

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



July 20, 2012

Advice Letter 3744-E

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

**Subject: Blair's Lane Road-Widening Easements Near PG&E
Placerville Substation – Request for Approval Under
Section 851**

Dear Mr. Cherry:

Advice Letter 3744-E is effective June 21, 2012 per Resolution E-4506.

Sincerely,

A handwritten signature in cursive script that reads "Edward F. Randolph".

Edward F. Randolph, Director
Energy Division



Jane K. Yura
Vice President
Regulation and Rates

Mailing Address
Mail Code B10B
Pacific Gas and Electric Company
P.O. Box 770000
San Francisco, CA 94177

Fax: 415.973.6520

October 15, 2010

Advice 3744-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Blair's Lane Road-Widening Easements Near PG&E Placerville
Substation – Request for Approval 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 of PG&E's consent to grant the City of Placerville ("City") a combination of easements along the easterly boundary of PG&E property that houses the Placerville Substation, located at 1284 Broadway Street, Placerville, California. The City will use the proposed Road, Water Valve and Slope Easement ("easement") to replace the existing one-lane Blair's Lane Bridge with a two-lane bridge and associated road improvements. In addition, the City will use the proposed easement to excavate for, construct, install, repair, replace, remove, maintain, and use a water pressure regulating valve and water pipe lines. The area covered by the Road, Water Valve and Slope Easement, will be hereinafter collectively be referred to as the "Easement Area."

This easement will not interfere with PG&E's ability to provide utility services and is not adverse to the public interest; rather it will benefit the public through improved pedestrian and vehicular traffic flow and access to the Placerville Substation, as well as improving aesthetics in the area through landscaping.

Background

PG&E owns land, buildings and other facilities in connection with the provision of electric service to its customers throughout northern and central California. In the provision of this service, PG&E relies on its wide system of substations to support its generation, transmission and distribution activities. One such substation is the Placerville Substation, located at 1284 Broadway Street, Placerville, California.

Eskaton Village Placerville ("Eskaton") was a development planned at the new southern terminus of Blair's Lane. One of the conditions of approval of the project was to widen Blair's Lane to local street standards and to widen the bridge accordingly. PG&E

understands that although the Eskaton development did not materialize the City still intends to pursue the road-widening project. To facilitate the road-widening project, the City will need to secure a combination of rights of way and easement. In December of 2007, the City proceeded to obtain property appraisals and began the easement acquisition process to support the widening of Blair's Lane. As a result of these activities, the City approached PG&E to secure this easement in the aforementioned Easement Area.

Upon completion of the widening of Blair's Lane, the existing one-lane bridge will be replaced with a two-lane bridge along with all roadway approach work as required. In addition, an existing 31-foot long single span, steel stringer bridge will be replaced with a concrete deck supported on concrete abutments with a 41-foot long single-span cast-in-place pre-stressed concrete bridge. The project will require the relocation of overhead electric lines and underground sewer and water lines. Additionally, a retaining wall will be required to avoid impacting a PG&E electric transmission tower. All of these activities will be carried out as part of the road widening project by a contractor upon acquisition of all the necessary easements.

The Easement Area requested by the City will support the contemporaneous expansion of Blair's Lane and the construction of improvements in accordance with City requirements. Specifically, the Blair's Lane improvements will include a curb, gutter, sidewalk, drainage facilities, and sewer and water lines. The expansion activities as well as the construction of associated improvements in the Easement Area will augment access to PG&E's Placerville Substation, allowing for greater cost-efficiencies in substation maintenance and the delivery of energy services and will not interfere with PG&E's provision of utility services. These benefits will be enjoyed by PG&E's current and future ratepayers, including through rates that will be lower than they otherwise would have been.

The proposed easements satisfy Section 851 requirements as they are "not adverse to the public interest." The Commission has repeatedly held that the relevant inquiry in Section 851 proceedings is whether the transaction is "adverse to the public interest." (See, e.g., Universal Marine Corp., 1984, Cal. PUC Lexis 962 * 3; 14 California Public Utilities Commission ("CPUC") 2d 644, 646; see also Decision ("D.") 03-01-084, 2003 Cal. PUC LEXIS 72, *10. D.89-07-016 and D.01-05-076.) Furthermore, in approving productive compatible uses of utility property such as this easement, the Commission has long recognized that the public interest is served when, as in this request, utility property is used for other productive purposes without interfering with the utility's operations or affecting services to utility customers. (D.04-07-023, mimeo, p.13, *citing* D.02-01-058 [2002 Cal. PUC LEXIS 11, *9-*10], D.94-06-017, and D.92-07-007.) As stated above, the road widening will not interfere with PG&E's operations or its ability to provide reliable service to its customers. On the contrary, granting this easement will *improve* access to the Substation, as well as facilitate the improvement of pedestrian and vehicular traffic flow consistent with other similarly situated City improvements.

In accordance with Resolution ALJ-244, 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	Randy Pesses
Lisa H. Jordan	The City of Placerville
Gail L. Slocum	3101 Center Street
Law Department	Placerville, CA, 95667
P.O. Box 7442	Telephone: (530) 642-5557
San Francisco, CA 94120	Facsimile: (530) 642-5568
Telephone: (415) 973-6583	esses@cityofplacerville.org
Facsimile: (415) 973-0576	
Email: GLSG@pge.com	
	Carolyn Davis, PE
	Quincy Engineering
	Telephone: (916) 368-9181
	Facsimile: (916) 368-1308
	carolynd@quincyeng.com

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

PG&E owns and operates the Placerville Substation and the accompanying 3.05 acres of land ("parcel") on which the substation is located. In addition to the substation, PG&E owns the offices, utilities and outbuilding located on the parcel. The Placerville Substation is located at 1284 Broadway Street in the eastern part of the City of Placerville, within the City limits. The parcel is described, marked, designated and numbered on the official map and in the field notes of the official survey of the City of Placerville, on file and of record in the office of the El Dorado County as described in the final order of condemnation in favor of PG&E, dated October 31, 1946, and recorded in Book 235 of Official Records at page 154. A full description of the property is included herewith as Exhibits A and B of the Easement Agreement ("Agreement") attached hereto as Attachment 1.

(3) Intended Use of the Property:

Per the terms of the Easement Agreement included herein as Attachment 1, the City will be allowed to:

- a) Construct a road and associated improvements. The area subject to the road easement runs along the easterly boundary of PG&E Placerville Substation along Blair's Lane. It is approximately 4 feet wide and extends for approximately 427 feet. It totals 1,323 sq. ft., as legally defined in Exhibit A to Attachment 1. Activities to be carried on this section of the easement will include the excavation for, installment, construction, reconstruction, repair, replacement, maintenance, and use of a road and

associated improvements consisting of a curb, gutter, sidewalk, drainage facilities, and sewer and water lines. A detailed map of the road easement area is included herein as Exhibit A-1 to the Easement Agreement.

- b) Install a water valve and slope improvements. The area subject to the water valve and slope easement is located at the southeast corner of PG&E's Placerville Substation along Blair's Lane. It is about 14 feet wide and extends for approximately 57 feet and will include a retaining wall. The total slope easement area measures approximately 791 sq. ft., as legally defined in Exhibit B to Attachment 1. Specific activities that will be carried out within the easement area will include the excavation for, construction, installation, repair, replacement, removal, maintenance and use of water pressure regulating valves and water pipe lines as well as the right to use an assigned strip of land for grading and maintaining the slope area. A detailed map of the water, valve and slope easement area is included herein as Exhibit B-1 of the Easement Agreement.

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

PG&E will receive a one-time fee of Twenty Thousand Six Hundred and Twenty-two Dollars (**\$20,622**) for granting this easement to the City.

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

As consideration for granting the easements described in the Agreement, the City will pay PG&E a one-time fee. This compensation will be credited to Other Operating Revenue and used to reduce transmission revenue requirements in future transmission order cases, consistent with conventional cost-of-service ratemaking.

(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:

No PG&E property is being sold or disposed of because of this transaction. Therefore, no change in PG&E's rate base will result from approval of this Section 851 request. Granting this easement will neither interfere with the operations of the Placerville Substation nor affect PG&E's ability to provide reliable service to its customers and the public at large. On the contrary, this transaction will facilitate the expansion of Blair's Lane which will ensure that both pedestrian and vehicular traffic demands are met to support the transportation demand of the development community construction on the southern end of the Road.

To ensure no impairment in PG&E's ability to deliver services to its customers, PG&E will reserve the right to make use of the property for such purposes as it

may deem necessary or appropriate if, and whenever, in the interest of its service to its customers or the public at large it is necessary to do so. (See Agreement, Attachment 1, at Section 8(a))

(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:

The City, through Universal Field Services, retained the services of K. R. McBay Co. ("Appraisers") for the purpose and part of the process of providing value estimates of PG&E property subject to the easement and relative to the proposed road widening project. On September 25, 2007, the Appraisers delivered a report that provided the City with an estimate of **\$20,622** as just compensation for PG&E parcel subject to the Easement Area. An administrative check and technical review has been performed by PG&E on the valuation summary for the purpose of accuracy and calculation, sufficiency of supporting data, and reasonableness of the compensation. Based on this check and review, PG&E believes that the appraised value accurately reflects and falls within the reasonable range for a fair market easement valuation. A copy of the appraisal report is attached hereto as 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 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-244 Are Satisfied:

¹ During adoption of the Advice Letter pilot program in ALJ-186 (later followed by ALJ-202 and ALJ-244), 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.)

PG&E has provided information within this Advice Letter to meet the eligibility criteria under the Section 851 Advice Letter pilot program:

- No California Environmental Quality Act ("CEQA") review is required. As lead agency, the City in November 2006 issued a Mitigated Negative Declaration ("MND"). In its CEQA review, the City concluded that the proposed Blair's Lane widening project, and all activities associated with it, will not have any significant impact on the environment. As such for purposes of this filing, and in relation to CEQA review, the Commission is the Responsible Agency.
- The financial compensation received from granting the proposed easement is well below the \$5 million eligibility threshold set forth in ALJ-244.
- The activities described as part of the easement do not involve the transfer or change in ownership of property or facilities currently used in PG&E operations. PG&E will retain full access rights and ownership to its facilities in support of its utility operations.
- The proposed activities will not have an adverse effect on the public interest; rather they will allow productive secondary use of utility property. In addition, the proposed activities will not interfere in any way with the operations of PG&E's facilities, or with PG&E's provision of service to its customers.

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

No information is readily available other than what has already been included within this filing.

(13) Environmental Information

This project does not require the CPUC to conduct CEQA review as a lead agency. Rather, pursuant to P.U. Code Section 853(d) as amended by AB 698 effective January 1, 2010, this project, which has already received CEQA review by the City of Placerville, may be considered by the Commission in this Section 851 request via advice letter. In November 2006, A MND was issued by the City of Placerville in accordance with the requirements of CEQA and its guidelines. While it was found that the project may have significant effects on the environment, revisions that were made to the project and agreed to by the projects proponents to mitigate any current or future environmental concerns. The City of Placerville, dba City of Placerville Department of Public Works Engineering, assumed the role of lead agency responsible for the environmental analysis. Based on this analysis, the project was found not to pose any potential

significant adverse environmental impacts under CEQA. A copy of the MND is attached herein as Attachment 3.

The Federal Highway Administration (“FHWA”) is providing financial assistance for this project under the Federal Highway Bridge Replacement and Rehabilitation program. The FHWA must make a National Environmental Policy Act (“NEPA”) finding prior to releasing the funds. The Caltrans Local Assistance project manager determined that this project would be a NEPA Categorical Exclusion, with the submittal of required technical studies. The FHWA will also be reviewing the project’s structure design and configuration. A copy of the NEPA Categorical Exclusion is attached herein as Attachment 4.

The CPUC should find the City’s CEQA review to be adequate for purposes of the CPUC’s Section 851 evaluation in this Advice Letter.

a. Exemption

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

The City did not find the project to be categorically exempt but, rather, the City reviewed the project under a Mitigated Negative Declaration to satisfy its CEQA review obligations, as discussed immediately above.

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

Not Applicable.

3. 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.

Not Applicable.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail by facsimile or electronically, any of which must be received no later than **November 4, 2010**, 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: Jane Yura
Vice President, Regulation and Rates
77 Beale Street, Mail Code B10B
P.O. Box 770000
San Francisco, CA 94177

Facsimile: (415) 973-6520
E-mail: PGETariffs@pge.com

Effective Date

Pursuant to the review process outlined in Resolution ALJ-244, PG&E requests that this advice filing become effective as soon as possible, ideally by letter of approval from the Energy Division Director, if uncontested. **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 sent electronically and via U.S. mail to parties shown on the attached list. Address changes to the General Order 96-B service list and electronic approvals should be directed to e-mail PGETariffs@pge.com. For changes to any other service list, please contact the CPUC's Process Office at (415) 703-2021 or at

Process_Office@cpuc.ca.gov. Advice letter filings can also be accessed electronically at <http://www.pge.com/tariffs>.

A handwritten signature in black ink that reads "Jane Yura /emt". The signature is written in a cursive style.

Vice President - Regulation and Rates

cc: Service List - Advice Letter 3744-E

Attachments

***** SERVICE LIST Advice 3744-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
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Brewster Fong
Division of Ratepayer Advocates
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703- 2187
bfs@cpuc.ca.gov

Wendy Al Mukdad
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-2311
wmp@cpuc.ca.gov

***** AGENCIES *****

Randy Pesses
The City of Placerville
3101 Center Street
Placerville, CA, 95667
Telephone: (530) 642-5557
Facsimile: (530) 642-5568
pesses@cityofplacerville.org

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

Carolyn Davis, PE
Quincy Engineering
Telephone: (916) 368-9181
Facsimile: (916) 368-1308
carolynd@quincyeng.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) #: **3744-E**

Tier: 3

Subject of AL: Blair's Lane Road Widening Easements Near PG&E Placerville Substation – 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 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: Jane Yura
Vice President, Regulation and Rates
77 Beale Street, Mail Code B10B
P.O. Box 770000
San Francisco, CA 94177
E-mail: PGETariffs@pge.com

Advice 3744-E

Attachment 1
Easement Agreement

LD 2110-11-1612

2009191 (22-09-131) 12 09 2

Placerville Substation

Road, Water and Slope Easement to City of Placerville

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY

343 Sacramento Street

Auburn, California 95603

Attention: Land Agent

Location: City/Uninc _____

Recording Fee \$0.00 (Government Code Section 27383)

Document Transfer Tax \$0.00 (Revenue and Taxation Code Section 11922)

Signature of declarant or agent determining tax

(A portion of APN 004-261-25)

**EASEMENT AGREEMENT
(Road, Water and Slope Easement to City of Placerville)**

This Easement Agreement (“**Agreement**”) is made and entered into this _____ day of _____, 20____ (the “**Effective Date**”) by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “**PG&E**”, and the CITY OF PLACERVILLE, a Municipal Corporation of the State of California, hereinafter called “**Grantee**.”

RECITALS

A. PG&E owns certain real property within the City of Placerville, County of El Dorado, State of California, described in **EXHIBIT “A”** as **Road Easement** and shown on **EXHIBIT “A-1”** as **Road Easement** and described in **EXHIBIT “B”** as **Water Valve and Slope Easement** and shown on **EXHIBIT “B-1”** as **Water Valve and Slope Easement**, all of which are attached hereto and made a part hereof.

B. Grantee proposes to construct road and associated improvements within the strip of land described in **EXHIBIT “A”** and shown on **EXHIBIT “A-1”** as **Road Easement**, and to install water facilities within the strip of land described in **EXHIBIT “B”** and shown on **EXHIBIT “B-1”** as **Water Valve and Slope Easement**, and to use the strip designated **Water Valve and Slope Easement** for the grading and maintenance of a slope area, and in connection therewith, Grantee has requested that PG&E grant easements for those purposes.

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

Now, therefore, in consideration of Grantee's agreement to pay the sum of _____ Dollars (\$ _____), and for other good and valuable consideration, PG&E and Grantee agree as follows:

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

(a) Road and Associated Improvements. A non-exclusive easement to excavate for, install, construct, reconstruct, repair, replace, maintain and use a road and associated improvements consisting of curb, gutter, sidewalk, drainage facilities, and sewer and water lines, within the strip of land described in EXHIBIT "A" and shown on EXHIBIT "A-1" as Road Easement (the "**Road Easement Area**").

(b) Water Valve and Slope Easement. A non-exclusive easement to excavate for, construct, install, repair, replace, remove, maintain and use a water pressure regulating valve, concrete vault, and water pipe lines associated therewith, within the strip of land described in EXHIBIT "B" and shown on EXHIBIT "B-1" as Water Valve and Slope Easement, together with the right to use the strip of land described in EXHIBIT "B" and shown on EXHIBIT "B-1" as Water Valve and Slope Easement for the grading and maintenance of a slope area (the "**Water Valve and Slope Easement Area**").

Collectively, the Road Easement Area and the Water Valve and Slope Easement Area are hereinafter referred to as the "**Easement Areas.**"

2. Limitations on Use.

(a) The Easement Areas 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 Areas 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 Areas, 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 Easement Areas.

(c) Grantee shall not erect or construct any building or other structure other than the road and water facilities improvements specifically authorized by this Agreement, nor shall Grantee drill or operate any well, within five (5) feet of any of PG&E's electric or gas facilities.

3. Condition of Easement Areas. Grantee accepts the Easement Areas in their existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to

maintain the Easement Areas. Grantee acknowledges that one or more of the following (collectively, "**Potential Environmental Hazards**") may be located in, on or underlying the Easement Areas and/or PG&E's adjacent property:

(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 Easement Areas or PG&E's adjacent property poses or threatens to pose a hazard to the health or safety of persons on or about the Easement Areas or to the environment; or

- hydrocarbons; 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, including, without limitation, the general public ("**Grantee's Representatives**") from risks of harm from Potential Environmental Hazards. Grantee acknowledges that it has previously evaluated the condition of the Easement Areas and all matters affecting the suitability of the Easement Areas 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, as defined below in Section 4(b). 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 Areas, 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 Easement Areas. If PG&E determines in good faith that any such mitigation measures may adversely affect PG&E or the Easement Areas, or impose limitations on PG&E's ability to use the Easement Areas 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 Areas; 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 Areas (collectively, "Legal Requirements"), regardless of when they become effective, insofar as they relate to the use or occupancy of the Easement Areas 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 Areas, 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 Easement Areas or PG&E's adjacent property, or to any contamination or suspected contamination on, within or underlying the Easement Areas or PG&E's adjacent 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 Easement Areas 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), 112E (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 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, electric conduits, tower footings or foundations. 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 Areas in such a manner so as not to endanger the Easement Areas or PG&E's adjacent 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 Easement Areas, 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 Easement Areas, 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 Easement Areas or PG&E's adjacent 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 facilities and improvements in or around said Easement Areas;

(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 Areas and PG&E's adjoining lands, and;

(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 Areas 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 Easement Areas or PG&E’s adjacent 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 Areas 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 Areas, 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 Easement Areas shall be at its sole risk and expense. Grantee accepts all risk relating to its occupancy and use of the Easement Areas. 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 Areas, the condition of Easement Areas, or the use or occupancy of the Easement Areas.

(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 Areas 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 Areas to PG&E for its written approval at the address specified in Section 12.

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 Areas or any larger parcel of property containing the Easement Areas.

8. Reserved Rights. PG&E reserves the right to use the Easement Areas 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 of the Easement Areas 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 Areas 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 Areas in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Easement Areas 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 112E (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. Compliance; Insurance. PG&E shall have a right to access and inspect the Easement Areas 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 Areas and the use, occupancy and activities of Grantee and Grantee's Representatives on or about the Easement Areas, 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. For so long as Grantee is an agency or instrumentality of the United States of America, the State of California or any political subdivision thereof, then Grantee may elect to self-insure for any or all of the required coverage. If Grantee is permitted to self-insure hereunder and elects to do so, Grantee shall be liable to PG&E for the full equivalent of insurance coverage which would have been available to PG&E if all required insurance policies had been obtained by Grantee from a third party insurer, in the form required by this Agreement, and shall pay on behalf of or indemnify PG&E for all amounts which would have been payable by the third party insurer. In addition, Grantee shall act with the same promptness and subject to the same standards of good faith as would apply to a third party insurance company. 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.

11. Mechanics' Liens. Grantee shall keep the larger parcel of property containing the Easement Areas 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 larger parcel of property containing the Easement Areas 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.

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 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
343 Sacramento Street
Auburn, California, CA 95603

With a copy to:

Pacific Gas and Electric Company
P.O. Box 7442, Mail Code B30A
San Francisco, California 94120
Attention: Wendy T. Coleman

If to Grantee:

Attention: _____

With a copy to:

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 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.

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 16). 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.

16. Assignment. Grantee shall not assign, convey, encumber (other than as may be specifically permitted by the terms of this Agreement), or otherwise transfer the easements and other rights herein conveyed, or any portion thereof or interest herein, without the prior written consent of PG&E. Such consent may be given or withheld by PG&E for any reason or for no reason, provided, however, that notwithstanding the foregoing, PG&E agrees that its consent will not be unreasonably withheld, delayed or conditioned in the case of a proposed transfer or dedication to a governmental agency. Grantee acknowledges and agrees that in any instance where PG&E is required not to unreasonably withhold its consent, it shall be reasonable for PG&E to withhold its consent if any regulatory agency having or asserting jurisdiction over PG&E or the Easement Areas, or having or claiming a right to review and/or approve the proposed transfer, fails to grant approval thereof (or imposes conditions on such approval which are not acceptable to PG&E, in its reasonable discretion). Grantee further acknowledges and agrees that in any instance where PG&E is required not to unreasonably delay giving or withholding its consent, it shall be reasonable for PG&E to make application for approval to any regulatory agency having or asserting jurisdiction, and to defer the giving or withholding of consent, without liability hereunder for delay, during the pendency and for a reasonable time following the conclusion of any such regulatory proceedings.

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. 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.

18. 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.

19. No Offsets. Grantee acknowledges that PG&E is executing this Agreement in its capacity as the owner of the larger parcel of property containing the Easement Areas, 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.

20. No Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of land or rights to the general public. The right of the public or any person, including Grantee, to make any use whatsoever of the Easement Areas or any portion thereof, other than as expressly permitted herein or as expressly allowed by a recorded map, agreement, deed or dedication, is by permission and is subject to the control of PG&E in its sole discretion.

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,
a California corporation

CITY OF PLACERVILLE,
a Municipal Corporation of the State of
California

By: _____
Robert L. Jones
Its: Manager, Land Management
Land and Environmental Management

By: _____
Its: _____

Exhibits A, B and C attached

Attach to LD 2110-11-1612
Area 6, Sacramento Valley Region, Sierra Division
Land Service Office: San Francisco
Operating Department: Electric Transmission
T10N, R11E, MDM
Section 8, SE4
FERC License Number(s): NA
PG&E Drawing Number(s): A-1603
PLAT NO.
LD of any affected documents: 2110-11-0677
Reference documents: 2110-11-0675, 2110-11-0676, 2110-11-1613
TYPE OF INTEREST: 11c, 42, 43
SBE Parcel Number: 135-09-37A
(For Quitclaims, % being quitclaimed): NA
Order # or PM #:
JCN: 22-09-131
County: El Dorado
Utility Notice Numbers: NA
851 Approval Application No. _____ Decision _____
Prepared By: TEP
Checked By: DQT1
Revised By: DQT1 (3/2/10)

EXHIBIT "A"
Road Easement
APN: 04-261-25

All that real property situated in the City of Placerville, County of El Dorado, State of California, described as follows:

A portion of Lot 3 in Block 6 as the same is marked, designated and numbered on the Official Map and in the field notes of the Official Survey of said City of Placerville, now on file and of record in the Office of the County Recorder of said El Dorado County, as described in that Final Order of Condemnation in favor of Pacific Gas and Electric Company, dated October 31, 1946, and recorded in Book 235 of Official Records of El Dorado County, at Page 154, described as follows:

BEGINNING at the intersection of the easterly line of said Lot 3 and the southerly line of that parcel designated "P.G.&E. Co." as shown on that Parcel Map filed in Book 7 of Parcel Maps, at Page 33, El Dorado County Records, said point also being the Northeast corner of Parcel 1 as described in the deed from Pacific Gas and Electric Company to Dante Bacoccini, recorded in Book 271 of Official Records of El Dorado County, at Page 304; THENCE from said POINT OF BEGINNING, along said easterly line of said Lot 3, North $16^{\circ}58'17''$ West, 427.40 feet, to the northeasterly corner of said property in said Final Order of Condemnation; THENCE along the northerly line of said property, South $63^{\circ}25'05''$ West, 2.03 feet; THENCE leaving said northerly line, South $16^{\circ}40'27''$ East, 425.42 feet, to a point on the southerly line of said "P.G.&E. Co." parcel; THENCE along said southerly line, South $85^{\circ}38'34''$ East, 4.51 feet, to the POINT OF BEGINNING, containing 1,323 sq. ft., more or less.

The Basis of Bearings of this description and the attached Exhibit "A-1" was established between monuments found on the southerly line of the parcel designated "P.G.&E. Co." as shown on that Parcel Map filed in Book 7 of Parcel Maps, at Page 33, El Dorado County Records, the bearing is South $85^{\circ}38'34''$ East.

End description.

This real property description has been prepared at Area West Engineers, Inc., by me or under my direction, in conformance with the Professional Land Surveyor's Act.





BROADWAY

NW CORNER
LOT 2, BLOCK 6,
CITY OF PLACERVILLE

LDR PARTNERS
2001-0010821
APN: 04-261-24

S63°25'05"W 2.03'

BLAIRS LANE - CITY OF PLACERVILLE
N16°58'17"W 427.40'
S16°40'27"E 425.42'

PACIFIC GAS & ELECTRIC COMPANY
235/OR/154
APN: 04-261-25

S85°38'34"E
BASIS OF BEARINGS
BACO DRIVE

S85°38'34"E 4.51'
POINT OF BEGINNING



SCALE: 1" = 100'

AREA

WEST ENGINEERS, INC.

7478 SANDALWOOD DRIVE, SUITE 400
CITRUS HEIGHTS, CA 95621
(916) 725-5551 - FAX (916) 725-5808
CIVIL ENGINEERING - PLANNING - SURVEYING

EXHIBIT "A-1"
ROAD EASEMENT
APN: 04-261-25

CITY OF PLACERVILLE
COUNTY OF EL DORADO, CALIFORNIA

SCALE 1"=100'
MARCH, 2010

SHEET
1 OF 1
06023

EXHIBIT "B"
Water Valve and Slope Easement
APN: 04-261-25

All that real property situated in the City of Placerville, County of El Dorado, State of California, described as follows:

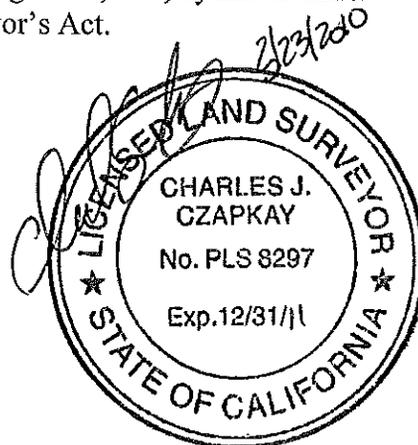
A portion of Lot 3 in Block 6 as the same is marked, designated and numbered on the Official Map and in the field notes of the Official Survey of said City of Placerville, now on file and of record in the Office of the County Recorder of said El Dorado County, as described in that Final Order of Condemnation in favor of Pacific Gas and Electric Company, dated October 31, 1946, and recorded in Book 235 of Official Records of El Dorado County, at Page 154, described as follows:

BEGINNING at a point on the North line of Parcel 1 as described in the deed from Pacific Gas and Electric Company to Dante Bacoccini, recorded in Book 271 of Official Records of El Dorado County, at Page 304, from which point the intersection of the easterly line of said Lot 3 and the southerly line of that parcel designated "P.G.&E. Co." as shown on that Parcel Map filed in Book 7 of Parcel Maps, at Page 33, El Dorado County Records, said point of intersection also being the Northeast corner of said Parcel 1, bears South 85°38'34" East, 4.51 feet, measured along said North line; THENCE from said POINT OF BEGINNING, North 16°40'27" West, 62.80 feet, to an existing fence; THENCE along said existing fence, South 60°04'09" West, 13.87 feet; THENCE South 16°40'27" East, 54.43 feet, to said North line; THENCE along said North line, South 85°38'34" East, 14.46 feet, to the POINT OF BEGINNING, containing 791 sq. ft., more or less.

The Basis of Bearings of this description and the attached Exhibit "B-1" was established between monuments found on the southerly line of the parcel designated "P.G.&E. Co." as shown on that Parcel Map filed in Book 7 of Parcel Maps, at Page 33, El Dorado County Records, the bearing is South 85°38'34" East.

End description.

This real property description has been prepared at Area West Engineers, Inc., by me or under my direction, in conformance with the Professional Land Surveyor's Act.



