

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



Advice Letter 2807-G/2983-E

September 20, 2007

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

Subject: Relocation of Certain Gas and Electric Facilities from
PG&E Easement to County of San Joaquin Franchise
Area – Request for Approval under Section 851

Dear Mr. Cherry:

Advice Letter 2807-G/2983-E is effective May 24, 2007.

Sincerely,

A handwritten signature in black ink, appearing to read "S. H. Gallagher".

Sean H. Gallagher, Director
Energy Division



Brian K. Cherry
Vice President
Regulatory Relations

77 Beale Street, Room 1087
San Francisco, CA 94105

Mailing Address
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Pacific Gas and Electric Company
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February 13, 2007

Advice 2807-G/2983-E

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

**Subject: Relocation of Certain Gas and Electric Facilities from PG&E
Easement to County of San Joaquin Franchise Area – Request
for Approval under Section 851**

Purpose

At the request of Shea Mountain House, LLC ("Shea"), Pacific Gas and Electric Company ("PG&E") respectfully submits this filing requesting California Public Utilities Commission ("Commission" or "CPUC") approval under Public Utilities Code Section 851 to allow PG&E to 1) relocate certain existing overhead electric transmission facilities from a non-exclusive easement on private property to the public right of way within the County of San Joaquin ("County"), and 2) quitclaim a gas main easement and sell the accompanying gas main to Shea.

Background

Shea is one of the largest home builders in the country and in 1994 was chosen by the County to build the second phase of the County's Mountain House Community ("Mountain House") located 3½ miles west of Tracy in San Joaquin County. As part of its second phase design, Shea has requested that PG&E relocate its existing overhead electric transmission facilities ("Electric Facilities") and certain gas main pipeline facilities ("Gas Facilities") from a non-exclusive easement area to new locations within the public right of way.

The majority of the Electric Facilities will be relocated to a position along W. Byron Road in the community of Mountain House. A smaller portion of the transmission line will be relocated within a new non-exclusive easement to be granted by Shea. The relocation of the Facilities will accommodate the second phase ("Specific Plan II") of the Mountain House Master Plan to permit development of approximately

2,300 acres of the Mountain House Community which will include a mix of proposed residential, commercial, industrial, recreational, and open space land uses, K-8 schools, and public facilities (the "Development Area").

As more specifically described in the Relocation Agreement (Attachment 1), PG&E will relocate approximately 18,000 lineal feet of electric transmission overhead line commonly known as the Herdlyn-Balfour 60kV transmission line and related appurtenances from its existing position on private property as installed within four non-exclusive easements, to a new location within the public right of way located along W. Byron Road. A smaller portion of approximately 3500 feet of the relocated transmission line will be installed on private property within a non-exclusive easement to be granted by Shea. PG&E will secure a new non-exclusive easement from Shea to accommodate this portion of the relocated line from the take-off pole southerly to Byron Road, further described in Attachment 2. The remaining portion of the line will be located in Byron Road. The Electric Facilities installed within the public right of way along Byron Road shall be installed pursuant to a mutually-acceptable Joint Use Agreement to be entered into with the Mountain House Community Service District and San Joaquin County. The Joint Use Agreement will be generally in the form used by the State Department of Transportation (Caltrans) and provide that should the future use of the public right of way require a subsequent relocation or rearrangement of the Electric Facilities installed in the new location, the Community Service District and the County will reimburse PG&E for its costs incurred in complying with any governmental directive to relocate the Electric Facilities.

As part of the gas main deactivation project, PG&E will sever, cap-off and abandon in-place 11,075 feet of 6-inch steel gas main¹. PG&E will sell the abandoned pipeline to Shea and quitclaim the associated easements that run through the Specific Plan II Development Area. PG&E will provide gas service to Shea's new residential development in accordance with its line extension rules. The line extension contemplates that new gas facilities will be installed within the public right of way.² PG&E has the right to occupy the public right of way within the Specific Plan II Development Area under its franchise agreement with San Joaquin County and an Encroachment Agreement entered into with the Mountain House Community Service District. The existing gas main that is located outside the Specific Plan II Developed Area will later be reconnected to the new line extension facilities.

¹ An adjacent section of gas line was previously deactivated as indicated in Attachment 5.

² The gas main to be abandoned previously served three PG&E customers. Pursuant to private agreements between each these three customers and Shea, the customers have consented to a temporary discontinuance of their gas service to accommodate Shea's construction of the residential development. Shea has made arrangements with these customers to supply them with propane during its construction activities. PG&E and Shea will enter into an Agreement to Perform Tariff Schedule Related Work for the work associated with reconnecting these three customers to PG&E's gas system. The work will be performed after the new line extension to Shea's development has been installed.

The relocation of PG&E's Electric Facilities to the public right of way along Byron Highway will result in greater efficiency and cost savings because the Electric Facilities will be relocated alongside an existing road, providing PG&E superior accessibility to its Electric Facilities for operation and maintenance purposes. The relocation to public right of way will accommodate Shea's construction of its residential development by allowing Shea to maximize the full use of its property.

PG&E submits the facts of this transaction for Commission approval pursuant to Section 851. PG&E believes this transaction falls within the scope of the Section 851 Pilot Program advice letter process, because the activity proposed in the transaction will not require environmental review by the CPUC as a lead agency and will not have an adverse effect on the public interest.

In accordance with Resolution ALJ-186, Appendix B, Section III.B, 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	Kevin Peters
Andrew L. Niven	Senior Vice President and Managing
Peter Van Mieghem	Director – Shea Mountain House, LLC
Law Department	2580 Shea Center Drive
P.O. Box 7442	Livermore, CA 94551
San Francisco, CA 94120	Telephone: (925) 474-3653
Telephone: (415) 973-2902	Facsimile: (925) 245-8831
Facsimile: (415) 973-5520	Email: kevin.peters@sheahomes.com
Email: PPV1@pge.com	

David Sargent
Community Development Manager
2580 Shea Center Drive
Livermore, CA 94551
Telephone: (925) 474-245-3767
Facsimile: (925) 245-8831
Email: david.sargent@sheahomes.com

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

Mountain House is located in the southwest portion of unincorporated San Joaquin County, approximately 3½ miles west of the City of Tracy and just northeast of the intersection of Interstate 205 (I-205) and Interstate 580 (I-580).

Currently, PG&E's Electric Facilities and Gas Facilities run parallel to and between W. Byron Road to the south and the Old River to the north. The

Herdlyn-Balfour 60kV transmission line occupies a corridor area represented by four easements further identified by San Joaquin County Assessor's Parcel Number and address, both of which are provided in Attachment 3. The gas main currently occupies a corridor area represented by three easements further identified by San Joaquin County Assessor's Parcel Number and address, both of which are provided in Attachment 4. PG&E will quitclaim portions of the easements to Shea as necessary upon final design and installation of the relocated Facilities.

With the exception of PG&E's Facilities, the Development Area is currently undeveloped land.

(c) Intended Use of the Property:

The designed relocation of the Electric Facilities will begin where the existing Facilities intersect the Alameda/San Joaquin County line and be directed South within a new thirty (30) foot easement contiguous to the County line and ending at W. Byron Road. The Electric Facilities will then be placed within W. Byron Road, and PG&E will occupy the public right of way for the remaining portion of the relocated line under with a joint use agreement to be entered into with the Community Service District and the County. The relocated Electric Facilities will be installed on the north side contiguous to a railroad corridor and proceed southwesterly to Wicklund Road and then north to a tie-in point. Pursuant to the Agreement, PG&E will vacate portions of its non-exclusive easements and relocate its Electric Facilities to the public right of way within W. Byron Road. The former electric transmission corridor surface will be restored as nearly as practicable to a condition comparable to that which existed before installation of the Electric Facilities.

As part of the gas main deactivation project, PG&E will sever, cap-off and abandon in-place 11,075 feet of 6-inch steel gas main. PG&E will sell the abandoned pipeline to Shea and quitclaim the associated easements that run through the Specific Plan II Development Area. PG&E will provide gas service to Shea's new residential development in accordance with its line extension rules. The line extension contemplates that new gas facilities will be installed within the public right of way. PG&E has the right to occupy the public right of way within the Specific Plan II Development Area under its franchise agreement with San Joaquin County and an Encroachment Agreement entered into with the Mountain House Community Service District. The new line extension facilities will then tie back in to the existing 6-inch gas distribution main at the San Joaquin/Alameda County line. A map of the Development Area showing the abandoned gas main is attached hereto as Attachment 5 (as opposed to the map provided in Exhibit A to the Relocation Agreement, Attachment 1.)

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

Because the Facilities are currently located within a private easement, Shea Homes will reimburse PG&E for the full, actual cost of the relocation. The non-exclusive easement will be replaced in part by another non-exclusive easement granted by Shea over its private property, and by a joint use agreement with the Mountain House Community Service District and San Joaquin County relating to the Electric Facilities installed within Byron Road. The joint use agreement is generally modeled after the form of agreement used by Caltrans in cases where utility facilities originally installed by easement are relocated to another location within the Caltrans right of way to accommodate a highway project. The joint use agreement will provide PG&E an acceptable land right for maintaining the Electric Facilities within the public right of way. The joint use agreement will address the financial responsibility in the event that the local governmental agency orders the relocation of the Facilities, such as to accommodate any future change in the grade, alignment or width of Byron Road.

PG&E is not collecting any fees associated with the quitclaim of the gas and electric easements and will sell the associated gas main pipeline to Shea for the consideration of \$1.

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

Not applicable.

(f) Sufficient Information and Documentation (Including Environmental Review Information) To Indicate that All Criteria Set Forth in Section II(A) of Resolution ALJ-186 Are Satisfied:

PG&E has provided information in this advice letter to meet the eligibility criteria under the advice letter pilot program. Under the CEQA Checklist, the activity proposed in the transaction will not require independent environmental review by the CPUC because the County, acting as lead agency, has already performed CEQA review of the project. The proposed transaction will not have an adverse effect on the public interest. In fact, the proposed transaction will serve the public interest because the relocation of PG&E's Facilities into the Franchise provides for greater accessibility for maintenance and operations that would not otherwise be possible in a densely developed residential community. The proposed transaction meets the financial threshold of \$5 million.

(g) 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:

Concurrent with this advice letter filing, PG&E will be submitting to the Commission a separate advice letter providing its notice pursuant to General Order (G.O.) 131-D, Section XI, Subsection B.4, for the construction of the relocated Facilities that are exempt from a Permit to Construct.

(h) For Sales of Real Property and Depreciable Assets, the Advice Letter Shall Include the Original Cost, Present Book Value, and Present Fair Market Value, and a Detailed Description of How the Fair Market Value Was Determined (e.g., Appraisal):

The Original Cost of the pipeline is \$142,302. The pipeline to be sold to Shea is fully depreciated, and the Present Net Book Value is \$0. There will be no impact to ratebase as a result of the sale.

The Present Fair Market Value for the gas main was calculated by the Reproduction Cost New Less Depreciation (RCNLD) method at \$78,140. The appraisal Depreciation was based on Present-Worth, Remaining Life depreciation. Remaining life was computed based on the depreciation parameters stipulated by the Commission and the Present-Worth was computed at 8.79%.

(i) For Leases of Real Property, the Advice Letter Shall Include the Fair Market Rental Value, and a Detailed Description of How the Fair Market Rental Value Was Determined:

Not applicable

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

No additional information is readily available, other than what is already included with this filing.

(k) CEQA Checklist

Exemption

(1) Has the proposed transaction been found exempt from CEQA by a government agency?

This proposed transaction has not been found exempt from CEQA by a government agency.

(a) If yes, please attach notice of exemption. Please provide name of agency, date of exemption, and state clearinghouse number.

Not applicable.

(b) If no, does the applicant contend that the project is exempt from CEQA? If yes, please identify the specific exemption or exemptions that apply, citing to the applicable CEQA guideline(s).

Not applicable.

Prior or Subsequent CEQA review

(1) Has the project undergone CEQA review by another government agency? If yes, please identify the agency, the CEQA document that was prepared (EIR, MND, etc.) and its date, and provide one copy of any and all CEQA documents to the Director of the relevant Industry Division with a copy of the advice letter. Be prepared to provide additional copies upon request.

