

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



August 19, 2014

Advice Letter 4340-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: Becken Lane Road Easement Agreement – Request for
Approval Under Section 851**

Dear Mr. Cherry:

Advice Letter 4340-E is effective August 14, 2014 per Resolution E-4667.

Sincerely,

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

Edward F. Randolph, Director
Energy Division

December 31, 2013

Advice 4340-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Becken Lane Road Easement Agreement – 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 County of El Dorado (the “Grantee”) two non-exclusive easements¹ (the “Easements”) on a portion of PG&E’s property that supports electric transmission facilities located in the Shingle Springs area of El Dorado County (the “Property”). The Grantee will use the easement areas for the installation, construction and use of a public road. These easements will not interfere with PG&E’s transmission operations or PG&E’s ability to provide utility services to its customers. In addition, granting these easements will not be adverse to the public interest; rather it will provide a public benefit by increasing public safety and allowing for secondary road access for fire officials to a multi-unit housing complex.

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 Shingle Springs area of El Dorado County, which supports PG&E’s electric transmission operations. The easements requested of PG&E, if granted, will facilitate the construction, use and maintenance of an approximately 28-foot wide by an approximately 460 feet long public road (the “Project”). This Project, upon completion, will provide safe fire and other emergency vehicle road access to a 40-unit housing project constructed adjacent to the easement area (the “Sunset Lane Apartments”), as described and

¹ Upon CPUC approval, PG&E will grant the County of El Dorado a non-exclusive Road and Utility Easement, and a non-exclusive Temporary Construction Easement.

identified in the proposed Easement Agreement (the "Agreement"), attached as Attachment 1.

Grant of the easements to the Grantee will not interfere with PG&E's operations or service to its customers. The proposed easement grants prohibit the Grantee from interfering in any way with PG&E's use of the easement areas or the adjacent PG&E Property. This prohibition includes any activity that places any of PG&E's facilities in violation of any provision of Commission General Orders 95, 112E, and 128, or any other legal requirements for operation of utility facilities. The proposed easement agreements further prohibit the Grantee from making use of the easement areas that would be incompatible with PG&E's use of the adjacent Property.

For the above reasons, the Commission should approve this Section 851 request to grant the Grantee the Easements relating to this PG&E property, and find that doing so is not adverse to the public interest² because it will not impair PG&E's provision of utility service. Rather, the easement will facilitate the construction of a secondary public road which upon completion will improve public health and safety 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	Kim Kerr, Interim Director
Darren P. Roach	County of El Dorado, Dept. of Trans.
Law Department	2850 Fairlane Ct.
P.O. Box 7442	Placerville, CA 95667
San Francisco, CA 94120	Telephone: (530) 626-0387
Telephone: (415) 973-6345	Email: Kimberly.kerr@edcgov.us
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 on the southwest corner of the intersection of Sunset Lane and Becken Lane in the Shingle Springs area of El Dorado County, more specifically identified as El Dorado County Assessor's Parcel No. 090-430-23. The property is owned by PG&E and is currently vacant

² "The Commission has long recognized that the public interest is served when utility property is used for other productive purposes without interfering with the utility's operations or the provision of utility services to the public." (D.06-07-023, p. 1.)

with vegetation dominated with annual grassland and a graveled parking area in the western portion. The property supports PG&E's electric transmission power lines and supporting structures. 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 Road and Public Utilities Easement for the construction, maintenance and use of a public road, and utilize the Temporary Construction Easement Area to assist with temporary storage of construction materials and equipment in connection with the construction of the public road. The Project area consists of approximately 10,959 square feet in Road and Public Utilities Easement, and 362 square feet in Temporary Construction Easement on APN 090-430-23.

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

PG&E will receive a one-time nominal fee of \$4,400 for granting the easement. PG&E requests for the confidential treatment of the appraisal document as submitted (see Attachment 3) pursuant to Public Utilities Code 583 and General Order 66-C.

(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 \$4,400 for the easement. The \$4,400 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 of \$4,400 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:³

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

³ 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.)

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

For this Application [Advice Letter?], the Grantee has completed environmental review as a Lead Agency, and the Commission can serve as a Responsible Agency.

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.

- 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.

Lead Agency	El Dorado County Planning Services 2850 Fairlane Court, Placerville, CA 95667 Phone: (530) 621-5355
Type of CEQA Document Prepared	Negative Declaration (Attachment 4)

Date of Negative Declaration Adopted	12/18/2012 by the El Dorado Board of Supervisors (Attachment 5)
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- 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.

See Attachment 4 and 5.

- 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.

See Attachment 4 and 5.

- 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 January 21, 2014, which is 21 days⁴ 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

⁴ The 20-day protest period concludes on a holiday. PG&E is hereby moving this date to the following business day.

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 3 advice filing become effective on January 30, 2014, 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 /IC

Vice President – Regulatory Relations

Attachments

***** SERVICE LIST Advice 4340-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

Kim Kerr, Interim Director
County of El Dorado, Dept. of Transportation
2850 Fairlane Ct.
Placerville, CA 95667
Telephone: (530) 626-0387
Email: Kimberly.kerr@edcgov.us

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
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San Francisco, CA 94102
(415) 355-5596
jzr@cpuc.ca.gov

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

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

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

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

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) #: **4340-E**

Tier: **3**

Subject of AL: **Becken Lane Road Easement Agreement - Request for Approval under Section 851**

Keywords (choose from CPUC listing): Agreements

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

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

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

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

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: Yes, PG&E requests the appraisal document be kept confidential.

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

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: Igor Grinberg, (415) 973-8580

Resolution Required? Yes No

Requested effective date: **January 30, 2014**

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 21 days¹ after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

California Public Utilities Commission
Energy Division
EDTariffUnit
505 Van Ness Ave., 4th Flr.
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

¹ The 20-day protest period concludes on a holiday. PG&E is hereby moving this date to the following business day.

Attachment 1

Easement Agreement

LD 2109-09-0730

2013021 (22-13-004) 1 13 1
Missouri Flat – Gold Hill 115 kV T/L
Road and Public Utilities Easement to County of El Dorado at
Becken Lane and Sunset Lane in Shingle Springs

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

COUNTY OF EL DORADO
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667
Attention: Director of Transportation

Location: City/Uninc _____
Recording Fee \$0.00 (Government Code Section 27383)
Document Transfer Tax \$0.00 (Revenue and Taxation Code Section 11922)

Signature of declarant or agent determining tax

(A portion of APN 090-430-23)

EASEMENT AGREEMENT
(Road and Public Utilities Easement to County of El Dorado)

This Easement Agreement (“**Agreement**”) is made and entered into this _____ day of _____, 20__ (the “**Effective Date**”) by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “**PG&E**”, and the COUNTY OF EL DORADO, a political subdivision of the State of California, hereinafter called “**Grantee.**”

RECITALS

- A. PG&E owns certain real property within the County of El Dorado, State of California, described in **EXHIBIT A** and **EXHIBIT A-2**, and shown on **EXHIBIT B** and **EXHIBIT B-2**, respectively, and all of which are attached hereto and made a part hereof (hereinafter, the “**Property**”).
- B. Grantee proposes to construct a road within the portion of the Property described in **EXHIBIT A** and shown on **EXHIBIT B**, and in connection therewith, Grantee has requested that PG&E grant an easement for the excavation, installation, construction, reconstruction, repair, maintenance and use of such road.

C. PG&E is willing to grant such easement 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 Four Hundred Dollars (\$4,400.00), and for other good and valuable consideration, PG&E and Grantee agree as follows:

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

(a) Road and Public Utilities Easement. A non-exclusive easement to excavate for, install, construct, reconstruct, repair, replace, maintain and use a public road on and over the portion of the Property (the "**Road and Public Utilities Easement Area**") described in EXHIBIT A and shown on EXHIBIT B, including the right to construct such curbs, gutters, sidewalks and public utility facilities as Grantee deems necessary within the Road and Public Utilities Easement Area.

(b) Temporary Construction Easement. A temporary non-exclusive easement in, on and over the portion of the Property described in EXHIBIT A-2 and shown on EXHIBIT B-2, (the "**Temporary Construction Easement Area**"), for a term commencing on the Effective Date and terminating thirty (30) days following the completion of construction of Grantee's Improvements (as defined in Paragraph 4 below), to enter upon and use the Temporary Construction Easement Area for the temporary storage of construction materials and equipment in connection with the construction of the Improvements. Upon the completion of construction of Grantee's Improvements, Grantee shall remove all equipment, unused materials, rubbish and debris, and repair and restore the Temporary Construction Easement Area to its condition prior to the Effective Date.

Collectively, the Road and Public Utilities Easement Area and the Temporary Construction Easement Area are hereinafter referred to as the "**Easement Areas**."

2. Limitations on Use.

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

(b) Upon PG&E's notification and where permitted by law, Grantee shall restrict access to the Easement Areas or any portion or portions thereof in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with PG&E's response thereto, or if emergency repairs or maintenance are required to PG&E facilities within or in the vicinity of the Easement Areas.

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

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

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

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

(b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term "**Hazardous Substances**" means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements (as hereinafter defined) relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:

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

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

(3) the presence of which on the Easement Areas and/or PG&E's adjacent lands poses or threatens to pose a hazard to the health or safety of persons on or about the Easement Areas or to the environment; or

- (4) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or
- (5) which contains lead-based paint or other lead contamination, polychlorinated biphenyls ("PCBs") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or
- (6) which contains radon gas;
- (c) fuel or chemical storage tanks, energized electrical conductors or equipment, or natural gas transmission or distribution pipelines; and
- (d) other potentially hazardous substances, materials, products or conditions.

Grantee shall be solely responsible for the health and safety of, and shall take all necessary precautions to protect, its employees, contractors, consultants, agents and invitees, including, without limitation, the general public ("**Grantee's Representatives**") from risks of harm from Potential Environmental Hazards. Grantee acknowledges that it has previously evaluated the condition of the Easement Areas and all matters affecting the suitability of the Easement Areas for the uses permitted by this Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

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

(a) Construction of Improvements. Grantee agrees to construct and install, at no cost to PG&E, such facilities and improvements ("**Improvements**") as may be necessary and appropriate for Grantee's permitted use, as specified in Section 1. All such construction shall be performed in accordance with detailed plans and specifications ("**Plans**") previously approved by PG&E, and shall comply with all Legal Requirements, as defined below in Section 4(b). Before commencing construction of any Improvements, Grantee shall obtain all permits, authorizations or other approvals, at Grantee's sole cost and expense as may be necessary for such construction. Without limiting the generality of the foregoing, Grantee shall be responsible for complying with any and all applicable requirements of the National Environmental Policy Act ("**NEPA**") and the California Environmental Quality Act ("**CEQA**") and satisfying, at Grantee's sole expense, any and all mitigation measures under CEQA that may apply to Grantee's proposed occupancy and use of the Easement Areas, and to the construction, maintenance and use of Grantee's proposed Improvements and facilities. Grantee shall promptly notify PG&E of any and all proposed mitigation measures that may affect PG&E, the Easement Areas or PG&E's adjacent lands. If PG&E determines in good faith that any such mitigation measures may adversely affect PG&E, the Easement Areas or PG&E's adjacent lands, or impose limitations on PG&E's ability to use the Easement Areas or PG&E's adjacent lands as specified in Section 8, then PG&E shall have the right, without liability to Grantee, to give notice of termination of this Agreement to Grantee, whereupon this Agreement and the rights granted to Grantee shall terminate and revert in PG&E, unless within ten (10) days following delivery of such notice, Grantee gives notice to PG&E by which Grantee agrees to modify its proposed Project (as that term is defined under CEQA) so as to eliminate the necessity for such mitigation measures. In the event of such termination, PG&E and Grantee shall each be released from all obligations under this Agreement, except those which

expressly survive termination. Grantee acknowledges and agrees that PG&E's review of Grantee's Plans is solely for the purpose of protecting PG&E's interests, and shall not be deemed to create any liability of any kind on the part of PG&E, or to constitute a representation on the part of PG&E or any person consulted by PG&E in connection with such review that the Plans or the Improvements contemplated by such Plans are adequate or appropriate for any purpose, or comply with applicable Legal Requirements. Grantee shall not commence construction or installation of any Improvements without the prior written consent of PG&E, which consent shall not be unreasonably withheld, conditioned or delayed, and the prior consent, to the extent required by applicable law or regulation, of the California Public Utilities Commission (hereinafter, "CPUC");

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

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

(d) Non-Interference. Grantee agrees not to interfere in any way or permit any interference with the use of the Easement Areas or PG&E's adjacent lands by PG&E and other entitled persons. Interference shall include, but not be limited to, any activity by Grantee that places any of PG&E's gas or electric facilities in violation of any of the provisions of General Order Nos. 95 (Overhead Electric), 112E (Gas), and 128 (Underground Electric) of the CPUC or to any other Legal Requirements under which the operations of utility facilities are controlled or regulated. Grantee shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety; which minimum clearances are incorporated herein by reference; but in no event closer than ten (10) feet to any energized electric conductors or appliances. Grantee shall not drill, bore, or excavate within thirty (30) feet of any of PG&E's underground facilities, including, but not limited to, gas pipelines, valves, regulators, electric conduits, tower footings or foundations.

