

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



REVISED

September 20, 2013

Advice Letter 4272-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: Holy Cross Cemetery Underground Sewer Line Easement - Request for Approval Under Section 851

Dear Mr. Cherry:

Advice Letter 4272-E is effective September 20, 2013.

Sincerely,

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

Edward F. Randolph, Director
Energy Division



Brian K. Cherry
Vice President
Regulatory Relations

Pacific Gas and Electric Company
77 Beale St., Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

Fax: 415.973.7226

August 20, 2013

Advice 4272-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Holy Cross Cemetery Underground Sewer Line Easement –
Request for Approval Under Section 851**

Purpose

Pacific Gas and Electric Company (“PG&E”) submits this advice letter seeking approval, under Public Utilities (P.U.) Code Section 851, of PG&E’s consent to grant The Roman Catholic Bishop of Oakland (the “Grantee”) a permanent, non-exclusive easement on a portion of PG&E’s property, which supports electric transmission power-lines and natural gas pipelines, located in the City of Antioch, County of Contra Costa, California (the “Property”). The Grantee will use the easement for the installation, maintenance, and use of a sewer pipeline. This easement will not interfere with PG&E’s transmission operations or PG&E’s ability to provide utility services to its customers. In addition, granting this easement will not be adverse to the public interest; rather it will provide a public benefit by allowing for the construction of a sewer line that will improve current sanitation operations.

Background

PG&E owns land, buildings, and other facilities in connection with the provision of electric and natural gas services to its customers throughout northern and central California. In the provision of these services, PG&E relies on a portfolio of fee properties, rights-of-way, and facilities to support its electric and gas transmission activities. One such fee property is located in the City of Antioch which supports PG&E’s electric transmission and gas transmission operations. The easement requested of PG&E, if granted, will facilitate the construction, use and maintenance of an approximately 265-foot long section of 6-inch diameter sewer main pipeline (the “Project”). This Project, upon completion, will improve sewer services to the property adjacent to the easement area (the “Holy Cross Cemetery”), as described and identified in the proposed Easement Agreement (the “Agreement”), attached as Attachment 1.

For the above reasons, the Commission should approve this Section 851 request to grant the Grantee an Easement relating to this PG&E property, and find that doing so is not adverse to the public interest¹ because it will not impair PG&E's provision of utility service. Rather, the easement will facilitate the construction of a sewer pipeline which upon completion will improve sewer services in the adjacent area.

In accordance with General Order (G.O.) 173, PG&E provides the following information related to the proposed transaction:

(a) Identity of All Parties to the Proposed Transaction:

Pacific Gas and Electric Company	The Roman Catholic Bishop of Oakland
Darren P. Roach	2121 Harrison Street #100
Law Department	Oakland, CA 94612
P.O. Box 7442	Telephone: (510) 893-4711
San Francisco, CA 94120	
Telephone: (415) 973-6345	
Facsimile: (415) 973-5520	
Email: DPRC@pge.com	

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

The Property is located to the south of Holy Cross Cemetery on East 18th Street near Viera Avenue in the City of Antioch, California, more specifically identified as Contra Costa County Assessor's Parcel No. 051-170-010. The property is owned by PG&E and is currently vacant with grass and scrub at ground level. The property supports PG&E's electric transmission powerlines and supporting structures, and gas transmission pipelines underground. The Legal Description and Drawing of the easement area is attached hereto as Attachment 2.

(c) Intended Use of the Property and Facilities:

The Grantee will utilize the easement to install, maintain and use a section of new sewer pipeline. The proposed easement will be 20-foot wide and approximately 265 feet long, encumbering a total of approximately 5,298 square feet.

¹ "The Commission has long recognized that the public interest is served when utility property is used for other productive purposes without inferring with the utility's operations or the provision of utility services to the public." (D.06-07-023, p. 1.)

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

PG&E will receive a one-time nominal fee of \$4,250 for granting the easement (Attachment 3).

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

The property at issue in this Advice Letter is non-depreciable land classified 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 \$4,250 for the easement. The \$4,250 will be recorded as Electric Other Operating Revenue.

(f) 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 granting the proposed easement.

(g) 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.

(h) 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.

(i) 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 3.

(j) A Complete Description of any Recent Past (Within the Prior Two Years) or Anticipated Future Transactions that May Appear To Be Related to the Present Transaction:²

Not Applicable.

(k) Sufficient Information and Documentation (Including Environmental Review Information) to Indicate that All Criteria Set Forth in Rule 3 of General Order (“GO”) 173 are Satisfied:

PG&E has provided information in this Advice Letter to satisfy the eligibility criteria under GO 173 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 rate base of PG&E; and
- The transaction does not warrant a more comprehensive review that would be provided through a formal Section 851 application.

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

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

(m) Environmental Information

Pursuant to GO 173, the Advice Letter program applies to proposed transactions that will not require environmental review by the CPUC as a lead agency under the California Environmental Quality Act (“CEQA”) either because: (a) a statutory or categorical exemption applies (the applicant must provide a notice of exemption from the Lead Agency or explain by an exemption applies), or (b) because the transaction is not a project under CEQA (the applicant must explain the reasons why it believes that the transaction is not a project), or (c) because another public agency, acting as the Lead Agency under CEQA, has completed

² During adoption of the Advice Letter pilot program in ALJ-186 (later followed by ALJ-202, ALJ-244 and ALJ-268), 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.)

environmental review of the project, and the Commission is required to perform environmental review of the project only as a Responsible Agency under CEQA.

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).

This project qualifies as categorically exempt under Section 15303(d) (which exempts “sewage and other utility extensions, including street improvements, of reasonable length”) and Section 15304(f) (which exempts minor trenching and backfilling where the surface is restored) of the CEQA Guidelines. (See, e.g., D.05-02-037 (trenching to install 663’-long water drainage pipe found categorically exempt under §15304(f)).) Therefore, PG&E requests that the Commission find that this sewer project is categorically exempt from CEQA and that no additional environmental review pursuant to CEQA is necessary to approve this advice letter.

b. Not a “Project” Under CEQA

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

Not Applicable.

c. CPUC as a Responsible Agency under CEQA

If another public agency, acting as the Lead Agency under CEQA, has completed an environmental review of the project and has approved the final CEQA documents, and the Commission is

a Responsible Agency under CEQA, the applicant shall provide the following.

- a. The name, address, and phone number of the Lead Agency, the type of CEQA document that was prepared (Environmental Impact Report, Negative Declaration, Mitigated Negative Declaration), the date on which the Lead Agency approved the CEQA document, the date on which a Notice of Determination was filed.

Not Applicable

- b. A copy of all CEQA documents prepared by or for the Lead Agency regarding the project and the Lead Agency's resolution or other document approving the CEQA documents.

Not Applicable

- c. A list of section and page numbers for the environmental impacts, mitigation measures, and findings in the prior CEQA documents that relate to the approval sought from the Commission.

Not Applicable

- d. An explanation of any aspect of the project or its environmental setting which has changed since the issuance of the prior CEQA document.

Not Applicable

- e. A statement of whether the project will require approval by additional public agencies other than the Commission and the Lead Agency, and, if so, the name and address of each agency and the type of approval required.

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 September 9, 2013, which is 20 days after the date of this filing. Protests should be mailed to:

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, California 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 shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile, if possible) at the address shown below on the same date it is mailed or delivered to the Commission:

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

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

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter. (General Order 96-B, Section 7.4.) The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

Pursuant to the review process outlined in General Order 173, PG&E requests that this Tier 2 advice filing become effective on September 19, 2013, which is 30 days from the date of filing.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and/or via U.S. mail to parties shown on the attached list. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service

list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>.

Brian Cherry /IG

Vice President – Regulatory Relations

Attachments

***** SERVICE LIST Advice 4272-E *****
APPENDIX A

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

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

The Roman Catholic Bishop of Oakland
2121 Harrison Street #100
Oakland, CA 94612
Telephone: (510) 893-4711

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
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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

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: Igor Grinberg

Phone #: (415) 973-8580

E-mail: ixg8@pge.com and PGETariffs@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) #: **4272-E**

Tier: 2

Subject of AL: **Holy Cross Cemetery Underground Sewer Line Easement – Request for Approval Under Section 851**

Keywords (choose from CPUC listing): Agreements, Contracts

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: No

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

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

Resolution Required? Yes No

Requested effective date: **September 19, 2013**

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
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94102
E-mail: EDTariffUnit@cpuc.ca.gov

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

Attachment 1

Easement Agreement (Sewer Line Easement)

LD 2102-02-1895
PG&E Fee Property, Antioch
Sewer Line Easement to The Roman Catholic Bishop of Oakland
RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
1850 Gateway Boulevard, 7th Floor
Concord, CA 94520
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 051-170-010)

EASEMENT AGREEMENT (Sewer Line Easement)

This Easement Agreement (“**Agreement**”) is made and entered into this _____ day of _____, 2013__ (the “**Effective Date**”) by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “**PG&E**”, and THE ROMAN CATHOLIC BISHOP OF OAKLAND, a California corporation sole, hereinafter called “**Grantee**.”

RECITALS

A. PG&E owns certain real property within the County of Contra Costa, State of California, commonly known as California and more particularly described in **Exhibit A** and shown on **Exhibit B**, attached hereto and made a part hereof (hereinafter, the “**Easement Area**”).

B. Grantee is the owner of certain real property (the “**Benefitted Property**”) within the County of Contra Costa, State of California, described in **Exhibit D**, attached hereto and made a part hereof. Grantee proposes to construct a six (6) inch sewer lateral within the Easement Area, and in connection therewith, Grantee has requested that PG&E grant an easement for such purpose.

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

Now, therefore, in consideration of Grantee's agreement to pay the sum of four thousand two hundred fifty Dollars (\$4,250.00), and for good and valuable consideration, PG&E and Grantee agree as follows:

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

(a) Sewer Line Easement. A non-exclusive easement to excavate for, construct, install, repair, replace (with the initial or smaller size), remove, maintain and use a sewer lateral not exceeding six inches (6") in diameter within the Easement Area.

2. Limitations on Use.

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

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

(c) Grantee shall not erect or construct any building or other structure other than the sewer lateral specifically authorized by this Agreement, or drill or operate any well.

(d) Grantee must maintain 15 feet separation from existing gas pipelines with new component installations

(e) Grantee must maintain at least 25 feet clearance from overhead line conductors, as required by OSHA regulations when operating equipment in the vicinity.

(f) No heavy equipment or vehicles will be allowed over the existing gas pipelines in the area.

(g) Below are the weight limits for the two gas transmission pipelines at this site. These limits must be enforced whenever equipment gets within 10 feet of either gas pipeline. The contractor may need to pothole the line by hand in a few areas to confirm the depth of the existing cover.

Depth of Cover (ft)	Maximum Wheel Load half axle* (lbs)
2	9,482
3	14,383
4	19,895
5	25,624

6	31,533
7	37,173
8	41,835

Note that these limits are half axle weights. Half axle weight is the gross weight upon any one wheel, or wheels, supporting one end of an axle. Due to the complex variability of tracked and vibratory equipment, any of those items must be evaluated on a case-by-case basis.

For the equipment list provided, here are the minimum cover requirements:

- Cat 320C Excavator may cross wherever the pipelines have at least 2.25' of cover.
- Cat 330DL Excavator may cross wherever the pipelines have at least 3.5' of cover.
- Cat 950F Loader may cross wherever the pipelines have at least 2.5' of cover when empty, or 6.0' when loaded.
- Cat 966F Loader may cross wherever the pipelines have at least 3.5' of cover when empty, or 9.25' when loaded.

(h) Grantee must notify Underground Service Alert (USA) at 811 to have all underground facilities marked prior to any ground disturbance.

(i) Maintain USA markings and notifications. A PG&E Gas Transmission Standby Inspector must be present if any excavating activities are within 10 feet of either gas pipeline, including gas line depth verifications (potholes). This inspection can be coordinated through the Underground Service Alert (USA) service at 811. A minimum notice of 48 hours is required.

(j) Any digging within 2 feet of a gas pipeline must be dug by hand. Water jetting pressure, to assist vacuum excavating, must be limited to 125 psig.

(k) Ensure crane outriggers are at least 10 feet from the centerline of the gas pipeline.

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

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

(b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term "**Hazardous Substances**" means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements (as hereinafter defined) relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental

conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:

(1) now or hereafter defined as a “hazardous substance,” “hazardous waste,” “hazardous material,” “extremely hazardous waste,” “restricted hazardous waste” or “toxic substance” or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Clean Water Act, 33 U.S.C. §§1251 et seq.; the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. §§2014 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §§10101 et seq.; the California Hazardous Waste Control Law, Cal. Health and Safety Code §§25100 et seq.; the Porter-Cologne Water Quality Control Act, Cal. Water Code §§13000 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§25300 et seq.); and the Medical Waste Management Act (Health and Safety Code §§25015 et seq.); or

(2) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by the United States, the State of California, any local governmental authority or any political subdivision thereof, or which cause, or are listed by the State of California as being known to the State of California to cause, cancer or reproductive toxicity; or

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

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

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

(6) which contains radon gas;

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

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

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

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

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

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

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

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

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

(d) Non-Interference. Grantee agrees not to interfere in any way or permit any interference with the use of the Property by PG&E and other entitled persons. Interference shall include, but not be limited to, any activity by Grantee that places any of PG&E's gas or electric facilities in violation of any of the provisions of General Order Nos. 95 (Overhead Electric), 112 (Gas), and 128 (Underground Electric) of the CPUC or to any other Legal Requirements under which the operations of utility facilities are controlled or regulated. Grantee shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety; which minimum clearances are incorporated herein by reference; but in no event closer than twenty five (25) 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 Property, PG&E's utility facilities, the environment and human health and safety. Grantee shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon, produced, stored, used, discharged or disposed of on, or in the vicinity of the Property, except in compliance with all applicable Legal Requirements. Grantee shall be responsible for the cost of remediating any discharge or release of Hazardous Substances resulting from or arising in connection with Grantee's use of the Property, and shall immediately notify PG&E and the appropriate regulatory authorities where required by law, of any such release. If PG&E determines that Grantee's activities in any way endanger the Property, PG&E's utility facilities, the environment, or human health and safety, PG&E may, in PG&E's sole and absolute discretion, require that Grantee halt such activities until appropriate protective measures are taken to PG&E's satisfaction. Grantee shall hold PG&E harmless from any claims resulting from any delay under this paragraph.

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

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

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

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

(i) Fencing. Grantee agrees not to fence or enclose the Easement Area (except that Grantee may, with PG&E's permission, and Grantee will, upon PG&E's request, whenever construction work is being performed on, over or about the Easement Area, erect and maintain a temporary fence to surround and secure the area in which such work is being performed);

(j) 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 EMFs and other Potential Environmental Hazards in, on or about the Property); (2) injury to property or other interest of PG&E, Grantee or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to human health or

the environment, and including any liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnitee, to the extent of any Claim arising from the sole negligence or willful misconduct of such Indemnitee. Without limiting the generality of the foregoing, Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any work of improvement constructed or installed at or on, labor performed on, or materials delivered to, or incorporated in any improvements constructed on, the Easement Area by, or at the request or for the benefit of, Grantee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Grantee is obligated to indemnify or provide a defense hereunder, Grantee upon written notice from PG&E shall defend such action or proceeding at Grantee's sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

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

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

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

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

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

plans for installation of any proposed additional facilities within the Easement Area to PG&E for its written approval at the address specified in Section 13.

7. Abandonment, Termination. In the event Grantee abandons the facilities installed hereunder, this Agreement shall terminate and all of the easements and other rights of Grantee hereunder shall revert to PG&E. The non-use of such facilities for a continuous period of two (2) years, unless such nonuse is due to factors outside Grantee's reasonable control, in which case such period is extended to four (4) years, shall be conclusive evidence of such abandonment. Upon any termination of this Agreement, Grantee shall remove, at no cost to PG&E, such of Grantee's facilities and equipment installed pursuant to this Agreement as PG&E may specify. Upon any termination of this Agreement, Grantee shall execute, acknowledge and deliver to PG&E a quitclaim deed or such other documents or instruments, in a form reasonably acceptable to PG&E, as may be reasonably necessary to eliminate this Agreement as an encumbrance on the title to the Easement Area or any larger parcel of property containing the Easement Area.

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

(a) PG&E reserves the right to make use 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, the Property, or PG&E's adjacent property, by PG&E or others entitled to use such property.

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

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

particularly set forth in CPUC Decision D-_____ (Application No. _____), in like manner as though said provisions were set forth in full herein.

10. Relocation. Subject to the provisions of this Section 10, the rights granted to Grantee herein shall forever be subordinate to PG&E's right to replace, reconstruct, relocate, operate and maintain PG&E's existing and/or future facilities including, but not limited to, PG&E's existing electrical transmission lines which traverse the Easement Area and PG&E's adjacent lands. If PG&E's use of its reserved rights described above necessitates the relocation of any of Grantee's facilities, Grantee shall, at its own cost and expense, relocate such facilities to an alternate location mutually agreed upon between PG&E and Grantee, provided Grantee is given at least twenty (20) days prior written notice of such required relocation. Any such relocation of Grantee's facilities shall be coordinated and scheduled between PG&E and Grantee so as to minimize, to the extent practicable, any interference with Grantee's use and operation of its facilities resulting from such relocation. If no alternate location is available on the Property, this Agreement shall terminate.

11. Compliance; Insurance. PG&E shall have a right to access and inspect the Easement Area at any time to confirm Grantee's compliance with Legal Requirements and the provisions of this Agreement. Prior to the Effective Date of this Agreement, Grantee shall procure, and thereafter Grantee shall carry and maintain in effect at all times during the term of the Agreement, with respect to the Easement Area and the use, occupancy and activities of Grantee, its employees and agents on or about the Easement Area, the insurance specified in **Exhibit C**, attached hereto and made a part hereof by this reference, provided that PG&E reserves the right to review and modify from time to time the coverages and limits of coverage required hereunder, as well as the deductibles and/or self-insurance retentions in effect from time to time (but PG&E agrees that it will not increase required coverage limits more often than once in any five-year period). Prior to Grantee's entry on the Property, 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.

12. Mechanics' Liens. Grantee shall keep the Property free and clear of all mechanics', material suppliers' or similar liens, or claims thereof, arising or alleged to arise in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by

Grantee or at its request or for its benefit. If any mechanics' liens are placed on the Property in connection with the activities or facilities set forth in this Agreement, Grantee shall promptly cause such liens to be released and removed from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 3143 or any successor statute.

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

If to PG&E:

Pacific Gas and Electric Company
Attention: Land Agent
1850 Gateway Boulevard, 7th Floor
Concord, CA 94520

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)

If to Grantee:

The Roman Catholic Bishop of Oakland
2121 Harrison Street #100
Oakland, CA 94612

With a copy to:

Justin Deknoblough
Carlson Barbee and Gibson Inc.
6111 Bollinger Canyon Road, Suite 150
San Ramon, CA 94583
Telephone: (925) 866-0322
Email: jdeknoblough@cbandg.com

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

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

16. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns (subject to the provisions of Section 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.

17. 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.

18. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. Attorneys' fees shall include, without limitation, fees incurred in discovery, contempt proceedings and bankruptcy litigation, and in any appellate proceeding. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. The covenant in the preceding sentence is separate and several and shall survive the merger of this provision into any judgment on this Agreement. For purposes hereof, the reasonable fees of PG&E's in-house attorneys who perform services in connection with any such action shall be recoverable, and shall be based on the fees regularly charged by private

attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by PG&E's Law Department.

