

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



February 1, 2010

Advice Letter 3480-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: Healdsburg Water Well Encroachment – Request for Approval of
Encroachment Agreement Under Section 851**

Dear Mr. Cherry:

Advice Letter 3480-E is effective December 17, 2009 per Resolution E-4303.

Sincerely,

A handwritten signature in blue ink, appearing to read "Julie A. Fitch".

Julie A. Fitch, 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

June 24, 2009

Advice 3480-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Healdsburg Water Well Encroachment – Request for Approval of Encroachment Agreement Under Section 851

Purpose

Pacific Gas and Electric Company (“PG&E”) submits this advice letter seeking approval, under Public Utilities (P.U.) Code Section 851 (“Section 851”), for PG&E to enter into an Encroachment Agreement with Rawah Properties, LLC for the encroachment of a certain PG&E underground electric easement in Sonoma County, located on vineyard property owned by Rawah, by an irrigation water well that was previously constructed there without PG&E’s knowledge or consent and is now being operated and maintained by Rawah, but which does not interfere with PG&E’s provision of utility service. A copy of the Encroachment Agreement is attached hereto as Attachment 1.

Background

Rawah Properties, LLC (“Rawah”), an affiliate of Napa’s Silver Oak Cellars, owns certain vineyard property located in the unincorporated area of Sonoma County near the City of Healdsburg (the “Property”). On May 14, 1979, PG&E acquired an easement and right-of-way (the “Easement”) for underground electric distribution facilities which encumbers a portion of the Property. The Easement provided in part that “First party shall not erect or construct any building or other structure or drill or operate any well within the strip of land hereinbefore described.” The portion of the Property encumbered by the Easement is hereinafter referred to as the “Easement Area.” A copy of the Easement is attached hereto as Attachment 2.

In or about October 2007, Rawah (within PG&E’s Easement) constructed a water well on its property for agricultural purposes without PG&E’s knowledge or consent. In 2008, Rawah applied for electric service to begin operation of its new water well. In response to the application for new electric service, PG&E’s Service Planner visited the Property and discovered that the new well was inadvertently located within PG&E’s

Easement Area. There are no fences or demarcations indicating the presence of this right-of-way and PG&E's 10-foot wide Easement.

PG&E advised Rawah that its construction of the water well and surrounding concrete pad (the "Improvements,") on the Easement Area, violated the prohibition against wells contained in the Easement. The Easement Area and the portion of the Easement Area subject to such encroachment (the "Encroachment Area") are legally described in Exhibit "B" and are shown on the map attached as Exhibit "C" attached hereto and made part of the Encroachment Agreement.

In light of this unintended encroachment, Rawah has requested that PG&E grant permission for the maintenance and operation of the Improvements within the Easement Area. PG&E has determined that the Improvements, as initially constructed, do not interfere with PG&E's present full use of the Easement Area. PG&E is therefore willing to agree to allow such encroachment on the Easement Area on the terms and subject to the conditions set in the Encroachment Agreement.

In accordance with the format of for Section 851 Advice Letters directed in 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	Rawah Properties, LLC
Andrew L. Niven	c/o Dane Petersen
Gail L. Slocum	3004 Westside Road
Law Department	Healdsburg, CA 95448
P.O. Box 7442	Telephone: 707-942-7152
San Francisco, CA 94120	Email: bpetersen@silveroak.com
Telephone: (415) 973-6583	
Facsimile: (415) 973-0516	
Email: GLSG@pge.com	

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

Rawah is the fee title owner of certain real property within the City of Healdsburg in Sonoma County, California. The Property address is 3004 Westside Road, Healdsburg, CA 95448 and is designated as Assessor's Parcel Number (APN) 110-080-011. The Property is used by Rawah for agricultural purposes. PG&E is the owner of a 10-foot wide easement and right-of-way for underground electric distribution facilities and for all other purposes connected therewith, as set forth in the Grant of Easement dated April 27, 1979 and recorded in Book 3564 of Official Records at page 775, Sonoma County Records, for the portion of the underground electric distribution line that crosses the Property. A copy of the Grant Deed is attached hereto as Attachment 3.

As described earlier, the Easement expressly prohibits construction of any buildings or structures within the Easement Area.

In September 2007, Rawah inadvertently constructed a new water well into PG&E's easement. The new well-head measures eight inches in diameter and is situated approximately 3 feet into PG&E's 10-foot wide easement. A diagram showing the well head and pad within the Easement Area is provided as Exhibit C to the Encroachment Agreement.

(3) Intended Use of the Property:

Rawah has requested that PG&E grant permission for Rawah to maintain and operate the Improvements within the Easement Area. PG&E has determined that the Improvements, as initially constructed, do not interfere with the present full use of the Easement Area by PG&E, and PG&E is therefore willing to agree to allow such encroachment on the Easement Area on the terms and subject to the conditions set forth in the Encroachment Agreement.

The Encroachment Agreement as to which PG&E was able to get Rawah's approval includes all the provisions that have typically been used in PG&E Encroachment Agreements that have been approved by the CPUC prior to 2009, and provides various protections that may be beneficial to PG&E and its ratepayers, including:

- the right of PG&E to terminate the Encroachment Agreement and to require restoration of the Easement Area upon 90 days' notice;
- express insurance requirements carried by the Owners that meets Owner's and Employer's Liability insurance limits;
- indemnification and release by the Owner of PG&E against all claims arising from this use;
- reaffirmation of the prohibition against the construction of any additional buildings or structures within PG&E's Easement Area; and
- a requirement that the Owners must be responsible for maintenance of the existing improvements in good condition and coordination of such maintenance with PG&E.

Furthermore, once CPUC Section 851 approval is received, the Encroachment Agreement will become effective and be recorded so as to run with the land. This will provide all future owners of the property with constructive notice of the terms of the Agreement which will be binding on any successors in interest.

Approval of this Encroachment Agreement is in the interests of PG&E's customers as it avoids the costs and uncertainties of potential litigation while providing the same types of protections the CPUC has approved in various Section 851 Decisions approving Encroachment Agreements for other minor encroachments. (See e.g., Resolutions E-4089 (5/24/07), Saintsbury Winery

Solar Panels), E-4099 (2/14/08, Lennar Block Wall), G-3423 (9/18/08, Suisun Pedestrian/Bike Bridge; and Section 851 Approval Letter of then-Energy Division Director Sean Gallagher dated September 21, 2006, approving Advice Letter 2801-E (pre-existing swimming pool later discovered to be a minor encroachment into PG&E's right-of-way.)) In addition, the Commission has long recognized that the public interest is served when utility property is used for other productive purposes without interfering with the utility's operations or the provision of utility service to the public. (D.04-07-023, mimeo, p.1.) In view of the protections afforded by the Encroachment Agreement and the fact that this water well does not interfere with PG&E's utility operations, this transaction is not adverse to the public interest, and in fact the CPUC has repeatedly approved water well encroachments in the past. (See, D.05-06-048, granting 851 approval of 2 domestic water wells where PG&E had subsurface water rights; D.04-04-056, 851 approval of 7 such domestic water wells).

