

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



Oct. 17, 2014

Advice Letter 4476-E

Meredith Allen
Senior Director, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

**Subject: Grant of Easement to the City of Auburn – Request for Approval
Under Section 851**

Dear Ms. Allen:

Advice Letter 4476-E is effective October 14, 2014.

Sincerely,

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

Edward F. Randolph, Director
Energy Division



Meredith Allen
Senior Director
Regulatory Relations

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

Fax: 415.973.7226

August 14, 2014

Advice 4476-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Grant of Easement to the City of Auburn – Request for Approval under Section 851

Purpose

Pacific Gas and Electric Company (“PG&E”) submits this advice letter seeking approval, under Public Utilities (P.U.) Code Section 851, of PG&E’s consent to grant the City of Auburn (“Grantee”), for a fee of \$500, a perpetual non-exclusive easement on a portion of PG&E’s property (the “Property”). The Property is located on the Northwest corner of the intersection of Bell Road and New Airport Road in Auburn, California.

The Grantee will use the easement to relocate and install a new monument sign for the Auburn Airport and Business Park. This easement will not interfere with PG&E’s operations or PG&E’s ability to provide safe and reliable utility services to its customers, and will not be adverse to the public’s interest. To the contrary, the proposed transaction serves the public interest, because the new monument sign is needed to mark the location of the Auburn Airport and Business Park for those traveling to it.

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 activities. One such fee property is the Rock Creek Reservoir in Auburn which supports PG&E’s hydro-electric operations. Rock Creek Reservoir is used to hold water between two PG&E canals – Upper Wise canal and Lower Wise canal. All of these facilities are part of the Drum-Spaulling Hydroelectric Project.

The Grantee has requested an easement to relocate and install a new monument sign on PG&E property, marking the location of the Auburn Airport and Business Park. The easement, if granted, will allow for the installation of the new monument

sign on PG&E property. The old sign sat within the Grantee's street right-of-way and was destroyed in a vehicle accident. To avoid similar accidents, the Grantee would like to move the location of the monument sign back from the road, onto PG&E's property. The proposed site of the monument sign will not conflict with PG&E's Hydro facilities.

Due to upcoming road improvements planned for South bound traffic on the New Airport Road intersection, relocation of the monument sign is necessary. The Easement Agreement (the "Agreement") defines the allowable uses by the Grantee of the easement area and is attached as Attachment 1.

The proposed transaction provides a public benefit and is not adverse to the public interest for two reasons: 1) The Grantee will benefit from the ability to appropriately direct the public to the location of its airport and business park. The California Public Utilities Commission ("Commission" or "CPUC") has long recognized that the public interest is served when utility property is used for compatible, productive purposes without interfering with utility operations or affecting service to PG&E customers.¹ 2) The proposed transaction will provide revenues for PG&E, albeit the value of this transaction (\$500) is minimum revenue in this case.

For the above reasons, the Commission should approve this Section 851 request to grant the Grantee an easement relating to this PG&E property, and find that doing so is not adverse to the public interest.²

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	City of Auburn
Darren P. Roach	Bernie Schroeder, Director of Public Works
Law Department	1225 Lincoln Way, Room 3
P.O. Box 7442	Auburn, CA 95603
San Francisco, CA 94120	Telephone: (530) 885-5508
Telephone: (415) 973-6345	Email: bschroeder@auburn.ca.gov
Facsimile: (415) 973-5520	
Email: DPRC@pge.com	

¹ D.04-07-023, *mimeo*, p.12.

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.)

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

The Property is located at the Northwest corner of Bell Road and New Airport Road, Southeast corner of APN 052-030-046. The property is owned by PG&E and supports hydro-electric operations. The Legal Description and Drawing of the easement area is attached hereto as Attachment 2. The proposed easement area consists of approximately 528 square feet with an existing fence around a portion of the perimeter. The fence will be reconstructed per the Proposed Auburn Municipal Airport Monument Relocation Plan (see Attachment 3).

(c) Intended Use of the Property and Facilities:

Grantee proposes to install a monument sign on the Property and, in connection therewith, Grantee has requested that PG&E grant an easement for the limited purpose of excavation, installation, construction, reconstruction, repair, maintenance and use of such sign. Specifically, the project involves the construction and placement of a 7.5-foot tall, 14-foot long, and 2-foot deep freestanding monument sign within 3.5-foot deep by 14-foot long by 5-foot wide footing. The monument sign replaces a freestanding wood sign at the northwest corner of Bell Road and New Airport Road. PG&E will not need to make any physical changes to the real property or facilities to accommodate this request. The Grantee will take full responsibility of installing the monument sign in the proposed location.

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

PG&E will receive a one-time nominal fee of \$500 for granting the easement (Attachment 3).

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

PG&E will account for this one-time fee 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:

PG&E is not selling or disposing of the property described in this advice letter, 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 easement was determined by an appraisal, details of which are provided in Attachment 3. PG&E has reviewed the aforementioned appraisal and accepted its findings on estimated values. PG&E believes that the appraised value accurately reflects and falls within the reasonable range for a fair market easement valuation.

(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;

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 will not have an adverse effect on the public interest or on the ability of PG&E to provide safe and reliable service to its customers at reasonable rates;
- The transaction will not materially impact the rate base of PG&E; and
- The transaction does not warrant a more comprehensive review that would be provided through a formal Section 851 application.

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

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

(m) Environmental Information

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

Per (a) above, the project was found exempt from CEQA pursuant to Categorical Exemption, Section 15302 - Replacement or Reconstruction. Section 15302 consists of the following: Replacement or reconstruction of operation, repair, maintenance, permitting, leasing, licensing, or minor alternation of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The Notice of Exemption is provided as Attachment 4.

