148 PAGE 115



2433-09-0271

Trinity County

Order Number

Policy Number  
S69 496

POLICY OF TITLE INSURANCE



WESTERN TITLE INSURANCE COMPANY

ESTABLISHED 1848

INCORPORATED 1902

WESTERN TITLE INSURANCE COMPANY, a corporation of California, herein called the Company, for a valuable consideration paid for this policy, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in Schedule B or in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.

IN WITNESS WHEREOF, WESTERN TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned: *[Signature]*  
Vice President

WESTERN TITLE INSURANCE COMPANY

By *[Signature]* President

By *[Signature]* Secretary

Trinity County

Order Number

Policy Number  
S 69 496

Fee \$ 85.00

19530

Amount \$ 1,944.00

SCHEDULE A  
Effective Date June 16, 1971 at 11:12 O'clock a. m.

NAME OF INSURED  
PACIFIC GAS AND ELECTRIC COMPANY

1. The estate or interest in the land described or referred to in Schedule C covered by this Policy is:

A Fee

2. Title to the estate or interest covered by this policy at the date hereof is vested in:

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

PART ONE

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

PART TWO

- 1st- Exceptions, reservations and rights of way as contained in the Patent from the State of California to the County of Trinity, dated January 15, 1965 and recorded January 22, 1965 in Book 111 of Official Records at page 251, Trinity County Records.
- 2nd- The following as contained in the deed from County of Trinity a political subdivision of the State of California to Pacific Gas and Electric Company, a California corporation, dated February 2, 1971 and recorded June 16, 1971 in Book of Official Records at page , Recorder's File No. 1369, Trinity County Records:  
"Reserving to first party the right to use a strip of land of the uniform width of 40 feet for ingress to and egress from its remaining real property adjacent to said 1.944 acre parcel of land over and across said 1.944 acre parcel of land at a location to be mutually agreed upon by first party and second party."

Trinity County

Order No. 19530

Policy Number

§ 69 496

SCHEDULE B (Continued)

3rd- Any and all mortgages, chattel mortgages, financing statements, deeds of trust, trust indentures and supplements thereto executed by Pacific Gas And Electric Company, a California Corporation or by its predecessors in interest.

Trinity County  
Policy Number  
S 69 496

Order No. 19530

SCHEDULE C

The land referred to in this Policy is described as:

All of those certain lots, pieces or parcels of land situate, lying, and being in the County of Trinity, State of California, more particularly described as follows:

Beginning at the corner common to Lots 33, 73, 79 and 81 of Section 18, Township 33 North, Range 9 West, M.D.B. & M., and running thence along the general easterly boundary line of said Lot 81 the following two courses, namely: north  $64^{\circ} 45' 08''$  west 292.80 feet, and north  $19^{\circ} 21' 52''$  east 21.36 feet; thence north  $64^{\circ} 41' 08''$  west 228.61 feet; thence north  $51^{\circ} 14' 22''$  West 248.69 feet to a point in the westerly boundary line of said Lot 81; thence south  $1^{\circ} 21' 30''$  west along the westerly boundary line of said Lot 81, a distance of 194.96 feet; thence south  $64^{\circ} 52' 00''$  east 677.24 feet to a point in the southeasterly boundary line of said Lot 81; thence north  $30^{\circ} 39' 44''$  east, along the southeasterly boundary line of said Lot 81, a distance of 97.72 feet, more or less, to the point of beginning; containing 1.944 acres, and being a portion of said Lot 81.

RESERVING to the State of California all oil, gas, oil shale, coal, phosphate, sodium, gold, silver and all other mineral deposits contained in said lands as reserved in the Patent from the State of California to the County of Trinity, dated January 15, 1965 and recorded January 22, 1965 in Book 111 of Official Records at page 251, Trinity County Records.

Correct as to  
Description *AMH*  
JUL-7 1971

INDORSEMENT

Attached to Policy No. S 69 496

Issued by

WESTERN TITLE INSURANCE COMPANY,  
a corporation

The following exclusion from coverage under this policy is added as paragraph 3 (f) of the conditions and stipulations:

“Any ‘consumer credit protection’, ‘truth in lending’ or similar law.”

This indorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

WESTERN TITLE INSURANCE COMPANY

By

  
Vice-President

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land;

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;

(d) "date": the effective date;

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument; and

(f) "insured": the party or parties herein designated as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an Insured herein or not.

### 2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

### 3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reason of the following:

(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.

(b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.

(c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any easements or encumbrances therein unless this policy specifically provides that such property, rights or encumbrances are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded hereinafter.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.

(e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge.

### 4. DEFENSE AND PROSECUTION OF ACTIONS—NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the indebtedness secured by a mortgage covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case

knowledge shall come to the Insured of any claim, title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or if an Insured in good faith leases or contracts to sell, lease, or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any rejection by reason of claimed unmarketability of title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of an Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

### 5. NOTICE OF LOSS—LIMITATION OF ACTION

In addition to the notices required under paragraph 4(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

### 6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

### 7. PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or en-

cumbrance within a reasonable time after receipt of notice; or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

### 8. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described in Schedule A, and the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph numbered 8 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

### 9. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

### 10. POLICY ENTIRE CONTRACT

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

This policy shall not be valid until countersigned by a Vice President of the Company. No provision or condition of this policy can be waived or changed except by writing, endorsed hereon or attached hereto, signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

### 11. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its Main Office, 350 Bush Street, San Francisco, California.

The fee specified on the face of this policy is the total fee for title search and examination and for title insurance.

