

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE

SAN FRANCISCO, CA 94102-3298



September 14, 2011

Advice Letter 3889-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: Road Access and Utilities Easement in Contra Costa County –
Request for Approval Under Section 851**

Dear Mr. Cherry:

Advice Letter 3889-E is effective September 14, 2011.

Sincerely,

A handwritten signature in blue ink that reads "Julie A. Fitch".

Julie A. Fitch, Director
Energy Division

Brian K. Cherry
Vice President
Regulation and Rates

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

Fax: 415.973.6520

August 11, 2011

Advice 3889-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Road Access and Utilities Easement in Contra Costa County –
Request for Approval Under Section 851**

Purpose

Pacific Gas and Electric Company (“PG&E”) respectfully submits this advice letter requesting approval from the California Public Utilities Commission (“CPUC” or “Commission”) under Public Utilities Code § 851 to grant Robert C. Larsen and Kim Larsen (“Grantee”) a permanent, non-exclusive easement on a portion of PG&E property located in Contra Costa County. The easement will allow the Grantee to construct a driveway accessing Sunrise Hill Road Drive from the two adjoining property parcels. The construction of the driveway is necessary to meet fire safety and access issues on the Grantee’s properties. A copy of the Easement Agreement (“Agreement”) is attached hereto as Attachment 1.

The Grantee is requesting expedited approval of this advice letter and has stated that any delay in approval of the easement will create “tremendous hardship” for the purpose of development or sale of the vacant lot that is the subject of this request for a grant of easement.

Background

PG&E owns land, buildings and other facilities in connection with the provision of energy service throughout its service territory. In the provision of these services, PG&E relies on a portfolio of fee properties, rights-of-way, and facilities to support its electric transmission activities. One such fee property is owned by PG&E and is located in the City of Orinda, County of Contra Costa, State of California (“Property”).

The Grantee is the owner of certain real property within the City of Orinda, County of Contra Costa, State of California, legally described on Exhibit C, attached hereto and made a part hereof (“Benefitted Property”) on which the Grantee proposes to construct a driveway (“Improvements”) onto the Property adjacent to the Benefitted Property, that provides access to Sunrise Hill Road. A copy of the grant deed is attached hereto

as Attachment 2. The Grantee has requested that PG&E grant an easement for this purpose. The portion of the Property encumbered by the proposed Easement is hereinafter referred to as the "Easement Area."

PG&E has determined that the Improvements, as initially constructed, will not interfere with PG&E's present full use of the Easement Area.

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	Robert C. Larsen and Kim Larsen
Ann H. Kim	5 Sunrise Hill Road
Law Department	Orinda, CA 94563
P.O. Box 7442	Telephone: (925) 258-5757
San Francisco, CA 94120	Facsimile: (925) 258-5756
Telephone: (415) 973-7467	E-mail: bklarsen@comcast.com
Facsimile: (415) 973-5520	
Email: AHK4@pge.com	

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

PG&E is the owner of a certain fee property which provides a right-of-way for electric transmission facilities commonly known as the Sobrante - Grizzly - Claremont #1 and #2 115kv tower-line corridor and for all other purposes connected therewith, as set forth in a grant deed dated January 31, 1922 and recorded in Book 404 of Deeds, at page 388, Contra Costa County Records which provides in part that no third party "shall no right to place or erect, and they hereby are prohibited from placing or erecting any building or other structure on said Property." A copy of the deed is attached hereto as Attachment 3.

(3) Intended Use of the Property:

PG&E proposes to grant to the Grantee, upon the terms in the Agreement, a non-exclusive easement to excavate for, install, construct, reconstruct, repair, replace, maintain and use a driveway, together with associated grading and support, and curb, gutter, sidewalk, drainage and water line facilities, within the Easement Area. The easement will allow the Grantee to construct a driveway accessing Sunrise Hill Road Drive from the two adjoining property parcels. The construction of the driveway is necessary to meet fire safety and access issues on the Grantee's properties. This project does not interfere with PG&E's existing facilities.

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

In consideration of granting the easement, the Grantee will pay to PG&E a one-time payment in the amount of Eighteen Thousand Six Hundred and Seventy-Two Dollars (\$18,672). The consideration amount was determined by appraisal as indicated in Section (9).

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

The property at issue in this application is non-depreciable land used for electric transmission service and is currently included in PG&E's rate base. The PG&E electric transmission system is within the control of the California Independent System Operator Corporation and is subject to Federal Energy Regulatory Commission ("FERC") jurisdiction for ratemaking. All costs for PG&E's electric transmission system are now part of FERC ratemaking for transmission service in PG&E's transmission owner cases. In consideration for the easement exchange, the Grantee has agreed to pay PG&E a total fee of \$18,672 for the easement. The \$18,672 will be recorded as Electric Other Operating Revenue.

(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, and as such, there are no changes to PG&E's rate base as a result of the easements.

(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 fair market value for the proposed easement was determined by an appraisal, details of which are provided in Attachment 4.

(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 of Resolution ALJ-244 Are Satisfied:

PG&E has provided information in this Advice Letter to meet the eligibility criteria under Resolution ALJ-244:

- Under the CEQA Checklist, the activity proposed in the transaction will not require environmental review by the CPUC as a lead agency.
- The proposed transaction will not have an adverse effect on the public interest because it will not interfere in any way with the operation of PG&E's facilities, or with the provision of service to PG&E's customers.
- The financial compensation received from granting the proposed easement is well below the \$5 million eligibility threshold set forth in ALJ-244.
- Finally, the transaction does not involve the transfer or change in ownership of facilities currently used in utility operations.

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

Not applicable.

(13) Environmental Information

Pursuant to ALJ-244, the Advice Letter program applies to proposed transactions that: (a) will not require environmental review by the CPUC as a lead agency under CEQA either because a statutory or categorical exemption applies or the CPUC is acting as a responsible agency only, and the Lead Agency has completed its CEQA review and has certified its environmental documents, or (b) because the transaction is not a project under CEQA.

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.)

a. Exemption

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

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

Not applicable.

2. If no, does the applicant contend that the project is exempt from CEQA? If yes, please identify the specific CEQA exemption or exemptions that apply to the transaction, citing to the applicable State CEQA Guideline(s) and/or Statute(s).

The CEQA Guidelines, adopted by the Commission in Rule 17.1(a) of the Commission's Rules of Practice and Procedure, include a list of categories of projects that have been determined not to have a significant effect on the environment and that are therefore exempt from the provisions of CEQA. (Cal. Code Regs., tit. 14, §§15300, et seq.) Among the classes of exempt projects are "construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure." (Id., § 15303.) In particular, subpart (e) specifically exempts the construction of accessory (appurtenant) structures including garages, carports, patios, swimming pools and fences.

Section 15304 of the Guidelines exempts minor alternations to land, such as the creation of bicycle lanes. The activities listed under the CEQA exemptions are specifically identified as examples of activities that are exempt from CEQA. (See, e.g., § 15304, line 2 ("Examples include, but are not limited to").) Because a private driveway is similar in nature and impact to the examples listed, the proposed transaction is exempt from CEQA.

b. Not a "Project" Under CEQA

i. 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 **August 31, 2011**, 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:

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, California 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. As stated earlier, the Grantee is requesting expedited approval of this advice letter and claims that any delay in approval of the easement will create "tremendous hardship" for the purpose of development or sale of the vacant lot that is the subject of this request for a grant of easement.