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

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

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

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

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

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

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

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

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

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

THE ROMAN CATHOLIC BISHOP OF
OAKLAND,
a California corporation sole

By: _____
Marvin Penner
Its: Manager, Land Management

By: 
Its: Director of Development
Thomas Richards

Exhibits A, B, C and D attached

APR 30 2013 4/30/13
SEE ATTACHED
ACKNOWLEDGEMENT

DO NOT RECORD THIS PAGE

Area 2, Diablo Division

Land Service Office: San Francisco

Operating Department:

T2N, R2E, MDM

Sec. 20, NW4 of SE4

FERC License Number(s): NA

PG&E Drawing Number(s): NA

PLAT NO.: B-17-19

LD of any affected documents: 2102-02-0395, 2102-02-0411

LD of any Cross-referenced documents: NA

TYPE OF INTEREST: 11c

SBE Parcel Number: 135-7-32-Pcl 5

(For Quitclaims, % being quitclaimed): NA

Order # or PM #: 40862423

JCN:

County: Contra Costa

Utility Notice Numbers: NA

851 Approval Application No. _____ Decision _____

Prepared By: JAB

Checked By: MJG

**CALIFORNIA ALL-PURPOSE CERTIFICATE
OF ACKNOWLEDGMENT**

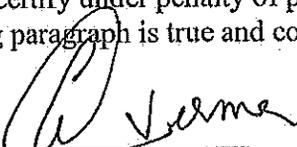
**State of California
County of ALAMEDA**

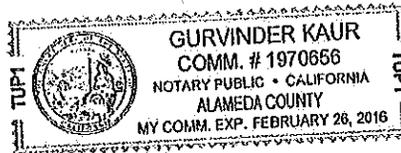
On APR 30 2013 before me, **GURVINDER KAUR, NOTARY PUBLIC**

personally appeared Thomas Paul Richardson

_____ 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.


Signature of Notary



Optional Information

Date of Document: APR 30 2013

Type or Title of Document: Easement Agreement

Number of Pages in Document: 14

Document in a Foreign Language: _____

Type of Satisfactory Evidence:

- Personally known with Paper Identification
- Paper Identification
- Credible Witness(es)

Other Information

Capacity of Signer:

- Trustee
- Power of Attorney
- CEO/CFO/COO
- President/Vice-President/Secretary/Treasurer
- Other: _____

EXHIBIT A
PG&E PROPERTY

(to be attached)

EXHIBIT B
EASEMENT AREA(S)
(to be attached)

EXHIBIT C

INSURANCE REQUIREMENTS

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

A. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance indicating compliance with any and all applicable labor codes, acts, laws or statutes, state or federal.
2. Employer's Liability insurance shall not be less than \$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) per occurrence [and 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. Pollution Liability

1. Coverage for bodily injury, property damage, including clean up costs and defense costs resulting from sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, hydrocarbons, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.
2. The limit shall not be less than One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage.
3. PG&E shall be named as additional insured.

E. Additional Insurance Provisions

1. Upon the Effective Date of the Easement Agreement Grantee shall furnish PG&E with two (2) sets of certificates of insurance including required endorsements.
2. Documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to PG&E.
3. The documents must be signed by a person authorized by that insurer to bind coverage on its behalf and submitted to:

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

Pacific Gas and Electric Company
1850 Gateway Boulevard, 7th Floor
Concord, CA 94520
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.

EXHIBIT D

LEGAL DESCRIPTION OF BENEFITTED PROPERTY

The parcel of land described in the deed from The Roman Catholic Archbishop of San Francisco to The Roman Catholic Bishop of Oakland, dated June 25, 1962 and recorded in Book 4155 of Official Records at page 140, Contra Costa County Records.

Attachment 2

Legal Description and Plat Map of Easement Area

JUNE 7, 2012
JOB NO.: 1549-022

EXHIBIT A
LEGAL DESCRIPTION
20' SANITARY SEWER EASEMENT
PG&E PROPERTY (APN 051-170-010)
ANTIOCH, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A OF PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY BY DEED RECORDED MAY 15, 1950, IN BOOK 1557 OFFICIAL RECORDS, AT PAGE 303, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, AND A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY BY DEED RECORDED JUNE 10, 1955, IN BOOK 2551 OF OFFICIAL RECORDS, AT PAGE 283, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A STRIP OF LAND TWENTY (20.00) FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERN LINE OF SAID PARCEL OF LAND (2551 OR 283), SAID POINT BEING THE SOUTHWESTERN CORNER OF THAT CERTAIN 20.84 ACRE PARCEL OF LAND, AS SAID 20.84 ACRE PARCEL OF LAND IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY, RECORDED JANUARY 19, 1968, IN BOOK 50 OF LICENSED SURVEYORS' MAPS, AT PAGE 27, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID NORTHERN LINE (2551 OR 283), SOUTH 89°38'00" EAST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS SOUTH 89°38'00" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 14.94 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID NORTHERN LINE, SOUTH 01°07'20" WEST 63.90 FEET;

THENCE, SOUTH 81°38'50" WEST 82.00 FEET;

THENCE, SOUTH 47°38'31" WEST 119.00 FEET TO THE POINT OF TERMINUS FOR THIS DESCRIPTION.

LEGAL DESCRIPTION
PAGE 2 OF 2

JUNE 7, 2012
JOB NO.: 1549-022

THE SIDELINES OF SAID STRIP OF LAND ARE TO BE SHORTENED OR LENGTHENED TO TERMINATE ON SAID NORTHERN LINE (2551 OR 283).

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



Christopher S. Harmison
CHRISTOPHER S. HARMISON, P.L.S.
L.S. NO. 7176

PARCEL A
143 PM 6

THE ROMAN CATHOLIC
BISHOP OF OAKLAND
4155 OR 140
50 L.S.M. 27

POC

POB

L1

CENTERLINE OF
20' SANITARY
SEWER EASEMENT.



SCALE: 1" = 40'

S81°38'50"W 82.00'

S01°07'20"W 63.90'

PG&E
1557 OR 303

PG&E
2551 OR 283

S47°38'31"W 119.00'

POT

LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°38'00"E	14.94'

EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION

20' SANITARY SEWER EASEMENT
PG&E (APN 051-170-010)
ANTIOCH, CALIFORNIA

JUNE 7, 2012

Carlson, Barbee, & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS

6111 BOLLINGER CANYON ROAD, SUITE 150 SAN RAMON, CALIFORNIA 94583

TELEPHONE: (925) 866-0322 FAX: (925) 866-8575

SHEET 1 OF 1

Attachment 3

Appraisal of Sewer Line Easement

BURCHARD & RINEHART
Real Estate Appraisers & Consultants
1350 TREAT BOULEVARD, SUITE 230
WALNUT CREEK, CALIFORNIA 94597-8805
(925) 935-9200 • FAX: (925) 935-3095

GREGORY D. RINEHART, MAI
ROLAND H. BURCHARD, MAI

APPRAISAL
PROPOSED SANITARY SEWER EASEMENT ACQUISITION
OVER PACIFIC GAS & ELECTRIC LAND,
SOUTH OF HOLY CROSS CEMETERY
ANTIOCH, CALIFORNIA

August 2012

Prepared For:
DAVID POPELKA,
OLIVER AND COMPANY

BURCHARD & RINEHART
Real Estate Appraisers & Consultants
1350 TREAT BOULEVARD, SUITE 230
WALNUT CREEK, CALIFORNIA 94597-8805
(925) 935-9200 • FAX: (925) 935-3095

GREGORY D. RINEHART, MAI
ROLAND H. BURCHARD, MAI

August 27, 2012

Mr. David Popelka
Director of Real Estate
Oliver and Company
Martinez, California 94553

**Re: Appraisal, Proposed Sanitary Sewer Easement
Over Pacific Gas & Electric Land,
South of Holy Cross Cemetery, Antioch, CA**

Dear Mr. Popelka:

In accordance with your authorization, we submit our summary appraisal of a proposed easement over the Pacific Gas & Electric Company Property, located to the south of Holy Cross Cemetery on East 18th Street near Viera Avenue in the City of Antioch, Contra Costa County, California. The adjacent property owner, the Roman Catholic Bishop-Oakland, desires an easement for a sanitary sewer line across the PG&E parcel. The property owner desires the easement and sanitary sewer line in order to expand their cemetery, dba Holy Cross Cemetery.

The accompanying report describes the area, neighborhood, subject property, highest and best use, and our valuation method and conclusion. It also contains a presentation of the market data considered to establish our conclusions. We present a summary of salient facts, accompanied by our major valuation conclusion, subject to the Definition of Value, Assumptions and Limiting Conditions, and Certification contained herein, as of August 7, 2012 in Section I of this report.

Respectfully submitted,

BURCHARD & RINEHART


Gregory D. Rinehart, MAI


Glenn H. Urban

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1. SALIENT FACTS AND CONCLUSIONS

PROPERTY LOCATION: Pacific Gas & Electric (PG&E) Right of Way, south of the Holy Cross Cemetery on 18th Street, and west of Viera Avenue in the City of Antioch, Contra Costa County, California.

CONTACT: Mr. David Popelka
Director of Real Estate
Oliver and Company
Martinez, California 94553
(510) 412-9090

ASSESSOR'S PARCEL NO.: 051-170-010

ACQUISITION PARCEL DESCRIPTION: A 20 foot wide, underground, irregularly shaped, sanitary sewer easement across the property identified as Contra Costa County Assessor's Parcel No. 051-170-010. The size of the easement is $\pm 5,298$ square feet.

PRESENT USE: Pacific Gas and Electric Company above-ground electrical power transmission.

IMPROVEMENTS: Above-ground electrical power transmission lines, with supporting tower structures.

PARCEL AREA: 12.40 acres, or $\pm 540,144$ square feet.

INSPECTION DATE: August 7, 2012

DATE OF VALUATION: August 7, 2012

ZONING DESIGNATION: P-D, Planned Development

GENERAL PLAN DESIGNATION: Open Space

HIGHEST AND BEST USE AS IF VACANT: Hold for commercial development, either as a stand-alone development, or in assembly with the adjacent property.

HIGHEST AND BEST USE AS IMPROVED: Continued use for power transmission.

DESIRED PROPERTY RIGHTS: Underground Utility Easement:
 5,298 square feet

VALUATION SUMMARY:

1. **Total Site Valuation**
 540,144 square feet @\$2.00 per square foot = \$1,080,288
 Total Before Condition Value, Rounded = \$1,080,000

2. **Proposed underground sewer line easement over the subject property**
 Valued at 40% of fee simple value:
 5,298 square feet @ \$2.00 per square foot × 40% of fee = \$4,238
 Rounded = \$4,250

- Improvements:** = \$0

3. **Total Valuation, Proposed Permanent Partial Acquisition** = \$4,250

2. NATURE OF THE ASSIGNMENT

A. Assignment

Our assignment is to provide Mr. David Popelka of The Oliver Company with an estimate of the Fair Market Value, as defined on Page 4, of required real estate interests in the subject property. The subject property, a Pacific Gas and Electric Company property improved with over head power lines, is located at the southwest corner of East 18th Street and Viera Avenue in the City of Antioch, Contra Costa County, California. The PG&E corridor extends to the west, south of the Holy Cross cemetery. This appraisal is prepared at the request of Mr. David Popelka, Director of Real Estate for Oliver and Company. Mr. Popelka seeks the appraisal for use in negotiations with PG&E in order to acquire an underground sanitary easement for use by the adjacent Holy Cross Cemetery. The cemetery property requires the easement for expansion purposes.

B. Scope of the Appraisal

The scope of this assignment included identification and inspection of the subject property, its physical features, legal land use environment, and their appeal to the real estate market. To this end, we investigated the land use regulations over the subject property. Moreover, we researched the development activity in the region to assess the financial feasibility of future development. Data regarding sales of comparable properties were collected and analyzed. To the extent possible, data were verified through interviews with the principal parties, brokers, and agents involved in each transaction. Information available through the County Recorder's Office and title companies was gathered for further sales verification. Relevant market data indicators were established and used in our calculations of the value of the subject property. We interviewed the planner for the City of Antioch, Ms. Mindy Gentry, in order to identify the zoning and General Plan designations for the subject. We

also interviewed real estate agents who actively market commercial land in the east county area.

C. Date of Valuation

Greg Rinehart and Glenn Urban formally inspected the subject property on August 7, 2012. No one else was present during our inspection. August 7, 2012 is the effective date of value for this appraisal

D. Definitions

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.¹

Easement

The right to use another's land for a stated purpose.²

Market Value

The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.³

¹*The Dictionary of Real Estate Appraisal* (Chicago: Appraisal Institute, 2010), p. 78.

²*The Dictionary of Real Estate Appraisal* (Chicago: Appraisal Institute, 2010), p. 63.

³*The Appraisal of Real Estate, Thirteenth Edition* (Chicago: Appraisal Institute, 2008), p. 23.

Highest and Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.⁴

E. Property Rights Appraised

This appraisal addresses the fair market value of the fee simple interest of the subject property in the before condition, and the value of a sanitary sewer easement acquisition therefrom.

F. Estimated Marketing Time

Based upon the varied marketing histories of the comparable sales used in this report, and our review of other marketing information, we estimate an approximate marketing time of six to nine months to affect a sale of the subject property at the appraised value.

G. Client/Intended User

Mr. David Popelka of The Oliver Company is the client and intended user of this appraisal report. PG&E is also considered an additional authorized user of the report.

⁴*The Dictionary of Real Estate Appraisal* (Chicago: Appraisal Institute, 2010), p. 93.

H. Assignment Specific Assumptions

This appraisal includes an opinion of real estate land value alone. It does not include any valuations of towers or power lines, or any other improvements situated on the subject property.

This appraisal was prepared without the benefit of review of a preliminary title report. We assume there are no onerous encumbrances to the property which would diminish the utility, value, or highest and best use of the subject property. If any such impacts are identified, this appraisal may require revision.

The before condition parcel area for the subject was identified from Contra Costa County Assessor's Office records, which we assume to be reasonably accurate.

We calculate the area of the proposed easement acquisition to be 5,298 square feet. If the actual area varies significantly this appraisal report may need revision.

3. ASSUMPTIONS AND LIMITING CONDITIONS

We assume title to the subject property is good and marketable. We have not performed a title search, nor have we attempted to document the ownership of the property. The value estimate is given without regard to any question of title, boundaries, encumbrances, or encroachments.

Any exhibits included in this report are intended to assist the reader in visualizing the property and its surroundings. The drawings are not intended as surveys, and no responsibility is assumed for their cartographic accuracy.

We assume that any and all information concerning the property furnished to us by or on behalf of the client or a property owner is accurate and correct.

We consider the subject property to have been adequately described within this report. However, no responsibility regarding these descriptions is assumed for legal purposes.

No soil reports or surveys were provided for this report. It is assumed that there are no hidden or unapparent conditions of the subject property, subsoil or structures which would render it more or less valuable than other comparable properties. No responsibility is assumed for such conditions or for professional engineering services which might be required to discover such facts. Our valuations assume no contaminations of the soil or seismic hazards. If such conditions exist and are documented, then our valuation would have to be revised to incorporate such new data. No responsibility is assumed for verifying such new data.

Information provided by such informed local sources as governmental agencies, financial institutions, Realtors, buyers, sellers, and others was weighed in the light with which it was supplied and verified through secondary sources whenever possible. However, no responsibility is assumed for possible misinformation.

This appraisal report is prepared exclusively for the client and is not to be used for any other purpose. Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used by anyone but the client without the previous written consent of the appraisers, in which case the report may only be used in its entirety.

This appraisal is based upon the appraisers' best estimate of the present conditions of the national and local economies.

This report is made for the information and/or guidance of the client and is not intended to be published or distributed to other persons. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without our previous written consent and approval, particularly as to the valuation conclusion and the identity of the appraiser, or any reference to the Appraisal Institute and the MAI designation.

Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the subject property, was not observed by the appraisers. The appraisers have no knowledge of the existence of such materials on or in the property and are not qualified to detect such substances. The presence of substances such as asbestos, lead, urea-formaldehyde foam insulation, gasoline, diesel, crankcase or transmission oil, or any other potentially hazardous material which could cause surface, soil, or subsoil contamination, if found, may affect the value of a property. The value estimates are predicated on the assumption that there is no such material (or that the amount is insignificant) on or in a property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering service required to discover them. The client is urged to retain an expert in this field if desired.

The appraisers are neither required to appear in court nor to testify to the value conclusions or other information contained in this report without prior arrangements.

Limitations of Liability

This appraisal report is prepared exclusively for the client and is not to be used for any other purpose. Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used by anyone but the client without the previous written consent of the appraisers, in which case the report may only be used in its entirety.

The use of the appraisal and appraisal report, any discussions, opinions, analyses, and conclusions regarding real estate contained therein, and any other real property valuation services that may be performed in the course of the assignment are limited to the purpose and function described herein, unless other uses are specifically authorized in writing by Burchard and Rinehart.

The liability of Burchard & Rinehart, its principals, affiliated independent contractors, and/or employees (“the appraisers”) is limited to only the client and to only the amount of the fee for this assignment, provided that the appraiser’s conduct has not given rise to such liability by virtue of fraud, gross negligence, or willful misconduct.

Neither the firm of Burchard and Rinehart, nor the appraisers individually or collectively, by performing the appraisal and/or other real property valuation services, incurs any accountability, liability, or obligation to any third party unless that third party’s use of the appraisal is within the purpose and function of the report as described herein. The appraisers will not be held responsible for any costs incurred to discover, investigate, or correct any deficiencies in the real property that is the subject of the appraisal.

The use of this appraisal by the client or any third party constitutes an express acceptance of the Assumptions and Limiting Conditions, Limitations of Liability, Appraiser’s Certification, and any other terms and conditions contained in the report.

4. APPRAISER'S CERTIFICATION

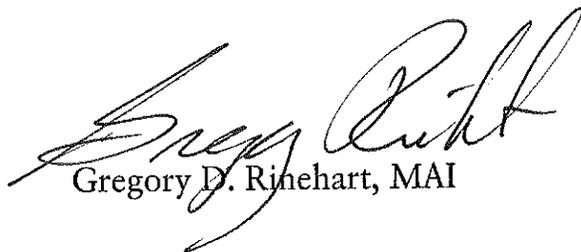
We, the undersigned hereby certify to the best of our knowledge and belief that;

- We have no present or prospective interest in the property appraised;
- We have no personal interest or bias with respect to the parties involved;
- Greg Rinehart and Glenn Urban have personally inspected the subject property and the environment;
- we have not performed any services as appraisers, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- our compensation is not contingent upon the reporting of predetermined values or direction in values that favor the cause of the client, the amounts of the value estimates, the attainment of a stipulated result, or the occurrence of a subsequent event;
- the statements made and factual information contained in this report are true and correct to the best of our knowledge and belief, and the appraisal has been made in accordance with, and is subject to, the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the Appraisal Institute;
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions, and conclusions;
- the analysis, opinions, and conclusions were developed, and this report was prepared in conformity with, (including the Competency Rule of) the Uniform Standards of Professional Appraisal Practice;

- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;
- our employment was not based on a requested minimum or specific valuation.
- The Appraisal Institute conducts a mandatory program of continuing education for its designated members. Designated members who meet the minimum standards of this program are awarded periodic educational certification. As of the date of this report, Gregory D. Rinehart has completed the requirements of this continuing education program of the Appraisal Institute.
- Gregory D. Rinehart and Glenn H. Urban are Certified General Real Estate Appraisers, certified by the State of California (Appraiser GDR - #AG019087, expires 12/10/13. Appraiser GHU - #043775, expires 7/24/2014).