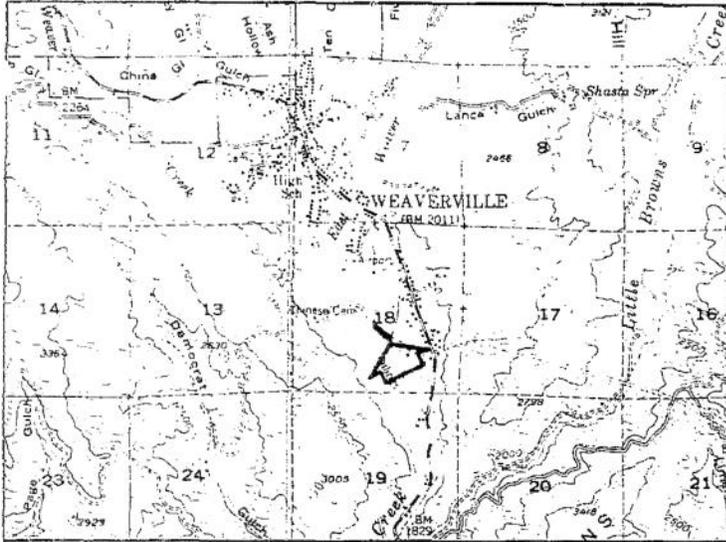
**WESTERN TITLE  
INSURANCE COMPANY**  
SAN FRANCISCO, CALIFORNIA



ISSUED THROUGH THE OFFICE OF  
**TRINITY COUNTY  
TITLE COMPANY**  
WEAVERVILLE, CALIFORNIA

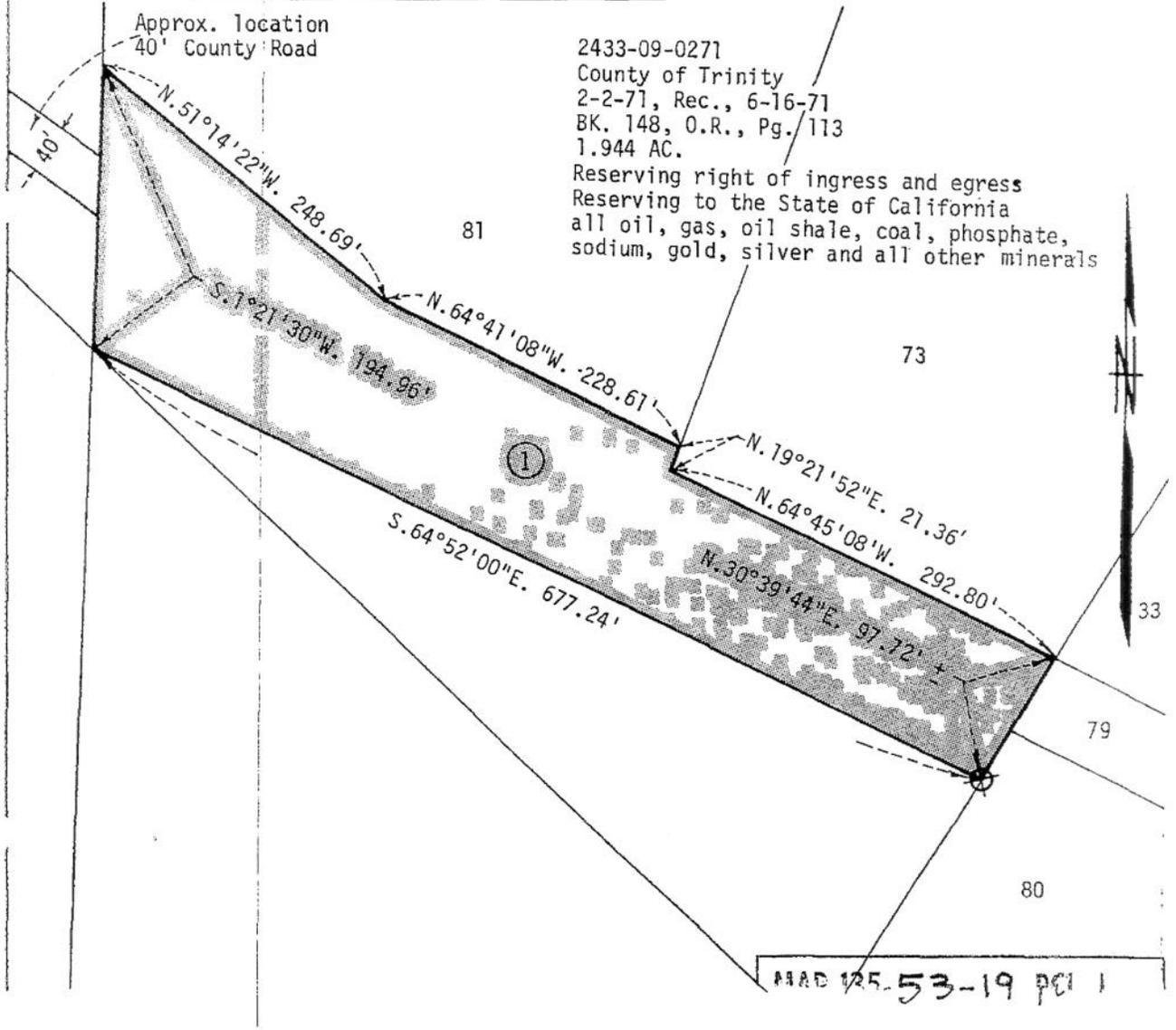


PACIFIC GAS AND ELECTRIC COMPANY  
SAN FRANCISCO, CALIFORNIA



SECTION 18	TOWNSHIP 33N.	RANGE 9W.	MERIDIAN M.D.
COUNTY OF Trinity			
CALIFORNIA COORDINATES ZONE 1		LEGEND	
E. 1,742,800		△ CALCULATED COORD	
N. 504,300		⊕ SCALED COORD	
U.S.G.S. QUAD 327220 Weaverville			
CITY, RANCHO, SUBDIVISION, ETC.			
SCALE 1" = 100'	DIVISION Shasta	DATE LAST CHANGED	

60 KV. Outlets at Trinity Substation  
G.M. 166255  
Ref. Dwg. 217788 & 217789



PG&E Advice 3158-E

Attachment 2



April 19, 2007

Mr. Dana Ryan  
P O Box 24  
Weaverville, CA 96093

Re Summary Appraisal Report of a proposed access and utility easement across the property located at the southern terminus of Davis Road, Weaverville, Trinity County, CA 96093. Also identified as Trinity County APN 024-220-14 (a portion) and 024-520-19 (a portion). Ryan Appraisals File No. 270020

Dear Mr. Ryan:

As you requested, we have prepared a summary appraisal report for an access and utility easement on the subject property referenced above. The market was researched and pertinent data analyzed to provide an opinion of market value for vehicle access and utility easements across the subject property. The fee simple interest is appraised. Mr. Dana Ryan is not related in any way to Charles W. Ryan, MAI, the appraiser of this report.

We estimate the market value of the subject easement, subject to the definitions, underlying assumptions, hypothetical and limiting conditions set forth in this report, based on the analysis of the data contained in this report, and the definition of market value, as of the last date of inspection on April 10, 2007, to be as follows.

**OPINION OF MARKET VALUE OF THE PROPOSED EASEMENT                    \$2,800**

This summary appraisal report is completed in accordance with the Uniform Standards of Professional Appraisal Practice of the Appraisal Institute. Furthermore, this report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report.

Documentation concerning the data, reasoning, and analysis is maintained in the appraiser's files. The depth of discussion contained in this report is specific to the intended use of the client. The appraiser is not responsible for unauthorized use of this report. **Neither all or any part of the contents contained within this appraisal report, specifically any conclusions to value, the identity of the appraiser, or the firm with which the appraiser was contracted, shall be disseminated to the public through advertising, news, sales, public relations or any other**

Mr. Ryan  
April 19, 2007  
Page 2

**means without prior written approval and consent of the appraiser. The contents of this appraisal report is confidential and the property of Ryan Appraisals and cannot be released by the reader without written permission.** Charles W. Ryan, MAI has completed the requirements under the continuing education program of The Appraisal Institute.

Sincerely,

A handwritten signature in cursive script that reads "Charles W. Ryan". The signature is fluid and includes a long horizontal flourish at the end.

Charles W. Ryan, MAI  
CA Cert. No. AG 006156  
Expiration: June 25, 2008

CWR/JCB; klh

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## **UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS**

1. This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any and all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
12. It is assumed that the utilization of the land and improvements are within the boundaries or property lines of the property described, and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde, foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.



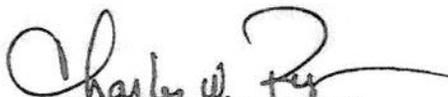
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans With Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only properly written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
19. Mr. Dana Ryan is not related in any way to Charles W. Ryan, the appraiser.



## CERTIFICATE OF APPRAISAL

I certify, that to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
8. I have made a personal inspection of the property that is the subject of this report.
9. J. Craig Brown provided significant professional research assistance to the person signing this report.
10. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. As of the date of this report, I, Charles W. Ryan, MAI, have completed the requirements under the continuing education program of the Appraisal Institute.

  
Charles W. Ryan, MAI  
Appraiser

Date: April 19, 2007

# QUALIFICATIONS OF CHARLES W. RYAN, MAI

OREA Appraiser Identification Number AG006156

## PROFESSIONAL EXPERIENCE

- Crocker Citizens National Bank  
Sacramento, CA  
1962-1964  
As a staff appraiser for the bank, my duties consisted of the appraisal of urban properties in metropolitan Sacramento and the Lake Tahoe region. Duties also included training of new appraisers and administrative trainees.
- State Board of Equalization-Division of  
Intercounty Equalization  
1964-1968  
Staff duties included the appraisal of farms, ranches, and commercial and industrial properties throughout the State of California.
- Office of Appraisal Appeals  
State Board of Equalization)  
1968-1976  
As a Senior Appraiser, duties involved the review of both appraisals prepared by board staff and county personnel and ultimate re-appraisal. Professional territory was the entire State of California involving heavy commercial and industrial property in Los Angeles and Bay area counties plus rural and recreational properties in the central and north counties.
- Independent Fee Appraiser  
1976 to Present  
As an independent fee appraiser, I have completed appraisal assignments for financial institutions, attorneys, corporations, public agencies, and individuals on all property types.

## OTHER EXPERIENCES

- Past President (1988), Sierra Nevada Chapter - Appraisal Institute
- Past Chairman, Shasta County Assessment Appeals Board
- Former Faculty, Appraisal Institute
- Past Chairman Board of Trustees, Mercy Foundation North
- Past President (1997-1998) Rotary Club of Redding
- Board Chair - Board of Directors - Turtle Bay Exploration Park and Museum
- Vice President, Shasta Family YMCA
- Board of Directors, Shasta Senior Nutrition & Golden Umbrella

## QUALIFIED AS EXPERT WITNESS

Superior Courts of Shasta, Tehama, Trinity, Lassen, Siskiyou, Los Angeles, Sacramento, Santa Clara, Orange, and Riverside Counties.