BROADWAY

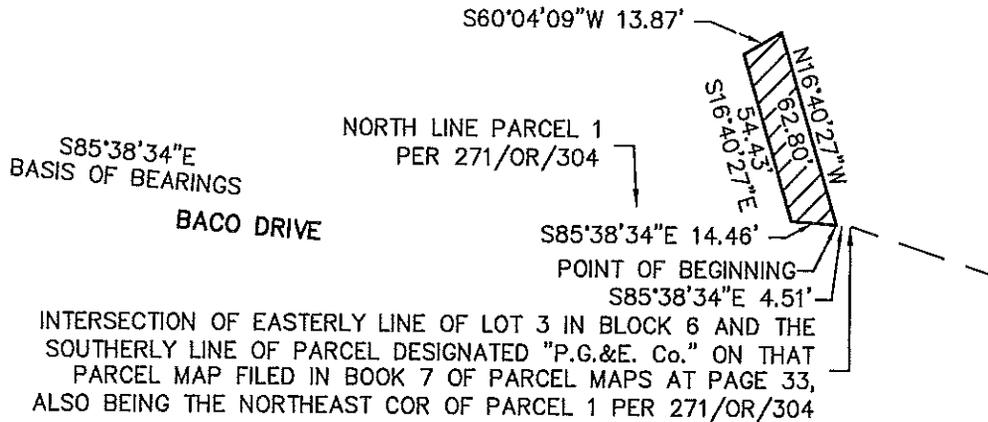
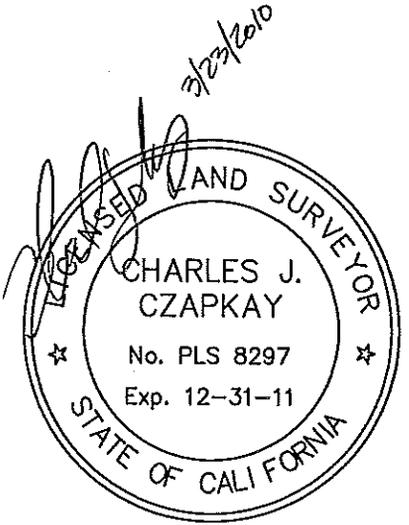
LDR PARTNERS
2001-0010821
APN: 04-261-24



SCALE: 1" = 60'

PACIFIC GAS &
ELECTRIC COMPANY
235/OR/154
APN: 04-261-25

BLAIRS LANE - CITY OF PLACERVILLE



AREA

WEST ENGINEERS, INC.

7478 SANDALWOOD DRIVE, SUITE 400
CITRUS HEIGHTS, CA 95621
(916) 725-5551 - FAX (916) 725-5808
CIVIL ENGINEERING - PLANNING - SURVEYING

EXHIBIT "B-1"
WATER VALVE & SLOPE EASEMENT
APN: 04-261-25
CITY OF PLACERVILLE
COUNTY OF EL DORADO, CALIFORNIA

SCALE 1"=60'
MARCH, 2010
SHEET
1 OF 1
06023

EXHIBIT "C"

INSURANCE REQUIREMENTS

Grantee shall procure, carry and maintain in effect throughout the term of this Agreement the following insurance coverage. Grantee is also responsible for its subcontractors maintaining sufficient limits of the appropriate insurance coverages.

A. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance indicating compliance with any and all applicable labor codes, acts, laws or statutes, state or federal.
2. Employer's Liability insurance shall not be less than One Million Dollars (\$1,000,000) for injury or death, each accident.

B. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability insurance "occurrence" form with no additional coverage alterations.
2. The limits shall not be less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, property damage and products and completed operations. Defense costs are to be provided outside the policy limits.
3. Coverage shall include: a) an "Additional Insured" endorsement (ISO Additional Insured form CG 2010 or equivalent coverage) adding as additional insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of work performed by or for Grantee. If the policy includes "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's requirement: "by blanket endorsement, PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of the work performed by or for the Grantee are included as additional insured"; and b) an endorsement or policy provision specifying that the Grantee's insurance is primary and that any insurance or self-insurance maintained by PG&E shall be excess and non-contributing.

C. Business Auto

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."
2. The limit shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage.

D. Additional Insurance Provisions

1. Upon the Effective Date of the Easement Agreement Grantee shall furnish PG&E with two (2) sets of certificates of insurance including required endorsements.
2. 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 documents must be signed by a person authorized by that insurer to bind coverage on its behalf and submitted to:

Pacific Gas and Electric Company
Insurance Department - B24H
Post Office Box 770000
San Francisco, California 94177

Pacific Gas and Electric Company
343 Sacramento Street
Auburn, California 95603
Attention: Land Agent

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

Advice 3744-E

Attachment 2
Appraisal

SUMMARY APPRAISAL REPORT

**BLAIRS LANE BRIDGE PROJECT
CALTRANS**

PREPARED FOR

**UNIVERSAL FIELD SERVICES (FOR CITY OF PLACERVILLE)
1600 SACRAMENTO INN WAY, SUITE 216
SACRAMENTO, CA 95815**

PREPARED BY

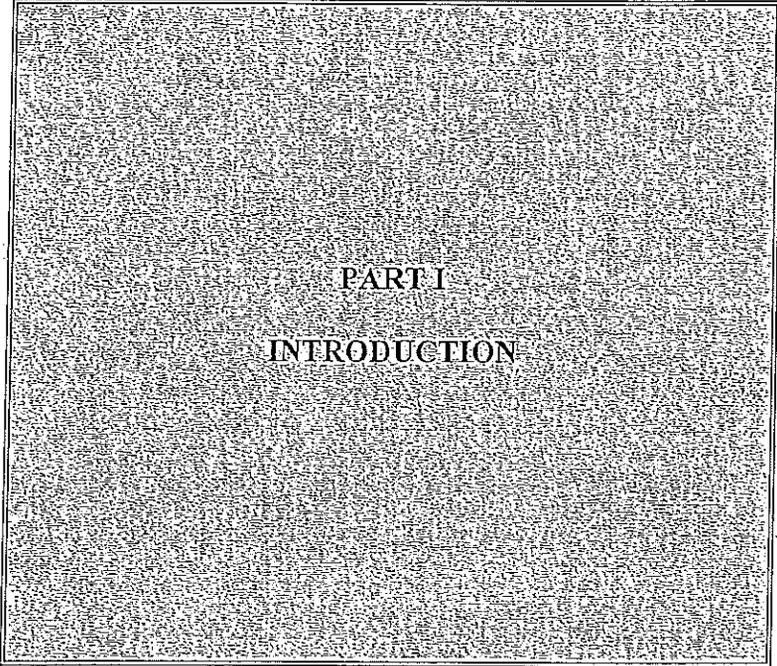
**K. R. MCBAY CO.
5431 AUBURN BOULEVARD, #353
SACRAMENTO, CALIFORNIA 95841
(916) 402-7397**

**VALUATION SUMMARY
BLAIRS LANE BRIDGE PROJECT
DATE OF VALUATION – SEE INDIVIDUAL PROPERTY APPRAISALS**

PROJECT PARCEL #	OWNER/	PE-SF TCE-SF FEE-SF	PE VALUE	TCE VALUE	FEE VALUE	IMPROVE- MENTS	DAMAGES	TOTAL VALUE (ROUNDED)
1	State of California	1,498 2,941 3,424	\$5,618	\$2,206	\$25,680	\$6,848	\$-0-	\$40,400
2	LDR Partners	-0- 1,846 660-	\$-0-	\$3,138	\$11,220	\$2,360	\$-0-	\$16,700
3	Patel	356 191 225	\$-0-	\$-0-	\$-0-	\$-0-	\$-0-	\$ 500
4	PG & E	2,114 6,049 -0-	\$-0-	\$7,259	\$-0-	\$20,622	\$-0-	\$27,900
5	Orelli	512 1,566 1,238	\$3,840	\$2,349	\$18,570	\$3,136	\$-0-	\$27,900

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	STATE OF CALIFORNIA	



PART I
INTRODUCTION

PROJECT DESCRIPTION

The project area is located on Blairs Lane in the eastern portion of the City of Placerville. The Blairs Lane bridge over Hangtown Creek is currently a one-lane bridge. It was constructed in 1953 and has been classified as substandard and functionally obsolete by CalTrans.

The City of Placerville Department of Public Works Engineering is proposing to replace the existing one-lane bridge with a two-lane bridge along with all roadway approach work as required. The existing 31-foot long single-span, steel-stringer bridge will be replaced with a concrete deck supported on concrete abutments with a 41-foot long single-span cast-in-place pre-stressed concrete bridge. The project will require relocation of underground utilities including sewer, water, and electric lines. An overhead PG&E transmission line will require retaining walls to avoid impacting the towers. Three utility poles along the east side of the project will require relocation.

PROJECT PURPOSE AND OBJECTIVES

The purpose of the project is to bring the Blairs Lane crossing over Hangtown Creek up to current standards. This will support new proposed development to the south of the bridge. The City is seeking to improve the Hangtown Creek crossing to provide a standard two-lane roadway with standard shoulder widths and sidewalks.

ASSUMPTIONS AND LIMITING CONDITIONS

1. That to the best of our knowledge, the legal descriptions, title information, maps, statements of fact, and related data contained within the report, upon which the analysis and conclusions are based, are true and correct. However, since much of said data was furnished by others, absolute correctness cannot be guaranteed by the appraiser unless known to be a fact by his own personal knowledge.
2. Neither all nor part of the contents shall be disseminated to the public through advertising media, public relations media, news media, or any other public means of communication without the prior written consent and approval of the undersigned. Possession of this report, or any copy thereof, does not carry with it the right of publication or reproduction without the written consent of the appraiser.
3. Delivery of this report constitutes completion of this appraisal assignment, and any further consultation, including pre-trial appearances, will be the subject of a further assignment.
4. All plot plans, maps, and improvement diagrams in this report are included to assist the reader in visualizing the property and are not necessarily drawn to scale.
5. Title to the subject is assumed marketable. The property is valued in fee simple unless otherwise noted, assuming competent ownership and management.
6. Unless otherwise stated in this report, the existence of hazardous material, or pollutants from any source whether man-made or from natural sources, including, but not limited to radio-active, toxic or explosive, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on, in, or adjacent to the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value, and if re-appraised, additional cost will be necessary to estimate the effects of such an impact.
7. The use of this report is subject to the requirements of the Appraisal Institute, American Society of Farm Managers and Rural Appraisers, and the International Right of Way Association relating to review by its duly authorized representatives.
8. No consideration has been given in this appraisal to personal property located on the premises or any consideration given to the cost of relocating any property personal or real from the subject.

9. Any distribution of total value between land and improvements applies under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal, and are invalid if so used.
10. That no opinion is expressed to any subsurface oil, gas or mineral rights. It is assumed that there are no adverse subsurface conditions, particularly those related to soil bearing capacity.
11. The appraiser reserves the right to make such adjustments to the concluded value reported, as may be required by consideration of additional data or more reliable data that may become available.
12. That all required licenses, permits, consents, or other legislative or administrative authority from any local, state, or national governmental, private entity, or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based or assumed.
13. That no engineering survey has been made by the appraiser. Except as specifically stated, data relative to size and area was taken from sources considered reliable and no encroachment of real property improvements is considered to exist. The appraiser has not been provided any survey.
14. The appraiser will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been made previously.
15. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
16. The liabilities of K. R. McBay Company and its staff or subcontractors for errors and omissions, if any, in this assignment, is limited to the amount of received compensation for the work performed in this assignment.
17. Acceptance of and/or use of this appraisal report constitutes acceptance of the general assumptions and general limiting conditions included within this report.
18. This appraisal report has been prepared for the use of the addressee only. No responsibility is assumed for its possession, use, or reliance upon factual data, or conclusions, contained herein by anyone other than the addressee. The report is intended solely for the purpose stated herein.
19. That any encroachment, if any, of subject improvements on adjacent property has no material affect on value of subject property.

20. No structural report was made available to the appraiser and it is therefore assumed the subject improvements are structurally sound and without structural damage.
21. That any projections presented in this Report, including, but not limited to, those involving income, expenses, capitalization rates and yield (discount) rates, are not predictions of the future. They are intended to represent typical projections made by investors and developers in the market place. The various underlying assumptions, taken in the aggregate, are believed to provide a reasonable basis for the forecast herein; however, the real estate market is constantly changing in response to economic conditions and, therefore, some assumptions may not materialize and unanticipated events and circumstances may occur. Consequently, the actual results during a projection period may vary from the forecast and the variation may be material. No warranty or representation is made, or implied, that the projections in the instant analysis will take place or that financing can be obtained at the appraised value.
22. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating value of the property.
23. The client has requested a **Summary Report**. It is a summary report in that the information considered is summarized to a greater extent than what would be described in a **Self-Contained Report**.
24. The liability to the client or client requirements such as any review is limited to 30 days after receipt. Any changes, corrections or revisions after 30-day period are subject to acceptance by K. R. McBay Company, and are subject to additional fees for extra services.

SPECIAL ASSUMPTIONS

See Individual Property Modules.

CERTIFICATION OF APPRAISER

The Appraiser hereby certifies:

1. That I have personally inspected the property herein appraised and that I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject properties and the comparable sales relied upon in making said appraisal are as represented in said appraisal.
2. That to the best of my knowledge and belief the statements contained in the appraisal report are true and correct and the information upon which the opinions expressed therein are based is correct; subject to the limiting conditions therein set forth.
3. That I understand that such appraisal may be used in connection with the acquisition of easements to be acquired. That such appraisal has been made in conformity with the appropriate State laws, regulations, and policies and procedures applicable to appraisal for such purposes; and that to the best of my knowledge no portion of the value assigned to such properties consists of items, which are non-compensable under the established law of the State of California.
4. That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein. My compensation is not contingent upon the 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.
5. That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the acquiring agency and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
6. That the owner, or the owner's designated representative, has been given an opportunity to accompany the appraiser during the inspection of the property.
7. That 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.
8. That I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
9. The undersigned is the responsible appraiser. I conducted the inspection and general research. The conclusions herein are those of the appraiser.

10. That any decrease or increase in the Fair Market Value of real property prior to the date of valuation caused by the public project or improvements for which such property is acquired, or by the likelihood that the property would be acquired for such project or improvement, other than that due to physical deterioration within the reasonable control of the owner, has been disregarded in appraising the parcels.
11. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are the Appraiser's own personal, impartial, unbiased professional analyses, opinions, and conclusions.
12. The value conclusions, as well as other opinions expressed herein, are not based on a requested minimum value, a specific value or approval of a loan.
13. The analyses, opinions, and conclusions were developed, and this report, to the best of my knowledge, has been prepared in conformity with the requirements of the 2006 edition of the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics, and the Standards of Professional Appraisal Practice of the Appraisal Institute.
14. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
15. The under signed Appraiser is competent to perform this appraisal assignment.
16. That opinions of Fair Market Value for the acquisition of the parcels as of the date of valuation are set forth in the Valuation Section of this report and are based upon independent appraisal and the exercise of professional judgment.
17. Mr. McBay is a Certified General Appraiser. Mr. McBay and Mr. Clark are licensed by the State of California, Office of Real Estate Appraisers. As of the date of this report, Kenneth R. McBay, MAI, has completed the continuing education program of the Appraisal Institute, American Society of Farm Managers and Rural Appraisers, and the International Right of Way Association.
18. The undersigned Appraiser hereby certifies that in his opinion the Fair Market Value of the property rights appraised as described in this report are shown in the Valuation Section of this report and that this opinion and conclusion were made subject to the assumptions and limiting conditions in this report and without collusion, coercion or direction from anyone as to value.

Kenneth R. McBay, MAI, ARA, SR/WA
General Certified AG008218

PART II
FACTUAL AND DESCRIPTIVE DATA SECTION

SCOPE OF THE APPRAISAL

To appraise this property, the Cost, Income, and Direct Sales Comparison Approaches to value were considered. Because the type of property being valued is vacant land only the Direct Sales Comparison Approach is used.

The scope of the appraisal included:

- A physical inspection of the acquisition areas.
- Documentation of current vacant land market data including review of sales and current market listings. The market data contained in this report was obtained from a variety of sources and has been used to document the valuation conclusions. Those sources included discussions with real estate brokers familiar with the project area, and search of the MLS which included the Placerville area.
- Discussions with City of Placerville and El Dorado County Planning Department staff.
- Discussions with City of Placerville Building Department staff.
- Discussions with City of Placerville Public Works Department staff.
- Analysis of the data obtained and correlation of the findings into Final Value Estimates.
- The appraiser received professional assistance from Mr. Donald D. Clark, a Certified General Appraiser, #AG030827 in the completion of the appraisal assignment. The assistance consisted of inspection, research, and analysis of the subject property, regional and local data, and comparable data, and assistance in writing the appraisal report.

OWNER CONTACTS

As required by California Government Code Section 7267.1(b), and Subsection 301(2) of P.L. 91-646, of the Federal U.R.A.R.P.A. Policies Act of 1970, the property owners or their designated representatives were given the opportunity to accompany the appraiser during the inspection of the property.

PROPERTY RIGHTS APPRAISED

The City of Placerville Public Works Department proposes to acquire road right of way, slope easements, and temporary construction easement rights for to replace the existing one-lane Blairs Lane bridge with a two-lane bridge along with all roadway approach work as required.

DEFINITION OF VALUE

Market Value as defined in Section 1263.320 of the California Code of Civil Procedures is:

“(A) The Fair Market Value of the property taken is the highest price on the date of valuation that would be agreed to by a seller being willing to sell, but under no particular or urgent necessity for so doing, nor obliged to sell; and a buyer being ready, willing and able to buy, but not under any particular necessity for so doing, each dealing with the other with full knowledge of all uses and purposes for which that property is reasonably adaptable and available.”

“(B) The fair-market value of property taken for which there is no relevant comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.”

Just Compensation is the Fair Market Value of the property rights to be taken and the severance damages, if any, after deduction of any benefits to the remaining property.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to determine the Fair Market Value of the public acquisition required. Damages, as a result of the acquisition or construction of the improvements in the manner proposed, were considered and analyzed as well as benefits.

INTENDED USE OF THE APPRAISAL

The intended use of the appraisal and report is to provide the City of Placerville with a basis for determining the amount of Just Compensation payable to and to be offered to the property owners for the proposed easement acquisitions.

DATE OF VALUE

See Individual Property Modules.

REGIONAL PROFILE

The subject is a portion of those properties affected by the social, economic and environmental influences of the Sacramento-Arden-Arcade-Roseville Metropolitan Statistical Area (SMSA), an area comprised of Sacramento, Placer, and El Dorado Counties.

The project area is located along Blairs Lane on the south side of Broadway in the eastern part of the City of Placerville. Placerville is located approximately 50 miles east of the City of Sacramento. The City of Sacramento is the state capital of California and the county seat of Sacramento County. Sacramento is located 85 miles east of San Francisco, 385 miles north of Los Angeles, and 95 miles west of Lake Tahoe.

Location and Area

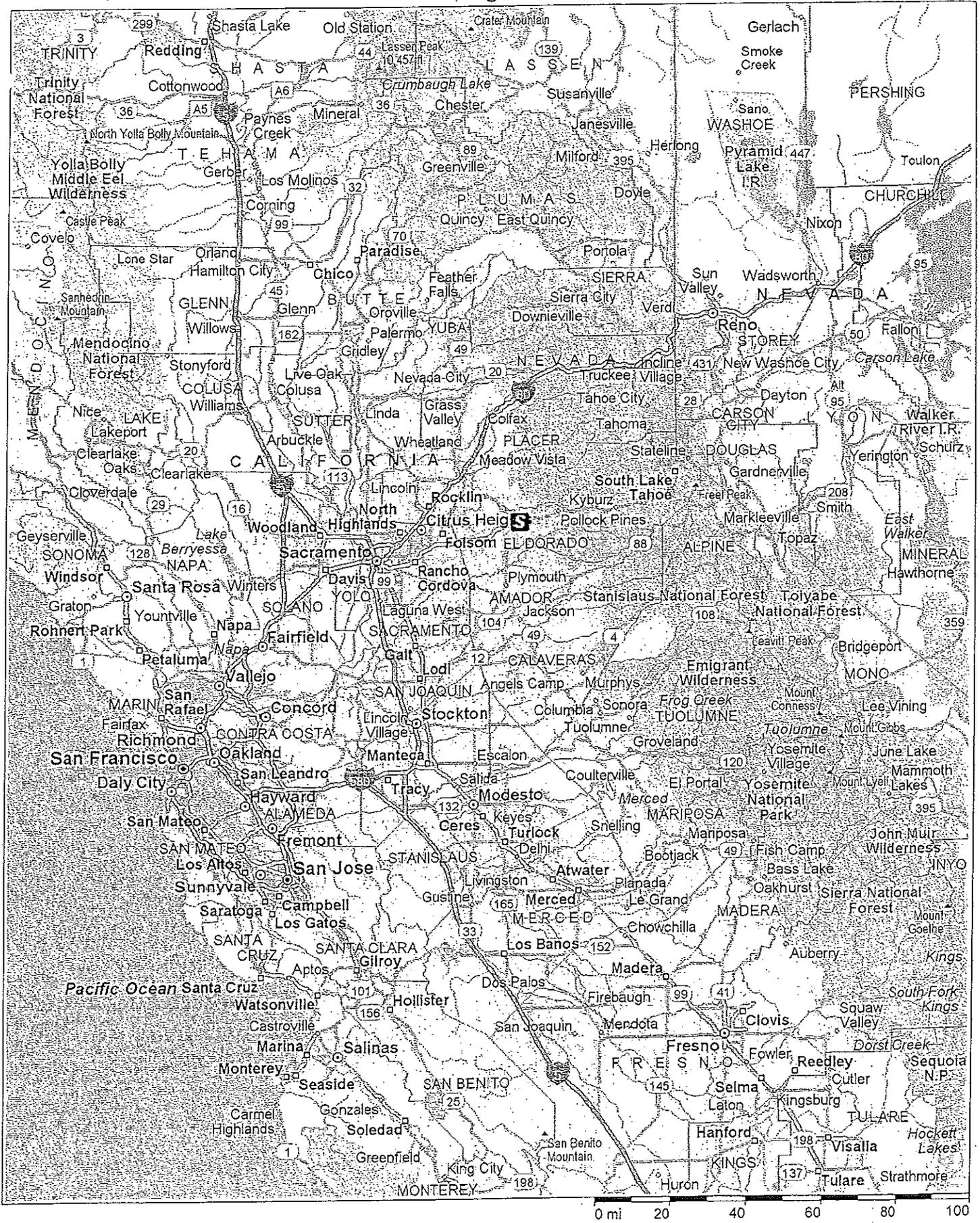
The Sacramento-Arden-Arcade-Roseville Metropolitan Statistical Area (includes Sacramento, Placer, and El Dorado Counties) had a population in January 2007 of 1,909,973. The following table shows the 2000 - 2007 growth trends for El Dorado County.

GROWTH TRENDS 2000-2007 EL DORADO COUNTY

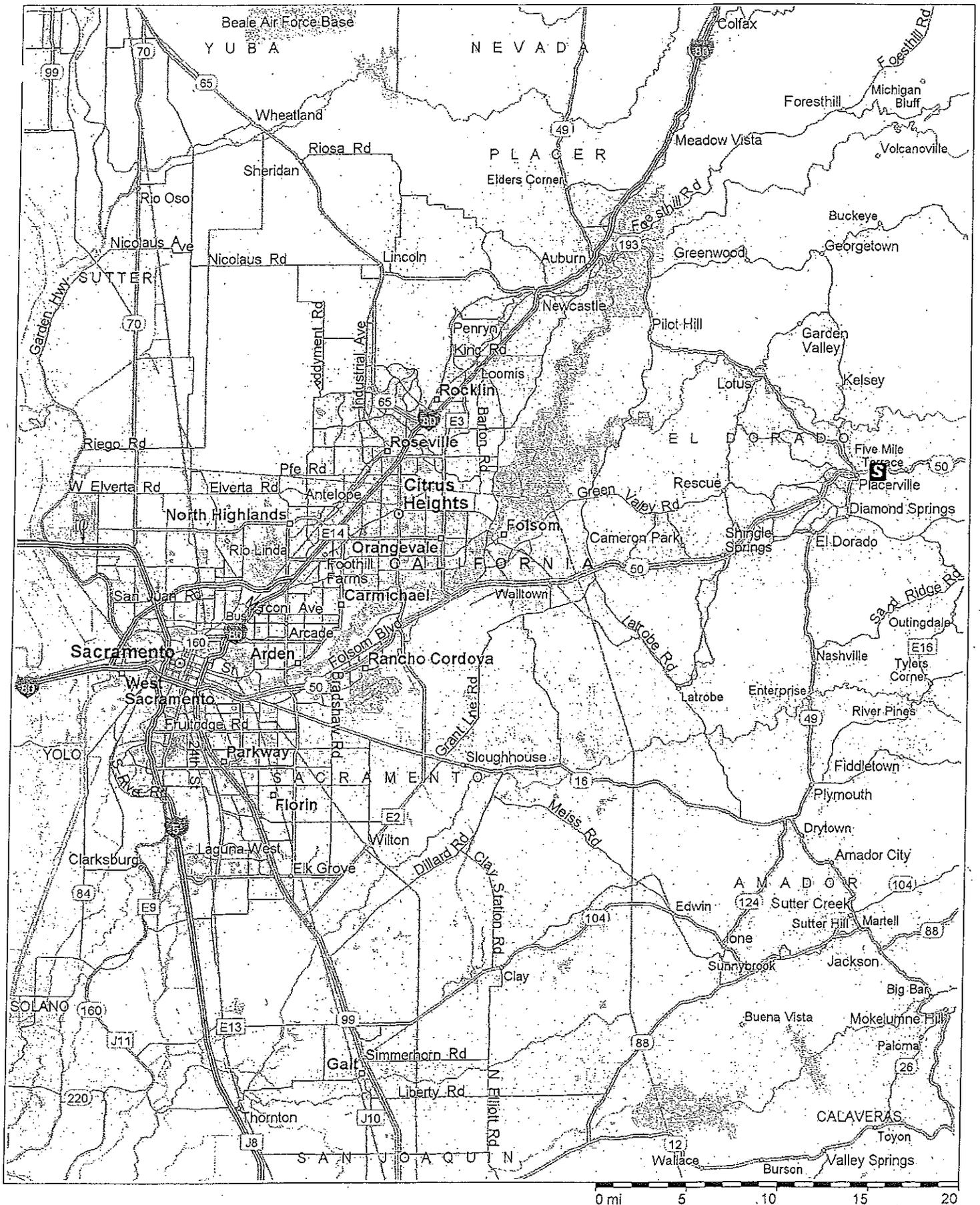
El Dorado County	4/1/2000	1/1/2001	1/1/2002	1/1/2003	1/1/2004	1/1/2005	1/1/2006	1/1/2007
Placerville	9,610	9,957	10,265	10,293	10,273	10,239	10,197	10,237
South Lake Tahoe	23,609	23,979	24,015	24,027	23,918	23,799	23,652	23,704
Balance Of County	123,080	126,532	129,740	132,857	136,140	139,630	142,788	144,733
Incorporated	33,219	33,936	34,280	34,320	34,191	34,038	33,849	33,941
County Total	156,299	160,468	164,020	167,177	170,331	173,668	176,637	178,674

Source: State of California, Department of Finance

Region



Area



LABOR FORCE TRENDS AND EMPLOYMENT

The Sacramento Metropolitan Statistical Area's civilian labor force grew from 821,700 in 1997 to 1,060,700 in June 2007. Unemployment has remained relatively stable for the past ten years. The year 2003 represented the peak of unemployment for the ten-year period.

The unemployment rate in the Sacramento-Arden-Arcade-Roseville MSA was 5.2 percent in June 2007, up from 4.8 percent in May 2007, and above the year-ago estimate of 4.8 percent. This compares with an unadjusted unemployment rate of 5.2 percent for California and 4.7 percent for the nation during the same period. The unemployment rate was 4.8 percent in El Dorado County, 4.7 percent in Placer County, 5.3 percent in Sacramento County, and 5.2 percent in Yolo County.

Between June 2006 and June 2007, the total job count was up by 14,200, a 1.6 percent increase.

- Public service industries posted the highest job gains, with state payrolls accounting for over half of the total gain of 7,400 government jobs. Local education gained 1,500 jobs and private education added 500.
- Professional and business services reported 1,800 additional jobs, with 1,000 jobs coming from the scientific and technical sectors. Health care added 2,100 positions, retail trade expanded by 1,000 jobs and leisure and hospitality jobs rose by 700. Gains were also evident in farm, transportation, manufacturing and other services.
- The housing slowdown became more apparent with construction falling by 1,700 jobs and financial activities losing 900 positions due to real estate cuts.

SACRAMENTO-ARDEN-ARCADE-ROSEVILLE MSA CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT							
	1997	1999	2001	2003	2005	2006	Jun-07
Civilian Labor Force	821,700	872,200	936,200	992,000	1,024,200	1,039,800	1,060,700
Civilian Employment	776,400	836,500	894,200	934,600	974,100	991,300	1,005,900
Civilian Unemployment	45,300	35,700	42,000	57,400	50,100	48,500	54,800
Civilian Unemploy. Rate	5.5%	4.1%	4.5%	5.8%	4.9%	4.7%	5.2%

Source: State of California, Department of Employment Development (data as of Jan. 8, 2007)

The table below indicates a broadly diversified economic base for the Sacramento MSA.

