



March 7, 2023

**Advice 6878-E**

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Bear River Land Retained - Request for Approval under Decision (D.) 08-11-043, D.03-12-035, D.10-08-004 and Public Utilities Code Section 851**

**Purpose**

Pursuant to the streamlined procedures adopted by the California Public Utilities Commission (Commission or CPUC) in Decision D.08-11-043 (as modified by D.10-08-004), Pacific Gas and Electric Company ("PG&E") requests a disposition letter approving PG&E's encumbrance with a perpetual Conservation Easement to approximately 2,457 acres of land in Placer and Nevada Counties, commonly known as Bear River ("Property"). The Placer Land Trust ("PLT"), a California public benefit corporation, will hold the Conservation Easement. PG&E will retain fee title to the Property and the Conservation Easement will be granted subject to certain reserved rights in favor of PG&E for the continued operation of hydroelectric and water delivery facilities. The perpetual encumbrance of the Property is being made in the public interest and will protect and preserve the Beneficial Public Values ("BPVs") on the Property, including the habitat of fish, wildlife and plants, forest resources on the Property, the scenic viewshed of the Property, outdoor recreation and identified historic and cultural values by restricting any use of the Property that would significantly impair or interfere with the protection of these values. This transaction is in accordance with the terms and conditions specified in the Settlement Agreement and Stipulation that were approved by the Commission in D.03-12-035 ("Stipulation").

**Background**

Pursuant to the Stipulation, the Pacific Forest and Watershed Lands Stewardship Council ("Stewardship Council") was established in 2004 to develop a plan to permanently protect, for the benefit of the citizens of California, more than 140,000 acres of watershed lands ("Watershed Lands") owned by PG&E. This effort is known as PG&E's Land Conservation Commitment ("LCC"). PG&E is fulfilling its commitment through fee donation of certain Watershed Lands and/or the conveyance of Conservation Easements, (or satisfactory assurance in another

form) that each parcel will be managed consistent with the purpose of the LCC. PG&E will not make fee simple donations of lands that contain hydroelectric project features, hydroelectric projects licensed by the Federal Energy Regulatory Commission (“FERC”), or properties whose ownership is otherwise required for utility operations. The Stipulation also includes provisions to ensure the rights necessary to operate and maintain current and future hydroelectric and associated water delivery facilities are reserved, and the existing agreements for economic uses will be honored.

A detailed description of this proposed donation, which addresses the requirements set forth in Section 12(a) of the Stipulation, is provided in the attached Land Conservation and Conveyance Plan (Attachment A) prepared by the Stewardship Council and approved by their Board of Directors. Land Conservation and Conveyance Plans will be issued serially for all Watershed Lands and together will comprise the Land Conservation Plan Volume III.

### **Property Specific Considerations**

In accordance with the streamlined procedure adopted by the Commission in D.08-11-043 (as modified by Decision 10-08-004), PG&E provides the following information as required by Ordering Paragraph 2:

#### **(1) Identity of the Conservation Property**

The Property comprises approximately 2,457 acres of land, identified as Parcels 828, 834, 845-851, 853-857, 865-866 and 870 on the map included in Attachment A, pages 3-5, and are located in Placer and Nevada Counties. The Property is surrounded by National Forest System lands managed by the Tahoe National Forest, other planning unit parcels and private property.

#### **(2) Type of Property Interest Disposition**

Per Stewardship Council recommendation, PG&E will convey a Conservation Easement (Attachment B) to PLT to permanently protect the BPVs on the Property. PG&E will not receive nor claim any monetary proceeds or tax benefits from this transfer (Attachment C).

The value of this transaction is equal to the difference between the fair market value of the property unrestricted by the Conservation Easement and the fair market value of the property immediately after the imposition of the Conservation Easement (i.e., the diminution in taxable value that occurs as a result of the encumbrance of a property by a Conservation Easement).

Article XIII, Section 19 of the State Constitution grants the State Board of Equalization (SBE) the authority to annually assess properties owned or used by electric or gas utility companies for the purposes of taxation. The SBE’s

Statement of No Tax Benefit (Attachment C) states no changes will be made to the methodology used for assessing property value and that no change in the assessed value is anticipated following the transfer of the Conservation Easement. For this reason, the transaction value related to the conveyance of the Conservation Easement to PLT is deemed to be zero dollars (\$0).

A. Property Encumbrances and Uses

There are recorded encumbrances on the Property to be retained by PG&E for a ditch or canal, State highway, water treatment plant, telephone pole lines, communication facilities, roads, tunnel, right to flood and canal use. There are unrecorded encumbrances on the Property for road maintenance agreement, ground lease, and a master special use agreement. There are unrecorded encumbrances and existing agreements for economic use on the Property for a Christmas tree farm and telecommunication facilities.

The Stipulation includes provisions to ensure the rights necessary to operate and maintain current and future hydroelectric and associated water delivery facilities are reserved, and any existing agreements for economic uses will be honored. Compliance with these requirements is reflected in the Conservation Easement (Attachment B, pages 3, 6, 11, 12 and Exhibit H).

B. Public Access

The public may access the Property via Culberson Road and Drum Forebay Road.

Consistent with the requirements of its FERC license, PG&E provides formal recreational facilities on the Property. Those facilities include day use and fishing access at the Alta and Drum forebays. Public access to the Property will not be changed as a result of the donation of the Conservation Easement. Sections 9.2 and 9.3 of the Conservation Easement recognize that informal public uses may occur on the Property, and that public access is or may be inherent in the enjoyment of the informal uses and existing BPVs, and that existing public access will be allowed to continue subject to PG&E's ability to impose reasonable rules and regulations.

C. PG&E's Assumption of Liability

Section 12(f) of the Stipulation requires that PG&E hold the donee and/or conservation organization harmless for hazardous waste or substance liability. Fulfillment of this requirement is reflected in the Conservation Easement (see page 24 of Attachment B).

A partial environmental assessment of the Property, consisting of interviews, a review of historical aerial photos and a review of historical and regulatory

documents was performed in 2011 to identify potential environmental issues. No significant issues were identified during the assessment.

**(3) Legal Name and Location of Receiving Parties**

Placer Land Trust  
922 Lincoln Way, Suite 200  
Auburn, CA 95603  
Attn: Executive Director

**(4) Proposed Uses and Conservation Management Objectives:**

As set forth in the Stipulation, the cornerstone of the Land Conservation Commitment is its requirement that the Watershed Lands be preserved and enhanced for the following broad range of BPVs, which are as follows:

- Protection of the Natural Habitat of Fish, Wildlife, and Plants
- Sustainable Forestry
- Outdoor Recreation by the General Public
- Preservation of Open Space
- Historic and Cultural Values
- Agricultural Uses

The Conservation Easement for the Property ensures permanent protection of those BPVs listed in the Stipulation that are present on the Property. Exhibit D of the Conservation Easement (Attachment B) provides that the following BPVs are protected on this Property. These are:

A. Protection of the Natural Habitat of Fish, Wildlife, and Plants

Habitat for fish, wildlife, and plants that are native to the area, including species protected under the California Endangered Species Act and/or the federal Endangered Species Act. The term “habitat” includes vegetation along banks and shorelines that contribute to maintaining watershed health. The term “native” refers to plants and animals that occur naturally on the Property, and are defined as “native” by the California Department of Fish & Wildlife and its successors.

B. Sustainable Forestry

Forest resources on the Property. Forest resources consist of Sierran-mixed conifer and hardwood forests.

C. Preservation of Open Space

The scenic view shed of the Property in keeping with the surrounding environment, providing a contiguous forested landscape visible to passersby on the nearby roads.

D. Preservation of Historic and Cultural Values

Identified historical and cultural values, to the extent they are protected by state and federal law.

E. Outdoor Recreation by the General Public

Outdoor recreation such as swimming, hiking, fishing, and sightseeing.

Stipulation BPVs listed below are not present on this Property and thus are not included in this conservation easement.

F. Agricultural Uses

**(5) Environmental Information**

The proposed conveyance of a Conservation Easement constitutes no proposed changes to land use; thus, no direct or indirect environmental impacts will occur as a result. Therefore, the transaction does not constitute a “project” under the California Environmental Quality Act (CEQA). Accordingly, as stated in D.99-12-030 (pages 7 and 9), this advice letter process is not subject to review under CEQA.

**Tribal Lands Policy**

The Tribal Lands Policy does not apply to this transaction because the guidelines contained in Resolution E-5076 clarify that the policy only applies to fee transactions (Resolution, p. 59, ¶ 12-13.). On a going forward basis, the land subject to this Advice Letter will be subject to the Tribal Lands Policy for future transactions, if any (Resolution, p. 59, ¶ 16.).

**Native American Engagement**

Consistent with existing practice for LCC transactions, PG&E is serving this Advice Letter to the Tribes and Native American entities affected by the proposed transaction as identified by the Stewardship Council’s outreach process. The Stewardship Council’s outreach process includes noticing to those tribal contacts as identified through CAL FIRE’s Native American Contact List, which the Native

American Heritage Commission assisted in creating and provides ongoing updates and issue resolution assistance.<sup>1</sup>

### **PG&E's Review & Finding**

PG&E has reviewed the transaction and documents herein, and has determined that the proposed transaction is compliant with requirements of the Stipulation. Additionally, this transaction will not have an adverse effect on the public interest or on the ability of the utility to provide safe and reliable service to customers at reasonable rates.

### **Protests**

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than March 27, 2023, which is 20 days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division  
ED Tariff Unit  
E-mail: [EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

The protest shall also be electronically sent to PG&E via E-mail at the address shown below on the same date it is electronically delivered to the Commission:

Sidney Bob Dietz II  
Director, Regulatory Relations  
c/o Megan Lawson  
E-mail: [PGETariffs@pge.com](mailto: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 and 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. See also Decision 08-11-043, as modified by Decision 10-08-004).

### **Effective Date**

Pursuant to the review process outlined in D.08-11-043 (as modified by D.10-08-004), PG&E requests that this **Category 1** advice filing become effective as soon as possible.

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<sup>1</sup> <https://www.fire.ca.gov/programs/resource-management/resource-protection-improvement/environmental-protection-program/cultural-resources-management-program/>

**Notice**

In accordance with General Order 96-B, Section IV, and D.08-11-043 (as modified by Decision 10-08-004), a copy of this advice letter is being sent electronically to parties shown on the attached list, Service List A.08-04-020 and I.02-04-026, Appendix A and additional parties identified by the Stewardship Council. Address changes to the General Order 96-B service list should be directed to e-mail 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 submittals can also be accessed electronically at: <http://www.pge.com/tariffs>.

          /S/          

Sidney Bob Dietz II  
Director, Regulatory Relations

**Attachments:**

- A Land Conservation and Conveyance Plan
- B Deed of Conservation Easement and Agreement
- C State Board of Equalization Statement of No Tax Benefit

Note: The Transaction Agreement between PG&E and Placer Land Trust is available upon request.

cc: Service List Appendix A - Advice Letter 6878-E  
Erin Healy, Stewardship Council  
Service List A.08-04-020, I.02-04-026  
Additional Parties Identified by the Stewardship Council

\*\*\*\*\* **SERVICE LIST Advice 6878-E** \*\*\*\*\*  
**Appendix A**

\*\*\*\*\* **AGENCIES** \*\*\*\*\*

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  
rmp@cpuc.ca.gov

Michael Rosauer  
Energy Division  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 703-2579  
fly@cpuc.ca.gov

Placer Land Trust  
922 Lincoln Way, Suite 200  
Auburn, CA 95603  
Attn: Executive Director

Stewardship Council  
Attention: Executive Director  
8863 Greenback Lane #326  
Orangevale, CA 95662  
Telephone: (916) 297-6660



# ADVICE LETTER SUMMARY

## ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Pacific Gas and Electric Company (U 39 E)

Utility type:

- ELC       GAS       WATER  
 PLC       HEAT

Contact Person: Stuart Rubio

Phone #: (951)965-8905

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: stuart.rubio@pge.com

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 6878-E

Tier Designation: 1

Subject of AL: Bear River Land Retained - Request for Approval under Decision (D.) 08-11-043, D.03-12-035, D.10-08-004 and Public Utilities Code Section 851

Keywords (choose from CPUC listing): Compliance

AL Type:  Monthly  Quarterly  Annual  One-Time  Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: D.08-11-043, D.03-12-035, D.10-08-004

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: N/A

Confidential treatment requested?  Yes  No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required?  Yes  No

Requested effective date:

No. of tariff sheets: 0

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

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

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

Tariff schedules affected: N/A

Service affected and changes proposed<sup>1</sup>: N/A

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

<sup>1</sup>Discuss in AL if more space is needed.

**Protests and correspondence regarding this AL are to be sent via email and are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:**

California Public Utilities Commission  
Energy Division Tariff Unit Email:  
[EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

Contact Name: Sidnev Bob Dietz II. c/o Megan Lawson  
Title: Director, Regulatory Relations  
Utility/Entity Name: Pacific Gas and Electric Company  
  
Telephone (xxx) xxx-xxxx: (415)973-2093  
Facsimile (xxx) xxx-xxxx:  
Email: PGETariffs@pge.com

Contact Name:  
Title:  
Utility/Entity Name:  
  
Telephone (xxx) xxx-xxxx:  
Facsimile (xxx) xxx-xxxx:  
Email:

CPUC  
Energy Division Tariff Unit  
505 Van Ness Avenue  
San Francisco, CA 94102

Clear Form

# **Attachment A**

Land Conservation and Conveyance Plan

# Final LCCP

September 23, 2020

Updated February 16, 2022



Stewardship  
Council

## Land Conservation and Conveyance Plan

PG&E Retained (PLT) Lands at the  
Bear River Planning Unit

## **Executive Summary**

### **Subject**

LCCP Bear River Planning Unit (Retained Lands/Placer Land Trust)  
Land Conservation Plan Identification Numbers (Parcels) 828, 834, 845-851, 853-857, 865, 866 and 870 as shown on the map attached as Exhibit 1.

### **Type of Property Interest Disposition**

- PG&E to retain fee simple title to approximately 2,457 acres within Parcels 828, 834, 845-851, 853-857, 865, 866 and 870 of the Bear River planning unit.
- Placer Land Trust (PLT) to hold the conservation easement on the 2,457 acres of Parcels 828, 834, 845-851, 853-857, 865, 866 and 870.

### **Summary**

The 6,763-acre Bear River planning unit includes 44 legal parcels. Approximately 2,457 acres of the planning unit within Parcels 828, 834, 845-851, 853-857, 865, 866 and 870 are the subject of this LCCP of lands that will be retained by PG&E. Pending California Public Utilities Commission (CPUC) and Federal Energy Regulatory Commission (FERC) approval, PG&E and PLT will enter into a conservation easement that will encumber the 2,457 acres within Parcels 828, 834, 845-851, 853-857, 865, 866 and 870. Most of the remaining 4,438 acres will be donated to California Department of Forestry and Fire Protection (CAL FIRE) or retained by PG&E, and are addressed in separate Land Conservation and Conveyance Plans (LCCPs).

### **Property Location**

The property subject to this LCCP consists of approximately 2,457 acres in Placer and Nevada counties along the Bear River and Drum-Spaulding hydroelectric project.

### **Economic Uses and Agreements**

There are recorded encumbrances on the 2,457 acres to be retained by PG&E in the Bear River planning unit for a ditch or canal, roads and highways, underground communication lines and communication pole lines, a tunnel, a water treatment plant, mineral rights, and to flood a portion of land. There are unrecorded encumbrances and existing agreements for economic uses for a Christmas tree farm and telecommunications on the 2,457 acres to be retained by PG&E in Parcels 828, 834, 845-851, 853-857, 865, 866 and 870 of the Bear River planning unit.

### **Preserving and/or Enhancing the Beneficial Public Values**

The conservation easement for Parcels 828, 834, 845-851, 853-857, 865, 866 and 870 within the Bear River planning unit lists the following Beneficial Public Values (BPVs) that are to be protected:

- Habitat for fish, wildlife and plants that are native to the area, including species protected under the California Endangered Species Act and/or the federal

Endangered Species Act. The term “habitat” includes vegetation along banks and shorelines that contribute to maintaining watershed health. The term “native” refers to plants and animals that occur naturally on the Property, and are defined as “native” by the California Department of Fish & Wildlife and its successors.

- Forest resources on the Property. Forest resources consist of Sierran mixed-conifer and hardwood forests.
- The scenic view shed of the Property in keeping with the surrounding environment, providing a contiguous forested landscape visible to passersby on the nearby roads.
- Outdoor recreation such as swimming, hiking, fishing and sightseeing.
- Identified historical and cultural values, to the extent they are protected by state and federal law.

### **Tax Neutrality**

PG&E will continue to own and pay property taxes on the property.

### **Hazardous Waste Disclosure**

PG&E confirmed it has provided the Bear River Environmental Site Assessment Report dated April 29, 2011, to PLT fulfilling the disclosure requirements of the Land Conservation Commitment.

### **Consideration of Parcel Split**

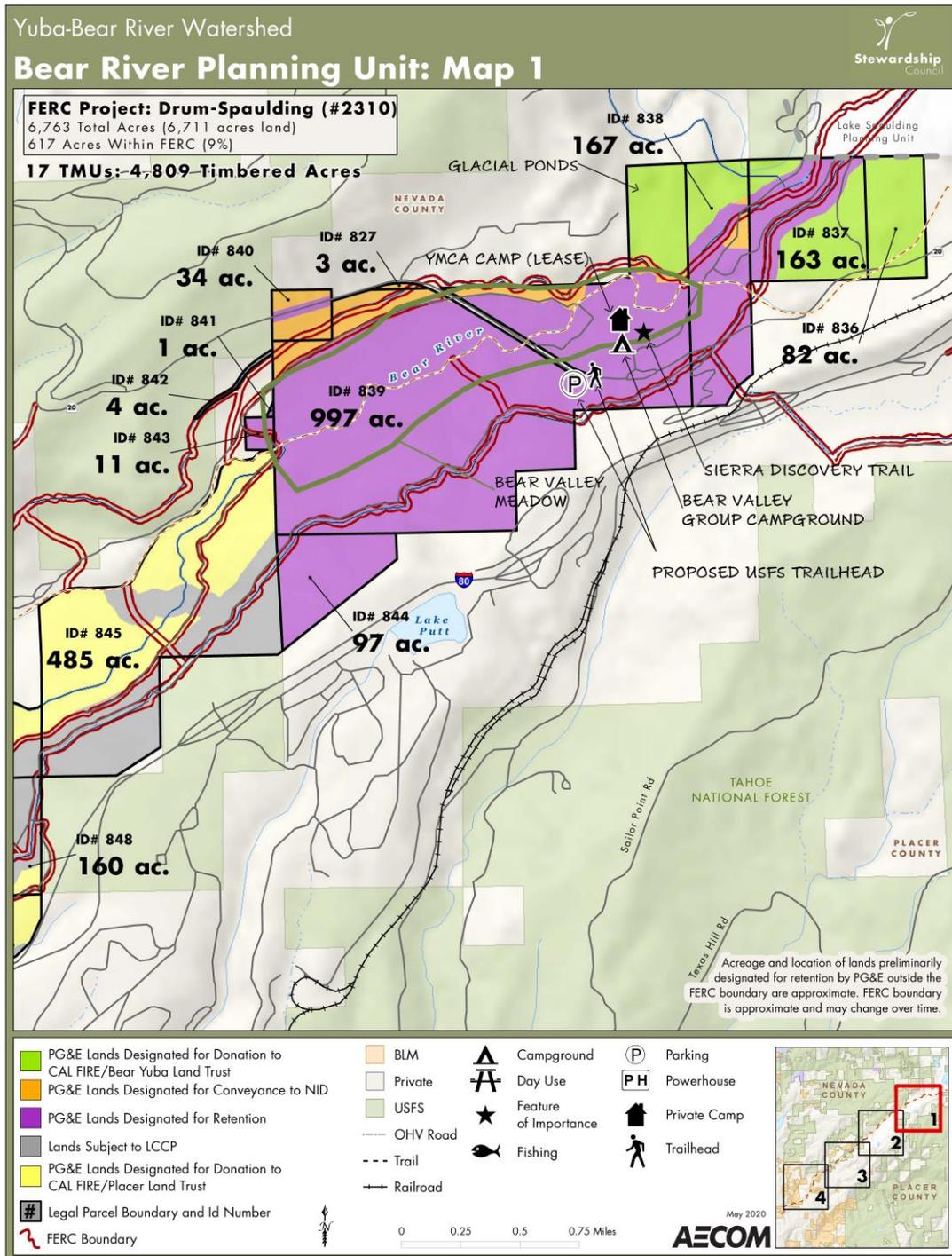
Within Parcels 828, 834, 845-851, 853-857, 865, 866 and 870, approximately 2,457 acres will be retained by PG&E. PG&E determined that operational needs would be met sufficiently through the reservation of rights for ongoing hydroelectric operations on the property to be transferred to CAL FIRE within these parcels. To effectuate transfer of a portion of the property, parcel splits will be required to comply with the California Subdivision Map Act (Government Code Section 66410, et seq). Certain exemptions to the Map Act apply to public utilities and/or to governmental entities and may apply to future conveyances of parcels within this planning unit.

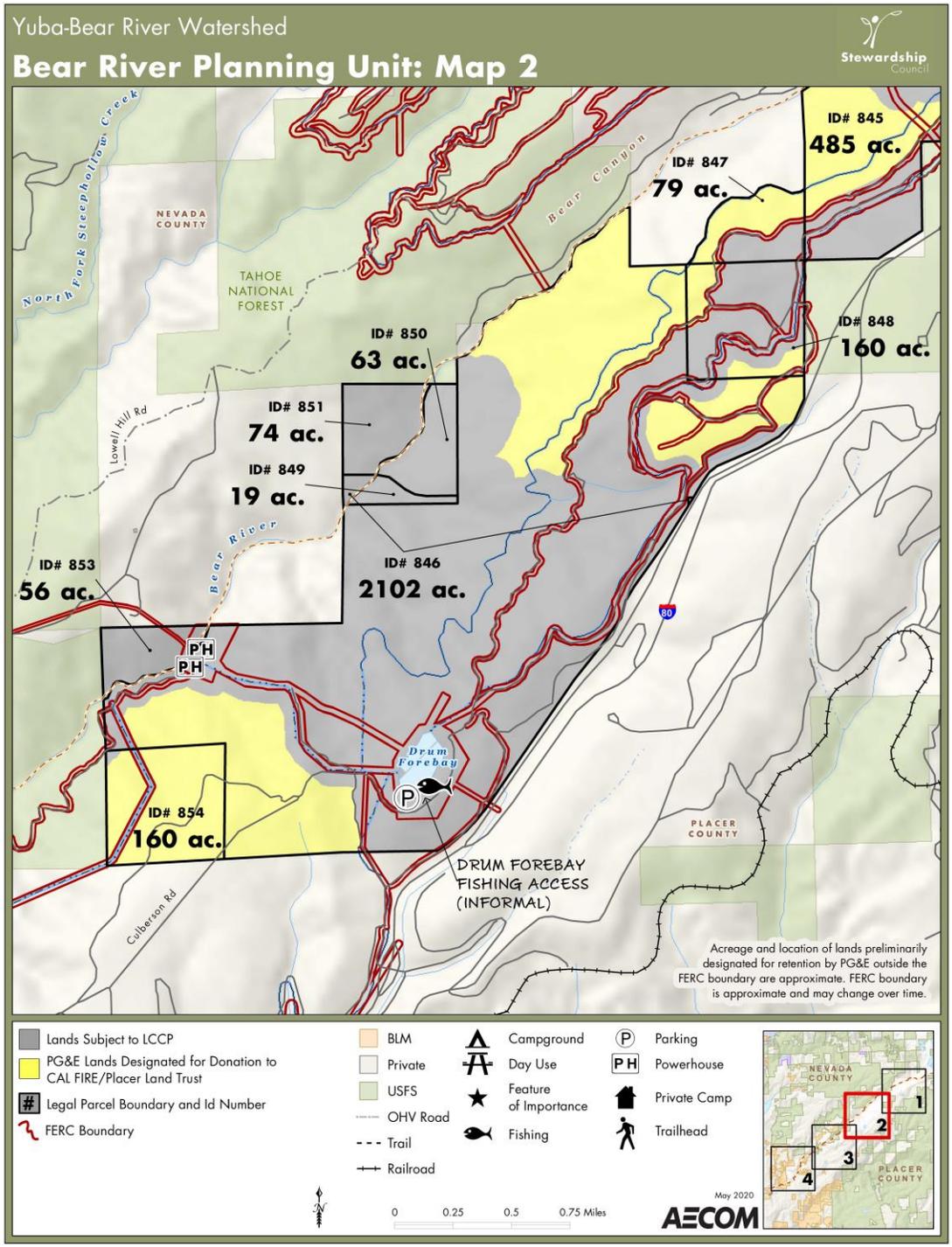
### **Applicable CEQA Exemption(s) or Reason Why Transaction is not a “Project Under CEQA”**

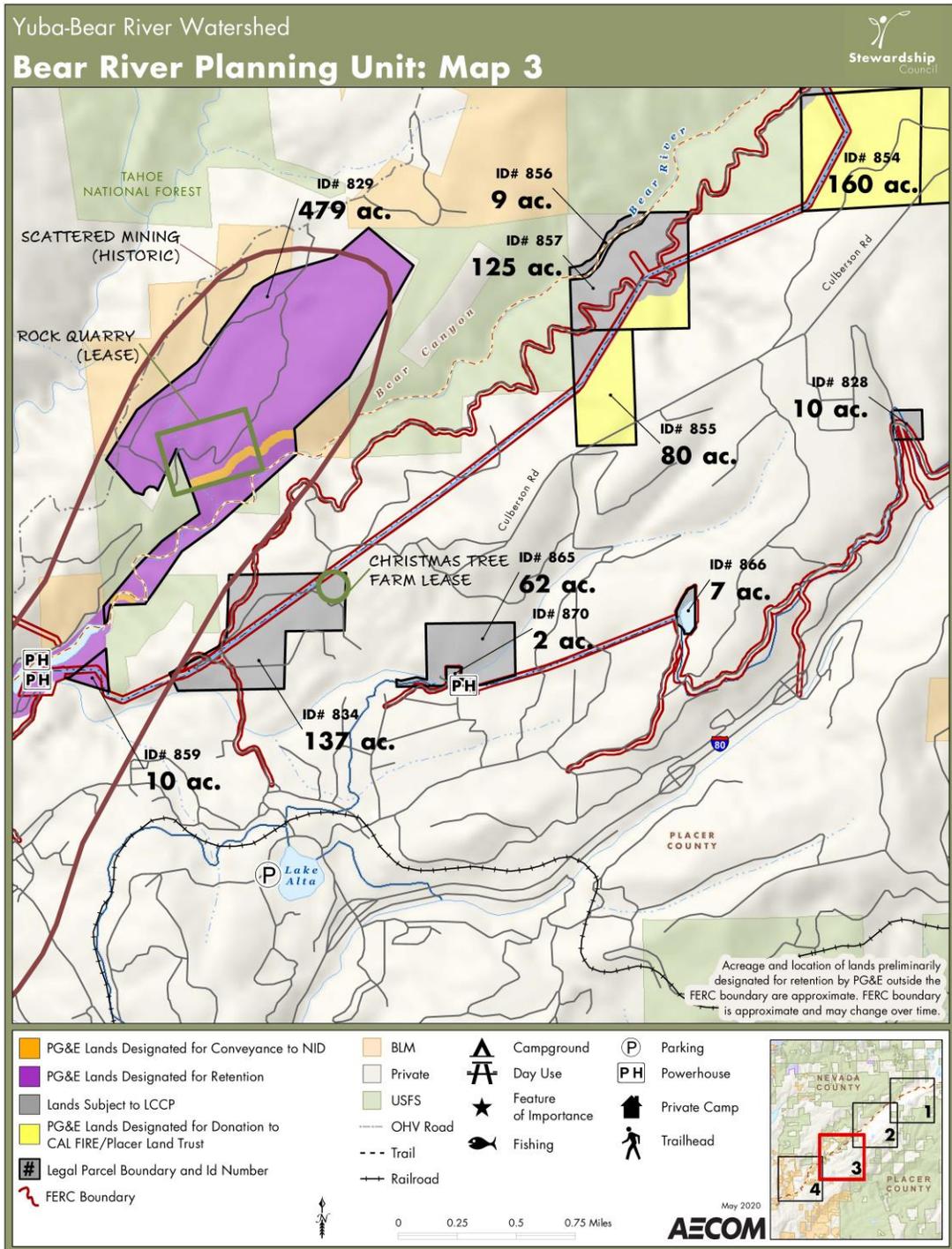
This Bear River retained transaction will not result in a direct physical change or a reasonably foreseeable indirect physical change in the environment; therefore, the Stewardship Council does not believe that the transaction is a project under CEQA. In addition, the establishment of a conservation easement is categorically exempt under Section 15325 of the CEQA Guidelines (CFR Title 14, Chapter 3) and Public Resources Code 21080.28 states that CEQA review is not required before a public agency transfers an interest in property, provided the purpose of the transfer is to conserve the land for habitat, open space, agricultural, or historic preservation, among other purposes. If, in the future, PG&E pursues or allows new development or uses that are allowed by the

conservation easement, it must first obtain all necessary permits and conduct any necessary CEQA review at that time.

### Exhibit 1. Map of the Property







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## Introduction

The Pacific Forest and Watershed Lands Stewardship Council (Stewardship Council) is a private, nonprofit foundation established in 2004 pursuant to a Settlement Agreement and a Stipulation Resolving Issues Regarding the Land Conservation Commitment approved by the California Public Utilities Commission (CPUC) in Decision 03-12-035 (Dec. 18, 2003). The Stewardship Council Board of Directors includes appointees from state and federal agencies, water districts, Native American and rural interests, forest and farm industry groups, conservation organizations, the CPUC, and Pacific Gas and Electric Company (PG&E).

The Stewardship Council has developed a plan to protect more than 140,000 acres of watershed lands (Watershed Lands) currently owned by PG&E for the benefit of the citizens of California. Protecting the Watershed Lands will be accomplished through (1) PG&E's grant of conservation easements to one or more public agencies or qualified conservation organizations so as to protect the natural habitat of fish, wildlife, and plants, the preservation of open space, outdoor recreation by the general public, sustainable forestry, agricultural uses, and historic values (collectively the Beneficial Public Values), and in some cases, (2) PG&E's donation of the Watershed Lands in fee to one or more public entities or qualified conservation organizations, whose ownership would be consistent with these conservation objectives.

Located primarily in the Sierra Nevada and Cascade Mountain range watersheds, the Watershed Lands contain some of the most pristine and resource-rich landscapes found in the state. The properties are diverse and geographically remote, located in 21 counties from the northern reaches of the state to the southern end of the Central Valley.

As required by the Settlement and Stipulation, the Stewardship Council prepared a Land Conservation Plan (LCP) to establish a framework for the conservation and/or enhancement of the Watershed Lands, and to ensure the permanent protection of these lands for the benefit of current and future generations of Californians. To address the challenge of a conservation effort of this large scope and unique nature, and to facilitate engagement of a wide range of stakeholders and interested members of the public, the Stewardship Council grouped the Watershed Lands into 47 planning units and established a phased approach to development and implementation of the LCP.

In 2007, the Stewardship Council board adopted Volumes I and II of the LCP:

- **Volume I:** The Land Conservation Framework establishes the overall framework for the LCP, including legal requirements, the planning process, methodologies, public involvement, and relevant regulatory processes.
- **Volume II:** Planning Unit Concepts documents existing conditions and presents management objectives, potential measures, and conceptual plans to preserve and/or enhance the Beneficial Public Values (BPVs) within each planning unit. It also documents existing economic uses.

Volume III, consisting of Land Conservation and Conveyance Plans (LCCPs) to be issued serially and cumulatively, will encompass a series of real estate transaction packages that will detail the specific land conservation and/or disposition requirements for each parcel or parcel cluster. LCCPs represent the Stewardship Council's recommendations for preserving and/or enhancing the BPVs of the Watershed Lands, and are intended to support required regulatory approvals of the land transactions resulting from the Stewardship Council's recommendations. The content of the LCCP spans a number of issues required by the Settlement and Stipulation, such as an express reservation of a right for continued operation and maintenance of hydroelectric facilities and associated water delivery facilities, including project replacements and improvements required to meet existing and future water delivery requirements for power generation and consumptive water use by existing users, compliance with any Federal Energy Regulatory Commission (FERC) license, FERC license renewal, or other regulatory requirements. In addition, conservation easements will honor existing agreements for economic uses, including consumptive water deliveries, and preserve or enhance reasonable public access to the Watershed Lands.

During the development of LCP Volumes I and II and the LCCPs, the Stewardship Council implemented a public outreach program to ensure local communities, elected representatives, neighboring property owners, Native American tribes and groups, and other key stakeholders had many opportunities to engage in the Stewardship Council's effort to preserve and enhance the Watershed Lands. To solicit additional input from the public on potential fee title recipients or conservation easement holders (referred to as donees), the Stewardship Council hosted a series of public information meetings. These meetings were designed to (1) provide an overview and update on the Stewardship Council's Land Conservation Program, (2) outline next steps, timeline, and opportunities for additional public input, and (3) solicit public input on the desired qualifications of potential donees and the future stewardship of the planning units. The Stewardship Council also made a concerted effort to extend the benefits of PG&E's Land Conservation Commitment to Native American tribes and groups, including meeting in person with representatives of Native American entities and conducting special outreach to best ensure Native American entities were aware of, and provided full access to participate in the opportunities presented by PG&E's Land Conservation Commitment.

Public input that the Stewardship Council received as a result of the public outreach process, including comments on Volume II of the LCP, comments from public information meetings on the selection of donees and other issues, and correspondence received by the Stewardship Council were considered by the Stewardship Council in its evaluation of the potential donees and their land stewardship proposals. In addition to public meetings, the public was given the opportunity to participate in all of the Stewardship Council's public board meetings where decisions were made on fee title and conservation easement donees. Prior to making a decision regarding the disposition of any parcel, the Stewardship Council will provide notice to the Board of Supervisors of the affected county, each affected city, town, and water supply entity, each affected Tribe and/or co-licensee, and each landowner located within one mile of the exterior boundary of the parcel, by mail or other effective manner. A summary of the public outreach

process for this subject LCCP, the Bear River planning unit, is provided in Appendix 1. Furthermore, the proposed LCCP will be made available for public review and comment before it is forwarded by the Watershed Planning Committee to the board for its review and approval.

**The Stewardship Council Board of Directors recommends that Placer Land Trust (PLT) hold a conservation easement encumbering 2,457 acres within Parcels 828, 834, 845-851, 853-857, 865, 866 and 870 in the Bear River planning unit that are to be retained by PG&E.**

Table 1-1 identifies Stipulation requirements that will be addressed in the LCCP and includes pertinent language from the Stipulation.

**Table 1 Stipulation 12(a) Requirements**

<p><b>(1) Acreage, Existing Economic Uses and Agreements</b>  <i>"Reasonably exact estimates of acreage, by parcel, within or outside licensed project boundaries, and existing economic uses (including all related agreements);"</i></p>
<p><b>(2) Objectives to Preserve and/or Enhance</b>  <i>"Objectives to preserve and/or enhance the BPVs, as defined in the Settlement Agreement, Appendix E, of each individual parcel;"</i></p>
<p><b>(3) Retention or Donation of Fee Title and Recommendation for Conservation Easement Donation</b>  <i>"A recommendation for grant of a conservation easement or fee simple donation for each such parcel;"</i></p>
<p><b>(4) Finding of Donee Funding and Other Capacity to Maintain Lands to Preserve and/or Enhance BPVs</b>  <i>"A finding that the intended donee of such easement or fee simple has the funding and other capacity to maintain that property interest so as to preserve and/or enhance the BPVs thereof;"</i></p>
<p><b>(5) Analysis of Tax and Other Economic and Physical Impacts</b>  <i>"An analysis of tax and other economic and physical impacts of such disposition strategy, and a commitment by an appropriate entity to provide property tax revenue, other equivalent revenue source, or a lump sum payment, so that the totality of dispositions in each affected county under the LCC will be 'tax neutral' for that county;"</i></p>
<p><b>(6) Hazardous Waste Disclosure</b>  <i>"A disclosure of all known hazardous waste or substance contamination or other such environmental liabilities associated with each parcel;"</i></p>
<p><b>(7) Consideration of Parcel Split</b>  <i>"Appropriate consideration whether to split any parcel which is partly used or useful for operation of PG&amp;E's and/or a co-licensee's hydroelectric facilities, where the beneficial public values of the unused part may be enhanced by such split, provided that it is consistent with Section 12(b)(4) of this Stipulation and that, in the event that governmental approval of a parcel split imposes conditions or restrictions on other PG&amp;E property, the decision to accept or reject such conditions will be at PG&amp;E's sole discretion;"</i></p>

**(8) Strategy for Physical Measures to Enhance BPVs**

*"A strategy to undertake appropriate physical measures to enhance the BPVs of individual parcels; provided that no such measure will be in conflict with the provisions of Settlement Agreement paragraph 17(c) and Appendix E paragraph 1;"*

**(9) Monitoring Plan for the Economic and Physical Impacts of Disposition and Implementation of Enhancement Measures**

*"A plan to monitor the economic and physical impacts of disposition and implementation of enhancement measures on the applicable management objectives;"*

**(10) Implementation Schedule for Transactions and Measures**

*"A schedule for the implementing transactions and measures."*

## **1. Acreage, Existing Economic Uses and Agreements**

### **Acreage and Property Description**

2,457 acres in Parcels 828, 834, 845-851, 853-857, 865, 866 and 870 will be retained by PG&E and, consistent with the conditions in the Settlement Agreement, will be encumbered with a perpetual conservation easement, granted by PG&E to PLT as described in Chapter 3.

The Bear River planning unit parallels the Interstate 80 corridor, crossing a montane meadow, densely forested canyons, and a landscape transformed by historic hydraulic gold mining. With an elevation range of 2,400 to 5,200 feet mean sea level (msl), the Bear River planning unit is located 20 miles north of the historic mining city of Auburn.

The Bear River planning unit offers a diversity of habitat for flora and fauna. The Bear River runs the length of the planning unit and provides coldwater stream habitat for rainbow trout in the meadow reach and both rainbow and brown trout in the Bear Canyon reach. Much of the land within the Bear River planning unit serves as a migratory corridor and winter range for regional deer populations. Additionally, the forestlands of the planning unit offer potential habitat for California spotted owl. A number of special status plant and wildlife species have been recorded in the planning unit, including Sheldon's sedge, simple androsace, Button's Sierra sideband snail, and coast horned lizard.

The majority of the recreation facilities in the greater Bear River planning unit are located near the montane meadow of Bear Valley, but are not located on the property subject to this LCCP, including PG&E's Bear Valley group campground and the Forest Service's Pioneer Trail, as well as the Sierra Discovery Trail. The recreational uses on the property subject to this LCCP are limited and primarily informal with the exception of a fishing access with parking found at Drum Forebay.

There are eight PG&E Timber Management Units (TMUs) totaling 3,017 timbered acres that encompass the lands to be retained by PG&E. All eight TMUs are currently managed under a Sustainable Timber Management prescription, meaning that sustained timber production is regarded as the highest and best use of the land while also placing an emphasis on protecting water quality, wildlife and fisheries habitat, soils, carbon sequestration, and cultural resources.

No agricultural (farming or grazing) activities are known to occur within the parcels subject to this LCCP. The leased area for the Christmas tree farm is not considered agricultural use. Historically, the area within the planning unit was used for grazing during cattle drives in the 1900's and there is existing fencing for grazing throughout the Bear River planning unit. Grazing animals may be used in the future as part of PG&E's land management best practices for fire prevention.

The planning unit lies within the ancestral territory of the Maidu, Washoe, and Nisenan-Southern Maidu groups. Cultural resources found in the planning unit include

petroglyphs and lithic scatters as well as historic sites related to California's pioneer past and historic mining activities.

### **Adjacent and Nearby Landowners**

The 2,457 acres within Parcels 828, 834, 845-851, 853-857, 865, 866 and 870 in the Bear River planning unit to be retained by PG&E are surrounded by private property, other planning unit parcels, and National Forest System lands managed by the Tahoe National Forest. Parcel 850 does not have vehicular access. The remaining parcels are accessed via Canal Street, Drum Forebay Road, Mammoth Springs Road, Culberson Road, Alta Powerhouse Road, Alta Reservoir Road, Drum Powerhouse Road, electric transmission facility access roads, and facility maintenance roads.