## EDUCATION

- California State Polytechnic University: Bachelor of Science Degree, Agriculture
- American Institute of Real Estate Appraisers: Completed Courses I, II, III, VII & Litigation Courses. State Board of Equalization Appraisal Courses

## CONTINUING EDUCATION

"The Appraisal Institute conducts a voluntary program of continuing education for its designated members. MAI's and RM's who meet the minimum standards of this program are awarded periodic education certification." I am certified under this program.



## SUMMARY OF FACTS

Vehicle Access and Utilities Easement across the property located at  
the southern terminus of Davis Road  
Weaverville, CA 96093

### VALUATION SUMMARY

Land Value of the Proposed Easement: \$2,800

### HIGHEST AND BEST USE

As Vacant Land: Right-of-way

As Improved: Existing Utility Right of Way Existing right-of-way for road and utility

**Assessor's Parcel Number:** 024-220-14 (A portion) & 024-520-19 (A portion)

**Site Data:** The land area affected by the proposed vehicle access and utility easement has been determined by an engineer's survey to comprise approximately 11,040 square feet or about 0.25 acres. The easement crosses a portion of two separate, adjacent land parcels owned by Pacific Gas and Electric Company that are used for the purpose of an electric, high-voltage powerline right-of-way.

**Improvements:** The vacant property has several large powerline support structures that cross the property. A steep, unpaved, graded road connects the terminus of Davis Road and the client's vacant land parcel near the top of a steep slope.

**Zoning:** R-1, Single Family Residence with a minimum parcel area of 6,000 square feet.

**Flood Plain:** The subject parcel is in Zone X (An area outside of the 500 year flood plain) as illustrated in FEMA FIRM Map Panel No. 06405C0510D dated April 17, 1996.

**Date of Valuation:** April 10, 2007

**Property Rights Appraised:** Easement for ingress and egress and utilities

**Appraisers:** Charles Ryan, MAI



# SUBJECT PHOTOGRAPHS



**Photo 1**

The subject as seen from Davis Road



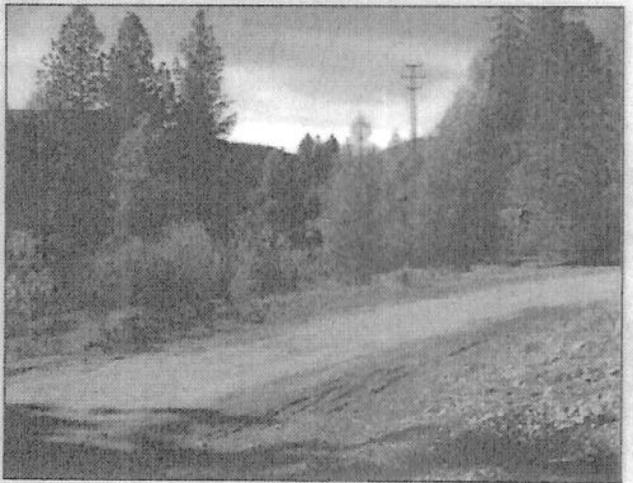
**Photo 2**

The subject as seen from Ponderosa Lane



**Photo 3**

Terminus of Davis Road on the subject



# SUBJECT PHOTOGRAPHS



**Photo 4**  
Davis Road looking north



**Photo 5**  
Flood zone adjacent to the subject property



**Photo 6**  
Adjacent single-family residential property



## **INTRODUCTORY DATA**

### ***Intended Use and Intended User of the Report***

To assist the client, Mr. Dana Ryan, in determining the market value of an existing P. G. & E. Right-of-way for vehicle access and utility easement.

### ***Scope of the Report***

The scope of work is to clearly define the objectives of the intended user and users of the work product. The client, Dana Ryan, has requested a Summary Appraisal report of an existing right-of-way currently used for road and utility purposes. The report is a portion of two separate parcels that is estimated to include approximately 11,040 square feet of land area as a vehicle access and utility easement. The two subject land parcels are currently used for a high-voltage powerline right-of-way. The subject is located at the southern terminus of Davis Road, Weaverville, Trinity County, California.

Our property inspection included an examination of both parcels and the powerline support structures.

An opinion of highest and best use was developed in an effort to compare the subject property to sold properties that have similar highest and best uses. Though the subject property is improved with powerline support structures, both parcels have single family residential zoning and the current use is legally conforming. The structures are to remain undisturbed by the vehicle access and utility easement, as proposed. Due to the preceding conditions, we employ the sales comparison approach to form our land value opinion of the subject property in its improved "as is" condition.

The market area was searched for sales to use for comparison purposes. With the aid of local buyers, sellers, agents, government employees, developers, a local multiple listing service and a data site which services the region, we were able to:

- Identify transactions in the market to use as comparable sales to estimate the land value.
- Identify land sales in the market to use in our Highest and Best Use Analysis.
- Identify market trends for our market analysis.



Data found in the local Weaverville area is deemed sufficient to form a reliable analysis and value conclusion for the subject.

This Summary Appraisal Report is completed in accordance with the Uniform Standards of Professional Appraisal Practice of the Appraisal Institute. Furthermore, this report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. The depth of discussion contained in this report is specific to the intended use by the client as stated above. The appraiser is not responsible for unauthorized use of this report.

### Critical Factors, Assumptions and Hypothetical Conditions

- 1) Pacific Gas and Electric Company, the owner of the subject properties, has indicated its willingness to allow a vehicle access and utility easement to encumber its property. The easement is assumed to conform to the dimensions indicated on the submitted property survey map.

### **Definition of Market Value**

Market value is defined as follows:

*"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:*

- ▶ *Buyer and seller are typically motivated;*
- ▶ *Both parties are well informed or well advised, and acting in what they consider their best interests;*
- ▶ *A reasonable time is allowed for exposure in the open market;*
- ▶ *Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*



- ▶ *The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

*(12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)*

### ***Easement Appurtenant***

I appraised the easement appurtenant in the subject property. Easement Appurtenant is defined as: *"An easement that is attached to, benefits, and passes with the conveyance of the dominant estate; runs with the land for the benefit of the dominate estate and continues to burden the servient estate even if it is conveyed to new owners."*

### ***Cash Equivalency in Value Estimates***

The market value of the subject property is reported in many ways: (1) cash, (2) terms of financial arrangement equivalent to cash, or (3) other precisely defined terms. Our value estimate assumes terms of financial arrangements equivalent to cash. Adjusting for odd financing varying from cash equivalency is completed when necessary. Cash equivalency analysis is:

*"A price expressed in terms of cash, as distinguished from a price expressed totally or partly in terms of the face amounts of notes or other securities that cannot be sold at their face amounts. Calculating the cash-equivalent price requires an appraiser to compare transactions involving atypical financing to transactions involving comparable properties financed at typical market terms."*

### ***Interview and Inspection***

The property was last inspected on April 10, 2007 with Mr. Dana Ryan.