LABOR FORCE AND INDUSTRY EMPLOYMENT							
EMPLOYMENT BY MAJOR INDUSTRY							
INDUSTRY	1997	1999	2001	2003	2005	2006	Jun-07
Total, All Industries	710,900	779,300	827,000	853,500	888,300	908,000	930,100
Total Farm	9,000	8,800	8,100	7,500	7,400	7,600	9,700
Total Nonfarm	702,000	770,500	818,900	846,000	880,900	900,300	920,400
Total Private	507,500	564,400	600,800	619,900	656,900	672,000	682,200
Goods Producing	86,400	100,900	110,200	113,400	122,900	121,000	121,200
Natural Res. & Mining	700	800	900	700	700	800	800
Construction	36,400	48,100	59,500	66,500	73,400	71,000	71,000
Manufacturing	49,300	52,000	49,800	46,300	48,800	49,200	49,400
Service Providing	615,600	669,600	708,700	732,600	758,000	779,400	799,200
Private Serv. Producing	421,200	463,500	490,600	506,500	533,900	551,000	561,000
Trade, Trans & Utilities	123,300	134,500	140,600	143,100	148,900	153,200	155,300
Wholesale Trade	22,900	24,500	25,800	26,300	26,900	28,600	29,500
Retail Trade	79,800	87,200	91,600	94,900	98,700	100,600	101,400
Trans, Wrhsing & Util	20,600	22,800	23,300	21,900	23,400	23,900	24,400
Information	17,400	18,700	22,300	21,900	19,900	19,900	20,100
Financial Activities	46,400	53,300	52,500	59,400	63,500	65,300	64,500
R.E. & Rental & Leas	12,300	13,500	13,700	14,600	16,400	16,900	16,300
Prof & Bus Services	81,800	97,400	99,300	95,800	102,800	106,300	109,200
Educ. & Health Svcs	64,300	67,000	75,900	81,000	88,200	92,000	94,600
Leisure & Hospitality	64,500	66,500	72,200	77,300	82,100	85,700	87,600
Other Services	23,500	26,100	27,700	28,000	28,500	28,700	29,700
Govt.	194,500	206,100	218,100	226,200	224,000	228,400	238,200
Federal Govt.	20,800	17,200	12,800	12,900	12,800	12,600	12,800
State & Local Govt.	173,700	189,000	205,300	213,300	211,300	215,800	225,400

Source: State of California, Department of Employment Development

The following table lists the region's major non-government employers:

Sacramento Region Top Employers

1	University of California at Davis
2	Hewlett Packard
3	Raley's
4	UC Davis Health System
5	Intel
6	Sutter Health
7	CHW/Mercy Healthcare
8	AT&T
9	Bank of America
10	Target Department Store
11	Wells Fargo
12	Cache Creek Casino Resort
13	California State University
14	Sacramento Municipal Utility District
15	Health Net
16	Kaiser Permanente
17	Blue Shield Of California
18	EDS Data Processing Services
19	Vision Service Plan
20	Aerojet Propulsion

Conclusion

The subject is within the influence of the Sacramento region, which is experiencing net increases in jobs and population. The unemployment rate has been relatively stable over recent years. The unemployment rate in the Sacramento-Arden-Arcade-Roseville MSA was 5.2 percent in June 2007, up from 4.8 percent in May 2007, and above the year-ago estimate of 4.8 percent. This compares with an unadjusted unemployment rate of 5.2 percent for California and 4.7 percent for the nation during the same period. The unemployment rate was 4.8 percent in El Dorado County, 4.7 percent in Placer County, and 5.3 percent in Sacramento County.

NEIGHBORHOOD PROFILE

Area

The subject is located in the City of Placerville, in the west central portion of El Dorado County. Placerville is located in the foothills of the Sierra Nevada, and is part of the historical region of the 1849 California Gold Rush. The area is generally situated between the greater Sacramento area to the west, Placer County to the north, Amador County to the south, and the western slope of the Sierra Nevada to the east. Lake Tahoe with its skiing, entertainment, and tourism is located approximately 60 miles to the east.

Placerville is a tourist destination with historical mining sites, bed & breakfast inns, quaint downtown shopping area, nearby vineyards, wineries, apple orchards, and Christmas tree farms. The subject's immediate neighborhood is primarily a commercial corridor along Broadway in proximity to Highway 50, with mixed-use retail, highway commercial, office, and industrial properties with mixed residential properties primarily on side streets.

Transportation

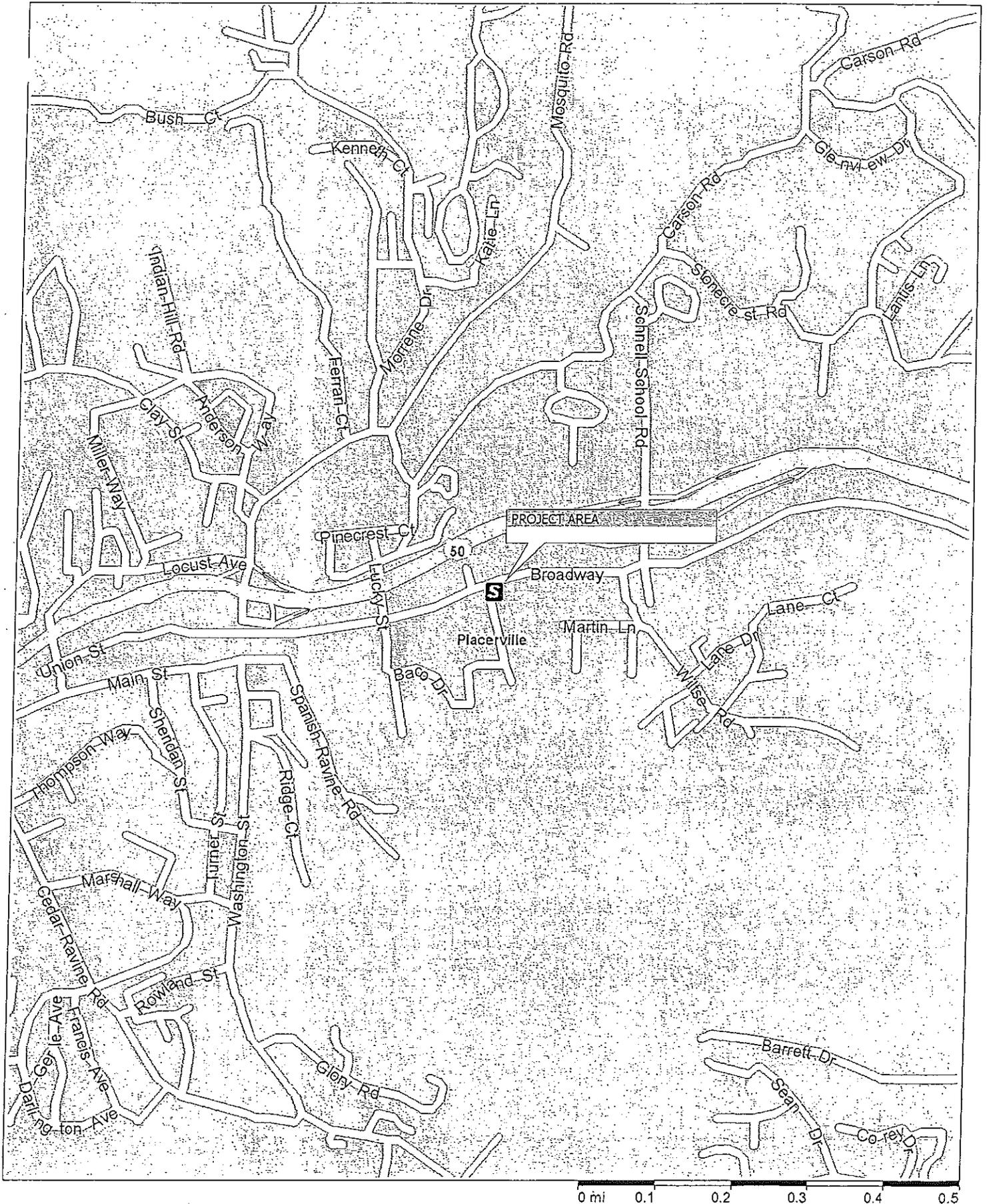
Highway 50 is the primary east-west traffic arterial through the City of Placerville. It is a four-lane freeway (west of Placerville) connecting Sacramento to the west and South Lake Tahoe to the east. Access to Highway 50 is a significant factor for most properties located in El Dorado County. Historic Highway 49 runs north-south through downtown Placerville and provides access to California's historic gold rush country.

Highway 50 and the many secondary roads and streets generally provide good linkage for commuters and commercial transportation to the Greater Sacramento Area and the state. International scheduled airline service is available at Sacramento Metropolitan Airport to the northwest of Sacramento. A deep-water port is located in West Sacramento approximately 50 miles west of the project area.

Composition/Uses and Trends

Placerville is an incorporated city of just over 10,000 population, and has typical small city amenities. It is a tourist destination with historical mining sites, bed & breakfast inns, quaint downtown shopping area, with nearby vineyards, wineries, apple orchards, and Christmas tree farms. The city serves as an economic center for primarily rural El Dorado County. Area residents are typically employed locally in Placerville and surrounding areas, or commute to the Sacramento metropolitan area, approximately 45 miles to the west. Property values in El Dorado County have trended upward strongly in recent years. As residential development has trended upward, appropriate supporting commercial development has followed.

Neighborhood



0 mi 0.1 0.2 0.3 0.4 0.5

Public Services and Utilities

Pacific Gas and Electric Company provides electric service. Public potable water is available in most areas by El Dorado Irrigation District. El Dorado County provides fire protection and police services. Major medical services are available in close proximity in Placerville and throughout the Greater Sacramento Area.

Local elementary, middle school, and high schools serve the immediate area. Various 2-year community colleges are located in the Greater Sacramento area to the west of the subject neighborhood. Los Rios Community College District operates a satellite campus in Placerville. Other higher education facilities, including California State University, Sacramento and the University of California at Davis, are located in the greater Sacramento area.

Conclusion

The economic future of the Greater Sacramento area and El Dorado County appears strong. The project area is in a primarily commercial business district in the east part of Placerville. With the recent growth in most areas of the Greater Sacramento Area, including substantial growth in nearby portions of El Dorado County, the subject's area has experienced and is expected to continue to experience good demand.

MARKET TRENDS

Specific data regarding commercial market trends for the City of Placerville was not available. The Sacramento Business Journal, June 20, 2007, reported that a general shortage of retail space exists in the outlying areas near Placerville and El Dorado County in general. The article indicates that the Missouri Flat corridor needs more regional and community-serving retail space to help reduce the unincorporated county's retail sales leakage, with many consumers driving to areas closer to the Sacramento area. The report cites an additional report by Economic & Planning Systems Inc. that estimates that the communities surrounding the Missouri Flat corridor and stretching as far as Cameron Park could support an additional 754,000 square feet of regional retail space.

The subject is a portion of those properties affected by the social, economic and environmental influences of the Sacramento-Arden-Arcade-Roseville Metropolitan Statistical Area (SMSA). The information below is taken from Colliers International Sacramento Economic Overview, February 2007.

Sacramento continues to lead most major California markets in terms of growth and a number of other economic indicators. Over the past decade, the Sacramento region has boasted the strongest economy of any major metropolitan area in the state and has consistently led most major California markets in terms of economic growth. The Sacramento region has experienced incredible growth in recent years and all economic indicators point to this continuing in the future. Sacramento has emerged in the past decade as one of the fastest growing major metropolitan areas in California and one of the fastest growing cities in the nation. Sacramento is the state capital of California—the 6th largest economy in the world—and home to a diverse and expanding economy. Strong population and job growth over the past decade has fueled considerable residential, retail, office and industrial development in recent years. Growth has impacted all areas of the region, from the central business district to former bedroom communities.

According to the Census bureau, Sacramento suburb Elk Grove was the fastest growing city in the United States in 2005 while suburban Placer County was California's fastest growing county from 2000 to 2005 and ranked as the 34th fastest growing in the United States. As California's state capital, government has always played a significant role in the stability of the local economy and continues to do so. Despite the rapid growth of the past decade, Sacramento is showing none of the signs of boom and bust economies. Most importantly, the underlying economic fundamentals that spurred growth remain in place and are actually expected to strengthen in the coming years. Steps taken to correct the State budget crisis of 2004/2005 have had a positive impact, and continued recovery in the government sector is expected to continue to spur job creation through 2007. It is believed that gains in this and other sectors of the economy will largely negate the impact of job losses in construction that have come about as a result of the correction in the housing market.

As the correction works its way through the local housing market, it is expected that Sacramento's home prices will regain the competitive advantage over neighboring higher-priced Bay Area markets that have historically played such a role. The Sacramento economy continues to be one of the strongest in the state in terms of growth and overall health. From 2001 to 2006, Gross Metro Product increased by 26.5% in the Sacramento region, leading all other markets in a survey of GMP growth. The region's gross metro product approached \$84 billion in 2006. Most analysts believe that the residential market will bottom out by the end of 2007 and begin to rebound in 2008. Despite this, Sacramento is forecast to record job growth of at least 1.4% in 2007, thanks largely to the impact of the government sector.

Going forward the Sacramento region is forecast for annual population growth in the 1.2% to 1.6% range, levels significantly above most other California markets. By 2010, the Sacramento region's population is forecast to reach approximately 2.2 million people. And while the current slowdown in Sacramento's residential housing market has other economic implications, the current market correction may boost future growth numbers.

Overall market indicators are positive for the future of the region.

PART III
ANALYSIS AND CONCLUSIONS

HIGHEST AND BEST USE

The Appraisal Institute defines Highest and Best Use as follows:

"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and results in the highest value."

In estimating highest and best use, there are essentially four stages of analysis:

1. **Permissible Use (Legal)**: What uses are permitted by zoning and deed restrictions?
2. **Physical Possibility**: What uses are physically possible?
3. **Financial Feasibility**: Which possible and permissible uses will produce a net return?
4. **Maximum Profitability**: Among the feasible uses, which will produce the highest net return or the highest present worth?

The criteria are to be applied to the improved and to the vacant property. In estimating a highest and best use, the site is analyzed:

1. As if vacant and available for development, and
2. As is presently improved.

Specific conclusions of the highest and best use for each subject parcel is provided in the Individual Property Modules.

THE APPRAISAL PROCESS

The appraisal process is the orderly program in which the data used to estimate the value of the subject property are acquired, classified, analyzed, and presented. The first step is defining the appraisal problem - i.e., identification of the real estate, the effective date of the value estimate, the property rights being appraised, and the type of value sought. Once this has been accomplished, the appraiser collects and analyzes the data that affects the market value of the subject property. These include area and neighborhood analysis, site and improvement analysis, highest and best use analysis, and the application of the three approaches to estimating the property value: the Direct Sales Comparison Approach (also known as the Market Data Approach), the Cost Approach, and the Income Approach.

The Direct Sales Comparison Approach is used to estimate the value of the land as if vacant and/or the whole property as improved. The appraiser gathers data on sales of comparable properties and analyzes the nature and condition of each sale, making logical adjustments for dissimilar characteristics. Typically, a common denominator is found. For land value, this is usually either a price per square foot or price per acre. For improved properties, the common denominator may be price per square foot, price per unit, or a gross rent multiplier. The Direct Sales Approach gives a good indication of value when sales of similar properties are available.

A second approach available to the appraiser is the Cost Approach to value. Accrued depreciation is deducted from the cost new of the improvements, and this added to the land value. The resultant figure indicates the value of the whole property. Generally, the land value is obtained through the Direct Sales Comparison Approach. Replacement cost new of the improvements is estimated on the basis of current prices for the component parts of the building less depreciation, which is computed after analyzing the disadvantages or deficiencies of the existing building as compared to a new building.

The Income Approach is predicated on the assumption that there is a definite relationship between the amount of income a property will earn and its value. This approach is based on the principle that value is created by the expectation of benefits derived in the future. The anticipated annual net income of the subject property is processed to produce an indication of value. Net income is the income generated before payment of any debt service. The process of converting into value is called capitalization, which involves dividing the net income by a capitalization rate. Factors such as risk, time, interest on the capital investment, and recapture of the depreciating asset are considered in this rate. The appropriateness of this rate is critical, and there are a number of techniques by which it may be developed.

A final step in the appraisal process is the reconciliation or correlation of the value indications. The appraiser considers the relative applicability of each of the three approaches used, examines the range between the value indications, and places major emphasis on the approach that appears to produce the most reliable solution to the specific appraisal problem. The purpose of the appraisal; the type of property, and the adequacy and reliability of the data are analyzed; these considerations influence the weight given to each of the approaches to value.

In the analysis most of the information pertaining to the market value of the subject must be derived from the market place since the appraiser anticipates the actions of buyers and sellers in the market. The nature of most right-of-way valuations concerns land or easements, and the Direct Sales Comparison Approach is generally the only appropriate valuation approach. It is used where adequate sales are available. This will be the only approach used in this appraisal because only vacant land is required by the proposed project.

Valuation Factors

Land or site valuation is determined via the Sales Comparison Approach, which involves the comparison of sales of properties similar to the subject to provide a basis for estimating its value. Elements of comparison are the characteristics of properties and transactions that cause prices paid for real estate to vary. Differences between the comparable and the subject that could affect their values are considered. The result of this process is to establish a reasonable approximation of the value of the subject as of the date of appraisal, based on the similarities or dissimilarities of the comparables to the subject.

Generally, there are certain common elements of comparison that are usually considered in the sales comparison analysis. These are real property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, date of sale (market conditions), location, physical characteristics, economic characteristics, use/zoning, and non-realty components of the sale. A range of values of the subject is usually found in this analysis. The appraiser must correlate the range into a final indicated value by selectively rating the comparables as to their overall comparative values.

APPRAISALS OF RIGHTS-OF-WAY AND EASEMENTS

The goal of this report is to estimate the market value for both the physical taking of private property, and/or the acquisition of an easement for public use as required under Federal and State laws. The usual measure of this is the Fair Market value, which has previously been provided and defined in this report. Various courts follow a detailed procedure which requires a valuation of the part taken plus any damage to the severed remainder area. Generally, the steps to be taken when valuing a physical taking are stated in the California Department of Transportation form RW 7-12 - Summary of Severance Damages and Benefits. The value of the net damages or net benefits, if any, is added to the value of the part taken, to arrive at the total estimated market value. This figure cannot be less than the value of the part taken.

California Department of Transportation Summary of Severance Damages and Benefits

A.	<u>Value of the whole before acquisition:</u>		\$ _____
	Land	\$ _____	
	Improvements	\$ _____	
B.	<u>Value of the part acquired as part of the whole:</u>		\$ _____
	Land	\$ _____	
	Improvements	\$ _____	
C.	<u>Value of the remainder as part of the whole:</u>	(Line A less Line B)	\$ _____
	Land	\$ _____	
	Improvements	\$ _____	
D.	<u>Value of the remainder after the acquisition and before consideration of benefits:</u>		\$ _____
	Land	\$ _____	
	Improvements	\$ _____	
E.	<u>Severance Damages:</u>	(Line C less Line D)	\$ _____
	Land	\$ _____	
	Improvements	\$ _____	
F.	<u>Value of the remainder after the acquisition and after consideration of benefits:</u>		\$ _____
	Land	\$ _____	
	Improvements	\$ _____	
G.	<u>Benefits:</u>	(Line F less Line D)	\$ _____
	Land	\$ _____	
	Improvements	\$ _____	
Net Damages or Net Benefits			(difference between Lines E & G) \$ _____

Larger/Remainder Parcel

The property is appraised in the "before" condition, that is, before the taking of the property which constitutes the larger parcel. The appraiser applies three criteria: unity of ownership, unity of use, and contiguity. The larger parcel must be in one ownership and one use, and generally must be one contiguous property. Where only a portion of the larger parcel is acquired, rather than the entire property, it is known as a "partial taking". If the owner retains any part of his original property, after the acquisition by the agency, the taking can be classified as a partial taking. The portion retained by the owner is known as the "remainder" parcel.

Severance Damage

This is the reduction in market value of the remainder parcel resulting from the partial taking and construction of proposed improvements. The measure of severance damage is the difference between:

1. The market value of the remainder parcel considered as a part of the larger parcel.
2. Its market value as an independent remainder parcel, after the taking, and construction of improvements.

Cost-to-Cure

When a property has been affected by a damage element, which can be physically corrected, a method described as Cost-to-Cure is applied. The cost to cure the deficiency method is used when the estimated cost is less than paying damages, to the remainder property.

Valuation of Easements

Valuation of an easement is usually based upon a percentage of the value of the underlying fee value. Acquisition of an easement can be tantamount to a taking of a fee interest and representing 100 percent of the fee value. In contrast, an easement value may be so trivial as to constitute no more than 10 percent of the value of the fee. Appraisal of the easement is usually a two-step process:

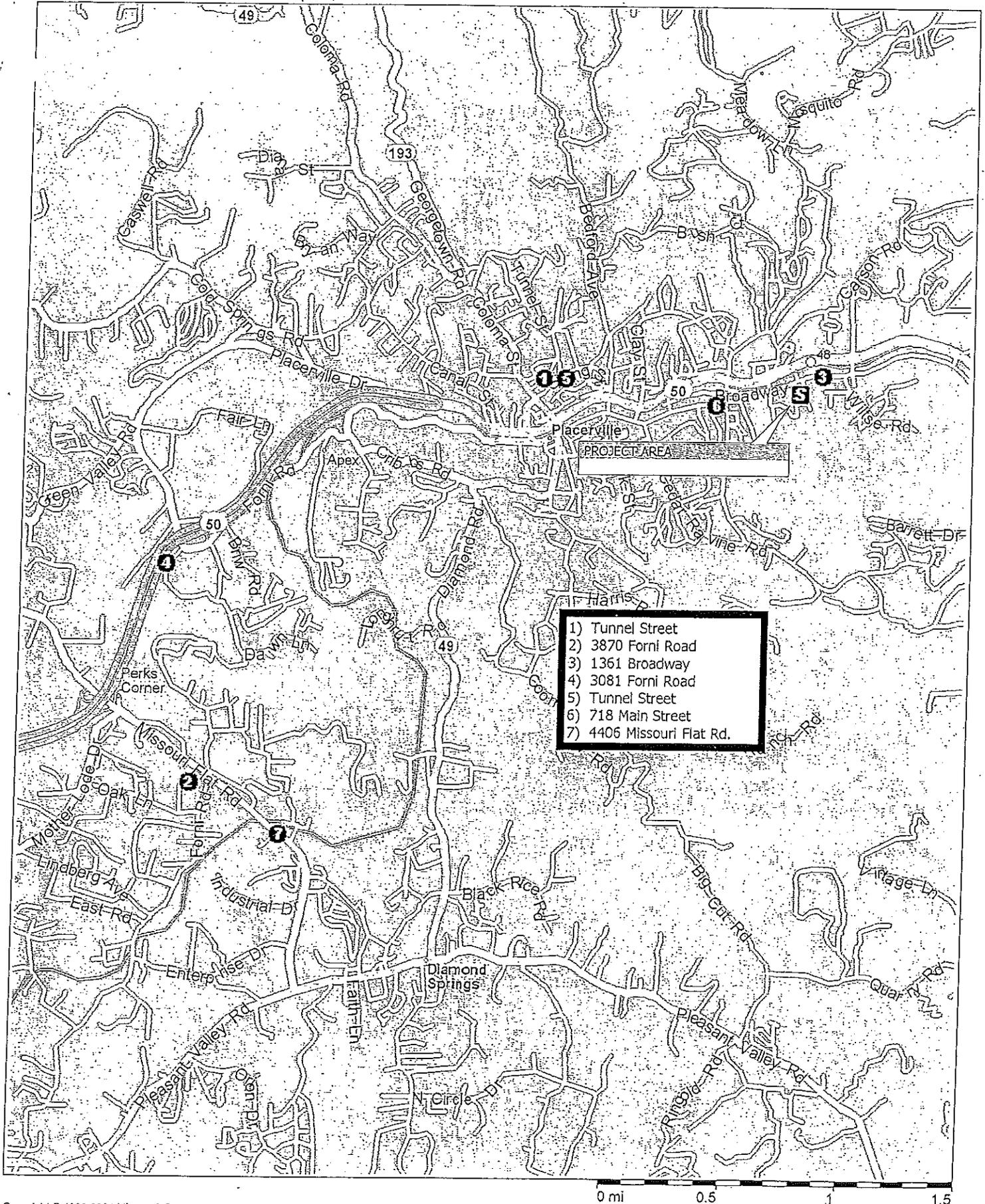
1. Analysis of the language in the document covering acquisition of the easement to determine specifically what rights of use are to be acquired.
2. Estimation of the percentage of total fee value that is represented by the easement rights. In the first step, the appraiser reviews the easement language and proposed construction plans, if any. Factors analyzed include purpose of the easement, length of time of use, construction proposed, rights or re-entry for maintenance and other purposes, and location and the physical limits of the easement area. Based on this analysis, the appraiser makes an estimate of the portion of the fee value being acquired. In making this estimate, total property rights are allocated to two segments; the property owner's and easement holder's property rights. The two combined property rights represent the total fee value.

COMPARABLE SALES SECTION

Research of recent land sales in the area of the subject revealed the following sales. They are considered the most relevant for comparison with the subject properties.

COMPARABLE SALES						
SALE #	LOCATION (Placerville)	SALE PRICE	SALE DATE	ACRES/SF	ZONE	S/SF
1	Tunnel Street APN 001-082-30	\$96,000	4/18/05	0.24 AC 10,454 SF	BP	\$9.18
2	3870 Forni Road APN 327-213-12	\$796,000	3/09/07	1.83 AC 79,715 SF	RIA (Comm)	\$9.99
3	1361 Broadway APN 002-261-11, 002-251-20	\$450,000	4/6/07	0.601 AC 26,180 SF	HWC	\$17.19
4	3081 Forni Road APN 325-310-52	\$1,500,000	Pending	2.39 AC 104,108 SF	HWC	\$14.41
5	Tunnel Street APN 001-082-30	\$125,000	Listing	0.24 AC 10,454 SF	BP	\$11.96
6	718 Main Street APN 004-042-31	\$215,000	Listing	0.199 AC 8,668 SF	C	\$24.80
7	4406 Missouri Flat Rd. APN 327-260-39	\$1,250,000	Listing	3.80 AC 165,528 SF	I (Comm)	\$7.55

Land Sales



- 1) Tunnel Street
- 2) 3870 Forni Road
- 3) 1361 Broadway
- 4) 3081 Forni Road
- 5) Tunnel Street
- 6) 718 Main Street
- 7) 4406 Missouri Flat Rd.



SALES DISCUSSION

Comparable Land Sale #1

This 0.24-acre property sold in April 2005 for \$96,000 or \$9.18 per square foot. The lot is located in the City of Placerville approximately 1 mile west of the subject project area. Zoning designation is BP (Business-Professional). This is a mixed residential and office area with several medical/dental offices and some county offices in the neighborhood. The property was a vacant lot at the time of inspection, and is currently being offered for sale at \$125,000 (see Sale #5). Financing was reported as cash to seller.

Comparable Land Sale #2

This 1.83-acre property sold in March 2007 for \$796,000 or \$9.99 per square foot. The lot is located approximately 3 miles southwest of the subject project area outside the Placerville city limits in El Dorado County jurisdiction. Zoning designation is R1A, however, underlying General Plan land use is Commercial and commercial development is anticipated for this property. The property is located in a growing retail area directly across from a Wal-Mart store, with a Walgreen's drug store reportedly planned for an adjacent lot. The property includes two residences that are considered teardowns for future commercial development. Financing was reported as conventional.

Comparable Land Sale #3

This 0.601-acre property consists of two lots that sold in April 2006 for \$450,000 or \$17.19 per square foot. The lots are located in the City of Placerville in close proximity, essentially across the street approximately one block from the subject properties. Zoning designation is Highway Commercial as are the subject parcels. The property has good freeway visibility. As of the date of inspection, a car wash had been constructed on the property. Financing was reported as cash to seller.

Comparable Land Sale (Pending) #4

This 2.39-acre property is currently under pending contract. The broker did not disclose the sale price; the listed price is \$1,500,000 or \$14.41 per square foot. The property is located approximately 2.5 miles west of the subject project area within the city limits of the City of Placerville near a freeway off-ramp and has potential freeway visibility. Zoning designation is Highway Commercial. This is a growing commercial area directly adjacent to a retail center with an OfficeMax Store, fast food restaurants, and a service station. The property includes an older single-family residence that is considered a teardown for future commercial development. No special financing incentives were offered.

Comparable Land Sale (Listing) #5

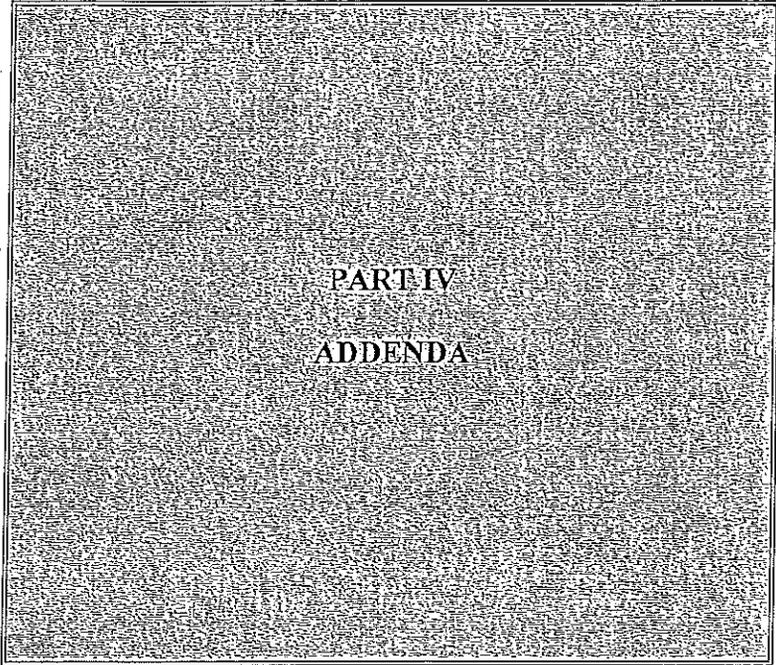
This is the same 0.24-acre property as Sale #1, now offered for sale for \$125,000 or \$11.96 per square foot. The lot is located in the City of Placerville approximately 1 mile west of the subject project area. Zoning designation is BP (Business-Professional). This is a mixed residential and office area with several medical/dental offices and some county offices in the neighborhood. The property was a vacant lot at the time of inspection.

Comparable Land Sale (Listing) #6

This 0.199-acre property is currently listed at \$215,000 or \$24.80 per square foot. The lot is located approximately ½-mile west of the subject project area in the central business district of the City of Placerville. Zoning designation is C, Commercial. This is a mixed commercial use area. The property has a sloping topography and was a vacant lot at the time of inspection. No special financing incentives are offered.

Comparable Land Sale (Listing) #7

This 3.8-acre property is currently listed at \$1,250,000 or \$7.55 per square foot. The lot is located approximately 3 miles southwest of the subject project area outside the Placerville city limits in El Dorado County jurisdiction. Zoning designation is I (Industrial), however, underlying General Plan land use is Commercial and commercial development is anticipated for this property. The property is located in a growing retail area in close proximity to a Wal-Mart store and across the street from a retail center. The property includes a single-family residence that is considered a teardown for future commercial development. No special financing incentives are offered.