The Stewardship Council notified and invited landowners located within one mile of the subject parcels to provide comment during key phases of the land conservation and conveyance planning process.

### **Existing Economic Uses and Agreements**

There are recorded encumbrances on the 2,457 acres to be retained by PG&E in the Bear River planning unit for a ditch or canal, roads and highways, underground communication lines and communication pole lines, a tunnel, a water treatment plant, mineral rights, and to flood a portion of land. There are unrecorded encumbrances and existing agreements for economic uses for a Christmas tree farm and telecommunications on the 2,457 acres to be retained by PG&E in Parcels 828, 834, 845-851, 853-857, 865, 866 and 870 of the Bear River planning unit.

PG&E reserves rights in the conservation easement to maintain and operate existing and future utility facilities over portions of the parcels. The specific Hydro Reserved Rights are set forth in the conservation easement, which can be found in Appendix 2.

## 2. Objectives to Preserve and/or Enhance the BPVs

The Land Conservation Commitment provides that “PG&E shall ensure that the Watershed Lands it owns... are conserved for a broad range of beneficial public values, including the protection of the natural habitat of fish, wildlife and plants, the preservation of open space, outdoor recreation by the general public, sustainable forestry, agricultural uses, and historic values. PG&E will protect these beneficial public values associated with the Watershed Lands... from uses that would conflict with their conservation. PG&E recognizes that such lands are important to maintaining the quality of life of local communities and all the people of California in many ways, and it is PG&E’s intention to protect and preserve the beneficial public values of these lands under the terms of any agreements concerning their future ownership or management.”<sup>1</sup>

The following text lists the objectives for each BPV at the Bear River planning unit that the Stewardship Council board approved in LCP Volume II, as well as a description of how the conservation easement addresses each objective and each applicable BPV.

The conservation easement will protect the BPVs, subject to PG&E’s hydro and other reserved rights as provided in the conservation easement.

*1. Objective: Preserve and enhance habitat in order to protect special biological resources.*

The conservation easement (Appendix 2) includes a list of BPVs that will be protected including the following BPV: “Habitat for fish, wildlife and plants that are native to the area, including species protected under the California Endangered Species Act and/or the federal Endangered Species Act. The term “habitat” includes vegetation along banks and shorelines that contribute to maintaining watershed health. The term “native” refers to plants and animals that occur naturally on the Property, and are defined as “native” by the California Department of Fish & Wildlife and its successors.

*2. Objective: Preserve open space in order to protect natural and cultural resources, the wilderness character of the region, and continued low-intensity recreation experiences.*

The conservation easement will conserve the scenic character of the property by ensuring that no further development will occur unless specifically authorized or permitted by the conservation easement.

*3. Objective: Enhance recreational facilities in order to provide additional education and recreation opportunities.*

The conservation easement includes outdoor recreation, such as swimming, hiking, fishing and sightseeing as a BPV to be protected. Furthermore, the conservation easement provides that the landowner will allow public access on the property at levels

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<sup>1</sup> Land Conservation Commitment I.02-04-026, Appendix E, p. 38

substantially consistent with those existing at the time the conservation easement is recorded, subject to PG&E's Reserved Rights (Section 7 of the conservation easement), and the landowner's right to make reasonable rules and regulations.

*4. Objective: Develop and implement forestry practices in order to contribute to and promote sustainable forestlands, preserve and enhance habitat, as well as to ensure appropriate fuel load and fire management.*

Forest management activities will be subject to compliance with applicable laws and conducted as further described and allowed in the conservation easement (Appendix 2).

*5. Objective: Identify and manage cultural resources in order to ensure their protection, as well as to support opportunities for public education.*

The conservation easement will protect identified historical and cultural values on the Property to the extent they are protected by state and federal law.

### **3. Retention or Donation of Fee Title and Recommendation for Conservation Easement Donation**

The Settlement and Stipulation require that the Watershed Lands: (1) be subject to permanent conservation easements restricting development of the Watershed Lands so as to protect and preserve the BPVs, and/or (2) be donated in fee simple to one or more public entities or qualified nonprofit conservation organizations, whose ownership will ensure the protection of these BPVs.

#### **Donee Selection Process**

The Stewardship Council used a formal multi-step process to solicit and select organizations interested in becoming a conservation easement holder at the Bear River planning unit. Commencing in 2005, the Stewardship Council engaged in a robust public outreach process to solicit interest from eligible entities in receiving fee donations or holding conservation easements on PG&E Watershed Lands. Numerous meetings were held throughout the Watershed Lands with interested organizations and other stakeholders.

The formal solicitation and selection process consisted of the following key steps:

- Organizations were invited to register via the Stewardship Council’s Interested Donee Registry and were invited to submit a statement of qualifications (SOQ). The Stewardship Council reviewed the SOQs that were submitted to identify organizations that: (a) were determined to be a qualified nonprofit conservation organization; a federal, state or local governmental entity; or, a recognized tribe; (b) appeared to have sufficient financial and organizational capacity relative to the property interest sought within the planning unit; and, (c) appeared to be capable of satisfying the requirements of the Settlement and Stipulation for receiving a donation of fee title or to hold the conservation easement.
- Organizations interested in a fee title donation were invited to submit a land stewardship proposal (“LSP” or “proposal”) describing their capacity and interest in preserving and enhancing the BPVs. Organizations who were invited to submit a LSP were invited to tour the lands of interest with representatives of PG&E and the Stewardship Council.
- The LSPs were posted on the Stewardship Council’s website.
- Organizations demonstrating sufficient capacity and determined by the Stewardship Council to be best-suited to receive a donation of property interest (fee or conservation easement) in particular Watershed Lands within a planning unit are being recommended to PG&E to receive fee title and/or conservation easements.
- Stewardship Council staff received and evaluated land stewardship proposals for the Bear River planning unit in 2011 from the US Forest Service – Tahoe

National Forest, California Department of Forestry and Fire Protection (CAL FIRE), T'si-Akim Maidu Tribe, University of California – Center for Forestry, and Bear Yuba Land Trust. Meanwhile, the amount of land available for donation was reduced from 5,113 to approximately 1,581 acres due to operational concerns primarily related to ground instability, eliminating much of the acreage requested by the T'si-Akim Maidu Tribe, Bear Yuba Land Trust, and the US Forest Service. The T'si -Akim Maidu indicated in 2014 that they were no longer interested in fee donation in the Bear River planning unit. Bear Yuba Land Trust withdrew fee title interest and the US Forest Service is not eligible for property with the Bear River planning unit due to the requirements of section 4(e) of the Federal Power Act. Based on evaluation of the proposals and discussions with potential donees with the reduced acreage available for donation, the Stewardship Council initially recommended that the University of California - Center for Forestry (UC) receive lands available for donation at the September 17, 2015 board meeting, but UC withdrew interest in the donation in a letter dated September 14, 2018. Based on review of the land stewardship proposals, follow-up discussions with the interested organizations, and site visits, the Stewardship Council recommended that CAL FIRE receive the land previously recommended for donation to UC in the Bear River planning unit. Therefore, the Stewardship Council recommended CAL FIRE receive a fee title of approximately 1,581 acres within the Bear River planning unit.

### **Retention or Donation of Fee Title**

The Settlement Agreement states that PG&E will not be expected to make fee-simple donations of Watershed Lands with hydroelectric project features, and conservation easements and enhancements may not interfere with hydroelectric operations. In general, PG&E will retain fee title to those Watershed Lands within the boundaries of hydroelectric projects licensed by the FERC, as well as other properties required for continuing and future utility operations. However, these Watershed Lands will be conserved via a conservation easement. See Appendix 4 for a description of PG&E's Land Conservation Commitment.

The Bear River planning unit encompasses approximately 6,763 acres. Originally the planning unit was identified as having as much as 5,113 acres available for donation and LSP's were solicited based on that estimate. However, further analysis by PG&E demonstrated that due to operational concerns primarily related to ground instability the land available for fee title transfer totals approximately 1,581 acres and has been approved in separate LCCPs for transfer to CAL FIRE and NID. The remaining property in the Bear River planning unit is being retained by PG&E.

This LCCP is the subject of Bear River lands to be retained that are located primarily in Placer County, the primary jurisdiction of the Placer Land Trust, and some area in Nevada County. The LCCP for lands to be retained in the Bear River Planning Unit with the conservation easement held by Bear Yuba Land Trust is under separate cover and identifies Bear Yuba Land Trust as the recommended conservation easement holder.

## **Lands to be Retained by PG&E**

2,457 acres within 17 parcels (828, 834, 845-851, 853-857, 865, 866 and 870) of the Bear River planning unit will be retained in fee by PG&E.

The map in Exhibit 1 shows all of the land within Parcels 828, 834, 845-851, 853-857, 865, 866 and 870 in the Bear River planning unit that will be retained by PG&E. The map also shows key features in the planning unit and surrounding area, and the ownership of adjacent land.

## **Conservation Easement**

The Settlement Agreement states “the conservation easements shall provide for the preservation of land areas for the protection of the natural habitat of fish, wildlife and plants, the preservation of open space, outdoor recreation by the general public, sustainable forestry, agricultural uses, and historic values, and shall prevent any other uses that will significantly impair or interfere with those values. Conservation easements on the Watershed Lands will include an express reservation of a right for continued operation and maintenance of hydroelectric facilities and associated water delivery facilities, including project replacements and improvements required to meet existing and future water delivery requirements for power generation and consumptive water use by existing users, compliance with any FERC license, FERC license renewal or other regulatory requirements. In addition, conservation easements will honor existing agreements for economic uses, including consumptive water deliveries. The conservation easements shall be donated to and managed by one or more non-profit conservation trustees, qualified conservation organizations or public agencies with the experience and expertise to fully and strictly implement the conservation easements” (Land Conservation Commitment I.02-04-026, Appendix E, pp. 38-39).

For the complete text of the conservation easement, see Appendix 2.

Conservation easements must be donated to nonprofit organizations, Native American tribes, or public agencies that meet the requirements of California Civil Code section 815.3 and possess the experience and capacity to fully and strictly implement the terms of the conservation easement. PLT will hold the conservation easement over the lands within the Bear River planning unit that are the subject of this LCCP. The qualifications of PLT are described in Chapter 4.

Accordingly, immediately following the Section 851 approval of PG&E’s grant of a conservation easement over lands retained by PG&E in the Bear River planning unit, PG&E and PLT will execute the conservation easement and it will be recorded.

#### **4. Finding of Donee Funding and Other Capacity to Maintain Lands to Preserve and/or Enhance the BPVs**

##### **Selected Organizations**

At the conclusion of the Donee Selection Process referenced above in Section 3, the following organization was endorsed by the Stewardship Council board on January 22, 2015:

- Placer Land Trust (PLT) to hold a conservation easement over approximately 2,457 acres to be retained by PG&E within Parcels 828, 834, 845-851, 853-857, 865, 866 and 870 in the Bear River planning unit.

##### **Capacity of Selected Organizations**

The Stewardship Council board finds that PLT has the funding and other capacity to maintain the property interest so as to preserve and/or enhance the BPVs<sup>2</sup>.

- Established in 1991, PLT's mission is to work with willing landowners and conservation partners to permanently protect and care for natural and agricultural lands in Placer County for current and future generations.
- PLT holds 31 conservation easements totaling 6,335 acres, including six over lands owned by public agencies. In addition, PLT owns 26 fee properties totaling 5,024 acres.
- PLT is guided by a ten-member board of directors and is staffed by an executive director, operations director, conservation director, stewardship manager, land and recreation manager, land manager, development & communications manager, program manager, operations specialist, and communications specialist. PLT's staff has expertise in strategic land acquisitions, natural resources management, forestry, habitat restoration, ecology, agriculture, and community outreach and volunteer management.
- PLT is an accredited land trust since 2008.

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<sup>2</sup> Stipulation, Section 12(a)(4)

## **5. Analysis of Tax and Other Economic and Physical Impacts**

The Settlement and Stipulation require that the LCCP provide “an analysis of tax and other economic and physical impacts of such disposition strategy, and a commitment by an appropriate entity (which may be PG&E, subject to being authorized by the Commission to fully recover in rates any such costs in approving PG&E’s Section 851 application or in another appropriate Commission proceeding, Stewardship Council, donee, or a third party, depending on the individual circumstances) to provide property tax revenue, other equivalent revenue source, or a lump sum payment, so that the totality of dispositions in each affected county under this Land Conservation Commitment will be ‘tax neutral’ for that county.”

### **Property Tax Analysis**

PG&E is retaining fee title ownership of 2,457 acres within Parcels 828, 834, 845-851, 853-857, 865, 866, and 870 of the Bear River planning unit and as such, PG&E will continue to pay property taxes to Nevada and Placer Counties as assessed by the State Board of Equalization.

### **Other Economic and Physical Impacts**

The Settlement and Stipulation require an analysis of the physical and economic impacts of each disposition. The agreements for the conservation easement on Parcels 828, 834, 845-851, 853-857, 865, 866, and 870 of the Bear River planning unit have not mandated any changes to the physical or economic uses and PG&E intends to manage the lands in a manner consistent with the current physical and economic uses.

No new activities are proposed that will result in physical impacts.

The conservation easement will prohibit development and other uses of the land that would significantly impair the BPVs, all subject to PG&E’s Hydro Reserved Rights. PG&E’s Hydro Reserved Rights are referenced in the conservation easement, which can be found in Appendix 2.

## **6. Hazardous Waste Disclosure**

The Stipulation states that in the transfer of fee title and conveyance of a conservation easement, PG&E will disclose all known hazardous waste, substance contamination, or other such environmental liabilities associated with each parcel and hold the donee harmless.

### **Lands to be Retained by PG&E**

PG&E is retaining fee title ownership of 2,457 acres within Parcels 828, 834, 845-851, 853-857, 865, 866 and 870 of the Bear River planning unit and confirmed it has provided the Bear River Environmental Site Assessment Report dated April 29, 2011, to PLT, fulfilling the disclosure requirements of the Land Conservation Commitment.

## **7. Consideration of Parcel Split**

Within Parcels 828, 834, 845-851, 853-857, 865, 866, and 870, approximately 2,457 acres will be retained by PG&E. PG&E determined that operational needs would be met sufficiently through the reservation of rights for ongoing hydroelectric operations on the property to be donated to CAL FIRE within these parcels. To effectuate transfer of a portion of the property, parcel splits will be required to comply with the California Subdivision Map Act (Government Code Section 66410, et seq). Certain exemptions to the Map Act apply to public utilities and/or to governmental entities and may apply to future conveyances of parcels within this planning unit.

## **8. Strategy for Physical Measures to Enhance the BPVs**

The Stewardship Council developed and implemented a strategy to identify and undertake appropriate physical measures to enhance the BPVs of the Watershed Lands consistent with Settlement Agreement paragraph 17(c)<sup>3</sup> and Appendix E, paragraph 1.

During the preparation of Volume II of the LCP, a number of potential physical enhancement measures to preserve and/or enhance the BPVs were identified. These measures were identified with public input and were intended to be illustrative in nature and subject to change over time in coordination with the future landowner.

The Stewardship Council has developed a grant program that will fund selected enhancements on the Watershed Lands. It is anticipated that grant funding will be available to accomplish future projects that enhance one or more of the six Beneficial Public Values. Projects may include habitat restoration or physical measures such as developing trails, day use areas, and other public access improvements.

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<sup>3</sup> Settlement Agreement Paragraph 17(c) states, “PG&E shall fund PG&E Environmental Enhancement Corporation with \$70 million in Cash to cover administrative expenses and the costs of environmental enhancements to the Watershed Lands... provided that no such enhancement may at any time interfere with PG&E’s hydroelectric operations maintenance or capital improvements.”

## **9. Monitoring Plan for the Economic and Physical Impacts of Disposition and Implementation of Enhancement Measures**

The Stipulation requires that the LCCP outline a plan to monitor the economic and physical impacts of disposition and implementation of enhancement measures.

The conservation easement holder is required to monitor every conservation easement that it holds to ensure that the landowner is complying with the terms of the easement. The Stewardship Council will enter into a Conservation Easement Funding Agreement (Appendix 3) with each conservation easement holder whereby the holder will receive a monitoring and enforcement endowment from the Stewardship Council to fund its monitoring activities.

To further meet the requirement of monitoring the economic and physical impacts, the Stewardship Council will enter into an agreement with the Sierra Nevada Conservancy (SNC), a state agency, whereby the agency will agree to undertake certain duties designed to monitor the impacts of PG&E's Land Conservation Commitment.

When the Stewardship Council has completed its work, it will be dissolved. Prior to its dissolution, the Stewardship Council expects to prepare a report providing an assessment of any economic and physical impacts resulting from the Land Conservation Commitment as of that time. Stewardship Council's close-out report will include, among other things, the following information:

- How the property tax neutrality requirement was satisfied with regard to each parcel donated to a tax exempt organization.
- A report regarding the enhancements that were funded by the Stewardship Council.

It is anticipated that several years after the dissolution of the Stewardship Council, SNC will prepare a report assessing the physical and economic impacts of the Land Conservation Commitment up until that time. The report is expected to cover the following topics:

- Impact of the Land Conservation Commitment on agreements for economic uses.
- Changes in entities holding conservation easements or fee title.
- Performance of duties by conservation easement holders.

## **10. Implementation Schedule for Transaction and Measures**

### **Schedule for Transaction**

- CPUC review and approval (2023)
- FERC review and approval (2023)
- Close of escrow (2023)
- Stewardship Council release of funds to PLT per conservation easement funding agreement (2023)

### **Compliance with Local Land Use Planning Requirements**

Future management of the Bear River property is anticipated to comply with all applicable County ordinances and/or General Plan policies.

## Appendix 1: Summary of Public Outreach

### SUMMARY OF PUBLIC OUTREACH PROGRAM

The Stewardship Council established a comprehensive public outreach program to both inform and solicit input from the public on the development and implementation of a plan to permanently protect over 140,000 acres of PG&E watershed lands. A variety of tools and techniques are used to engage the public, including:

- Stewardship Council Website: the website provides background information on the land conservation program and is regularly updated with board meeting agendas and minutes, proposed recommendations, and other announcements.
- Stakeholder Database and E-mailing: regular e-mail notifications are sent directly to individuals and organizations that have signed-up to receive e-mails. The e-mails provide updates on the status of the land conservation program, including pending actions by the board and upcoming public meetings.
- Targeted Newspaper Noticing and Paid Advertisements: newspaper advertisements and notices are placed in local newspapers circulated in the area where a board or public meeting is taking place or in communities that may have an interest in a particular topic on an upcoming meeting agenda.
- News Releases: news releases are issued to statewide and local media outlets at key intervals during the planning process.
- Public Information Meetings and Workshops: public information meetings and workshops are conducted throughout the watershed lands to provide updates and solicit input from interested stakeholders on the land conservation program and individual planning units. In many workshops, public comments were sought on potential measures to protect and enhance the beneficial public values on specific lands as well as the desired qualifications of potential donee organizations. Individuals and organizations unable to attend are provided an opportunity to submit comments in writing and review meeting summaries posted on the web site.
- Notice by Mail of Pending Decisions Regarding the Conveyance of Individual Parcels and Invitation to Comment:
  - Noticing of Affected Governmental Entities: prior to the Watershed Planning Committee forwarding a recommendation to the board that a proposed Land Conservation and Conveyance Plan (LCCP) be adopted by the board, a notice will be mailed to the Board of Supervisors of the affected county; each affected city, town, and water supply entity; and each affected tribe and/or co-licensee.
  - Noticing of landowners: postcards or letters are sent to all landowners located within one mile of lands that are the subject of a proposed LCCP prior to the Watershed Planning Committee forwarding a recommendation to the board that the proposed LCCP be adopted by the board.
- Individual Meetings with Stakeholders: Over the course of the preparation of Volumes I and II of the Land Conservation Plan (LCP) and the LCCP, Stewardship Council staff met, and communicated via the telephone and email, with a number of stakeholders interested in the Watershed Lands.

## Appendix 1: Summary of Public Outreach

- The Stewardship Council Board of Directors meets five to six times per year, typically on a bimonthly schedule. At the board meetings, the public is invited to directly address the board on an agenda item or on any other matter. The meetings have been held at locations in northern and central California and across the watershed lands to help facilitate public participation. Agendas are available one week prior to meetings, and meeting minutes are posted on the Stewardship Council public website approximately three weeks following those meetings.

### **BEAR RIVER PLANNING UNIT PUBLIC OUTREACH**

Highlighted below are the opportunities that have been, or are being, provided for public input on key documents and decisions concerning the Bear River planning unit and the land conservation and conveyance process.

#### **I. PUBLIC REVIEW OF VOLUMES I AND II OF THE LCP**

The Draft Land Conservation Plan Volumes I and II were released in June 2007 for a 60-day public comment period. During this time, the Stewardship Council held ten public meetings to publicize the availability of the Draft LCP and to encourage public comment. These meetings were advertised via an e-mail sent to contacts in the Stewardship Council's database, an announcement posted on the Stewardship Council's web site, a press release issued to local newspapers, a paid advertisement in local papers, and a postcard sent to all landowners on record that reside within one mile of any PG&E parcel. Comments were received via email, the website, and hardcopy letters. The comments were reviewed, and responded to individually; and the text in the draft LCP was revised as appropriate.

During public review of Volumes I and II of the LCP, letters were submitted that indicated support for restoring and enhancing the Bear River fishery, protecting the open space qualities of the meadow including restricting forestry activities that would impair the viewshed from the meadow, interest in the preservation of a wood-crib style dam in Bear Valley, as well as support for public access along existing trails.

#### **II. NOTICING OF LANDOWNERS WITHIN ONE MILE**

In the Fall of 2006 a postcard was distributed to the approximately 26,000 landowners located within one mile of the exterior boundary of all the parcels to notify and invite comment on Volume I and II of the LCP. A postcard was also sent to notify and invite all landowners located within one mile of the parcels within the Bear River planning unit to a Public Information Meeting that was held in Markleeville, California on October 8, 2009. In addition, simultaneous with the release of the proposed subject LCCP for public comment, adjacent landowners located within one mile of the subject parcels are noticed by mail 30 days before the Watershed Planning Committee considers forwarding the proposed subject LCCP to the board for final approval.

## Appendix 1: Summary of Public Outreach

### III. PUBLIC INFORMATION MEETING

A Public Information Meeting workshop for the Bear River, Chili Bar, Fordyce Lake, Lake Spaulding, Lower Drum and Narrows planning units was hosted by the Stewardship Council on April 14, 2011 in Auburn, California. Attendees at the workshop included a total of 58 individuals representing a wide variety of interests including local, state, federal, and tribal governments; and community organizations. The meeting was advertised via an e-mail sent to contacts in the Stewardship Council's database, an announcement posted on the Stewardship Council's web site, a press release issued to the local newspaper, and a postcard sent to all landowners on record located within one mile of any PG&E parcel associated with the Bear River planning unit.

The purpose of the workshop was to: (1) provide an overview of the land conservation process; and, (2) solicit additional public input on future stewardship of the six planning units.

Below is a summary of the notes that were recorded on the easels and provided on comment cards.

#### General Comments

- Mineral resources should be included as a beneficial public value
- Lands available for donation should be transferred to an entity that will preserve and enhance public access
- Provide adequate time for the public to review and provide comments on the land stewardship proposals, proposed donee recommendations, and conservation easements
- Understand that all of the parcels have a history of land use and are no longer pristine
- Provide parcel-specific goals to promote public understanding and comment

#### Bear River

- The Bear Valley Meadow area in Parcel 839 provides many public recreation opportunities year round, making it the "crown jewel" of the area
- Protect archaeological/cultural sites and provide interpretation of these sites if appropriate
- Develop a trail and trailhead off Hwy 20 (with parking and restrooms) to Rollins Lake Reservoir
- Prohibit OHV use in the meadow area and provide enforcement
- Support PG&E partnerships with conservation organizations to restore, preserve, and enhance recreation opportunities
- Ensure consistent land ownership and management to protect the integrity of the ecosystem
- Prevent the upstream migration of *Didymosphenia G*, an invasive algae that adversely affects fisheries
- Provide trail easements to support the development of a trail along the Bear River, as proposed to FERC in the "Integrated Bear River Concept"
- Develop a trailhead and loop trails in the area north of Drum Forebay up to Bear Valley and the Sierra Discovery Trail
- Install hitching posts at the Sierra Discovery Trail
- Maintain vehicle access to all parcels for hunting, fishing, recreation, firewood collecting, etc.

## Appendix 1: Summary of Public Outreach

- The conservation easement should be flexible to adapt over time
- For each of the beneficial public values, define the level of sustainability that will occur by parcel, planning unit, and watershed

### **IV. PUBLIC REVIEW OF LAND CONSERVATION PROGRAM POLICIES & GUIDELINES**

Public comment was sought on policies and guidelines that helped inform the Stewardship Council's land conservation and conveyance process. These documents were provided to the public in advance of being reviewed and endorsed by the Watershed Planning Committee or Fiduciary Committee and forwarded to the board for review and consideration.

#### *Land Conservation Program Funding Policy*

The Stewardship Council created a Land Conservation Program Funding Policy to help guide future planning and decision-making regarding funding of the long term management and stewardship of the watershed lands. In June and July 2009, the draft policy was posted on the Stewardship Council's web site and made available for review and comment to a group of stakeholders consisting of all registered potential donees and representatives of the counties in which the watershed lands are located. Two comments were received during the 30-day review and comment period. Both comments were reviewed, and it was determined that neither comment necessitated a change in the draft policy. The Stewardship Council's Board of Directors adopted the policy at a public board meeting in Sonora, California, September 17, 2009.

#### *Guidelines for Achieving Property Tax Neutrality*

The Stewardship Council created guidelines for achieving property tax neutrality to describe scenarios when the Stewardship Council will make property tax payments to affected counties as in lieu payments for property taxes that are lost due to the donation of PG&E watershed lands to an entity that is exempt from paying property taxes. The guidelines also defined a set of overarching assumptions regarding property tax neutrality payments. The draft guidelines were posted on the Stewardship Council's web site in December 2010. A notice inviting review and comment on the guidelines was sent to the Stewardship Council's stakeholder database. Additional targeted outreach was performed to inform the affected counties. Nine comments were received during the 60-day review and comment period. After consideration of public comments, the Stewardship Council Board adopted a set of guidelines at its public board meeting on March 30, 2011.

#### *Proposed methodology for achieving tax neutrality*

The proposed methodology for achieving tax neutrality on donated lands was e-mailed to all land stakeholders and posted on Stewardship Council's website for public review and comment on January 9, 2012. The deadline for submission of comments was March 9, 2012. The Stewardship Council received one request to extend this deadline, which was granted. By the new deadline March 30, 2012, six comments were received. Upon consideration of the comments received, the Stewardship Council board deferred adoption of the full methodology until the June 27, 2012 board meeting so that the affected counties could be notified of the proposed change to the capitalization rate. No comments

## Appendix 1: Summary of Public Outreach

were received on the revised capitalization rate. The revised methodology was adopted by the board at its June 27, 2012 meeting.

### **V. WATERSHED PLANNING COMMITTEE RECOMMENDATIONS FOR FEE TITLE AND CONSERVATION EASEMENT DONEES**

Staff recommendations for prospective fee title donees and conservation easement holders that are endorsed by the Watershed Planning Committee are posted on the Stewardship Council's website for public review and comment. The proposed board action is noticed via an e-mail sent to contacts in the Stewardship Council's database. In addition, public board meetings are advertised via an e-mail sent to contacts in the Stewardship Council's database, an announcement posted on the Stewardship Council's web site, a press release issued to local papers, and an advertisement placed in local newspapers in the area where a board or public meeting is taking place or in communities that may have an interest in a particular topic on an upcoming meeting agenda. The board action taken is also noted in the meeting minutes that are posted on the Stewardship Council's website following each meeting.

All public comments received by staff concerning the fee and conservation easement recommendation at the Bear River planning unit were provided to the board for consideration at the relevant public board meeting.

### **VI. PUBLIC REVIEW OF THE LAND CONSERVATION AND CONVEYANCE PLANS**

The public is provided an opportunity to review and comment on the proposed Land Conservation and Conveyance Plans (LCCPs), and the comments received are shared with board members prior to the Watershed Planning Committee's forwarding the proposed LCCP to the board for its review and approval. The 30-day public review and comment periods are announced via an e-mail sent to contacts in the Stewardship Council's database, a posting on the Stewardship Council's web site, and an advertisement placed in local newspapers in communities that may have an interest in a particular planning unit. A notice inviting review and comment on the proposed LCCP is also sent to all landowners on record located within one mile of the subject PG&E parcels and to PG&E leaseholders. In addition, a notice is mailed to the board of supervisors of the affected county; each affected city, town, and water supply entity; and each affected tribe and/or co-licensee. After receiving public comment, the Watershed Planning Committee may make revisions to a proposed LCCP prior to forwarding a recommendation to the board.

Prior to release of the LCCP for public review anticipated in late 2019, and after public review of LCC Volumes I and II, some public correspondence was received regarding the Bear River planning unit, however no comments were substantive relative to the project and no concerns were expressed about the proposed conservation and/or conveyance.

### **VII. STEWARDSHIP COUNCIL BOARD OF DIRECTORS MEETINGS**

Proposed LCCPs endorsed by the Watershed Planning Committee are posted on the Stewardship Council's website for additional public review and comment approximately 30 days prior to being

## Appendix 1: Summary of Public Outreach

considered by the board at a public board meeting. The posting of proposed LCCPs is advertised via an e-mail sent to contacts in the Stewardship Council's database. In addition, public board meetings are advertised via an e-mail sent to contacts in the Stewardship Council's database, an announcement posted on the Stewardship Council's web site, a press release issued to local papers, and an advertisement placed in local newspapers in the area where a board or public meeting is taking place or in communities that may have an interest in a particular topic on an upcoming meeting agenda. The board action taken is noted in the meeting minutes that are posted on the Stewardship Council's website following each meeting.

All public comments received will be provided to the board. There is also an additional opportunity for public comment at the public board meeting when the board considers approval of the proposed LCCP. Adoption of an LCCP by the board would be the final step in the Stewardship Council's process for selecting donees. The conservation easement donee is responsible for securing its own internal approvals prior to the transaction being completed. Transactions will be finalized upon LCCP review and transaction approval by the California Public Utilities Commission.

<p>RECORDING REQUESTED BY</p> <p><b>PACIFIC GAS AND ELECTRIC COMPANY</b>  <b>Land Department</b>  <b>Attention: Paul Coviello</b>  <b>1850 Gateway Blvd, Room 7043C</b>  <b>Concord, CA 94520</b></p>	
<p>WHEN RECORDED MAIL TO</p> <p><b>PACIFIC GAS AND ELECTRIC COMPANY</b>  <b>245 Market Street, N10A, Room 1015</b>  <b>P.O. Box 770000</b>  <b>San Francisco, California 94177</b></p>	
<p>The undersigned Grantor declares that the documentary transfer tax is \$-0- (R&amp;T Code 11911 court-ordered conveyance or decree that is not pursuant to sale)</p> <p>LD# 2116-11-10007</p>	<p>(Space Above this Line for Recorder's Use)</p>

Placer County APN: 062-020-011, 062-150-008, 062-210-027, 062-220-006, 062-220-007, 062-220-008, 062-220-009, 062-230-002, 062-230-021, 062-230-028, 062-230-045, 062-230-046, 062-230-061, 062-230-080, 062-240-002, 062-240-003, 062-240-031, 062-240-048, 062-251-001, 062-360-003, 062-460-027

Nevada County APN: 065-100-040, 065-100-041, 065-100-017, 65-110-004, 065-110-006

Date: \_\_\_\_\_

**DEED OF CONSERVATION EASEMENT AND AGREEMENT  
(BEAR RIVER PLANNING UNIT)**

Between

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,  
as Grantor

and

PLACER LAND TRUST, a California non-profit public benefit corporation,  
as Grantee

**Note to the County Recorders:** This is a conservation easement within the meaning given to such term in California Government Code §27255 and is to be included in the index developed and maintained pursuant to such section.

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**DEED OF CONSERVATION EASEMENT AND AGREEMENT  
(BEAR RIVER PLANNING UNIT)**

THIS DEED OF CONSERVATION EASEMENT AND AGREEMENT (this "**Easement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Effective Date**") by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Grantor**"), and PLACER LAND TRUST, a California non-profit public benefit corporation ("**Grantee**"), with reference to the following facts:

**RECITALS**

A. The Property. Grantor is the owner of approximately 2,457 acres of real property located in Placer and Nevada Counties, State of California, as more particularly described in the attached Exhibit A (the "**Property**").

B. FPA and FERC Jurisdiction. Portions of the Property lie within the boundaries of one or more hydroelectric projects licensed to Grantor pursuant to Part I of the Federal Power Act, 16 U.S.C. §§792-823d ("**FPA**").

1. FPA and FERC Requirements. The FPA requires regulation of the construction, operation, and maintenance of non-federal hydroelectric power projects pursuant to licenses issued by the Federal Power Commission, or its successor, the Federal Energy Regulatory Commission ("**FERC**"). Each such license requires the licensee to undertake appropriate measures on behalf of both developmental and environmental public interest uses of a waterway, including as relevant fish and wildlife protection and enhancement, irrigation, flood control, water supply, and recreation, together with whatever other beneficial public uses the license identifies as a "Project Purpose." The license requires the licensee to acquire and retain all interests in non-federal lands and other property necessary or appropriate to carry out the Project Purposes.

2. FPA and FERC Non-Project Uses. The FPA provides FERC with authority to regulate the use of a licensed project's lands and waters not only by the licensee but also by any other entity. FERC refers to such third-party use as "non-project use of project lands and waters." Even where the third-party use may be compatible with and even promote a specified Project Purpose, such use is "non-project," because it is not in the license as a direct obligation of the licensee. As a FERC licensee for the Property which is the subject of this Easement, Grantor must (except for very minor matters) apply to FERC for approval to convey to a third party any easement over project lands. FERC approval requires conveyance instruments to contain recorded covenants providing that the non-project use will not interfere with Project Purposes, and requires its licensees to enforce such covenants and protect the project values.

3. Removal of FERC Jurisdiction. FERC jurisdiction and authority over a licensed hydropower project is removed if and when (1) the project is decommissioned and the project license is surrendered or otherwise terminated; or (2) FERC determines that the project does not require a license to continue to operate, and the license expires or is otherwise terminated. Neither FERC nor the hydropower project license can bestow, remove, or alter water or other property rights; therefore, the end of FERC jurisdiction over the project has no effect on existing property rights in project lands and waters, including any conservation easements on such lands.

C. Grantor Party to Settlement Agreement. Grantor is a party to that certain Settlement Agreement (the "**Settlement Agreement**") as modified and approved by the Public Utilities Commission of the State of California (the "**Commission**") in its Opinion and Order of December 18, 2003 (Decision 03-12-035).

D. Grantor Party to Stipulation. In furtherance of the Settlement Agreement, and to provide additional detail regarding the implementation of the "Land Conservation Commitment" (defined below), the parties to the Settlement Agreement and other interested parties entered into that certain Stipulation Resolving Issues Regarding the Land Conservation Commitment dated September 25, 2003 (the "**Stipulation**").

E. Governing Documents and Beneficial Public Values. The Settlement Agreement and the Stipulation (collectively, the "**Governing Documents**") require Grantor to ensure that approximately 140,000 acres of watershed lands, all owned by Grantor (collectively, the "**Watershed Lands**"), including the Property, are conserved for a broad range of beneficial public values, including the protection of the natural habitat of fish, wildlife and plants; the preservation of open space; outdoor recreation by the general public; sustainable forestry; agricultural uses; and historic values. The obligations of Grantor to convey conservation easements and protect such beneficial public values on the Watershed Lands, as well as certain other obligations related thereto, are set forth in detail in Appendix E of the Settlement Agreement (as further explicated in Section 12 of the Stipulation), and are defined therein as the "**Land Conservation Commitment.**"

F. Stewardship Council and Land Conservation Plan. Pursuant to the Governing Documents, the Pacific Forest and Watershed Lands Stewardship Council, a California non-profit public benefit corporation (the "**Stewardship Council**"), was created to oversee and carry out the Land Conservation Commitment. Pursuant to the Governing Documents, the Stewardship Council developed a plan for protection of the Watershed Lands for the benefit of the citizens of California (the "**Land Conservation Plan**" or "**LCP**"). The LCP includes, among other things, objectives to preserve and/or enhance the beneficial public values identified on each parcel of Watershed Lands.

G. California Civil Code §815. The Legislature of the State of California, as set forth in California Civil Code §815 *et seq.*, has found and declared it to be the public policy and in the public interest of this state to encourage the preservation of land in its predominantly natural, scenic, agricultural, historical, forested, or open-space condition,

and that it is "the public policy and in the public interest of this state to encourage the voluntary conveyance of conservation easements to qualified nonprofit organizations."

H. Grantee Qualified Nonprofit Organization. Grantee is a tax-exempt nonprofit organization qualified under §501(c)(3) of the Internal Revenue Code and is eligible to acquire and hold a perpetual conservation easement pursuant to §815.3(a) of the California Civil Code.

I. Grantor's Continuing Hydro Project Activities. Grantor has used and continues to use the Property for the purposes related to the generation of electricity from hydropower facilities and related to the delivery, storage, and consumptive and nonconsumptive use of water as described more fully on attached Exhibit B (the "**Hydro Project Activities**"). In furtherance of the Hydro Project Activities, Grantor has improved portions of the Property with some or all of the following: water- and power-related facilities, access roads, recreational facilities, buildings and other structures. The Governing Documents provide that "[c]onservation easements on Watershed Lands will include an express reservation of a right for continued operation and maintenance of hydroelectric facilities and associated water delivery facilities, including project replacements and improvements required to meet existing and future water delivery requirements for power generation and consumptive water use by existing users, compliance with any FERC license, FERC license renewal or other regulatory requirements."

J. Perpetual Protection of Beneficial Public Values. Grantee and Grantor intend through this Easement to ensure the perpetual protection of the beneficial public values on the Property as generally identified in the LCP, on and subject to the terms and conditions of this Easement. Specifically, the parties intend to assure that the beneficial public values as generally identified in the LCP that specifically exist on this Property and set forth on Exhibit D (the "**Beneficial Public Values**") will be protected and preserved in perpetuity and that uses of the Property that are inconsistent with protecting and preserving these Beneficial Public Values will be restricted, all as set forth in this Easement; provided, however, that Grantor shall retain all interests not transferred to Grantee by this Easement, including, but not limited to Grantor's Hydro Reserved Rights described in Section 7 below.

## **AGREEMENT**

In consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to California Civil Code §815 et seq., Grantor and Grantee further hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a perpetual "conservation easement" as defined by §815.1 of the Conservation Easement Act of 1979 (California Civil Code §815 et seq.) in gross, in, on, over and across the Property (the "**Conservation Easement**"), subject to and in accordance with the terms and conditions of this Easement.

2. Purpose. It is the purpose of this Easement to protect and preserve in perpetuity the Beneficial Public Values on the Property by restricting any use of the Property that will significantly impair the Beneficial Public Values, all subject to and in accordance with the terms and conditions of this Easement (the "**Purpose**"). As used in this Easement, the terms "impair" and "impairment" mean to diminish in quantity, quality, value, strength or viability. As used in this Easement, the terms "significant" and "significantly," when used with "impair" and "impairment," respectively, mean a greater than negligible adverse impact, for more than a transient period. The parties agree that Grantor's retention of certain rights specified in this Easement, including the Hydro Reserved Rights, is consistent with the Purpose of this Easement.

3. Baseline Documentation Report. The parties acknowledge that certain existing conditions particularly relevant to the Property are documented in a baseline documentation report (the "**Baseline Documentation Report**"). Grantor and Grantee each have a copy of the signed Baseline Documentation Report, executed by both parties to acknowledge their approval and receipt of the Baseline Documentation Report. The parties agree that the Baseline Documentation Report contains an accurate representation of such existing conditions of the Property as of the Effective Date, and is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of this Easement. The foregoing notwithstanding, if a dispute arises with respect to any of the conditions of the Property, the parties shall not be foreclosed from utilizing any and all other relevant documents, surveys, or other evidence or information to assist in the resolution of the dispute.