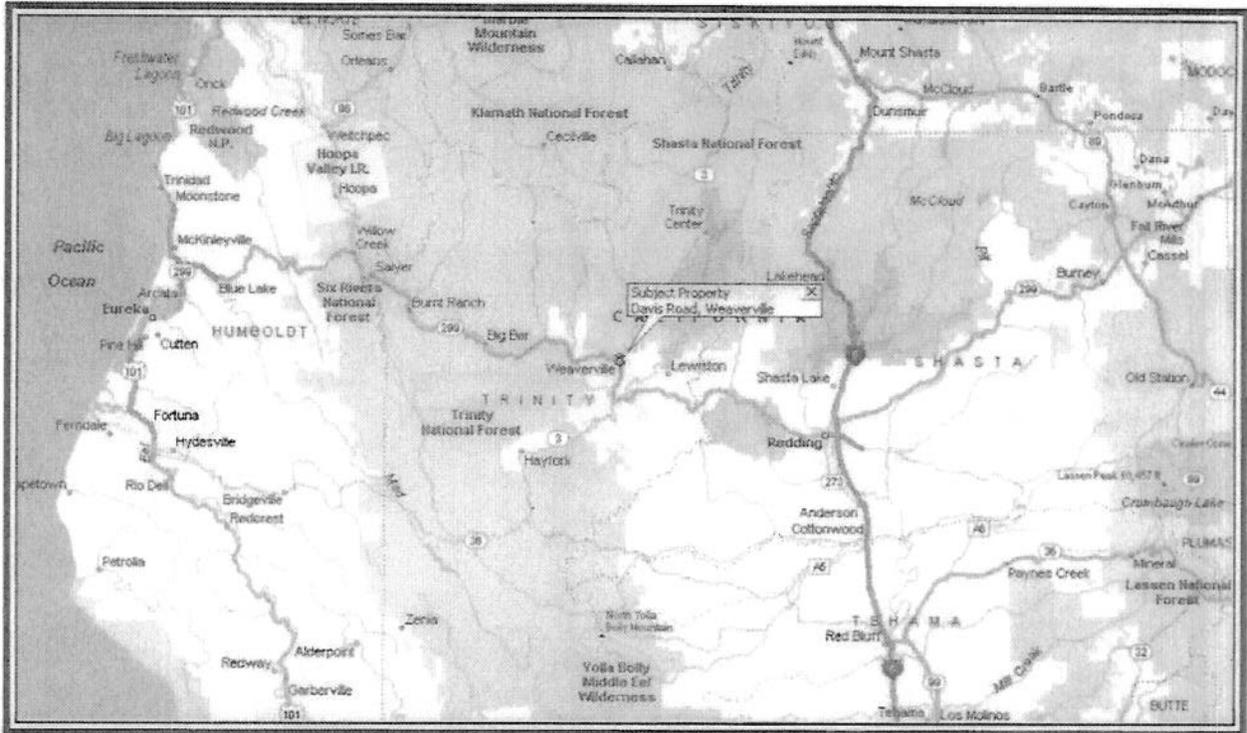
### ***Exposure Time***

The Appraisal Standards Board of the Appraisal Foundation defines exposure time as:

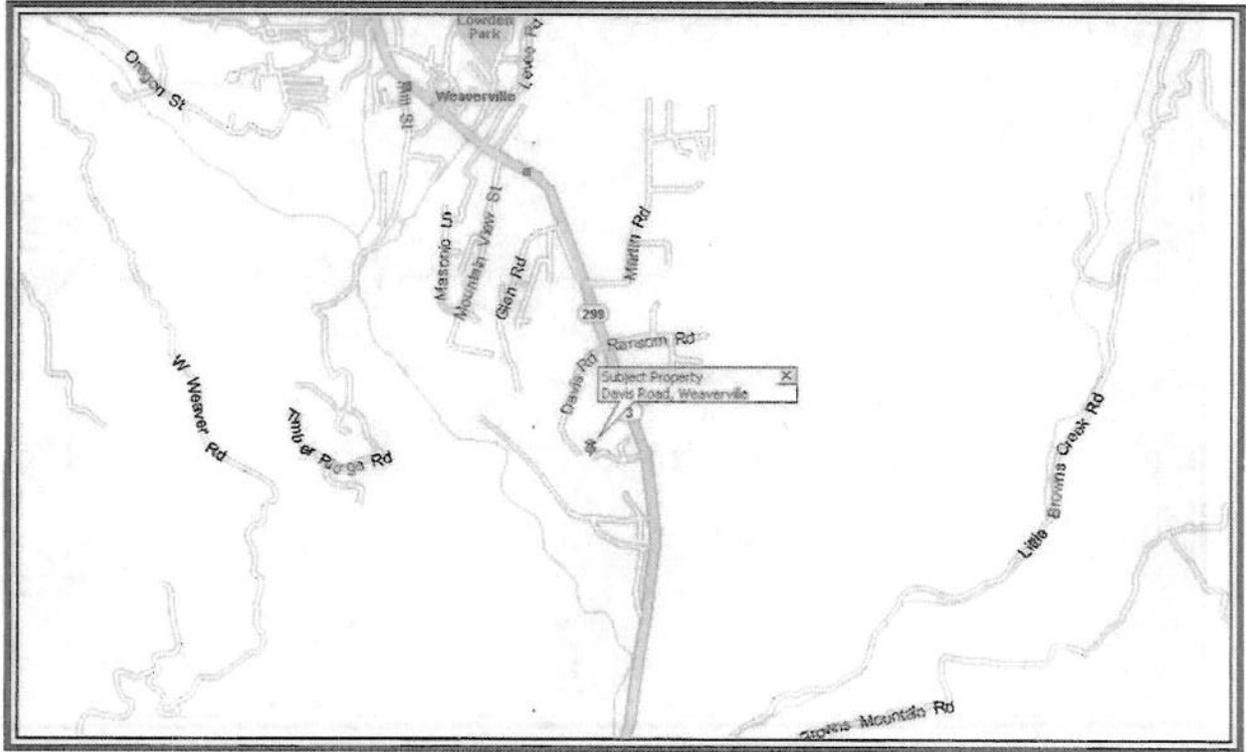
*"The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market."*

For this appraisal, I anticipate a hypothetical exposure time in the "as-is" condition of about one year.