Grantee shall provide notice to Underground Service Alert at 1-800-227-2600 at least two (2) business days prior to commencing any drilling, boring or excavating permitted hereunder to assist Grantee with locating any and all underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits;

(e) Avoiding Dangerous Activities. Grantee agrees to conduct its activities and operations within and on the Easement Areas in such a manner so as not to endanger the Easement Areas or PG&E's adjacent lands, PG&E's utility facilities, the environment and human health and safety. Grantee shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon, produced, stored, used, discharged or disposed of on, or in the vicinity of the Easement Areas or PG&E's adjacent lands, except in compliance with all applicable Legal Requirements. Grantee shall be responsible for the cost of remediating any discharge or release of Hazardous Substances resulting from or arising in connection with Grantee's use of the Easement Areas, and shall immediately notify PG&E and the appropriate regulatory authorities where required by law, of any such release. If PG&E determines that Grantee's activities in any way endanger the Easement Areas or PG&E's adjacent lands, PG&E's utility facilities, the environment, or human health and safety, PG&E may, in PG&E's sole and absolute discretion, require that Grantee halt such activities until appropriate protective measures are taken to PG&E's satisfaction. Grantee shall hold PG&E harmless from any claims resulting from any delay under this paragraph. PG&E's right to halt activities under this paragraph shall not in any way affect or alter Grantee's insurance or indemnity obligations under this Agreement, nor shall it relieve Grantee from any of its obligations hereunder that pertain to health, safety, or the protection of the environment;

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

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

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

(i) PG&E Right to Cure. Grantee agrees that if Grantee fails to perform any act or other obligation on its part to be performed hereunder, and such failure is not remedied within fifteen (15) days following notice from PG&E (or in the case of an emergency, following such notice, if any, as may be reasonably practicable under the existing circumstances), PG&E may (but without obligation to do so, and without waiving or releasing Grantee from any of its obligations) perform any such act or satisfy such obligation, or otherwise remedy such emergency or such failure on the part of Grantee. All costs incurred by PG&E in responding to or remedying such failure by Grantee shall be payable by Grantee to PG&E on demand.

5. Indemnification; Release.

(a) Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries and affiliates, and their

respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "Indemnitee" and collectively, "Indemnitees") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "Claims"), which arise from or are in any way connected with the occupancy or use of the Easement Areas by Grantee or Grantee's Representatives, or the exercise by Grantee of its rights hereunder, or the performance of, or failure to perform, Grantee's duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of PG&E or Grantee (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Easement Areas or PG&E's adjacent lands); (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 or improvement constructed or installed at or on, labor performed on, or materials delivered to, or incorporated in any improvements constructed on, the Road and Public Utilities 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 Areas or PG&E's adjacent lands, or any of the activities of Grantee and Grantee's Representatives, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys' fees and disbursements and any fines and penalties imposed for the violation of Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above.

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

(d) Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless against claims, losses, costs (including, but not limited to, attorneys' fees and costs), liabilities and damages resulting from the failure of Grantee, or any of its contractors or subcontractors, to comply with the insurance requirements set forth in **EXHIBIT**

C, attached hereto and made a part hereof. If Grantee fails to so indemnify, protect, defend or hold harmless any Indemnitee, then at PG&E's option, this Agreement shall terminate, and the estate and interest herein granted to Grantee shall revert to and revest in PG&E, if such failure continues for five (5) days following the giving of written notice of termination to Grantee, unless within such time such failure is cured to the reasonable satisfaction of PG&E.

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

6. Additional Facilities. Grantee shall not install any additional facilities or improvements in, on, under or over the Road and Public Utilities 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 Road and Public Utilities Easement Area to PG&E for its written approval at the address specified in Section 12.

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

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

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

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

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

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

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

10. Compliance; Insurance. PG&E shall have a right to access and inspect the Easement Areas at any time to confirm Grantee's compliance with Legal Requirements and the provisions of this Agreement. Prior to the Effective Date of this Agreement, Grantee shall procure, and thereafter Grantee shall carry and maintain in effect at all times during the term of the Agreement, with respect to the Easement Areas and the use, occupancy and activities of Grantee and Grantee's Representatives on or about the Easement Areas, the insurance specified in **EXHIBIT C**, attached hereto and made a part hereof by this reference, provided that PG&E reserves the right to review and modify from time to time the coverages and limits of coverage required hereunder, as well as the deductibles and/or self-insurance retentions in effect from time to time (but PG&E agrees that it will not increase required coverage limits more often than once in any five-year period). All insurance required under this Agreement shall be effected under valid, enforceable policies issued by insurers of recognized responsibility, as reasonably determined by PG&E, and shall be written on forms and with insurance carriers acceptable to PG&E. For so long as Grantee is an agency or instrumentality of the United States of America, the State of California or any political subdivision thereof, then Grantee may elect to self-insure for any or all of the required coverage. If Grantee is permitted to self-insure hereunder and elects to do so, Grantee shall be liable to PG&E for the full equivalent of insurance coverage which would have been available to PG&E if all required insurance policies had been obtained by Grantee from a third party insurer, in the form required by this Agreement, and shall pay on behalf of or indemnify PG&E for all amounts which would have been payable by the third party insurer. In addition, Grantee shall act with the same promptness and subject to the same standards of good faith as would apply to a third party insurance company. Grantee is also responsible for causing its agents, contractors and subcontractors to comply with the insurance requirements of this Agreement at all relevant times (provided, however, that Grantee, in the exercise of its reasonable judgment, may permit contractors and subcontractors to maintain coverages and limits lower than those required of Grantee, provided the coverages and limits required by Grantee are commercially reasonable in light of applicable circumstances). Any policy of liability insurance required to be maintained hereunder by Grantee may be maintained under a so-called "blanket policy" insuring other locations and/or other persons, so long as PG&E is specifically named as an additional insured under such policy and the coverages and amounts of insurance required to be provided hereunder

are not thereby impaired or diminished. In addition, liability insurance coverages may be provided under single policies for the full limits, or by a combination of underlying policies with the balance provided by excess or umbrella liability insurance policies.

11. Mechanics' Liens. Grantee shall keep the Easement Areas or any larger parcel of property containing the Easement Areas free and clear of all mechanics', material suppliers' or similar liens, or claims thereof, arising or alleged to arise in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by Grantee or at its request or for its benefit. If any mechanics' liens are placed on the Easement Areas or any larger parcel of property containing the Easement Areas in connection with the activities or facilities set forth in this Agreement, Grantee shall promptly cause such liens to be released and removed from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 3143 or any successor statute.

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

If to PG&E:

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

With a copy to:

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

If to Grantee:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667
Attention: Kim Kerr
Interim Director – Department of Transportation

With a copy to:

County of El Dorado
Housing, Community and Economic Development Programs
3057 Briw Road, Suite A
Placerville, CA 95667
Attention: C. J. Freeland
Department Analyst

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

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

15. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns (subject to the provisions of Section 16). No assignment or delegation by Grantee, whether by operation of law or otherwise, shall relieve Grantee of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of PG&E hereunder shall run with the land.

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

17. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. A party shall be deemed to have

prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. Attorneys' fees shall include, without limitation, fees incurred in discovery, contempt proceedings and bankruptcy litigation, and in any appellate proceeding. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. The covenant in the preceding sentence is separate and several and shall survive the merger of this provision into any judgment on this Agreement. For purposes hereof, the reasonable fees of PG&E's in-house attorneys who perform services in connection with any such action shall be recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by PG&E's Law Department.

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

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

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

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

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

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

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

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

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

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

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

COUNTY OF EL DORADO,
a Political Subdivision of the State of
California

By: _____

By: Kimberly A Kerr

Name: _____

Name: Kimberly A. Kerr

Its: _____

Its: Acting Community Development Agency Director

Exhibits A, B, A-2, B-2 and C attached

Attach to LD 2109-09-0730
Area 6, Sacramento Valley Region, Sierra Division
Land Service Office: San Francisco
Operating Department: Electric Transmission
T9N, R9E, MDM
Sec 1, S2ofSE4
FERC License Number(s): NA
PG&E Drawing Number(s): 212670
PLAT NO.: Elec: J3818, J3819
LD of any affected documents: 2109-09-0138
LD of any Cross-referenced documents: NA
TYPE OF INTEREST: 11c
SBE Parcel Number: 135-09-040, Pcl 1
(For Quitclaims, % being quitclaimed): NA
Order # or PM #: 30908382 - 0050
JCN: 22-13-004
County: El Dorado
Utility Notice Numbers: NA
851 Approval Application No. _____ Decision _____
Prepared By: TEP
Checked By: DQT1

EXHIBIT A

ROAD AND PUBLIC UTILITIES EASEMENT

Being a portion of that certain real property described in Book 0727 of Official Records at Page 598, El Dorado County Records, lying in Section 1, Township 9 North, Range 9 East, Mount Diablo Base and Meridian, County of El Dorado, State of California, being more particularly described as follows:

BEGINNING at a found 3/4" iron pipe, stamped 4130 as shown on that certain map filed in Book 25 of Parcel Maps, at Page 32, El Dorado County Records, said pipe being at the southwest corner of Parcel A as shown on said Parcel Map; thence, along the south line of Parcels A and B of said Parcel Map, North 89°50'46" East 512.99 feet to the beginning of a non-tangent curve to the right, from which a radial line bears North 27°25'13" West, having a radius of 225.00 feet, a central angle of 27°15'59" and a chord bearing and distance of South 76°12'47" West 106.07 feet; thence, leaving said southerly line and along the arc of said curve, 107.07 feet; thence, South 89°50'46" West 293.06 feet to the beginning of a curve to the right, from which a radial line bears North 00°09'14" West, having a radius of 225.00 feet, a central angle of 14°08'12" and a chord bearing and distance of North 83°05'08" West 55.37 feet; thence, along the arc of said curve, 55.51 feet; thence, North 76°01'02" West 64.79 feet; thence, North 21°24'51" East 2.54 feet to the point of beginning.

Containing a total of 10,959 square feet, more or less.

The bearings contained herein are based upon the south property lines of Parcels A and B as shown upon the map filed for record in Book 25 of Parcel Maps at Page 32, El Dorado County Records.

See Exhibit "B" attached hereto and made a part hereof.



Ryan Vance

EXHIBIT A-2

TEMPORARY CONSTRUCTION EASEMENT

Being a portion of that certain real property described in Book 0727 of Official Records at Page 598, El Dorado County Records, lying in Section 1, Township 9 North, Range 9 East, Mount Diablo Base and Meridian, County of El Dorado, State of California, being more particularly described as follows:

BEGINNING at a found 3/4" iron pipe, stamped 4130 as shown on that certain map filed in Book 25 of Parcel Maps, at Page 32, El Dorado County Records, said pipe being at the southwest corner of Parcel A as shown on said Parcel Map; thence South 21°24'51" West 2.54 feet; thence, South 76°01'02" East 64.79 feet to the beginning of a curve to the left, having a radius of 225.00 feet, a central angle of 14°08'12" and a chord bearing and distance of South 83°05'08" West 55.37 feet; thence, along the arc of said curve, 55.51 feet; thence, North 89°50'46" East 115.81 feet to the **POINT OF BEGINNING** of this description; thence, North 89°50'46" East 136.35 feet to the beginning of a non-tangent curve to the left, from which a radial line bears North 10°32'16" West, having a radius of 1315.62 feet, a central angle of 00°56'02" and a chord bearing and distance of South 79°55'45" West 21.44 feet; thence, along the arc of said curve, 21.44 feet; thence, South 89°48'53" West 54.15 feet; thence, North 87°58'57" West 18.47 feet; thence, North 86°05'44" West 42.72 feet to the point of beginning.

Containing a total of 367 square feet, more or less.

The bearings contained herein are based upon the south property lines of Parcels A and B as shown upon the map filed for record in Book 25 of Parcel Maps at Page 32, El Dorado County Records.

See Exhibit "B-2" attached hereto and made a part hereof.



Ryan Vance

A.P.N. 090-430-37
PARCEL B
 CARDANINI
 DOC. 2004-0037209

A.P.N. 090-430-36
PARCEL A
 WARDLAW
 DOC. 2006-0081364

A.P.N. 090-440-25
 BROWN
 4771-492 O.R.

A.P.N. 090-430-35
PARCEL A
 GLOVER
 4425-139 O.R.

**ROAD AND PUBLIC
 UTILITIES EASEMENT**
 10,959 SF

PARCEL A

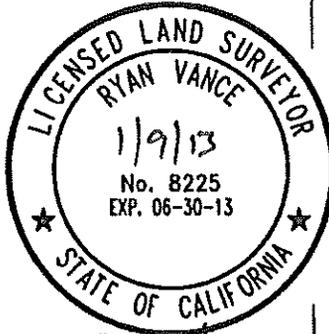
A.P.N. 090-430-23
 PACIFIC GAS &
 ELECTRIC
 0727-598 O.R.

25 - PM - 32

DOC. NO. 20120012721

A.P.N. 090-430-34
PARCEL B
 TETER FAMILY
 DOC. 2010-0042643

A.P.N. 090-430-33
 ROBERT J. ARGROVES, TR.
 DOC. 2012-0011405



0 40 80



SCALE: 1" = 80'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CH BEARING
C1	27°15'59"	225.00'	107.07'	106.07'	S76°12'47"W
C2	14°08'12"	225.00'	55.51'	55.37'	N83°05'08"W

A.P.N. 090-440-50
 SAC PLACERVILLE TRANS CORR
 4764-134 O.R.