Pursuant to Provision VII.A.5 of the Section 851 Pilot Program Regulations (Resolution ALJ-244, Appendix A), PG&E submits this filing as a Tier 2 (meaning that it may be approved by the Executive Director or Energy Division Director) if unprotested, or as Tier 3 (if protested).

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 and Appendix A. Address change requests and electronic approvals should be directed to e-mail PGETariffs@pge.com. Advice letter filings can also be accessed electronically at <http://www.pge.com/tariffs>.

A handwritten signature in black ink that reads "Brian Cherry" followed by a vertical line and the letters "lmt".

Vice President - Regulation and Rates

cc: Service List - Advice Letter 3889-E

Attachments

***** SERVICE LIST Advice 3889-E *****
APPENDIX A

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

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

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

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

Julie Fitch
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 355-5552
Jf2@cpuc.ca.gov

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

Andrew Barnsdale
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-3221
bca@cpuc.ca.gov

***** AGENCIES *****

Contra Costa County
Public Works Department
Attention: Julie Bueren
255 Glacier Drive
Martinez, CA 94553
Telephone: (925) 313-2201
Facsimile: (925) 313-2333

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

Robert C. Larsen and Kim Larsen
5 Sunrise Hill Road
Orinda, CA 94563
Telephone: (925) 258-5757
Facsimile: (925) 258-5756
E-mail: bklarsen@comcast.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) #: **3889-E**

Tier: **2**

Subject of AL: **Road Access and Utilities Easement in Contra Costa County – Request for Approval Under Section 851 (Robert C. Larsen and Kim Larsen)**

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: **September 12, 2011**

No. of tariff sheets: N/A

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

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

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

Tariff schedules affected: N/A

Service affected and changes proposed¹: N/A

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

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

CPUC, Energy Division
Tariff Files, Room 4005
DMS Branch
505 Van Ness Ave.,
San Francisco, CA 94102
jnj@cpuc.ca.gov and mas@cpuc.ca.gov

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

Advice 3889-E

Attachment 1

Easement Agreement

LD 2301-03-2038

2010164 (22-10-060) 4 10 1
Sunrise Hill Road, Orinda CA
Road Access and Utilities Easement to Robert and Kim Larsen

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
1850 Gateway Boulevard, 8th Floor
Concord, CA 94523
Attention: Land Agent

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

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

Signature of declarant or agent determining tax

(A portion of APN 273-130-006)

EASEMENT AGREEMENT

(Road Access and Utilities Easement to Robert C. and Kim Larsen)

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 Robert C. Larsen and Kim Larsen, husband and wife, hereinafter called "Grantee."

RECITALS

A. PG&E owns certain real property within the City of Orinda, County of Contra Costa, State of California, more particularly described in EXHIBIT "A" and shown on EXHIBIT B, both of which are attached hereto and made a part hereof.

B. Grantee is the owner of certain real property within the City of Orinda, County of Contra Costa, State of California, legally described on EXHIBIT C, attached hereto and made a part hereof (the "Benefitted Property") on which Grantee proposed to construct a driveway onto PG&E's property adjacent to the Benefitted Property, that provides access off Sunrise Hill Road. Grantee has requested that PG&E grant an easement for these 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 eighteen thousand, six hundred and seventy two Dollars (\$18,762), 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 easement: a non-exclusive easement to excavate for, install, construct, reconstruct, repair, replace, maintain and use a driveway, together with associated grading and support, and curb, gutter, sidewalk, drainage and water line facilities, within the parcel of land described in EXHIBIT "A" and shown on EXHIBIT B, both of which are attached hereto and made a part hereof (the "Easement Area").

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

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

(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 Area poses or threatens to pose a hazard to the health or safety of persons on or about the Easement Area or to the environment; or

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

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

(6) which contains radon gas;

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

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

Grantee shall be solely responsible for the health and safety of, and shall take all necessary precautions to protect, its employees, contractors, consultants, agents and invitees ("Grantee's Representatives") from risks of harm from Potential Environmental Hazards. Grantee acknowledges that it has previously evaluated the condition of the Easement Area and all matters affecting the suitability of the Easement Area for the uses permitted by this Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

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

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

(b) Compliance with Laws. Grantee shall, at its sole cost and expense, promptly comply with (a) all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, including, but not limited to, those relating to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Substances, as defined herein, or to health, safety, noise, environmental protection, air quality or water quality; (b) the conditions of any permit, occupancy certificate, license or other approval issued by public officers relating to Grantee's use or occupancy of the Easement Area; and (c) with any liens, encumbrances, easements, covenants, conditions, restrictions and servitudes (if any) of record, or of which Grantee has notice, which may be applicable to the Easement Area (collectively, "Legal Requirements"), regardless of when they become effective, insofar as they relate to the use or occupancy of the Easement Area by Grantee. Grantee shall furnish satisfactory evidence of such compliance upon request by PG&E. The judgment of any court of competent jurisdiction, or the admission of Grantee in any action or

proceeding against Grantee, whether or not PG&E is a party in such action or proceeding, that Grantee has violated any Legal Requirement relating to the use or occupancy of the Easement Area, shall be conclusive of that fact as between PG&E and Grantee.

(c) Notice of Enforcement Proceedings. Grantee agrees to notify PG&E in writing within three (3) business days of any investigation, order or enforcement proceeding which in any way relates to the Easement Area or PG&E's adjacent property, or to any contamination or suspected contamination on, within or underlying the Easement Area. 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 Area by PG&E and other entitled persons. Interference shall include, but not be limited to, any activity by Grantee that places any of PG&E's gas or electric facilities in violation of any of the provisions of General Order Nos. 95 (Overhead Electric), 112 (Gas), and 128 (Underground Electric) of the CPUC or to any other Legal Requirements under which the operations of utility facilities are controlled or regulated. Grantee shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety; which minimum clearances are incorporated herein by reference; but in no event closer than ten (10) feet to any energized electric conductors or appliances. Grantee shall not drill, bore, or excavate within thirty (30) feet of any of PG&E's underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits. Grantee shall provide notice to Underground Service Alert at 1-800-227-2600 at least two (2) business days prior to commencing any drilling, boring or excavating permitted hereunder to assist Grantee with locating any and all underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits;

(e) Avoiding Dangerous Activities. Grantee agrees to conduct its activities and operations within and on the Easement Area in such a manner so as not to endanger the Easement Area 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 Area, 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 Area, 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 Area 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 Area;

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

(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"), including Claims arising from the passive or active negligence of the Indemnitees, which arise from or are in any way connected with the occupancy or use of the Easement Area by Grantee or Grantee's Representatives, or the exercise by Grantee of its rights hereunder, or the performance of, or failure to perform, Grantee's duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of PG&E or Grantee (and including, but not limited to, injury due to exposure to BMTs and other Potential Environmental Hazards in, on or about the Easement Area 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 Area by, or at the request or for the benefit of, Grantee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Grantee is obligated to indemnify or provide a defense hereunder, Grantee upon written notice from PG&E shall defend such action or proceeding at

Grantee's sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Grantee acknowledges that all Claims arising out of or in any way connected with releases or discharges of any Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with Grantee's use or occupancy of the Easement Area, or 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 Area shall be at its sole risk and expense. Grantee accepts all risk relating to its occupancy and use of the Easement Area. PG&E shall not be liable to Grantee for, and Grantee hereby waives and releases PG&E and the other Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to any occurrence on or about the Easement Area, the condition of Easement Area, or the use or occupancy of the Easement Area.