Respectfully submitted,

BURCHARD & RINEHART



Gregory D. Rinehart, MAI



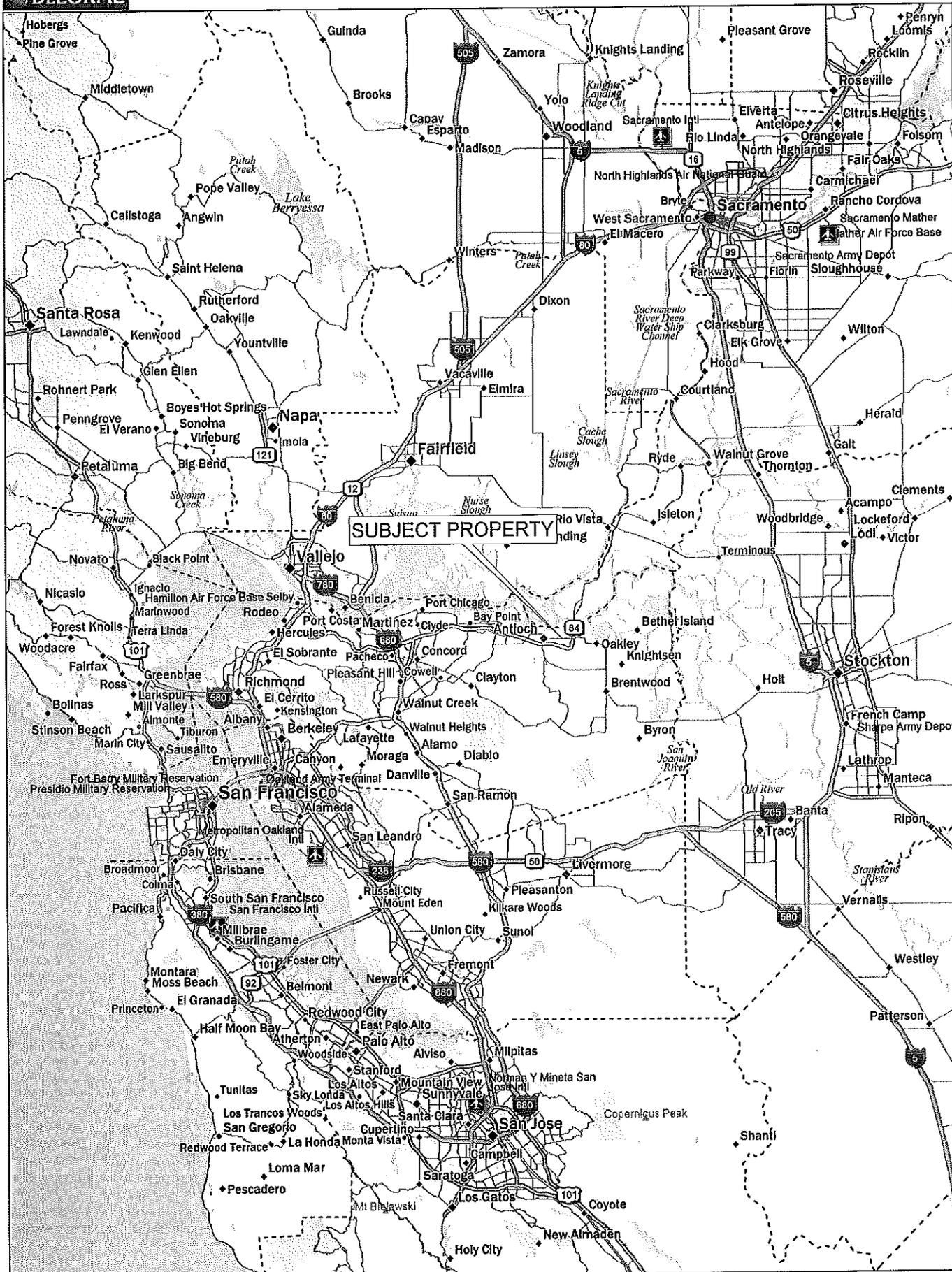
Glenn H. Urban

5. REGIONAL DESCRIPTION

A. Regional Description

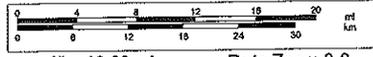
Located in the greater San Francisco/Oakland Bay Area, the subject property is within a large metropolitan area. The Bay Area encompasses nine counties included in the San Francisco-Oakland-San Jose Consolidated Metropolitan Statistical Area (C.M.S.A.). These nine counties are Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, Sonoma, Napa, and Solano. Santa Cruz County is also within this C.M.S.A. but is not considered in this regional discussion. With a population of just over 7 million at the beginning of 2010, the San Francisco Bay Area region is the fourth most populous metropolitan area in the United States behind Los Angeles, New York, and Chicago.

If it were an independent country, the San Francisco Bay Area alone would constitute the world's 21st largest economy, larger than Sweden or Austria. It successfully completed a transformation from a traditionally industrial and defense oriented economy to a predominately knowledge based economy which is the most productive in the world. The Bay Area leads the world for its productivity levels in telecommunication, computer, electronic, bio-technology, and multi-media industries. Nationally, the Bay Area ranks first for its productivity in more traditional economic sectors such as retail trade, business services, and wholesale services, and ranks second only to New York for productivity in the banking and financial sectors. Twenty six companies listed among Fortune 500 companies occupy Bay Area locations as their corporate headquarters, a concentration second only to New York. The Bay Area has the second highest regional per capita income, behind only



SUBJECT PROPERTY

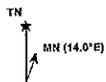
Scale 1 : 800,000



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southwestern Connecticut⁵. Moreover personal income is more evenly distributed in the Bay Area than in any other region in the country⁶.

The Bay Area faces higher costs of living, and accelerating demand on its transportation infrastructure. Consequently, Bay Area cities on the periphery of the metropolitan Bay Area have until recently experienced accelerated levels of demand for housing and business development locations. The recent financial crisis aside, the appeal of the Bay Area should continue in the long term due to its diverse economic base, highly educated work force, and its access to Pacific Rim markets.

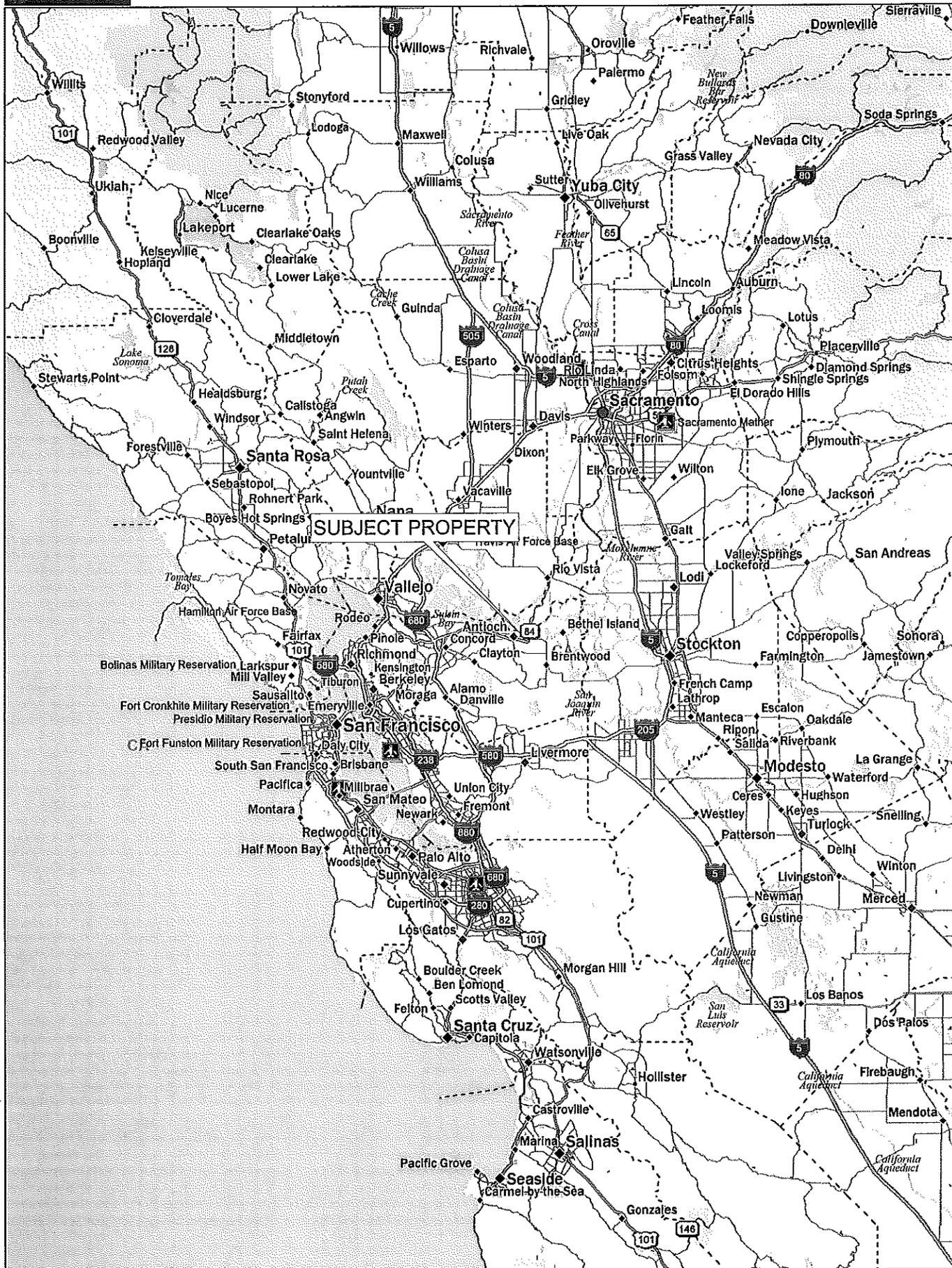
B. Contra Costa County

The subject property is located in the city of Antioch, in eastern Contra Costa County, California. Contra Costa County is one of the six major San Francisco/Oakland Bay Area counties and is located in the East Bay Area. It is surrounded by Alameda and Marin Counties to the west, Solano and Sacramento Counties to the north, San Joaquin County to the east, and Alameda County to the south.

Contra Costa County experienced rapid population growth during the last 20 years. The United States Census reports that Contra Costa County's population stood at 948,816 at the beginning of 2000. This represents an 18 percent increase over the 1990 population of 803,732. Projections by the Association of Bay Area Governments (ABAG) indicate that Contra Costa County's population stood at 1,0196,300 in 2005 and increased to 1,055,600 by the year 2010. This long-term rate of growth

⁵Bureau of Economic Analysis, *BEA News*, August 7, 2007, (<http://www.bea.gov/newsreleases/regional/mpi/2007/pdf/mpi0807.pdf>), P. 3

⁶*The Bay Area: Winning in the New Global Economy*, Bay Area Economic Forum and the Bay Area Council, September 1999.



SUBJECT PROPERTY

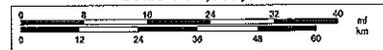
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Scale 1 : 1,500,000



1" = 23.67 mi

Data Zoom 7-1

was stimulated by the past commercial and residential building activity during the last two decades.

Historically a suburban, residential community, Contra Costa County grew as a result of the trend of suburban areas becoming new employment centers providing shorter commutes and lower housing prices. Continued prospects for short term growth have diminished with the onset of the current economic crisis. Antioch has experienced a deep drop in median home prices, and is among California cities with the highest rate of foreclosures. Moreover, lack of available credit and an abundance of available, unbuilt lots in east Contra Costa County indicate that economic and population growth is likely to remain flat or diminish during the coming years. Over the long term, available land in the east county, anticipated transportation improvements, and the diversification of the employment base should reverse the predominantly negative short term outlook.

C. County Income & Employment

The profile of county residents and employees indicates that in spite of the relocation of jobs to the county, it remains a suburban region. Total jobs were reported at 371,310 in 2000 and 373,000 in 2005. Jobs were expected to grow at an average rate of $\pm 1.7\%$ per year to 406,010 by the year 2010 prior to the recent recession. According to an economic report by the State of California, job growth in Northern California was negative for 2009, and in Contra Costa, 14,900 jobs were lost. The wage and salary job growth rate was -4.4% . The unemployment rate for Contra Costa County through the 3rd Quarter of 2010 was 11.3% but is now at 9.4% as of June of 2012. Population growth is forecast at 1% for the annual average from 2010 to 2015. Also for 2010 through 2015, net migration is expected to be approximately 5,300 people per year into the county. Real per capita incomes are forecast to increase 1.3% per year. Total taxable sales are projected to increase an average of 3.9% per year during this five- year time frame as well.

D. East Contra Costa County Area & City of Antioch

The City of Antioch is located in eastern Contra Costa County. It is bisected by the existing Highway 4, and positioned between Pittsburg to the west, Oakley to the east, the San Joaquin Delta to the north, and Brentwood to the south. It is located approximately 50 miles northeast of San Francisco and 45 miles southwest of Sacramento, the State's Capital. The East County area has experienced substantial growth in housing over the last three decades and has become an important element of Northern California's urban community. Development in the area has been stimulated by improved transportation infrastructure, which has made major Bay Area employment centers more accessible. The relatively inexpensive commercial and residential real estate in this part of the county compared to other parts of the Bay Area should continue to attract more growth in the future.

Antioch experienced dramatic growth of its housing stock and population over the past ten years. However, since the decline in the housing market, the pace of growth has decreased dramatically, with foreclosures sharply increasing in the city. New construction of single family homes is not feasible in this market where there is an abundant inventory of houses in or near foreclosure. Nevertheless, infrastructure development continues. Highway 4 is undergoing a substantial widening project. BART will soon break ground on an extension that will include a station in Antioch, and which will extend to Brentwood.

E. Summary

The subject property is located in Antioch, in eastern Contra Costa County, California. The region provides desirable suburban and rural residential locations for commuters working in Alameda County, San Francisco, and Contra Costa County itself. The strong infrastructure, featuring Highways 24, 4, and I-680, has helped to attract new residents to Contra Costa County and helped spur dramatic growth in the area.

However, growth of housing stock, as well as commercial and office uses, has slowed. The effect of the housing market slowdown has been dramatic in eastern Contra Costa County, as evidenced by a sharp slowdown in building, reduced sale prices, reduced sales volumes, and a high rate of foreclosures.

6. ECONOMY/REAL ESTATE MARKET OVERVIEW

A. Current Economic Conditions

Current economic conditions throughout the Bay Area are suffering the effects of the national recession and the collapse of the residential housing and commercial markets. The Consumer Price Index for urban consumers has fallen or remained flat for the last four months, according to the bureau of Labor Statistics, while the Conference Board's Consumer Confidence Index now stands at 65.9 (1985 = 100), up from 62.7 in June of this year.

The Federal Reserve lowered interest rates numerous times during 2007 and 2008 in an effort to infuse liquidity in capital markets as a result of the sub-prime lending crisis. Rising foreclosures and weak underwriting practices have diminished confidence in mortgage backed securities and in the large investment firms with high exposure to such instruments. Reduced confidence extended to commercial debt markets and threatened to bring on a deep recession. March through November of 2008 saw dramatic activity by the Federal Reserve to intercede in capital markets with both interest rate reductions, and guarantees of some mortgage backed securities held by prominent investment banking firms. Since March of 2007 the Federal Reserve has lowered its target rate from 5.25% to 0.0% to 0.25%.

Unfortunately, lower interest rates have not yet resulted in substantial renewed lending. Because house prices collapsed, and many people have lost jobs, lenders are much more risk averse than in earlier times, requiring higher loan to value ratios, greater debt coverage, and very tight underwriting criteria for both residential and commercial loans. Developers have nearly ceased to seek out commercial and industrial building opportunities that had existed in 2005-2007.

The unemployment rate in California has risen dramatically from its low point of 4.4% in October 2006 to a high point of 13% in January 2010.

The rate currently stands at 9.4%. Unemployment numbers have slowly and very moderately improved in the last year, but once again, the economy appears to be stalling. Political in-fighting at the federal level has caused further economic uncertainty. In early August 2011, Standard and Poor's downgraded the national credit rating from AAA to AA+, setting off the sixth largest decline in the Dow Jones Industrial Average in history. Some concern exists over the potential for a "double dip" recession, in which the national gross domestic product (GDP) will again enter into a period of multiple declines. The current economic outlook remains uncertain at best.

The Bay Area housing market has decreased significantly since its peak in 2007. After reaching a peak median price of \$665,000 in June of 2007, the Bay Area median price in May 2012 for existing single family homes and condominium/townhouses is currently \$400,600. Additionally, the median price for a single family house is 7.5% higher than one year ago. In Contra Costa County, after reaching a peak median price of \$600,000 in April of 2007, the County median price for new and existing single family homes, townhouses and condos has fallen to \$270,000 as of June of 2012, up from \$260,000 as of December of 2010. According to recent housing pundits, the bottom may finally be in for California house prices, but that mantra has been repeated throughout the last couple of years. Prices could still fall again as banks take back increasing numbers of properties from those unable to pay their mortgages.

B. Antioch Real Estate Commercial Market Conditions

The entire commercial real estate market has exhibited diminished market conditions over the past three years, particularly for 2009 when credit markets seized up and lenders shut off their money supply. As 2010 unfolded, banks began to nominally increase their lending activity, but only to the most credit worthy investors or those who had track records with the banks. SBA loans for businesses and FHA type-loans for

residential buyers were still getting done, as they are less risky for private lenders, and the Federal Government was intent on trying to fight off the worst recession in history. In the case of loans for commercial properties, banks are even more cautious than with residential lending. Borrowers must be willing to put up a large down payment, and have excellent credit in order to qualify for a loan.

The subject property is situated in a city which is severely impacted by the recent housing crisis. We note that the subject property has a secondary location in a primarily residential and service commercial neighborhood outside of the downtown area. Assuming the subject property was unimproved with PG&E utility lines and was available for development, the number of potential uses of the site is limited due to its General Plan designation of Open Space. This land use is not unique to the subject property. The property immediately to the north is also designated as Open Space under the General Plan, and is developed with a cemetery which is expanding. The subject property does have some commercial potential if vacant, either as a stand alone property or potentially as an addition to the adjacent cemetery.

C. Summary

The subject property is located in the City of Antioch, an area hard hit by the downturn in the housing market and the recession. The current real estate market for vacant land, both commercial and residential, is weak, but there are transactions taking place. The current lending environment and on-going recession notwithstanding, the subject property does have future development potential.