PART IV
ADDENDA

COMPARABLE SALES SHEETS

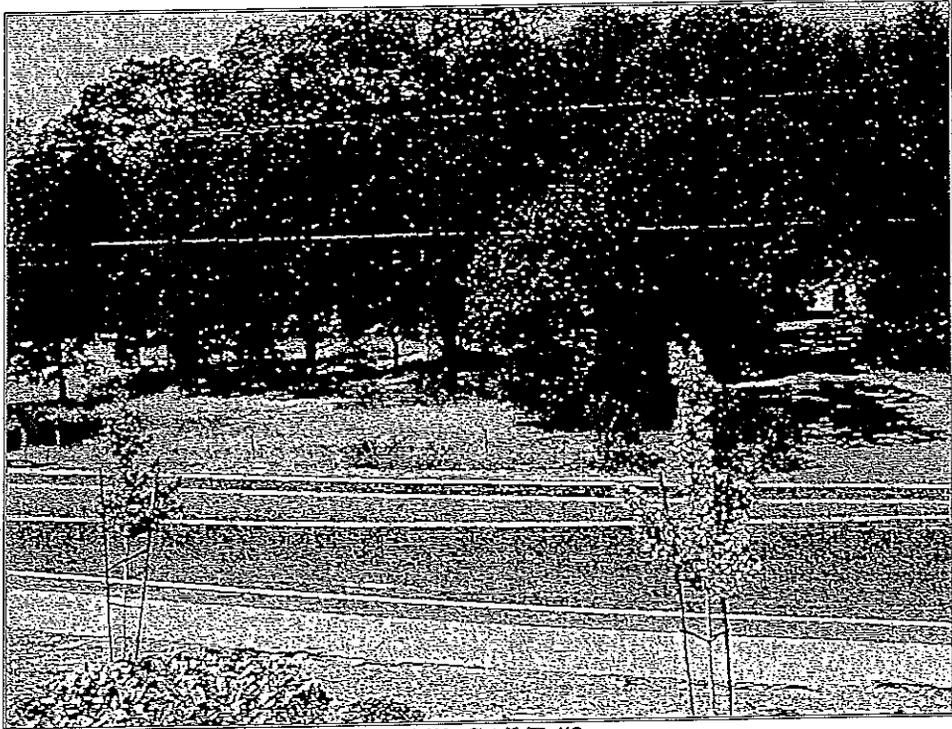


LAND SALE #1

LAND SALE #1

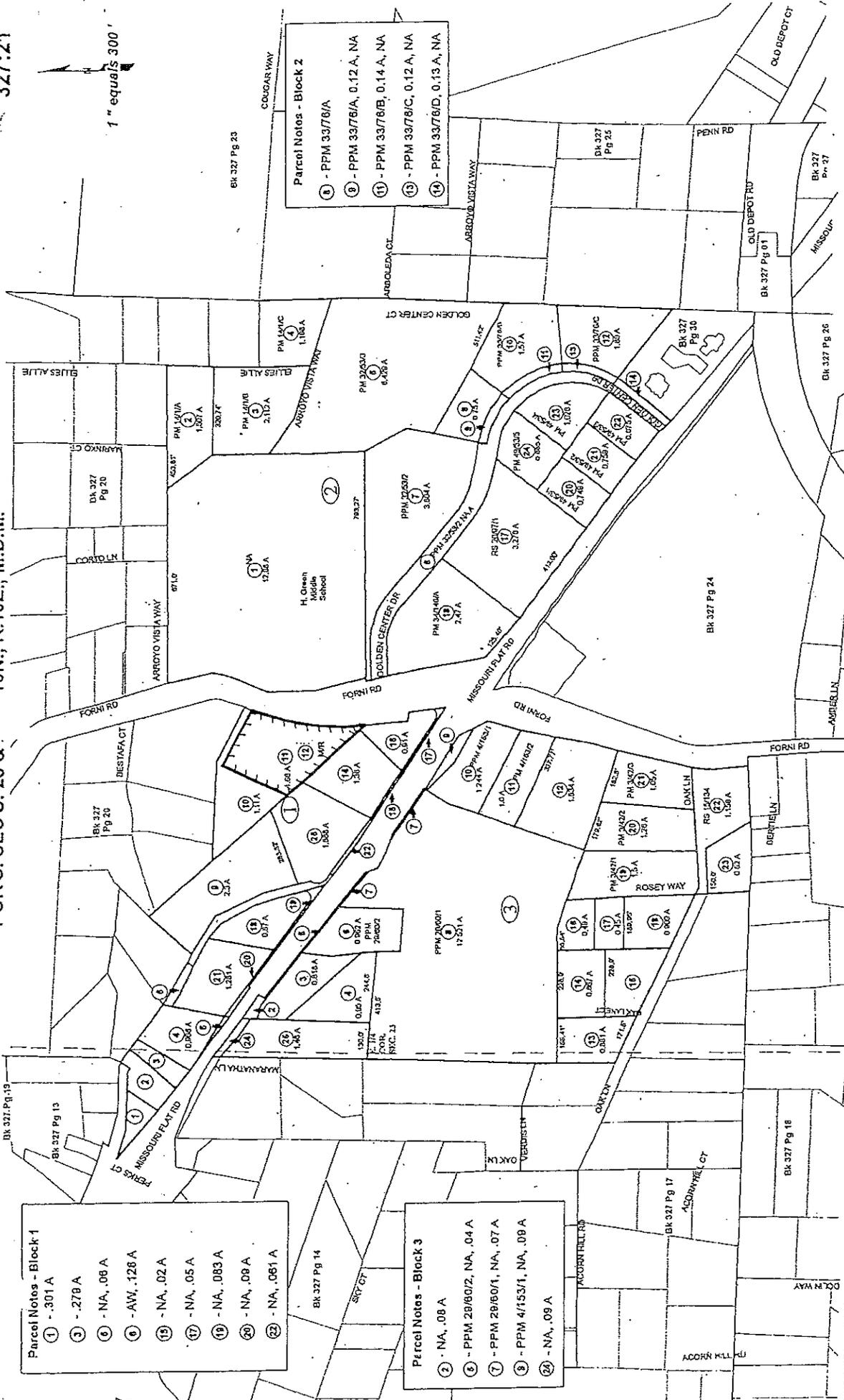
Type:	Commercial Land
Location/Address/City:	Tunnel Street, Placerville
Assessor's Parcel #:	001-082-30
Seller:	John J. & Marilyn Nyrhila
Buyer:	James P. Cordellos
Selling Date:	4/18/05
Topography:	Level Doc #: 41239
Highest and Best Use:	Commercial Record. Date: 5/19/2005
Site Utility:	Average Verif.: John Nyrhila, Broker (530) 626-3136; Public Records
Price:	\$96,000 Price/S.F.: \$9.18/SF
Conditions of Sale:	None
Terms:	Cash to seller
Site Area:	0.24 AC, 10,454 SF
Zoning:	BP, Business Professional (City of Placerville)
Access:	Average
Off-sites:	Paved public street
Utilities:	All to site
Improvements when sold:	Vacant lot
Present Use:	Vacant lot

Comments: This 0.24-acre property sold in April 2005 for \$96,000 or \$9.18 per square foot. The lot is located approximately 1 mile west of the subject project area in the City of Placerville. Zoning designation is BP (Business-Professional). This is a mixed residential and office area with several medical/dental offices and some county offices in the neighborhood. The property was a vacant lot at the time of inspection, and is currently being offered for sale at \$125,000 (see Sale #5). Financing was reported as cash to seller.



LAND SALE #2

1" equals 300'



Parcel Notes - Block 1

- 1 - .301 A
- 2 - .278 A
- 3 - NA, .08 A
- 4 - AW, .128 A
- 5 - NA, .02 A
- 6 - NA, .05 A
- 7 - NA, .083 A
- 8 - NA, .08 A
- 9 - NA, .061 A

Parcel Notes - Block 3

- 10 - NA, .08 A
- 11 - PPM 29/80/2, NA, .04 A
- 12 - PPM 29/80/1, NA, .07 A
- 13 - PPM 4/153/1, NA, .09 A
- 14 - NA, .09 A

Parcel Notes - Block 2

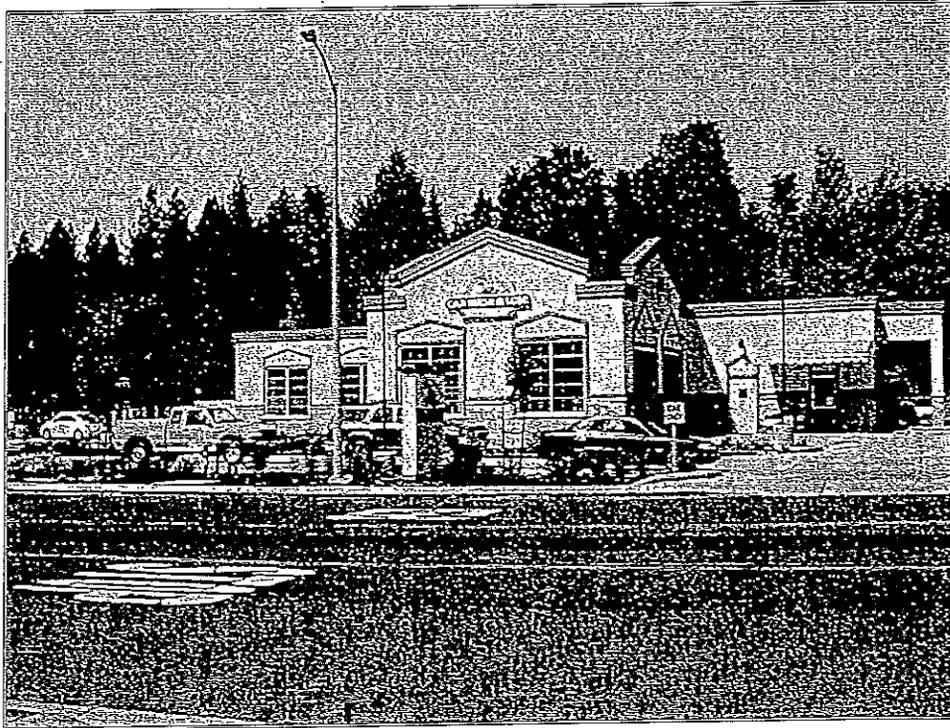
- 15 - PPM 33/78/A
- 16 - PPM 33/78/A, 0.12 A, NA
- 17 - PPM 33/78/B, 0.14 A, NA
- 18 - PPM 33/78/C, 0.12 A, NA
- 19 - PPM 33/78/D, 0.13 A, NA

MAP IS NOT A GUARANTEE. It is prepared by the El Dorado Co. Assessor's Office for assessment purposes only. Area calculations are based on the best available information. Users should verify these calculations and acreages.

LAND SALE #2

Type: Commercial Land
Location/Address/City: 3870 Forni Road, Placerville
Assessor's Parcel #: 327-213-12
Seller: Sandra K. Johnson
Buyer: Granite Grado Ventures
Selling Date: 2/13/07
Topography: Sloping Doc #: 16478
Highest and Best Use: Commercial Record. Date: 3/9/07
Site Utility: Average Verif.: Tom Conwell, Broker
(916) 358-5555; Public Records
Price: \$796,000 Price/S.F.: \$9.99/SF
Conditions of Sale: None
Terms: Cash to seller
Site Area: 1.83 AC, 79,715 SF
Zoning: R1A; General Plan Commercial (El Dorado County)
Access: Average
Off-sites: Paved public street; no curb/gutter/sidewalk
Utilities: All to site
Improvements when sold: Two single-family residences (teardown)
Present Use: Rural Residential

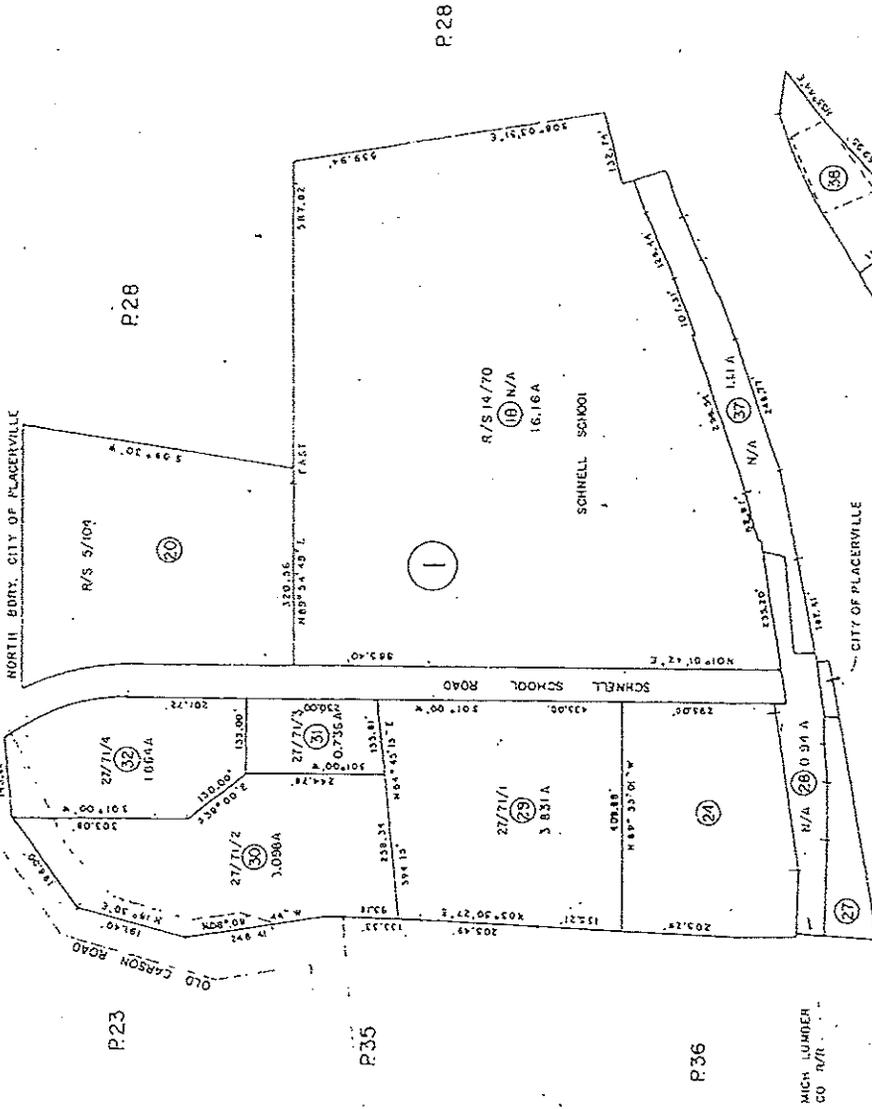
Comments: This 1.83-acre property sold in March 2007 for \$796,000 or \$9.99 per square foot. The lot is located approximately 3 miles southwest of the subject project area outside the Placerville city limits in El Dorado County jurisdiction. Zoning designation is R1A, however, underlying General Plan land use is Commercial and commercial development is anticipated for this property. The property is located in a growing retail area directly across from a Wal-Mart store, with a retail center possibly including a Walgreen's drug store reportedly planned for an adjacent lot. The property includes two residences that are considered teardowns for future commercial development. Financing was reported as conventional.



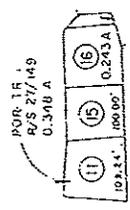
LAND SALE #3

BLK 4 FUR. L' 3 & 1 MKU b
CITY OF PLACERVILLE

BK. 50



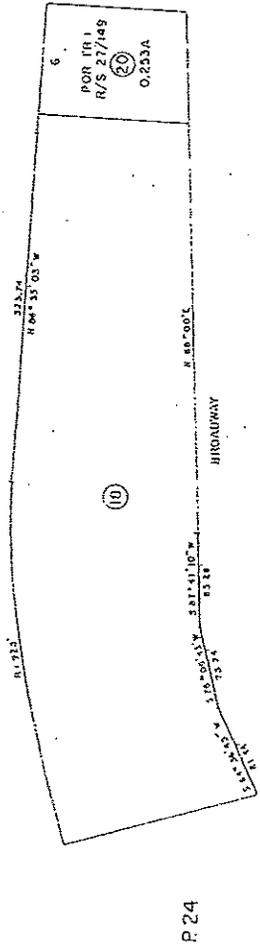
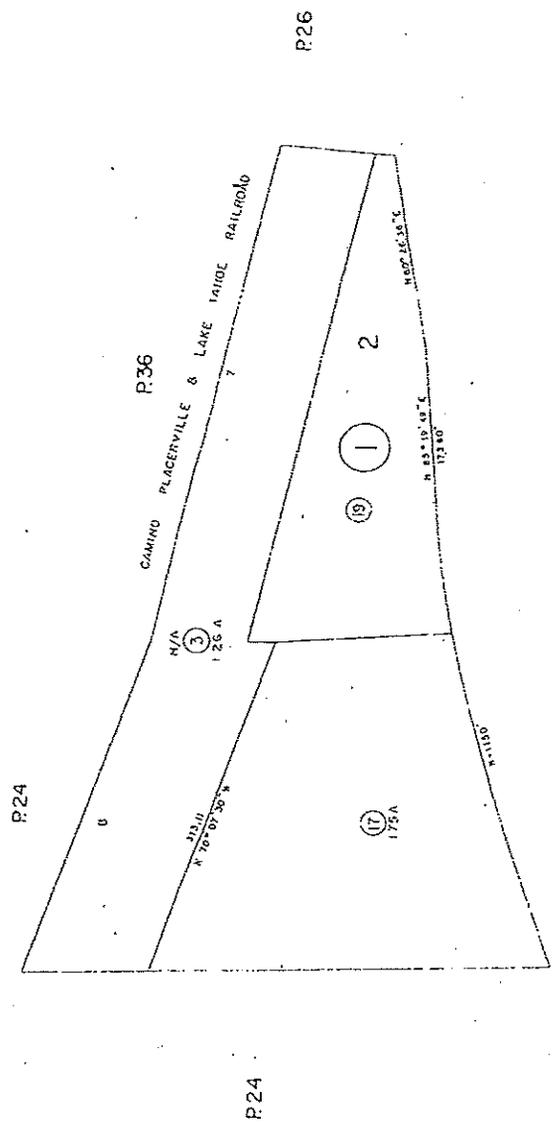
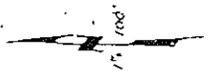
U.S. HIGHWAY 50



P25

NOTE: Assessor's Block Numbers Shown in Italic
Assessor's Parcel Numbers Shown in Circle

BK. 4



BK 4
P 12

NOTE: Assessor's Map Numbers Shown in Italic
Acreage & Block Numbers Shown in Bold



LAND (PENDING) SALE #4



Parcel Notes
 (22) - PM 5193, 0.69 A, NV
 (19) - PM 4612713, 0.32 A

Assessor's Map Bk. 325, Pg. 31
 County of El Dorado, CA

Rev. Jan. 30, 2006

Altered Map Shows in Grey
 Assessor's Parcel Numbers Shown in Grey

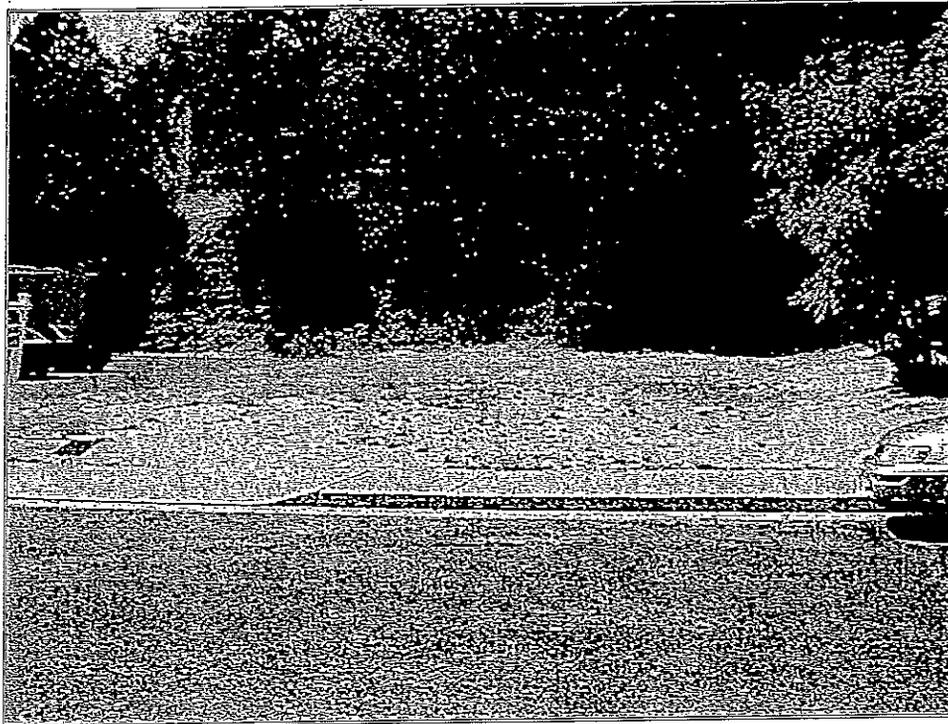
Acreages Are Estimates

THIS MAP IS NOT A SURVEY. ACCURACY PROVIDED BY THE DEDICATED
 400-1000' MILE IN EXTENSION PAPERS ONLY. ANY CALCULATED
 AND SUBSEQUENTLY THE DISTANCE OF THESE SHOULD BE KEPT
 WITHIN 1/4" PER 100 FEET.

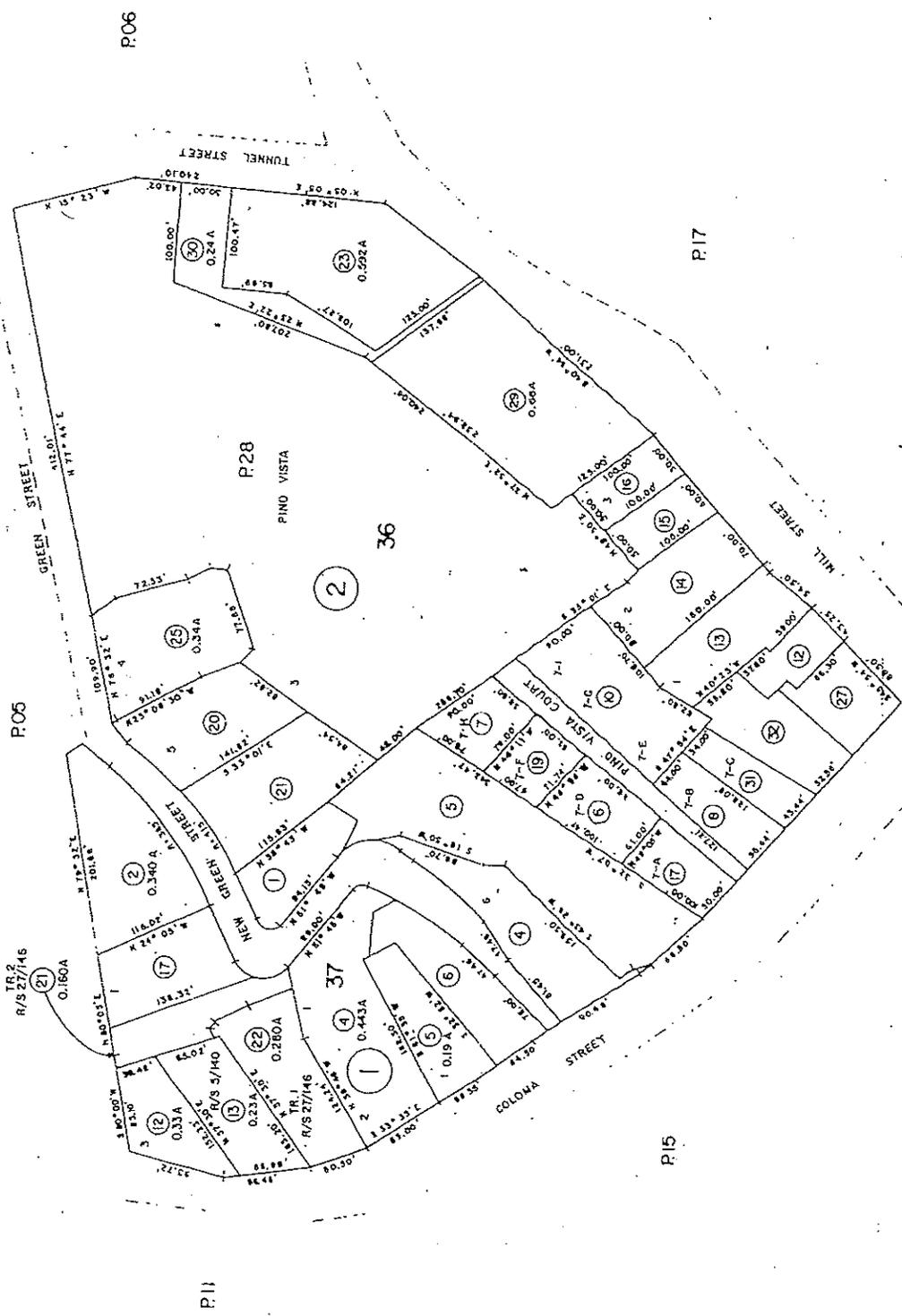
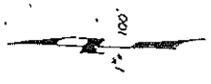
LAND (PENDING) SALE #4

Type: Commercial Land
Location/Address/City: 3081 Forni Road, Placerville
Assessor's Parcel #: 325-310-52
Seller: Clarence & Leona Crase (current owners)
Buyer: Pending sale
Selling Date: N/A
Topography: Sloping Doc #: N/A
Highest and Best Use: Commercial Record. Date: N/A
Site Utility: Average Verif.: Sheri Arntsen-Miller, Agent
(530) 626-3333; Public Records
Price: \$1,500,000 Price/S.F.: \$14.41/SF
Conditions of Sale: Pending
Terms: Pending
Site Area: 2.39 AC, 104,108 SF
Zoning: HWC, Highway Commercial (City of Placerville)
Access: Average
Off-sites: Paved public street; no curb/gutter/sidewalk
Utilities: All except sewer to site
Improvements when sold: Single-family residence (teardown)
Present Use: Residential

Comments: This 2.39-acre property is currently under pending contract. The sale price was not disclosed by the broker; the original list price is \$1,500,000 or \$14.41 per square foot. The property is located approximately 2.5 miles west of the subject project area within the city limits of the City of Placerville near a freeway off-ramp and has potential freeway visibility. Zoning designation is Highway Commercial. This is a growing commercial area directly adjacent to a retail center with an OfficeMax Store, fast food restaurants, and a service station. The property includes an older single-family residence that is considered a teardown for future commercial development. No special financing incentives were offered.



LAND SALE (LISTING) #5



**ACREAGES
ARE
ESTIMATES**

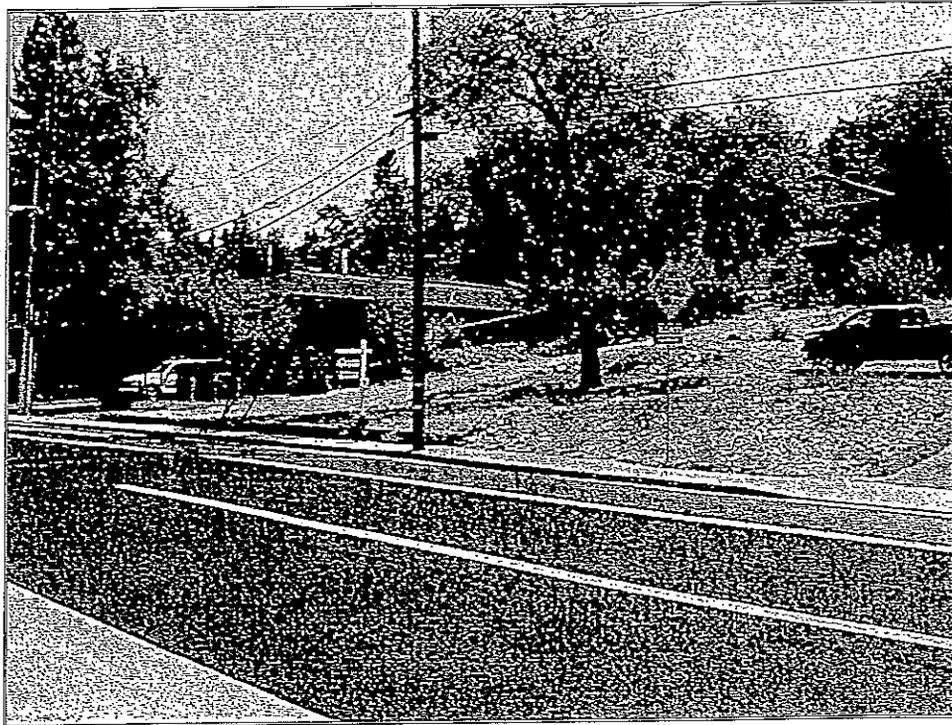
Assessor's Map Sk. 1 -- Pg. 08
County of El Dorado, California

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

LAND SALE (LISTING) #5

Type: Commercial Land
Location/Address/City: Tunnel Street, Placerville
Assessor's Parcel #: 001-082-30
Seller: James P. Cordellos (current owner)
Buyer: Listing
Listing Date: 6/27/07
Topography: Level Doc #: N/A
Highest and Best Use: Commercial Record. Date: N/A
Site Utility: Average Verif.: Trish Bist, Agent
(530) 676-8600; Public Records
Price: \$125,000 Price/S.F.: \$11.96/SF
Conditions of Sale: Listing
Terms: Listing
Site Area: 0.24 AC, 10,454 SF
Zoning: BP, Business Professional (City of Placerville)
Access: Average
Off-sites: Paved public street
Utilities: All to site
Improvements when sold: Vacant lot
Present Use: Vacant lot

Comments: This is the same 0.24-acre property as Sale #1, now offered for sale for \$125,000 or \$11.96 per square foot. The lot is located approximately 1 mile west of the subject project area in the City of Placerville. Zoning designation is BP (Business-Professional). This is a mixed residential and office area with several medical/dental offices and some county offices in the neighborhood. The property was a vacant lot at the time of inspection.