Agency Name	City of Auburn 1225 Lincoln Way, Room 3 Auburn, CA 95603 Phone: (530) 823-4211
Date of Exemption	4/16/14

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than September 3, 2014, which is 20 days after the date of this filing. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: EDTariffUnit@cpuc.ca.gov

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

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

Meredith Allen
Senior Director, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177

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

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

Effective Date

Pursuant to the review process outlined in General Order 173, PG&E requests that this Tier 2 advice filing become effective upon Commission disposition.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached lists. 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. Please send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>

/S/

Meredith Allen
Senior Director, Regulatory Relations

Attachments:

- Attachment 1 – Easement Agreement
- Attachment 2 – Legal Description and Drawing
- Attachment 3 – Easement Cost Estimate and Offer of Compensation
- Attachment 4 – Notice of Exemption

***** SERVICE LIST Advice 4476-E *****
APPENDIX A

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

Timothy J. Sullivan
Administrative Law Judge Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-2726
tjs@cpuc.ca.gov

City of Auburn
Bernie Schroeder, Director of Public Works
1225 Lincoln Way, Room 3
Auburn, CA 95603
(530) 885-5508
Email: bschroeder@auburn.ca.gov

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

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

Mary Jo Borak
Energy Division
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(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
Office 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: **Shirley Wong**

Phone #: **(415) 972-5505**

E-mail: **slwb@pge.com and PG&ETariffs@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) #: **4476-E**

Tier: **2**

Subject of AL: **Grant of Easement to the City of Auburn – 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: No

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

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

Resolution Required? Yes No

Requested effective date: **Upon Approval**

No. of tariff sheets: N/A

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

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

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

Tariff schedules affected: N/A

Service affected and changes proposed: N/A

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

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

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

Advice 4476-E

Attachment 1:
Easement Agreement

LD 2113-08-
Sign Easement to City of Auburn

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
343 Sacramento Street
Auburn, CA 95603
Attention: Land Agent

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

Signature of declarant or agent determining tax

(A portion of APN 052-030-046-000, Placer County)

EASEMENT AGREEMENT
(Sign Easement to City of Auburn)

This Easement Agreement (“**Agreement**”) is made and entered into this _____ day of _____, 201__ (the “**Effective Date**”) by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “**PG&E**”, and the CITY OF AUBURN, a Municipal Corporation of the State of California, hereinafter called “**Grantee**.”

RECITALS

A. PG&E owns certain real property within the County of Placer, State of California, commonly known as Bell Sub, Rock Creek Reservoir and more particularly shown on **Exhibit B**, attached hereto and made a part hereof (hereinafter, the “**Property**”).

B. Grantee proposes to construct a monument sign on the Property 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 sign.

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 five hundred Dollars (\$500.00), 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:

Monument Sign, Grading and Support. A non-exclusive easement to excavate, install, construct, reconstruct, repair, replace, maintain and use a monument sign,, together with associated grading, support and landscaping and electrical service on and in a portion of the Property (the “**Easement Area**”) described in **Exhibit A** attached hereto and made a part hereof.

2. Limitations on Use.

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

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

(c) Grantee shall not erect or construct any building or other structure other than the monument sign 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 Area. Grantee accepts the Easement Area in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Easement Area. Grantee acknowledges that one or more of the following (collectively, “**Potential Environmental Hazards**”) may be located in, on or underlying the Property and/or the Easement Area:

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

(b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term “**Hazardous Substances**” means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements (as hereinafter defined) relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of

such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:

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

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

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

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

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

(6) which contains radon gas;

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

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

Grantee shall be solely responsible for the health and safety of, and shall take all necessary precautions to protect, its employees, contractors, consultants, agents and invitees, 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 Area and all matters affecting the suitability of the Easement Area for the uses permitted by this Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

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

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

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

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

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

(d) Non-Interference. Grantee agrees not to interfere in any way or permit any interference with the use of the Property by PG&E and other entitled persons. Interference shall include, but not be limited to, any activity by Grantee that places any of PG&E's gas or electric facilities in violation of any of the provisions of General Order Nos. 95 (Overhead Electric), 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 Area in such a manner so as not to endanger the Property, PG&E's utility facilities, the environment and human health and safety. Grantee shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon, produced, stored, used, discharged or disposed of on, or in the vicinity of the Property, except in compliance with all applicable Legal Requirements. Grantee shall be responsible for the cost of remediating any discharge or release of Hazardous Substances resulting from or arising in connection with Grantee's use of the Property, and shall immediately notify PG&E and the appropriate regulatory authorities where required by law, of any such release. If PG&E determines that Grantee's activities in any way endanger the Property, PG&E's utility facilities, the environment, or human health and safety, PG&E may, in PG&E's sole and absolute discretion, require that Grantee halt such activities until appropriate protective measures are taken to PG&E's satisfaction. Grantee shall hold PG&E harmless from any claims resulting from any delay under this paragraph. PG&E's right to halt activities under this paragraph shall not in any way affect or alter Grantee's insurance or indemnity obligations under this Agreement, nor shall it relieve Grantee from any of its obligations hereunder that pertain to health, safety, or the protection of the environment;

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

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

(h) Coordination. Grantee agrees to coordinate all activities regarding the easements granted herein to reasonably minimize any interference and inconvenience with the use by PG&E of the Easement Area and PG&E's adjoining lands, 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 Area by Grantee or Grantee's Representatives, or the exercise by Grantee of its rights hereunder, or the performance of, or failure to perform, Grantee's duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of PG&E or Grantee (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Property); (2) injury to property or other interest of PG&E, Grantee or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to human health or the environment, and including any liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnitee, to the extent of any Claim arising from the sole negligence or willful misconduct of such Indemnitee. Without limiting the generality of the foregoing, Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any work of improvement constructed or installed at or on, labor performed on, or materials delivered to, or incorporated in any improvements constructed on, the Easement Area by, or at the request or for the benefit of, Grantee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Grantee is obligated to indemnify or provide a defense hereunder, Grantee upon written notice from PG&E shall defend such action or proceeding at Grantee's sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

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

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

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

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

6. Additional Facilities. Grantee shall not install any additional facilities or improvements in, on, under or over the Easement Area without the prior written consent of PG&E, which consent may be granted or withheld in PG&E's sole and absolute discretion, and the prior consent, to the extent required by applicable law or regulation, of the CPUC. Grantee shall submit plans for installation of any proposed additional facilities within the Easement Area to PG&E for its written approval at the address specified in Section 12.