The San Joaquin County Community Development Department ("County Lead Agency") has conducted a comprehensive CEQA review of the Mountain House project, including the relocation of PG&E's facilities, in its 1994 Master Plan Environmental Impact Report ("1994 MEIR"), SCH #1994062024 and subsequent Mountain House Specific Plan II Initial Study, SCH #1990020776. On February 8, 2005, the County Lead Agency issued a Notice of Determination (NOD) that concluded:

(a) The 1994 Master Plan Environmental Impact Report ("1994 MEIR") continues to remain valid, and

(b) The project, consisting of General Plan Amendment No. PA-0400738, Master Plan Amendment No. PA-0400739, Specific Plan No. PA-0300362, Mountain House Development Title Amendment No. PA-0400740, and Development Agreement No. PA-0400741 is a project within the scope of the 1994 MEIR, based on the finding of the *Mountain House Specific Plan II Initial Study, SCH #1990020776* and the CEQA findings in Appendix 5 of the Specific Plan II Project Staff Report.

The 1994 MEIR identifies and addresses all the potential significant impacts of the project, including visual and biological resources, noise, air quality, public safety, and transportation. Although the County concluded that the Mountain House project will have a significant

impact on the environment in the areas of transportation, air quality, geology and biology, the County adopted a Statement of Overriding Considerations that found that these unavoidable significant impacts were offset by the benefits of the project. Moreover, in its 2005 NOD, the County found that the subsequent project revisions did not result in any additional significant impacts. A copy of the County's 2005 NOD and resolutions adopting the findings set forth in the NOD are included as Attachment 6. A copy of 1994 MEIR, the Mountain House Specific Plan II, the Mountain House Specific Plan II Initial Study, and the CEQA findings in Appendix 5 of the Specific Plan II Project Staff Report (see pages 237-243) are provided on compact disk as Attachment 7.

(2) Identify any aspects of the project or its environment that have changed since the issuance of the prior CEQA document.

No changes have occurred since issuance of the NOD on February 8, 2005.

(3) Identify and provide section and page numbers for the environmental impacts, mitigation measures, and findings in the prior CEQA document that relate to the approval sought from the CPUC.

The County Lead Agency's 1994 MEIR and the subsequent Specific Plan II Initial Study address the environmental impacts, mitigation measures, and findings of the Mountain House development project (which includes the relocation) and, as such, both documents generally relate to the approval sought here. Specific references to the transmission line include:

- SPII - Staff Report; Appendix 5, page 5
- SPII, Section 3; page 3-42 (discussion around project description)
- SPII, Section 5; page 5-51 (discussion around HCP)
- EIR, Section 4.1, page 4.1-3
- EIR, Section 4.4, page 4.4-38A to 4.4-40 (description of relocation)
- San Joaquin County Multi-Species Habitat Conservation & Open Space Plan: (see <http://www.sjcog.org/sections/habitat/sjmscp?key=5&id=150>)

(4) Does the project require approval by governmental agencies other than the CPUC? If so, please identify all such agencies, and the type of approval that is required from each agency.

There appear to be no other discretionary approvals required in order to relocate PG&E's electric and gas facilities for this project.

Need CEQA?

If no exemption is applicable, and no prior review has occurred, please identify what applicant believes is the correct level of CEQA review.

The County's environmental determination is final and conclusive on the Commission in the absence of circumstances not relevant here. (CEQA Guidelines, § 15050(c).) The Commission, as a Responsible Agency, must review and consider the environmental documents prepared by the County, but the Commission need not perform an independent CEQA review as part of this Section 851 review.

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 **March 15, 2007**, 30 days after the date of this filing. Protests should be mailed to:

CPUC Energy Division
Tariff Files, Room 4005
DMS Branch
505 Van Ness Avenue
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: jnj@cpuc.ca.gov and mas@cpuc.ca.gov

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

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

Brian K. Cherry
Vice President, 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

Effective Date

Pursuant to the review process outlined in Resolution ALJ-186, PG&E requests that this advice filing become effective on **March 30, 2007**, which is 45 calendar days after the date of filing.

Notice

In accordance with General Order 96-A, Section III, Paragraph G, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list. Documents identified below as included on a compact disc are available upon written request to: Pacific Gas and Electric Company, Regulatory Relations Department, Attention: Rose de la Torre, 77 Beale Street, Mail Code B10C, P.O. Box 770000, San Francisco, CA 94177 or email: PGETariffs@pge.com. Address changes to the General Order 96-A service list should be directed to Rose de la Torre at (415) 973-4716. Advice letter filings can also be accessed electronically at:

<http://www.pge.com/tariffs>



Vice President, Regulatory Relations

Attachments 1-7, (Attachment 7 on compact disk)

cc: Service List – Advice Letter 2807-G/2983-E

***** SERVICE LIST Advice 2807-G/2983-E *****
APPENDIX A

***** STATE EMPLOYEE *****

Peter V. Allen
Administrative Law Judge Division
505 VAN NESS AVE
San Francisco CA 94102 3298
(415) 703-1123
pva@cpuc.ca.gov

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Division Ratepayer Advocates
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bfs@cpuc.ca.gov

***** AGENCIES *****

Kerry Sullivan - Director
County of San Joaquin
Community Development Department
1810 E. Hazelton Ave.
Stockton, CA 95205
(209) 468-3124 Phone
(209) 468-3163 Fax

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

Kevin Peters
Senior Vice President and Managing Director
– Shea Mountain House, LLC
2580 Shea Center Drive
Livermore, CA 94551
Telephone: (925) 474-3653
Facsimile: (925) 245-8831
Email: kevin.peters@sheahomes.com

David Sargent
Community Development Manager
2580 Shea Center Drive
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Email:david.sargent@sheahomes.com

(END OF APPENDIX A)

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)**

Utility type: Contact Person: Bernard Lam
 ELC GAS Phone #: (415) 973-4878
 PLC HEAT WATER E-mail: bxmlc@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) #: **2807-G/2983-E**

Subject of AL: Relocation of Certain Gas and Electric Facilities from PG&E Easement to County of San Joaquin Franchise Area – Request for Approval under Section 851

Keywords (choose from CPUC listing): Section 851

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

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

ALJ-186

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: N/A

Summarize differences between the AL and the prior withdrawn or rejected AL¹: _____

Resolution Required? Yes No

Requested effective date: March 30, 2007 No. of tariff sheets: 0

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

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

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

Tariff schedules affected: N/A

Service affected and changes proposed¹: N/A

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

Protests and all other correspondence regarding this AL are due no later than 30 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

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

Pacific Gas and Electric Company
Attn: Brian K. 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 Discuss in AL if more space is needed.

Advice 2807-G/2983-E

Attachment 1

**AGREEMENT BETWEEN
PACIFIC GAS AND ELECTRIC COMPANY
AND
SHEA MOUNTAIN HOUSE, LLC
FOR RELOCATION OF
ELECTRICAL POWER TRANSMISSION LINE
TO ACCOMMODATE CONSTRUCTION OF THE
MOUNTAIN HOUSE DEVELOPMENT PROJECT
SAN JOAQUIN COUNTY**

This Agreement is entered into by and between SHEA MOUNTAIN HOUSE, LLC, a Delaware limited liability corporation, hereinafter called "SHEA", and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "PG&E."

All parties agree as follows:

1. Background

PG&E owns and maintains one 60 kV electric transmission line within a single, 30-foot wide right-of-way that currently crosses the site of Shea's proposed residential subdivision project in southwestern San Joaquin County in an east/west alignment. Shea's proposed residential subdivision project is within the Specific Plan II (Spii) area of the Mountain House Master Specific Plan approved by the Mountain House Community Services District. The line is known as the Herdlyn-Balfour 60 kV Line (referred to hereinafter as the "Facilities") and shown on the drawing attached hereto as **Exhibit A**. PG&E's Facilities will require relocation to accommodate Shea's construction of the residential subdivision project in the SPII area, commonly known as the Mountain House Development Project.

2. Tasks Required

This project shall require that PG&E relocate approximately 18,000 linear feet of the Herdlyn-Balfour transmission line to a new location in the vicinity of Byron Road. This portion of PG&E's transmission line is being relocated to allow construction of the Shea's Mountain House Development Project to proceed. This relocation will require removal of conductors along a corridor approximately 18,000 linear feet in length, removal of 62 power poles (numbered A01/45 through A05/107), the installation of 76 new power poles and associated anchors and guy wires, and installation of conductors along a corridor approximately 20,064 feet in length.

The transmission line is being relocated to a new easement location that will follow along the western boundary line of San Joaquin County to the northern boundary of Byron Road, and will then be located within the public right of way and continue along the northern boundary of Byron Road southeasterly to Wicklund Road. PG&E shall construct the power poles to accommodate the existing 12 kV distribution line that is currently maintained along the northern boundary of Byron Road.

The alignment of the existing transmission line and the route of the relocated Facilities are identified in **Exhibit A** to this Agreement. The relocated Facilities will connect to existing pole numbers A01/44 and A05/107.

3. Design and Planning

- 3.1 At the request of Shea, PG&E has prepared a Relocation Plan. The Relocation Plan divided the Relocation into manageable elements and each element includes the location, length, size and/or capacity, type, class, and pertinent operating conditions and design features of existing and proposed facilities, including any proposed changes to them; and the limits of right-of-way to be acquired on behalf of PG&E. (collectively, "Relocation Plan").
- 3.2 PG&E has submitted the Relocation Plan to Shea.
- 3.3 Shea has reviewed the Relocation Plan to determine whether the Relocation as designed by PG&E will clear the Facilities from the proposed Shea Development Project. By entering into this Agreement, Shea confirms its approval of the Relocation Plan.

4. Construction

- 4.1 Shea shall issue a written Notice To Owner instructing PG&E to proceed with the Relocation in accordance with the approved Relocation Plan. The issuance of the Notice To Owner shall obligate Shea to pay the actual cost of the Relocation reasonably incurred by PG&E.
- 4.2 Once Shea's Notice To Owner has been received, PG&E shall commence and diligently prosecute the Relocation to completion as nearly as possible in accordance with the Relocation Plan approved by Shea.
- 4.3 If at any time after Shea has issued its Notice to Owner with the Relocation, either party determines that it is necessary to deviate from the approved Relocation Plan, the party making the determination shall notify the other party. The parties shall agree upon the nature and scope of the deviation from the Relocation Plan. Among other things, Shea may request that PG&E provide for temporary Poles or additional poles along its existing transmission line to allow Shea to proceed with grading within PG&E's existing easement. Shea shall issue a Revised Notice to Owner describing the nature and scope of the deviation. The issuance of the Revised Notice to Owner shall obligate Shea to pay any additional actual cost incurred by PG&E as a result of the deviation. Within 10 days of parties' reaching agreement on the nature and scope of the deviation, PG&E shall provide Shea with an estimate of any additional actual cost it expects to incur as a result of the deviation. If Shea accepts this estimate, the project costs shall be increased by this amount.
- 4.5 During construction, PG&E shall comply with all applicable City, state and federal permit requirements for the Shea Development Project that relate to the Relocation. Shea shall provide PG&E with a copy of all such permit requirements. Shea shall

stake any areas where work is prohibited due to biological constraints which are proximate to the Relocation work

5. Compensation for Task

Shea shall pay PG&E, pursuant to Paragraph 6 (Payment Schedule) all of PG&E's actual costs reasonably incurred for relocating the Facilities. Within one hundred and eighty (180) days of completion of the work, PG&E shall determine the actual cost of relocating the Facilities, and shall provide Shea a final accounting. If the actual cost is greater than the total amount that has been paid by Shea, then PG&E shall bill Shea for the remaining amount, including interest determined pursuant to Section 35.19a of the Federal Energy Regulatory Commission's (FERC) Regulations, 18 CFR § 35.19a. If the actual cost is less than the total amount that has been paid by Shea, then PG&E shall pay Shea the difference, including interest determined pursuant to Section 35.19a of FERC's Regulations, 18 CFR § 35.19a.

