

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



April 2, 2018

Advice Letter 3945-G & 5243-E

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

SUBJECT: Sale and Conveyance of One Parcel of Land in the City of Santa Rosa in Sonoma County - Request for Approval Under Public Utilities Code Section 851 and General Order 173.

Dear Mr. Jacobson:

Advice Letter 3945-G & 5243-E is effective as of April 1, 2018.

Sincerely,

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

Edward Randolph
Director, Energy Division



March 2, 2018

Advice 3945-G/5243-E
(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: Sale and Conveyance of One Parcel of Land in the City of Santa Rosa in Sonoma County – Request for Approval under Public Utilities Code Section 851 and General Order 173

Purpose

Pacific Gas and Electric Company (“PG&E” or the “Company”) requests California Public Utilities Commission (“CPUC” or “Commission”) approval under Public Utilities Code Section 851 and General Order 173 to sell and convey unimproved real Property (“Property” or “Santa Rosa Property”) located in the City of Santa Rosa, California in Sonoma County as set forth in the Purchase and Sale Agreement between the Company and Hugh Futrell Corporation (“Buyer”) dated November 17, 2017 (“Agreement”). The purchase price is \$400,000. The property is approximately .344 acres of unimproved real property located at 10 E Street in the City of Santa Rosa as illustrated in Attachment 1. The Agreement is attached as Attachment 2.

PG&E will be retaining an easement along the southwesterly boundary of the Property for existing underground gas pipeline and electric facilities as described in Attachment 2, Exhibit C. PG&E does not use this property for any other utility purpose and granting this transaction will not be adverse to the public interest.

Background

The Company acquired the Santa Rosa Property in 1965 for the Santa Rosa Substation B. PG&E decommissioned the Santa Rosa Substation B in 2016, as the 80+ year-old transformer bank was in poor condition and the substation was the last of its kind in the Santa Rosa Area. Converting the 4kV circuits from this substation to 12kV, transferring these circuits to existing nearby circuits, and removing the Santa Rosa B Substation was more economical than upgrading the existing substation.

PG&E entered into an agreement to sell and convey approximately .344 acres of unimproved real property to the Buyer pursuant to the Agreement.

PG&E retained Environmental Resources Management (ERM) to conduct an environmental investigation on the Property. ERM identified low levels of contaminants of concern and remediated the affected soil in a self-directed cleanup.

Because the property was industrial for over 100 years, PG&E has recorded a Land Use Covenant ("LUC") to restrict the property from being used for a residence, a hospital, a school for minors or a day care. A future owner of the property may apply to PG&E for a variance from the LUC, which may be granted in PG&E's sole discretion and may be conditioned upon agency approval.

The proposed transaction is not adverse to the public interest. PG&E will be disposing of property that is not necessary in support of its safe and reliable delivery of service to its customers. PG&E will not see a decrease in its delivery of service to the public as a result of this transaction.

For the above reasons, the Commission should approve this Section 851 request to sell to Hugh Futrell Corporations the unimproved property in Santa Rosa, California, and find that doing so is not adverse to the public interest because it will not impair P&GE's provision of safe and reliable utility service. Both parties would like to complete this transaction before July 1, 2018, and respectfully request the timely approval of this Section 851 request before that date.

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

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

Pacific Gas and Electric Company	Hugh Futrell Corporation
Darren P. Roach	Attn: Hugh Futrell
Law Department	200 4 th Street, Suite 350
P.O. Box 7442	Santa Rosa, CA 95401
San Francisco, CA 94120	707-568-3482
Telephone: (415) 973-6345	Email: hf@hughfutrellcorp.com
Facsimile: (415) 973-5520	
Email: DPRC@pge.com	

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

The unimproved real property is located at 10 E Street in the City of Santa Rosa in Sonoma County (Assessor's Parcel Number 009-063-029). The Property is currently vacant. A PG&E underground gas pipeline and underground electric facilities are located on the Property. A map showing the location of the Property to be sold is included in Attachment 1.

(c) Intended Use of the Property:

PG&E was informed that the Buyer intends to build a parking lot on the Property.

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

The Buyer has agreed to purchase the Property for Four Hundred Thousand and 00/100 dollars (\$400,000). The terms and conditions for the proposed sale are in the Agreement (Attachment 2).

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

Proceeds from the sale of the Property will be made in accordance with the policy for the allocation of the gains and losses on the sale of depreciable and non-depreciable assets adopted in the Commission's Gain on Sale Rulemaking, in D.06-05-041 as modified in D.06-12-043. Pursuant to the forgoing authority, PG&E will credit an estimate of \$234,376 to the Ratepayer after-tax Gain on Sale of Electric Utility Plant Account. The remaining estimated of \$115,439 from the after-tax gain on sale will be credited to the Gain of Disposition Property Account.

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

The financial impact of the transaction on rate base is discussed in Section (e) above. PG&E will be disposing of property that is not necessary in support of its safe and reliable delivery of service to its customers. PG&E will not see a decrease in its delivery of services to the public as a result of this transaction.

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

A table showing sales prices, expenses, and tax effects is attached as Attachment 3. The pre-tax gain-on-sale is estimated to be \$394,671, and the after-tax gain-on-sale is estimated to be \$349,814. The net book value and the original cost of the property are \$5,239.

PG&E engaged the brokerage Keegan and Coppin ("Broker") for the sale of the Property. The fair market value was determined by the Broker as \$375,000 based on comparable sales.

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

Not applicable.

(i) The Fair Market Value of the Easement or Right-of-Way, and a Detailed Description of How the Fair Market Value Was Determined:

Not applicable.

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

Not applicable.

(k) Sufficient Information and Documentation (Including Environmental Information) to Show that All of Eligibility Criteria Set Forth in Rule 3 of General Order 173 are Satisfied:

PG&E has provided information in this Advice Letter to satisfy the eligibility criteria under General Order 173 in that:

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

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

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

(m) Environmental Information

Pursuant to General Order 173, the Advice Letter program applies to proposed transactions that will not require environmental review by the CPUC as a lead agency under the California Environmental Quality Act ("CEQA") either because: (a) a statutory or categorical exemption applies (the applicant must provide a Notice of Exemption from the Lead Agency or explain why an exemption

applies), or (b) because the transaction is not a project under CEQA (the applicant must explain the reasons why it believes that the transaction is not a project), or (c) because another public agency, acting as the Lead Agency under CEQA, has completed environmental review of the project, and the Commission is required to perform environmental review of the project only as a Responsible Agency under CEQA.

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

Per (b) above, the proposed transaction is not a “project” under CEQA as it only constitutes a change in ownership; therefore, the proposed transaction will not require environmental review. City of Antioch officials have confirmed that the City will act as Lead Agency for the buyer’s future project.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than March 22, 2018, which is 20 days after the date of this filing. Protests must be submitted to

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

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

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

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

Erik Jacobson
Director, Regulatory Relations
c/o Megan Lawson
Pacific Gas and Electric Company
77 Beale Street, Mail Code B13U
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-3582
E-mail: PGETariffs@pge.com

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

Effective Date

Pursuant to the review process outlined in General Order 173, PG&E requests that this Tier 2 advice filing become effective on April 1, 2018, which is 30 days from the date of filing.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and/or via U.S. mail to parties shown on the attached list. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>.

/S/

Erik Jacobson
Director, Regulatory Relations

Attachment 1 – Property Map

Attachment 2 – Purchase and Sale Agreement

Attachment 3 – Table showing sales price, expenses, and tax effects

***** SERVICE LIST for Advice 3945-G/5243-E *****
APPENDIX A

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

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

Robert (Mark) Pocta
Office of Ratepayer Advocates
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703- 2871
robert.pocta@cpuc.ca.gov

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

*****AGENCIES*****

Sonoma County Clerk
585 Fiscal Dr., Room 103,
Santa Rosa, CA 95403.

*****3rd Parties*****

Hugh Futrell Corporation
Attn: Hugh Futrell
200 4th Street, Suite 350
Santa Rosa, CA 95401

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 M)**

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Annie Ho

Phone #: (415) 973-8794

E-mail: AMHP@pge.com and PGETariffs@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas
PLC = Pipeline HEAT = Heat WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **3945-G/5243-E**

Tier: 2

Subject of AL: **Sale and Conveyance of One Parcel of Land in the City of Santa Rosa in Sonoma County – Request for Approval under Public Utilities Code Section 851 and General Order 173**

Keywords (choose from CPUC listing): Agreements, Taxes

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

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

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

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

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: No

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

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

Resolution Required? Yes No

Requested effective date: **April 1, 2018**

No. of tariff sheets: N/A

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

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

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

Tariff schedules affected: N/A

Service affected and changes proposed: N/A

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

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

California Public Utilities Commission

Energy Division

EDTariffUnit

505 Van Ness Ave., 4th Flr.

San Francisco, CA 94102

E-mail: EDTariffUnit@cpuc.ca.gov

Pacific Gas and Electric Company

Attn: Erik Jacobson

Director, Regulatory Relations

c/o Megan Lawson

77 Beale Street, Mail Code B13U

P.O. Box 770000

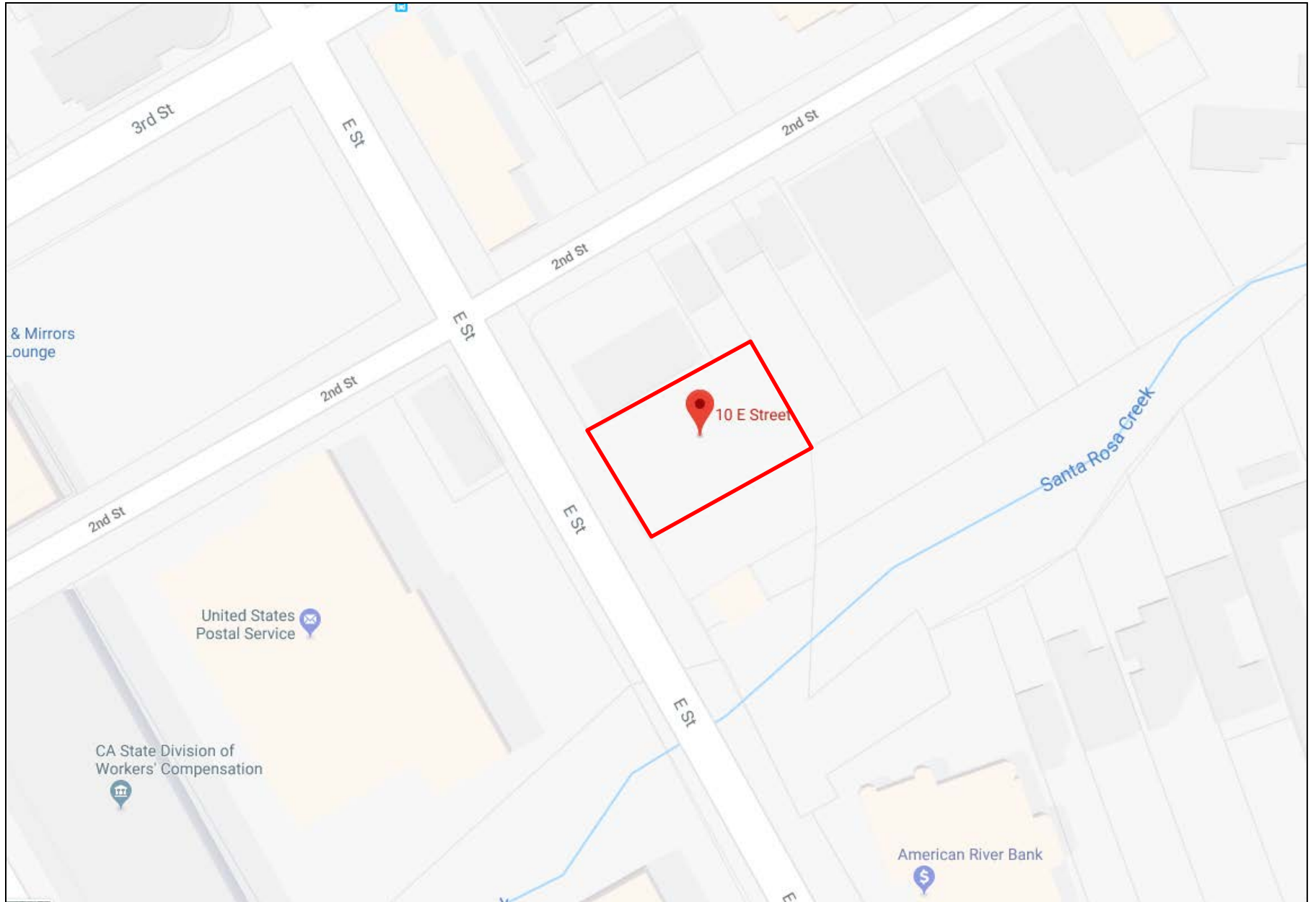
San Francisco, CA 94177

E-mail: PGETariffs@pge.com

Attachment 1

Property Map

PG&E Advice 3945-G/5243-E, Attachment 1



Attachment 2

Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT
Between
Pacific Gas and Electric Company, as Seller
and
Hugh Futrell Corporation, as Buyer
Unimproved Property

November 17, 2017

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PACIFIC GAS AND ELECTRIC COMPANY
STANDARD PURCHASE AND SALE AGREEMENT

(Unimproved Property)

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), dated for reference purposes only as of November 17, 2017, is made by and between **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("Seller"), and **Hugh Futrell Corporation**, a California corporation ("Buyer"). Unless otherwise specifically provided herein, all provisions of this Agreement shall be effective as of the date Seller executes this Agreement ("Effective Date"), as set forth below Seller's signature.

R E C I T A L S:

A. Seller is the owner of that certain parcel of unimproved real property located in the City of Santa Rosa ("City"), County of Sonoma ("County") and State of California, identified by the County Assessor as Assessor's Parcel No. 009-063-029, the State Board of Equalization as SBE No. 135-49-032-3, and more particularly described in Exhibit A (such real property, together with the improvements located thereon, all easements, rights and privileges appurtenant thereto, is hereinafter referred to collectively as the "Property").

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. PURCHASE AND SALE

Subject to the terms and conditions contained in this Agreement, Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, for a purchase price of Four Hundred Thousand Dollars (\$400,000) ("Purchase Price"), at the Close of Escrow (as defined in Section 3.3).

2. PAYMENT OF PURCHASE PRICE

Buyer shall pay the Purchase Price for the Property to Seller as follows:

2.1 Deposit

Within three (3) business days after the Effective Date of this Agreement, Buyer shall deposit an amount equal to Thirty Thousand Dollars (\$30,000.00) ("Deposit") in escrow with Chicago Title Insurance Company, 455 Market Street, 21st Floor, San Francisco, CA 94105; Attention: Patricia Davisson, 415-291-5103, patdavisson@ctt.com ("Title Company"). The Deposit shall be considered to have been deposited only if it is made by bank wire transfer, certified check or cashier's check payable to the Title Company and drawn by a commercial bank or savings and loan association having a branch in and licensed to do business in the State of California. Buyer's failure to deliver the Deposit as required shall entitle Seller, by written notice to Buyer, to terminate this Agreement as of the date of the notice. The Deposit, and any applicable portion thereof, shall earn interest for the benefit of the party entitled to the Deposit under this Agreement. If Buyer fails to terminate this Agreement during the Inspection Period, the Deposit will be non-refundable to Buyer, subject to the provisions of Sections 7.5, 9.2(b) and 9.3 of this Agreement, the Deposit shall be delivered to Seller at the Close of Escrow, and shall be applied to the Purchase Price at the Close of Escrow. If Buyer terminates the Purchase Agreement during the Inspection Period, or if subsequent to the end of the Inspection Period, Buyer timely terminates this Agreement pursuant to the terms of Sections 7.5, 9.2(b), 8 or 9.3, and Buyer is not in default under this

Agreement, then the Deposit (less the Independent Consideration (defined below)) shall be returned by the Title Company to Buyer without the need for further instruction to do so, and Buyer shall have no further obligation to purchase the Property. Notwithstanding any provision to the contrary contained in this Agreement, Seller and Buyer agree that One Thousand Dollars (\$1,000.00) of the Deposit shall be paid to Seller in all events as consideration for Buyer's right to inspect the Property and for Seller's execution, delivery and performance of this Agreement, the sufficiency of which is acknowledged by Seller ("Independent Consideration"). The Independent Consideration is in addition to and independent of any other consideration or payment provided in this Agreement, is nonrefundable, applicable to the Purchase Price, and, notwithstanding any other provision of this Agreement, shall be retained by Seller if this Agreement terminates for any reason.

2.2 Balance of Purchase Price

At least one (1) business day before the Closing Date, Buyer shall deposit in escrow with the Title Company an additional sum equal to the balance of the Purchase Price in immediately available funds for delivery to Seller at the Close of Escrow, plus or minus any pro-rations and adjustments made pursuant to this Agreement.

3. ESCROW

3.1 Establishment and the Close of Escrow

Within three (3) business days after the Effective Date of this Agreement, Buyer shall open an escrow ("Escrow") with the Title Company by delivering to the Title Company, the Deposit and a fully-executed copy of this Agreement. The Deposit shall be held in Escrow in a federally insured, interest-bearing account. The Close of Escrow shall occur no later than 5:00 p.m. California time on a date on or before fifteen (15) days following the later to occur of: (i) the expiration of the Inspection Period, as designated by Seller, and (ii) Seller's notifying Buyer in writing of receipt of the approval of the California Public Utilities Commission ("CPUC") as more specifically set forth in Section 7.3; provided that all conditions precedent set forth in Section 7 have been satisfied or waived, as more specifically set forth in Section 7; and provided further that such CPUC Approval is received by Seller within one (1) year following the Effective Date (the "Closing Date"). If Seller has not received CPUC Approval within such one (1) year period, Seller shall have the right (but not the obligation) to extend the Closing Date for up to an additional six (6) months to obtain CPUC Approval. If the Close of Escrow has not occurred on or before the Closing Date, then either Buyer or Seller may terminate this Agreement and the Escrow by giving written notice of such termination to the other party, in which event Buyer shall be entitled to return of the Deposit (less the Independent Consideration), and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate as of the date of such notice, except for obligations that expressly survive the termination of this Agreement.

3.2 Deposits into Escrow

(a) At least one (1) business day before the Closing Date, Buyer shall deposit or cause to be deposited with the Title Company the following:

(i) The balance of the Purchase Price to be deposited by Buyer pursuant to Section 2.2;

(ii) Buyer's share of the fees and charges described in Section 3.4;

(iii) The amount, if any, payable to Seller pursuant to Section 3.5;

(iv) Buyer's counterpart of the joint escrow instructions to the Title Company in the form attached hereto as Exhibit B ("Joint Escrow Closing Instructions"), and any other instructions Buyer may deem necessary which are not inconsistent with the terms of this Agreement;

(v) Such other instruments and documents as are reasonably required by the terms of this Agreement or by the Title Company.

(b) At least one (1) business day before Close of Escrow, Seller shall deposit or cause to be deposited with the Title Company the following:

(i) A grant deed, prepared and duly executed by Seller in recordable form, conveying fee title to the Property to Buyer attached hereto as Exhibit C ("Grant Deed");

(ii) Affidavits certifying that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and California Revenue and Taxation Code Section 18662(e) ("Affidavits");

(iii) Seller's counterpart of the Joint Escrow Closing Instructions and any other instructions Seller may deem necessary which are not inconsistent with the terms of this Agreement; and

(iv) Such other instruments and documents as are reasonably required by the terms of this Agreement or by the Title Company, including an Owner's Affidavit, if required by the Title Company to issue the title insurance policy to Buyer described in Section 4.4, in a form approved by Seller, in Seller's sole and absolute discretion.

3.3 Closing

The "Close of Escrow" shall be defined herein as the time that the Grant Deed is recorded in the official records of the County. After all the requirements of Section 3.2 have been satisfied and all conditions precedent set forth in Section 7 have been satisfied or waived, the parties shall instruct the Title Company to close escrow by, among other actions:

(a) Recording the Grant Deed and instructing the Sonoma County Recorder to deliver the Grant Deed to Buyer after recording;

(b) Delivering to or for the account of Seller, the Purchase Price paid by Buyer pursuant to Sections 2.1 and 2.2, and the amount, if any, payable to Seller pursuant to Section 3.5;

(c) Delivering to Seller, "as-recorded" conformed copies of the Grant Deed; and

(d) Delivering to Buyer, the Affidavits and "as-recorded" conformed copies of the Grant Deed and issuing and delivering to Buyer the title insurance policy described in Section 4.4.

3.4 Costs

Seller and Buyer shall pay all transfer taxes and closing costs as follows:

(a) Seller shall pay the cost of the recording fees for recordation of the Grant Deed and any real property conveyance or documentary transfer taxes charged by the County and by the City, if any, with respect to the Grant Deed;

(b) Buyer shall pay escrow fees charged by the Title Company, and the premium and endorsement charges for the policy of title insurance described in Section 4.4. Buyer shall also pay the cost of any ALTA or other survey required by the Title Company in order to issue the policy of title insurance described in Section 4.4; and

(c) All other closing costs shall be allocated between Seller and Buyer in accordance with the customary practices of the County.

3.5 Prorations

(a) Rents and other charges under any leases, utility charges, payments under any maintenance agreements or service contracts (provided such maintenance agreements and/or service contracts are assumed by Buyer), and all other income and expense items related to the Property shall be prorated as of the Close of Escrow. The net amount due Seller from Buyer under this Section 3.5(a), if any, shall be delivered by Buyer to the Title Company before the Close of Escrow. The net amount due Buyer from Seller under this Section 3.5(a), if any, shall be charged to Seller by the Title Company at the Close of Escrow. To the extent that the amount of any of the foregoing income and expense items shall not have been determined as of the Close of Escrow, such income and expense items shall be prorated as soon after the Close of Escrow as such amount can be determined, and Seller shall promptly pay to Buyer, and/or Buyer shall promptly pay to Seller, any amounts required by such prorations.

(b) In addition, all current general and special real estate taxes, bond interest (if applicable), assessments, improvement district assessments and similar items ("Taxes") owed at the time of the Close of Escrow shall be prorated and adjusted between Buyer and Seller as of the Close of Escrow. All installments of Taxes payable for the period occurring prior to, and that are due prior to Close of Escrow shall be paid by Seller, and the current installment of any Taxes shall be prorated as of Closing Date. If the amount of any proration cannot be determined at the Close of Escrow or if any "escape" assessments are assessed against the Property after the Close of Escrow that relate to the period before the Close of Escrow, the adjustments will be made between the parties as soon after the Close of Escrow as possible. Any supplemental assessments assessed for any time period after the Close of Escrow (including supplemental City assessments based on the increased value of the Property above the state-assessed value) are Buyer's sole responsibility. **Buyer expressly acknowledges that Seller, as a regulated public utility, pays Taxes on the Property as assessed by the California State Board of Equalization ("SBE") as of January 1 of each year. Once the Property is so assessed, Seller automatically is obligated to pay Taxes thereon for the subsequent fiscal year commencing the following July 1. In this regard, Seller represents and warrants that it has paid, or will pay, all Taxes assessed as of January 1, 2017, for tax fiscal year period from July 1, 2017, through June 30, 2018. If the Close of Escrow occurs between January 1 and June 30, Buyer shall deposit into Escrow, the full amount to pay Taxes or to reimburse Seller for Taxes paid for the tax year beginning on the July 1 immediately following the Close of Escrow, in addition to the prorated amount of Taxes for the current tax year (ending June 30). At the Close of Escrow, Taxes shall be prorated between Seller and Buyer in light of the foregoing, with Seller responsible for all Taxes allocable to the period before the Close of Escrow, and Buyer responsible for all Taxes allocable to the period on and after the Close of Escrow.** The Taxes, for proration purposes, shall be based on the actual figures for the applicable fiscal year as provided by Seller, unless Escrow is to close before these figures are available, in which case the pro-ratio shall be based on the immediately preceding year's figures and subject to reconciliation between the parties following the Close of Escrow. The 365-day year shall be used for pro-ratio purposes. If applicable, Seller shall pay the Taxes for the subsequent tax year (and paid by Buyer through Escrow) before they become delinquent; provided, however, that Seller shall have the right to pay such Taxes in installments as permitted by law. Buyer shall cooperate with Seller and the SBE to complete any documentation necessary to transfer the assessment process out of SBE jurisdiction. The obligations of the parties under this Section 3.5 shall survive the Close of Escrow.

3.6 Possession of Property

Seller shall deliver possession of the Property to Buyer upon the Close of Escrow.

4. TITLE; TITLE INSURANCE

4.1 Title

It shall be a condition precedent to Buyer's obligation to purchase the Property that Seller convey title to the Property to Buyer subject only to the following exceptions ("Permitted Encumbrances"):

- (a) The lien of Taxes, not delinquent;
- (b) The title exceptions shown in the Preliminary Report dated as of November 15, 2017, prepared by the Title Company and attached hereto as Exhibit E (the "Title Report"), The Title Company has provided Buyer with the Title Report, and copies of the instruments underlying any exceptions referred to in the Title Report, and Buyer acknowledges its receipt and approval of the Title Report and such underlying documents.
- (c) Any matters affecting title to the Property created by or with the consent of Buyer;
- (d) All matters which would be disclosed by an inspection or survey of the Property; and
- (e) Easements and other rights reserved by Seller pursuant to Section 4.2.

At the Close of Escrow, Buyer shall take title to the Property subject to the Permitted Encumbrances, and shall not be entitled to any credit against the Purchase Price with respect to any of the Permitted Encumbrances.

4.2 Reserved Easements

Seller shall be entitled to reserve certain utility facilities easements as stated in the Grant Deed.

4.3 Title Objections

Buyer shall use diligence to obtain from the Title Company an update of the Title Report ("Title Update"), together with copies of the instruments underlying any exceptions referred to in the Title Update, within ten (10) days following the Effective Date. Within five (5) days following Buyer's receipt of the Title Update, Buyer shall review any additional title exceptions disclosed therein. In addition, within five (5) days after receipt of the same, Buyer shall review the easements to be reserved by Seller and other information disclosed by Seller pursuant to Section 4.2, if any. The failure of Buyer to object to any such additional exceptions to title shown in the Title Update within five (5) days following Buyer's receipt of same, or the failure of Buyer to object to any easements to be reserved by Seller or other information disclosed by Seller pursuant to Section 4.2 within five (5) days following Buyer's receipt of same, which objection shall be in writing and shall specifically delineate the reasons therefor, shall be deemed to be an approval by Buyer of the condition of title to the Property. If any of such additional exceptions to title shown in the Title Update or proposed easements or other title matters disclosed by Seller pursuant to Section 4.2 are objectionable to Buyer, Seller may, at its sole election, agree to remove such objectionable items or otherwise satisfy Buyer with respect to such items prior to close of escrow. If Seller is unable or unwilling to remove any such objectionable items or otherwise satisfy Buyer with respect thereto, Buyer shall have the right, upon written notice to Seller given within five (5) days after Seller's notice of refusal or inability to remove the exceptions, to terminate this Agreement. If Buyer elects to terminate this Agreement, the Deposit, and any accrued interest thereon, shall be returned to Buyer, each party shall pay one-half (1/2) of the escrow termination fee, if any, and Seller and Buyer shall

thereupon each be released from any obligations under this Agreement, except those which expressly survive termination.

4.4 Title Insurance

Upon the Close of Escrow, Buyer shall cause the Title Company to issue to Buyer either an ALTA or CLTA title insurance policy in an amount of the Purchase Price (or other such amount as may be reasonably acceptable to Buyer) insuring that fee simple title to the Property is vested in Buyer, subject only to the Permitted Exceptions.

5. CONDITION OF PROPERTY

5.1 AS IS CONDITION

BUYER HAS BEEN STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING THE PRESENCE OF ANY DISTRIBUTION OR TRANSMISSION LINES AND/OR DISTRIBUTION OR TRANSMISSION LINE FACILITIES ON THE PROPERTY AND POTENTIAL ENVIRONMENTAL HAZARDS ARISING FROM THE PRESENCE IN, ON, UNDER, AROUND OR ABOUT THE PROPERTY OF HAZARDOUS SUBSTANCES. EXCEPT AS EXPRESSLY HEREINAFTER PROVIDED HEREIN, NEITHER SELLER, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS MAKES OR HAS MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO THE PHYSICAL CONDITION OF THE PROPERTY, THE USES OF THE PROPERTY OR ANY LIMITATIONS THEREON, INCLUDING ANY REPRESENTATION OR WARRANTY PERTAINING TO ZONING, ENVIRONMENTAL OR OTHER LAWS, REGULATIONS OR GOVERNMENTAL REQUIREMENTS; THE UTILITIES ON THE PROPERTY, THE COSTS OF OPERATING THE PROPERTY OR ANY OTHER ASPECT OF THE ECONOMIC OPERATIONS OF THE PROPERTY; THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY; TOXIC MATERIALS OR HAZARDOUS SUBSTANCES IN, ON, UNDER, AROUND OR ABOUT THE PROPERTY; OR ANY OTHER MATTER BEARING ON THE USE, VALUE OR CONDITION OF THE PROPERTY. SELLER MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OF TITLE TO THE PROPERTY, AND BUYER AGREES THAT IT WILL RELY SOLELY ON ITS POLICY OF TITLE INSURANCE ISSUED PURSUANT TO SECTION 4.4.

5.2 Right of Inspection

(a) For a period of Fifteen (15) days following the Effective Date of this Agreement ("Inspection Period"), subject to the terms and conditions of this Section 5.2, Buyer and Buyer's authorized representatives, may enter onto the Property at any reasonable time and from time to time to survey and inspect the Property. Notwithstanding any terms of this Agreement to the contrary, if prior to the expiration of the Inspection Period, Buyer notifies Seller in writing that is approves the physical condition of the Property, the Inspection Period shall terminate on such notification date. No testing, including soil or groundwater sampling, may be conducted on the Property unless and until the testing plans and procedures are approved in writing by Seller, which approval may be withheld, or granted upon such conditions as Seller may determine, in Seller's sole and absolute discretion. If Seller approves of such testing, Buyer shall execute whatever additional agreement concerning such testing as Seller shall require, and Buyer shall prepare, at Buyer's sole cost and expense, a work plan that describes in detail the nature, scope, location and purpose of all of Buyer's activities to be performed on the Property, including methods and procedures for restoration of any alteration to Property, and a health and safety plan. In addition, at Buyer's sole cost and expense, Buyer shall comply with all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force. In the event that Buyer conducts any such testing, Buyer shall return the Property as nearly as possible to the same condition the Property was in before any entry or testing activities.

(b) Buyer shall notify Molly Zimney, Seller's representative for the Property, ("Seller's Representative"), by telephone at 415-973-6840, not less than seventy-two (72) hours before Buyer or Buyer's representatives enter the Property in each instance. No such entry shall interfere with Seller's use of the Property or the use of the Property by any tenants, easement holders, licensees, permittees or other third parties occupying the Property. Seller shall have the right to have a representative accompany Buyer on each such entry.

(c) At Buyer's sole expense, Buyer shall provide Seller, as soon as they are available, with copies of the results of all analytical tests, photos, geological logs, studies and drafts of any and all reports generated as the result of Buyer's environmental investigations. Seller shall have ten (10) business days to comment thereon. Thereafter, Buyer shall incorporate any and all of Seller's reasonable comments into such reports before such reports are prepared in final form. Buyer shall provide Seller with copies of any and all final reports resulting from Buyer's activities on the Property as soon as they are available. Buyer shall keep such reports confidential as more specifically set forth in Section 5.7.

5.3 Indemnification; Release; Insurance

Buyer shall indemnify, defend (with counsel approved by Seller), protect and hold Seller, its officers, directors, employees, agents and contractors (collectively, "Indemnitees") harmless from and against any and all losses (including diminution in the value of the Property and other consequential damages), costs, claims, demands, actions, suits, orders, causes of action (including attorneys' fees and costs), obligations, controversies, debts, expenses, accounts, damages, judgments, and liabilities of whatever kind or nature, and by whomsoever asserted, in law, equity, or otherwise (collectively, "Claims") arising out of or in any way connected with the Property and occurring as a result of any entry upon the Property, or activities conducted thereon by Buyer, its agents, contractors or employees, including Claims arising from the passive or active negligence of the Indemnitees. Buyer's entry upon the Property and activities conducted thereon by or on behalf of Buyer shall be at Buyer's sole risk and expense. **Seller shall not be liable to Buyer for, and Buyer hereby waives and releases Seller and the other Indemnitees from, any and all Claims arising out of or in any way connected with the Property and occurring as a result of any entry upon the Property, or activities conducted thereon by Buyer, its agents, contractors or employees, including Claims arising from the passive or active negligence of any of the Indemnitees.** Buyer shall, and shall cause Buyer's consultants, contractors and subcontractors to, procure, carry and maintain in effect before and throughout the period of time that Buyer shall be entering the Property, not less than \$2,000,000.00 in comprehensive general liability insurance coverage, insuring all activities and conduct of such parties on the Property, issued by an insurance company licensed in the State of California, having a Best's rating of not less than A-, and otherwise reasonably acceptable to Seller. Seller shall be an additional insured under such policy(ies). Buyer shall deliver to Seller certificates of insurance evidencing the coverages required hereunder, as well as original endorsements evidencing additional insured status, prior to any entry upon the Property by Buyer or Buyer's consultants, contractors and subcontractors. The provisions of this Section 5.3 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

5.4 Right to Terminate

If, for any reason, Buyer is not satisfied with the results of its inspection of the Property, Buyer shall have the right to terminate this Agreement by written notice to Seller given within the Inspection Period, but before 5:00 p.m. Pacific Time on the last day of the Inspection Period. Buyer's notice of termination shall specify in detail the basis for Buyer's termination of this Agreement. Buyer's failure to terminate this Agreement before the expiration of the Inspection Period shall be deemed Buyer's approval of all matters relating to the Property, including the physical condition of the Property, the possible uses of the Property and any limitations thereon. If Buyer elects not to terminate this Agreement as permitted above, (a) Buyer shall have no further right to terminate this Agreement, except in accordance with the provisions of Sections 7.5, 8, 9.2(b) or 9.3 below; and (b) in addition to all other claims waived by Buyer hereunder, Buyer shall be deemed to have waived any and all rights or claims against Seller with respect to matters discovered before the expiration of the Inspection Period. If Buyer elects to terminate this Agreement as

permitted above, Buyer shall be entitled to return of the Deposit (less the Independent Consideration), and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate as of the date of such notice, except for the obligations that expressly survive the termination of this Agreement.

