



Brian K. Cherry
Vice President
Regulation and Rates

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P.O. Box 770000
San Francisco, CA 94177

Fax: 415.973.6520

May 3, 2012

Advice 4041-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Promontory Park Veterans Memorial– Request for Approval Under
Section 851**

Purpose

Pacific Gas and Electric Company (“PG&E”) respectfully requests an order from the California Public Utilities Commission (“CPUC”) authorizing PG&E under Public Utilities Code § 851 (“Section 851”) to enter into an encroachment agreement (Attachment 1) with the El Dorado Hills Community Services District (“EDHCSD”). The Agreement would allow EDHCSD to construct and maintain a memorial (“the Memorial”) to veterans of the American armed forces in all wars or conflicts from World War I through the current wars in Afghanistan and Iraq in a PG&E Right of Way (“ROW”) in the unincorporated community of El Dorado Hills, El Dorado County, California.

Background

In 1965, PG&E was granted a perpetual and exclusive easement and ROW (Attachment 2) by Blanche G. Russell, the original property owner, to construct and maintain electric transmission lines within a 100’ ROW in Section 27, Township 10 North, Range 8 East, which is currently located in the unincorporated community of El Dorado Hills, County of El Dorado, California.

In July of 2011, EDHCSD contacted PG&E to begin the process of acquiring an encroachment agreement for use of the land described in the previous paragraph for construction of the Memorial. PG&E consulted its internal transmission planning organization and determined that, as designed, the Memorial would not hinder PG&E’s ability to safely and reliably operate its transmission line that crosses the proposed encroachment agreement 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	El Dorado Hills Community Service
Ann H. Kim	District
Law Department	Mark Riemer
P.O. Box 7442	1021 Harvard Way
San Francisco, CA 94120	El Dorado Hills, CA 95762
Telephone: (415) 973-7467	Telephone: (916) 933-6624
Facsimile: (415) 973-5520	Facsimile: (916) 933-5341
Email: AHK4@pge.com	Email: mriemer@edhcsd.org

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

The property is located in the unincorporated community of El Dorado Hills (Township 10 N. Range 8E. Sec. 28 SE ¼), County of Eldorado, California. The property is currently an undeveloped grass field that is crossed by PG&E and Sacramento Municipal Utility District ("SMUD") Transmission Lines.

(3) Intended Use of the Property:

EDHCSD intends to construct and maintain a memorial honoring veterans of the American armed forces in all wars or conflicts from World War I through the current wars in Afghanistan and Iraq on the property. The Memorial will include a perimeter wall, entrance gate, walkways, statues and gardens.

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

Not applicable. PG&E will receive no payment for granting the encroachment agreement to EDHCSD.

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

Not applicable. PG&E will receive no payment for granting the encroachment agreement to EDHCSD.

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

No PG&E property is being sold or disposed of because of this transaction. Therefore, no change in PG&E's rate base will result from approval of this Section 851 request. Entering into this encroachment agreement will neither interfere with the operations of PG&E's transmission line that crosses the

proposed encroachment area nor affect PG&E's ability to provide reliable service to its customers and the public at large.

With its encroachment agreements, PG&E, as a standard practice, includes a "Restoration" condition, which requires that the encroachment agreement grantee vacate the encroachment area within 90 days of receiving written notice to vacate from PG&E. The Restoration section is typically a required condition in PG&E's encroachment agreements so as to not restrict PG&E in its effort to safely and reliably operate its electric system, and not restrict it in its ongoing transmission planning efforts. As described in the introduction above, an encroachment agreement is being requested from PG&E by EDHCSD to construct and maintain a veteran's memorial that consists of among other things, statues with concrete foundations and a perimeter wall. PG&E's transmission planning unit has determined that, as designed, the Memorial proposed for the encroachment agreement area will not conflict with PG&E's ability to safely and reliably operate its transmission line that crosses the encroachment area and that there would be no reason to require the veteran's memorial to be removed from the encroachment area because of PG&E's ongoing transmission planning efforts.

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

Not Applicable.

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

Not Applicable.

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

Not Applicable

(10) A Complete Description of any Recent Past (Within the Prior Two Years) or Anticipated Future Transactions that May Appear To Be Related to the Present Transaction¹:

Not Applicable.

(11) Sufficient Information and Documentation (Including Environmental Review Information) to Indicate that All Criteria Set Forth in Section II of Resolution ALJ-244 Are Satisfied:

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

- The activity proposed in the transaction will not require environmental review by the CPUC as a Lead Agency;
- The transaction will not have an adverse effect on the public interest or on the ability of PG&E to provide safe and reliable service to its customers at reasonable rates;
- The transaction will not materially impact the ratebase of PG&E; and
- The transaction does not warrant a more comprehensive review that would be provided through a formal Section 851 application.

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

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

(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 or responsible agency under CEQA either because a statutory or categorical exemption applies, or (b) because the transaction is not a project under CEQA.

a. Exemption

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

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.)

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

Agency: El Dorado Hills Community Services District
Date of Notice of Exemption: April 19, 2012
State Clearinghouse Number: 2012048265

The Project was found to be categorically exempt by the El Dorado Hills Community Services District in April of 2012. The EDHCSD found that the construction of a veterans memorial park appurtenant to the Promontory Community Park is consistent with the Promontory Specific Plan (SP94-03) and the Promontory Specific Plan Final EIR (SCH#94112056) which exempts the project from CEQA pursuant to California Public Resource Code Section 15303(e). A copy of the Notice of Exemption is attached hereto as Attachment 3.

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).

Not Applicable

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 **May 23, 2012**, 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: EDTariffUnit@cpuc.ca.gov

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

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

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

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

Effective Date

Pursuant to the review process outlined in Resolution ALJ-244, PG&E requests that this advice filing become effective as soon as possible. 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". The signature is written in a cursive style and includes a date "5/3/12" written below the name.