6. Payment Schedule

The estimated costs of the Relocation of PG&E's facilities at the time of the preparation of this Agreement are shown in **Exhibit B**. Concurrently with providing Shea's Notice to Owner to start construction Shea shall pay PG&E One Million One Hundred Eighty-Seven Thousand Five Hundred Thirty One Dollars (\$1,187,531) which reflects the estimated cost of Relocation, including ITCC, with a credit for the engineering deposit in the amount of One Hundred Thousand Dollars (\$100,000) that was previously paid to PG&E for the costs incurred to develop the Relocation Plan. In the event Shea fails to make such payment, PG&E shall have no obligation to continue construction or to incur any expenses associated with this Agreement.

Payments shall be submitted to:

PG&E
Attn: Leo De Long
3480 Buskirk Avenue, Ste.150
Pleasant Hill CA 94523

Within one hundred and eighty (180) days of completion of the work, PG&E shall provide to Shea a final invoice that identifies the actual costs incurred by PG&E. If the total of actual costs exceed the total of estimated costs by more than 25%, the final invoice shall be accompanied by a written explanation for the deviation. If the final invoice shows that the actual costs and ITCC are less than 125% of the cost estimate, Shea shall pay the amount of the final invoice within thirty (30) days of receipt. If the final invoice shows that the actual costs and ITCC are more than 125% of the cost estimate and Shea is satisfied with the explanation provided by PG&E for the excess, Shea shall pay the amount of the final invoice within thirty (30) days of receipt. If the final invoice shows that the actual costs and ITCC are more than 125% of the Cost Estimate and Shea disputes the excess, Shea shall pay an amount that will bring its total payments to 125% of the cost estimate plus additional costs incurred as the result of a Revised Notice to Owner plus the applicable

ITCC. The payment of any amount in excess of this amount shall be subject to the dispute resolution provision of paragraph 15.

In no event shall either Party hereto, or any subcontractor engaged by either of them, be liable for indirect, special, incidental, consequential or exemplary damages, including but not limited to, the loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, down time costs, costs in excess of estimates, loss of opportunity, loss of data, loss of goodwill and/or claims of customers of the other Party for such damages, and each Party hereby releases each other Party therefrom.

7. Access

Shea hereby grants to PG&E, for the purposes of implementing this Agreement, the following:

- 7.1 The right to make such installation on Shea's premises along the route shown on the Relocation Plan with sufficient legal clearance from all structures now or hereafter erected on Shea's premises; and
- 7.2 The right of ingress and egress from Shea's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of the Facilities.

8. Rights-of-Way

Where formal rights of way or easements are required on or over property of Shea or the property of others for the installation of the Facilities, Shea agrees that Shea shall provide any necessary permanent rights of way or easements, satisfactory to and without cost to PG&E. Shea shall provide PG&E with the necessary easements for the relocated transmission lines. The Facilities installed within the public right of way along Byron Road shall be installed pursuant to a mutually-acceptable joint use agreement to be entered into with the Mountain House Community Service District and San Joaquin County.

9. Completion Schedule

PG&E shall use its best efforts to complete the relocation of the Facilities as agreed by the Parties as soon as reasonably practicable. Currently, it is anticipated that the relocation will be completed by August, 2007.

PG&E shall not be responsible for any delay in completion of the installation of the Facilities resulting from shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or regulatory agency, delay in obtaining necessary rights of way and easements, acts of God, delays resulting from PG&E's responsibility to coordinate certain electric interconnections with the California Independent System Operator Corporation or any other cause or condition beyond the control of PG&E, nor shall PG&E be liable for incidental, indirect, special, punitive, or consequential damages for any such delay. PG&E shall have the right, if for one of the above reasons it is unable to obtain materials or labor

for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction, hereunder resulting from such allocation shall be deemed to be a cause beyond PG&E's control. In any event, PG&E's total liability for any delay in the completion of the installation of the Facilities shall not exceed the amount of the estimated installation costs paid by Shea.

In the event that PG&E is prevented from completing the installation of the Facilities for reasons beyond its control after twelve (12) months following the date of this Agreement, amounts required to be paid by Shea hereunder shall be equitably adjusted to reflect actual costs then in effect. PG&E shall notify Shea of its estimate of the increased cost and any increase in the advance payment under Section 6. If Shea objects to the revised cost estimate, Shea and PG&E shall meet and attempt to resolve their disagreements in good faith. If Shea and PG&E cannot agree upon a revised cost estimate, then either Shea or PG&E may terminate this Agreement by notice to the other and the provisions of the Termination paragraph of this Agreement herein shall be applied to that portion of the Facilities then completed, if any. Shea also shall reimburse PG&E for any expenses it may have incurred for engineering, surveying, right of way acquisition and other work associated with that portion of the Facilities not installed.

10. Effective Date

This Agreement shall become effective when it is (i) executed by the parties hereto (ii) filed and accepted by FERC and (iii) final approval is obtained from the California Public Utilities Commission approving the transactions contemplated by this Agreement under Public Utilities Code section 851. Except as provided for herein, this Agreement shall remain in force until the ownership of the Facilities or any portion thereof is deeded to a public authority.

11. Termination

Except as provided in Section 9 above, this Agreement may only be terminated for cause and either party shall provide the other at least thirty (30) days' written notice of any default and an opportunity to cure before a party may give an effective notice of termination pursuant to this paragraph.

Upon termination of the Agreement for any reason:

11.1. Shea shall pay to PG&E on written demand (in addition to all other monies to which PG&E may be legally entitled by virtue of such termination) a Facility Termination Charge defined as the estimated installed cost, plus the estimated removal cost less the estimated salvage value for any Facilities which can be removed, all as determined by PG&E in accordance with its standard accounting practices. PG&E shall deduct from the Facility Termination Charge the payments made by Shea to PG&E under this Agreement; however, if the payments made by Shea to PG&E are greater than the Facility Termination Charge, PG&E shall refund the difference, without interest to Shea; and

- 11.2. PG&E shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Facilities located on Shea's premises; and
- 11.3. PG&E may, at its option, alter, rearrange, convey or retain in place any portion of the Facilities located on other property off Shea's premises. Where all or any portion of the Facilities located off Shea's premises are retained in place in anticipation of providing permanent service to customers of PG&E, an equitable adjustment shall be made in the Facility Termination Charge.

12. Ownership of Facilities

The Facilities under this Agreement shall at all times be the property of PG&E.

13. Jurisdiction

PG&E shall file this Agreement with FERC. This Agreement shall become effective when accepted for filing and permitted to become effective by the FERC.

This Agreement shall be subject to all of PG&E's tariffs, as applicable under federal law, on file with and authorized by FERC, and shall at all times be subject to such changes or modifications as FERC may direct from time to time in the exercise of its jurisdiction.

Nothing contained herein shall be construed as affecting in any way the right of PG&E to unilaterally make application to FERC for a change in rates under Section 205 of the Federal Power Act (FPA) and pursuant to FERC's Rules and Regulations promulgated thereunder; Shea shall have the right to protest and object to such proposed change in rates and otherwise to exercise any and all rights it may have with respect thereto, including its rights under Section 206 of the FPA. The term "rates" as used herein shall mean all rates, charges, terms and conditions contained in this Agreement. A change in rates may include, but is not limited to, changes in rates and charges and also may include changes in the underlying methodology by which such rates and charges are developed.

14. Transfer and Assignment

No transfer or assignment of either party's rights, benefits or duties under this Agreement shall be effective without the prior written consent of the other party, which consent shall not be withheld unreasonably; provided, however, that this paragraph shall not apply to interests that arise by reason of any deed of trust, mortgage, indenture or security agreement heretofore granted or executed by either party. No partial assignment of either party's rights, benefits or duties shall be permitted under this Agreement unless otherwise agreed to by the parties. Any successor to or transferee or assignee of the rights or obligations of a party, whether by voluntary transfer, judicial sale, foreclosure sale or otherwise, shall be subject to all terms and conditions of this Agreement to the same extent as though such successor, transferee, or assignee were an original party.

15. Taxes Resulting From Shea's Contribution of Facilities

Shea's liability for the Income Tax Component on Contribution ("ITCC") taxes under this Agreement shall equal the product of (i) the gross income realized by PG&E for income tax purposes with respect to the payments or property transfers made by Shea to PG&E under this Agreement for the construction of Facilities multiplied by (ii) the "Gross-up

Percentage" (as defined below). The "Gross-up Percentage" shall equal the gross-up percentage determined in accordance with "method 5," as described in CPUC Decision 87-09-026 for taxable contributions-in-aid-of-construction paid to PG&E in the year the Gross Income Amount is includable in PG&E's taxable income. The "Gross-up Percentage" shall be presumed to be the percentage set forth in PG&E's electric tariffs accepted by the CPUC for taxable contributions in aid of construction.

16. Integration

This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter of the Agreement and supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between Shea and PG&E, whether oral or written, and has been induced by no representations, statements or agreements other than those expressed herein. Neither Shea nor PG&E shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Agreement.

17. Counterparts

This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document. This Agreement may be executed and delivered by the exchange of electronic facsimile, PDF or other image file copies or counterparts of the signature page, which shall be considered the equivalent of ink signature pages for all purposes.

PACIFIC GAS AND ELECTRIC COMPANY

SHEA MOUNTAIN HOUSE, LLC

By: Shea Homes Limited Partnership
Its Manager

By: Mark T. de

By: _____

Senior Director,
Its: Project & Technical Support Its: _____

DATED: 2/12/07

By: _____

Its: _____

DATED: _____

Percentage" (as defined below). The "Gross-up Percentage" shall equal the gross-up percentage determined in accordance with "method 5," as described in CPUC Decision 87-09-026 for taxable contributions-in-aid-of-construction paid to PG&E in the year the Gross Income Amount is includable in PG&E's taxable income. The "Gross-up Percentage" shall be presumed to be the percentage set forth in PG&E's electric tariffs accepted by the CPUC for taxable contributions in aid of construction.

16. Integration

This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter of the Agreement and supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between Shea and PG&E, whether oral or written, and has been induced by no representations, statements or agreements other than those expressed herein. Neither Shea nor PG&E shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Agreement.

17. Counterparts

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PACIFIC GAS AND ELECTRIC COMPANY