5.5 Hazardous Substances Disclosure

The property was the location of a former electric substation and at some time prior to or during Seller's ownership or use of the Property, Hazardous Substances, as defined in this section of the Agreement, on the Property were handled, treated, stored and/or released. Some of these Hazardous Substances may contain chemicals known to the State of California to cause cancer or reproductive toxicity. Seller has conducted a limited investigation of the property for Hazardous Substances as described in the environmental reports relating to the Property described on Exhibit D attached hereto ("Environmental Reports"). Seller agrees to provide Buyer with copies of the Environmental Reports and Buyer may utilize the Environmental Reports in its due diligence review; provided, however, Buyer acknowledges and agrees that (a) Seller makes absolutely no representations or warranties as to the accuracy or completeness of any information contained in the Environmental Reports or the methods upon which said information was obtained by the issuers of the Environmental Reports, (b) Buyer will not rely in any manner upon the information contained in the Environmental Reports and (c) neither Seller nor the issuer of any of the Environmental Reports shall have liability whatsoever to Buyer for any false, inaccurate or misleading matters or information, if any, contained in the Environmental Reports.

"Hazardous Substances" means any hazardous or toxic material or waste that is or becomes regulated by any local governmental authority, the State of California or the United States Government under any Environmental Requirements as defined in this Section of the Agreement. "Environmental Requirements" means all applicable present and future laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, judicial, administrative and regulatory decrees, directives and judgments of all governmental agencies, departments, commissions and boards, relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, including all requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of Hazardous Substances, whether solid, liquid or gaseous in nature, into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, whether solid, liquid or gaseous in nature. For purposes of this Agreement, Hazardous Substances include any material or substance:

(a) now or hereafter defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste" or "toxic substance" or words of similar nature under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) ("CERCLA"); the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Federal Water Pollution Control Act (33 U.S.C. § 1151 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Safe Drinking Water Act (42 U.S.C. § 300f et seq.); the River and Harbor Act of 1899 (33 U.S.C. § 401 et seq.); the National Emission Standard for Asbestos (40 C.F.R. § 61.140 et seq.), the OSHA Construction Standards (29 C.F.R. § 1926.1001 et seq.); the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); the Oil Pollution Act (33 U.S.C. § 2701 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.); the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.); the Atomic Energy Act of 1954, (42 U.S.C. § 2011 et seq.); the Nuclear Waste Policy Act of 1982 (42 U.S.C. § 10101 et seq.); the Medical Waste Management Act (Cal. Health & Safety Code § 25015 et seq.); the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13000 et seq.); the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Cal. Health and Safety Code § 25300 et seq.); the Hazardous Waste Act (Cal. Health & Safety Code § 25100 et seq.); any and all rules and regulations of the United States or

California Environmental Protection Agency or any successor agency, or any other state or federal department, board or agency, or any other agency or governmental board or entity having jurisdiction, as any of the foregoing have been, or are hereafter amended from time to time; or

(b) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any State of the United States or any political subdivision thereof; or which cause, or are listed by the State of California as being known to the State of California to cause, cancer or reproductive toxicity; or including without limitation substances containing petroleum hydrocarbons, lead-based paint or other lead contamination, asbestos or asbestos-containing materials, or radon gas; or

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

(d) that contains gasoline, diesel fuel or other petroleum hydrocarbons; or

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

(f) that contains radon gas.

"Environmental Requirements" means all applicable present and future laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders, judicial, administrative and regulatory decrees, directives and judgments of all governmental agencies, departments, commissions and boards, relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater.

5.6 Intentionally Omitted


5.7 Buyer's Release and Indemnity

(a) Generally

Buyer acknowledges that Seller shall not in any manner be responsible to Buyer for the presence of any Electric and Magnetic Fields or Hazardous Substances on, under, about or otherwise affecting the Property. The parties have taken the obligations of Buyer set forth in this Agreement into account in establishing the Purchase Price for the Property. To ensure that Buyer understands the risks inherent in Buyer's execution of this Agreement Seller has strongly advised Buyer to investigate the condition and suitability of all aspects of the Property and all matters affecting the value or desirability of the Property, or that may be perceived to affect the value or desirability of the Property. Buyer hereby acknowledges and confirms that it has been afforded the opportunity to, and has, as of the date hereof, performed all environmental inspections, tests and studies, including invasive testing and/or groundwater sampling on, under, about or adjacent to the Property, which Buyer and its consultants and engineers have deemed necessary to assess the condition of the Property and to assume the risk of the release and indemnity provided for in this Agreement. Buyer acknowledges that it may hereinafter discover facts different from or in addition to those that it now knows or believes to be true with respect to the matters which are the subject of this Agreement, and agrees that this Agreement shall remain in effect in all respects, notwithstanding the discovery of such different or additional facts. In addition, Buyer understands and agrees that its agreements and covenants contained in this Agreement extend to all claims of any nature and kind, known or unknown, suspected or unsuspected, based in whole or in part on facts existing in the

past or as of the date hereof, and in that regard, Buyer acknowledges that it has read, considered and understands the provisions of Section 1542 of the California Civil Code which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Buyer's Initials:  _____

Buyer represents and warrants to Seller that it is the sole and lawful owner of all right, title and interest in and to every Claim that Buyer purports to release herein, and that it has not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm, association, corporation or other entity, any right, title or interest in any such Claim. In the event that such representation is false, and any such Claim is asserted against any of the Released Parties, by any party or entity who is the assignee or transferee of such Claim, then Buyer shall fully indemnify, defend and hold harmless the Released Party against whom such Claim is asserted from and against such Claim and from all actual costs, fees, expenses, liabilities and damages that that party incurs as a result of the assertion of such Claim.

Based upon the advice of its counsel, Buyer knowingly and voluntarily waives and relinquishes any and all rights that it may have under Section 1542 as well as under the provisions of all comparable, equivalent, or similar statutes and principles of common law or other decisional law of any and all states of the United States or of the United States. Buyer understands and acknowledges the significance and consequences of this waiver and hereby assumes the risk of any injuries, losses or damages that may arise from such waiver.

Buyer: **Hugh Futrell Corporation**

By:  _____

Print Name: Hugh Futrell

(b) Indemnity.

Buyer agrees and covenants, at its sole cost and expense, to indemnify, protect, defend by counsel approved by Seller, and hold the Released Parties harmless, from and against any and all Claims (including the payment of damages, both actual and consequential, the payment of the actual fees and expenses of experts, attorneys and others and the payment of "response costs" under CERCLA or any other Environmental Requirements) arising from or relating, in whole or in part, to its activities with respect to the Property occurring after the Close of Escrow, including, but not limited to: (a) any violation of the Environmental Requirements; (b) any lawsuit brought or threatened, settlement reached, or government order relating to any Hazardous Substances on, about, adjacent to, or affecting the Property; (c) the use, generation, refining, manufacture, transportation, transfer, production, processing, storage, handling or treatment of any Hazardous Substances on, under, from, or affecting the Property or Other Property; (d) the presence, disposal, dumping, escape, seepage, leakage, spillage, discharge, emission, pumping, emptying, injecting, leaching, pouring, release or threatened release of any Hazardous Substances on, under, from, or affecting the Property or any Other Property; (e) any Remediation, as defined in this Section of the Agreement, of any Hazardous Substances on, under, about, or affecting the Property or any Other Property to the extent required by any Environmental Requirements; or (f) any personal injury (including wrongful death) or property damage (real or personal) resulting from any Hazardous Substances on, under, from, or affecting the Property or any Other Property. The foregoing indemnity includes Claims arising from the passive or active negligence of the Released Parties. "Remediation" refers to the process of, and all work and planning performed in connection with, the investigation, testing for, monitoring, remediation, containment, transportation, removal and disposal or recycling of Hazardous Substances and containers of Hazardous Substances from the Property and any

other property to which Hazardous Substances originating on the Property have migrated or may migrate in the future ("Other Property"), and the repair and restoration of the Property and Other Property, and restoration and mitigation of affected natural resources, regardless of whether such actions are required by Environmental Requirements. The purpose of the foregoing indemnity is to protect Seller and the other Released Parties from expenses, damages, liabilities and obligations for personal injury of any type and injury to real or personal property of any type related to the presence of Hazardous Substances in, on, or under the Property arising from or relating, in whole or in part, to Buyer's activities, after the Close of Escrow. Buyer's obligation to defend includes the obligation to defend claims and participate in administrative proceedings, even if they are false or fraudulent. Buyer understands and agrees that its liability to Seller shall arise upon the initiation of any Claims, and not upon the realization of loss or damage.

(c) Notice by Buyer.

Buyer shall promptly notify Seller of any notice of potential liability for costs of Remediation, and following such notification (or the determination by Seller of its potential liability for such costs) provide such information and reports with respect to such potential liability and the status of Hazardous Substances or Electric and Magnetic Fields on the Property or Other Property as Seller shall reasonably request.

5.8 Natural Hazard Disclosures

Seller is, or may be, required under California law to disclose if the Property lies within the following natural hazard areas or zones: (a) a special flood hazard area designated by the Federal Emergency Management Agency (Government Code Section 8589.3); (b) an area of potential flooding shown on a dam failure inundation map (Government Code Section 8589.4); (c) a very high fire hazard severity zone ("Fire Hazard Severity Zone") (Government Code Section 51183.5); (d) a wildland area that may contain substantial forest fire risks and hazards ("Wildland Fire Zone") (Public Resources Code Section 4136); (e) an earthquake fault zone (Public Resources Code Section 2621.9); or (f) a seismic hazard zone (Public Resources Code Section 2694). Buyer acknowledges and understands that: (i) if the Property is located in a Fire Hazard Severity Zone, the owner is subject to the maintenance requirements of Government Code Section 51182; and (ii) if the Property is located in a Wildland Fire Zone, it is subject to the maintenance requirements of Public Resources Code Section 4291, and it is not the State of California's responsibility to provide fire protection services to any building or structure located within a Wildland Fire Zone unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Public Resources Code Section 4142. In addition, if the Property is situated in one or more of the hazard zones described above, Buyer's ability to develop the Property, obtain insurance, or receive assistance after a disaster may be limited. Buyer further acknowledges that the maps on which the natural hazard disclosures are based only estimate where natural hazards exist, and are not definitive indicators of whether or not a property will be affected by a natural disaster. Seller has employed the services of JCP-LGS Commercial Property Disclosure Reports (which, in such capacity is herein called "Natural Hazards Expert") to examine the maps and other information specifically made available to the public by government agencies for the purpose of enabling Seller to fulfill the foregoing disclosure obligations. A copy of the Natural Hazards Disclosure Report ("Natural Hazards Report") prepared by the Natural Hazards Expert is attached to this Agreement as Exhibit E. Buyer acknowledges that the Natural Hazards Report deals with matters within the scope of the Natural Hazards Expert's professional license or expertise, and Seller shall be liable for any error, inaccuracy or omission of any information relating to natural hazards disclosures not within its personal knowledge. Except as expressly provided herein, Seller is making and has made no representations regarding the seismic, geologic or other natural hazards affecting the Property, or the effect thereof on the future use or development of the Property, and Buyer should make its own inquiry and investigation of such hazards. Further, Buyer hereby waives, to the fullest extent permitted by law, any other disclosure requirements relating to natural hazards imposed on Seller by California law.

5.9 Confidentiality

Until the Close of Escrow, unless disclosure is otherwise required under this Agreement or under applicable law, Buyer shall keep and shall cause Buyer's agents, consultants and employees to keep confidential all tests, inspections and reports, documents, analyses, and opinions obtained or generated by Buyer with respect to the Property, including any information provided by Seller or received or prepared by Buyer in Buyer's independent factual, physical and legal examinations and inquiries respecting the Property (collectively, "Confidential Information"), except that Buyer may disclose the same to its legal counsel and consultants, provided that Buyer obtains the agreement in writing of such legal counsel and consultants to keep the Confidential Information confidential. Until the Close of Escrow, neither the contents nor the results of any Confidential Information shall be disclosed by Buyer, its agents, consultants and employees without Seller's prior written approval, which Seller may grant or withhold at Seller's sole and absolute discretion, unless and until Buyer is legally compelled to make such disclosure.

5.10 Survival

The covenants, agreements and obligations of Buyer contained in this Section 5 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

6. REPRESENTATIONS AND WARRANTIES

6.1 Seller's Representations

Seller hereby represents and warrants to Buyer to Seller's actual knowledge, as defined below in this Section 6.1, as follows:

(a) Seller has full right, power and authority to enter into this Agreement and to sell, convey and transfer the Property and all rights appurtenant thereto to Buyer; provided, however, that the foregoing representation and warranty is subject to Seller's receipt of any required CPUC Approval (as more particularly described in Section 7.3 below). All corporate action on the part of Seller necessary for the valid authorization, execution, and delivery of this Agreement, and the consummation of the transactions contemplated hereby has been taken, or at or before the Close of Escrow will have been taken.

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or constitute a default under any of the terms, conditions or provisions of any other agreement to which Seller is a party or by which Seller is bound, and will not violate any provision of, or require any consent, authorization or approval under, any applicable law, regulation, or order; provided, however, that the foregoing representation and warranty is subject to Seller's receipt of any required CPUC Approval (as more particularly described in Section 7.3 below).

(c) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit F, Seller has received no written notice from any governmental agency or private person during the six (6) month period preceding the Effective Date that the condition, use or operation of the Property violates any law or any order or requirement of any governmental agency that could materially and adversely affect the operation or value of the Property (other than violations which have been cured).

(d) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit F, during the twelve (12) month period preceding the Effective Date, Seller has received no written notice of any pending or threatened lawsuits of any kind against Seller that could materially and adversely affect the operation or value of the Property or prohibit the sale thereof.

(e) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit F, during the twelve (12) month period preceding the Effective Date, Seller has received no written notice of

any pending, threatened or contemplated condemnation proceedings affecting the Property or any part thereof.

Seller's "actual knowledge" as used in this Section 6.1 or elsewhere in this Agreement shall mean the actual knowledge of, or receipt of written notice by, Seller's Representative, as of the Effective Date, without any duty of inquiry. Buyer acknowledges and agrees that Seller may have records or files not in the possession of Seller's Representative, which may include information concerning the Property. Buyer understands that Seller will not undertake to determine whether any of such other files and/or records contain information concerning the Property, and Seller will not make such other files and records available to Buyer for its review. In light of the voluminous files and records of Seller, and the uncertainty of the location or content of such files, Buyer acknowledges and agrees that Buyer will, except for the limited representations and warranties contained in this Section 6.1, rely solely on its own investigations in making its decision to acquire the Property.

6.2 Buyer's Representations

In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material, is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder) and shall fully survive the Close of Escrow for the period set forth in Section 11.2 below:

(a) If Buyer is an entity, Buyer is duly organized, validly existing and in good standing under the laws of the state of its organization and is qualified to do business in the state in which the Property is located and the persons executing this Agreement on behalf of Buyer have the full right and authority to execute this Agreement on behalf of Buyer and to bind Buyer without the consent or approval of any other person or entity. This Agreement and all documents executed by Buyer which are to be delivered to Seller upon the Close of Escrow are, or at the time of the Close of Escrow will be, (i) duly authorized, properly executed and delivered by Buyer, (ii) legal, valid and binding obligations of Buyer enforceable in accordance with their terms at the time of the Close of Escrow, and (iii) not in violation of any agreement or judicial order to which Buyer is a party or to which it is subject.

(b) Buyer is an experienced real property operator and investor, and is represented or has had an opportunity to be represented by counsel in connection with this transaction. Except for the express representations and warranties of Seller contained in Section 6.1 above, Buyer specifically acknowledges that it is acquiring the Property "AS IS, WHERE IS, WITH ALL FAULTS", without any representations or warranties of Seller, express or implied, written or oral, as to the nature or condition of title to the Property, the physical condition of the Property, the uses of the Property or any limitations thereon. Buyer is relying solely upon, and, as of the expiration of the Inspection Period will have conducted, its own analysis of the Property as it deems necessary or appropriate in acquiring the Property from Seller (including an analysis of any and all matters concerning the physical or environmental condition, condition of title, use, development or suitability for development of the Property). Buyer is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters.

(c) Buyer is not, and at no time during the term of this Agreement will be: (i) in violation of any Anti-Terrorism Law (defined below); (ii) conducting any business or engaging in any transaction or dealing with any Prohibited Person (defined below), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (iii) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 (defined below); or (iv) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in, any Anti-Terrorism Law. Neither Buyer nor any of its Affiliates, officers, directors, shareholders, partners or members is, or at any time during the term of this Agreement will be,

a Prohibited Person. As used herein, "Anti-Terrorism Law" means any law or regulation relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, Executive Order No. 13224, and Title 3 of the USA Patriot Act (defined below), and any regulations promulgated under any of them, each as may be amended from time to time. As used herein, "Executive Order No. 13224" means Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism," as may be amended from time to time. As used herein, "Prohibited Person" means (1) a person or entity that is listed in, or owned or controlled by a person or entity that is listed in, the Annex to Executive Order No. 13224; (2) a person or entity with whom Seller is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (3) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf>, or at any replacement website or other official publication of such list. As used herein, "USA Patriot Act" means the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56). As used herein, "Affiliate" means, with respect to any party, a person or entity that controls, is under common control with, or is controlled by such party.

(d) The representations and warranties of Buyer set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time and shall survive closing for the period set forth in Section 11.2.

7. CONDITIONS PRECEDENT

7.1 Conditions to Buyer's Obligations

Buyer's obligation to purchase the Property is subject to the fulfillment or waiver of each of the following conditions precedent:

(a) The Title Company shall be prepared to issue at the Close of Escrow the title insurance policy described in Section 4.4 upon payment of its regularly scheduled premium therefor; and

(b) Seller shall have performed each and every covenant contained in this Agreement to be performed by Seller at or before the Close of Escrow and subject to Section 9.3, the truth and accuracy of the representations and warranties made by Seller at the Close of Escrow.

7.2 Conditions to Seller's Obligations

Seller's obligation under this Agreement to sell the Property to Buyer is subject to Buyer's timely performance of each and every covenant contained in this Agreement to be performed by Buyer and the continued truth and accuracy of the representations and warranties made by Buyer.

7.3 CPUC Approval

Seller has determined that approval of the CPUC ("CPUC Approval") will be required as a condition precedent to Seller's sale of the Property to Buyer, and therefore, the obligation of each party to close the sale of the Property shall be conditioned upon obtaining such CPUC Approval at or before the Close of Escrow. Buyer acknowledges and agrees that CPUC Approval shall not be deemed to have occurred for purposes of this Agreement unless and until the CPUC approves the sale of the Property to Buyer in a form that is final, unconditional and unappealable, including exhaustion of all administrative appeals or remedies before the CPUC, and such CPUC Approval is approved by Seller in its sole and absolute discretion, including Seller's approval of the proposed accounting and ratemaking treatment of the sale. Buyer further acknowledges and agrees that Seller makes no representation or warranty with respect to

the likelihood of, or timing of, CPUC Approval, and Buyer hereby waives all claims against Seller for losses, expenses or damages suffered or incurred by Buyer as a result of the need for CPUC Approval, any delay in receipt of CPUC approval or the failure of the CPUC to approve the sale of the Property to Buyer.

7.4 Subdivision Map Act Compliance

At the Close of Escrow, the Property must comply with the California Subdivision Map Act ("Map Act") (Government Code Section 66410, et seq.) ("Map Act Compliance"). During the period that Seller has owned the Property, certain exemptions to the Map Act may apply due to Seller's status as a public utility. Said exemptions will not apply to Buyer, unless Buyer is also a public utility. The obligation of each party to close the sale of the Property shall be conditioned upon confirming Map Act Compliance or obtaining such Map Act Compliance before the Close of Escrow, which compliance shall be determined by Seller, in Seller's sole and absolute discretion. Buyer, at Buyer's expense, shall take all actions necessary to obtain Map Act Compliance to Seller's satisfaction, including obtaining a Certificate of Compliance, or obtaining the approval of and filing of a lot line adjustment, final subdivision map or parcel map, as applicable. Buyer shall consult with Seller regarding Buyer's proposed means to achieve Map Act Compliance and shall keep Seller reasonably apprised of the status of its efforts to achieve Map Act Compliance. Buyer acknowledges and agrees that Seller makes no representation or warranty with respect to Map Act Compliance, and Buyer hereby waives all claims against Seller that may arise out of losses, expenses or damages suffered or incurred by Buyer as a result of the need for Map Act Compliance, or the failure to obtain Map Act Compliance.

7.5 Termination of Agreement for Failure of Conditions

(a) Failure of Buyer's Conditions. If any one or more of the conditions to Buyer's obligations, as set forth in Section 7.1 or elsewhere in this Agreement, is not either fully performed, satisfied or waived in writing on or before the Closing Date, then Buyer may elect, by written notice to Seller, to terminate this Agreement and the Escrow, in which event Buyer shall be entitled to return of the Deposit (less the Independent Consideration), and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate.

(b) Failure of Seller's Conditions. If any one or more of the conditions to Seller's obligations, as set forth in Section 7.2 or elsewhere in this Agreement, is not either fully performed, satisfied or waived in writing on or before the Closing Date, then Seller may elect, by written notice to Buyer, to terminate this Agreement and the Escrow, in which event Buyer shall be entitled to return of the Deposit (less the Independent Consideration), subject to the terms of Section 2.1, and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate. Nothing in this paragraph shall be construed to limit Seller's rights under Section 9.1 in the event of a default by Buyer.

(c) CPUC Approval. The condition set forth in Section 7.3 may not be waived by either party. If Seller notifies Buyer before the Closing Date that Seller has not obtained CPUC Approval in a form satisfactory to Seller, in its sole and absolute discretion, then this Agreement and the Escrow shall automatically terminate as of the date of such notice, in which event Buyer shall be entitled to return of the Deposit (less the Independent Consideration), subject to the terms of Section 2.1, and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate, except for obligations that expressly survive the termination of this Agreement.

(d) Subdivision Map Act Compliance. The condition set forth in Section 7.4 may not be waived by either party. If Seller notifies Buyer before the Closing Date that Seller has not confirmed Map Act Compliance or determined that conveyance of the Property to Buyer as contemplated in this Agreement is exempt from the Map Act, then this Agreement and the Escrow shall automatically terminate as of the date of such notice, in which event Buyer shall be entitled to return of the Deposit (less the Independent Consideration), subject to the terms of Section 2.1 and this Agreement, the Escrow

and the rights and obligations of the parties hereunder shall terminate, except for obligations that expressly survive the termination of this Agreement.

8. CONDEMNATION

In the event of any taking of more than twenty-five percent (25%) of the land area of the Property in eminent domain proceedings or under threat of condemnation before the Close of Escrow, Buyer shall have the right to terminate this Agreement by giving to Seller written notice of termination within five (5) days following the date of such taking, in which event Buyer shall be entitled to return of the Deposit (less the Independent Consideration), subject to the terms of Section 2.1 and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate as of the date of such notice, except for obligations that expressly survive the termination of this Agreement. In the event of a taking of twenty-five percent (25%) or less of the land area of the Property before the Close of Escrow or in the event that Buyer shall not elect to terminate this Agreement as provided above, Buyer shall remain obligated to perform its obligations under this Agreement, and Seller shall assign to Buyer, at the Close of Escrow, the portion of any condemnation award attributable to Seller's interest in the Property. For the purposes of this Agreement, a taking in condemnation shall mean the taking of possession or the vesting of fee title to the Property in a governmental entity pursuant to the exercise of the power of eminent domain or pursuant to a deed given in lieu or in contemplation thereof.

9. DEFAULT

9.1 Buyer's Default

(a) IF THE SALE OF THE PROPERTY TO BUYER UNDER THIS AGREEMENT DOES NOT CLOSE BECAUSE OF A DEFAULT BY BUYER, SELLER MAY UNILATERALLY TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING WRITTEN NOTICE TO BUYER AND THE TITLE COMPANY. THEREUPON, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS UNDER THIS AGREEMENT, AND TITLE COMPANY IS HEREBY IRREVOCABLY INSTRUCTED BY BUYER AND SELLER TO DISBURSE THE DEPOSIT TO SELLER AS LIQUIDATED DAMAGES. IN ADDITION, TITLE COMPANY SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, AND ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER. SELLER'S RETENTION OF THE DEPOSIT IS NOT INTENDED AS A FORFEITURE OR A PENALTY, BUT IS INTENDED TO COMPENSATE SELLER FOR DAMAGES IT WILL SUSTAIN BY REASON OF SUCH DEFAULT BY BUYER, INCLUDING DAMAGES RESULTING FROM THE REMOVAL OF THE PROPERTY FROM THE MARKET, THE LOSS OF BUSINESS AND DEVELOPMENT OPPORTUNITIES AND THE LOSS OF PROSPECTIVE INVESTMENT IN OTHER PROPERTY. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF SELLER'S ACTUAL DAMAGES AS A RESULT OF BUYER'S DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, AND THE AMOUNT PROVIDED FOR HEREIN IS A REASONABLE ESTIMATE OF SUCH DAMAGES. BY THEIR SIGNATURES BELOW, SELLER AND BUYER SPECIFICALLY ACKNOWLEDGE THEIR ACCEPTANCE AND APPROVAL OF THE FOREGOING LIQUIDATED DAMAGES PROVISION.

(b) NOTHING CONTAINED IN THIS SECTION 9.1 SHALL SERVE TO WAIVE OR OTHERWISE LIMIT (1) SELLER'S REMEDIES OR DAMAGES FOR CLAIMS WITH RESPECT TO ANY OBLIGATIONS OF BUYER THAT, BY THE TERMS OF THIS AGREEMENT, SURVIVE THE CLOSE OF ESCROW OR ANY TERMINATION OF THIS AGREEMENT BEFORE THE CLOSE OF ESCROW, INCLUDING BUYER'S CONFIDENTIALITY OBLIGATIONS UNDER SECTIONS 5.7 AND 11.11 AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 5.3 AND SECTION 10.2, OR (2) SELLER'S RIGHTS TO OBTAIN FROM BUYER ALL COSTS AND EXPENSES OF ENFORCING THE LIQUIDATED DAMAGE PROVISION CONTAINED IN SECTION 9.1(a) ABOVE, INCLUDING ATTORNEYS' FEES AND COSTS PURSUANT TO SECTION 11.10 BELOW.

(c) THE PARTIES AGREE THAT SELLER WOULD SUFFER MATERIAL INJURY OR DAMAGE NOT COMPENSABLE BY THE PAYMENT OF MONEY IF BUYER WERE TO

BREACH OR VIOLATE ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTIONS 5.7 AND 11.11 OF THIS AGREEMENT. ACCORDINGLY, NOTWITHSTANDING THE PROVISIONS OF SECTION 9.1(a) ABOVE, IN ADDITION TO ALL OTHER REMEDIES THAT SELLER MAY HAVE, SELLER MAY BRING AN ACTION IN EQUITY OR OTHERWISE FOR SPECIFIC PERFORMANCE TO ENFORCE COMPLIANCE WITH SUCH SECTIONS, OR AN INJUNCTION TO ENJOIN THE CONTINUANCE OF ANY SUCH BREACH OR VIOLATION THEREOF. BUYER AGREES TO WAIVE ANY REQUIREMENT FOR A BOND IN CONNECTION WITH ANY SUCH INJUNCTIVE OR OTHER EQUITABLE RELIEF.

ACKNOWLEDGMENT AS TO ACCEPTANCE OF THE IMMEDIATELY PRECEDING LIQUIDATED DAMAGES PROVISION:

Buyer: Hugh Futrell Corporation

Seller: PACIFIC GAS AND ELECTRIC COMPANY

By: _____

By: Matthew Pender

Print Name: Hugh Futrell

Print Name: Matthew Pender

9.2 Seller's Default

If the sale of the Property under this Agreement does not close because of a default by Seller, Buyer shall have, at its option and as its sole remedies, the following:

(a) The right to pursue specific performance of this Agreement, provided that Buyer waives in writing any right it may have to bring an action for, or assert, any damages against Seller for such default of Seller. In no event shall Buyer be entitled to any damages as a result of a default by Seller under this Agreement.

(b) As an alternative to the remedy provided in Section 9.2(a), the right to terminate this Agreement, in which event Buyer shall be entitled to return of the Deposit (less the Independent Consideration), and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate as of the date of such notice, except for obligations that expressly survive the termination of this Agreement.

NOTHING CONTAINED IN THIS SECTION 9.2 SHALL SERVE TO WAIVE OR OTHERWISE LIMIT BUYER'S RIGHTS TO OBTAIN FROM SELLER ATTORNEYS' FEES AND COSTS PURSUANT TO SECTION 11.10 BELOW.

9.3 Failure of Conditions

If, before the Close of Escrow, Seller discloses to Buyer or Buyer otherwise discovers that (a) title to the Property is subject to defects, limitations or encumbrances other than as shown on the Title Report, or (b) Seller failed to make any material disclosures to Buyer regarding the Property, or (c) any representation or warranty of Seller contained in this Agreement is, or as of the Closing Date will be, untrue, (collectively, "Disclosure Defects") then Seller shall bear no liability for such Disclosure Defects, and Buyer shall, within three (3) days following Buyer's awareness of the existence of a Disclosure Defect, give Seller written notice of its objection thereto, which objection shall be in writing and shall specifically delineate the reasons therefor. If Buyer fails to furnish Seller with such an objection notice within said three (3) day period, Buyer shall be deemed to have irrevocably waived any right to object to the Disclosure Defect, and this Agreement shall continue in full force and effect. However, if Buyer furnishes Seller with such an objection notice within said three (3) day period, Seller may elect by notice to Buyer either (i) to attempt to cure or otherwise remedy Buyer's objection (in which event, Seller may postpone the Close of Escrow for up to thirty (30) days to effect said cure) or (ii) not to cure or otherwise remedy Buyer's objection. Buyer acknowledges and agrees that Seller shall have no obligation to cure any objection. If Seller is unable or unwilling to cure Buyer's objection within ten (10) days after notice thereof from Seller ("Seller's Cure

BREACH OR VIOLATE ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTIONS 5.7 AND 11.11 OF THIS AGREEMENT. ACCORDINGLY, NOTWITHSTANDING THE PROVISIONS OF SECTION 9.1(a) ABOVE, IN ADDITION TO ALL OTHER REMEDIES THAT SELLER MAY HAVE, SELLER MAY BRING AN ACTION IN EQUITY OR OTHERWISE FOR SPECIFIC PERFORMANCE TO ENFORCE COMPLIANCE WITH SUCH SECTIONS, OR AN INJUNCTION TO ENJOIN THE CONTINUANCE OF ANY SUCH BREACH OR VIOLATION THEREOF. BUYER AGREES TO WAIVE ANY REQUIREMENT FOR A BOND IN CONNECTION WITH ANY SUCH INJUNCTIVE OR OTHER EQUITABLE RELIEF.

ACKNOWLEDGMENT AS TO ACCEPTANCE OF THE IMMEDIATELY PRECEDING LIQUIDATED DAMAGES PROVISION:

Buyer: Hugh Futrell Corporation

Seller: PACIFIC GAS AND ELECTRIC COMPANY

By: _____

By: _____

Print Name: Hugh Futrell

Print Name: _____

9.2 Seller's Default

If the sale of the Property under this Agreement does not close because of a default by Seller, Buyer shall have, at its option and as its sole remedies, the following:

(a) The right to pursue specific performance of this Agreement, provided that Buyer waives in writing any right it may have to bring an action for, or assert, any damages against Seller for such default of Seller. In no event shall Buyer be entitled to any damages as a result of a default by Seller under this Agreement.

(b) As an alternative to the remedy provided in Section 9.2(a), the right to terminate this Agreement, in which event Buyer shall be entitled to return of the Deposit (less the Independent Consideration), and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate as of the date of such notice, except for obligations that expressly survive the termination of this Agreement.

NOTHING CONTAINED IN THIS SECTION 9.2 SHALL SERVE TO WAIVE OR OTHERWISE LIMIT BUYER'S RIGHTS TO OBTAIN FROM SELLER ATTORNEYS' FEES AND COSTS PURSUANT TO SECTION 11.10 BELOW.

9.3 Failure of Conditions

If, before the Close of Escrow, Seller discloses to Buyer or Buyer otherwise discovers that (a) title to the Property is subject to defects, limitations or encumbrances other than as shown on the Title Report, or (b) Seller failed to make any material disclosures to Buyer regarding the Property, or (c) any representation or warranty of Seller contained in this Agreement is, or as of the Closing Date will be, untrue, (collectively, "Disclosure Defects") then Seller shall bear no liability for such Disclosure Defects, and Buyer shall, within three (3) days following Buyer's awareness of the existence of a Disclosure Defect, give Seller written notice of its objection thereto, which objection shall be in writing and shall specifically delineate the reasons therefor. If Buyer fails to furnish Seller with such an objection notice within said three (3) day period, Buyer shall be deemed to have irrevocably waived any right to object to the Disclosure Defect, and this Agreement shall continue in full force and effect. However, if Buyer furnishes Seller with such an objection notice within said three (3) day period, Seller may elect by notice to Buyer either (i) to attempt to cure or otherwise remedy Buyer's objection (in which event, Seller may postpone the Close of Escrow for up to thirty (30) days to effect said cure) or (ii) not to cure or otherwise remedy Buyer's objection. Buyer acknowledges and agrees that Seller shall have no obligation to cure any objection. If Seller is unable or unwilling to cure Buyer's objection within ten (10) days after notice thereof from Seller ("Seller's Cure

Period"), then Buyer, as Buyer's sole remedy, shall elect to either (a) waive the Disclosure Defect and complete the purchase of the Property in accordance with the terms of this Agreement or (b) terminate this Agreement by giving written notice to Seller within ten (10) days after Seller's Cure Period, and, provided that Buyer shall not be in default hereunder, Buyer shall be entitled to return of the Deposit (less the Independent Consideration), and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate as of the date of such notice, except for obligations that expressly survive the termination of this Agreement. If Buyer fails to give Seller Buyer's written notice to terminate within ten (10) days after Seller's Cure Period, then Buyer shall be deemed to have elected to waive such Disclosure Defect and Buyer's right to terminate this Agreement pursuant to this Section 9.3. Notwithstanding anything to the contrary in this Agreement, Buyer's consent to the Close of Escrow in this transaction shall conclusively demonstrate Buyer's waiver of any Disclosure Defects known to Buyer before the Close of Escrow, and Buyer shall not be entitled to make any claim or bring any action for damages against Seller arising out of any Disclosure Defects.