Vice President - Regulation and Rates

Attachments

Attachment 1 – Encroachment Agreement
Attachment 2 – PG&E's Existing Easement Agreement
Attachment 3 – Notice of Exemption

***** SERVICE LIST Advice 4041-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

Mary Jo Borak
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-1333
bor@cpuc.ca.gov

Edward Randolph
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-2083
efr@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

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

Mark Riemer
El Dorado Hills Community Service District
1021 Harvard Way
El Dorado Hills, CA 95762
Telephone: (916) 933-6624
Facsimile: (916) 933-5341
Email: mriemer@edhcsd.org

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 E)**

Utility type:

ELC

GAS

PLC

HEAT

WATER

Contact Person: Kimberly Chang

Phone #: (415) 973-5472

E-mail: kwcc@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) #: **4041-E**

Tier: **2**

Subject of AL: **Promontory Park Veterans Memorial– Request for Approval Under Section 851**

Keywords (choose from CPUC listing): Compliance, Agreements

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

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

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

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

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

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

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

Resolution Required? Yes No

Requested effective date: **Upon Commission Approval**

No. of tariff sheets: N/A

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

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

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

Tariff schedules affected: N/A

Service affected and changes proposed: 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

E-mail: EDTariffUnit@cpuc.ca.gov

Pacific Gas and Electric Company

Attn: Brian 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

Attachment 1: Enroachment Agreement

LD-2110-08-
RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Services Office
343 Sacramento Street
Auburn, CA 95603

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

Computed on Full Value of Property Conveyed, or

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

Signature of declarant or agent determining tax

(APN 124-110-10)

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this "**Agreement**") is made and entered into this ___ day of _____, 2012 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and EL DORADO HILLS COMMUNITY SERVICES DISTRICT, hereinafter called "**Owner**."

RECITALS

A. Owner is the fee title owner of certain real property within the County of El Dorado, State of California, Assessor's Parcel Number 124-110-10 (hereinafter, the "**Property**") legally described as follows.

Parcel B as shown upon the Parcel Map filed for record March 19, 2003 in Book 48 of Maps at page 54, El Dorado County Records:

B. PG&E is the owner of a certain easement and right-of-way (the "**Easement**") for electric transmission facilities and for all other purposes connected therewith, as set forth in the Grant of Easement conveyed by Blanche G. Russell, Owners predecessor in interest, to PG&E dated October 6, 1965 and recorded in Book 762 of Official Records at page 73, El Dorado County Records which encumbers the Property. Said Grant of Easement expressly prohibits the construction of buildings and structures within that portion of the Property lying within the strip of

land 100 feet in width as described in said Grant of Easement, hereinafter referred to as the ("the **Easement Area.**") .

C. Owner proposes to construct a Veterans Memorial including concrete foundations and other improvements associated therewith (the "**Improvements**") on the Easement Area, the construction of which violates the prohibition against buildings or other structures contained in the Easement. The Easement Area and the portion of the Easement Area subject to such encroachment (the "**Encroachment Area**") is shown on the map attached as **Exhibit "A"**.

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

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

1. Consent to Encroachment. Notwithstanding the prohibition in the Easement, PG&E hereby consents to the encroachment of the **Improvements** onto the Easement Area at various locations, in the manner and location as more specifically set forth in **Exhibit "B" and "B1"** subject to the terms and conditions set forth herein. In addition, Owner shall have the right of ingress and egress over the Easement Area to obtain access to the Encroachment Area and the Improvements when necessary to fulfill Owners' obligations under this Agreement, in such areas as PG&E determines, in its sole and absolute discretion, will occasion the least practicable damage and inconvenience to PG&E, its facilities and operations.

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

3. Indemnification; Release.

(a) Indemnification. Owner shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries and affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "**Indemnitee**" and collectively, "**Indemnitees**") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees

and costs) and liabilities of whatever kind or nature (collectively, “**Claims**”), which arise from or are in any way connected with the occupancy or use of the Easement Area by Owner or Owners' contractors, agents, or invitees, or the exercise by Owner of its rights hereunder, or the performance of, or failure to perform, Owners' duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of PG&E; (2) injury to property or other interest of PG&E, Owners or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all legal requirements relating to human health or the environment, and including any liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnitee, any Claim arising from the sole, active negligence or willful misconduct of such Indemnitee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Owner is obligated to indemnify or provide a defense hereunder, Owner upon written notice from PG&E shall defend such action or proceeding at Owners' sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Release. Owner accepts all risk relating to its occupancy and use of the Easement Area. PG&E shall not be liable to Owner for, and Owner hereby waive, release, exonerate, discharge and covenant not to sue PG&E and the other Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to any occurrence on or about the Easement Area, the condition of Easement Area, the use or occupancy of the Easement Area by Owner, or PG&E's operation and maintenance of PG&E's facilities in the vicinity of the Easement Area, except in the case of any Indemnitee, any injury, damage, or loss arising from the sole, active negligence or willful misconduct of such Indemnitee.

4. Compliance with Laws. Owner shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, with the conditions of any permit, relating to Owners' use or occupancy of the Easement Area.

5. Alterations. Except for the Improvements authorized to be constructed pursuant to this Agreement, Owner shall not construct any additional buildings or structures on the Easement Area, nor shall Owner make any alteration, addition or improvement to the Easement Area that would increase the Encroachment Area, either horizontally or vertically. Owner shall not drill, bore or excavate on the Easement Area except in connection with construction of the Improvements pursuant to plans and specifications approved by PG&E, or a removal of the Improvements as required by this Agreement.

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

7. Condition of Easement Area. Owner accepts the Encroachment Area and the Easement Area in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Easement Area. Owner understands that numerous hazards, environmental or otherwise, may be located in, on, or underlying the Easement Area, and

that hazardous materials may be used in connection with PG&E facilities that may be operated in the Easement Area, and agrees that entry onto the Easement Area is at Owners' sole risk and expense

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

9. Reserved Rights. PG&E reserves the right to use the Easement Area for such purposes as it may deem necessary or appropriate if, and whenever, in the interest of its service to its patrons or consumers or the public, it shall appear necessary or desirable to do so. Furthermore, PG&E reserves the right to restrict access to the Easement Area if emergency repairs or maintenance are required to PG&E facilities in the vicinity of the Easement Area.