PG&E therefore seeks authorization from the Commission pursuant to Section 851 prospectively approving this Encroachment Agreement and granting approval for the pre-existing water well that was later found to be unintentionally encroaching into PG&E's Easement Area without interfering with PG&E's provision of service, as reasonable and not adverse to the public interest. In fact, the proposed transaction will serve the public interest as the Agreement would ensure the economic continuity of the vineyard's business concerns by maintaining the vineyard's on-going irrigation requirements which the removal of would harm both the interests of agriculture, this vineyard and the local economy of which it is part.

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

PG&E is not collecting any fees associated with granting an Encroachment Agreement to Rawah. PG&E is seeking merely to permit Rawah to encroach upon PG&E's easements for operation and maintenance of an existing water well on Rawah's Property. PG&E's consent to allow Rawah to encroach upon the easement area on the Rawah's Property does not rise to the level of a right that has any realizable economic value to PG&E.

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

Not applicable.

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

Not applicable.

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

Not applicable.

(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 Transaction¹:

Not applicable.

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

PG&E has provided information in this advice letter to meet the eligibility criteria under the Section 851 Expedited Advice Letter Pilot Program adopted in ALJ-186 as modified by ALJ-202:

- Under the CEQA Checklist, the activity proposed in the transaction will not require environmental review by the CPUC as a lead agency.
- The proposed transaction will not have an adverse effect on the public interest because it will not interfere in any way with the operation of PG&E's facilities, or with the provision of service to PG&E's customers. In fact, the proposed transaction will serve the public interest as the Agreement would ensure the economic continuity of the vineyard's business concerns by maintaining the vineyard's on-going irrigation requirements which the removal of would harm both the interests of agriculture, this vineyard and the local economy of which it is part.

¹ During adoption of the Advice Letter pilot program in ALJ-186 (later followed by ALJ-202), this category of information was included to enable the CPUC to ensure that utilities were not seeking to circumvent the \$5 million Advice Letter threshold by dividing what is a single asset with a value of more than \$5 million into component parts each valued at less than \$5 million, which is clearly not the case here. (See CPUC Resolution ALJ-186, issued August 25, 2005, mimeo, p.5.)

- The proposed transaction meets the financial threshold of \$5 million since PG&E is not collecting any fees associated with granting an encroachment agreement.
- 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:

Not applicable.

(13) Environmental Information

Pursuant to ALJ-202, the Section 851 advice letter pilot program only applies to proposed transactions that will not require environmental review by the CPUC as a lead or responsible agency under CEQA either because (a) a statutory or categorical exemption applies or (b) because the transaction is not a “project” under CEQA. Here the approval of this transaction does not cause any physical change to the environment and therefore is not a project for CEQA purposes, and even if it were, would be categorically exempt under Section 15305(b) and 15303, as shown below.

a. Exemption

i. Has the proposed transaction been found exempt from CEQA by a government agency?

1. If yes, please attach notice of exemption. Please provide name of agency, date of Notice of Exemption, and State Clearinghouse number.

Not applicable.

2. 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).

Even if approval of this encroachment agreement were a “project” for CEQA purposes, the CEQA guidelines, adopted by the Commission in Rule 2.4 of the Commission’s Rules of Practice and Procedure, include a list of categories of projects that have been determined not to have a significant effect on the environment and that are therefore exempt from the provisions of CEQA. (Cal. Code Regs., tit. 14, §§15300, et seq.) Among them is an exemption for the “issuance of minor encroachment permits (Section 15305(b). (See CPUC D.05-03-015) Also among the classes of exempt

projects are “construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure.” (Id., § 15303.) In particular, subpart (e) specifically exempts the construction of accessory (appurtenant) structures. This well is of the nature of such an accessory structure. Therefore, the proposed transaction is categorically exempt from CEQA under both Sections 15305(b) and 15303.

b. Not a “Project” Under CEQA

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

Approval of this Encroachment Agreement is not a project for purposes of CEQA review as no physical change to the property will result from the approval of this Encroachment Agreement, as the water well has already been constructed. Rather, denial of this request would necessitate removal of this water well, which would itself constitute a physical change that could potentially affect the environment. However, removal would not be in the public interest as it would be harmful to the provision of water to support agricultural activities of importance to the local economy.

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 **July 14, 2009**, which is 20 days after the date of this filing. Protests should be mailed to:

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

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

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

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

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

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

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. **PG&E submits this filing as a Tier 3.**

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being served on the Energy Division and the Division of Ratepayer Advocates. In addition, 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 change requests should be directed to San Heng at (415) 973-2640. Advice letter filings can also be accessed electronically at <http://www.pge.com/tariffs>.

A handwritten signature in cursive script that reads "Brian Cherry / mt".

Vice President, Regulatory Relations

Attachments

cc: Service List - Advice Letter 3480-E

***** SERVICE LIST Advice 3480-E *****
APPENDIX A

Karen Clopton
 Administrative Law Judge Division
 505 Van Ness Avenue
 San Francisco, CA 94102
 (415) 703-2008
kvc@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

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

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

Julie Fitch
 Energy Division
 505 Van Ness Avenue
 San Francisco, CA 94102
 (415) 355-5552
jf2@cpuc.ca.gov

Kenneth Lewis
 Energy Division
 505 Van Ness Avenue
 San Francisco, CA 94102
 (415) 703-1090
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

***** AGENCIES *****

City of Healdsburg
 Department of Public Works
 401 Grove Street
 Healdsburg, CA 95448
 Telephone: (707) 431-3346
 Fax: (707) 431-2710
 Email: publicworks@ci.healdsburg.ca.us

County of Sonoma
 Phillip Demery, Director
 2300 County Center Drive, Suite B 100
 Santa Rosa, California 95403
 Telephone: (707) 565-2231
 Fax: (707) 565-2620

***** 3rd Party *****

Rawah Properties, LLC
 c/o Dane Petersen
 3004 Westside Road
 Healdsburg, CA 95448
 Telephone: 707-942-7152
 Email: bpetersen@silveroak.com

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: Linda Tom-Martinez

Phone #: (415) 973-4612

E-mail: lmt1@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) #: **3480-E**

Tier: **3**

Subject of AL: **Healdsburg Water Well Encroachment – Request for Approval of Encroachment Agreement 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 AL¹: _____

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for:

Confidential information will be made available to those who have executed a nondisclosure agreement: Yes No

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: **upon Commission approval**

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 proposed¹: N/A

Pending advice letters that revise the same tariff sheets: 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
jnj@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

Advice 3480-E

Attachment 1 (Encroachment Agreement)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Santa Rosa Land Services Office
111 Stony Circle
Santa Rosa, CA 95401

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

(APN 110-080-011)

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this "**Agreement**") is made and entered into this 13 day of May, 2009 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and Rawah Properties, LLC, hereinafter called "**Owner**."

RECITALS

A. Owner is the fee title owner of certain real property within the county of Sonoma, state of California, Assessor's Parcel Number 110-080-011 (hereinafter, the "**Property**") legally described in **Exhibit "A"** attached hereto and made a part hereof.

B. PG&E is the owner of a certain easement and right-of-way (the "**Easement**") for underground electric distribution facilities and for all other purposes connected therewith, as set forth in the Grant of Easement dated April 27, 1979 and recorded in Book 3564 of Official Records at page 775, Sonoma County Records; which provides in part that "First party shall not erect or construct any building or other structure or drill or operate any well within the strip of land hereinbefore described". The portion of the Property encumbered by the Easement is hereinafter referred to as the "**Easement Area**."