10. BROKERS

10.1 Seller

Seller hereby represents and warrants to Buyer that Seller has incurred no obligation to any finder or real estate broker or salesperson with respect to this transaction other than to Keegan & Coppin Company, Inc., Dave Peterson ("Seller's Broker"), and in the event that any contrary claim is made, Seller shall indemnify, defend and hold Buyer harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and costs) with respect to any such additional finder, broker or salesperson. Seller shall pay any commissions owed to Seller's Broker pursuant to a separate agreement. Buyer acknowledges and agrees that Seller's Broker represents the interests of Seller and not Buyer in the transaction contemplated hereunder. In the event that this transaction does not close for any reason, including a default by Seller or Buyer, no finder's fee or real estate brokerage commission shall be payable to Seller's Broker. The representations, warranties and covenants of Seller contained in this Section 11.1 shall the expiration or earlier termination of this Agreement or the Close of Escrow.

10.2 Buyer

Buyer hereby represents and warrants to Seller that Buyer has not incurred any obligation to any finder or real estate broker or salesperson with respect to this transaction, and in the event that any contrary claim is made, Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and costs) with respect to any such finder, broker or salesperson. The representations, warranties and covenants of Buyer contained in this Section 11.2 shall the expiration or earlier termination of this Agreement or the Close of Escrow.

11. MISCELLANEOUS

11.1 Operation of the Property Prior to the Close of Escrow

During the period from the date of Seller's execution of this Agreement to the Close of Escrow, Seller shall maintain the Property in the condition in which it exists as of the Effective Date, normal wear and tear excepted, and otherwise act with respect to the Property in accordance with its pre-existing practices, as if the Property were not to be sold to Buyer. In addition, Seller agrees during such interim period not to enter into any lease, management agreement or maintenance or service contract, or to alter or amend any of the material terms of any such existing agreements that will be binding on Buyer, without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

11.2 Survival

The representations and warranties of Seller and Buyer contained in this Agreement shall survive the Close of Escrow and continue for a period of six (6) months thereafter and shall thereupon expire and be of no further force and effect; provided, however, that Buyer's representation and warranty set forth in Section 6.2(b) shall survive the Close of Escrow indefinitely. Any claim for breach of any such representations and warranties must be made in writing within such six (6) month period or shall be waived; provided that if any such claim that is initiated within such six (6) month period, may be pursued to completion by the claiming party. Notwithstanding the foregoing two sentences, discovery by Buyer of any Disclosure Defects before the Close of Escrow shall be exclusively governed by Section 9.3 above. The waivers of claims or rights, the releases and the obligations of Buyer under this Agreement to indemnify, protect, defend and hold harmless Seller and other Indemnitees shall survive the expiration or earlier termination of this Agreement or the Close of Escrow, and so shall all other obligations or agreements of Seller and Buyer which by their nature or by their terms survive.

11.3 Time of Essence

Time is of the essence of this Agreement and each and every provision hereof.

11.4 Submission of Agreement

Submission of this document for examination or signature by Buyer does not constitute an option or offer to sell the Property to Buyer. This document is not effective as a purchase and sale agreement or otherwise until executed and delivered by both Seller and Buyer.

11.5 Binding Effect; Assignment

This Agreement shall be binding upon, and shall inure to the benefit of, the heirs, successors and assigns of the parties hereto. Notwithstanding the foregoing, Buyer shall have no right to assign its rights and obligations under this Agreement unless (a) Buyer shall obtain the prior written consent of Seller to such assignment, which consent shall not be unreasonably withheld, (b) Buyer shall not then be in default of any of its obligations under this Agreement, (c) Seller shall have approved the form of assignment, (d) the assignee shall have expressly assumed all of the obligations of Buyer under this Agreement, (e) Buyer shall furnish Seller with evidence acceptable to Seller that the proposed assignee possesses the financial ability to perform Buyer's obligations contemplated by this Agreement, and (f) Buyer shall continue to be primarily liable under this Agreement; provided, however, that Buyer may freely assign its rights and obligations under this Agreement to any parent company, subsidiary or affiliate of Buyer, or to any partnership or other entity to be formed by Buyer for the purpose of acquiring the Property, provided that Buyer shall not be released of its obligations under this Agreement. Buyer acknowledges and agrees that Seller shall have the right to assign or otherwise convey its rights and/or obligations under this Agreement and/or with respect to the Property without the consent of Buyer, provided that Seller provides written notice of such assignment or conveyance, and the assignee assumes the remaining obligations of Seller under this Agreement. Said assignee shall be substituted as Seller hereunder and shall be entitled to the benefit of and may enforce Buyer's covenants, representations and warranties hereunder as if such assignee were the original Seller hereunder.

11.6 Severability

If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severable; provided, however, if such unenforceability or invalidity alters the substance of this Agreement (taken as a whole) so as to deny either party, in a material way, the realization of the intended benefit of its bargain, such party may terminate this Agreement by notice to the other party within thirty (30) days after the final determination. If such party so elects to terminate this Agreement, Buyer shall be entitled to return of the Deposit (less the Independent Consideration), subject to the terms

of 2.1, and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate as of the date of such notice, except for obligations that expressly survive the termination of this Agreement.

11.7 Governing Laws

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

11.8 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.9 Notices

Any notice or other communication required or permitted under this Agreement shall be in writing and shall be either personally delivered or transmitted by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or United Parcel Service, addressed to the parties as follows:

If to Seller:

If by registered or certified mail, return receipt requested:

Manager, Surplus Property
PG&E Land Management
P.O. Box 770000, Mail Code N10A
San Francisco, CA 94177

With a concurrent copy to:

Law Department
Pacific Gas and Electric Company
P.O. Box 7442
San Francisco, CA 94120
Attn: Managing Counsel,
Environmental and Real Estate Group

If by personal delivery or courier service:

Manager, Surplus Property
PG&E Land Management
245 Market Street, Room 1017B
San Francisco, CA 94105

With a concurrent copy to:

Law Department
Pacific Gas and Electric Company
77 Beale Street, Mail Code B30A
San Francisco, CA 94105
Attn: Managing Counsel,
Environmental and Real Estate Group

If to Buyer:

Hugh Futrell Corporation
Attn: Hugh Futrell
200 4th Street, Suite 250
Santa Rosa, CA 95401
707-568-3482
Email: hf@hughfutrellcorp.com

The date of any notice or communication shall be deemed to be the date of receipt if delivered personally, or the date of the receipt or refusal of delivery if transmitted by mail or overnight courier. Any party may change the address for notice by giving notice to the other party in accordance with this Section.

11.10 Legal Fees

If either party shall bring an action to enforce its rights under this Agreement, or relating to the interpretation hereof, whether for declaratory or other relief, the prevailing party in any such proceeding shall be entitled to recover from the other party reasonable attorneys' fees and all costs, expenses and disbursements that the prevailing party incurred in connection with such proceeding and any appeal thereof (including, but not limited to, the reasonable costs of discovery, investigation, preparation for trial, professional or expert consultation and testimony). Buyer shall also pay all attorneys' fees and costs Seller incurs in defending this Agreement or otherwise protecting Seller's rights in any voluntary or involuntary bankruptcy case, assignment for the benefit of creditors, or other insolvency, liquidation or reorganization proceeding involving Buyer or this Agreement, including all motions and proceedings related to relief from an automatic stay, use of cash collateral, claim objections, disclosure statements and plans of reorganization. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. The costs to which the prevailing party is entitled shall include all costs that are allowable under any applicable statute, including Code of Civil Procedure Sections 1032 and 1033.5, as well as non-statutory costs, including costs of investigation, copying costs, electronic discovery costs, electronic research costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees and costs, travel expenses, court reporter fees, transcripts of court proceedings not ordered by the court, mediator fees and attorneys' fees incurred in discovery, contempt proceedings, and bankruptcy, insolvency, liquidation and reorganization proceedings. The non-prevailing party shall also pay the attorneys' fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. For purposes hereof, the reasonable fees of Seller's in-house attorneys who perform services in connection with any such action are recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by Seller's Law Department. Any such fees and costs incurred before judgment, award, or decree may be included in any judgment, award or decree entered in such proceeding in favor of the prevailing party. Any such fees, costs and expenses incurred by the prevailing party in enforcing a judgment, award or decree in its favor shall be recoverable separately from and in addition to any other amount included in such judgment, award or decree. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

11.11 Confidentiality; No Recorded Memorandum; No Publicity

(a) Except to the extent required by law, and except to the extent requested by any governmental or quasi-governmental authority (including the CPUC and the Federal Energy Regulatory Commission), Buyer shall not disclose the terms of this Agreement to any third party without the prior written consent of Seller. It is understood that the confidentiality of the terms hereof is critical to

preserve the financial integrity of the Property. Buyer shall not record this Agreement or any short form memorandum of this Agreement.

(b) The parties agree to coordinate all communication relating to this transaction. Buyer shall not issue any news releases, respond to any media inquiries, or otherwise make any statements, even in an "off the record" conversation, regarding this transaction. This prohibition includes making posts on internet and intranet site(s). All communication about this transaction, both verbal and in writing, must be approved in advance in writing by Seller or be presented in a manner that is consistent with communications prepared by Seller.

(c) For purposes of this Agreement, it shall not be a breach or default of the confidentiality provisions of this Agreement if any documents, information or material is or becomes publicly available without breach of this Agreement by Buyer; or is rightfully received by Buyer from a third party without obligations of confidentiality.

11.12 Limitation on Liability

Buyer expressly agrees that the obligations and liabilities of Seller under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives of Seller. Seller's liability, if any, arising in connection with this Agreement or with the Property shall be limited to Seller's interest in the Property, or to the sales proceeds from the Property subsequent to the Close of Escrow, for the recovery of any judgment against Seller, and Seller's liability shall not extend to any other property or assets of Seller. The limitations of liability contained in this Section shall apply equally and inure to the benefit of Seller's present and future officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives, and their respective heirs, successors and assigns.

11.13 Required Actions of Buyer and Seller

Buyer and Seller agree to take such reasonable actions, including acknowledging, delivering or executing instruments and documents, as may be required to effectuate the purposes of this Agreement or to close the purchase and sale of the Property as contemplated herein, except that Seller shall be obligated to provide an Owner's Affidavit only in a form acceptable to Seller, in Seller's sole and absolute discretion.

11.14 Back-Up Offers

Seller shall have the right to solicit, receive, consider and accept so-called "back-up" offers to purchase the Property.

11.15 Joint and Several Liability

If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Agreement as Buyer, the liability of each such individual, corporation, partnership or other business association to perform Buyer's obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Buyer shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

11.16 Captions

Captions to the paragraphs and sections in this Agreement are included for convenience only and do not modify any of the terms of this Agreement.

11.17 Interpretation

This Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. The captions in this Agreement are for convenience of reference only and shall not be used to define or interpret any provision hereof. Unless the context clearly requires otherwise, (i) the plural and singular shall each be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall each be deemed to include the others; (iii) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (iv) "or" is not exclusive; (v) "include," "includes," and "including" are not intended to be restrictive, and lists following such words shall not be interpreted to be exhaustive or limited to items of the same type as those enumerated; and (vi) "days" means calendar days, except if the last day for performance occurs on a Saturday, Sunday, or any legal holiday, then the next succeeding business day shall be the last day for performance.

11.18 Mandatory Negotiation and Mediation

(a) Except as provided in this Section, Seller and Buyer agree to first negotiate and then mediate with respect to any claim or dispute arising out of or relating to this Agreement, before resorting to court action. Either party may initiate settlement negotiations by providing written notice to the other party, setting forth the subject of the claim or dispute. Buyer and Seller agree to cooperate in scheduling negotiations and to participate in the settlement negotiations in good faith. If Buyer and Seller fail to settle such claim or dispute within thirty (30) days after the date of mailing of the notice initiating settlement negotiations or within such additional time period as the parties may agree in writing, the parties agree to submit the matter to JAMS for mediation within thirty (30) days thereafter. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the claim or dispute and the relief requested (the "Mediation Notice"). Except as provided herein or by written agreement of the parties, the mediation shall be conducted in San Francisco pursuant to the JAMS rules. The parties will cooperate in selecting a mediator from the JAMS panel of neutrals, and in scheduling the mediation proceedings. If the parties do not select a mediator within thirty (30) days after the Mediation Notice, the parties agree that either party may request that JAMS in San Francisco, California, facilitate the choice of mediator by applying the "strike and rank" process used for appointment of arbitrators in arbitration proceedings, or to appoint a mediator, if necessary, and both parties agree to the appointment of such mediator as so selected. The parties agree to participate in the mediation in good faith, and to share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their employees, agents, experts and attorneys, and by the mediator and any other JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, but evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If JAMS should no longer exist at the time the claim or dispute arises, the matter shall be submitted to its successor entity, or if there is no such successor entity, to the American Arbitration Association or other similar organization mutually agreed upon by the parties, and except as provided herein or by mutual agreement of the parties, the mediation rules of such successor or alternate organization shall apply. Except as may be expressly set forth in any written settlement agreement, should the matter be settled by negotiation or mediation before commencing court action, each party shall pay its own attorneys' fees and costs. Except as provided in Section 11.18(b), neither party may commence an action arising out of or relating to this Agreement until expiration of the negotiation period and completion of the initial mediation session in accordance with this Section. If either party commences an action with respect to a claim or dispute covered by this Section without first attempting to resolve the matter through negotiation and mediation, or refuses to negotiate or mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees and costs, even if such fees and costs would otherwise be available to that party in such action.

(b) Either party may seek equitable relief to preserve the status quo before participating in the negotiation and mediation proceedings required pursuant to Section 11.18(a). In

addition, matters that are within the jurisdiction of probate, small claims, or bankruptcy court are excluded from mandatory negotiation and mediation hereunder.

(c) The provisions of this Section 11.18 may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all fees and costs, including reasonable attorneys' fees, to be paid by the party against which enforcement is ordered. The covenants of Seller and Buyer contained in this Section 11.18 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

11.19 Agency Disclosure

It is hereby disclosed that Hugh Futrell, the principal of Hugh Futrell Corporation is a licensed real estate broker in the State of California acting as a principal in this transaction.

11.20 Release of Restrictive Covenant at Seller's Sole Discretion

Seller acknowledges that Buyer may, following close of escrow, take steps to further study and possibly remediate any environmental hazards that may exist on the property. Buyer is not, however, bound to do so by this agreement. Should Buyer undertake such studies or remediation, and provide Seller with the appropriately documented results of such studies or remediation, in the form of third party reports and analytical testing, then Seller shall examine these documented results and may, at its sole discretion, remove or modify the restrictive covenant encumbering the property attached herein as Exhibit H.

Buyer: Hugh Futrell Corporation

Seller: PACIFIC GAS AND ELECTRIC COMPANY

By: _____

By: Matthew Pender

Print Name: Hugh Futrell

Print Name: Matthew Pender

11.21 Exhibits

The following Exhibits are attached hereto and incorporated by reference into this Agreement:

- Exhibit A - Legal Description of Property
- Exhibit B - Joint Escrow Closing Instructions
- Exhibit C - Grant Deed
- Exhibit D - Environmental Reports
- Exhibit E - Natural Hazard Disclosure Statement
- Exhibit F - Disclosure Exhibit
- Exhibit G - Preliminary Title Report

- Exhibit H - Land Use Covenant

11.22 Entire Agreement; Amendment

This Agreement and the exhibits hereto contain the entire understanding of the parties relating to the subject matter hereof and shall supersede any prior written or oral agreements or communications between the parties pertaining to such subject matter. Seller's or Buyer's obligations under this Agreement may not be altered or amended in any respect except by a writing executed by both Buyer and Seller.

addition, matters that are within the jurisdiction of probate, small claims, or bankruptcy court are excluded from mandatory negotiation and mediation hereunder.

(c) The provisions of this Section 11.18 may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all fees and costs, including reasonable attorneys' fees, to be paid by the party against which enforcement is ordered. The covenants of Seller and Buyer contained in this Section 11.18 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

11.19 Agency Disclosure

It is hereby disclosed that Hugh Futrell, the principal of Hugh Futrell Corporation is a licensed real estate broker in the State of California acting as a principal in this transaction.

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Buyer: Hugh Futrell Corporation

Seller: PACIFIC GAS AND ELECTRIC COMPANY

By: _____

By: _____

Print Name: Hugh Futrell

Print Name: _____

11.21 Exhibits

The following Exhibits are attached hereto and incorporated by reference into this Agreement:

- Exhibit A - Legal Description of Property
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11.22 Entire Agreement; Amendment

This Agreement and the exhibits hereto contain the entire understanding of the parties relating to the subject matter hereof and shall supersede any prior written or oral agreements or communications between the parties pertaining to such subject matter. Seller's or Buyer's obligations under this Agreement may not be altered or amended in any respect except by a writing executed by both Buyer and Seller.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

SELLER:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: Matthew Pender

Print Name: Matthew Pender

Its: Director, Land Management

Date: 12/11/17

BUYER:

Hugh Futrell Corporation

By: _____

Print Name: Hugh Futrell

Its: _____

Date: _____

NOTE: BUYER AND SELLER ARE TO SPECIFICALLY ACKNOWLEDGE THEIR AGREEMENT WITH SECTION 9.1 AND 11.18 HEREOF BY PLACING THEIR SIGNATURES WHERE INDICATED BELOW SUCH SECTION.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

SELLER:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Print Name: _____

Its: _____

Date: _____

BUYER:

Hugh Futrell Corporation

By: *H Futrell*

Print Name: Hugh Futrell

Its: *Pres.*

Date: _____

NOTE: BUYER AND SELLER ARE TO SPECIFICALLY ACKNOWLEDGE THEIR AGREEMENT WITH SECTION 9.1 AND 11.18 HEREOF BY PLACING THEIR SIGNATURES WHERE INDICATED BELOW SUCH SECTION.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain real property situated, lying and being in the County of Sonoma, State of California, described as follows:

Lots 111, 112, 113 and 114 in Block 24, as numbered and designated upon the map entitled "Santa Rosa, Sonoma County, California", made by John S. Brewster, and filed in the Office of the County Recorder of Sonoma County on December 7, 1854.

Excepting from said Lot 111 all that portion thereof conveyed to the City of Santa Rosa, a municipal corporation in that certain deed recorded January 28, 1965 in Book 2104, Page 860, of Official Records.

The foregoing legal description of the Property may be subject to errors and omissions. Any prospective Buyer should make its own independent investigation to verify the accuracy of the legal description.

EXHIBIT B

JOINT ESCROW CLOSING INSTRUCTIONS

Date: _____

Chicago Title Insurance Company
455 Market Street, 21st Floor
San Francisco, CA 94105
Attn: Patricia Davison

Re: Escrow No. _____
PG&E's Assessor's Parcel No. 135-49-032-3, Property, Sonoma County, California

Ladies and Gentlemen:

These shall constitute the Joint Escrow Closing Instructions of Pacific Gas and Electric Company ("PG&E" or "Seller") and Hugh Futrell Corporation ("Buyer") under that certain Pacific Gas and Electric Company Standard Purchase and Sale Agreement dated November 17, 2017 ("Purchase Agreement") with regard to the following property: Assessor's Parcel No. 009-063-029, State Board of Equalization SBE No. 135-49-032-3, City of Santa Rosa, Sonoma County, California County, California ("Property"). The purchase price for the Property is \$400,000 ("Purchase Price"). Chicago Title Insurance Company ("Title Company") has received a copy of the Purchase Agreement **and California Public Utilities Commission's Decision** _____ **dated** _____, **approving the sale of the Property by Seller**. Unless otherwise defined herein, all capitalized words or terms used in these Joint Escrow Closing Instructions shall have the meanings ascribed to them in the Purchase Agreement.

1. DOCUMENTS AND FUNDS.

You shall be in a position to close escrow upon fulfillment of all of the conditions set forth below:

1.1. When you have received from Seller and Buyer, as indicated below, the following funds and documents:

(a) From Seller:

(i) A Grant Deed duly executed and acknowledged by Seller conveying the Property to Buyer;

(ii) Both California and U.S. non-foreign person affidavits ("Affidavits") executed by Seller; and

(ii) Any other instructions Seller may deem necessary which are not inconsistent with the terms of this Agreement; and

(iv) Such other instruments and documents as are reasonably required by the terms of this Agreement or by the Title Company, including an Owner's Affidavit, if required by the Title Company to issue the title insurance policy to Buyer described in Section 4.4, in a form approved by Seller, in Seller's sole and absolute discretion.

(b) From Buyer:

- (i) The Deposit in the amount of Thirty Thousand Dollars 00/100 (\$30,000.00)
- (ii) The balance of the Purchase Price in the amount of \$370,000;
- (iii) Any additional funds required to pay Buyer's share of closing costs and pro-rations;
- (iv) Any other instructions Buyer may deem necessary which are not inconsistent with the terms of this Agreement; and
- (v) Such other instruments and documents as are reasonably required by the terms of this Agreement or by the Title Company.

1.2. The Title Company shall be prepared to issue to Buyer the title insurance policy in accordance with Section 4.4 of the Purchase Agreement.

1.3. You have received telephonic confirmation from Buyer and Seller, or their respective counsel, that all of the conditions to the Close of Escrow to be fulfilled outside of this escrow have been fulfilled to the satisfaction of Buyer and Seller.

1.4. Upon satisfaction of the foregoing conditions, you are to inform Buyer and Seller by telephone that all such conditions have been satisfied.

2. SPECIAL NOTE: REAL PROPERTY TAXES.

Real property owned by PG&E is assessed by the California State Board of Equalization and not by the County Assessor. Property is assessed as of January 1 in each year and the tax becomes a lien on the property as of January 1 for the subsequent July 1 - June 30 tax year. Property will not be removed from the state tax rolls to the county tax rolls until the tax year following the one in which title to the property is transferred. **Therefore, if this escrow closes between January 1 and June 30, you are instructed to collect from Buyer its pro rata share of taxes for the current tax year AND the entire amount of the tax for the tax year beginning on the July 1 immediately following the Close of Escrow. If escrow closes between July 1 and December 31, you are instructed to collect from Buyer its pro rata share of the taxes for the current tax year only.** PG&E has undertaken directly with Buyer to pay property taxes due and payable for the tax years for which PG&E has collected funds from Buyer.

3. STEPS TO CLOSE ESCROW.

When you are in a position to close escrow, assemble all documents that have been submitted to escrow in counterpart by attaching the signature page received from Buyer to the document received from Seller, date all documents that are undated as of the closing date, and proceed as follows, and record documents exactly in the order set forth below:

3.1. Record the Grant Deed and instruct the Sonoma County Recorder to deliver the original Grant Deed to Buyer after recording;

3.3. Charge the respective accounts of Buyer and Seller for recording fees, filing fees, real property conveyance or documentary transfer taxes, title insurance premiums, notary fees, escrow fees and other costs and proration in accordance with Sections 3.4 and 3.5 of the Purchase Agreement;

3.4. Pay to or for the account of Seller the amount of the Purchase Price, plus the prorated real property taxes for the current tax year and, if applicable, all of the real property taxes for the

following tax year, and less any closing costs and prorations agreed to by Seller and in the manner directed by Seller;

3.5. Deliver the Affidavits to Buyer;

3.6. Deliver final escrow settlement statements, as approved by Buyer and Seller, to Buyer and Seller; and

3.7. Comply with any additional supplemental instructions submitted by Buyer or Seller, which are not inconsistent with these instructions.

4. MISCELLANEOUS.

4.1. These instructions may not be modified except in writing executed by the undersigned or the party to be charged. If this escrow is not in a position to close by 5:00 o'clock p.m. on _____, then you are to hold all documents and funds until further instructed by the undersigned.

4.2. These instructions may be executed in counterparts, and when taken together, the counterparts shall constitute one set of escrow instructions.

4.3. If you have any questions regarding these instructions, please contact the undersigned

4.4. All funds due to Seller are to be wire transferred to Mellon GCM (Boston Safe Deposit and Trust Co.), Boston, MA, ABA Routing Number: 011001234, for credit to: PG&E Depository Account, Account Number 075477. Please include the following information with the wire transfer: Contact Person: _____, Company Number _____, SAP Order Number _____, Billing Document _____.

4.5. All documents to be forwarded to Seller, and any extra originals of any documents held by the Title Company after disbursement of documents as directed herein, should be sent to:

Pacific Gas and Electric Company
Surplus Property
Attention: Molly Zimney_____
Mail Code N10A
P.O. Box 770000
San Francisco, CA 94177

If you agree to be bound by these instructions, please acknowledge the enclosed two copies of these instructions and return one copy each to Buyer and Seller.

Very truly yours,

SELLER:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Print Name: _____

Its: _____

BUYER:

Hugh Futrell Corporation

By: _____

Print Name: _____

Its: _____

Date: _____, _____

Date: _____, _____

RECEIPT AND ACKNOWLEDGMENT:

CHICAGO TITLE INSURANCE COMPANY

By: _____

Print Name: _____

Its: _____

EXHIBIT C
GRANT DEED

RECORDING REQUESTED BY AND RETURN TO:

HUGH FUTRELL CORPORATION
200 Fourth Street, Suite 240
Santa Rosa, California 95401

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# 2407-08-2803

DEED

2016314 (22-15-006) 4 17 1
Santa Rosa 'B' Sub Decommissioning

GRANT DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "Grantor", hereby grants, without warranty express or implied, to HUGH FUTRELL CORPORATION, a California corporation, hereinafter called "Grantee", the real property, situate in the City of Santa Rosa, County of Sonoma, State of California, described as follows (the "Property"):

(APN 009-063-029)

The parcel of land conveyed by Guy W. Young and Effie H. Young to Great Western Power Company, predecessor in interest of Grantor, dated June 8, 1912 and recorded in Book 296 of Deeds at page 243, Sonoma County Records, and therein described as follows:

Lots one hundred and eleven (111), one hundred and twelve (112), one hundred and thirteen (113) and one hundred and fourteen (114) in Block twenty-four (24), as numbered and designated upon the map entitled "Santa Rosa, Sonoma County, Cal.", filed in the office of the County Recorder of the County of Sonoma on December 7, 1854, in Liber 1 of Maps, Page 1.

Said property fronts 160 feet on what is called First Street and 100 feet on the East side of "E" street in said City of Santa Rosa.

Being the same lots and parcels of land conveyed by M. C. I. Davis to Guy W. Young, by deed dated April 10, 1906, and recorded in Liber 229 of Deeds, Page 197 of Sonoma County Records.

- 1 -

MAIL TAX STATEMENTS TO:

Name

Address

Zip

EXCEPTING from said Lot 111 all that portion thereof conveyed to the City of Santa Rosa, a municipal corporation in that certain deed recorded January 28, 1965 in Book 2104, Page 860, of Official Records.

Reserving to Grantor:

(a) easements for its existing pipe line and appurtenant facilities and necessary easements to replace (of the initial or any other size), repair, reconstruct, remove, maintain and use the same for such purposes as Grantor shall at any time and from time to time deem necessary; together with easements to excavate for, install, replace (of the initial or any other size), repair, reconstruct, remove, maintain and use such additional pipe lines as Grantor shall at any time and from time to time elect for conveying gas, oil, petroleum products, or any other liquids, gases, or substances which can be transported through a pipe line, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with any such pipe lines, and such underground wires, cables, conduits, appliances, fixtures and appurtenances, as Grantor shall from time to time elect for communication purposes (hereinafter referred to collectively as the "Gas Line Facilities"), together with adequate protection therefor, and also a right of way within the easement area described in EXHIBIT "A" and shown on EXHIBIT "B", both of which are attached hereto and made a part hereof (the "Easement Area"); and

(b) easements for its existing underground facilities for the transmission and distribution of electric energy and for communication purposes, together with the right to replace (of the initial or any other size), maintain and use the same; together with easements to excavate for, construct, install repair, reconstruct, replace (of the initial or any other size), maintain and use such additional underground facilities as Grantor shall from time to time elect for the transmission and distribution of electric energy and for communication purposes, consisting of, but not limited to, one or more lines of underground wires and cables, conduits, pipes, manholes, service boxes and electrical conductors, together with all necessary appliances and fixtures for use in connection therewith (hereinafter referred to collectively as the "Electric Facilities), together with adequate protection therefor, and also a right of way, within the Easement Area.

Collectively, the Gas Line Facilities and the Electric Facilities used together are hereinafter referred to as the "Facilities".

Further reserving to Grantor the right:

(a) of ingress to and egress from the Easement Area over and across the Property 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 Grantee, provided that such right of ingress and egress shall not extend to any portion of the Property which is isolated from the Easement Area by any public road or highway now crossing or hereafter crossing the Property;

(b) to use such portion of the Property contiguous to the Easement Area as may be reasonably necessary in connection with the construction, reconstruction, installation, inspection, maintenance, repair, replacement and removal of the Facilities;

(c) from time to time to trim and to cut down any and all trees and brush now or hereafter within the Easement Area and the further right, from time to time, to trim and cut down trees and brush on the Property along each side of the Easement Area which now or hereafter in the opinion of Grantor may interfere with or be a hazard to any of the Facilities, or as Grantor deems necessary to comply with applicable state or federal regulations;

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

(e) to mark the location of the 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 Grantee shall make of the Easement Area.

Grantee shall have the right to use the Easement Area for purposes which will not interfere with Grantor's full enjoyment of the rights hereby reserved; provided that

(a) Grantee shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within the Easement Area, or plant any trees or vines, or construct associated supporting structures, within the Easement Area, or diminish or substantially add to the ground cover over the Facilities, or construct any fences that will interfere with the maintenance and operation of the Facilities.

The conveyance by Grantor to Grantee pursuant to this Grant Deed is subject to:

(a) that certain "Covenant and Agreement to Restrict Use of Property Environmental Restriction" dated May 2, 2017 and recorded as Document Number 2017037340 in the Official Records of Sonoma County;

(b) a lien securing payment of non-delinquent real estate taxes and assessments that are not due and payable as of the Effective Date; and

(c) any exceptions to title disclosed by public records.

The Property hereby conveyed is no longer necessary or useful to Grantor in the performance by it of its duties to the public.

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 Property.

Dated _____, 20____.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By _____
Andrew K. Williams
Vice President
Land & Environmental Management

Attach to LD 2407-08-2803

Area 7, Northern Region, North Coast Division

Land Service Office: San Francisco

Line of Business: 43, 53, 81

Business Doc. Type: Conveyances Out

MTRSQ: 24.07.08.23.11, 24.07.08.23.12, 24.07.08.23.13, 24.07.08.23.14

FERC License Number(s): N/A

PG&E Drawing Number(s): L-9942

PLAT NO.: Elec.: II2818; Gas: 2634-D5

LD of any affected documents: 2407-08-0707

LD of any Cross-referenced documents: 2407-08-0705, 2407-08-2815

LD of any reference documents: 2407-08-0706

TYPE OF INTEREST: 4, 5, 6, 11F

SBE Parcel Number: 135-49-032-3

(For Quitclaims, % being quitclaimed): N/A

Order # or PM # (with Operations #, if applicable): 30784096-0005

JCN: 22-15-006

County: Sonoma

Utility Notice Numbers: N/A

851 Approval Application No.: N/A

Prepared By: DQT1

Checked By: SKW0

Approved By: ERSe (4/6/17)

LD 2407-08-2803
2016314 (22-15-006) 10 16 2
Santa Rosa 'B' Sub Decommissioning

EXHIBIT "A"

Real property situate in the northeast quarter of Section 23, Township 7 North, Range 8 West, Mount Diablo Base and Meridian, in the City of Santa Rosa, County of Sonoma, State of California, described as follows:

(APN 009-063-029)

All that portion of Lot 111 of Block 24 as shown upon the map filed for record December 7, 1854 in Book 1 of Maps at page 1, Sonoma County Records, more particularly described as follows:

A strip of land of the uniform width of 15 feet lying contiguous to and northeasterly of the northeasterly boundary line of the parcel of land described in the deed from Pacific Gas and Electric Company to the City of Santa Rosa dated January 5, 1965 and recorded in Book 2104 of Official Records at page 860, Sonoma County Records, and extending from the southerly boundary line of said Lot 111 northerly approximately 100 feet to the northerly boundary line of said Lot 111.

Containing an area of 1,500 square feet.

As shown upon EXHIBIT "B" attached hereto and made a part hereof.

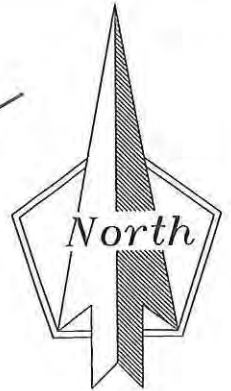



Parker J. Geisinger
LS No. 9098

4/27/17

T 7 N, R 8 W, SEC. 23, NE 1/4, M.D.B.&M.

DUARTE FAMILY PARTNERS
 DOC. NO. 19960041612, S.C.R.
 LOTS 116-118, BLK 24, 1 MAPS 1, S.C.R.
 APN 009-063-028



SANTA ROSA 'B' SUB
 PACIFIC GAS AND ELECTRIC COMPANY
 296 DEEDS 243, S.C.R.
 LOTS 111-114, BLK 24, 1 MAPS 1, S.C.R.
 APN 009-063-029
 LD 2407-08-0707
 SBE 135-49-32-3

CITY OF SANTA ROSA
 2104 OR 860, S.C.R.
 LD 2407-08-0705
 LD 2407-08-0706



LOT 112

LOT 111

E ST.

1ST ST.

LEGEND

-  - AREA BEING DESCRIBED
-  - PARCEL LINE
- S.C.R. - SONOMA COUNTY RECORDS
- () - PER 1 MAPS 1, S.C.R.

AREA BEING DESCRIBED

AREA = 1,500 SQ. FT.