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

11. Notice. Any notices or communications hereunder shall be in writing and shall be personally delivered or sent by first class mail, certified or registered, postage prepaid, or sent by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at its address or addresses listed below, or to such other address or addresses for a party as such party may from time to time designate by notice given to the other party. Notices shall be deemed received, if sent by personal delivery upon actual receipt by the party being sent the notice, or on the expiration of three (3) business days after the date of mailing, or on the following business day if sent by overnight courier

If to PG&E:

Pacific Gas and Electric Company
Land Rights Supervisor
245 , N10A, Room 1015 PO 770000
San Francisco, California 94177

With a copy to:

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

If to Owner:

El Dorado Hills Community Service District, a special district-State of California
Att. Mark Riemer
1021 Harvard Way
El Dorado Hills, CA 95762

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

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

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

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

16. 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.

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

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

20. 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.

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

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

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

State of California
County of _____)

On _____, before me, _____,
Here insert name and title of the officer

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

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

State of California
County of _____)

On _____, before me, _____,
Here insert name and title of the officer

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

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

North Valley Area 6
Land Service Office
Operating Department: Electric Transmission
USGS location MDM, T.10N. R.8E. Section 28 SE1/4
FERC License Number(s)
PG&E Drawing Number: 214606
PLAT NO. J3403
LD of any affected documents: 2110-08-0003
LD of any Cross-referenced documents (if applicable)
TYPE OF INTEREST: 42, 06
SBE Parcel Number: NA
(For Quitclaims, % being quitclaimed)
Order # or PM #: 40862359
JCN:
County: El Dorado
Utility Notice Numbers: NA
851 Approval Application No. _____ Decision _____
Prepared By: PHF
Checked By: NOR
Revision Number (if applicable)

EXHIBIT A

I-118-B
LOT E

100'

774.40'

REF DWG 214606-SHT. 36 OF 37
MIDDLE FORK - GOLD HILL
230 KV TRANSMISSION LINE
LD-2110-08-0003
BOOK 762 Pg 73

PROMONTORY PARK VETERANS MEMORIAL
PG&E EASEMENT ENCROACHMENT AREA

PM 48/54/B

(10)

8.724 A

ALEXANDRA WAY

162.27'

112.34'

97.20'

169.19'

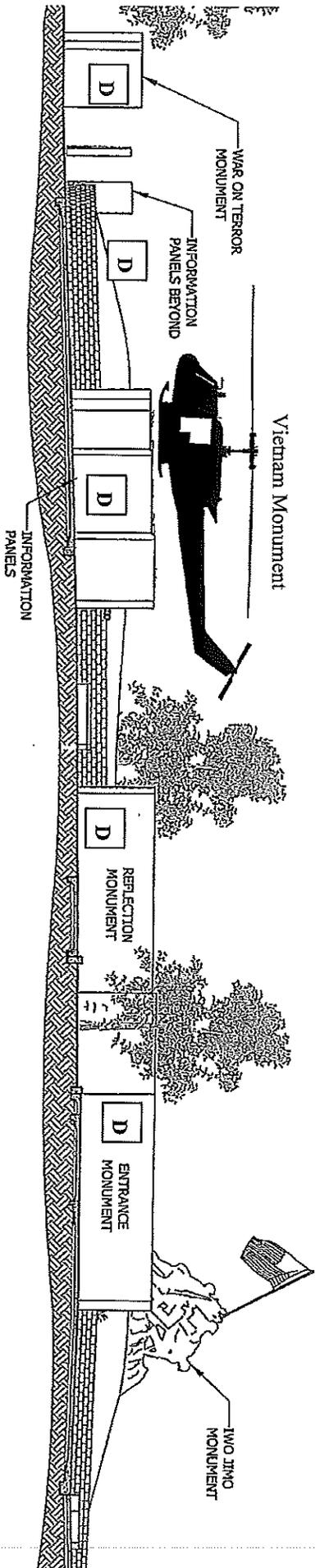
165.16'

126.43'

54.33'



EXHIBIT B1



Vietnam Monument:

Helicopter Silhouette

3/4" Flat COR-TEN Steel Plate

Max. Height = 15 Ft

Iwo Jima Monument:

Flag Raising Silhouette

3/4" Flat COR-TEN Steel Plate

Max. Height = 15 Ft

D= Display Panel Monument

**Attachment 2:
PG&E's Existing Easement Agreement**

ELECTRIC TRANSMISSION
61-6642 7-62 2M

AFTER RECORDING
RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 MARKET STREET
SAN FRANCISCO, CALIFORNIA 94106

ATTENTION: RAY W. LONG
CHIEF RIGHT OF WAY AGENT
LAND DEPARTMENT

FOR RECORDER'S USE ONLY

COMPARED
OFFICIAL RECORDS 2110-08-0003
EL DORADO COUNTY-CALIF
RECORD REQUESTED BY
TAHOE TITLE GUARANTY CO.

OCT 22 2 39 PM 1965

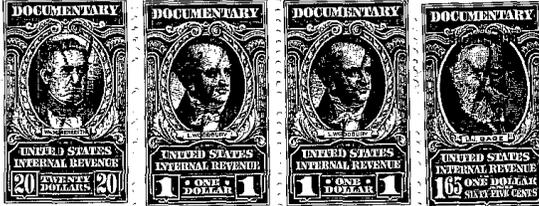
JAMES W. SWEENEY
COUNTY RECORDER

BOOK 5369 PAGE 37

360

99392

T. E. Crocker 15559-F.D.P.



OFFICIAL RECORDS
SACRAMENTO COUNTY, CALIF.

NOV 5 7 00 AM 1965

County Recorder

Middle Fork - Gold Hill 280 RD 7/2
option \$2,000
escrowed - \$19,325
total \$21,325

BLANCHE G. RUSSELL, a widow,

hereinafter called first party, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the receipt whereof is hereby acknowledged, hereby grants to second party those perpetual and exclusive easements and rights of way to construct, operate, maintain, repair, reconstruct, replace, and remove, at any time and from time to time, electric transmission lines, consisting of one or more lines of towers, poles, and/or other structures, wires, and cables, including ground wires, both overhead and underground, for the transmission of electric energy, and for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, poles and/or other structures, wires and cables, together with a right of way, on, along and in all of the hereinafter described strip of those certain lands which are

situate in the County of Sacramento and in the County of El Dorado, State of California, and are described as follows:

The northwest quarter of the southwest quarter of Section 27, Township 10 North, Range 8 East, M.D.B. & M., and the portion of the south half of Section 28, Township 10 North, Range 8 East, M.D.B. & M., described in the order establishing the fact of death and terminating joint tenancy dated August 4, 1954 and recorded in the office of the County Recorder of said County of El Dorado in Book 347 of Official Records at page 9.