R.R. TRACKS - ABANDONED



Startec Consulting Services Inc.
 1018 12th Street
 Modesto, CA U.S.A.
 95354
 Tel. 209.521.8988
 Fax. 209.521.9045
 www.startec.com

V:\1847\active\184710177\dwg\plots\RW-PG&E plot.dwg R Vance 1/9/13 10:49

PACIFIC GAS AND ELECTRIC CO.
SECTION 1, T.9 N., R.9 E., M.D.B. & M.
 SINGLE SPRINGS, EL DORADO COUNTY, STATE OF CALIFORNIA

**ROAD AND PUBLIC
 UTILITIES EASEMENT**
 APN 090-430-23

NM OCT 2012

EXHIBIT
 NO.

B

A.P.N. 090-430-37
PARCEL B
 CARDANINI
 DOC. 2004-0037209

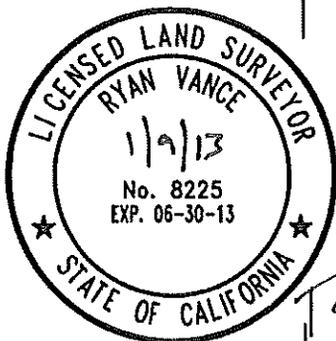
A.P.N. 090-430-36
PARCEL A
 WARDLAW
 DOC. 2006-0081364

A.P.N. 090-440-25
BROWN
 4771-492 O.R.

A.P.N. 090-430-35
PARCEL A
 GLOVER
 4425-139 O.R.

A.P.N. 090-430-23
**PACIFIC GAS &
 ELECTRIC**
 0727-598 O.R.

A.P.N. 090-430-34
PARCEL B
 TETER FAMILY
 DOC. 2010-0042643



R. Vance

A.P.N. 090-440-50
SAC PLACERVILLE TRANS CORR
 4764-134 O.R.

R.R. TRACKS - ABANDONED

LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°50'46"E	136.35'
L2	S89°48'53"W	54.15'
L3	N87°58'57"W	18.47'
L4	N86°05'44"W	42.72'

NO.	DELTA	RADIUS	LENGTH	CHORD	CH BEARING
C1	14°08'12"	225.00'	55.51'	55.37'	S83°05'08"W
C2	00°56'02"	1315.62'	21.44'	21.44'	S79°55'45"W



0 40 80



SCALE: 1" = 80'



Startec

Startec Consulting Services Inc.
 1018 12th Street
 Modesto, CA U.S.A.
 95354
 Tel: 209 521 8286
 Fax: 209 521 9045
 www.startec.com

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NM

JUNE 2012

PACIFIC GAS AND ELECTRIC CO.
SECTION 1, T.9 N., R.9 E., M.D.B. & M.
 SINGLE SPRINGS, EL DORADO COUNTY, STATE OF CALIFORNIA

**TEMPORARY CONSTRUCTION
 EASEMENT**
 APN 090-430-23

EXHIBIT
 NO.

B-2

EXHIBIT C

INSURANCE REQUIREMENTS

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

A. Workers' Compensation and Employers' Liability

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

B. Commercial General Liability

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

C. Business Auto

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

D. Additional Insurance Provisions

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

Pacific Gas and Electric Company
Insurance Department
245 Market Street, Mail Code N4S
San Francisco, California 94105

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of EL DORADO

On MAY 16, 2013 before me, DORI FLOYD, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

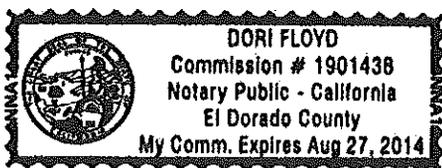
personally appeared KIMBERLY A. KERR
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: EASEMENT AGREEMENT (ROAD AND PUBLIC UTILITIES EMT)

Document Date: MAY 16, 2013 Number of Pages: 23

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

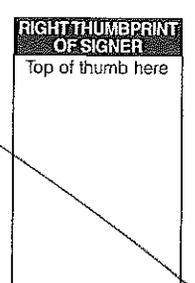
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: ACTING DIRECTOR



Signer Is Representing: COUNTY OF EL DORADO COMMUNITY DEVELOPMENT AGENCY

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Attachment 2

Legal Description and Drawing of Easement Area

EXHIBIT A

ROAD AND PUBLIC UTILITIES EASEMENT

Being a portion of that certain real property described in Book 0727 of Official Records at Page 598, El Dorado County Records, lying in Section 1, Township 9 North, Range 9 East, Mount Diablo Base and Meridian, County of El Dorado, State of California, being more particularly described as follows:

BEGINNING at a found 3/4" iron pipe, stamped 4130 as shown on that certain map filed in Book 25 of Parcel Maps, at Page 32, El Dorado County Records, said pipe being at the southwest corner of Parcel A as shown on said Parcel Map; thence, along the south line of Parcels A and B of said Parcel Map, North 89°50'46" East 512.99 feet to the beginning of a non-tangent curve to the right, from which a radial line bears North 27°25'13" West, having a radius of 225.00 feet, a central angle of 27°15'59" and a chord bearing and distance of South 76°12'47" West 106.07 feet; thence, leaving said southerly line and along the arc of said curve, 107.07 feet; thence, South 89°50'46" West 293.06 feet to the beginning of a curve to the right, from which a radial line bears North 00°09'14" West, having a radius of 225.00 feet, a central angle of 14°08'12" and a chord bearing and distance of North 83°05'08" West 55.37 feet; thence, along the arc of said curve, 55.51 feet; thence, North 76°01'02" West 64.79 feet; thence, North 21°24'51" East 2.54 feet to the point of beginning.

Containing a total of 10,959 square feet, more or less.

The bearings contained herein are based upon the south property lines of Parcels A and B as shown upon the map filed for record in Book 25 of Parcel Maps at Page 32, El Dorado County Records.

See Exhibit "B" attached hereto and made a part hereof.



A.P.N. 090-430-37
PARCEL B
 CARDANINI
 DOC. 2004-0037209

PM 35-63

A.P.N. 090-430-36
PARCEL A
 WARDLAW
 DOC. 2006-0081364

N21°24'51"E
 2.54'

POINT OF BEGINNING

N76°01'02"W
 64.79'

A.P.N. 090-440-25
 BROWN
 4771-492 O.R.

A.P.N. 090-430-35
PARCEL A
 GLOVER
 4425-139 O.R.

ROAD AND PUBLIC UTILITIES EASEMENT
 10,959 SF

PARCEL A

PM 14-150

A.P.N. 090-430-23
 PACIFIC GAS &
 ELECTRIC
 0727-598 O.R.

25 - PM - 32

DOC. NO. 20120012721

A.P.N. 090-430-34
PARCEL B
 TETER FAMILY
 DOC. 2010-0042643

A.P.N. 090-430-33
 ROBERT J. ARGROVES, TR.
 DOC. 2012-0011405

FD 3/4" CIP
 STAMPED LS 4130
 25-PM-32



0 40 80



SCALE: 1" = 80'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CH BEARING
C1	27°15'59"	225.00'	107.07'	106.07'	S76°12'47"W
C2	14°08'12"	225.00'	55.51'	55.37'	N83°05'08"W

FD 3/4" CIP
 STAMPED LS 4130
 25-PM-32

A.P.N. 090-440-50
 SAC PLACERVILLE TRANS CORR
 4764-134 O.R.

R.R. TRACKS - ABANDONED



Stantec Consulting Services Inc.
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 Fax: 209.521.9045
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OCT 2012

PACIFIC GAS AND ELECTRIC CO.
SECTION 1, T.9 N., R.9 E., M.D.B. & M.
 SHINGLE SPRINGS, EL DORADO COUNTY, STATE OF CALIFORNIA

ROAD AND PUBLIC UTILITIES EASEMENT
 APN 090-430-23

EXHIBIT NO.
B

EXHIBIT A-2

TEMPORARY CONSTRUCTION EASEMENT

Being a portion of that certain real property described in Book 0727 of Official Records at Page 598, El Dorado County Records, lying in Section 1, Township 9 North, Range 9 East, Mount Diablo Base and Meridian, County of El Dorado, State of California, being more particularly described as follows:

BEGINNING at a found 3/4" iron pipe, stamped 4130 as shown on that certain map filed in Book 25 of Parcel Maps, at Page 32, El Dorado County Records, said pipe being at the southwest corner of Parcel A as shown on said Parcel Map; thence South 21°24'51" West 2.54 feet; thence, South 76°01'02" East 64.79 feet to the beginning of a curve to the left, having a radius of 225.00 feet, a central angle of 14°08'12" and a chord bearing and distance of South 83°05'08" West 55.37 feet; thence, along the arc of said curve, 55.51 feet; thence, North 89°50'46" East 115.81 feet to the **POINT OF BEGINNING** of this description; thence, North 89°50'46" East 136.35 feet to the beginning of a non-tangent curve to the left, from which a radial line bears North 10°32'16" West, having a radius of 1315.62 feet, a central angle of 00°56'02" and a chord bearing and distance of South 79°55'45" West 21.44 feet; thence, along the arc of said curve, 21.44 feet; thence, South 89°48'53" West 54.15 feet; thence, North 87°58'57" West 18.47 feet; thence, North 86°05'44" West 42.72 feet to the point of beginning.

Containing a total of 367 square feet, more or less.

The bearings contained herein are based upon the south property lines of Parcels A and B as shown upon the map filed for record in Book 25 of Parcel Maps at Page 32, El Dorado County Records.

See Exhibit "B-2" attached hereto and made a part hereof.



Ryan Vance

A.P.N. 090-430-37
PARCEL B
 CARDANINI
 DOC. 2004-0037209

PM 35-63

A.P.N. 090-430-36
PARCEL A
 WARDLAW
 DOC. 2006-0081364

S21°24'51"W
 2.54'

POINT OF COMMENCEMENT

S076°01'02"E
 64.79'

A.P.N. 090-440-25
 BROWN
 4771-492 O.R.

A.P.N. 090-430-35
PARCEL A
 GLOVER
 4425-139 O.R.

POINT OF BEGINNING

C1
 N89°50'46"E
 115.81'

PARCEL A

PM 14-150

TEMPORARY CONSTRUCTION EASEMENT
 367 SF

25 - PM - 32

A.P.N. 090-430-34
PARCEL B
 TETER FAMILY
 DOC. 2010-0042643

A.P.N. 090-430-23
 PACIFIC GAS & ELECTRIC
 0727-598 O.R.

FD 3/4" CIP
 STAMPED LS 4130
 25-PM-32

A.P.N. 090-430-33
 ROBERT J. ARGROVES, TR.
 DOC. 2012-0011405

N 89°50'46" E 599.87'
 BASIS OF BEARINGS

PARCEL B



0 40 80

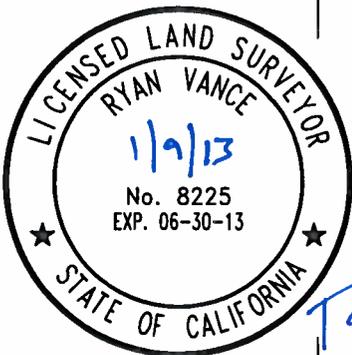


SCALE: 1" = 80'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°50'46"E	136.35'
L2	S89°48'53"W	54.15'
L3	N87°58'57"W	18.47'
L4	N86°05'44"W	42.72'

NO.	DELTA	RADIUS	LENGTH	CHORD	CH BEARING
C1	14°08'12"	225.00'	55.51'	55.37'	S83°05'08"W
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R. Vance

A.P.N. 090-440-50
 SAC PLACERVILLE TRANS CORR
 4764-134 O.R.

FD 3/4" CIP
 STAMPED LS 4130
 25-PM-32

R.R. TRACKS - ABANDONED



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NM

JUNE 2012

PACIFIC GAS AND ELECTRIC CO.
SECTION 1, T.9 N., R.9 E., M.D.B. & M.
 SHINGLE SPRINGS, EL. DORADO COUNTY, STATE OF CALIFORNIA

TEMPORARY CONSTRUCTION EASEMENT
APN 090-430-23

EXHIBIT NO.
B-2

Attachment 4

Negative Declaration

NEGATIVE DECLARATION

FILE: SA09-1231

PROJECT NAME: Pacific Gas & Electric Road and Public Utility Easement Acquisition & Temporary Use

NAME OF APPLICANT: El Dorado County

ASSESSOR'S PARCEL NO.: 090-430-23

SECTION: 1 T: 9N R: 9E

LOCATION: On the southeast corner of the intersection of Sunset Lane and Becken Lane in the Shingle Springs area, in El Dorado County.

GENERAL PLAN AMENDMENT: **FROM:** **TO:**

REZONING: **FROM:**

TENTATIVE PARCEL MAP **SUBDIVISION**
SUBDIVISION (NAME):

Request to acquire a 10,959 square foot portion of the parcel for a road and utility easement, and a 367 square-foot portion for a temporary construction easement. The acquisition would allow the construction of a 28 foot wide road approximately 460 feet long that would provide secondary access to the 40 unit Mercy Housing project approved by the County on March 21, 2011 and is required pursuant to Condition 16 of DR11-0001-S.

REASONS THE PROJECT WILL NOT HAVE A SIGNIFICANT ENVIRONMENTAL IMPACT:

NO SIGNIFICANT ENVIRONMENTAL CONCERNS WERE IDENTIFIED DURING THE INITIAL STUDY.

MITIGATION HAS BEEN IDENTIFIED WHICH WOULD REDUCE POTENTIALLY SIGNIFICANT IMPACTS.

OTHER:

In accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), State Guidelines, and El Dorado County Guidelines for the Implementation of CEQA, the County Environmental Agent analyzed the project and determined that the project will not have a significant impact on the environment. Based on this finding, the Planning Department hereby prepares this **NEGATIVE DECLARATION**. A period of twenty (20) days from the date of filing this negative declaration will be provided to enable public review of the project specifications and this document prior to action on the project by COUNTY OF EL DORADO. A copy of the project specifications is on file at the County of El Dorado Planning Services, 2850 Fairlane Court, Placerville, CA 95667.