AUTHORIZATION
 30784096
 BY A. BELIEW
 DR P. GEISINGER
 CH R. SULLIVAN
 O.K. P. GEISINGER
 DATE 10/5/2016

EXHIBIT "B"
 SANTA ROSA 'B' SUB
 DECOMMISSIONING
 PACIFIC GAS AND ELECTRIC COMPANY
 San Francisco California



JCN	22-15-006	
AREA	NORTH COAST	
COUNTY	SONOMA	
SCALE	1" = 20'	
SHEET NO.	1	OF 1
DRAWING NUMBER	L-9942	CHANGE 1

EXHIBIT D

ENVIRONMENTAL REPORTS

- 1) PG&E Santa Rosa Substation B Site Investigation and Remediation Report Prepared for Pacific Gas and Electric Company by Environmental Resources Management, dated December 2, 2016, identified as Project No. 0338862.

EXHIBIT E
NATURAL HAZARD DISCLOSURE REPORT



JCP-LGS Commercial Property Disclosure Reports
Natural Hazard Disclosure Report | MAP COVER PAGE
For SONOMA County

Property Address: 10 E ST
 SANTA ROSA, SONOMA COUNTY, CA 95404
 ("Property")

APN: 009-063-029
Report Date: 09/22/2017
Report Number: 2172984



Subject Property

	Special Flood Hazard Area
	Area of Potential Flooding, Dam Failure
	Very High Fire Hazard Severity Zone
	Wildland Area, Substantial Forest Fire Risk
	Earthquake Fault Zone
	Seismic Hazard Zone, Landslide
	Seismic Hazard Zone, Liquefaction



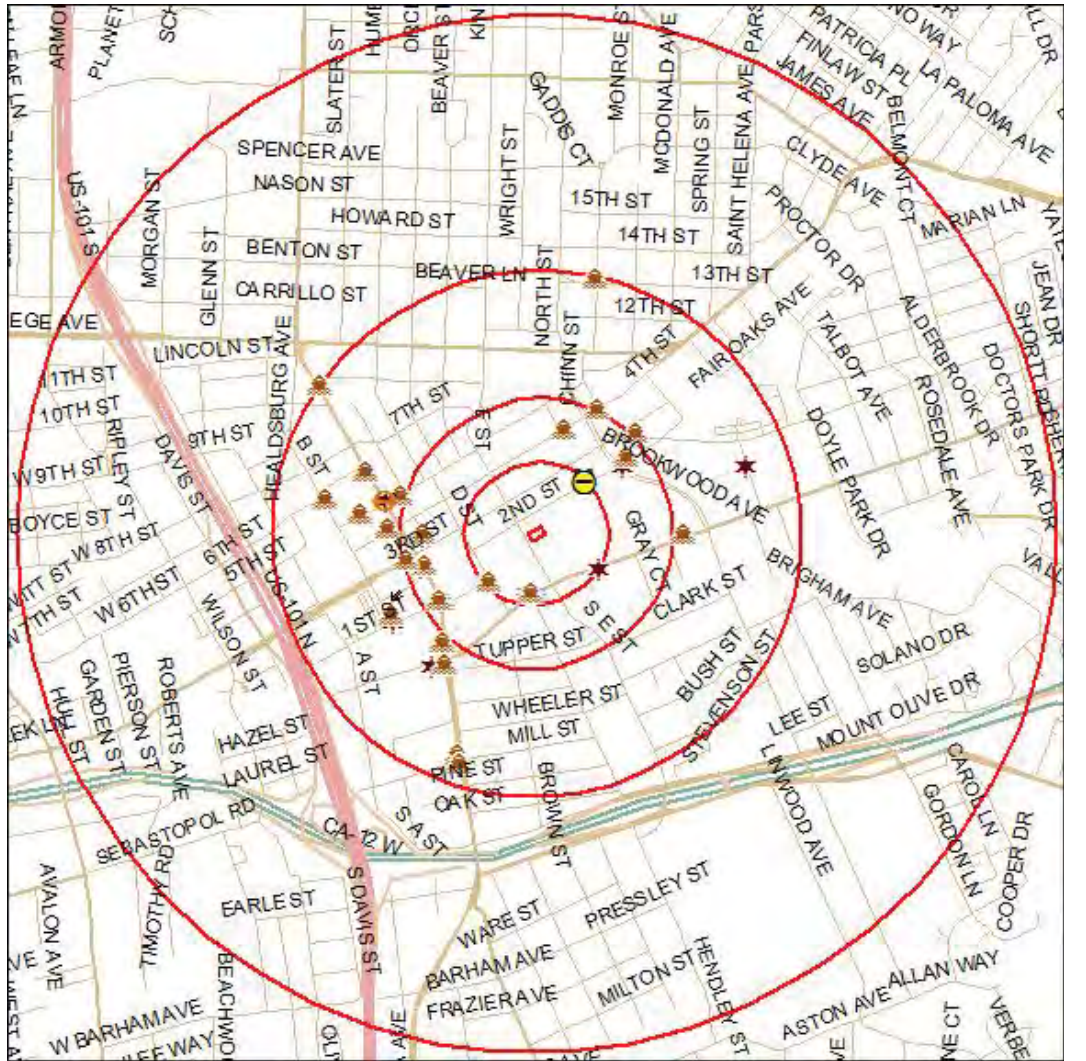
This map is provided for convenience only to show the approximate location of the Property and is not based on a field survey.


This COMMERCIAL PROPERTY DISCLOSURE REPORT contains the Commercial Natural Hazard Disclosure Report and the Commercial Environmental Report.

THIS REPORT PROVIDES THE STATUTORY DISCLOSURES MANDATED BY CALIFORNIA LAWS SPECIFIED HEREIN AND DELIVERY OF THIS REPORT AND THE EXECUTED STATUTORY FORM IS SUFFICIENT TO MEET THE SAFE HARBOR FOR THE SELLER AND SELLER'S AGENT. THIS REPORT ALSO CONTAINS OTHER IMPORTANT DISCLOSURES AND INFORMATION. SELLER AND SELLER'S AGENT MAY HAVE ADDITIONAL RESPONSIBILITIES FOR CERTAIN DISCLOSURES WITHIN THEIR ACTUAL KNOWLEDGE.

Property Address: 10 E ST
 SANTA ROSA, SONOMA COUNTY, CA 95404
 ("Property")

APN: 009-063-029
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 Subject Property



SEE MAP LEGEND ON NEXT PAGE



















NOTE: The map on the previous page may show more sites than are reported in the "Environmental Risk Screening Summary" table on Page 1. The map shows all sites found within the square coverage area. The table reports only those sites found within the circular AAI standard search distance for the database listed, which covers a smaller area. Outside of that standard search distance the table reports "NA" (not applicable). The AAI standard search distance differs between database categories, depending upon degree of potential hazard. See the selection called "Description of Databases Searched" for the actual AAI standard search distance used for each database category.



JCP-LGS Commercial Property Disclosure Reports
Environmental Screening Report | MAP LEGEND PAGE
For SONOMA County

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	(CERCLIS NPL) Federal National Priorities List or "Superfund" sites		(LUST) Leaking Underground Storage Tanks
	(CERCLIS) Fed. Sites investigated for poss. inclusion in the PNL		(UST) Underground Storage Tanks
	(RCRA TSD) Treatment, Storage & Disposal Sites for Haz. Materials		(RCRA GEN) Potential Generator of hazardous materials Sites
	(RCRA COR) Corrective Action Sites		(SWIS) Solid Waste Landfill Facilities
	(CERCLIS ARCHIVED) CERCLIS-Archived		(SLIC) Spills, Leaks, Investig. & Cleanup
	Tribal LUST		(ENVIROSTOR) State EnviroStor Cleanup Sites Database
	Tribal UST		(CONTROLS) Deed Restriction Or Other Controls
	(ERNS) Emergency Response Notification System		(Hist-UST) Historical Underground Storage Tanks
	(HWIS) Hazardous Waste Information Summary		(AST) Aboveground Storage Tanks



The Natural Hazard Disclosure Report For SONOMA County

Property Address: 10 E ST SANTA ROSA, SONOMA COUNTY, CA 95404 ("Property")

APN: 009-063-029 Report Date: 09/22/2017 Report Number: 2172984

Natural Hazard Disclosure ("NHD") Statement and Acknowledgment of Receipt

The transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective transferees may rely on this information in deciding whether and on what terms to purchase the Property.

The following are representations made by the transferor and his or her agent(s) or a third-party consultant based on their knowledge and maps drawn by the State. This information is a disclosure and is not intended to be part of any contract between the transferee and the transferor. THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency Yes ___ No X Do not know and information not available from local jurisdiction ___

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code. Yes X No ___ Do not know and information not available from local jurisdiction ___

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this Property is subject to the maintenance requirements of Section 51182 of the Government Code. Yes ___ No X

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISK AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code. Yes ___ No X

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code. Yes ___ No X

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code. Yes (Landslide Zone) ___ Yes (Liquefaction Zone) ___ No ___ Map not yet released by state X

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Transferor(s) Date 12.11.17 Signature of Transferor(s) Date

Signature of Agent Date Signature of Agent Date

Transferor(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).

Transferor(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Civil Code Section 1103.7, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Civil Code Section 1103.4. Neither transferor(s) nor their agent(s) (1) has independently verified the information contained in this statement and Report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. OPERATING THROUGH ITS JCP-LGS DIVISION. Date 22 September 2017

Transferee represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations in this Natural Hazard Disclosure Statement do not constitute all of the transferor's or agent's disclosure obligations in this transaction.

Signature of Transferee(s) Date Signature of Transferee(s) Date

TRANSFEREE(S) REPRESENTS ABOVE HE/SHE HAS RECEIVED, READ AND UNDERSTANDS THE COMPLETE JCP-LGS DISCLOSURE REPORT DELIVERED WITH THIS SUMMARY:

- A. Commercial Natural Hazard Disclosure Report, Commercial Environmental Screening Report. B. Additional Property-specific Statutory Disclosures: Former Military Ordnance Site, Airport Influence Area, Airport Noise, San Francisco Bay Conservation and Development District Jurisdiction (in S.F. Bay counties only). C. Additional County and City Regulatory Determinations as applicable: Airports, Avalanche, Blow Sand, Coastal Zone, Dam/Levee Failure Inundation, Debris Flow, Erosion, Flood, Fault Zone, Fire, Groundwater, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Redevelopment Area, Right to Farm, Runoff Area, Seiche, Seismic Shaking, Seismic Ground Failure, Slope Stability, Soil Stability, Subsidence, TRPA, Tsunami. D. General advisories: Methamphetamine Contamination, Mold, Radon, Endangered Species Act, Abandoned Mines, Oil & Gas Wells, Tsunami Maps (coastal only), Non-residential Building Energy Use, Wood-burning fireplaces. E. Government Guides in Combined Booklet with Report. Refer to Booklet: Commercial Property Owner's Guide to Earthquake Safety. Government Guides are also available on the Company's "Electronic Bookshelf" at http://www.disclosures.com/.



**JCP-LGS Commercial Property Disclosure Reports
The Natural Hazard Disclosure Report
For SONOMA County**

Property Address: 10 E ST
SANTA ROSA, SONOMA COUNTY, CA 95404
("Property")

APN: 009-063-029
Report Date: 09/22/2017
Report Number: 2172984

**Natural Hazard Disclosure ("NHD") Statement
and Acknowledgment of Receipt**

The transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective transferees may rely on this information in deciding whether and on what terms to purchase the Property. Transferor hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

The following are representations made by the transferor and his or her agent(s) or a third-party consultant based on their knowledge and maps drawn by the State. This information is a disclosure and is not intended to be part of any contract between the transferee and the transferor. **THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):**

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency
Yes ___ No **X** Do not know and information not available from local jurisdiction ___

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.
Yes **X** No ___ Do not know and information not available from local jurisdiction ___

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this Property is subject to the maintenance requirements of Section 51182 of the Government Code.
Yes ___ No **X**

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISK AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.
Yes ___ No **X**

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.
Yes ___ No **X**

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.
Yes (Landslide Zone) ___ Yes (Liquefaction Zone) ___
No ___ Map not yet released by state **X**

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Transferor(s) _____ Date _____ Signature of Transferor(s) _____ Date _____

Signature of Agent _____ Date _____ Signature of Agent _____ Date _____

- Transferor(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).
- Transferor(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Civil Code Section 1103.7, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Civil Code Section 1103.4. Neither transferor(s) nor their agent(s) (1) has independently verified the information contained in this statement and Report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. OPERATING THROUGH ITS JCP-LGS DIVISION.
Date 22 September 2017

Transferee represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations in this Natural Hazard Disclosure Statement do not constitute all of the transferor's or agent's disclosure obligations in this transaction.

Signature of Transferee(s) _____ Date 12-19-17 Signature of Transferee(s) _____ Date _____

TRANSFEREE(S) REPRESENTS ABOVE HE/SHE HAS RECEIVED, READ AND UNDERSTANDS THE COMPLETE JCP-LGS DISCLOSURE REPORT DELIVERED WITH THIS SUMMARY:

- A. Commercial Natural Hazard Disclosure Report, Commercial Environmental Screening Report.
- B. Additional Property-specific Statutory Disclosures: Former Military Ordnance Site, Airport Influence Area, Airport Noise, San Francisco Bay Conservation and Development District Jurisdiction (in S.F. Bay counties only).
- C. Additional County and City Regulatory Determinations as applicable: Airports, Avalanche, Blow Sand, Coastal Zone, Dam/Levee Failure Inundation, Debris Flow, Erosion, Flood, Fault Zone, Fire, Groundwater, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Redevelopment Area, Right to Farm, Runoff Area, Seiche, Seismic Shaking, Seismic Ground Failure, Slope Stability, Soil Stability, Subsidence, TRPA, Tsunami.
- D. General advisories: Methamphetamine Contamination, Mold, Radon, Endangered Species Act, Abandoned Mines, Oil & Gas Wells, Tsunami Maps (coastal only), Non-residential Building Energy Use, Wood-burning fireplaces.
- E. Government Guides in Combined Booklet with Report. Refer to Booklet: Commercial Property Owner's Guide to Earthquake Safety. Government Guides are also available on the Company's "Electronic Bookshelf" at <http://www.disclosures.com/>.



JCP-LGS Commercial Property Disclosure Reports
The Natural Hazard Disclosure Report
For SONOMA County

Property Address: 10 E ST
SANTA ROSA, SONOMA COUNTY, CA 95404
("Property")

APN: 009-063-029
Report Date: 09/22/2017
Report Number: 2172984

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JCP-LGS Commercial Property Disclosure Reports

The Natural Hazard Disclosure Report For SONOMA County

Property Address: 10 E ST
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("Property")

APN: 009-063-029
Report Date: 09/22/2017
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PROPERTY DISCLOSURE SUMMARY - READ FULL REPORT

Statutory NHD Determinations	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Flood		X		NOT IN a Special Flood Hazard Area. The Property is IN a FEMA-designated Flood Zone(s) X.	8
Dam	X			IN an area of potential dam inundation.	8
Very High Fire Hazard Severity		X		NOT IN a very high fire hazard severity zone.	9
Wildland Fire Area		X		NOT IN a state responsibility area.	9
Fault		X		NOT IN an earthquake fault zone designated pursuant to the Alquist-Priolo Act.	10
Landslide			X	Map Not Available	10
Liquefaction			X	Map Not Available	10

County-level NHD Determinations	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Fault		X		NOT WITHIN one-eighth of one mile of one or more fault trace(s) depicted in the public record	12
Landslide		X		NOT IN an area of definite or possible land sliding where failure and down slope movement of rock and soil has occurred, or may have occurred	12
Tsunami		X		NOT IN a tsunami runup area that may be inundated	13
Slope	X			IN Zone A for Slope hazard area.	12
Seismic Shaking	X			IN Unconsolidated for Seismic Shaking hazard area.	12

City-level NHD Determinations	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Fault		X		NOT IN an active fault zone and not within one-eighth of one mile of a potentially active fault trace as identified by the city	14
Ground Shaking	X			IN approximate limits of an area of violent groundshaking during an earthquake on the Rodgers Creek Fault	14
Landslide		X		NOT IN a city-designated landslide complex where there has been a previous failure	14
Slope Instability		X		NOT IN a city-designated area of relatively unstable rock on slopes greater than 15 percent	14

Additional Statutory Disclosures	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Former Military Ordnance		X		NOT WITHIN one mile of a formerly used ordnance site.	15
Airport Influence Area		X		NOT IN an airport influence area.	16
Airport Noise Area for 65 Decibel		X		NOT IN a delineated 65 dB CNEL or greater aviation noise zone.	17
Bay Conservation and Development Commission		X		NOT IN an area that is within the jurisdiction of the San Francisco Bay Conservation and Development Commission.	18

General Advisories	Description	NHD Report page:
Methamphetamine Contamination	Provides an advisory that a disclosure may be required pursuant to the "Methamphetamine Contaminated Property Cleanup Act of 2005".	19
Mold	Provides an advisory that all prospective purchasers of residential and commercial property should thoroughly inspect the subject property for mold and sources for additional information on the origins of and the damage caused by mold.	20
Radon	Provides an advisory on the risk associated with Radon gas concentrations.	21



JCP-LGS Commercial Property Disclosure Reports

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General Advisories	Description	NHD Report page:
Endangered Species	Provides an advisory on resources to educate the public on locales of endangered or threatened species.	21
Abandoned Mines	Provides an advisory on resources to educate the public on the hazards posed by, and some of the general locales of, abandoned mines.	22
Oil and Gas Wells	Provides an advisory on the potential existence of oil and gas wells and sources for additional general and/or specific information.	22
Tsunami Map Advisory	Provides an advisory about maximum tsunami inundation maps issued for jurisdictional emergency planning.	23
Residential Fireplace Disclosure	Provides disclosure of restrictions on the use of wood-burning fireplaces imposed by the Bay Area Air Quality Management District.	24

Environmental Screening Determinations	IS	IS NOT	Property is:	Environmental Report page:
Subject Property listed in a Disclosed Database?		X	NOT LISTED in any of the databases searched for this Report.	25
Federal National Priorities List or "Superfund" sites (NPL)		X	NOT WITHIN one mile of a NPL site.	42
Corrective Action Sites (RCRA COR)		X	NOT WITHIN one mile of a RCRA COR site.	42
Federal Sites investigated for possible inclusion in the NPL (CERCLIS)		X	NOT WITHIN one-half mile of a CERCLIS site.	42
CERCLIS Sites That Have Been Archived (CERCLIS-Archived)	X		WITHIN one-half mile of a CERCLIS-Archived site.	42
Treatment, Storage & Disposal Sites for Hazardous Materials (RCRA TSD)		X	NOT WITHIN one-half mile of a RCRA TSD site.	42
Tribal UST And/Or Tribal LUST		X	NOT WITHIN one-half mile of a Tribal UST or Tribal LUST site.	43
State EnviroStor Cleanup Sites Database (ENVIROSTOR)	X		WITHIN one-half mile of a ENVIROSTOR site.	43
State List of Spills, Leaks, Investigation & Cleanup (SLIC)	X		WITHIN one-half mile of a SLIC site.	43
State List of Solid Waste Landfill Facilities (SWIS)		X	NOT WITHIN one-half mile of a SWIS site.	43
State List of Leaking Underground Storage Tanks (LUST)	X		WITHIN one-half mile of a LUST site.	44
EnviroStor Site With Deed Restriction Or Other Controls (CONTROLS)		X	NOT WITHIN one-half mile of a CONTROLS site.	44
Potential Generator of hazardous materials Sites (RCRA GEN)	X		WITHIN one-eighth mile of a RCRA GEN site.	44
Emergency Response Notification System (ERNS, National Response Center)		X	NOT WITHIN one-eighth mile of a ERNS site.	44
State List of Underground Storage Tanks (UST)	X		WITHIN one-eighth mile of a UST site.	44
State List of Historical Underground Storage Tanks (Hist-UST)	X		WITHIN one-eighth mile of a Hist-UST site.	45
State Hazardous Waste Information Summary (HWIS)	X		WITHIN one-eighth mile of a HWIS site.	45
State List of Aboveground Storage Tanks (AST)		X	NOT WITHIN one-eighth mile of a AST site.	45

Determined by First American Professional Real Estate Services, Inc.

For more detailed information as to the foregoing determinations, please read this entire Report.



JCP-LGS Commercial Property Disclosure Reports

The Natural Hazard Disclosure Report

For SONOMA County

Property Address: 10 E ST
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Natural Hazard Disclosure Report

Part 1. State Defined Natural Hazard Zones

Statutory Natural Hazard Disclosures

Section 1103 of the California Civil Code mandates the disclosure of six (6) natural hazard zones if the Property is located within any such zone. Those six "statutory" hazard zones, disclosed on the **Natural Hazard Disclosure Statement** ("NHDS") on Page one of this Report, are explained below. Note that the NHDS does not provide for informing buyers if a property is only partially within any of the delineated zones or provide additional flood zone information which could be very important to the process. The following summary is intended to give buyers additional information they may need to help them in the decision-making process and to place the information in perspective.

SPECIAL FLOOD HAZARD AREA

DISCUSSION: Property in a Special Flood Hazard Area (any type of Zone "A" or "V" as designated by the Federal Emergency Management Agency ("FEMA")) is subject to flooding in a "100-year rainstorm." Federally connected lenders require homeowners to maintain flood insurance for buildings in these zones. A 100-year flood occurs on average once every 100 years, but may not occur in 1,000 years or may occur in successive years. According to FEMA, a home located within a SFHA has a 26% chance of suffering flood damage during the term of a 30-year mortgage. Other types of flooding, such as dam failure, are not considered in developing these zones. Flood insurance for properties in Zones B, C, D, X, X500, and X500_Levee is available but is not required.

Zones A, AO, AE, AH, AR, A1-A30: Area of "100-year" flooding - a 1% or greater chance of annual flooding.

Zone A99: An "adequate progress" determination for flood control system construction projects that, once completed, may significantly limit the area of a community that will be included in the Special Flood Hazard Area (SFHA). Such projects reduce but do not eliminate, the risk of flooding to people and structures in "levee-impacted" areas, and allow mandatory flood insurance to be available at a lower cost.

Zones V, V1-V30: Area of "100-year" flooding in coastal (shore front) areas subject to wave action.

Zone B: Area of moderate flood risk. These are areas between the "100" and "500" year flood-risk levels.

Zones C, D: NOT IN an area of "100-year" flooding. Area of minimal (Zone C) or undetermined (Zone D) flood hazard.

Zones X: An area of minimal flood risk. These are areas outside the "500" year flood-risk level.

Zone X500: An area of moderate flood risk. These are areas between the "100" and "500" year flood-risk levels.

Zone X500_LEVEE: An area of moderate flood risk that is protected from "100-year flood" by levee and that is subject to revision to high risk (Zone A) if levee is decertified by FEMA.

Zone N: Area Not Included, no flood zone designation has been assigned or not participating in the National Flood Insurance Program.

Notice: The Company is not always able to determine if the Property is subject to a FEMA Letter of Map Revision ("LOMR") or other FEMA letters of map change. If Seller is aware that the Property is subject to a LOMR or other letters of map change, the Seller shall disclose the map change and attach a copy of the FEMA letter(s) to the Report. Contact FEMA at <http://msc.fema.gov> for additional information.

For more information about flood zones, visit:

http://www.floodsmart.gov/floodsmart/pages/flooding_flood_risks/defining_flood_risks.jsp

PUBLIC RECORD: Official Flood Insurance Rate Maps ("FIRM") compiled and issued by the Federal Emergency Management Agency ("FEMA") pursuant to 42 United States Code §4001, et seq.

AREA OF POTENTIAL FLOODING (DAM FAILURE)

DISCUSSION: Local governmental agencies, utilities, and owners of certain dams are required to prepare and submit inundation maps for review and approval by the California Office of Emergency Services ("OES"). A property within an Area of Potential Flooding Caused by Dam Failure is subject to potential flooding in the event of a sudden and total dam failure with a full reservoir. Such a failure could result in property damage and/or personal injury. However, dams rarely fail instantaneously and reservoirs are not always filled to capacity. Please note that not all dams (such as federally controlled dams) located within the state have been included within these dam inundation zones. Also these maps do not identify areas of potential flooding resulting from storms or other causes.

PUBLIC RECORD: Official dam inundation maps or digital data thereof made publicly available by the State of California Office of Emergency Services ("OES") pursuant to California Government Code §8589.5.



JCP-LGS Commercial Property Disclosure Reports
The Natural Hazard Disclosure Report
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Property Address: 10 E ST
 SANTA ROSA, SONOMA COUNTY, CA 95404
 ("Property")

APN: 009-063-029
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VERY HIGH FIRE HAZARD SEVERITY ZONE (VHFHSZ)

DISCUSSION: VHFHSZs can be defined by the California Department of Forestry and Fire Protection ("Calfire") as well as by local fire authorities within "Local Responsibility Areas" where fire suppression is the responsibility of a local fire department. Properties located within VHFHS Zones may have a higher risk for fire damage and, therefore, may be subject to (i) additional construction requirements such as a "Class A" roof for new construction or replacement of existing roofs; and (ii) additional maintenance responsibilities such as adequate vegetation clearance near the structure, spark screens on chimneys and stovepipes, leaf removal from roofs, and other basic fire-safety practices. Contact the local fire department for a complete list of requirements and exceptions.

PUBLIC RECORD: Maps issued by Calfire pursuant to California Government Code § 51178 recommending VHFHSZs to be adopted by the local jurisdiction within its Local Responsibility Area, or VHFHSZs adopted by the local jurisdiction within the statutory 120-day period defined in California Government Code § 51179.

WILDLAND FIRE AREA (STATE RESPONSIBILITY AREA)

DISCUSSION: The State Board of Forestry classifies all lands within the State of California based on various factors such as ground cover, beneficial use of water from watersheds, probable damage from erosion, and fire risks. Fire prevention and suppression in all areas which are not within a Wildland - State Responsibility Area ("WSRA") is primarily the responsibility of the local or federal agencies, as applicable.

For property located within a WSRA, please note that (1) there may be substantial forest fire risks and hazards; (2) except for property located within a county which has assumed responsibility for prevention and suppression of all fires, it is NOT the state's responsibility to provide fire protection services to any building or structure located within a WSRA unless the Department has entered into a cooperative agreement with a local agency; and (3) the property owner may be is subject to (i) additional construction requirements such as a "Class A" roof for new construction or replacement of existing roofs; and (ii) additional maintenance responsibilities such as adequate vegetation clearance near the structure, spark screens on chimneys and stovepipes, leaf removal from roofs, and other basic fire-safety practices.

The existence of local agreements for fire service is not available in the Public Record and, therefore, is not included in this disclosure. For very isolated properties with no local fire services or only seasonal fire services there may be significant fire risk. If the Property is located within a WSRA, please contact the local fire department for more detailed information.

PUBLIC RECORD: Official maps issued by the California Department of Forestry and Fire Protection ("Calfire") pursuant to California Public Resources Code § 4125.

SRA Fire Prevention Benefit Fee Advisory

In 2011, the California Legislature and Governor enacted a "Fire Prevention Fee" on habitable structures in the State's wildland fire responsibility area. The yearly fee, levied on property owners, paid for various activities to prevent and suppress wildfires in the SRA, and was most recently at the rate of \$152.33 per habitable structure on the property.

Effective July 1, 2017, as authorized by Assembly Bill 398 and signed by the Governor, that fire prevention fee is suspended until 2031.

For more information, please refer to "Part 6. State Responsibility Area Fire Prevention Fee" in the JCP-LGS Property Tax Report.



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EARTHQUAKE FAULT ZONE

DISCUSSION: Earthquake Fault Zones are delineated and adopted by California as part of the Alquist-Priolo Earthquake Fault Zone Act of 1972. Property in an Earthquake Fault Zone ("EF Zone") does not necessarily have a fault trace existing on the site. EF Zones are areas or bands delineated on both sides of known active earthquake faults. EF Zones vary in width but average one-quarter (1/4) mile in width with the "typical" zone boundaries set back approximately 660 feet on either side of the fault trace. The potential for "fault rupture" damage (ground cracking along the fault trace) is relatively high only if a structure is located directly on a fault trace. If a structure is not on a fault trace, shaking will be the primary effect of an earthquake. During a major earthquake, shaking will be strong in the vicinity of the fault and may be strong at some distance from the fault depending on soil and bedrock conditions. It is generally accepted that properly constructed wood-frame houses are resistant to shaking damage.

PUBLIC RECORD: Official earthquake fault zone or special study zone maps approved by the State Geologist and issued by the California Department of Conservation, California Geological Survey pursuant to California Public Resources Code §2622.

SEISMIC HAZARD MAPPING ACT ZONE

DISCUSSION: Official Seismic Hazard Zone ("SH Zone") maps delineate Areas of Potential Liquefaction and Areas of Earthquake-Induced Landsliding. A property that lies partially or entirely within a designated SH Zone may be subject to requirements for site-specific geologic studies and mitigation before any new or additional construction may take place.

Earthquake-Induced Landslide Hazard Zones are areas where the potential for earthquake-induced landslides is relatively high. Areas most susceptible to these landslides are steep slopes in poorly cemented or highly fractured rocks, areas underlain by loose, weak soils, and areas on or adjacent to existing landslide deposits. The CGS cautions these maps do not capture all potential earthquake-induced landslide hazards and that earthquake-induced ground failures are not addressed by these maps. Furthermore, no effort has been made to map potential run-out areas of triggered landslides. It is possible that such run-out areas may extend beyond the zone boundaries. An earthquake capable of causing liquefaction or triggering a landslide may not uniformly affect all areas within a SH Zone.

Liquefaction Hazard Zones are areas where there is a potential for, or an historic occurrence of liquefaction. Liquefaction is a soil phenomenon that can occur when loose, water saturated granular sediment within 40 feet of the ground surface, are shaken in a significant earthquake. The soil temporarily becomes liquid-like and structures may settle unevenly. The Public Record is intended to identify areas with a relatively high potential for liquefaction but not to predict the amount or direction of liquefaction-related ground displacement, nor the amount of damage caused by liquefaction. The many factors that control ground failure resulting from liquefaction must be evaluated on a site specific basis.

PUBLIC RECORD: Official seismic hazard maps or digital data thereof approved by the State Geologist and issued by the California Department of Conservation, California Geological Survey pursuant to California Public Resources Code §2696.

STATUTORY NATURAL HAZARD DISCLOSURE REPORTING STANDARD: "IN" shall be reported if any portion of the Property is located within any of the above zones as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is located within any of the above zones as delineated in the Public Record. Map Not Available shall be reported in areas not yet evaluated by the governing agency according to the Public Record. Please note that "MAP NOT AVAILABLE" will be applicable to most portions of the state. Official Seismic Hazard Zone ("SH Zone") maps delineate Areas of Potential Liquefaction and Areas of Earthquake-Induced Landsliding.



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Part 2. County and City Defined Natural Hazard Zones

HAZARD MAPS IN THE LOCAL GENERAL PLAN

General Plan regulates property development. There are currently over 530 incorporated cities and counties in California. The state Government Code (Sections 65000 et seq.) requires each of those jurisdictions to adopt a comprehensive, long-term "General Plan" for its physical development. That General Plan regulates land uses within the local jurisdiction in order to protect the public from hazards in the environment and conserve local natural resources. The General Plan is the official city or county policy regarding the location of housing, business, industry, roads, parks, and other land uses.

Municipal hazard zones can affect the cost of ownership. Each county and city adopts its own distinct General Plan according to that jurisdiction's unique vegetation, landscape, terrain, and other geographic and geologic conditions. The "Safety Element" (or Seismic Safety Element) of that General Plan identifies the constraints of earthquake fault, landslide, flood, fire and other natural hazards on local land use, and it delineates hazard zones within which private property improvements may be regulated through the building-permit approval process, which can affect the future cost of ownership. Those locally regulated hazard zones are in addition to the federal and state defined hazard zones associated with statutory disclosures in the preceding section.

City and/or County natural hazard zones explained below. Unless otherwise specified, only those officially adopted Safety Element or Seismic Safety Element maps (or digital data thereof) which are publicly available, are of a scale, resolution, and quality that readily enable parcel-specific hazard determinations, and are consistent in character with those statutory federal or state disclosures will be considered for eligible for use as the basis for county- or city-level disclosures set forth in this Report. Please also note:

- If an officially adopted Safety Element or Seismic Safety Element map relies on data which is redundant of that used for state-level disclosures, this Report will indicate so and advise Report recipients to refer to the state-level hazard discussion section for more information.
- If an officially adopted Safety Element or Seismic Safety Element cites underlying maps created by another agency, those maps may be regarded as incorporated by reference and may be used as the basis for parcel-specific determinations if those maps meet the criteria set forth in this section.
- Because county- and city-level maps are developed independently and do not necessarily define or delineate a given hazard the same way, the boundaries for the "same" hazard may be different.

If one or more maps contained in the Safety Element and/or Seismic Safety Element of an officially adopted General Plan are used as the basis for local disclosure, those maps will appear under the "Public Record(s) Searched" for that county or city.

REPORTING STANDARDS

A good faith effort has been made to disclose all hazard features on pertinent Safety Element and Seismic Safety Element maps with well-defined boundaries; however, those hazards with boundaries that are not delineated will be deemed not suitable for parcel-specific hazard determinations. Some map features, such as lines drawn to represent the location of a fault trace, may be buffered to create a zone to facilitate disclosure. Those map features which can not be readily distinguished from those representing hazards may be included to prevent an omission of a hazard feature. If the width of a hazard zone boundary is in question, "IN" will be reported if that boundary impacts any portion of a property. Further explanations concerning specific map features peculiar to a given county or city will appear under the "Reporting Standards" for that jurisdiction.

PUBLIC RECORDS VS. ON-SITE EVALUATIONS

Mapped hazard zones represent evaluations of generalized hazard information. Any specific site within a mapped zone could be at less or more relative risk than is indicated by the zone designation. A site-specific evaluation conducted by a geotechnical consultant or other qualified professional may provide more detailed and definitive information about the Property and any conditions which may or do affect it.

PROPERTY USE AND PERMITTING

No maps beyond those identified as "Public Record(s)" have been consulted for the purpose of these local disclosures. These disclosures are intended solely to make Report recipient(s) aware of the presence of mapped hazards. For this reason -- and because local authorities may use on these or additional maps or data differently to determine property-specific land use and permitting approvals -- Report recipients are advised to contact the appropriate local agency, usually Community Development, Planning, and/or Building, prior to the transaction to ascertain if these or any other conditions or related regulations may impact the Property use or improvement.