4. Commission and FERC. The terms and conditions of this Easement are subject to any conditions imposed by the Commission pursuant to **[Note: citation to decision/resolution to be inserted]** or by FERC pursuant to any hydroelectric project license for the Property or any applicable orders or regulations that FERC may issue from time to time. Notwithstanding anything to the contrary in this Easement, Grantor, its successors, and assigns have the right to perform any and all acts required by an order of FERC, or its successors, without the prior approval of Grantee or any other person. Grantor expressly reserves the right to comply with all FERC orders and regulations as they may be amended from time to time. In addition, Grantee shall comply with any information requests or reporting obligations required by the Commission or FERC, whether directly to the Commission or FERC, or through Grantor; provided that Grantor shall reimburse the reasonable costs and expenses incurred by Grantee in responding to such requests. Execution of this Easement by Grantor does not imply tacit Commission or FERC approval of a non-project use on the Property nor does it obligate Grantor to seek Commission or FERC approval for non-project uses proposed by Grantee.

5. Rights Conveyed to Grantee. Subject to the terms and conditions of this Easement, Grantor grants and conveys to Grantee the following affirmative rights:

5.1 Identification, Monitoring and Enforcement. The right to identify with Grantor the Beneficial Public Values of the Property, the right to monitor and enforce the protection and preservation of such Beneficial Public Values in accordance

with the terms of this Easement, the right to enforce the terms of this Easement, the right to enjoin any activity on the Property or other use of the Property which violates the terms of this Easement, and the right to enforce the restoration of such areas or features of the Property as may hereafter be damaged in violation of this Easement.

**5.2 Access.** The right for Grantee and Grantee's directors, officers, partners, members, managers, employees, contractors, subcontractors, consultants, representatives, agents, permittees and invitees ("**Grantee's Representatives**") to enter onto the Property at reasonable times, during normal business hours, not more than twice per calendar year and upon not less than ten (10) business days' advance written notice in order to monitor and inspect the Property, to enforce the rights which are granted herein, to determine whether the activities conducted on the Property are in compliance with the terms of this Easement, and to enforce the restoration of such areas or features of the Property as may have been damaged in violation of this Easement, all in compliance with the provisions of Section 10. Grantee will limit the number of Grantee Representatives entering the Property to those who are reasonably necessary to undertake the inspections, and such entry will be for no more days than are reasonably necessary to carry out the inspections. Grantor's representatives shall have the right to accompany Grantee's Representatives during bi-annual monitoring visits or on any other visit permitted by this Section 5.2. Notwithstanding the foregoing, Grantee shall also have the right of entry upon the Property upon not less than twenty-four (24) hours' advance written notice where such entry is necessary to (i) prevent, terminate, or mitigate a violation of the terms of this Easement; or (ii) monitor actions taken pursuant to the bi-annual inspections contemplated by this Section 5.2. All access and entry allowed under this Section 5.2 will be made in a manner that will not unreasonably interfere with the permitted use(s) of the Property by Grantor, its successors in interest, and any occupant(s) or user(s) of the Property and shall comply with any entry and access guidelines established by Grantor and restrictions contained in any Third Party Use Agreements. Without limiting the preceding sentence, Grantee shall comply with any and all of Grantor's on-site safety and security requirements and any other rules and regulations that may be implemented by Grantor. Grantee agrees to cooperate with Grantor and to abide by any and all orders or instructions issued by Grantor, its employees, agents or representatives. Upon request, if Grantee's employees or other representatives will be entering into restricted areas of the Property, Grantee shall have its employees who will be entering such areas attend PG&E safety presentations, so that such employees understand all safety precautions and protocols concerning high voltage transmission lines and the electrical substation.

**5.3 Grantee Signs.** Grantee shall have the right, but not the obligation, at its sole cost and expense, to erect, maintain, and/or remove, one or more reasonable, non-illuminated signs or other appropriate markers in locations on the Property visible from any public roads or other adjoining property, bearing information indicating (a) that the Property is protected by the Conservation Easement, and/or (b) the participation of Grantee and of any funder in the stewardship of the Conservation Easement, the wording, size, number, design, and location of which shall be decided upon by Grantee and Grantor, each exercising its reasonable discretion.

6. Prohibited Uses. Grantor will not engage in, or permit others to engage in, the prohibited uses set forth on Exhibit F hereto, except as otherwise provided therein (the "**Prohibited Uses**"), which Grantor and Grantee agree are inconsistent with the Purpose of this Easement.

7. Grantor's Reserved Rights.

7.1 Hydro and Other Reserved Rights. As provided in California Civil Code §815.4, all interests not expressly transferred and conveyed to Grantee by this Easement shall remain in Grantor, including the right to engage in and permit or invite others to engage in all uses of the Property not affected by this Easement nor prohibited by this Easement or by law. In compliance with §815.4, Grantor and Grantee acknowledge and agree that Grantor expressly reserves all rights accruing from the ownership of the Property and not expressly transferred and conveyed to Grantee by this Easement, including without limitation the right to engage in or permit or invite others to engage in all uses of the Property that do not significantly impair the Beneficial Public Values and are not expressly prohibited by this Easement. Without limiting the foregoing, Grantor shall have the right to engage in and permit or invite others to engage in the permitted uses set forth in Exhibit I (the "**Permitted Uses**"). In addition and notwithstanding any other provision of this Easement, Grantor expressly reserves the right to engage in or permit or invite others to engage in those uses set forth in Exhibit C ("**Hydro Reserved Rights**"), subject to the restrictions set forth in Sections 7.3 and 7.4 below.

7.2 Definitions. As used in this Section 7, the following defined terms shall have the meanings set forth below:

7.2.1 Anticipated Significant Actions. As used herein, "**Anticipated Significant Actions**" are (a) those Required Actions (which include Specified Required Actions pursuant to Section 7.2.3), that involve a Prohibited Use and/or that Grantor determines in Grantor's reasonable discretion exercised in good faith are likely to significantly impair one or more of the Beneficial Public Values, (b) Discretionary Actions that Grantor determines in Grantor's reasonable discretion exercised in good faith are likely to significantly impair one or more of the Beneficial Public Values, and (c) Permitted Uses that Grantor determines in Grantor's reasonable discretion exercised in good faith are likely to significantly impair one or more of the Beneficial Public Values. Except as provided in Section 7.3.1, no Grantee notification, consultation or consent shall be required for actions, activities or improvements that are not Anticipated Significant Actions.

7.2.2 Required Actions. As used herein, "**Required Actions**" are those intended actions, activities or improvements that Grantor determines in Grantor's sole discretion exercised in good faith are required on the Property by any one or more of the following: (a) the Commission, FERC, or any other governmental entity having jurisdiction over Grantor's use, ownership, operation, or management of the Property, including the Hydro Project Activities, or (b) any Applicable Law (as defined in Section 8), or (c) any Third Party Use Agreements, or (d) to comply with professional practices,

standards and/or policies governing the Hydro Project Activities. All references in this Agreement to "Required Actions" shall include Specified Required Actions (as defined below) unless otherwise noted.

**7.2.3 Specified Required Actions.** As used herein, "**Specified Required Actions**" are those Required Actions that require a specified action, activity or improvement on the Property, with respect to which Grantor has no material discretion over the specific details of implementation, including, without limitation, the manner, timing, and location of the Specified Required Action. Without limiting Grantor's notification obligations pursuant to Section 7.3.1 below, no Grantee consultation or consent shall be required with respect to any Specified Required Action.

**7.2.4 Discretionary Action.** As used herein, a "**Discretionary Action**" is an intended action, activity or improvement that is not a Required Action or a Permitted Use, and does not involve a Prohibited Use.

**7.2.5 Hydro Operating Zone.** As used herein, a "**Hydro Operating Zone**" is a spatially delineated area of the Property intended to primarily contain (or immediately adjacent to an area of the Property containing) Hydroelectric Facilities and Associated Water Delivery Facilities, as defined and described on Exhibit B hereto. The delineated Hydro Operating Zones, if any, are set forth on Exhibit G hereto; provided, however, that, subject to Sections 7.3 and 7.4 below, Grantor shall have the right, as a Discretionary Action governed by Sections 7.3 and 7.4 below, to expand, contract, add or remove Hydro Operating Zones from time to time.

**7.3 Annual Work Plan Notification, Consultation and Consent Requirements.**

**7.3.1 Delivery and Contents of Annual Work Plan.** No later than February 15th of each calendar year after the Effective Date, Grantor shall prepare and deliver to Grantee an annual work plan for the Property (an "**Annual Work Plan**"). In the Annual Work Plan, Grantor shall inform Grantee of the Anticipated Significant Actions Grantor anticipates undertaking on the Property during such calendar year. The Annual Work Plan shall include the following:

(a) a reasonably detailed description of the Anticipated Significant Actions Grantor intends to commence within such calendar year, together with a bullet point list of those actions Grantor intends to commence during such calendar year that Grantor determines do not constitute Anticipated Significant Actions;

(b) a bullet point list of all actions undertaken by Grantor during the immediately preceding calendar year that Grantor determined did not constitute Anticipated Significant Actions and were not described in a previous Annual Work Plan (or otherwise disclosed to Grantee);

(c) an indication of whether the Anticipated Significant Actions will occur within or outside of a Hydro Operating Zone;

(d) Grantor's determination of which Anticipated Significant Actions are Discretionary Actions;

(e) Grantor's determination of which Anticipated Significant Actions are Required Actions, including a reasonably detailed explanation of the basis for Grantor's determination;

(f) Grantor's determination of which Anticipated Significant Actions are Specified Required Actions, including a reasonably detailed explanation of the basis for Grantor's determination;

(g) Grantor's determination of which Anticipated Significant Actions are Permitted Uses, including a reasonably detailed explanation of the basis for Grantor's determination;

(h) Grantor's estimated timeline for commencement and completion of each of the Anticipated Significant Actions;

(i) a description of Grantor's anticipated efforts to avoid or minimize harm to or impairment of the Beneficial Public Values from the Anticipated Significant Actions;

(j) if and when available, Grantor shall use reasonable efforts to provide copies of any underlying filings (including filings, if any, under the California Environmental Quality Act), permits (e.g., burn permits, stream alteration permits, or timber harvest plans), orders or rulings associated with the Anticipated Significant Actions; and

(k) any Third Party Use Agreement renewals or replacements as contemplated by Section 9.1.2 below.

**7.3.2 Review of Annual Work Plan.** Grantor and Grantee shall meet (in person or electronically) within sixty (60) days after Grantee's receipt of the Annual Work Plan to review the Annual Work Plan. Grantee has the right to request reasonable additional information regarding actions identified in the Annual Work Plan. As part of the Annual Work Plan review process, Grantor and Grantee will consult on Express Third Party Uses as contemplated by Section 9.1 below and Informal Uses as contemplated by Section 9.2 below. Periodically, at such annual review meetings, the content requirements for the Annual Work Plan as set forth in Section 7.3.1 above may be modified, confirmed by mutual written agreement of the parties.

**7.3.3 Anticipated Significant Actions within Hydro Operating Zones.** Without limiting Grantor's notification obligations pursuant to Section 7.3.1 above, no Grantee consultation or consent shall be required with respect to any Anticipated Significant Actions within a Hydro Operating Zone.

**7.3.4 Anticipated Significant Actions Outside Hydro Operating Zones.** The following provisions shall apply with respect to Anticipated Significant Actions outside of a Hydro Operating Zone:

(a) **Specified Required Actions.** Without limiting Grantor's notification obligations pursuant to Section 7.3.1 above, no Grantee consultation or consent shall be required with respect to any Specified Required Actions outside of a Hydro Operating Zone.

(b) **Other Required Actions and Permitted Uses.** With respect to Required Actions and Permitted Uses disclosed in the Annual Work Plan that are not Specified Required Actions and are to be undertaken outside of a Hydro Operating Zone, Grantor and Grantee agree that, at or prior to the meeting to review the Annual Work Plan, Grantee may (but shall be under no obligation to) propose alternative methods and practices to avoid or minimize harm to or impairment of one or more Beneficial Public Values by such Anticipated Significant Actions ("**Proposed Methods and Practices**"). Grantor shall implement the Proposed Methods and Practices, to the extent Grantor determines in its sole discretion exercised in good faith that the Proposed Methods and Practices (i) may be implemented in a commercially reasonable manner balancing the harm to Beneficial Public Values with any increased cost or burden to Grantor, (ii) where applicable, will allow for the completion of a Required Action in a timely manner, and (iii) are reasonably likely to avoid potential harm to or impairment of one or more Beneficial Public Values. If Grantor determines that one or more of the foregoing conditions has not been satisfied, Grantor shall specify the reasons for this determination in detail, and Grantor and Grantee shall cooperate in good faith and with diligence to attempt to resolve Grantor's objections to Grantee's Proposed Methods and Practices consistent with this paragraph.

(c) **Discretionary Actions.** With respect to Discretionary Actions disclosed in the Annual Work Plan that are to be undertaken outside of a Hydro Operating Zone, such Discretionary Actions shall be subject to Grantee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed by Grantee. If Grantee fails to grant or deny Grantor's request for consent within one hundred eighty (180) days following Grantee's receipt of Grantor's request for consent, Grantee shall be deemed to have consented to the particular Discretionary Action described in the request. If Grantee withholds its consent to such proposed Discretionary Action to be undertaken outside of a Hydro Operating Zone, Grantee shall specify its objections in detail and, wherever possible, propose commercially reasonable alternatives, methods and/or practices to avoid or mitigate harm to or impairment of the Beneficial Public Values while substantially achieving the purposes of Grantor's proposed Discretionary Action. Grantor and Grantee shall cooperate in good faith and with diligence to attempt to resolve Grantee's objections in a manner that sufficiently mitigates Grantee's objections to its reasonable satisfaction.

**7.4 Anticipated Significant Actions Not Identified in Annual Work Plan.** If Grantor intends to undertake an Anticipated Significant Action not identified in an Annual Work Plan, Grantor shall notify Grantee (a "**Notice of Action**"), and include the

information required by Section 7.3.1 above. Additionally, Grantor and Grantee shall meet (in person or electronically) within sixty (60) days after Grantee's receipt of the Notice of Action to review Grantor's proposed Anticipated Significant Actions. Any Anticipated Significant Action (other than a Specified Required Action) identified in a Notice of Action which is proposed to occur outside of a Hydro Operating Zone shall be subject to Section 7.3.4 above. Where this Section 7.4 applies, references to the "Annual Work Plan" in Section 7.3.4 above shall be deemed to be references to the applicable Notice of Action except that Grantor shall not be required to provide the list of actions set forth in Section 7.3.1(b) above.

**7.5** Emergency Actions. Notwithstanding any other provisions of this Section 7, in the case of an emergency or other exigent circumstance affecting the safety of persons and/or property, Grantor may exercise its Hydro Reserved Rights and take any other remedial actions in an unrestricted manner on all or any portion of the Property within or outside of a Hydro Operating Zone without consultation with Grantee and without Grantee's consent. Grantor shall provide copies of any required notifications to applicable regulatory agencies of the emergency action and shall notify Grantee of those emergency actions taken, such notice to be provided to Grantee as soon as practicable but in any event within thirty (30) days after the emergency action has occurred.

**7.6** Water Rights. The Parties acknowledge that Grantor's exercise of water rights relating to water located or flowing on or under the Property, including those described in Exhibit C, are governed by this Section 7.

**8.** Responsibility for Operations. Nothing in this Easement shall be construed as giving any right or ability to Grantee to exercise physical or managerial control of the day-to-day operations of the Property or of Grantor's activities on the Property. Grantor shall have and retain all responsibility for, and shall bear all costs and liabilities of, the ownership of the Property. In connection with Grantor's use or occupancy of the Property, Grantor shall have and retain all responsibility for, and shall bear all costs and liabilities of, compliance with any present and future applicable laws, ordinances, rules, regulations, permits, licenses, authorizations, orders and requirements, whether or not in the current contemplation of the parties, which may affect or be applicable to the Property or any part of the Property (including, without limitation, any subsurface area), all consents or approvals required to be obtained from, and all rules and regulations of, and all building and zoning laws of, all federal, state, county and municipal governments, the departments, bureaus, agencies or commissions thereof, or any other governmental or quasi-governmental body or bodies exercising similar functions, having or acquiring jurisdiction of the Property (in each case, an "**Applicable Law**"), except as expressly stated otherwise in this Easement. Without placing any limitation on the foregoing sentence, the parties agree as follows:

**8.1** Condition of Property. Grantee shall have no duty or responsibility for (a) the operation or maintenance of the Property except to the extent specifically undertaken by Grantee as permitted under this Easement, (b) the monitoring of any

hazardous conditions thereon, or (c) the protection of Grantor, the public, or any other person or entity from any risks relating to conditions on the Property.

**8.2** Taxes. Grantee shall have no duty or responsibility for real property taxes and assessments levied on the Property.

**8.3** Permits and Approvals. Grantor shall be solely responsible for obtaining any and all applicable governmental permits and approvals for, and otherwise complying with all Applicable Laws relating to, any activity or use of the Property by Grantor which is permitted by this Easement; provided, however, Grantor shall have no responsibility pursuant to this Easement for obtaining permits and approvals required on behalf of unrelated third parties who occupy or use the Property or for an unrelated third party's failure to comply with Applicable Laws. Grantee shall be solely responsible for obtaining any and all applicable governmental permits and approvals for, and otherwise complying with all Applicable Laws relating to, any activity or use of the Property by Grantee which is permitted by this Easement.

**8.4** Limitation on Restoration Obligations. Nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after (a) any Act of God, which includes, without limitation, fire, climate change, flood, storm, earth movement, or natural evolutionary changes in the condition of the Property from that described in the Baseline Documentation Report; (b) any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property or to any person resulting from such causes; or (c) the non-permitted acts of unrelated third parties so long as Grantor has satisfied its obligations under Section 9.3.

**9.** Third Party Use of the Property.

**9.1** Express Third Party Uses. Exhibit H hereto describes the existing third party uses of the Property permitted with the express agreement of Grantor ("**Express Third Party Uses**"). Subject to Section 7 above, Express Third Party Uses shall also include any future third party use implemented by Grantor as a Required Action or as a Discretionary Action approved by Grantee in accordance with Section 7. Grantor retains the right to maintain, renew, and replace all agreements memorializing the Express Third Party Uses ("**Third Party Use Agreements**") and to engage in all activities reasonably required to comply with Grantor's obligations with respect to the Express Third Party Uses, subject to the following conditions:

**9.1.1** Increases in Intensity or Expansion of Location or Size or Change in Use. Any (i) increase in the intensity, or (ii) expansion of the location or size, or (iii) a change in the use, of an Express Third Party Use (whether through a new agreement or an amendment to an existing agreement), that Grantor determines in Grantor's reasonable discretion exercised in good faith is likely to significantly impair the Beneficial Public Values shall be subject to Grantee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed by Grantee, except

if such change in Express Third Party Use constitutes a Required Action in which case the consultation provisions of Section 7 above shall apply.

**9.1.2 Renewal or Replacement of Third Party Use Agreements.**

All Third Party Use Agreements existing on the date hereof are identified on Exhibit H. As Third Party Use Agreements are renewed or replaced (either with the existing user or a new user), Grantor, in consultation with Grantee as part of the Annual Work Plan consultation in accordance with Section 7.3 above, shall include contractual provisions to bring the continuation of the Express Third Party Use and the preservation of the Beneficial Public Values into alignment to the fullest extent reasonably practicable.

**9.1.3 Consultation on Express Third Party Uses.**

As part of the Annual Work Plan review process under Section 7.3 above, Grantor and Grantee will consult on existing Express Third Party Uses, including recommendations, if any, on how to bring the Express Third Party Uses and the preservation of the Beneficial Public Values into alignment to the fullest extent reasonably practicable.

**9.1.4 Enforcement of Third Party Use Agreements.**

If Grantor or Grantee discovers any default under a Third Party Use Agreement that significantly impairs the Beneficial Public Values (and if Grantee makes such discovery, Grantee gives Grantor written notice thereof), Grantor shall use reasonable efforts to enforce such Third Party Use Agreement or otherwise remedy such violation, at Grantor's sole expense.

**9.2 Informal Uses and Public Access.**

Grantor and Grantee recognize that the Property has been used by third parties for recreational, cultural, and other non-commercial or informal purposes without formal written agreements to conduct such activities (the "**Informal Uses**"). Grantor and Grantee further recognize that access is inherent or may be inherent in the enjoyment of the Beneficial Public Values and the Informal Uses. Consistent with the objectives articulated in the Governing Documents to provide continued reasonable access by the public to the Watershed Lands, Grantor shall allow public access to the Property (other than Hydro Operating Zones) that is substantially consistent with the public access existing on the Effective Date, subject to Section 7 and the following limitations:

**9.2.1 Rules and Regulations.**

Grantor reserves the right to make reasonable rules and regulations to control, limit, or, as necessary, exclude Informal Uses and public access.

**9.2.2 Liability Limitation.**

Grantor and Grantee claim all of the rights and immunities against liability for injury to the public to the fullest extent allowable by law.

**9.2.3 Periodic Review of Informal Uses.**

As part of the Annual Work Plan review process under Section 7.3 above, Grantor and Grantee will consult on Informal Uses, including recommendations made by Grantor or Grantee, if any,

regarding the necessity of controlling, limiting or excluding the Informal Uses to ensure the preservation of the Beneficial Public Values.

**9.3 Unauthorized Third-Party Uses.** If Grantor or Grantee discovers any unauthorized third-party use or activity on the Property (not including any third party violation covered by Section 9.1.4 above) that violates the terms of this Easement (and if Grantee makes such discovery, Grantee gives Grantor written notice thereof), Grantor shall use reasonable efforts, in consultation with Grantee, to stop or prevent any such unauthorized use of the Property, at Grantor's sole expense; provided that in no event shall Grantor's obligations under this Section 9.3 require Grantor to pursue legal action or incur other substantial costs. If Grantee demonstrates that Grantor's efforts in compliance with this Section 9.3 have not prevented, or are unlikely to prevent, the unauthorized third-party use or activity on the Property that violates the terms of this Easement, Grantee may meet and confer with Grantor to propose additional efforts to prevent such use or activity which Grantee may undertake, at Grantee's sole expense. Grantor shall consider such proposal in good faith and, if Grantor permits Grantee to use such additional efforts, the scope and duration of such efforts shall be determined by Grantor, and Grantee shall comply with any requirements imposed by Grantor in connection with such efforts.

## **10. Enforcement and Remedies.**

**10.1 Procedures Upon Violation.** If a party hereto (the "**Non-Breaching Party**") determines there is a breach of the terms of this Easement or that a breach is threatened, written notice of such breach (the "**Notice of Breach**") and a demand for corrective action sufficient to cure the breach shall be given by the Non-Breaching Party to the party allegedly breaching this Easement (the "**Breaching Party**"). Within fourteen (14) days after delivery of a Notice of Breach, Grantor and Grantee shall meet at a location in each County where the Property is located or as otherwise agreed to by the parties to discuss the circumstances of the alleged or threatened breach and to attempt to agree on appropriate corrective action. If the parties mutually determine that it is appropriate and desirable, a duly qualified expert in the subject matter of the alleged breach (the "**Consulting Expert**") shall attend the meeting. Grantor and Grantee shall each pay one-half of the costs of retaining the services of the Consulting Expert for such discussion; provided, however, that if Grantor and Grantee are unable to agree upon a Consulting Expert, each party may retain the services of an expert at its own expense. If Grantor and Grantee are unable to agree on appropriate corrective action (or if any such corrective action is required) within thirty (30) days after such meeting, then the Non-Breaching Party may, at its election, deliver a further written notice to the Breaching Party to demand reasonable, particular corrective action to cure the breach (the "**Notice of Easement Violation**"). If a violation is not cured within thirty (30) days after the delivery of the Notice of Easement Violation, or if the cure reasonably requires more than thirty (30) days to complete and there is failure to begin the cure within the 30-day period or failure to continue diligently to complete the cure, the Non-Breaching Party may commence litigation in accordance with Section 10.2 below.

**10.2 Litigation.** If the parties are not able to resolve a claim or dispute pursuant to Section 10.1 above, the Non-Breaching Party may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance with the terms of this Easement, to recover any damages to which Non-Breaching Party may be entitled for violation of the terms of this Easement, or for any other legal or equitable relief available under California law, including, but not limited to, temporary or permanent injunctive relief, monetary damages and/or any other form of relief required to achieve the restoration of the Property to the condition in which it existed prior to any violation. To the extent that Grantee recovers any monetary damages for the cost of restoring any injury or damage to a portion of the Property that is caused by Grantor's breach of this Easement, all such damages recovered by Grantee (after appropriate costs of suit are reimbursed) shall be applied to the cost of undertaking any corrective action to the applicable portion of the Property. Notwithstanding anything to the contrary contained in this Easement, in no event shall the Breaching Party be liable to the Non-Breaching Party for, and the parties each hereby waive their right to, any indirect, special, punitive, or consequential damages resulting from the Breaching Party's breach of this Easement, whether foreseeable or unforeseeable.

**10.3 Emergency Injunctive Relief.** If circumstances require immediate action to prevent or mitigate a violation of this Easement and the Non-Breaching Party reasonably determines that irreparable harm would result if the Non-Breaching Party were required to complete the process set forth in Section 10.1, the Non-Breaching Party may proceed immediately to seek an injunction to stop the violation, temporarily or permanently.

**10.4 Remedies Cumulative.** The remedies described in this Section 10 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in California Civil Code §815 *et seq.*, inclusive. The failure of a party to discover a violation or to take immediate legal action shall not bar taking such action at a later time. Nothing in this Section 10 precludes Grantor and Grantee from agreeing to mediation or another non-judicial dispute resolution process.

**10.5 Costs of Enforcement.** All costs incurred in enforcing the terms of this Easement, including, but not limited to, costs of suit and reasonable attorneys' fees as set forth in Section 20.11, shall be borne by the Breaching Party, but only to the extent that a breach of this Easement is determined to have occurred. If, after the Non-Breaching Party delivers a Notice of Easement Violation, it is determined that there was no breach of this Easement by the Breaching Party, the Non-Breaching Party shall pay all of the Breaching Party's costs and expenses incurred in connection with the alleged breach.

**10.6 No Waiver.** Enforcement of this Easement against a party shall be at the discretion of the Non-Breaching Party, and any forbearance by the Non-Breaching Party to exercise its rights under this Easement in the event of any breach of any term of this Easement shall not be deemed or construed to be a waiver by the Non-Breaching Party of such term or of any subsequent breach of the same or any other

term of this Easement or of any of such party's rights under this Easement. No delay or omission by the Non-Breaching Party in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. A party's permission to the other party to carry out, or failure to object to, any proposed use or activity by the other party shall not constitute consent to any subsequent use or activity of the same or different nature.

## **11. Indemnification and Insurance.**

**11.1 Indemnification by Grantee.** Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless Grantor, its parent corporation, subsidiaries, affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (collectively, "**Grantor Indemnitees**") from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, experts' fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "**Claims**") arising out of or in connection with this Easement or the Property to the extent caused by the negligence or willful misconduct of the Grantee Indemnitees.

**11.2 Indemnification by Grantor.** Grantor shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless Grantee, its parent corporation, subsidiaries, affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (collectively, "**Grantee Indemnitees**") from and against all Claims arising out of or in connection with this Easement or the Property except to the extent caused by the negligence or willful misconduct of the Grantee Indemnitees.

**11.3 Release.** Entry onto the Property by Grantee and Grantee's Representatives shall be at Grantee's sole risk and expense, and Grantee accepts all risk relating to the condition of the Property. Notwithstanding the provisions of Section 11.2, Grantor shall not be liable to Grantee for, and to the maximum extent permitted by law, Grantee hereby waives and releases Grantor and the other Grantor Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss to Grantee and/or Grantee's Representatives resulting from or attributable to any occurrence relating to the condition of the Property, except if arising solely from Grantor's gross negligence or willful misconduct.

**11.4 Insurance.** Grantee shall procure, carry and maintain in effect during all access to the Property throughout the term of this Easement the insurance specified in Exhibit E hereto, provided that Grantor reserves the right to periodically review and reasonably modify the insurance requirements specified in Exhibit E in effect to be generally consistent with requirements of other prudent property owners allowing access to their properties by conservation easement holders. All insurance shall be written on forms and with insurance carriers acceptable to Grantor in its commercially reasonable judgment. Prior to Grantee's initial entry onto the Property, and thereafter at least thirty (30) days prior to the expiration date of any policy, Grantee shall provide Grantor with evidence of the insurance coverage, or continuing coverage, as applicable,

satisfying the requirements of this Section 11.4 and Exhibit E. Grantee is also responsible for causing Grantee's agents and contractors entering the Property to comply with the insurance requirements of this Easement at all relevant times, the insurance being specified in Exhibit E. Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold the Grantor Indemnitees harmless against claims, losses, costs (including attorneys' fees and costs), liabilities and damages resulting from the failure of Grantee, or any of Grantee's consultants, contractors or subcontractors, to comply with the insurance requirements set forth in this Section 11.4 and Exhibit E. Except for the right to access the Property under Section 5.2 above, which shall be conditioned upon carrying insurance required herein, no failure to carry such insurance or to provide a certificate thereof by any such deadline shall alter or affect in any manner any of the rights or obligations of the parties under or with respect to this Easement. The foregoing insurance requirements shall not apply in the event that the Grantee is a governmental agency with a self-insurance program reasonably acceptable to Grantor.

## **12. Grantee Transfer of Easement.**

### **12.1 Voluntary Transfer.**

12.1.1 If Grantee desires to assign its interest under this Easement, Grantee shall provide Grantor and the Sierra Nevada Conservancy, a California state agency ("**SNC**") with written notice of such intention to transfer to an assignee which is (a) qualified to hold a conservation easement under §815.3 of the California Civil Code; and (b) willing and with the financial capability (taking into account any stewardship funds to be transferred by Grantee with this Easement) and organizational experience to assume all of the responsibilities imposed on Grantee under this Easement; and (c) acceptable to Grantor in its reasonable discretion. Grantee shall allow the SNC, in consultation with Grantor, a period of not less than sixty (60) days within which to approve the proposed assignee, which approval shall not be unreasonably withheld and shall be based on whether the proposed assignee meets the designation criteria specified in this Section 12.1.1.

12.1.2 Grantee is responsible for identifying a suitable assignee pursuant to Section 12.1.1. However, if a suitable assignee is not identified, then SNC shall have sole discretion to elect to become the assignee of Grantee's interest hereunder.

12.1.3 As conditions to any assignment of Grantee's interest under this Easement, Grantee shall (a) require the assignee to expressly agree in writing to assume Grantee's obligations hereunder, and (b) ensure that such assignee has the resources to fulfill its obligations under this Easement. Notwithstanding anything in this Section 12.1 to the contrary, this Easement shall not be transferred by Grantee to any governmental entity, public agency or Native American tribe without the consent of the Grantor, which consent shall be in Grantor's sole discretion exercised in good faith.

**12.2 Involuntary Transfer.** If Grantee ever ceases to exist or no longer qualifies under §815.3 of the California Civil Code, the Stewardship Council (or its designee), or if the Stewardship Council (or its designee) shall cease to exist, the Attorney General of the State of California, shall petition a court of competent jurisdiction to transfer this Easement to an organization that meets all of the designation criteria specified in Section 12.1.

**13. Subsequent Property Transfers by Grantor.**

**13.1 Rights of Grantor.** Subject to the provisions of Sections 7 and 9 above, this Section 13, Section 20.12 below, and Exhibit F, Paragraph 1 below, Grantor shall have the unrestricted right to sell, encumber, or otherwise transfer the Property or portions thereof to anyone Grantor chooses. Notwithstanding the foregoing, Grantor shall disclose the existence of this Easement (including reference to the recording information) in any deed or other legal instrument by which Grantor divests itself of a real property interest in all or a portion of the Property, including, without limitation, a leasehold interest, and all such conveyances shall be made expressly subject to the terms of this Easement. Grantor shall notify Grantee periodically of any contemplated grants by Grantor to any third party of any interest in any portion of the Property, whether such interest is a fee, easement, lease, mortgage or other interest. Additionally, Grantor shall notify Grantee in writing not more than thirty (30) days after any grant by Grantor to any third party of any interest in any portion of the Property, whether such interest is a fee, easement, lease, mortgage or other interest. The failure of Grantor to perform any act required by this Section 13 shall not impair the validity of this Easement or limit its enforcement in any way or create any obligation on the part of Grantee. Grantor recognizes that Grantee may incur direct and indirect costs for monitoring and administration of the Conservation Easement in the event fee title to the Property is transferred under this provision. Accordingly, upon Grantor's sale, transfer or conveyance of fee title of the Property, partially or in its entirety, Grantor shall pay, or cause to be paid, to Grantee a one-time payment of a sum representing the increased cost of such Conservation Easement stewardship, as reasonably determined at such time by Grantee. Such one-time payment shall be in addition to any reimbursements required pursuant to Section 13.2.4 or Section 17 of this Easement.

**13.2 Potential Release of Hydro Reserved Rights.**

**13.2.1 Conveyance of Entire Property.** In the event:

(a) Grantor intends to transfer fee title to the entire Property to an unaffiliated third party;

(b) the Hydro Project Activities and any uses and facilities that are unrelated to the Hydro Project Activities but undertaken as a Required Action at the Property have been formally and permanently terminated by Grantor and, as appropriate, decommissioned pursuant to a regulatory proceeding; and

(c) no Hydroelectric Facilities and Associated Water Delivery Facilities, nor other facilities unrelated to Hydro Project Activities installed pursuant to a Required Action are located at the Property,

then, subject to any final orders or decommissioning requirements issued by the FERC and/or other agency(ies) with jurisdiction over the Hydro Project Activities and such other unrelated uses prior to said transfer of the entire Property, Grantor shall release, relinquish and forever terminate, in a manner that shall be binding upon all successors in interest to the Property, (i) all rights of Grantor described in Exhibit C, (ii) the exceptions to the Prohibited Uses for Required Actions and Specified Required Actions set forth in Exhibit F, (iii) the exceptions to the Prohibited Uses in Exhibit F relating to activities within the Hydro Operating Zone, and (iv) Permitted Uses, to the extent related to the Hydro Project Activities, as set forth in Exhibit I (items (i), (ii), (iii) and (iv) being referred to collectively as the "**Reservations**"). Following such release, relinquishment and termination of Reservations, all Anticipated Significant Actions (except for Prohibited Uses and continuing Permitted Uses) shall be subject to Grantee's consent as Discretionary Actions and the Easement shall be interpreted more restrictively in a manner recognizing the release of Reservations. Additionally, following such release, relinquishment and termination of Reservations, the forest management activities specified in Section 9 of Exhibit I shall continue as Permitted Uses, but shall be subject to Grantee's consent as Discretionary Actions.

**13.2.2 Partial Conveyance.** In the event:

(a) Grantor intends to transfer fee title to less than the entire Property (the "**Transferred Parcel**") to an unaffiliated third party;

(b) the Hydro Project Activities and any uses and facilities that are unrelated to the Hydro Project Activities but undertaken as a Required Action at the Transferred Parcel have been formally and permanently terminated by Grantor and, as appropriate, decommissioned pursuant to a regulatory proceeding; and

(c) no Hydroelectric Facilities and Associated Water Delivery Facilities, nor other facilities unrelated to Hydro Project Activities installed pursuant to a Required Action are located at the Transferred Parcel,

then, subject to any final orders or decommissioning requirements issued by the FERC and/or other agency(ies) with jurisdiction over the Hydro Project Activities and such other unrelated uses, prior to said transfer of the Transferred Parcel, Grantor shall release, relinquish and forever terminate, in a manner that shall be binding upon all successors in interest to the Transferred Parcel, the Reservations with respect to the Transferred Parcel. Following such release, relinquishment and termination of Reservations, all Anticipated Significant Actions (except for Prohibited Uses and continuing Permitted Uses) on the Transferred Parcel shall be subject to Grantee's consent as Discretionary Actions and the Easement shall be interpreted more restrictively in a manner recognizing the release of Reservations as to the Transferred

Parcel. Additionally, following such release, relinquishment and termination of Reservations, the forest management activities specified in Section 9 of Exhibit I on the Transferred Parcel shall continue as Permitted Uses, but shall be subject to Grantee's consent as Discretionary Actions.

**13.2.3 Grantor's Continuing Reserved Rights.** Nothing in Section 13.2.2 shall limit the rights of Grantor in this Easement with respect to the portion of the Property retained by Grantor.

**13.2.4 Easement Amendment.** In the event of a conveyance and release of Reservations pursuant to this Section 13.2, Grantor and Grantee may agree to amend this Easement, or to create a separate Easement for the Transferred Parcel and for the remaining portion of the Property in accordance with Section 17, to reflect the release of Reservations and, where appropriate, to reflect separate ownership of the Transferred Parcel and the remainder of the Property. In accordance with Section 17 below, Grantor shall reimburse Grantee for all reasonable costs incurred in connection with the drafting, review, negotiation, approval and recording of any amendment or separate Easement pursuant to this Section, including costs incurred in consideration of whether an amendment and/or new Easement(s) is/are necessary or appropriate.

**13.2.5 Transfer Restrictions Remain Applicable.** Nothing herein shall affect Grantor's obligations under Section 1 of Exhibit F.

#### **14. Extinguishment and Condemnation.**

**14.1 Extinguishment.** If circumstances arise in the future such as render the Purpose of this Easement impossible to accomplish, this Easement shall only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Grantor's economic hardship shall not be a reason to extinguish this Easement.

**14.2 Condemnation.** If all or part of the Property is taken by the exercise of the power of eminent domain by a public, corporate, or other authority, whether permanent or temporary, including a private sale in lieu of eminent domain, so as to abrogate the restrictions imposed by the Conservation Easement, Grantor and Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. All compensation thereby awarded will belong and be paid to Grantor and Grantee in proportion to their respective interests in the Property as determined pursuant to Section 14.3, it being expressly agreed that the Conservation Easement constitutes a compensable property right. All expenses incurred by Grantor and Grantee in such action shall be paid out of the recovered proceeds. Grantor and Grantee acknowledge that any and all awards to Grantor and Grantee may be subject to the approval of the Commission and/or the FERC.

**14.3 Proceeds.** Pursuant to California Civil Code §815.2(a) this Easement constitutes a real property interest immediately vested in Grantee. It is

acknowledged by the parties that the purposes of establishing the value of this property right and enforcing the rights of Grantee with respect thereto is to prevent a private windfall and to protect the public investment which is involved in the conveyance of the Conservation Easement. That being the case, the parties stipulate that, for the purpose of determining the ratio for proportionate value of each party's respective interest in the Property at the time of termination or extinguishment of the Conservation Easement, the value of the Conservation Easement shall be the difference between (a) the current fair market value of the fee interest in the Property at the time of termination, as if unencumbered by the Conservation Easement, but taking into account all other existing restrictions on the improvement, construction, alteration, expansion, development, use, maintenance or operation of all or any portion of the Property (e.g., zoning laws, land use laws or other governmental laws, codes, regulations or ordinances, and private restrictions such as covenants, restrictions and agreements), and (b) the current fair market value of the Property at the time of termination, as encumbered by the Conservation Easement, but taking into account all other existing restrictions on the improvement, construction, alteration, expansion, development, use, maintenance or operation of all or any portion of the Property (e.g., zoning laws, land use laws or other governmental laws, codes, regulations or ordinances, and private restrictions such as covenants, restrictions and agreements). The values shall be determined by an appraisal prepared by a qualified appraiser familiar with appraising conservation easements jointly selected by Grantor and Grantee. The cost of the appraisal shall be paid out of proceeds in proportion to the recoveries of Grantor and Grantee. There shall be no restriction on Grantor's or Grantee's use of proceeds received pursuant to this Section 14.3.

**15. Estoppel Certificates.** Grantee shall, within thirty (30) days after receiving Grantor's written request therefor (not to exceed once during any twelve (12) month period), execute and deliver to Grantor a document certifying, to the actual knowledge of the person executing the document without any duty of investigation, that Grantor is in compliance with any obligation of Grantor contained in this Easement, or otherwise evidencing the status of such obligation to the extent of Grantee's actual knowledge thereof, as may be reasonably requested by Grantor.

**16. Notices.** Any notice or other communication required or permitted under this Easement 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, UPS, or Airborne Express, addressed to the parties as follows:

If to Grantor:

If by registered or certified mail, return receipt requested:

Director, Land Management  
Pacific Gas and Electric Company  
P.O. Box 770000, Mail Code N10A  
San Francisco, CA 94177  
Re: Land Conservation Commitment

With a copy to:

Law Department  
Pacific Gas and Electric Company  
P.O. Box 7442  
San Francisco, CA 94120  
Attn: Managing Counsel, Commercial and Transactions  
(Real Estate)  
Re: Land Conservation Commitment

If by personal delivery or overnight courier:

Director, Land Management  
Pacific Gas and Electric Company  
245 Market Street, Room 1051  
San Francisco, CA 94105  
Re: Land Conservation Commitment

With a copy to:

Law Department  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B30A  
San Francisco, CA 94105  
Attn: Managing Counsel, Commercial and Transactions  
(Real Estate)  
Re: Land Conservation Commitment

If to Grantee:

Placer Land Trust  
Attention: Executive Director  
922 Lincoln Way, Suite 200  
Auburn, CA 95603

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. Either party may change the address for notice by giving notice to the other party in accordance with this Section 16.