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

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

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

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

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

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

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

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

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

10. Compliance; Insurance. PG&E shall have a right to access and inspect the Easement Area at any time to confirm Grantee's compliance with Legal Requirements and the provisions of this Agreement. Prior to the Effective Date of this Agreement, Grantee shall procure, and thereafter Grantee shall carry and maintain in effect at all times during the term of the Agreement, with respect to the Easement Area and the use, occupancy and activities of Grantee, its employees and agents on or about the Easement Area, the insurance specified in Exhibit D, 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). Prior to Grantee's entry on the Easement Area, and thereafter thirty (30) days prior to the expiration date of any policy, Grantee shall provide PG&E with evidence of the insurance coverage, or continuing coverage, as required by this Agreement. All insurance required under this Agreement shall be effected under valid, enforceable policies issued by insurers of recognized responsibility, as reasonably determined by PG&E, and shall be written on forms and with insurance carriers acceptable to PG&E. Grantee is also responsible for causing its agents, contractors and subcontractors to comply with the insurance requirements of this Agreement at all relevant times (provided, however, that Grantee, in the exercise of its reasonable judgment, may permit contractors and subcontractors to maintain coverages and limits lower than those required of Grantee, provided the coverages and limits required by Grantee are commercially reasonable in light of applicable circumstances). Any policy of liability insurance required to be maintained hereunder by Grantee may be maintained under a so-called "blanket policy" insuring other locations and/or other persons, so long as PG&E is specifically named as an additional insured under such policy and the coverages and amounts of insurance required to be provided hereunder are not thereby impaired or diminished. In addition, liability insurance coverages may be provided under single policies for the full limits, or by a combination of underlying policies with the balance provided by excess or umbrella liability insurance policies.

11. Mechanics' Liens. Grantee shall keep the larger parcel of property containing the Easement Area 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 Area 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
1850 Gateway Boulevard, 8th Floor
Concord, CA 94523

With a copy to:

If by registered or certified mail, return receipt requested:

Pacific Gas and Electric Company
Law Department
P.O. Box 7442.
San Francisco, CA 94120
Attention: Director & Counsel, Contracts Section (Real Estate)

If by personal delivery or overnight courier:

Pacific Gas and Electric Company
Law Department
77 Beale Street, Mail Code B30A
San Francisco, California 94120
Attention: Director & Counsel, Contracts Section (Real Estate)

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 18). 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. This Agreement and the rights of Grantee hereunder are appurtenant to the Benefitted Property, and may not be separately assigned, transferred, conveyed or encumbered. Any purported assignment, transfer, conveyance or encumbrance violating the foregoing condition shall be void and of no effect.

17. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of

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

20. 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.

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

22. 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.

23. 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.

24. 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.

25. 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

By: _____

Robert C. Larsen

Name: _____

Its: _____

Kim Larsen

Dated: _____

Exhibits A, B, C and D attached

Attach to LD 2301-03-2072
Area 2, East Bay Division, Bay Region
Land Services Office: San Francisco
T1S, R3W, MDM
Section 17, NW4 of NW4
FERC License Number(s): NA
PG&E Drawing Number(s): 24644
PLAT NO.: F0602
LD of any affected documents: 2301-03-1425 Reference documents: N/A
TYPE OF INTEREST: 11o
SBE Parcel Number: 135-1-005E, Parcel 2
(For Quitclaims, % being quitclaimed): N/
Order # or PM #: 40862423/0010
JCN: 22-10-060
County: Alameda
Utility Notice Numbers: N/A
851 Approval Application No. _____ Decision _____
Prepared By: DQT1
Checked By: TBP4

EXHIBIT 'A'

PRIVATE DRIVEWAY AND UTILITY EASEMENT

Real property situated in the City of Orinda, County of Contra Costa, State of California, being described as follows:

A portion of that parcel of land described in the deed from Samuel Breck and others to the Pacific Gas and Electric Company, a California Corporation, dated January 31, 1922, and recorded in Book 404 of Deeds, at Page 388, Contra Costa County Records, being further described as follows:

Commencing at the southeast corner of Parcel 'A' as said Parcel 'A' is shown on the Parcel Map of Subdivision MSO 98-02, recorded February 16, 2001, in Book 180 of Parcel Maps, at Page 24, Contra Costa County Records; thence leaving said Point of Commencement northerly along the east line of said Parcel 'A', said east line being common with the west line of said Pacific Gas and Electric Company Parcel (404 Deeds 388), North 22°23'51" West, 21.78 feet to the True Point of Beginning; thence leaving said True Point of Beginning and continuing along said common line North 22°23'51" West, 82.00 feet; thence leaving said common line the following courses and distances; North 87°53'28" East, 50.00 feet; thence northerly along a non-tangent curve, concave to the west and having a radius of 40.00 feet, the center of which bears North 41°19'27" West, through a central angle of 76°55'31", an arc distance of 53.70 feet; thence North 28°14'58" West, 21.41 feet; thence northerly along a tangent curve, concave to the east and having a radius of 48.50 feet, through a central angle of 39°44'58", an arc distance of 33.65 feet; thence North 11°30'00" East, 18.00 feet to a point on the centerline of the Sanitary Sewer Easement (10' wide) granted to the Central Contra Costa Sanitary District, recorded January 2, 1986, in Book 12689 of Official Records, at page 672, Contra Costa County Records; thence southeasterly along said centerline South 78°30'00" East, 25.00 feet; thence leaving said centerline the following courses and distances: South 11°30'00" West, 18.00 feet, thence southerly along a tangent curve, concave to the east and having a radius of 23.50 feet, through a central angle of 39°44'58", an arc distance of 16.30 feet; thence South 28°14'58" East, 21.41 feet; thence southerly along a tangent curve, concave to the west and having a radius of 65.00 feet, through a central angle of 65°58'54", an arc distance of 74.85 feet to a point of reverse curvature; thence continuing southerly along a curve, concave to the east and having a radius of 23.50 feet, the center of which bears South 52°16'04" East through a central angle of 60°07'47", an arc distance of 24.66

491-07 PDUE1.DOC (September 10, 2010)
Grant of Private Driveway and Utility Easement
Take from P.G. & E. - Give to Larsen

Sheet 2 of 4

feet; thence South 22°23'51" East, 25.76 feet; thence South 67°36'09" West, 54.50 feet to the True Point of Beginning.

Subject to all existing easements.

See Exhibit 'B' (plat map) attached hereto and made a part hereof:

End of Descriptions.

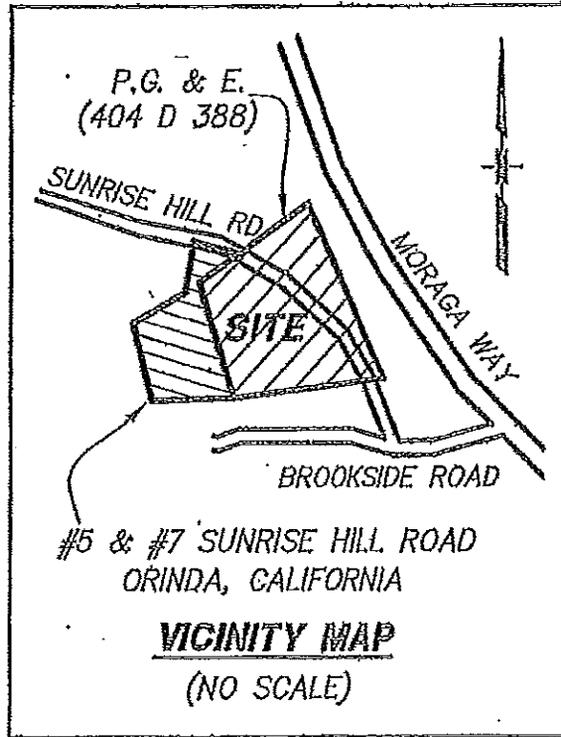
A.P.N. 273-130-006 (portion of).