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SONOMA COUNTY GEOLOGIC ZONES DISCUSSION

PUBLIC RECORD(S) SEARCHED: The following Public Records, more detailed than those contained in the Safety Element of the General Plan as adopted by the County Board of Supervisors in 1991, are used for those county-level disclosures below: "Seismic and Geological Hazards Map", "Flood Hazard Map", and "Slope Stability Categories Map" are components of "Special Report 120," published by the California Division of Mines and Geology (now referred to as the California Geological Survey) and available for viewing in the County's Permit Resource Management Department.

FAULT

Sonoma County has adopted mapped faults in addition to those mapped by the state. County-designated faults have been divided into three categories: "active" faults, "potentially active" faults and "possibly active" faults. Any development within one-eighth of a mile of these faults will require geologic reports that must conform to the criteria of the Alquist-Priolo Earthquake Fault Zone Act.

Reporting Standards: If any portion of the Property is within one-eighth of one mile (660 feet) of a fault trace as delineated in the Public Record, "WITHIN" shall be reported.

LANDSLIDE

Landslide areas were mapped by air-photo interpretation techniques. Properties in these areas are subject to some risk of damage due to slope failure. Site studies are necessary before judgments are made about the slope stability of the property. Special Report 120 defines various Relative Slope Zones which are summarized below, this Report defines slope stability zones using a variety of geologic, hydrologic and slope gradient information; however, by necessity, these zones are generalized and simplified. Relative Slope Stability Zones represent the average stability conditions for each area. The zone designation may not reflect all the potential slope stability hazards present at a specific site. If site-specific information regarding slope stability is desired, a geotechnical consultant may be retained to study the site.

Reporting Standards: If any portion of the Property is within a mapped Landslide as delineated in the Public Record, "IN" shall be reported; however, please note that "Zones of numerous small landslides," represented by a dotted pattern, are generalized with indistinct boundaries that are not conducive to a property-specific determination; therefore, this category of landslide is not disclosed in this Report. Most of these Zones are situated within Zone C Slope Stability Areas in the northern half of the county.

SLOPE STABILITY

The Public Record has designated the following slope stability categories:

- **Zone A:** Areas of greatest relative stability under non-earthquake conditions. Slope gradients are dominantly less than 15%. However, earthquake generated ground shaking may induce liquefaction and/or landsliding even on slopes with very low inclinations.
- **Zone B:** Areas of relatively stable rock and soil on slopes with greater than 15% that contain few landslides.
- **Zone Bf:** Areas of locally level ground occurring within hilly terrain. Slope gradients are generally less than 15%. Properties in this zone may be underlain by unstable or potentially unstable rock materials.
- **Zone C:** Areas of relatively unstable rock and soil on slopes with 15%+ gradients that contain abundant landslides.

The Public Record states that engineering geology reports are required prior to tentative tract approval Zones B, Bf, C, and Landslide. Because these designations generally apply to large areas, conditions in a given area may range in detail through all four stability categories. In other words, some Zone A areas may locally contain unmapped landslides, and a Landslide area may contain stable slopes of slight inclination found in Zone A.

Reporting Standards: If any portion of the Property is located within a Slope Stability Zone as delineated in the Public Record, "IN" shall be reported for that Slope Stability Hazard. If the Property is in more than one Slope Stability Zone, the more/most severe shall be reported.

SOILS

- **Younger bay mud:** These deposits are among the most unstable in Sonoma County. Liquefaction should be expected where clay-free granular materials are present. See Liquefaction explanation below.
- **Unconsolidated alluvium and terrace deposits:** Potential shaking hazard to structures in this zone is related to the thickness of underlying alluvium (sediments deposited by running water). Liquefaction potential is dependent on whether clay-free granular materials (sandy soils) exist and whether the groundwater is shallower than 50 feet. Localized areas with high liquefaction potential exist in the Russian River flood plain and alluvial areas where the water table is not more than 10 feet below the surface.
- **Semi-consolidated and consolidated rocks:** Shaking hazard to structures and liquefaction potential are generally minimal in this zone. However, there may be local deposits of slope wash, colluvium (sediments deposited by downhill movement), and alluvium (sediments deposited by water) which are subject to deformation during significant seismic shaking. Seismically induced landslides may be present in areas where slope gradients exceed 15%.

Reporting Standards: If any portion of the Property is located within one or more of these three soil types as delineated in the Public Record, that Soil designation or designations shall be reported.



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TSUNAMI

Tsunamis (called "tidal waves") are large ocean waves generated by significant offshore earth- quakes, this hazard exists along the Pacific coast and areas along San Pablo Bay, this zone may experience a tsunami once every two hundred years, on average.

Reporting Standards: If any portion of the Property is located within a Tsunami Zone as delineated in the Public Record, "IN" shall be reported.



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CITY OF SANTA ROSA GEOLOGIC ZONES DISCUSSION

PUBLIC RECORD(S) SEARCHED: The following Public Record, contained in the Safety Element of the General Plan as adopted by the Santa Rosa City Council in November 2009, is used for those city-level disclosures below: Map of "Geologic and Seismic Hazards" prepared by Dyett & Bhatia.

FAULT

According to the Safety Element earthquakes pose especially high risks to Santa Rosa because of the City's proximity to active faults. The Rodgers Creek Fault Zone, approximately eight miles southeast of the Maacama Fault Zone, and 20 miles northeast of the San Andreas Fault Zone, runs through central Santa Rosa. The Rodgers Creek and San Andreas faults are the two principally active, Bay Area "strikeslip" faults and have experienced movement within the last 150 years. Other principal faults capable of producing ground shaking in Santa Rosa include the Hayward, San Gregorio-Hosgri Fault Zone, the Calaveras fault, and the Concord-Green Valley fault. Santa Rosa could experience a major Rodgers Creek Fault Zone earthquake or an earthquake on any one of the active or potentially active faults in the greater San Francisco Bay Area.

Reporting Standards: If any portion of the Property is situated within the City-designated Alquist-Priolo Fault Zone or is situated one-eighth of one mile (660 feet) of any a Potentially Active Fault as delineated in the Public Record, "IN" shall be reported.

LANDSLIDE & SLOPE INSTABILITY

A landslide is a mass of rock, soil, and debris displaced down slope by sliding, flowing or falling. Steep slopes and down slope creep of surface materials characterize areas most susceptible to landsliding. The landslide hazard is increased with steep slopes located close to the Rodgers Creek Fault Zone. Combined with considerations of geology, soils, vegetation and drainage, the City has mapped areas of relatively unstable rock on slopes greater than 15%, and areas of previously known landslides or landslide complexes.

Landslide Reporting Standards: If any portion of the Property is situated within a "landslide complex where there has been a previous failure" as designated in the Public Record, "IN" shall be reported.

Slope Instability Reporting Standards: If any portion of the Property is situated within an area of "relatively unstable rock on slopes greater than 15 percent" as delineated in the Public Record, "IN" shall be reported.

GROUND SHAKING

Santa Rosa could be affected by strong ground shaking caused by a major earthquake. Ground shaking can be described in terms of peak acceleration, peak velocity, and displacement of the ground. Areas that are underlain by bedrock tend to experience less ground shaking than those underlain by unconsolidated sediments such as artificial fill.

Reporting Standards: The area with the higher Ground Shaking Potential ("Very Violent" or "Violent") as delineated in the Public Record in which the Property is located shall be reported

OTHER HAZARDS

The "FEMA Flood Plain Map / Dam Inundation Map" in the Santa Rosa Safety Element depicts the dam inundation areas shown on state-level regulatory maps and the Special Flood Hazard Areas and other flood zones shown on FEMA flood maps. The most current versions of those state-level and FEMA maps are disclosed and discussed under the corresponding state-level disclosure sections in this report.

END OF LOCAL AREA DISCLOSURES AND DISCUSSIONS SECTION



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Part 3. Additional Property Specific Disclosures

FORMER MILITARY ORDNANCE SITE DISCLOSURE

DISCUSSION: Former Military Ordnance (FUD) sites can include sites with common industrial waste (such as fuels), ordnance or other warfare materiel, unsafe structures to be demolished, or debris for removal. California Civil Code Section 1102 requires disclosure of those sites containing unexploded ordnance. "Military ordnance" is any kind of munitions, explosive device/material or chemical agent used in military weapons. Unexploded ordnance are munitions that did not detonate. NOTE: **MOST** FUD sites do not contain unexploded ordnance. Only those FUD sites that the U.S. Army Corps of Engineers (USACE) has identified to contain Military Ordnance or have mitigation projects planned for them are disclosed in this Report. Additional sites may be added as military installations are released under the Federal Base Realignment and Closure (BRAC) Act. Active military sites are NOT included on the FUD site list.

PUBLIC RECORD: Data contained in Inventory Project Reports, Archives Search Reports, and related materials produced for, and made publicly available in conjunction with, the Defense Environmental Restoration Program for Formerly Used Defense Sites by the U.S. Army Corps of Engineers. Sites for which no map has been made publicly available shall not be disclosed.

REPORTING STANDARD: If one or more facility identified in the Public Record is situated within a one (1) mile radius of the Property, "**WITHIN**" shall be reported. The name of that facility or facilities shall also be reported.



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AIRPORT INFLUENCE AREA DISCLOSURE

DISCUSSION:

Certain airports are not disclosed in this Report. JCP-LGS has made a good faith effort to identify the airports covered under Section 1102.6a. Sources consulted include official land use maps and/or digital data made available by a governing Airport Land Use Commission (ALUC) or other designated government body. Most facilities for which an Airport Influence Area has been designated are included on the "California Airports List" maintained by the California Department of Transportation's Division of Aeronautics. Not disclosed in this Report are public use airports that are not in the "California Airports List", airports that are physically located outside California, heliports and seaplane bases that do not have regularly scheduled commercial service, and private airports or military air facilities unless specifically identified in the "California Airports List". **If the seller has actual knowledge of an airport in the vicinity of the subject property that is not disclosed in this Report, and that is material to the transaction, the seller should disclose this actual knowledge in writing to the buyer.**

Most facilities for which an Airport Influence Area has been designated are included on the "California Airports List" maintained by the California Department of Transportation's Division of Aeronautics. The inclusion of military and private airports varies by County, and heliports and seaplane bases are not included, therefore, airports in these categories may or may not be included in this disclosure.

NOTE: Proximity to an airport does not necessarily mean that the property is exposed to significant aviation noise levels. Alternatively, there may be properties exposed to aviation noise that are greater than two miles from an airport. Factors that affect the level of aviation noise include weather, aircraft type and size, frequency of aircraft operations, airport layout, flight patterns or nighttime operations. Buyer should be aware that aviation noise levels can vary seasonally or change if airport usage changes.

PUBLIC RECORD: Based on officially adopted land use maps and/or digital data made publicly available by the governing ALUC or other designated government body. If the ALUC or other designated government body has not made publicly available a current officially adopted airport influence area map, then California law states that "a written disclosure of an airport within two (2) statute miles shall be deemed to satisfy any city or county requirements for the disclosure of airports in connection with transfers of real property."

REPORTING STANDARD: "IN" shall be reported along with the facility name(s) and the "Notice of Airport in Vicinity" if any portion of the Property is situated within either (a) an Airport Influence Area as designated on officially adopted maps or digital data or (b) a two (2) mile radius of a qualifying facility for which an official Airport Influence Area map or digital data has not been made publicly available by the ALUC or other designated governing body. "NOT IN" shall be reported if no portion of the Property is within either area.



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AIRPORT NOISE DISCLOSURE

DISCUSSION: California Civil Code §1102.17 requires the seller(s) of residential real property who has/have actual knowledge that the property in the transaction is affected by airport use must give written notice of that knowledge, as soon as practicable, before transfer of title.

Under the Federal Aviation Administration's *Airport Noise Compatibility Planning Program Part 150*, certain 65 decibel (dB) Community Noise Equivalent Level (CNEL) contour maps have been produced for some airports. Not all airports have produced noise exposure maps. A property may be near or at some distance from an airport and not be within a delineated noise exposure area, but still experience aviation noise. Unless 65dB CNEL contour maps are published, helipads and military sites are not included in this section of the Report.

The *Airport Noise Compatibility Planning Program* is voluntary and not all airports have elected to participate. Furthermore, not all property in the vicinity of an airport is exposed to 65dB CNEL or greater average aviation noise levels. Conversely a property may be at some distance from an airport and still experience aviation noise. Buyer should be aware that aviation noise levels can vary seasonally or change if airport usage changes after a map is published or after the Report Date. JCP-LGS uses the most seasonally conservative noise exposures provided.

Federal funding may be available to help airports implement noise reduction programs. Such programs vary and may include purchasing properties, rezoning, and insulating homes for sound within 65dB areas delineated on CNEL maps. Airport owners have also cooperated by imposing airport use restrictions that include curfews, modifying flight paths, and aircraft limitations.

PUBLIC RECORD: Certain 65 decibel (dB) Community Noise Equivalent Level (CNEL) contour maps produced under the Federal Aviation Administration's *Airport Noise Compatibility Planning Program Part 150*.

REPORTING STANDARD: "IN" shall be reported if any portion of the Property is situated within a 65 decibel Community Noise Equivalent Level contour identified in the Public Record. "NOT IN" shall be reported if no portion of the Property is situated within a 65 decibel Community Noise Equivalent Level contour identified in the Public Record.



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**SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT
COMMISSION DISCLOSURE**

DISCUSSION: As of July 1, 2005, Civil Code §1103.4 mandates disclosure to buyers of certain real estate if the boundary of the property is determined to be (1) within 100 feet of the San Francisco Bay shoreline as mapped in 1997 by the National Ocean Survey (NOS), an agency of the National Oceanographic and Atmospheric Administration (NOAA); or (2) within another mapped zone established by the Bay Conservation and Development Commission (BCDC). The BCDC has regulatory jurisdiction within 100 feet inland from the point of "mean higher high water" as mapped by the NOS, and within other zones the agency has defined along the San Francisco Bay margin (BCDC Memo entitled "Guidance on Determining Commission Jurisdiction Pursuant to Senate Bill 1568").

Notice is required to prevent unknowing violations of the law by new owners who were unaware that certain activities on the real property are subject to the BCDC's permit requirements. The BCDC notes that the Bay is a highly dynamic environment and the shoreline changes over time (see Discussion below). In addition, there is inherent uncertainty in the shoreline position as mapped by the NOS or any agency. The BCDC advises the buyer and other interested parties to contact its office if a more authoritative jurisdictional determination is desired. The BCDC office is located at 50 California Street, Suite 2600, San Francisco, California 94111, and can be reached at (415) 352-3600, or by email to info@bcdc.ca.gov

The BCDC has issued maps for some parts of its jurisdiction, including the San Francisco Bay Plan maps (California Code of Regulations, Title 14, Section 10121) and the Suisun Marsh Plan maps (Nejedly-Bagley-Z'berg Suisun Marsh Preservation Act of 1974). Official maps have not been issued for other parts of the BCDC jurisdiction (McAteer-Petris Act areas) because the Bay is a highly dynamic environment and the shoreline changes over time (in part because the sea level also changes over time). In those areas where official BCDC maps are not available or along the edges of the BCDC's mapped jurisdiction, to meet the disclosure requirements, this Report will indicate that the property "could be within" the BCDC's jurisdiction and that a location-specific jurisdictional determination should be made by consulting the BCDC. This determination of "could be within" the BCDC's jurisdiction was recommended by the BCDC in that certain Memo entitled "Guidance on Determining Commission Jurisdiction Pursuant to Senate Bill 1568" issued in February 2005 and posted on the BCDC website.

PUBLIC RECORDS: San Francisco Bay Plan maps (California Code of Regulations, Title 14, Section 10121) and the Suisun Marsh Plan maps (Nejedly-Bagley-Z'berg Suisun Marsh Preservation Act of 1974) made publicly available by BCDC and that certain Memo entitled "Guidance on Determining Commission Jurisdiction Pursuant to Senate Bill 1568" issued by BCDC in February 2005 and posted on the BCDC website ("BCDC Memo").

REPORTING STANDARD: "WITHIN" shall be reported if any portion of the Property is situated within an areas mapped by BCDC or is within the 100-foot shoreline band. "COULD BE WITHIN" shall be reported if any portion of the Property is situated within one-quarter (1/4) mile of either an area mapped by BCDC or the 100-foot shoreline band. "NOT WITHIN" shall be reported if no portion of the Property is situated within an area that would otherwise be reported as either "WITHIN" or "COULD BE WITHIN".



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Part 4. General Advisories

METHAMPHETAMINE CONTAMINATED PROPERTY DISCLOSURE ADVISORY

DISCUSSION: According to the "Methamphetamine Contaminated Property Cleanup Act of 2005" a property owner must disclose in writing to a prospective buyer if local health officials have issued an order prohibiting the use or occupancy of a property contaminated by meth lab activity. The owner must also give a copy of the pending order to the buyer to acknowledge receipt in writing. Failure to comply with these requirements may subject an owner to, among other things, a civil penalty up to \$5,000. Aside from disclosure requirements, this new law also sets forth procedures for local authorities to deal with meth-contaminated properties, including the filing of a lien against a property until the owner cleans up the contamination or pays for the cleanup costs.



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MOLD ADVISORY

DISCUSSION: The Buyer is hereby advised that naturally occurring molds may exist both inside and outside of any home and may not be visible to casual inspection. Persons exposed to extensive mold levels can become sensitized and develop allergies to the mold or other health problems. Extensive mold growth can damage a structure and its contents. All prospective purchasers of residential and commercial property are advised to thoroughly inspect the Property for mold. Be sure to inspect the Property inside and out for sources of excess moisture, current water leaks and evidence of past water damage.

As part of a buyer's physical inspection of the condition of a property, the buyer should consider engaging an appropriate and qualified professional to inspect and test for the presence of harmful molds and to advise the buyer of any potential risk and options available. This advisory is not a disclosure of whether harmful mold conditions exist at a property or not. No testing or inspections of any kind have been performed by The Company. Any use of this form is acknowledgement and acceptance that The Company does not disclose, warrant or indemnify mold conditions at a property in any way and is not responsible in any way for mold conditions that may exist. Information is available from the California Department of Health Services Indoor Air Quality Section fact sheet entitled, "Mold in My Home: What Do I Do?" The fact sheet is available at <https://archive.cdph.ca.gov/programs/IAQ/Pages/IndoorMold.aspx> or by calling (510) 620-3620.

The Toxic Mold Protection Act of 2001 requires that information be developed regarding the potential issues surrounding naturally occurring molds within a home. Information was written by environmental authorities for inclusion in the *Residential Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants* booklet developed by the California Environmental Protection Agency and the Department of Health Services. It is found in Chapter VII of that booklet, and includes references to sources for additional information.

For local assistance, contact your county or city Department of Health, Housing, or Environmental Health.



JCP-LGS Commercial Property Disclosure Reports

The Natural Hazard Disclosure Report

For SONOMA County

Property Address: 10 E ST
SANTA ROSA, SONOMA COUNTY, CA 95404
("Property")

APN: 009-063-029
Report Date: 09/22/2017
Report Number: 2172984

RADON ADVISORY

DISCUSSION: For its Radon Advisory, JCP-LGS uses the updated assessment of radon exposure published in 1999 by the Lawrence Berkeley National Laboratory (LBNL) and Columbia University, under support from the U.S. Environmental Protection Agency (EPA), the National Science Foundation, and the US Department of Energy (published online at <http://www2.lbl.gov/Science-Articles/Archive/radon-risk-website.html>). Based on this recent assessment, JCP-LGS radon advisory is as follows:

All of California's 58 counties have a predicted median annual-average living-area concentration of radon below 2.0 pCi/L (picocuries per liter of indoor air) -- which is well below the EPA's guideline level of 4 pCi/L and equivalent to the lowest hazard zone (Zone 3) on the 1993 EPA Map of Radon Zones.

The "median concentration" means that half of the homes in a county are expected to be below this value and half to be above it. All houses contain some radon, and a few houses will contain much more than the median concentration. **The only way to accurately assess long-term exposure to radon in a specific house is through long-term testing (sampling the indoor air for a year or more). The EPA recommends that all homes be tested for radon.** Columbia University's "Radon Project" website offers help to homeowners in assessing the cost vs. benefit of testing a specific house for radon or modifying it for radon reduction (see <http://www.stat.columbia.edu/~radon/>).

NOTE: JCP-LGS does not use the EPA's 1993 map for advisory purposes because that map shows "short-term" radon exposure averaged by county. It was based on "screening measurements" that were intentionally designed to sample the worst-case conditions for indoor air in US homes--using spot checks (sampling for just a few days), in the poorest air quality (with sealed doors and windows), at the worst time of the year (winter), in the worst part of the house (the basement, if one was available). These short-term, winter, basement measurements are both biased and variable compared to long-term radon concentrations (averaged over a year) in the living area of a house. Long-term concentrations are a more accurate way to judge the long-term health risk from radon. For the above reasons, the EPA expressly disclaims the use of its 1993 map for determining whether any house should be tested for radon, and authorizes no other use of its map for property-specific purposes. For additional information about EPA guidelines and radon testing, see "Chapter VII--Radon", in the California Department of Real Estate's *Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants*.

ENDANGERED SPECIES ACT ADVISORY

DISCUSSION: The Federal Endangered Species Act of 1973 ("ESA"), as amended, requires that plant and animal species identified and classified ("listed") by the Federal government as "threatened" or "endangered" be protected under U.S. law. Areas of habitat considered essential to the conservation of a listed species may be designated as "critical habitat" and may require special management considerations or protection. All threatened and endangered species -- even if critical habitat is not designated for them -- are equally afforded the full range of protections available under the ESA.

In California alone, over 300 species of plants and animals have been designated under the ESA as threatened or endangered, and over 80 species have critical habitats designated for them. Most California counties are host to a dozen or more protected species and, in many cases, 10 or more species have designated critical habitats within a county.

ADVISORY: An awareness of threatened and endangered species and/or critical habitats is not reasonably expected to be within the actual knowledge of a seller.

No federal or state law or regulation requires a seller or seller's agent to disclose threatened or endangered species or critical habitats, or to otherwise investigate their possible existence on real property. Therefore, Buyer is advised that, prior to purchasing a vacant land parcel or other real property, Buyer should consider investigating the existence of threatened or endangered species, or designated critical habitats, on or in the vicinity of the Property which could affect the use of the Property or the success of any proposed (re)development.

FOR MORE INFORMATION: Complete and current information about the threatened and endangered species in California that are Federally listed in each county -- including all critical habitats designated there -- is available on the website of the U.S. Fish & Wildlife Service, the Federal authority which has enforcement responsibility for the ESA.

U.S. Fish & Wildlife Service Endangered Species Database (TESS)

http://ecos.fws.gov/tess_public/



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ABANDONED MINES ADVISORY

DISCUSSION: According to the California Department of Conservation, Office of Mine Reclamation, since the Gold Rush of 1849, tens of thousands of mines have been dug in California. Many were abandoned when they became unproductive or unprofitable. The result is that California's landscape contains many thousands of abandoned mines, which can pose health, safety, or environmental hazards on and around the mine property. Mines can present serious physical safety hazards, such as open shafts or adits (mine tunnel), and they may create the potential to contaminate surface water, groundwater, or air quality. Some abandoned mines are such massive problems as to earn a spot on the Federal Superfund environmental hazard list.

No California law requires the disclosure of abandoned mines in a real estate transaction, unless the existence of an abandoned mine is within the actual knowledge of the Seller and is deemed to be a fact material to the transaction.

The Office of Mine Reclamation (OMR) and the U.S. Geological Survey maintain a database of abandoned mines -- however, it is known to be incomplete and based on maps that are often decades out of date. Many mines are not mapped because they are on private land. The OMR warns that, **"Many old and abandoned mines are not recorded in electronic databases, and when they are, the information may not be detailed enough to accurately define, differentiate or locate the mine feature, such as a potentially hazardous vertical shaft or horizontal adit or mine waste."** (See reference below.)

Accordingly, this Report does not contain an abandoned mines disclosure from any government database or map or any other source, in order to protect the seller from liability for non-disclosure of unrecorded abandoned mines.

Parties concerned about the possible existence or impact of abandoned mines in the vicinity of the Property are advised to retain a State-licensed geotechnical consultant to study the site and issue a report. Other sources of information include, but are not limited to, the State Office of Mine Reclamation at (916) 323-9198 (website: <http://www.conservation.ca.gov/OMR>), and the Engineering, Planning or Building Departments in the subject City and County.

FOR MORE INFORMATION: For more information visit the State Office of Mine Reclamation's website at: http://www.conservation.ca.gov/omr/abandoned_mine_lands/Pages/index.aspx

OIL & GAS WELL ADVISORY

California is currently ranked fourth in the nation among oil producing states. Surface oil production is concentrated mainly in the Los Angeles Basin and Kern County, and in districts elsewhere in the state. In recent decades, real estate development has rapidly encroached into areas where oil production has occurred. Because the state's oil production has been in decline since the 1980's, thousands of oil and gas wells have been shut down or abandoned, and many of those wells are in areas where residential neighborhoods now exist.

According to the California Department of Conservation ("DOC"), to date, about 230,000 oil and gas wells have been drilled in California and around 105,000 are still in use. The majority of remaining wells have been sealed ("capped") under the supervision of the DOC's Division of Oil, Gas and Geothermal Resources. A smaller number have been abandoned and have no known responsible operator -- these are called "orphan" wells. The state has a special fund that pays the cost of safely capping orphan wells, however, that program is limited in its scope and progress.

Buyer should be aware that, while the DOC database is the most comprehensive source available for California oil and gas well information, the DOC makes no warranties that the database is absolutely complete, or that reported well locations are known with absolute accuracy.

For More Information

For a search of the state's databases of oil and gas wells and sites of known environmental contamination on or near the Property, please obtain the JCP-LGS Residential Environmental Report. For general information, visit the California Department of Conservation, Division of Oil, Gas, and Geothermal Resources at <http://www.consrv.ca.gov/dog>.



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TSUNAMI MAP ADVISORY

DISCUSSION: The California Emergency Management Agency (CalEMA), the University of Southern California Tsunami Research Center (USC), and the California Geological Survey (CGS) have prepared maps that depict areas of maximum tsunami inundation for all populated areas at risk to tsunamis in California (20 coastal counties). The maps were publicly released in December 2009 with the stated purpose that the maps are to assist cities and counties in identifying their tsunami hazard and developing their coastal evacuation routes and emergency response plans only.

These maps specifically contain the following disclaimer:

Map Disclaimer: This tsunami inundation map was prepared to assist cities and counties in identifying their tsunami hazard. It is intended for local jurisdictional, coastal evacuation planning uses only. This map, and the information presented herein, **is not a legal document and does not meet disclosure requirements for real estate transactions nor for any other regulatory purpose.** The California Emergency Management Agency (CalEMA), the University of Southern California (USC), and the California Geological Survey (CGS) make no representation or warranties regarding the accuracy of this inundation map nor the data from which the map was derived. Neither the State of California nor USC shall be liable under any circumstances for any direct, indirect, special, incidental or consequential damages with respect to any claim by any user or any third party on account of or arising from the use of this map.

A tsunami is a series of ocean waves or surges most commonly caused by an earthquake beneath the sea floor. These maps show the maximum tsunami inundation line for each area expected from tsunamis generated by undersea earthquakes and landslides in the Pacific Ocean. Because tsunamis are rare events in the historical record, the maps provide no information about the probability of any tsunami affecting any area within a specific period of time.

Although these maps may not be used as a legal basis for real estate disclosure or any other regulatory purpose, the CGS has, however, provided diagrams of the maps online which the public can view. To see a maximum tsunami inundation map for a specific coastal community, or for additional information about the construction and/or intended use of the tsunami inundation maps, visit the websites below:

State of California Emergency Management Agency, Earthquake and Tsunami Program:
<http://myhazards.calema.ca.gov/>

University of Southern California -- Tsunami Research Center:
<http://www.usc.edu/dept/tsunamis/2005/index.php>

State of California Geological Survey Tsunami Information:
http://www.conservation.ca.gov/cgs/geologic_hazards/Tsunami/index.htm

National Oceanic and Atmospheric Agency Center for Tsunami Research (MOST model):
<http://nctr.pmel.noaa.gov/time/background/models.html>



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RESIDENTIAL FIREPLACE DISCLOSURE

Residential wood burning is the leading source of wintertime air pollution in the Bay Area and studies have confirmed there are significant health impacts from exposure to fine particulate matter found in wood smoke. The Bay Area Air Quality Management District ("BAAQMD") established the Wood Burning Devices (Wood Smoke Rule), Regulation 6, Rule 3 to reduce wintertime smoke pollution and protect public health. The Wood Smoke Rule requires anyone selling, renting or leasing a property in the Bay Area to disclose the potential health impacts from air pollution caused from burning wood. Fine particulate matter, also known as PM2.5, can travel deep into the respiratory system, bypass the lungs and enter the blood stream. Exposure may cause short term and long term health effects, including eye, nose and throat irritation, reduced lung function, asthma, heart attacks, chronic bronchitis, cancer and premature deaths. Exposure to fine particulates can worsen existing respiratory conditions. High PM2.5 levels are associated with increased respiratory and cardiovascular hospital admissions, emergency department visits, and even deaths. Children, the elderly and those with pre-existing respiratory or heart conditions are most at risk from negative health effects of PM2.5 exposure. The Buyer should consult with a licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace insert according to manufacturer's specifications to help reduce wood smoke pollution. The Air District encourages the use of cleaner and more efficient, non-wood burning heating options such as gas-fueled or electric fireplace inserts to help reduce emissions and exposure to fine particulates.

When the BAAQMD issues a Winter Spare the Air Alert during the winter season from November 1 through the end of February, it is illegal to burn wood, manufactured fire logs, pellets or any solid fuels in fireplaces, wood stoves or outdoor fire pits. To check when a Winter Spare the Air Alert is issued and it is illegal to burn wood, please call 1-877-4NO-BURN or visit www.baaqmd.gov or www.sparetheair.org.

END OF NATURAL HAZARD DISCLOSURE REPORT SECTION
See Terms and Conditions at end of this Report.



JCP-LGS Commercial Property Disclosure Reports

Environmental Screening Report

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Environmental Screening Report

Is Property Listed in a Disclosed Database?

YES The exact property address as listed above was NOT found in any of the databases searched for this Report. Please note that there may be errors or omissions in the addresses contained in the Local, State and Federal databases that prevent an exact match in this search. Refer to the lists beginning in the section titled "Sites Missing Key Location Information" for site addresses that may be similar to the subject property address or that do not include sufficient address information to precisely locate the site on a map.

NO

Summary of Environmental Site Search

DATABASE SEARCHED (See "Description of Databases Searched" below)	Are Any Contaminated Sites in Database?	0 to 1/8 mile	1/8 to 1/2 mile	1/2 to 1 mile
Federal National Priorities List or "Superfund" sites (NPL)	YES	0	0	0
Corrective Action Sites (RCRA COR)	YES	0	0	0
Federal Sites investigated for possible inclusion in the NPL (CERCLIS)	MAYBE	0	0	N/A
CERCLIS Sites That Have Been Archived (CERCLIS-Archived)		0	1	N/A
Treatment, Storage & Disposal Sites for Hazardous Materials (RCRA TSD)		0	0	N/A
Tribal UST And/Or Tribal LUST	MAYBE	0	0	N/A
State EnviroStor Cleanup Sites Database (ENVIROSTOR)	MAYBE	0	2	N/A
State List of Spills, Leaks, Investigation & Cleanup (SLIC)	YES	1	8	N/A
State List of Solid Waste Landfill Facilities (SWIS)	MAYBE	0	0	N/A
State List of Leaking Underground Storage Tanks (LUST)	YES	2	23	N/A
EnviroStor Site With Deed Restriction Or Other Controls (CONTROLS)	MAYBE	0	0	N/A
Potential Generator of hazardous materials Sites (RCRA GEN)		1	N/A	N/A
Emergency Response Notification System (ERNS, National Response Center)	MAYBE	0	N/A	N/A
State List of Underground Storage Tanks (UST)		1	N/A	N/A
State List of Historical Underground Storage Tanks (Hist-UST)		2	N/A	N/A
State Hazardous Waste Information Summary (HWIS)	YES	1	N/A	N/A
State List of Aboveground Storage Tanks (AST)		0	N/A	N/A

N/A = Not Applicable Under Required AAI Search Standard.
MAYBE = Contamination is possible; for example, the database searched includes a mix of contaminated and

AAI TOTALS	8	34	0
CONTAMINATED SITE TOTALS	4	31	0
TOTAL OF SITES FOUND	42		

non-contaminated sites that are not distinguished, or landfill sites where contamination is common although not certainly identified, or sites currently being investigated for contamination by the responsible agency.



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Sites Found on the Databases Searched

UST sites are selected from the list maintained by the State Water Resources Control Board. Information regarding the contents of the tank, and any inspections or testing can be found on the web page www.geotracker.swrcb.ca.gov. AST site information can be obtained from the responsible county or local government agency identified in the Unified Program directory available at www.calepa.ca.gov/CUPA/Directory/default.aspx. Sites that have been identified as having a leak may also appear on one or more of the other lists reported above. Sites listed on LUST or RCACOR may not appear on the UST or AST lists if the tank has been removed and the case has been closed. Sites listed on the SWIS list may contain hazardous materials. Information is available at www.ciwmb.ca.gov/swis. NPL sites are listed by the U.S. EPA as contaminated sites that have received Federal funding to assist in cleanup. Information is available from the State at www.dtsc.ca.gov or from www.epa.gov and by calling (916) 323-3399. The CERCLIS list includes sites the Federal EPA is investigating for possible inclusion on the NPL.

For information on the lists searched for this Report see the "Description of Databases Searched" Section that follows.

Open = Site listed as undergoing clean-up, investigation, or referral to another agency; or as non-active, abandoned or absorbed but not closed or completed.

Closed = Site listed as clean-up completed, release secured, no further remedial action planned, case closed, or delisted.

Active (or Inactive) = Site facility listed as actively (or not actively) engaged in a type of activity regulated under RCRA.