**17. Amendment.** This Easement may not be amended, except by written amendment executed by Grantor and Grantee or their respective successors and assigns and recorded in the official public records of the jurisdiction where the Property is located. If circumstances arise under which an amendment would be appropriate, any such amendment shall be consistent with Grantee's conservation easement amendment policy(ies), and the Purpose of this Easement, including continuing to protect and preserve the Beneficial Public Values, and shall not affect the perpetual duration of this Easement or the qualification of the Conservation Easement as a

conservation easement under California Civil Code §815 *et seq.* (or successor thereto). Grantee shall promptly record the amendment in the official records of each County in which the Property is located, and shall thereafter promptly provide a conformed copy of the recorded amendment to Grantor. The party requesting the amendment shall reimburse the non-requesting party for all reasonable costs incurred in connection with the drafting, review, negotiation, approval and recording of such amendment. Grantor shall be deemed to be the "party requesting the amendment" in connection with any amendment and/or new conservation easement(s) pursuant to Section 13 above and the "reasonable costs incurred" shall include consideration of whether an amendment and/or new conservation easement(s) is/are necessary or appropriate.

**18. Hazardous Substances.**

**18.1 Definitions.** The following terms have the meanings ascribed to them below for purposes of this Easement:

**18.1.1 "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, without limitation, 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.

**18.1.2 "Hazardous Substances"** means any hazardous or toxic material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government under any Environmental Requirements, including, without limitation, 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 import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto; 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) which 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

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

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

(f) which contains radon gas.

18.1.3 "**Necessary Remediation**" means Remediation required by any governmental agency which has jurisdiction over the Remediation pursuant to the Environmental Requirements.

18.1.4 "**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 from the Property and any other property to which Hazardous Substances originating on the Property have migrated or may migrate in the future, and the repair and restoration of the Property, and restoration and mitigation of affected natural resources, regardless of whether such actions are required by Environmental Requirements.

## 18.2 Allocation of Responsibility for Hazardous Substances.

18.2.1 Generally. Grantor shall (as between Grantor and Grantee) bear the cost for the Necessary Remediation of Hazardous Substances.

18.2.2 Environmental Reports. Grantor, as part of the Land Conservation Commitment has prepared certain environmental reports concerning the Property. Copies of these environmental reports have been provided to Grantee.

18.2.3 Grantor Responsibility for the Cost of Necessary Remediation. Grantor shall retain responsibility for the cost of Necessary Remediation of Hazardous Substance releases in soil and groundwater, whether occurring in the past or at any time in the future, which are present on the Property, provided that Grantee did not cause, in whole or in part, such Hazardous Substance contamination.

18.2.4 No Owner or Operator Liability. The parties do not intend this Easement to be, and this Easement shall not be, construed such that it creates in or gives to Grantee any of the following solely as the result of being a holder of the Conservation Easement:

(a) The obligations or liability of an "owner" or "operator" or "arranger," as those terms are defined and used in Environmental Requirements;

(b) The obligations or liabilities of a person described in 42 U.S.C. §9607(a)(3) or (4);

(c) The obligations of a responsible person under any applicable Environmental Requirements;

(d) The right to investigate and remediate any Hazardous Substances associated with the Property; or

(e) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Substances associated with the Property.

**18.3 Hazardous Substances Indemnification.**

**18.3.1 By Grantor.** Grantor agrees and covenants, at its sole cost and expense, to indemnify, protect, defend and hold Grantee 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, penalties, fines, taxes, obligations, controversies, debts, expenses, accounts, damages (including, without limitation, punitive damages), judgments and liabilities of whatever kind or nature, and by whomsoever asserted, in law, equity or otherwise, including, without limitation, 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 Hazardous Substances present at the Property, alleged to be present there, or otherwise connected in any way to the Property, whether before, on, or after the date of this Easement (collectively, "**Environmental Claims**"), except to the extent caused, in whole or in part, by the negligent or intentional act of Grantee.

**18.3.2 By Grantee.** Grantee agrees and covenants, at its sole cost and expense, to indemnify, protect, defend and hold Grantor harmless, from and against any and all Environmental Claims, to the extent caused, in whole or in part, by the negligent or intentional act of Grantee.

**19. Carbon Rights.**

**19.1 Promotion of Climate Stability.** Grantor and Grantee anticipate that the protection and preservation of the Beneficial Public Values will promote climate stability, especially the ability of the forest to store atmospheric carbon as a means to mitigate global warming, which is recognized as being of public benefit by the 1993 United Nations Framework Convention on Climate Change, the federal Energy Policy Act of 1002, section 1605(a) and (b), the United States Climate Challenge Program, the

2007 reports of the International Panel on Climate Change, and California legislation such as that embodied in Fish and Game Code Section 1356.

**19.2 Reservation of Carbon Rights.** Grantor exclusively reserves to itself, and to its personal representatives, heirs, successors and assigns, any and all carbon rights and obligations appurtenant to or accruing from the Property as may exist as of the date of recordation of this Easement or as may be granted, discovered, created, declared or developed in the future, including, but not limited to, the right to (subject to and in accordance with Section 7 hereof) use, store, sequester, accumulate, and/or depreciate carbon within or on the Property and the right to trade, sell, transfer, or lease these rights. Grantor and Grantee acknowledge and agree that these carbon rights are consistent with the Beneficial Public Values, and this Easement shall not extinguish or otherwise impair the carbon rights and obligations appurtenant to or accruing from the Property.

**19.3 Carbon Certification.** In furtherance of Grantor's exercise of the carbon rights reserved hereunder, Grantor may elect to enter into an agreement not inconsistent with this Easement respecting such reserved rights as may be required by a third party that Grantor chooses ("**Carbon Certification Party**") in order to facilitate the sale, transfer or lease of the carbon rights and may record such agreement in the official records of any County where the Property is located. To the extent reasonably required by any Carbon Certification Party and requested by Grantor, Grantee, at Grantor's cost and expense, shall cooperate with Grantor by accommodating Grantor's establishment, verification or certification of the carbon rights in connection with the Property. Grantor agrees to notify Grantee at least thirty (30) days prior to any sale, transfer or lease of these carbon rights or the recording of an agreement with respect thereto, unless Grantor has previously notified Grantee in an Annual Work Plan.

## **20. General Provisions.**

**20.1 Governing Laws.** This Easement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

**20.2 No Public Dedication.** Nothing contained in this Easement shall be construed or deemed to be an express or implied dedication or gift of all or any portion of the Property for use or access by the general public nor shall this Easement or any of the rights granted hereunder be construed as an acknowledgement of any claim of prescriptive or other similar rights in or over the Property.

**20.3 Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to effect the Purpose of this Easement and the policy and purpose of California Civil Code §815 *et seq.*, while recognizing Grantor's reserved rights. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Purpose of this Easement, which recognizes Grantor's reserved rights and that would render the provision valid shall be favored over any interpretation that would render it invalid.

**20.4 Further Assurances.** Each party hereto agrees to execute and deliver to the other party such further documents or instruments as may be necessary or appropriate in order to carry out the intentions of the parties as contained in this Easement.

**20.5 Severability.** If any provision of this Easement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Easement, and to this end the provisions of this Easement are intended to be and shall be severable.

**20.6 Entire Agreement.** This Easement sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein.

**20.7 No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

**20.8 Successors.** The easement created by this instrument shall be a servitude running with the land in perpetuity. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns and shall run with the Property. However, this Easement shall not create or bestow any lien or property right in any third party. Grantor and Grantee agree that no third party beneficiary to this Easement exists and that nothing contained herein shall be construed as giving any person third party beneficiary status or any right of enforcement hereunder.

**20.9 Recordation.** Grantee shall promptly record this Easement in the official records of each County in which the Property is located, and shall thereafter promptly provide to Grantor a copy hereof showing the recording information. Grantee may re-record this Easement at any time as may be required to preserve its rights in this Easement.

**20.10 Termination of Rights and Obligations.** A party's rights and obligations under this Easement shall terminate only upon transfer of the party's interest in all or portions of either the Conservation Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive the transfer.

**20.11 Attorneys' Fees.** In the event that any party shall bring an action to enforce its rights under this Easement, or relating to the interpretation hereof, whether for declaratory, injunctive 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, including appeals, remands and any other subsequent proceeding (including, but not limited to, the reasonable costs of discovery, investigation, preparation for trial, professional or expert consultation and testimony). 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 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. Any such fees and costs incurred prior to 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 Easement into any judgment on this Easement.

**20.12 Mortgage Liens Subordinate.** No provision of this Easement is to be construed as impairing the ability of Grantor to use the Property as collateral for any loan, provided that any lien securing such loan (a "**Mortgage Lien**"), regardless of date, shall be subordinate to the terms of this Easement and Grantee's rights under this Easement. Under no circumstances may Grantee's rights be extinguished or otherwise affected by the recording, foreclosure, or any other action taken concerning any Mortgage Lien.

**20.13 Pre-Existing Water Rights.** In accordance with Section 12(e) of the Stipulation, this Easement does not impact the authority of third-party holders of water rights to exercise those rights.

**20.14 Table of Contents and Captions.** The table of contents and captions in this Easement have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation.

**20.15 Incorporation of Recitals.** All Recitals are incorporated herein by this reference.

**20.16 List of Exhibits.** The following exhibits are attached hereto and incorporated herein by this reference:

<u>Exhibit A</u>	Property Description
<u>Exhibit B</u>	Description of Hydro Project Activities and Hydroelectric Facilities and Associated Water Delivery Facilities
<u>Exhibit C</u>	Hydro Reserved Rights
<u>Exhibit D</u>	Beneficial Public Values
<u>Exhibit E</u>	Grantee Insurance Requirements
<u>Exhibit F</u>	Prohibited Uses
<u>Exhibit G</u>	Hydro Operating Zone
<u>Exhibit H</u>	Express Third Party Uses and Third Party Use Agreements
<u>Exhibit I</u>	Permitted Uses

[20.17 Counterparts](#). This Easement 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. In the event of a discrepancy between counterparts, the recorded Easement shall be controlling.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Grantor has granted to Grantee, and Grantee has accepted, this Easement, and the parties mutually agree to the terms and covenants set forth above, as of the Effective Date.

GRANTOR:

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

By: \_\_\_\_\_  
Andrew K. Williams  
Vice President, Shared Services

GRANTEE:

PLACER LAND TRUST,  
a California non-profit public benefit  
corporation

By: \_\_\_\_\_  
Christine A. Pieper, President

By: \_\_\_\_\_  
Fred Yeager, Vice President

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 \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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 \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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 \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

EXHIBIT A

PROPERTY DESCRIPTION

[Follows this page]

EXHIBIT B

Description of Hydro Project Activities  
and  
Hydroelectric Facilities and Associated Water Delivery Facilities

As used in this Easement, "**Hydro Project Activities**" are those existing and future uses of the Property, and the existing and future Hydroelectric Facilities and Associated Water Delivery Facilities (as defined below) now or hereafter located on, above, or under the Property, associated with the operation of the Drum-Spaulding FERC Project (FERC Project No. 2310), and shall include any future uses of the Property, and the existing and future Hydroelectric Facilities and Associated Water Delivery Facilities now or hereafter located on, above, or under the Property, associated with compliance with any future FERC License, FERC License renewal or other regulatory requirements.

As used in this Easement, "**Hydroelectric Facilities and Associated Water Delivery Facilities**" are those existing and future facilities, structures, buildings, and improvements now or hereafter located on, above, or under the Property, and associated with the operation of the Drum-Spaulding FERC Project (FERC Project No. 2310), including, but not limited to, the following existing and future improvements: powerhouses, dwellings, restrooms, warehouse, control building, alarm building, spillways, stream gages, gage house, valve house, pump house, gate house, air washer buildings, dam monitoring building, canals, tunnels, catwalks, helipads, electric transmission lines, and electric distribution lines and associated infrastructure facilities; facilities necessary for the operation of powerhouses; improvements for existing and future water delivery and other requirements of power generation, transmission, distribution, and storage, for nonconsumptive and consumptive water use; gauging stations; bridges; electrical transmission lines, including distribution lines; and communications lines and facilities.

EXHIBIT C

## Hydro Reserved Rights

Grantor's reserved rights on the Property include the following, which are expressly excluded from the transfer and conveyance of the easement granted in this Easement and reserved to Grantor:

Subject to the provisions of Section 7, the right to conduct Hydro Project Activities on the Property, including construction, operation, repair, alteration, maintenance, removal, replacement and expansion of existing and future Hydroelectric Facilities and Associated Water Delivery Facilities, including project replacements and improvements required for existing and future water delivery and other requirements for power generation, transmission, distribution, and storage, for nonconsumptive and consumptive water, and for communications in connection with the foregoing and for compliance with any future FERC License, FERC License renewal or other regulatory requirements. In furtherance of and without in any way limiting the generality of the foregoing, the following rights are expressly reserved:

(1) The right to conduct any and all uses and activities now or at any time in the future deemed necessary or appropriate by Grantor in Grantor's sole discretion exercised in good faith in connection with the generation of hydroelectric energy, including, but not limited to the construction, operation, repair, alteration, maintenance, removal, replacement and expansion of existing Hydroelectric Facilities and Associated Water Delivery Facilities, and the construction, operation, repair, alteration, maintenance, removal, replacement and expansion of new Hydroelectric Facilities and Associated Water Delivery Facilities; and

(2) The right to use, maintain, establish, construct, alter, expand and improve water sources, courses, and bodies within the Property, and to take, divert, store, convey and appropriate water; and

(3) The right to increase or otherwise modify water diversion, storage and transmission capacities of Hydroelectric Facilities and Associated Water Delivery Facilities; and

(4) The right to exercise: all riparian water rights inherent in and part and parcel of the Property; all appropriative surface water rights (including, but not limited to, any appropriative surface water rights having a point of diversion, place of storage, or place of use on the Property); all prescriptive surface water rights; and all other right, title and interest of any nature whatsoever in and to the surface waters which are now or hereafter located or flowing on, under or abutting the Property; and

(5) The right to decommission all or any portion of existing and future Hydroelectric Facilities and Water Delivery Facilities in accordance with the applicable license issued by the FERC, or as otherwise allowed by Applicable Law; and

(6) The right to enlarge, improve, reconstruct, relocate and replace said Grantor's existing facilities and additional facilities with any other number, size, or type of transformers, poles, towers, or structures, or underground wires, cables, pipelines and conduits, or other devices and equipment either in the original location or at any location or locations within the Property; and

(7) The right to construct, operate, use, repair, alter, maintain, remove, replace and expand Grantor's existing and future facilities for transformation, transmission and distribution of electric energy and for communication purposes and also the rights to reconstruct, replace, remove, maintain and use the same as Grantor shall at any time and from time to time deem necessary in Grantor's sole discretion exercised in good faith, together with the rights to excavate for, construct, install, repair, reconstruct, replace, remove, maintain and use, at any time and from time to time, additional facilities for the transformation, transmission and distribution of electric energy and for communication purposes, consisting of such devices and equipment with suitable concrete pads and adequate protection therefore necessary for transforming electric energy, one or more lines of underground wires and cables (enclosed at Grantor's option within conduits), and one or more lines of towers, poles and/or other structures, wires and cables, including both underground and overhead ground wires, and all necessary and proper foundations, footings, cross arms and other appliances and fixtures for use in connection with said towers, poles and/or other structures, wires and cables.

EXHIBIT D

Beneficial Public Values

The Purpose of the Conservation Easement for the Property is to protect the Beneficial Public Values of the Property, as summarized below and described in more detail in the Baseline Documentation Report:

- (a) Habitat for fish, wildlife and plants that are native to the area, including species protected under the California Endangered Species Act and/or the federal Endangered Species Act. The term “habitat” includes vegetation along banks and shorelines that contribute to maintaining watershed health. The term “native” refers to plants and animals that occur naturally on the Property, and are defined as “native” by the California Department of Fish & Wildlife and its successors.
- (b) Forest resources on the Property. Forest resources consist of Sierran mixed-conifer and hardwood forests.
- (c) The scenic view shed of the Property in keeping with the surrounding environment, providing a contiguous forested landscape visible to passersby on the nearby roads.
- (d) Outdoor recreation such as swimming, hiking, fishing and sightseeing.
- (e) Identified historical and cultural values, to the extent they are protected by state and federal law.

EXHIBIT E

Grantee Insurance Requirements

Grantee shall procure, carry and maintain the following insurance coverage:

- A. Workers' Compensation and Employers' Liability
  - 1. Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal.
  - 2. Employers' Liability insurance shall not be less than One Hundred Thousand Dollars (\$100,000) for injury or death each accident.
- B. Commercial General Liability
  - 1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.
  - 2. The limit shall not be less than One Million Dollars (\$1,000,000) each occurrence/ Two Million Dollars (\$2,000,000) aggregate for bodily injury, property damage and personal injury.
  - 3. Coverage shall: a) By "Additional Insured" endorsement add as insureds Grantor, its directors, officers, agents and employees with respect to liability arising out of work performed by or for Grantee; b) Be endorsed to specify that Grantee's insurance is primary.
- C. Business Auto
  - 1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."
  - 2. The limit shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage.
- D. Additional Insurance Provisions
  - 1. Upon change in carrier or coverage, or otherwise upon Grantor's request, Grantee shall furnish Grantor with certificates of insurance and endorsements of all required insurance for Grantee.
  - 2. The documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to Grantor.

3. The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to:

Pacific Gas and Electric Company  
Insurance Department - B24H  
Post Office Box 770000  
San Francisco, CA 94177

A copy of all such insurance documents shall be sent to Grantor's Land Agent as specified under Notices in the body of this Easement.

4. Upon request, not to exceed once annually, Grantee shall furnish Grantor complete copies of policies.
5. Upon request, not to exceed once annually, Grantee shall furnish Grantor the same evidence of insurance for Grantee's agents or contractors as Grantor requires of Grantee.

EXHIBIT F

## Prohibited Uses

As provided in Section 6 of this Easement, Grantor will not engage in, or permit others to engage in, the following Prohibited Uses:

1. Number of Fee Owners; Subdivision.

(a) Limit on Number of Fee Owners. Except for Specified Required Actions, notwithstanding the fact that the Property, at any time, might be comprised of more than two (2) separate legal parcels, fee title to the Property shall be held by no more than two (2) separate owners at any given time, provided, however, that the foregoing shall not prohibit undivided ownership of the Property by multiple owners (e.g. tenants in common), subject to the restrictions on the rights of undivided owners provided below, and the terms and conditions of this Easement shall perpetually apply to the Property as a whole. The existence of any separate legal parcels shall not be interpreted to permit any use or activity on an individual legal parcel that would not have been permitted on said parcel under the terms and conditions of this Easement as applied to the Property as a whole. This section only applies to conveyances of fee ownership and not to conveyances of any property interests other than fee ownership (e.g. leasehold interests). In respect to ownership of the Property or permitted separate legal parcels, as the case may be, ownership may be (among others) in the form of a partnership, limited partnership, limited liability company, corporation or other legal entity or as undivided interests such as tenants in common, whether by choice or by operation of any Applicable Laws, but no owner of an undivided interest shall thereby have (i) the right of exclusive occupancy or exclusive use of any separate portion of the Property (or permitted separate legal parcel), or (ii) any right to have the Property (or permitted separate legal parcel), partitioned in kind, whether pursuant to California Code of Civil Procedure §872.010 et seq. ("**CCP**") or any successor statute or otherwise. In the event that a partition action is brought and a court determines that the remedy of partition must be granted, Grantor, on behalf of itself and its successors and assigns hereby irrevocably agrees the remedy shall not be a physical subdivision of the Property (or permitted separate legal parcel), but instead may be a partition by appraisal pursuant to CCP §873.910 or any successor statute or a judicially supervised sale of Grantor's entire estate in the Property (or permitted separate legal parcel) pursuant to CCP §873.510 or any successor statute, subject, however, to this Easement, followed by a division of sales proceeds among the parties entitled thereto. Grantor recognizes that Grantee will incur direct and indirect costs for monitoring and administration of the Conservation Easement in the event fee title to a portion of the Property is transferred under this provision. Accordingly, upon Grantor's sale, transfer or conveyance of fee title to less than all of the Property in accordance with this subsection (a), Grantor shall pay, or cause to be paid, to Grantee a one-time payment of a sum representing the increased cost of such Conservation Easement stewardship, as reasonably determined at such time by Grantee. Such one-time payment shall be in addition to any reimbursements required pursuant to Section 13.2.4 or Section 17 of this Easement.

(b) Limit on Subdivision. Except for Specified Required Actions, Grantor shall not subdivide the Property with the result of frustrating the ownership restrictions set forth in subsection (a) above. For example, the following actions would not frustrate the ownership restrictions in subsection (a) above: (i) merger and reduction of the number of separate legal parcels comprising the Property; or (ii) reconfiguring by lot line adjustment the existing internal boundaries of legal parcels within the outer boundaries of the Property; or (iii) clarifying boundary lines with adjacent landowners; or (iv) subdivisions to facilitate Hydro Project Activities. Grantor shall (i) as part of the Annual Work Plan review in accordance with Section 7, or at least ninety (90) days prior to any Grantor subdivision activity (whether or not prohibited hereunder), furnish Grantee with the subdivision application or filings; and (ii) provide to Grantee reasonably sufficient information to identify the boundaries of each legal parcel. This information will become part of the Baseline Documentation Report. At the election of either party, the parties shall execute and record an amendment of this Easement to reflect any change to the legal description of the Property set forth in Exhibit A or any other changes and allocations resulting from permitted subdivision that are not established to the reasonable satisfaction of the parties by recordation in the Public Records of the plan of subdivision approved under Applicable Law.

2. Development Rights. Except for Specified Required Actions provided in Section 7, the development rights associated with all or any portion of the Property may not be transferred to, or used or exercised in connection with, any property other than the Property, such rights of transfer, use and exercise being hereby terminated and extinguished in perpetuity. The phrase "development rights" means any and all rights, however designated, now or hereafter associated with the Property or any portion thereof that may be used pursuant to applicable zoning laws, land use laws or other governmental laws or regulations, to compute permitted size, height, bulk, or number of structures, development density, lot yield, or any similar development variable on or pertaining to the Property or any other property.

3. Mining and Drilling. There shall be no mining, drilling, removing, fracking, or exploring for or extracting of minerals, oil, gas, coal, or other hydrocarbons, soils, sands, gravel, loam, rocks or any other material on, under, or at the Property. Notwithstanding the foregoing, the following shall not be Prohibited Uses:

- (a) Specified Required Actions provided in Section 7;
- (b) Drilling, removal and extraction of soils, sands, gravel, loam, rocks or any other material on, under, or at the Property in connection with studies and testing to the extent related to Grantor's exercise of the Hydro Reserved Rights;
- (c) Testing, drilling and operating groundwater wells; and construction or placement of any structures or improvements within the Hydro Operating Zone to the extent related to Grantor's exercise of the Hydro Reserved Rights; and
- (d) The use of soil, sand, gravel and other similar material located on the Property as appropriate for road maintenance, erosion control and in connection

with a Required Action subject to the following limitations: (i) such disturbance shall be kept to the minimum necessary to exercise such rights, (ii) any such soils, sands, and other materials shall not be removed from the Property, and (iii) all such utilization activities shall be conducted in a manner that minimizes to the greatest extent practicable impacts to the Beneficial Public Values.

4. Construction and Placement of Structures and Improvements. There shall be no construction or placement of any structures or improvements on the Property, including (but not limited to) residential, industrial, office, or other buildings, underground or aboveground tanks. Notwithstanding the foregoing, the following shall not be Prohibited Uses:

- (a) Required Actions provided in Section 7;
- (b) Permitted Uses under Exhibit I;
- (c) Construction or placement of any structures or improvements within the Hydro Operating Zone which Grantor has determined relate to Grantor's exercise of the Hydro Reserved Rights; and
- (d) Structures and improvements made in the course of prudent and customary land management activities and/or to protect, preserve, or enhance the Beneficial Public Values (including, for example, garbage enclosures, benches, interpretive kiosks, and appropriately located and sized caretaker structure).

5. Vehicles. Except for Required Actions provided in Section 7, or in the case of an emergency or other occurrence affecting the safety of persons and/or property, there shall be no use of any motorized vehicles off of existing roadways on the Property except vehicles used as necessary to carry out prudent and customary land management activities and/or to protect, preserve, or enhance the Beneficial Public Values. Motorized off-road recreational use shall not constitute an activity "related to the protection or preservation of the Beneficial Public Values" as provided in the preceding sentence.

6. Dumping or Salvage. Except for Required Actions provided in Section 7, there shall be no dumping, storage or other disposal on the Property of soil, trash or garbage except for (a) refuse generated on the Property which may be disposed of on the Property on a temporary basis prior to its removal from the Property in areas where the Beneficial Public Values of the Property are not significantly impaired, or (b) compostable refuse generated on the Property which may be disposed of on the Property in a responsible manner which does not significantly impair the Beneficial Public Values of the Property. Except for Required Actions provided in Section 7, there shall be no dumping, storage (other than on a temporary basis) or other disposal of ashes, sludge, Hazardous Substances, or other unsightly or dangerous materials outside of the Hydro Operating Zone. Except for Required Actions provided in Section 7, there shall be no storage or disassembly of inoperable automobiles, trucks, or other

vehicles or equipment for purposes of sale, or rental of space for that purpose outside of the Hydro Operating Zone.

7. Non-Native Animal Species. Except for Required Actions provided in Section 7, there shall be no release anywhere on the Property of non-native animal species other than livestock without Grantee's prior written approval in accordance with Section 7, as required.

8. Vegetation. Except for Required Actions provided in Section 7, there shall be no removal, cutting or destruction on the Property of native vegetation except (a) in an emergency and/or for purposes of disease or insect control or (b) to prevent property damage, personal injury, or flooding or (c) as permitted in Exhibit I, Sections 4 and 9, or (d) with Grantee's prior written approval in accordance with Section 7, as required.

9. Roads and Trails. Except for Required Actions provided in Section 7 or as required to implement a Required Action, or in the case of an emergency or other occurrence affecting the safety of persons and/or property, there shall be no construction of any new roads or trails on the Property; provided, however, the construction of new roads and trails (or the relocation of existing road and trails) on the Property (a) to protect, preserve or enhance the Beneficial Public Values, or (b) intended to create, improve, expand or enhance Informal Uses on the Property, shall be permitted with Grantee's prior written approval in accordance with Section 7, as required. As used herein, the term "construction" shall not include the creation of roads or trails through repeated use, although such activities shall be governed by this Easement.

10. Commercial Uses. There shall be no office, industrial, or other commercial use on the Property that is likely to significantly impair Beneficial Public Values. Notwithstanding the foregoing, the following shall not be Prohibited Uses:

- (a) Required Actions provided in Section 7;
- (b) Uses permitted by Third Party Use Agreements; and
- (c) Office, industrial, or other commercial uses within the Hydro Operating Zone which Grantor has determined relate to Grantor's exercise of the Hydro Reserved Rights.

11. Alteration of Land or Excavation. Except for Required Actions provided in Section 7 or as otherwise explicitly permitted by the terms of this Easement, there shall be no filling, excavating, grading, draining or dredging outside of the Hydro Operating Zone, nor any change in the general topography of the Property; provided, however, such activities shall be permitted outside of the Hydro Operating Zone in the course of prudent and customary land management activities and/or to protect, preserve, or enhance the Beneficial Public Values.

12. Billboards. Except for Required Actions provided in Section 7 or permitted uses under Exhibit I or Grantee's signs permitted under Section 5.3, there shall be no placement of billboards or advertising facilities. The use of Grantor's logo and/or trade style on a sign will not in and of itself constitute a billboard or advertising facility under this provision.

EXHIBIT G

Hydro Operating Zone

[Follows this page]

EXHIBIT H

Express Third Party Uses and Third Party Use Agreements

**1. Express Third Party Uses**

The Express Third Party Uses on the Property are all uses permitted by and pursuant to the Third Party Use Agreements.

**2. Third Party Use Agreements**

The Third Party Use Agreements on the Property are the following:

A The following unrecorded agreements:

1. License Agreement for Agricultural Purposes, dated June 7, 2018, between Pacific Gas and Electric Company and David Jones.
2. Amended and Restated License Agreement for Telecommunications Purposes, dated December 13, 2016, between Pacific Gas and Electric Company and New Cingular Wireless, PCS, LLC.
3. First Amendment to Amended and Restated License Agreement for Telecommunications Purposes, dated September 19, 2020, between Pacific Gas and Electric Company and New Cingular Wireless, PCS, LLC.
4. License Agreement for Telecommunications Purposes, dated January 7, 2016, between Pacific Gas and Electric Company and Ubiquitel Leasing Company.
5. Communication Lease, dated November 1, 1994, between Pacific Gas and Electric Company and Smart SMR of California, Inc.
6. First Amendment to Lease, dated August 29, 2011, between Pacific Gas and Electric and Company TOWERCO ASSETS, LLC.
7. Sublicense Consent and Agreement, dated August 29, 2011, between Pacific Gas and Electric Company, TOWERCO ASSETS, LLC and METROPCS California, LLC.
8. Lease Agreement option exercise letter, dated June 2, 2014, from SBA to Pacific Gas and Electric Company.

B AN EASEMENT OVER SAID LAND FOR DITCH OR CANAL AND INCIDENTAL PURPOSES, AS

GRANTED TO SOUTH YUBA WATER COMPANY, IN DEED RECORDED OCTOBER 01, 1903, BOOK 82 OF DEEDS, PAGE 163, PLACER COUNTY RECORDS.

AFFECTS: A.P.N. 062-460-27 AND 062-360-03

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- C AN EASEMENT OVER SAID LAND FOR STATE HIGHWAY AND INCIDENTAL PURPOSES, AS GRANTED TO STATE OF CALIFORNIA, IN DEED RECORDED AUGUST 14, 1924, BOOK 213 OF DEEDS, PAGE 46, PLACER COUNTY RECORDS.

P G & E 2116-11-0090

AFFECTS: A.P.N. 62-240-31

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- D AN EASEMENT OVER SAID LAND FOR ERECTING, MAINTAINING AND USING FOR TELEGRAPH, TELEPHONE AND CONNECTED PURPOSES, A SINGLE LINE OF POLES AND INCIDENTAL PURPOSES, AS GRANTED TO POSTAL TELEGRAPH CABLE COMPANY, A CALIFORNIA CORPORATION, IN DEED RECORDED JUNE 28, 1932, BOOK 311, PAGE 171, PLACER COUNTY RECORDS.

PG & E 2116-11-0036

AFFECTS: A.P.N. 62-250-01 AND 62-240-20

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- E AN EASEMENT OVER SAID LAND FOR THE ERECTION, CONSTRUCTION, RECONSTRUCTION, REPAIR, REPLACEMENT, MAINTENANCE, INSPECTION AND USE OF POLES, CROSSARMS, WIRES, CABLES, FIXTURES, CABLES, GUYS, UNDERGROUND CONDUITS, PIPES, MANHOLES AND OTHER FIXTURES AND INCIDENTAL PURPOSES, AS GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CALIFORNIA CORPORATION, IN DEED RECORDED MARCH 24, 1933, BOOK 18, PAGE 1, NEVADA COUNTY RECORDS AND RECORDED MARCH 24, 1933, BOOK 318, PAGE 208, PLACER COUNTY RECORDS. CORRECTION DEED RECORDED MAY 30, 1960, BOOK 834, PAGE 189, PLACER COUNTY RECORDS.

P G & E 2117-12-0034

AFFECTS: A.P.N. 62-240-31

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- F RIGHTS INCIDENTAL TO THE OWNERSHIP FOR THE USE AND DEVELOPMENT OF THE MINERAL INTERESTS GRANTED IN DEED TO EMPIRE STAR MINES COMPANY, LIMITED, A DELAWARE CORPORATION, RECORDED NOVEMBER 7, 1941, (BOOK) 423 (PAGE) 325, OFFICIAL RECORDS. MINERAL RIGHTS NOT SHOWN FURTHER.

AFFECTS: APN: 062-230-002

- G** AN EASEMENT OVER SAID LAND TO CONSTRUCT, MAINTAIN AND USE A ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO ALTA OAKS ASSOCIATION, A CORPORATION, IN DEED RECORDED DECEMBER 07, 1964, BOOK 1044, PAGE 291, PLACER COUNTY RECORDS.

P G & E 2116-10-0144

AFFECTS: A.P.N. 62-020-11

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- H** AN EASEMENT OVER SAID LAND TO CONSTRUCT, MAINTAIN AND USE A ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO ROBERT J. SMITH, ET UX, IN DEED RECORDED FEBRUARY 15, 1966, BOOK 1100, PAGE 638, PLACER COUNTY RECORDS. P G & E 2116-10-0010

AFFECTS: A.P.N. 65-220-05, 06 & 11 AND 62-020-11, 06 & 05

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- I** AN EASEMENT OVER SAID LAND TO CONSTRUCT, MAINTAIN AND USE A ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO LEONIDAS T. PETERSEN, ET AL., IN DEED RECORDED JULY 12, 1966, BOOK 1118, PAGE 637, PLACER COUNTY RECORDS.

P G & E 2116-10-0304

AFFECTS: A.P.N. 65-220-05, 06 & 11 AND 62-020-11, 06 & 05

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- J** AN EASEMENT OVER SAID LAND FOR EXCAVATE, CONSTRUCT, RECONSTRUCT, MAINTAIN AND USE A TUNNEL AND INCIDENTAL PURPOSES, AS GRANTED TO NEVADA IRRIGATION DISTRICT, A CALIFORNIA IRRIGATION DISTRICT, IN DEED RECORDED MAY 16, 1968, BOOK 446, PAGE 650, NEVADA COUNTY RECORDS.

P G & E 2116-11-0160

AFFECTS: A.P.N. 65-110-04, 62-240-02 & 03

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- K** AN EASEMENT OVER SAID LAND FOR TO OVERFLOW, FLOOD AND SUBMERGE THE LAND IN CONNECTION WITH THE OPERATION AND MAINTENANCE OF THE DUTCH FLAT AFTERBAY AND INCIDENTAL PURPOSES, AS GRANTED TO NEVADA IRRIGATION DISTRICT, IN DEED RECORDED MAY 16, 1968, BOOK 446, PAGE 659, NEVADA COUNTY RECORDS, AND RECORDED JUNE 21, 1968, BOOK 1203, PAGE 551, PLACER COUNTY RECORDS.

P G & E 2116-10-0321

AFFECTS: A.P.N. 65-220-06, 12 & 11, 62-020-01, 03, 05, 06 & 11

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- L AN EASEMENT OVER SAID LAND TO MAINTAIN AND USE THE EXISTING ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO LEE D. ROARK, IN DEED RECORDED FEBRUARY 24, 1974, BOOK 1551, PAGE 324, PLACER COUNTY RECORDS.

P G & E 2116-10-0197

AFFECTS: A.P.N. 62-240-31

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- M AN EASEMENT OVER SAID LAND TO MAINTAIN AND USE THE EXISTING ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO JOHN L. WILCOX, IN DEED RECORDED FEBRUARY 26, 1974, BOOK 1551, PAGE 329, PLACER COUNTY RECORDS.

P G & E 2116-11-0198

AFFECTS: A.P.N. 62-240-31

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- N AN EASEMENT OVER SAID LAND TO CONSTRUCT AND MAINTAIN COMMUNICATION FACILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CALIFORNIA CORPORATION, IN DEED RECORDED OCTOBER 22, 1974, BOOK 1600, PAGE 363, PLACER COUNTY RECORDS.

P G & E 2116-11-0163

AFFECTS: A.P.N. 62-230-02 & 80

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- O AN EASEMENT OVER SAID LAND FOR ROAD AND PUBLIC UTILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO JOHN L. WILCOX, ET AL., IN DEED RECORDED OCTOBER 01, 1976, BOOK 1767, PAGE 619, PLACER COUNTY RECORDS.

AFFECTS: A.P.N. 62-230-45

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- P AN EASEMENT OVER SAID LAND TO RECONSTRUCT, MAINTAIN AND USE THE EXISTING ROAD

AND INCIDENTAL PURPOSES, AS GRANTED TO HARVEY E. CRIST, ET UX, IN DEED RECORDED DECEMBER 09, 1977, BOOK 1918, PAGE 303, PLACER COUNTY RECORDS.

P G & E 2116-11-0169

AFFECTS: A.P.N. 62-240-31, 62-220-06, 09

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- Q** THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE INSTRUMENT ENTITLED "AGREEMENT", BY AND BETWEEN PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, AND BEAR RIVER LAND COMPANY, A PARTNERSHIP, RECORDED JANUARY 13, 1982, BOOK 2469, PAGE 663, PLACER COUNTY RECORDS.

P G & E 2116-10-0418

AFFECTS: A.P.N. 62-150-08

- R** AN EASEMENT OVER SAID LAND TO RECONSTRUCT, MAINTAIN AND USE A ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO VICTOR A. DELIUS, ET AL, IN DEED RECORDED FEBRUARY 01, 1982, BOOK 2476, PAGE 30, PLACER COUNTY RECORDS.

P G & E 2116-10-0416

AFFECTS: A.P.N. 62-020-11

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- S** THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE INSTRUMENT ENTITLED "CANAL USE AGREEMENT", BY AND BETWEEN PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, AND FRANK B. SANDERS, ET AL,, RECORDED MAY 04, 1987, BOOK 3181, PAGE 234, PLACER COUNTY RECORDS.

P G & E 2116-11-0262

AFFECTS: A.P.N. 62-360-03

- T** AN EASEMENT OVER SAID LAND TO RECONSTRUCT, REPAIR, MAINTAIN AND OPERATE THE EXISTING FACILITIES FOR A WATER TREATMENT PLANT AND INCIDENTAL PURPOSES, AS GRANTED TO PLACER COUNTY WATER AGENCY, A CALIFORNIA WATER AGENCY, IN DEED RECORDED FEBRUARY 19, 1988, BOOK 3354, PAGE 401, PLACER COUNTY RECORDS.

P G & E 2116-10-0464

AFFECTS: A.P.N. 62-360-03

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT

U AN EASEMENT OVER SAID LAND TO CONSTRUCT, OPERATE, MAINTAIN, REPLACE AND REMOVE SUCH COMMUNICATION SYSTEMS AS UNDERGROUND CABLES, WIRES, CONDUITS AND OTHER FACILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY, IN DEED RECORDED NOVEMBER 27, 1989, BOOK 3768, PAGE 14, PLACER COUNTY RECORDS.

P G & E 2116-11-0266

AFFECTS: A.P.N. 62-240-31

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

V EASEMENTS, DEDICATIONS AND NOTES ON THE REFERENCED FILED MAPS RECORDED DECEMBER 22, 1989 IN BOOK 18 PARCEL MAPS PAGE 4, NEVADA COUNTY RECORDS; AND MARCH 5, 1990 IN BOOK 25 PARCEL MAPS PAGE 102, PLACER COUNTY RECORDS, WHICH INCLUDE:

- A. EASEMENT FOR ROAD, PUE AND SLOPE
- B. EXISTING DIRT ROADS
- C. BEAR RIVER

AFFECTS A.P.N. 65-100-40, -41, 62-220-07

W NOTICE OF SUPPLEMENTAL PROPERTY INFORMATION, PARCEL MAP NO. PM 88-54, RECORDED DECEMBER 22, 1989, SERIES NO. 89-38037, OFFICIAL RECORDS OF NEVADA COUNTY.

X OFFER OF DEDICATION TO THE COUNTY OF NEVADA FOR ROAD, UTILITIES AND SLOPE, EXECUTED BY HARVEY E. CRIST, MARJORY R. CRIST, DALE H. CRIST AND DONNA J. CRIST, RECORDED DECEMBER 22, 1989, AS INSTRUMENT NO. 89-38036, NEVADA COUNTY RECORDS.