C. Owner has constructed a water well and other improvements associated therewith (the "**Improvements**") on the Easement Area, the construction of which violates the prohibition against wells contained in the Easement. The Easement Area and the portion of the Easement Area

subject to such encroachment (the “**Encroachment Area**”) are legally described in **Exhibit “B”** attached hereto and made a part hereof, and are shown on the map attached as **Exhibit “C”**.

D. Owner has requested that PG&E grant permission for the maintenance and operation of the Improvements within the Easement Area. PG&E has determined that the Improvements, as initially constructed, do not interfere with the present full use of the Easement Area by PG&E, and PG&E is therefore willing to agree to allow such encroachment on the Easement Area on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and PG&E hereby agree as follows:

1. Consent to Encroachment. Notwithstanding the prohibition in the Easement, PG&E hereby consents to the encroachment of the **Improvements** onto the Easement Area, in the manner and location as more specifically set forth in **Exhibit “B” and “C”**, subject to the terms and conditions set forth herein. In addition, Owner shall have the right of ingress and egress over the Easement Area to obtain access to the Encroachment Area and the Improvements when necessary to fulfill Owner’s obligations under this Agreement, in such areas as PG&E determines, in its sole and absolute discretion, will occasion the least practicable damage and inconvenience to PG&E, its facilities and operations.

2. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and Owner shall not commence any activity hereunder, unless and until the California Public Utilities Commission (the “CPUC”) approves this Agreement by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC), and the terms and conditions of such CPUC approval are satisfactory to PG&E in its sole and absolute discretion. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC Decision _____ (Application No. _____), in like manner as though said provisions were set forth in full herein.

3. Termination; Restoration. **PG&E may terminate Owner’s rights under this Agreement, at any time, upon ninety (90) days written notice to Owner, if PG&E, in its sole and absolute discretion, should determine that Owner’s use of the Easement Area is inconsistent with PG&E’s operational needs in the future, or in any way interferes with, impairs or otherwise impedes PG&E’s full use of facilities installed or that may be installed by PG&E in the vicinity of the Easement Area. Upon such termination, Owner, at Owner’s sole cost and expense, shall remove all Improvements that encroach upon the Easement Area and shall repair and restore the Easement Area as nearly as possible to the condition that existed prior to the construction of said Improvements. Owner shall pay the entire cost of such removal and restoration, and PG&E shall have no liability for any costs caused by or related to any such termination. If Owner fails to remove all Improvements that encroach onto the Easement Area or fails to repair or restore the Property within said ninety (90) day period, PG&E may perform such removal, repair or restoration as necessary and recover such costs and expenses therefore from Owner. Owner agrees to allow access to PG&E onto the Property for such purpose, and Owner shall pay all such costs and expenses within ten**

(10) days of receipt of an invoice therefore. Owner further acknowledges that PG&E's termination right shall not be affected by any Improvements that Owner has made to the Easement Area, regardless of the nature or extent of those Improvements. Owner understands and agrees that notwithstanding that Owner may have made a substantial investment in such improvements, Owner shall not be entitled to any compensation whatsoever for the termination of Owner's rights under this Agreement by PG&E. (Owner to initial here DH , _____).

4. Indemnification; Release.

(a) Indemnification. Owner 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 Owner's contractors, agents, or invitees, or the exercise by Owner of its rights hereunder, or the performance of, or failure to perform, Owner'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; (2) injury to property or other interest of PG&E, Owner 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, any Claim arising from the sole, active negligence or willful misconduct of such Indemnitee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Owner is obligated to indemnify or provide a defense hereunder, Owner upon written notice from PG&E shall defend such action or proceeding at Owner's sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Release. Owner accepts all risks relating to its occupancy and use of the Easement Area. PG&E shall not be liable to Owner for, and Owner hereby waives, releases, exonerates, discharges and covenants not to sue 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, the use or occupancy of the Easement Area by Owner, or PG&E's operation and maintenance of PG&E's facilities in the vicinity of the Easement Area, except in the case of any Indemnitee, any injury, damage, or loss arising from the sole, active negligence or willful misconduct of such Indemnitee.

5. Compliance with Laws. Owner shall, at its sole cost and expense, promptly comply with 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, with the conditions of any permit, relating to Owner's use or occupancy of the Easement Area.

6. Alterations. Except for the Improvements authorized pursuant to this Agreement, Owner shall not construct any additional buildings or structures on the Easement Area, nor shall Owner make any alteration, addition or improvement to the Easement Area that would increase the Encroachment Area, either horizontally or vertically. Owner shall not drill, bore or excavate on the Easement Area except in connection with the removal of the Improvements as required by this Agreement.

7. Damage or Destruction. In the event that the Improvements which encroach onto the Easement Area shall be destroyed or demolished, Owner shall not rebuild the Improvements on any part of the Easement Area except pursuant to plans and specifications approved by PG&E.

8. Condition of Easement Area. Owner accepts the Encroachment Area and 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. Owner understands that numerous hazards, environmental or otherwise, may be located in, on, or underlying the Easement Area, and that hazardous materials may be used in connection with PG&E facilities that may be operated in the Easement Area, and agrees that entry onto the Easement Area is at Owner's sole risk and expense.

9. Maintenance. Owner shall be responsible for the maintenance of the Improvements in good condition and repair, and Owner shall coordinate all activities regarding the maintenance of the Improvements to reasonably minimize any interference with the use by PG&E of the Easement Area, and Owner shall conduct its activities in such a manner so as not to endanger the Easement, the environment and human health and safety. Owner shall be responsible for remediation of any hazardous materials release caused by Owner, and to clean and remove debris and/or promptly repair any damages to the Easement Area following any entry or activity by Owner, returning the Easement Area to a like or better condition.

10. Reserved Rights. PG&E reserves the right to 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. Furthermore, PG&E reserves the right to restrict access to the Easement Area if emergency repairs or maintenance are required to PG&E facilities in the vicinity of the Easement Area.

11. Insurance. Prior to the Effective Date of this Agreement, Owner shall procure, and thereafter Owner shall carry and maintain in effect at all times the following insurance: Worker's Compensation in compliance with applicable labor codes, acts, laws or statutes, state or federal, where Owner's perform work and Employer's Liability insurance with limits not be less than \$1,000,000 for injury or death, each accident; Commercial General Liability for bodily injury and property damage with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate; Business Auto, code 1 "any auto" combined single limit no less than \$1,000,000 each accident.

Owner is also responsible for causing its agents, contractors and subcontractors to comply with the insurance requirements of this Agreement at all relevant times.

12. 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, if sent by personal delivery upon actual receipt by the party being sent the notice, or on the expiration of three (3) business days after the date of mailing, or on the following business day if sent by overnight courier

If to PG&E:

Pacific Gas and Electric Company
Land Services
Attention: Brad Harris
111 Stony Circle
Santa Rosa, CA 95401

With a copy to:

Pacific Gas and Electric Company
Law Department
P.O. Box 7442, Mail Code B3OA
San Francisco, California 94120
Attention: Grant Guerra

If to Owners:

Rawah Properties, LLC
c/o Dane Petersen
3004 Westside Road
Healdsburg, CA 95448

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

14. Entire Agreement. This Agreement and the Deed, 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 the parties.

15. 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 below). No assignment or delegation by Owner, whether by operation of law or otherwise, shall relieve Owner of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of Owner hereunder shall run with the land.