SHEA MOUNTAIN HOUSE, LLC

By: Shea Homes Limited Partnership
Its Manager

By: _____

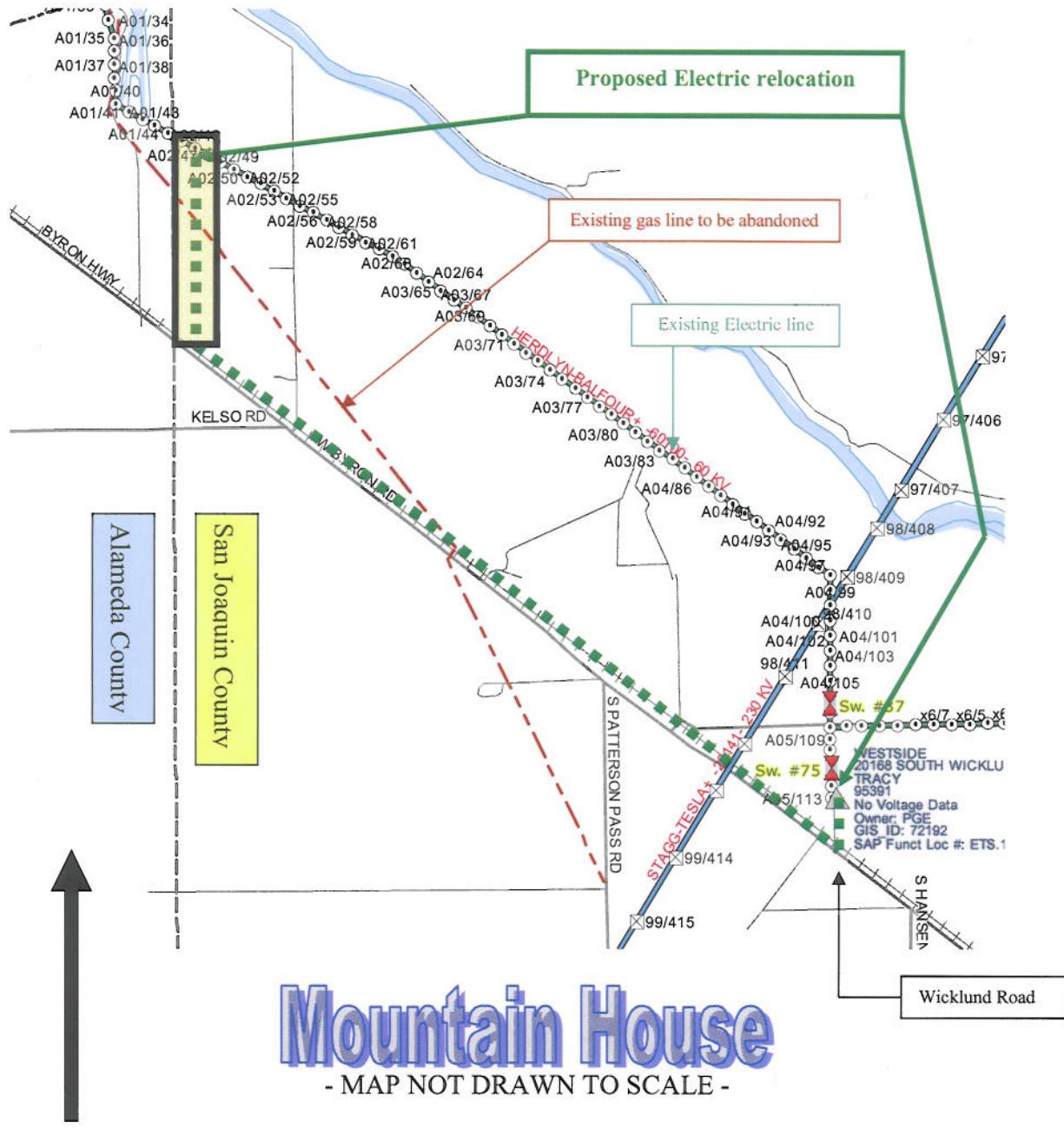
By: Y. D. P.

Its: _____

Its: Authorized Agent

DATED: _____

By: Christopher Johnson
Its: Authorized Agent
DATED: 2/10/07



LEGEND:

■■■■■ Relocated Electric Facilities

40 foot wide access and 30 foot wide electric easement along County Line

COST ESTIMATE, WEBER-HERDLYN 60kV POLE RELOCATION
February 5,2007

Labor	\$651,927
Material	\$288,964
Contract	\$25,000
sub-toal	\$965,891
less JP Credits	(\$5,047)
sub-total	\$960,844
34% ITCC Tax	\$326,687
Total Job Cost	\$1,287,531

Advice 2807-G/2983-E

Attachment 2

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
3480 Buskirk Avenue, Suite 150
Pleasant Hill, CA 94523
Attention: Leo De Long

Location: City/Uninc _____
Recording Fee \$ _____

Document Transfer Tax \$ _____

This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
 Computed on Full Value of Property Conveyed, or
 Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2202-04-0677

EASEMENT DEED

2007039 (22-06-036) 2 07 1
Herdlyn - Balfour 60 kV Relocation

MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California,

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, the receipt whereof is hereby acknowledged, hereby grants to PG&E the right to erect, construct, reconstruct, replace, remove, maintain and use a line of poles with such wires and cables as PG&E shall from time to time suspend therefrom for the transmission and distribution of electric energy, and for communication purposes, and all necessary and proper crossarms, guys, anchors and other appliances and fixtures for use in connection with said poles, wires and cables, together with a right of way, on, along and in all of the hereinafter described easement area situate in the unincorporated area of the County of San Joaquin, State of California, described as follows:

(APN 209-160-08)

The parcel of land conveyed by Roy A. Cunha and others to Mountain House Community Services District by deed dated February 2, 2005 and recorded as Recorder's Serial Number 2005-086246 in the Official Records of San Joaquin County.

Grantor further grants to PG&E:

(a) the right from time to time to trim and to cut down and clear away or otherwise destroy any and all trees and brush now or hereafter on said easement area which now or hereafter in the opinion of PG&E may be a hazard to the facilities installed hereunder by reason of the danger of falling thereon, or may interfere with the exercise of PG&E's rights hereunder; provided, however, that all trees which PG&E is hereby authorized to cut and remove, if

valuable for timber or wood, shall continue to be the property of Grantor, but all branches, brush, and refuse wood shall be burned, removed, or chipped and scattered by PG&E;

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

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

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

PG&E hereby covenants and agrees:

(a) not to fence said easement area; and

(b) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use said easement area for purposes which will not interfere with PG&E's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground cover in said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

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

Dated _____, 20_____.

MOUNTAIN HOUSE COMMUNITY SERVICES
DISTRICT

By _____

By _____

DO NOT RECORD THIS PAGE

Attach to LD 2202-04-0677

Area 5, San Joaquin Valley Region, Stockton Division

Land Service Office: San Francisco

Operating Department: Electric Transmission

T2S, R4E, MDM

Sec 3, S2ofSW4

Sec 10, N2ofNW4

FERC License Number: NA

PG&E Drawing Number: Z-0749, Sheet 5

Plat No.:

LD of any affected documents: NA

LD of any Cross-referenced documents: NA

TYPE OF INTEREST: 3, 6, 42

SBE Parcel Number: NA

(For Quitclaims, % being quitclaimed): NA

Order: 30501554

JCN: 22-06-036

County: San Joaquin

Utility Notice Numbers: NA

851 Approval Application No. _____, Decision _____

Prepared By: TEP

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
3480 Buskirk Avenue, Suite 150
Pleasant Hill, CA 94523
Attention: Leo De Long

Location: City/Uninc _____
Recording Fee \$ _____

Document Transfer Tax \$ _____

This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
 Computed on Full Value of Property Conveyed, or
 Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2201-04-0263

EASEMENT DEED

2007036 (22-06-036) 2 07 1
Herdlyn - Balfour 60 kV Relocation

SHEA MOUNTAIN HOUSE, LLC, a Delaware limited liability company,

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, the receipt whereof is hereby acknowledged, hereby grants to PG&E the right to erect, construct, reconstruct, replace, remove, maintain and use a line of poles with such wires and cables as PG&E shall from time to time suspend therefrom for the transmission and distribution of electric energy, and for communication purposes, and all necessary and proper crossarms, guys, anchors and other appliances and fixtures for use in connection with said poles, wires and cables, together with a right of way, on, along and in all of the hereinafter described easement area lying within Grantor's lands which are situate in the unincorporated area of the County of San Joaquin, State of California, and are described as follows:

(APN 209-030-18)

A strip of land of the uniform width of 40 feet lying contiguous to and easterly of the westerly boundary line of the strip of land described in EXHIBIT A attached hereto and made a part hereof, and extending from the southwesterly boundary line of PARCEL "B", as said PARCEL "B" is shown upon the parcel map filed for record July 21, 1983 in Book 12 of Parcel Maps at page 40, San Joaquin County Records, northerly 3,337.73 feet to the northerly boundary line of the strip of land described in said EXHIBIT A and its easterly prolongation; being a portion said PARCEL "B" and of the parcel of land described and designated PARCEL THREE in the deed from Trimark Communities, LLC, to Shea Mountain House, LLC, dated May 10, 2005 and recorded as Recorder's Serial Number 2005-115427 in the Official Records of San Joaquin County.

The aforesaid easement area is described as follows:

The strip of land described in Sheets 1 and 2 of said EXHIBIT A and shown on Sheet 3 of said EXHIBIT A.

Grantor further grants to PG&E:

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

(b) the right from time to time to trim and to cut down and clear away or otherwise destroy any and all trees and brush now or hereafter on said easement area and to trim and to cut down and clear away any trees on either side of said easement area which now or hereafter in the opinion of PG&E may be a hazard to the facilities installed hereunder by reason of the danger of falling thereon, or may interfere with the exercise of PG&E's rights hereunder; provided, however, that all trees which PG&E is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Grantor, but all branches, brush, and refuse wood shall be burned, removed, or chipped and scattered by PG&E;

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

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

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

PG&E hereby covenants and agrees:

(a) not to fence said easement area;

(b) to repair any damage it shall do to Grantor's private roads or lanes on said lands; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use said easement area for purposes which will not interfere with PG&E's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground cover in said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

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

Dated _____, 20_____.

SHEA MOUNTAIN HOUSE, LLC,
a Delaware limited liability company

By _____

By _____

Area 5, San Joaquin Valley Region, Stockton Division
Land Service Office: San Francisco
Operating Department: Electric Transmission
T1S, R4E, MDB&M
Sec 32, W2ofE2
FERC License Number(s): NA
PG&E Drawing Number(s): Z-0749, Sheets 1 & 2, 26790
PLAT NO.:
LD of any affected documents: 2201-04-0059
LD of any Cross-referenced documents: NA
TYPE OF INTEREST: 3, 6, 42
SBE Parcel Number: NA
(For Quitclaims, % being quitclaimed): NA
Order #: 30501554
JCN: 22-06-036
County: San Joaquin
Utility Notice Numbers: NA
851 Approval Application No._____, Decision_____
Prepared By: TEP

JANUARY 22, 2007
JOB NO.: 673-51

LEGAL DESCRIPTION
30' PACIFIC GAS & ELECTRIC EASEMENT (60 KV LINE)
APN 209-030-18
MOUNTAIN HOUSE
SAN JOAQUIN COUNTY, CALIFORNIA

REAL PROPERTY, SITUATE IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL B, AS SAID PARCEL B IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP RECORDED, JULY 21, 1983, IN BOOK 12 OF PARCEL MAPS AT PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERN LINE OF SAID PARCEL B, SAID POINT BEING THE SOUTHEASTERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS, "SOUTH 51°59'15" EAST 1,185.96 FEET;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID SOUTHWESTERN LINE, NORTH 51°15'35" WEST (THE BEARING OF SAID SOUTHWESTERN LINE BEING TAKEN AS NORTH 51°15'35" WEST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 470.34 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION, SAID POINT OF BEGINNING BEING A POINT ON THE ALAMEDA COUNTY AND SAN JOAQUIN COUNTY LINE, AS SAID COUNTY LINE IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY RECORDED AUGUST 1, 1972, IN BOOK 23 OF SURVEYS AT PAGE 1, IN SAID OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID COUNTY LINE, NORTH 01°06'11" EAST 3,337.73 FEET;

THENCE, LEAVING SAID COUNTY LINE, SOUTH 88°53'49" EAST 30.00 FEET;

THENCE, ALONG A LINE PARALLEL WITH, AND THIRTY (30.00) FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID COUNTY LINE, SOUTH 01°06'11" WEST 3,360.87 FEET TO A POINT ON SAID SOUTHWESTERN LINE OF PARCEL B;

THENCE, ALONG SAID SOUTHWESTERN LINE, NORTH 51°15'35" WEST 37.88 FEET TO SAID POINT OF BEGINNING;

CONTAINING 2.31 ACRES OF LAND, MORE OR LESS.

RECEIVED

JAN 24 2007

EXHIBIT A
PAGE 1 OF 3

PRECISION PLANNING

LEGAL DESCRIPTION

30' PG&E EASEMENT (60 KV LINE)

JANUARY 22, 2007
JOB NO.: 673-51

COURSES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3. DISTANCES SHOWN ARE GRID DISTANCES. TO OBTAIN GROUND DISTANCE DIVIDE GRID DISTANCE BY THE COMBINED SCALE FACTOR OF 0.999993260 CALCULATED AT THE GEODETIC COORDINATES OF CONTROL POINT "MH1", AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED APRIL 14, 2004 IN BOOK 35 OF SURVEYS, AT PAGE 129, SAN JOAQUIN COUNTY RECORDS.