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

as may be reasonably necessary to eliminate this Agreement as an encumbrance on the title to the Easement Area or any larger parcel of property containing the Easement Area.

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

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

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

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

(d) This grant is made subject to all applicable provisions of General Order No. 95 (Overhead Electric), General Order 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 Area at any time to confirm Grantee's compliance with Legal Requirements and the provisions of this Agreement. Prior to the Effective Date of this Agreement, Grantee shall procure, and thereafter Grantee shall carry and maintain in effect at all times during the term of the Agreement, with respect to the Easement Area and the use, occupancy and activities of Grantee and Grantee's Representatives on or about the Easement Area, the insurance specified in **Exhibit C**, attached hereto and made a part hereof by this reference, provided that PG&E reserves the right to review and modify from time to time the coverages and limits of coverage required hereunder, as well as the deductibles and/or self-insurance retentions in effect from time to time (but PG&E

agrees that it will not increase required coverage limits more often than once in any five-year period). 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 Property free and clear of all mechanics', material suppliers' or similar liens, or claims thereof, arising or alleged to arise in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by Grantee or at its request or for its benefit. If any mechanics' liens are placed on the Property in connection with the activities or facilities set forth in this Agreement, Grantee shall promptly cause such liens to be released and removed from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 3143 or any successor statute.

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

If to PG&E:

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

With a copy to:

Pacific Gas and Electric Company
P.O. Box 7442, Mail Code B3OA
San Francisco, California 94120
Attention: Wendy T. Coleman

If to Grantee:

City of Auburn
1225 Lincoln Way, Rm 3
Auburn, CA 95603
Attention: Bernie Schroeder

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

20. No 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 Area or any portion thereof, other than as expressly permitted herein or as expressly allowed by a recorded map, agreement, deed or dedication, is by permission and is subject to the control of PG&E in its sole discretion.

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

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

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

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

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

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

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

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

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

By: _____

By: Barrie Schroeder

Its: Marvin Penner

Its: Public Works Director

Manager, Land Management

Exhibits A, B and C attached

State of California
County of Placer)

On May 9, 2014, before me, Rebecca J. Marsh, Notary Public,
Here insert name and title of the officer
personally appeared Bernie Schroeder

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.



Rebecca J. Marsh
Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

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

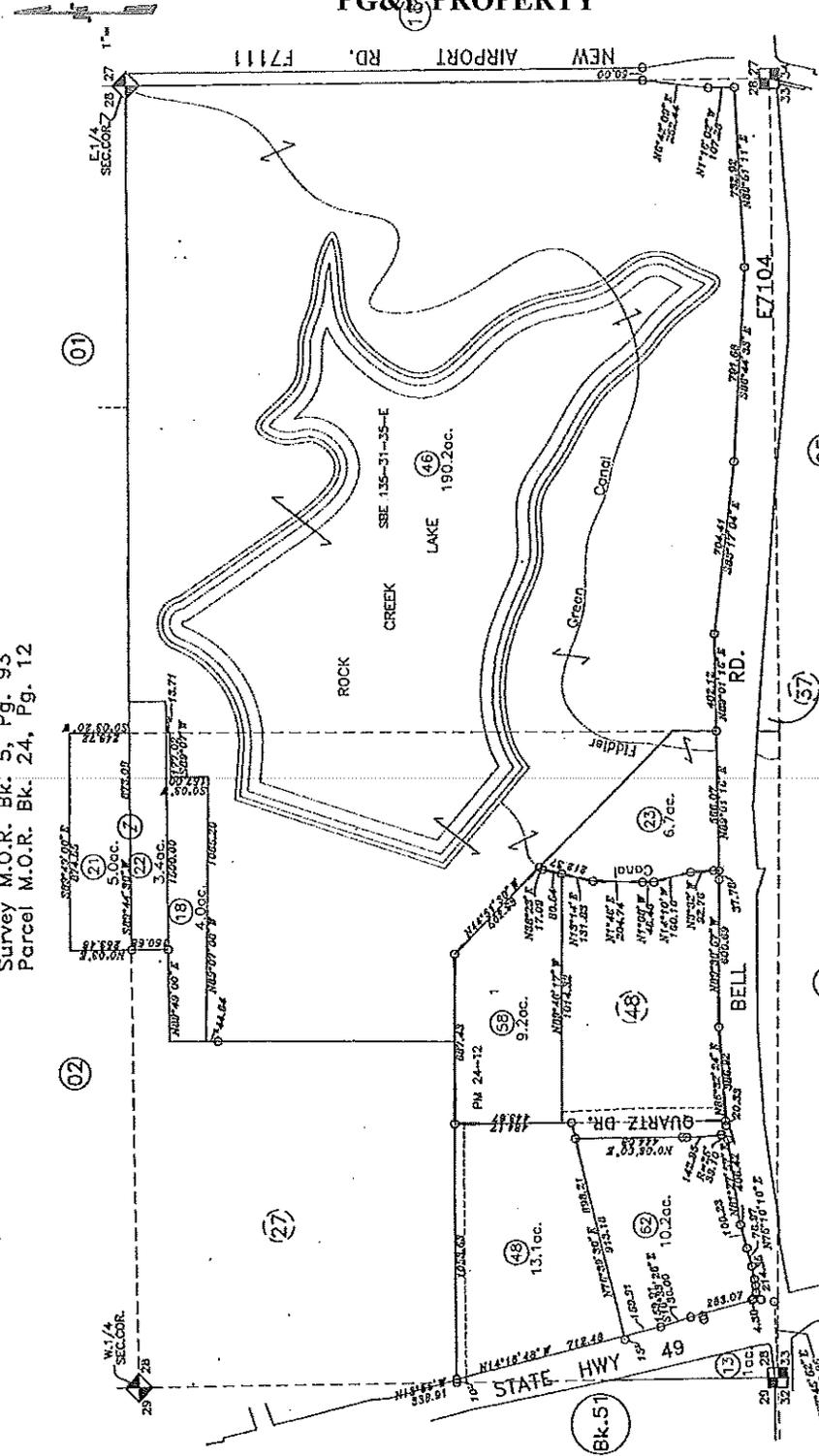
North Valley Area, Sierra Division
Land Service Office - Auburn
Operating Department - Hydro
USGS location MDB&M T13N R8E Section 28
FERC License Number(s):
PG&E Drawing Number(s):
PLAT NO.
LD of any affected documents:
LD of any Cross-referenced documents:
TYPE OF INTEREST:
SBE Parcel Number: 135-31-035E-2
(For Quitclaims, % being quitclaimed)
Order # or PM #:
JCN:
County: Placer
Utility Notice Numbers:
851 Approval Application No. _____ Decision _____
Prepared By: R9M1
Checked By: JEN8
Revision Number:

EXHIBIT B

PG&E PROPERTY

52-

S.1/2 & POR. N.W.1/4 SEC.28, POR. S.E.1/4 SEC.29, T.13N., R.8E., M.D.B.&M.
 Survey M.O.R. Bk. 5, Pg. 93
 Parcel M.O.R. Bk. 24, Pg. 12



Assessor's Map Bk.52 Pg 9
 County of Placer, Calif.
 NOTE
 Assessor's Book Numbers Shown in Circles
 Assessor's Parcel Numbers Shown in Rectangles
 JUL 1 71

NOTE
 This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or establish precedence over local ordinances. Official information concerning site or use of any parcel should be obtained from recorded documents and local governing agencies.

NOTE
 All distances on curved lines are chord measurements.
 11-14-2000
 02-04-2000
 Page Redrawn Per Base map Information

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 execution of the License Agreement, Licensee shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Licensee.
 2. The documentation shall state that coverage shall not be changed, cancelled, terminated, failed to be renewed or lapsed, except after thirty (30) days prior written notice has been given to PG&E.
 3. The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to PG&E's Land Agent as specified under Notices in the body of the License Agreement.
 4. PG&E may inspect the original policies or require complete certified copies, at any time.
 5. Licensee shall furnish PG&E the same evidence of insurance for Licensee's agents, consultants, contractors or subcontractors as PG&E requires of Licensee, prior to entry onto the Property by such parties.
-

Advice 4476-E

Attachment 2:
Legal Description and Drawing

EXHIBIT 'A'

#8557.001

**Auburn Airport
PG&E MONUMENT SIGN
APN 052-030-046**

LEGAL DESCRIPTION

Being a portion of the Lands of Pacific Gas and Electric Company (PG&E), said portion of Lands is shown on that map entitled "Record of Survey, Bell Rd., FAS S-1591 (1)", recorded in Book 17 of Surveys, at Page 27, Placer County Records, and located in the City of Auburn, County of Placer, State of California, more particularly described as follows:

BEGINNING at a point which is the northwest corner of the intersection of Bell Road and New Airport Road, as shown on said Record of Survey; thence leaving said POINT OF BEGINNING, along the northerly line of said Bell Road, South 86° 51' 11" West, a distance of 47.12 feet; thence leaving said westerly line, within said Lands of PG&E, the following two (2) courses and distances:

1. North 41° 46' 52" East, a distance of 18.17 feet;
2. North 86° 41' 02" East, a distance of 34.71 feet to a point on the westerly line of said New Airport Road, as shown on said Record of Survey;

Thence along said westerly line, South 01° 16' 02" East, a distance of 12.98 feet, more or less, to the POINT OF BEGINNING.

Containing 528 square feet or 0.01 acres, more or less.

See Exhibit "A-1", plat to accompany description, attached hereto and made a part hereof.

The Basis of Bearings for this description is the California State Plane Coordinate System, Zone 2, as measured between the California Department of Transportation monuments P-3 and P-4 on Highway 49, as stated on said map "Record of Survey, Bell Rd., FAS S-1591 (1)", Placer County Records. Said bearing being taken as South 13° 53' 55" East. Distances shown are ground based.

November 15, 2013

END OF DESCRIPTION

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA



J:\Jobs\8557_Auburn Airport Mapping\Auburn Airport Mapping-OA\Geomatics\docs\Descriptions\Sign Easement\Sign Esmt.doc