16. Assignment. This Agreement and the rights of Owner hereunder are appurtenant to the Property presently owned by Owner and may not be separately assigned, transferred, conveyed or encumbered. Any purported assignment, transfer, conveyance or encumbrance violating the foregoing condition shall be void and of no effect.

17. 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.

18. Survival of Obligations. Owner's obligations under Sections 3 and 4 of this Agreement, and all representations, warranties, indemnities or other provisions which by their nature survive termination shall survive the exercise of PG&E's termination rights pursuant to Section 3 of this Agreement.

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

21. 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.

22. Recording. Owners hereby consent and agree to the recording by PG&E of this Agreement against the Property. Owner agrees to sign any additional documents reasonably required to complete such recording.

23. Ratification of Deed. Except as modified by this Agreement in regard to the Property, all of the terms, conditions and provisions of the Deed shall remain in full force and effect and are hereby ratified and confirmed. To the extent the terms of the Deed are inconsistent with this Agreement, the terms of this Agreement shall control.

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

"PG&E"

"Owner"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

RAWAH PROPERTIES, LLC,
a California limited liability company

By:  5/22/09
Loren L. Loo

By 

Its: Manager, Land Asset Management
Technical and Land Services

 Director of Vineyard Ops.
Its

Area 7

Santa Rosa Land Services Office

Operating Dept. Distribution

USGS location (MDB&M and T9N, R9W, Sec 32, SE ¼ of SE 1/4)

FERC License Number(s):

PG&E Drawing Number(s): 30638046

PLAT NO. FF-2412

LD of any affected documents: 2409-09-0762

LD of any Cross-referenced documents: 2409-09-0766

TYPE OF INTEREST: 4, 43

SBE Parcel Number:

(For Quitclaims, % being quitclaimed)

Order # or PM #: 30638046

JCN:

County: SONOMA

Utility Notice Numbers:

851 Approval Application No. _____ Decision _____

Prepared By: bgh2

Checked By: bks3

Revision Number:

State of California
County of San Francisco)

On 22 May 2009, before me, Jennifer Ann LesCallett, Notary Public,
Here insert name and title of the officer
personally appeared Loren Loo

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Jennifer Ann LesCallett
Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

State of California
County of Sonoma)

On May 13, 2009, before me, Dorothy L. Machado,
Here insert name and title of the officer
personally appeared Dane Hereward Petersen

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Dorothy L. Machado
Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

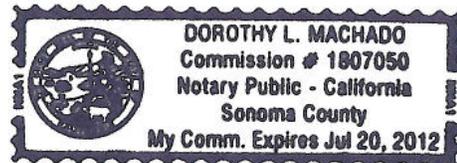


EXHIBIT "A"

The parcel of land, situate in Rancho Sotoyome, described and designated PARCEL ONE in the deed from Felta Creek, LLC, to Rawah Properties, LLC, dated November 21, 2006, and recorded as Official Records Series Number 2006147163, Sonoma County Records.

EXHIBIT "B"

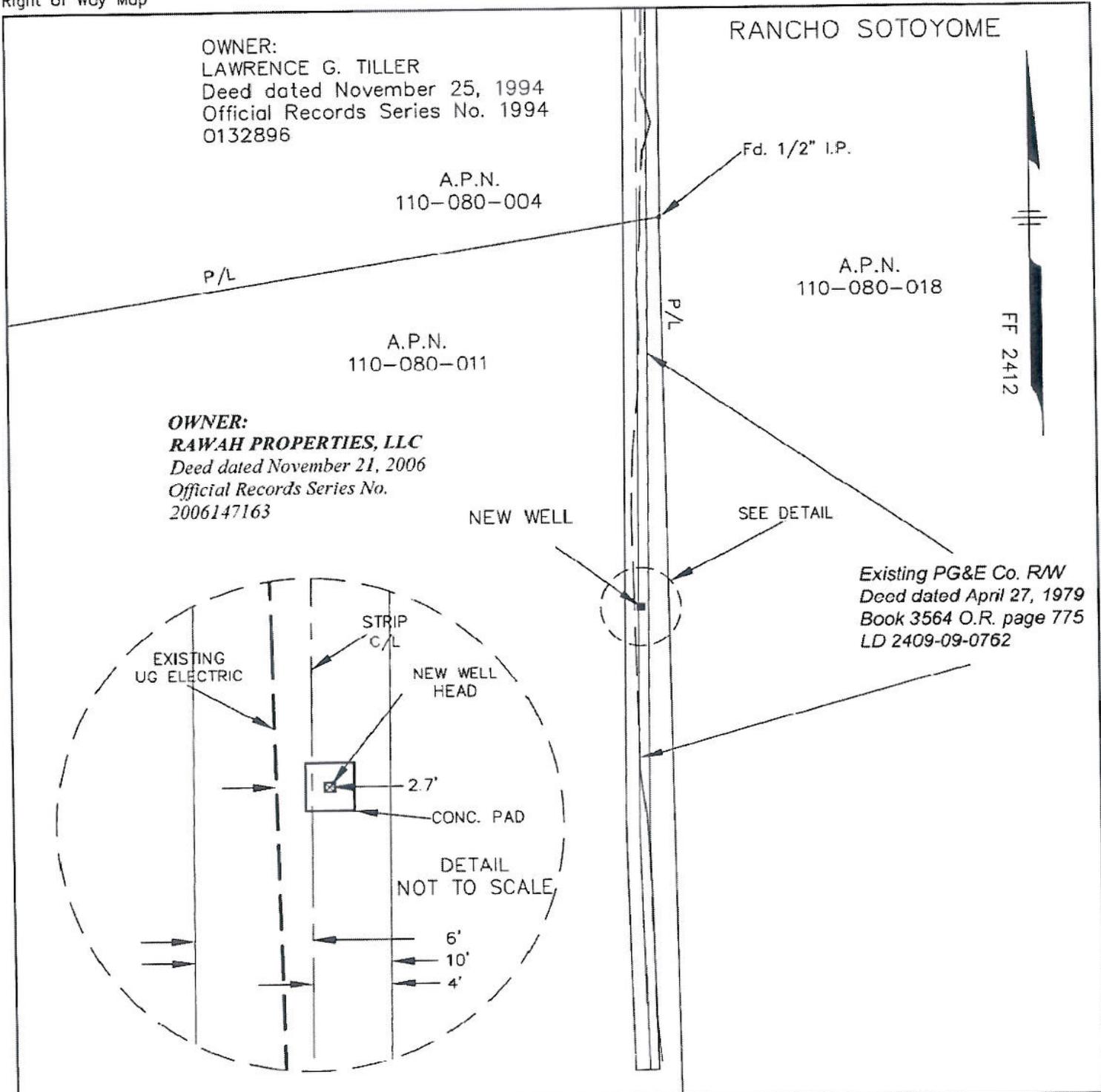
EASEMENT AREA:

The strip of land described in the deed from Bernard Neider and Purita Neider to Pacific Gas and Electric Company, dated April 27, 1979, and recorded in Book 3564 of the Official Records of Sonoma County at page 775.