This Negative Declaration was adopted by the Board of Supervisors on _____.

Executive Secretary



**EL DORADO COUNTY PLANNING SERVICES
2850 FAIRLANE COURT
PLACERVILLE, CA 95667**

**INITIAL STUDY
ENVIRONMENTAL CHECKLIST**

Project Title: SA09-1231 Pacific Gas & Electric Road and Public Utility Easement Acquisition & Temporary Use

Lead Agency Name and Address: El Dorado County, 2850 Fairlane Court, Placerville, CA 95667

Contact Person: Tom Dougherty

Phone Number: (530) 621-5355

Applicant's Name and Address: El Dorado County, 2850 Fairlane Court, Placerville, CA 95667

Project Location: On the southeast corner of the intersection of Sunset Lane and Becken Lane in the Shingle Springs area.

Assessor's Parcel Number: 090-430-23 **Acres:** 1.00 acres

Sections: 1 **T:** 9N **R:** 9E

General Plan Designation: Multifamily Residential (MFR)

Zoning: One-Acre Residential (R1A)

Description of Project: Request to acquire a 10,959 square foot portion of the parcel for a road and utility easement, and a 367 square-foot portion for a temporary construction easement. The acquisition would allow the construction of a 28 foot wide road approximately 460 feet long that would provide secondary access to the 40 unit Mercy Housing project approved by the County on March 21, 2011 and is required pursuant to Condition 16 of DR11-0001-S.

Surrounding Land Uses and Setting:

	Zoning	General Plan	Land Use/Improvements
Site	R1A	MFR	Off-site parking lot, electrical transmission line, telecommunications tower.
North	RM	MFR	Multifamily residential/Apartment buildings
South	R1A	MDR	Residential/Single-family residence
East	R1A	MDR	Sacramento-Placerville Transportation Corridor/El Dorado Trail
West	C	C	Commercial/Retail businesses.

Briefly describe the environmental setting: The project site varies in elevation from approximately 1,500 feet at Sunset Lane to 1,480 feet at the eastern boundary near the railroad tracks, above mean sea level. Vegetation is dominated by annual grassland and a graveled parking lot in the western portion. Approximately 1/3rd of the eastern portion of the project area is covered by tree canopy. The parcel is a PG&E utility easement parcel containing electrical transmission lines, a parking lot, with a cellular facility atop one of the poles with the ground support equipment located within a fenced enclosure. The Sacramento-Placerville Transportation Corridor/El Dorado Trail adjoins the parcel at the eastern project area boundary.

Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement)

1. Department of Transportation
2. Pacific Gas & Electric
3. Public Utilities Commission

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Agriculture and Forestry Resources		Air Quality
	Biological Resources		Cultural Resources		Geology / Soils
	Greenhouse Gas Emissions		Hazards & Hazardous Materials		Hydrology / Water Quality
	Land Use / Planning		Mineral Resources		Noise
	Population / Housing		Public Services		Recreation
	Transportation/Traffic		Utilities / Service Systems		

DETERMINATION

On the basis of this initial evaluation:

- I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared.
- I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.
- I find that the proposed project **MAY** have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect: 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards; and 2) has been addressed by Mitigation Measures based on the earlier analysis as described in attached sheets. An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects: a) have been analyzed adequately in an earlier EIR or **NEGATIVE DECLARATION**, pursuant to applicable standards; and b) have been avoided or mitigated pursuant to that earlier EIR or **NEGATIVE DECLARATION**, including revisions or Mitigation Measures that are imposed upon the proposed project, nothing further is required.

Signature: Tom Dougherty Date: 11-1-12
 Printed Name: Tom Dougherty, Project Planner For: El Dorado County

Signature: Roger Trout Date: 11-1-12
 Printed Name: Roger Trout, Development Services Director For: El Dorado County

PROJECT DESCRIPTION

Introduction

This Initial Study has been prepared in accordance with the California Environmental Quality Act (CEQA) to evaluate the potential environmental impacts resulting from the acquisition of portion of an existing road and public utility easement.

Project Description

Request to acquire a 10,959 square foot portion of the parcel for a road and utility easement, and a 367square-foot portion for a temporary construction easement. The acquisition would allow the construction of a 28 foot wide road approximately 460 feet long that would provide secondary access to the 40 unit Mercy Housing project approved by the County on March 21, 2011 and is required pursuant to Condition 16 of DR11-0001-S.

Project Location and Surrounding Land Uses

The one-acre site is located on the southeast corner of the intersection of Sunset Lane and Becken Lane in the Shingle Springs area, and is located within a Shingle Springs Community Region Planning Concept Area. The surrounding land uses include a multi-family residential, affordable apartment housing project to the north, commercial to the west, vacant multifamily residential land to the east, and vacant single family residential land to the south.

Project Characteristics

1. Transportation/Circulation/Parking

The primary access to the site is from one direct encroachment of Becken Lane onto Sunset Lane. The El Dorado County Fire Protection District (Fire District) and the El Dorado County Department of Transportation (DOT) had reviewed the proposed on-site and off-site access and circulation proposed for the Sunset Lane Apartment project (DR11-0001-S) project approved for APN 090-430-62 adjoining to the north. That project was conditioned to provide a 50-foot total Right-of-Way (25-foot half width) along proposed roadway frontage along Becken Lane and to construct a 28-foot wide paved roadway with Type 2 vertical curb and gutter and a 6-foot sidewalk in accordance with Design Standard Plan 101B.

The Fire District found the proposed driveway and road circulation plans to be adequate for safe emergency ingress/egress and access width and surfacing. DOT had approved conditions to assure the encroachments onto Becken Lane from the project would be constructed to County standards for size, line-of-sight, turn-lane safety, and surfacing. The acquisition of the 10,959 square foot portion of the project parcel for a road and utility easement, and a 367square-foot portion for a temporary construction easement are necessary to make those improvements for the DR11-0001-S project as well as to eventually provide secondary access for Becken Lane to French Creek Road to the west.

The road construction allowed by the road and utility easement acquisition would only involve the portion of Becken Lane need currently for the DR11-0001-S project and a road barricade is required to be installed at the east end of those required improvements approximately 460 feet east from Sunset Lane. The remainder of the secondary road access to French Creek Road would be constructed at a later date.

2. Utilities and Infrastructure

There are existing electrical transmission lines and a telecommunications facility within the parcel. El Dorado Irrigation District domestic water service is available at the site. The project would not require utilization of these utilities because it concerns the acquisition of a portion of an existing road and utility easement.

3. Population

The project will not add to the population in the vicinity.

4. Construction Considerations

Construction of the project would consist of grading, paving, drainage facilities, and pavement surfacing of a 28-foot wide road surface. The project applicant would be required to obtain permits for grading from the Department of Transportation, and an approved Dust Mitigation Plan from the Air Quality Management District.

Project Schedule and Approvals

This Initial Study is being circulated for public and agency review for a 30-day period. Written comments on the Initial Study should be submitted to the project planner indicated in the Summary section, above.

Following the close of the written comment period, the Initial Study will be considered by the Lead Agency in a public meeting and will be certified if it is determined to be in compliance with CEQA. The Lead Agency will also determine whether to approve the project.

EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is a fair argument that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4. "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of Mitigation Measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the Mitigation Measures, and briefly explain how they reduce the effect to a less than significant level.
5. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7. Supporting Information Sources: A source list should be attached, and other sources used, or individuals contacted should be cited in the discussion.
8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
9. The explanation of each issue should identify:
 - a. the significance criteria or threshold, if any, used to evaluate each question; and
 - b. the mitigation measure identified, if any, to reduce the impact to less than significant.

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporation	Less Than Significant Impact	No Impact
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ENVIRONMENTAL IMPACTS

I. AESTHETICS. <i>Would the project:</i>				
a. Have a substantial adverse effect on a scenic vista?				X
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c. Substantially degrade the existing visual character quality of the site and its surroundings?				X
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				X

Discussion: A substantial adverse effect to Visual Resources would result in the introduction of physical features that are not characteristic of the surrounding development, substantially change the natural landscape, or obstruct an identified public scenic vista.

- a. **Scenic Vista:** The project site and vicinity is not identified by the County as a scenic view or resource (El Dorado County Planning Services, El Dorado County General Plan Draft EIR (SCH #2001082030), May 2003, Exhibit 5.3-1 and Table 5.3-1). There would be no impacts.
- b. **Scenic Resources:** The project site is not located near any roadway that is classified as a State Scenic Highway (California Department of Transportation, California Scenic Highway Program, Officially Designated State Scenic Highways, (http://www.dot.ca.gov/hq/LandArch/scenic_highways/scenic_hwy.htm)). There are no trees or historic buildings found at the project site. There would be no impacts.
- c. **Visual Character:** The proposed project would not degrade the visual character or quality of the site and its surroundings because it is an existing road and utility easement that is graded flat and graveled. There would be no impacts.
- d. **Light and Glare:** The acquisition of the easement would not introduce new lighting. There would be no impacts.

FINDING: For the “Aesthetics” category, the thresholds of significance have not been exceeded. No significant environmental impacts would result from the project and no mitigation is required.

II. AGRICULTURE AND FOREST RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by California Department of forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forrest Protocols adopted by the California Air Resources Board. Would the project:

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a. Convert Prime Farmland, Unique Farmland, Farmland of Statewide Importance, or Locally Important Farmland (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b. Conflict with existing zoning for agricultural use, or a Williamson Act Contract?				X
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				X
d. Result in the loss of forest land or conversion of forest land to non-forest use?				X
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

Discussion: A substantial adverse effect to Agricultural Resources would occur if:

- There is a conversion of choice agricultural land to nonagricultural use, or impairment of the agricultural productivity of agricultural land;
 - The amount of agricultural land in the County is substantially reduced; or
 - Agricultural uses are subjected to impacts from adjacent incompatible land uses.
- a. **Farmland Mapping and Monitoring Program:** Review of the Important Farmland GIS map layer for El Dorado County developed under the Farmland Mapping and Monitoring Program indicates that the project site contains RfC (Rescue very stony sandy loam, 3-15 percent slopes), and some AxD (Auburn very rocky silt loam, 2-30 percent slopes) adjacent to the eastern boundary. Neither types are classified as unique and soils of local importance or as statewide important farmland or prime farmland. Review of the General Plan Land Use Map for the project area indicates that the project site is designated as Multifamily Residential (MFR) and is not located within or adjacent to lands designated with the Agricultural Districts (A) General Plan Land Use Overlay. There would be no impacts.
 - b. **Williamson Act Contract:** The property is not located within a Williamson Act Contract and the project would not conflict with existing zoning for agricultural use, and would not affect any properties under a Williamson Act Contract. There would be no impact.
 - c. **Conflicts with Zoning for Forest/timber Lands:** No conversion of timber or forest lands would occur as a result of the project. There would be no impact.
 - d. **Loss of Forest land or Conversion of Forest land:** Neither the General Plan nor the Zoning Ordinance designate the site as an important Timberland Preserve Zone and the underlying soil types are not those known to support timber production. There would be no impact.
 - e. **Conversion of Prime Farmland or Forest Land:** The project would not result in conversion of existing lands designated by the General Plan and zoned for agricultural uses. There would be no impact.

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FINDING: This project would have no impact on agricultural lands, would not convert agricultural lands to non-agricultural uses, and would not affect properties subject to a Williamson Act Contract. For this “Agriculture” category, there would be no impacts.

III. AIR QUALITY. <i>Would the project:</i>				
a. Conflict with or obstruct implementation of the applicable air quality plan?			X	
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			X	
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			X	
d. Expose sensitive receptors to substantial pollutant concentrations?				X
e. Create objectionable odors affecting a substantial number of people?				X

Discussion: A substantial adverse effect on Air Quality would occur if:

- Emissions of ROG and No_x, will result in construction or operation emissions greater than 82lbs/day (See Table 5.2, of the El Dorado County Air Pollution Control District – CEQA Guide);
 - Emissions of PM₁₀, CO, SO₂ and No_x, as a result of construction or operation emissions, will result in ambient pollutant concentrations in excess of the applicable National or State Ambient Air Quality Standard (AAQS). Special standards for ozone, CO, and visibility apply in the Lake Tahoe Air Basin portion of the County; or
 - Emissions of toxic air contaminants cause cancer risk greater than 1 in 1 million (10 in 1 million if best available control technology for toxics is used) or a non-cancer Hazard Index greater than 1. In addition, the project must demonstrate compliance with all applicable District, State and U.S. EPA regulations governing toxic and hazardous emissions.
- a. **Air Quality Plan:** El Dorado County has adopted the *Rules and Regulations of the El Dorado County Air Pollution Control District*, (February 15, 2000), establishing rules and standards for the reduction of stationary source air pollutants (ROG/VOC, NO_x, and O₃). Any activities associated with the grading and construction of this project would pose a less than significant impact on air quality because the El Dorado County Air Quality Management District (AQMD) would require that the project implement a Fugitive Dust Plan during grading and construction activities. Such a plan would address grading measures and operation of equipment to minimize and reduce the level of defined particulate matter exposure and/or emissions below a level of significance.
- b. **Air Quality Standards:** The project would create air quality impacts which may contribute to an existing or projected air quality violation during construction. Construction activities, project related include grading and site improvements for roadway expansion and surfacing. These activities are typically intermittent and for short time frames in days. Construction related activities would generate PM₁₀ dust emissions that would exceed either the state or federal ambient air quality standards for PM₁₀. The AQMD reviewed the project plans for construction of the roadway for the DR11-0001 apartment project and determined that with the implementation of standard County

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measures, including requiring a Fugitive Dust Plan during grading and construction activities, the project would have a less than significant impact on the air quality.