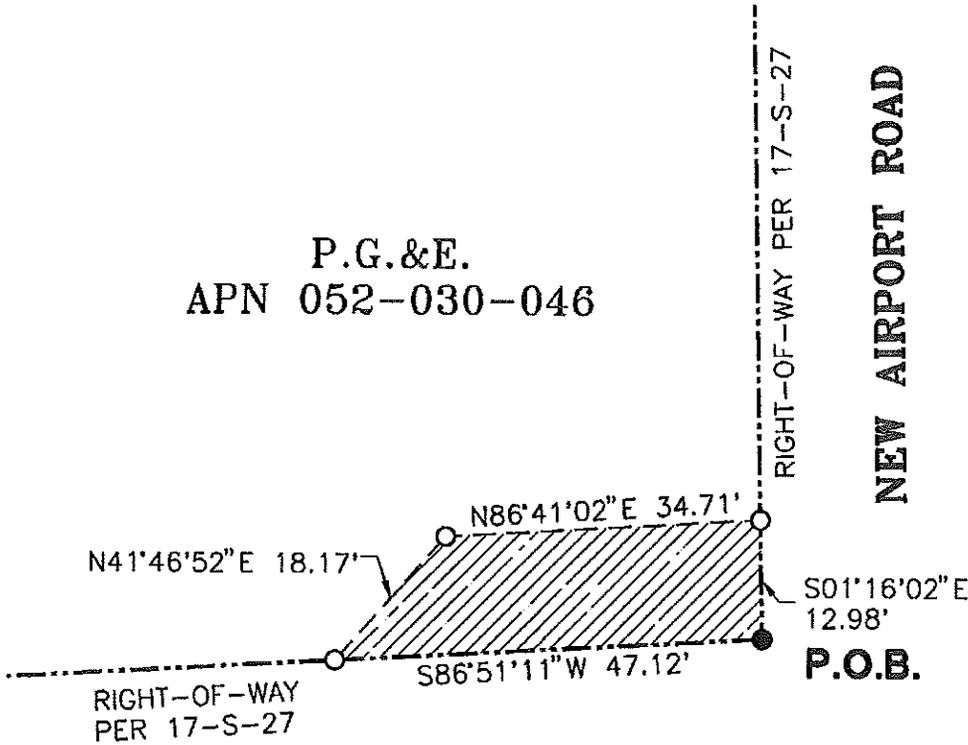
EXHIBIT A-1

PLAT TO ACCOMPANY
DESCRIPTION

AUBURN AIRPORT
PG&E MONUMENT SIGN
APN 052-030-046

CITY OF AUBURN / COUNTY OF PLACER / STATE OF CALIFORNIA

P.G.&E.
APN 052-030-046



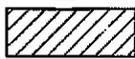
NEW AIRPORT ROAD

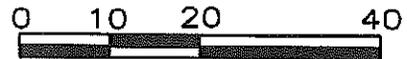
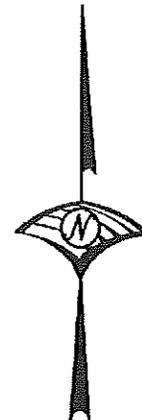
BELL ROAD



11/15/13

LEGEND

 PG&E MONUMENT SIGN
AREA = 528 SQ.FT.



SCALE 1"=20'

SEE DESCRIPTION FOR
COURSE INFORMATION

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING

9301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

Attachment 3:
Easement Cost Estimate
and Offer of Compensation

City of **Auburn**

1225 Lincoln Way, Auburn, CA 95603 • (530)823-4211 • FAX (530)885-5508
www.auburn.ca.gov

April 16, 2014

Ms. Rebecca Marsh
Pacific Gas & Electric Company
PG&E Land Agent
343 Sacramento Street
Auburn, CA 95603

Subject: Request for Easement over PG&E Property for the Auburn Airport Monument Sign at the Intersection of Bell Road and New Airport Road/Offer of Compensation

Dear Ms. Marsh,

The City of Auburn is requesting an easement over a portion of PG&E property to reconstruct an Auburn Municipal Airport Sign destroyed in a vehicle accident in early 2012. The proposed location of the sign has shifted from the original sign location due to proposed improvements to the intersection by Placer County. The site is relatively flat with grassy vegetation and is bounded by Bell Road to the south and New Airport Road to the east.

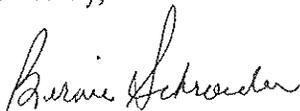
The proposed easement area consists of 528 square feet or 0.01 acres, more or less, with existing fence around a portion of the perimeter. The existing barbed wire fence is in fair condition. The fence will be reconstructed per the Proposed Auburn Municipal Airport Monument Relocation Plan attached dated June 18, 2013 by the City of Auburn. PG&E is in receipt of the plat and legal description of the proposed easement area. The City's California Environmental Quality Act (CEQA) findings are attached.

The City of Auburn realizes the value of easement acquisition area and is offering PG&E monetary compensation in the amount of \$500.

It is the City of Auburn's understanding that the entire submittal package (Offer of Compensation, CEQA findings, and plat and legal description) will be forwarded on to PG&E's legal department for review and approval prior to forwarding to California Public Utilities Commission (CPUC) for approval. It would be appreciated if this process can be expedited in any way.

If you have any questions regarding this matter, please contact me in the Public Works office at 1225 Lincoln Way in Auburn, by phone at (530) 823-4211 extension 144, or via email at bschroeder@auburn.ca.gov.

Sincerely,



Bernie Schroeder
Director of Public Works

cc: file

Airport Monument Sign - PG&E Easement Cost Estimate

12/26/2013

See attached printout for comparable property listings

Lot 0 Locksley Lane	0.23 acres	10,018.80 square feet	\$79,900.00	\$7.98 per square foot
Dry Creek Road and Highway 49	42.8 acres	1,864,368.00 square feet	\$1,284,000.00	\$0.69 per square foot

PG&E proposed easement size	539.15 square feet	@ \$7.98	\$4,299.73	@ \$0.69	\$371.32
assume 10% of the property value for an easement:		10%	\$429.97		\$37.13
		offer	\$500.00		

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Premium Listings - Receive Priority Placement

<p>North Auburn © 2013 Microsoft Corporation</p>	<div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px;"> <input checked="" type="checkbox"/> <p>Professional Plaza - Improved Office Bldg Pad Auburn, CA IMPROVED OFFICE BUILDING PAD \$1,100,000 Includes Permit. Prime center location next to Sutter Auburn Hospital. Pad completely ready for ... <i>did not use because of improvements</i></p> <p style="text-align: right;">\$1,100,000 1.10 AC Commercial/Other (land)</p> </div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px;"> <input type="checkbox"/> <p>Lot 0 Locksley Lane Auburn, CA Vacant view lot, zoned industrial. Fronts public maintained paved road with sidewalks</p> <p style="text-align: right;">\$79,900 0.23 AC Industrial (land)</p> </div> <div style="border: 1px solid #ccc; padding: 5px;"> <input type="checkbox"/> <p>Dry Creek Road and HWY 49 Auburn, CA 42.8 acres bordering Auburn Airport. Allowable uses for INP-DC zoning Manufacturing and Processing Uses, Retail Uses, Storage ...</p> <p style="text-align: right;">\$1,284,000 42.80 AC Commercial/Other (land)</p> </div>
--	--