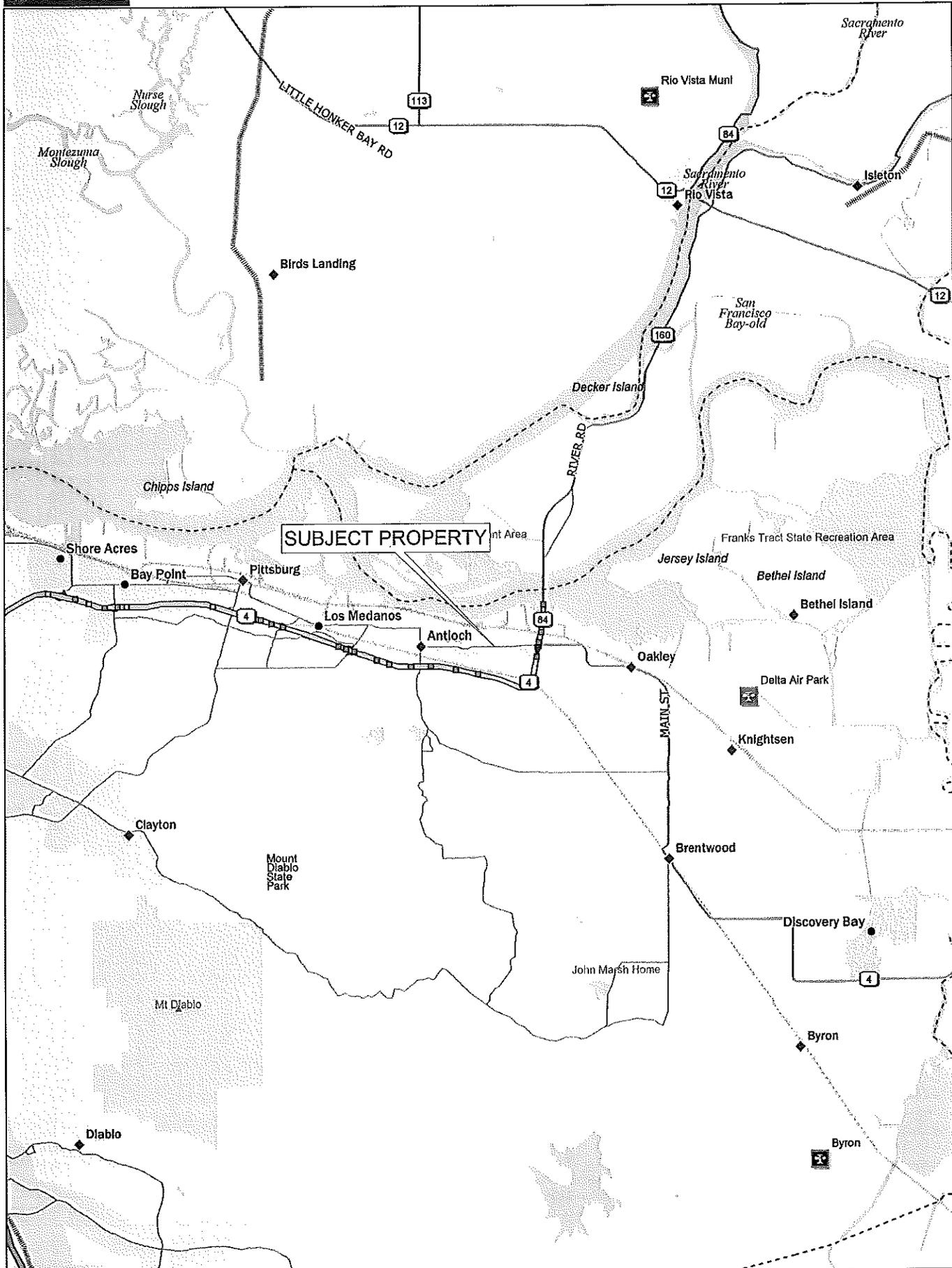
7. AREA DESCRIPTION

A. Eastern Contra Costa County/ Highway 4 Corridor

The subject property is a utility corridor, situated in the vicinity of the Holy Cross Cemetery on East 18th Street, just west of Viera Avenue. The subject property is located approximately 1.5 miles from Highway 4 via Hillcrest Avenue to the west, or one mile from Highway 160 to the east. Highway 160 then connects southward to Highway 4 after approximately one mile. Highway 4 runs from Hercules to the west, orienting eastward through Martinez, Pacheco, Pittsburg and Antioch. Highway 4 continues on into Brentwood further to the east via the newly-opened Highway 4 Bypass, which leads to old Route 4 (in southern Brentwood), Discovery Bay, and Stockton. Highway 4 also connects to Oakley to the East, as well as the previously mentioned Highway 160, which leads to several smaller Delta communities including Rio Vista and Isleton. The cities of Pittsburg and Antioch are located along Highway 4, and are predominantly residential bedroom communities with some light and heavy industrial uses north of the highway. The closest major employment destinations are located along the Interstate 680 corridor, which is approximately 18 miles to the west of the subject property.

B. Subject Neighborhood Description

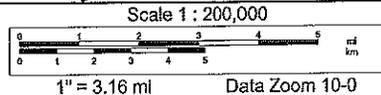
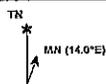
The subject property is located south of the Holy Cross Cemetery on East 18th Street, near Viera Avenue. East 18th Street is oriented east-west, running from Highway 160 one mile east of the subject, westward to L Street. East 18th Street becomes West 18th Street at A Street en route to terminating at L Street. East 18th Street is a paved commercial and residential arterial, allowing two lanes of traffic eastward, and one lane of traffic westward at the subject property frontage. A right hand turn lane for westbound traffic along East 18th Street to Viera Avenue is also provided. Viera Avenue is primarily a residential thoroughfare, oriented



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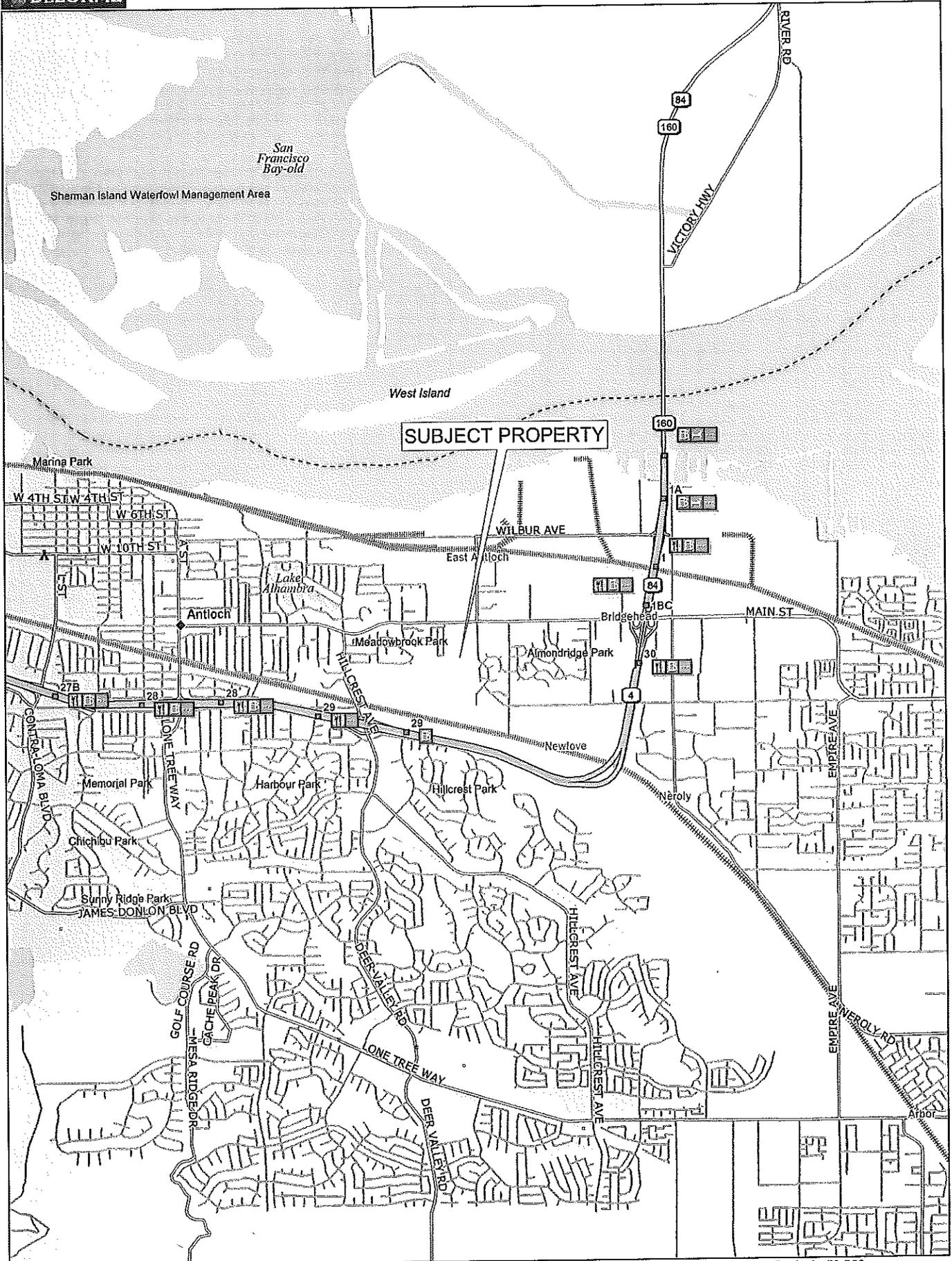
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north-south and allowing one lane of traffic in each direction. It does provide access to the adjacent cemetery situated eastward directly across Viera Avenue from the subject, as well as to industrial properties ½ mile north of the subject property along Wilbur Avenue. Both East 18th Street and Viera Avenue are improved with curbs, gutters, and sidewalks along the subject property frontage. Curbs, gutters and sidewalks are found along the majority of East 18th Street, but there are areas where these improvements have yet to be installed. There are no curbs, gutters, or sidewalks along the northerly stretch of Viera Avenue from East 18th Street to Wilbur Avenue.

Improvements along West 18th Street include a mix of different uses, including cemeteries, residential, light-to-medium industrial, and service commercial uses. The subject property is adjacent to one of two cemeteries near the East 18th Street/Viera Avenue intersection. Residential development in the subject neighborhood is comprised primarily of detached single family houses as well as a mobile home park situated adjacent to the subject property along the westerly property line. The Holy Cross cemetery is situated adjacent to the westerly property line of the subject property along East 18th Street, and an additional part of the this same cemetery is located across East 18th Street. Service commercial users include a small café, storage and service yards, landscaping businesses and other light to medium industrial operations requiring vehicle and equipment storage along East 18th Street. There is a mix of new and old light industrial development all along East 18th Street eastward to Highway 160, where development then becomes more retail oriented, including numerous fast foot restaurants and gas stations. Development along Viera Avenue, other than the cemetery, is primarily residential, with newer single family houses situated south behind the cemetery, and older single family houses northward from East 18th Street, leading to heavy industrial development along Wilbur Avenue.



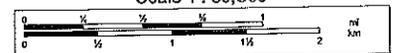
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Scale 1 : 50,000



The subject property is also approximately 5 miles by car from several regional retail attractions situated to the west along Highway 4. The Somersville Towne Center is located along Delta Fair Boulevard very close to the highway. It is a regional shopping mall and includes several major department stores, such as Macy's and Sears. Recent major businesses formerly located in this development but are now bankrupt include Mervyn's and Gottschalks, which left in 2008 and 2009, respectively. There is new retail on the north side of the freeway, where Somersville Road becomes Auto Center Drive. New retailers in this area include numerous fast food franchises, Best Buy, and Target, among others.

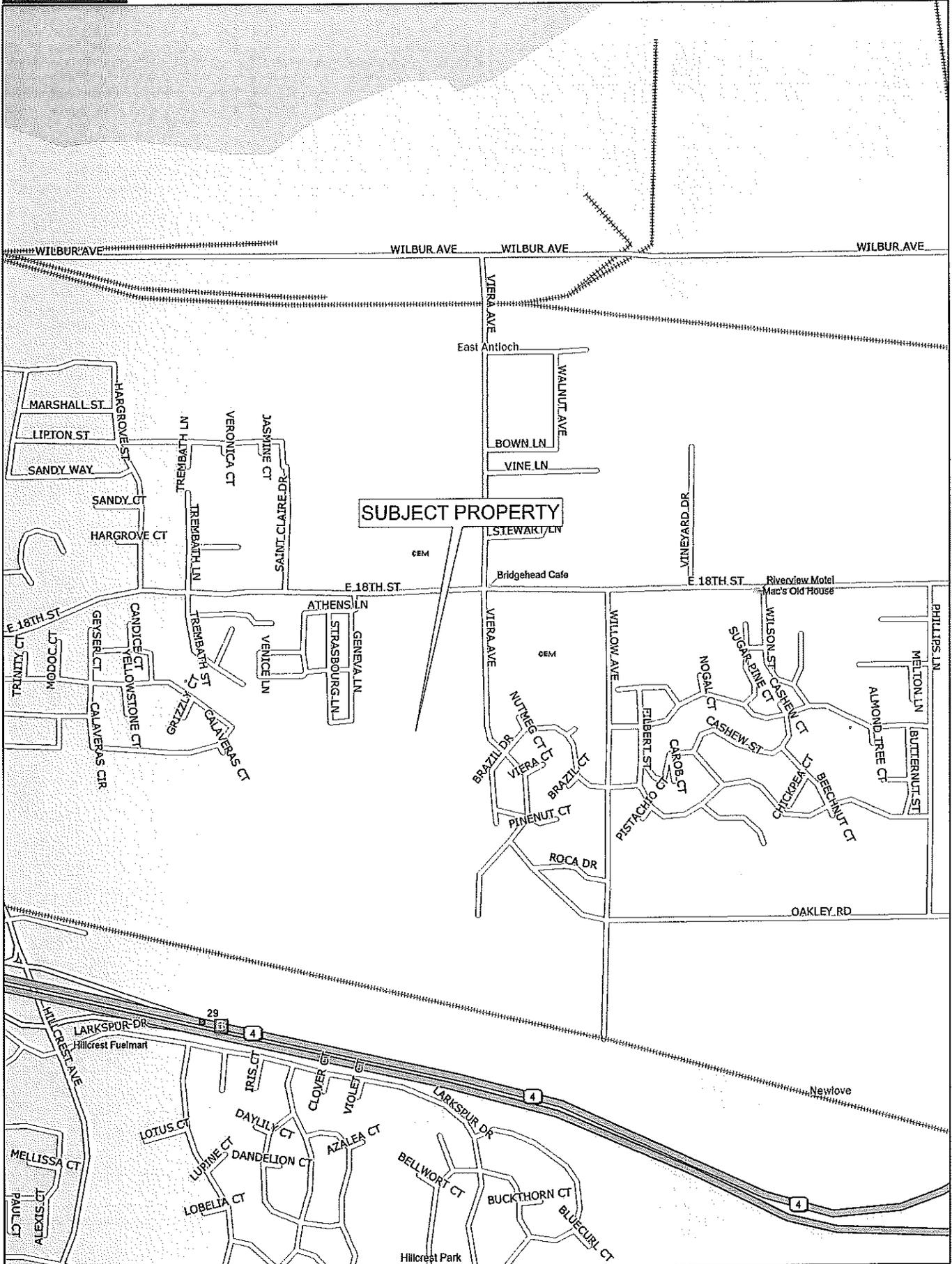
8. SUBJECT PROPERTY DESCRIPTION

A. Property Identification

The subject property is currently utilized for a power transmission corridor, and is situated south of the Holy Cross Cemetery on East 18th Street near Viera Avenue, within the City of Antioch, Contra Costa County, California. The Contra Costa County Assessor's Office identifies the subject property as Assessor's Parcel Number 051-170-010-6. The property is owned by Pacific Gas and Electric Company, and is utilized for an overhead power line corridor including support towers.

B. Site Description

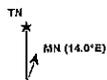
The subject parcel is a ± 175 foot wide utility corridor Right of Way. It is irregular in shape, with approximately ± 148 lineal feet of frontage along East 18th Street and 916 lineal feet of frontage along Viera Avenue. The subject property is bordered to the north by a future cemetery expansion site, a vacant parcel, a mobile home park, and East 18th Street; to the east by Viera Avenue; to the south by vacant land; and to the west by a PG&E power plant, as well as the same mobile home park mentioned earlier. The power lines that run through the subject property orient across East 18th Street from the subject and continue in a generally northeast direction. The site is generally level with a small undulation in elevation running from East 18th Street to the rear of the cemetery property, then has a slight downslope from the cemetery along the portion orienting westward to the power plant.



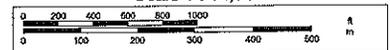
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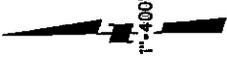
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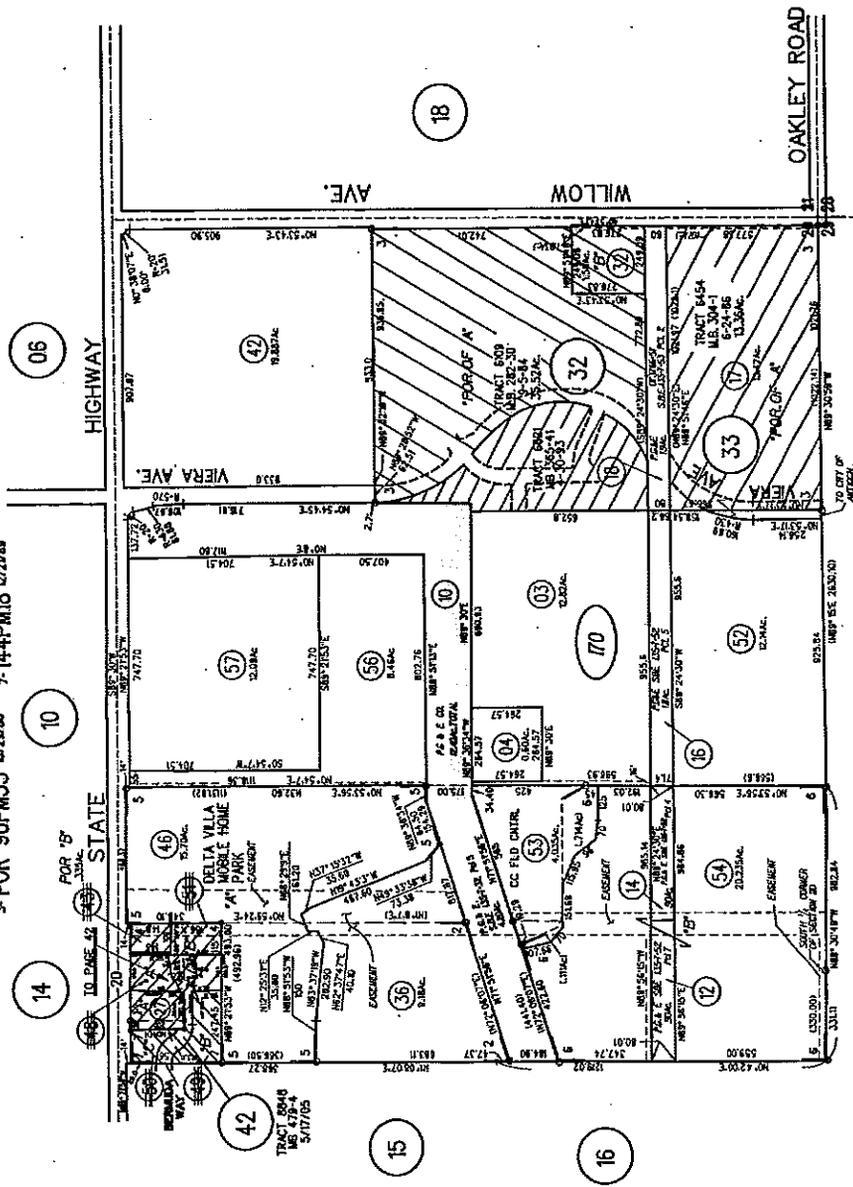
Scale 1 : 12,800



1" = 1,066.7 ft Data Zoom 14-0



POR S 1/2 SEC 20 T2N R2E MDB&M
 1- 9PM31 7/28/89 4- 134PM32 7/20/88
 2- 79PM38 8/7/79 5&6- 143PM6 10/24/88
 3- POR 90PM35 12/19/80 7- 144PM18 12/21/89



170
 5/23/87

JUL 21 2007

ASSESSOR'S MAP
 BOOK 51 PAGE 17
 CONTRA COSTA COUNTY, CALIF.

P.B. 52

NOTES: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT CORRELATE WITH LOCALITY MAPS OR BUREAU SITE INVESTIGATIONS.