Operational air quality impacts would be minor, and would cause an insignificant contribution to existing or projected air quality violations. Source emissions would be from vehicle trip emissions. Those effects would be typical of similar road construction projects. Impacts would be less than significant as measured with current air quality standards.

- c. **Cumulative Impacts:** There would be intermittent and short-term impacts from the construction of the roadway from construction equipment exhaust. Those impacts would be less than significant.
- d. **Sensitive Receptors:** No sensitive receptors were identified in the area that would be exposed to substantial pollutant concentrations. There would be no impacts.
- e. **Objectionable Odors:** The proposed project would not be anticipated to create significant levels of odors as measured with current standards. There would be no impacts

FINDING: The proposed project would not significantly affect the implementation of regional air quality regulations or management plans. The project would result in increased emissions due to construction and operation; however existing regulations would reduce these impacts to a less-than-significant level. The proposed project would not cause substantial adverse effects to air quality, nor exceed established significance thresholds for air quality impacts.

IV. BIOLOGICAL RESOURCES. <i>Would the project:</i>				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

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Discussion: A substantial adverse effect on Biological Resources would occur if the implementation of the project would:

- Substantially reduce or diminish habitat for native fish, wildlife or plants;
- Cause a fish or wildlife population to drop below self-sustaining levels;
- Threaten to eliminate a native plant or animal community;
- Reduce the number or restrict the range of a rare or endangered plant or animal;
- Substantially affect a rare or endangered species of animal or plant or the habitat of the species; or
- Interfere substantially with the movement of any resident or migratory fish or wildlife species.

- a. **Special Status Species:** The project would allow construction of a 28-foot wide roadway in an area that is graded flat, graveled and is devoid of vegetation. The road surface improvements would not enter the portion of the parcel covered with tree and shrub vegetation. There would be no impacts.
- b-c. **Riparian Habitat, Wetlands:** The proposed development area would not impact a habitat considered to be a sensitive habitat or wetland because there is no vegetation existing within the road construction area. There would be no impacts.
- d. **Migration Corridors:** The project would allow construction of a 28-foot wide roadway in an area that is graded flat, graveled and is devoid of vegetation. The road surface improvements would not enter the portion of the parcel covered with tree and shrub vegetation. There would be no impacts.
- e. **Local Policies:** The project would allow construction of a 28-foot wide roadway in an area that is graded flat, graveled, and is devoid of vegetation. The road surface improvements would not enter the portion of the parcel covered with tree and shrub vegetation. There would be no impacts.
- f. **Adopted Plans:** This project, as designed, would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. There would be no impacts.

FINDING: For the “Biological Resources” category, the thresholds of significance have not been exceeded and no significant environmental impacts would result from the project.

V. CULTURAL RESOURCES. <i>Would the project:</i>			
a. Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?			X
b. Cause a substantial adverse change in the significance of archaeological resource pursuant to Section 15064.5?			X
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X
d. Disturb any human remains, including those interred outside of formal cemeteries?			X

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Discussion: In general, significant impacts are those that diminish the integrity, research potential, or other characteristics that make a historical or cultural resource significant or important. A substantial adverse effect on Cultural Resources would occur if the implementation of the project would:

- Disrupt, alter, or adversely affect a prehistoric or historic archaeological site or a property or historic or cultural significant to a community or ethnic or social group; or a paleontological site except as a part of a scientific study;
- Affect a landmark of cultural/historical importance;
- Conflict with established recreational, educational, religious or scientific uses of the area; or
- Conflict with adopted environmental plans and goals of the community where it is located.

a. **Historic Resources:** The Cultural Resources Study prepared by Historic Resource Associates, dated December 2008 studied the project area and reported that no significant prehistoric or historic archaeological sites, features, or artifacts were found. In the event sub-surface historical, cultural, or archeological sites or materials are disturbed during earth disturbances and grading activities on the site, standard conditions of approval are included in the conditions of approval for the road construction, to reduce impacts to a less than significant level.

b-c. **Archaeological Resource, Paleontological Resource:** According to the submitted Cultural Resources Study, no significant prehistoric or historic archaeological sites, features, or artifacts were found and the project site does not contain any known paleontological sites or known fossil strata/locales. In the event sub-surface historical, cultural, or archeological sites or materials are disturbed during earth disturbances and grading activities on the site, standard Conditions of Approval would be included to reduce impacts to a less than significant level.

d. **Human Remains:** There is a small likelihood of human remain discovery on the project site. During all grading activities, standard Conditions of Approval would be required that address accidental discovery of human remains. Impacts would be less than significant.

FINDING: No significant cultural resources were identified on the project site. Standard conditions of approval are required with requirements for accidental discovery during project construction. This project would have a less than significant impact within the Cultural Resources category.

VI. GEOLOGY AND SOILS. <i>Would the project:</i>			
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:			
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.		X	
ii) Strong seismic ground shaking?		X	
iii) Seismic-related ground failure, including liquefaction?		X	
iv) Landslides?		X	
b. Result in substantial soil erosion or the loss of topsoil?		X	
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site			X

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VI. GEOLOGY AND SOILS. <i>Would the project:</i>			
landslide, lateral spreading, subsidence, liquefaction or collapse?			
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994) creating substantial risks to life or property?			X
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?			X

Discussion: A substantial adverse effect on Geologic Resources would occur if the implementation of the project would:

- Allow substantial development of structures or features in areas susceptible to seismically induced hazards such as groundshaking, liquefaction, seiche, and/or slope failure where the risk to people and property resulting from earthquakes could not be reduced through engineering and construction measures in accordance with regulations, codes, and professional standards;
- Allow substantial development in areas subject to landslides, slope failure, erosion, subsidence, settlement, and/or expansive soils where the risk to people and property resulting from such geologic hazards could not be reduced through engineering and construction measures in accordance with regulations, codes, and professional standards; or
- Allow substantial grading and construction activities in areas of known soil instability, steep slopes, or shallow depth to bedrock where such activities could result in accelerated erosion and sedimentation or exposure of people, property, and/or wildlife to hazardous conditions (e.g., blasting) that could not be mitigated through engineering and construction measures in accordance with regulations, codes, and professional standards.

a. **Seismic Hazards:**

- i) According to the California Department of Conservation, Division of Mines and Geology, there are no Alquist-Priolo fault zones within El Dorado County. The nearest such faults are located in Alpine and Butte Counties. There would be no impact.
- ii) There potential for seismic ground shaking in the project area would be considered less than significant. Any potential impacts due to seismic impacts to the road construction would be addressed through compliance with the Design Improvement standards Manual. Impacts would be less than significant.
- iii) El Dorado County is considered an area with low potential for seismic activity. There are no potential areas for liquefaction within the road easement. There would be no impacts.
- iv) The project area is graded flat, devoid of vegetation, and is currently graveled. There would be no impacts.

- b. **Soil Erosion:** All grading activities exceeding 250 cubic yards of graded material or grading completed for the purpose of supporting a structure must meet the provisions contained in the *County of El Dorado - Grading, Erosion, and Sediment Control Ordinance* Adopted by the County of El Dorado Board of Supervisors, August 10, 2010 (Ordinance #4949). All grading activities onsite would comply with the El Dorado County Grading, Erosion Control and Sediment Ordinance including the implementation of pre- and post-construction Best Management Practices (BMPs). The implemented BMPs are required to be consistent with the County's California Stormwater Pollution Prevention Plan issued by the State Water Resources Control Board to eliminate run-off and erosion and

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sediment controls. Implementation of these BMPs would reduce potential significant impacts of soil erosion or the loss of topsoil to a less than significant level.

- c-d. **Geologic Hazards, Expansive Soils:** There are no excessively steep slopes on the surrounding parcels entering into the road easement area. The site would not be subject to off-site landslide, lateral spreading, subsidence, liquefaction or collapse, nor does it have expansive soils. There would be no impacts.
- e. **Septic Capability:** The project is for road easement acquisition which would allow road construction. There would be no impact.

FINDING: All grading activities would be required to comply with the El Dorado County Grading, Erosion Control and Sediment Ordinance which would address potential impacts related to soil erosion, landslides and other geologic impacts. For this 'Geology and Soils' category impacts would be less than significant.

VII. GREENHOUSE GAS EMISSIONS. <i>Would the project:</i>			
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X

- a. **Generate Greenhouse Gas Emissions:** The project could result in the generation of green house gasses, which could contribute to global climate change. However, the amount of greenhouse gases generated by the project construction vehicles would be negligible compared to global emissions or emissions in the County, so the project would not substantially contribute cumulatively to global climate change. These measures are included as standard grading permit requirements and would reduce impacts to a level of less than significant.
- b. **Conflict with Policy:** The project would result in the generation of green house gasses, which could contribute to global climate change. However, the amount of greenhouse gases generated by the project road construction vehicles would be negligible compared to global emissions or emissions in the county, so the project would not substantially contribute cumulatively to global climate change. Impacts would be less than significant.

FINDING: The project would generate amounts of greenhouse gases would be negligible compared to global emissions or emissions in the County. For this 'Greenhouse Gas Emissions' category impacts would be less than significant.

VIII. HAZARDS AND HAZARDOUS MATERIALS. <i>Would the project:</i>			
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would			X

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VIII. HAZARDS AND HAZARDOUS MATERIALS. <i>Would the project:</i>			
it create a significant hazard to the public or the environment?			
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?			X
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?			X
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?		X	
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?			X

Discussion: A substantial adverse effect due to Hazards or Hazardous Materials would occur if implementation of the project would:

- Expose people and property to hazards associated with the use, storage, transport, and disposal of hazardous materials where the risk of such exposure could not be reduced through implementation of Federal, State, and local laws and regulations;
 - Expose people and property to risks associated with wildland fires where such risks could not be reduced through implementation of proper fuel management techniques, buffers and landscape setbacks, structural design features, and emergency access; or
 - Expose people to safety hazards as a result of former on-site mining operations.
- a-b. **Hazardous Materials:** The project may involve transportation, use, and disposal of construction materials, fuels, and paving supplies. The use of these hazardous materials would occur during construction, would be intermittent and temporary. Impacts would be less than significant.
- c. **Hazardous Materials near Schools:** Two pre-school daycares are located within 0.25 mile of the project site; Adventure Begins CDE 0.17 mile to the south; and Cameron Park Montessori 0.24 mile to the north. The project would not be anticipated to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste. The AQMD Rules and regulations apply during the road construction and dust would not be permitted to leave the project site. As the road construction is conditioned to occur, impacts would be less than significant.
- d. **Hazardous Sites:** No parcels within El Dorado County are included on the Cortese List which lists known hazardous sites in California. There would be no impact.
- e-f. **Aircraft Hazards, Private Airstrips:** As shown on the El Dorado County Zoning Map, the project is not located within an Airport Safety (AA) District overlay. No impacts would occur within these categories.

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- g. **Emergency Plan:** The road construction allowed by the acquisition of the road easement is conditioned by DOT to ensure public safety and adequate emergency vehicle circulation which would address the additional impacts to the road systems. Impacts would be less than significant.
- h. **Wildfire Hazards:** The acquisition of the road easements would allow road construction which would improve the ability to fight wildfires. There would be no impacts.

FINDING: The proposed project is not anticipated to expose the area to hazards relating to the use, storage, transport, or disposal of hazardous materials. The roadway would enhance wildfire fighting capabilities. For this 'Hazards and Hazardous Materials' category, impacts would be less than significant.

IX. HYDROLOGY AND WATER QUALITY. <i>Would the project:</i>				
a. Violate any water quality standards or waste discharge requirements?			X	
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X	
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or -off-site?			X	
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?			X	
e. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?			X	
f. Otherwise substantially degrade water quality?			X	
g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h. Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
j. Inundation by seiche, tsunamis, or mudflow?				X

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Discussion: A substantial adverse effect on Hydrology and Water Quality would occur if the implementation of the project would:

- Expose residents to flood hazards by being located within the 100-year floodplain as defined by the Federal Emergency Management Agency;
 - Cause substantial change in the rate and amount of surface runoff leaving the project site ultimately causing a substantial change in the amount of water in a stream, river or other waterway;
 - Substantially interfere with groundwater recharge;
 - Cause degradation of water quality (temperature, dissolved oxygen, turbidity and/or other typical stormwater pollutants) in the project area; or
 - Cause degradation of groundwater quality in the vicinity of the project site.
- a. **Water Quality Standards:** Any grading, encroachment, and improvement plans required by the DOT for the road construction, allowed by the road and utility easement acquisition, would be required to be prepared and designed to meet the County of El Dorado Grading, Erosion, and Sediment Control Ordinance. These standards require the implementation and execution of Best Management Practices (BMPs) to minimize degradation of water quality during construction. Impacts would be less than significant.
- b. **Groundwater Supplies:** The road construction would impact ground water supplies. The implementation and execution of Best Management Practices (BMPs) would minimize degradation of water quality during construction. Impacts would be less than significant.
- c-f. **Drainage Patterns:** The submitted *Preliminary Grading and Drainage Plan* map submitted for DR11-0001-S for the construction of the Becken Road improvements, was reviewed by the DOT and Building Services and it was found to show proper drainage considerations, and no adverse increase in the overall runoff and flows are expected. The project would be required to conform to the El Dorado County Grading, Erosion Control and Sediment Ordinance. Impacts would be less than significant.
- g-h. **Flood-related Hazards:** The project site is not located within any mapped 100-year flood areas as shown on Firm Panel Number 06017C0750E, revised September 26, 2008, and would not result in the construction of any structures that would impede or redirect flood flows. No dams are located in the project area which would result in potential hazards related to dam failures. There would be no impact.
- i. **Dam or Levee Failure:** The subject property is not located adjacent to or downstream from a dam or levee that has the potential to fail and inundate the project site with floodwaters. There would be no impacts.
- j. **Inundation by Seiche, Tsunami, or Mudflow:** The proposed project is not located near a coastal area or adjacent to a large body of water such as a lake, bay, or estuary, volcanoes, or other volcanic features, and the site is located on relatively stable soils nor surrounded by steep terrain. Due to the project location, there is no potential for impacts from seiche or tsunami, or from mudflow at this site. There would be no impacts.