By: 
Gordon R. Schell, LS #6849

Schell & Martin, Inc.
Civil Engineering & Land Surveying
Lafayette, California



VICINITY MAP
(NO SCALE)



REFERENCE DATA

- A. SUBD. MSO 98-02 (180 PM 24)).
- B. LARSEN DEED (2007-205902).
- C. LARSEN DEED (2007-197502).
- D. SUBD. 5649 (291 M 19).

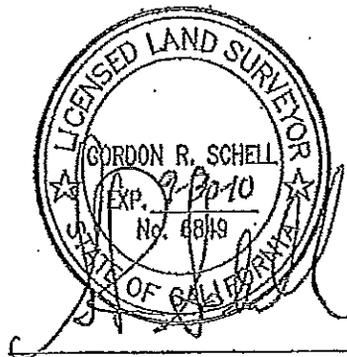
LEGEND

- NL = NEW LOT LINE
- OL = OLD LOT LINE
- PSE = PRIVATE SCENIC EASEMENT
- PDUE = PRIVATE DRIVEWAY & UTILITY EASEMENT.
- PAUE = PRIVATE ACCESS & UTILITY EASEMENT.

Easement Note:

Ex. P.G.& E. Pole Line Easement (137 Deeds 582)
Location not defined of Record.

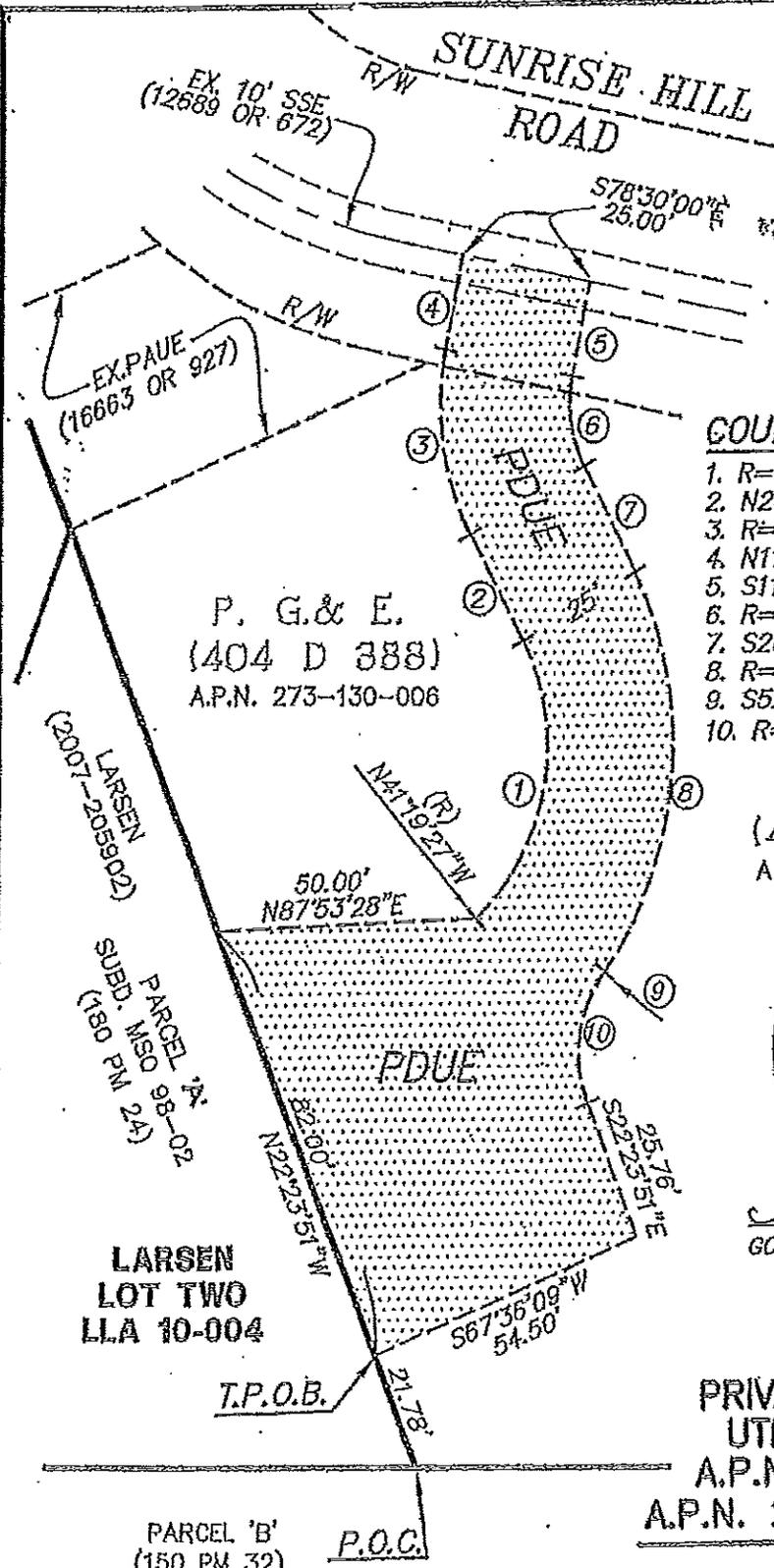
SHELL & MARTIN, INC.
 CIVIL ENGINEERING & LAND SURVEYING
 3377 MT. DIABLO BOULEVARD
 LAFAYETTE, CALIFORNIA 94549
 925.283.8111



GORDON R. SCHELL LS 6849
EXP. DATE 9-30-10

EXHIBIT 'B'
PRIVATE DRIVEWAY &
UTILITY EASEMENT
 A.P.N. 273-130-006
 A.P.N. 273-130-031, 032

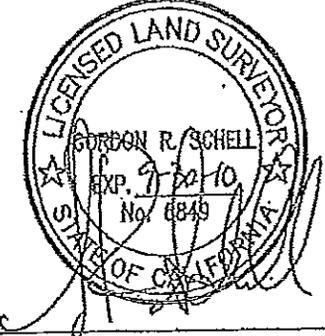
NO SCALE
 DATE: SEPTEMBER 10, 2010
 JOB NO. 491-07 (LARSEN)



COURSE DATA

1. R=40.00' D=76°55'31" L=53.70'
2. N28°14'58"W 21.41'
3. R=48.50' D=39°44'58" L=33.65'
4. N11°30'00"E 18.00'
5. S11°30'00"W 18.00'
6. R=23.50' D=39°44'58" L=16.30'
7. S28°14'58"E 21.41'
8. R=65.00' D=65°58'54" L=74.85'
9. S52°16'04"E (R)
10. R=23.50' D=60°07'47" L=24.66'

P. G. & E.
(404 D 388)
A.P.N. 273-130-006



GORDON R. SCHELL LS 6849
EXP. DATE 9-30-10

EXHIBIT 'B'
PRIVATE DRIVEWAY &
UTILITY EASEMENT
A.P.N. 273-130-006
A.P.N. 273-130-031, 032

NO SCALE

DATE: SEPTEMBER 10, 2010
JOB NO. 491-07 (LARSEN)

PDUE = PRIVATE DRIVEWAY AND
UTILITY EASEMENT.