AFFECTS A.P.N. 65-100-40 & 41

Y THE TERMS AND PROVISIONS IN AN INSTRUMENT ENTITLED "DECLARATION OF ROAD MAINTENANCE AGREEMENT", EXECUTED BY HARVEY CRIST, ET AL., RECORDED DECEMBER 22, 1989, AS INSTRUMENT NO. 89-38038, NEVADA COUNTY RECORDS AND RECORDED MARCH 5, 1990, IN BOOK 3841 OF OFFICIAL RECORDS AT PAGE 292, PLACER COUNTY RECORDS.

AFFECTS A.P.N. 65-100-40 & 41

Z RIGHTS INCIDENTAL TO THE OWNERSHIP FOR THE USE AND DEVELOPMENT OF THE MINERAL INTERESTS GRANTED IN DEED TO FRED W. ANDERSON AND TONI ANDERSON, HUSBAND AND WIFE, RECORDED MARCH 21, 1990, (INSTRUMENT) 90-17790 (BOOK) 3854 (PAGE) 103, OFFICIAL RECORDS, OF PLACER COUNTY.

MINERAL RIGHTS NOT SHOWN FURTHER.

AFFECTS APN 062-230-080

- AA** EASEMENTS, RIGHTS AND RECITATIONS RESERVED IN DEED EXECUTED BY HARVEY E. CRIST, MARJORY R. CRIST, DALE H. CRIST AND DONA J. CRIST (WHO TOOK TITLE AS DONNA J. CRIST) TO HARVEY E. CRIST AND MARJORY R. CRIST, AS TENANTS IN COMMON, RECORDED JANUARY 18, 1991, SERIES NO. 91-01435, OFFICIAL RECORDS OF NEVADA COUNTY.
- BB** UNRECORDED LEASE, BY AND BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND SMART SMR OF CALIFORNIA, INC., A DELAWARE CORPORATION, AS DISCLOSED BY MEMORANDUM OF LEASE, RECORDED FEBRUARY 06, 1995, INSTRUMENT NO. 95-006368, OFFICIAL RECORDS, AND ON THE TERMS AND CONDITIONS CONTAINED IN SAID LEASE.

P G & E 2117-11-0295

ASSIGNMENT OF LEASE, DATED DECEMBER 04, 1996, BY AND BETWEEN, SMART SMR OF CALIFORNIA, INC., D/B/A NEXTEL COMMUNICATIONS, AS ASSIGNOR, AND THE CHASE MANHATTAN BANK, A NEW YORK STATE BANKING CORPORATION, AS ASSIGNEE, RECORDED MAY 14, 1997, AS INSTRUMENT NO. 97-0027454, OFFICIAL RECORDS, AND ON THE TERMS AND CONDITIONS CONTAINED THEREIN.

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE THEREUNDER RECORDED JANUARY 20, 2009, AS INSTRUMENT NO. 2009-0003713, OFFICIAL RECORDS OF PLACER COUNTY.

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

A.P.N. 62-240-31

- CC** THE TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN UNRECORDED "MASTER SPECIAL USE AGREEMENT" EXECUTED BY AND BETWEEN THE UNITED STATES DEPARTMENT OF AGRICULTURE AND PACIFIC GAS AND ELECTRIC COMPANY ISSUED UNDER F.P.C. LICENSE NO. 2310.
- DD** THE TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS CONTAINED IN THE AGREEMENT ENTITLED "DECLARATION OF ROAD MAINTENANCE AGREEMENT FOR CULBERSON ROAD", BY A MAJORITY OF THE OWNERS WHO ARE SUBJECT TO IT, RECORDED APRIL 30, 2018, (INSTRUMENT) 2018-0029714-00, OFFICIAL RECORDS.

AFFECTS 062-240-031, 062-240-048 WITH OTHER PROPERTY

- EE** AN EASEMENT OVER SAID LAND FOR ROAD PURPOSES AND INCIDENTAL PURPOSES AS CONDEMNED TO NEVADA IRRIGATION DISTRICT, IN THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED NOVEMBER 6, 2018, (INSTRUMENT) 2018-0080841, OFFICIAL RECORDS OF PLACER COUNTY AND AS (INSTRUMENT) 20180021801, OFFICIAL RECORDS OF NEVADA COUNTY

AFFECTS: APN 062-240-006 PLACER COUNTY, APN 065-110-006 NEVADA COUNTY

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

FF A NOTICE OF INTENT TO PRESERVE MINERAL RIGHT & INTEREST RECORDED AUGUST 26, 2020  
AS DOCUMENT NO. 2020-0091798-00, OFFICIAL RECORDS OF PLACER COUNTY.

AFFECTS SECTION 3, TOWNSHIP 16 NORTH, RANGE 11 EAST.

EXHIBIT I

Permitted Uses

The following are Permitted Uses:

1. The Express Third Party Uses.
2. The uses and activities expressly permitted under Exhibit F.
3. Except as otherwise limited by this Easement, the right to sell, encumber, or otherwise transfer the Property, portions thereof, or interests therein, to anyone Grantor chooses.
4. The right to trim and cut down and clear away any and all trees, brush and vegetation (a) which constitute a hazard to persons or property, and/or (b) for purposes of fire management, disease or insect control or otherwise as necessary or appropriate for prudent land management (i.e., not motivated by commercial benefit), and/or (c) for other vegetation management operations, including but not limited to fuel reduction projects, thinning of tree stands and meadow restoration projects. The foregoing may include pesticide use to control vegetation (brush, grass, weeds, etc.) and/or insects.
5. Consistent with Section 9.2, the right to install, maintain, repair, replace and maintain gates and fences.
6. The right to perform all activities required to comply with any and all Applicable Laws.
7. The right to maintain, repair, restore, replace and reconstruct all structures and improvements now or hereafter located on the Property, provided any replacement structures or improvements shall be located in substantially the same location and within the same footprint as the structure or improvement being replaced, and shall be substantially the same height as the structure or improvement being replaced.
8. The right to install minor, temporary structures necessary or appropriate in connection with the performance of prudent and customary land management activities, Hydro Project Activities, or the protection, preservation, or enhancement of the Beneficial Public Values.
9. (a) The right to undertake commercial and/or non-commercial forest management activities on the Property for any of the following purposes: (1) to promote the health and sustainability of the Property's natural resources; (2) to protect and enhance the Property's riparian resources; (3) to maintain an ecologically appropriate species mix of overstory and understory vegetation; (4) to protect and enhance wildlife habitat for native species historically present on the Property; (5) to protect cultural resources on the Property; (6) to control invasive and non-native vegetation; and (7) to

prevent, mitigate, and/or respond to any natural disaster (such as wildfire, significant insect and disease outbreak, or significant wind damage).

(b) Forest management activities for the purposes outlined in Paragraph (a) may include, but shall not be limited to, timber harvesting; salvage logging; conversion of vegetation types; prescribed fire; pre-commercial and commercial thinning of conifer and hardwood trees; fuels management; tree planting; control of undesirable vegetation and pests; habitat maintenance and enhancement; and road and watercourse crossing construction, maintenance, repair, and enhancement. Grantor shall carry out all such forest management activities in compliance with Applicable Law.

(c) Grantor shall provide to Grantee any existing or future forest management plan as part of the Annual Work Plan review process pursuant to Section 7.3 of this Easement. Grantor and Grantee shall review and discuss such plan (along with any proposals Grantee may have regarding this Permitted Use by Grantor pursuant to Section 7.3.4(b) of this Easement) periodically as part of such Annual Work Plan review process. Said forest management plan shall be updated periodically, as appropriate.

10. In accordance with Applicable Laws, the right to control or eliminate noxious weeds and non-native plant species on the Property, and the right to control animals that (a) pose or threaten to pose a hazard to persons or property, including Hydroelectric Facilities and Associated Water Delivery Facilities, or (b) adversely impact or threaten to adversely impact (i) one or more of the Beneficial Public Values, (ii) Grantor's Hydro Reserved Rights or Hydro Project Activities, (iii) the Hydroelectric Facilities and Associated Water Delivery Facilities, or (iv) an Express Third Party Use.

11. The right to erect reasonably sized signs (illuminated and non-illuminated) to support and manage safety and permitted uses of the Property, including signs regarding authorized and unauthorized entry and uses or other appropriate markers in prominent locations on the Property, such as boundary fences, trails, and access roads.

12. The right to construct, reconstruct, replace, remove, maintain and use the types of facilities and improvements described in Paragraph 7 of Exhibit C that are unrelated to Hydro Project Activities and do not constitute a Required Action provided that such facilities shall be subject to Grantee's approval in the manner provided for Discretionary Actions.



**Conservation Easement Funding Agreement  
Bear River Planning Unit  
PG&E Retained Lands**

This Conservation Easement Funding Agreement (“**Agreement**”) is entered into as of the Effective Date (defined below) by and between the Pacific Forest and Watershed Lands Stewardship Council, a California nonprofit public benefit corporation (the “**Stewardship Council**”) and Placer Land Trust, a California nonprofit public benefit corporation (“**Grantee**”) (each a “**Party**” and collectively the “**Parties**”) with reference to the following facts:

A. The Stewardship Council was created to oversee the “**Land Conservation Commitment**” described in (1) that certain Settlement Agreement among Pacific Gas and Electric Company (“**PG&E**”), PG&E Corporation, and the California Public Utilities Commission (the “**Commission**”) as modified and approved by the Commission in its Opinion and Order of December 18, 2003 (Decision 03-12-035) (the “**Settlement Agreement**”); and (2) that certain Stipulation Resolving Issues Regarding the Land Conservation Commitment dated September 25, 2003 (the “**Stipulation**”).

B. Pursuant to the Settlement and Stipulation, certain lands owned by PG&E at the time of the Settlement (the “**PG&E Watershed Lands**”) are to be conserved for a broad range of beneficial public values, including the protection of the natural habitat of fish, wildlife and plants; the preservation of open space; outdoor recreation by the general public; sustainable forestry; agricultural uses; and historic values. The Stewardship Council is charged with developing a Land Conservation Plan for the protection and enhancement of the PG&E Watershed Lands.

C. Grantee is a publicly-supported, tax exempt nonprofit organization, qualified under Section 501 (c)(3) of the Internal Revenue Code (“**IRC**”), whose primary purpose is to preserve, protect or enhance, land in its natural scenic, historical agricultural, forested or open space condition or use and conserve natural areas for aesthetic, scientific, charitable and educational purposes. Grantee is eligible to hold a conservation easement pursuant to California Civil Code Section 815.3.

D. In connection with the Land Conservation Commitment, Grantee has agreed to accept a perpetual conservation easement created pursuant to California Civil Code Section 815 *et seq.* (the “**Conservation Easement**”) over a portion of the PG&E Watershed Lands that is being retained by PG&E consisting of approximately 2,457 acres of real property located in the Counties of Nevada and Placer, State of California, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the “**Property**”).

E. Grantee has agreed to accept perpetual conservation easements over PG&E Watershed Lands that are subject to PG&E’s Land Conservation Commitment in the Lower Drum, Lake Spaulding, Bear River, and Fordyce Lake planning units (the “**Watershed Properties**”).

F. In consideration of Grantee’s agreement to accept the Conservation Easement and assume the duties and obligations of the easement holder, the Stewardship Council has



agreed to provide funding to Grantee in the amounts and subject to the terms and conditions described below.

**NOW, THEREFORE**, the Stewardship Council and Grantee agree as follows:

1. Effective Date. This Agreement shall become effective upon the recording of the Conservation Easement in favor of Grantee in the Official Records of Nevada and Placer Counties (the "**Effective Date**"). It is understood and agreed that if for any reason whatsoever the recording of the Conservation Easement does not occur on or before December 31, 2023, this Agreement shall be of no further force or effect and the Parties shall thereupon be released from any obligations under this Agreement.

2. Grant Amount and Payment Terms. Effective upon the Effective Date, the Stewardship Council grants **One Hundred Sixty-One Thousand One Hundred Dollars (\$161,100)** (the "**Grant Funds**") to Grantee. The Grant Funds shall be payable to Grantee within thirty (30) days of the Effective Date. Grantee will use the Grant Funds for the purposes described in this Agreement and for no other purpose without the prior written consent of the Stewardship Council. The Stewardship Council reserves the right to require the total or partial return of Grant Funds in the event Grantee fails to comply with the terms and conditions of this Agreement.

3. Grant Restrictions. The use of the Grant Funds shall be restricted as follows:

a. No less than Seventy-Five Thousand Five Hundred and Fifty Dollars (\$75,550) of the Grant Funds shall be deposited into a non-wasting endowment restricted solely for the purpose of funding Grantee's costs for the stewardship and monitoring of conservation easements on the Watershed Properties (the "**Monitoring and Stewardship Endowment Funds**"). The types of allowable expenditures of these funds is described in Section 5 and 6 below.

b. Ten Thousand Dollars (\$10,000) of the Grant Funds shall be restricted to the legal defense and enforcement of conservation easements held by Grantee, including, but not limited to, the conservation easements established on the Watershed Properties (the "**Defense and Enforcement Funds**"). The types of allowable expenditures of these funds is described in Section 8 below.

c. The remainder of the Grant Funds shall be restricted for the purpose of funding Grantee's costs for the stewardship and monitoring of any conservation easements held by Grantee, including but not limited to the conservation easements on the Watershed Properties (the "**General Monitoring and Stewardship Funds**"). Grantee may use the General Monitoring and Stewardship Funds to monitor any of its conservation easements as long as Grantee meets its obligations as described in Section 5 below.

4. Grant Deposit Requirements.

a. Within thirty (30) days of receipt of funds, Grantee will provide the Stewardship Council with evidence of deposit of the Monitoring and Stewardship Endowment Funds into an account which shall be restricted solely for the purpose of



funding Grantee's costs for the stewardship and monitoring of conservation easements on the Watershed Properties and shall be treated as a non-wasting endowment such that only earnings on the principal of the Monitoring and Stewardship Endowment Funds can be used by Grantee to cover the costs and expenses detailed in Sections 5 and 6 below for any Watershed Property conservation easement.

b. Within thirty (30) days of receipt of funds, Grantee will provide the Stewardship Council with evidence of deposit of (1) the General Monitoring and Stewardship Funds into an account which shall be restricted to the stewardship and monitoring of conservation easements held by the Grantee, including but not limited to the Conservation Easement on the Property; and (2) the Defense and Enforcement Funds into an account which shall be restricted to the legal defense or enforcement of conservation easements held by the Grantee, including but not limited to the Conservation Easement on the Property. Neither of these accounts is required to be non-wasting.

c. The requirement to provide evidence of deposit will be satisfied when Grantee submits to the Stewardship Council the form attached as **Exhibit B**.

5. Conservation Easement Monitoring. From and after the Effective Date, Grantee agrees to conduct regular monitoring of the Property to ensure compliance with the terms of the Conservation Easement. Grantee shall conduct on-site monitoring of the Property not less than annually to assess compliance with the terms and conditions of the Conservation Easement and note any material changes to the Property compared to the baseline documentation report and prior monitoring reports. Upon written request, the Stewardship Council or its designee shall be permitted to accompany the Grantee on its monitoring visits and to receive a copy of any monitoring report prepared by Grantee.

6. Monitoring and Stewardship Endowment Funds. Permissible uses of the Monitoring and Stewardship Endowment Funds shall include, for example:

a. Regular on-site inspection and monitoring to ensure that the terms of conservation easements on the Watershed Properties are being met;

b. Recordkeeping and preparation of reports, notices of violation, any written consent to be submitted to the fee title owner of the property which is subject to the easement, and other documentation related to the conservation easement and the Watershed Property;

c. Communications with the fee title owner of the Watershed Property which is subject to the easement regarding the provisions of the conservation easement and planned or completed activities on the Watershed Property to be performed or allowed by the fee title owner or a licensee/lessee;

d. Responding to any inquiries or concerns raised by entities that have leases or licenses on the Watershed Property or other stakeholders who have an interest in ensuring the beneficial public values are protected.



7. General Monitoring and Stewardship Funds. Permissible uses of General Monitoring and Stewardship Funds shall include, but not be limited to the activities described in Section 6 above with regard to any of the conservation easements held by Grantee.

8. Defense and Enforcement Funds. Grantee shall be permitted to use the Defense and Enforcement Funds for the following purposes:

a. To make direct expenditures of attorneys' fees, costs and disbursements incurred in connection with proceedings to enforce and/or defend the provisions of a conservation easement held by the Grantee against legal challenge, including any claims by third parties;

b. To "pool" funds for legal expenses to enforce and/or defend against legal challenge conservation easements held by the Grantee, including without limitation the Conservation Easement on the Property;

c. To pay premiums into a Conservation Defense Insurance Program offered through the Land Trust Alliance, or other nationally-recognized conservation organization of which Grantee is a member for the enforcement and defense of conservation easements held by member organizations, or to cover deductibles or similar costs related to such insurance.

9. Grant Report. Grantee agrees to submit to the Stewardship Council and/or its designee the following grant Status Reports pursuant to this Agreement. The initial Status Report shall be submitted to the Stewardship Council by the fourth quarter of the 2024 calendar year and include data up to the date of the initial Status Report. The final Status Report shall be submitted to the Stewardship Council or its designee on or before December 31, 2025. The due dates of the initial and final Status Reports can be changed by the Stewardship Council or its designee with at least 60 days written notice to Grantee. The Stewardship Council or its designee shall notify Grantee in a timely manner of the form and content of each Status Report, which shall include, at a minimum:

a. Copies of annual monitoring reports pertaining to the Conservation Easement for years selected by the Stewardship Council or its designee;

b. A statement as to whether any violations of the Conservation Easement were observed during the reporting period, and the outcome of any action taken to correct such violation;

c. A statement as to whether any amendments to the Conservation Easement were approved during the reporting period, with copies of any such amendments included in the Status Reports;

d. A statement as to whether fee title of the property was conveyed, the date of such conveyance, and the identity of the transferee; and

e. A report providing an accounting of how the Grant Funds have been invested or expended in furtherance of the purposes of this Agreement.



10. Records. Grantee will indicate the Grant Funds separately on its books of account, and maintain such records in accordance with generally accepted accounting principles. Grantee shall additionally maintain written records including the baseline documentation report, the Deed of Conservation Easement, any amendments to the Conservation Easement, other transaction documents, and copies of monitoring reports, notices to the landowner, and other communications pursuant to the Conservation Easement in accordance with the practices generally accepted in the land trust community.

11. Inspection. The Stewardship Council or its designee shall have the right to inspect the books and records of Grantee and evaluate Grantee's use of Grant Funds, so long as (i) such inspection or evaluation occurs during regular business hours; (ii) such inspection or evaluation does not unreasonably interfere with Grantee's regular operations; and (iii) the Stewardship Council or its designee provides at least three (3) days prior notice of any such inspection or evaluation.

12. Assignment and Transfer of Funds. Grantee shall not assign its interest under the Conservation Easement except in accordance with the provisions of the Conservation Easement relating to permitted assignments. In the event that Grantee assigns its interest under the Conservation Easement to a successor conservation easement holder ("**Assignee**"), Grantee shall transfer the remaining balance of the Grant Funds to the successor conservation easement holder. Assignee's receipt of any funds from Grantee shall be conditioned upon the Assignee's agreement in writing to assume all of Grantee's obligations under this Agreement.

13. Publicity. The Stewardship Council may include information regarding this Agreement and Grantee in its periodic public reports, press releases, or other public communications.

14. Representations and Warranties. Grantee warrants and represents that it is a tax exempt organization under Section 501(c)(3) of the IRC, and is not a private foundation as defined in section 509(a) of the IRC or is an exempt operating foundation described in Section 4940(d)(2) of the IRC. Grantee further represents and warrants that it shall not use the Grant Funds to attempt to influence legislation or otherwise carry out lobbying activities within the meaning of Sections 501(h), 4911, 4945(d)(1) or 4945(e) of the IRC. No part of the Grant Funds may be used to attempt to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive. No part of the Grant Funds may be used for purposes other than charitable, scientific, literary, or educational purposes within the meaning of IRC Section 501(c)(3).

Grantee does not knowingly employ individuals or contribute funds to organizations found on any terrorist-related list prepared by the U.S. Government, the United Nations, or the European Union, including the Department of Treasury's Office of Foreign Assets Control Specially Designated Nationals List, the Department of Justice's Terrorist Exclusion List, or the list attached to Executive Order 13224. Should any change occur with respect to the preceding sentence, Grantee will notify the Stewardship Council within 7 days of such change.

15. Indemnification. Grantee hereby agrees to indemnify, defend, and hold harmless the Stewardship Council, and the Stewardship Council's past, present and future officers, directors, and employees, from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest,



penalties, and reasonable attorney fees and costs, that they may incur or suffer and that result from, or are related to, the receipt and use of the Grant Funds by Grantee.

16. Limit of Stewardship Council Obligations. The Stewardship Council’s obligations under this Agreement shall under no circumstances exceed the Grant Funds amount set forth in Section 2 above.

17. Assignment. This Agreement may not be assigned by the Grantee in whole or in part except as provided in Section 12 above. The Stewardship Council may assign its rights and delegate its obligations under this Agreement to a third party at the Stewardship Council’s sole discretion, but must provide written notice to Grantee prior to such assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit and burden of the Parties and their respective heirs, successors and assigns.

18. Amendment; Entire Agreement. This Agreement may not be amended or modified except by written instrument signed by both Parties. This Agreement constitutes the entire understanding of the Parties concerning the subject matter hereof, and supersedes any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein.

19. Governing Law. This Agreement shall be governed by the laws of the State of California.

20. Counterparts. This Agreement may be executed in counterparts which together shall constitute a single agreement.

**Pacific Forest and Watershed Lands Stewardship Council,**  
a California Nonprofit Public Benefit Corporation

By: \_\_\_\_\_

Title: Erin Healy, Executive Director

Date: \_\_\_\_\_

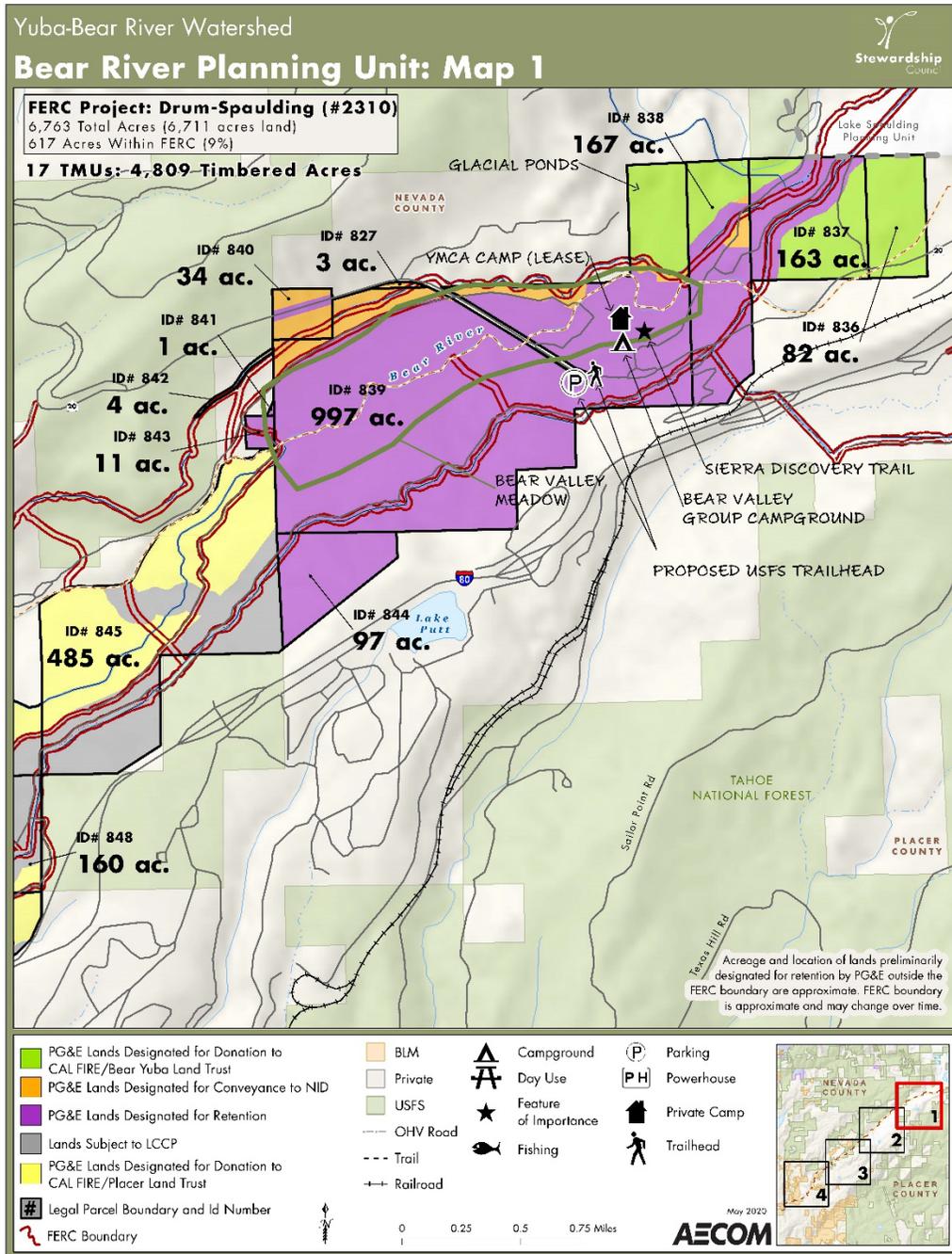
**Placer Land Trust,**  
a California Nonprofit Public Benefit Corporation

By: \_\_\_\_\_

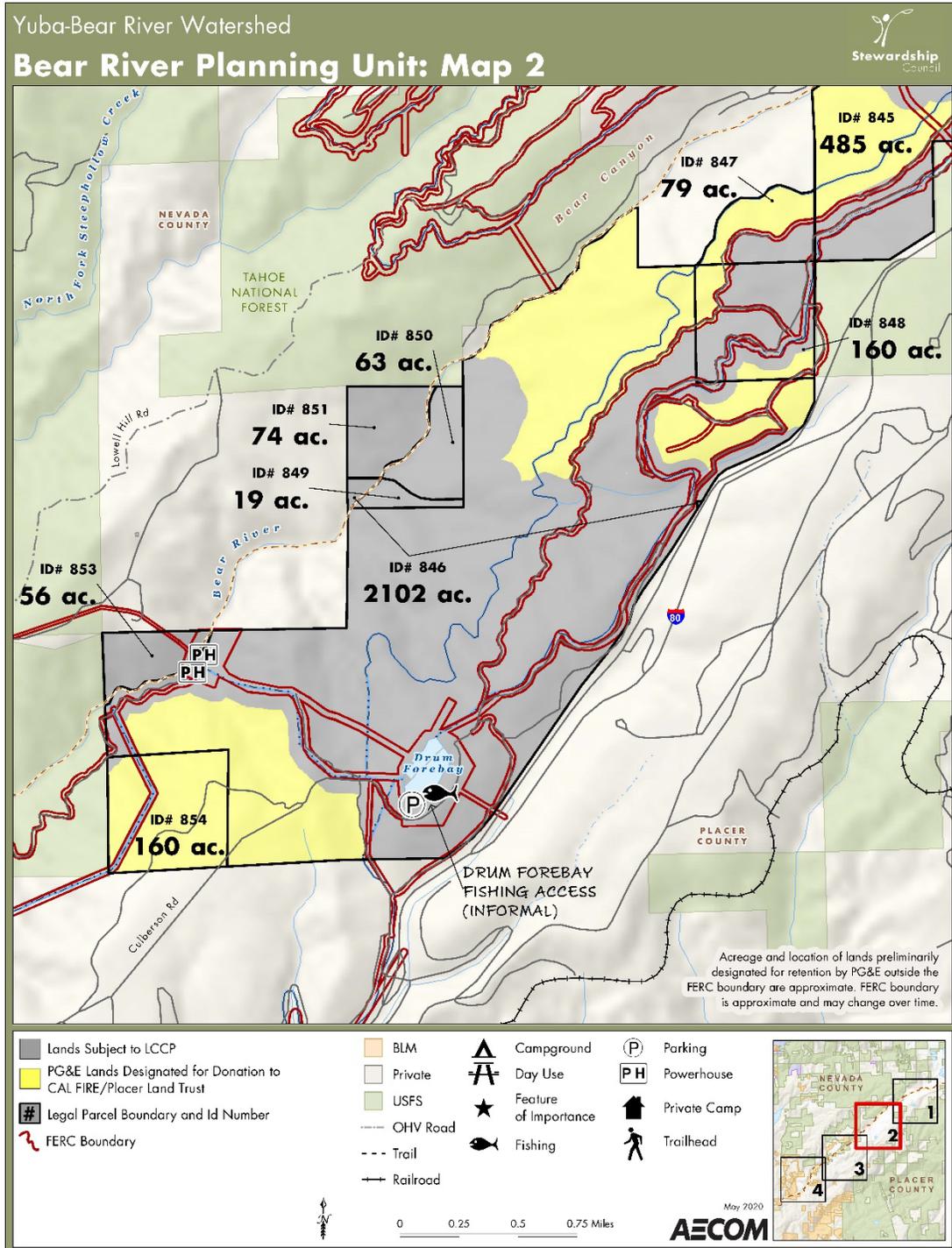
Title: \_\_\_\_\_

Date: \_\_\_\_\_

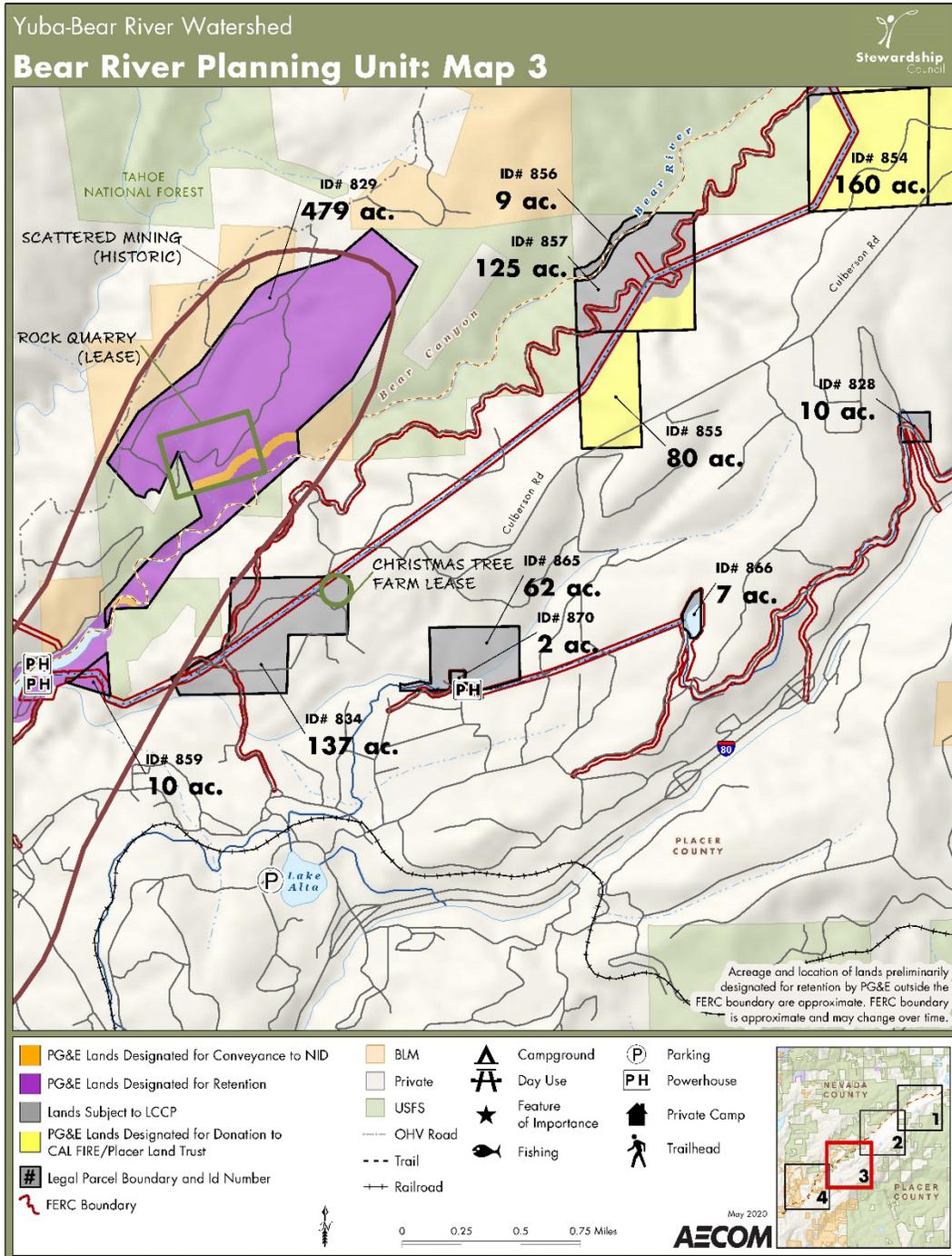
**Exhibit A**  
**Map 1 of 3, Bear River Planning Unit**



**Exhibit A**  
**Map 2 of 3, Bear River Planning Unit**



**Exhibit A**  
**Map 3 of 3, Bear River Planning Unit**





**EXHIBIT B TO CONSERVATION EASEMENT FUNDING AGREEMENT**

**Evidence of Grant Fund Deposit and Restriction of Use Certification**

<b>Date:</b>	<b>Planning Unit/Property Title:</b> Bear River (retained) planning unit
<b>Grantee Name:</b> Placer Land Trust	<b>Grantee Address:</b>

<b>*Date of Deposit of Grant Funds:</b>		<b>Amount Deposited:</b>	
<b>Bank Name:</b>	<b>Account Name:</b>	<b>Account #:</b>	
<b>Certification of Deposit of Grant Funds and Restricted Use of Monitoring of Conservation Easement Funds</b>			
I, hereby state that the above referenced information is true and accurate, and understand that the above information, if misrepresented, or incomplete, may be grounds for immediate repayment of grant funds. I also agree that account activity will be restricted to the permissible uses of General Monitoring and Stewardship Funds as set forth in Section 3c and 7 of the Grant Agreement.			
<b>Name:</b>		<b>Title:</b>	
<b>Signature:</b>		<b>Date:</b>	

<b>*Date of Deposit of Grant Funds:</b>		<b>Amount Deposited:</b>	
<b>Bank Name:</b>	<b>Account Name:</b>	<b>Account #:</b>	
<b>Certification of Deposit of Monitoring and Stewardship Endowment Funds in Non-Wasting Endowment</b>			
I, hereby state that the above referenced information is true and accurate, and understand that the above information, if misrepresented, or incomplete, may be grounds for immediate repayment of grant funds. I also agree that account activity will be restricted solely for the purpose of funding Grantee’s costs for the stewardship and monitoring of conservation easements on the Watershed Properties and shall be treated as a non-wasting endowment as set forth in Sections 3a and 4a of the Grant Agreement.			
<b>Name:</b>		<b>Title:</b>	
<b>Signature:</b>		<b>Date:</b>	

For third section, see page 2



**EXHIBIT B TO CONSERVATION EASEMENT FUNDING AGREEMENT – Page 2**

<b>*Date of Deposit of Grant Funds:</b>		<b>Amount Deposited:</b>
<b>Bank Name:</b>	<b>Account Name:</b>	<b>Account #:</b>
<b>Certification of Deposit of Grant Funds and Restricted Use of Defense &amp; Enforcement Funds</b>		
I, hereby state that the above referenced information is true and accurate, and understand that the above information, if misrepresented, or incomplete, may be grounds for immediate repayment of grant funds. I also agree that account activity will be restricted to the permissible uses of the Defense and Enforcement Funds as set forth in Sections 3b and 8 of the Grant Agreement.		
<b>Name:</b>	<b>Title:</b>	
<b>Signature:</b>	<b>Date:</b>	

**Return to:**  
 Stewardship Council  
 8863 Greenback Ln. #326  
 Orangevale, Ca 95662  
**Phone:** (916) 297-6660

**\*Please include a copy of the bank statement(s) referencing the above deposit(s).**

I.02-04-026

**APPENDIX E**  
**LAND CONSERVATION COMMITMENT**

**STATEMENT OF PURPOSE**

PG&E shall ensure that the Watershed Lands it owns and Carizzo Plains are conserved for a broad range of beneficial public values, including the protection of the natural habitat of fish, wildlife and plants, the preservation of open space, outdoor recreation by the general public, sustainable forestry, agricultural uses, and historic values. PG&E will protect these beneficial public values associated with the Watershed Lands and Carizzo Plains from uses that would conflict with their conservation. PG&E recognizes that such lands are important to maintaining the quality of life of local communities and all the people of California in many ways, and it is PG&E's intention to protect and preserve the beneficial public values of these lands under the terms of any agreements concerning their future ownership or management.

PG&E Environmental Enhancement Corporation will develop a plan for protection of these lands for the benefit of the citizens of California. Protecting such lands will be accomplished through either (1) PG&E's donation of conservation easements to one or more public agencies or qualified conservation organizations consistent with these objectives, or (2) PG&E's donation of lands in fee to one or more public entities or qualified conservation organizations, whose ownership would be consistent with these conservation objectives.

-

**COMMITMENTS**

1. PG&E Shall Place Permanent Conservation Easements on or Donate Watershed Lands: The Watershed Lands and Carizzo Plains shall (1) be subject to permanent conservation easements restricting development of the lands so as to protect and preserve their beneficial public values, and/or (2) be donated in fee simple to one or more public entities or qualified non-profit conservation organizations, whose ownership will ensure the protection of these beneficial public values. PG&E will not be expected to make fee simple donations of Watershed Lands that contain PG&E's or a joint licensee's hydroelectric project features. In instances where PG&E has donated land in fee, some may be sold to private entities subject to conservation easements and others, without significant public interest value, may be sold to private entities with few or no restrictions.

The conservation easements shall provide for the preservation of land areas for the protection of the natural habitat of fish, wildlife and plants, the preservation of open space, outdoor recreation by the general public, sustainable forestry, agricultural uses, and historic values and, shall prevent any other uses that will significantly impair or interfere with those values. Conservation easements on the Watershed Lands will include an express reservation of a right for continued operation and maintenance of hydroelectric facilities and associated water delivery facilities, including project replacements and improvements required to meet existing and

**I.02-04-026**

future water delivery requirements for power generation and consumptive water use by existing users, compliance with any FERC license, FERC license renewal or other regulatory requirements. In addition, easements will honor existing agreements for economic uses, including consumptive water deliveries. The conservation easements shall be donated to and managed by one or more non-profit conservation trustees, qualified conservation organizations or public agencies with the experience and expertise to fully and strictly implement the conservation easements.

2. Process For Development of the Conservation Easements and Land Donation Plan: PG&E will work with PG&E Environmental Enhancement Corporation and the Commission in the development and implementation of the conservation easements and land donation plan. PG&E Environmental Enhancement Corporation will recommend to PG&E (1) conservation objectives for the properties, including identification of conservation values, (2) criteria for ultimate disposition of the properties, (3) conservation easements guidelines, and (4) land disposition plans.
  
3. Reporting Responsibilities: PG&E Environmental Enhancement Corporation will prepare a report to the Commission within 18 months of the Effective Date describing the status of the conservation easement and land disposition plan. PG&E Environmental Enhancement Corporation will make the report available to the public upon request. Every two years following the first report, PG&E Environmental Enhancement Corporation will prepare a report to the Commission on the implementation of the conservation easement and land disposition plan.

## **Attachment B**

Deed of Conservation Easement and Agreement

<p>RECORDING REQUESTED BY</p> <p><b>PACIFIC GAS AND ELECTRIC COMPANY</b> <b>Land Department</b> <b>Attention: Paul Coviello</b> <b>1850 Gateway Blvd, Room 7043C</b> <b>Concord, CA 94520</b></p>	
<p>WHEN RECORDED MAIL TO</p> <p><b>PACIFIC GAS AND ELECTRIC COMPANY</b> <b>245 Market Street, N10A, Room 1015</b> <b>P.O. Box 770000</b> <b>San Francisco, California 94177</b></p>	
<p>The undersigned Grantor declares that the documentary transfer tax is \$-0- (R&amp;T Code 11911 court-ordered conveyance or decree that is not pursuant to sale)</p> <p>LD# 2116-11-10007</p>	<p>(Space Above this Line for Recorder's Use)</p>

Placer County APN: 062-020-011, 062-150-008, 062-210-027, 062-220-006, 062-220-007, 062-220-008, 062-220-009, 062-230-002, 062-230-021, 062-230-028, 062-230-045, 062-230-046, 062-230-061, 062-230-080, 062-240-002, 062-240-003, 062-240-031, 062-240-048, 062-251-001, 062-360-003, 062-460-027

Nevada County APN: 065-100-040, 065-100-041, 065-100-017, 65-110-004, 065-110-006

Date: \_\_\_\_\_

**DEED OF CONSERVATION EASEMENT AND AGREEMENT**  
**(BEAR RIVER PLANNING UNIT)**

Between

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,  
as Grantor

and

PLACER LAND TRUST, a California non-profit public benefit corporation,  
as Grantee

**Note to the County Recorders:** This is a conservation easement within the meaning given to such term in California Government Code §27255 and is to be included in the index developed and maintained pursuant to such section.