ENCROACHMENT AREA:

Refer to Exhibit "C" for detail.

EXHIBIT "C"



CITY, RANCHO, SUBDIVISION, ETC.				SCALE		DATE	
UG FACILITIES ENCROACHMENT RAWAH PROPERTIES, LLC				1" = 60'		05/01/09	
SECTION		TOWNSHIP		RANGE		MERIDIAN	
(32)		(9N)		(9W)		MDB&M	
SE 1/4 of SE 1/4							
CHG	DATE	DESCRIPTION	AUTH	BY	CH	DR. BY: REPQ	CH. BY: CSSB
REFERENCES 2409-09-0762				PG&E		SONOMA COUNTY	30638046 P.M. #
						30638046 EX C	DRAWING NO. CHG.

Advice 3480-E

Attachment 2
(Original Easement Agreement)

AFTER RECORDING

PACIFIC GAS & ELECTRIC CO. O:
Land Dept. IY
P. O. Box 2669
San Rafael, California 94902

2409-09-0762
FOR RECORDER'S USE ONLY

BOOK 3564 PAGE 775

Recorded At Request Of

LD 43
at 45 min. past 11 A.M.

MAY 14 1979

OFFICIAL RECORDS
SONOMA COUNTY CALIF.

Christine J. Peterson

\$ 5.00 P.D. Recorder

T 93471

Location: City/Uninc. Union

Recording Fee \$ 5.00

Documentary Transfer Tax \$ None

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Ronald E. Marscault
Signature of declarant or agent determining tax

EASEMENT

BERNARD NEIDER and PURITA NEIDER, husband and wife

first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,

second party, the right from time to time to construct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the _____ County of Sonoma, State of California, described as follows:

(APN 110-080-11)

The parcel of land situate in Rancho Sotoyome conveyed by Joe Dorfman, as referee to Bernard Neider and wife, by deed dated July 21, 1978 firstly described and recorded in Book 3435 of Official Records at page 651, Sonoma County Records.

Said facilities shall consist of:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as second party deems necessary located within the strip of land described as follows:

A strip of land of the uniform width of 10 feet extending southerly from the general northerly boundary line of said lands, said northerly boundary line also being the southerly boundary line of the lands of Thomas D. Brown and Grainger R. Brown as shown upon the Record of Survey filed in Book 231 of Maps at page 45, Sonoma County Records and lying 4 feet on the easterly side and 6 feet on the westerly side of the line which begins at a point in said general northerly boundary line of said

APR 18 1978
P.G. & E.C.C.
COPY

lands and runs thence S 0° 26.5' W 275.0 feet; thence S 1° 24.8' E 106 feet to a point within said lands; said point of beginning bears S 81° 00' W 9.6 feet distant from a 1/2 inch iron pipe tagged RCE 5822 marking the southeast corner of the lands shown upon said Record of Survey.

First party shall not erect or construct any building or other structure or drill or operate any well within the strip of land hereinbefore described.

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

IN WITNESS WHEREOF first party has executed these presents this 27 day of April, 19 79.

Bernard Neider
Bernard Neider

Purita Neider
Purita Neider

Executed in the presence of:

Brad Witherell
WITNESS
BRAD WITHERELL

Prepared FMW/sa

Checked RAT

North Bay - W0 9-1032-G
Map PP-24 - LN 8502
Sec. 32 - SW 1/4 of SE 1/4
T9NR9W - MDB&M

FOR NOTARY'S USE ONLY

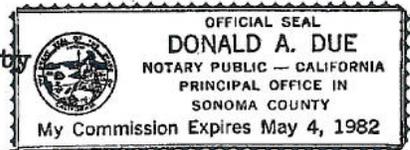
STATE OF CALIFORNIA }
County of Sonoma } ss.

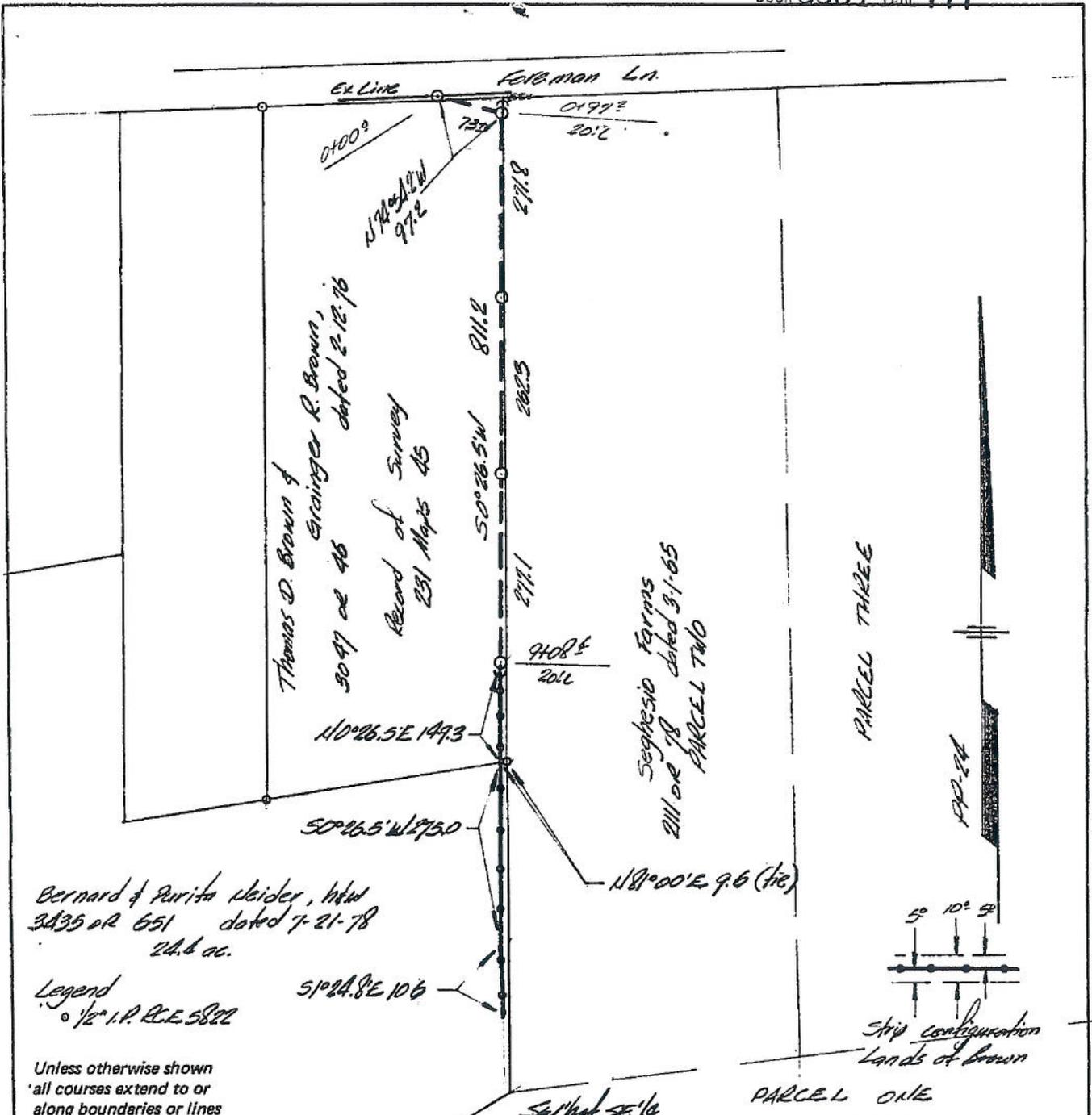
On April 27, 1979, before me the undersigned, a Notary Public, in and for said State, personally appeared Brad Witherell, known to me to be the person whose name is subscribed to the within instrument as a witness there-to, who being by me duly sworn, deposed and said: That he resides at Sonoma County California, that he was present and saw Bernard Neider and Purita Neider

personally known to him to be the person s described in and whose name s are subscribed to the within and annexed instrument, execute the same; and that the affiant subscribed his name thereto as a witness to said execution.