# REGIONAL MAP



# MARKET AREA MAP



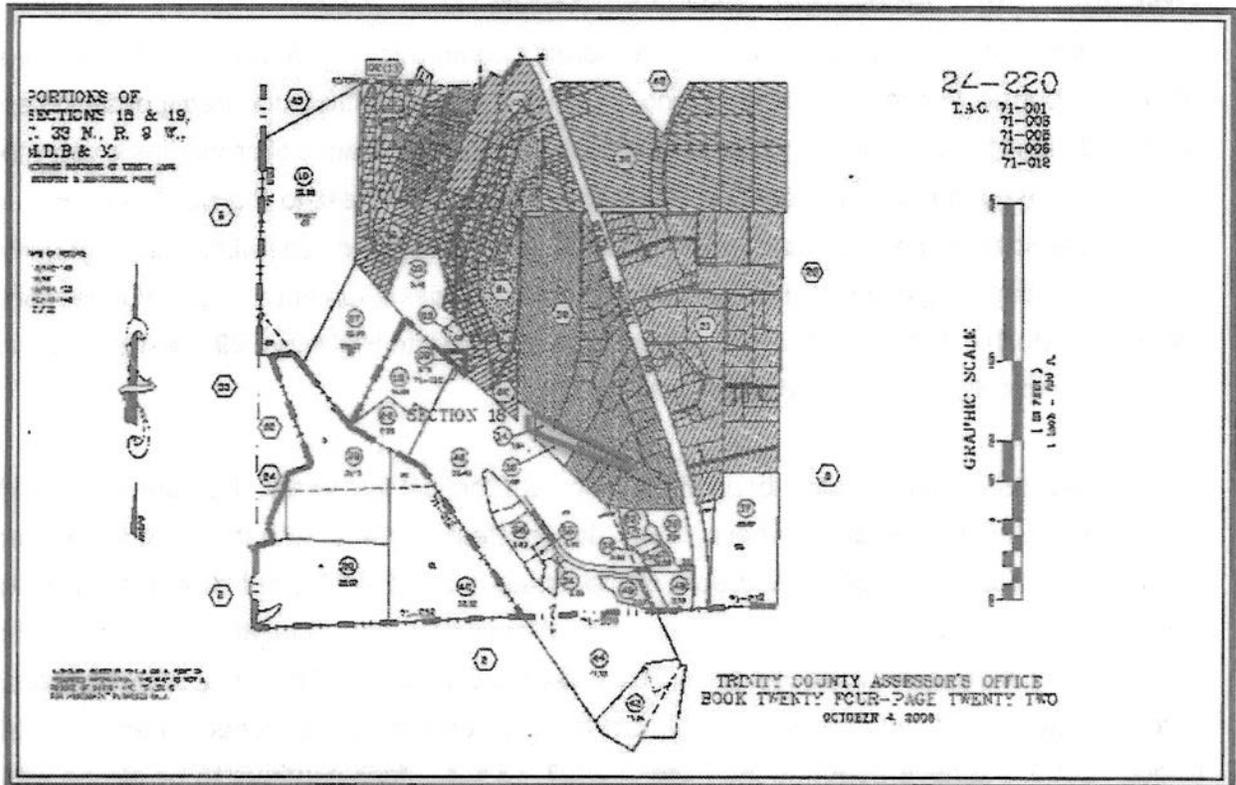
## **MARKET AREA DISCUSSION**

### ***Neighborhood and Market Area Discussion***

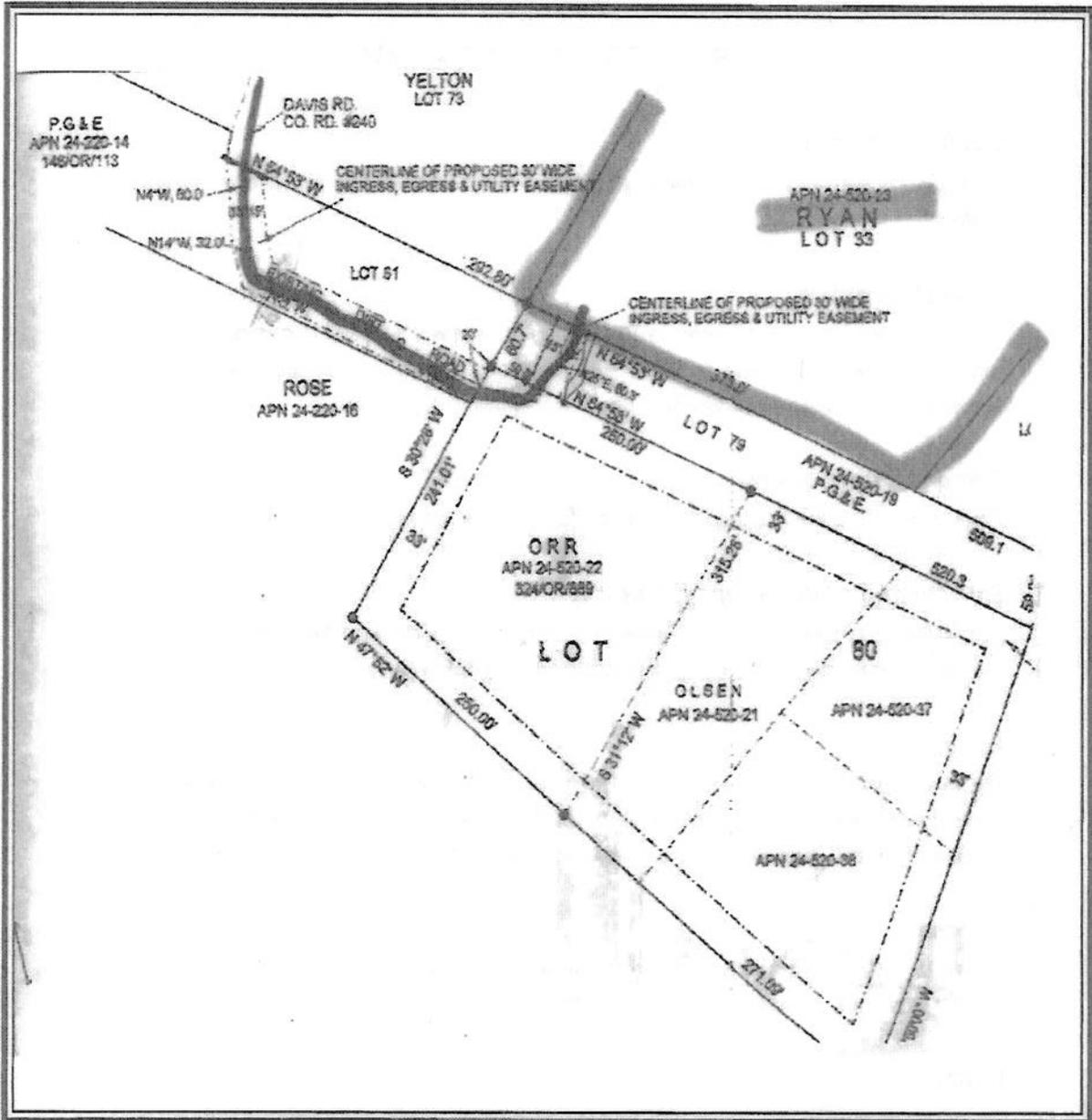
The subject property is located in the unincorporated community of Weaverville, the county seat of Trinity County. Schools, parks, shopping, police and fire protection, and transportation service are found within the community. Property compatibility and appearance of properties is very mixed. The subject neighborhood is bounded by State Highway 299 West to the north and east, and Weaver Creek as the southern and western boundary. Primary land uses within the neighborhood include industrial, single family, and some commercial retail development alongside State Highway 299 West. Much of the residentially zoned property along State Highway 299 West appears to be in transition to commercial or industrial uses.

Land values in Weaverville have been increasing over the last five years. Residential properties in the Trinity County marketplace have shown the greatest increase, with the most active market occurring from 2004 to 2006. Appreciation continues through 2007, but at a decreased rate. Supply and demand appear to be in balance in Weaverville and marketing times of available properties, when reasonably priced, are typically three to six months. The average number of days before a listed property would reach a contractual agreement had remained steady from 2004 through 2006, but have begun to increase in 2007. Sales prices continue to be strong with no significant signs of sales concessions or interest buy-downs noted. All of these factors seem to indicate that the Weaverville single family residential market is strong. Sales of commercial properties has remained stable with little growth evident during the same time period. Current trends are expected to continue into the foreseeable future.

# ASSESSOR'S PARCEL MAP



# SITE SURVEY MAP



## **SUBJECT INFORMATION**

### ***Location of Property***

The subject property is located at the southern terminus of Davis Road, Weaverville, Trinity County, California.

### ***Legal Description***

The subject property is referenced as Trinity County Assessor's Parcel Numbers 024-220-014 (a portion) and 024-520-019 (a portion). The proposed vehicle access and utility easement is delineated in the property survey map previously shown in this report.

### ***Owner of the Property***

Pacific Gas and Electric Company is the owner of record for both parcels.

### ***Sale History of the Subject Property***

The subject has been under the same ownership for several decades. No offers for sale or purchase of the property were discovered during the past three years.

### ***Zoning***

The zoning for APN 024-220-14 is R-1 with MH (Mobile Home) Overlay allowing one residence on minimum parcel area of 6,000 sq. ft. APN 024-520-19 is zoned RR-1 with MH (Mobile Home) Standard Overlay which allows for one residence on a 20,000 sq. ft. minimum parcel area.

### ***Access***

Access to the subject property is unpaved, four-wheel drive vehicles only, via Davis Road. Access from Ponderosa Lane is severely limited by the topography of the land.

### ***Utilities***

Power and telephone service are available to both parcels. Wells and sanitary septic systems are reported to be common in the neighborhood. Public water and sewer service is available along Davis Road and has the potential of crossing the two subject land parcels.



### ***Taxes and Assessments***

According to the Trinity County Tax Collector, taxes are not collected from the subject properties, since they are owned by Trinity County's utility provider, Pacific Gas and Electric Company. The property is assessed by the State Board of Equalization.

### ***Land Size & Configuration***

According to the Property Survey Map provided for our analysis by Hunt Survey Company, the portion of both parcels covered by the proposed easement comprises approximately 11,040 square feet, or about 0.25 acres, and is irregularly shaped.

### ***Topography & Drainage***

The site for the proposed easement is quite steep from both Davis Road and Ponderosa Lane. Ravines cross both parcels at approximately 90 degree angles, effectively separating both parcels. Davis Road follows the topographic base of one ravine, with some trees and shrubs on the slopes. Drainage flows to the base of each ravine, creating creeks that subsequently flow to Weaver Creek a short distance to the south.

### ***Designated Flood Zone***

The subject parcel is in Zone X (an area outside of the 500 year flood zone) , as illustrated on the FEMA FIRM Map Panel No. 06105C0510D dated April 17, 1996.