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**DEED OF CONSERVATION EASEMENT AND AGREEMENT  
(BEAR RIVER PLANNING UNIT)**

THIS DEED OF CONSERVATION EASEMENT AND AGREEMENT (this "**Easement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Effective Date**") by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Grantor**"), and PLACER LAND TRUST, a California non-profit public benefit corporation ("**Grantee**"), with reference to the following facts:

**RECITALS**

A. The Property. Grantor is the owner of approximately 2,457 acres of real property located in Placer and Nevada Counties, State of California, as more particularly described in the attached Exhibit A (the "**Property**").

B. FPA and FERC Jurisdiction. Portions of the Property lie within the boundaries of one or more hydroelectric projects licensed to Grantor pursuant to Part I of the Federal Power Act, 16 U.S.C. §§792-823d ("**FPA**").

1. FPA and FERC Requirements. The FPA requires regulation of the construction, operation, and maintenance of non-federal hydroelectric power projects pursuant to licenses issued by the Federal Power Commission, or its successor, the Federal Energy Regulatory Commission ("**FERC**"). Each such license requires the licensee to undertake appropriate measures on behalf of both developmental and environmental public interest uses of a waterway, including as relevant fish and wildlife protection and enhancement, irrigation, flood control, water supply, and recreation, together with whatever other beneficial public uses the license identifies as a "Project Purpose." The license requires the licensee to acquire and retain all interests in non-federal lands and other property necessary or appropriate to carry out the Project Purposes.

2. FPA and FERC Non-Project Uses. The FPA provides FERC with authority to regulate the use of a licensed project's lands and waters not only by the licensee but also by any other entity. FERC refers to such third-party use as "non-project use of project lands and waters." Even where the third-party use may be compatible with and even promote a specified Project Purpose, such use is "non-project," because it is not in the license as a direct obligation of the licensee. As a FERC licensee for the Property which is the subject of this Easement, Grantor must (except for very minor matters) apply to FERC for approval to convey to a third party any easement over project lands. FERC approval requires conveyance instruments to contain recorded covenants providing that the non-project use will not interfere with Project Purposes, and requires its licensees to enforce such covenants and protect the project values.

3. Removal of FERC Jurisdiction. FERC jurisdiction and authority over a licensed hydropower project is removed if and when (1) the project is decommissioned and the project license is surrendered or otherwise terminated; or (2) FERC determines that the project does not require a license to continue to operate, and the license expires or is otherwise terminated. Neither FERC nor the hydropower project license can bestow, remove, or alter water or other property rights; therefore, the end of FERC jurisdiction over the project has no effect on existing property rights in project lands and waters, including any conservation easements on such lands.

C. Grantor Party to Settlement Agreement. Grantor is a party to that certain Settlement Agreement (the "**Settlement Agreement**") as modified and approved by the Public Utilities Commission of the State of California (the "**Commission**") in its Opinion and Order of December 18, 2003 (Decision 03-12-035).

D. Grantor Party to Stipulation. In furtherance of the Settlement Agreement, and to provide additional detail regarding the implementation of the "Land Conservation Commitment" (defined below), the parties to the Settlement Agreement and other interested parties entered into that certain Stipulation Resolving Issues Regarding the Land Conservation Commitment dated September 25, 2003 (the "**Stipulation**").

E. Governing Documents and Beneficial Public Values. The Settlement Agreement and the Stipulation (collectively, the "**Governing Documents**") require Grantor to ensure that approximately 140,000 acres of watershed lands, all owned by Grantor (collectively, the "**Watershed Lands**"), including the Property, are conserved for a broad range of beneficial public values, including the protection of the natural habitat of fish, wildlife and plants; the preservation of open space; outdoor recreation by the general public; sustainable forestry; agricultural uses; and historic values. The obligations of Grantor to convey conservation easements and protect such beneficial public values on the Watershed Lands, as well as certain other obligations related thereto, are set forth in detail in Appendix E of the Settlement Agreement (as further explicated in Section 12 of the Stipulation), and are defined therein as the "**Land Conservation Commitment.**"

F. Stewardship Council and Land Conservation Plan. Pursuant to the Governing Documents, the Pacific Forest and Watershed Lands Stewardship Council, a California non-profit public benefit corporation (the "**Stewardship Council**"), was created to oversee and carry out the Land Conservation Commitment. Pursuant to the Governing Documents, the Stewardship Council developed a plan for protection of the Watershed Lands for the benefit of the citizens of California (the "**Land Conservation Plan**" or "**LCP**"). The LCP includes, among other things, objectives to preserve and/or enhance the beneficial public values identified on each parcel of Watershed Lands.

G. California Civil Code §815. The Legislature of the State of California, as set forth in California Civil Code §815 *et seq.*, has found and declared it to be the public policy and in the public interest of this state to encourage the preservation of land in its predominantly natural, scenic, agricultural, historical, forested, or open-space condition,

and that it is "the public policy and in the public interest of this state to encourage the voluntary conveyance of conservation easements to qualified nonprofit organizations."

H. Grantee Qualified Nonprofit Organization. Grantee is a tax-exempt nonprofit organization qualified under §501(c)(3) of the Internal Revenue Code and is eligible to acquire and hold a perpetual conservation easement pursuant to §815.3(a) of the California Civil Code.

I. Grantor's Continuing Hydro Project Activities. Grantor has used and continues to use the Property for the purposes related to the generation of electricity from hydropower facilities and related to the delivery, storage, and consumptive and nonconsumptive use of water as described more fully on attached Exhibit B (the "**Hydro Project Activities**"). In furtherance of the Hydro Project Activities, Grantor has improved portions of the Property with some or all of the following: water- and power-related facilities, access roads, recreational facilities, buildings and other structures. The Governing Documents provide that "[c]onservation easements on Watershed Lands will include an express reservation of a right for continued operation and maintenance of hydroelectric facilities and associated water delivery facilities, including project replacements and improvements required to meet existing and future water delivery requirements for power generation and consumptive water use by existing users, compliance with any FERC license, FERC license renewal or other regulatory requirements."

J. Perpetual Protection of Beneficial Public Values. Grantee and Grantor intend through this Easement to ensure the perpetual protection of the beneficial public values on the Property as generally identified in the LCP, on and subject to the terms and conditions of this Easement. Specifically, the parties intend to assure that the beneficial public values as generally identified in the LCP that specifically exist on this Property and set forth on Exhibit D (the "**Beneficial Public Values**") will be protected and preserved in perpetuity and that uses of the Property that are inconsistent with protecting and preserving these Beneficial Public Values will be restricted, all as set forth in this Easement; provided, however, that Grantor shall retain all interests not transferred to Grantee by this Easement, including, but not limited to Grantor's Hydro Reserved Rights described in Section 7 below.

## **AGREEMENT**

In consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to California Civil Code §815 et seq., Grantor and Grantee further hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a perpetual "conservation easement" as defined by §815.1 of the Conservation Easement Act of 1979 (California Civil Code §815 et seq.) in gross, in, on, over and across the Property (the "**Conservation Easement**"), subject to and in accordance with the terms and conditions of this Easement.

2. Purpose. It is the purpose of this Easement to protect and preserve in perpetuity the Beneficial Public Values on the Property by restricting any use of the Property that will significantly impair the Beneficial Public Values, all subject to and in accordance with the terms and conditions of this Easement (the "**Purpose**"). As used in this Easement, the terms "impair" and "impairment" mean to diminish in quantity, quality, value, strength or viability. As used in this Easement, the terms "significant" and "significantly," when used with "impair" and "impairment," respectively, mean a greater than negligible adverse impact, for more than a transient period. The parties agree that Grantor's retention of certain rights specified in this Easement, including the Hydro Reserved Rights, is consistent with the Purpose of this Easement.

3. Baseline Documentation Report. The parties acknowledge that certain existing conditions particularly relevant to the Property are documented in a baseline documentation report (the "**Baseline Documentation Report**"). Grantor and Grantee each have a copy of the signed Baseline Documentation Report, executed by both parties to acknowledge their approval and receipt of the Baseline Documentation Report. The parties agree that the Baseline Documentation Report contains an accurate representation of such existing conditions of the Property as of the Effective Date, and is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of this Easement. The foregoing notwithstanding, if a dispute arises with respect to any of the conditions of the Property, the parties shall not be foreclosed from utilizing any and all other relevant documents, surveys, or other evidence or information to assist in the resolution of the dispute.

4. Commission and FERC. The terms and conditions of this Easement are subject to any conditions imposed by the Commission pursuant to **[Note: citation to decision/resolution to be inserted]** or by FERC pursuant to any hydroelectric project license for the Property or any applicable orders or regulations that FERC may issue from time to time. Notwithstanding anything to the contrary in this Easement, Grantor, its successors, and assigns have the right to perform any and all acts required by an order of FERC, or its successors, without the prior approval of Grantee or any other person. Grantor expressly reserves the right to comply with all FERC orders and regulations as they may be amended from time to time. In addition, Grantee shall comply with any information requests or reporting obligations required by the Commission or FERC, whether directly to the Commission or FERC, or through Grantor; provided that Grantor shall reimburse the reasonable costs and expenses incurred by Grantee in responding to such requests. Execution of this Easement by Grantor does not imply tacit Commission or FERC approval of a non-project use on the Property nor does it obligate Grantor to seek Commission or FERC approval for non-project uses proposed by Grantee.

5. Rights Conveyed to Grantee. Subject to the terms and conditions of this Easement, Grantor grants and conveys to Grantee the following affirmative rights:

5.1 Identification, Monitoring and Enforcement. The right to identify with Grantor the Beneficial Public Values of the Property, the right to monitor and enforce the protection and preservation of such Beneficial Public Values in accordance

with the terms of this Easement, the right to enforce the terms of this Easement, the right to enjoin any activity on the Property or other use of the Property which violates the terms of this Easement, and the right to enforce the restoration of such areas or features of the Property as may hereafter be damaged in violation of this Easement.

**5.2 Access.** The right for Grantee and Grantee's directors, officers, partners, members, managers, employees, contractors, subcontractors, consultants, representatives, agents, permittees and invitees ("**Grantee's Representatives**") to enter onto the Property at reasonable times, during normal business hours, not more than twice per calendar year and upon not less than ten (10) business days' advance written notice in order to monitor and inspect the Property, to enforce the rights which are granted herein, to determine whether the activities conducted on the Property are in compliance with the terms of this Easement, and to enforce the restoration of such areas or features of the Property as may have been damaged in violation of this Easement, all in compliance with the provisions of Section 10. Grantee will limit the number of Grantee Representatives entering the Property to those who are reasonably necessary to undertake the inspections, and such entry will be for no more days than are reasonably necessary to carry out the inspections. Grantor's representatives shall have the right to accompany Grantee's Representatives during bi-annual monitoring visits or on any other visit permitted by this Section 5.2. Notwithstanding the foregoing, Grantee shall also have the right of entry upon the Property upon not less than twenty-four (24) hours' advance written notice where such entry is necessary to (i) prevent, terminate, or mitigate a violation of the terms of this Easement; or (ii) monitor actions taken pursuant to the bi-annual inspections contemplated by this Section 5.2. All access and entry allowed under this Section 5.2 will be made in a manner that will not unreasonably interfere with the permitted use(s) of the Property by Grantor, its successors in interest, and any occupant(s) or user(s) of the Property and shall comply with any entry and access guidelines established by Grantor and restrictions contained in any Third Party Use Agreements. Without limiting the preceding sentence, Grantee shall comply with any and all of Grantor's on-site safety and security requirements and any other rules and regulations that may be implemented by Grantor. Grantee agrees to cooperate with Grantor and to abide by any and all orders or instructions issued by Grantor, its employees, agents or representatives. Upon request, if Grantee's employees or other representatives will be entering into restricted areas of the Property, Grantee shall have its employees who will be entering such areas attend PG&E safety presentations, so that such employees understand all safety precautions and protocols concerning high voltage transmission lines and the electrical substation.

**5.3 Grantee Signs.** Grantee shall have the right, but not the obligation, at its sole cost and expense, to erect, maintain, and/or remove, one or more reasonable, non-illuminated signs or other appropriate markers in locations on the Property visible from any public roads or other adjoining property, bearing information indicating (a) that the Property is protected by the Conservation Easement, and/or (b) the participation of Grantee and of any funder in the stewardship of the Conservation Easement, the wording, size, number, design, and location of which shall be decided upon by Grantee and Grantor, each exercising its reasonable discretion.

6. Prohibited Uses. Grantor will not engage in, or permit others to engage in, the prohibited uses set forth on Exhibit F hereto, except as otherwise provided therein (the "**Prohibited Uses**"), which Grantor and Grantee agree are inconsistent with the Purpose of this Easement.

7. Grantor's Reserved Rights.

7.1 Hydro and Other Reserved Rights. As provided in California Civil Code §815.4, all interests not expressly transferred and conveyed to Grantee by this Easement shall remain in Grantor, including the right to engage in and permit or invite others to engage in all uses of the Property not affected by this Easement nor prohibited by this Easement or by law. In compliance with §815.4, Grantor and Grantee acknowledge and agree that Grantor expressly reserves all rights accruing from the ownership of the Property and not expressly transferred and conveyed to Grantee by this Easement, including without limitation the right to engage in or permit or invite others to engage in all uses of the Property that do not significantly impair the Beneficial Public Values and are not expressly prohibited by this Easement. Without limiting the foregoing, Grantor shall have the right to engage in and permit or invite others to engage in the permitted uses set forth in Exhibit I (the "**Permitted Uses**"). In addition and notwithstanding any other provision of this Easement, Grantor expressly reserves the right to engage in or permit or invite others to engage in those uses set forth in Exhibit C ("**Hydro Reserved Rights**"), subject to the restrictions set forth in Sections 7.3 and 7.4 below.

7.2 Definitions. As used in this Section 7, the following defined terms shall have the meanings set forth below:

7.2.1 Anticipated Significant Actions. As used herein, "**Anticipated Significant Actions**" are (a) those Required Actions (which include Specified Required Actions pursuant to Section 7.2.3), that involve a Prohibited Use and/or that Grantor determines in Grantor's reasonable discretion exercised in good faith are likely to significantly impair one or more of the Beneficial Public Values, (b) Discretionary Actions that Grantor determines in Grantor's reasonable discretion exercised in good faith are likely to significantly impair one or more of the Beneficial Public Values, and (c) Permitted Uses that Grantor determines in Grantor's reasonable discretion exercised in good faith are likely to significantly impair one or more of the Beneficial Public Values. Except as provided in Section 7.3.1, no Grantee notification, consultation or consent shall be required for actions, activities or improvements that are not Anticipated Significant Actions.

7.2.2 Required Actions. As used herein, "**Required Actions**" are those intended actions, activities or improvements that Grantor determines in Grantor's sole discretion exercised in good faith are required on the Property by any one or more of the following: (a) the Commission, FERC, or any other governmental entity having jurisdiction over Grantor's use, ownership, operation, or management of the Property, including the Hydro Project Activities, or (b) any Applicable Law (as defined in Section 8), or (c) any Third Party Use Agreements, or (d) to comply with professional practices,

standards and/or policies governing the Hydro Project Activities. All references in this Agreement to "Required Actions" shall include Specified Required Actions (as defined below) unless otherwise noted.

**7.2.3 Specified Required Actions.** As used herein, "**Specified Required Actions**" are those Required Actions that require a specified action, activity or improvement on the Property, with respect to which Grantor has no material discretion over the specific details of implementation, including, without limitation, the manner, timing, and location of the Specified Required Action. Without limiting Grantor's notification obligations pursuant to Section 7.3.1 below, no Grantee consultation or consent shall be required with respect to any Specified Required Action.

**7.2.4 Discretionary Action.** As used herein, a "**Discretionary Action**" is an intended action, activity or improvement that is not a Required Action or a Permitted Use, and does not involve a Prohibited Use.

**7.2.5 Hydro Operating Zone.** As used herein, a "**Hydro Operating Zone**" is a spatially delineated area of the Property intended to primarily contain (or immediately adjacent to an area of the Property containing) Hydroelectric Facilities and Associated Water Delivery Facilities, as defined and described on Exhibit B hereto. The delineated Hydro Operating Zones, if any, are set forth on Exhibit G hereto; provided, however, that, subject to Sections 7.3 and 7.4 below, Grantor shall have the right, as a Discretionary Action governed by Sections 7.3 and 7.4 below, to expand, contract, add or remove Hydro Operating Zones from time to time.

**7.3 Annual Work Plan Notification, Consultation and Consent Requirements.**

**7.3.1 Delivery and Contents of Annual Work Plan.** No later than February 15th of each calendar year after the Effective Date, Grantor shall prepare and deliver to Grantee an annual work plan for the Property (an "**Annual Work Plan**"). In the Annual Work Plan, Grantor shall inform Grantee of the Anticipated Significant Actions Grantor anticipates undertaking on the Property during such calendar year. The Annual Work Plan shall include the following:

(a) a reasonably detailed description of the Anticipated Significant Actions Grantor intends to commence within such calendar year, together with a bullet point list of those actions Grantor intends to commence during such calendar year that Grantor determines do not constitute Anticipated Significant Actions;

(b) a bullet point list of all actions undertaken by Grantor during the immediately preceding calendar year that Grantor determined did not constitute Anticipated Significant Actions and were not described in a previous Annual Work Plan (or otherwise disclosed to Grantee);

(c) an indication of whether the Anticipated Significant Actions will occur within or outside of a Hydro Operating Zone;

(d) Grantor's determination of which Anticipated Significant Actions are Discretionary Actions;

(e) Grantor's determination of which Anticipated Significant Actions are Required Actions, including a reasonably detailed explanation of the basis for Grantor's determination;

(f) Grantor's determination of which Anticipated Significant Actions are Specified Required Actions, including a reasonably detailed explanation of the basis for Grantor's determination;

(g) Grantor's determination of which Anticipated Significant Actions are Permitted Uses, including a reasonably detailed explanation of the basis for Grantor's determination;

(h) Grantor's estimated timeline for commencement and completion of each of the Anticipated Significant Actions;

(i) a description of Grantor's anticipated efforts to avoid or minimize harm to or impairment of the Beneficial Public Values from the Anticipated Significant Actions;

(j) if and when available, Grantor shall use reasonable efforts to provide copies of any underlying filings (including filings, if any, under the California Environmental Quality Act), permits (e.g., burn permits, stream alteration permits, or timber harvest plans), orders or rulings associated with the Anticipated Significant Actions; and

(k) any Third Party Use Agreement renewals or replacements as contemplated by Section 9.1.2 below.

**7.3.2 Review of Annual Work Plan.** Grantor and Grantee shall meet (in person or electronically) within sixty (60) days after Grantee's receipt of the Annual Work Plan to review the Annual Work Plan. Grantee has the right to request reasonable additional information regarding actions identified in the Annual Work Plan. As part of the Annual Work Plan review process, Grantor and Grantee will consult on Express Third Party Uses as contemplated by Section 9.1 below and Informal Uses as contemplated by Section 9.2 below. Periodically, at such annual review meetings, the content requirements for the Annual Work Plan as set forth in Section 7.3.1 above may be modified, confirmed by mutual written agreement of the parties.

**7.3.3 Anticipated Significant Actions within Hydro Operating Zones.** Without limiting Grantor's notification obligations pursuant to Section 7.3.1 above, no Grantee consultation or consent shall be required with respect to any Anticipated Significant Actions within a Hydro Operating Zone.

**7.3.4 Anticipated Significant Actions Outside Hydro Operating Zones.** The following provisions shall apply with respect to Anticipated Significant Actions outside of a Hydro Operating Zone:

(a) **Specified Required Actions.** Without limiting Grantor's notification obligations pursuant to Section 7.3.1 above, no Grantee consultation or consent shall be required with respect to any Specified Required Actions outside of a Hydro Operating Zone.

(b) **Other Required Actions and Permitted Uses.** With respect to Required Actions and Permitted Uses disclosed in the Annual Work Plan that are not Specified Required Actions and are to be undertaken outside of a Hydro Operating Zone, Grantor and Grantee agree that, at or prior to the meeting to review the Annual Work Plan, Grantee may (but shall be under no obligation to) propose alternative methods and practices to avoid or minimize harm to or impairment of one or more Beneficial Public Values by such Anticipated Significant Actions ("**Proposed Methods and Practices**"). Grantor shall implement the Proposed Methods and Practices, to the extent Grantor determines in its sole discretion exercised in good faith that the Proposed Methods and Practices (i) may be implemented in a commercially reasonable manner balancing the harm to Beneficial Public Values with any increased cost or burden to Grantor, (ii) where applicable, will allow for the completion of a Required Action in a timely manner, and (iii) are reasonably likely to avoid potential harm to or impairment of one or more Beneficial Public Values. If Grantor determines that one or more of the foregoing conditions has not been satisfied, Grantor shall specify the reasons for this determination in detail, and Grantor and Grantee shall cooperate in good faith and with diligence to attempt to resolve Grantor's objections to Grantee's Proposed Methods and Practices consistent with this paragraph.

(c) **Discretionary Actions.** With respect to Discretionary Actions disclosed in the Annual Work Plan that are to be undertaken outside of a Hydro Operating Zone, such Discretionary Actions shall be subject to Grantee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed by Grantee. If Grantee fails to grant or deny Grantor's request for consent within one hundred eighty (180) days following Grantee's receipt of Grantor's request for consent, Grantee shall be deemed to have consented to the particular Discretionary Action described in the request. If Grantee withholds its consent to such proposed Discretionary Action to be undertaken outside of a Hydro Operating Zone, Grantee shall specify its objections in detail and, wherever possible, propose commercially reasonable alternatives, methods and/or practices to avoid or mitigate harm to or impairment of the Beneficial Public Values while substantially achieving the purposes of Grantor's proposed Discretionary Action. Grantor and Grantee shall cooperate in good faith and with diligence to attempt to resolve Grantee's objections in a manner that sufficiently mitigates Grantee's objections to its reasonable satisfaction.

**7.4 Anticipated Significant Actions Not Identified in Annual Work Plan.** If Grantor intends to undertake an Anticipated Significant Action not identified in an Annual Work Plan, Grantor shall notify Grantee (a "**Notice of Action**"), and include the

information required by Section 7.3.1 above. Additionally, Grantor and Grantee shall meet (in person or electronically) within sixty (60) days after Grantee's receipt of the Notice of Action to review Grantor's proposed Anticipated Significant Actions. Any Anticipated Significant Action (other than a Specified Required Action) identified in a Notice of Action which is proposed to occur outside of a Hydro Operating Zone shall be subject to Section 7.3.4 above. Where this Section 7.4 applies, references to the "Annual Work Plan" in Section 7.3.4 above shall be deemed to be references to the applicable Notice of Action except that Grantor shall not be required to provide the list of actions set forth in Section 7.3.1(b) above.

**7.5** Emergency Actions. Notwithstanding any other provisions of this Section 7, in the case of an emergency or other exigent circumstance affecting the safety of persons and/or property, Grantor may exercise its Hydro Reserved Rights and take any other remedial actions in an unrestricted manner on all or any portion of the Property within or outside of a Hydro Operating Zone without consultation with Grantee and without Grantee's consent. Grantor shall provide copies of any required notifications to applicable regulatory agencies of the emergency action and shall notify Grantee of those emergency actions taken, such notice to be provided to Grantee as soon as practicable but in any event within thirty (30) days after the emergency action has occurred.

**7.6** Water Rights. The Parties acknowledge that Grantor's exercise of water rights relating to water located or flowing on or under the Property, including those described in Exhibit C, are governed by this Section 7.

**8.** Responsibility for Operations. Nothing in this Easement shall be construed as giving any right or ability to Grantee to exercise physical or managerial control of the day-to-day operations of the Property or of Grantor's activities on the Property. Grantor shall have and retain all responsibility for, and shall bear all costs and liabilities of, the ownership of the Property. In connection with Grantor's use or occupancy of the Property, Grantor shall have and retain all responsibility for, and shall bear all costs and liabilities of, compliance with any present and future applicable laws, ordinances, rules, regulations, permits, licenses, authorizations, orders and requirements, whether or not in the current contemplation of the parties, which may affect or be applicable to the Property or any part of the Property (including, without limitation, any subsurface area), all consents or approvals required to be obtained from, and all rules and regulations of, and all building and zoning laws of, all federal, state, county and municipal governments, the departments, bureaus, agencies or commissions thereof, or any other governmental or quasi-governmental body or bodies exercising similar functions, having or acquiring jurisdiction of the Property (in each case, an "**Applicable Law**"), except as expressly stated otherwise in this Easement. Without placing any limitation on the foregoing sentence, the parties agree as follows:

**8.1** Condition of Property. Grantee shall have no duty or responsibility for (a) the operation or maintenance of the Property except to the extent specifically undertaken by Grantee as permitted under this Easement, (b) the monitoring of any

hazardous conditions thereon, or (c) the protection of Grantor, the public, or any other person or entity from any risks relating to conditions on the Property.

**8.2** Taxes. Grantee shall have no duty or responsibility for real property taxes and assessments levied on the Property.

**8.3** Permits and Approvals. Grantor shall be solely responsible for obtaining any and all applicable governmental permits and approvals for, and otherwise complying with all Applicable Laws relating to, any activity or use of the Property by Grantor which is permitted by this Easement; provided, however, Grantor shall have no responsibility pursuant to this Easement for obtaining permits and approvals required on behalf of unrelated third parties who occupy or use the Property or for an unrelated third party's failure to comply with Applicable Laws. Grantee shall be solely responsible for obtaining any and all applicable governmental permits and approvals for, and otherwise complying with all Applicable Laws relating to, any activity or use of the Property by Grantee which is permitted by this Easement.

**8.4** Limitation on Restoration Obligations. Nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after (a) any Act of God, which includes, without limitation, fire, climate change, flood, storm, earth movement, or natural evolutionary changes in the condition of the Property from that described in the Baseline Documentation Report; (b) any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property or to any person resulting from such causes; or (c) the non-permitted acts of unrelated third parties so long as Grantor has satisfied its obligations under Section 9.3.

**9.** Third Party Use of the Property.

**9.1** Express Third Party Uses. Exhibit H hereto describes the existing third party uses of the Property permitted with the express agreement of Grantor ("**Express Third Party Uses**"). Subject to Section 7 above, Express Third Party Uses shall also include any future third party use implemented by Grantor as a Required Action or as a Discretionary Action approved by Grantee in accordance with Section 7. Grantor retains the right to maintain, renew, and replace all agreements memorializing the Express Third Party Uses ("**Third Party Use Agreements**") and to engage in all activities reasonably required to comply with Grantor's obligations with respect to the Express Third Party Uses, subject to the following conditions:

**9.1.1** Increases in Intensity or Expansion of Location or Size or Change in Use. Any (i) increase in the intensity, or (ii) expansion of the location or size, or (iii) a change in the use, of an Express Third Party Use (whether through a new agreement or an amendment to an existing agreement), that Grantor determines in Grantor's reasonable discretion exercised in good faith is likely to significantly impair the Beneficial Public Values shall be subject to Grantee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed by Grantee, except

if such change in Express Third Party Use constitutes a Required Action in which case the consultation provisions of Section 7 above shall apply.

**9.1.2 Renewal or Replacement of Third Party Use Agreements.**

All Third Party Use Agreements existing on the date hereof are identified on Exhibit H. As Third Party Use Agreements are renewed or replaced (either with the existing user or a new user), Grantor, in consultation with Grantee as part of the Annual Work Plan consultation in accordance with Section 7.3 above, shall include contractual provisions to bring the continuation of the Express Third Party Use and the preservation of the Beneficial Public Values into alignment to the fullest extent reasonably practicable.

**9.1.3 Consultation on Express Third Party Uses.**

As part of the Annual Work Plan review process under Section 7.3 above, Grantor and Grantee will consult on existing Express Third Party Uses, including recommendations, if any, on how to bring the Express Third Party Uses and the preservation of the Beneficial Public Values into alignment to the fullest extent reasonably practicable.

**9.1.4 Enforcement of Third Party Use Agreements.**

If Grantor or Grantee discovers any default under a Third Party Use Agreement that significantly impairs the Beneficial Public Values (and if Grantee makes such discovery, Grantee gives Grantor written notice thereof), Grantor shall use reasonable efforts to enforce such Third Party Use Agreement or otherwise remedy such violation, at Grantor's sole expense.

**9.2 Informal Uses and Public Access.**

Grantor and Grantee recognize that the Property has been used by third parties for recreational, cultural, and other non-commercial or informal purposes without formal written agreements to conduct such activities (the "**Informal Uses**"). Grantor and Grantee further recognize that access is inherent or may be inherent in the enjoyment of the Beneficial Public Values and the Informal Uses. Consistent with the objectives articulated in the Governing Documents to provide continued reasonable access by the public to the Watershed Lands, Grantor shall allow public access to the Property (other than Hydro Operating Zones) that is substantially consistent with the public access existing on the Effective Date, subject to Section 7 and the following limitations:

**9.2.1 Rules and Regulations.**

Grantor reserves the right to make reasonable rules and regulations to control, limit, or, as necessary, exclude Informal Uses and public access.

**9.2.2 Liability Limitation.**

Grantor and Grantee claim all of the rights and immunities against liability for injury to the public to the fullest extent allowable by law.

**9.2.3 Periodic Review of Informal Uses.**

As part of the Annual Work Plan review process under Section 7.3 above, Grantor and Grantee will consult on Informal Uses, including recommendations made by Grantor or Grantee, if any,

regarding the necessity of controlling, limiting or excluding the Informal Uses to ensure the preservation of the Beneficial Public Values.

**9.3 Unauthorized Third-Party Uses.** If Grantor or Grantee discovers any unauthorized third-party use or activity on the Property (not including any third party violation covered by Section 9.1.4 above) that violates the terms of this Easement (and if Grantee makes such discovery, Grantee gives Grantor written notice thereof), Grantor shall use reasonable efforts, in consultation with Grantee, to stop or prevent any such unauthorized use of the Property, at Grantor's sole expense; provided that in no event shall Grantor's obligations under this Section 9.3 require Grantor to pursue legal action or incur other substantial costs. If Grantee demonstrates that Grantor's efforts in compliance with this Section 9.3 have not prevented, or are unlikely to prevent, the unauthorized third-party use or activity on the Property that violates the terms of this Easement, Grantee may meet and confer with Grantor to propose additional efforts to prevent such use or activity which Grantee may undertake, at Grantee's sole expense. Grantor shall consider such proposal in good faith and, if Grantor permits Grantee to use such additional efforts, the scope and duration of such efforts shall be determined by Grantor, and Grantee shall comply with any requirements imposed by Grantor in connection with such efforts.

## **10. Enforcement and Remedies.**

**10.1 Procedures Upon Violation.** If a party hereto (the "**Non-Breaching Party**") determines there is a breach of the terms of this Easement or that a breach is threatened, written notice of such breach (the "**Notice of Breach**") and a demand for corrective action sufficient to cure the breach shall be given by the Non-Breaching Party to the party allegedly breaching this Easement (the "**Breaching Party**"). Within fourteen (14) days after delivery of a Notice of Breach, Grantor and Grantee shall meet at a location in each County where the Property is located or as otherwise agreed to by the parties to discuss the circumstances of the alleged or threatened breach and to attempt to agree on appropriate corrective action. If the parties mutually determine that it is appropriate and desirable, a duly qualified expert in the subject matter of the alleged breach (the "**Consulting Expert**") shall attend the meeting. Grantor and Grantee shall each pay one-half of the costs of retaining the services of the Consulting Expert for such discussion; provided, however, that if Grantor and Grantee are unable to agree upon a Consulting Expert, each party may retain the services of an expert at its own expense. If Grantor and Grantee are unable to agree on appropriate corrective action (or if any such corrective action is required) within thirty (30) days after such meeting, then the Non-Breaching Party may, at its election, deliver a further written notice to the Breaching Party to demand reasonable, particular corrective action to cure the breach (the "**Notice of Easement Violation**"). If a violation is not cured within thirty (30) days after the delivery of the Notice of Easement Violation, or if the cure reasonably requires more than thirty (30) days to complete and there is failure to begin the cure within the 30-day period or failure to continue diligently to complete the cure, the Non-Breaching Party may commence litigation in accordance with Section 10.2 below.

**10.2 Litigation.** If the parties are not able to resolve a claim or dispute pursuant to Section 10.1 above, the Non-Breaching Party may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance with the terms of this Easement, to recover any damages to which Non-Breaching Party may be entitled for violation of the terms of this Easement, or for any other legal or equitable relief available under California law, including, but not limited to, temporary or permanent injunctive relief, monetary damages and/or any other form of relief required to achieve the restoration of the Property to the condition in which it existed prior to any violation. To the extent that Grantee recovers any monetary damages for the cost of restoring any injury or damage to a portion of the Property that is caused by Grantor's breach of this Easement, all such damages recovered by Grantee (after appropriate costs of suit are reimbursed) shall be applied to the cost of undertaking any corrective action to the applicable portion of the Property. Notwithstanding anything to the contrary contained in this Easement, in no event shall the Breaching Party be liable to the Non-Breaching Party for, and the parties each hereby waive their right to, any indirect, special, punitive, or consequential damages resulting from the Breaching Party's breach of this Easement, whether foreseeable or unforeseeable.

**10.3 Emergency Injunctive Relief.** If circumstances require immediate action to prevent or mitigate a violation of this Easement and the Non-Breaching Party reasonably determines that irreparable harm would result if the Non-Breaching Party were required to complete the process set forth in Section 10.1, the Non-Breaching Party may proceed immediately to seek an injunction to stop the violation, temporarily or permanently.

**10.4 Remedies Cumulative.** The remedies described in this Section 10 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in California Civil Code §815 *et seq.*, inclusive. The failure of a party to discover a violation or to take immediate legal action shall not bar taking such action at a later time. Nothing in this Section 10 precludes Grantor and Grantee from agreeing to mediation or another non-judicial dispute resolution process.

**10.5 Costs of Enforcement.** All costs incurred in enforcing the terms of this Easement, including, but not limited to, costs of suit and reasonable attorneys' fees as set forth in Section 20.11, shall be borne by the Breaching Party, but only to the extent that a breach of this Easement is determined to have occurred. If, after the Non-Breaching Party delivers a Notice of Easement Violation, it is determined that there was no breach of this Easement by the Breaching Party, the Non-Breaching Party shall pay all of the Breaching Party's costs and expenses incurred in connection with the alleged breach.

**10.6 No Waiver.** Enforcement of this Easement against a party shall be at the discretion of the Non-Breaching Party, and any forbearance by the Non-Breaching Party to exercise its rights under this Easement in the event of any breach of any term of this Easement shall not be deemed or construed to be a waiver by the Non-Breaching Party of such term or of any subsequent breach of the same or any other

term of this Easement or of any of such party's rights under this Easement. No delay or omission by the Non-Breaching Party in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. A party's permission to the other party to carry out, or failure to object to, any proposed use or activity by the other party shall not constitute consent to any subsequent use or activity of the same or different nature.

## **11. Indemnification and Insurance.**

**11.1 Indemnification by Grantee.** Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless Grantor, its parent corporation, subsidiaries, affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (collectively, "**Grantor Indemnitees**") from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, experts' fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "**Claims**") arising out of or in connection with this Easement or the Property to the extent caused by the negligence or willful misconduct of the Grantee Indemnitees.

**11.2 Indemnification by Grantor.** Grantor shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless Grantee, its parent corporation, subsidiaries, affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (collectively, "**Grantee Indemnitees**") from and against all Claims arising out of or in connection with this Easement or the Property except to the extent caused by the negligence or willful misconduct of the Grantee Indemnitees.

**11.3 Release.** Entry onto the Property by Grantee and Grantee's Representatives shall be at Grantee's sole risk and expense, and Grantee accepts all risk relating to the condition of the Property. Notwithstanding the provisions of Section 11.2, Grantor shall not be liable to Grantee for, and to the maximum extent permitted by law, Grantee hereby waives and releases Grantor and the other Grantor Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss to Grantee and/or Grantee's Representatives resulting from or attributable to any occurrence relating to the condition of the Property, except if arising solely from Grantor's gross negligence or willful misconduct.

**11.4 Insurance.** Grantee shall procure, carry and maintain in effect during all access to the Property throughout the term of this Easement the insurance specified in Exhibit E hereto, provided that Grantor reserves the right to periodically review and reasonably modify the insurance requirements specified in Exhibit E in effect to be generally consistent with requirements of other prudent property owners allowing access to their properties by conservation easement holders. All insurance shall be written on forms and with insurance carriers acceptable to Grantor in its commercially reasonable judgment. Prior to Grantee's initial entry onto the Property, and thereafter at least thirty (30) days prior to the expiration date of any policy, Grantee shall provide Grantor with evidence of the insurance coverage, or continuing coverage, as applicable,

satisfying the requirements of this Section 11.4 and Exhibit E. Grantee is also responsible for causing Grantee's agents and contractors entering the Property to comply with the insurance requirements of this Easement at all relevant times, the insurance being specified in Exhibit E. Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold the Grantor Indemnitees harmless against claims, losses, costs (including attorneys' fees and costs), liabilities and damages resulting from the failure of Grantee, or any of Grantee's consultants, contractors or subcontractors, to comply with the insurance requirements set forth in this Section 11.4 and Exhibit E. Except for the right to access the Property under Section 5.2 above, which shall be conditioned upon carrying insurance required herein, no failure to carry such insurance or to provide a certificate thereof by any such deadline shall alter or affect in any manner any of the rights or obligations of the parties under or with respect to this Easement. The foregoing insurance requirements shall not apply in the event that the Grantee is a governmental agency with a self-insurance program reasonably acceptable to Grantor.

## **12. Grantee Transfer of Easement.**

### **12.1 Voluntary Transfer.**

12.1.1 If Grantee desires to assign its interest under this Easement, Grantee shall provide Grantor and the Sierra Nevada Conservancy, a California state agency ("**SNC**") with written notice of such intention to transfer to an assignee which is (a) qualified to hold a conservation easement under §815.3 of the California Civil Code; and (b) willing and with the financial capability (taking into account any stewardship funds to be transferred by Grantee with this Easement) and organizational experience to assume all of the responsibilities imposed on Grantee under this Easement; and (c) acceptable to Grantor in its reasonable discretion. Grantee shall allow the SNC, in consultation with Grantor, a period of not less than sixty (60) days within which to approve the proposed assignee, which approval shall not be unreasonably withheld and shall be based on whether the proposed assignee meets the designation criteria specified in this Section 12.1.1.

12.1.2 Grantee is responsible for identifying a suitable assignee pursuant to Section 12.1.1. However, if a suitable assignee is not identified, then SNC shall have sole discretion to elect to become the assignee of Grantee's interest hereunder.

12.1.3 As conditions to any assignment of Grantee's interest under this Easement, Grantee shall (a) require the assignee to expressly agree in writing to assume Grantee's obligations hereunder, and (b) ensure that such assignee has the resources to fulfill its obligations under this Easement. Notwithstanding anything in this Section 12.1 to the contrary, this Easement shall not be transferred by Grantee to any governmental entity, public agency or Native American tribe without the consent of the Grantor, which consent shall be in Grantor's sole discretion exercised in good faith.

**12.2 Involuntary Transfer.** If Grantee ever ceases to exist or no longer qualifies under §815.3 of the California Civil Code, the Stewardship Council (or its designee), or if the Stewardship Council (or its designee) shall cease to exist, the Attorney General of the State of California, shall petition a court of competent jurisdiction to transfer this Easement to an organization that meets all of the designation criteria specified in Section 12.1.