FINDING: The proposed project road construction allowed by the road and public utility easement acquisition, would require a grading permit through DOT that would address erosion and sediment control. As conditioned and with adherence to County Code, no significant hydrological impacts are expected with the development of the project either directly or indirectly. For this "Hydrology" category, impacts would be less than significant.

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X. LAND USE PLANNING. <i>Would the project:</i>			
a. Physically divide an established community?			X
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			X
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?			X

Discussion: A substantial adverse effect on Land Use would occur if the implementation of the project would:

- Result in the conversion of Prime Farmland as defined by the State Department of Conservation;
- Result in conversion of land that either contains choice soils or which the County Agricultural Commission has identified as suitable for sustained grazing, provided that such lands were not assigned urban or other nonagricultural use in the Land Use Map;
- Result in conversion of undeveloped open space to more intensive land uses;
- Result in a use substantially incompatible with the existing surrounding land uses; or
- Conflict with adopted environmental plans, policies, and goals of the community.

- a. **Established Community:** The project would not result in the physical division of an established community. The right-of-way acquisition and temporary construction easement would allow road uses necessary for road construction that would promote and enhance public safety. Impacts would be less than significant.
- b. **Land Use Consistency:** The proposed project would be consistent with the specific, fundamental, and mandatory land use development goals, objectives, and policies of the 2004 General Plan, and would be consistent with the development standards contained within the El Dorado County Zoning Ordinance. The project proposes acquisition and the temporary use of portions of an existing road easement. The resultant road construction would adhere to County Code. Impacts would be less than significant.
- c. **Habitat Conservation Plan:** The project site is not within the boundaries of an adopted Habitat Conservation Plan (HCCP), or a Natural Community Conservation Plan (NCCP), or any other conservation plan. As such, the proposed project would not conflict with an adopted conservation plan. There would be no impact.

FINDING: The proposed use as a road and public utility easement would be consistent with the Zone District and the General Plan because it allows the construction of a roadway surface that is conditioned to comply with County Code. As the ensuing road construction is conditioned, and with adherence to County Code, no significant impacts are expected.

XI. MINERAL RESOURCES. <i>Would the project:</i>			
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?			X
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?			X

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporation	Less Than Significant Impact	No Impact
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Discussion: A substantial adverse effect on Mineral Resources would occur if the implementation of the project would:

- Result in obstruction of access to, and extraction of mineral resources classified MRZ-2x, or result in land use compatibility conflicts with mineral extraction operations.
- a. **Mineral Resource Loss-Region, State:** The project site is not mapped as being within a Mineral Resource Zone (MRZ) by the State of California Division of Mines and Geology or in the El Dorado County General Plan. No impacts would occur.
- b. **Mineral Resource Loss-Locally:** The Western portion of El Dorado county is divided into four, 15 minute quadrangles (Folsom, Placerville, Georgetown, and Auburn) mapped by the State of California Division of Mines and Geology showing the location of Mineral and Resource Zones (MRZ). Those areas which are designated MRZ-2a contain discovered mineral deposits that have been measured or indicate reserves calculated. Land in this category is considered to contain mineral resources of known economic importance to the County and/or State. Review of the mapped areas of the County indicates that this site does not contain any mineral resources of known local or statewide economic value. No impacts would occur.

FINDING: No impacts to any known mineral resources would occur as a result of the project. Therefore, no mitigation is required. For the 'Mineral Resources' category, the project would not exceed the identified thresholds of significance.

XII.NOISE. <i>Would the project result in:</i>			
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X
b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise level?			X
f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?			X

Discussion: A substantial adverse effect due to Noise would occur if the implementation of the project would:

- Result in short-term construction noise that creates noise exposures to surrounding noise sensitive land uses in excess of 60dBA CNEL;

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporation	Less Than Significant Impact	No Impact
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- Result in long-term operational noise that creates noise exposures in excess of 60 dBA CNEL at the adjoining property line of a noise sensitive land use and the background noise level is increased by 3dBA, or more; or
 - Results in noise levels inconsistent with the performance standards contained in Table 6-1 and Table 6-2 in the El Dorado County General Plan.
- a. **Noise Exposures:** The project would allow temporary noise from construction equipment. The easement has been used as a driveway easement and parking area in the past. The immediate construction noise allowed by the acquisition would be temporary and intermittent. Impacts would be less than significant.
 - b. **Ground Borne Shaking:** The project construction resultant from the acquisition and temporary use may generate intermittent ground borne vibration or shaking events during project construction. These potential impacts would be limited to project construction. Adherence to the time limitations of construction activities to 7:00am to 7:00pm Monday through Friday and 8:00am to 5:00pm on weekends and federally recognized holidays would limit the ground shaking effects in the project area. Impacts would be less than significant.
 - c. **Short-term Noise Increases:** The project would allow construction activities for the grading of the road surface and drainage facilities. The short-term noise increases could potentially exceed the thresholds established by the General Plan. Standard Conditions of Approval would limit the hours of construction activities to 7:00am to 7:00pm Monday through Friday and 8:00am to 5:00pm on weekends and federally recognized holidays. Adherence to the limitations of construction would reduce potentially significant impacts to a less than significant level.
 - d. **Long-term Noise Increases:** The project would not increase the ambient noise levels in the area in excess of the established noise thresholds. The resultant intermittent use of the road would not be anticipated to exceed the established General Plan noise thresholds. Impacts would be less than significant.
 - e-f. **Aircraft Noise:** The proposed project is not located within an airport land use plan or within two miles of a public airport or private landing strip. There would be no impacts.

FINDING: For the ‘Noise’ category, the thresholds of significance have not been exceeded and no significant environmental impacts would result from the project.

XIII. POPULATION AND HOUSING. <i>Would the project:</i>			
a. Induce substantial population growth in an area, either directly (i.e., by proposing new homes and businesses) or indirectly (i.e., through extension of roads or other infrastructure)?			X
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?			X
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?			X

Discussion: A substantial adverse effect on Population and Housing would occur if the implementation of the project would:

- Create substantial growth or concentration in population;
- Create a more substantial imbalance in the County’s current jobs to housing ratio; or
- Conflict with adopted goals and policies set forth in applicable planning documents.

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporation	Less Than Significant Impact	No Impact
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- a. **Population Growth:** The project is for road and utility easement acquisition and temporary use and the resultant road surfacing of a 460-foot section would not increase population. There would be no impacts.
- b. **Housing Displacement:** The project is for road and utility easement acquisition and temporary use and the resultant road surfacing of a 460-foot section would not increase population. There would be no impacts.
- c. **Replacement Housing:** No persons would be anticipated to be displaced necessitating the construction of replacement housing elsewhere. No impacts would occur.

FINDING: It has been determined that there would less than significant impacts to population growth and no impacts to population or housing displacement as a result of the project proposal. For this "Population and Housing" category, there would be no impacts.

XIV. PUBLIC SERVICES. <i>Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:</i>				
a. Fire protection?				X
b. Police protection?				X
c. Schools?				X
d. Parks?				X
e. Other government services?				X

Discussion: A substantial adverse effect on Public Services would occur if the implementation of the project would:

- Substantially increase or expand the demand for fire protection and emergency medical services without increasing staffing and equipment to meet the Department's/District's goal of 1.5 firefighters per 1,000 residents and 2 firefighters per 1,000 residents, respectively;
- Substantially increase or expand the demand for public law enforcement protection without increasing staffing and equipment to maintain the Sheriff's Department goal of one sworn officer per 1,000 residents;
- Substantially increase the public school student population exceeding current school capacity without also including provisions to adequately accommodate the increased demand in services;
- Place a demand for library services in excess of available resources;
- Substantially increase the local population without dedicating a minimum of 5 acres of developed parklands for every 1,000 residents; or
- Be inconsistent with County adopted goals, objectives or policies.

- a. **Fire Protection:** Development of the project would not result in an increase in the demand for fire protection services. The project is for road and utility easement acquisition and temporary use and the resultant road surfacing of a 460-foot section would enhance fire protection capabilities and public safety. There would be no impacts.
- b. **Police Protection:** The project site would be served by the El Dorado County Sheriff's Department (Department) with a response time depending on the location of the nearest patrol vehicle. The project is for road and utility

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporation	Less Than Significant Impact	No Impact
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easement acquisition and temporary use and the resultant road surfacing of a 460-foot section would enhance response time capabilities and public safety. There would be no impacts.

- c. **Schools:** The project is for road and utility easement acquisition and temporary use and the resultant road surfacing of a 460-foot section would enhance response time capabilities and public safety. There would be no impacts.
- d. **Parks:** The project is for road and utility easement acquisition and temporary use and the resultant road surfacing of a 460-foot section would enhance response time capabilities and public safety. There would be no impacts.
- e. **Government Services:** The project is for road and utility easement acquisition and temporary use and the resultant road surfacing of a 460-foot section would enhance response time capabilities and public safety. There would be no impacts.

FINDING: Adequate public services are available to serve the project. There would be insignificant levels of increased demands to services anticipated as a result of the project. For this 'Public Services' category, there would be no impacts.

XV. RECREATION.			
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X

Discussion: A substantial adverse effect on Recreational Resources would occur if the implementation of the project would:

- Substantially increase the local population without dedicating a minimum of 5 acres of developed parklands for every 1,000 residents; or
 - Substantially increase the use of neighborhood or regional parks in the area such that substantial physical deterioration of the facility would occur.
- a. **Parks:** The project is for road and utility easement acquisition and temporary use and the resultant road surfacing of a 460-foot section. There would be no impacts.
 - b. **Recreational Services:** The project is for road and utility easement acquisition and temporary use and the resultant road surfacing of a 460-foot section. There would be no impacts.

FINDING: The project is for road and utility easement acquisition and temporary use and the resultant road surfacing of a 460-foot section. For this 'Recreation' category, there would be no impacts.

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporation	Less Than Significant Impact	No Impact
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XVI. TRANSPORTATION/TRAFFIC. <i>Would the project:</i>			
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?		X	
b. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?		X	
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?			X
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?		X	
e. Result in inadequate emergency access?		X	
f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?			X

Discussion: A substantial adverse effect on Traffic would occur if the implementation of the project would:

- Result in an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system;
- Generate traffic volumes which cause violations of adopted level of service standards (project and cumulative); or
- Result in, or worsen, Level of Service “F” traffic congestion during weekday, peak-hour periods on any highway, road, interchange or intersection in the unincorporated areas of the county as a result of a residential development project of 5 or more units.

a-b. **Traffic Increases, Levels of Service Standards:** The project is for road and utility easement acquisition and temporary use and the resultant road surfacing of a 460-foot section. DOT has review the subject application request as well as the use of the resultant roadway by the 40-unit apartment complex approved by DR11-0001-S. It has been determined that the project would not add a significant amount of traffic to the existing transportation system. Impacts would be less than significant.

c. **Air Traffic:** The project would not result in a change in established air traffic patterns for publicly or privately operated airports or landing field in the project vicinity. No impacts would occur.

d. **Design Hazards:** The project does not include any design features, such as sharp curves, dangerous intersection or incompatible uses that would increase hazards. The project is conditioned to require an encroachment permit for the resultant project-related improvements ingress/egress points which would assure they are constructed for safe and adequate widths, turning capacity and for line-of-sight safety. No traffic hazards would result from the project design. Impacts would be less than significant.

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporation	Less Than Significant Impact	No Impact
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- e. **Emergency Access:** The resultant roadway project was reviewed by the El Dorado County Fire Protection District for the adequacy of the interior project road circulation and availability of adequate emergency ingress and egress emergency access in the project design. The Fire District requires unobstructed widths of the apparatus access roads. The Fire District did not respond with any concerns pertaining to the proposed projects emergency ingress and egress capabilities. Impacts would be less than significant.
- f. **Alternative Transportation:** The project would not conflict with adopted plans, policies or programs relating to alternative transportation because the project is for road and utility easement acquisition and temporary use and the resultant road surfacing of a 460-foot section. There would be no impacts.

FINDING: For the "Transportation/Traffic" category, the identified thresholds of significance have not been exceeded and no significant environmental impacts would result from the project.

XVII. UTILITIES AND SERVICE SYSTEMS. <i>Would the project:</i>				
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
c. Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
g. Comply with federal, state, and local statutes and regulations related to solid waste?				X

Discussion: A substantial adverse effect on Utilities and Service Systems would occur if the implementation of the project would:

- Breach published national, state, or local standards relating to solid waste or litter control;
- Substantially increase the demand for potable water in excess of available supplies or distribution capacity without also including provisions to adequately accommodate the increased demand, or is unable to provide an adequate on-site water supply, including treatment, storage and distribution;

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporation	Less Than Significant Impact	No Impact
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- Substantially increase the demand for the public collection, treatment, and disposal of wastewater without also including provisions to adequately accommodate the increased demand, or is unable to provide for adequate on-site wastewater system; or
- Result in demand for expansion of power or telecommunications service facilities without also including provisions to adequately accommodate the increased or expanded demand.