### ***Alquist-Priolo Special Studies Zone***

Weaverville is not yet included in the expanding Alquist Priolo Special Studies Zone, however, building codes are enforced to Seismic Hazard Zone 3 requirements.

### ***Easements***

The proposed easement is approximately 368 linear feet long and 30 feet wide, and comprises approximately 11,040 square feet of graded, natural gravel and soil composite mixture. The northwest corner of a third adjacent parcel APN 024-520-22, privately owned by a Mr. Orr, will be encumbered by the proposed easement as well. But, according to local planning officials, this land is part of a 33 foot wide public access corridor to several other nearby parcels and the easement would be an acceptable use for access. The proposed vehicle access and utility easement would not significantly impact the value, development potential, or marketability of the subject property overall.



### ***Soil & Subsoil***

We were not provided soil reports. We assume that there are no hidden conditions of the soil or subsoil, which would affect valuation of the property. We assume no responsibility for such conditions or for engineering required to discover such factors. We assume the load bearing qualities of the soil are adequate for the subject's specific use. Neither the individual completing this inspection nor Ryan Appraisals has any liability for the identification of environmental concerns except as defined in applicable industry standards.

### ***Hazardous Waste***

No environmental reports were provided for the subject parcel and we assume there are no hazardous or toxic conditions present within this land. This appraisal also assumes there are no stigmas or lingering negative environmental effects on surrounding adjoining properties as a result of past or present activities on the subject property or visa versa.

### ***Personal Property***

No personal property is included in this valuation.

### ***Improvement Description***

The subject improvements consists of several high-voltage electric powerlines and the wooden pole support structures associated with them. The proposed easement will not impact either the location of these structures nor their type of construction.

# HIGHEST AND BEST USE

## **Highest and Best Use Definition**

*"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."<sup>1</sup>*

The definition above applies to the highest and best use of the land. Where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. Existing use as improved will continue unless vacant land value minus improvement demolition cost (or in some cases building conversion; or addition cost) exceeds the fee simple interest estimated market value of the property in its existing "as is" condition.

## **Four Criteria**

When measuring the subject property for estimating its highest and best use, (as/as if) vacant and (as/as if) improved, the criteria investigated in order are as follows. (1) The estimated use must conform to governmental regulations both local and regional. Therefore, it must be legally permissible. (2) The use must be physically possible taking into consideration size, shape, and physical features. (3) Financial feasibility is determined by considering possible expenses and incomes generated by improvement of the land or actually derived from an existing improved use. When the property is a vacant site, costs to improve it must be considered. (4) The last criteria is maximally productive use. It is necessary to consider alternative site uses as if vacant; and building configurations and styles as if improved, to determine ultimate maximally productive use.

## **Subject Parcels Treated as One Property**

The subject comprises two legal parcels, however when examining the parcels, they have functioned together as a high-voltage powerline right-of-way. The proposed vehicle access and utility easement would affect a portion of each parcel. Therefore, for this reason, we will treat them as a unit in the following discussion.

---

<sup>1</sup>

The Dictionary of Real Estate Appraisal, 4<sup>th</sup> Edition, 2002

### ***Highest and Best As If Vacant***

Currently, both subject parcels are zoned R-1: Single Family Residential. As mentioned in the zoning discussion, permitted use is for a single family dwelling on a minimum of 6,000 square feet of land area. The topography of the parcels is quite steep, and it is questionable if a potential building site is available. Based upon the characteristics of the neighborhood, the best supported legally permissible use is for single family residential use if it is deemed to be physically possible, financially feasible and maximally productive.

### ***Highest and Best Use Conclusion as Vacant***

As vacant, highest and best use is questionable for single family residential development. Rather, use as a utility right-of-way and is considered the highest and best use as vacant.

### ***Highest and Best Use As Improved***

The subject is currently improved with high-voltage powerline support structures. Due to the topographic extremes of the property, other structures could become very expensive to construct. As previously discussed, a utility right-of-way is deemed to be the most productive physically possible, legally permissible, and financially feasible use.

### ***Highest and Best Use Conclusion as Improved***

As improved, highest and best use is continuation of the utility right-of-way use.

## **SALES COMPARISON APPROACH**

### ***Land Valuation***

The land value of the subject property is estimated as if the site were vacant and available for development. When sufficient sales of similar vacant properties are available, the sales comparison approach is the preferred method to estimate land value.

The sales comparison approach is the method that estimates the market value of the subject site by analyzing recent sales of similar properties and comparing them to the subject. Each sale is verified, analyzed, and adjusted by various units of comparison.

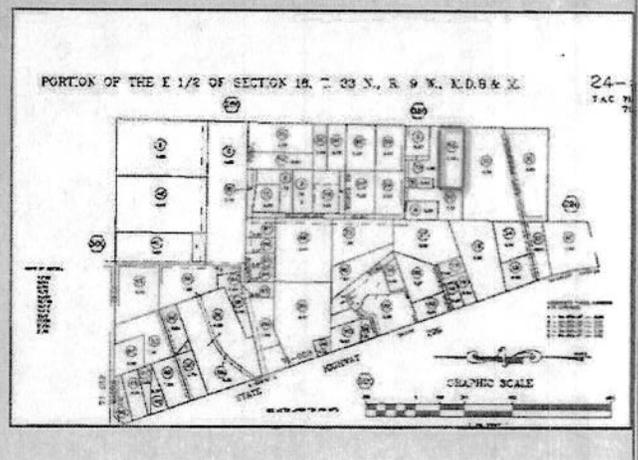
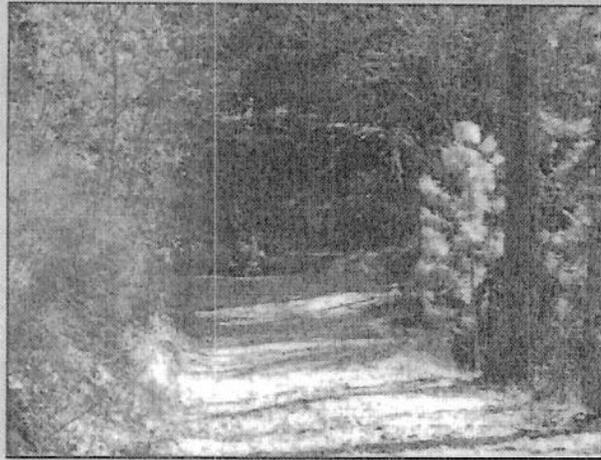
# SALES SUMMARY TABLE

Parcel Number	Street Name	City	Sold Date	Sale Price	Gross Area Sq. Ft.	Price per Sq. Ft.	Adjusted Price per Sq. Ft.	Zoning
1	024-510-78 Boudreaux Road	Weaverville	03/22/2006	\$40,000	47,916	\$0.83	(N/A) \$0.83/SF	R-1
2	024-700-13 Weaver Bally Road	Weaverville	11/09/2005	\$125,000	119,790	\$1.04	(N/A) \$1.04/SF	R-1
3	024-700-03 Weaver Bally Road	Weaverville	05/26/2005	\$62,000	57,499	\$1.07	(N/A) \$1.07/SF	R-1
4	024-520-23 Davis Road/Ponderosa Lane	Weaverville	04/26/2004	\$70,000	178,160	\$0.39	(+10%) \$0.43/SF	R-1
5	024-430-10 Martin Road	Weaverville	04/20/2004	\$72,900	64,468	\$1.13	(+10%) \$1.24/SF	R-1
Mean Average						\$0.89		





COMPARABLE LAND SALE NO 1



**Location & Identification:**

APN: 024-510-78  
County: Trinity  
Property Type: Land  
Location: Boudreaux Road East

Verified With: Parcel Quest & Fastweb Databases  
Verified By: Craig Brown

**Site Description:**

Land Area SF: 47,916 SF  
Zoning: R-1, SF Residential  
Utilities: All Public  
Access: Paved  
Topography: Slope to building pad  
Shape: Rectangular  
Current Use: Vacant

**Purchase Information:**

Seller: Coleman, Larry & Suzanne  
Buyer: Shults, Jay & Sandra  
Doc No.: 200601062  
Doc Recorded: 03/22/2006  
Sale Price: \$40,000  
Financing Terms: Cash to seller  
Property Rights: Fee Simple  
Condition of Sale: Arms Length  
Buyer Motivation: SF Residential Development