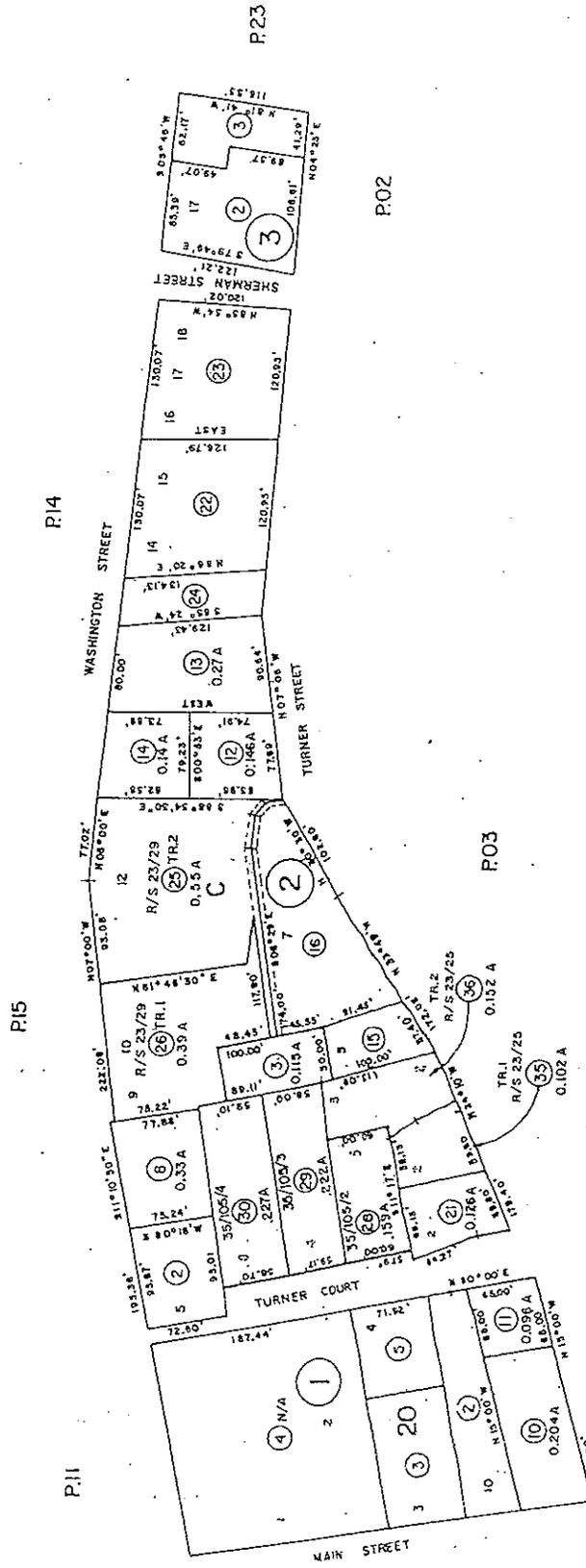
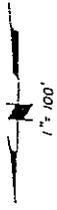


LAND SALE (LISTING) #6

BLANK & FOR. "BK 20
TURNERS ADL
CITY OF PLACERVILLE

Tax Area Code

4:04



BK.2

Assessor's Map Bk. 4 -- Pg. 04
County of El Dorado, California

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

THIS MAP IS NOT A SURVEY, it is prepared by the El Dorado Co.
Assessor's office for assessment purposes only.

LAND SALE (LISTING) #6

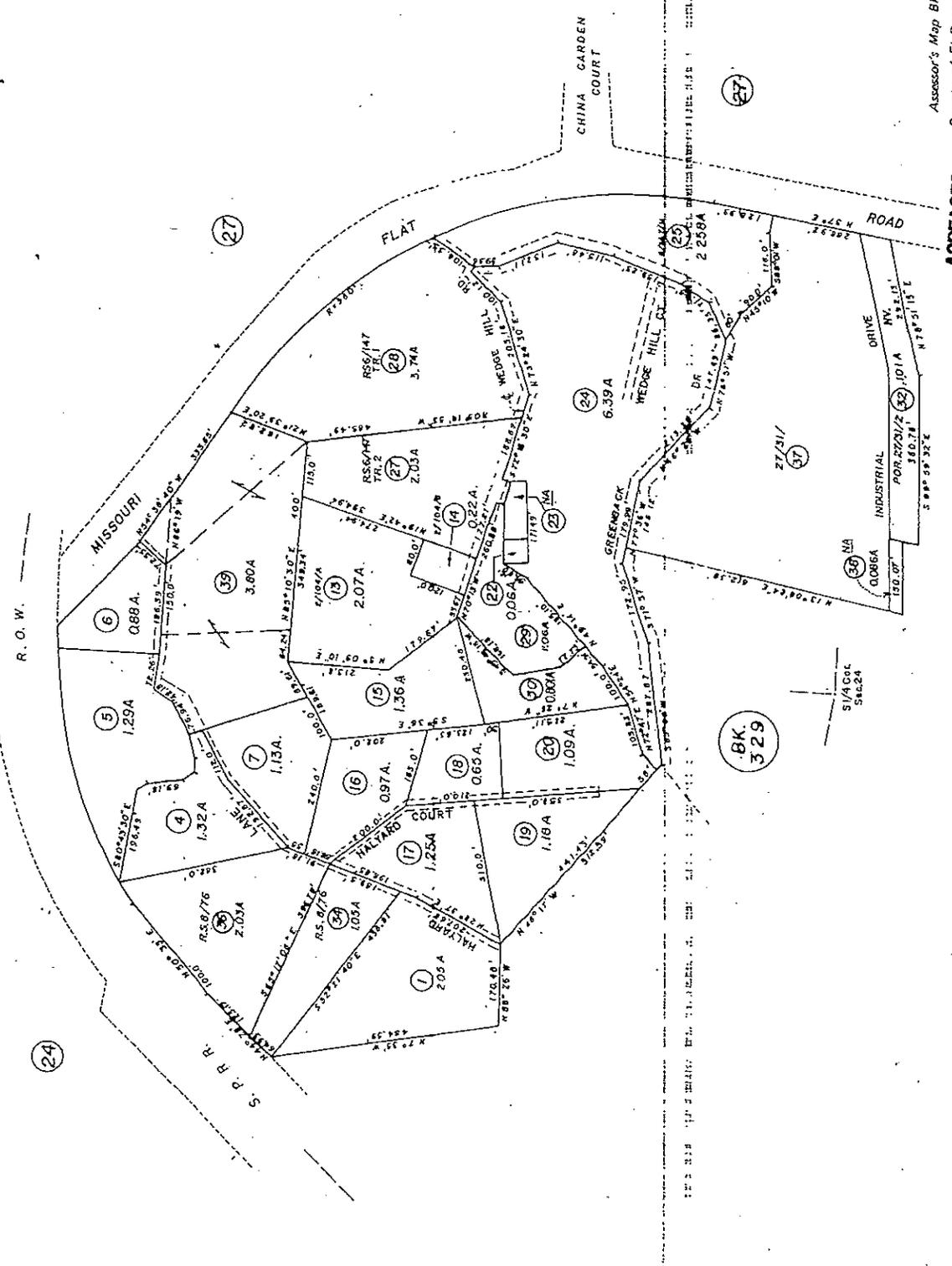
Type: Commercial Land
Location/Address/City: 718 Main Street, Placerville
Assessor's Parcel #: 004-042-31
Seller: Nikolay & Susanne Demidoff (current owners)
Buyer: Listing
Listing Date: 7/10/07
Topography: Sloping Doc #: N/A
Highest and Best Use: Commercial Record. Date: N/A
Site Utility: Average Verif.: Marie Brooks, Agent
(530) 409-5748; Public Records
Price: \$215,000 Price/S.F.: \$24.80/SF
Conditions of Sale: Listing
Terms: Listing
Site Area: 0.199 AC, 8,668 SF
Zoning: C, Commercial (City of Placerville)
Access: Average
Off-sites: Paved public street
Utilities: All to site
Improvements when sold: Vacant lot
Present Use: Vacant lot

Comments: This 0.199-acre property is currently listed at \$215,000 or \$24.80 per square foot. The lot is located approximately ½-mile west of the subject project area in the central business district of the City of Placerville. Zoning designation is C, Commercial. This is a mixed commercial use area. The property has a sloping topography and was a vacant lot at the time of inspection. No special financing incentives are offered.



LAND SALE (LISTING) #7

1" = 200'



ACREAGES ARE ESTIMATES

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

Assessor's Map Bk. 327 -- Pg. 26.
 County of El Dorado, California

LAND SALE (LISTING) #7

Type: Commercial Land
Location/Address/City: 4406 Missouri Flat Rd., Placerville
Assessor's Parcel #: 327-260-39
Seller: Gottfried G. Brunner (current owner)
Buyer: Listing
Listing Date: 8/6/07
Topography: Sloping Doc #: N/A
Highest and Best Use: Commercial Record. Date: N/A
Site Utility: Average Verif.: James Fischer, Agent
(530) 363-0723; Public Records
Price: \$1,250,000 Price/S.F.: \$7.55/SF
Conditions of Sale: Listing
Terms: Listing
Site Area: 3.80 AC, 165,528 SF
Zoning: I, Industrial; General Plan Commercial (El Dorado County)
Access: Average
Off-sites: Paved public street; no curb/gutter/sidewalk
Utilities: All except sewer to site
Improvements when sold: Single-family residence (teardown)
Present Use: Residential

Comments: This 3.8-acre property is currently listed at \$1,250,000 or \$7.55 per square foot. The lot is located approximately 3 miles southwest of the subject project area outside the Placerville city limits in El Dorado County jurisdiction. Zoning designation is I (Industrial), however, underlying General Plan land use is Commercial and commercial development is anticipated for this property. The property is located in a growing retail area directly across from a Wal-Mart store, with a retail center possibly including a Walgreen's drug store reportedly planned for an adjacent lot. The property includes a single-family residence that is considered a teardown for future commercial development. No special financing incentives are offered.

APPRAISER'S QUALIFICATIONS

K. R. McBay Company

Real Estate Valuation and Consultation
Commercial, Agricultural, Eminent Domain

QUALIFICATIONS OF DONALD D. CLARK

Education and Certifications:

- Certified General Real Estate Appraiser, License # AG030827
- California Real Estate Broker, License #041125
- Master of Business Administration, University of Phoenix (1997)
- Bachelor of Science (1978), California State University, Sacramento
- California Teaching Credential: Adult Education, Vocational Education

Professional Education:

- Advanced Income Capitalization – Appraisal Institute Course 510
- Income Capitalization – Appraisal Institute Course 310
- Condemnation Appraising – Appraisal Institute Course
- Valuation of Mixed-Use Properties – Appraisal Institute Course
- Income Property Valuation - 45-Hour Certification Course
- California Real Estate Appraisal – Licensing Program
- Uniform Standards of Professional Appraisal Practice (USPAP)
- California Real Estate Brokerage – Licensing Program
- Real Estate Law; Mortgage Loan Brokering and Lending; Real Estate Finance

Experience:

- Eminent Domain; Right-Of-Way
- Commercial & Income Properties – Retail; Industrial; Office; Apartments
- Conservation Easements
- Agricultural Properties - Orchards; Cropland
- Land, Easements, and Partial Interests
- Specialty and Mixed-Use Properties
- Residential: Single family; Multi-Family; Land

Work History:

Commercial Real Estate Appraiser/Associate (March 2005 – present)
K. R. Mc Bay Company, 5431 Auburn Blvd. #353, Sacramento, CA 95841

Real Estate Appraiser - Commercial & Residential (December 2002 – April 2005)
A.L. Appraisal, 3110 Watt Avenue, Sacramento, CA 95821

Prior Experience:

Director of Technology and Information Systems (1996 – 2002)
Programmer Analyst; Systems Analyst (1982-1996)

K. R. McBay Company

Real Estate Valuation and Consultation
Commercial, Agricultural, Eminent Domain

QUALIFICATIONS OF KENNETH R. MCBAY

PROFESSIONAL QUALIFICATIONS:

MAI (Member Appraisal Institute) - Designated Member of the Appraisal Institute
ARA (Accredited Rural Appraiser) - American Society of Farm Managers & Rural Appraisers
SR/WA - International Right-of-Way Association
State of California Certified General Real Estate Appraiser
Licensed Real Estate Broker, State of California #AG008218

FORMAL EDUCATION:

Hancock College	A.S. Degree, Business (Real Estate)
California State Polytechnic University	B.S. Degree, Agronomy
California State Polytechnic University	M.S. Degree, Agricultural Management
University of South Illinois	MBA (one year completed)

EXPERIENCE:

2000 - Present: K. R. McBay Co.: Agricultural, commercial, and eminent domain real estate valuation and consultation.

1995 - 2000: Professional Appraisal & Right-of-Way Services, Inc.: Right-of-way services, retail, office, industrial, special use, agricultural, and multi-residential valuation.

1991 - 1994: Woollard Associates: Retail, office, industrial, special use, subdivision, residential, and agricultural valuation.

1987 - 1989: Bank of America Agricultural O.R.E.O. ("Other Real Estate Owned"): Valuation and analysis of foreclosure properties. Administration of property management section.

1982 - 1987: John Hancock Life Insurance Co. Real Estate Investment Department: Valuation and analysis of full range of agricultural properties, management of property portfolio, origination and underwriting of loan portfolio.

1979 - 1982: Cal Coast Irrigation: Designed and sold full range of farm and ranch irrigation systems

1977 - 1979: Continental Factors Corporation: Managed portfolio of absentee owner farms and ranches, provided feasibility analysis of various agricultural real estate acquisitions, and brokerage services.

Turlock
P. O. Box 1804

Turlock, CA 95831-1804

(209) 634-0402 Office (209) 634-0401 Fax

www.krmcbayco.com - kennethmcbay@krmcbayco.com

Sacramento

5431 Auburn Blvd., #353

Sacramento, CA 95841

(916) 402-7397 Office (916) 344-4189 Fax

PROPERTY #4

APN 004-261-25

PACIFIC GAS AND ELECTRIC COMPANY

SPECIAL ASSUMPTIONS

1. The size of the parcel is not shown on assessor's maps or in typical data sources. The appraiser calculated the approximate acreage (3.05 acres) using the assessor's parcel map and engineer's drawings. Since the appraisal involves a partial acquisition, the precise size of the overall parcel is not considered relevant to the valuation. It is a Special Assumption that the estimated site area is adequately accurate.

2. The subject is an electrical substation with associated high voltage equipment. The site does not appear in environmental databases as an environmental hazard site. It is a Special Assumption that the site's electrical equipment does not pose an environmental hazard.

PROPERTY DATA

<u>Project Parcel #:</u>	#4	<u>APN:</u>	04-261-25
<u>Owner:</u>	PACIFIC GAS AND ELECTRIC COMPANY	<u>Total Property Area:</u>	3.05 Acres
<u>Appraiser/Inspection Date:</u>	Kenneth McBay 9/25/07 Donald Clark 9/25/07	<u>Take Area:</u>	
		Road Easment:	1,323 SF
		Permanent Easement	791 SF
		Temp. Construction Easement	6,049 SF
<u>Valuation Date:</u>	9/25/07	<u>Property Address:</u>	1284 Broadway, Placerville, CA
<u>Present Use:</u>	Electric Substation	<u>Date Acquired:</u>	10/31/1946
<u>Highest & Best Use:</u>	Commercial	<u>Zoning:</u>	HWC Highway Commercial
<u>Improvements:</u>	Office building; electrical equipment and towers	<u>Environmental Hazards:</u>	None observed at inspection. See Special Assumptions.

**Market Value of Property
Acquired:**

Land:	\$27,881	
Improvements:	-0-	
		\$27,881
Severance Damages:	-0-	
Benefits:	-0-	
		-0-
Total		\$27,881
	Rounded	\$27,900

Construction Contract Work

The following assumptions are made, specifically:

1. Fences and parking surfaces affected by the construction contract work will be repaired, and driveways and graded areas affected by the construction contract work will be restored to their "before" condition.
2. Reasonable access to the subject will be maintained during the course of construction.
3. Any utilities relocation will be addressed as CCW.

SUBJECT PHOTOGRAPHS



SUBJECT - LARGER PARCEL



SUBJECT - ACQUISITION AREA

DESCRIPTION OF PROPERTY

Land

The subject property is a single assessor's parcel located at 1284 Broadway in the eastern part of the City of Placerville within the city limits. The parcel is irregular in shape with approximately 70' of frontage on Broadway and approximately 425' on Blairs Lane. Hangtown Creek crosses the property along part of the northern boundary, and is channeled under the property parking area in the portion of the property that extends to Broadway. The take area involves the frontage on Blair Lane and Hangtown Creek.

Placerville city zoning designation is HWC, indicating Highway Commercial. The primary purpose of this zone is to "provide for freeway-oriented uses such as fast-food restaurants, gas stations, and other uses which are necessary and convenient to the traveling public". The property is currently operated as an electrical substation.

The northern portion of the property along Hangtown Creek is located in FEMA designated flood zones "A6" and "B". Zone A6 indicates areas with a 1% annual chance of flooding. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones. Mandatory flood insurance purchase is required in zone A6. Zone B indicates areas outside the 1-percent annual chance floodplain, areas of 1% annual chance sheet flow flooding where average depths are less than 1 foot, areas of 1% annual chance stream flooding where the contributing drainage area is less than 1 square mile, or areas protected from the 1% annual chance flood by levees. No Base Flood Elevations or depths are shown within this zone. Insurance purchase is not required in zone B.

Improvements

The subject is improved with several office, utility, and outbuildings as well as electrical substation equipment. The buildings were not inspected, and the size of the various structures is unknown.

Legal Description

The property legal description for the subject can be found in the Preliminary Title Report at the end of this section of the report.

History of the Property

Per assessor's records, the property was acquired 10/31/1946, Doc #0235-154. Details of the transaction were not available. No other transfers are shown in the last 5 years.

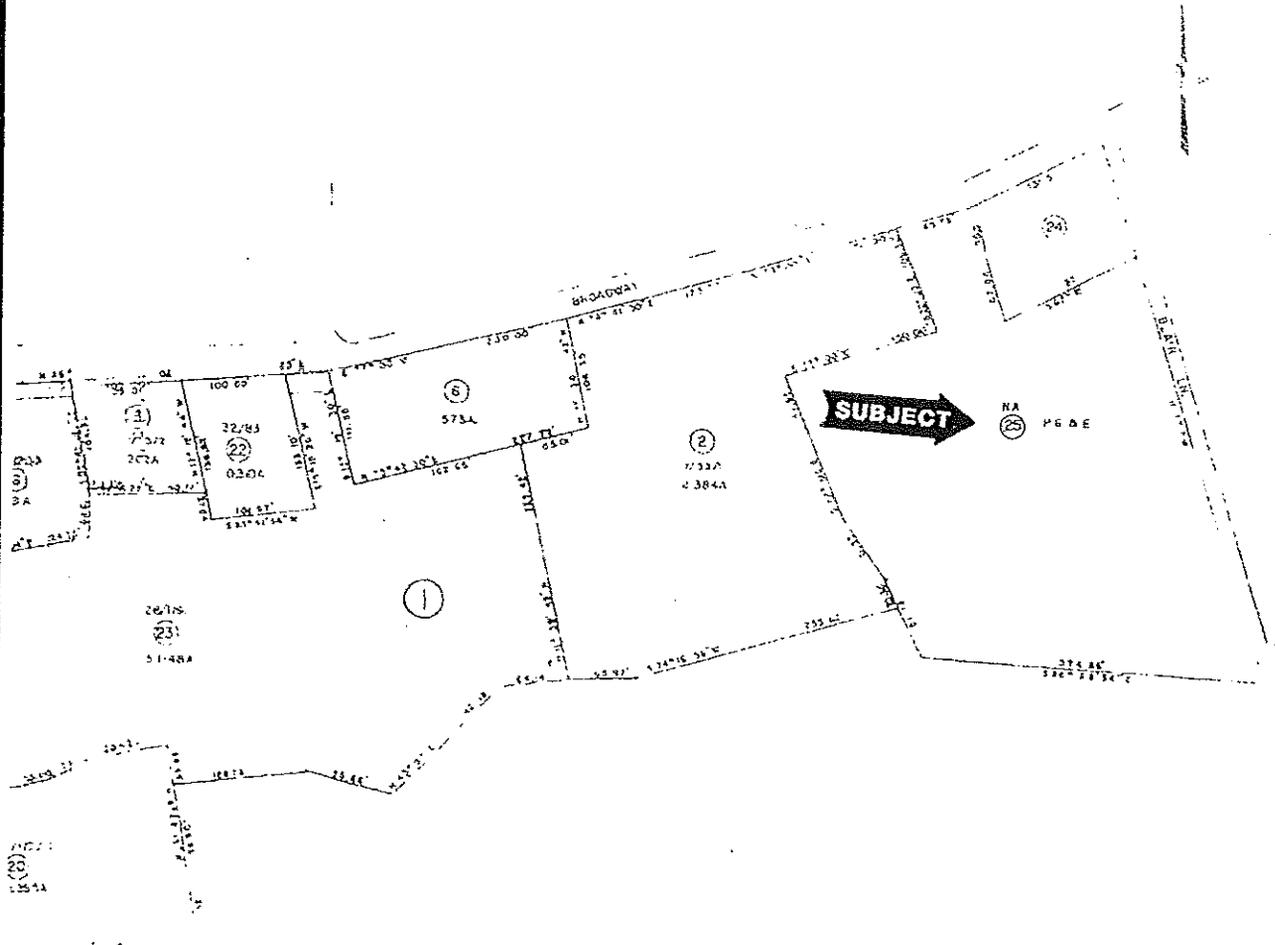
Highest and Best Use

As defined and described earlier in this report, the traditional testing criteria for highest and best use, i.e., legally permissible, physically possible, financially feasible, and the maximally profitable, were applied in analyzing the prospective uses for the subject.

also known as
100 14
100 14

MAP, BLK. 6, CITY OF PLACERVILLE
COR. SEC. 8, T. 10 N., R. 11 E., M.D.M.

4 26



Assessor: MCG
County of Nevada

Assessor's Map

The highest and best use is determined by the physical characteristics of the site such as size, shape, topography, access, etc; by legal considerations such as its current and potential zoning; and compatibility with existing land uses. Physical characteristics allow for a wide range of uses.

Current Placerville city zoning designation is HWC, indicating Highway Commercial. The underlying Land Use designation is also Highway Commercial. The primary purpose of the Highway Commercial zone is to "provide for freeway-oriented uses such as fast-food restaurants, gas stations, and other uses which are necessary and convenient to the traveling public". The property is currently operated as an electrical substation. Surrounding land uses are primarily retail and other commercial uses along Broadway, with some industrial and residential properties to the south of the subject on Blairs Lane.

The existing size, shape, topography, and zoning of the site are adequate to support many types of commercial development. The subject is located along a commercial corridor in close proximity to the Highway 50 Freeway; it has approximately 70' of frontage on Broadway. Surrounding land uses indicate that the land is suitable for commercial development and that demand exists for such development.

As vacant, the Highest and Best Use is concluded to be to commercial development in keeping with the highway commercial designation of the property.

The subject is improved with a major electrical sub-station. Analysis of the highest and best use of the subject as improved is beyond the scope of this appraisal. However since the valuation is based on bare land the issue is not critical.

VALUE BEFORE THE ACQUISITION

Valuation Procedure

The purpose of this appraisal is to value the land, building, and site improvements to be acquired, plus evaluate any possible damages upon the remainder after the proposed acquisition. As the proposed acquisitions do not involve building improvements, the income and cost approaches to value are not appropriate and are not used. The Direct Sales Comparison Approach only is applied.

The Direct Sales Comparison Approach was employed to compare the subject, at its highest and best use, with similar parcels found in the market area. In making appropriate adjustments for differences between each comparable and the subject, the valuation factors described earlier in this report were considered. Any other elements unique to a specific property are also described below. Sales described earlier were analyzed in order to estimate a before value. Below are discussions of the sales adjustments.

Comparables have been selected to reflect, as much as possible, attributes discussed above as they relate to the subject property. Because of the diversity of the comparables and the relatively limited quantity of relevant data, paired sales analysis was not possible for most attributes, necessitating some subjectivity in adjustments. In this analysis, the best indicator of value was concluded to be Price/SF.

Sale #2

Date of Sale: 3/31/07 Zone: R1A (Comm) Size: 1.83 Acres at \$9.99/SF

No adjustments were required for Property Rights Conveyed, Financing Terms, Conditions of Sale, or Market Conditions. Expenditures After Purchase was adjusted to reflect the estimated cost of \$10,000 to demolish two single-family residences on the property. Marshall Valuation Services (Section 66, Page 11) is referenced for the approximate costs. Topography was adjusted upward to reflect this sale's sloping terrain; a 5% upward adjustment is considered reasonable. The smaller size of this comparable warranted a downward adjustment based on the typically higher price per unit paid for relatively smaller properties; a 10% downward adjustment is considered reasonable. Off-sites/Utilities was adjusted upward to reflect this sale's lack of curb/gutter/sidewalk and full utility services; a 5% upward adjustment is considered reasonable. Freeway Influence was adjusted upward to reflect the subject's partial visibility from U. S. Highway 50; a 5% upward adjustment is considered reasonable. Traffic Flow was adjusted upward to reflect this sale's inferior traffic flow (specific counts were not available for this street); a 5% upward adjustment is considered reasonable. All other adjustment factors were considered generally similar. The adjusted value is \$11.06/SF.

Sale #3

Date of Sale: 4/6/07

Zone: HWC

Size: 0.601 Acres at \$17.19/SF

No adjustments were required for Property Rights Conveyed, Financing Terms, Conditions of Sale, Expenditures After Purchase, or Market Conditions. Size was adjusted on the same basis as Sale #2. Freeway Influence was adjusted downward to reflect this sale's proximity to and full freeway visibility from U. S. Highway 50; a 5% downward adjustment is considered reasonable. All other adjustment factors were considered generally similar. The adjusted value is \$12.89/SF.

Sale #4

Date of Sale: Pending Sale

Zone: HWC

Size: 2.39 Acres at \$14.41/SF

No adjustments were required for Property Rights Conveyed, Financing Terms, or Market Conditions. Based on MLS statistics, a list-to-sale price adjustment of -5% was considered reasonable as a Conditions of Sale adjustment. Expenditures After Purchase was adjusted \$5,000 for the demolition of a small single-family residence on the same basis as Sale #2. Topography was adjusted upward on the same basis as Sale #2. Size was adjusted on the same basis as Sale #2. Off-sites/Utilities was adjusted on the same basis as Sale #2. Freeway Influence was adjusted downward on the same basis as Sale #3. All other adjustment factors were considered generally similar. The adjusted value is \$13.71/SF.

Sale #7

Date of Sale: Listing

Zone: I (Comm)

Size: 3.8 Acres at \$7.55/SF

No adjustments were required for Property Rights Conveyed, Financing Terms, or Market Conditions. Conditions of Sale was adjusted downward on the same basis as Sale #4. Expenditures After Purchase was adjusted \$6,000 on the same basis as Sale #2 for the demolition of a single-family residence. Location was adjusted upward to reflect the subject's location in superior commercial area; a 5% downward adjustment is considered reasonable. Topography was adjusted upward on the same basis as Sale #2. Size was adjusted upward on the same basis as Sale #2. Off-sites/Utilities was adjusted on the same basis as Sale #2. Access/Visibility was adjusted upward to reflect the subject's two frontages and partial freeway visibility compared with this property's lesser visibility on a curve and hill area; a 5% upward adjustment is considered reasonable. Freeway Influence was adjusted upward on the same basis as Sale #2. All other adjustment factors were considered generally similar. The adjusted value is \$9.34/SF.

LAND VALUE CONCLUSION

Market data for vacant land similar to the subject particularly in terms of size, zoning, and other attributes was very limited in the subject market area. The selected sales were considered the most relevant

Because of the diversity of the comparables and the relatively limited quantity of relevant data, paired sales analysis was not possible for most attributes, necessitating some subjectivity in adjustments.

Conclusion

Prior to adjustments, the sales ranged in value from \$7.55/SF to \$17.19/SF. After adjustments, the range is tighter, from \$9.34/SF to \$13.71/SF. The midpoint of this range is approximately \$11.50/SF. Sale #3 is given emphasis since it is closest to the subject in location, which would indicate a value above the midpoint, however this is mitigated somewhat since it required the greatest overall adjustment. Sale #4 and #7, the highest and lowest values, are not closed sales and are given less emphasis since it is difficult to judge final sales price. Value is concluded above the midpoint of the range of values at \$12.00/SF.

VALUE CONCLUSION – “ENTIRE PARCEL”

Land

132,858 SF x \$12.00/SF	=	\$1,594,296
		(Rounded) \$1,594,000

Area to be acquired (see engineering map)

Road Easement	1,323 SF
Permanent Easement:	2,596 SF
Temporary Construction Easement:	4,242 SF

LEGAL DESCRIPTION AND MAPS OF AREA TO BE ACQUIRED

DESCRIPTION AND VALUATION OF THE ACQUISITION

The road easement acquisition runs along the easterly boundary of the subject along Blair Lane. It is approximately 4' wide and extends approximately 427'. It totals 1,323 SF. The slope easement consists of one area. It is approximately 4' wide and located to the west of the fee acquisition area at the South east corner of the parcel. A retaining wall will be located in the easement. The total slope easement area is 791 SF. The temporary construction easement consists of one area located to the west of the fee acquisition area. The widths vary from 13' to 27'. The total area is 6,049 SF. The acquisition areas have been identified on the engineering maps that are presented in a previous section of this report. Improvements included in the acquisition area included security fencing and power poles (see Construction Contract Work).