- Wastewater Requirements:** The project is for road and utility easement acquisition and temporary use and the resultant road surfacing of a 460-foot section. There would be no impacts.
- Construction of New Facilities:** The project is for road and utility easement acquisition and temporary use and the resultant road surfacing of a 460-foot section. There would be no impacts.
- New Stormwater Facilities:** According to the submitted preliminary grading and drainage plan for the construction of the 28-foot wide road resultant of the road and utility easement acquisition and temporary use, overall existing drainage patterns would not be modified and pre- and post-development drainage conditions would not change. All grading activities exceeding 250 cubic yards of graded material or grading completed for the purpose of supporting a structure must meet the provisions contained in the *County of El Dorado - Grading, Erosion, and Sediment Control Ordinance* adopted by the County of El Dorado Board of Supervisors, August 10, 2010 (Ordinance #4949). All drainage facilities would be required to be constructed in compliance with standards contained in the County of El Dorado Drainage Manual. As such, impacts would be less than significant.
- Sufficient Water Supply:** The project is for road and utility easement acquisition and temporary use and the resultant road surfacing of a 460-foot section. There would be no impacts.
- Adequate Wastewater Capacity:** The project is for road and utility easement acquisition and temporary use and the resultant road surfacing of a 460-foot section. There would be no impacts.
- Solid Waste Disposal:** The project is for road and utility easement acquisition and temporary use and the resultant road surfacing of a 460-foot section. There would be no impacts.
- Solid Waste Requirements:** The project is for road and utility easement acquisition and temporary use and the resultant road surfacing of a 460-foot section. There would be no impacts.

FINDING: Adequate stormwater facilities would be available to serve the project. For this 'Utilities and Service Systems' category, impacts would be less than significant.

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporation	Less Than Significant Impact	No Impact
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XVIII. MANDATORY FINDINGS OF SIGNIFICANCE. Does the project:			
a. Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?			X
b. Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X
c. Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X

Discussion:

- a. No substantial evidence contained in the project record has been found that would indicate that this project would have the potential to significantly degrade the quality of the environment, with the exception of potential impacts on nesting raptors or other migratory birds, and wetlands. With adherence to County permit requirements, the road and utility easement acquisition and temporary use, and the resultant road surfacing of a 460-foot section would not be anticipated to have the potential to substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of California history or pre-history. Any impacts from the project would be less than significant due to the design of the project and required standards that would be implemented with the grading process.
- b. Cumulative impacts are defined in Section 15355 of the California Environmental Quality Act (CEQA) Guidelines as two or more individual effects, which when considered together, would be considerable or which would compound or increase other environmental impacts.

The project would not involve development or changes in land use that would result in an increase in population growth. There would be no impacts anticipated due to increased demand for public services associated with the project. The project would not contribute substantially to increased traffic in the area and would not require an increase in the wastewater treatment capacity of the County.

The project would result in the generation of greenhouse gases, which could contribute to global climate change. However, the amount of greenhouse gases generated by the project would be negligible compared to global emissions or emissions in the county, so the project would not substantially contribute cumulatively to global climate change. Further, as discussed throughout this environmental document, the project would not contribute to a substantial decline in water quality, air quality, noise, biological resources, agricultural resources, or cultural resources under cumulative conditions.

As outlined and discussed in this document, and with compliance with County Codes, this project, as proposed, would have a less than significant chance of having project-related environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly. Based on the analysis in this study, it has been determined that the project would have a less than significant impact based on the issue of cumulative impacts.

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporation	Less Than Significant Impact	No Impact
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- c. All impacts identified in this Negative Declaration would be less than significant and do not require mitigation. Therefore, the proposed project would not result in environmental effects that cause substantial adverse effects on human beings either directly or indirectly. Impacts would be less than significant.

FINDINGS: It has been determined that the proposed project would not result in significant environmental impacts. The project would not exceed applicable environmental standards, nor significantly contribute to cumulative environmental impacts.

INITIAL STUDY ATTACHMENTS

Attachment 1..... Location Map
Attachment 2..... U.S.G.S. 7.5 Minute Quadrangle
Attachment 3..... PG&E Easement Details-Exhibits A and B

SUPPORTING INFORMATION SOURCE LIST

The following documents are available at El Dorado County Planning Services in Placerville.

El Dorado County General Plan Draft Environmental Impact Report
Volume 1 of 3 – EIR Text, Chapter 1 through Section 5.6
Volume 2 of 3 – EIR Text, Section 5.7 through Chapter 9
Appendix A
Volume 3 of 3 – Technical Appendices B through H

El Dorado County General Plan – A Plan for Managed Growth and Open Roads; A Plan for Quality Neighborhoods and Traffic Relief (Adopted July 19, 2004)

Findings of Fact of the El Dorado County Board of Supervisors for the General Plan

El Dorado County Zoning Ordinance (Title 17 - County Code)

County of El Dorado Drainage Manual (Resolution No. 67-97, Adopted March 14, 1995)

County of El Dorado - Grading, Erosion, and Sediment Control Ordinance Adopted by the County of El Dorado Board of Supervisors, August 10, 2010 (Ordinance #4949).

El Dorado County Design and Improvement Standards Manual

El Dorado County Subdivision Ordinances (Title 16 - County Code)

Soil Survey of El Dorado Area, California

California Environmental Quality Act (CEQA) Statutes (Public Resources Code Section 21000, et seq.)

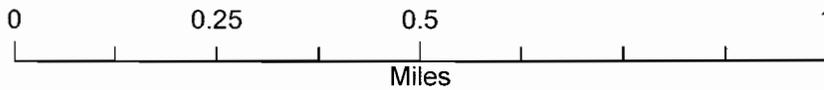
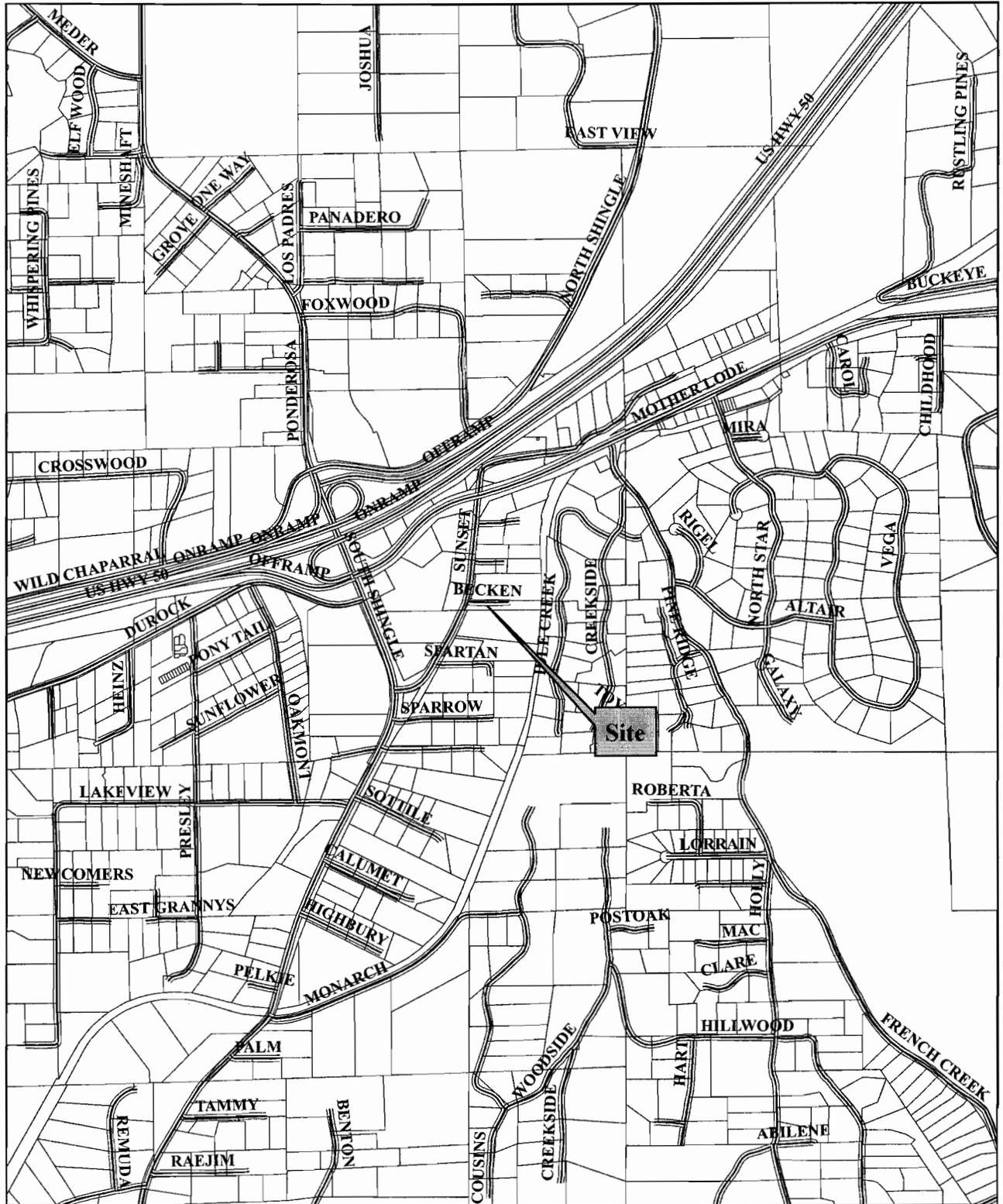
Title 14, California Code of Regulations, Chapter 3, Guidelines for Implementation of the California Environmental Quality Act (Section 15000, et seq.)

Project Specific Resource Material

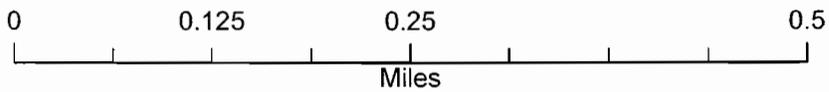
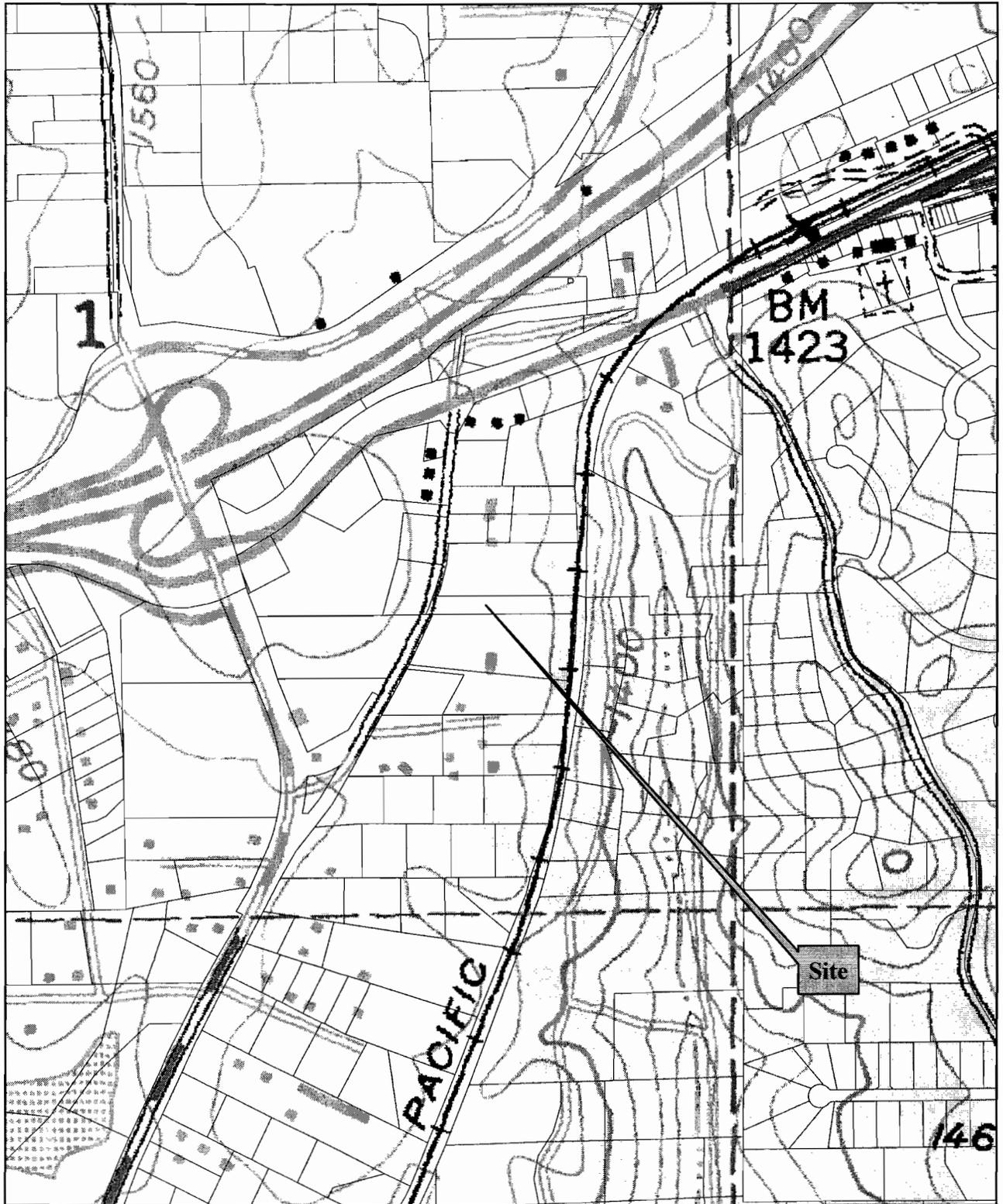
Cultural Resources Study prepared by Historic Resource Associates, dated December 2008