EXHIBIT C

LEGAL DESCRIPTION OF BENEFITED PROPERTY

The parcel of land described and designated PARCEL ONE in the deed from Robert C. Larsen and Kim K. Larsen, husband and wife to Robert C. Larsen and Kim K. Larsen, husband and wife, dated July 13, 2007 and recorded as Recorder's Serial Number 2007-0205902 in the Official Records of Contra Costa County.

EXHIBIT D

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 \$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 One Million Dollars (\$1,000,000) each occurrence/ Two Million Dollars (\$2,000,000) aggregate 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 Basement 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
One Market, Spear Tower, Suite 2400
San Francisco, California 94105

Pacific Gas and Electric Company
1850 Gateway Boulevard, 8th Floor
Concord, CA 94523
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 3889-E

Attachment 2

Larsen Grant Deed

RECORDING REQUESTED BY:

Old Republic Title Company



3

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2007-0205902-00

Acct 11- Old Republic Title
Tuesday, JUL 17, 2007 08:00:00
S30 \$10.00:MIC \$1.00:MOD \$3.00
REC \$7.00:FTC \$2.00:
Ttl Pd \$23.00 Nbr-0003785921

ORDER #: 0113001153-VPH
APN #: 273-130-031

WHEN RECORDED MAIL TO

Robert C. Larsen & Kimberly K. Larsen
5 Sunrise Hill Road
Orinda, CA 94563

SPACE ABOVE THIS LINE FOR RECORDERS USE

Grant Deed

The undersigned grantor(s) declare(s):

Documentary transfer tax is

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

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Robert C. Larsen and Kim K. Larsen, husband and wife, as Community Property with Right of Survivorship

hereby GRANT(S) to

Robert C. Larsen and Kimberly K. Larsen, husband and wife as Community Property with Right of Survivorship

that property in City of Orinda, Contra Costa County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

Mail Tax Statements to Grantee at address above

Date July 13, 2007

State of CALIFORNIA

County of CONTRA COSTA

Robert C. Larsen

Kim K. Larsen

On 7-13-07 before me,

V. Puccini-Hutchison
a Notary Public in and for said State, personally appeared
ROBERT C. LARSEN
KIM K. LARSEN

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



WITNESS my hand and official seal.
Signature
Name V. Puccini-Hutchison
(typed or printed)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT A

The land referred to is situated in the County of Contra Costa, City of Orinda, State of California, and is described as follows:

PARCEL ONE:

PARCEL A, MAP OF SUBDIVISION MS 098-02, FILED FEBRUARY 16, 2001, BOOK 180 OF PARCEL MAPS, PAGE 24, CONTRA COSTA COUNTY RECORDS.

RESERVING THEREFROM:

AN EASEMENT FOR THE BENEFIT OF PARCEL B OF MS 98-02 (P180/24) FOR ACCESS AND UTILITIES OVER THAT PORTION OF PARCEL ONE ABOVE SHOWN AS P.A.U.E. 25 FEET WIDE P.U.E., EBMUD AND PSSE ON THE FILED MAP OF SAID SUBDIVISION (P180/24)

PARCEL TWO:

A RIGHT OF WAY AS AN APPURTENANCE TO PARCEL ONE ABOVE BEING AN EASEMENT FOR ROAD PURPOSES TOGETHER WITH THE RIGHT TO CONSTRUCT, REPLACE, REPAIR, MAINTAIN AND USE SAID ROAD AS RESERVED IN THE DEED FROM SAMUEL BRECK, ET AL, TO PACIFIC GAS AND ELECTRIC COMPANY, A CORPORATION, RECORDED FEBRUARY 11, 1922, IN BOOK 404 OF DEEDS, PAGE 388, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

PARCEL THREE:

AN EASEMENT FOR ROADWAY AND UTILITIES AS AN APPURTENANCE TO PARCEL ONE ABOVE AS GRANTED IN THE DEED TO JAMES R. ARMSTRONG AND MARK D. PARTRIDGE, RECORDED JUNE 13, 1991, BOOK 16663, PAGE 927, CONTRA COSTA COUNTY RECORDS.

PARCEL FOUR:

AN EASEMENT (NOT TO BE EXCLUSIVE) FOR DRIVEWAY AND RETAINING WALL PURPOSES AS A APPURTENANCE TO PARCEL ONE ABOVE, OVER THAT PORTION OF PARCEL B, MAP OF MSO 98- 02, FILED FEBRUARY 16, 2001, IN PARCEL MAP BOOK 180, PAGE 24, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF PARCEL A, AS SAID PARCEL IS SHOWN ON SUBDIVISION MAP MSO 098-02, RECORDED FEBRUARY 16, 2001, IN BOOK 180 OF PARCEL MAPS, AT PAGE 24, CONTRA COSTA RECORDS, AND RUNNING THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL A

A. N 89 DEGREES 30' 09" W, 58.68 FEET; THENCE LEAVING SAID SOUTHERLY BOUNDARY AND CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL A

B. N 54 DEGREES 37' 37" W, 117.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHWESTERLY BOUNDARY

1. N 54 DEGREES 37' 37" W, 26.01 FEET; THENCE LEAVING SAID PARCEL A SOUTHWESTERLY BOUNDARY AND CONTINUING INTO PARCEL B, AS SAID PARCEL B IS SHOWN ON LAST SAID SUBDIVISION MAP

2. S 17 DEGREES 54' 28" E, 20.85 FEET; THENCE

3. N 72 DEGREES 05' 32" W, 15.55 FEET TO THE TRUE POINT OF BEGINNING.

APN: 273-130-031

Advice 3889-E

Attachment 3

PG&E Deed

185-5
2301-03-0053

See A-169 \$1030.00

FORV - and switches purposes

DWGR-525 Pol 6

THIS INDENTURE made this 31ST day

of January 1922 by and between SAMUEL BRECK and
J. Y. ECCLESTON, Trustees for MARY ROSE, a widow,
ANNIE R. FARIA, formerly
MARY ROSE, ANNIE ROSE, JOHN ROSE, MANUEL ROSE,
ROSIE BOTELHO, BELLE WILLIAMS, NELLIE THOMAS, formerly
NELLIE ROSE, all
of the County of Contra Costa, State of California,
the parties of the first part, and the PACIFIC GAS
AND ELECTRIC COMPANY, a corporation duly organized
and existing under and by virtue of the laws of the
State of California, the party of the second part,

RENTY.
REUR.
M.P.
M.P.

WITNESSETH that the parties of the first
part, for and in consideration of the sum of One
Dollar (\$1.00) in lawful money of the United States
of America to them paid by the said party of the
second part, the receipt whereof is hereby acknow-
ledged, do by these presents grant, bargain and
sell unto the said party of the second part and to
its successors and assigns forever, all that certain
piece or parcel of land, situate, lying and being
in the County of Contra Costa, State of California,
bounded and described as follows, viz:

Beginning at the Southeasterly
corner of Lot 9 of Section 3, Town-
ship 1 South, Range 3 West, M.D.B. &
M., and running thence along the
easterly boundary line of said Lot
9 North 23 degrees, 05 minutes West,
395.0 feet; thence leaving said
boundary line South 66 degrees, 55
minutes West, 290.0 feet; thence
South 23 degrees 05 minutes East,
275.77 feet to a point in the
Southerly boundary line of said
Lot 9; thence along said Southerly
boundary line North 89 degrees,
16 minutes East, 313.55 feet more
or less to the point of beginning,
and containing 2.23 acres and being
a fractional part of Lot 9 of Section
3, Township 1 South, Range 3 West,
M.D.B. & M.