Valuation of the Acquisition

Included in the area to be acquired are:

Land:

Road Easement Acquisition=1,323 SF x \$12.00/SF	\$ 15,876
Slope Easement=791 SF x \$12.00/SF x 50%	\$ 4,746
Temporary Construction Easement=6,049 SF x \$12.00/SF x 10%/year	\$ <u>7,259</u>

Improvements:

None	\$ -0-
------	--------

Damages:

None	\$ <u>-0-</u>
Total	\$ 27,881

(Rounded) \$ 27,900

EXHIBIT "A"
ROAD RIGHT OF WAY ACQUISITION

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF PLACERVILLE, COUNTY OF EL DORADO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

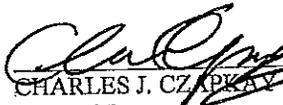
A PORTION OF LOT 3 IN BLOCK 6 AS THE SAME IS MARKED, DESIGNATED AND NUMBERED ON THE OFFICIAL MAP AND IN THE FIELD NOTES OF THE OFFICIAL SURVEY OF SAID CITY OF PLACERVILLE, NOW ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SAID EL DORADO COUNTY AS DESCRIBED IN THAT FINAL ORDER OF CONDEMNATION IN FAVOR OF PACIFIC GAS AND ELECTRIC COMPANY, DATED OCTOBER 31, 1946 AND RECORDED IN BOOK 235 OF OFFICIAL RECORDS AT PAGE 154 DESCRIBED AS FOLLOWS:

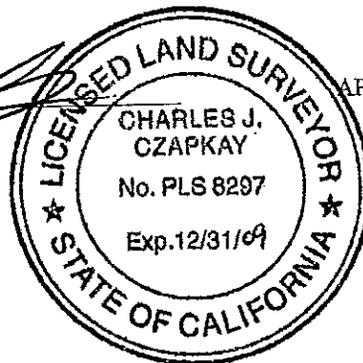
BEGINNING AT THE SOUTHEASTERLY CORNER OF THE PROPERTY DESCRIBED IN SAID ORDER OF CONDEMNATION BEING THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT 3 AND THE SOUTHERLY LINE OF THAT PARCEL DESIGNATED "P.G.&E. Co." AS SHOWN ON THAT PARCEL MAP FILED IN BOOK 7 OF PARCEL MAPS AT PAGE 33, EL DORADO COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING ALONG SAID EASTERLY LINE OF LOT 3 NORTH 16°58'17" WEST 427.40 FEET TO THE NORTHEASTERLY CORNER OF SAID PROPERTY IN SAID FINAL ORDER OF CONDEMNATION; THENCE ALONG THE NORTHERLY LINE OF SAID PROPERTY SOUTH 63°25'05" WEST 2.03 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 16°40'27" EAST 425.42 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID "P.G.&E. Co." PARCEL; THENCE SOUTH 85°38'34" EAST 4.51 FEET TO THE POINT OF BEGINNING, CONTAINING: 1,323 Sq.Ft. MORE OR LESS.

THE BASIS OF BEARINGS OF THIS DESCRIPTION WAS ESTABLISHED BETWEEN MONUMENTS FOUND ON THE SOUTHERLY LINE OF THE PARCEL DESIGNATED "P.G.&E. Co." AS SHOWN ON THAT PARCEL MAP FILED IN BOOK 7 OF PARCEL MAPS AT PAGE 33, EL DORADO COUNTY RECORDS, THE BEARING IS SOUTH 85°38'34" EAST.

END DESCRIPTION.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED AT AREA WEST ENGINEERS, INC., BY ME OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.


CHARLES J. CZAPKAY
PLS 8297



APRIL 25, 2008



BROADWAY

NW CORNER
LOT 2, BLOCK 6,
CITY OF PLACERVILLE

LDR PARTNERS
2001-0010821
APN: 04-261-024

S63°25'05"W 2.03'

BLAIRS LANE - CITY OF PLACERVILLE

PACIFIC GAS & ELECTRIC COMPANY
235/OR/154
APN: 04-261-025

S16°40'27"E 4.25±42'
N16°38'17"W 427.40'

S85°38'34"E
BASIS OF BEARINGS
BACO DRIVE

S85°38'34"E 4.51'
POINT OF BEGINNING



SCALE: 1" = 100'

AREA

WEST ENGINEERS, INC.

7478 SANDALWOOD DRIVE, SUITE 400
CITRUS HEIGHTS, CA 95621
(916) 725-5551 - FAX (916) 725-5808
CIVIL ENGINEERING - PLANNING - SURVEYING

EXHIBIT "B"
ROAD RIGHT OF WAY ACQUISITION
APN: 04-261-025

CITY OF PLACERVILLE
COUNTY OF EL DORADO, CALIFORNIA

SCALE 1"=100'

APRIL, 2008

SHEET

4

OF

4

06023

EXHIBIT "A"
SLOPE EASEMENT

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF PLACERVILLE, COUNTY OF EL DORADO, STATE OF CALIFORNIA LYING IN SECTION 8, TOWNSHIP 10 NORTH, RANGE 11 EAST, M.D.M. LYING WESTERLY OF BLAIRS LANE DESCRIBED AS FOLLOWS:

A PORTION OF LOT 4 IN BLOCK 6 AS THE SAME IS MARKED, DESIGNATED AND NUMBERED ON THE OFFICIAL MAP AND IN THE FIELD NOTES OF THE OFFICIAL SURVEY OF SAID CITY OF PLACERVILLE, NOW ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SAID EL DORADO COUNTY AND CALLED LOT 3 IN BLOCK 6 AS DESCRIBED IN THAT FINAL ORDER OF CONDEMNATION IN FAVOR OF PACIFIC GAS AND ELECTRIC COMPANY, DATED OCTOBER 31, 1946 AND RECORDED IN BOOK 235 OF OFFICIAL RECORDS AT PAGE 154 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF THAT PARCEL DESIGNATED "P.G.&E. Co." AS SHOWN ON THAT PARCEL MAP FILED IN BOOK 7 OF PARCEL MAPS AT PAGE 33, EL DORADO COUNTY RECORDS FROM WHICH THE SOUTHEASTERLY CORNER OF THE PROPERTY DESCRIBED IN SAID ORDER OF CONDEMNATION BEING THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT 4 AND SAID SOUTHERLY LINE OF THAT PARCEL DESIGNATED "P.G.&E. Co." BEARS SOUTH 85°38'34" WEST 4.51 FEET; THENCE FROM SAID POINT OF BEGINNING NORTH 16°40'27" WEST 62.80 FEET TO AN EXISTING FENCE; THENCE ALONG SAID FENCE SOUTH 60°04'09" WEST 13.87 FEET; THENCE SOUTH 16°40'27" EAST 54.43 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID "P.G.&E. Co." PARCEL; THENCE ALONG SAID SOUTHERLY LINE SOUTH 85°38'34" EAST 14.46 FEET TO THE POINT OF BEGINNING, CONTAINING: 791 Sq.Ft. MORE OR LESS.

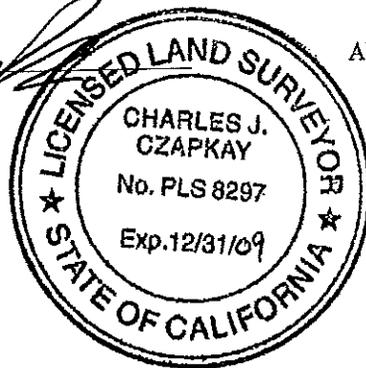
THE BASIS OF BEARINGS OF THIS DESCRIPTION WAS ESTABLISHED BETWEEN MONUMENTS FOUND ON THE SOUTHERLY LINE OF THE PARCEL DESIGNATED "P.G.&E. Co." AS SHOWN ON THAT PARCEL MAP FILED IN BOOK 7 OF PARCEL MAPS AT PAGE 33, EL DORADO COUNTY RECORDS, THE BEARING IS SOUTH 85°38'34" EAST.

END DESCRIPTION.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED AT AREA WEST ENGINEERS, INC., BY ME OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.


CHARLES J. CZAPKAY
PLS 8297

APRIL 25, 2008



BROADWAY

LDR PARTNERS
2001-0010821
APN: 04-261-024

S63°25'05"W 2.03'

NORTH
AREA WEST ENGINEERS, INC.



BLAIRS LANE - CITY OF PLACERVILLE
N16°58'17"W 427.40'
N19°40'27"W 425.42'

SCALE: 1" = 60'

PACIFIC GAS &
ELECTRIC COMPANY
235/OR/154
APN: 04-261-025

S60°04'09"W 13.87'

S19°40'27"E
54.43'
92.80'

S85°38'34"E
BASIS OF BEARINGS

S85°38'34"E 14.46'

BACO DRIVE

POINT OF BEGINNING

S85°38'34"E 4.51'

INTERSECTION OF EASTERLY LINE OF LOT 4 IN BLOCK 6 AND THE
SOUTHERLY LINE OF PARCEL DESIGNATED "P.G.&E. Co." ON THAT
PARCEL MAP FILED IN BOOK 7 OF PARCEL MAPS AT PAGE 33

AREA

WEST ENGINEERS, INC.

7478 SANDALWOOD DRIVE, SUITE 400
CITRUS HEIGHTS, CA 95621
(916) 725-5551 - FAX (916) 725-5808
CIVIL ENGINEERING - PLANNING - SURVEYING

EXHIBIT "B"
SLOPE EASEMENT
APN: 04-261-025

CITY OF PLACERVILLE
COUNTY OF EL DORADO, CALIFORNIA

SCALE 1"=60'

APRIL, 2008

SHEET

4 OF

4

06023

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF PLACERVILLE, COUNTY OF EL DORADO, STATE OF CALIFORNIA LYING IN SECTION 8, TOWNSHIP 10 NORTH, RANGE 11 EAST, M.D.M. LYING WESTERLY OF BLAIRS LANE DESCRIBED AS FOLLOWS:

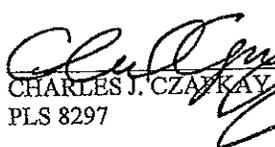
A PORTION OF LOT 4 IN BLOCK 6 AS THE SAME IS MARKED, DESIGNATED AND NUMBERED ON THE OFFICIAL MAP AND IN THE FIELD NOTES OF THE OFFICIAL SURVEY OF SAID CITY OF PLACERVILLE, NOW ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SAID EL DORADO COUNTY AND CALLED LOT 3 IN BLOCK 6 AS DESCRIBED IN THAT FINAL ORDER OF CONDEMNATION IN FAVOR OF PACIFIC GAS AND ELECTRIC COMPANY, DATED OCTOBER 31, 1946 AND RECORDED IN BOOK 235 OF OFFICIAL RECORDS AT PAGE 154 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN SAID LOT 4 FROM WHICH THE INTERSECTION OF THE EASTERLY LINE OF LOT 4 IN BLOCK 6 AND THE SOUTHERLY LINE OF THAT PARCEL DESIGNATED "P.G.&E. Co." ON THAT PARCEL MAP FILED IN BOOK 7 OF PARCEL MAPS AT PAGE 33, EL DORADO COUNTY RECORDS BEARS SOUTH 16°40'27" EAST 62.80 FEET TO THE SAID SOUTHERLY LINE OF SAID DESIGNATED "P.G.&E. Co." PARCEL AND SOUTH 85°38'34" EAST 4.51 FEET; THENCE FROM SAID POINT OF BEGINNING NORTH 16°40'27" WEST 362.62 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PROPERTY GRANTED TO L.O. CROWDER BY DEED DATED MAY 7, 1935 AND RECORDED IN BOOK 145 OF OFFICIAL RECORDS AT PAGE 215, ALSO BEING THE NORTH BANK OF HANGTOWN CREEK; THENCE ALONG SAID SOUTHERLY LINE SOUTH 63°25'05" WEST 27.05 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 16°40'27" EAST 32.96 FEET; THENCE NORTH 73°19'33" EAST 13.64 FEET; THENCE SOUTH 16°40'27" EAST 107.90 FEET; THENCE SOUTH 73°19'33" WEST 12.00 FEET; THENCE SOUTH 16°40'27" EAST 65.38 FEET; THENCE NORTH 73°19'33" EAST 11.50 FEET; THENCE SOUTH 16°40'27" EAST 154.91 FEET TO AN EXISTING FENCE; THENCE ALONG SAID FENCE NORTH 60°04'09" EAST 13.87 FEET TO THE POINT OF BEGINNING, CONTAINING 6049 Sq.Ft. MORE OR LESS.

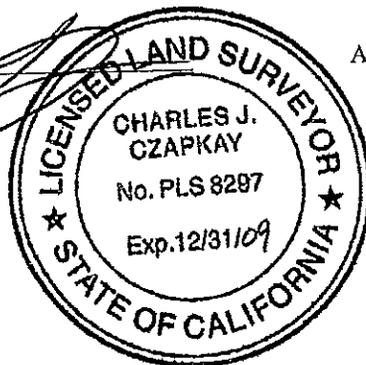
THE BASIS OF BEARINGS OF THIS DESCRIPTION WAS ESTABLISHED BETWEEN MONUMENTS FOUND ON THE SOUTHERLY LINE OF THE PARCEL DESIGNATED "P.G.&E. Co." AS SHOWN ON THAT PARCEL MAP FILED IN BOOK 7 OF PARCEL MAPS AT PAGE 33, EL DORADO COUNTY RECORDS, THE BEARING IS SOUTH 85°38'34" EAST.

END DESCRIPTION.

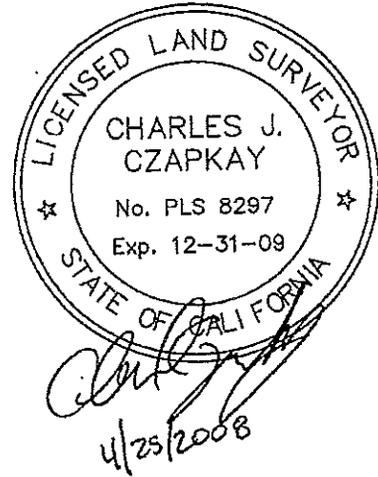
THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED AT AREA WEST ENGINEERS, INC., BY ME OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.


CHARLES J. CZAPKAY
PLS 8297

APRIL 25, 2008



LDR PARTNERS
 2001-0010821
 APN: 04-261-024



S63°25'05"W 2.03'
 S63°25'05"W 27.05'
 N73°19'33"E 13.64'

S73°19'33"W 12.00'



SCALE: 1"=50'

PACIFIC GAS &
 ELECTRIC COMPANY
 235/OR/154
 APN: 04-261-025

BLAIRS LANE - CITY OF PLACERVILLE

N73°19'33"E 11.50'

N60°04'09"E 13.87'

S85°38'34"E
 BASIS OF BEARINGS
 BACO DRIVE

S85°38'34"E 4.51'

POINT OF BEGINNING

INTERSECTION OF EASTERLY
 LINE OF LOT 4 IN BLOCK 6
 AND THE SOUTHERLY LINE
 OF PARCEL DESIGNATED
 "P.G.&E. Co." ON THAT
 PARCEL MAP FILED IN
 BOOK 7 OF PARCEL MAPS
 AT PAGE 33.

AREA

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 7478 SANDALWOOD DRIVE, SUITE 400
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 (916) 725-5551 - FAX (916) 725-5808
 CIVIL ENGINEERING - PLANNING - SURVEYING

EXHIBIT "B"
 TEMPORARY CONSTRUCTION EASEMENT
 APN: 04-261-025

CITY OF PLACERVILLE
 COUNTY OF EL DORADO, CALIFORNIA

SCALE 1"=50'

APRIL, 2008

SHEET

4 OF

4
 06023

Explanation of Valuations

Road Easement Acquisition: Within the area of the right of way acquisition, the owner will essentially retain no property rights. This area is valued at 100% of fee value.

Slope Easement: Within the area of the permanent easement, the owner will retain certain property rights since the area of the easement would generally allow for such uses as landscaping and required setback area for improvements, the necessity to construct a retaining wall in the slope easement is not considered to affect the use for landscaping or set-back purposes. The slope easement varies in grade. The slope easement in the before condition is generally sloping. Based upon the appraiser's analysis of loss of utility/rights, the value of the easement is estimated at 50% of the fee simple value.

Temporary Construction Easement: The Temporary Construction Easement is valued based upon a market rental rate. A rental rate of 10% per year of the fee simple market value is estimated. The rental amount is stated for a 1-year term. The actual time of construction is considerably less than 1 year. The compensation to the owner may be prorated as appropriate.

Improvements: Site improvements included in the acquisition area include security fencing and power poles (see Construction Contract Work).

Valuation and Effect On the Remainder

Unless the remainder is affected by severance damages or receives benefits, the value before or after the acquisition will remain the same. In addition, and for the same reasons, the highest and best use of the remainder will be the same as it was before the acquisition.

The remainder after the acquisition is not affected by a change in highest and best use. The estimated value of the remainder is based upon the same sales as were used to value the total property before the acquisition.

Severance Damages and Benefits

There are no damages by reason of the acquisition or the construction as proposed.

Following the project, the subject property remainder will benefit from significantly improved access provided by the new two-lane bridge and roadway, for development to its highest and best use as a highway commercial property. Since benefits to the remainder can only offset damages, the market value of benefits is not addressed.

Construction Contract Work

The following assumptions are made, specifically:

1. Fences and parking surfaces affected by the construction contract work will be repaired, and driveways and graded areas affected by the construction contract work will be restored to their "before" condition.
2. Reasonable access to the subject will be maintained during the course of construction.
3. Any utilities relocation will be addressed as CCW.

**PRELIMINARY TITLE REPORT
AND
LEGAL DESCRIPTION OF THE ENTIRE PROPERTY**

PLACER TITLE COMPANY

Preliminary Report

Issued By:

Order No. 201-39535

PLACER TITLE COMPANY
175 PLACERVILLE DR.
PLACERVILLE, CA 95667
Escrow Officer: Vanessa Norgauer
Phone: 530-626-3770
Fax: 530-626-3776
Escrow Officer Email: vnorgauer@placertitle.com
Email Loan Docs To: 201edocs@placertitle.com

Customer Reference:

Property Address: 1284 BROADWAY, PLACERVILLE, CA 95667

In response to the above referenced application for a policy of title insurance, PLACER TITLE COMPANY hereby reports that it is prepared to issue, or cause to be issued, through one of its authorized underwriters, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in the attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in the attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN THE ATTACHED CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.

IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of February 28, 2007 at 7:30 a.m.

Title Officer: Kelly Riddle

Order No. 201-39535

The form of policy of title insurance contemplated by this report is:

CLTA Standard Coverage Policy

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A FEE SIMPLE

Title to said estate or interest at the date hereof is vested in:

PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION

The land referred to herein is described as follows:

SEE EXHIBIT "A" ATTACHED

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, CITY OF PLACERVILLE, AND IS DESCRIBED AS FOLLOWS:

LOT 3, BLOCK 6 OF THE CITY OF PLACERVILLE.

EXCEPTING THEREFROM THOSE PORTIONS AS DESCRIBED IN THE FOLLOWING DEEDS:

1. THAT CERTAIN DEED TO ADAM BROOKS RECORDED IN BOOK 76 OF DEEDS, PAGE 389 EL DORADO COUNTY RECORDS.
2. THAT CERTAIN DEED TO GUIDO TURCHETTI, RECORDED IN BOOK 141, PAGE 476 EL DORADO COUNTY RECORDS.
3. THAT CERTAIN DEED TO ANGELO LERA, RECORDED IN BOOK 145 PAGE 209 EL DORADO COUNTY RECORDS.
4. THAT CERTAIN DEED TO L.O. CROWDER, RECORDED IN BOOK 145 PAGE 215 EL DORADO COUNTY RECORDS.
5. THAT CERTAIN DEED TO GUIDO TURCHETTI, RECORDED IN BOOK 145 PAGE 295 EL DORADO COUNTY RECORDS.
6. THAT CERTAIN DEED TO ANGLEO LERA RECORDED IN BOOK 147 PAGE 68 EL DORADO COUNTY RECORDS.

ASSESSOR'S PARCEL NO.: 04-261-25-100

EXCEPTIONS

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2007-2008, A LIEN, NOT YET DUE OR PAYABLE.
2. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2006-2007 ARE NOT ASSESSED AT THIS TIME.

*** NOTE: THIS TRANSACTION IS NOT ELIGIBLE FOR THE SHORT TERM RATE.

*** CHAIN OF TITLE REPORT:

ACCORDING TO THE PUBLIC RECORDS, NO DEEDS CONVEYING THE PROPERTY DESCRIBED IN THIS REPORT HAVE BEEN RECORDED WITHIN A PERIOD OF 2 YEARS PRIOR TO THE DATE OF THIS REPORT, EXCEPT AS SHOWN HEREIN:

NONE

*** NOTICE REGARDING FUNDS DEPOSITED IN ESCROW:

CALIFORNIA INSURANCE CODE SECTION 12413.1 REGULATES THE DISBURSEMENT OF ESCROW AND SUB-ESCROW FUNDS BY TITLE COMPANIES. THE LAW REQUIRES THAT FUNDS BE DEPOSITED IN THE TITLE COMPANY ESCROW ACCOUNT AND AVAILABLE FOR WITHDRAWAL PRIOR TO DISBURSEMENT. FUNDS DEPOSITED WITH THE COMPANY BY WIRE TRANSFER MAY BE DISBURSED UPON RECEIPT. FUNDS DEPOSITED WITH THE COMPANY VIA CASHIER'S OR TELLER'S CHECKS DRAWN ON A CALIFORNIA BASED BANK MAY BE DISBURSED THE NEXT BUSINESS DAY AFTER THE DAY OF DEPOSIT. IF FUNDS ARE DEPOSITED WITH THE COMPANY BY OTHER METHODS, RECORDING AND/OR DISBURSEMENT MAY BE DELAYED.

*** CANCELLATION NOTE:

THIS REPORT IS SUBJECT TO A MINIMUM CANCELLATION CHARGE OF \$400.00 AS REQUIRED BY SECTION 12404 OF INSURANCE CODE AND RULE 2 OF BULLETIN NO. NS-35E.

PARCEL DIARY



FIELD SERVICES, INC.
September 6, 2007

1600 Sacramento Inn Way, Suite 216
Sacramento, California 95815
Office: 916/564-9980
Facsimile: 916/564-9985
E-Mail: sacramento@ufsrw.com

Pacific Gas and Electric
Attn: Keith Lamb
2730 Gateway Oaks Drive
Sacramento, California 95833

RE: Notice of Intent to Appraise
Site Address: 1284 Broadway
Placerville, CA 95667

APN: 004-261-25-10

To Whom It May Concern:

Universal Field Services, Inc. has been retained by Quincy Engineering for the City of Placerville to acquire right-of-way required for the Blairs Lane Bridge Project.

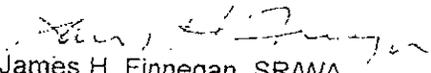
The next step in the process is to appraise the right-of-way requirements for the project. Portions of your property referenced above may be required for the project, for which you will receive fair market compensation.

The right-of-way acquisition firm of Universal Field Services, Inc. and the appraisal firm of KR McBay Company have been retained to provide a professional real estate appraisal of the right-of-way requirement for your property. The appraisals are being conducted at the request of the City of Placerville, California.

I would like to offer you the opportunity to accompany the appraiser during his inspection of your property. If you wish to accompany the appraisers when the property is inspected, please contact Ken McBay at (209) 634-0402 or (916) 402-7397 as soon as you receive this letter. Shortly after completion of the appraisal, an acquisition representative from Universal Field Services will set up an appointment with you to discuss purchasing the portion of your property required for this project.

Thank you for your cooperation and assistance in this matter.

Sincerely,
UNIVERSAL FIELD SERVICES, INC.


James H. Finnegan, SR/WA
Senior Vice President

CC: Ken McBay, KR McBay Company
Carolyn Davis, Quincy Engineering

COORDINATED RIGHT OF WAY SERVICES SINCE 1958

Advice 3744-E

Attachment 3
Mitigated Negative Declaration

PO7-300

231

(66)

City of Placerville Public Works Engineering

November 2006

MITIGATED NEGATIVE DECLARATION

Applicant: City of Placerville
d.b.a. City of Placerville Public Works Engineering Department
City Hall
Third Floor
3101 Center Street
Placerville, CA 95667

Project Name: Blairs Lane Bridge (25C-0012) at Hangtown Creek

PROJECT DESCRIPTION: The proposed project consists of replacing the existing 31-foot long single span, steel stringer bridge with a concrete deck supported on concrete abutments with a 41-foot long single span cast in place pre-stressed concrete bridge. Bridge 25C-0012 is located on Blairs Lane at Hangtown Creek. Broadway is the nearest cross street to the north of the bridge and Baco Drive is the nearest cross street to the south.

Purpose and Need

Bridge 25C-0012 is considered functionally obsolete with a sufficiency rating of 58.7. The purpose of this project is to replace the functionally obsolete bridge and improve public safety. Bridge 25C-0012 is considered functionally obsolete due to the following:

- The 16-foot wide bridge does not meet the minimum standards for road width for the estimated average daily trips (ADT).
- The 50- and 100-year flows in Hangtown Creek overtop the bridge.
- An old concrete dam/flashboard structure in the channel impedes flows, causes bank erosion, and increases surface water elevation.
- The bridge rail consists of nonstandard timber rails on decaying timber posts.
- There is no bridge approach rail.
- The steel girders have minor to moderate rust.
- There is inadequate width for pedestrian use.

Roadway

The proposed project provides a tangent horizontal alignment in approximately the same location as the existing roadway. Most of the road widening associated with the proposed project will be located on the east side of Blairs Lane. Road widening will require right of way (ROW) acquisition on both sides of the road to provide two standard 12-foot wide travel lanes, five-foot wide shoulders, and five-foot wide sidewalks on both sides.

Retaining walls may be used to avoid existing utilities, oak trees, and other improvements south of Bridge 25C-0012. Retaining wall types could range from a Caltrans standard cantilever wall, to modular block landscaping walls. The type and location of retaining walls will be determined during final design.

North of Bridge 25C-0012, Blairs Lane will be raised two feet from the existing grade in order to accommodate hydraulic design constraints. The road profile at the intersection of Blairs Lane and Broadway will not be changed. This allows Broadway to maintain its existing grade. The two gas station driveways north of the bridge will be raised and reconstructed to match the proposed Blairs Lane road profile. The roadway alignment south of the bridge will be designed in coordination with the Lakemont project to conform grades and location.

Approach rails are proposed for the south bridge approach. Standard metal beam approach rails are not feasible for the north approach. Approach speeds are expected to be less than 25 miles per hour at the north end, which compensates for the lack of approach rails.

Structure Type Selection

The proposed bridge will consist of a 41-foot long single span structure. The bridge deck will be a cast in place structure of pre-stressed concrete. The abutments will be diaphragm-type, supported on spread footings or pile foundations. The minimum soffit elevation is designed to accommodate the 50-year flood plus two feet of freeboard.

Right-of-Way

The existing roadway corridor south of the bridge is a Caltrans easement. The City's standard right-of-way (ROW) width for a local road is 50 feet (25 feet on each side of the centerline). Slope easements will be required for maintenance purposes for fill slopes that extend beyond the 50-foot ROW corridor. In addition to permanent ROW acquisition, temporary construction easements will be required for construction of driveways, construction access, and staging areas. Seven separate parcels may be affected requiring either a temporary construction easement or permanent acquisition.

Utilities

An existing 6-inch sewer line from Baco Drive to the bridge will be relocated. The new sewer line will cross the bridge and connect to the sewer main that runs parallel to the north side of Hangtown Creek. An existing 8-inch water line will be relocated from Baco Drive and across the bridge in order to connect with the supply line on the north side of the bridge. Underground electric lines cross the existing bridge and will need to be relocated into the new bridge. Short retaining walls may be required along the west edge of Blairs Lane to avoid impacts to the large PG&E overhead transmission lines. Shared overhead electric (service), phone, and cable lines will be relocated underground. Utility duct openings will be required on the bridge for sewer, water, electric, phone, and cable. Several existing ground water monitoring wells, located within the roadway of Blairs Lane northeast of the bridge, will need to be maintained and adjusted to the new grade.

Traffic and Construction Staging

In order to keep the bridge open to traffic during construction, the proposed bridge will be built in stages. One lane of traffic will be maintained throughout construction. During Stage 1, the eastern portion of the new bridge will be constructed leaving the existing bridge in place. A small portion of the eastern edge of the existing bridge will be removed to facilitate Stage 1 construction of the new alignment. During Stage 2, traffic will be shifted onto the new bridge, while the existing bridge is removed and the western portion of the new bridge is constructed. Stage 3 will complete the bridge with a closure pour and completing the railing and sidewalk on the east side.

Project Specific Contract Provisions

Soil and ground water testing will be conducted during final design. If concentrations of toxic material exceed the acceptable concentration levels as defined by State law, then a project specific provision will be included in the construction contract. The contractor will be required to conduct an independent soil test to determine toxicity. Contaminated materials will be disposed at a Class 1 disposal facility. The contaminated material may be disposed at a Class 2 disposal facility if the disposal facility is permitted by the Central California Regional Water Quality Control Board to receive the particular contaminate.

Project Location: The proposed project is located on Blairs Lane at Hangtown Creek in the City of Placerville, CA (Figure 1 in Appendix A). The nearest cross street is Broadway, 100 feet south of the bridge. The project is located on the Placerville USGS topographic quadrangle (T10N, R11E, Section 8).

The project study area includes the Blairs Lane right-of-way (ROW), the bridge that crosses Hangtown Creek, and temporary construction easements.

Environmental Analysis: This document has been prepared in accordance with the requirements of the California Environmental Act of 1970 (CEQA) and its guidelines.