Preliminary Grading and Drainage Plan map, Gene Thorne and Associates, dated January 31, 2011

Location Map



Shingle Springs U.S.G.S. Quadrangle with El Dorado County Parcels Overlaid





Attachment 3

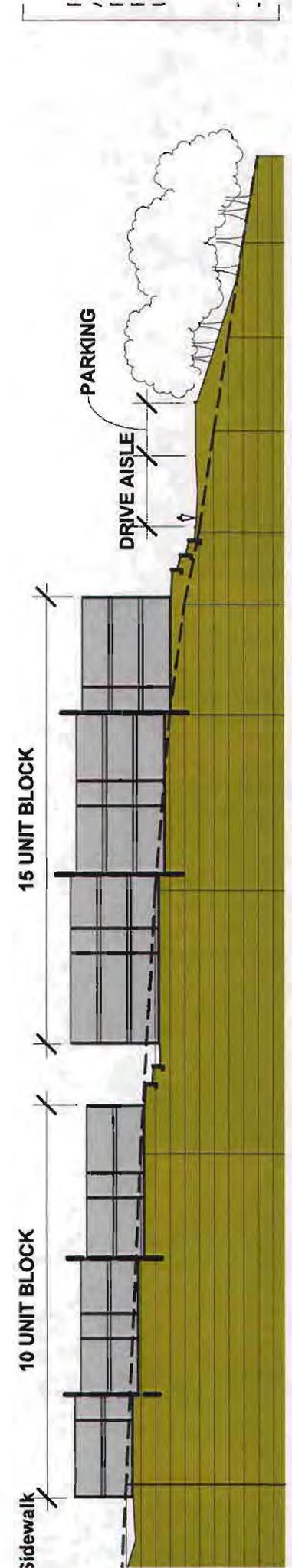


EXHIBIT A

ROAD AND PUBLIC UTILITIES RIGHT OF WAY EASEMENT

Being a portion of that certain real property described in Book 0727 of Official Records at Page 598, El Dorado County Records, lying in Section 1, Township 9 North, Range 9 East, Mount Diablo Base and Meridian, County of El Dorado, State of California, being more particularly described as follows:

BEGINNING at a found 3/4" iron pipe, stamped 4130 as shown on that certain map filed in Book 25 of Parcel Maps, at Page 32, El Dorado County Records, said pipe being at the southwest corner of Parcel A as shown on said Parcel Map; thence, along the south line of Parcels A and B of said Parcel Map, North 89°50'46" East 512.99 feet to the beginning of a non-tangent curve to the right, from which a radial line bears North 27°25'13" West, having a radius of 225.00 feet, a central angle of 27°15'59" and a chord bearing and distance of South 76°12'47" West 106.07 feet; thence, leaving said southerly line and along the arc of said curve, 107.07 feet; thence, South 89°50'46" West 293.06 feet to the beginning of a curve to the right, from which a radial line bears North 00°09'14" West, having a radius of 225.00 feet, a central angle of 14°08'12" and a chord bearing and distance of North 83°05'08" West 55.37 feet; thence, along the arc of said curve, 55.51 feet; thence, North 76°01'02" West 64.79 feet; thence, North 21°24'51" East 2.54 feet to the point of beginning.

Containing a total of 10,959 square feet, more or less.

The bearings contained herein are based upon the south property lines of Parcels A and B as shown upon the map filed for record in Book 25 of Parcel Maps at Page 32, El Dorado County Records.

See Exhibit "B" attached hereto and made a part hereof.



R. Vance

A.P.N. 090-430-37
PARCEL B
 CARDANINI
 DOC. 2004-0037209

A.P.N. 090-430-36
PARCEL A
 WARDLAW
 DOC. 2006-0081364

PM 35-63

N21°24'51"E
 2.54'

POINT OF BEGINNING

N76°01'02"W
 64.79'

A.P.N. 090-440-25
 BROWN
 4771-492 O.R.

A.P.N. 090-430-35
PARCEL A
 GLOVER
 4425-139 O.R.

**ROAD AND PUBLIC
 UTILITIES EASEMENT**
 10,959 SF

PARCEL A

PM 14-150

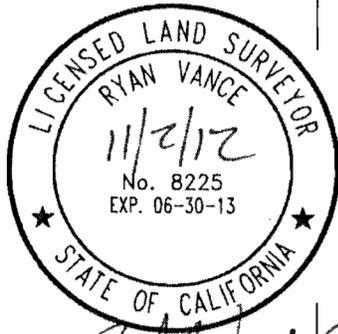
A.P.N. 090-430-23
 PACIFIC GAS &
 ELECTRIC
 0727-598 O.R.

25 - PM - 32

A.P.N. 090-430-34
PARCEL B
 TETER FAMILY
 DOC. 2010-0042643

FD 3/4" CIP
 STAMPED LS 4130
 25-PM-32

A.P.N. 090-430-33
 ROBERT J. ARGROVES, TR.
 DOC. 2012-0011405



0 40 80



SCALE: 1" = 80'

C2

25' 25'

S89°50'46"W
 293.06'

N89°50'46"E
 512.99'
 BASIS OF BEARINGS

25' 25'

C1

N27°25'13"W(R)

PARCEL B

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CH BEARING
C1	27°15'59"	225.00'	107.07'	106.07'	S76°12'47"W
C2	14°08'12"	225.00'	55.51'	55.37'	N83°05'08"W

FD 3/4" CIP
 STAMPED LS 4130
 25-PM-32

A.P.N. 090-440-50
 SAC PLACERVILLE TRANS CORR
 4764-134 O.R.

R.R. TRACKS - ABANDONED



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 95354
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 Fax. 209.521.9045
 www.stanitec.com

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NM

OCT 2012

PACIFIC GAS AND ELECTRIC CO.
SECTION 1, T.9 N., R.9 E., M.D.B. & M.
 SHINGLE SPRINGS, EL DORADO COUNTY, STATE OF CALIFORNIA

**ROAD AND PUBLIC
 UTILITIES EASEMENT**
 APN 090-430-23

EXHIBIT
 NO.

B

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

Being a portion of that certain real property described in Book 0727 of Official Records at Page 598, El Dorado County Records, lying in Section 1, Township 9 North, Range 9 East, Mount Diablo Base and Meridian, County of El Dorado, State of California, being more particularly described as follows:

BEGINNING at a found 3/4" iron pipe, stamped 4130 as shown on that certain map filed in Book 25 of Parcel Maps, at Page 32, El Dorado County Records, said pipe being at the southwest corner of Parcel A as shown on said Parcel Map; thence South 21°24'51" West 2.54 feet; thence, South 76°01'02" East 64.79 feet to the beginning of a curve to the left, having a radius of 225.00 feet, a central angle of 14°08'12" and a chord bearing and distance of South 83°05'08" West 55.37 feet; thence, along the arc of said curve, 55.51 feet; thence, North 89°50'46" East 115.81 feet to the **POINT OF BEGINNING** of this description; thence, North 89°50'46" East 136.35 feet to the beginning of a non-tangent curve to the left, from which a radial line bears North 10°32'16" West, having a radius of 1315.62 feet, a central angle of 00°56'02" and a chord bearing and distance of South 79°55'45" West 21.44 feet; thence, along the arc of said curve, 21.44 feet; thence, South 89°48'53" West 54.15 feet; thence, North 87°58'57" West 18.47 feet; thence, North 86°05'44" West 42.72 feet to the point of beginning.

Containing a total of 367 square feet, more or less.

The bearings contained herein are based upon the south property lines of Parcels A and B as shown upon the map filed for record in Book 25 of Parcel Maps at Page 32, El Dorado County Records.

See Exhibit "B-2" attached hereto and made a part hereof.



A.P.N. 090-430-37
PARCEL B
 CARDANINI
 DOC. 2004-0037209

A.P.N. 090-430-36
PARCEL A
 WARDLAW
 DOC. 2006-0081364

A.P.N. 090-430-35
PARCEL A
 GLOVER
 4425-139 O.R.

A.P.N. 090-430-34
PARCEL B
 TETER FAMILY
 DOC. 2010-0042643

A.P.N. 090-430-33
 ROBERT J. ARGROVES, TR.
 DOC. 2012-0011405

A.P.N. 090-440-25
 BROWN
 4771-492 O.R.

A.P.N. 090-430-23
 PACIFIC GAS &
 ELECTRIC
 0727-598 O.R.

**TEMPORARY
 CONSTRUCTION
 EASEMENT
 367 SF**



A.P.N. 090-440-50
 SAC PLACERVILLE TRANS CORR
 4764-134 O.R.

R.R. TRACKS - ABANDONED

S21°24'51"W
 2.54'

POINT OF
 COMMENCEMENT

S076°01'02"E
 64.79'

FD 3/4" CIP
 STAMPED LS 4130
 25-PM-32

C1
 N89°50'46"E
 115.81'

POINT OF
 BEGINNING

PARCEL A

25 - PM - 32

DOC. NO. 20120012721

N 89°50'46" E 599.87'
 BASIS OF BEARINGS

FD 3/4" CIP
 STAMPED LS 4130
 25-PM-32

PARCEL B

LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°50'46"E	136.35'
L2	S89°48'53"W	54.15'
L3	N87°58'57"W	18.47'
L4	N86°05'44"W	42.72'

NO.	DELTA	RADIUS	LENGTH	CHORD	CH BEARING
C1	14°08'12"	225.00'	55.51'	55.37'	S83°05'08"W
C2	00°56'02"	1315.62'	21.44'	21.44'	S79°55'45"W

FD 3/4" CIP
 STAMPED LS 4130
 25-PM-32



0 40 80



SCALE: 1" = 80'



Stantec Consulting Services Inc.
 1016 12th Street
 Modesto, CA U.S.A.
 95354
 Tel. 209.521.8886
 Fax. 209.521.9045
 www.stantec.com

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NM

JUNE 2012

PACIFIC GAS AND ELECTRIC CO.
SECTION 1, T.9 N., R.9 E., M.D.B. & M.
 SHINGLE SPRINGS, EL DORADO COUNTY, STATE OF CALIFORNIA

**TEMPORARY CONSTRUCTION
 EASEMENT**
 APN 090-430-23

EXHIBIT
 NO.

B-2

Attachment 5

**Negative Declaration Adopted by
County of El Dorado Board of Supervisors**



County of El Dorado

330 Fair Lane, Building A
Placerville, California
530 621-5390
FAX 622-3645
www.edcgov.us/bos/

Master Report

File Number: 12-1511

***File ID:** 12-1511

Agenda Type: Agenda Item

Status: Approved

Version: 1

Reference:

Gov Body: Board of Supervisors

Created: 12/05/2012

Agenda Title: 12/18/12 DOT PG&E Easements/Neg Dec - Becken Lane Roadway Improvements/Mercy Housing Project

Final Action: 12/18/2012

Title: Department of Transportation recommending the Board take the following actions:

- 1) Adopt the Negative Declaration based on the Initial Study prepared by staff for roadway improvements to Becken Lane in Shingle Springs;
- 2) Authorize the Interim Director of Transportation or designee to execute an application for Request to Use Pacific Gas and Electric Company (PG&E) Property, upon review and approval by County Counsel;
- 3) Authorize the Interim Director of Transportation or designee to enter negotiations to acquire necessary easements from the property owner (PG&E).

FUNDING: County General Fund.

Notes:

Agenda Date: 12/18/2012

Agenda Number: 37.

Sponsors:

Enactment Date:

Attachments: A - SA09-1231AvailabilityNotice 12-18-12, B - SA09-1231ProposedND&IS 12-18-12, C - Project Site Aerial Photo 12-18-12, D - Project Vicinity Map 12-18-12

Time Required:

Same:

Hearing Date:

Contact: Adam Bane, Ext. 5983

Next Meeting Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Board of Supervisors	12/18/2012	Approved				Pass
	Action Text: This matter was Approved on the consent calendar.						
	Yes: 5 - Supervisor Knight, Supervisor Nutting, Supervisor Sweeney, Supervisor Briggs and Supervisor Santiago						

Text of Legislative File 12-1511

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

1st Light Energy	Douglass & Liddell	OnGrid Solar
AT&T	Downey & Brand	Pacific Gas and Electric Company
Alcantar & Kahl LLP	Ellison Schneider & Harris LLP	Praxair
Anderson & Poole	G. A. Krause & Assoc.	Regulatory & Cogeneration Service, Inc.
BART	GenOn Energy Inc.	SCD Energy Solutions
Barkovich & Yap, Inc.	GenOn Energy, Inc.	SCE
Bartle Wells Associates	Goodin, MacBride, Squeri, Schlotz & Ritchie	SDG&E and SoCalGas
Braun Blasing 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	K&L Gates LLP	Southern California Edison Company
Calpine	Kelly Group	Spark Energy
Casner, Steve	Linde	Sun Light & Power
Center for Biological Diversity	Los Angeles Dept of Water & Power	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	
Division of Ratepayer Advocates	Occidental Energy Marketing, Inc.	