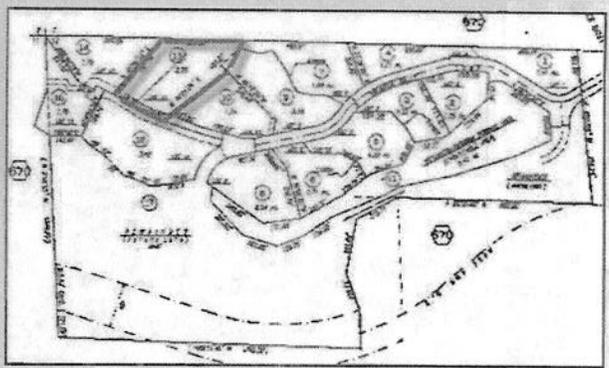
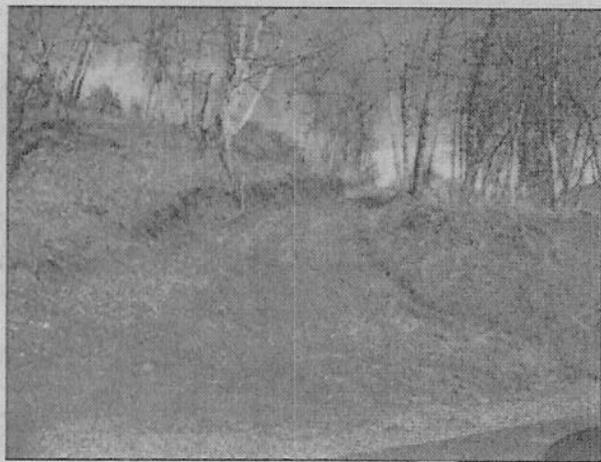
**Property Factors:**

Sale Price Per SF: \$0.83/SF

**Comments:** Property is located up an inclined driveway about 50 yards from paved roadway in an area of residential sites. Most properties in the neighborhood are developed. Good access to shopping and State Highway 299 West.



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**Location & Identification:**

APN: 024-700-13  
 County: Trinity  
 Property Type: Land  
 Location: Weaver Bally Road off Victory Lane  
  
 Verified With: Parcel Quest & Fastweb Databases  
 Verified By: Craig Brown

**Site Description:**

Land Area SF: 119,790  
 Zoning: R-1, SF Residential  
 Utilities: All Public  
 Access: Paved  
 Topography: Sloped to building pad  
 Shape: Irregular  
 Current Use: Vacant

**Purchase Information:**

Seller: Frank S. Zabel Trucking Co.  
 Buyer: Hazen, Craig & Jan  
 Doc No.: 2005-05184  
 Doc Recorded: 11/09/2005  
 Sale Price: \$125,000  
 Financing Terms: Cash to seller  
 Property Rights: Fee Simple  
 Condition of Sale: Arms Length  
 Buyer Motivation: SF Residential Development

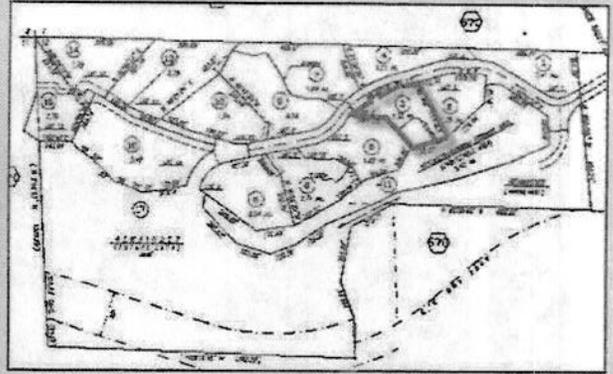
**Property Factors:**

Sale Price Per SF: \$1.04/SF

**Comments:** Property lot located on the western edge of Weaverville in an area of new home development. Access is by way of a steep driveway from the paved road.



COMPARABLE SALE NO 3



**Location & Identification:**

APN: 024-700-03  
 County: Trinity  
 Property Type: Land  
 Location: Weaver Bally Road off Victory Lane

Verified With: Parcel Quest & Fastweb databases  
 Verified By: Craig Brown

**Site Description:**

Land Area Sq. Ft. 57,499  
 Zoning R-1, SF Residential  
 Utilities All public  
 Access Paved  
 Topography Flat  
 Shape Irregular  
 Current Use Vacant

**Sales Information:**

Seller Frank S. Zabel Trucking Co.  
 Buyer Styczynski, Timothy & Jennifer

Doc No. 2005-02162  
 Doc Recorded 05/26/2005  
 Sale Price \$62,000  
 Financing Terms Cash to seller  
 Property Rights Fee simple  
 Condition of Sale Arms length  
 Buyer Motivation: SF Residential Development

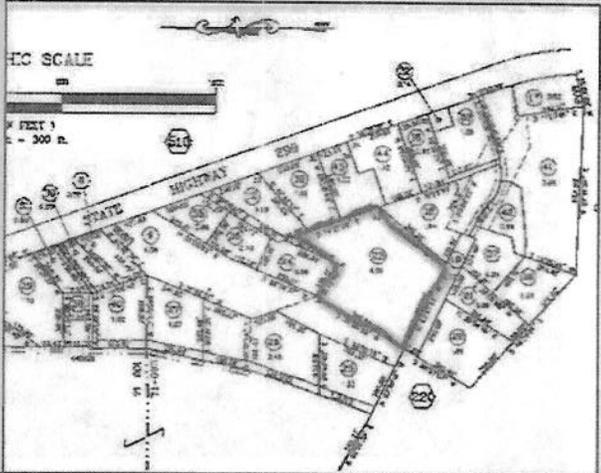
**Property Factors:**

Sale Price Per SF: \$1.07

**Comments:** Property is similar in location, access and physical features as the previous Sale No. 2.



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**Location & Identification:**

APN	024-520-23
County	Trinity
Property Type	Land
Location	Off Ponderosa Lane extension, Weaverville
Verified With	Dana Ryan, owner
Verified By	Craig Brown

**Site Description:**

Land Area Sq. Ft.	178,160 (4.09 acres)
Zoning	R-1, SF Residential
Utilities	Electric, well, septic, propane
Access	Graded soil, 4 wheel drive only
Topography	Steeping sloping to building pad
Shape	Irregular
Current Use	Vacant

**Sales Information:**

Seller	Rosenau Trust
Buyer	Ryan, Dana and Kimberly
Doc No.	2004-001711
Doc Recorded	04/26/2004
Sale Price	\$70,000
Financing Terms	Cash to seller
Property Rights	Fee simple
Condition of Sale	Arms length
Buyer Motivation	SF Residential development

**Property Factors:**

Sale Price Per SF	\$0.39
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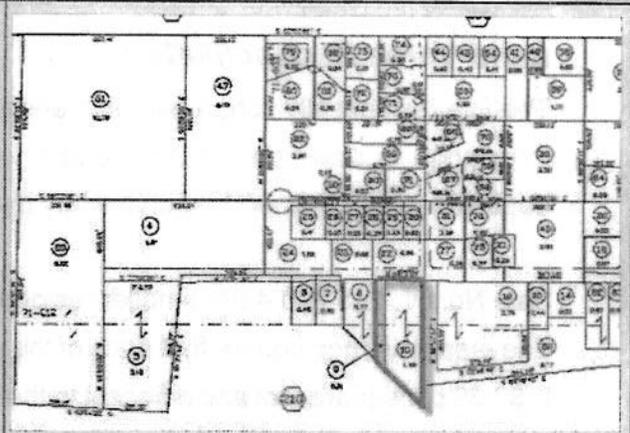
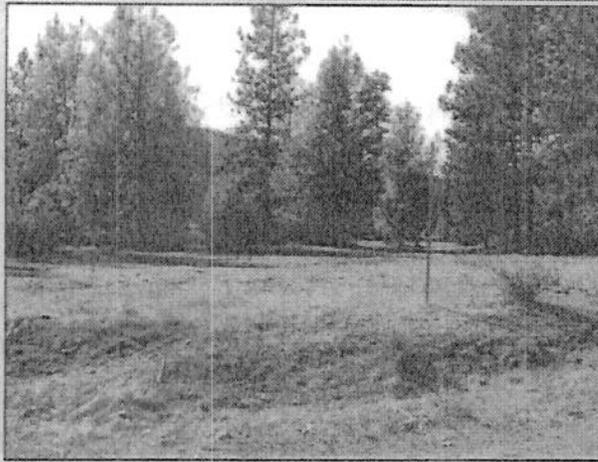
**Comments:**

Community water and sewer service located nearby following Davis Road at the base of the slope. These utilities accessible only with an easement tapping into Davis Road. Only rough access by 4-wheel drive vehicles from either Davis Road or Ponderosa Lane. Isolated from State Highway 299 west by other properties. Steep topography to a potential building site.