Deed = Site listed as completed or closed with a deed restriction.

N/A = Not Applicable - site listed as uncontaminated, or as using or storing hazardous substances.

N/P = Not Provided - site status not supplied on agency list used.

Sitename	Address	Database	Status
JOHN F. SHEA BUILDING	FEDERAL 777 SONOMA AVENUE Santa Rosa, CA 95404	CA_GEO_UST	N/P
ARCO #4936	1010 FOURTH STREET SANTA ROSA, CA 95404	CA_LUST	Closed
AT&T COMMUNICATIONS	520 THIRD STREET, EAST SANTA ROSA, CA 95401	CA_LUST	Closed
BANK OF AMERICA	10 SANTA ROSA AVENUE SANTA ROSA, CA 95404-4904	CA_LUST	Closed
BOYETT PETROLEUM	171 SANTA ROSA AVENUE SANTA ROSA, CA 95407	CA_LUST	Open
CLARK'S AUTO PARTS	203 SANTA ROSA AVENUE SANTA ROSA, CA 95401	CA_LUST	Open
EMPIRE BUILDING	37 Old COURTHOUSE SQUARE SANTA ROSA, CA 95401	CA_LUST	Closed
EXCHANGE BANK STREET	FOURTH 545 FOURTH STREET SANTA ROSA, CA 95401	CA_LUST	Closed
FEDERAL BUILDING	777 SONOMA AVENUE SANTA ROSA, CA 95404	CA_LUST	Closed
GREYHOUND (FORMER) BUS DEPOT	416 B STREET SANTA ROSA, CA 95401	CA_LUST	Closed
GROTH MOTORS	505 SANTA ROSA AVENUE SANTA ROSA, CA 95404	CA_LUST	Closed
PG&E GAS PLANT - MUSCO	FIRST && B STREET SANTA ROSA, CA 95404	CA_LUST	Open
PLANT MAN, THE	1017 SECOND STREET SANTA ROSA, CA 95404	CA_LUST	Closed
PRESS DEMOCRAT	427 MENDOCINO AVENUE SANTA ROSA, CA 95401	CA_LUST	Closed
SALVATION ARMY (SANTA ROSA)	160 MONTGOMERY DRIVE SANTA ROSA, CA 95404	CA_LUST	Closed



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Sitename	Address	Database	Status
SANTA ROSA B STREET PARKING LOT	521 FIFTH STREET SANTA ROSA, CA 95401	CA_LUST	Closed
SANTA ROSA PUBLIC SAFETY BUILDING	955 SONOMA AVENUE SANTA ROSA, CA 95404-4803	CA_LUST	Closed
SANTA ROSA ROXY THEATER	85 SANTA ROSA AVENUE SANTA ROSA, CA 95404	CA_LUST	Closed
SCHULTZ BROS. MOVING & STORAGE	801 STEWART STREET SANTA ROSA, CA 95404	CA_LUST	Closed
SEMMELMEYER, HERB	580 MENDOCINO AVENUE SANTA ROSA, CA 95401	CA_LUST	Closed
SRDPW GARAGE NO 9	97 D STREET SANTA ROSA, CA 95401	CA_LUST	Open
SRDPW SANTA ROSA AVENUE	90 SANTA ROSA AVENUE SANTA ROSA, CA 95404	CA_LUST	Open
STAN ROY MUSIC	618 FIFTH STREET SANTA ROSA, CA 95404	CA_LUST	Closed
TEXACO	421 SANTA ROSA AVENUE SANTA ROSA, CA 95404	CA_LUST	Closed
TRAVERSOS	106 B STREET SANTA ROSA, CA 95401	CA_LUST	Closed
WASHINGTON MUTUAL	888 FOURTH STREET SANTA ROSA, CA 95404	CA_LUST	Closed
CREEKSIDE CONVALESCENT HOSPITAL	850 SONOMA AVENUE SANTA ROSA, CA 95404	CA_SLIC	Closed
EMPIRE BUILDING	37 OLD COURTHOUSE SQUARE SANTA ROSA, CA 95401	CA_SLIC	Closed
EMPIRE CLEANERS	526 SONOMA AVENUE SANTA ROSA, CA 95404	CA_SLIC	Open
FDIC	1000 SECOND STREET SANTA ROSA, CA 95403	CA_SLIC	Closed
GROTH MOTORS	505 SANTA ROSA AVENUE SANTA ROSA, CA 95404	CA_SLIC	Closed
NATIONAL BANK OF THE REDWOODS	21 SANTA ROSA AVENUE SANTA ROSA, CA 95404	CA_SLIC	Closed
OLD MANUFACTURED GAS PLANT RR-SR-SRO-2	400 MENDOCINO AVENUE SANTA ROSA, CA 95401	CA_SLIC	Open
PG&E GAS PLANT - MUSCO	FIRST && B STREET SANTA ROSA, CA 95404	CA_SLIC	Open
SOTOYOME MEDICAL BUILDING	121 SOTOYOME STREET SANTA ROSA, CA 95405	CA_SLIC	Closed
FEDERAL BUILDING	777 SONOMA AVENUE SANTA ROSA, CA95402	CA_HIST_UST	N/P
PLAZA GARAGE 9	97 D ST SANTA ROSA, CA95403	CA_HIST_UST	N/P
CREEKSIDE MANAGED CARE PHARMACY	879 2ND ST SANTA ROSA, CA 954044621	CA_HWIS	N/P
MALLORY WRECKING	518 2ND SANTA ROSA, CA 95401	CA_ENVIROSTOR_C LEANUP	Open



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Sitename	Address	Database	Status
Santa Rosa Gas Light	5TH && MENDOCINO SANTA ROSA, CA 95401	CA_ENVIROSTOR_C LEANUP	Open
PG&E GAS PLANT SANTA ROSA 104 6A	5TH && MENDOCINO SANTA ROSA, CA 95401	FED_CERCLIS_ARC HIVED	Open
OMNICARE OF SANTA ROSA	879 SECOND STREET SANTA ROSA, CA95404	FED_RCRA_GEN	Active

Sites Missing Key Location Information

Open = Site listed as undergoing clean-up, investigation, or referral to another agency; or as non-active, abandoned or absorbed but not closed or completed.

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Active (or Inactive) = Site facility listed as actively (or not actively) engaged in a type of activity regulated under RCRA.

Deed = Site listed as completed or closed with a deed restriction.

N/A = Not Applicable - site listed as uncontaminated, or as using or storing hazardous substances.

N/P = Not Provided - site status not supplied on agency list used.

Many environmental sites in the databases searched have incomplete address information and cannot be precisely located. They are, therefore, considered "unlocatable" with the geocoding methods used in this Report, and could potentially be anywhere in the Property city, county, or state. The table below includes unlocatable sites whose address contains a zip code that matches the Property zip code or matches a neighboring zip code whose boundary is within the radius distance searched. The sites listed are not necessarily within one mile of the Property, and they are not included on the site map in this Report. The databases searched include a large number of unlocatable addresses, and the list below is limited to a maximum of 30 sites per database searched. If you wish to view a **full list** of ALL unlocatable sites in California, please download the full list from our website at the following address:

<http://www.firstamprs.com/sites/default/files/Current List of Unlocatable Sites in California.xls>

Sitename	Address	Database	Status
HOFFMAN, FRANK	37 OLD COURT HOUSE SQUARE SANTA ROSA, CA 95401	CA_LUST	Closed
SRDPW THIRD STREET	THIRD STREET SANTA ROSA, CA 95401	CA_LUST	Closed
SANTA ROSA DPW SEWER-SONOMA	SONOMA AVENUE SANTA ROSA, CA 95404	CA_SLIC	Closed
GHILOTTI CONSTRUCTION CO	246 GHILOTTI AVE SANTA ROSA, CA 95404	CA_AST	N/P
CHEVRON #9-6035 (T.&.C AUTO)	1460 TOWN && COUNTRY DRIVE SANTA ROSA, CA 95404	CA_LUST	Closed
Esposti Service Station	3362 Fulton Rd Santa Rosa, CA 95404	CA_LUST	Closed
FOUNTAINGROVE GOLF COURSE	1801 FOUNTAINGROVE PARKWAY SANTA ROSA, CA 95404	CA_LUST	Closed
FOURTH STREET COMMINGLED PLUME	1311 1322 1333 FOURTH STREET SANTA ROSA, CA 95404-4013	CA_LUST	Open
GALEAZZI, CHET	3555 FOURTH STREET SANTA ROSA, CA 95404	CA_LUST	Closed
MEINEKE MUFFLER	1355 / 1375 SANTA ROSA AVENUE SANTA ROSA, CA 95404	CA_LUST	Closed
MISSION ARBORS	100 MISSION BLVD && HIGHWAY 12 SANTA ROSA, CA 95404	CA_LUST	Closed



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Sitename	Address	Database	Status
MOHAWK SERVICE STATION	PETALUMA HILL ROAD SANTA ROSA, CA 95404	CA_LUST	Closed
PRIVATE RESIDENCE	PRIVATE RESIDENCE Santa Rosa, CA 95404	CA_LUST	Closed
PRIVATE RESIDENCE	PRIVATE RESIDENCE SANTA ROSA, CA 95404	CA_LUST	Closed
Redwood Junior Academy	385 Mark West Springs Rd Santa Rosa, CA 95404	CA_LUST	Closed
KAWANA SPRINGS PIPELINE	KAWANA SPRINGS SANTA ROSA, CA 95404	CA_SLIC	Closed
PRIVATE RESIDENCE	PRIVATE RESIDENCE Santa Rosa, CA 95404	CA_SLIC	Closed
SANTA ROSA CITY - SANTA ROSA AVENUE	SANTA ROSA AVENUE SANTA ROSA, CA 95404	CA_SLIC	Closed
SANTA ROSA DPW SEWER-SANTA ROSA AVENUE	SANTA ROSA AVENUE SANTA ROSA, CA 95404	CA_SLIC	Closed
SCDOT/DPW SANTA ROSA AVE STMWTR DRAINAGE	SANTA ROSA AVENUE SANTA ROSA, CA 95404	CA_SLIC	Closed
SUMMERHILL / KAUFMAN & BROAD	PETALUMA HILL && BURT SANTA ROSA, CA 95404	CA_SLIC	Open
Williams Residence - 18705 Carriger Rd	18705 Carriger Road El Verano, CA 95404	CA_SLIC	Closed
BUD SUITER CHEVRON SERV	1460 TOWN AND COUNTRY DR SANTA ROSA, CA95404	CA_HIST_UST	N/P
EMPIRE DIAENOSTIC CENTER INC	125 COLEAN AVE SANTA ROSA, CA95404	CA_HIST_UST	N/P
ENZO CASAZZA	1393 MICHELE WAY SANTA ROSA, CA95404	CA_HIST_UST	N/P
FIRE DEPT	6161 BENNETT VAL RD SANTA ROSA, CA95404	CA_HIST_UST	N/P
GEORGE C CORBIN	1727 CORBIN DR SANTA ROSA, CA95404	CA_HIST_UST	N/P
GEORGE MARTEI	7022 ST MELENA RD SANTA ROSA, CA95404	CA_HIST_UST	N/P
JAMES W MAIZE	4700 BEWNNETT VALLEY ROAD SANTA ROSA, CA95404	CA_HIST_UST	N/P
JOHN F VOTRUBA	4850 PELACCA RD SANTA ROSA, CA95404	CA_HIST_UST	N/P
KSRO RADIO TRANSMITTER SITE	NONE E OF SEWER PLANT STONY POINT SANTA ROSA, CA95404	CA_HIST_UST	N/P
LEE SHEIDENBERGER	1501 MARK WEST SPR RD SANTA ROSA, CA95404	CA_HIST_UST	N/P
PUBLIC SAFETY BUILDING	NONE SANTA ROSA SANTA ROSA, CA95404	CA_HIST_UST	N/P
TEXACO	501 COLLEGE AND MENDOCINO SANTA ROSA, CA95404	CA_HIST_UST	N/P
JENNIFER HEWITT	6123 BROOKWOOD AVE SANTA ROSA, CA 95404	CA_HWIS	N/P



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Sitename	Address	Database	Status
NEENA CHISTENSEN	5952 MARK WEST LN SANTA ROSA, CA 954047509	CA_HWIS	N/P
THI LABEL & PACKAGING CORPORATION	1800 FERDINAND CT STE 101 SANTA ROSA, CA 954045968	CA_HWIS	N/P
BURT STREET DEVELOPMENT	YOLANDA & PETALUMA ROADS SANTA ROSA, CA 95404	CA_ENVIROSTOR_C LEANUP	Closed
BERTOLI PROPERTY	CORNER BENNETT & GRAND AVES SANTA ROSA, CA95404	FED_RCRA_GEN	Active
CALTRANS DIST 4	BRUSH CREEK RD TO MELITA RD HWY 12 PM 29 TO 35 SANTA ROSA, CA95404	FED_RCRA_GEN	Active
Adams Residence	3022 Trenton Rd Santa Rosa, CA 95401	CA_LUST	Closed
Airport Cardlock	2200 Airport Blvd Santa Rosa, CA 95401	CA_LUST	Closed
CLOUDBURST CAR WASH	2201 /2225 CLEVELAND AVENUE SANTA ROSA, CA 95401	CA_LUST	Closed
DRAGONFLY AVIATION	2222 AIRPORT BOULEVARD SANTA ROSA, CA 95401	CA_LUST	Closed
EGG BASKET MARKET	1142 RIVER RD SANTA ROSA, CA 95401	CA_LUST	Closed
FRITSCH, JERRY	218/238 ROBERTS AVENUE SANTA ROSA, CA 95401	CA_LUST	Open
GRACE PROPERTY	802/806 DONAHUE STREET SANTA ROSA, CA 95401	CA_LUST	Closed
MENDOCINO AVENUE TANK AREA	MENDOCINO AVENUE / COLLEGE AVENUE SANTA ROSA, CA 95401	CA_LUST	Closed
MUSCO TRUST - SEE 4 MAXWELL CT	4,11,119 NINTH STREET, WEST SANTA ROSA, CA 95401	CA_LUST	Closed
PRIVATE RESIDENCE	PRIVATE RESIDENCE Santa Rosa, CA 95401	CA_LUST	Closed
PRIVATE RESIDENCE	PRIVATE RESIDENCE SANTA ROSA, CA 95401	CA_LUST	Closed
PRIVATE RESIDENCE	PRIVATE RESIDENCE SANTA ROSA, CA 95401	CA_LUST	Open
PRIVATE RESIDENCE	PRIVATE RESIDENCE Santa Rosa, CA 95401	CA_LUST	Closed
PRIVATE RESIDENCE	PRIVATE RESIDENCE SANTA ROSA, CA 95401	CA_LUST	Closed
SANTA ROSA BRASS FOUNDRY	MISSION SANTA ROSA, CA 95405	CA_LUST	Closed
SOUTHERN PACIFIC	FOURTH STREET SANTA ROSA, CA 95401	CA_LUST	Closed
SRFD, STATION NO. 7	6590 STONEBRIDGE ROAD SANTA ROSA, CA 95405	CA_LUST	Closed
A-1 MINI STORAGE	2868 DUTTON AVENUE, SOUTH SANTA ROSA, CA 95401	CA_SLIC	Closed
FRITSCH, JERRY	218/238 ROBERTS AVENUE SANTA ROSA, CA 95401-6146	CA_SLIC	Open



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MCMINN AVENUE AREA	SEBASTOPOL ROAD / ROSELAND AREA SANTA ROSA, CA 95401	CA_SLIC	Open
SANTA ROSA CITY / HIGHWAY 12 INTERCHANGE	HIGHWAY 12 && STONY POINT ROAD SANTA ROSA, CA 95401	CA_SLIC	Closed
SANTA ROSA CITY, UTILITIES	COLLEGE AVENUE SANTA ROSA, CA 95401	CA_SLIC	Closed
SANTA ROSA DPW FOURTH AND B STREETS	FOURTH && B STREETS SANTA ROSA, CA 95401	CA_SLIC	Closed
SANTA ROSA OLD TOWN SEWER REPLACEMENT	COLLEGE AVENUE CONDU SANTA ROSA, CA 95401	CA_SLIC	Open
SANTA ROSA SIXTH STREET DRAINAGE IMPROVE	SIXTH STREET, WEST SANTA ROSA, CA 95401	CA_SLIC	Closed
SANTA ROSA STORM DRAIN IMPROVEMENTS-RR	RAILROAD SQUARE SANTA ROSA, CA 95401	CA_SLIC	Closed
SANTA ROSA WEST COLLEGE TREATMENT PLANT BIOSOLIDS	35 PHISTER ROAD SANTA ROSA, CA 95401	CA_SLIC	Closed
SONOMA COUNTY GOVERNMENT BUILDING SITE	SEBASTOPOL ROAD / ROBERTS AVENUE SANTA ROSA, CA 95401	CA_SLIC	Closed
SRDPW COLLEGE AVENUE	COLLEGE AVENUE SANTA ROSA, CA 95401	CA_SLIC	Open
THIRD STREET CULVERT	THIRD STREET, WEST SANTA ROSA, CA 95401	CA_SLIC	Closed
PG&E - SANTA ROSA GAS PLANT	FIRST STREET, EAST OF B STREET SANTA ROSA, CA 95401	CA_ENVIROSTOR_C LEANUP	Open
SQUARE DEAL AUTO WRECKING	214 ROBERT AVENUE SANTA ROSA, CA 95401	CA_ENVIROSTOR_C LEANUP	Open
UNION OIL	WRIGHT && CALIFORNIA SANTA ROSA, CA 95401	CA_ENVIROSTOR_C LEANUP	Open
OLD COAL GAS PLANT	COR 5TH ST & MENDOCINO AVE, SANTA ROSA 95401	FED_CERCLIS_ACTI VE	Open
FORMER AUTO WRCKING YARD	COR BRIGGS && RIDGEWAY SANTA ROSA, CA 95401	FED_CERCLIS_ARC HIVED	Open
HEWLETT PACKARD FOUNTAIN GROVE	1400 FOUNTAIN GROVE PKWY SANTA ROSA, CA 95401	FED_CERCLIS_ARC HIVED	Open
PG&E GAS PLANT SANTA ROSA 104 6	S SIDE 1ST NR B ST SANTA ROSA, CA 95401	FED_CERCLIS_ARC HIVED	Open
ADAMS RESIDENCEää	3022 TRENTON SANTA ROSA, CA 95401	CA_GEO_UST	N/P
Apex Aviation (Dragonfly)	2222 Airport Blvd. Santa Rosa, CA 95403	CA_GEO_UST	N/P
Apex Aviation (Knob Hill)	2274 Becker Blvd Santa Rosa, CA 95403	CA_GEO_UST	N/P
Apex Aviation (Tower Cardlock)	2238 Airport Blvd Santa Rosa, CA 95403	CA_GEO_UST	N/P
BENNETT VALLEY GOLF COURSE	3328 YOLERA AVENUE Santa Rosa, CA 95405	CA_GEO_UST	N/P
Facility 49-000-000092	2235 AIRPORT BLVD SANTA ROSA, CA 95403	CA_GEO_UST	N/P



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Facility 49-000-000215	2240 AIRPORT SANTA ROSA, CA 95403	CA_GEO_UST	N/P
Facility 49-000-000371	2200 Airport Blvd, STE SCA-Army Santa Rosa, CA 95403	CA_GEO_UST	N/P
Facility 49-000-001646	260 Ghilotti Lane Santa Rosa, CA 95407	CA_GEO_UST	N/P
Facility 49-000-001675	3650 Brickway Blvd Santa Rosa, CA 95403	CA_GEO_UST	N/P
Facility 49-000-002759	2254 AIRPORT RD SANTA ROSA, CA 95403	CA_GEO_UST	N/P
Facility 49-000-003680	1 FINLEY AVE. SANTA ROSA, CA 95407	CA_GEO_UST	N/P
Facility 49-000-005510	2240 Airport Blvd. Santa Rosa, CA 95403	CA_GEO_UST	N/P
Facility 49-000-005921	2240 Airport Blvd. Santa Rosa, CA 95403	CA_GEO_UST	N/P
Facility 49-000-005986	2235 Airport Blvd Santa Rosa, CA 95403	CA_GEO_UST	N/P
GHILOTTI CONSTRUCTION CO.á	246áGHILOTTI AVE á Santa Rosa, CA 95407	CA_GEO_UST	N/P
LIFT STATION 12	297 VALLEY OAK DRIVE Santa Rosa, CA 95409	CA_GEO_UST	N/P
MITRI SHAMI	13333 4TH STREET Santa Rosa, CA 95401	CA_GEO_UST	N/P
SCDPW SANTA ROSA RD MAINTENANCE YARD	2175 Airport Blvd Santa Rosa, CA 95403	CA_GEO_UST	N/P
SOCO AIRPORT WASTEWATER	2020 Aviation Blvd. Santa Rosa, CA 95401	CA_GEO_UST	N/P
SOCO TRANSIT	355 ROBLES AVE SANTA ROSA, CA	CA_GEO_UST	N/P
SONOMA AVIATION FUEL SERVICE @ KNOB HILL	2200 AIRPORT BLVD SANTA ROSA, CA 95403	CA_GEO_UST	N/P
SONOMA COUNTY FUELING FACILITY	2650 FAULIN DRIVE Santa Rosa, CA 95405	CA_GEO_UST	N/P
Sonoma County Transit	355 Robles Av, STE W Santa Rosa, CA 95407	CA_GEO_UST	N/P
ZEDRICK, DAVEáááá	111 SEBASTOPOL SANTA ROSA, CA 95407	CA_GEO_UST	N/P
AGILENT TECHNOLOGIES, INC.	1400 FOUNTAINGROVE PKWY. SANTA ROSA, CA 95403	CA_AST	N/P
DEPT. OF TRANS. & PUBLIC WORKS	2175 AIRPORT BLVD. SANTA ROSA, CA 95403	CA_AST	N/P
EMPIRE WASTE MANAGEMENT	3400 STANDISH AVE. SANTA ROSA, CA 95402	CA_AST	N/P
GRAB N GROW SOIL PRODUCTS	2759 LLANO RD. SANTA ROSA, CA	CA_AST	N/P
HERTZ RENT A CAR 1245-15 SANTA ROSA AIRPORT	2241 AIRPORT BLVD SANTA ROSA, CA	CA_AST	N/P



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LAGUNA RANCH	4710 GUERNEVILLE RD. SANTA ROSA, CA 95401	CA_AST	N/P
MARTINI VINEYARD	2043 LAGUNA ROAD SANTA ROSA, CA 95401	CA_AST	N/P
PETERSON TRACTOR	3710 REGIONAL PKWY. SANTA ROSA, CA	CA_AST	N/P
REDWOOD OIL COMPANY	455 YOLANDA AVE. SANTA ROSA, CA	CA_AST	N/P
ROYAL PETROLEUM	365 TODD RD. SANTA ROSA, CA 95402	CA_AST	N/P
SANTA ROSA FOREST FIRE STATION	2210 W. COLLEGE AVE. SANTA ROSA, CA 95401	CA_AST	N/P
SANTA ROSA PLANT	1060 MAXWELL DR. SANTA ROSA, CA 95401	CA_AST	N/P
SHAMROCK MATERIALS, INC.	285 ROBERTS AVE. SANTA ROSA, CA	CA_AST	N/P
SPRINT PCS-SANTA ROSA	2270 APOLLO WAY SANTA ROSA, CA 95407	CA_AST	N/P
Howarth Park Transfer Station	Howarth Park-Summerfield/Sonoma Ave Santa Rosa, CA	CA_SWIS	Closed
Tierra Vegetables	224 Mark West Station Road Santa Rosa, CA	CA_SWIS	Open
HELLER, ROBERT	445 HEMBREE LANE SANTA ROSA, CA 95403	CA_SLIC	Closed
HEWLETT PACKARD FOUNTAINGROVE	1412 FOUNTAINGROVE PARKWAY SANTA ROSA, CA	CA_SLIC	Open
LOS GUILICOS	HWY 12 && PYTHIAN RD SANTA ROSA, CA	CA_SLIC	Closed
MAJOR AVIATION	2232 AIRPORT BOULEVARD SANTA ROSA, CA 95403	CA_SLIC	Closed
ROSELAND CREEK @ BURBANK AVENUE	BURBANK AVENUE SANTA ROSA, CA 95407	CA_SLIC	Closed
SANTA ROSA COMMUNITY DEVELOPMENT SW AREA	LUDWIG ROAD/WRIGHT ROAD/HIGHWAY 12 && 101 SANTA ROSA, CA	CA_SLIC	Closed
SONOMA COUNTY AIRPORT - REDWOOD HANGAR	2220 AIRPORT BOULEVARD SANTA ROSA, CA 95403	CA_SLIC	Closed
SONOMA COUNTY COMMUNITY DEVELOPMENT	SEBASTOPOL ROAD SANTA ROSA, CA 95407	CA_SLIC	Closed
SOUTHERN PACIFIC TRANS CO.	BRIGGS / CARILLO AVENUE SANTA ROSA, CA	CA_SLIC	Open
HEWLETT-PACKARD ROSA DIV	1412 FOUNTAIN GROVE PKWY SANTA ROSA, CA 954030000	CA_ENVIROSTOR_C ORRACT	N/P
Apex Aviation Corp.	2240 Airport Blvd Santa Rosa, CA 94503	CA_ENVIROSTOR_C LEANUP	Closed
GOLDEN TECHNOLOGY SITE	3017 && 3019 SANTA ROSA AVENUE SANTA ROSA, CA 95407	CA_ENVIROSTOR_C LEANUP	Open
Hewlett-Packard Co. - Fountain Grove	1412 Fountain Grove Parkway Santa Rosa, CA 95403	CA_ENVIROSTOR_C LEANUP	Open



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HEWLETT-PACKARD ROSA DIV	CO/SANTA 1412 FOUNTAIN GROVE PKWY SANTA ROSA, CA 954030000	CA_ENVIROSTOR_C LEANUP	Open
LOS GUILICOS FACILITY	Highway 12/Pythian Road Santa Rosa, CA 95409	CA_ENVIROSTOR_C LEANUP	N/P
LOS GUILICOS SITE	Highway 12/Pythian Road Santa Rosa, CA 95409	CA_ENVIROSTOR_C LEANUP	N/P
MARTIN PROPERTY	Bellevue Avenue East Santa Rosa, CA 95407	CA_ENVIROSTOR_C LEANUP	N/P
Proposed Dutton Avenue School Site	3255/3261 Dutton Avenue Santa Rosa, CA 95407	CA_ENVIROSTOR_C LEANUP	Closed
Radar Site B-76 (J09CA0910)	Santa Rosa, CA	CA_ENVIROSTOR_C LEANUP	Open
REDWOOD CHEMICAL	2450 STONEY POINT ROAD SANTA ROSA, CA 95407	CA_ENVIROSTOR_C LEANUP	Open
SANTA ROSA ARMY AIRFIELD	2232 AIRPORT BLVD SANTA ROSA, CA 95403	CA_ENVIROSTOR_C LEANUP	Closed
SANTA ROSA CIRCUITS	35 && 48 WEST BARHAM AVENUE SANTA ROSA, CA 95407	CA_ENVIROSTOR_C LEANUP	Open
SANTA ROSA FED CENTER	Santa Rosa, CA	CA_ENVIROSTOR_C LEANUP	Open
SANTA ROSA FED RES CNT	Santa Rosa, CA	CA_ENVIROSTOR_C LEANUP	Closed
SONOMA COUNTY HEALTH PROJECT, INC	INDIAN 1440 STONY POINT ROAD SANTA ROSA, CA 95407	CA_ENVIROSTOR_C LEANUP	N/P
Weigh-Tronix, Inc.	2320 Airport Boulevard Santa Rosa, CA 95403	CA_ENVIROSTOR_C LEANUP	Open
GOLDEN TECHNOLOGY SITE	3017 && 3019 SANTA ROSA AVENUE SANTA ROSA, CA 95407	CA_DTSC_DEED	Open
GOLDEN TECHNOLOGY SITE	3017 && 3019 SANTA ROSA AVENUE SANTA ROSA, CA 95407	CA_DTSC_DEED	Open
GOLDEN TECHNOLOGY SITE	3017 && 3019 SANTA ROSA AVENUE SANTA ROSA, CA 95407	CA_DTSC_DEED	Open
GOLDEN TECHNOLOGY SITE	3017 && 3019 SANTA ROSA AVENUE SANTA ROSA, CA 95407	CA_DTSC_DEED	Open
MCMINN STATE SITE	SUPERFUND SEBASTOPOL ROAD / WEST AVENUE, SANTA ROSA 95407	FED_CERCLIS_ACTI VE	Open
A & M GARAGE	807 RIPPLY ST SANTA ROSA, CA95401	FED_RCRA_GEN	Active
ABC CLEANERS	711 STONYPOINT RD SANTA ROSA, CA95401	FED_RCRA_GEN	Active
AIRPORT EXPRESS	4130 MOORELAND AVE SANTA ROSA, CA95407	FED_RCRA_GEN	Active
AMERICAN SUN MOTORS CORP	77 W THIRD ST UNIT B AND C SUN PLAZA 77 SANTA ROSA, CA95401	FED_RCRA_GEN	Active
CREAMS DISMANTLING & SCRAP, INC.	3650 BRICKWAY BLVD. SANTA ROSA, CA95403	FED_RCRA_GEN	Active
DRY CLEAN USA	711 STONYPOINT SANTA ROSA, CA95401	FED_RCRA_GEN	Active



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EMPIRE CLEANERS	526 SOUDMA AVE SANTA ROSA, CA95401	FED_RCRA_GEN	Active
HEWLETT PACKARD CO	1400 FOUNTAIN GROVE PKWY REMEDIATION ACTIVITIES SANTA ROSA, CA95403	FED_RCRA_GEN	Active
KEYSIGHT TECHNOLOGIES, INC.	1400 FOUNTAIN GROVE PARKWAY SANTA ROSA, CA95403	FED_RCRA_GEN	Active
KIEKMANN'S AUTO BODY	DIEKMANN'S AUTO BODY SANTA ROSA, CA95407	FED_RCRA_GEN	Active
KITS CAMERAS 1 HOUR NO 39	1053 SANTA ROSA PLAZA SANTA ROSA, CA95401	FED_RCRA_GEN	Active
KVO INDUSTRIES, INC	1825 EMPIRE IND. CT. STEA SANTA ROSA, CA95403	FED_RCRA_GEN	Active
MAJOR CLEANERS	3352 COFFEE LN STE A SANTA ROSA, CA95401	FED_RCRA_GEN	Active
PETER PAN CLEANERS	2231 MZ NOOCINO AVE SANTA ROSA, CA95401	FED_RCRA_GEN	Active
R AND S TRUCKING	1688 ALMAR PKWY SANTA ROSA, CA95403	FED_RCRA_GEN	Active
ROMAC PACIFIC	2332 AIRPORT BLVD SANTA ROSA, CA95407	FED_RCRA_GEN	Active
S AND S TRANSMISSION	1232 1/2 CLEVELAND AVE SANTA ROSA, CA95401	FED_RCRA_GEN	Active
SANTA ROSA AUTO BODY	35460 SANTA ROSA AVE SANTA ROSA, CA95407	FED_RCRA_GEN	Active
SANTA ROSA CITY SCHOOL DISTRICT	211 RIDGWAY AVE SANTA ROSA, CA95401	FED_RCRA_GEN	Active
SANTA ROSA HSD RIDGWAY HIGH SCHOOL	325 RIDGWAY AVE SANTA ROSA, CA95401	FED_RCRA_GEN	Active
SANTA ROSA PLAZA	235 SANTA ROSA PLAZA SANTA ROSA, CA95401	FED_RCRA_GEN	Active
SONOMA CO ROAD MAINT YARD	2175 AIRPORT BLVD SANTA ROSA, CA95401	FED_RCRA_GEN	Active
SONOMA JET CENTER	6000 FLIGHTLINE DR SANTA ROSA, CA95403	FED_RCRA_GEN	Active
SYAR INDUSTRIES INC	GHILOTTI AVE SANTA ROSA, CA95403	FED_RCRA_GEN	Active
TILLMANS GERMAN CAR SPECIALIST	2728 GUERNVILLE RD SANTA ROSA, CA95401	FED_RCRA_GEN	Active
UPS - SANTA ROSA	3331 INDUSTRIAL WAY SANTA ROSA, CA95403	FED_RCRA_GEN	Active
WEIGH TRONIX INC	2320 AIRPORT BLVD SANTA ROSA, CA95403	FED_RCRA_GEN	Active
WEST CAL TRACTOR	4101 S MORELAND AVE SANTA ROSA, CA95407	FED_RCRA_GEN	Active
HEWLETT PACKARD CO	1400 FOUNTAIN GROVE PKWY REMEDIATION ACTIVITIES SANTA ROSA, CA95403	FED_RCRA_COR	Active
	9440 SR 14 REVANNE, OH	FED_ERNS	Closed