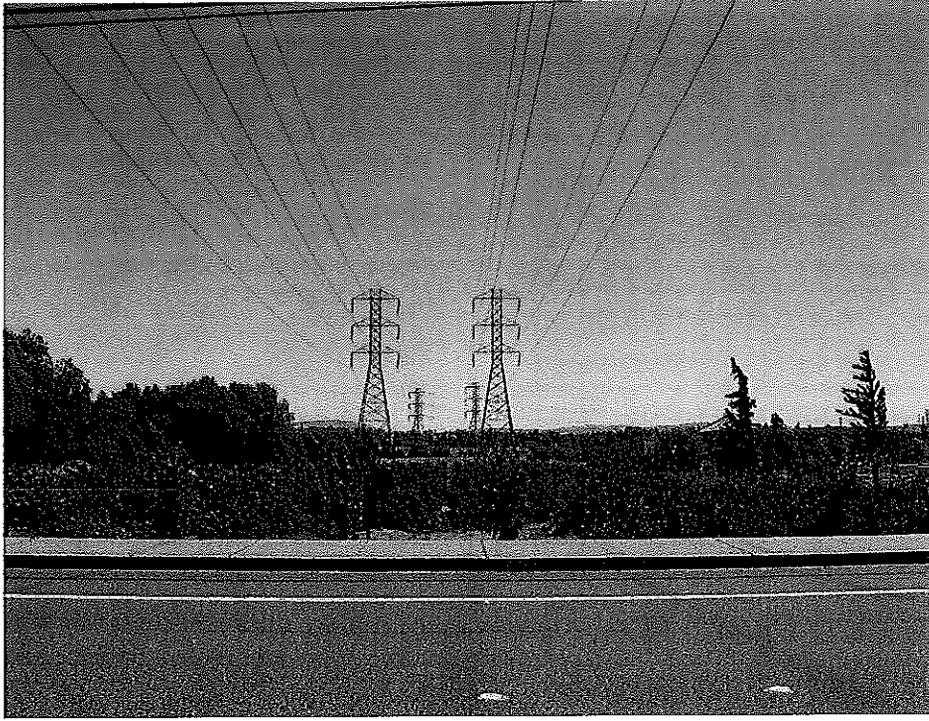
Google earth

feet
meters

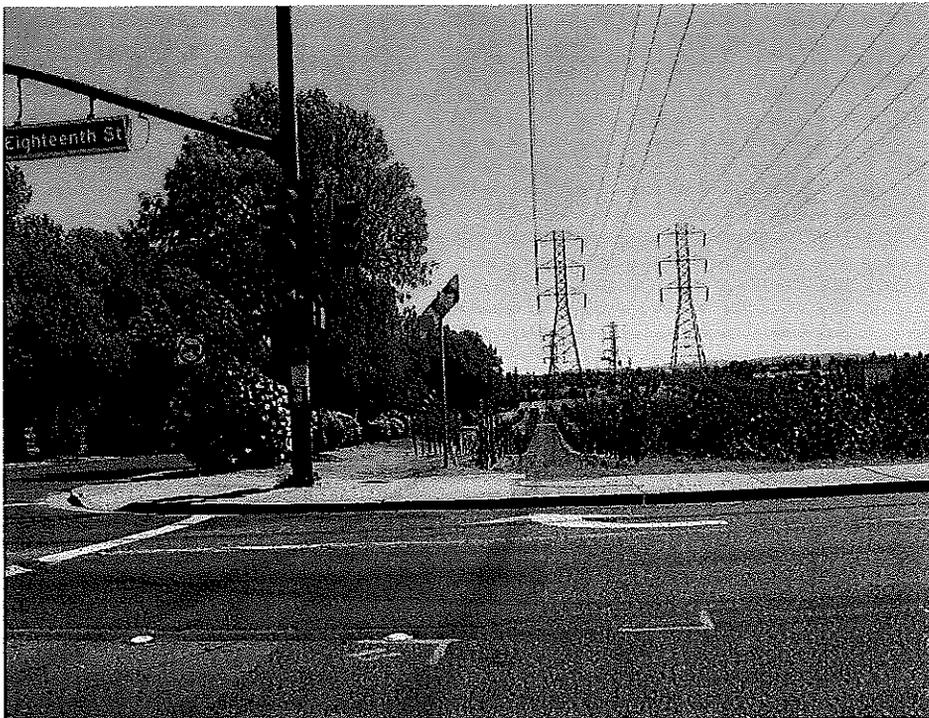
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400





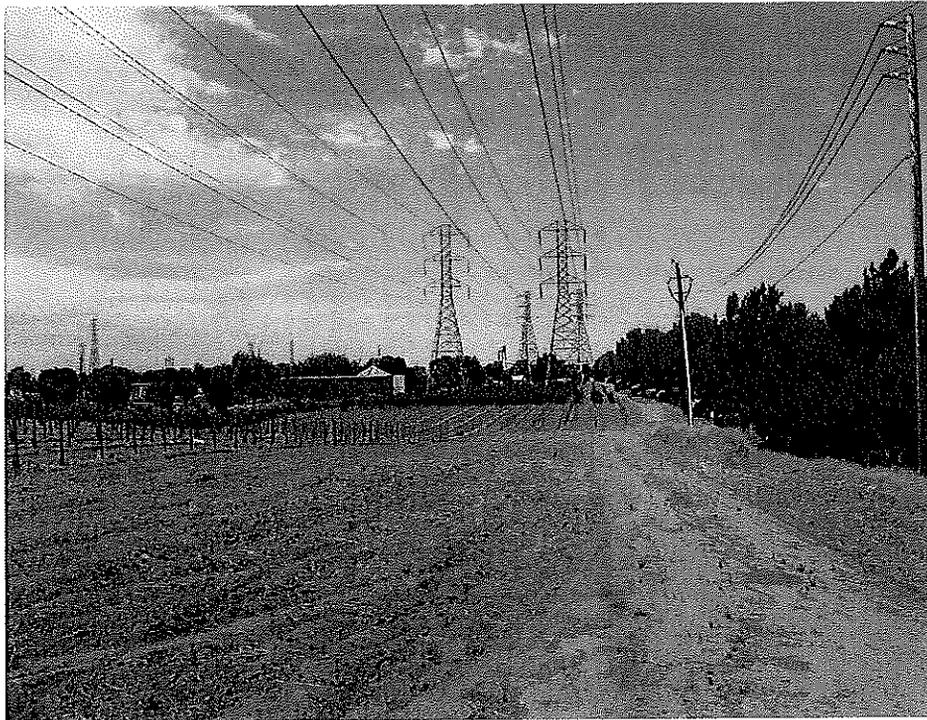
Southerly view of the subject property from across East 18th Street.



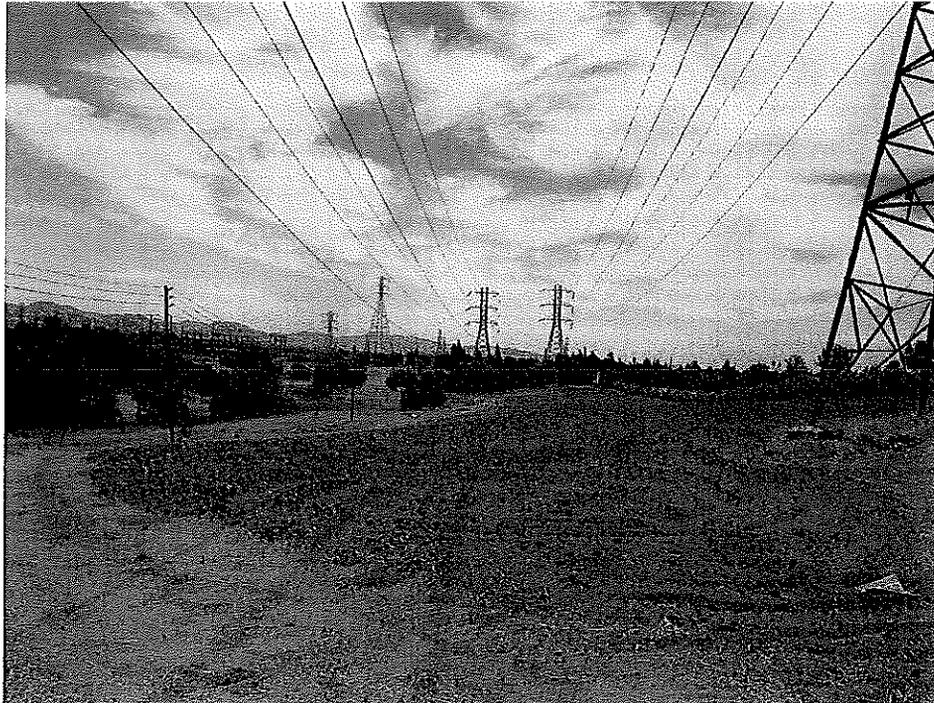
Southerly view of the subject property, from East 18th Street, including the intersection with Viera Avenue. Viera Avenue is shown on left of photograph.



Southerly view down Viera Avenue, with the subject property on the right side.



Northerly view of the subject property from the southeast portion of the subject. The utility lines continue across East 18th Street and continue to the northeast.



Westerly view from the southeast corner of the property. This is the portion of the subject property bordering the south property line of the adjacent cemetery.



Westerly view of one of the towers supporting the power lines. The tower is located at the southeasterly portion of the subject property where the parcel angles westward toward the PG&E power plant.

C. Improvement Description

The subject property is occupied by towers supporting electric transmission lines beginning at the nearby power plant. There are also some young trees planted on the portion of the property closest to East 18th Street leading back approximately halfway to the back side of the cemetery. The improvements are ignored for purposes of this appraisal. We assume the property is vacant and available for development to its highest and best use. It is unclear who is responsible for the young trees growing on the subject property, but neither the young trees nor the towers are affected by the proposed easement area.

D. Utilities

All necessary utility services are available to the subject property based upon surrounding improvements.

E. Easements & Encumbrances

This appraisal was prepared without the benefit of review of a preliminary title report. We assume there are no onerous encumbrances to the property which would diminish the utility, value, or highest and best use of the subject property. If any such impacts are identified, this appraisal may require revision.

F. Zoning

The subject property has a General Plan designation of Open Space, and a zoning designation of PD - Planned Development. If vacant and available for development under the current General Plan, acceptable allowed uses include the neighboring cemetery use, agriculture use, as well as golf courses (excluding golf course-oriented residential uses),

tennis clubs, driving ranges, equestrian centers, miniature golf, batting cages, marinas, and other privately owned areas reserved for recreational use, including RV parks. A new Planned Development application would be required as well.

G. Proposed Acquisition

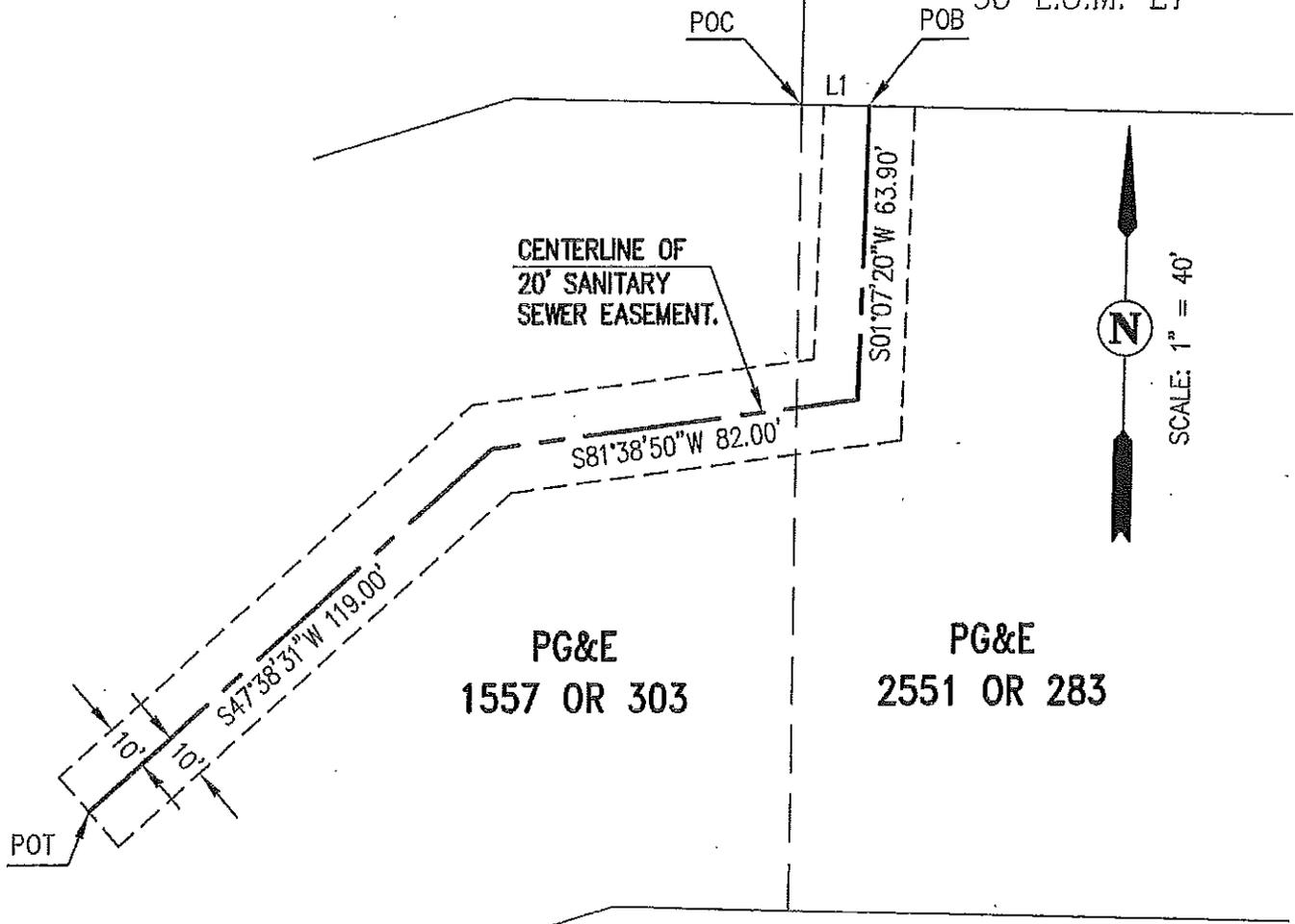
At the subject property location, the adjacent Holy Cross Cemetery is seeking the acquisition from PG&E of an underground sanitary sewer easement in order to expand their operations. The easement is 20 feet wide, and is approximately 5,298 square feet in size. Our understanding is that the underground easement will not interfere with any of the existing improvements. Typically, easements such as these can be covered with paving, but they cannot be encroached on by a permanent structure. A plat map showing the proposed easement is included on the following page. An additional copy, along with a legal description of the proposed easement area, is included in the Addenda of this report.

H. Summary

The subject property is an irregular shaped parcel owned by PG&E and utilized for electric power transmission via elevated power lines with support towers. The site is generally L-shaped and has frontage on both East 18th Street and Viera Avenue. All utilities required for allowable uses appear to be nearby to the site, as evidenced by nearby development. An easement is sought by the adjacent cemetery to facilitate an underground, sanitary easement for expansion purposes. We assume the proposed easement configuration will not interfere with any existing tower or other improvement currently located on the subject property.

PARCEL A
143 PM 6

THE ROMAN CATHOLIC
BISHOP OF OAKLAND
4155 OR 140
50 L.S.M. 27



LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°38'00\"E	14.94'

EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
20' SANITARY SEWER EASEMENT
PG&E (APN 051-170-010)
ANTIOCH, CALIFORNIA
 JUNE 7, 2012

Carlson, Barbee, & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
 6111 BOLLINGER CANYON ROAD, SUITE 150 SAN RAMON, CALIFORNIA 94583
 TELEPHONE: (925) 866-0322 FAX: (925) 866-8575

9. HIGHEST AND BEST USE

Highest and Best Use is the most profitable, likely use to which a site could be put or, that use of the land which may reasonably be expected to produce the greatest net return to the land over a given period of time. This definition implies legal use, and therefore, it is necessary that zoning and other legal constraints are considered. The Highest and Best Use must be physically possible, legally permissible, appropriately supported, and yield the highest value to the land.

The process in considering the Highest and Best Use for a particular property involves an analysis of numerous factors. These include the current zoning, the General Plan for the property and area, future planning aspects, character of surrounding development, and market characteristics including supply and demand for varying property uses.

As If Vacant, Physically Possible:

The subject property is generally an L-shape, with a slight elevation change from East 18th Street, to the rear of the cemetery area. There is a gradual downslope from the cemetery southward, as the subject property orients east-west to the power plant. We are not aware of any adverse soils conditions that would curtail a legal or financially feasible public or private development of the real estate. All required infrastructure for development appears to be readily available based upon the existing, surrounding improvements. The property is a utility corridor which lacks a rectangular shape amenable for typical commercial use. Accordingly, the corridor would achieve maximum utility and value in assembly with adjacent property.

Legally Permissible:

The General Plan designation of Open Space allows for a variety, though limited, amount of commercial uses, including RV parks, miniature golf, golf, driving ranges, and cemeteries, among other potential recreational uses.

Financially Feasible and Maximally Productive:

Due to the pronounced downturn in the housing and commercial real estate markets in the area, there is diminished demand for commercial land. The subject property has a secondary commercial location that is limited in development potential. Rising commercial vacancies, and limited sources of credit diminish feasibility prospects for new commercial development.

Highest & Best Use As If Vacant:

In our opinion, the Highest and Best Use of the subject property is to hold for future development of an allowable use under the current General Plan, with the most likely use in assembly with the adjacent cemetery property.

Highest & Best Use As Improved:

The subject property is an improved property with a productive specialty use. In our opinion, the highest and best use of the subject property as improved is for its continued use as a power transmission corridor.

10. APPRAISAL METHODOLOGY

The subject property is appraised as vacant land. The Sales Comparison Approach utilizes sales of similar comparable properties and applies adjustments to the appropriate unit of comparison to reflect differences between the comparables and the subject property. The comparable price per square foot is the appropriate unit of comparison for the subject property. Appropriate adjustments to the units of comparison establish an indicated value for the subject property.

The subject property is zoned PD, with an underlying General Plan designation of Open Space. Our review of the allowed uses for the subject property indicated a limited range of possible development scenarios. However, there are some uses that are economically viable, such as a cemetery or RV Park. The land use designation of Open Space also applies to the adjacent parcel which is the future expansion area for the cemetery. The parcels to the south are within the Hillcrest Station Area Specific Plan. A small portion of the adjacent land within the Hillcrest Station Area Specific Plan adjacent to the subject property is designated as residential with a density of 20-40 units per acre. While we note this is an adjacent use to the subject property, it is within a specific plan area, while the subject, and the cemetery, both with Open Space General Plan designations, are outside of the specific plan area. Therefore, it is our opinion that the subject property, assumed to be vacant of any improvements and available for development, would most likely remain with the land use designation Open Space, and we have valued it accordingly. We also note that the proposed easement acquisition area appears to be located within a portion of the subject property some distance from the adjacent residential designated area.

Our survey of surrounding land sales in the Contra Costa and Solano County areas revealed a cross-section of sales with similar development potential to the subject property. The highest and best is for open space use which has limited commercial potential. Land value for this use is determined by the availability of land allowing low intensity coverage or development. The best indicators of this type of value include sales of land available for service commercial use.

Uses allowed on the subject property are typically allowed in service commercial districts. Accordingly, we consider sales zoned for service commercial use in our analysis. These sales were considered good comparables for the subject property, after adjustments.