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

END OF DESCRIPTION



Paul Kittredge
PAUL KITTREDGE, L.S.
L.S. NO. 5790
EXPIRES: JUNE 30, 2008

EXHIBIT A
PAGE 2 OF 3

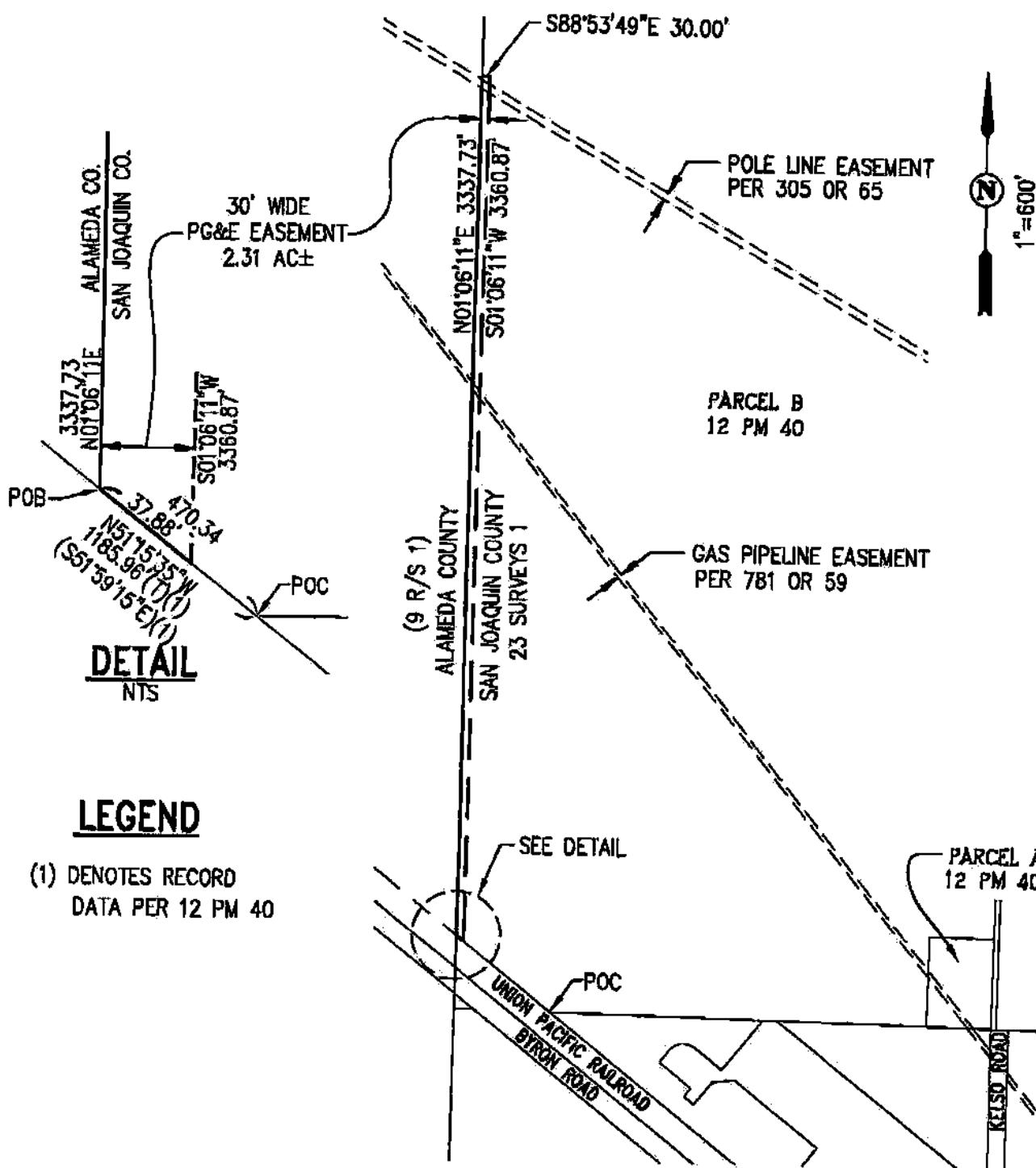


EXHIBIT A

MOUNTAIN HOUSE
30' PACIFIC GAS & ELECTRIC EASEMENT (60 KV LINE)
APN 209-030-18
SAN JOAQUIN COUNTY, CALIFORNIA
DATE: JANUARY 22, 2007

PAGE 3 OF 3

Carlson, Barbee, & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS

6111 BOLLINGER CANYON ROAD, SUITE 150 SAN RAMON CALIFORNIA 94583

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

Advice 2807-G/2983-E

Attachment 3

AFTER RECORDING, RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Department
3480 Buskirk Avenue, Ste.150
Pleasant Hill, CA 94523
Attn: Leo De Long

Location: City/Uninc _____
Recording Fee _____
Document Transfer Tax \$ _____
[] Computed on Full Value of Property Conveyed, or
[] Computed on Full Value Less Liens & Encumbrances
Remaining at Time of Sale.

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

(APN 209-030-003)

QUITCLAIM DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, hereby quitclaims to Henry Lindemann and Bertha A. Lindemann, husband and wife and their respective successors in interest as they appear of record, the real property, situate in the unincorporated area of the County of San Joaquin, State of California, described as follows:

The rights granted by Henry Lindemann and Bertha A. Lindemann, husband and wife to Sierra and San Francisco Power Company, PG&E's predecessor in interest, in the deed dated October 16, 1929 and recorded in Volume 292 of Official Records at page 441, San Joaquin County Records.

The real property hereby quitclaimed is no longer necessary or useful to PG&E in the performance by it of its duties to the public.

Dated _____, 2007.

PACIFIC GAS AND ELECTRIC COMPANY

By _____
Thomas C. Wilson,
Director,
Technical and Land Services

Stockton Division

Stockton Land Service Office

Electric Transmission

(T.1S. R.4E. MDM)

(Section 33, SE1/4)

FERC License Number(s) N/A

PG&E Drawing Numbers 26788

LD of any affected documents: 2201-04-0064

LD of any Cross-referenced documents: N/A

TYPE OF INTEREST: 3, 11q, 42

SBE Parcel Number N/A

% Quitclaims: 100 %

PM #:30501554

• JCN: N/A

• County: San Joaquin

• Utility Notice Numbers N/A

• 851 Approval Application No._Decision

• Prepared By: LRD1

• Checked By:

• Revision Number (if applicable)

AFTER RECORDING, RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Department
3480 Buskirk Avenue, Ste.150
Pleasant Hill, CA 94523
Attn: Leo De Long

Location: City/Uninc _____
Recording Fee _____
Document Transfer Tax \$ _____
[] Computed on Full Value of Property Conveyed, or
[] Computed on Full Value Less Liens & Encumbrances
Remaining at Time of Sale.

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

(APN 209-030-003)

QUITCLAIM DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, hereby quitclaims to Eugene H. Stevenson and Evelyn M. Stevenson, husband and wife and their respective successors in interest as they appear of record, the real property, situate in the unincorporated area of the County of San Joaquin, State of California, described as follows:

The rights granted by Eugene H. Stevenson and Evelyn M. Stevenson, husband and wife to Sierra and San Francisco Power Company, PG&E's predecessor in interest, in the deed dated November 2, 1929 and recorded in Volume 308 of Official Records at page 179, San Joaquin County Records.

The real property hereby quitclaimed is no longer necessary or useful to PG&E in the performance by it of its duties to the public.

Dated _____, 2007.

PACIFIC GAS AND ELECTRIC COMPANY

By _____
Thomas C. Wilson,
Director,
Technical and Land Services

Area 5,
Stockton Division
Stockton Land Service Office
Electric Transmission
(T.1S. R.4E. MDM)
(Section 33, NW1/4 & SW1/4)
FERC License Number(s) N/A
PG&E Drawing Numbers: 26789
LD of any affected documents: 2201-04-0044
LD of any Cross-referenced documents: N/A
TYPE OF INTEREST: 3, 11q, 42
SBE Parcel Number N/A
% Quitclaims: 100 %
PM #:30501554
• JCN: N/A
• County: San Joaquin
• Utility Notice Numbers N/A
• 851 Approval Application No._Decision
• Prepared By: LRD1
• Checked By:
• Revision Number (if applicable)

AFTER RECORDING, RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Department
3480 Buskirk Avenue, Ste.150
Pleasant Hill, CA 94523
Attn: Leo De Long

Location: City/Uninc _____
Recording Fee _____
Document Transfer Tax \$ _____
[] Computed on Full Value of Property Conveyed, or
[] Computed on Full Value Less Liens & Encumbrances
Remaining at Time of Sale.

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

(APN 209-030-018)

QUITCLAIM DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, hereby quitclaims to **Mary Mohr Brown and her respective successors in interest as they appear of record**, the real property, situate in the unincorporated area of the County of San Joaquin, State of California, described as follows:

The rights granted by Mary Mohr Brown to Sierra and San Francisco Power Company, PG&E's predecessor in interest, in the deed dated October 16, 1929 and recorded in Volume 305 of Official Records at page 65, San Joaquin County Records, excepting therefrom that portion of said rights lying outside of San Joaquin County.

The real property hereby quitclaimed is no longer necessary or useful to PG&E in the performance by it of its duties to the public.

Dated _____, 2007.

PACIFIC GAS AND ELECTRIC COMPANY

By _____
Thomas C. Wilson,
Director,
Technical and Land Services

Area 5,
Stockton Division
Stockton Land Service Office
Electric Transmission
(T.1S. R.4E. MDM)
(Section 32, NE1/4)
FERC License Number(s) N/A
PG&E Drawing Numbers 26790 & 26789
LD of any affected documents: 2201-04-0059
LD of any Cross-referenced documents: N/A
TYPE OF INTEREST: 3, 11q, 42
SBE Parcel Number N/A
% Quitclaims: 100 %
PM #:30501554
• JCN: N/A
• County: San Joaquin
• Utility Notice Numbers N/A
• 851 Approval Application No._Decision
• Prepared By: LRD1
• Checked By:
• Revision Number (if applicable)

AFTER RECORDING, RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Department
3480 Buskirk Avenue, Ste.150
Pleasant Hill, CA 94523
Attn: Leo De Long

Location: City/Uninc _____
Recording Fee _____
Document Transfer Tax \$ _____
[] Computed on Full Value of Property Conveyed, or
[] Computed on Full Value Less Liens & Encumbrances
Remaining at Time of Sale.

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

(APN 209-170-002)

QUITCLAIM DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, hereby quitclaims to Lusitanian-American Development Company and their respective successors in interest as they appear of record, the real property, situate in the unincorporated area of the County of San Joaquin, State of California, described as follows:

The rights granted by Lusitanian-American Development Company to Sierra and San Francisco Power Company, PG&E's predecessor in interest, in the deed dated October 25, 1929 and recorded in Volume 292 of Official Records at page 462, San Joaquin County Records.

The real property hereby quitclaimed is no longer necessary or useful to PG&E in the performance by it of its duties to the public.

Dated _____, 2007.

PACIFIC GAS AND ELECTRIC COMPANY

By _____
Thomas C. Wilson,
Director,
Technical and Land Services

Area 5,
Stockton Division
Stockton Land Service Office
Electric Transmission
(T.2S. R.4E. MDM)
(Section 03, NW1/4 & NE1/4)
FERC License Number(s) N/A
PG&E Drawing Numbers: 26788 & 26787
LD of any affected documents: 2201-04-0070
LD of any Cross-referenced documents: N/A
TYPE OF INTEREST: 3, 11q, 42
SBE Parcel Number N/A
% Quitclaims: 100 %
PM #:30501554
• JCN: N/A
• County: San Joaquin
• Utility Notice Numbers N/A
• 851 Approval Application No._Decision
• Prepared By: LRD1
• Checked By:
• Revision Number (if applicable)

Advice 2807-G/2983-E

Attachment 4

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Services
4040 West Lane
Stockton, California 95204

Location: City/Uninc _____
 Recording Fee \$ _____

Document Transfer Tax \$ _____

[] This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
 [] Computed on Full Value of Property Conveyed, or
 [] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

(SPACE ABOVE FOR RECORDER'S USE ONLY)

 Signature of declarant or agent determining tax

LD 2201-04-0262

QUITCLAIM DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, hereby quitclaims to William Lammers and Margaret E. Lammers, his wife, and their respective successors in interest as they appear of record, hereinafter called second party, the real property, situate in the County of San Joaquin, State of California, described as follows:

(APN 209-030-024)

The rights granted by William Lammers and Margaret E. Lammers, his wife, to Standard Oil Company of California a corporation and Natural Gas Corporation of California, predecessors in interest of Pacific Gas and Electric Company, by deed dated April 11, 1942 and recorded in Volume 781 of Official Records at page 58, San Joaquin County Records.