See Parcel # 6
ST 185-22

Together with the tenements, hereditaments and

appurtenances thereunto belonging, or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, reserving, however, to the parties of the first part an easement for road purposes, together with right to construct, reconstruct, replace, repair, maintain and use said road along the route of the present road across the above described parcel, provided however, that if said road shall at any time interfere with the use of said land by the party of the second part the route of said road shall be changed to such an extent as is necessary to avoid such interference.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said party of the second part and to its successors and assigns forever.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands the day and year first above written.

Witness
Plant Davidson

Witnesses to mark of Mary Rose a widow
T. J. Burke
Mmanuel Rose



Executed in the presence of

T. J. Burke
 Witness

Samuel Orick - Justice

J. H. ... Justice

MARY X Rose widow

MARY ROSE

Annie R. Fasia

John Rose

Mmanuel Rose

Rosie Betelko

Nellie Thomas

Belle Williams

State of California } ss.
City and County of San Francisco,

On this 8th day of February, A. D. One Thousand Nine Hundred and Twenty-two, before me, R. J. CANTRELL, a Notary Public in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared T. J. Burke,

known to me to be the same person whose name is subscribed to the within instrument, as a witness thereto, who, being by me duly sworn, deposed and said, that he resides in Placer County, Calif., that he was present and saw Mary Rose, a widow, Mary Rose,

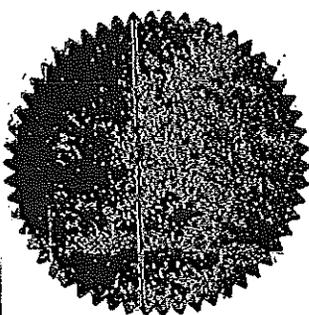
Annie R. Faria, formerly Annie Rose, John Rose, Manuel Rose, Rosie Botelho, Belle Williams and Nellie Thomas, formerly Nellie Rose,

(personally known to him to be the person described in and who executed the said instrument, as part thereof), sign and execute the same; and that the said Mary Rose, a widow, Mary Rose, Annie R. Faria, formerly Annie Rose, John Rose, Manuel Rose, Rosie Botelho, Belle Williams and Nellie Thomas formerly Nellie Rose, duly acknowledged in the presence of said affiant, that they executed the same, and that he, the said affiant, thereupon, and at their request, subscribed his name as a witness thereto.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, at my office, in the said City and County of San Francisco, the day and year in this certificate first above written.

R. J. Cantrell
Notary Public in and for the City and County of San Francisco, State of California.

State of California } ss.
County of Alameda



On this 1st day of February, in the year One Thousand Nine Hundred and Twenty-two, before me, Mary Parkinson,

a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared Samuel Brown, Trustee,

and J. M. Eccleston, Trustee

known to me to be the person described in and whose name subscribed to the within instrument, and who acknowledged to me that they executed the same,

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

Mary Parkinson Notary Public
In and for said County of Alameda, State of California

FOR THE AS

RECORDED AT REQUEST OF

American Railway Express Co.,

FEB 11 1922

26 MIN. PAST 10 A.M. P.

VOL. 404 OF Deeds

PAGE 388

OFFICE OF CONTRA COSTA COUNTY

[Handwritten signature]
COUNTY RECORDER

DEPUTY RECORDER

\$2.25c

Jan 31 1922

PACIFIC GAS AND ELECTRIC CO.
Bole Hotel
Samuel Brock Street
W. B. Beckwith
Madison Highway, Mad. Road

Mary Rose
Frank Rose
Frank Rose
Frank Rose

INDEXED

1130

11-9

6791

A-761

Richmond-Martinez Abstract and Title Company

CAPITAL \$ 50,000.

OFFICES
RICHMOND, CAL.
MARTINEZ, CAL.

TITLE INSURANCE POLICIES FURNISHED
"MEMBER"
AMERICAN ASSOCIATION OF TITLE MEN
CALIFORNIA LAND TITLE ASSOCIATION.

TELEPHONES
RICHMOND 619
MARTINEZ 13

No. 35131. **Unlimited Certificate of Title**

Made at the request of **PACIFIC GAS & ELECTRIC COMPANY, San Francisco, Cal.**

After a complete and careful examination of the official records of the County of Contra Costa, State of California, and the indexes and records in the offices of the Richmond-Martinez Abstract and Title Company, Incorporated, in relation to the title to that certain tract of land hereinafter described, the

Richmond-Martinez Abstract and Title Company

a corporation, organized and existing under the laws of the State of California, and having its principal place of business at the City of Martinez, in the County of Contra Costa, State of California; CERTIFIES, that the record title to the property hereinafter described as appears from said records, is now vested as follows, to wit:—

MARY ROSE, ANNIE ROSE, JOHN ROSE, MANUEL ROSE,
ROSIE BOTELHO nee ROSIE ROSE, BELLE WILLIAMSON,
nee ROSE, and NELLIE ROSE (in equal shares)

Subject to the Trust as held by
SAMUEL BRECK and J. Y. ECCLESTON, Trustees
for MARY ROSE, widow, during her life.

FREE AND CLEAR OF ALL LIENS AND INCUMBRANCES, EXCEPT:

SUBJECT to all roadways or avenues which may have been at any time or in any manner dedicated or conveyed to either private or public use.

D E S C R I P T I O N .

ALL that certain lot, piece or parcel of land situate, lying and being in the County of Contra Costa, State of California, described as follows, to-wit:

Lot NINE (9) of Section THREE (3), Township One (1) South Range Three (3) West, Mount Diablo Base and Meridian, containing 21.80 acres, more or less, Contra Costa County, California.

This Certificate does not include an examination of, or report on:

1. Exceptions and rights reserved in United States Patents, or in the certification of indemnity land selections, existing roads, water locations, mining claims, or matters relating thereto,
2. Records of or relating to Boulevard, Drainage, Fire Protection, Irrigation, Levee, Library, Lighting, Overflow, Protection, Reclamation, Road, Road Improvement, Sanitary, Storm Water, Union High School and Library Districts, Highway Construction or Permanent Road Divisions, if the property described herein lies within the boundaries of any such district or division.
3. Municipal taxes and assessments and the effect and operation of municipal laws, ordinances and regulations, proceedings for street, street lighting, sewer, shade trees, sidewalk, park and playground improvements, and for opening, widening and other changes in streets or alleys, if the property described herein lies within the boundaries of any incorporated city except the City of Martinez and City of Richmond.
4. Proceedings and assessments by the County of Contra Costa, or any city therein, except the City of Martinez and City of Richmond, for the improvement of or sewers in any street, avenue, lane, alley, court or place forming the exterior boundary of a city.
5. Instruments, trusts, defects, liens, easements and encumbrances, and rights or claims of parties in possession of all or any portion of said property, not shown by any of the official records of Contra Costa County.
6. The validity or legality of tax sales, public assessments, attachments, leases, easements, declarations of homestead, and money judgments, if any are mentioned in this Certificate.