LAND  
COMPARABLE  
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**Location & Identification:**

APN	024-430-10
County	Trinity
Property Type	Land
Location	Martin Road at Pioneer Lane
Verified With	Parcel Quest and Fastweb databases
Verified By	Craig Brown

**Site Description:**

Land Area Sq. Ft.	64,468
Zoning	R-1, SF Residential
Utilities	All public
Access	Paved
Topography	Flat, grass and trees
Shape	Irregular
Current Use	Vacant land

**Sales Information:**

Seller	Olson, Penny
Buyer	Lewis, Douglas & Cynthia
Doc No.	2004-01535
Doc Recorded	04/20/2004
Sale Price	\$72,900
Financing Terms	Cash to seller
Property Rights	Fee simple
Condition of Sale	Arms length
Buyer Motivation:	SF Residential Development

**Property Factors:**

Sale Price Per SF:	\$1.13
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**Comments:** Property located in an existing neighborhood of single family residences. Good access to shopping and State Highway 299 West.



### ***Land Value Reconciliation***

The five residentially zoned parcels transferred ownership between march 2006 and April 2004. The range in size from 47,916 square feet the smallest parcel and 178,160 square feet the dominate parcel that will be serviced by the proposed easement.

Sale No.s 1, 2, 3 and 4 are smaller residential lots that are superior to the subject in all respects. The mean average square foot price of the sales is \$0.89. Comparable No. 5, the dominate parcel is \$0.39 per square foot and adjacent to the proposed easement. Given the available data and with most weight on Sale No. 4, the dominate property, we estimate the fee value to be \$0.50 per square foot.

### ***Description of Easement***

Because the easement encumbers the surface rights, the value of the easement very closely approximates the fee value. While an easement document has not been drafted the dominate property Dana Ryan has stated that he will have an exclusive right for ingress and egress in addition the easement may be used for utilities. The servient estate owned by P. G. & E. Will share the easement. We estimate the shared easement has equal entitlements.

### **Easement Value**

Easement Area	11,040 sq. ft. @ \$0.50 per sq. ft. =	\$5,520.00
Value of subsurface rights		<u>\$1.00</u>
Easement Value		\$5,519.00
50% interest		\$2,759.50
Value of Dominate Estate		(R) \$2,800.00

## RECONCILIATION OF FINAL VALUE

### Introduction

We have completed the appraisal process concluding to an estimate of the highest and best use of the subject property supported by the analysis of the region, neighborhood, and recent real estate activity. Only the sales comparison approach to value was relied upon in this valuation assignment. Credibility of results from the Sale Comparison Approach are measured by accuracy of the data gathered and employed. Pertinent indications of value forwarded by the sales comparison approach is summarized below.

VALUATION SUMMARY	
Sales Comparison Approach	\$2,800
<b>MARKET VALUE</b>	<b>\$2,800</b>

As the subject property is vacant land, the sales comparison approach is considered to be the appropriate method to value the fee simple interest of the subject property. Given the nature of the assignment we have relied entirely upon the sales comparison approach. The approach is commonly referred to as a through-the-fence approach. The theory being that the value of the easement is in keeping with the value of the adjacent lands.

Based upon the available data and our interpretation of the data and the **extra ordinary assumption that the proposed easement will be as reported by Dana Ryan, the owner of the dominate estate** and subject to the assumptions and the limiting conditions as of the last date of inspection April 10, 2007, to be:

**TWO THOUSAND EIGHT HUNDRED DOLLARS**

**\$2,800**

**PG&E Gas and Electric  
Advice Filing List  
General Order 96-B, Section IV**

ABAG Power Pool	Douglass & Liddell	PG&E National Energy Group
Accent Energy	Downey, Brand, Seymour & Rohwer	Pinnacle CNG Company
Aglet Consumer Alliance	Duke Energy	PITCO
Agnews Developmental Center	Duke Energy North America	Plurimi, Inc.
Ahmed, Ali	Duncan, Virgil E.	PPL EnergyPlus, LLC
Alcantar & Kahl	Dutcher, John	Praxair, Inc.
Ancillary Services Coalition	Dynergy Inc.	Price, Roy
Anderson Donovan & Poole P.C.	Ellison Schneider	Product Development Dept
Applied Power Technologies	Energy Law Group LLP	R. M. Hairston & Company
APS Energy Services Co Inc	Energy Management Services, LLC	R. W. Beck & Associates
Arter & Hadden LLP	Exelon Energy Ohio, Inc	Recon Research
Avista Corp	Exeter Associates	Regional Cogeneration Service
Barkovich & Yap, Inc.	Foster Farms	RMC Lonestar
BART	Foster, Wheeler, Martinez	Sacramento Municipal Utility District
Bartle Wells Associates	Franciscan Mobilehome	SCD Energy Solutions
Blue Ridge Gas	Future Resources Associates, Inc	Seattle City Light
Bohannon Development Co	G. A. Krause & Assoc	Sempra
BP Energy Company	Gas Transmission Northwest Corporation	Sempra Energy
Braun & Associates	GLJ Energy Publications	Sequoia Union HS Dist
C & H Sugar Co.	Goodin, MacBride, Squeri, Schlotz &	SESCO
CA Bldg Industry Association	Hanna & Morton	Sierra Pacific Power Company
CA Cotton Ginners & Growers Assoc.	Heeg, Peggy A.	Silicon Valley Power
CA League of Food Processors	Hitachi Global Storage Technologies	Smurfit Stone Container Corp
CA Water Service Group	Hogan Manufacturing, Inc	Southern California Edison
California Energy Commission	House, Lon	SPURR
California Farm Bureau Federation	Imperial Irrigation District	St. Paul Assoc
California Gas Acquisition Svcs	Integrated Utility Consulting Group	Sutherland, Asbill & Brennan
California ISO	International Power Technology	Tabors Caramanis & Associates
Calpine	Interstate Gas Services, Inc.	Tecogen, Inc
Calpine Corp	IUCG/Sunshine Design LLC	TFS Energy
Calpine Gilroy Cogen	J. R. Wood, Inc	Transcanada
Cambridge Energy Research Assoc	JTM, Inc	Turlock Irrigation District
Cameron McKenna	Luce, Forward, Hamilton & Scripps	U S Borax, Inc
Cardinal Cogen	Manatt, Phelps & Phillips	United Cogen Inc.
Cellnet Data Systems	Marcus, David	URM Groups
Chevron Texaco	Matthew V. Brady & Associates	Utility Resource Network
Chevron USA Production Co.	Maynor, Donald H.	Wellhead Electric Company
City of Glendale	MBMC, Inc.	White & Case
City of Healdsburg	McKenzie & Assoc	WMA
City of Palo Alto	McKenzie & Associates	
City of Redding	Meek, Daniel W.	
CLECA Law Office	Mirant California, LLC	
Commerce Energy	Modesto Irrigation Dist	
Constellation New Energy	Morrison & Foerster	
CPUC	Morse Richard Weisenmiller & Assoc.	
Cross Border Inc	Navigant Consulting	
Crossborder Inc	New United Motor Mfg, Inc	
CSC Energy Services	Norris & Wong Associates	
Davis, Wright, Tremaine LLP	North Coast Solar Resources	
Defense Fuel Support Center	Northern California Power Agency	
Department of the Army	Office of Energy Assessments	
Department of Water & Power City	OnGrid Solar	
DGS Natural Gas Services	Palo Alto Muni Utilities	