Second party assumes the entire responsibility and liability for and will protect, indemnify and hold harmless PG&E, its officers, agents, and employees from and against any and all losses, expenses, demands and claims made against PG&E, its officers, agents, and employees by any person or entity because of any injury or illness or alleged injury or illness, including death or property damage, actual or alleged, whether caused by the sole negligence of PG&E or the concurrent negligence of PG&E with second party arising out of or resulting from or in any way connected with the operation, maintenance, possession, use, transportation or disposition of the pipeline facilities located within said easement dated April 11, 1942, including that caused by hazardous materials on or in them. Second party agrees to defend any suit, action or cause of action brought against PG&E, its officers, agents, and employees, based on any alleged injury, illness or damage covered by this indemnity and to pay all damages, costs and expenses, including attorney's fees connected therewith resulting therefrom.

As consideration for granting this quitclaim deed, second party hereby acknowledges that they have purchased, by Bill of Sale dated _____, all rights and interests of the

pipeline facilities located within said easement being quitclaimed by PG&E to second party. All costs associated with the removal and disposal of said pipeline facilities shall be at the sole expense of second party.

The real property hereby quitclaimed is no longer necessary or useful to PG&E in the performance by it of its duties to the public.

The parties hereto have executed this agreement this _____ day of _____, 20____.

PACIFIC GAS AND ELECTRIC COMPANY

By _____
Thomas C. Wilson
Director, Technical and Land Services

SECOND PARTY:

Area 5,

Stockton Division

Stockton Land Service Office

Gas Transmission

Gas Distribution

(T.1S. R.4E. MDM)

(Section 32, S1/2 of SE 1/4) and

(FERC License Number(s) N/A

PG&E Drawing Numbers: 384298

LD of any affected documents: 2201-04-0229

LD of any Cross-referenced documents: 2101-05-0257

TYPE OF INTEREST: 5, 11q, 52, 53

SBE Parcel Number N/A

% Quitclaims: 100%

PM #:

- JCN: N/A
- County: San Joaquin
- Utility Notice Numbers N/A
- 851 Approval Application No. Decision -TBD
- Prepared By: CXAK
- Checked By: PMSK
- Revision Number (if applicable)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Energy Delivery
4040 West Lane
Stockton, California 95204

Location: City/Uninc _____
 Recording Fee \$ _____

Document Transfer Tax \$ _____

This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
 Computed on Full Value of Property Conveyed, or
 Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

(SPACE ABOVE FOR RECORDER'S USE ONLY)

 Signature of declarant or agent determining tax**LD 2201-04-0260****QUITCLAIM DEED**

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, hereby quitclaims to Mary Mohr Brown and her respective successors in interest as they appear of record, hereinafter called second party, the real property, situate in the County of San Joaquin, State of California, described as follows:

(APN 209-030-018, 019 and 209-040-014, 015, 017 and 209-050-009 and 254-030-006, 002)

The rights granted by Mary Mohr Brown, also know as Mary Brown, to Standard Oil Company of California a corporation and Natural Gas Corporation of California, predecessors in interest of Pacific Gas and Electric Company, by deed dated April 10, 1942 and recorded in Volume 781 of Official Records at page 59, San Joaquin County Records, and therein designated PARCEL I and PARCEL II; excepting therefrom the portion thereof lying within the County of Alameda, State of California.

Second party assumes the entire responsibility and liability for and will protect, indemnify and hold harmless PG&E, its officers, agents, and employees from and against any and all losses, expenses, demands and claims made against PG&E, its officers, agents, and employees by any person or entity because of any injury or illness or alleged injury or illness, including death or property damage, actual or alleged, whether caused by the sole negligence of PG&E or the concurrent negligence of PG&E with second party arising out of or resulting from or in any way connected with the operation, maintenance, possession, use, transportation or disposition of the pipeline facilities located within said easement dated April 10, 1942, including that caused by hazardous materials on or in them. Second party agrees to defend any suit, action or cause of action brought against PG&E, its officers, agents, and employees, based on any alleged injury,

illness or damage covered by this indemnity and to pay all damages, costs and expenses, including attorney's fees connected therewith resulting therefrom.

As consideration for granting this quitclaim deed, second party hereby acknowledges that they have purchased, by Bill of Sale dated _____, all rights and interests of the pipeline facilities located within said easement being quitclaimed by PG&E to second party. All costs associated with the removal and disposal of said pipeline facilities shall be at the sole expense of second party.

The real property hereby quitclaimed is no longer necessary or useful to PG&E in the performance by it of its duties to the public.

The parties hereto have executed this agreement this _____ day of _____, 20____.

PACIFIC GAS AND ELECTRIC COMPANY

By _____
Thomas C. Wilson
Director, Technical and Land Services

SECOND PARTY:

Area 5,
Stockton Division
Stockton Land Services Office
Gas Transmission
Gas Distribution
(T.1S. R.4E. MDM)
(Section 32, NW1/4 & SW1/4)
and (T.2S. R4E.MDM)
(Section 4, E ½)
FERC License Number(s) N/A
PG&E Drawing Numbers: 384298
LD of any affected documents: 2201-04-0227
LD of any Cross-referenced documents: 2101-05-0257 (transfer)
TYPE OF INTEREST: 5, 11q, 52, 53
SBE Parcel Number N/A
% Quitclaims: 95 %
PM #:
• JCN: N/A
• County: San Joaquin
• Utility Notice Numbers N/A
• 851 Approval Application No._Decision - TBD
• Prepared By: CXAK
• Checked By: PMSK
• Revision Number (if applicable)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Services
4040 West Lane
Stockton, California 95204

Location: City/Uninc _____
 Recording Fee \$ _____

Document Transfer Tax \$ _____

[] This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
 [] Computed on Full Value of Property Conveyed, or
 [] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

(SPACE ABOVE FOR RECORDER'S USE ONLY)

 Signature of declarant or agent determining tax

LD 2201-04-0261

QUITCLAIM DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, hereby quitclaims to Geo. J. Ray, a married man as his separate property and his respective successors in interest as they appear of record, hereinafter called second party, the real property, situate in the County of San Joaquin, State of California, described as follows:

(APN 209-030-02 and 209-030-05)

The rights granted by Geo. J. Ray, a married man as his separate property, to Standard Oil Company of California a corporation and Natural Gas Corporation of California, predecessors in interest of Pacific Gas and Electric Company, by deed dated April 13, 1942 and recorded in Volume 767 of Official Records at page 323, San Joaquin County Records.

Second party assumes the entire responsibility and liability for and will protect, indemnify and hold harmless PG&E, its officers, agents, and employees from and against any and all losses, expenses, demands and claims made against PG&E, its officers, agents, and employees by any person or entity because of any injury or illness or alleged injury or illness, including death or property damage, actual or alleged, whether caused by the sole negligence of PG&E or the concurrent negligence of PG&E with second party arising out of or resulting from or in any way connected with the operation, maintenance, possession, use, transportation or disposition of the pipeline facilities located within said easement dated April 13, 1942, including that caused by hazardous materials on or in them. Second party agrees to defend any suit, action or cause of action brought against PG&E, its officers, agents, and employees, based on any alleged injury, illness or damage covered by this indemnity and to pay all damages, costs and expenses, including attorney's fees connected therewith resulting therefrom.

As consideration for granting this quitclaim deed, second party hereby acknowledges that they have purchased, by Bill of Sale dated _____, all rights and interests of the

pipeline facilities located within said easement being quitclaimed by PG&E to second party. All costs associated with the removal and disposal of said pipeline facilities shall be at the sole expense of second party.

The real property hereby quitclaimed is no longer necessary or useful to PG&E in the performance by it of its duties to the public.

The parties hereto have executed this agreement this _____ day of _____, 20____.

PACIFIC GAS AND ELECTRIC COMPANY

By _____
Thomas C. Wilson
Director, Technical and Land Services

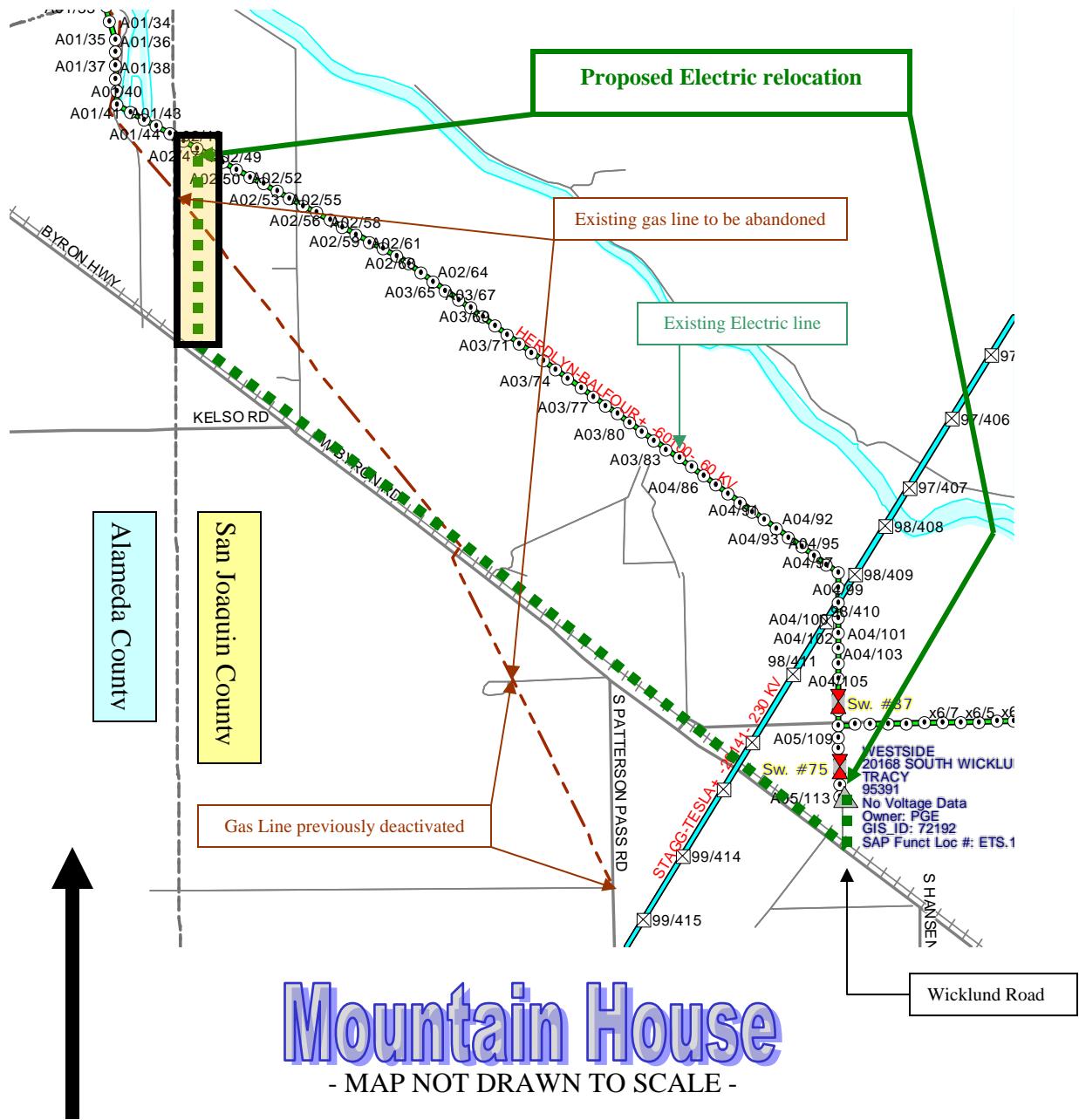
SECOND PARTY:

Area 5,
Stockton Division
Stockton Land Service Office
Gas Transmission
Gas Distribution
(T.1S. R.4E. MDBM ,Section 33, S 1/2 of SW1/4) and
(T.2S. R.4E MDBM, Section 4, NW 1/4)
FERC License Number(s) N/A
PG&E Drawing Numbers: 384298
LD of any affected documents: 2201-04-0228
LD of any Cross-referenced documents: 2101-05-0257 (transfer)
TYPE OF INTEREST: 5, 11q, 52, 53
SBE Parcel Number N/A
% Quitclaims: 100%
PM #:

- JCN: N/A
- County: San Joaquin
- Utility Notice Numbers N/A
- 851 Approval Application No. Decision
- Prepared By: CXAK
- Checked By:
- Revision Number (if applicable)

Advice 2807-G/2983-E

Attachment 5



LEGEND.