In testimony Whereof, the Richmond-Martinez Abstract and Title Company has caused these presents to be duly signed by its President and attested by its Secretary, under its corporate seal, this 11th day of January, 1922, at 9 A.M.,

RICHMOND-MARTINEZ ABSTRACT AND TITLE COMPANY.

By

Chas. E. Bacon

President.

A. O. Glass

Secretary.



#35131.



Breck and Eccleston.

U N I T I M I T E D

GENERIC
OF
THE

No. 35131.

Lot No. 9 of Section 3,
T. 1 S. R. 3 W.,
Containing 21.80 acres,
Contra Costa County,
California.

COMPILED BY THE

RICHMOND AND MARTINEZ
GENERIC GAS AND ELECTRIC COMPANY

INCORPORATED
CAPITAL STOCK \$50,000.
RICHMOND AND MARTINEZ
CONTRA COSTA COUNTY
CALIFORNIA

THIS 11th DAY OF January 19 22.

AT REQUEST OF

PACIFIC GAS & ELECTRIC CO.
San Francisco, Cal.

Advice 3889-E

Attachment 4

Valuation

VALUATION

APPROACHES TO VALUE

There are three basic approaches by which market data may be processed to form an indication of value: the Cost Approach, the Direct Sales Comparison Approach, and the Income Capitalization Approach.

The **Cost Approach** is based on the principle of substitution. It assumes an informed purchaser would pay no more than the cost required to purchase a similar site and produce within a reasonable period of time a substitute property with similar utility and income potential.

The land value is estimated on the basis of a direct market comparison. An estimate of the current reproduction cost of the improvements is adjusted to reflect depreciation from physical, functional and locational (external) considerations. The depreciated value of the improvements is then added to the estimated land value in order to render an indication of value by the Cost Approach.

The Cost Approach is particularly applicable when the property being appraised involves relatively new improvements which represent the highest and best use of the land, or when relatively unique or specialized improvements are located on the site for which no comparable properties there exist in the market.

The **Direct Sales Comparison Approach** also relies on the principle of substitution. It assumes an informed purchaser would pay no more for a property than the cost of acquiring an existing property with similar utility or income potential.

An estimate of value is developed by comparing the appraised property to actual sales of similar or reasonable alternative properties. Appropriate units of comparison, depending on the property type, are extracted from market sales, which are then applied to the subject.

This approach is applicable when an active market provides sufficient quantities of reliable data verified from authoritative sources. The Direct Sales Comparison Approach is relatively unreliable in an inactive market, or in estimating the value of properties for which no real comparable sales data are available. It is also a questionable approach when sales data cannot be verified with principals to the transaction.

The **Income Approach** is based on the principle of anticipation. The value of property is based on an investor's perception of anticipated future cash flows and disposition of the property at the end of the investment period.

The Income Approach establishes an estimate of potential income based on existing rentals for similar properties in the area, as well as current lease agreements. The potential income is adjusted for vacancy, collection losses, and typical operating expenses. Depending on the method used, the value estimate is achieved by either capitalizing the first year's income at a market extracted rate, or discounting the net income for each year of the investment period to arrive at a present value indication. The characteristics of the appraised property's anticipated cash flow generally dictate which method will be used in the Income Approach. The Income Approach is widely applied in appraising income producing properties.

The next step in the appraisal process is the **reconciliation** or correlation of the value indications. In the reconciliation or correlation, the appraiser considers the relative applicability of each of the approaches used, examines the range between the value indications, and places major emphasis on the approach or approaches that appear to produce the most reliable solution to the specific appraisal problem.

The purpose of the appraisal, type of property, and adequacy and reliability of the data are analyzed. These considerations influence the weight given to each of the approaches to value. It can be readily observed that most of the information pertaining to the fair market value of the subject property must be derived from the marketplace, because the appraiser anticipates the actions of buyers and sellers in the market.

Neither the Cost nor Income Approaches were considered meaningful since vacant land is typically valued by using the Sales Comparison Approach.

SALES COMPARISON APPROACH

The Sales Comparison Approach utilizes sales of comparable properties, adjusted for differences, to indicate a value for the subject property. Valuation is typically accomplished using either percentage or dollar adjustments. The adjustments are made in such a way as to make the comparables like the subject. An indicated value by the Sales Comparison Approach is then reconciled for the subject property.

The reliability of this approach is dependent upon (a) the availability of comparable sales data; (b) the verification of the sales data; (c) the degree of comparability; and, (d) the absence of non-typical conditions affecting the sales price. With an adequate number of sales, containing the above criteria, the reliability and defensibility of the concluded subject property valuation can be well supported.

The following sales were used as a basis upon which to estimate the subject's value. Additional information regarding each sale (in addition to a ground photograph, aerial photo, and plot map) is found as Addendum B.

Sales Summary

The comparable sales are all large residential sites located mostly in either Orinda or Lafayette that range from 32,000 to 53,000 square feet. All sales occurred within 10 months of the valuation date.

Adjustments

The following categories will be explained in terms of how they affected prices in relationship to the subject.

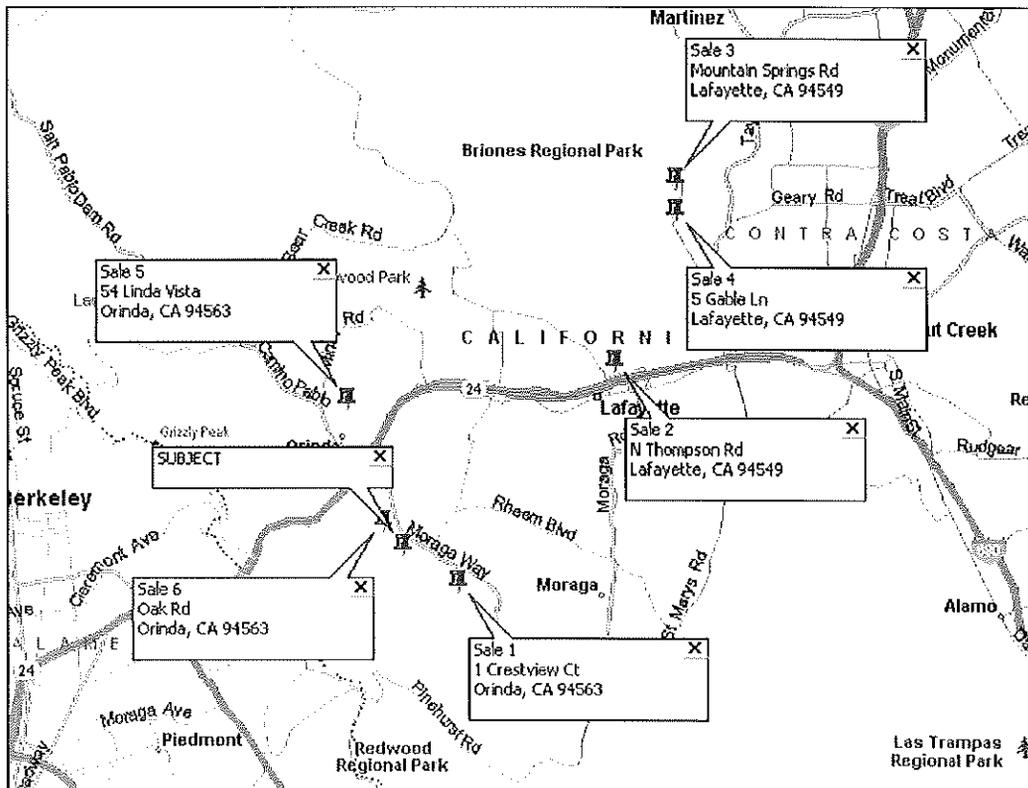
Terms/Conditions

No adjustments were needed for these categories since all are closed sales and purchased without conditions.