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	4201 EVONIK ROAD THEODORE, AL 36582	FED_ERNS	Closed
A AND M MINI MARKET	440 HEAN AVE SANTA ROSA, CA95902	CA_HIST_UST	N/P
ARLINGTON STORAGE SITE	NONE ARLINGTON AND SCENIC SANTA ROSA, CA95407	CA_HIST_UST	N/P
BROWN IRRIGATION SITE	NONE LLANO ROAD SANTA ROSA, CA95401	CA_HIST_UST	N/P
BUILDING	4 A STREET (FIRST AND A STRE SANTA ROSA, CA95401	CA_HIST_UST	N/P
CODDINGTOWN FIRESTONE	850 CODDINGTOWN CENTER SANTA ROSA, CA95401	CA_HIST_UST	N/P
CROSS RAOD BEACON	2500 GUERNEVILL RD SANTA ROSA, CA95401	CA_HIST_UST	N/P
DAVE ZEDRICK INC	NONE HWY 12 AND DUTTON AVE SANTA ROSA, CA95402	CA_HIST_UST	N/P
DENNO BROTHERS INC	2285 OLIVE LN SANTA ROSA, CA95401	CA_HIST_UST	N/P
DRAGONFLY AVIATION INC	2222 AIRPORT BLVD SANTA ROSA, CA95401	CA_HIST_UST	N/P
DUTTON SHELL	255 OUTTON AVE SANTA ROSA, CA95407	CA_HIST_UST	N/P
EMPIRE COMMUNICATIONS INC	2120 BLUBELL DR SANTA ROSA, CA95401	CA_HIST_UST	N/P
ERNEST PEGG OIL COMPANY	21 FRANCIS STREET SANTA ROSA, CA95401	CA_HIST_UST	N/P
FAIRGROUNDS	1100 BENNETT AVE SANTA ROSA, CA95402	CA_HIST_UST	N/P
FIRESTONE 36F4	806 CODDINGTOWON CENTER SANTA ROSA, CA95401	CA_HIST_UST	N/P
FLOOD CONTROL MAINTENANCE YARD	2260 ORDINANCE ROAD SANTA ROSA, CA95401	CA_HIST_UST	N/P
G ALDRIDGE	NONE PO BOX 4626 SANTA ROSA, CA95402	CA_HIST_UST	N/P
HANDM LANDSCAPE MATERIALS INC	2030 LLARD RD SANTA ROSA, CA95407	CA_HIST_UST	N/P
HANDY - SPOT CO OF NO CA	NONE 2450 -B BLUE BELL DR SANTA ROSA, CA95401	CA_HIST_UST	N/P
BLACKSTONE HOMES	PO BOX 6651 SANTA ROSA, CA 95406	CA_HWIS	N/P
BRICKWAY BUILDING	3850 BRICKWAY BLVD SANTA ROSA, CA 95403	CA_HWIS	N/P
CARROLL HARVILLE	451 LAS CASITAS APT D SANTA ROSA, CA 954031355	CA_HWIS	N/P
CHARLES M SCHULZ-SONOMA COUNTY AIRPORT	2290 AIRPORT BLVD SANTA ROSA, CA 954031003	CA_HWIS	N/P



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DEPT OF HOMELAND SECURITY(TSA)@SONOMA CNTY AIRPORT	2200 AIRPORT BLVD SANTA ROSA, CA 95403	CA_HWIS	N/P
DUTTON RADIATOR SERVICE	181 SEBASTAPOL RD SANTA ROSA, CA 954070000	CA_HWIS	N/P
ICORE INTERNATIONAL INC	3780 FLIGHTLINE DR SANTA ROSA, CA 954030000	CA_HWIS	N/P
KEYSIGHT TECHNOLOGIES INC	1400 FOUNTAINGROVE PKWY SANTA ROSA, CA 954030000	CA_HWIS	N/P
LENSCRAFTERS #215	2033 SANTA ROSA PLAZA SANTA ROSA, CA 954010000	CA_HWIS	N/P
NEW SONOMA FBO INC DBA SONOMA JET CENTER	6000 FLIGHTLINE DR SANTA ROSA, CA 954031047	CA_HWIS	N/P
NORTH BAY RADIATOR	1239 CLEVELAND AVE SANTA ROSA, CA 954010000	CA_HWIS	N/P
P & L SPECIALTIES	1650 ALMAR PKWY SANTA ROSA, CA 954038253	CA_HWIS	N/P
QUIK STOP MARKETS INC MKT #35	816 MC MINN AVENUE SANTA ROSA, CA 954070000	CA_HWIS	N/P
R AND S TRUCKING	1688 ALMAR PKWY SANTA ROSA, CA 954030000	CA_HWIS	N/P
REACH AIR MEDICAL SERVICES LLC	2360 BECKER BLVD SANTA ROSA, CA 954038270	CA_HWIS	N/P
ROUND BARN CHEMOTHERAPY	3555 ROUND BARN CIR SANTA ROSA, CA 954031757	CA_HWIS	N/P
SANTA ROSA CITY SCHOOLS SANTA ROSA SCHOOL DISTRICT	211 RIDGWAY AVE SANTA ROSA, CA 954010000	CA_HWIS	N/P
SANTA ROSA JET CENTER LLC	2240 AIRPORT BLVD SANTA ROSA, CA 954031003	CA_HWIS	N/P
SLATER MIDDLE SCHOOL	3500 SONOMA BLVD SANTA ROSA, CA 95401	CA_HWIS	N/P
SONOMA AIR ATTACK BASE	2235 AIRPORT BLVD SANTA ROSA, CA 954038259	CA_HWIS	N/P
SONOMA COUNTY REGIONAL PARKS MAINTENANCE CORP YARD	300 FISCAL DR SANTA ROSA, CA 95403	CA_HWIS	N/P
SONOMA COUNTY ROAD MAINT YARD	2175 AIRPORT BLVD SANTA ROSA, CA 954031002	CA_HWIS	N/P
ST FRANCIS WINERY L P	500 PYTHIAN RD SANTA ROSA, CA 954096545	CA_HWIS	N/P
THE FINISHING TOUCH	966 PIONEER RD STE G SANTA ROSA, CA 954300000	CA_HWIS	N/P
TIERRACAST INC	3177 GURNEVILLE RD SANTA ROSA, CA 954010000	CA_HWIS	N/P
ULTA BEAUTY 433	2080 FELCH ST SANTA ROSA, CA 95407	CA_HWIS	N/P
VAMC SANTA ROSA CBOC	3841 BRICKWAY BLVD SANTA ROSA, CA 954038226	CA_HWIS	N/P



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Sitename	Address	Database	Status
COTATI CHEVRON	766 COTATI AV COTATI, CA 94928	CA_GEO_UST	N/P
Facility 49-000-000330	7000 COLDWATER CREEK RD CLOVERDALE, CA 95425	CA_GEO_UST	N/P
Facility 49-000-001914	8761 DRY CREEK RD Healdsburg, CA 95448	CA_GEO_UST	N/P
GILLILAND RESIDENCE	80 SPINDRIFT SEA RANCH, CA 95497	CA_GEO_UST	N/P
SPRING HILL SERVICE	9890 BODEGA SEBASTOPOL, CA 95472	CA_GEO_UST	N/P
ASTI RANCH	26505 DUTCHER CREEK RD. HEALDSBURG, CA 95448	CA_AST	N/P
CANYON RANCH	1676 CANYON RD. GEYSERVILLE, CA 95441	CA_AST	N/P
CAPITAL LUMBER CO.	13480 OLD REDWOOD HWY. HEALDSBURG, CA 95448	CA_AST	N/P
CASINI ENTERPRISES, INC.	P.O. BOX 22 DUNCAN MILLS, CA 95430	CA_AST	N/P
CHALK HILL ESTATE WINERY	10300 CHALK HILL RD. HEALDSBURG, CA 95448	CA_AST	N/P
GEYSERVILLE SERVICE CENTER	20880 GEYSERVILLE AVE GEYSERVILLE, CA	CA_AST	N/P
HEALDSBURG FOREST FIRE STATION	17475 REDWOOD HWY. HEALDSBURG, CA 95448	CA_AST	N/P
MCPAHIL FUEL CO.	300 ALDER AVENUE COTATI, CA 94954	CA_AST	N/P
MINATTA TRANSPORTATION	8184 GRAVENSTEIN HWY COTATI, CA 94931	CA_AST	N/P
NUN'S CANYON QUARRY, INC	12201 SONOMA HWY GLEN ELLEN, CA 95442	CA_AST	N/P
REDWOOD EMPIRE SAWMILLS	26800 ASTI RD. CLOVERDALE, CA 95425	CA_AST	N/P
SHAMROCK MATERIALS, INC.	30022 LEVEE RD. CLOVERDALE, CA 95425	CA_AST	N/P
SHAMROCK MATERIALS, INC.	8150 HWY. 116 COTATI, CA 94931	CA_AST	N/P
SONOMA DEVELOPMENTAL CENTER	15000 ARNOLD DRIVE ELDRIDGE, CA 95431	CA_AST	N/P
STONY POINT RANCH	8800 PINE LANE COTATI, CA 94931	CA_AST	N/P
Caltrans Austin Creek, Cazadero	12000 Hy116 Mpm5.4, 1 Mi E/O Cazadero Rd Cazadero, CA	CA_SWIS	Closed
Carneros River Ranch	3900 Hwy 37 Petaluma, CA	CA_SWIS	Open
Casa Grande Site	West End Of Casa Grande Road Petaluma, CA	CA_SWIS	Closed
Casa Grande Site	West End Of Casa Grande Road Petaluma, CA	CA_SWIS	Closed



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Sitename	Address	Database	Status
Central Compost Site	500 Mecham Road Petaluma, CA	CA_SWIS	Open
Central Transfer Station	500 Mecham Rd. Petaluma, CA	CA_SWIS	Open
Cloverdale Wood Waste Landfill #1	East Of Hwy 101 On Kelly Road Cloverdale, CA	CA_SWIS	Closed
Cloverdale Wood Waste Landfill #2	1/2 Mi E Hwy 101 On Kelly Rd Cloverdale, CA	CA_SWIS	Open
Drilling Mud Disposal Facility	The Geysers Sonoma, CA	CA_SWIS	Open
Guerneville Landfill	13950 Pocket Drive Guerneville, CA	CA_SWIS	Closed
Guerneville Transfer Station	13450 Pocket Drive Guerneville, CA	CA_SWIS	Open
Healdsburg Disposal Site	2 Mi N Healdsburg, 166 Alexander Rd. Healdsburg, CA	CA_SWIS	Closed
Healdsburg Disposal Site	2 Mi N Healdsburg, 166 Alexander Rd. Healdsburg, CA	CA_SWIS	Closed
Korbel Maintenance Disposal Site	1.5 Miles East Of Guerneville Off H116 Guerneville, CA	CA_SWIS	Open
Occidental DS	4985 Stoetz Ln Occidental, CA	CA_SWIS	Closed
Reichert Duck Farm	3770 Middle Two Rocks Road Petaluma, CA	CA_SWIS	Open
Santa Rosa Geothermal Co. L.P.	Castle Rock Springs Area Sonoma, CA	CA_SWIS	Open
Sonoma Developmental Center UDA (2136)	15000 Arnold Dr. Eldridge, CA	CA_SWIS	Closed
Southern Lakeville Area aka Synagro	Sonoma And Lakeville Highways Petaluma, CA	CA_SWIS	Open
Tubbs Island Sludge Disposal Site	5400 Sears Point, Hwy 37 Sonoma, CA	CA_SWIS	Open
Unocal Of 27-2	13001 Geysers Road Healdsburg, CA	CA_SWIS	Closed
Wohler Road Disposal Site	9950 Wohler Road Forestville, CA	CA_SWIS	Closed
BARTA HIDE	896 LAKEVILLE ROAD PETALUMA, CA 94952	CA_ENVIROSTOR_C LEANUP	Open
CASA GRANDE LANDFILL	WEST END OF CASA GRANDE ROAD PETALUMA, CA 94952	CA_ENVIROSTOR_C LEANUP	Open
CLOVERDALE WOOD WASTE LANDFILL #2	KELLY ROAD, 1/2-MILE EAST OF HIGHWAY 101 CLOVERDALE, CA 95425	CA_ENVIROSTOR_C LEANUP	Open
Gualala Bombing Target (J09CA1032)	Gualala Gualala, CA 95445	CA_ENVIROSTOR_C LEANUP	Open
HEALDSBURG DISPOSAL SITE	ALEXANDER VALLEY ROAD HEALDSBURG, CA 95448	CA_ENVIROSTOR_C LEANUP	Open
Jenner Bombing Target (J09CA1039)	Jenner, CA	CA_ENVIROSTOR_C LEANUP	Closed



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PETALUMA BOMB TARGET	Petaluma, CA	CA_ENVIROSTOR_C LEANUP	Open
PETALUMA TANNING	WILSON PETALUMA, CA 94952	CA_ENVIROSTOR_C LEANUP	N/P
STANDARD STRUCTURES	HWY 101 BETWEEN SHILOH && AIRPORT WINDSOR, CA 95492	CA_ENVIROSTOR_C LEANUP	Open
Two Rock Ranch (J09CA0983)	located in Sonoma County Sonoma, CA 95376	CA_ENVIROSTOR_C LEANUP	Closed
MGM BRAKES	HIGHWAY 101 && SANTANA ROAD CLOVERDALE, CA 95425	CA_DTSC_DEED	Open
MGM BRAKES	HIGHWAY 101 && SANTANA ROAD CLOVERDALE, CA 95425	CA_DTSC_DEED	Open
GAMBONINI MERCURY MINE	1403 WILSON HILL ROAD, PETALUMA 94952	FED_CERCLIS_ACTI VE	Open
GEO OPERATOR CORP/UNIT 15	GEYSERS ROAD, CLOVERDALE 95425	FED_CERCLIS_ACTI VE	Open
PETALUMA MARSH	HIGHWAY 10, AT CORDA DAIRY, PETALUMA	FED_CERCLIS_ACTI VE	Open
RUSSIAN RIVER FLOOD	RUSSIAN RIVER, GUERNEVILLE 95446	FED_CERCLIS_ACTI VE	Open
SONOMA BURN DUMP	Postal Address is unavailable for the Site, SONOMA 95476	FED_CERCLIS_ACTI VE	Open
BARTA HIDE	896 LAKEVILLE RD PETALUMA, CA 94952	FED_CERCLIS_ARC HIVED	Open
BUCKEYE MINE	APN 117-140-002; 117-140-003; 117-140-004; 117- 140-005 , CA	FED_CERCLIS_ARC HIVED	Open
CENTRAL DSPL SITE	MECHAM RD PETALUMA, CA 94952	FED_CERCLIS_ARC HIVED	Open
MASONITE CORPORATION	1M SOUTH OF CLOVERDALE CLOVERDALE, CA 95425	FED_CERCLIS_ARC HIVED	Open
NAV SEC GRU ACT SKAGGS ISLAND	SKAGGS ISLAND SONOMA, CA 95476	FED_CERCLIS_ARC HIVED	Open
PG&E GAS PLANT PETALUMA	FIRST ST BET C && D STS PETALUMA, CA 94952	FED_CERCLIS_ARC HIVED	Open
ROBLAR QUARRY	ROBLAR ROAD SONOMA, CA 95476	FED_CERCLIS_ARC HIVED	Open
SHELL OIL CO HILARY FARM LSE	SEC 26 T12N R10W MDB && M CLOVERDALE (5 MI NE), CA 95425	FED_CERCLIS_ARC HIVED	Open
STANDARD STRUCTURES INC	HWY 101 BETW SHILOH && AIRPORT WINDSOR, CA 95492	FED_CERCLIS_ARC HIVED	Open
	FINK CREEK RD. CAMDEN, WV	FED_ERNS	N/P
	132 SEA ISLE CIRCLE SOUTH DAYTONA, FL	FED_ERNS	N/P
	KODIAK, AK	FED_ERNS	Closed
	SEE LAT/LONG BEAUMONT, TX	FED_ERNS	N/P



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Sitename	Address	Database	Status
	2475 FAIRFIELD AVENUE RICHPORT, CT	FED_ERNS	Closed
	SEE LAT/LONG SOUTH WEST QUARTER , OK	FED_ERNS	Closed
	RM 86 , LA	FED_ERNS	N/P
	101 12TH ST. CATLETTSBURG, KY 41129	FED_ERNS	Closed
	COW BAYOU BRIDGE CITY, TX	FED_ERNS	N/P
	38003 FM 1379 MIDLAND, TX	FED_ERNS	Closed
	GONZALEZ, LA	FED_ERNS	N/P
	6531 SOUTH MADISON AVE ANDERSON, IN	FED_ERNS	N/P
	INTERSTAE 65 SOUTH MM 61 MUNFORDVILLE, KY	FED_ERNS	Closed
	SOUTHEND OF MANATEE POCKET STUART (PORT SALERNO), FL	FED_ERNS	N/P
	311 MAIN RD. SUITE 1 POINT MUGU, CA 93042	FED_ERNS	Closed
	612 ANTRIM COMMONS DR GREENCASTLE, PA	FED_ERNS	Closed
	3701 CAUSEWAY BLVD TAMPA, FL	FED_ERNS	Closed
	21212 N JOHN WAYNE PKWY MARICOPA, AZ	FED_ERNS	Closed



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Description of Databases Searched

The JCP-LGS Commercial Environmental Screening Report is based on an electronic search of certain federal and state level environmental-hazard record systems, or databases. These databases are searched for hazard sites within certain radius distances around the subject property. The databases searched, and the radius distances searched from the subject property, comply with the U.S. Environmental Protection Agency (EPA) "All Appropriate Inquiry" (AAI) standard for government records search (40 CFR Part 312.26) under the U.S. Small Business Liability Relief and Revitalization Act ("the Brownfields Law").

The government databases searched for this Report are identified below, along with the abbreviation used in this Report, and a brief explanation about the nature of the hazard sites included in those databases.

DISCLAIMER: An EPA-compliant government records search is only one part of the "All Appropriate Inquiry" standard defined under the Brownfields Law. Compliance with all parts of the Brownfields Law is required for an "innocent landowner defense" against the future discovery of contamination on the property. This Report, by itself, does NOT provide that liability protection. Please see the Terms and Conditions Section for additional information on the preparation and limitations of this Report.

Federal National Priorities List, or "Superfund" sites (CERCLIS NPL):

This is a list compiled by the Federal Environmental Protection Agency (EPA) of contaminated sites with the highest priority of cleanup. The federal EPA is required to force clean up of these sites under the authority of a law called the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), which is commonly called "Superfund."

Source Agency: U.S. Environmental Protection Agency.

Search Distance Used: 1.0 mile

Database last checked by JCP-LGS: September 2016

WANT MORE INFORMATION? Contact the United States Environmental Protection Agency, (800) 424-9346.

Corrective Action Sites, sites with Known Contamination (RCRA COR):

This subset of the RCRA database (also known as the RCRA CORRACTS List), maintained by US EPA, identifies sites "subject to corrective action" at which contamination has been discovered and where some level of corrective clean-up activity has been or may be undertaken. For example, a site may have been on the RCRA TSD or a RCRA GEN site list (see above), and was placed on the CORRACTS list once contamination was discovered and remediation was underway.

Source Agency: U.S. Environmental Protection Agency.

Search Distance Used: 1.0 mile

Database last checked by JCP-LGS: September 2016

WANT MORE INFORMATION? Contact the United States Environmental Protection Agency, (800) 424-9346.

Federal Sites Investigated for Possible Inclusion in the NPL (CERCLIS):

The Comprehensive Environmental Response, Compensation, and Liability Act Information System (CERCLIS) is a list of sites that the Federal EPA is investigating for possible inclusion on the NPL. After investigation is complete, the sites on this list will either be closed because no contamination was found, added to the NPL to be cleaned up, or sent to a local state overseeing agency for clean-up.

Source Agency: U.S. Environmental Protection Agency.

Search Distance Used: 0.5 mile

Database last checked by JCP-LGS: September 2016

WANT MORE INFORMATION? Contact the United States Environmental Protection Agency, (800) 424-9346.

CERCLIS Sites That Have Been Archived (CERCLIS-Archived):

Most sites in this database have been assigned the status "NFRAP" (which means "No Further Response Action Planned"). These sites, once listed in the active CERCLIS database, have been removed from that database into an archive list because they have been assessed by the EPA and determined not to require further remedial action under the Superfund Program.

Source Agency: U.S. Environmental Protection Agency.

Search Distance Used: 0.5 mile

Database last checked by JCP-LGS: September 2016

WANT MORE INFORMATION? Contact the United States Environmental Protection Agency, (800) 424-9346.

Treatment, Storage and Disposal Sites for Hazardous Materials (RCRA TSD):

TSD stands for Treatment, Storage and Disposal. This list of facilities is maintained by the Federal EPA, and includes sites that are licensed to treat, store, or dispose of hazardous substances. They are not necessarily contaminated.



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Source Agency: U.S. Environmental Protection Agency.

Search Distance Used: 0.5 mile

Database last checked by JCP-LGS: September 2016

WANT MORE INFORMATION? Contact the United States Environmental Protection Agency, (800) 424-9346.

Tribal UST And/Or Tribal LUST:

Federally recognized Native American tribes are sovereign entities subject to federal laws. Underground storage tanks (including leaking tanks, UST/LUST) located on tribal lands generally are not subject to state laws. As a result, unless a state acts as a tribe's agent pursuant to a formal agreement with a tribe, EPA and the tribe are responsible for implementing and enforcing the UST program on tribal lands. There are approximately 6,000 UST/LUST's on Native American lands in the U.S. The EPA works with tribal entities to identify and assess hazards to public health and the environment on tribal lands from UST's and LUST's, to bring all tanks on tribal lands into compliance so as to prevent future leaks and to cleanup existing leaks.

Source Agency: U.S. Environmental Protection Agency.

Search Distance Used: 0.5 mile

Database last checked by JCP-LGS: September 2016

WANT MORE INFORMATION? Contact the United States Environmental Protection Agency, (800) 424-9346.

State EnviroStor Database (ENVIROSTOR, formerly SMBRPD):

The EnviroStor database, maintained by the California Department of Toxic Substances Control (DTSC), replaces the former Site Mitigation and Brownfields Reuse Program (SMBRP) database (CalSites). EnviroStor identifies sites that have known contamination or sites for which there may be reasons to investigate further as well as hazardous waste treatment, storage, disposal or transfer facilities (TSDTF). The EnviroStor data disclosed in this Report includes those sites identified in the EnviroStor Cleanup Sites database as well as those listed in the EnviroStor Permitted and Corrective Action Facilities database download. Among the site types included in EnviroStor database are State Response Sites, generally high-priority and high potential risk confirmed release sites where DTSC is involved in remediation; Voluntary Cleanup Sites with either confirmed or unconfirmed releases where DTSC has been asked to oversee evaluation, investigation, and/or cleanup activities; and Evaluation sites with suspected but unconfirmed contamination. DTSC cautions that the EnviroStor database does not include ALL contaminated sites, permitted transportable treatment units, hazardous waste generators/transporters, or former methamphetamine (meth) labs. This database also does not include information on sites where DTSC has made a "No Action Required" determination, as these sites had assessments that revealed no evidence of recognized environmental conditions in connection with the property.

Source Agency: California Department of Toxic Substances Control.

Search Distance Used: 0.5 mile

Database last checked by JCP-LGS: September 2016

WANT MORE INFORMATION? Contact the CA Environmental Protection Agency, Department of Toxic Substances Control, (916)323-3400.

State List of Spills, Leaks, Investigation & Cleanup (SLIC):

The Spills, Leaks, Investigations & Cleanup (SLIC) Program, administered by the California Water Resources Control Board, is designed to protect and restore water quality from spills, leaks, and similar discharges. Sites identified by the SLIC program are now listed in the GeoTracker database as "Cleanup Program Sites". The program oversees soil and water investigations, corrective actions, and human health risk assessments at sites with current or historic unauthorized discharges, which have adversely affected or threaten to adversely affect waters of the state. The program covers all types of pollutants (such as solvents, petroleum fuels, heavy metals, pesticides, etc) and all environments (including surface water, groundwater, sediment, and soil). The outcome of the SLIC program process may range from a No Further Action (NFA) letter indicating cleanup is complete with no land-use restrictions, to the design and implementation of a remedial system. Sites in the SLIC program are generally small to medium-sized industrial sites with non-fuel contamination. Many of these sites are regulated under Site Cleanup Requirements, which are issued by the Regional Board. Site Cleanup Requirements generally mandate a time schedule for specific tasks that must be performed by the responsible party(ies) to investigate and cleanup the site. Statutory authority for the program is derived from the California Water Code, Division 7, Section 13304. Guidelines for site investigation and remediation are promulgated in State Board Resolution No. 92-49 entitled Policies and Procedures.

Source Agency: California Water Resources Control Board.

Search Distance Used: 0.5 mile

Database last checked by JCP-LGS: September 2016

WANT MORE INFORMATION? Contact the CA State Water Resources Control Board, Underground Storage Tank Program, (916)341-5808.

Solid Waste Landfill Facilities (SWIS):

The Solid Waste Information System is maintained by California's Integrated Waste Management Board. This system tracks known landfills. Sites on this list are often reported as "unlocatable" because the site address information on the state list is frequently insufficient for precise location (landfills are typically distant from population centers, in undeveloped or rural areas where there are no street names or address numbers).



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Source Agency: California Integrated Waste Management Board.

Search Distance Used: 0.5 mile

Database last checked by JCP-LGS: September 2016

WANT MORE INFORMATION? Contact the CA State Integrated Waste Management Board, (916)341-6320.

State List of Leaking Underground Storage Tanks (LUST):

California's Water Resources Control Board, under its Underground Storage Tank Program, maintains a list of all underground storage tanks which have been reported as having released contaminants. Formerly identified as a standalone database called the Leaking Underground Storage Tank Information System (LUSTIS), these sites are now identified as "LUST Cleanup Sites" in the GeoTracker database.

Source Agency: California Water Resources Control Board.

Search Distance Used: 0.5 mile

Database last checked by JCP-LGS: September 2016

WANT MORE INFORMATION? Contact the CA State Water Resources Control Board, Underground Storage Tank Program, (916)341-5808.

EnviroStor Site With Deed Restriction Or Other Controls (CONTROLS)

California law requires that the Department of Toxic Substances Control (DTSC) notify the planning and building departments of all local governments of any recorded land use restriction ("Deed Restriction"). The DTSC maintains a database called "EnviroStor" that lists all deed restrictions, including street addresses or the equivalent description of location. According to DTSC, this database may not include all deed restrictions and other land use controls that exist at the current time.

Source Agency: California Department of Toxic Substances Control.

Search Distance Used: 0.5 mile

Database last checked by JCP-LGS: September 2016

WANT MORE INFORMATION? Contact the CA Environmental Protection Agency, Department of Toxic Substances Control, (916)323-3400.

Sites of Potential Generators of Hazardous Materials (RCRA GEN):

Small scale and large scale generators (GEN) are included in this list, as required under the Resource Conservation and Recovery Act (RCRA). This list is maintained by the Federal EPA of facilities that generate hazardous substances. Depending on the quantity, they will be listed as small or large. Sites on this list are not necessarily contaminated, but they are tracked because they deal with hazardous substances on the site. RCRA is a federal law that governs how hazardous substances are produced, transported, stored, and disposed of.

Source Agency: U.S. Environmental Protection Agency.

Search Distance Used: 0.125 mile

Database last checked by JCP-LGS: September 2016

WANT MORE INFORMATION? Contact the United States Environmental Protection Agency, (800) 424-9346.

Emergency Response Notification System (ERNS, National Response Center):

The National Response Center (NRC) is the sole federal point of contact for reporting environmental hazard spills. The NRC operates 24 hours a day, 7 days a week, 365 days a year. The National Response System (NRS) is the government's mechanism for emergency response to discharges of oil and the release of chemicals into the navigable waters or environment of the United States and its territories. Initially, this system focused on oil spills and selected hazardous polluting substances discharged into the environment. It has since been expanded by other legislation to include hazardous substances and wastes released to all types of media. The ERNS database includes information about location, type, and severity of spills reported to the NRC.

Source Agency: U.S. Coast Guard.

Search Distance Used: 0.125 mile

Database last checked by JCP-LGS: September 2016

WANT MORE INFORMATION? Contact the National Response Center, (800) 424-8802.

State List of Underground Storage Tanks (UST):

Part of the larger GeoTracker database, this list identifies permitted tanks storing hazardous substances which are substantially or totally beneath the surface of the ground. The list is maintained by California's Water Resources Control Board. When a tank on this list is discovered to be leaking, it may also appear on the LUST or RCRA COR list (see above). Sites on the LUST or RCRA COR lists may not appear on the UST list if the tank has been removed and the case has been closed.

Source Agency: California Water Resources Control Board.

Search Distance Used: 0.125 mile

Database last checked by JCP-LGS: September 2016

WANT MORE INFORMATION? Contact the CA State Water Resources Control Board, Underground Storage Tank Program, (916)341-5808



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State List of Historical Underground Storage Tanks (Hist-UST):

The California State Water Resources Control Board keeps the Hazardous Substances Storage Container Information on file. This is a database of historical underground storage tanks that was kept until the late 1980's, but has been discontinued and is no longer updated.

Source Agency: California Water Resources Control Board.

Search Distance Used: 0.125 mile

Database last checked by JCP-LGS: September 2014

WANT MORE INFORMATION? Contact the CA State Water Resources Control Board, Underground Storage Tank Program, (916)341-5808

State Hazardous Waste Information Summary (HWIS):

The Hazardous Waste Information Summary (also called the Hazardous Waste Summary Report, and formerly the Tanner Report), is a database that summarizes the chemical data contained in manifests submitted to the California Department of Toxic Substances Control (DTSC) by hazardous waste generators and facilities around the state. The volume of manifests submitted to the DTSC is typically 900,000 - 1,000,000 annually, representing approximately 450,000 - 500,000 shipments.

Source Agency: California Department of Toxic Substances Control.

Search Distance Used: 0.125 mile

Database last checked by JCP-LGS: September 2016

WANT MORE INFORMATION? Contact the CA Environmental Protection Agency, Department of Toxic Substances Control, (916)323-3400.

Sites Reported but Not Required for AAI Compliance

As a courtesy to JCP-LGS clients, the Commercial EnviroCheck™ Report also includes storage tank sites listed by state agencies that are not required by the AAI standard to be included in a government records search. These sites are listed in the following database:

State List of Aboveground Storage Tanks (AST):

This historic list tracks aboveground petroleum storage tanks of 10,000 gallons or more, with exceptions for certain uses (e.g., agricultural). It was maintained by the state's Water Resources Control Board. When an aboveground tank is discovered to be leaking, it may also appear on the RCRA COR list (see above). Sites on the RCRA COR list may not appear on the AST list if the tank has been removed and the case has been closed. NOTE: Effective January 1, 2008 the Certified Unified Program Agencies (CUPAs) at the local level are vested with the responsibility and authority to implement the Aboveground Petroleum Storage Act (APSA) which regulates ASTs.

Source Agency: California Water Resources Control Board.

Search Distance Used: 0.125 mile

Database last checked by JCP-LGS: November 2014

WANT MORE INFORMATION? Contact the local responsible agency from the online directory at www.calepa.ca.gov/CUPA/Directory/default.aspx.

END OF ENVIRONMENTAL SCREENING REPORT SECTION
See Terms and Conditions at end of this Report.



JCP-LGS Commercial Property Disclosure Reports Terms and Conditions

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TERMS and CONDITIONS

ACCEPTANCE OR USE OF THIS REPORT CONSTITUTES APPROVAL AND ACCEPTANCE OF THE TERMS, CONDITIONS, AND LIMITATIONS STATED HEREIN.

The Report ("Report") is subject to each of the following Terms and Conditions. Each Recipient (defined below) of the Report agrees that the Report is subject to the following Terms and Conditions, and each Recipient agrees to be bound by such. Use of this Report by any Recipient constitutes acceptance of the Terms and Conditions to the Report. The Terms and Conditions below are incorporated by this reference into the Report. **This Report is not an insurance policy.**

This Report is made for the real property specifically described in the Report (the "Property") and solely for the transaction for which it was originally purchased ("Transaction"). The Property shall not include any property beyond the boundaries of the real property described in the Report. The Property shall not include any structures (whether located on the Property, or not), easements, or any right, title, interest, estate, or easement in any abutting streets, roads, alleys, lanes, ways, or waterways.

IMPORTANT NOTICE: Transferor(s) and transferee(s) shall read the complete Report in its entirety before the close of escrow. A "Signature Page" or "Summary Pages" document may be included in the electronic delivery of this Report. Those documents do not replace the complete Report or remove the need to read the complete Report, and do not remove the requirement to disclose. The Signature Page and Summary Pages documents are subject to the Terms and Conditions of the complete Report.

- A. **No Third Party Reliance on This Report.** Only the transferor(s) and transferee(s), and their agents/brokers, if any, involved in the Transaction (collectively, the "Recipients") may use and rely on this Report and only after they have paid in full for the Report. While disclosures made on the Natural Hazard Disclosure Statement in the Report may indicate certain risks to the Property, the disclosures are only "...between the transferor, the transferor's agents, and the transferee, and shall not be used by any other party, including, but not limited to, insurance companies, lenders, or governmental agencies, for any purpose." Cal. Civil Code section 1103.2, subdivision (g).
- B. **Seller and Seller's Agent's Responsibility of Full Disclosure.** Recipients are obligated to make disclosures, and always disclose material facts, that are within their actual knowledge.
- C. **Scope of Report.** This Report is limited to determining whether the Property is in those specified natural hazard zones and property tax districts, and in proximity to those specified environmental sites (depending on the report product ordered), as defined in the Report. The Report is not a geologic report or a land survey and no site inspection has been made in producing the Report. JCP-LGS makes no determination, expresses no opinion or view, and assumes no responsibility in this Report concerning the right, entitlement, or ability to develop or improve the Property. JCP-LGS has no information concerning whether the Property can be developed or improved. No determination is made and no opinion is expressed, or intended, by this Report concerning structures or soils on or outside of the Property, including, without limitation, habitability of structures or the Property, suitability of the Property for construction or improvement, potential for soil settlement, drainage, soil subsidence, or other soil or site conditions. The Recipient(s) is advised to consult the local Planning Department to determine whether factors beyond the scope of this Report may limit the transferee(s) ability to use or improve the Property.