The aforesaid strip is described as follows:

A strip of land of the uniform width of 100 feet extending from the easterly boundary line of the northwest quarter of the southwest quarter of Section 27, Township 10 North, Range 8 East, M.D.B. & M., southwesterly to the center line of Natomas Company's canal traversing Section 28, Township 10 North, Range 8 East, M.D.B. & M., and lying equally on each side of the line which begins at a point in the easterly boundary line of the northwest quarter of the southwest quarter of said Section 27 and runs thence south 76° 15½' west, parallel with and distant 200 feet northwesterly from (measured at a right angle to) the center line of Sacramento Municipal Utility District's Camino-Folsom Tower Line, 1770 feet, more or less, to a point herein for convenience called Point "A"; thence continuing south 76° 15½' west 4725 feet, more or less, to a point in the center line of said canal; said Point "A" bears south 20° 25½' west 1098.8 feet distant from the U.S.G.L.O. monument marking the east quarter corner of said Section 28.

99392 NOV - 5 1965

19286

BOOK 762 PAGE 73

First party further grants to second party:

(a) the right of ingress to and egress from said strip over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to first party; provided that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said strip by any public road or highway now crossing or hereafter crossing said lands; provided, further, that if any portion of said lands is or shall be subdivided and dedicated roads or highways on such portion shall extend to said strip, said right of ingress and egress on said portion shall be confined to such dedicated roads and highways;

(b) the right from time to time to trim and to cut down and clear away or otherwise destroy any and all trees and brush now or hereafter on said strip and to trim and to cut down and clear away any trees on either side of said strip which now or hereafter in the opinion of second party may be a hazard to said towers, poles and/or other structures, wires or cables, by reason of the danger of falling thereon, or may interfere with the exercise of second party's rights hereunder; provided, however, that all trees which second party is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of first party, but all tops, lops, brush and refuse wood shall be burned or removed by second party;

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

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

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

90392

Second party hereby covenants and agrees:

- (a) second party shall not fence said strip;
- (b) second party shall promptly backfill any excavations made by it on said strip and repair any damage it shall do to first party's private roads or lanes on said lands;
- (c) second party shall indemnify first party against any loss and damage which shall be caused by the exercise of said ingress and egress or by any wrongful or negligent act or omission of second party or of its agents or employees in the course of their employment.

First party reserves the right to use said strip for purposes which will not interfere with second party's full enjoyment of the rights hereby granted; provided that first party shall not:

- (a) erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction, or add to the ground level in said strip;
- (b) deposit or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on said strip, or so near thereto as to constitute, in the opinion of second party, a hazard to said towers, poles, and/or other structures, wires or cables;
- (c) grant any easement or easements on, under, or over said strip without the written consent of second party.

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

IN WITNESS WHEREOF first party has executed these presents this 6 day of October, 1965.

Blanche G. Russell

99392

Executed in the presence of

Mary Spruce
Witness

62-4202 8-64 (INDIVIDUAL)

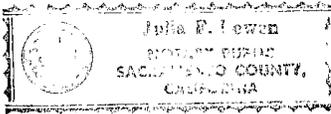
STATE OF CALIFORNIA

County of Sacramento

ss.

On this 6 day of October, in the year 1965, before me, Julia F. Bowen, a Notary Public in and for the said Sacramento County, duly commissioned and sworn, personally appeared Blanche G. Russell

known to me to be the person... whose name... subscribed to the within instrument and acknowledged that she... executed the same.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the said Sacramento County of California, the day and year in this certificate first above written.

JULIA F. BOWEN
418 E. BIDWELL
FOLSOM, SACRAMENTO COUNTY

Julia F. Bowen

My Commission Expires 4/17/66 County of Sacramento, State of California

Notary Public in and for the Sacramento County of Sacramento, State of California
My Commission Expires 4/17/66

FOR NOTARY'S USE ONLY

Sacramento
GM 156512
Dwgs. 214605
and 214606
Sections 27 & 28
T.10N., R.8E.,
M.D.B. & M.
94 ah

Prepared MMA \$3.60
Checked SWM

SEP - 2 '65



2110-08-0003

POLICY OF TITLE INSURANCE

ISSUED THROUGH THE OFFICE OF

Bankers Title Guaranty Company

95

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

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

all subject, however, to the Conditions and Stipulations hereto annexed, which Conditions and Stipulations, together with Schedules A, B, and C are hereby made a part of this policy.

In Witness Whereof, First American Title Insurance & Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, on the date shown in SCHEDULE A.



First American Title Insurance & Trust Company

BY *J. J. Kennedy* PRESIDENT

ATTEST *John Lutz* SECRETARY

302830

2 of 2

Form No. 1084-2

American Land Title Association
Owner's Policy—Standard Form B—1962
and
CLTA Standard Coverage Policy Form
Copyright 1963

SCHEDULE A

Loan No. G. M. 156512/651.1 (RW)

Total Fee for Title Search, Examination
and Title Insurance \$ ~~102.00-0-1~~

Amount \$ 8,530.00

Policy No. 53987 - L

Effective Date November 5, 1965 at 8:00 A. M.

Insured

**PACIFIC GAS AND ELECTRIC COMPANY,
a California Corporation.**

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

**PACIFIC GAS AND ELECTRIC COMPANY,
a California Corporation.**

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

An Easement over the herein described property for electric transmission lines and incidental purposes, granted to Pacific Gas and Electric Company, a California corporation, by Deed dated October 6, 1965, executed by Blanche G. Russell, recorded on October 22, 1965, Book 762, Page 73, El Dorado County Records, and recorded November 5, 1965, Book 5369, Page 37, Official Records of Sacramento County.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One:

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

Part Two:

1. County Taxes for the fiscal year 1965-66. Assessment No. 084112.
Code Area 52-001. Land \$20,870.00.
1st Installment \$782.06 due November 1, 1965, delinquent December 10, 1965.
2nd Installment \$782.06 a lien, not yet due but payable.