Our search for comparable sales included a review of assessor's records, discussions with local brokers and property owners acquainted with this market, review of published comparable data sources, and our historical in-house records of market activity in the region. To the extent possible, each comparable was verified through interviews with the principal parties and Realtors involved in each transaction. Additionally, we reviewed the deeds to each comparable sale.

11. SALES COMPARISON APPROACH

A. Market Data Criteria, Land Sales

We have gathered and analyzed a number of commercial land sales from Contra Costa and Solano counties. Transactions were selected for being comparable to the subject due to their similar size, location, sale date, use potential and/or exposure considerations. We present a Summary of Comparable Commercial Land Sales, along with an adjustment grid and a map of their locations, on the following pages. The Addenda includes a detailed description, photo, and Assessor's Parcel map of each sale.

We note that the subject site is a generally L-shaped, generally level with some mild sloping comprised of one parcel. The total site area is approximately 12.40 acres. Located near East 18th Street and Viera Avenue, the subject has average visibility from East 18th Street and good visibility from Viera Avenue. It is located in an established, mixed use area of residential, cemetery, and light to medium industrial and service commercial development. The site is General Planned for Open Space, which allows a limited number of economically viable development possibilities.

The individual comparables indicate an unadjusted value range of \$1.22 to \$3.20 per square foot.

Comparable #1 is the June 2009 sale of an irregular shaped, generally level parcel just southwest of the subject property. The indicated sale price was \$1,071,500, or \$1.22 per square foot. This comparable is located adjacent to the PG&E power plant, which is situated against this comparable's westerly property line. This comparable had no improvements at the time of sale, and would require all utilities to be brought to the site. In terms of location, this comparable is surrounded by a power plant to the west, PG&E property to the north, and vacant land to the east and south. Access to this comparable is via easements from Yellowstone Avenue. We note that the seller was highly motivated

COMPARABLE COMMERCIAL LAND SALES SUMMARY

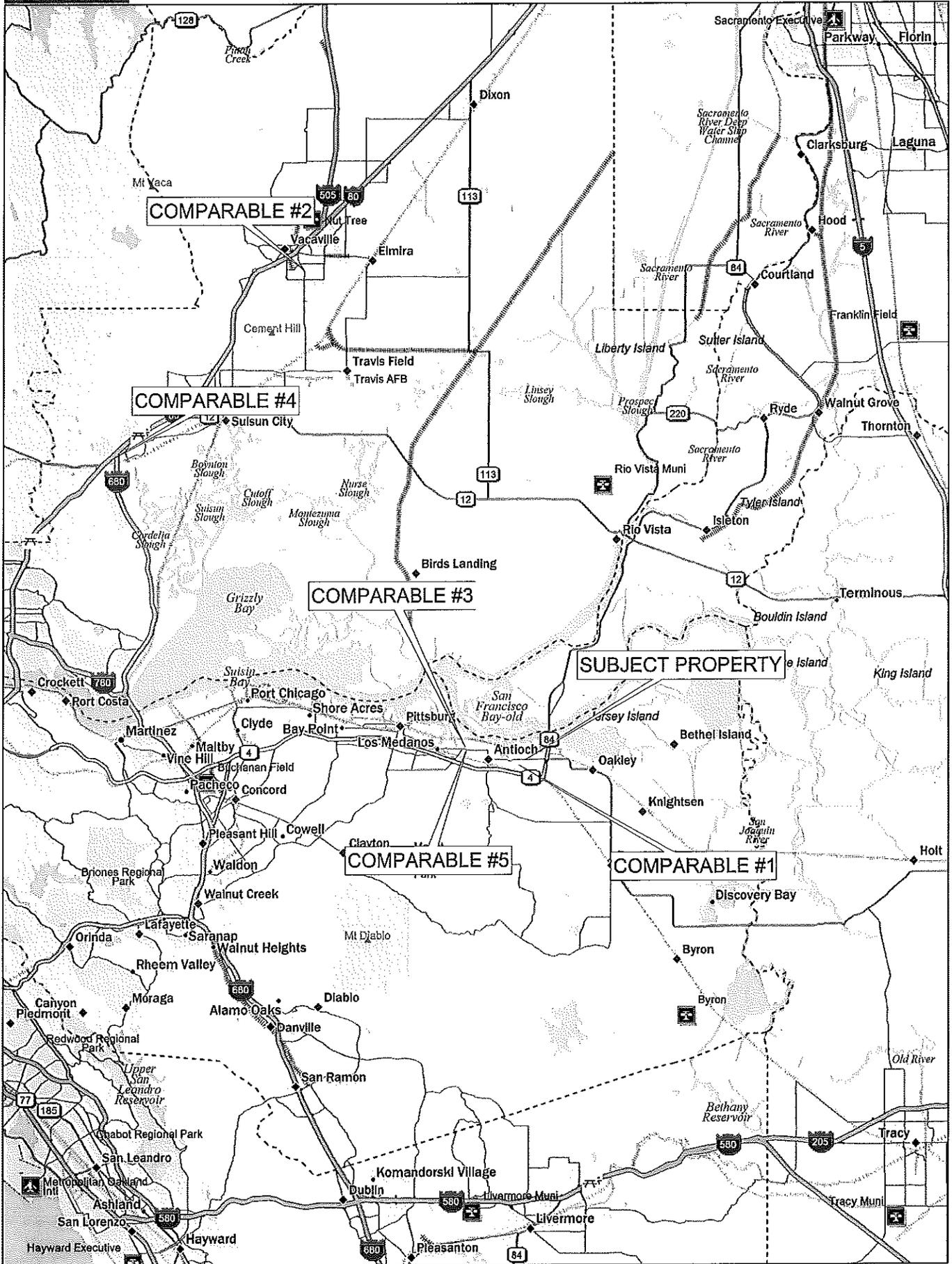
No.	Location/A.P.N.	Sale Date		Grantor	Grantee	General Plan		Shape	Area:		SALE PRICE	
		C.O.E.	Doc. No.			Zoning	Focus Area		Acres	Sq. Ft.	Overall	Per S.F.
1.	End of Yellowstone Drive Antioch, CA 051-170-054	June-2009 18-Sep-09 09-221896		First Family Church B & W First Family LLC		Focus Area PD	Rectangular	20.23 881,437		\$1,071,500	<u>\$1.22</u>	
2.	561 Peabody Road Vacaville, CA 0132-210-220	May-2011 20-June-2011 11-054076		Luther Burbank Savings 0777334 B C Ltd		NC NC	Irregular	3.80 165,528		\$313,000	<u>\$1.89</u>	
3.	Auto Center Drive Antioch, CA 074-130-081-8	July-2011 26-Aug-11 11-0174558		Bay Area Financial Corporation Eastern Contra Costa Transit Authority		Focus Area C-2	Irregular	3.51 152,896		\$490,000	<u>\$3.20</u>	
4.	Dittmer Road Fairfield, CA 0180-110-250	Oct 2011 25-Oct-11 11-095337		Exchange Bank Plaza Court Properties		LI CR	Square	1.27 55,321		\$175,000	<u>\$3.16</u>	
5.	SEC of Crestview Avenue and West 10th Street Antioch, CA 074-334-030-9	Listing Listing Listing		Auto Park Place LLC N/A Listing		Focus Area C2	Irregular	2.35 102,322		\$249,000	<u>\$2.43</u>	

BURCHARD & RINEHART

Real Estate Appraisers & Consultants

ADJUSTMENTS TO COMPARABLE LAND SALES

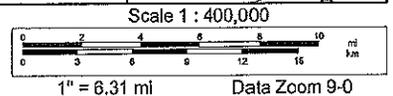
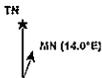
		Adjustments to Sale Prices									
No.	Location/A.P.N.	Sale Price		Market Conditions Adjust. Price	Physical Characteristics		Indicated Value/S.F.				
		Area (Sq.Ft.)	Price/S.F.		Location	Orientation/Visibility		Size (acres) / Sq.Ft.	Zoning & Gen. Plan	Site Constraints/ (Utilities)/Shape	Physical Net % Adj.
	SW of E.18th Street & Viera Ave Antioch, CA	N/A	N/A	Aug-12	SEC East 18th St. and Viera Ave.	Road	12.56 547,331	PD Open Space	Irregular	N/A	
1.	End of Yellowstone Drive Antioch, CA 051-170-054	\$1,071,500	881,437 \$1.22	June-2002 Neutral	Inferior Positive	Inferior Positive	20.23 Positive	Superior Negative	Superior Negative	65.00%	<u>\$2.01</u>
2.	561 Peabody Road Vacaville, CA 0132-210-220	\$313,000	165,528 \$1.89	May-2011 Neutral	Inferior Positive	Similar Neutral	3.80 Negative	Superior Negative	Superior Negative	-10.00%	<u>\$1.70</u>
3.	Auto Center Drive Antioch, CA 074-130-081-8	\$490,000	152,896 \$3.20	July-2011 Neutral	Superior Negative	Superior Negative	3.51 Negative	Superior Negative	Superior Negative	-40.00%	<u>\$1.92</u>
4.	Dirtner Road Fairfield, CA 0180-110-250	\$175,000	55,321 \$3.16	Oct 2011 Neutral	Superior Negative	Inferior Positive	1.27 Negative	Superior Negative	Superior Negative	-40.00%	<u>\$1.90</u>
5.	SEC of Crestview Avenue and West 10th Street Antioch, CA	\$249,000	102,322 \$2.43	Listing Neutral	Superior Negative	Superior Negative	2.35 Negative	Superior Negative	Superior Negative	-35.00%	<u>\$1.58</u>



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to dispose of the property, warranting a positive adjustment. Additional positive adjustments for this comparable's overall inferior location and visibility, as well as larger size are warranted. Negative adjustments for the potentially higher development potential of this comparable in the future, as well as its superior shape, is also warranted. Overall, a net positive adjustment to the sale price is warranted.

Comparable #2 is the April 2011 sale of a smaller commercial property located at 561 Peabody Road in Vacaville, California. The indicated sale price was \$313,000, or \$1.89 per square foot. This is a secondary commercial location in a mixed use neighborhood of retail and residential development nearby to a school. A positive adjustment is warranted to account for the inferior location of this property. Negative adjustments are warranted to account for the smaller parcel size, superior development potential (zoning), and superior shape and constraints. Overall, a net negative adjustment to the sale price of this comparable is warranted.

Comparable #3 is the July 2011 sale of a level, vacant, 3.51 acre parcel of land along Auto Center Drive in Antioch, California. The indicated sale price was \$490,000, or \$3.20 per square foot. This site was purchased for a future "Park and Ride" commute location by the Eastern Contra Costa Transit Authority. Situated at the southeast corner of Somersville Road/Auto Center Drive and West 6th Street, this comparable has a good corner location with good visibility. All utilities are reportedly to the property. Negative adjustments are warranted to account for the superior location, superior visibility, and smaller parcel size, as well as the superior development potential and site constraints/shape of this comparable. Overall, a negative adjustment to the sale price of this comparable is warranted.

Comparable #4 is the October 2011 sale of a 1.27 acre parcel situated at the end of Dittmer Road in Fairfield, California. The indicated sale price was \$170,000, or \$3.07 per square foot. This irregularly shaped parcel is zoned for commercial development but the underlying General Plan

land use is indicated as industrial. Negative adjustments are warranted to account for the superior location of this comparable, as well as for the smaller parcel size, superior overall development potential, and superior site shape/constraints. A negative adjustment is warranted to account for the superior visibility of this property. Overall, a net negative adjustment to the sale price of this comparable is warranted.

Comparable #5 is the current listing price of a 2.35 acre site located at the southeast corner of Crestview Avenue and West 10th Street, in Antioch, California. This is a property zoned for commercial development, and the indicated listing price is \$249,000, or \$2.43 per square foot. This property has a corner location with good access and visibility. Negative adjustments are warranted to account for the fact this is a listing price and will likely sell for a lower price, as well as for the superior location, visibility, and smaller parcel size. Additional negative adjustments are warranted to account for the superior development potential and site shape/constraints of this comparable. Overall, a negative adjustment to the sale price is warranted.

The adjusted values indicate a range of \$1.53 to \$2.19 per square foot for the subject property. All of the sales have superior independent development potential and utility, requiring negative adjustments. Nonetheless, these service commercial uses provide the best indicators of potential value of the subject property. Service commercial sales tend to represent not only uses that allow intensive development, including large structural improvements, but also those uses requiring more land intensive uses similar to the limited uses allowed on the subject property. It is however necessary to recognize the need for considerable negative adjustments of the comparables for this superior utility. The market conditions are reasonably comparable for all of the sales.

Comparable #1 receives the greatest weight as it has limited utility currently, and is in close proximity to the subject property. As a long term investment for future speculative development, we consider this comparable reasonably similar to the subject property. Considering the definition of value, the subject property has a land value of \$2.00 per square foot in our opinion. We calculate the land value of the subject property as follows:

$$540,144 \text{ square feet @ } \$2.00 \text{ per square foot} = \$1,080,288$$

ROUNDED \$1,080,000

12. COMPENSATION CONCLUSION, PROPOSED EASEMENT AREA

Proposed Permanent Underground Sanitary Sewer Easement

A permanent sanitary sewer line easement is requested by the adjacent cemetery property in order for them to expand their operations. The underground easement is ± 20 feet wide and runs in an irregular fashion. Beginning at the proposed portion of the easement starting at the north property line of the subject, then south for 63.90 lineal feet, then southwest for 82 lineal feet, then at an increased southern tangent for 119 lineal feet to a termination point in the middle of the subject property. We assume this is the connection to the existing sewer line within the subject property. The area of the proposed sewer line easement is approximately 5,298 square feet. A copy of the legal description and plat of the easement area is included in the Addenda of this report. As it is not a surface use, which is the primary benefit of real estate, it is appropriate to consider a percentage of fee value which is less than 50%. We also note that the easement does not alter development potential for the property in the future. The easement also appears to avoid the bases of the two support towers existing in the vicinity of the proposed easement area. We accordingly are of the opinion that the easement commands 40% of the value and utility of the portion of the subject it encumbers. We consider the easement area, the value per square foot, and the 40% factor to estimate our opinion of the easement value.

Total Valuation, Proposed Permanent Underground Sanitary Sewer Easement

Valued at 40% of fee simple value

5,298 square feet @\$2.00 per square foot x 40% of fee	=	\$4,238
Total	=	\$4,250

ADDENDA

COMPARABLE COMMERCIAL LAND SALES

COMPARABLE COMMERCIAL LAND SALE #1

LOCATION/ADDRESS: Extending southeast from the end of
Yellowstone Drive
Antioch, CA

ASSESSOR'S PARCEL NO.: 051-170-054

GRANTOR: First Family Church
GRANTEE: B & W First Family LLC

SALE DATE: June 2009
SALE PRICE: \$1,071,500
RECORDING DATA: September 18, 2009; Doc#09-221896
TERMS: Cash

PARCEL SIZE: 881,437 square feet or 20.23 acres

UNIT PRICE: \$1.22 per square foot

ZONING: PD

GENERAL PLAN: Focus Area

TOPOGRAPHY: Level

IMPROVEMENTS: None

CONFIRMATION: Charlie Wall, buyer

COMMENTS:

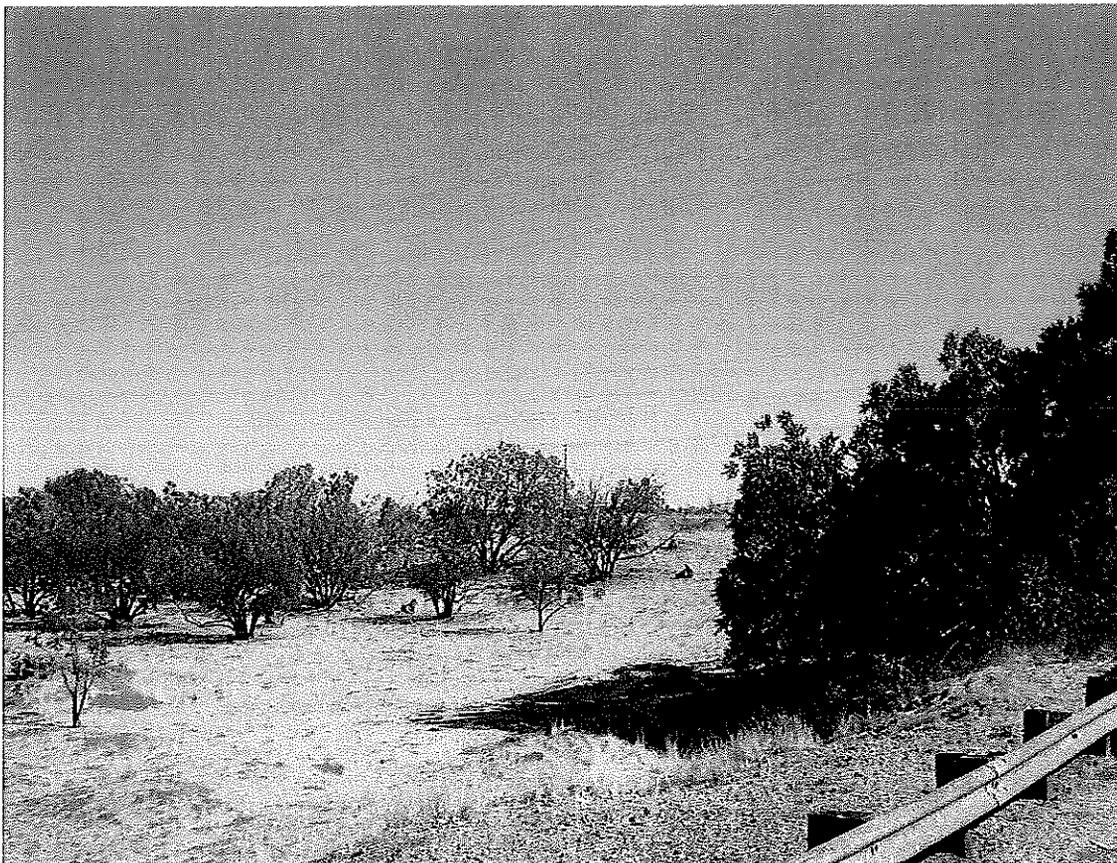
E 18th Street is county identifier, but access is via an unpaved easement connection from Yellowstone Drive. There are no utilities to the site according to the buyer.