**13. Subsequent Property Transfers by Grantor.**

**13.1 Rights of Grantor.** Subject to the provisions of Sections 7 and 9 above, this Section 13, Section 20.12 below, and Exhibit F, Paragraph 1 below, Grantor shall have the unrestricted right to sell, encumber, or otherwise transfer the Property or portions thereof to anyone Grantor chooses. Notwithstanding the foregoing, Grantor shall disclose the existence of this Easement (including reference to the recording information) in any deed or other legal instrument by which Grantor divests itself of a real property interest in all or a portion of the Property, including, without limitation, a leasehold interest, and all such conveyances shall be made expressly subject to the terms of this Easement. Grantor shall notify Grantee periodically of any contemplated grants by Grantor to any third party of any interest in any portion of the Property, whether such interest is a fee, easement, lease, mortgage or other interest. Additionally, Grantor shall notify Grantee in writing not more than thirty (30) days after any grant by Grantor to any third party of any interest in any portion of the Property, whether such interest is a fee, easement, lease, mortgage or other interest. The failure of Grantor to perform any act required by this Section 13 shall not impair the validity of this Easement or limit its enforcement in any way or create any obligation on the part of Grantee. Grantor recognizes that Grantee may incur direct and indirect costs for monitoring and administration of the Conservation Easement in the event fee title to the Property is transferred under this provision. Accordingly, upon Grantor's sale, transfer or conveyance of fee title of the Property, partially or in its entirety, Grantor shall pay, or cause to be paid, to Grantee a one-time payment of a sum representing the increased cost of such Conservation Easement stewardship, as reasonably determined at such time by Grantee. Such one-time payment shall be in addition to any reimbursements required pursuant to Section 13.2.4 or Section 17 of this Easement.

**13.2 Potential Release of Hydro Reserved Rights.**

**13.2.1 Conveyance of Entire Property.** In the event:

(a) Grantor intends to transfer fee title to the entire Property to an unaffiliated third party;

(b) the Hydro Project Activities and any uses and facilities that are unrelated to the Hydro Project Activities but undertaken as a Required Action at the Property have been formally and permanently terminated by Grantor and, as appropriate, decommissioned pursuant to a regulatory proceeding; and

(c) no Hydroelectric Facilities and Associated Water Delivery Facilities, nor other facilities unrelated to Hydro Project Activities installed pursuant to a Required Action are located at the Property,

then, subject to any final orders or decommissioning requirements issued by the FERC and/or other agency(ies) with jurisdiction over the Hydro Project Activities and such other unrelated uses prior to said transfer of the entire Property, Grantor shall release, relinquish and forever terminate, in a manner that shall be binding upon all successors in interest to the Property, (i) all rights of Grantor described in Exhibit C, (ii) the exceptions to the Prohibited Uses for Required Actions and Specified Required Actions set forth in Exhibit F, (iii) the exceptions to the Prohibited Uses in Exhibit F relating to activities within the Hydro Operating Zone, and (iv) Permitted Uses, to the extent related to the Hydro Project Activities, as set forth in Exhibit I (items (i), (ii), (iii) and (iv) being referred to collectively as the "**Reservations**"). Following such release, relinquishment and termination of Reservations, all Anticipated Significant Actions (except for Prohibited Uses and continuing Permitted Uses) shall be subject to Grantee's consent as Discretionary Actions and the Easement shall be interpreted more restrictively in a manner recognizing the release of Reservations. Additionally, following such release, relinquishment and termination of Reservations, the forest management activities specified in Section 9 of Exhibit I shall continue as Permitted Uses, but shall be subject to Grantee's consent as Discretionary Actions.

**13.2.2 Partial Conveyance.** In the event:

(a) Grantor intends to transfer fee title to less than the entire Property (the "**Transferred Parcel**") to an unaffiliated third party;

(b) the Hydro Project Activities and any uses and facilities that are unrelated to the Hydro Project Activities but undertaken as a Required Action at the Transferred Parcel have been formally and permanently terminated by Grantor and, as appropriate, decommissioned pursuant to a regulatory proceeding; and

(c) no Hydroelectric Facilities and Associated Water Delivery Facilities, nor other facilities unrelated to Hydro Project Activities installed pursuant to a Required Action are located at the Transferred Parcel,

then, subject to any final orders or decommissioning requirements issued by the FERC and/or other agency(ies) with jurisdiction over the Hydro Project Activities and such other unrelated uses, prior to said transfer of the Transferred Parcel, Grantor shall release, relinquish and forever terminate, in a manner that shall be binding upon all successors in interest to the Transferred Parcel, the Reservations with respect to the Transferred Parcel. Following such release, relinquishment and termination of Reservations, all Anticipated Significant Actions (except for Prohibited Uses and continuing Permitted Uses) on the Transferred Parcel shall be subject to Grantee's consent as Discretionary Actions and the Easement shall be interpreted more restrictively in a manner recognizing the release of Reservations as to the Transferred

Parcel. Additionally, following such release, relinquishment and termination of Reservations, the forest management activities specified in Section 9 of Exhibit I on the Transferred Parcel shall continue as Permitted Uses, but shall be subject to Grantee's consent as Discretionary Actions.

**13.2.3 Grantor's Continuing Reserved Rights.** Nothing in Section 13.2.2 shall limit the rights of Grantor in this Easement with respect to the portion of the Property retained by Grantor.

**13.2.4 Easement Amendment.** In the event of a conveyance and release of Reservations pursuant to this Section 13.2, Grantor and Grantee may agree to amend this Easement, or to create a separate Easement for the Transferred Parcel and for the remaining portion of the Property in accordance with Section 17, to reflect the release of Reservations and, where appropriate, to reflect separate ownership of the Transferred Parcel and the remainder of the Property. In accordance with Section 17 below, Grantor shall reimburse Grantee for all reasonable costs incurred in connection with the drafting, review, negotiation, approval and recording of any amendment or separate Easement pursuant to this Section, including costs incurred in consideration of whether an amendment and/or new Easement(s) is/are necessary or appropriate.

**13.2.5 Transfer Restrictions Remain Applicable.** Nothing herein shall affect Grantor's obligations under Section 1 of Exhibit F.

#### **14. Extinguishment and Condemnation.**

**14.1 Extinguishment.** If circumstances arise in the future such as render the Purpose of this Easement impossible to accomplish, this Easement shall only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Grantor's economic hardship shall not be a reason to extinguish this Easement.

**14.2 Condemnation.** If all or part of the Property is taken by the exercise of the power of eminent domain by a public, corporate, or other authority, whether permanent or temporary, including a private sale in lieu of eminent domain, so as to abrogate the restrictions imposed by the Conservation Easement, Grantor and Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. All compensation thereby awarded will belong and be paid to Grantor and Grantee in proportion to their respective interests in the Property as determined pursuant to Section 14.3, it being expressly agreed that the Conservation Easement constitutes a compensable property right. All expenses incurred by Grantor and Grantee in such action shall be paid out of the recovered proceeds. Grantor and Grantee acknowledge that any and all awards to Grantor and Grantee may be subject to the approval of the Commission and/or the FERC.

**14.3 Proceeds.** Pursuant to California Civil Code §815.2(a) this Easement constitutes a real property interest immediately vested in Grantee. It is

acknowledged by the parties that the purposes of establishing the value of this property right and enforcing the rights of Grantee with respect thereto is to prevent a private windfall and to protect the public investment which is involved in the conveyance of the Conservation Easement. That being the case, the parties stipulate that, for the purpose of determining the ratio for proportionate value of each party's respective interest in the Property at the time of termination or extinguishment of the Conservation Easement, the value of the Conservation Easement shall be the difference between (a) the current fair market value of the fee interest in the Property at the time of termination, as if unencumbered by the Conservation Easement, but taking into account all other existing restrictions on the improvement, construction, alteration, expansion, development, use, maintenance or operation of all or any portion of the Property (e.g., zoning laws, land use laws or other governmental laws, codes, regulations or ordinances, and private restrictions such as covenants, restrictions and agreements), and (b) the current fair market value of the Property at the time of termination, as encumbered by the Conservation Easement, but taking into account all other existing restrictions on the improvement, construction, alteration, expansion, development, use, maintenance or operation of all or any portion of the Property (e.g., zoning laws, land use laws or other governmental laws, codes, regulations or ordinances, and private restrictions such as covenants, restrictions and agreements). The values shall be determined by an appraisal prepared by a qualified appraiser familiar with appraising conservation easements jointly selected by Grantor and Grantee. The cost of the appraisal shall be paid out of proceeds in proportion to the recoveries of Grantor and Grantee. There shall be no restriction on Grantor's or Grantee's use of proceeds received pursuant to this Section 14.3.

**15. Estoppel Certificates.** Grantee shall, within thirty (30) days after receiving Grantor's written request therefor (not to exceed once during any twelve (12) month period), execute and deliver to Grantor a document certifying, to the actual knowledge of the person executing the document without any duty of investigation, that Grantor is in compliance with any obligation of Grantor contained in this Easement, or otherwise evidencing the status of such obligation to the extent of Grantee's actual knowledge thereof, as may be reasonably requested by Grantor.

**16. Notices.** Any notice or other communication required or permitted under this Easement 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, UPS, or Airborne Express, addressed to the parties as follows:

If to Grantor:

If by registered or certified mail, return receipt requested:

Director, Land Management  
Pacific Gas and Electric Company  
P.O. Box 770000, Mail Code N10A  
San Francisco, CA 94177  
Re: Land Conservation Commitment

With a copy to:

Law Department  
Pacific Gas and Electric Company  
P.O. Box 7442  
San Francisco, CA 94120  
Attn: Managing Counsel, Commercial and Transactions  
(Real Estate)  
Re: Land Conservation Commitment

If by personal delivery or overnight courier:

Director, Land Management  
Pacific Gas and Electric Company  
245 Market Street, Room 1051  
San Francisco, CA 94105  
Re: Land Conservation Commitment

With a copy to:

Law Department  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B30A  
San Francisco, CA 94105  
Attn: Managing Counsel, Commercial and Transactions  
(Real Estate)  
Re: Land Conservation Commitment

If to Grantee:

Placer Land Trust  
Attention: Executive Director  
922 Lincoln Way, Suite 200  
Auburn, CA 95603

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. Either party may change the address for notice by giving notice to the other party in accordance with this Section 16.

**17. Amendment.** This Easement may not be amended, except by written amendment executed by Grantor and Grantee or their respective successors and assigns and recorded in the official public records of the jurisdiction where the Property is located. If circumstances arise under which an amendment would be appropriate, any such amendment shall be consistent with Grantee's conservation easement amendment policy(ies), and the Purpose of this Easement, including continuing to protect and preserve the Beneficial Public Values, and shall not affect the perpetual duration of this Easement or the qualification of the Conservation Easement as a

conservation easement under California Civil Code §815 *et seq.* (or successor thereto). Grantee shall promptly record the amendment in the official records of each County in which the Property is located, and shall thereafter promptly provide a conformed copy of the recorded amendment to Grantor. The party requesting the amendment shall reimburse the non-requesting party for all reasonable costs incurred in connection with the drafting, review, negotiation, approval and recording of such amendment. Grantor shall be deemed to be the "party requesting the amendment" in connection with any amendment and/or new conservation easement(s) pursuant to Section 13 above and the "reasonable costs incurred" shall include consideration of whether an amendment and/or new conservation easement(s) is/are necessary or appropriate.

**18. Hazardous Substances.**

**18.1 Definitions.** The following terms have the meanings ascribed to them below for purposes of this Easement:

**18.1.1 "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, without limitation, 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.

**18.1.2 "Hazardous Substances"** means any hazardous or toxic material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government under any Environmental Requirements, including, without limitation, 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 import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto; 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) which 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

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

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

(f) which contains radon gas.

18.1.3 "**Necessary Remediation**" means Remediation required by any governmental agency which has jurisdiction over the Remediation pursuant to the Environmental Requirements.

18.1.4 "**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 from the Property and any other property to which Hazardous Substances originating on the Property have migrated or may migrate in the future, and the repair and restoration of the Property, and restoration and mitigation of affected natural resources, regardless of whether such actions are required by Environmental Requirements.

## 18.2 Allocation of Responsibility for Hazardous Substances.

18.2.1 Generally. Grantor shall (as between Grantor and Grantee) bear the cost for the Necessary Remediation of Hazardous Substances.

18.2.2 Environmental Reports. Grantor, as part of the Land Conservation Commitment has prepared certain environmental reports concerning the Property. Copies of these environmental reports have been provided to Grantee.

18.2.3 Grantor Responsibility for the Cost of Necessary Remediation. Grantor shall retain responsibility for the cost of Necessary Remediation of Hazardous Substance releases in soil and groundwater, whether occurring in the past or at any time in the future, which are present on the Property, provided that Grantee did not cause, in whole or in part, such Hazardous Substance contamination.

18.2.4 No Owner or Operator Liability. The parties do not intend this Easement to be, and this Easement shall not be, construed such that it creates in or gives to Grantee any of the following solely as the result of being a holder of the Conservation Easement:

(a) The obligations or liability of an "owner" or "operator" or "arranger," as those terms are defined and used in Environmental Requirements;

(b) The obligations or liabilities of a person described in 42 U.S.C. §9607(a)(3) or (4);

(c) The obligations of a responsible person under any applicable Environmental Requirements;

(d) The right to investigate and remediate any Hazardous Substances associated with the Property; or

(e) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Substances associated with the Property.

### **18.3 Hazardous Substances Indemnification.**

**18.3.1 By Grantor.** Grantor agrees and covenants, at its sole cost and expense, to indemnify, protect, defend and hold Grantee 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, penalties, fines, taxes, obligations, controversies, debts, expenses, accounts, damages (including, without limitation, punitive damages), judgments and liabilities of whatever kind or nature, and by whomsoever asserted, in law, equity or otherwise, including, without limitation, 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 Hazardous Substances present at the Property, alleged to be present there, or otherwise connected in any way to the Property, whether before, on, or after the date of this Easement (collectively, "**Environmental Claims**"), except to the extent caused, in whole or in part, by the negligent or intentional act of Grantee.

**18.3.2 By Grantee.** Grantee agrees and covenants, at its sole cost and expense, to indemnify, protect, defend and hold Grantor harmless, from and against any and all Environmental Claims, to the extent caused, in whole or in part, by the negligent or intentional act of Grantee.

## **19. Carbon Rights.**

**19.1 Promotion of Climate Stability.** Grantor and Grantee anticipate that the protection and preservation of the Beneficial Public Values will promote climate stability, especially the ability of the forest to store atmospheric carbon as a means to mitigate global warming, which is recognized as being of public benefit by the 1993 United Nations Framework Convention on Climate Change, the federal Energy Policy Act of 1002, section 1605(a) and (b), the United States Climate Challenge Program, the

2007 reports of the International Panel on Climate Change, and California legislation such as that embodied in Fish and Game Code Section 1356.

**19.2 Reservation of Carbon Rights.** Grantor exclusively reserves to itself, and to its personal representatives, heirs, successors and assigns, any and all carbon rights and obligations appurtenant to or accruing from the Property as may exist as of the date of recordation of this Easement or as may be granted, discovered, created, declared or developed in the future, including, but not limited to, the right to (subject to and in accordance with Section 7 hereof) use, store, sequester, accumulate, and/or depreciate carbon within or on the Property and the right to trade, sell, transfer, or lease these rights. Grantor and Grantee acknowledge and agree that these carbon rights are consistent with the Beneficial Public Values, and this Easement shall not extinguish or otherwise impair the carbon rights and obligations appurtenant to or accruing from the Property.

**19.3 Carbon Certification.** In furtherance of Grantor's exercise of the carbon rights reserved hereunder, Grantor may elect to enter into an agreement not inconsistent with this Easement respecting such reserved rights as may be required by a third party that Grantor chooses ("**Carbon Certification Party**") in order to facilitate the sale, transfer or lease of the carbon rights and may record such agreement in the official records of any County where the Property is located. To the extent reasonably required by any Carbon Certification Party and requested by Grantor, Grantee, at Grantor's cost and expense, shall cooperate with Grantor by accommodating Grantor's establishment, verification or certification of the carbon rights in connection with the Property. Grantor agrees to notify Grantee at least thirty (30) days prior to any sale, transfer or lease of these carbon rights or the recording of an agreement with respect thereto, unless Grantor has previously notified Grantee in an Annual Work Plan.

**20. General Provisions.**

**20.1 Governing Laws.** This Easement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

**20.2 No Public Dedication.** Nothing contained in this Easement shall be construed or deemed to be an express or implied dedication or gift of all or any portion of the Property for use or access by the general public nor shall this Easement or any of the rights granted hereunder be construed as an acknowledgement of any claim of prescriptive or other similar rights in or over the Property.

**20.3 Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to effect the Purpose of this Easement and the policy and purpose of California Civil Code §815 *et seq.*, while recognizing Grantor's reserved rights. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Purpose of this Easement, which recognizes Grantor's reserved rights and that would render the provision valid shall be favored over any interpretation that would render it invalid.

**20.4 Further Assurances.** Each party hereto agrees to execute and deliver to the other party such further documents or instruments as may be necessary or appropriate in order to carry out the intentions of the parties as contained in this Easement.

**20.5 Severability.** If any provision of this Easement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Easement, and to this end the provisions of this Easement are intended to be and shall be severable.

**20.6 Entire Agreement.** This Easement sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein.

**20.7 No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

**20.8 Successors.** The easement created by this instrument shall be a servitude running with the land in perpetuity. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns and shall run with the Property. However, this Easement shall not create or bestow any lien or property right in any third party. Grantor and Grantee agree that no third party beneficiary to this Easement exists and that nothing contained herein shall be construed as giving any person third party beneficiary status or any right of enforcement hereunder.

**20.9 Recordation.** Grantee shall promptly record this Easement in the official records of each County in which the Property is located, and shall thereafter promptly provide to Grantor a copy hereof showing the recording information. Grantee may re-record this Easement at any time as may be required to preserve its rights in this Easement.

**20.10 Termination of Rights and Obligations.** A party's rights and obligations under this Easement shall terminate only upon transfer of the party's interest in all or portions of either the Conservation Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive the transfer.

**20.11 Attorneys' Fees.** In the event that any party shall bring an action to enforce its rights under this Easement, or relating to the interpretation hereof, whether for declaratory, injunctive 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, including appeals, remands and any other subsequent proceeding (including, but not limited to, the reasonable costs of discovery, investigation, preparation for trial, professional or expert consultation and testimony). 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 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. Any such fees and costs incurred prior to 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 Easement into any judgment on this Easement.

**20.12 Mortgage Liens Subordinate.** No provision of this Easement is to be construed as impairing the ability of Grantor to use the Property as collateral for any loan, provided that any lien securing such loan (a "**Mortgage Lien**"), regardless of date, shall be subordinate to the terms of this Easement and Grantee's rights under this Easement. Under no circumstances may Grantee's rights be extinguished or otherwise affected by the recording, foreclosure, or any other action taken concerning any Mortgage Lien.

**20.13 Pre-Existing Water Rights.** In accordance with Section 12(e) of the Stipulation, this Easement does not impact the authority of third-party holders of water rights to exercise those rights.

**20.14 Table of Contents and Captions.** The table of contents and captions in this Easement have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation.

**20.15 Incorporation of Recitals.** All Recitals are incorporated herein by this reference.

**20.16 List of Exhibits.** The following exhibits are attached hereto and incorporated herein by this reference:

<u>Exhibit A</u>	Property Description
<u>Exhibit B</u>	Description of Hydro Project Activities and Hydroelectric Facilities and Associated Water Delivery Facilities
<u>Exhibit C</u>	Hydro Reserved Rights
<u>Exhibit D</u>	Beneficial Public Values
<u>Exhibit E</u>	Grantee Insurance Requirements
<u>Exhibit F</u>	Prohibited Uses
<u>Exhibit G</u>	Hydro Operating Zone
<u>Exhibit H</u>	Express Third Party Uses and Third Party Use Agreements
<u>Exhibit I</u>	Permitted Uses

[20.17 Counterparts](#). This Easement 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. In the event of a discrepancy between counterparts, the recorded Easement shall be controlling.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Grantor has granted to Grantee, and Grantee has accepted, this Easement, and the parties mutually agree to the terms and covenants set forth above, as of the Effective Date.

GRANTOR:

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

By: \_\_\_\_\_  
Andrew K. Williams  
Vice President, Shared Services

GRANTEE:

PLACER LAND TRUST,  
a California non-profit public benefit  
corporation

By: \_\_\_\_\_  
Christine A. Pieper, President

By: \_\_\_\_\_  
Fred Yeager, Vice President

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 \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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 \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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 \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

EXHIBIT A

PROPERTY DESCRIPTION

[Follows this page]

EXHIBIT B

Description of Hydro Project Activities  
and  
Hydroelectric Facilities and Associated Water Delivery Facilities

As used in this Easement, "**Hydro Project Activities**" are those existing and future uses of the Property, and the existing and future Hydroelectric Facilities and Associated Water Delivery Facilities (as defined below) now or hereafter located on, above, or under the Property, associated with the operation of the Drum-Spaulling FERC Project (FERC Project No. 2310), and shall include any future uses of the Property, and the existing and future Hydroelectric Facilities and Associated Water Delivery Facilities now or hereafter located on, above, or under the Property, associated with compliance with any future FERC License, FERC License renewal or other regulatory requirements.

As used in this Easement, "**Hydroelectric Facilities and Associated Water Delivery Facilities**" are those existing and future facilities, structures, buildings, and improvements now or hereafter located on, above, or under the Property, and associated with the operation of the Drum-Spaulling FERC Project (FERC Project No. 2310), including, but not limited to, the following existing and future improvements: powerhouses, dwellings, restrooms, warehouse, control building, alarm building, spillways, stream gages, gage house, valve house, pump house, gate house, air washer buildings, dam monitoring building, canals, tunnels, catwalks, helipads, electric transmission lines, and electric distribution lines and associated infrastructure facilities; facilities necessary for the operation of powerhouses; improvements for existing and future water delivery and other requirements of power generation, transmission, distribution, and storage, for nonconsumptive and consumptive water use; gauging stations; bridges; electrical transmission lines, including distribution lines; and communications lines and facilities.

EXHIBIT C

Hydro Reserved Rights

Grantor's reserved rights on the Property include the following, which are expressly excluded from the transfer and conveyance of the easement granted in this Easement and reserved to Grantor:

Subject to the provisions of Section 7, the right to conduct Hydro Project Activities on the Property, including construction, operation, repair, alteration, maintenance, removal, replacement and expansion of existing and future Hydroelectric Facilities and Associated Water Delivery Facilities, including project replacements and improvements required for existing and future water delivery and other requirements for power generation, transmission, distribution, and storage, for nonconsumptive and consumptive water, and for communications in connection with the foregoing and for compliance with any future FERC License, FERC License renewal or other regulatory requirements. In furtherance of and without in any way limiting the generality of the foregoing, the following rights are expressly reserved:

(1) The right to conduct any and all uses and activities now or at any time in the future deemed necessary or appropriate by Grantor in Grantor's sole discretion exercised in good faith in connection with the generation of hydroelectric energy, including, but not limited to the construction, operation, repair, alteration, maintenance, removal, replacement and expansion of existing Hydroelectric Facilities and Associated Water Delivery Facilities, and the construction, operation, repair, alteration, maintenance, removal, replacement and expansion of new Hydroelectric Facilities and Associated Water Delivery Facilities; and

(2) The right to use, maintain, establish, construct, alter, expand and improve water sources, courses, and bodies within the Property, and to take, divert, store, convey and appropriate water; and

(3) The right to increase or otherwise modify water diversion, storage and transmission capacities of Hydroelectric Facilities and Associated Water Delivery Facilities; and

(4) The right to exercise: all riparian water rights inherent in and part and parcel of the Property; all appropriative surface water rights (including, but not limited to, any appropriative surface water rights having a point of diversion, place of storage, or place of use on the Property); all prescriptive surface water rights; and all other right, title and interest of any nature whatsoever in and to the surface waters which are now or hereafter located or flowing on, under or abutting the Property; and

(5) The right to decommission all or any portion of existing and future Hydroelectric Facilities and Water Delivery Facilities in accordance with the applicable license issued by the FERC, or as otherwise allowed by Applicable Law; and

(6) The right to enlarge, improve, reconstruct, relocate and replace said Grantor's existing facilities and additional facilities with any other number, size, or type of transformers, poles, towers, or structures, or underground wires, cables, pipelines and conduits, or other devices and equipment either in the original location or at any location or locations within the Property; and

(7) The right to construct, operate, use, repair, alter, maintain, remove, replace and expand Grantor's existing and future facilities for transformation, transmission and distribution of electric energy and for communication purposes and also the rights to reconstruct, replace, remove, maintain and use the same as Grantor shall at any time and from time to time deem necessary in Grantor's sole discretion exercised in good faith, together with the rights to excavate for, construct, install, repair, reconstruct, replace, remove, maintain and use, at any time and from time to time, additional facilities for the transformation, transmission and distribution of electric energy and for communication purposes, consisting of such devices and equipment with suitable concrete pads and adequate protection therefore necessary for transforming electric energy, one or more lines of underground wires and cables (enclosed at Grantor's option within conduits), and one or more lines of towers, poles and/or other structures, wires and cables, including both underground and overhead ground wires, and all necessary and proper foundations, footings, cross arms and other appliances and fixtures for use in connection with said towers, poles and/or other structures, wires and cables.

EXHIBIT D

Beneficial Public Values

The Purpose of the Conservation Easement for the Property is to protect the Beneficial Public Values of the Property, as summarized below and described in more detail in the Baseline Documentation Report:

- (a) Habitat for fish, wildlife and plants that are native to the area, including species protected under the California Endangered Species Act and/or the federal Endangered Species Act. The term “habitat” includes vegetation along banks and shorelines that contribute to maintaining watershed health. The term “native” refers to plants and animals that occur naturally on the Property, and are defined as “native” by the California Department of Fish & Wildlife and its successors.
- (b) Forest resources on the Property. Forest resources consist of Sierran mixed-conifer and hardwood forests.
- (c) The scenic view shed of the Property in keeping with the surrounding environment, providing a contiguous forested landscape visible to passersby on the nearby roads.
- (d) Outdoor recreation such as swimming, hiking, fishing and sightseeing.
- (e) Identified historical and cultural values, to the extent they are protected by state and federal law.

EXHIBIT E

Grantee Insurance Requirements

Grantee shall procure, carry and maintain the following insurance coverage:

- A. Workers' Compensation and Employers' Liability
  - 1. Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal.
  - 2. Employers' Liability insurance shall not be less than One Hundred Thousand Dollars (\$100,000) for injury or death each accident.
  
- B. Commercial General Liability
  - 1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.
  - 2. The limit shall not be less than One Million Dollars (\$1,000,000) each occurrence/ Two Million Dollars (\$2,000,000) aggregate for bodily injury, property damage and personal injury.
  - 3. Coverage shall: a) By "Additional Insured" endorsement add as insureds Grantor, its directors, officers, agents and employees with respect to liability arising out of work performed by or for Grantee; b) Be endorsed to specify that Grantee's insurance is primary.
  
- C. Business Auto
  - 1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."
  - 2. The limit shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage.
  
- D. Additional Insurance Provisions
  - 1. Upon change in carrier or coverage, or otherwise upon Grantor's request, Grantee shall furnish Grantor with certificates of insurance and endorsements of all required insurance for Grantee.
  - 2. The documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to Grantor.

3. The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to:

Pacific Gas and Electric Company  
Insurance Department - B24H  
Post Office Box 770000  
San Francisco, CA 94177

A copy of all such insurance documents shall be sent to Grantor's Land Agent as specified under Notices in the body of this Easement.

4. Upon request, not to exceed once annually, Grantee shall furnish Grantor complete copies of policies.
5. Upon request, not to exceed once annually, Grantee shall furnish Grantor the same evidence of insurance for Grantee's agents or contractors as Grantor requires of Grantee.

EXHIBIT F

Prohibited Uses

As provided in Section 6 of this Easement, Grantor will not engage in, or permit others to engage in, the following Prohibited Uses:

1. Number of Fee Owners; Subdivision.

(a) Limit on Number of Fee Owners. Except for Specified Required Actions, notwithstanding the fact that the Property, at any time, might be comprised of more than two (2) separate legal parcels, fee title to the Property shall be held by no more than two (2) separate owners at any given time, provided, however, that the foregoing shall not prohibit undivided ownership of the Property by multiple owners (e.g. tenants in common), subject to the restrictions on the rights of undivided owners provided below, and the terms and conditions of this Easement shall perpetually apply to the Property as a whole. The existence of any separate legal parcels shall not be interpreted to permit any use or activity on an individual legal parcel that would not have been permitted on said parcel under the terms and conditions of this Easement as applied to the Property as a whole. This section only applies to conveyances of fee ownership and not to conveyances of any property interests other than fee ownership (e.g. leasehold interests). In respect to ownership of the Property or permitted separate legal parcels, as the case may be, ownership may be (among others) in the form of a partnership, limited partnership, limited liability company, corporation or other legal entity or as undivided interests such as tenants in common, whether by choice or by operation of any Applicable Laws, but no owner of an undivided interest shall thereby have (i) the right of exclusive occupancy or exclusive use of any separate portion of the Property (or permitted separate legal parcel), or (ii) any right to have the Property (or permitted separate legal parcel), partitioned in kind, whether pursuant to California Code of Civil Procedure §872.010 et seq. ("**CCP**") or any successor statute or otherwise. In the event that a partition action is brought and a court determines that the remedy of partition must be granted, Grantor, on behalf of itself and its successors and assigns hereby irrevocably agrees the remedy shall not be a physical subdivision of the Property (or permitted separate legal parcel), but instead may be a partition by appraisal pursuant to CCP §873.910 or any successor statute or a judicially supervised sale of Grantor's entire estate in the Property (or permitted separate legal parcel) pursuant to CCP §873.510 or any successor statute, subject, however, to this Easement, followed by a division of sales proceeds among the parties entitled thereto. Grantor recognizes that Grantee will incur direct and indirect costs for monitoring and administration of the Conservation Easement in the event fee title to a portion of the Property is transferred under this provision. Accordingly, upon Grantor's sale, transfer or conveyance of fee title to less than all of the Property in accordance with this subsection (a), Grantor shall pay, or cause to be paid, to Grantee a one-time payment of a sum representing the increased cost of such Conservation Easement stewardship, as reasonably determined at such time by Grantee. Such one-time payment shall be in addition to any reimbursements required pursuant to Section 13.2.4 or Section 17 of this Easement.

(b) Limit on Subdivision. Except for Specified Required Actions, Grantor shall not subdivide the Property with the result of frustrating the ownership restrictions set forth in subsection (a) above. For example, the following actions would not frustrate the ownership restrictions in subsection (a) above: (i) merger and reduction of the number of separate legal parcels comprising the Property; or (ii) reconfiguring by lot line adjustment the existing internal boundaries of legal parcels within the outer boundaries of the Property; or (iii) clarifying boundary lines with adjacent landowners; or (iv) subdivisions to facilitate Hydro Project Activities. Grantor shall (i) as part of the Annual Work Plan review in accordance with Section 7, or at least ninety (90) days prior to any Grantor subdivision activity (whether or not prohibited hereunder), furnish Grantee with the subdivision application or filings; and (ii) provide to Grantee reasonably sufficient information to identify the boundaries of each legal parcel. This information will become part of the Baseline Documentation Report. At the election of either party, the parties shall execute and record an amendment of this Easement to reflect any change to the legal description of the Property set forth in Exhibit A or any other changes and allocations resulting from permitted subdivision that are not established to the reasonable satisfaction of the parties by recordation in the Public Records of the plan of subdivision approved under Applicable Law.

2. Development Rights. Except for Specified Required Actions provided in Section 7, the development rights associated with all or any portion of the Property may not be transferred to, or used or exercised in connection with, any property other than the Property, such rights of transfer, use and exercise being hereby terminated and extinguished in perpetuity. The phrase "development rights" means any and all rights, however designated, now or hereafter associated with the Property or any portion thereof that may be used pursuant to applicable zoning laws, land use laws or other governmental laws or regulations, to compute permitted size, height, bulk, or number of structures, development density, lot yield, or any similar development variable on or pertaining to the Property or any other property.

3. Mining and Drilling. There shall be no mining, drilling, removing, fracking, or exploring for or extracting of minerals, oil, gas, coal, or other hydrocarbons, soils, sands, gravel, loam, rocks or any other material on, under, or at the Property. Notwithstanding the foregoing, the following shall not be Prohibited Uses:

(a) Specified Required Actions provided in Section 7;

(b) Drilling, removal and extraction of soils, sands, gravel, loam, rocks or any other material on, under, or at the Property in connection with studies and testing to the extent related to Grantor's exercise of the Hydro Reserved Rights;

(c) Testing, drilling and operating groundwater wells; and construction or placement of any structures or improvements within the Hydro Operating Zone to the extent related to Grantor's exercise of the Hydro Reserved Rights; and

(d) The use of soil, sand, gravel and other similar material located on the Property as appropriate for road maintenance, erosion control and in connection

with a Required Action subject to the following limitations: (i) such disturbance shall be kept to the minimum necessary to exercise such rights, (ii) any such soils, sands, and other materials shall not be removed from the Property, and (iii) all such utilization activities shall be conducted in a manner that minimizes to the greatest extent practicable impacts to the Beneficial Public Values.

4. Construction and Placement of Structures and Improvements. There shall be no construction or placement of any structures or improvements on the Property, including (but not limited to) residential, industrial, office, or other buildings, underground or aboveground tanks. Notwithstanding the foregoing, the following shall not be Prohibited Uses:

(a) Required Actions provided in Section 7;

(b) Permitted Uses under Exhibit I;

(c) Construction or placement of any structures or improvements within the Hydro Operating Zone which Grantor has determined relate to Grantor's exercise of the Hydro Reserved Rights; and

(d) Structures and improvements made in the course of prudent and customary land management activities and/or to protect, preserve, or enhance the Beneficial Public Values (including, for example, garbage enclosures, benches, interpretive kiosks, and appropriately located and sized caretaker structure).

5. Vehicles. Except for Required Actions provided in Section 7, or in the case of an emergency or other occurrence affecting the safety of persons and/or property, there shall be no use of any motorized vehicles off of existing roadways on the Property except vehicles used as necessary to carry out prudent and customary land management activities and/or to protect, preserve, or enhance the Beneficial Public Values. Motorized off-road recreational use shall not constitute an activity "related to the protection or preservation of the Beneficial Public Values" as provided in the preceding sentence.

6. Dumping or Salvage. Except for Required Actions provided in Section 7, there shall be no dumping, storage or other disposal on the Property of soil, trash or garbage except for (a) refuse generated on the Property which may be disposed of on the Property on a temporary basis prior to its removal from the Property in areas where the Beneficial Public Values of the Property are not significantly impaired, or (b) compostable refuse generated on the Property which may be disposed of on the Property in a responsible manner which does not significantly impair the Beneficial Public Values of the Property. Except for Required Actions provided in Section 7, there shall be no dumping, storage (other than on a temporary basis) or other disposal of ashes, sludge, Hazardous Substances, or other unsightly or dangerous materials outside of the Hydro Operating Zone. Except for Required Actions provided in Section 7, there shall be no storage or disassembly of inoperable automobiles, trucks, or other

vehicles or equipment for purposes of sale, or rental of space for that purpose outside of the Hydro Operating Zone.

7. Non-Native Animal Species. Except for Required Actions provided in Section 7, there shall be no release anywhere on the Property of non-native animal species other than livestock without Grantee's prior written approval in accordance with Section 7, as required.

8. Vegetation. Except for Required Actions provided in Section 7, there shall be no removal, cutting or destruction on the Property of native vegetation except (a) in an emergency and/or for purposes of disease or insect control or (b) to prevent property damage, personal injury, or flooding or (c) as permitted in Exhibit I, Sections 4 and 9, or (d) with Grantee's prior written approval in accordance with Section 7, as required.

9. Roads and Trails. Except for Required Actions provided in Section 7 or as required to implement a Required Action, or in the case of an emergency or other occurrence affecting the safety of persons and/or property, there shall be no construction of any new roads or trails on the Property; provided, however, the construction of new roads and trails (or the relocation of existing road and trails) on the Property (a) to protect, preserve or enhance the Beneficial Public Values, or (b) intended to create, improve, expand or enhance Informal Uses on the Property, shall be permitted with Grantee's prior written approval in accordance with Section 7, as required. As used herein, the term "construction" shall not include the creation of roads or trails through repeated use, although such activities shall be governed by this Easement.

10. Commercial Uses. There shall be no office, industrial, or other commercial use on the Property that is likely to significantly impair Beneficial Public Values. Notwithstanding the foregoing, the following shall not be Prohibited Uses:

- (a) Required Actions provided in Section 7;
- (b) Uses permitted by Third Party Use Agreements; and
- (c) Office, industrial, or other commercial uses within the Hydro Operating Zone which Grantor has determined relate to Grantor's exercise of the Hydro Reserved Rights.

11. Alteration of Land or Excavation. Except for Required Actions provided in Section 7 or as otherwise explicitly permitted by the terms of this Easement, there shall be no filling, excavating, grading, draining or dredging outside of the Hydro Operating Zone, nor any change in the general topography of the Property; provided, however, such activities shall be permitted outside of the Hydro Operating Zone in the course of prudent and customary land management activities and/or to protect, preserve, or enhance the Beneficial Public Values.

12. Billboards. Except for Required Actions provided in Section 7 or permitted uses under Exhibit I or Grantee's signs permitted under Section 5.3, there shall be no placement of billboards or advertising facilities. The use of Grantor's logo and/or trade style on a sign will not in and of itself constitute a billboard or advertising facility under this provision.

EXHIBIT G

Hydro Operating Zone

[Follows this page]

EXHIBIT H

Express Third Party Uses and Third Party Use Agreements

**1. Express Third Party Uses**

The Express Third Party Uses on the Property are all uses permitted by and pursuant to the Third Party Use Agreements.

**2. Third Party Use Agreements**

The Third Party Use Agreements on the Property are the following:

A The following unrecorded agreements:

1. License Agreement for Agricultural Purposes, dated June 7, 2018, between Pacific Gas and Electric Company and David Jones.
2. Amended and Restated License Agreement for Telecommunications Purposes, dated December 13, 2016, between Pacific Gas and Electric Company and New Cingular Wireless, PCS, LLC.
3. First Amendment to Amended and Restated License Agreement for Telecommunications Purposes, dated September 19, 2020, between Pacific Gas and Electric Company and New Cingular Wireless, PCS, LLC.
4. License Agreement for Telecommunications Purposes, dated January 7, 2016, between Pacific Gas and Electric Company and Ubiquitel Leasing Company.
5. Communication Lease, dated November 1, 1994, between Pacific Gas and Electric Company and Smart SMR of California, Inc.
6. First Amendment to Lease, dated August 29, 2011, between Pacific Gas and Electric and Company TOWERCO ASSETS, LLC.
7. Sublicense Consent and Agreement, dated August 29, 2011, between Pacific Gas and Electric Company, TOWERCO ASSETS, LLC and METROPCS California, LLC.
8. Lease Agreement option exercise letter, dated June 2, 2014, from SBA to Pacific Gas and Electric Company.

B AN EASEMENT OVER SAID LAND FOR DITCH OR CANAL AND INCIDENTAL PURPOSES, AS

GRANTED TO SOUTH YUBA WATER COMPANY, IN DEED RECORDED OCTOBER 01, 1903, BOOK 82 OF DEEDS, PAGE 163, PLACER COUNTY RECORDS.

AFFECTS: A.P.N. 062-460-27 AND 062-360-03

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- C** AN EASEMENT OVER SAID LAND FOR STATE HIGHWAY AND INCIDENTAL PURPOSES, AS GRANTED TO STATE OF CALIFORNIA, IN DEED RECORDED AUGUST 14, 1924, BOOK 213 OF DEEDS, PAGE 46, PLACER COUNTY RECORDS.

P G & E 2116-11-0090

AFFECTS: A.P.N. 62-240-31

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- D** AN EASEMENT OVER SAID LAND FOR ERECTING, MAINTAINING AND USING FOR TELEGRAPH, TELEPHONE AND CONNECTED PURPOSES, A SINGLE LINE OF POLES AND INCIDENTAL PURPOSES, AS GRANTED TO POSTAL TELEGRAPH CABLE COMPANY, A CALIFORNIA CORPORATION, IN DEED RECORDED JUNE 28, 1932, BOOK 311, PAGE 171, PLACER COUNTY RECORDS.