Categorical Exclusion: The Federal Highway Administration (FHWA) is providing financial assistance for this project under the Federal Highway Bridge Replacement and Rehabilitation (HBRR) program. The FHWA must make a National Environmental Policy Act (NEPA) finding prior to releasing the funds. The Caltrans Local Assistance project manager determined that this project would be a NEPA Categorical Exclusion, with the submittal of required technical studies. The FHWA will also be reviewing the project's structure design and configuration.

Negative Declaration: A Mitigated Negative Declaration (MND) has been prepared to address the environmental impacts associated with the project pursuant to the provisions of CEQA. The MND for this project was prepared in accordance with Sections 15070-15075 of CEQA. The City of Placerville, d.b.a. City of Placerville Department of Public Works Engineering has assumed the Lead Agency responsibility for the environmental analysis pursuant to CEQA.

Environmental Determination: The project as proposed was determined to not have a potential adverse environmental impact under CEQA. As a result, an EIR is not required and an MND was prepared.

The MND has been prepared for the project and will be circulated for a 30-day public review period. The City of Placerville Planning Commission will have a public hearing prior to certifying the MND. Written comments regarding the project and/or the adequacy of the draft MND can be made to the City of Placerville Department of Public Works Engineering.

Permits: Permits needed for this project include a Section 404 of the Clean Water Act (CWA) Nationwide permit. The Local Assistance project manager indicated that a Categorical Exclusion will be prepared for this project. Therefore, the Corps would issue a Section 404 Nationwide 23 permit (NWP 23) for Approved Categorical Exclusions. The project would need to obtain a Section 401 of the CWA Water Quality Certification and a Phase II National Pollution Discharge Elimination System permit from the Regional Water Quality Control Board (RWQCB) and a 1602 Streambed Alteration Agreement from the California Department of Fish and Game (DFG).

Availability of Documents: The project application file (Zone File #2006-0) and all referenced documents are available for review at the City of Placerville Department of Public Works Engineering, City Hall, Third Floor, 3101 Center Street, Placerville, CA 95667.

ENVIRONMENTAL CHECKLIST FORM

1. Project title: Blairs Lane Bridge (25C-0012) Replacement at Hangtown Creek
2. Lead agency name and address: City of Placerville Department of Public Works Engineering
City Hall, Third Floor
3101 Center Street
Placerville, CA 95667
3. Contact person and phone number: Planning
Steve Calfee - 530/ 642-5252

Engineering
Richard Tippett P.E., T.E. - 530/ 642-4250 ext 236
4. Project location: Blairs Lane at Hangtown Creek in the City of Placerville, El Dorado County. Broadway is located \pm 100 feet south of the Blairs Lane Bridge (25C-0012).
5. Project sponsor's name and address: City of Placerville (same as lead agency)
6. General plan designation: Not applicable
7. Zoning: Not applicable
8. Description of project: The proposed project consists of replacing the existing 31-foot long single span, steel stringer bridge with a concrete deck supported on concrete abutments with a 41-foot long single span cast in place pre-stressed concrete bridge supported on abutments supported with anchored footings.
9. Surrounding land uses and setting: Briefly describe the project's surroundings.

North of Bridge 25C-0012, gas stations are located on the east and west sides of Blairs Lane. Hangtown Creek flows from east to west under Bridge 25C-0012. A Caltrans maintenance yard is located on the east side of Blairs Lane south of the bridge and a PG&E maintenance yard is located on the west side of the Blairs Lane south of the bridge.
10. Other public agencies whose approval is required (e.g., permits, financial approval, or participation agreement):

The FHWA and Caltrans must review and approve the project to provide funding. Permits needed for this project include a Section 404 CWA NWP 23 from the Corps, a Section 401 CWA Water Quality Certification and a Phase II National Pollution Discharge Elimination System permit from the RWQCB, and a 1602 Streambed Alteration Agreement from the DFG.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental topics checked below require mitigation measures to reduce the significance of potential impacts to a less than significant level.

<input type="checkbox"/> Aesthetics Land Use/ Planning	<input type="checkbox"/> Agricultural Resources
<input type="checkbox"/> Air Quality	<input checked="" type="checkbox"/> Biological Resources
<input checked="" type="checkbox"/> Cultural	<input type="checkbox"/> Geology/ Soils
<input type="checkbox"/> Hazards & Hazardous Materials	<input type="checkbox"/> Hydrology/ Water Quality
<input type="checkbox"/> Land Use and Planning	<input type="checkbox"/> Mineral Resources
<input type="checkbox"/> Noise	<input type="checkbox"/> Population/ Housing
<input type="checkbox"/> Public Services	<input type="checkbox"/> Recreation
<input type="checkbox"/> Transportation/ Traffic	<input type="checkbox"/> Utilities/ Service Systems
<input type="checkbox"/> None Identified	<input type="checkbox"/> Mandatory Findings of Significance

EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impacts simply do not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, than the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4. "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR or other CEQA process, an effect has been adequately analyzed in an earlier EIR or Negative Declaration (Section 15063(c)(3)(D)). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less Than Significant With Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate references to information sources for potential impacts into the checklist (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources. A source list should be attached and other sources used or individuals contacted should be cited in the discussion.
8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
9. The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significant.

EVALUATION OF ENVIRONMENTAL IMPACTS

PS = Potentially Significant
 MM = Less Than Significant with Mitigation Incorporation
 LTS = Less Than Significant
 NI = No Impact

	PS	MM	LTS	NI
DISCUSSION				
1. Aesthetics				
<i>Would the project:</i>				
<p>a. <i>Have a substantial adverse affect on a scenic vista?</i></p> <p>Although the project study area is located within 1,000 feet of the designated scenic State Highway 50, the project site is not visible from State Highway 50.</p>				X
<p>b. <i>Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings with a state scenic highway?</i></p> <p>Blairs Lane is not a scenic highway. State Highway 50 east of Placerville is a designated State scenic highway and Highway 49 south of, through, and north of Placerville is eligible for designation as a State scenic highway. The project site is not visible from either State Highway 50 or Highway 49.</p>				X
<p>c. <i>Substantially degrade the existing visual character or quality of the site and its surroundings?</i></p> <p>The proposed project includes specialty railings, matching the railings currently under construction for the Bedford Avenue crossing at Hangtown Creek, in order to ensure that the bridge enhances the visual surroundings.</p>				X
<p>d. <i>Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?</i></p> <p>The new concrete bridge would not create a new source of glare, and no night lighting would be installed on the new bridge.</p>				X

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 MM = Less Than Significant with Mitigation Incorporation
 LTS = Less Than Significant
 NI = No Impact

DISCUSSION

PS MM LTS NI

2. Agricultural Resources

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

- a. *Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*

X

This project does not involve the conversion of agricultural land.

- b. *Conflict with applicable existing zoning for agricultural use or a Williamson Act contract?*

X

No.

Source: City of Placerville Zone Map.

- c. *Involve other changes in the existing environment, which due to their location or nature, could result in conversion of Farmland to non-agricultural use?*

X

No.

Source: City of Placerville Zone Map.

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LTS = Less Than Significant
NI = No Impact

DISCUSSION

PS MM LTS NI

3. Air Quality

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

- a. *Would the project conflict with or obstruct implementation of the applicable air quality plan?*

X

Replacement of Bridge 25C-012 is not currently identified in the Sacramento Metropolitan Transportation Plan 2027 (Sacramento Area Council of Governments July 2005). The project is expected to be consistent the policies in the Plan. Source: Sacramento Metropolitan Transportation Plan 2027 (Sacramento Area Council of Governments July 2005).

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 NI = No Impact

DISCUSSION

PS MM LTS NI

b. *Violate any air quality standard or contribute substantially to an existing or projected air quality violation?*

X

El Dorado County is in nonattainment status for both federal and state ozone standards and the state PM₁₀ standard. Construction activities would result in short-term increases in emissions from the use of heavy equipment that generate dust, exhaust, and tire-wear emissions and from paints and coatings. Project construction would create short-term increases in ROG, NO_x, and PM₁₀ emissions from vehicle and equipment operation.

The project would result in short-term, temporary air pollutant emissions from construction activities. Construction emissions were estimated for the project using the Sacramento Air Quality Management District's *Road Construction Emissions Model, Version 5.1* as recommended in the El Dorado County AQMD *Guide to Air Quality Assessment*. The results are in **Table 3-1**.

Table 3-1. Estimated Construction Emissions

Project Phases	ROG lbs/day	CO lbs/day	NO _x lbs/day	PM ₁₀ lbs/day	Exhaust PM ₁₀ lbs/day	Fugitive Dust PM ₁₀ lbs/day
Grubbing/land clearing	8	37	40	12	2	10
Grading/excavation	8	40	45	12	2	10
Drainage/utilities/sub-grade	9	38	40	12	2	10
Paving	3	15	19	1	1	0
Maximum lbs/day	9	40	45	12	2	10
Significance Threshold	82	AAQS	82	AAQS	N/A	N/A
Significant?	NO	NO	NO	NO	N/A	N/A

As noted in the AQMD CEQA Guide, CO and PM10 Total Average Daily Emissions are calculated in lbs/day when using the Roadway Construction Emissions Model and must be converted to ambient concentrations. See Table 4-3 for CO Concentration and Significance Determination. Data entered to emissions model: Project Start Year: 2007; Project Length (months): 24; Total Project Area (acres): 1; Total Soil Imported/Exported (yd³/day): 100. PM₁₀ estimates assume 50% control of fugitive dust from watering and associated dust control measures.

Total PM₁₀ emissions are the sum of *exhaust* and *fugitive dust* emissions.

Source: Emissions estimated using Sacramento Metropolitan Air Quality Management District's Road Construction Emissions Model, Version 5.1

None of the estimated emissions exceed the County's significance threshold

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DISCUSSION

PS MM LTS NI

c. *Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?*

X

The new bridge will not change from traffic volumes evaluated under the Eskaton Village CEQA evaluation. The new bridge would not generate a considerable net increase of a criteria pollutant within a non-attainment area.

d. *Expose sensitive receptors to substantial pollutant concentrations?*

X

A list of the addresses of the public and private schools and daycare facilities was obtained to determine the distance of these buildings to the project study area. The nearest school is located approximately 0.5 mile northeast of the project study area. State Highway 50 is located between Bridge 25C-0012 and the school. The project is not expected to expose sensitive receptors to substantial pollutant concentrations.

e. *Create objectionable odors affecting a substantial number of people?*

See response to Question 3d.

PS = Potentially Significant
MM = Less Than Significant with Mitigation Incorporation
LTS = Less Than Significant
NI = No Impact

DISCUSSION

PS MM LTS NI

4. **Biological Resources**

Would the project:

- a. *Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?*

X

Discussions of potential impacts to biological and wetlands resources and mitigation measures were evaluated in the Natural Environment Study Report (NES) for Blairs Lane Bridge at Hangtown Creek Replacement (Sycamore Environmental 2006).

Northwestern Pond Turtle (NWPT; *Clemmys marmorata marmorata*)
Impacts

NWPT is a state species of concern. This species was not observed during biological surveys. No breeding habitat occurs on the project site because the steep banks are too shaded. Foraging habitat is present in the water of Hangtown Creek.

The following construction activities could impact NWPT if one were present.

- Operation of graders, trucks, and other equipment in Hangtown Creek.
- Removal of vegetation from the site.
- Installation of a temporary cofferdam.
- Removal of the existing bridge.
- Installation of new concrete abutments.
- Installation of rock slope protection for erosion control, If it is determined that RSP is necessary.
- Accidental spill of contaminants (e.g., gasoline, oil, etc.) into the creek.

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LTS = Less Than Significant
NI = No Impact

DISCUSSION

PS

MM

LTS

NI

Implementation of the following mitigation measures will ensure that potential impacts to NWPT are reduced to a less than significant level.

Mitigation Measures 4.1

- A preconstruction survey of the PSA will be conducted for NWPT prior to initial construction activities. A qualified biologist will be present during grubbing and clearing activities in the riparian corridor to ensure that no NWPT are present. If an NWPT is observed in the construction area, construction shall stop within 100 ft of the animal. Construction will not commence until the biologist determines that the NWPT has left the construction zone.
- Environmentally Sensitive Areas (ESAs) will be established along the boundaries of the PSA to exclude construction activities from the riparian habitat that is not to be affected. Temporary exclusionary fencing will be installed to define the limits of the ESA. Signs will be placed on the exclusionary fencing that state "Environmentally Sensitive Area – Area Off Limits."
- Contract and bid specifications will require contractor to implement best management practices (BMPs) to prevent impacts to water quality in Hangtown Creek.
- Riparian vegetation will be avoided to the maximum extent practicable. California native tree species 5 inches dbh or greater that are removed will be replaced in the PSA.

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MM = Less Than Significant with Mitigation Incorporation
LTS = Less Than Significant
NI = No Impact

DISCUSSION

PS

MM

LTS

NI

Yuma Myotis Bat (*Myotis yumanensis*) Impacts

This species is considered a local species of concern. Yuma myotis bat was not observed in the project study area. The existing bridge steel girder substructure is poor roosting habitat for bats. There are utility openings in the concrete abutments that could provide access to the abutment interior or seasonal roosting habitat. Hangtown Creek provides foraging habitat this species. If Yuma myotis bats were present in the concrete abutments or were foraging around the bridge, then the following construction activities could impact the species:

- Operation of graders, trucks, and other equipment in Hangtown Creek.
- Removal of vegetation from the site.
- Removal of the existing bridge.

Mitigation Measures 4-2.

- A preconstruction survey of the PSA will be conducted prior to initial construction activities to determine if bats are present and would be affected.
- If present, they will be removed from the construction zone.

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LTS = Less Than Significant
NI = No Impact

DISCUSSION

PS

MM

LTS

NI

Migratory Bird Impacts

Migratory birds are protected under the Migratory Bird Treaty Act (MBTA) of 1918 (16 U.S.C. 703-711). Migratory birds, including cliff swallow, barn swallow, and phoebe, nest on bridges and other man-made structures. The breeding season for these species occurs between 1 March and 31 August. Under the Migratory Bird Treaty Act, nests of migratory birds that contain eggs are not to be disturbed during the breeding season. Section 3503.5 of the Fish and Game Code make it unlawful to take, possess any bird of prey.

Construction is scheduled to occur between 15 May and 15 October, which is during the nesting season for swallows and other migratory birds, and raptors. The following mitigation measures will be implemented to reduce potential impacts to a level of less than significant:

Mitigation Measures 4-3

Techniques to prevent nest establishment at the bridge include the following:

- The contractor can visit the site weekly and remove partially completed nests using either hand tools or high pressure water; or
- Hang netting from the bridge before nesting begins. If this technique is used, netting should be in place from late February until September of the year in which the bridge will be removed.
- A preconstruction survey for raptor and migratory bird nests will be conducted no more than two weeks prior to construction. If no raptor nests are found, then no additional avoidance and minimization measures are necessary.
- No trees that contain active bird nests protected by MBTA shall be disturbed until all eggs have hatched and young birds have fledged without prior consultation and approval of a DFG representative.

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 LTS = Less Than Significant
 NI = No Impact

DISCUSSION

PS MM LTS NI

b. *Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?*

X

Sensitive natural communities include rare communities, communities that are adversely affected by minimal disturbance, and communities that provide habitat for special-status plant or wildlife species. Sensitive natural communities on the project site include mixed oak woodland, riparian woodland, and Hangtown Creek.

Trees on-site include Valley oak, black oak, ponderosa pine, gray pine, and Douglas fir. Minimization efforts will include marking the limits of construction with temporary fencing to prevent impacts to trees not scheduled for removal. A total of 25 trees are scheduled for removal from the project site.

Mitigation Measures 4-4

- Replace removed native trees at a 2:1 ratio in the project study area.

c. *Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

X

Hangtown Creek is a jurisdictional waters of the U.S. as defined by section 404 of the Clean Water Act (CWA). Approximately 0.037 acre of jurisdictional waters of the U.S. occurs in the project site. A total of 0.005 acre of Hangtown Creek will receive temporary impacts and up to 0.025 acre will receive permanent impacts.

A Section 404 nationwide 23 permit for NEPA categorical exclusion projects, a Section 401 Water Quality Certification, and a DFG 1602 Streambed Alteration Agreement will be obtained prior to commencement of construction. The bid specifications and contract will specify that the contractor will comply with the terms and conditions outlined in the permits.

Revegetation of temporarily disturbed areas of the bed and bank of Hangtown Creek and the planting of replacement trees in the riparian woodland ensure that impacts to this resource are less than significant.

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 MM = Less Than Significant with Mitigation Incorporation
 LTS = Less Than Significant
 NI = No Impact

DISCUSSION

PS MM LTS NI

d. *Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

X

Refer to the response for Question 4a.

e. *Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*

X

The City of Placerville's Woodland and Forest Conservation Ordinance applies to discretionary residential subdivision projects. The proposed project is an infrastructure improvement project that includes the replacement of native trees removed with the planting of native trees at a 2:1 ratio (NES Sycamore Environmental 2006). Therefore, the Forest Conservation Ordinance does not apply to the proposed project.

f. *Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?*

X

The City of Placerville does not have an adopted Habitat Conservation Plan.

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NI = No Impact

DISCUSSION

PS MM LTS NI

5. Cultural Resources

Would the project:

- a. *Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?*

X

No historical resources were observed in the project study area.

Source: Archeological Survey Report (ASR) for the Blairs Lane Bridge (25C-0012) Replacement Project, in Placerville, El Dorado County, California (Tremaine and Associates, Inc. September 2006)

- b. *Cause a substantial adverse change in the significance of an archeological resource pursuant to Section 15064.5?*

X

No archeological resources, as defined in Section 15064.5, are expected to occur within the project study area. However, if construction should uncover any potential artifacts an archeologist will need to determine the significance of the artifact and determine procedures to protect the resource.

Archeological Resources Mitigation

- If subsurface archaeological or historical remains (including, but not limited to, unusual amounts of bones, stones, or shells) are discovered during excavation or construction of the site, work within 100 feet of the affected area shall stop immediately and a qualified archaeologist and a representative of the Native American Heritage Commission shall be consulted to develop, if necessary, further mitigation measures to reduce any archaeological impact to a less-than-significant level before construction continues.

Source: ASR (Tremaine and Associates, Inc. September 2006)

- c. *Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?*

X

No paleontological resources or unique geological features were observed in the project study area.

Source: ASR (Tremaine and Associates, Inc. September 2006)

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MM = Less Than Significant with Mitigation Incorporation
LTS = Less Than Significant
NI = No Impact

DISCUSSION

PS MM LTS NI

d. *Disturb any human remains, including those interred outside of formal cemeteries?*

X

No human remains, including those interred outside of formal cemeteries were observed in the project study area. State Health and Safety Code Section 7050.5 requires construction to stop and no further disturbance shall occur if previously unidentified human remains are unearthed during ground disturbing activities. The Public Resources Code Section 5097.98 requires that the County Coroner be notified to make the necessary findings as to origin and disposition. Adherence to these laws ensures that the project will have a less than significant impact on human remains.

Source: ASR (Tremaine and Associates, Inc. September 2006)

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 LTS = Less Than Significant
 NI = No Impact

DISCUSSION

PS MM LTS NI

6. Geology and Soils

Would the project:

a. *Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:*

i) *Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.*

X

The City of Placerville is not in a fault zone.

Source: Fault-Rupture Hazard Zones in California, Special Publication 42, Revised 1997.

ii) *Strong seismic ground shaking?*

X

Placerville is in the 10 – 20% peak ground acceleration. The project is not in a seismic hazard zone.

Source: Posting of Natural Map Disclosure Notices, dated 5 June 1998; Counties Affected By Earthquake Fault Zone or Seismic Hazard Zones as of 1 June 1998, prepared by the Division of Mines and Geology.

iii) *Seismic-related ground failure, including liquefaction?*

X

The colluvial/ alluvial and fill soils possibly present under Blairs Lane may be susceptible to densification or liquefaction under seismic shaking during periods of high water. The potential for seismically induced hazards including liquefaction, lateral spreading, or densification to occur is considered low and the conditions are not expected to be of concern for structures supported by foundations bearing in bedrock, i.e., Bridge 25C-0012.

Source: Preliminary Foundation Report for Blairs Lane Bridge at Hangtown Creek, Placerville, CA, dated 10 July 2006. Taber Consultants.

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 NI = No Impact

DISCUSSION

PS MM LTS NI

iv) Landslides?

X

No. Terrain in the project study area is generally level.

Source: Figure 1 Project Location Map.

b. Result in substantial soil erosion or the loss of topsoil?

X

Soil types in the PSA include: Mariposa gravelly silt loam, 3 to 30 percent slopes (slight to moderate erosion hazard); Mariposa very rocky silt loam, 3 to 50 percent slopes (slight to high erosion hazard); and wet alluvial land (slight erosion hazard). Disturbed areas not paved with asphalt will be restored and revegetated at the earliest practicable date. This is expected to ensure that the project will not result in the loss of substantial soil erosion or the loss of topsoil.

Source: Natural Resource Conservation Service (previously Soil Conservation Service) soil maps for El Dorado County (SCS 1974).

c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

X

No.

Source: Preliminary Foundation Report, Taber Consultants July 2006.

d. Be located on a geologic unit or soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

X

No.

Source: Preliminary Foundation Report, Taber Consultants July 2006.

e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

X

No septic tank or wastewater disposal systems are involved with this project.

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MM = Less Than Significant with Mitigation Incorporation
LTS = Less Than Significant
NI = No Impact

DISCUSSION

PS MM LTS NI

7. Hazards and Hazardous Materials

Would the project:

- a. *Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*

X

The project does not involve the transport or use of hazardous materials.

Taber Consulting prepared an Initial Site Assessment (ISA) of the project study area in September 2006. The ISA found that construction activities adjacent to the Hangtown Fuel Stop and Tesoro Gasoline Station located at 1312 and 1296 Broadway, respectively, could expose soils and groundwater contaminated by petroleum products and other hazardous substances associated with service station operations. The ISA describes the likelihood of project construction to encounter significant amounts of hazardous material as moderate (Taber September 2006).

The ISA also found that there is a potential for the presence of aerially deposited lead (ADL) along the shoulders of Blairs Lane and Broadway (Taber September 2006). The ISA recommends that additional soil and groundwater tests be conducted to determine the extent of hazardous materials. It is expected that the conditions can be mitigated by typical engineering practice (Taber September 2006). Additional soil and ground water testing will be conducted during final design (pers. comm. Ms. Carolyn Davis, Quincy Engineering). If concentrations of toxic materials exceed the acceptable concentrations as set by State law, then a project specific condition will be made part of the construction contract. State law requires the contractor to again test the material and dispose of it at a Class 1 landfill or a Class 2 landfill if the landfill is authorized by the Regional Water Quality Control Board to accept the toxic material.

Project compliance with the regulatory regime for the treatment of hazardous and toxic materials removed from the project site reduces the potential impacts to a less than significant level.

PS = Potentially Significant
 MM = Less Than Significant with Mitigation Incorporation
 LTS = Less Than Significant
 NI = No Impact

DISCUSSION

PS MM LTS NI

b. *Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*

X

Fuel, cleaning solvents, paint, oil, or other hazardous material could be accidentally spilled in the process of construction. The following standard practices would be incorporated into construction plans to protect construction workers and the public from accidental release of hazardous materials:

- The construction contractor will ensure proper labeling, storage, handling, and use of hazardous materials in accordance with best management practices and the Occupational Safety and Health Administration's HAZWOPER requirements;
- The construction contractor will ensure that employees are properly trained in the use and handling of these materials and that each material is accompanied by a material safety data sheet;
- All reserve fuel supplies and hazardous materials will be stored on pallets within fenced and secured construction areas and protected from exposure to weather. Incompatible materials will be stored separately, as appropriate;
- Equipment refueling and maintenance will take place only within staging areas.

c. *Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

X

The nearest school is approximately 0.50 mile northeast of the project study area on the north side of Highway 50.

Source: Figure 1 Project Location Map.

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 NI = No Impact

DISCUSSION

PS MM LTS NI

d. *Be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?* X

No. No Federal superfund, State response, voluntary clean up, or school clean up sites are listed in the City of Placerville.

Source: California Department of Toxic Substance Control data base accessed 11 September 2006.

e. *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public use airport, would the project result in a safety hazard for people residing or working in the project area?* X

The project study area is located approximately one mile north west of the public Placerville Airport. The proposed project is not expected to expose people in the project study area to safety hazards because the project will not interfere with air traffic.

Source: Figure 1 Project Location Map.

f. *For a project located within the vicinity of a private air strip, would the project result in a safety hazard for people residing or working in the project area?* X

The project study area is not within the vicinity of a private airport.

Source: Figure 1 Project Location Map.

g. *Impair implementation of or physically interfere with an adopted emergency response plan?* X

Staged construction is proposed to replace the bridge. Therefore, circulation across the bridge will be maintained throughout construction.

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MM = Less Than Significant with Mitigation Incorporation
LTS = Less Than Significant
NI = No Impact

DISCUSSION

PS

MM

LTS

NI

h. Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

X

Blairs Lane is mapped in an area designated "developed, nonflammable." Therefore, wildland fires do not pose a significant threat.

Source: Department of Forestry and Fire Protection Fire Environment Map, (September 2000).

PS = Potentially Significant
 MM = Less Than Significant with Mitigation Incorporation
 LTS = Less Than Significant
 NI = No Impact

DISCUSSION

PS MM LTS NI

8. Hydrology and Water Quality

Would the project:

- a. *Violate any water quality standards or waste discharge requirements?*

X

The bridge replacement will not violate water quality or waste discharge requirements. Water quality objectives will be met through adherence to construction provisions, precautions, and stipulations as described in the NPDES, Section 404, Section 401, and 1602 Streambed Alteration Agreement permits. Coverage under the Statewide General Permit for Discharges of Storm Water Associated with Construction Activity, Order No. 99-08 DWQ will be obtained. In accordance with the provisions of the General Permit, the contractor will be required to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) to reduce or minimize discharge of pollutants from construction activities.

- b. *Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?*

X

The project would not involve any withdrawals from an aquifer or groundwater table.

- c. *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site?*

X

The project would not alter the course of Hangtown Creek or substantially alter drainage patterns within the project site. Hangtown Creek would retain its approximate function with slightly increased capacity due to the raised soffit elevation of the bridge. Creek banks temporarily disturbed during construction will be revegetated as necessary.

Source: Bridge 25C-012 NES.

PS = Potentially Significant
 MM = Less Than Significant with Mitigation Incorporation
 LTS = Less Than Significant
 NI = No Impact

DISCUSSION

PS MM LTS NI

- d. *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?*

X

The project would not alter the course of Hangtown Creek or substantially alter drainage patterns within the project site that would cause flooding on- or off-site. The raised soffit elevation for the new bridge will allow the passage of the 50-year storm plus two feet freeboard. Pursuant to federal regulations, a Floodplain Only Practicable Alternative finding will be prepared for constructing in the 100-year floodplain and it will be filed with the County Clerk.

Source: Bridge 25C-012 NES.

- e. *Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?*

X

The replacement of Bridge 25C-012 would not provide additional sources of runoff compared with the existing bridge. Water quality during project construction will be protected by adherence to construction provisions, precautions, and stipulations as described in the NPDES, Section 404, Section 401, and 1602 Streambed Alteration Agreement permits.

- f. *Otherwise substantially degrade water quality?*

X

See response to Question 8a.

- g. *Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?*

X

The project does not involve the construction of housing.

- h. *Place within a 100-year flood hazard area structures, which would impede or redirect flood flows?*

X

See response to Question 8d.

PS = Potentially Significant
MM = Less Than Significant with Mitigation Incorporation
LTS = Less Than Significant
NI = No Impact

DISCUSSION

PS

MM

LTS

NI

i. *Expose people or structures to a significant risk or death involving flooding, including flooding as a result of the failure of a levee or dam?*

X

No.

Source: State Office Emergency Services dam inundation area maps (December 2003).

j. *Inundation by seiche, tsunami, or mudflow?*

X

No.

Source: Figure 1 Project Location Map.

PS = Potentially Significant
 MM = Less Than Significant with Mitigation Incorporation
 LTS = Less Than Significant
 NI = No Impact

DISCUSSION

PS MM LTS NI

9. Land Use and Planning
Would the project:

a. *Physically divide an established community?*

X

No.

Source: Figure 1 Project Location Map.

b. *Conflict with applicable land use plan, policy, or regulation with jurisdiction over the project (including, but not limited to general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?*

X

No. The project will comply with the policies and regulations of agencies within which it is located: Caltrans, FHWA, Corps, RWQCB, and DFG.

c. *Conflict with any applicable habitat conservation plan or natural community conservation plan?*

X

The City of Placerville does not have an adopted Habitat Conservation Plan.

PS = Potentially Significant
MM = Less Than Significant with Mitigation Incorporation
LTS = Less Than Significant
NI = No Impact

DISCUSSION

PS

MM

LTS

NI

10. Mineral Resources

Would the project:

- a. *Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*

X

Replacement of bridge 25C-012 will not change the existing availability of minerals in the region.

- b. *Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?*

X

Replacement of bridge 25C-012 will not change the existing availability of locally important mineral resource recovery sites.

Source: El Dorado County General Plan 2003 Important Mineral Resource Areas map and Figure 1 Project Location Map.

PS = Potentially Significant
 MM = Less Than Significant with Mitigation Incorporation
 LTS = Less Than Significant
 NI = No Impact

DISCUSSION

PS MM LTS NI

11. Noise

Would the project result in:

- a. *Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinances, or applicable standards of other agencies?*

X

Replacement of bridge 25C-012 will not change the volume of traffic on Blairs Lane more than was evaluated in the Eskaton Village CEQA evaluation. Noise generated by mobile sources is not expected to result in a change to the existing noise environment.

- b. *Exposure of people to or generation of excessive groundborne noise levels?*

X

Replacement of bridge 25C-012 will not change the volume of truck traffic along Blairs Lane. Groundborne noise levels generated by passing trucks is not expected to change as a result of the project.