The Report is not a title report, and no determination is made and no opinion is expressed, or intended, by this Report as to title to the Property or liens against the Property, recorded or otherwise, or whether the Property is comprised of legal lots in conformance with the California Subdivision Map Act or local ordinances. The Report is not a property inspection report, and no determination is made and no opinion is expressed, or intended, by this Report concerning architectural, structural, mechanical, engineering, or legal matters, or the marketability or value of the Property. JCP-LGS has not conducted any testing or physical or visual examination or inspection of the Property, nor is this Report a substitute for any such testing, physical or visual examination, or inspection.
- D. **Tax and Environmental Disclosures (if included in Report).** No determination is made and no opinion is expressed, or intended, by the Report concerning the existence of property tax liabilities, or the existence of hazardous or toxic materials or substances, or any other defects, on, under, or in proximity to the Property, unless specifically described in the Report. JCP-LGS's total liability for any error or omission in its disclosures relating to taxes and/or environmental matters shall be limited to actual proven damages not to exceed the price paid for this Report.
- E. **JCP-LGS Database Updates.** Each database used in this Report is updated by the responsible agency at various intervals. Updates for a database are determined by the responsible agency and may be made at any time and without notice. JCP-LGS maintains an update schedule and makes reasonable efforts to use updated information. For these reasons, JCP-LGS reports information as of the date when the database was last updated by JCP-LGS. That date is specified as the "Database Date" for each database.
- F. **Statutory and Additional Disclosures, Advisories, and Local Addenda (if included in Report).** No determination is made and no opinion is expressed, or intended, by this Report concerning the need to purchase earthquake or flood insurance for the Property. In preparing the Report, JCP-LGS accurately reported on information contained in Government Records. JCP-LGS reviewed and relied upon those Government Records specifically identified and described in the Report. JCP-LGS has not reviewed or relied upon any Government Records that are not specifically identified in the Report. JCP-LGS also has not reviewed any plat maps, survey maps, surveyor maps, assessor maps, assessor parcel maps, developer maps, or engineering maps, whether or not such maps have been recorded. No determination is made and no opinion is expressed, or intended, by the Report concerning any matters identified in Government Records that were not reviewed by JCP-LGS. Local Addenda, where applicable, are included "AS IS" as an accommodation to the local real estate board that provided the content; JCP-LGS assumes no responsibility for the accuracy of any information included in the Local Addenda.
- G. **FEMA Flood Determination Certificate (if accompanying the Report).** No determination is made and no opinion is expressed, or intended, by the Report concerning the requirement for or cost of flood insurance on the Property. Recipient(s) understands that a lender may require flood insurance to secure its loan collateral independent of whether FEMA may require flood insurance under the National Flood Insurance Program on a federally backed mortgage. The FEMA Flood Determination Certificate ("Flood Certificate"), which may accompany the Report, is produced by a third-party expert certified by FEMA to provide Flood Certificates. JCP-LGS assumes no liability for errors in that third-party flood determination.



JCP-LGS Commercial Property Disclosure Reports Terms and Conditions

Property Address: 10 E ST
SANTA ROSA, SONOMA COUNTY, CA 95404
("Property")

APN: 009-063-029
Report Date: 09/22/2017
Report Number: 2172984

- H. **Changes to Government Record after Report Date.** This Report is issued as of the Report Date identified in the Report. JCP-LGS shall have no obligation to advise any Recipient of any information learned or obtained after the Report Date even if such information would modify or otherwise affect the Report. Subsequent to JCP-LGS acquisition of Government Records, changes may be made to said Government Records and JCP-LGS is not responsible for advising the Recipients of any changes. JCP-LGS will update this Report upon request and at no charge during the transaction process for which this Report was issued, but not to exceed one year from the date of the Report. Likewise, JCP-LGS is not liable for any impact on the Property that any change to the Government Records may have.
- I. **Government Record Sources.** JCP-LGS relies upon the Government Records specifically identified in the Report without conducting an independent investigation of their accuracy. JCP-LGS assumes no responsibility for the accuracy of the Government Records identified in the Report. JCP-LGS makes no warranty or representation of any kind, express or implied, with respect to the Report. JCP-LGS expressly disclaims and excludes any and all other express and implied warranties, including, without limitation, warranties of merchantability or fitness for a particular purpose. The JCP-LGS Report is "AS IS".
- J. **Limitation of JCP-LGS's Liability**
- JCP-LGS is not responsible for:
 - Any inaccuracies or incompleteness of the information in the Public Records.
 - Inaccurate address information provided for the Property.
 - Any other information not contained in the Public Records as of the Report Date.
 - Any information which would be disclosed by a physical inspection of the Property.
 - Any information known by one of the Parties.
 - The health or risk to humans or animals that may be associated with any of the disclosed hazards.
 - The costs of investigating or remediating any of the disclosed hazards.
 - JCP-LGS's total liability and responsibility to all Recipients collectively for any and all liabilities, causes of action, claim or claims, including but not limited to claims for breach of contract or negligence, shall be limited to the price paid for the Report. JCP-LGS expressly disclaims any liability for Recipients indirect, incidental and/or consequential damages, including without limitation lost profits even if such damages are foreseeable. In the event of any error, omission or inaccuracy in the JCP-LGS Report for which JCP-LGS is liable, JCP-LGS shall have no duty to defend or pay any attorneys' fees, costs or expenses incurred by the Recipients, or any of them. The Recipients, and each of them, expressly waive the benefits of California Civil Code Section 2778. JCP-LGS has not conducted an independent investigation of the accuracy of the information provided by the Recipient. JCP-LGS assumes no responsibility for the accuracy of information provided by the Recipient. JCP-LGS shall be subrogated to all rights of any claiming party against anyone including, but not limited to, another party who had actual knowledge of a matter and failed to disclose it to the Recipients in writing prior to the close of escrow.
- K. **Reporting of Risk Elements for Condominium Projects, Planned Unit Developments, and Other Properties with Common or Undivided Interests.** Because California's Residential Natural Hazard Disclosure Law requires disclosure if any portion of the Property is located within a specified natural hazard area/zone, the Report must indicate that the subject Property falls within the area/zone if any portion of such a condominium project, planned unit development, or common area is located within a specified hazard area/zone.
- L. **Governing Law.** The Report shall be governed by, and construed in accordance with, the laws of the State of California.
- M. **Small Claims or Arbitration.** This provision constitutes an agreement to arbitrate disputes on an individual basis. Any party may bring an individual action in small claims court instead of pursuing arbitration. All disputes and claims arising out of or relating to the Report must be resolved by binding arbitration. This Report to arbitrate includes, but is not limited to, all disputes and claims between JCP-LGS, transferor(s) and transferee(s) and claims that arose prior to purchase of the Report. This agreement to arbitrate applies to transferor(s) and transferee(s) successors in interest, assigns, heirs, spouses, and children. As noted above, a party may elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court.
- Any arbitration must take place on an individual basis, JCP-LGS, transferor(s) and transferee(s) agree that they are waiving any right to a jury trial and to bring or participate in a class, representative, or private attorney general action, and further agree that the arbitrator lacks the power to consider claims for injunctive or declaratory relief, or to grant relief effecting anyone other than the individual claimant.
- The arbitration is governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. Company will pay all AAA filing, administration and arbitrator fees for any arbitration it initiates and for any arbitration initiated by another party for which the value of the claims is \$75,000 or less, unless an arbitrator determines that the claims have been brought in bad faith or for an improper purpose, in which case the payment of AAA fees will be governed by the AAA Rules. **A COPY OF THESE RULES IS AVAILABLE FROM THE AAA'S WEB SITE AT WWW.ADR.ORG OR ON REQUEST FROM THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY FEDERAL, STATE, OR OTHER APPLICABLE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.**
- The arbitration will take place in the same county in which the property covered by the Report is located. The Federal Arbitration Act will govern the interpretation, applicability and enforcement of this arbitration agreement. This arbitration agreement will survive the termination of this Report.
- N. **Severability.** If any provision of the Terms and Conditions to this Report is determined to be invalid or unenforceable for any reason, then such provision shall be treated as severed from the remainder of the Terms and Conditions, and shall not affect the validity and enforceability of all of the other provisions of the Terms and Conditions.
- O. **Other Agreements.** This Report constitutes the entire, integrated agreement between JCP-LGS and Recipients, and supersedes and replaces all prior statements, representations, negotiations, and agreements.

END OF REPORT

EXHIBIT F
DISCLOSURE EXHIBIT

None.

EXHIBIT G
PRELIMINARY TITLE REPORT



PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent





ISSUING OFFICE: 11050 Olson Drive, Suite 200, Rancho Cordova, CA 95670

**Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference**

PRELIMINARY REPORT

Amendment -A

Title Officer: Cathy Clark
Email: Cathy.Clark@fnf.com
Title No.: FSNX-TO1700589S-CC

TO: Chicago Title Company - NBU 15604394
455 Market Street, Suite 2100
San Francisco, CA 94105
Attn: Tyson Miklebost

PROPERTY ADDRESS(ES): 10 E Street, Santa Rosa, CA

EFFECTIVE DATE: November 15, 2017 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

ALTA Owner's Policy 2006
ALTA Loan Policy 2006

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Pacific Gas & Electric Company, a California corporation successor by merger to, and who acquired title as, Great Western Power Company, a corporation

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 009-063-029-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ROSA, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lots one hundred and eleven (111), one hundred and twelve (112), one hundred and thirteen (113) and one hundred and fourteen (114) in Block twenty-four (24), as numbered and designated upon the map entitled "Santa Rosa, Sonoma County, Cal.", filed in the office of the County Recorder of the County of Sonoma on December 7, 1854, in Liber 1 of Maps, Page 1.

Said property fronts 160 feet on what is called First Street and 100 feet on the East side of "E" Street in said City of Santa Rosa.

Being the same lots and parcels of land conveyed by M. C. I. Davis to Guy W. Young, by deed dated April 10, 1906 and recorded in Liber 229 of Deeds, Page 197 of Sonoma County Records.

Excepting from said Lot 111 all that portion thereof conveyed to the City of Santa Rosa, a municipal corporation in that certain deed recorded January 28, 1965 in Book 2104, Page 860, of Official Records.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. **The property described herein appears to also be assessed by the State Board of Equalization (S.B.E. No. 135-49-32) and carried on the utility roll. No examination of said roll has been, or will be, made.**
2. **Prior to closing, Escrow must contact the SONOMA County Tax Collector's Office (707-565-2281) to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.**
3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
4. Water rights, claims or title to water, whether or not disclosed by the public records.
5. Matters contained in that certain document

Entitled: Covenant and Agreement to Restrict Use of Property Environmental Restriction
Executed by: Pacific Gas and Electric Company
Recording Date: May 12, 2017
Recording No.: Instrument No. 2017037340, of Official Records

Reference is hereby made to said document for full particulars.

6. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
7. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

8. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

EXCEPTIONS
(continued)

9. The Company will require an ALTA/NSPS LAND TITLE SURVEY. If the owner of the Land the subject of this transaction is in possession of a current ALTA/NSPS LAND TITLE SURVEY, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor and supplied to the Company prior to the close of escrow.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

10. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below.

Name of Corporation: **Pacific Gas & Electric Company, a California corporation**

- a. A Copy of the corporation By-laws and Articles of Incorporation.
- b. An original or certified copy of a resolution authorizing the transaction contemplated herein.
- c. If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. Recordation of a certified copy of the Articles or Certificate of Merger for:

Name of former corporation: **Great Western Power Company**

Name of present corporation: **Pacific Gas and Electric Company, a California corporation**

12. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies): **Pacific Gas & Electric Company, a California corporation**

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

13. The requirement that the complete and correct name(s) of the buyer(s) in this transaction be submitted to the Title Department **at least 15 days** prior to the close of Escrow.

14. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

15. Please call the Title Department five (5) days prior to the contemplated closing to determine if additional documents or information is required.

END OF EXCEPTIONS

NOTES

Note 1. Furnish recording instructions with the documents to be recorded in this transaction. Said instructions must address each requirement made herein, list any endorsements to be issued with the policy and specify the recording order of any documents furnished.

The Company reserves the right to add additional items or make further requirements after review of the requested instructions prior to recording the documents or issuing any requested endorsement.

The Company also reserves the right to charge any applicable additional fees for any endorsement requested.

Note 2. * * * IMPORTANT RECORDING NOTE * * *

Please send all original documents for recording to the following office:

Fidelity National Title Company
500 Bicentennial Way, #200
Santa Rosa, CA 95403
Attn: Jay Jordan
Telephone: (707) 544-1771

Please direct all other title communication and copies of documents, including recording release instructions, policy write up instructions, lenders instructions and settlement statements, to the Title Only Department at the following address:

Fidelity National Title Group
Sacramento Title Services
Title Only Department/ FLAGS
11050 Olson Drive, Suite 200
Rancho Cordova, California 95670
Telephone: (916) 853-7665

Note 3. Note: The City of Santa Rosa imposes a transfer tax of \$2.00 per thousand, based on the full value of the property at the time a deed or other transfer is recorded. This is in addition to the \$1.10 per thousand County transfer tax.

Note 4. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

Name(s) furnished: **Name(s) not yet provided.**

If these name(s) are incorrect, incomplete or misspelled, please notify the Company.

Note 5. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

NOTES
(continued)

Note 6. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax ID No.:	009-063-029-000
Fiscal Year:	2017-2018
1st Installment:	\$0.00
2nd Installment:	\$0.00
Exemption:	\$0.00
Land:	\$0.00
Improvements:	\$0.00
Personal Property:	\$0.00
Code Area:	004-297

Note 7. Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.

Note 8. Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

Note 9. If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Note 10. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

END OF NOTES

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

Effective: May 1, 2015; Last Updated: March 1, 2017

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p><u>Types of Information Collected.</u> You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p><u>How Information is Collected.</u> We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p><u>Use of Collected Information.</u> We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p><u>When Information Is Disclosed.</u> We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p><u>Choices With Your Information.</u> Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p><u>Information From Children.</u> We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p>
<p><u>Privacy Outside the Website.</u> We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>	<p><u>International Users.</u> By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><u>The California Online Privacy Protection Act.</u> Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	
<p><u>Your Consent To This Privacy Notice.</u> By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><u>Access and Correction; Contact Us.</u> If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective: May 1, 2015; Last Updated: March 1, 2017

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- **Cookies.** When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information: Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

**ATTACHMENT ONE
(CONTINUED)**

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]
7. [Variable exceptions such as taxes, easements, CC&R's, etc., shown here.]

ATTACHMENT ONE (CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC – Chicago Title Company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC, FNTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

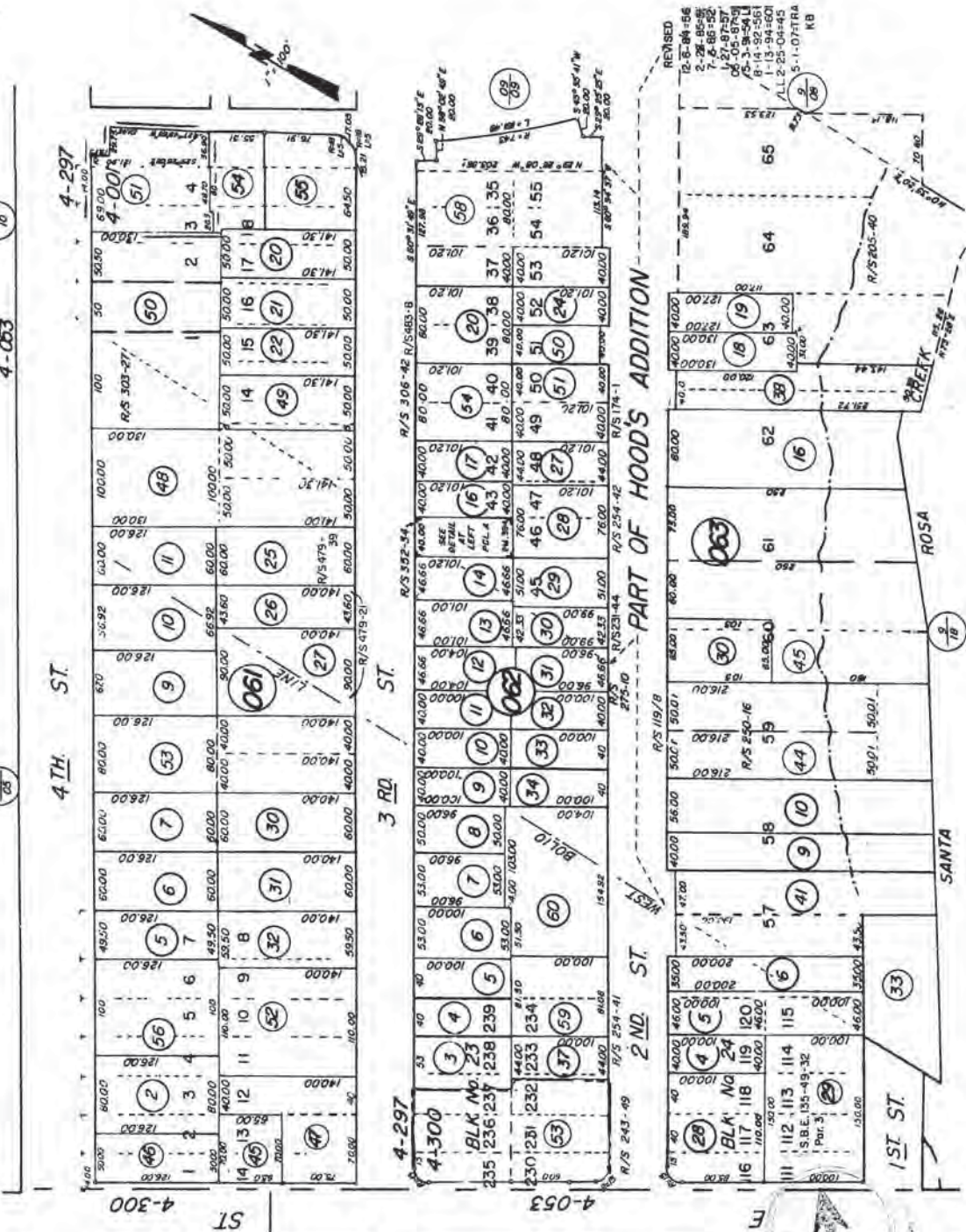
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

TAX RATE AREA
4-001 4-297
4-300
4-063

COUNTY ASSESSOR'S PARCEL MAP

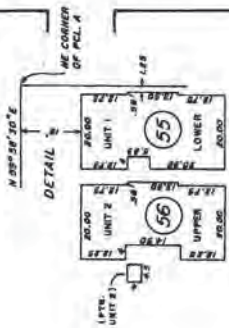
2/10

2/08



MARION J. ADDITION

PCL MAP 394
8x358 PG. 42-44
REV. 7/15/84



PART OF ORIGINAL TOWN

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREON.

EXHIBIT H
RESTRICTIVE COVENANT

**RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:**

Pacific Gas and Electric Company
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177



2017037340

Official Records Of Sonoma County
William F. Rousseau
05/12/2017 08:35 AM
SPL

DCLRE 8 Pgs
Fee: \$35.00



Space Above for Recorder's Use

**COVENANT AND AGREEMENT TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTION**

(Re: 10 E Street, Santa Rosa, Sonoma County, California; APN 009-063-029)

This Covenant ("Covenant") is made by Pacific Gas and Electric Company ("PG&E," or the "Covenantor"). The property, which is situated in the City of Santa Rosa and the County of Sonoma, State of California and described in **Exhibits A and B** attached hereto and incorporated herein by this reference (the "Property"), is owned by the Covenantor. The Covenantor is authorized to enter into this Covenant, which is entered into for the benefit of PG&E as covenantee.

Pursuant to Civil Code Section 1471 this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials, as defined in Section 25260 of the Health and Safety Code. Pursuant to Civil Code Section 1471, use of the Property shall be restricted as set forth in this Covenant.

ARTICLE I

STATEMENT OF FACTS

1.01 Property Description. The Property, totaling approximately 0.344 acres, is depicted in **Exhibit A** and described in **Exhibit B**.

1.02 Soil Conditions. PG&E discovered soil contaminants at the Property including arsenic, lead, xylenes, and polychlorinated biphenyls (PCBs). Contaminated soil was excavated

and properly disposed of off-site, and the excavations were backfilled with clean material. Post-excavation soil samples showed remaining levels of lead, xylenes and PCBs were all below Tier 1 Environmental Screening Levels (ESLs) set by the San Francisco Bay Regional Water Quality Control Board. Remaining average concentrations of arsenic, lead and other metals were found to be consistent with background levels, with some individual samples exceeding typical background.

1.03 Past Industrial Use and Present and Future Land Use Restriction. Prior to the cleanup described above, the Property was used as an electrical substation for many decades. Because post-cleanup sampling indicated certain metals remained at levels above background and one also above an ESL, PG&E is by this Covenant restricting certain future land uses as an additional protective measure. These restrictions may be revised pursuant to Article VI below.

ARTICLE II

DEFINITIONS

2.01 Owner. "Owner" means Pacific Gas and Electric Company, its successors in interest, including heirs and assigns, who at any time hold title to or an ownership interest in all or any portion of the Property, during the time of such ownership.

2.02 Occupant. "Occupant" means Owner and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

ARTICLE III

GENERAL PROVISIONS

3.01 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively, "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to Civil Code Section 1471; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by PG&E; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding upon Owners/Occupants. This Covenant binds all Owners/Occupants of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the Owners/Occupants, heirs, successors, and assignees. Pursuant to Civil Code Section 1471(b), all successive Owners/Occupants of the Property are expressly bound hereby for the benefit of PG&E.

3.03 Written Notification of Hazardous Material Release. Written notice of the existence of this Covenant shall be given to the buyer, lessee, or sublessee of the Property prior to the sale, lease or sublease of the Property.

3.04 Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and lease for any portion of the Property.

3.05 Conveyance of Property. The Covenantor and thereafter Owner shall, no later than thirty (30) days after any conveyance, provide written notice to PG&E of any change in ownership of the Property (excluding leases, and mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN) noted on page one and, if the APN has changed, the APN assigned at the time of transfer. If the new Owner's Property has been assigned a different APN, each such APN that covers the Property must be provided.

ARTICLE IV

RESTRICTIONS

4.01 Restrictions. The Property may not be put to any of the following uses by Owners/Occupants:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under 18 years of age.
- (d) A day care center for children.

ARTICLE V
ENFORCEMENT

5.01 Indemnification. The Owner and Occupant shall indemnify PG&E against any and all claims and any and all costs incurred (including, without limitation, costs of removing improvements) arising out of or relating to any failure by the Owner or Occupant to comply with any provision of this Covenant.

5.02 Injunctive Relief. In the event the Owner or Occupant fails to comply with any provision of this Covenant, PG&E shall be entitled to obtain injunctive relief from a court of competent jurisdiction compelling the Owner or Occupant to comply and to cure any non-compliance. For example, PG&E shall be entitled to an injunction (a) compelling the Owner or Occupant to remove any improvements constructed or placed upon any portion of the Property in violation of this Covenant or (b) authorizing PG&E to cure by removing such improvements and recovering related costs from the Owner or Occupant or both.

ARTICLE VI
VARIANCE, TERMINATION, AND TERM

6.01 Variance. The Owner, or any other aggrieved person, may apply to PG&E for a written variance from the provisions of this Covenant. PG&E may grant or deny the application in PG&E's sole, complete, and unfettered discretion. As an example of how PG&E may exercise this discretion, PG&E may condition its grant of the application on the applicant's providing (a) written approval by an appropriate environmental regulatory agency (such as, for example, the California Environmental Protection Agency's Department of Toxic Substances Control ["DTSC"]) of a human health risk assessment in support of the application, and (b) applicant's written agreement to release and indemnify PG&E from and against any and all claims arising out of or relating to the granting of the application.

6.02 Termination or Modification. The Owner, or any other aggrieved person, may apply to PG&E for a termination or modification of one or more terms of this Covenant as they apply to all or any portion of the Property. PG&E may grant or deny the application in PG&E's sole, complete, and unfettered discretion. As an example of how PG&E may exercise this discretion, PG&E may condition its grant of the application on the applicant's providing (a) written approval by an appropriate environmental regulatory agency (such as, for example,

DTSC) of a human health risk assessment in support of the application, and (b) applicant's written agreement to release and indemnify PG&E from and against any and all claims arising out of or relating to the granting of the application.

6.03 Term. This Covenant shall continue in effect in perpetuity unless ended in accordance with the Termination paragraph above.

ARTICLE VII

MISCELLANEOUS

7.01 No Dedication or Taking. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever. Further, nothing set forth in this Covenant shall be construed to affect a taking under state or federal law.

7.02 Notices. Whenever any person gives or serves any notice ("notice" as used here includes any demand or other communication with respect to this Covenant), each such notice shall be in writing and shall be deemed effective: when delivered, if personally delivered to the person being served or three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To PG&E: Pacific Gas and Electric Company
3401 Crow Canyon Road
San Ramon, California 94583
Attn: Director, Environmental Remediation

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

7.03 Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included.

7.04 Exhibits. All exhibits referenced in this Covenant are deemed incorporated into this Covenant by reference.

7.05 Statutory References. All statutory references include successor provisions.

Covenantor: Pacific Gas and Electric Company

By: David Harnish
Name/Title: David Harnish/Manager, Land Department

May 2, 2017

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco

On May 2, 2017 before me,

Molly Zimney, notary public
(space above this line is for name and title of the officer/notary),

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

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

WITNESS my hand and official seal,

Molly Zimney (seal)
Signature of Notary Public



Exhibit A

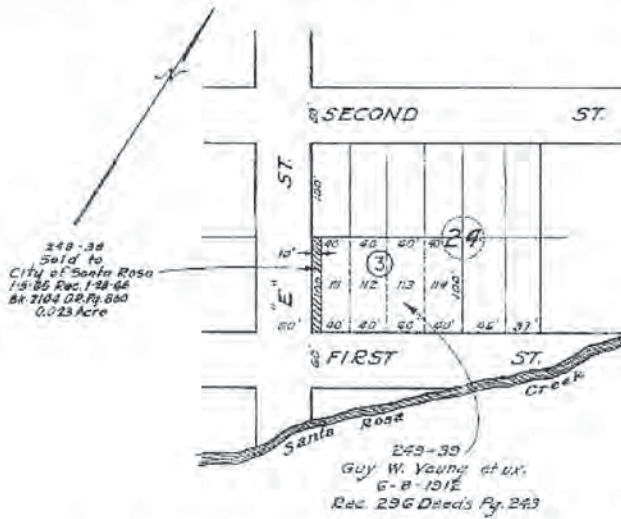
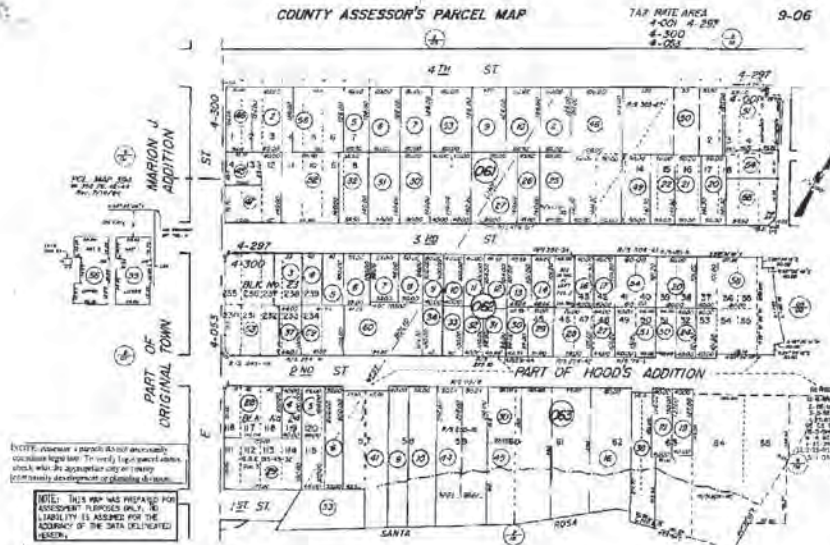


Exhibit B

Legal Description

(APN 009-063-029)

The parcel of land conveyed by Guy W. Young and Effie H. Young to Great Western Power Company, predecessor in interest of Pacific Gas and Electric Company, dated June 8, 1912 and recorded in Book 296 of Deeds at page 243, Sonoma County Records, and therein described as follows:

“Lots one hundred and eleven (111), one hundred and twelve (112), one hundred and thirteen (113) and one hundred and fourteen (114) in Block twenty-four (24) as numbered and designated upon the map entitled “Santa Rosa, Sonoma County, Cal.”, filed in the office of the County Recorder of the County of Sonoma on December 7, 1854, in Liber 1 of maps, page 1, said property fronts 160 feet on what is called First Street, and 100 feet on the East side of “E” street in said City of Santa Rosa.

Being the same lots and parcels of land conveyed by M. C. I. Davis to Guy W. Young, by deed dated April 10, 1906, and recorded in Liber 229 of deeds, page 197 of Sonoma County Records.”

EXCEPTING THEREFROM the parcel of land described in the deed from Pacific Gas and Electric Company to City of Santa Rosa dated January 5, 1965 and recorded in Book 2104 of Official Records at page 860, Sonoma County Records.

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Amendment") is made by and between **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("Seller"), and **HUGH FUTRELL CORPORATION**, a California corporation ("Buyer").

RECITALS:

A. Seller and Buyer entered into that certain Purchase and Sale Agreement dated for reference purposes only November 17, 2017 ("Agreement") relating to the sale of that certain parcel of unimproved real property located in the City of Santa Rosa, County of Sonoma and State of California, identified by the County Assessor as Assessor's Parcel No. 009-063-029, the State Board of Equalization as SBE No. 135-49-032-3.

B. Seller and Buyer desire to enter into this Amendment to amend the reference to the Effective Date of the Agreement, as provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. The second full sentence of the Agreement, appearing above the heading Recitals, is hereby replaced in its entirety to read as follows:

Unless otherwise specifically provided herein, all provisions of this Agreement shall be effective as of December 18, 2017 ("Effective Date").

2. Except as so amended, all of the terms and conditions of the Agreement remain in full force and effect.

Buyer: **Hugh Futrell Corporation**

By: _____

Print Name: Hugh Futrell

Date: 12-18-17

Seller: **PACIFIC GAS AND ELECTRIC COMPANY**

By: _____

Print Name: David Garish

Date: 12-18-17

Attachment 3

Table showing sales price, expenses, and tax effects

PACIFIC GAS AND ELECTRIC COMPANY
Santa Rosa Land Sale

(DOLLARS)

1 SALES PROCEEDS

Sales Price	B 400,000
Less: Transaction Costs ^{Note1}	<u>0</u>
Net Sale Proceeds	<u><u>400,000</u></u>

2 ALLOCATION OF SALES PROCEEDS BASED ON THE HISTORICAL COST OF PROPERTY

	Historical Cost	Proportional %	Valuation Method
Non-Depreciable Property (Land)	C 5,329	100.00%	
Depreciable Property	0	0.00%	
	<u>5,329</u>	<u>100.00%</u>	

3 GROSS GAIN/(LOSS) ON SALE

	Historical Cost	Net Book Value	Sales Proceeds	Pre-Tax Gain/(Loss)
Non-Depreciable Property (Land)	C 5,329	5,329	400,000	394,671
Depreciable Property	0	0	0	0
	<u>5,329</u>	<u>5,329</u>	<u>400,000</u>	<u>394,671</u>

4 GAIN/(LOSS) ALLOCATION

	Operating System	Other Depreciable Assets	Land (Non-Depreciable)
Ratepayers	0%	0%	67%
Shareholder	100%	100%	33%
	<u>100%</u>	<u>100%</u>	<u>100%</u>

5 TAXES ON PROPERTY	Net	Sales	Before Tax	
	Tax Value	Proceeds	Gain/ (Loss)	
Non-Depreciable Property (Land)			0	
Depreciable Property	5,329	400,000	394,671	
Totals	<u>5,329</u>	<u>400,000</u>		
Taxable Gain/(Loss)			394,671	a
Distribution to Ratepayer (Tax Deduction to PG&E)			(234,376)	b
Net Taxable Gain/(Loss)			160,296	c=a-b
Tax Rate			27.984%	d
Net Federal and State Income Tax			44,857	e=c*d
Net After Tax Gain/(Loss)			<u>349,814</u>	f=a-e
Ratepayers Allocation		67%	234,376	g=f*67%
Shareholder Allocation		33%	115,439	h=f*33%
Taxing Jurisdiction Allocation			44,857	i=e
Total Gain/(Loss) Allocation			<u>394,671</u>	j=g+h+i

6 RATE BASE CHANGES

Beginning Rate Base	-
Reduction to Gross Plant	-
Reduction to Depreciation Reserve (depreciation reserve is reduced by the historical cost of depreciable property)	0
Property Sale Proceeds credited to Depreciation Reserve (Sales proceeds benefit to customers)	0
Reduction to Rate Base	<u>0</u>

Note1: Transaction costs estimated based on known information and will be updated with actual costs upon closing of the sale.

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

AT&T	Downey & Brand	Pacific Gas and Electric Company
Albion Power Company	Ellison Schneider & Harris LLP	Praxair
Alcantar & Kahl LLP	Energy Management Service	Regulatory & Cogeneration Service, Inc.
Anderson & Poole	Evaluation + Strategy for Social Innovation	SCD Energy Solutions
Atlas ReFuel	G. A. Krause & Assoc.	SCE
BART	GenOn Energy, Inc.	SDG&E and SoCalGas
Barkovich & Yap, Inc.	Goodin, MacBride, Squeri, Schlotz & Ritchie	SPURR
Braun Blaising Smith Wynne P.C.	Green Charge Networks	San Francisco Water Power and Sewer
CalCom Solar	Green Power Institute	Seattle City Light
California Cotton Ginners & Growers Assn	Hanna & Morton	Sempra Utilities
California Energy Commission	ICF	Southern California Edison Company
California Public Utilities Commission	International Power Technology	Southern California Gas Company
California State Association of Counties	Intestate Gas Services, Inc.	Spark Energy
Calpine	Kelly Group	Sun Light & Power
Casner, Steve	Ken Bohn Consulting	Sunshine Design
Cenergy Power	Leviton Manufacturing Co., Inc.	Tecogen, Inc.
Center for Biological Diversity	Linde	TerraVerde Renewable Partners
City of Palo Alto	Los Angeles County Integrated Waste Management Task Force	Tiger Natural Gas, Inc.
City of San Jose	Los Angeles Dept of Water & Power	TransCanada
Clean Power Research	MRW & Associates	Troutman Sanders LLP
Coast Economic Consulting	Manatt Phelps Phillips	Utility Cost Management
Commercial Energy	Marin Energy Authority	Utility Power Solutions
County of Tehama - Department of Public Works	McKenna Long & Aldridge LLP	Utility Specialists
Crossborder Energy	McKenzie & Associates	Verizon
Crown Road Energy, LLC	Modesto Irrigation District	Water and Energy Consulting
Davis Wright Tremaine LLP	Morgan Stanley	Wellhead Electric Company
Day Carter Murphy	NLine Energy, Inc.	Western Manufactured Housing Communities Association (WMA)
Dept of General Services	NRG Solar	Yep Energy
Don Pickett & Associates, Inc.	Office of Ratepayer Advocates	
Douglass & Liddell	OnGrid Solar	