My commission expires _____
WITNESS INDIVIDUAL

Donald A. Due
Notary Public





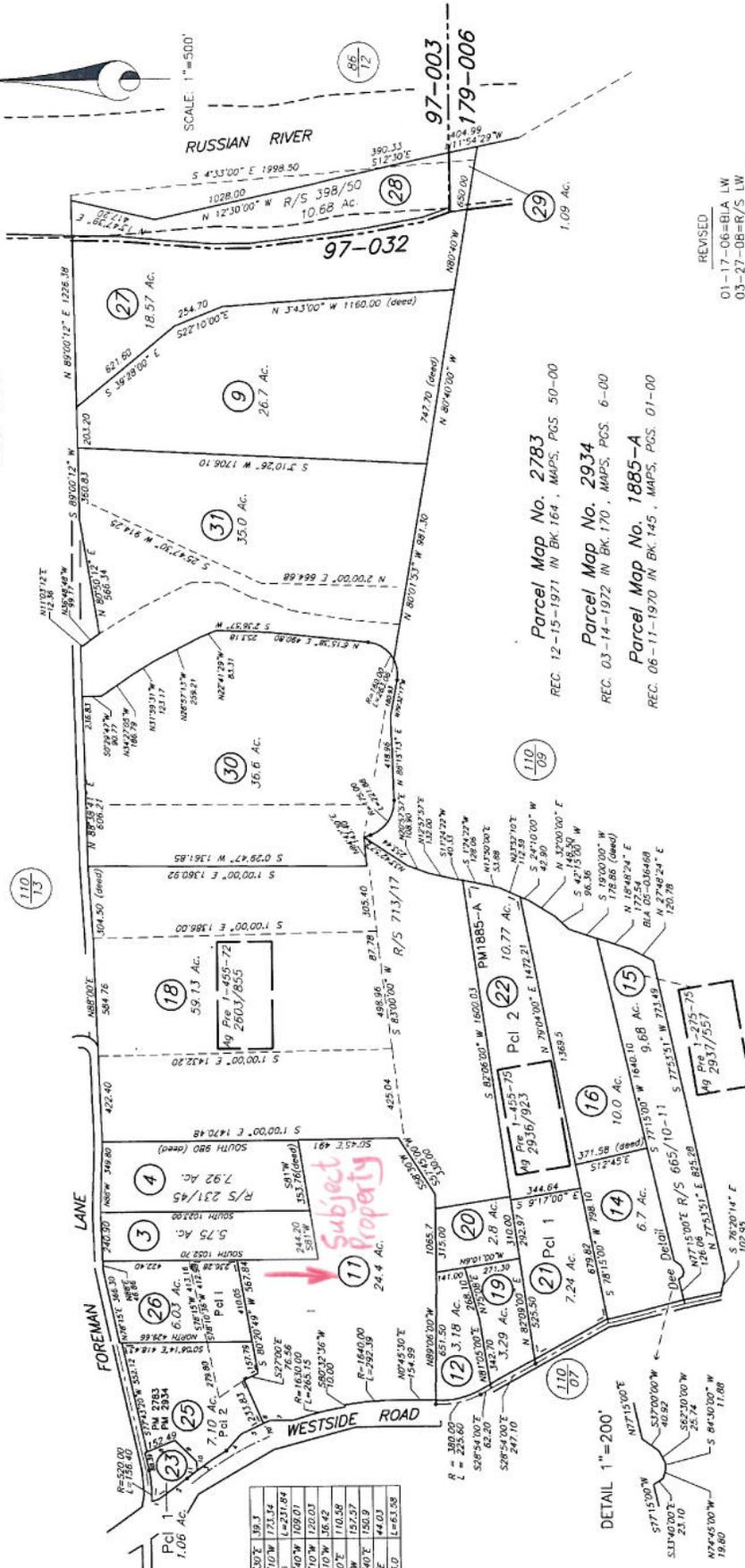
CITY, RANCHO, SUBDIVISION, ETC. Rancho Sotayome				SCALE	DATE
E. loc. Facilities to serve U.D. M. Pheters 2 mi S of Healdsburg				1" = 200'	4-12-79
SECTION	TOWNSHIP	RANGE	MERIDIAN		
32	9N	9W	M.D.		
COUNTY OF Sonoma (110-08)					
CHG.	DATE	DESCRIPTION	AUTH. BY	CH. BY:	
		END OF DOCUMENT	PG and E	DR. BY: AR	CH. BY:
REFERENCES			North Bay DIVISION	9-1032-G AUTHORIZATION	LN8502 DRAWING NO.

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
 97-032
 97-003
 179-006

110-08

Part of M.J. BICE RANCH SUBDIVISION



1	MPT4.302° E	39.3
2	M207°10'W	72.14
3	R=163.5	100.01
4	M48°15'00"W	100.01
5	M23°32'10"W	10.01
6	M23°32'10"W	16.42
7	M23°32'10"W	10.59
8	M23°32'10"W	15.57
9	M42°26'40"W	15.09
10	M82°20'E	44.03
11	R=163.5	L=63.58

Parcel Map No. 2783
 REC. 12-15-1971 IN BK. 164, MAPS, PGS. 50-00
 Parcel Map No. 2934
 REC. 03-14-1972 IN BK. 170, MAPS, PGS. 6-00
 Parcel Map No. 1885-A
 REC. 06-11-1970 IN BK. 145, MAPS, PGS. 01-00

REVISED
 01-17-06-BIA LW
 03-27-06-R/S LW
 08-26-08-RG cor. RL

NOTE: This map was prepared for Assessment purposes only and is not intended to constitute a valid building site. No liability is assumed for the accuracy of the data delineated. The acreages are based on the information supplied to the Assessor. Aerial photography maps, recent deeds, prior assessment maps, etc.