Comparable Sales

No.	Address APN	Land Size Topo Wooded	Access Utilities View	House Size	View of Transmission Lines Transmission Line Easements	Rec. Date Doc. #	Price Price/S.F.
1	1 Crestview Court Orinda 271-160-018-3	43,995 s.f. Steep Some	Street In Street Area (min)	Yes 2,390 sf	No No	9/3/09 211839	\$475,000 \$10.91/sf
2	N. Thompson Rd Lafayette 244-190-014	43,560 s.f. Sloping No	Street In Street Area	No N/A	No No	1/21/09 9922	\$532,000 \$12.22/sf
3	Mountain Springs Lafayette 167-100-003	31,780 s.f. Upsloping Some	Street In Street Hills	No N/A	No No	9/02/08 194593	\$176,500 \$5.55/sf
4	5 Gable Lane Lafayette 230-030-026-2	53,143 s.f. Sloping Yes	Need Easement In Street Panoramic	No N/A	No No	12/15/08 267901	\$290,000 \$5.46/sf
5	54 Linda Vista Orinda 262-023-016	32,000 s.f. Downslope Some	Street In Street Panoramic	Yes 1,254 sf	No No	6/2/09 126689	\$425,000 \$13.28/sf
6	Oak Road Orinda 271-081-032-08	33,500 s.f. Steep Some	Street In Street Hills	No N/A	Yes No	4/22/09 87132	\$305,000 \$9.10/sf

Location Map



Time of Sale

Property values have been declining in the region. Sales 2, 3 and 4 required minus adjustments for time since they are the oldest sales. Each was adjusted downward by 10% to reflect the declining market.

Size/Utilities

The subject is estimated to have 1 acre (see limiting conditions). Its size is within 15,000 square feet of all the sales. No adjustments were needed for size.

No adjustments were necessary for utilities since all have public utilities in the street.

Access/Topography

Access was fairly similar for all the sales except Sale 4 which needs an easement. Since it is inferior, a plus adjustment is given.

In terms of topography, slight adjustments will be made when comparing the subject's topography with the sales. Naturally, those sites with severe sloping are inferior, thus requiring a plus adjustment.

Location

All sales are very similar in terms of overall location. No Adjustments needed.

Building Size, Quality & Condition

Sales 1 and 5 are improved with houses. Though the buyers do not intend to keep the structures, they could be rented during the approval process. Further benefits arise during the permitting process for the new house if portions of the old structure can be used. Demolition costs are minor in response to benefits. Therefore, Sales 1 and 5 are superior and were given minus adjustments.

Transmission Lines

Approximately one-third of the subject is encumbered with an easement for overhead transmission lines. None of the comparables are so encumbered. Therefore each sale is superior and received a minus adjustment.

Views

The subject has views of the surrounding hills. However, those views are interrupted by the 230 kV transmission lines and towers. This type of view is far less desirable than an uninterrupted view. All sales with views are superior and were adjusted downward.

Adjustment Grid

No.	<u>Address</u> <u>APN</u>	<u>Price</u> <u>Price/SF</u>	<u>Interest</u> <u>Financing</u> <u>Conditions</u>	<u>Time</u> <u>of Sale</u>	<u>Topography</u> <u>Access</u> <u>House</u>	<u>View of</u> <u>Transmission Lines</u> <u>Transmission Line</u> <u>Easements</u>	<u>Cumulative</u> <u>Adjustment</u>	<u>Adjusted</u> <u>Price</u>
1	1 Crestview Ct Orinda 271-160-018-3	\$475,000 \$10.91/sf	= = =	= \$475,000	= = -25%	-10% -10%	-45%	\$261,250
2	N. Thompson Rd Lafayette 244-190-014	\$532,000 \$12.22/sf	= = =	-10% \$479,000	= = =	-10% -10%	-20%	\$383,200
3	Mountain Springs Lafayette 167-100-003	\$176,500 \$5.55/sf	= = =	-15% \$150,000	+25% = =	-10% -10%	+5%	\$157,500
4	5 Gable Lane Lafayette 230-030-026-2	\$290,000 \$5.46/sf	= = =	-10% \$261,000	= +20% =	-10% -10%	=	\$261,000
5	54 Linda Vista Orinda 262-023-016	\$425,000 \$13.28/sf	= = =	= \$425,000	= = -10%	-10% -10%	-30%	\$297,500
6	Oak Road Orinda 271-081-032-08	\$305,000 \$9.10/sf	= = =	= \$305,000	= = =	-10% -10%	-20%	\$244,000

Summary of Sales

After adjustments were made, the sales produced adjusted prices between \$157,500 and \$383,200. Once the highest and lowest are omitted, the range narrows from \$244,000 to \$297,500.

For this analysis, a value of \$265,000 will be assigned to the land after its legal creation.

However, since the subject has yet to incur costs associated with creating a legal parcel, an allowance for those costs is appropriate. Given the scope of this assignment, an amount of \$25,000 will be deducted from the opinion of market value to acknowledge that costs will be incurred.

Therefore, the value of the subject "as is" is \$240,000. This value is equivalent to \$5.51 per square foot of land area.

FINAL OPINION of VALUE for ENTIRE PARCEL

\$240,000

VALUE of EASEMENT

The value of any easement is based on use. Since two parties will use the easement equally, the value is justified to be 50% of fee value.

$$\begin{aligned} \$240,000 \div 43,560 \text{ s.f.} &= \$5.51/\text{s.f.} \\ \$5.51/\text{s.f.} \times .50 &= \$2.75/\text{s.f.} \end{aligned}$$

Size of Easement:

$$6,790 \text{ s.f.} \times \$2.75/\text{s.f.} = \$18,672$$

Preliminary Value of Easement \$18,672

The driveway easement will be shared equally by both benefiting properties. Furthermore, the improvements made to the easement will increase the value of the subject in two ways. First, it will provide immediate access to the most buildable portion of the site. Second, all costs associated with both improving the driveway and bringing utilities from the street to the buildable portion will be incurred by the adjacent property owner, not the subject owner. Therefore, subject will be benefited by the easement.

Though exact costs for the driveway and utility improvements have not been provided, a cost estimate equivalent to \$10.00 per square foot will be used in this analysis. Should a contractor's estimate be provided in the future, this appraisal will be amended upon request. Approximately 75% of the easement will be paved.

$$\begin{aligned} 6,790 \text{ s.f.} \times 75\% &= 5,093 \text{ s.f.} \\ 5,093 \text{ s.f.} \times \$12.00/\text{s.f.} &= \$61,116 \text{ for driveway improvements} \end{aligned}$$

Since both parties will benefit equally, the benefit to the subject is one half the cost, or \$30,558.

Conclusion of Value for the Driveway Easement

The subject will greatly benefit from the improvements made to the easement. In fact, benefits outweigh the actual value of the easement. In such a circumstance, nominal value will be assigned to the easement to acknowledge a purchase of a property right. In this case, \$2,000 is considered to be nominal. It is assumed that all costs associated with creating the easement will be borne by Mr. and Mrs. Larsen.

FINAL VALUE ESTIMATE for EASEMENT

\$2,000

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

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