Standard Listings

- Premium Subscriber Access Only.**
Auburn, CA

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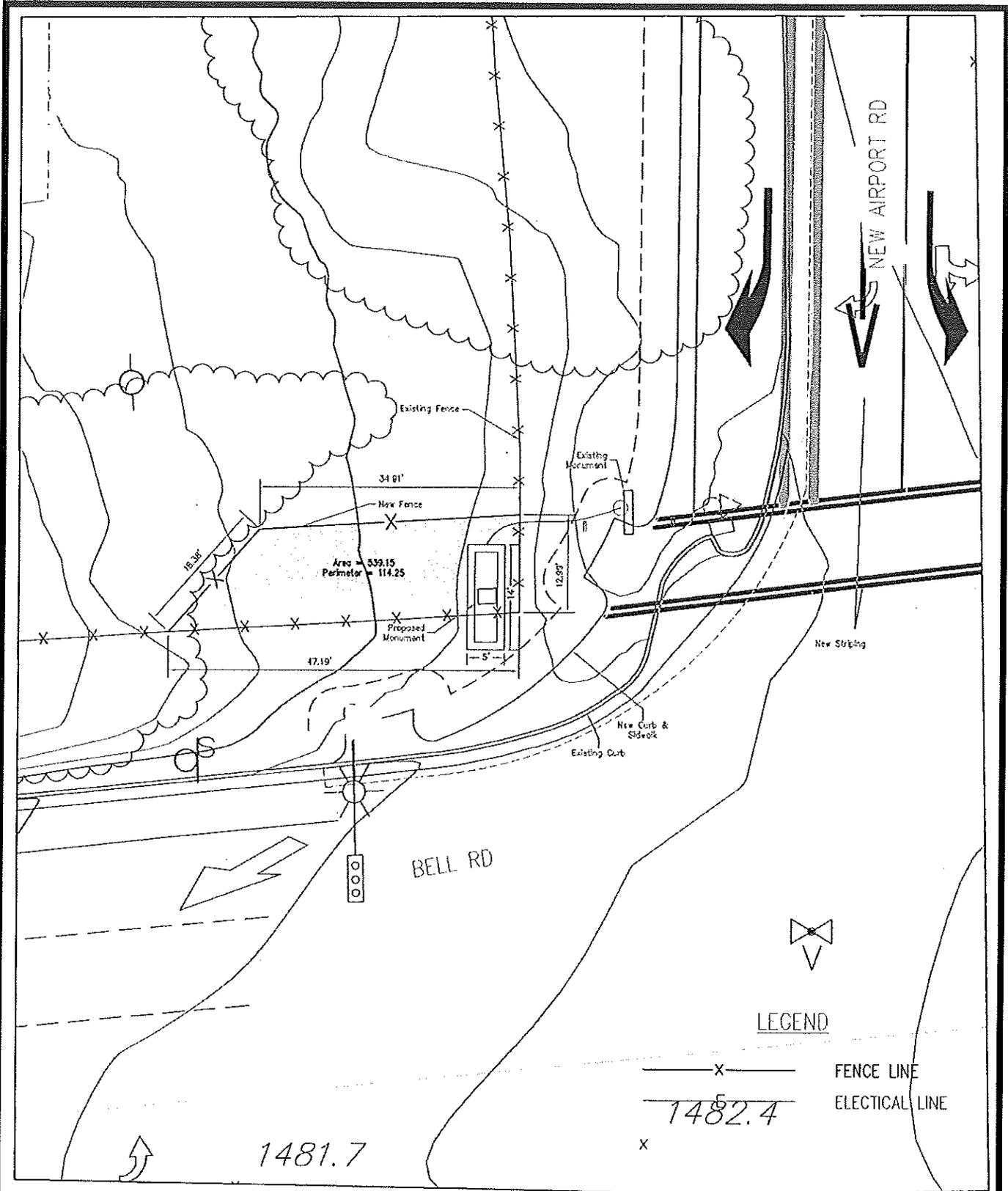
Proposed Location Of Auburn Airport Monument

APN	052-030-046-000
Address	12250 ROCK CREEK RD, AUBURN
Approx. Acres	188.42442067
Zoning	O
Community Plan Area	Auburn/Bowman Community Plan
Redevelopment	NORTH AUBURN
Fire District	PLACER COUNTY FPD
School District	AUBURN UNION SCHOOL DISTRICT
MAC Area	NORTH AUBURN MAC
Sphere of Influence	AUBURN
Airport Overflight	AUBURN OVERFLIGHT ZONE
Supervisor District	BOARD OF SUPERVISORS DIST 5



Legend

-  Selected Property
-  Streets
-  Parcels
-  Lakes
-  Placer County
-  City Limits
-  Counties

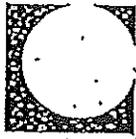


City of Auburn

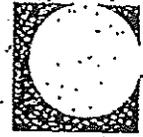
1225 Lincoln Way Rm 3
 Auburn, California 95603
 Phone (530) 823-4211
 Fax (530) 885-5508