COMPARABLE COMMERCIAL LAND SALE #1

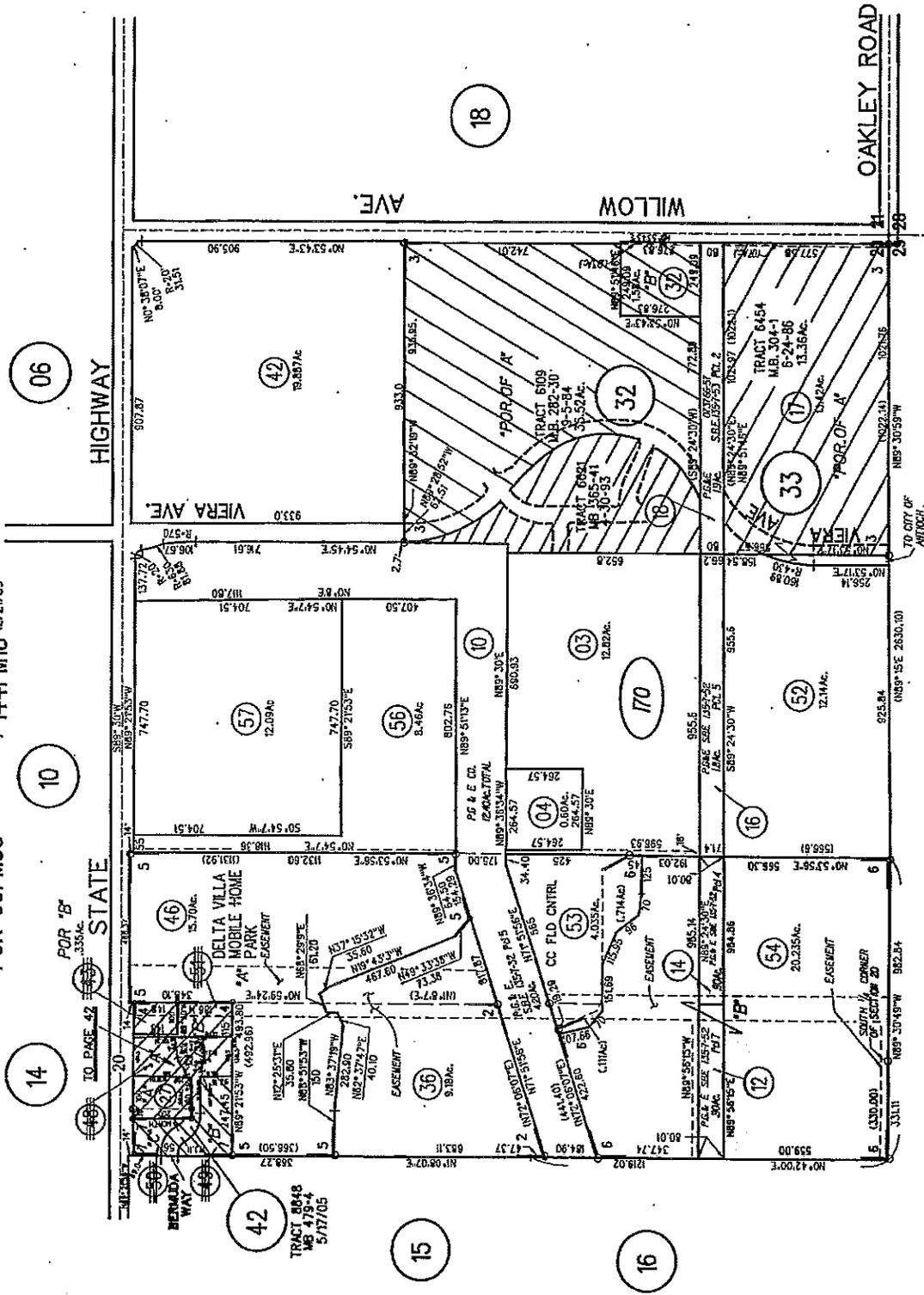
LOCATION/ADDRESS: Extending southeast from the end of
Yellowstone Drive
Antioch, CA

ASSESSOR'S PARCEL NO.: 051-170-054

PHOTOGRAPH



POR S 1/2 SEC 20 T21N 2E MDB&M
 1- 9PM31 7/18/89
 4- 134PM32 7/20/88
 2- 79PM38 8/7/79
 5&6- 143PM6 10/24/89
 3- POR 90PM35 10/29/80
 7- 144PM18 12/21/89



JUL 27 2
 170
 ASSESSOR'S BOOK 5
 CONTRA COST

P.B. 52

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

COMPARABLE COMMERCIAL LAND SALE #2

LOCATION/ADDRESS: 561 Peabody Road
Vacaville, CA

ASSESSOR'S PARCEL NO.: 0132-210-220

GRANTOR: Burbank Investor Services
GRANTEE: 0777334 B.C. LTD

SALE DATE: May 2011
SALE PRICE: \$313,000
RECORDING DATA: June 20, 2011; Doc#11-054076
TERMS: Cash

PARCEL SIZE: 165,528 square feet or 3.80 acres

UNIT PRICE: \$1.89 per square foot

ZONING: Neighborhood Commercial

GENERAL PLAN Neighborhood Commercial

TOPOGRAPHY: Level

IMPROVEMENTS: None

CONFIRMATION: Ron Reinking, listing agent

COMMENTS:

Level, vacant parcel next to existing retail in secondary location in Vacaville. All utilities available to the site in street. Buyer plans on holding till the market gets better, and potentially trying to get mixed use or residential on the site in the future.

COMPARABLE COMMERCIAL LAND SALE #2

LOCATION/ADDRESS: 561 Peabody Road
Vacaville, CA

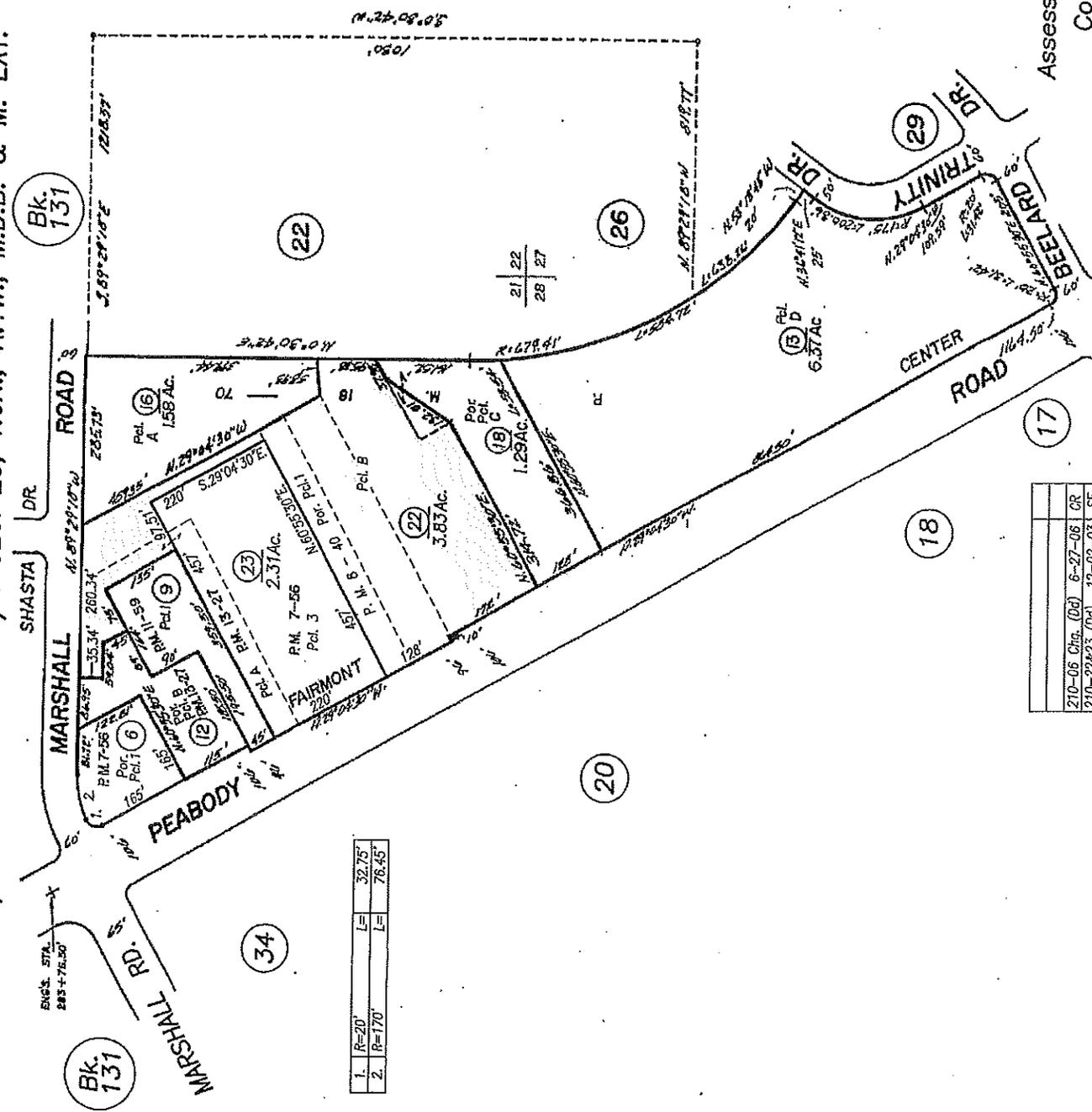
ASSESSOR'S PARCEL NO.: 0132-210-220

PHOTOGRAPH



POR. SE. 1/4 SEC. 21, NW. 1/4 SEC. 27 & NE. 1/4 SEC. 28, T.6N., R.1W., M.D.B. & M. EXT. 132.

Tax Area 6001



Bk. 131

Bk. 131

1.	R=20'	L=32.75'
2.	R=170'	L=76.45'

NOTE: This map is for assessment purposes only and is not for the intent of interpreting legal bound rights, zoning regulations and/or legality of land division laws.

CITY OF VACAVILLE
 Assessor's Map Bk. 132 Pg. 1
 County of Solano, Calif.

07-08

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

REVISION	DATE	BY
210-06 Chg. (Dd)	6-27-06	OR
210-22&23 (Dd)	12-02-03	SE
210-21	9-27-91	S.S.
210-19&20	10-3-91	FC

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COMPARABLE COMMERCIAL LAND SALE #3

LOCATION/ADDRESS: Auto Center Drive
Antioch, CA

ASSESSOR'S PARCEL NO.: 074-130-081-8

GRANTOR: Eastern Contra Costa Transit Authority
GRANTEE: Bay Area Financial Corporation

SALE DATE: July 2011
SALE PRICE: \$490,000
RECORDING DATA: August 26, 2011; Doc#11-0174558
TERMS: Cash

PARCEL SIZE: 152,896 or 3.51 acres

UNIT PRICE: \$3.20 per square foot

ZONING: C-2

GENERAL PLAN Focus Area

TOPOGRAPHY: Level

IMPROVEMENTS: None

CONFIRMATION: Dennis Wilson, broker for buyer

COMMENTS:

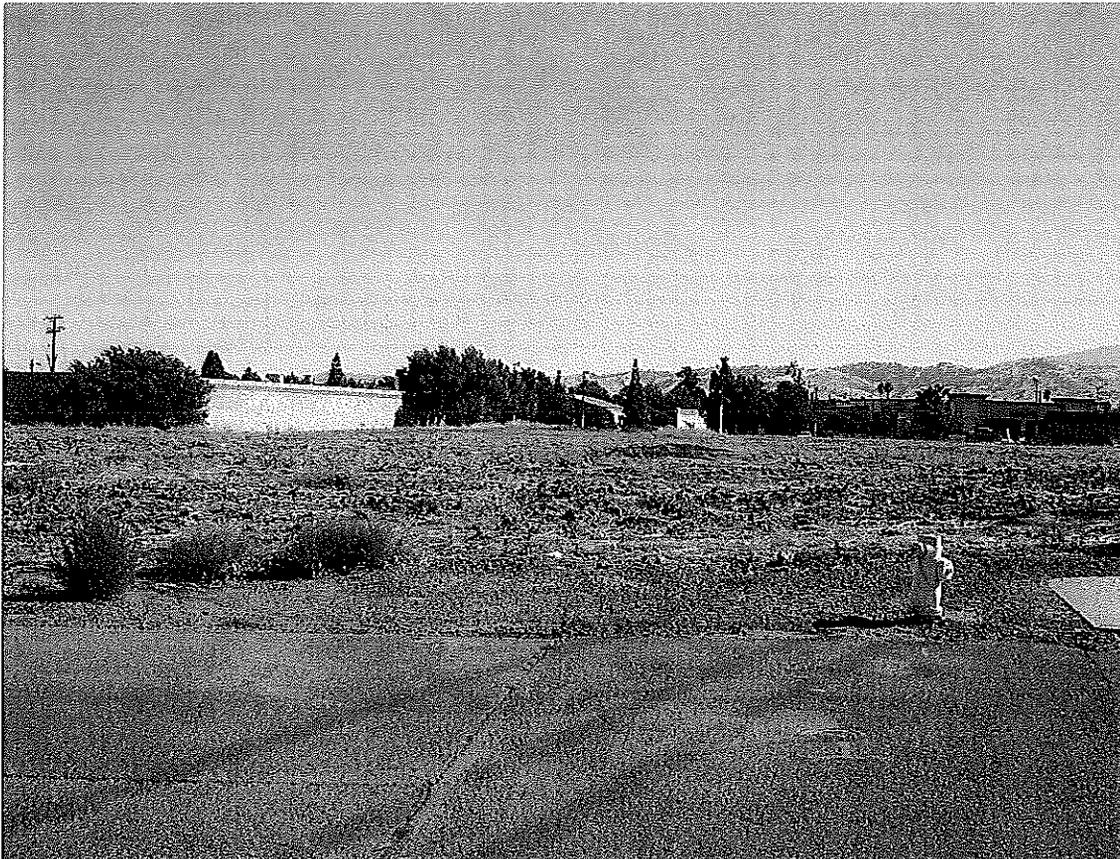
New owner will make site a "Park and Ride" once funding permits.

COMPARABLE COMMERCIAL LAND SALE #3

LOCATION/ADDRESS: Auto Center Drive
Antioch, CA

ASSESSOR'S PARCEL NO.: 074-130-081-8

PHOTOGRAPH



COMPARABLE COMMERCIAL LAND SALE #4

LOCATION/ADDRESS: End of Dittmer Road
Fairfield, CA

ASSESSOR'S PARCEL NO.: 0180-110-250

GRANTOR: Exchange Bank
GRANTEE: Plaza Court Properties

SALE DATE: October 2011
SALE PRICE: \$175,000
RECORDING DATA: October 25, 2011; Doc#11-095337
TERMS: All Cash

PARCEL SIZE: 55,321 square feet or 1.27 acres

UNIT PRICE: \$3.16 per square foot

ZONING: CR-Regional Commercial

GENERAL PLAN Industrial

TOPOGRAPHY: Level

IMPROVEMENTS: None of value

CONFIRMATION: Jeff Robinson - Broker

COMMENTS:

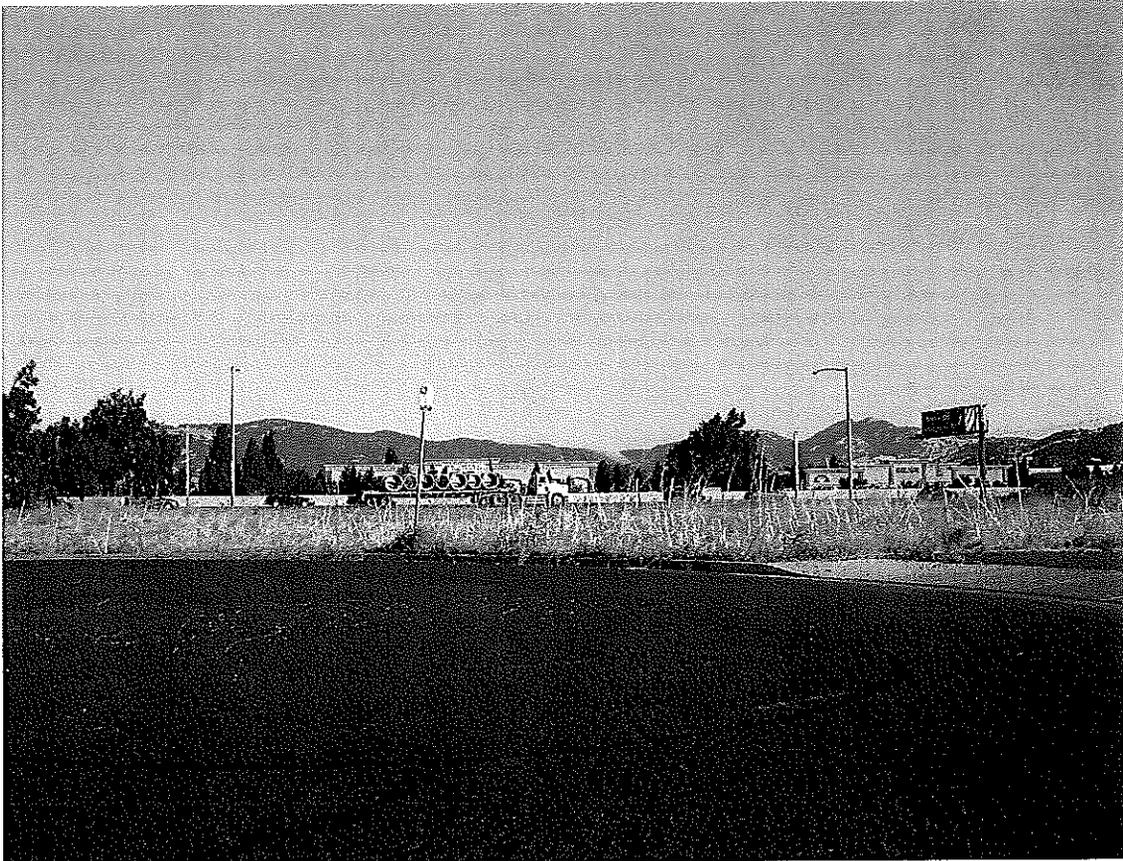
This property was bank owned and on the market for several years. It is currently zoned general commercial but is designated light industrial under the general plan map.

COMPARABLE COMMERCIAL LAND SALE #4

LOCATION/ADDRESS: End of Dittmer Road
Fairfield, CA

ASSESSOR'S PARCEL NO.: 0180-110-250

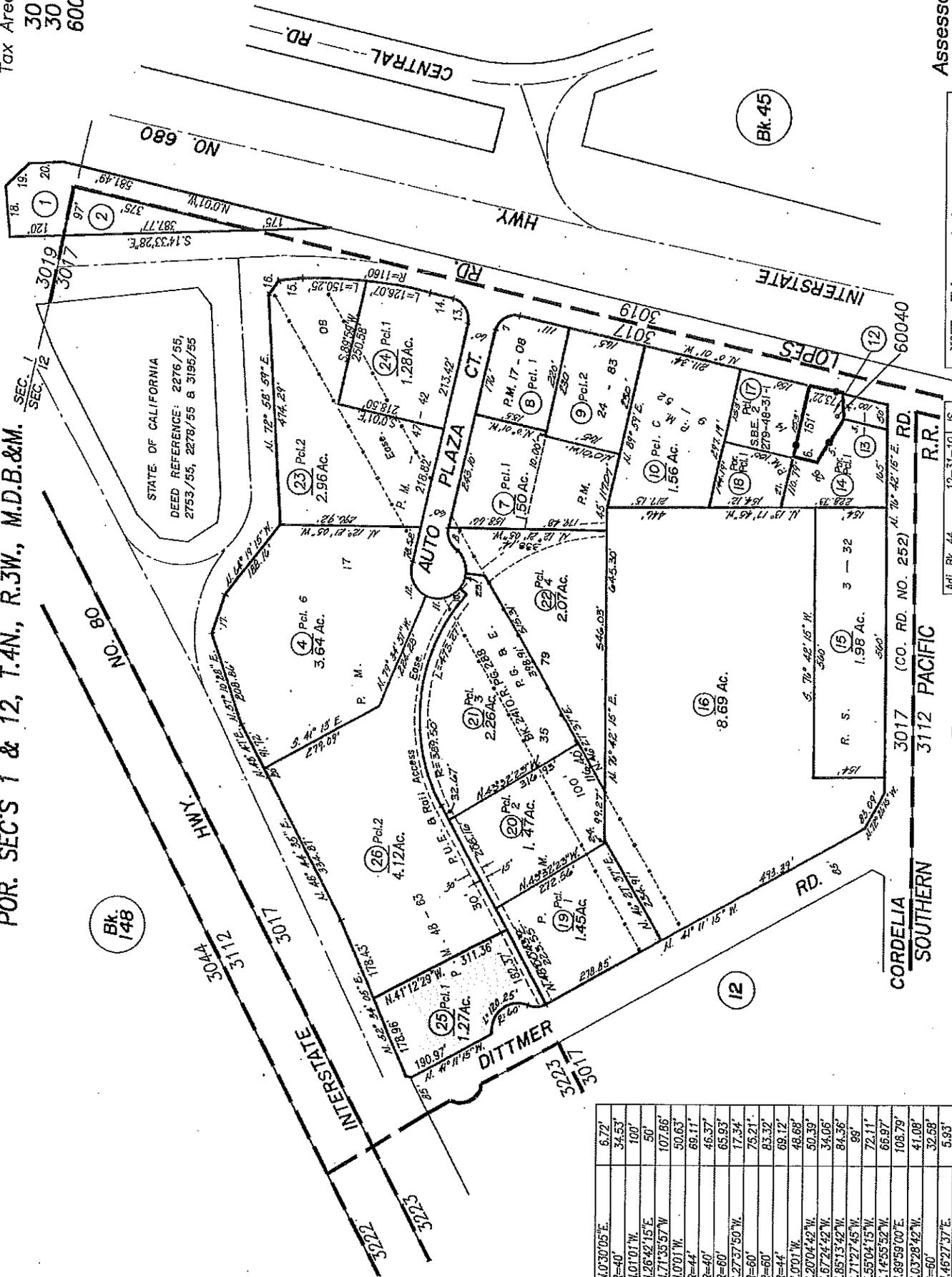
PHOTOGRAPH



POR. SEC'S 1 & 12, T.4N., R.3W., M.D.B.&M.