10 of 10

6 foot wide access and 30 foot wide electric easement along County Line

Advice 2807-G/2983-E

Attachment 6

ASSESSOR RECORDER
COUNTY CLERK
GARY W. FREEMAN

NOTICE OF DETERMINATION

TO: (X) Office of Planning and Research
Post Office Box 3044
Sacramento, CA 95812-3044

(X) State Department of Fish and Game BY
Fiscal and Administrative Services Branch
1701 Nimbuc Road, Suite A
Rancho Cordova, CA 95870

(X) County Clerk, San Joaquin County

SUBJECT: FILING OF NOTICE OF DETERMINATION IN COMPLIANCE WITH SECTION 21152 OF THE PUBLIC
RESOURCES CODE

FILE NUMBER: PA-0300362, PA-0400738
PA-0400739, PA-0400740
PA-0400741

STATE CLEARINGHOUSE NUMBER: SCH# 1990020776

05 FEB -B PM 3:39
FROM: San Joaquin County
SAN JOAQUIN COUNTY Community Development Department
1810 East Hazelton Avenue
Stockton, CA 95205
DEPUTY *P. Paulsen* Phone: 209-468-3120

PROJECT TITLE, DESCRIPTION, & LOCATION: REGARDING SPECIFIC PLAN NO. PA-0300362, GENERAL PLAN AMENDMENT NO. PA-0400738, MASTER PLAN NO. PA-0400739, MOUNTAIN HOUSE DEVELOPMENT TITLE TEXT AMENDMENT NO. PA-0400740, AND DEVELOPMENT AGREEMENT NO. PA-0400741 OF TRIMARK COMMUNITIES, LLC, ET AL: Trimark Communities, LLC, is seeking adoption of a Specific Plan (Specific Plan II) as required under the Mountain House Master Plan to permit development of approximately 2300 acres (49 percent) of the Mountain House Community. Specific Plan II includes a mix of proposed residential, commercial, industrial, recreational, and open space land uses, K-8 schools, and public facilities. In addition to the Specific Plan application, this project consists of the following components:

- General Plan Map and Text Amendments and Master Plan Map and Text Amendments to allow the reconfiguration of roadways and neighborhoods and to allow the processing of the Specific Plan without an additional Environmental Impact Report.
- Development Title Amendments to make the Mountain House Development Title consistent with the Development Title as vested for Neighborhoods E, F, and G.
- A Development Agreement by and between the County of San Joaquin and Trimark Communities, LLC, for Specific Plan II.

The project site is located in two areas within the Mountain House community, which is located in the southwestern portion of San Joaquin County, approximately 3.5 miles west of the City of Tracy.

The northern portion of the project is located north of Neighborhoods E, F, and G, which are currently under construction, and includes almost all of the new community north of Byron Road. The southern portion of the project is located just south of Neighborhoods E, F, and G and north of Grant Line Road (Fifth Supervisorial District).

LEAD AGENCY: San Joaquin County Community Development Department. TELEPHONE NO.: (209) 468-3120

This is to advise that the Board of Supervisors has approved the above-described project on February 8, 2005, and has made the following findings regarding the above-described project:

1. The 1994 Master Plan Final Environmental Impact Report ("1994 MEIR") continues to remain valid; and
2. The project, consisting of General Plan Amendment No. PA-0400738, Master Plan Amendment No. PA-0400739, Specific Plan No. PA-0300362, Mountain House Development Title Amendment No. PA-0400740, and Development Agreement No. PA-0400741, is a project within the scope of the 1994 MEIR, based on the findings of the Mountain House Specific Plan II Initial Study, SCH #1990020776 and the CEQA findings in Appendix 5 of the Specific Plan II Project Staff Report.

This is to certify that a complete record of project approval is available for review by the general public at the office of the San Joaquin County Community Development Department, 1810 East Hazelton Avenue, Stockton, CA 95205.

SIGNATURE: *Sonia Serrano* DATE: February 8, 2005

NAME: SONIA SERRANO TITLE: DEPUTY COUNTY CLERK

Date Received for Filing at OPR: _____

Post-It® Fax Note	7671	Date	# of pages
To	<i>Diane Grimsom</i>	From	<i>Chandler Martin</i>
Co/Dept		Co.	
Phone #		Phone #	
Fax #	<i>916/773-1021</i>	Fax #	

7.30



**SAN JOAQUIN COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT**

1810 E. HAZELTON AVE., STOCKTON, CA 95205-6232
PHONE 209/468-3121 FAX 209/468-3163

RECEIVED

AUG 15 2005

August 9, 2005

Eric Teed-Bose
Trimark Communities
3120 Tracy Blvd., Suite A
Tracy, CA 95376

SUBJECT: SPECIFIC PLAN NO. PA-0300362; GENERAL PLAN AMENDMENT NO. PA-0400738; MASTER PLAN AMENDMENT NO. PA-0400739; DEVELOPMENT TITLE AMENDMENT NO. PA-0400740 AND DEVELOPMENT AGREEMENT NO. PA-0400741

This is to notify you that on February 8, 2005 the San Joaquin County Board of Supervisors adopted the following documents concerning the above item:

Board Order Nos.: B-05-177, B-05-178
Resolution Nos.: R-05-82, R-05-83, R-05-84
Ordinance No.: 4242, 4243, 4244
Agreement No.: A-05-77

If you have questions regarding this matter, please contact this office.

Sincerely,

CHANDLER MARTIN
Deputy Director

CM:ss

Enc.: Board Orders, Resolutions, Ordinances, Agreements

c: ✓ Kevin Peters, Shea Homes
Mountain House CSD
Environmental Health
Building Division
Department of Public Work (Michael Callahan)
Surveyor
Assessor
Chuck Farano, Counter Manager
Mike Turn, Graphics Section
Terri Farano
Jacquie Fonzi
Carleen Mansour (GP/ZR)
Gary Gorham (GP/ZR)

Before the Board of Supervisors

County of San Joaquin, State of California

RECEIVED
FEB 17 2005

Community Development Dept.

B- 05-177

MOTION: Sieglock/Mow

SPECIFIC PLAN II PROJECT- CEQA

THIS BOARD OF SUPERVISORS does hereby find that the 1994 Mountain House Master Plan Final Environmental Impact Report ("1994 MEIR") continues to remain valid and that the Specific Plan II Project, consisting of General Plan Amendment No. PA-0400738, Master Plan Amendment No. PA-0400739, Specific Plan No. PA-0300362, Mountain House Development Title Amendment No. PA-0400740, and Development Agreement No. PA-0400741, is a project within the scope of the 1994 MEIR, based on the findings of the *Mountain House Specific Plan II Initial Study, SCH #1990020776* ("Initial Study") and the CEQA findings in Appendix 5 of the Specific Plan II Project staff report.

The Initial Study, on file with the Community Development Department, and the attached CEQA findings from Appendix 5 of the Specific Plan II Project staff report, by these references, are made part of this Motion.

I HEREBY CERTIFY that the above order was passed and adopted on 2/8/05
by the following vote of the Board of Supervisors, to Wit:

AYES: Ornellas, Mow, Sieglock, Marenco, Gutierrez

NOES: None

ABSTAIN: None

LOIS M. SAHYOUN
Clerk of the Board of Supervisors
County of San Joaquin
State of California

Lois Sahyoun

Before the Board of Supervisors

County of San Joaquin, State of California

B- 05-178

MOTION: Sieglock/Mow

SPECIFIC PLAN II PROJECT- MOTIONS OF INTENT

THIS BOARD OF SUPERVISORS does hereby adopt the following:

- A Motion of Intent to approve the Resolution approving General Plan Amendment No. PA-0400738, with the Bases for General Plan Amendment contained in the Specific Plan II Project staff report.
- A Motion of Intent to approve the Resolution approving Master Plan Amendment No. PA-0400739, subject to the Bases for Master Plan Amendment contained in the Specific Plan II Project staff report.
- A Motion of Intent to approve the Resolution approving Specific Plan PA-0300362 (Specific Plan II), with the Bases for Specific Plan Amendment contained in the Specific Plan II Project staff report.
- A Motion of Intent to approve the Ordinance approving Mountain House Development Title Amendment PA-0400740 with the Bases for Mountain House Development Title Amendment contained in the Specific Plan II Project staff report.
- A Motion of Intent to approve the Ordinance approving Development Agreement No. PA-0400741 with the Findings for Development Agreement contained in the Specific Plan II Project staff report.
- A Motion of Intent to approve the Ordinance amending the Zoning Map of the County that implements the zoning diagrams of Specific Plan Amendment PA-0300362 (Specific Plan II).

Copies of the above resolutions and ordinances are included in the Board of Supervisors letter concerning the First Cycle General Plan Amendments to be subsequently heard by the Board of Supervisors at the February 8, 2005 Board of Supervisors hearing.

2/8/05

I HEREBY CERTIFY that the above order was passed and adopted on this day of February, 2005 by the following vote of the Board of Supervisors, to Wit:

AYES: **Ornellas, Mow, Sieglock, Marenco, Gutierrez**

NOES: **None**

ABSTAIN: **None**

LOIS M. SAHYOUN
Clerk of the Board of Supervisors
County of San Joaquin
State of California

Lois Sahyoun

RECEIVED
FEB 17 2005
Community Development Dept.

Before the Board of Supervisors

County of San Joaquin, State of California

R- 05-82

RESOLUTION APPROVING FIRST CYCLE GENERAL PLAN AMENDMENTS FOR GENERAL PLAN AMENDMENT NO. PA-0400738 OF TRIMARK COMMUNITIES, LLC, AND GENERAL PLAN MAP AMENDMENT NO. PA-0400673 OF SAN JOAQUIN COUNTY..