County Taxes for the fiscal year 1965-66. Assessment No. 084113.
Code Area 52-001. Land \$38,500.00.
1st Installment \$1,442.76 due November 1, 1965, delinquent December 10, 1965.
2nd Installment \$1,442.76 a lien, not yet due but payable.

2. An easement in favor of the public, over any portion of the herein described property, included in public streets or roads.
3. An easement over the herein described property for poles, wires and incidental purposes, as granted in Deed to Sacramento Municipal Utility District, a municipal utility district, recorded on July 15, 1960, in Book 4085, Page 248, Official Records, described as follows:

A strip of land located in the West one-half of the Southwest one-quarter of Section 27, and the South one-half of Section 28, Township 10 North, Range 8 East, Mount Diablo Base and Meridan, of the uniform width of 200 feet, with 50 feet lying Southerly and 150 feet lying Northerly a line which is described as follows:

BEGINNING at a point in the East line of the said West one-half of the Southwest one-quarter of Section 27 from which said point the West one-quarter corner of said Section 27 bears South 75° 40' 01" West 1365.34 feet and North 1° 22' 07" West 1136.94 feet thence, from said point of beginning South 75° 40' 01" West 6395.83 feet to a point in the said South one-half of Section 28 from which said point the Southwest corner of said Section 28 bears South 52° 44' 48" West 503.66 feet.

continued:

The side line boundaries of said strip shall be lengthened or shortened, as the case may be, so as to terminate in the East line of the said West one-half of the Southwest one-quarter of Section 27 and the West line of property owned by Blanche Russell.

Said easement was re-recorded on August 8, 1960, in Book 4097, Page 219, Official Records.

4. An easement over the herein described property for pipes, wires fixtures and incidental purposes, as granted in Deed to the Pacific Telephone and Telegraph Company, a corporation, recorded on May 29, 1962, in Book 4453, Page 544, Official Records, described as follows:

That portion of the hereinafter described property lying within the South one-half of Section 28 the West one-half of the Southwest one-quarter of Section 27, both in Township 10, North, Range 8 East, M. D. B. & M.

PARCEL 1: COMMENCING at the section corner common to Sections 27, 28, 33 and 34, Township 10 North, Range 8 East, M. D. B. & M., running thence East to the Southeast corner of the West half of the Southwest quarter of said Section 27; thence North to the line run through the center of said Sections 27 and 28; thence East to the center of said Section 27; thence due North to the North line of said Section 27; thence West 1 mile along the North lines of said Sections 27 and 28 to a point due North of the center of said Section 28; thence South 1° 04' East to the Northeast corner of the South half of the Northwest quarter of said Section 28, being the Southeast corner of a tract of land belonging to the Natomas Company of California; thence South 89° 34-1/2' West 2649 feet to the West line of said Section 28; thence along the said Section line South 1309.1 feet to a point; thence South 0° 17' East 1330.7 feet to a point; thence in a straight line to the point of beginning; saving and excepting therefrom that certain tract of land containing 7.346 acres, more or less, described in that certain deed executed by the McComber Estate Company, a corporation, to Natomas Company of California, on August 23, 1917, recorded September 19, 1917, in Book 473 of Deeds, Page 162.

PARCEL 2: BEGINNING at the section corner common to Sections 27, 28, 33 and 34, Township 10 North, Range 8 East, M. D. B. & M., thence North 75° 38' West 5467.0 feet; thence South 0° 17' West 431.0 feet to the center line of Natomas Company's Canal; thence down the center line of canal South 45° 54' East 115.0 feet; thence South 32° 04' East 585.0 feet; thence South 18° 40' East 836.0 feet; thence leaving canal, North 50° 42' East 703.0 feet

continued:

Liens continued:

-3-

thence North 44° 57' East 428.0 feet; North 42° 20' East 289.0 feet; North 21° 10' East 77.0 feet; South 73° 38' East 54.8 feet; South 23° 0' East 331.2 feet; South 70° 14' East 436.4 feet; South 29° 17' West 812.2 feet; South 12° 06' West 537.0 feet; South 84° 33' East 285.0 feet; South 54° 40' East 184.0 feet; South 46° 33' West 141.0 feet; South 64° 21' West 285.0 feet; North 86° 33' West 203.0 feet; South 4° 17' West 232.0 feet; North 84° 04' West 442.6 feet; South 0° 38' West 15.2 feet to the Southeast corner of stone wall; North 39° 22' West 202.0 feet to the center line of Natomas Company's canal; thence following the center line of said canal South 7° 07' West 170.0 feet; thence South 21° 54' West 280.6 feet; thence South 0° 42' East 925.4 feet; thence South 27° 13' West 340.2 feet; thence South 56° 46' West 346.8 feet; thence North 79° 00' West 134.0 feet; thence South 76° 08' West 170.0 feet; thence South 58° 14' West 85.0 feet; thence South 72° 18' West 409.0 feet; thence South 50° 16' West 395.0 feet to a point where fence on South property line of the Ray Broder Ranch intercepts canal; thence South 89° 25' East 615.0 feet to the Northwest corner of Russell property; thence South 89° 50' East 5287.7 feet; North 0° 29' West 1320.0 feet; South 89° 43' East 2640.0 feet; North 0° 16' East 3960.0 feet; North 89° 44' West 1320.00 feet; South 0° 16' West 1320.0 feet; North 89° 34' West 1320.0 feet to the point of beginning.

Said facilities shall be placed within 1 foot of a line located 1 foot Northerly of and parallel with the Southerly line of the right of way conveyed to Sacramento Municipal Utility District, as described in Grant of Right of Way recorded in Book 4085, Page 248, Official Records of Sacramento County, Recorder's File No. 73520 and in Book 515, Page 366, Official Records of El Dorado County, Recorder's Serial No. 9007.

Said easement was re-recorded on July 27, 1962, in Book 4487, Page 508, Official Records, Sacramento County.