Tax Area Code
3017
3019
60040

180



CITY OF FAIRFIE
Assessor's Map Bk. 18
County of Solano,

NOTE: This map is for assessment purposes only. It is not intended to define legal boundary rights or imply compliance with land division laws.

REVISION	DATE	BY
110-25,24 (PM)	7-30-06	LR
110-25,24 (PM)	2-26-07	DV
SBE 07-009	4-6-07	DV
12-31-10	JS	

12

Assessor's Block Numbers Shown in Ellipses, Assessor's Parcel Numbers Shown in Circles

11-12

6.72'
34.53'
100'
26.42'15"E
107.86'
50.63'
69.11'
46.37'
65.93'
17.34'
75.21'
83.32'
69.12'
48.68'
50.30'
34.06'
84.56'
99'
72.11'
66.97'
108.79'
41.08'
32.58'
5.93'

COMPARABLE COMMERCIAL LAND SALE (LISTING) #5

LOCATION/ADDRESS: SEC of Crestview Drive and West 10th Street
Antioch, CA

ASSESSOR'S PARCEL NO.: 074-334-030-9

GRANTOR: Auto Park Place LLC

GRANTEE: N/A - Listing

SALE DATE: N/A Listing

SALE PRICE: Asking Price - \$249,000

RECORDING DATA: N/A

TERMS: Offered for Cash

PARCEL SIZE: 102,322 square feet or 2.35 acres

UNIT PRICE: \$2.43 per square foot

ZONING: C-2

TOPOGRAPHY: Level

IMPROVEMENTS: None

CONFIRMATION: Listing Agent, Joseph Saar

COMMENTS:

Level, vacant parcel with a corner location in Antioch. All utilities appear available based upon surrounding development. Site is zoned for commercial use. This property has been on the market for approximately 3 months, with an original asking price of \$349,000.

COMPARABLE COMMERCIAL LAND SALE (LISTING) #5

LOCATION/ADDRESS: SEC of Crestview Drive and West 10th Street
Antioch, CA

ASSESSOR'S PARCEL NO.: 074-334-030-9

PHOTOGRAPH

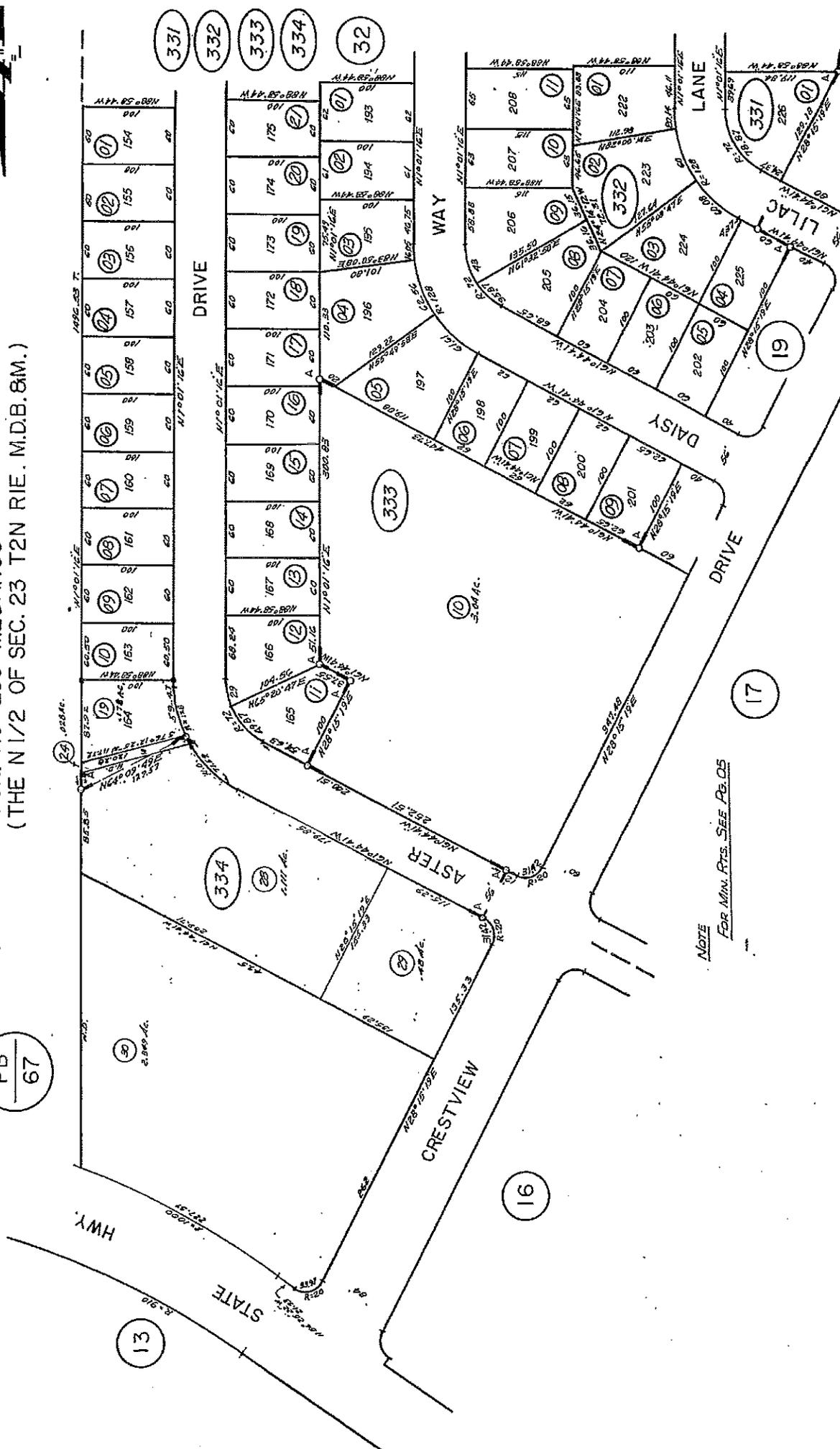


A-1969 ROLL TRACT 3813 (FAIR VIEW TERRACE NO.2) M.B.123-44

POR. RO LOS MEDANOS
(THE N1/2 OF SEC. 23 T2N R1E. M.D.B.&M.)



PB
67



ASSESSOR'S MAP
BOOK 74 PAGE 3
CONTRA COSTA COUNTY, C
1-8-69

ACQUISITION LEGAL DESCRIPTION

PARCEL A
143 PM 6

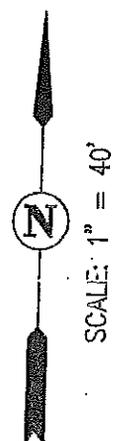
THE ROMAN CATHOLIC
BISHOP OF OAKLAND
4155 OR 140
50 L.S.M. 27

POC

POB

L1

CENTERLINE OF
20' SANITARY
SEWER EASEMENT.



S01°07'20"W 63.90'

S81°38'50"W 82.00'

S47°38'31"W 119.00'

PG&E
1557 OR 303

PG&E
2551 OR 283

POT

LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°38'00"E	14.94'

EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
20' SANITARY SEWER EASEMENT
PG&E (APN 051-170-010)
ANTIOCH, CALIFORNIA
JUNE 7, 2012

Carlson, Barbee, & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS

6111 BOLLINGER CANYON ROAD, SUITE 150 SAN RAMON, CALIFORNIA 94583

TELEPHONE: (925) 866-0322 FAX: (925) 866-8575

SHEET 1 OF 1

JUNE 7, 2012
JOB NO.: 1549-022

EXHIBIT A
LEGAL DESCRIPTION
20' SANITARY SEWER EASEMENT
PG&E PROPERTY (APN 051-170-010)
ANTIOCH, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY BY DEED RECORDED MAY 15, 1950, IN BOOK 1557 OFFICIAL RECORDS, AT PAGE 303, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, AND A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY BY DEED RECORDED JUNE 10, 1955, IN BOOK 2551 OF OFFICIAL RECORDS, AT PAGE 283, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A STRIP OF LAND TWENTY (20.00) FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERN LINE OF SAID PARCEL OF LAND (2551 OR 283), SAID POINT BEING THE SOUTHWESTERN CORNER OF THAT CERTAIN 20.84 ACRE PARCEL OF LAND, AS SAID 20.84 ACRE PARCEL OF LAND IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY, RECORDED JANUARY 19, 1968, IN BOOK 50 OF LICENSED SURVEYORS' MAPS, AT PAGE 27, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID NORTHERN LINE (2551 OR 283), SOUTH 89°38'00" EAST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS SOUTH 89°38'00" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 14.94 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID NORTHERN LINE, SOUTH 01°07'20" WEST 63.90 FEET;

THENCE, SOUTH 81°38'50" WEST 82.00 FEET;

THENCE, SOUTH 47°38'31" WEST 119.00 FEET TO THE POINT OF TERMINUS FOR THIS DESCRIPTION.

THE SIDELINES OF SAID STRIP OF LAND ARE TO BE SHORTENED OR LENGTHENED TO TERMINATE ON SAID NORTHERN LINE (2551 OR 283).

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



Christopher S. Harmison
CHRISTOPHER S. HARMISON, P.L.S.
L.S. NO. 7176

**BACKGROUND AND QUALIFICATIONS
OF THE APPRAISERS**

BURCHARD & RINEHART
Real Estate Appraisers & Consultants
1350 TREAT BOULEVARD, SUITE 230
WALNUT CREEK, CALIFORNIA 94597-8805
(925) 935-9200 • FAX: (925) 935-3095
greg@burchardandrinehart.com

BACKGROUND & QUALIFICATIONS
Gregory D. Rinehart, MAI

PERSONAL INFORMATION

Age 48
Marital Status Married, Melina Rinehart
Children Two
Interests Rowing, jogging, cooking, weight training

PROFESSIONAL AFFILIATIONS

Member, Appraisal Institute (MAI),
Member #11804, Issued October 15, 2001

Northern California Chapter of the Appraisal Institute
President, 2008
Vice President, 2007
Board of Directors, 2003 through 2009
Seminars Chair, 2002 & 2003
East Bay Branch Chapter Chair, 2001 & 2006

Certified General Real Estate Appraiser,
State of California #AG019087, Issued June 1993

International Right of Way Association, Chapter 2

EDUCATION

1977-1981 Piedmont High School
Piedmont, California

1981-1986 University of California at Los Angeles
B.A. Political Science

EDUCATION (Continued)

Appraisal Institute:

Standards of Professional Practice
Real Estate Appraisal Principles
Residential Valuation
Basic Valuation Procedures
Capitalization Theory & Techniques, A
Capitalization Theory & Techniques, B
Report Writing & Valuation Analysis, Course 540
Advanced Applications, Course 550
Uniform Standards for Federal Land Acquisition
Seminar: Easement Valuation
Seminar: Vineyard Valuation
Seminar: Wetlands Valuation
Seminar: Commercial Construction
Seminar: Evaluating Operating Expenses
Seminar: Narrative Report Preparation
Seminar: Foundations of Eminent Domain Appraisal
Practice in California

International Right of Way Association:

Principles of Right of Way
Appraisal of Partial Acquisitions
Relocation Assistance

EXPERT WITNESS TESTIMONY

Superior Court, Alameda County

PUBLIC SPEAKING

Appraisal Institute: Speaker, Eminent Domain Appraisal
Practice
CLE International: Speaker, Regulatory Takings
Appraisal Institute: Panelist, Training the Trainee
IR/WA: Moderator, Cypress Freeway Project

EMPLOYMENT

1986 - 1988

Home Savings of America
Livermore, Oakland, Walnut Creek, California

Staff Real Estate Appraiser. Conducted and reviewed appraisals of single family residences, condominiums, planned unit development units, and one to four unit income properties throughout Alameda, Contra Costa, and San Joaquin Counties.

EMPLOYMENT (Continued)

1988 - 1993

California Department of Transportation
San Francisco, Oakland, California

Right of Way Agent / Appraiser

(August 1988 to March 1989, & January 1990 to June 1993)

Appraised fee and partial interests in real property required for highway purposes; instructed, supervised, and reviewed reports of junior appraisers; conferred with property owners regarding the impacts of eminent domain acquisitions; and represented Appraisals Section in planning discussions for proposed highway projects.

Right of Way Acquisitions Agent

(March 1989 to December 1989)

Negotiated and contracted on behalf of the State to purchase real property for public use; demonstrated the impacts of State highway projects to property owners; prepared exhibits in preparation for eminent domain actions; and assured proper execution of documents and timely closing of escrow.

June 1993 to March 2002 **Roland H. Burchard & Associates**

Senior Appraiser. Engaged in general real estate appraising. Duties include preparation of written reports incorporating valuation analyzes for a variety of commercial, residential, special purpose properties. Numerous assignments for condemnation matters have included application of specialized eminent domain principles and appraisal procedures.

April 2002 to present

Burchard & Rinehart
Real Estate Appraisers & Consultants
1350 Treat Boulevard, Suite 230
Walnut Creek, California 94597-8805

Partner, Senior Appraiser

**PROPERTY TYPES
APPRAISED**

Partial acquisition appraisals for eminent domain purposes
Retail Properties
Office Properties
Industrial Properties
Apartment Buildings & Complexes
Agricultural Ranches and Rangeland

**REPRESENTATIVE
LIST OF CLIENTS
SERVED**

Alameda County
Alameda County Transportation Authority
Bay Area Rapid Transit District
California Department of Transportation
Central Contra Costa Sanitary District
Comerica Bank
Contra Costa County Public Works
Contra Costa County Transportation Authority
City of Concord
City of Dublin
City of Fremont
City of Livermore
City of Oakland
City of Oakley
City of Pittsburg
City of San Leandro
City of San Jose
City of Vacaville
City of Walnut Creek
East Bay Municipal Utility District
East Bay Regional Park District
Erickson, Beasley, Hewitt & Wilson
Fairfield-Suisun Unified School District
Greenan, Peffer, Sallander & Lally LLP
Herum / Crabtree
Law Offices of Herman Fitzgerald
Lewis Operating Corporation
Meyers, Nave, Riback, Silver, And Wilson
O'Brien Land Company
Santa Clara Valley Transportation Authority (VTA)
Santa Clara Valley Water District
Silicon Valley Bank
Solano Transportation Authority
Sonoma County Water Agency
Sumitomo Bank
Tri-Valley Bank
Wells Fargo Bank
Wendel, Rosen, Black, and Dean

URBAN & ASSOCIATES

Real Estate Appraisers & Consultants
1350 Treat Boulevard, Suite 230
Walnut Creek, California 94597-8805
(925) 984-9297 • FAX: (925) 938-4349

BACKGROUND & QUALIFICATIONS

of

Glenn H. Urban

PERSONAL INFORMATION:

Age: 49
Marital Status: Married, Mary Jane Urban
Children: Two
Interests: Family, including the dog.

EDUCATION:

1977-1981 Skyline High School
Oakland, California

1981-1985 University of California at Santa Barbara
B.A. Business Economics

1986 Diablo Valley College:
Principles of Real Estate
Real Estate Appraisal I and IIs

1986-Present Appraisal Institute:
Standards of Professional Practice
Real Estate Appraisal Principles
Basic Valuation Procedures
Report Writing
Capitalization Theory & Techniques A
Capitalization Theory & Techniques B

1989 International Right of Way Association:
Easement Valuation Seminar

EMPLOYMENT:

1986 - 1991

Roland H. Burchard & Associates
Real Estate Appraisers & Consultants
1350 Treat Blvd., Suite 280
Walnut Creek, California

Senior Associate Appraiser engaged in commercial and general real estate appraisal. Duties include preparation of written reports incorporating valuation analyses for a variety of commercial, residential, special purpose properties. Numerous assignments for condemnation matters have included application of specialized eminent domain principles and appraisal procedures.

1991 to 2002

Small Business Owner/Partner - Retail Petroleum Industry
Co-Owned and Managed four Service Stations in
San Francisco, Peninsula, Reno

1998 to Present

Urban & Associates
Assignments have included work with the following firms:

Burchard & Rinehart
Vaughn Bargy & Associates
Dunn & Associates

State Certified General
Real Estate Appraiser

License No. AG043775

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

1st Light Energy	Division of Ratepayer Advocates	Occidental Energy Marketing, Inc.
AT&T	Douglass & Liddell	OnGrid Solar
Alcantar & Kahl LLP	Downey & Brand	Pacific Gas and Electric Company
Anderson & Poole	Ellison Schneider & Harris LLP	Praxair
BART	G. A. Krause & Assoc.	Regulatory & Cogeneration Service, Inc.
Barkovich & Yap, Inc.	GenOn Energy Inc.	SCD Energy Solutions
Bartle Wells Associates	GenOn Energy, Inc.	SCE
Bear Valley Electric Service	Goodin, MacBride, Squeri, Schlotz & Ritchie	SDG&E and SoCalGas
Braun Blaising McLaughlin, P.C.	Green Power Institute	SPURR
CENERGY POWER	Hanna & Morton	San Francisco Public Utilities Commission
California Cotton Ginners & Growers Assn	In House Energy	Seattle City Light
California Energy Commission	International Power Technology	Sempra Utilities
California Public Utilities Commission	Intestate Gas Services, Inc.	SoCalGas
California State Association of Counties	Kelly Group	Southern California Edison Company
Calpine	Linde	Spark Energy
Casner, Steve	Los Angeles Dept of Water & Power	Sun Light & Power
Center for Biological Diversity	MAC Lighting Consulting	Sunshine Design
City of Palo Alto	MRW & Associates	Tecogen, Inc.
City of San Jose	Manatt Phelps Phillips	Tiger Natural Gas, Inc.
Clean Power	Marin Energy Authority	TransCanada
Coast Economic Consulting	McKenna Long & Aldridge LLP	Utility Cost Management
Commercial Energy	McKenzie & Associates	Utility Power Solutions
County of Tehama - Department of Public Works	Modesto Irrigation District	Utility Specialists
Crossborder Energy	Morgan Stanley	Verizon
Davis Wright Tremaine LLP	NLine Energy, Inc.	Water and Energy Consulting
Day Carter Murphy	NRG Solar	Wellhead Electric Company
Defense Energy Support Center	Nexant, Inc.	Western Manufactured Housing Communities Association (WMA)
Dept of General Services	North America Power Partners	