WHEREAS, on January 6, 2005 the San Joaquin County Planning Commission considered General Plan Map Amendment No. PA-0400673 and Zone Reclassification No. PA-0400674; and on January 20, 2005 considered General Plan Amendment No. PA-0400738 and Master Plan Amendment No. PA-0400739; and

WHEREAS, on January 25, 2005, this Board of Supervisors did conduct a public hearing on General Plan Map Amendment No. PA-0400673 and Zone Reclassification No. PA-0400674; and on February 8, 2005, did conduct a public hearing on General Plan Amendment No. PA-0400738 and Master Plan Amendment No. PA-0400739; notices of which hearings were given in accordance with law, and oral and documentary evidence having been received in favor of or opposed to said matter, and this Board of Supervisors being advised on the premises; and

WHEREAS, Master Plan Amendment No. PA-0400739 includes an amendment to the Master Plan Land Use Map (i.e., Master Plan Figure 3.5) which also constitutes an amendment to the General Plan Land Use Map (i.e., General Plan Community Plan 2010 Map) for Mountain House, pursuant to Volume II, page XII-39 of the General Plan; and

WHEREAS, this Board of Supervisors has determined that General Plan Amendment No. PA-0400738 maintains the internal consistency of the General Plan, does not adversely affect the Mountain House Jobs/Housing Program and housing affordability, does not adversely affect the Mountain House Public Financing Plan, and meets all applicable provisions of the Mountain House Development Agreement, based on the Bases for General Plan Amendment contained in the staff report for the Specific Plan II Project; and

WHEREAS, this Board of Supervisors has determined that General Plan Amendment No. PA-0400673 maintains the internal consistency of the General Plan based on the Basis for General Plan Amendment contained in the staff report for said General Plan Amendment;

NOW, THEREFORE, BE IT RESOLVED by this Board of Supervisors that the First Cycle General Plan Amendments for General Plan Amendment No. PA-0400738 of Trimark Communities, LLC, and General Plan Map Amendment No. PA-0400673 of San Joaquin County, are hereby approved, with said approved General Plan Amendments attached hereto as Exhibit "A" and made a part of this Resolution.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of San Joaquin, State of California, on this 8th day of Feb. , 2005, by the following vote of the Board of Supervisors, to wit:

AYES: **Ornelas, Mow, Sieglock, Marenco, Gutierrez**

NOES: **None**

ABSENT: **None**

Steven Gutierrez

STEVEN GUTTIEREZ, Chairman
Board of Supervisors
County of San Joaquin
State of California

ATTEST: **LOIS M.SAHYOUN**
Clerk of the Board of
Supervisors of the County of
San Joaquin, State of California

By: **Caroline Junco**
Deputy Clerk



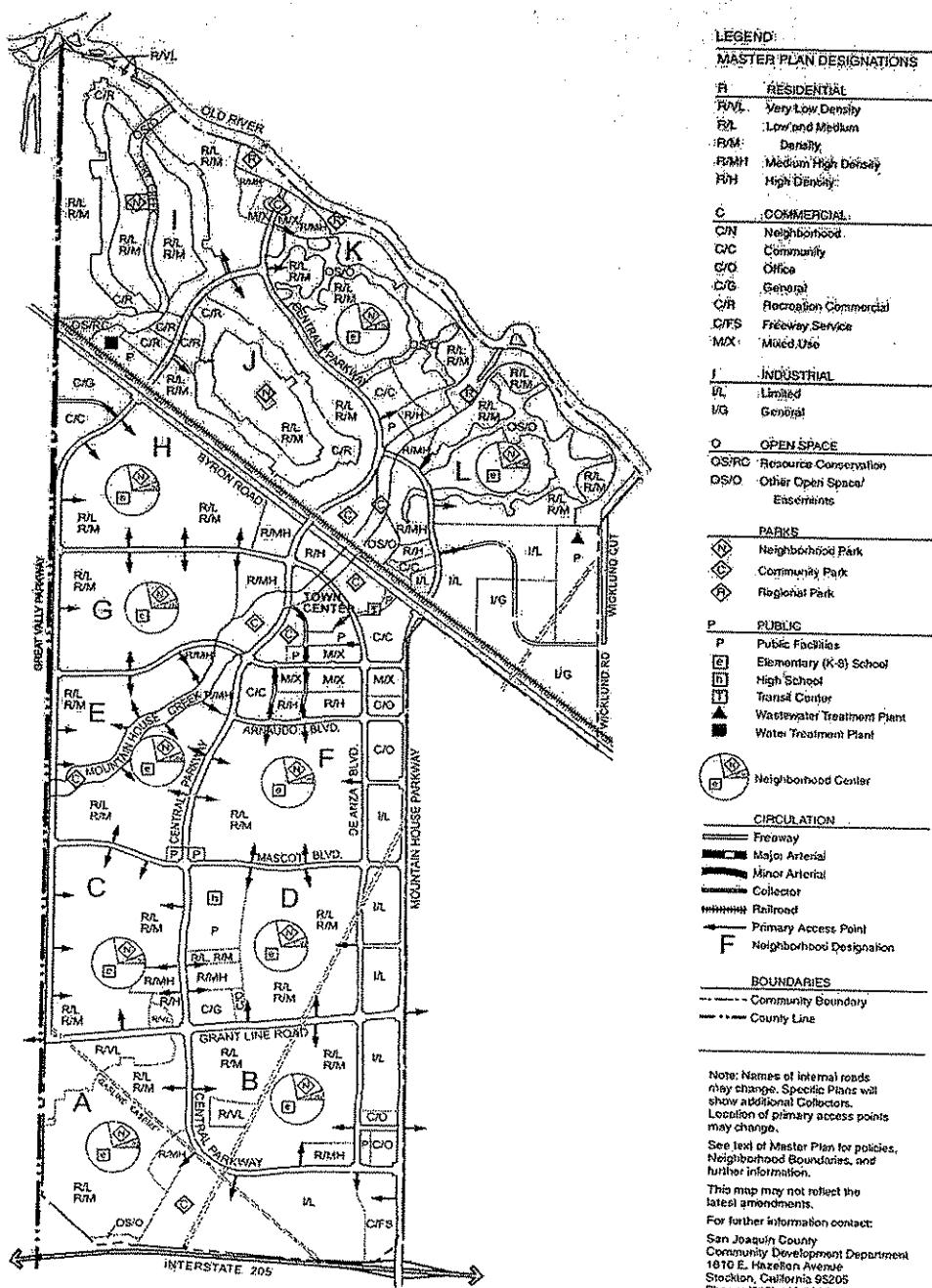
EXHIBIT A: GENERAL PLAN AMENDMENTS

- 1. GENERAL PLAN AMENDMENT NO. PA-0400738 OF TRIMARK COMMUNITIES, LLC**
- 2. GENERAL PLAN MAP AMENDMENT NO. PA-0400673 OF SAN JOAQUIN COUNTY**

1. GENERAL PLAN AMENDMENT NO. PA-0400738 OF TRIMARK COMMUNITIES, LLC

Map Amendment

The General Plan Community Plan 2010 Map for Mountain House is hereby amended by adoption of the revised Master Plan Figure 3.5, as follows:



Note: The above map shall be further amended by showing that the Mountain House Community Boundary extends to the intersection of Mountain House Parkway and Interstate 205.

Text Amendment

General Plan Volume I, page IV-15, Implementation No. 15 (f): New Communities, is hereby amended as follows:

(f) An Environmental Impact Report (EIR) shall be prepared and certified for each Master Plan and each Specific Plan of each new community. (Planning)

2. GENERAL PLAN MAP AMENDMENT NO. PA-0400673 OF SAN JOAQUIN COUNTY



*General Plan Map Amendment:
General Commercial To Low Density Residential*

*Zoning Reclassification:
General Commercial to Low Density Residential*

RECEIVED
FEB 17 2005
Community Development Dept.

Before the Board of Supervisors

County of San Joaquin, State of California

R- 05-83

RESOLUTION APPROVING MASTER PLAN AMENDMENT PA-0400739 FOR THE MOUNTAIN HOUSE NEW COMMUNITY.

WHEREAS, on January 20, 2005, the San Joaquin County Planning Commission considered this matter; and

WHEREAS, on February 8, 2005, this Board of Supervisors did conduct a public hearing on said matter, notice of which hearing was given in accordance with law, and oral and documentary evidence have been received in favor of or opposed to said matter, and this Board of Supervisors being advised on the premises; and

WHEREAS, this Board of Supervisors did find that the 1994 Mountain House Master Plan Final Environmental Impact Report ("MEIR") continues to remain valid and that the Specific Plan II Project, of which Master Plan Amendment No. PA-0400739 is a part and necessary for its implementation, is a project within the scope of the MEIR, based on the findings of the *Mountain House Specific Plan II Initial Study* (SCH #1990020776) and the findings of the Specific Plan II Project staff report regarding Sections 15177 and 15179 of CEQA that have been made with respect to the MEIR; and

WHEREAS, this Board of Supervisors determined that said Master Plan Amendment is consistent with the General Plan and the Public Financing Plan and does not adversely affect the Job/Housing Program and housing affordability and meets all applicable provisions of the Mountain House Development Agreement based on the Bases for Master Plan Amendment contained in the Specific Plan II Project staff report;

NOW, THEREFORE, BE IT RESOLVED by this Board of Supervisors that:

1. The Master Plan for the Mountain House New Community is hereby amended by approval of the following:

MASTER PLAN AMENDMENT PA-0400739, attached hereto and made a part of this Resolution, with amendments to map figures to contain the following language: "All figures that include the southeast corner of the Mountain House Community shall show the Mountain House Community boundary extending to the intersection of Mountain House Parkway and Interstate 205."

Advice 2807-G/2983-E

Attachment 7
(On CD)

PG&E Gas and Electric Advice

Filing List

General Order 96-A, Section III(G)

ABAG Power Pool	Douglass & Liddell	PG&E National Energy Group
Accent Energy	Downey, Brand, Seymour & Rohwer	Pinnacle CNG Company
Aglet Consumer Alliance	Duke Energy	PITCO
Agnews Developmental Center	Duke Energy North America	Plurimi, Inc.
Ahmed, Ali	Duncan, Virgil E.	PPL EnergyPlus, LLC
Alcantar & Kahl	Dutcher, John	Praxair, Inc.
Ancillary Services Coalition	Dynegy Inc.	Price, Roy
Anderson Donovan & Poole P.C.	Ellison Schneider	Product Development Dept
Applied Power Technologies	Energy Law Group LLP	R. M. Hairston & Company
APS Energy Services Co Inc	Energy Management Services, LLC	R. W. Beck & Associates
Arter & Hadden LLP	Exelon Energy Ohio, Inc	Recon Research
Avista Corp	Exeter Associates	Regional Cogeneration Service
Barkovich & Yap, Inc.	Foster Farms	RMC Lonestar
BART	Foster, Wheeler, Martinez	Sacramento Municipal Utility District
Bartle Wells Associates	Franciscan Mobilehome	SCD Energy Solutions
Blue Ridge Gas	Future Resources Associates, Inc	Seattle City Light
Bohannon Development Co	G. A. Krause & Assoc	Sempra
BP Energy Company	Gas Transmission Northwest Corporation	Sempra Energy
Braun & Associates	GLJ Energy Publications	Sequoia Union HS Dist
C & H Sugar Co.	Goodin, MacBride, Squeri, Schlotz &	SESCO
CA Bldg Industry Association	Hanna & Morton	Sierra Pacific Power Company
CA Cotton Ginners & Growers Assoc.	Heeg, Peggy A.	Silicon Valley Power
CA League of Food Processors	Hitachi Global Storage Technologies	Smurfit Stone Container Corp
CA Water Service Group	Hogan Manufacturing, Inc	Southern California Edison
California Energy Commission	House, Lon	SPURR
California Farm Bureau Federation	Imperial Irrigation District	St. Paul Assoc
California Gas Acquisition Svcs	Integrated Utility Consulting Group	Sutherland, Asbill & Brennan
California ISO	International Power Technology	Tabors Caramanis & Associates
Calpine	Interstate Gas Services, Inc.	Tecogen, Inc
Calpine Corp	IUCG/Sunshine Design LLC	TFS Energy
Calpine Gilroy Cogen	J. R. Wood, Inc	Transcanada
Cambridge Energy Research Assoc	JTM, Inc	Turlock Irrigation District
Cameron McKenna	Luce, Forward, Hamilton & Scripps	U S Borax, Inc
Cardinal Cogen	Manatt, Phelps & Phillips	United Cogen Inc.
Cellnet Data Systems	Marcus, David	URM Groups
Chevron Texaco	Matthew V. Brady & Associates	Utility Cost Management LLC
Chevron USA Production Co.	Maynor, Donald H.	Utility Resource Network
City of Glendale	MBMC, Inc.	Wellhead Electric Company
City of Healdsburg	McKenzie & Assoc	Western Hub Properties, LLC
City of Palo Alto	McKenzie & Associates	White & Case
City of Redding	Meek, Daniel W.	WMA
CLECA Law Office	Mirant California, LLC	
Commerce Energy	Modesto Irrigation Dist	
Constellation New Energy	Morrison & Foerster	
CPUC	Morse Richard Weisenmiller & Assoc.	
Cross Border Inc	Navigant Consulting	
Crossborder Inc	New United Motor Mfg, Inc	
CSC Energy Services	Norris & Wong Associates	
Davis, Wright, Tremaine LLP	North Coast Solar Resources	
Defense Fuel Support Center	Northern California Power Agency	
Department of the Army	Office of Energy Assessments	
Department of Water & Power City	OnGrid Solar	
DGS Natural Gas Services	Palo Alto Muni Utilities	