5. An easement over the herein described property for underground wires, cables and incidental purposes, as granted in Deed to The Pacific Telephone and Telegraph Company, a corporation, recorded on December 17, 1956, in Book 3212, Page 370, Official Records, described as follows:

BEGINNING at a granite post marking the Northwest corner of Southwest one-quarter of Southwest one-quarter of Section 33, Township 10 North, Range 8 East, M. D. B. & M., running thence South 89° 50' East 5287.7 feet to a granite post; thence South 0° 24' East 1320.0 feet to a granite post; thence 1322.2 feet to a granite post; thence South 0° 24' East 2460.1 feet to a granite post; thence continue on the same course 186.9 feet to

continued:

a granite post; thence South 21° 17' East 290 feet, South 4° 17' East 246 feet, South 0° 50' East 195 feet, South 13° 30' East 64.4 feet; thence South 21° 29' East 400.6 feet, South 21° 12' East 252.8 feet, South 21° 38' East 278.4 feet, South 23° 23' East 701.41 feet, South 23° 39' East 205 feet, South 23° 03' East 943.6 feet, South 23° 44' East 306.8 feet to a granite post, South 23° 33' East 533.8 feet, South 23° 47' East 344.5 feet, South 23° 54' East 599 feet to the center line of the Folsom and Placerville Roads, thence along the center line of said road North 85° 02' West 294.3 feet North 87° 59' West 315.1 feet, thence South 0° 33' West 174.1 feet to a granite post marking the center of Section 10 in Township 9 North, Range 8 East, M. D. B. & M., thence North 89° 52' West 1316 feet to a granite post, thence North 0° 07' East 754.9 feet to the center line of said road; thence along the center line of said road North 64° 56' West 312 feet North 29° 58' West 217 feet North 15° 30' West 253.7 feet, thence leaving said road North 89° 58' West 866.7 feet to a granite post marking the Southwest corner of the Northern half of the Northwest one-quarter of said Section 10, thence North 0° 05' East 691.9 feet to the center line of said road, thence following the center line of said road North 58° 02' West 369.5 feet, thence South 89° 26' West 754.6 feet North 82° 34' West 911.2 feet, North 59° 29' West 620 feet to the South line of Section 4, Township 9 North, Range 8 East, M. D. B. & M.; thence continue along the center line of said road North 57° 27' West 258 feet North 57° 27' West 594.3 feet, North 48° 20' West 716.8 feet, North 47° 27' West 419.8 feet, thence North 17° 48' East 31 feet, thence leaving said road and following the line of a ditch and fence North 47° 39' West 441.48 feet North 42° 29' West 249.9 feet, North 42° 12' West 252 feet, thence North 39° 33' West 861.2 feet, thence North 25° 06' West 61.3 feet to a granite post on the West line of said Section 4, thence along the West line of said Section 4, North 0° 36' West 2799 feet to a granite post marking the Southwest corner of Section 33, Township 10 North, Range 8° East, M. D. B. & M., thence North 0° 12' West 1328.3 feet to a granite post, the point of beginning.

EXCEPTING THEREFROM a tract of land bounded as follows:

Beginning at the Southeast corner of the tract above described as a point in the center line of the road running from the town of Folsom in said County of Sacramento, to the town of Clarksville in said County of El Dorado and running thence North 23° 54' West 599 feet, thence North 23° 47' West 209.5 feet thence in a Southerly direction and in a direct line to a point in the centerline of said road North 85° 02' West 280.5 feet from the point of commencement and running thence South 85° 02' East 280.5 feet to the point of beginning.

continued:

Liens continued:

-5-

Said right of way is fifteen (15) feet in width, seven and one-half (7-1/2) feet on each side of the center line of thereof, said center line being located two and one-half (2-1/2) feet South of and parallel to Grantee's existing telephone pole line located on the above described property which runs from a point on the West line thereof in an Easterly direction to a point the East property line.

SCHEDULE C

The land referred to in this policy is situated in the State of **California**, County
of **Sacramento, and El Dorado** and is described as follows:

PARCEL ONE: BEGINNING at the section corner common to Sections 27, 28, 33 and 34, Township 10 North, Range 8 East, M.D.B. & M., thence North $75^{\circ} 38'$ West 5467.0 feet; South $0^{\circ} 17'$ West 431.0 feet to the centerline of Natomas Company's canal; thence down the centerline of canal South $45^{\circ} 54'$ East 115.0 feet; thence South $32^{\circ} 04'$ East 585.0 feet; thence South $19^{\circ} 40'$ East 836.0 feet; thence leaving canal, North $50^{\circ} 42'$ East 703.0 feet; thence North $44^{\circ} 57'$ East 428.0 feet; North $42^{\circ} 20'$ East 289.0 feet; North $21^{\circ} 10'$ East 77.0 feet; South $73^{\circ} 38'$ East 54.8 feet; South $23^{\circ} 0'$ East 331.2 feet; South $70^{\circ} 14'$ East 436.4 feet; South $29^{\circ} 17'$ West 812.2 feet; South $12^{\circ} 06'$ West 537.0 feet; South $84^{\circ} 33'$ East 285.0 feet; South $54^{\circ} 40'$ East 184.0 feet; South $46^{\circ} 33'$ West 141.0 feet; South $64^{\circ} 21'$ West 285.0 feet; North $86^{\circ} 33'$ West 203.0 feet; South $4^{\circ} 17'$ West 232.0 feet; North $84^{\circ} 4'$ West 442.6 feet; South $0^{\circ} 38'$ West 15.2 feet to the Southeast corner of stone wall; North $89^{\circ} 22'$ West 202.0 feet to the centerline of Natomas Company's Canal; thence following the centerline of said canal South $7^{\circ} 07'$ West 170.0 feet; thence South $21^{\circ} 54'$ West 280.6 feet; thence South $0^{\circ} 42'$ East 925.4 feet; thence South $27^{\circ} 13'$ West 340.2 feet; thence South $56^{\circ} 46'$ West 346.8 feet; thence North $79^{\circ} 00'$ West 134.0 feet; thence South $76^{\circ} 08'$ West 170.0 feet; thence South $58^{\circ} 14'$ West 85.0 feet; South $72^{\circ} 18'$ West 409.0 feet; thence South $50^{\circ} 16'$ West 395.0 feet to a point where fence on South property line of the Ray Broder Ranch intersects canal; thence South $89^{\circ} 25'$ East 615.0 feet to the Northwest corner of Russell property; thence South $89^{\circ} 50'$ East 5287.7 feet; North $0^{\circ} 29'$ West 1320.0 feet; South $89^{\circ} 43'$ East 2640.0 feet; North $0^{\circ} 16'$ East 3960.0 feet; North $89^{\circ} 44'$ West 1320.0 feet; South $0^{\circ} 16'$ West 1320.0 feet North $89^{\circ} 34'$ West 1320.0 feet to the point of beginning.