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

Assessor's Map Bk. 110, Pg. 08
 Sonoma County, Calif. (ACAD)

KEY 8/25/08 RL

STATE OF CALIFORNIA
WELL COMPLETION REPORT

Refer to Instruction Pamphlet

No. **e063709**

Owner's Well No. **WELL #1**

Date Work Began **10/22/2007**, Ended **10/24/2007**

Local Permit Agency **Sonoma County PRMD**

Permit No. **WEL07-0474** Permit Date **9/20/2007**

DWR USE ONLY --- DO NOT FILL IN	
STATE WELL NO./STATION NO.	
LATITUDE	LONGITUDE
APN/TRS/OTHER	

ORIENTATION (✓)			DRILLING METHOD		FLUID	
<input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> HORIZONTAL <input type="checkbox"/> ANGLE _____ (SPECIFY)			Mud Rotary		Bentonite	
DEPTH FROM SURFACE			DESCRIPTION			
Ft.	to	Ft.	Describe material, grain, size, color, etc.			
0	2		Organic loam			
2	7		Dark Brown clay			
7	40		Brown clayee sand gravel			
40	47		Brown with blue sandy gravel clay			
47	54		Blue sands, gravel			
54	66		Blue and brown sandy gravel clay			
66	73		Blue sands, gravel			
73	80		Gray clay rock			
<i>New Log Well</i>						
TOTAL DEPTH OF BORING 80 (Feet)			TOTAL DEPTH OF COMPLETED WELL 80 (Feet)			

WELL OWNER																				
Name	Rawah Properties LLC																			
Mailing Address	POB 414																			
	Oakville	CA																		
CITY	STATE	ZIP																		
WELL LOCATION																				
Address	3004 Westside Road																			
City	Healdsburg CA																			
County	Sonoma																			
APN Book	Page	Parcel																		
110	080	011																		
Township	Range	Section																		
Latitude	DEG. MIN. SEC.																			
<table border="1"> <tr> <th colspan="3">LOCATION SKETCH</th> </tr> <tr> <td colspan="3">NORTH</td> </tr> <tr> <td colspan="3" style="text-align: center;"><i>AVE</i></td> </tr> <tr> <td colspan="3" style="text-align: center;"><i>South Block</i></td> </tr> <tr> <td>WEST</td> <td></td> <td>EAST</td> </tr> <tr> <td colspan="3" style="text-align: center;">SOUTH</td> </tr> </table>			LOCATION SKETCH			NORTH			<i>AVE</i>			<i>South Block</i>			WEST		EAST	SOUTH		
LOCATION SKETCH																				
NORTH																				
<i>AVE</i>																				
<i>South Block</i>																				
WEST		EAST																		
SOUTH																				
<small>Illustrate or Describe Distance of Well from Roads, Buildings, Fences, Rivers, etc and attach a map. Use additional paper if necessary. PLEASE BE ACCURATE & COMPLETE.</small>																				
ACTIVITY (✓)																				
<input checked="" type="checkbox"/> NEW WELL																				
MODIFICATION/REPAIR																				
<input type="checkbox"/> Deepen																				
<input type="checkbox"/> Other (Specify)																				
<input type="checkbox"/> DESTROY (Describe Procedures and Materials Under "GEOLOGIC LOG")																				
PLANNED USES (✓)																				
WATER SUPPLY																				
<input type="checkbox"/> Domestic <input type="checkbox"/> Public																				
<input checked="" type="checkbox"/> Irrigation <input type="checkbox"/> Industrial																				
MONITORING <input type="checkbox"/>																				
TEST WELL <input type="checkbox"/>																				
CATHODIC PROTECTION <input type="checkbox"/>																				
HEAT EXCHANGE <input type="checkbox"/>																				
DIRECT PUSH <input type="checkbox"/>																				
INJECTION <input type="checkbox"/>																				
VAPOR EXTRACTION <input type="checkbox"/>																				
SPARGING <input type="checkbox"/>																				
REMEDICATION <input type="checkbox"/>																				
OTHER (SPECIFY) _____																				

WATER LEVEL & YIELD OF COMPLETED WELL	
DEPTH TO FIRST WATER	N/A (Ft.) BELOW SURFACE
DEPTH OF STATIC WATER LEVEL	30 (Ft.) & DATE MEASURED 10/24/2007
ESTIMATED YIELD	30 (GPM) & TEST TYPE Bailed
TEST LENGTH	5 (Hrs.) TOTAL DRAWDOWN 60 (Ft.)
<i>May not be representative of a well's long-term yield.</i>	

DEPTH FROM SURFACE	BORE-HOLE DIA. (Inches)	CASING (S)							
		TYPE (✓)				MATERIAL / GRADE	INTERNAL DIAMETER (Inches)	GAUGE OR WALL THICKNESS	SLOT SIZE IF ANY (Inches)
Ft.	to	Ft.	BLANK	SCREEN	CON-DUCTOR				
0	80	13-1/2"							
+1.5	80		✓				PVC	8	SDR21
40	80			✓					.032

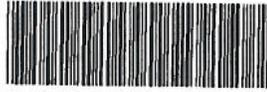
DEPTH FROM SURFACE	ANNULAR MATERIAL					
	TYPE					
Ft.	to	Ft.	CE-MENT (✓)	BEN-TONITE (✓)	FILL (✓)	FILTER PACK (TYPE/SIZE)
0	5		✓			CONCRETE
5	24			✓		
24	80				✓	1/8 x 1/4 GRAV

ATTACHMENTS (✓)
<input type="checkbox"/> Geologic Log
<input type="checkbox"/> Well Construction Diagram
<input type="checkbox"/> Geophysical Log(s)
<input type="checkbox"/> Soil/Water Chemical Analysis
<input type="checkbox"/> Other _____
ATTACH ADDITIONAL INFORMATION, IF IT EXISTS.

CERTIFICATION STATEMENT			
I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief			
NAME Wicks Drilling & Pump			
(PERSON, FIRM, OR CORPORATION) (TYPED OR PRINTED)			
P.O. Box 176	Sebastopol	CA	95473
ADDRESS	CITY	STATE	ZIP
Signed <i>Melissa G Lopez</i>	10/29/07	177681	
WELL DRILLER/AUTHORIZED REPRESENTATIVE	DATE SIGNED	C-57 LICENSE NUMBER	

Advice 3480-E

Attachment 3
(Original Grant Deed)



2006147163

OFFICIAL RECORDS OF
SONOMA COUNTY
EEVE T. LEWIS

FIRST AMERICAN TITLE CO.
11/28/2006 14:05 DEED
RECORDING FEE: 16.00
PAID

4 PG



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Jeanne DeVincenzi, Esq.
Block & DeVincenzi LLP
1407 Main Street, Suite 202
St. Helena, CA 94574

MAIL TAX STATEMENTS TO:
Rawah Properties, LLC
915 Oakville Crossroad
P. O. Box 414
Oakville, CA 94562

2478534-TO

APN: 110-080-011

GRANT DEED

DOCUMENTARY TAX
DECLARATION FILED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

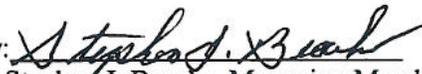
FELTA CREEK, LLC, a California limited liability company

hereby GRANTS to

RAWAH PROPERTIES, LLC, a California limited liability company, the real property in the State of California, County of Sonoma described on Exhibit A attached hereto and made a part hereof.