SCALE: 1"=18"
 DATE: JUNE 18, 2013
 DRAWN: EH
 CHECKED: PD
 DWG NO: 13177PL1
 JOB NO: 13177

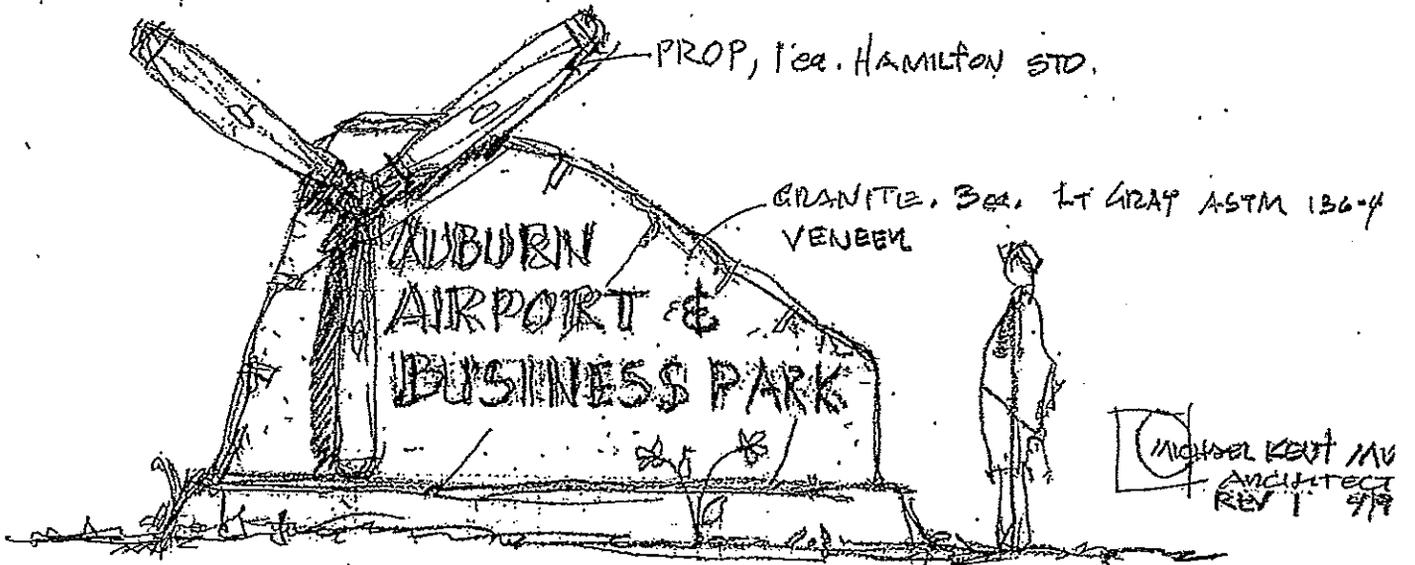
Proposed Auburn Municipal
 Airport Monument Relocation
 NEW AIRPORT & BELL RD
 PLACER COUNTY, CALIFORNIA



MICHAEL KENT MURPHY
ARCHITECT



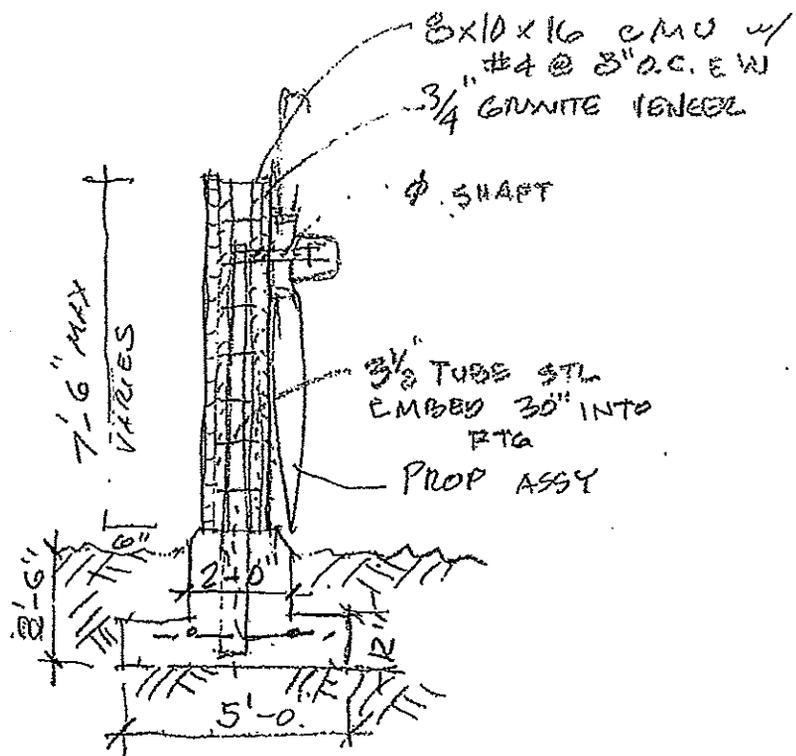
500 AUBURN FOLSOM ROAD, SUITE 100
AUBURN, CA 95603 •• 530-823-3379



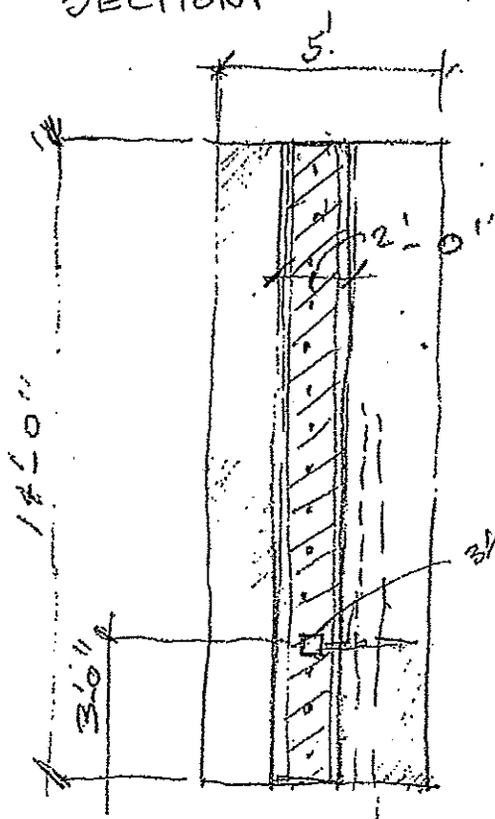
BUILDING DEPARTMENT
CITY OF AUBURN

APPROVED
THIS APPROVAL IS CONDITIONAL ONLY AND SHALL NOT RELIEVE THE OWNER OR CONTRACTOR OF FULL COMPLIANCE WITH ALL CODES, CONDITIONS, AND ADOPTED ORDINANCES.