- c. *A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?*

X

See response to Question 11a and 11b.

- d. *A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?*

X

Construction of the bridge replacement will involve the use of heavy equipment. The equipment could generate increases in the ambient noise level outside of the project study area. However, these increases would be temporary and periodic and would occur during normal working hours.

PS = Potentially Significant
 MM = Less Than Significant with Mitigation Incorporation
 LTS = Less Than Significant
 NI = No Impact

DISCUSSION

PS MM LTS NI

e. *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or a private use airport, would the project expose people residing or working in the project area to excessive noise levels?*

X

The project is located within two miles of the public Placerville Airport. The proposed project would not change the level of airport use. Placerville Airport has specific runway instructions for planes taking off from the airport to avoid noise sensitive areas north and west of the runways.

Source: Figure 1 Project Location Map and <http://www.airnav.com/airport/KPVF>.

f. *For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?*

X

See response to Question 11e.

PS = Potentially Significant
 MM = Less Than Significant with Mitigation Incorporation
 LTS = Less Than Significant
 NI = No Impact

DISCUSSION

PS MM LTS NI

12. Population and Housing

Would the project:

- a. *Induce substantial growth in an area either directly (for example, by proposing new homes or businesses) or indirectly (for example, through the extension of roads or other infrastructure)?*

X

The project does not involve the construction of houses or businesses. Replacement of bridge 25C-012 will not change the volume and capacity of Blairs Lane.

- b. *Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?*

X

The project would not remove any housing.

- c. *Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?*

X

The project would not displace any people.

PS = Potentially Significant
 MM = Less Than Significant with Mitigation Incorporation
 LTS = Less Than Significant
 NI = No Impact

DISCUSSION

PS MM LTS NI

13. Public Services

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services:

a. *Fire protection?*

X

Replacement of bridge 25C-012 would not change existing demand on fire protection services.

b. *Police protection?*

X

Replacement of bridge 25C-012 would not change existing demand on police protection services.

c. *Schools?*

X

Replacement of bridge 25C-012 creates no demand on schools.

d. *Maintenance of public facilities, including roads?*

X

Replacement of bridge 25C-012 would not change existing demand on road maintenance services.

e. *Other governmental services?*

X

Replacement of bridge 25C-012 would not change existing demand on other governmental services.

PS = Potentially Significant
MM = Less Than Significant with Mitigation Incorporation
LTS = Less Than Significant
NI = No Impact

DISCUSSION

PS

MM

LTS

NI

14. Recreation

- a. *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

X

Replacement of Bridge 25C-012 will not impact any recreational facilities nor create any demand for parks and recreational facilities.

- b. *Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?*

X

The project does not involve, nor requires the construction or expansion of parks or recreational facilities.

PS = Potentially Significant
 MM = Less Than Significant with Mitigation Incorporation
 LTS = Less Than Significant
 NI = No Impact

DISCUSSION

PS MM LTS NI

15. Transportation/Traffic

Would the project:

- a. *Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?*

X

Replacement of Bridge 25C-012 would not change the amount of traffic on Blairs Lane.

- b. *Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?*

X

Replacement of Bridge 25C-012 would not change the amount of traffic on Blairs Lane. The project will not decrease the road's level of service (LOS) below C. LOS C is the minimum service level required.

- c. *Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?*

X

The project will not cause a change in air traffic patterns.

- d. *Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*

X

The proposed project would replace an existing functionally obsolete bridge with a safer structure designed to current design standards.

- e. *Result in inadequate emergency access?*

X

The project proposes staged construction so that the bridge will maintain circulation throughout the construction period. Therefore, the project would not affect emergency access.

PS = Potentially Significant
 MM = Less Than Significant with Mitigation Incorporation
 LTS = Less Than Significant
 NI = No Impact

DISCUSSION

PS MM LTS NI

f. *Result in inadequate parking capacity?*

X

The project would not affect parking.

g. *Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?*

X

The project would not conflict with the City of Placerville General Plan.

PS = Potentially Significant
 MM = Less Than Significant with Mitigation Incorporation
 LTS = Less Than Significant
 NI = No Impact

DISCUSSION

PS MM LTS NI

16. Utilities and Service Systems

Would the project:

- a. *Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?*

X

The proposed project would not produce additional wastewater; and therefore, the Proposed Project would not result in impacts to wastewater treatment facilities.

- b. *Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*

X

Replacement of Bridge 25C-012 would not generate a demand on existing water or wastewater treatment facilities.

- c. *Require or result in the construction of new storm water drainage facilities or the expansion of existing facilities, the construction of which could cause significant environmental effects?*

X

Existing storm water drainage facilities are sufficient to serve the project.

- d. *Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new expanded entitlements needed?*

X

Replacement of Bridge 25C-012 would not generate a demand on water supplies.

- e. *Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*

X

Replacement of Bridge 25C-012 would not require wastewater treatment.

PS = Potentially Significant
 MM = Less Than Significant with Mitigation Incorporation
 LTS = Less Than Significant
 NI = No Impact

DISCUSSION

PS MM LTS NI

f. *Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?*

X

Replacement of Bridge 25C-0122 will generate solid waste. Solid waste disposal will occur in accordance with federal, state and local regulations. Waste will be disposed at permitted landfills. The bridge replacement will not generate the need for the construction of a new solid waste facility. Operation of the new Bridge 22C-0122 will not generate solid waste.

g. *Comply with federal, state, and local statutes and regulations related to solid waste?*

X

See response question 16f.

PS = Potentially Significant
 MM = Less Than Significant with Mitigation Incorporation
 LTS = Less Than Significant
 NI = No Impact

DISCUSSION

PS MM LTS NI

17. Mandatory Findings of Significance

a. *Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?*

X

No. All potentially significant impacts to biological resources can be reduced to less than significant through the implementation of mitigation measures.

b. *Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of current projects, and the effects of probable future projects.)*

X

Replacement of Bridge 25C-012 would not present cumulatively considerable impacts.

c. *Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?*

X

Replacement of Bridge 25C-012 would not generate a substantial adverse effect on human beings.

LIST OF PREPARERS

SYCAMORE ENVIRONMENTAL CONSULTANTS, INC.

R. John Little, Ph.D., Senior Technical Lead
Jeffery J. Little, Project Manager
Adam C. Forbes, Biologist
W. Andrew Bayne, Environmental Planner
Cynthia Little, Senior Editor

APPENDIX A.

Map Figures for Blairs Lane Bridge (25C-012) at Hangtown Creek El Dorado County

Map Figures from Natural Environment Study and Jurisdictional Delineation Report for Blairs Lane Bridge (25C-012) at Hangtown Creek (prepared for the City of Placerville by Sycamore Environmental Consultants, Inc. September 2006).

Figure 1. Project Location Map

Figure 2. Aerial Photograph

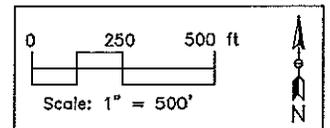
Figure 3. Proposed Project

Figure 4. Biological Resources Map



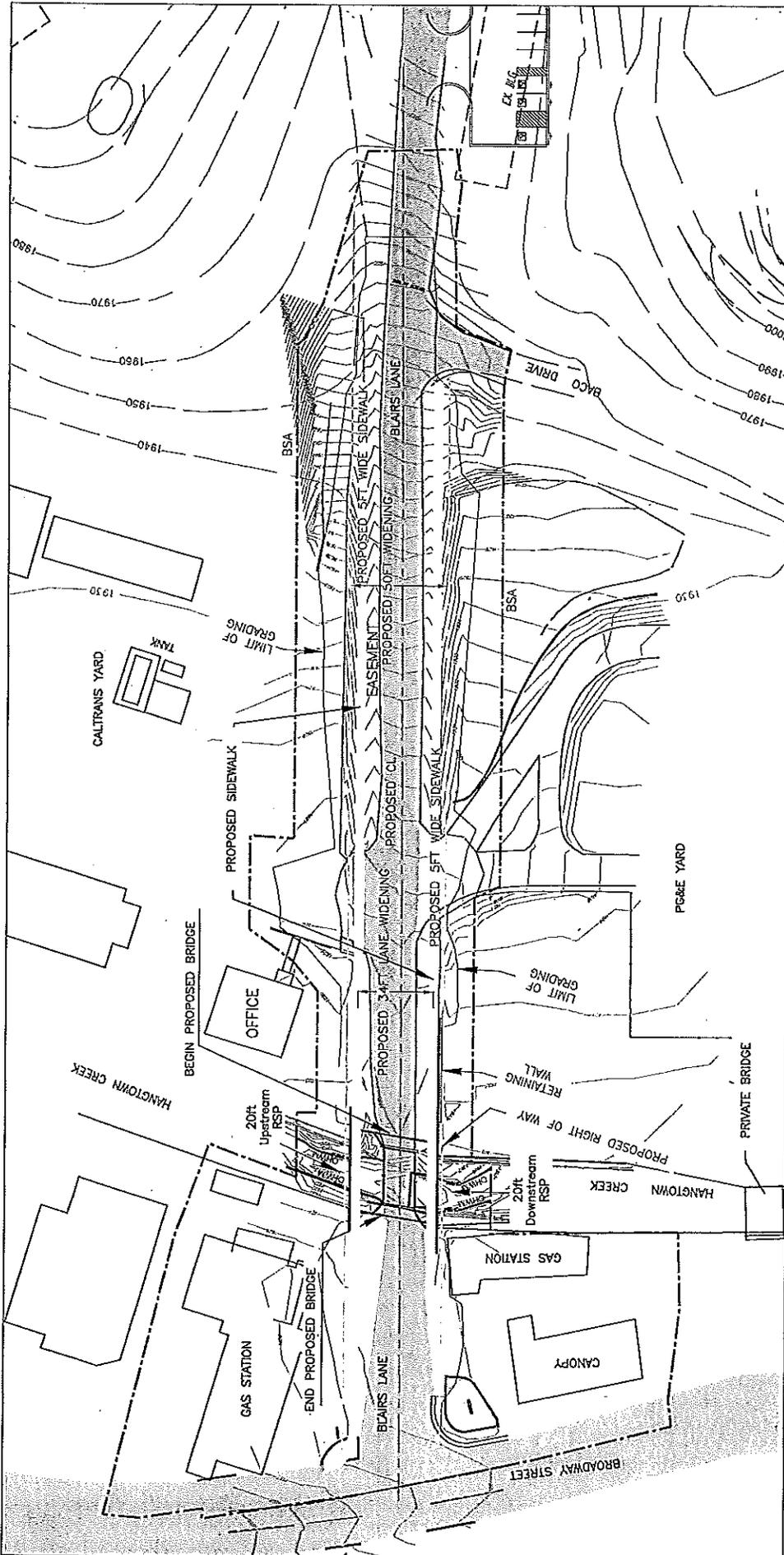
Blairs Lane Bridge (25C-0012)
 at Hangtown Creek Replacement
 City of Placerville,
 El Dorado County, CA
 12 September 2006

 Project Boundary



Basemap:
 Image Date: 1 July 2003
 Copyright 2006
 GlobeXplorer and Partners.
 All rights reserved

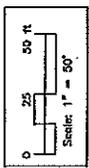
Figure 2.
 Aerial Photograph



Blairs Lane Bridge (25C-0012)
 at Hangtown Creek Replacement
 City of Placerville,
 El Dorado County, CA
 12 September 2006

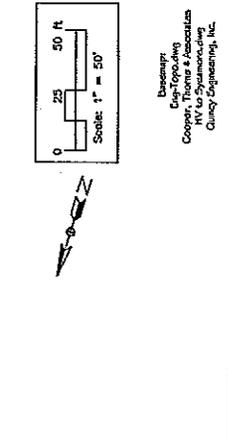
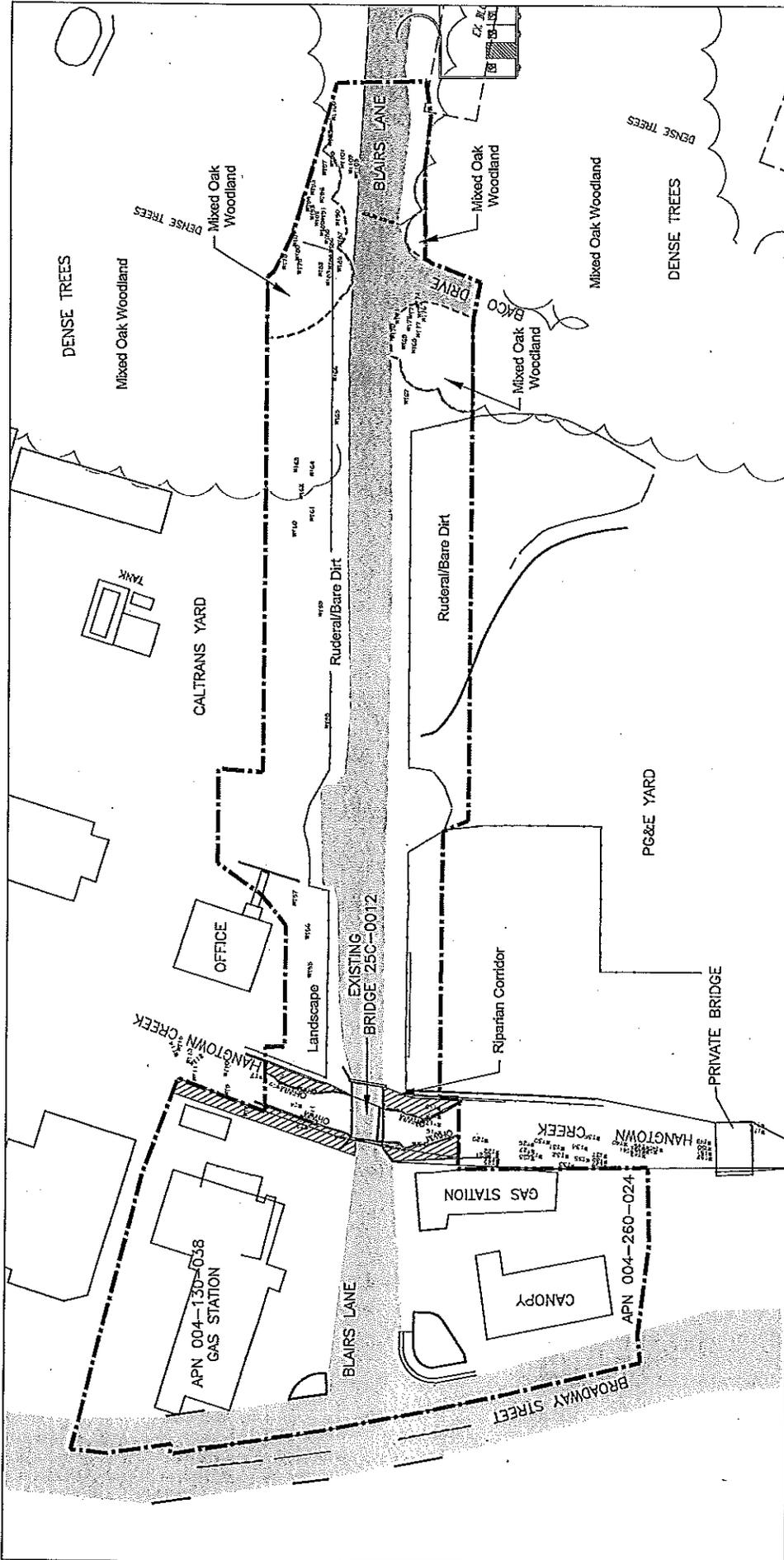
- Biological Study Area
- Hangtown Creek
- Ordinary High Water Mark
- Existing paved road
- Existing parking lot
- Proposed Project Design

Summary of Impacts			
Feature	Length (ft)	Width (ft)	Area (ac)
Hangtown Creek	87	15	0.029



Reviewed by:
 Exp-Traffic/Planning
 Cooper, Thomas & Associates
 5410 Dynamene Avenue
 Glendora, CA 91741

Figure 3.
 Proposed Project Map



Summary of Biological Communities	
Feature	Area (ac)
Mixed Oak Woodland	0.105
Riparian Corridor	0.081
Hangtown Creek	0.034
Pavement, Structures, Ruderal/Bare Dirt	1.831
Total	2.051

- Biological Study Area**
- Hangtown Creek
 - Ordinary High Water Mark
 - Tree Locations (See Appendix H)
 - Tree Table and Riparian Tree Map
- Riparian Corridor**
- Existing paved road
 - Existing parking lot
- Mixed Oak Woodland**

Blairs Lane Bridge (25C-0012) at Hangtown Creek Replacement City of Placerville, El Dorado County, CA 12 September 2006

Figure 4. Biological Resources Map

Blair Engineering
 Cooper, Thomas & Associates
 1110 S. Yosemite Ave.
 Quincy, CA 95971
 Phone: (530) 938-2100
 Fax: (530) 938-2101
 Email: Blair@blaireng.com

Form A

Notice of Completion & Environmental Document Transmittal SCH #

[Empty box for SCH #]

Mail to: State Clearinghouse, PO Box 3044, Sacramento, CA 95812-3044
916/445-0613 state.clearinghouse@opr.ca.gov

P07-300
231 (66)

Project Title: Blairs Lane Road Bridge (25C-0012) at Hangtown Creek
Lead Agency: City of Placerville Public Works Engineering Contact Person: Richard Tippett, P.E., T.E.
Street Address: City Hall, Third Floor, 3101 Center Street Phone: 530/ 642-4250, ext. 236
City: Placerville Zip: 95667 County: El Dorado County

Project Location:

County: El Dorado County City/Nearest Community: Placerville
Cross Streets: Broadway to the south Zip Code: N/A Total Acres: ± 2.0 acres
Assessor's Parcel No. City of Placerville road right-of-way Sections: 8 Twp: T.10.N
Within 2 Miles: State Hwy #: 50 Range: R.11.E. Base: _____
Airports: Placerville Waterways: Hangtown Creek
Railways: N/A Schools: Schnell Elementary Placerville Union Sierra Accelerated Elementary

Document Type:

CEQA: NOP Supplement/Subsequent EIR NEPA: NOI Other: Joint Document
 Early Cons (Prior SCH No.) BA Final Document
 Neg Dec Other: _____ Draft EIS Other _____
 Draft EIR FONSI

Local Action Type:

General Plan Update Specific Plan Rezone Annexation
 General Plan Amendment Master Plan Prezone Redevelopment
 General Plan Element Planned Unit Dev. Use Permit Coastal Permit
 Community Plan Site Plan Land Division (Subdivision, etc.) Other Bridge replacement

Development Type:

Residential: Units _____ Acres _____ Water Facilities: Type MGD
 Office: Sq.ft. _____ Acres _____ Employees _____ Transportation: Type Bridge replacement
 Commercial: Sq.ft. _____ Acres _____ Employees _____ Mining: Mineral _____
 Industrial: Sq.ft. _____ Acres _____ Employees _____ Power: Type Watts
 Educational _____ Waste Treatment: Type _____
 Recreational _____ Hazardous Waste: Type _____
 Other: _____

Project Issues That May Have a Significant Or Potentially Significant Impact:

Aesthetic/Visual Flood Plain/Flooding Schools/Universities Water Quality
 Agricultural Land Forest Land/Fire Hazard Septic Systems Water Supply/Groundwater
 Air Quality Geologic/Seismic Sewer Capacity Wetland/Riparian
 Archeological/Historical Minerals Soil Erosion/Compaction/Grading Wildlife
 Coastal Zone Noise Solid Waste Growth Including
 Drainage/Absorption Population/Housing Balance Toxic/Hazardous Land use
 Economic/Jobs Public Services/Facilities Traffic/Circulation Cumulative Effects
 Fiscal Recreation/Parks Vegetation Other _____

Present Land Use/Zoning/General Plan Designation:

City bridge crossing over Hangtown Creek.

Project Description: Project Description Attached

Replace the existing 31-foot long single span, steel stringer bridge with a 41-foot long single span cast in place concrete bridge.

916-916-427-0703
.2175

Advice 3744-E

Attachment 4
NEPA Categorical Exclusion

DEPARTMENT OF TRANSPORTATION

DISTRICT 3
703 B STREET
P. O. BOX 911
MARYSVILLE, CA 95901-0911
PHONE (530) 741-7113
FAX (530) 741-4457
TTY (530) 741-4509



*Flex your power!
Be energy efficient!*

December 15, 2006

BHLS-5925(030)
Blairs Lane @ Hangtown Creek
Bridge Replacement

Mr. Rick Tippett
City of Placerville
Department of Public Works
3101 Center Street
Placerville, CA 95667

Dear Mr. Tippett:

Enclosed for your use are copies of the approved Programmatic Categorical Exclusion and Summary of Floodplain Encroachment forms for the Blairs Lane Bridge Replacement Project.

All project work must be performed in compliance with the terms and conditions set forth in the U. S. Army Corps of Engineers 404 permit and the California Department of Fish and Game Streambed Alteration 1602 permit. In addition, a water quality certification or waiver must be obtained from the California Regional Water Quality Control Board. We would appreciate copies of the permits for our files.

This completes conformance with the National Environmental Policy Act and other federal environmentally related processes.

Questions may be directed to Virginia Denison, Caltrans Environmental Coordinator, at (530) 741-4491.

Sincerely,

Original signed by

Susan D. Bauer, Chief
Environmental Management, M-1

Enclosures

Cc: Michael McCollum, Caltrans Local Assistance
Jeff Little, Sycamore Environmental Consultants, Inc.
Carolyn Davis, Quincy Engineering, Inc.

FLOODPLAIN EVALUATION REPORT SUMMARY

Dist. 03 Co. El Dorado Rte. Blairs Lane K.P. N/A
 Project No.: BHLO 5015 (009) Bridge No. 25C0012
 Limits: 20 feet up and downstream of the Blairs Lane Bridge across Hangtown Creek.

Floodplain Description: Hangtown Creek escapes banks along the stream reach due to inadequate conveyance capacity, therefore structure is within the floodplain.

- | | No | Yes |
|---|-----|-----|
| 1. Is the proposed action a longitudinal encroachment of the base floodplain? | X | ___ |
| 2. Are the risks associated with the implementation of the proposed action significant? | X | ___ |
| 3. Will the proposed action support probable incompatible floodplain development? | X | ___ |
| 4. Are there any significant impacts on natural and beneficial floodplain values? | X | ___ |
| 5. Routine construction procedures are required to minimize impacts on the floodplain. Are there any special mitigation measures necessary to minimize impacts or restore and preserve natural and beneficial floodplain values? If yes, explain. | X | ___ |
| 6. Does the proposed action constitute a significant floodplain encroachment as defined in 23 CFR, Section 650.105(q). | X | ___ |
| 7. Are Location Hydraulic Studies that document the above answers on file? If not explain. | ___ | X |

PREPARED BY:


 Signature - City of Placerville

10.16.06.
 Date


 Signature - Caltrans

12/12/06
 Date

N/A
 Signature - FHWA

 Date

LOCATION HYDRAULIC STUDY FORM

Dist. 03 Co. El Dorado Rte. Blairs Lane K.P. _____
BHLO 5015 (009) Bridge No. 25C0012

Floodplain Description:

Hangtown Creek escapes banks along the stream reach due to inadequate conveyance capacity, therefore structure is within the floodplain.

1. Description of Proposal (include any physical barriers i.e. concrete barriers, soundwalls, etc. and design elements to minimize floodplain impacts)

Replacement of existing bridge and removal of in-channel concrete weir. Proposed bridge is raised with increased capacity providing 2' freeboard in a 50-year event and 1' freeboard in a 100-year event.

2. ADT: Current 500 Projected < 2000

3. Hydraulic Data: Base Flood Q₁₀₀= 52.2 m³/s
WSE₁₀₀= 1923.78

The flood of record, if greater than Q₁₀₀:
Q= _____ m³/s WSE= _____

Overtopping flood (existing) Q= 43.2 m³/s WSE= 1925.10
Overtopping flood (proposed) Q= 77.9 m³/s WSE= 1926.00

Are NFIP maps and studies available? YES X NO _____

4. Is the highway location alternative within a regulatory floodway?
YES X NO _____

5. Attach map with flood limits outlined showing all buildings or other improvements within the base floodplain.

Potential Q₁₀₀ backwater damages:

Proposed bridge provides more conveyance area, reducing backwater and conveying the 100-year flow under normal conditions. Potential flood damage could result from debris blockage and/or the channel having limited capacity and overtopping its banks in a 100-year event.

- A. Residences? NO _____ YES X
- B. Other Bldgs? NO _____ YES X
- C. Crops? NO X YES _____
- D. Natural and beneficial Floodplain values? NO X YES _____

6. Type of Traffic:

- A. Emergency supply or evacuation route? NO _____ YES X
- B. Emergency vehicle access? NO _____ YES X
- C. Practicable detour available? NO X YES _____
- D. School bus or mail route? NO _____ YES X

7. Estimated duration of traffic interruption for 100-year event hours: 0

8. Estimated value of Q₁₀₀ flood damages (if any) – moderate risk level.

- A. Roadway \$ 0
- B. Property \$ 0
- Total \$ 0

9. Assessment of Level of Risk Low X
 Moderate _____
 High _____

For High Risk projects, during design phase, additional Design Study Risk Analysis may be necessary to determine design alternative.

Signature –Hydraulic Engineer



Joseph Domenichelli, PE _____
 October 6, 2006
 (Item numbers 3,4,5,7,9)

Is there any longitudinal encroachment, significant encroachment, or any support of incompatible Floodplain development? NO X YES _____

If yes, provide evaluation and discussion of practicability of alternatives in accordance with 23 CFR 650.113

Information developed to comply with the Federal requirement for the Location Hydraulic Study shall be retained in the project files.

Signature – Caltrans

Date _____
 (Item numbers 1,2,6,8)

Carolyn Davis

From: Jeffery Little [Jeffery.Little@SycamoreEnv.com]
Sent: Thursday, February 15, 2007 9:07 AM
To: Carolyn Davis
Subject: FW: Blairs Lane NEPA CE
Attachments: 06044-CalTrans-ProCE.pdf; 06044_IS Sig Page & NOC.PDF

Rick had questions about this, too.

Jeffery Little
Vice President
Sycamore Environmental Consultants, Inc.
6355 Riverside Blvd., Suite C
Sacramento, CA 95831
916-427-0703
916-427-2175 fax
Jeffery.Little@SycamoreEnv.com

From: Jeffery Little
Sent: Wednesday, February 14, 2007 5:25 PM
To: 'Rick Tippett'
Subject: Blairs Lane NEPA CE

For your ready access, here is the scanned NEPA CE, the signature page (Calfee signed) in the CEQA Initial Study, and the signed Notice of Completion that transmitted the IS to the State Clearinghouse.

The PES determines what studies are needed to satisfy NEPA. When they are complete, Caltrans signs the NEPA CE.

The City is responsible for CEQA. The City circulated the CEQA Initial Study. The IS included the Determination to approve the project with a Mitigated Negative Declaration. The Planning Commission as the City Council's authorized designee will (should) adopt the Mitigated Negative Declaration.

Thanks,

Jeffery Little
Vice President
Sycamore Environmental Consultants, Inc.
6355 Riverside Blvd., Suite C
Sacramento, CA 95831
916-427-0703
916-427-2175 fax
Jeffery.Little@SycamoreEnv.com

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

Alcantar & Kahl LLP	Department of Water Resources	North Coast SolarResources
Ameresco	Department of the Army	Northern California Power Association
Anderson & Poole	Dept of General Services	Occidental Energy Marketing, Inc.
Arizona Public Service Company	Division of Business Advisory Services	OnGrid Solar
BART	Douglass & Liddell	Praxair
BP Energy Company	Downey & Brand	R. W. Beck & Associates
Barkovich & Yap, Inc.	Duke Energy	RCS, Inc.
Bartle Wells Associates	Dutcher, John	Recon Research
Bloomberg	Economic Sciences Corporation	Recurrent Energy
Bloomberg New Energy Finance	Ellison Schneider & Harris LLP	SCD Energy Solutions
Boston Properties	Foster Farms	SCE
Braun Blaising McLaughlin, P.C.	G. A. Krause & Assoc.	SMUD
Brookfield Renewable Power	GLJ Publications	SPURR
CA Bldg Industry Association	Goodin, MacBride, Squeri, Schlotz & Ritchie	San Francisco Public Utilities Commission
CAISO	Green Power Institute	Santa Fe Jets
CLECA Law Office	Hanna & Morton	Seattle City Light
CSC Energy Services	Hitachi	Sempra Utilities
California Cotton Ginners & Growers Assn	In House Energy	Sierra Pacific Power Company
California Energy Commission	International Power Technology	Silicon Valley Power
California League of Food Processors	Intestate Gas Services, Inc.	Silo Energy LLC
California Public Utilities Commission	Lawrence Berkeley National Lab	Southern California Edison Company
Calpine	Los Angeles Dept of Water & Power	Spark Energy, L.P.
Cardinal Cogen	Luce, Forward, Hamilton & Scripps LLP	Sunshine Design
Casner, Steve	MAC Lighting Consulting	Sutherland, Asbill & Brennan
Chris, King	MBMC, Inc.	Tabors Caramanis & Associates
City of Glendale	MRW & Associates	Tecogen, Inc.
City of Palo Alto	Manatt Phelps Phillips	Tiger Natural Gas, Inc.
City of Palo Alto Utilities	McKenzie & Associates	Tioga Energy
Clean Energy Fuels	Merced Irrigation District	TransCanada
Coast Economic Consulting	Modesto Irrigation District	Turlock Irrigation District
Commercial Energy	Morgan Stanley	United Cogen
Consumer Federation of California	Morrison & Foerster	Utility Cost Management
Crossborder Energy	NLine Energy, Inc.	Utility Specialists
Davis Wright Tremaine LLP	NRG West	Verizon
Day Carter Murphy	Navigant Consulting	Wellhead Electric Company
Defense Energy Support Center	Norris & Wong Associates	Western Manufactured Housing Communities Association (WMA)
	North America Power Partners	eMeter Corporation