PARCEL TWO: BEGINNING at a granite post marking the Northwest corner of the Southwest quarter of the Southwest quarter of Section 33, Township 10 North, Range 8 East, running thence South $89^{\circ} 50'$ East 5287.7 feet to a granite post; thence South $0^{\circ} 24'$ East 1320 feet to a granite post; thence East 1322.2 feet to a granite post; thence South $0^{\circ} 24'$ East 2760.1 feet to a granite post; thence continuing on the same course 186.9 feet to a granite post; thence South $21^{\circ} 17'$ East 290 feet, South $4^{\circ} 17'$ East 246 feet South $0^{\circ} 50'$ East 195 feet, South $13^{\circ} 03'$ East 64.4 feet; thence South $21^{\circ} 29'$ East 400.6 feet, South $21^{\circ} 12'$ East 252.8 feet; South $21^{\circ} 38'$ East 278.4 feet, South $23^{\circ} 23'$ East 701.41 feet; South $23^{\circ} 39'$ East 205 feet; South $23^{\circ} 03'$ East 943.6 feet, South $23^{\circ} 44'$ East 306.8 feet to a granite post; South $23^{\circ} 33'$ East 533.8 feet, South $23^{\circ} 47'$ East 344.5 feet, South $23^{\circ} 54'$ East 599 feet to the centerline of the Folsom and Placerville Roads; thence along the centerline of said road North $85^{\circ} 02'$ West 294.3 feet, North $87^{\circ} 59'$ West 315.1 feet; thence South $0^{\circ} 33'$ West 174.1 feet to a granite post marking the center of Section 10 in Township 9 North, Range 8 East; thence North $89^{\circ} 52'$ West 1316 feet to a granite post; thence North $0^{\circ} 07'$ East 754.9 feet to the

continued:

Description continued:

centerline of said road; thence along the centerline of said road North $64^{\circ} 56'$ West 312 feet, North $29^{\circ} 58'$ West 217 feet, North $15^{\circ} 30'$ West 253.7 feet; thence leaving said road North $89^{\circ} 58'$ West 866.7 feet to a granite post marking the Southwest corner of the Northern half of the Northwest quarter of said Section 10; thence North $0^{\circ} 05'$ East 691.9 feet to the centerline of said road; thence following the centerline of said road North $58^{\circ} 02'$ West 369.5 feet; thence South $89^{\circ} 26'$ West 754.6 feet, North $82^{\circ} 34'$ West 911.2 feet, North $59^{\circ} 29'$ West 620 feet to the South line of Section 4, Township 9 North, Range 8 East; thence continuing along the centerline of said road, North $57^{\circ} 27'$ West 258 feet; North $57^{\circ} 27'$ West 594.3 feet, North $48^{\circ} 20'$ West 716.8 feet; North $47^{\circ} 27'$ West 419.8 feet; thence North $17^{\circ} 48'$ East 31 feet; thence leaving said road and following the line of a ditch and fence North $47^{\circ} 39'$ West 441.8 feet, North $42^{\circ} 29'$ West 249.9 feet, North $42^{\circ} 12'$ West 252 feet; thence North $39^{\circ} 33'$ West 861.2 feet; thence North $25^{\circ} 06'$ West 61.3 feet to a granite post on the West line of said Section 4; thence along the West line of said Section 4 North $0^{\circ} 36'$ West 2799 feet to a granite post marking the Southwest corner of Section 33, Township 10 North, Range 8 East; thence North $0^{\circ} 12'$ West 1328.3 feet to a granite post, the point of beginning;

EXCEPTING THEREFROM a tract of land bounded as follows:

BEGINNING at the Southeast corner of the tract above described at a point in the centerline of the road running from the town of Folsom in said County of Sacramento to the town of Clarksville in said County of El Dorado, and running thence North $23^{\circ} 54'$ West 599 feet; thence North $23^{\circ} 47'$ West 209.5 feet; thence in a Southerly direction and in a direct line to a point in the centerline of said road, North $85^{\circ} 02'$ West 280.5 feet from the point of commencement and running thence South $85^{\circ} 02'$ East 280.5 feet to the point of beginning.

ALSO EXCEPTING THEREFROM a tract of land described as follows:

COMMENCING at a point located South $0^{\circ} 5'$ West 625.3 feet from the Northwest corner of Section 10, Township 9 North, Range 8 East, M.D.B.&M. said point being the intersection of the West line of said Section 10 with the centerline of the said County Road above mentioned, thence along the West line of said Section 10, South $0^{\circ} 5'$ West 691.9 feet to the granite post, said post being the Southwest corner of the Northwest quarter of the Northwest quarter of Section 10; thence along the South line of the North one-half of the Northwest quarter of said Section 10, South $89^{\circ} 58'$ West 866.7 feet to the centerline of the aforesaid county road leading from Folsom to Placerville; thence following the centerline of said road North $38^{\circ} 08'$ West 101.6 feet; thence North $69^{\circ} 20'$ West 112.8 feet; thence North $81^{\circ} 0'$ West 148 feet; thence North $71^{\circ} 46'$ West 130 feet; thence North $50^{\circ} 34'$ West 352.8 feet; thence North $29^{\circ} 0'$ West 320 feet to the point of beginning.

EXCEPTING THEREFROM any portion lying in El Dorado County.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;
- (d) "date": the effective date;
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instruments, and
- (f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an Insured herein or not, subject otherwise to the provisions hereof.