DATE _____ PER # _____
PAGE _____ OF _____



SECTION.



FOUNDATION PLAN

Auburn Ampart
SIGN 3/18/13

Michael Rent Murphy
Architect INC.

BUILDING DEPARTMENT
CITY OF AUBURN

APPROVED
THIS APPROVAL IS CONDITIONAL ONLY AND SHALL NOT RELIEVE THE OWNER OR CONTRACTOR OF FULL COMPLIANCE WITH ALL CODES, CONDITIONS, AND ADOPTED ORDINANCES.

DATE _____ PER # _____
PAGE _____ OF _____



COUNTY OF PLACER ENCROACHMENT PERMIT-UTILITY

3091 County Center Drive
Auburn, CA 95603
(530) 889-7565

Location **NW CORNER OF BELL AND NEW AIRPORT**

Permit #: **DEPU 2013084**

Appl. Date: **04/11/13**

Job Descrip **AUBURN AIRPORT AND BUSINESS PARK**

OWNER INFORMATION

CITY OF AUBURN
1225 LINCOLN WAY

AUBURN CA 95603

APPLICANT INFORMATION

CITY OF AUBURN
1225 LINCOLN WAY

AUBURN CA 95603

Bus. Phone: 144
Home Phone: 530-823-4211

Comments **MONUMENT SIGN AUBURN AIRPORT AND BUSINESS PARK**

CALL 48 HOURS IN ADVANCE OF CONSTRUCTION: ~~X~~ (530) 889-7565 (530) 745-7558 (530) 581-6227

DECLARATIONS:

The County of Placer, State of California, having received an application therefore, hereby authorizes and grants revocable license to the owner/applicant of this permit to do the work, construction and/or otherwise encroach upon the right of way of County Roadway(s), as described above, in accordance with the Placer County Code Chapter 12 and the General Provisions of Encroachment. In the event the future improvements of the highway necessitates the relocation of such encroachment the permittee will relocate the same at his/her sole expense.

This permit shall be void unless the work herein contemplated shall have been completed before the expiration date. Permit approved subject to payment of fees and **CONDITION OF WORK** and is revocable at any time.

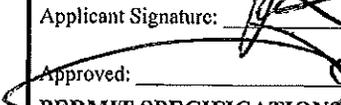
APPLICATION FOR ENCROACHMENT

I hereby apply for a permit to encroach on Placer County Right of Way and hereby agree to adhere to all Provisions of Encroachment stated in the General Provisions of Encroachment, all County Codes and Ordinances, Street and Highway Codes, Vehicle Codes and all special conditions placed on this permit if granted.

PERMIT SHALL BE PRESENT AT JOB SITE.

Applicant Signature: 

Date: **4/11/13**

Approved: 

Issued: **4/12/13**

Expires: **10/12/14**

PERMIT SPECIFICATIONS Excavation Access Rd Obstruction Imp. Plans Other

PN# CUP# DSA# PM# SUB# FF# UT#

- 1 Work to conform to approved Plans & Specifications.
- 2 Work to conform to Placer County General Specifications.
3. Work to conform to Placer County General Specifications Sections 19 and Plates U-26.1, U-26.2, U-29.
4. Backfill material to be _____.
5. Street crossings to be repaired within one week on encroachment.
6. Road crossings to be bored. If not possible, contact Inspector prior to construction.
7. Pole to be set behind ditchline.
- 8 All County Codes and Ordinances, Street and Highway Codes and Vehicle Codes are to be adhered to.
- 9 Traffic control per General Provision 12 & 13. **CANVAS STOPS**
10. Sawcut existing roadway surface 1 ft beyond all limits of excavation.
11. Pave excavated area with 3" AC over 8" AB, or match existing, whichever is greater.
12. Other requirements:

**NO MATERIALS OR EQUIPMENT TO BE STORED
ON COUNTY ROADWAYS OVERNIGHT.**

Advice 4476-E

Attachment 4:
Notice of Exemption

COUNTY RECORDER

Filing Requested by:

City of Auburn

Public Works Department

1225 Lincoln Way, Room 3

Address

Auburn, CA 95603

City, State, Zip

Notice of Exemption



To: Placer County Clerk
2954 Richardson Drive
Auburn, CA 95603

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Project Title: Auburn Airport and Business Park Monument Sign

Project Location: Northwest corner of Bell Road and New Airport Road (APN 052-030-046)

Project Description: The project involves the construction and placement of a 7.5-foot tall, 14-foot long, and 2-foot deep freestanding monument sign with a 3.5-foot deep by 14-foot long by 5-foot wide footing for the Auburn Airport and Business Park. The sign replaces an existing freestanding wood sign at the northwest corner of Bell Road and New Airport Road.

Name of Public Agency Approving Project: City of Auburn City Council (4/14/14)

Name of Person/Agency Carrying Out Project: Bernie Schroeder, Director of Public Works

Exempt Status: (check one)

- Ministerial (Section 21080(b)[1]:
- Declared Emergency (Section 21080(b)[2,3&4]:
- Historical Resource Section 21084.1
- Categorical Exemption: Section 15302 - Replacement or reconstruction**
- No Impact or other Statutory Exemptions. State Section number:

Reasons why project is exempt: Section 15302, consists of the following:

Replacement or reconstruction of operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

Lead Agency Contact Person: Bernie Schroeder, Director of Public Works

Telephone Number: (530) 823-4211 extension 144

Signature (Public Agency):

Bernie Schroeder

Date:

4/16/14

FILE # _____ FILE NAME _____
AUTHORIZED SIGNATURE _____

RECEIPT # _____
FEE STATUS _____

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

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