Dated November 21 2006:

FELTA CREEK, LLC,
a California limited liability company

By: 
Stephen J. Brooks, Managing Member

State of California)
County of SONOMA)

On November, 21 2006, before me, DON MACKAY, NOTARY PUBLIC
personally appeared Stephen J. Brooks, personally known to me, or
proved to me, on the basis of satisfactory evidence, to be the persons whose names ~~are~~ ^{is}
subscribed to the within instrument and acknowledged to me that ~~they~~ ^{he} executed the same in ~~their~~ ^{this}
authorized capacity, and that by ~~their~~ ^{his} signature on the instrument the persons, or the entity upon
behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature

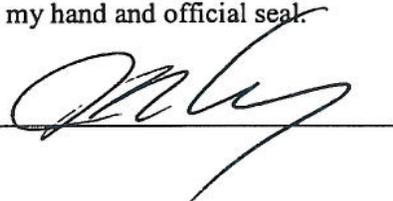


EXHIBIT "A"

PARCEL ONE:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED REAL PROPERTY LYING EASTERLY OF THE HEALDSBURG-GUERNEVILLE ROAD ALSO CALLED WESTSIDE ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN DESIGNATED AS CORNER NO. 1 ON A MAP OF THE MARY J. BICE TRACT OF LAND MADE BY J.D. COX IN SEPTEMBER, 1914, WHICH POINT IS IDENTICAL WITH THE POINT WHERE DIVISION FENCE BETWEEN THE LANDS OF BICE AND BAKER ESTATE STRIKES THE NORTH BOUNDARY OF SARAH E. TRUITT ESTATE, AND RUNNING THENCE (VARIATION 17' 30" EAST) NORTH 45' WEST ALONG SAID FENCE 7.44 CHAINS TO CORNER OF NO. 2; THENCE SOUTH 81° 31' WEST ALONG DIVISION FENCE BETWEEN LANDS HEREBY DESCRIBED AND LANDS OF PETTINGILL AND BELL 8.40 CHAINS TO CORNER NO. 3, IDENTICAL WITH THE SOUTHWEST CORNER OF BELL TRACT, BEING AN IRON STAKE OF ONE INCH GAS PIPE DRIVEN ON NORTH SIDE OF FENCE AGAINST PICKET MARKED WITH CROSS. THENCE NORTH 30' WEST ALONG LINE BETWEEN LAND OF BICE AND BELL 5.97 CHAINS TO CORNER NO. 4 MARKED BY AN IRON STAKE OF GAS PIPE DRIVEN IN THE GROUND; THENCE SOUTH 80° 30' WEST, 9.30 CHAINS TO CORNER NO. 5 MARKED BY AN IRON STAKE ON LINE OF PICKET FENCE; THENCE NORTH 27° WEST ALONG SAID FENCE 1.16 CHAINS TO CORNER NO. 6 AND IRON STAKE DRIVEN ON WEST SIDE OF FENCE AGAINST PICKET MARKED WITH CROSS. THENCE SOUTH 67° WEST, 5.35 CHAINS TO COUNTY ROAD 10.45 CHAINS TO CORNER NO. 7, AN IRON STAKE ON LINE OF PICKET FENCE FROM WHICH A BLACK OAK TREE BEARS SOUTH 15° EAST 12 LINKS DISTANT. THENCE SOUTH 72° 15' WEST, 18.95 CHAINS TO CORNER NO. 8, AN IRON STAKE DRIVEN IN MOUND OF STONES; THENCE SOUTH 5° WEST, 4.43 CHAINS TO CORNER NO. 9 AN IRON STAKE ON LINE OF FENCE BETWEEN LANDS OF BICE AND TRUITT ESTATE; THENCE EAST ALONG SAID FENCE 25.60 CHAINS TO COUNTY ROAD 42.04 CHAINS TO CORNER NO. 10 IN ANGLE OF FENCE; THENCE NORTH 58° 30' EAST ALONG FENCE 5.00 CHAINS TO POINT OF BEGINNING.

EXCEPTING ALL THAT REAL PROPERTY AS OBTAINED BY THE COUNTY OF SONOMA BY FINAL ORDER OF CONDEMNATION RECORDED NOVEMBER 27, 1961, IN BOOK 1858 OF OFFICIAL RECORDS, PAGE 718, UNDER RECORDER'S SERIAL NO. G-72381, SONOMA COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT TO PROSPECT FOR, DRILL, OPERATE, MAINTAIN AND USE A WATER WELL OR WELLS, AND TO THE EXTENT REASONABLY NECESSARY, TO INSTALL, USE, OPERATE, MAINTAIN, REPAIR AND REPLACE WELL HOOKUPS, PUMPS, WATER PIPELINES AND ELECTRICAL LINES AS GRANTED IN THAT "WELL AND WATER LINE AGREEMENT" RECORDED NOVEMBER 28, 2006, AS INSTRUMENT NO. 2006 147165, SONOMA COUNTY RECORDS.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ACROSS THE EXISTING ACCESS ROAD AS GRANTED IN THAT "ACCESS ROAD EASEMENT AGREEMENT" RECORDED NOVEMBER 28, 2006, AS INSTRUMENT NO. 2006-147166, SONOMA COUNTY RECORDS.

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

Aglet	Day Carter Murphy	Norris & Wong Associates
Alcantar & Kahl	Defense Energy Support Center	North Coast SolarResources
Anderson & Poole	Department of Water Resources	Northern California Power Association
Arizona Public Service Company	Department of the Army	Occidental Energy Marketing, Inc.
BART	Dept of General Services	OnGrid Solar
BP Energy Company	Division of Business Advisory Services	Praxair
Barkovich & Yap, Inc.	Douglas & Liddell	R. W. Beck & Associates
Bartle Wells Associates	Douglass & Liddell	RCS, Inc.
C & H Sugar Co.	Downey & Brand	Recon Research
CA Bldg Industry Association	Duke Energy	SCD Energy Solutions
CAISO	Dutcher, John	SCE
CLECA Law Office	Ellison Schneider & Harris LLP	SMUD
CSC Energy Services	FPL Energy Project Management, Inc.	SPURR
California Cotton Ginners & Growers Assn	Foster Farms	Santa Fe Jets
California Energy Commission	G. A. Krause & Assoc.	Seattle City Light
California League of Food Processors	GLJ Publications	Sempra Utilities
California Public Utilities Commission	Goodin, MacBride, Squeri, Schlotz & Ritchie	Sierra Pacific Power Company
Calpine	Green Power Institute	Silicon Valley Power
Cameron McKenna	Hanna & Morton	Southern California Edison Company
Cardinal Cogen	Hitachi	Sunshine Design
Casner, Steve	International Power Technology	Sutherland, Asbill & Brennan
Chamberlain, Eric	Intestate Gas Services, Inc.	Tabors Caramanis & Associates
Chevron Company	Los Angeles Dept of Water & Power	Tecogen, Inc.
Chris, King	Luce, Forward, Hamilton & Scripps LLP	Tiger Natural Gas, Inc.
City of Glendale	MBMC, Inc.	Tioga Energy
City of Palo Alto	MRW & Associates	TransCanada
City of San Jose	Manatt Phelps Phillips	Turlock Irrigation District
Clean Energy Fuels	Matthew V. Brady & Associates	U S Borax, Inc.
Coast Economic Consulting	McKenzie & Associates	United Cogen
Commerce Energy	Merced Irrigation District	Utility Cost Management
Commercial Energy	Mirant	Utility Specialists
Consumer Federation of California	Modesto Irrigation District	Verizon
Crossborder Energy	Morgan Stanley	Wellhead Electric Company
Davis Wright Tremaine LLP	Morrison & Foerster	Western Manufactured Housing Communities Association (WMA)
	New United Motor Mfg., Inc.	eMeter Corporation