2. BENEFITS AFTER ACQUISITION OF TITLE

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

3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

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

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.
- (b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.
- (c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded hereof.
- (d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.
- (e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge.

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

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

upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

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

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

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

5. NOTICE OF LOSS—LIMITATION OF ACTION

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

6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

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

7. PAYMENT OF LOSS

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

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

- (c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

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

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

8. LIABILITY NONCUMULATIVE

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

9. SUBROGATION UPON PAYMENT OR SETTLEMENT

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

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

10. POLICY ENTIRE CONTRACT

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

No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

11. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy.

Attachment 3: Notice of Exemption

To: Office of Planning and Research
U.S. Mail: P.O. Box 3044, Sacramento, CA 95812-3044
Street Address: 1400 Tenth St., Sacramento, CA 95814

From: (Public Agency)
Development Services/Planning Services
2850 Fairlane Court
Placerville, CA 95667

FILED

APR 19 2012

County Clerk
County of: El Dorado
360 Fair Lane
Placerville, CA 95667

WILLIAM E. SCHULTZ, Recorder-Clerk
By *Jon Rock*

El Dorado Hills Veterans Memorial at Promontory Park
Project Title

El Dorado Hills CSD
Project Applicant

Assessor's Parcel Number 124-110-10; West side of Alexandria Drive, approximately 500 feet east of the intersection with Sophia Parkway, in the El Dorado Hills area.

Project Location - Specific (El Dorado County)

Allow the construction of a veterans memorial park consisting of landscaping and irrigation, walking paths, benches, small formal and informal gathering areas, a small fountain, and monuments made of various media including but not limited to stainless steel, bronze/brass, granite, and concrete.

Project Description:

El Dorado County Planning Services

Name of Public Agency Approving Project

El Dorado County Planning Services, 2850 Fairlane Ct, Placerville, CA 95667

(530) 621-5355

Name of Person or Agency Carrying Out Project

Telephone Number

Exempt Status:

- Ministerial (Sections 210800(b)(1); 15268)
- Declared Emergency (Sections 21080(b)(3); 15269(a))
- Emergency Project (Sections 21080(b)(4); 15269(b)(c))
- Categorical Exemption. State type and section number: 15303(e)
- Statutory Exemption. State code number: _____

Reasons why project is exempt:

Project involves the construction of a veterans memorial park appurtenant to the Promontory Community Park which is consistent with the Promontory Specific Plan (SP94-03) and the Promontory Specific Plan Final EIR (SCH#94112056), therefore is exempt pursuant to California Public Resource Code Section 15303(e).

Lead Agency

Contact Person: Aaron Mount

Area Code/

Telephone/Extension: (530) 621-5355

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Roger Trout
Signature (Public Agency)

4-16-12
Date

Director
Title

- Signed by Lead Agency
- Signed by Applicant

Date received for filing at OPR:

To: Office of Planning and Research
U.S. Mail: P.O. Box 3044, Sacramento, CA 95812-3044
Street Address: 1400 Tenth St., Sacramento, CA 95814

From: (Public Agency)
Development Services/Planning Services
2850 Fairlane Court
Placerville, CA 95667

County Clerk
County of: El Dorado
360 Fair Lane
Placerville, CA 95667

El Dorado Hills Veterans Memorial at Promontory Park
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Project Description:

El Dorado County Planning Services
Name of Public Agency Approving Project

El Dorado County Planning Services, 2850 Fairlane Ct, Placerville, CA 95667 (530) 621-5355
Name of Person or Agency Carrying Out Project Telephone Number

Exempt Status:

- Ministerial (Sections 210800(b)(1); 15268)
 Declared Emergency (Sections 21080(b)(3); 15269(a))
 Emergency Project (Sections 21080(b)(4); 15269(b)(c))
 Categorical Exemption. State type and section number: 15303(e)
 Statutory Exemption. State code number:

Reasons why project is exempt:

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Lead Agency Area Code/
Contact Person: Aaron Mount Telephone/Extension: (530) 621-5355

If filed by applicant:

- 1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

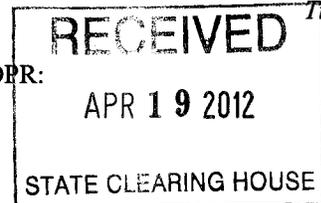
Signature (Public Agency)

4/16/12
Date

Director Title

- Signed by Lead Agency
 Signed by Applicant

Date received for filing at OPR:





State of California—The Resource Agency
DEPARTMENT OF FISH AND GAME

2012 ENVIRONMENTAL FILING FEE CASH RECEIPT

RECEIPT# **425313**
STATE CLEARING HOUSE # (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

LEAD AGENCY: El Dorado Co Development Services/Planning Services
 COUNTY/STATE AGENCY OF FILING: El Dorado Co Recorder Clerk
 PROJECT TITLE: El Dorado Hills Veterans Memorial at Iron Gate Park
 PROJECT APPLICANT NAME: Geran Mason P
 PROJECT APPLICANT ADDRESS: 2850 Fawcett Ct CITY: Pleasanton STATE: CA
 PHONE NUMBER: (530) 671-5355 ZIP CODE: 95667

PROJECT APPLICANT (Check appropriate box):
 Local Public Agency School District Other Special District State Agency Private Entity

- CHECK APPLICABLE FEES:
- Environmental Impact Report (EIR) \$2,919.00
 - Mitigated/Negative Declaration (ND)(MND) \$2,101.50
 - Application Fee Water Diversion (State Water Resources Control Board Only) \$850.00
 - Projects Subject to Certified Regulatory Programs (CRP) \$992.50
 - County Administrative Fee \$50.00
 - Project that is exempt from fees
 - Notice of Exemption
 - DFG No Effect Determination (Form Attached)

PAYMENT METHOD: #31752
 Other Cash Credit Check Other

TOTAL RECEIVED \$ 50.00

SIGNATURE: X. G. Mason TITLE: Recorder
 WHITE - PROJECT APPLICANT YELLOW - DFG/ASB PINK - LEAD AGENCY GOLDEN ROD - COUNTY CLERK DFG 753.5e (Rev. 11/11)

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

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