PG & E 2116-11-0036

AFFECTS: A.P.N. 62-250-01 AND 62-240-20

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- E** AN EASEMENT OVER SAID LAND FOR THE ERECTION, CONSTRUCTION, RECONSTRUCTION, REPAIR, REPLACEMENT, MAINTENANCE, INSPECTION AND USE OF POLES, CROSSARMS, WIRES, CABLES, FIXTURES, CABLES, GUYS, UNDERGROUND CONDUITS, PIPES, MANHOLES AND OTHER FIXTURES AND INCIDENTAL PURPOSES, AS GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CALIFORNIA CORPORATION, IN DEED RECORDED MARCH 24, 1933, BOOK 18, PAGE 1, NEVADA COUNTY RECORDS AND RECORDED MARCH 24, 1933, BOOK 318, PAGE 208, PLACER COUNTY RECORDS. CORRECTION DEED RECORDED MAY 30, 1960, BOOK 834, PAGE 189, PLACER COUNTY RECORDS.

P G & E 2117-12-0034

AFFECTS: A.P.N. 62-240-31

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- F** RIGHTS INCIDENTAL TO THE OWNERSHIP FOR THE USE AND DEVELOPMENT OF THE MINERAL INTERESTS GRANTED IN DEED TO EMPIRE STAR MINES COMPANY, LIMITED, A DELAWARE CORPORATION, RECORDED NOVEMBER 7, 1941, (BOOK) 423 (PAGE) 325, OFFICIAL RECORDS. MINERAL RIGHTS NOT SHOWN FURTHER.

AFFECTS: APN: 062-230-002

- G** AN EASEMENT OVER SAID LAND TO CONSTRUCT, MAINTAIN AND USE A ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO ALTA OAKS ASSOCIATION, A CORPORATION, IN DEED RECORDED DECEMBER 07, 1964, BOOK 1044, PAGE 291, PLACER COUNTY RECORDS.

P G & E 2116-10-0144

AFFECTS: A.P.N. 62-020-11

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- H** AN EASEMENT OVER SAID LAND TO CONSTRUCT, MAINTAIN AND USE A ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO ROBERT J. SMITH, ET UX, IN DEED RECORDED FEBRUARY 15, 1966, BOOK 1100, PAGE 638, PLACER COUNTY RECORDS. P G & E 2116-10-0010

AFFECTS: A.P.N. 65-220-05, 06 & 11 AND 62-020-11, 06 & 05

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- I** AN EASEMENT OVER SAID LAND TO CONSTRUCT, MAINTAIN AND USE A ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO LEONIDAS T. PETERSEN, ET AL., IN DEED RECORDED JULY 12, 1966, BOOK 1118, PAGE 637, PLACER COUNTY RECORDS.

P G & E 2116-10-0304

AFFECTS: A.P.N. 65-220-05, 06 & 11 AND 62-020-11, 06 & 05

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- J** AN EASEMENT OVER SAID LAND FOR EXCAVATE, CONSTRUCT, RECONSTRUCT, MAINTAIN AND USE A TUNNEL AND INCIDENTAL PURPOSES, AS GRANTED TO NEVADA IRRIGATION DISTRICT, A CALIFORNIA IRRIGATION DISTRICT, IN DEED RECORDED MAY 16, 1968, BOOK 446, PAGE 650, NEVADA COUNTY RECORDS.

P G & E 2116-11-0160

AFFECTS: A.P.N. 65-110-04, 62-240-02 & 03

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- K** AN EASEMENT OVER SAID LAND FOR TO OVERFLOW, FLOOD AND SUBMERGE THE LAND IN CONNECTION WITH THE OPERATION AND MAINTENANCE OF THE DUTCH FLAT AFTERBAY AND INCIDENTAL PURPOSES, AS GRANTED TO NEVADA IRRIGATION DISTRICT, IN DEED RECORDED MAY 16, 1968, BOOK 446, PAGE 659, NEVADA COUNTY RECORDS, AND RECORDED JUNE 21, 1968, BOOK 1203, PAGE 551, PLACER COUNTY RECORDS.

P G & E 2116-10-0321

AFFECTS: A.P.N. 65-220-06, 12 & 11, 62-020-01, 03, 05, 06 & 11

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- L** AN EASEMENT OVER SAID LAND TO MAINTAIN AND USE THE EXISTING ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO LEE D. ROARK, IN DEED RECORDED FEBRUARY 24, 1974, BOOK 1551, PAGE 324, PLACER COUNTY RECORDS.

P G & E 2116-10-0197

AFFECTS: A.P.N. 62-240-31

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- M** AN EASEMENT OVER SAID LAND TO MAINTAIN AND USE THE EXISTING ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO JOHN L. WILCOX, IN DEED RECORDED FEBRUARY 26, 1974, BOOK 1551, PAGE 329, PLACER COUNTY RECORDS.

P G & E 2116-11-0198

AFFECTS: A.P.N. 62-240-31

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- N** AN EASEMENT OVER SAID LAND TO CONSTRUCT AND MAINTAIN COMMUNICATION FACILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CALIFORNIA CORPORATION, IN DEED RECORDED OCTOBER 22, 1974, BOOK 1600, PAGE 363, PLACER COUNTY RECORDS.

P G & E 2116-11-0163

AFFECTS: A.P.N. 62-230-02 & 80

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- O** AN EASEMENT OVER SAID LAND FOR ROAD AND PUBLIC UTILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO JOHN L. WILCOX, ET AL., IN DEED RECORDED OCTOBER 01, 1976, BOOK 1767, PAGE 619, PLACER COUNTY RECORDS.

AFFECTS: A.P.N. 62-230-45

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- P** AN EASEMENT OVER SAID LAND TO RECONSTRUCT, MAINTAIN AND USE THE EXISTING ROAD

AND INCIDENTAL PURPOSES, AS GRANTED TO HARVEY E. CRIST, ET UX, IN DEED RECORDED DECEMBER 09, 1977, BOOK 1918, PAGE 303, PLACER COUNTY RECORDS.

P G & E 2116-11-0169

AFFECTS: A.P.N. 62-240-31, 62-220-06, 09

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- Q** THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE INSTRUMENT ENTITLED "AGREEMENT", BY AND BETWEEN PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, AND BEAR RIVER LAND COMPANY, A PARTNERSHIP, RECORDED JANUARY 13, 1982, BOOK 2469, PAGE 663, PLACER COUNTY RECORDS.

P G & E 2116-10-0418

AFFECTS: A.P.N. 62-150-08

- R** AN EASEMENT OVER SAID LAND TO RECONSTRUCT, MAINTAIN AND USE A ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO VICTOR A. DELIUS, ET AL, IN DEED RECORDED FEBRUARY 01, 1982, BOOK 2476, PAGE 30, PLACER COUNTY RECORDS.

P G & E 2116-10-0416

AFFECTS: A.P.N. 62-020-11

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- S** THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE INSTRUMENT ENTITLED "CANAL USE AGREEMENT", BY AND BETWEEN PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, AND FRANK B. SANDERS, ET AL,, RECORDED MAY 04, 1987, BOOK 3181, PAGE 234, PLACER COUNTY RECORDS.

P G & E 2116-11-0262

AFFECTS: A.P.N. 62-360-03

- T** AN EASEMENT OVER SAID LAND TO RECONSTRUCT, REPAIR, MAINTAIN AND OPERATE THE EXISTING FACILITIES FOR A WATER TREATMENT PLANT AND INCIDENTAL PURPOSES, AS GRANTED TO PLACER COUNTY WATER AGENCY, A CALIFORNIA WATER AGENCY, IN DEED RECORDED FEBRUARY 19, 1988, BOOK 3354, PAGE 401, PLACER COUNTY RECORDS.

P G & E 2116-10-0464

AFFECTS: A.P.N. 62-360-03

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT

**U** AN EASEMENT OVER SAID LAND TO CONSTRUCT, OPERATE, MAINTAIN, REPLACE AND REMOVE SUCH COMMUNICATION SYSTEMS AS UNDERGROUND CABLES, WIRES, CONDUITS AND OTHER FACILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY, IN DEED RECORDED NOVEMBER 27, 1989, BOOK 3768, PAGE 14, PLACER COUNTY RECORDS.

P G & E 2116-11-0266

AFFECTS: A.P.N. 62-240-31

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

**V** EASEMENTS, DEDICATIONS AND NOTES ON THE REFERENCED FILED MAPS RECORDED DECEMBER 22, 1989 IN BOOK 18 PARCEL MAPS PAGE 4, NEVADA COUNTY RECORDS; AND MARCH 5, 1990 IN BOOK 25 PARCEL MAPS PAGE 102, PLACER COUNTY RECORDS, WHICH INCLUDE:

- A. EASEMENT FOR ROAD, PUE AND SLOPE
- B. EXISTING DIRT ROADS
- C. BEAR RIVER

AFFECTS A.P.N. 65-100-40, -41, 62-220-07

**W** NOTICE OF SUPPLEMENTAL PROPERTY INFORMATION, PARCEL MAP NO. PM 88-54, RECORDED DECEMBER 22, 1989, SERIES NO. 89-38037, OFFICIAL RECORDS OF NEVADA COUNTY.

**X** OFFER OF DEDICATION TO THE COUNTY OF NEVADA FOR ROAD, UTILITIES AND SLOPE, EXECUTED BY HARVEY E. CRIST, MARJORY R. CRIST, DALE H. CRIST AND DONNA J. CRIST, RECORDED DECEMBER 22, 1989, AS INSTRUMENT NO. 89-38036, NEVADA COUNTY RECORDS.

AFFECTS A.P.N. 65-100-40 & 41

**Y** THE TERMS AND PROVISIONS IN AN INSTRUMENT ENTITLED "DECLARATION OF ROAD MAINTENANCE AGREEMENT", EXECUTED BY HARVEY CRIST, ET AL., RECORDED DECEMBER 22, 1989, AS INSTRUMENT NO. 89-38038, NEVADA COUNTY RECORDS AND RECORDED MARCH 5, 1990, IN BOOK 3841 OF OFFICIAL RECORDS AT PAGE 292, PLACER COUNTY RECORDS.

AFFECTS A.P.N. 65-100-40 & 41

**Z** RIGHTS INCIDENTAL TO THE OWNERSHIP FOR THE USE AND DEVELOPMENT OF THE MINERAL INTERESTS GRANTED IN DEED TO FRED W. ANDERSON AND TONI ANDERSON, HUSBAND AND WIFE, RECORDED MARCH 21, 1990, (INSTRUMENT) 90-17790 (BOOK) 3854 (PAGE) 103, OFFICIAL RECORDS, OF PLACER COUNTY.

MINERAL RIGHTS NOT SHOWN FURTHER.

AFFECTS APN 062-230-080

- AA** EASEMENTS, RIGHTS AND RECITATIONS RESERVED IN DEED EXECUTED BY HARVEY E. CRIST, MARJORY R. CRIST, DALE H. CRIST AND DONA J. CRIST (WHO TOOK TITLE AS DONNA J. CRIST) TO HARVEY E. CRIST AND MARJORY R. CRIST, AS TENANTS IN COMMON, RECORDED JANUARY 18, 1991, SERIES NO. 91-01435, OFFICIAL RECORDS OF NEVADA COUNTY.
- BB** UNRECORDED LEASE, BY AND BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND SMART SMR OF CALIFORNIA, INC., A DELAWARE CORPORATION, AS DISCLOSED BY MEMORANDUM OF LEASE, RECORDED FEBRUARY 06, 1995, INSTRUMENT NO. 95-006368, OFFICIAL RECORDS, AND ON THE TERMS AND CONDITIONS CONTAINED IN SAID LEASE.

P G & E 2117-11-0295

ASSIGNMENT OF LEASE, DATED DECEMBER 04, 1996, BY AND BETWEEN, SMART SMR OF CALIFORNIA, INC., D/B/A NEXTEL COMMUNICATIONS, AS ASSIGNOR, AND THE CHASE MANHATTAN BANK, A NEW YORK STATE BANKING CORPORATION, AS ASSIGNEE, RECORDED MAY 14, 1997, AS INSTRUMENT NO. 97-0027454, OFFICIAL RECORDS, AND ON THE TERMS AND CONDITIONS CONTAINED THEREIN.

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE THEREUNDER RECORDED JANUARY 20, 2009, AS INSTRUMENT NO. 2009-0003713, OFFICIAL RECORDS OF PLACER COUNTY.

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

A.P.N. 62-240-31

- CC** THE TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN UNRECORDED "MASTER SPECIAL USE AGREEMENT" EXECUTED BY AND BETWEEN THE UNITED STATES DEPARTMENT OF AGRICULTURE AND PACIFIC GAS AND ELECTRIC COMPANY ISSUED UNDER F.P.C. LICENSE NO. 2310.
- DD** THE TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS CONTAINED IN THE AGREEMENT ENTITLED "DECLARATION OF ROAD MAINTENANCE AGREEMENT FOR CULBERSON ROAD", BY A MAJORITY OF THE OWNERS WHO ARE SUBJECT TO IT, RECORDED APRIL 30, 2018, (INSTRUMENT) 2018-0029714-00, OFFICIAL RECORDS.

AFFECTS 062-240-031, 062-240-048 WITH OTHER PROPERTY

- EE** AN EASEMENT OVER SAID LAND FOR ROAD PURPOSES AND INCIDENTAL PURPOSES AS CONDEMNED TO NEVADA IRRIGATION DISTRICT, IN THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED NOVEMBER 6, 2018, (INSTRUMENT) 2018-0080841, OFFICIAL RECORDS OF PLACER COUNTY AND AS (INSTRUMENT) 20180021801, OFFICIAL RECORDS OF NEVADA COUNTY

AFFECTS: APN 062-240-006 PLACER COUNTY, APN 065-110-006 NEVADA COUNTY

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

FF A NOTICE OF INTENT TO PRESERVE MINERAL RIGHT & INTEREST RECORDED AUGUST 26, 2020  
AS DOCUMENT NO. 2020-0091798-00, OFFICIAL RECORDS OF PLACER COUNTY.

AFFECTS SECTION 3, TOWNSHIP 16 NORTH, RANGE 11 EAST.

EXHIBIT I

Permitted Uses

The following are Permitted Uses:

1. The Express Third Party Uses.
2. The uses and activities expressly permitted under Exhibit F.
3. Except as otherwise limited by this Easement, the right to sell, encumber, or otherwise transfer the Property, portions thereof, or interests therein, to anyone Grantor chooses.
4. The right to trim and cut down and clear away any and all trees, brush and vegetation (a) which constitute a hazard to persons or property, and/or (b) for purposes of fire management, disease or insect control or otherwise as necessary or appropriate for prudent land management (i.e., not motivated by commercial benefit), and/or (c) for other vegetation management operations, including but not limited to fuel reduction projects, thinning of tree stands and meadow restoration projects. The foregoing may include pesticide use to control vegetation (brush, grass, weeds, etc.) and/or insects.
5. Consistent with Section 9.2, the right to install, maintain, repair, replace and maintain gates and fences.
6. The right to perform all activities required to comply with any and all Applicable Laws.
7. The right to maintain, repair, restore, replace and reconstruct all structures and improvements now or hereafter located on the Property, provided any replacement structures or improvements shall be located in substantially the same location and within the same footprint as the structure or improvement being replaced, and shall be substantially the same height as the structure or improvement being replaced.
8. The right to install minor, temporary structures necessary or appropriate in connection with the performance of prudent and customary land management activities, Hydro Project Activities, or the protection, preservation, or enhancement of the Beneficial Public Values.
9. (a) The right to undertake commercial and/or non-commercial forest management activities on the Property for any of the following purposes: (1) to promote the health and sustainability of the Property's natural resources; (2) to protect and enhance the Property's riparian resources; (3) to maintain an ecologically appropriate species mix of overstory and understory vegetation; (4) to protect and enhance wildlife habitat for native species historically present on the Property; (5) to protect cultural resources on the Property; (6) to control invasive and non-native vegetation; and (7) to

prevent, mitigate, and/or respond to any natural disaster (such as wildfire, significant insect and disease outbreak, or significant wind damage).

(b) Forest management activities for the purposes outlined in Paragraph (a) may include, but shall not be limited to, timber harvesting; salvage logging; conversion of vegetation types; prescribed fire; pre-commercial and commercial thinning of conifer and hardwood trees; fuels management; tree planting; control of undesirable vegetation and pests; habitat maintenance and enhancement; and road and watercourse crossing construction, maintenance, repair, and enhancement. Grantor shall carry out all such forest management activities in compliance with Applicable Law.

(c) Grantor shall provide to Grantee any existing or future forest management plan as part of the Annual Work Plan review process pursuant to Section 7.3 of this Easement. Grantor and Grantee shall review and discuss such plan (along with any proposals Grantee may have regarding this Permitted Use by Grantor pursuant to Section 7.3.4(b) of this Easement) periodically as part of such Annual Work Plan review process. Said forest management plan shall be updated periodically, as appropriate.

10. In accordance with Applicable Laws, the right to control or eliminate noxious weeds and non-native plant species on the Property, and the right to control animals that (a) pose or threaten to pose a hazard to persons or property, including Hydroelectric Facilities and Associated Water Delivery Facilities, or (b) adversely impact or threaten to adversely impact (i) one or more of the Beneficial Public Values, (ii) Grantor's Hydro Reserved Rights or Hydro Project Activities, (iii) the Hydroelectric Facilities and Associated Water Delivery Facilities, or (iv) an Express Third Party Use.

11. The right to erect reasonably sized signs (illuminated and non-illuminated) to support and manage safety and permitted uses of the Property, including signs regarding authorized and unauthorized entry and uses or other appropriate markers in prominent locations on the Property, such as boundary fences, trails, and access roads.

12. The right to construct, reconstruct, replace, remove, maintain and use the types of facilities and improvements described in Paragraph 7 of Exhibit C that are unrelated to Hydro Project Activities and do not constitute a Required Action provided that such facilities shall be subject to Grantee's approval in the manner provided for Discretionary Actions.

## **Attachment C**

State Board of Equalization Statement of No Tax Benefit



STATE BOARD OF EQUALIZATION  
PROPERTY TAX DEPARTMENT  
PO BOX 942879, SACRAMENTO, CALIFORNIA 94279-0061  
1-916-274-3270 • FAX 1-916-285-0132  
www.boe.ca.gov

TED GAINES  
First District, Sacramento  
SALLY J. LIEBER  
Second District, San Francisco  
ANTONIO VAZQUEZ  
Third District, Santa Monica  
MIKE SCHAEFER  
Fourth District, San Diego  
MALIA M. COHEN  
State Controller  
YVETTE M. STOWERS  
Executive Director

January 19, 2023

Ms. Becky Zhu  
Manager, State and Local Tax  
Pacific Gas and Electric Company SBE #0135  
Tax Department, Mail Code B12G  
PO Box 7054  
San Francisco, CA 94120-7054

Re: Bear River Easement Valuation

Dear Ms. Zhu:

In your email dated January 19, 2022, you requested written guidance from the State Board of Equalization (SBE) State-Assessed Properties Division as to the SBE’s valuation method and assessment, in dollar value, associated with Pacific Gas and Electric Company’s (PG&E) conveyance of a conservation easement to the Placer Land Trust. You specified the subject property is located in Placer and Nevada Counties and described by SBE numbers:

135-29-2-3	135-31-2B-1	135-31-25A-3	135-31-25F-3	135-31-117-1
135-29-5B-9	135-31-20-1	135-31-25A-7	135-31-25F-4	
135-29-20-1	135-31-20-2	135-31-25C-1	135-31-25F-5	
135-29-39-1	135-31-25-2	135-31-25C-2	135-31-25F-6	
135-31-2-11	135-31-25A-1	135-31-25F-2	135-31-81A-1	

As background, under Article XIII, Section 19 of the State Constitution provides the State Board of Equalization the authority to annually assess properties owned or used by companies transmitting or selling gas and electricity.

The SBE’s assessment of the conservation easement on the subject parcels will be included in the full fee assessment to PG&E as they will continue to own the property in fee. There will be no separate valuation assessment of the conservation easement. Therefore, no change in assessed value is anticipated for future lien dates as a result of the conveyance of the conservation easement.

Sincerely,

Jason M. Ybarra  
Supervising Property Appraiser  
State-Assessed Properties Division

Within one mile Service List

DOUGLAS E & KAREN LYNN GELDIEN		465 LOUIE PRUITT RD	BEEBE	AR	72012
WALTER P CLARK		10040 E HAPPY VALLEY RD #2060	SCOTTSDALE	AZ	85255
WILLIAM K & KAREN L LASON		3297 WHISTLE STOP LOOP	PINETOP	AZ	85935
HELGA M CAMPBELL	C/O CAMPBELL MALCOLM W	4676 E WALNUT RD	GILBERT	AZ	85298
MICHAEL G & NAN A FA		6020 E MONTE CRISTO AVE	SCOTTSDALE	AZ	85254
DOROTHY LEONARD		13698 LOBELIA WAY	ORO VALLEY	AZ	85755
LAURA P WASTE		620 SAND HILL RD #402G	PALO ALTO	CA	94304
PHILLIP G & KAREN FARRELL		883 LOMA VERDE AVE	PALO ALTO	CA	94303
CAROL ANN LORD		1715 JUAREZ AVE	LOS ALTOS	CA	94024
FRANK E & KATHRINE F BAXTER	C/O JEFFERIES & COMPANY	11100 SANTA MONICA BLVD	LOS ANGELES	CA	90025
ROBERT PAUL JOHNSON		3047 PASCO DEL DESCANSO	SANTA BARBARA	CA	93105
SANDY & WILMA MARIA PATTON		PO BOX 417	CARNELIAN BAY	CA	96140
RACHEL M WESTABY		6175 CAVITT STALLMAN RD	GRANITE BAY	CA	95746
CAROLYN A CHAMBERS		8452 HILLGROVE ST	GRANITE BAY	CA	95746
STEVEN K & CHERIE ANNE SHOEMAKER		9035 OAK LEAF WAY	GRANITE BAY	CA	95746
ANDREW J MAURER		101 SHIPYARD WAY #A	NEWPORT BEACH	CA	92663
JACOB & MARY ELLEN HADAD		115 W SAN ANTONIO DR	LONG BEACH	CA	90807
LORRAINE M ADAMS		1362 GOLDEN RAIN RD #56H	SEAL BEACH	CA	90740
CLAUDE E & JANET M FITCH		6843 DELTA AVE	LONG BEACH	CA	90805
WILLIAM DOTY JAGER		872 WENDT TER	LAGUNA BEACH	CA	92651
GREGG HARRIS		GENERAL DELIVERY	ALTA	CA	95701
DENNIS L KING		P O BOX 1008	ALTA	CA	95701
JOHN ALEXANDER & JOYCE BAYSINGER BURTON		P O BOX 1016	ALTA	CA	95701
ALICE M MCDONALD		P O BOX 1022	ALTA	CA	95701
ANNABELLE V RUIZ		P O BOX 1026	ALTA	CA	95701
MONTE E & LINDA D KENT		P O BOX 1034	ALTA	CA	95701
SUSAN MARIE KOOP		P O BOX 1038	ALTA	CA	95701
STEVEN ANTHONY & MICHELLE ANN HANCOCK		P O BOX 1050	ALTA	CA	95701
WILLIAM V GRIKIS		P O BOX 1056	ALTA	CA	95701
MICHAEL A & CHYROL F SEIPERT		P O BOX 1061	ALTA	CA	95701
ROGER & ROCHELLE ANN BURDICK		P O BOX 1069	ALTA	CA	95701
SUZI MCCLAIN		P O BOX 1071	ALTA	CA	95701
RICHARD D & SHEILA M TAYLOR		P O BOX 1073	ALTA	CA	95701
JON A THAYER		P O BOX 1086	ALTA	CA	95701
DANIEL KIERBECK & ANNETTE OLSEN		P O BOX 1093	ALTA	CA	95701
VANCE E & LORA J PISCITELLI		P O BOX 1097	ALTA	CA	95701
ODDFELLOWS LODGE #81 IO		P O BOX 111	DUTCH FLAT	CA	95714
LAWRENCE H RECTENWALD		P O BOX 1112	ALTA	CA	95701
WILLIAM L & JOANNA F NELSON		P O BOX 111387	CAMPBELL	CA	95011
DAVID C & LEE CHING Y TONG		P O BOX 1125	ALTA	CA	95701
THOMAS & MELODY SMITH		P O BOX 1131	ALTA	CA	95701
CHRISTOPHER N & KATIE A SANDERSON		P O BOX 1137	ALTA	CA	95701
JERRY R & R KINSEY SMITH		P O BOX 1153	ALTA	CA	95701
NATHANIEL J & HANNAH E MITCHELL		P O BOX 1178	ALTA	CA	95701
DARRELL D MILLER		P O BOX 1183	ALTA	CA	95701
ROBERT F & JEAN A SMITH		P O BOX 1190	ALTA	CA	95701
RODNEY E & SHAUNA HOOVER		P O BOX 1194	ALTA	CA	95701
MELINDA J CHELLEW		P O BOX 1195	ALTA	CA	95701
GENE H & JUNE M BOLGER		P O BOX 1203	ALTA	CA	95701
JEREMY & RENEE POWELL		P O BOX 1210	ALTA	CA	95701
GERALD J LEE		P O BOX 1222	ALTA	CA	95701
WILLIAM JAMES & NANCY KATHLEEN FAM GALLAHER		P O BOX 1235	ALTA	CA	95701
ROBIN FAWCETT		P O BOX 1253	ALTA	CA	95701
ROBERT J FORD		P O BOX 1254	ALTA	CA	95701
ROY H ARASHI		P O BOX 126	GOLD RUN	CA	95717
ROY HALEEN		P O BOX 1260	ALTA	CA	95701
MARVIN C & SUSAN M YOUNG		P O BOX 1281	ALTA	CA	95701
RONALD & FRANCES ANN WALLER		P O BOX 1290	ALTA	CA	95701
DONALD J BELDEN		P O BOX 1311	ALTA	CA	95701
RION ALLBAUGH		P O BOX 1313	ALTA	CA	95701
TIMOTHY M JOHNSON		P O BOX 1331	ALTA	CA	95707
CHRIS & KRISTEN NAVE		P O BOX 1771	COLFAX	CA	95713
KENNETH BALL		P O BOX 2018	TRUCKEE	CA	96160
THEREON PLANK	MCELHANY ROBERT EXECUTOR	P O BOX 231	WEIMAR	CA	95736
ROBERT K IRELAND		P O BOX 243	GREENWOOD	CA	95635
DEBRA M HENRY		P O BOX 252	CAMINO	CA	95709
SHERMAN & BLEAKA RAE SCHAFFER		P O BOX 272	ROSEVILLE	CA	95678
DAVID F & CHERYL R DASHIELL		P O BOX 3278	AUBURN	CA	95604
ANTHONY NICHOLAS DINATALE		P O BOX 4634	AUBURN	CA	95604
MICHAEL LEE & PATRICIA ANN BORDEN		P O BOX 489	BROOKDALE	CA	95007
SIERRA PACIFIC INDUSTRIES	FROST JACK	P O BOX 496014	REDDING	CA	96099
GERALDINE J & JAMES W UNGER		P O BOX 502	ALTA	CA	95701
KENNETH D WOLFE	WOLFE VIRGINIA M TTEE	P O BOX 510	ALTA	CA	95701
JACK R & CANDICE M SHULTS		P O BOX 516	ALTA	CA	95701
PATRICE CHAMBERS		P O BOX 524	ALTA	CA	95701
ROBERT J WAYNE		P O BOX 533	ALTA	CA	95701
JAMES V RICKER		P O BOX 536	ALTA	CA	95701
KENNETH D PENSE		P O BOX 548	ALTA	CA	95701
MICHAEL G & KATHY MUTTO		P O BOX 553	ALTA	CA	95701
MICHAEL J & MARA JOAN NURSEMENT		P O BOX 565	ALTA	CA	95701
MARGARET MYERS		P O BOX 568	ALTA	CA	95701
RICHARD ROSSI GUSTAFSON		P O BOX 572	ALTA	CA	95701
DAVID & PAM FIRPO		P O BOX 575	ALTA	CA	95701
DENNIS A & CAROL M BELISLE		P O BOX 578	ALTA	CA	95701
WAYNE & SANDRA K FORBES		P O BOX 607	ALTA	CA	95701
JOHN A & LANA M HAMILTON		P O BOX 608	ALTA	CA	95701
PATRICK D & LINDA M FINLEY		P O BOX 613	ALTA	CA	95701
THOMAS A BOOTH		P O BOX 624	ALTA	CA	95701
VICTOR A & MERRILYN S DELIUS		P O BOX 626	ALTA	CA	95701
WALTER ANTHONY & SARAH JEAN FRISCIA		P O BOX 627	ALTA	CA	95701
CAMP ALTA S BAPTIST ASSEMBLY INC		P O BOX 628	ALTA	CA	95701
SHARON A GARD		P O BOX 629	ALTA	CA	95701
BLAKE C NEEP		P O BOX 631	ALTA	CA	95701
EDWARD P & DARIA M SNIDER		P O BOX 634	ALTA	CA	95701
MELVIN PAUL HAGMANN		P O BOX 635	ALTA	CA	95701

GEORGE A & SHIRLENE M LOUGHIN		P O BOX 637	ALTA	CA	95701
DAVID L & JILL A NORTON		P O BOX 638	ALTA	CA	95701
CRAIG E & CYNTHIA STETLER		P O BOX 653	ALTA	CA	95701
FINIS C & POLLY A BURGESS		P O BOX 655	ALTA	CA	95701
SIERRA FIRST BAPTIST CHURCH		P O BOX 659	ALTA	CA	95701
ALLEN T NELSON		P O BOX 663	ALTA	CA	95701
DONALD V MARKER		P O BOX 664	ALTA	CA	95701
WILLIAM MICHAEL LORTIE		P O BOX 672	COLFAX	CA	95713
DAVID BLACK		P O BOX 674	ALTA	CA	95701
HENSEL & NANCY LONGNECKER	C/O LONGNECKER NANCY U/C	P O BOX 681	ALTA	CA	95701
STEPHEN R RICHARDSON		P O BOX 690	ALTA	CA	95701
EDWIN A KORPI		P O BOX 696	ALTA	CA	95701
BRIAN & CYNTHIA BAILEY		P O BOX 698	ALTA	CA	95701
FRED O & WANDA CAREY		P O BOX 714	ALTA	CA	95701
JOANN R DEBUSK		P O BOX 725	ALTA	CA	95701
THOMAS BRUCE HAMPPEL	C/O HAMPPEL LAWRENCE B	P O BOX 732	ALTA	CA	95701
LINDA C JOHNSON		P O BOX 739	FORESTHILL	CA	95631
DEREK & ALEXIS COOPER		P O BOX 745	ALTA	CA	95701
BARBARA L MEADE		P O BOX 746	ALTA	CA	95701
JACK & KIMBERLY SWIFT		P O BOX 747	ALTA	CA	95701
JAMES ROBERT BRISTER		P O BOX 748	ALTA	CA	95701
GLENN T & MARY M THOMPSON		P O BOX 754	ALTA	CA	95701
TIM J & LYNN DALE HERSHEY		P O BOX 763	ALTA	CA	95701
MILAS W & PATRICIA A ELLISON		P O BOX 764	ALTA	CA	95701
PAUL R PARK		P O BOX 784	ALTA	CA	95701
THOMAS E & LORI R WARWICK		P O BOX 788	ALTA	CA	95701
WILLIAM & SHEILA M GILLMORE		P O BOX 792	ALTA	CA	95701
LARRY A & DEBRA J POWELL		P O BOX 801	ALTA	CA	95701
JOHN F & MAUREEN PRESTON GINTY		P O BOX 802	ALTA	CA	95701
ALLEN H TRANT	ZIMMERMAN PATRICIA A	P O BOX 809	ALTA	CA	95701
SARAH HAMMILL		P O BOX 816	ALTA	CA	95701
GEORGE P & DEANNE G ABOUMRAD		P O BOX 818	ALTA	CA	95701
BENJAMIN D & KATHLEEN M PRINCE		P O BOX 839	ALTA	CA	95701
CONNIE IVESON		P O BOX 842	ALTA	CA	95701
GERALDINE LENNON		P O BOX 848	ALTA	CA	95701
VAL CALVERT		P O BOX 869	ALTA	CA	95701
EDMOND N & LINDA WALLACE		P O BOX 875	ALTA	CA	95701
HAROLD THEODORE HAMBY		P O BOX 878	ALTA	CA	95701
CASEY J HAAS		P O BOX 882	ALTA	CA	95701
SCOTT & DENA M SAUNDERS		P O BOX 892	ALTA	CA	95701
KENNETH R & ELISABETH A FETHERSTON		P O BOX 895	ALTA	CA	95701
TODD S & REBECCA L SLOVER		P O BOX 900	ALTA	CA	95701
KEVIN L & JERI J WOHN		P O BOX 906	ALTA	CA	95701
DONALD HARRY & LINDA SUE WORTELL		P O BOX 908	ALTA	CA	95701
GREG SCOTT		P O BOX 9166	TRUCKEE	CA	96162
PAUL K & JOANE E THOMPSON		P O BOX 923	ALTA	CA	95701
JEFFREY J & KAREN L CALVERT		P O BOX 926	ALTA	CA	95701
BRUCE G & I KATHLEEN WRIGHT		P O BOX 928	ALTA	CA	95701
JAMES H CHRISTISON		P O BOX 930	ALTA	CA	95701
KEVIN & MARIE SLOAN		P O BOX 952	ALTA	CA	95701
BETTY ANNE SOUSA		P O BOX 956	ALTA	CA	95701
TIMOTHY MULLEN		P O BOX 961	ALTA	CA	95701
ROBERT R & RAMONA G JEFFERSON		P O BOX 963	ALTA	CA	95701
JAMES R & PATRICIA A HOOVER		P O BOX 981	ALTA	CA	95701
CHARLES W & CRISTINA M LORANG		P O BOX 985	ALTA	CA	95701
STEVEN L JONES		P O BOX 986	ALTA	CA	95701
STEVEN F & TAMARA A DOMINGUEZ		P O BOX 987	ALTA	CA	95701
GREGORY B & LISA M STAAB		P O BOX 992	ALTA	CA	95701
KELLY L DAHILL		P O BOX 994	ALTA	CA	95701
GLENN BARBER		P O BOX 995	ALTA	CA	95701
SHELBY B & HAZEN HAZEN		PO BOX 0778	ALTA	CA	95701
HILDA M BARRAGAN		PO BOX 1002	ALTA	CA	95701
WILLIAM W & GAYLENE S GRAHAM		PO BOX 1005	ALTA	CA	95701
BRENDA GARTEN		PO BOX 1006	ALTA	CA	95701
DANIEL P & ANNETTE R PURTHER		PO BOX 1011	ALTA	CA	95701
NORA E BRADLEY		PO BOX 1015	ALTA	CA	95701
WILLIAM & COURTNEY DALTON		PO BOX 1018	ALTA	CA	95701
R G & MCDONALD-BELLOWS ALICE BELLOWS		PO BOX 1022	ALTA	CA	95701
DANIEL L ELLISON		PO BOX 1025	ALTA	CA	95701
STEVEN APPLGATE		PO BOX 1035	ALTA	CA	95701
CHELSEY KRISTINE THOMAS NAMANNY		PO BOX 1037	ALTA	CA	95701
DANNY BONTRAGER		PO BOX 1044	ALTA	CA	95701
FRANK A & KIMBERLY A LONGWILL		PO BOX 1045	ALTA	CA	95701
RYAN C & JESSICA S HETZEL		PO BOX 1052	ALTA	CA	95701
DONALD GUY GRAHAM		PO BOX 1057	ALTA	CA	95701
STEVEN L & DOREEN L HAWKINS		PO BOX 1062	ALTA	CA	95701
DAVID W MAIRE		PO BOX 1065	ALTA	CA	95701
GREGG HARRIS		PO BOX 1073	TRUCKEE	CA	96160
LINDA J GUISANDE		PO BOX 1082	ALTA	CA	95701
KELLEY & DANA R AMES		PO BOX 1088	ALTA	CA	95701
ROBERT T C HUMPHREYS		PO BOX 1092	ALTA	CA	95701
TIMOTHY & LUJAN CHRISTINA A FELIX		PO BOX 1095	ALTA	CA	95701
FRED LOUIS & CAROL A GAGNON		PO BOX 1098	ALTA	CA	95701
DANIEL T WILLIAMS		PO BOX 1102	ALTA	CA	95701
DEBRA A SMIH		PO BOX 1115	ALTA	CA	95701
LEANNE & PATTERSON THOMAS GARCIA		PO BOX 1124	ALTA	CA	95701
CHARLES M BYE		PO BOX 1126	ALTA	CA	95701
KEVIN P & JULIE A GREEN		PO BOX 1127	ALTA	CA	95701
RALPH EDWARD & COLLEEN K JAMES		PO BOX 1130	ALTA	CA	95701
JODI K & SELLERS JENNIFER K REIN		PO BOX 1135	ALTA	CA	95701
LAUREN & ANGLIN JESSIE AINSWORTH		PO BOX 1136	ALTA	CA	95701
DANA W SALISBURY		PO BOX 1155	ALTA	CA	95701
JEFFREY WILLIAM & AMY LEANN ALDEN		PO BOX 1162	ALTA	CA	95701
RICHARD GENE & GARCIA AMBER ANNETTE THIBO WITSCHEL		PO BOX 1182	ALTA	CA	95701
ROBERT & SHICARA SHAW		PO BOX 1188	ALTA	CA	95701
ROCKWELL HOPP		PO BOX 1192	ALTA	CA	95701

ANDREW & CLINTON BRITTANY DIANE MARIN	PO BOX 1204	ALTA	CA	95701
DANIEL C & DIANA G LEE	PO BOX 1216	ALTA	CA	95701
TOMMY L BUTZ	PO BOX 1232	ALTA	CA	95701
SUSAN LYN ANN LEWIS	PO BOX 1242	ALTA	CA	95701
BRIAN A ROOT	PO BOX 1243	ALTA	CA	95701
COLIN CARMICHAEL	PO BOX 1251	ALTA	CA	95701
HANNAH E MURPHY	PO BOX 1264	ALTA	CA	95701
CHARLES S & DENISE L THOMPSON	PO BOX 1265	ALTA	CA	95701
COLLIN & MARISSA MCSORLEY	PO BOX 1274	ALTA	CA	95701
ANDREW HOLT ABNEY	PO BOX 1283	ALTA	CA	95701
DEARDRA K DEBOARD	PO BOX 1284	ALTA	CA	95701
TAMARA JOSLIN	PO BOX 1289	ALTA	CA	95701
PARKER JAMES & KATELYNN JOY GEISINGER	PO BOX 1292	ALTA	CA	95701
ALLEN MADISON	PO BOX 1293	ALTA	CA	95701
JARED & SIMONE ELSTER	PO BOX 1296	ALTA	CA	95701
DONALD JOHN BELDEN	PO BOX 1311	ALTA	CA	95701
BRAD GAGE	PO BOX 1316	ALTA	CA	95701
KRISTINA D WALDSCHMITT	PO BOX 133	AUBURN	CA	95604
MATTHEW J SAXELBY	PO BOX 1333	NEWCASTLE	CA	95658
TIMOTHY JUSTIN JENKINS	PO BOX 1346	WHEATLAND	CA	95692
KIM A & SHERRIE ELAINE DOUGLASS	PO BOX 1587	COLFAX	CA	95713
LENFORD & DENNISJACKSON JACQUE LYNN JACKSON	PO BOX 1941	BENICIA	CA	94510
KENNETH BALL	PO BOX 2018	TRUCKEE	CA	96160
ROBERT K IRELAND	PO BOX 243	GREENWOOD	CA	95635
ROBERT J BECKETT	PO BOX 251	GRIMES	CA	95950
BRAD L & KATEE MAREE LOMEN	PO BOX 411	COLFAX	CA	95713
SIERRA PACIFIC LAND & TIMBER COMPANY	PO BOX 496028	REDDING	CA	96049
KRISTI L REESE	PO BOX 514	ALTA	CA	95701
LINDA & RANDALL STEFFENS	PO BOX 518	WEIMAR	CA	95736
DAVID H & MARY KAY COFFING	PO BOX 519	TUOLUMNE	CA	95379
GARY A & SONJA A CASSILAGIO	PO BOX 537	ALTA	CA	95701
CHRISTOPHER A HOLCOMB	PO BOX 546	ALTA	CA	95701
TED TERUO & MARTHA MAY KITADA	PO BOX 563	ALTA	CA	95701
JEANETTE A & DANIEL J APPLGATE	PO BOX 573	ALTA	CA	95701
STEPHEN C MCCUTCHEON	PO BOX 574	ALTA	CA	95701
GEORGE G & ARLENE V LIFE CAPRON	PO BOX 582	ALTA	CA	95701
STEVEN J LANG	PO BOX 584	ALTA	CA	95701
CHUCK W JOHNSTONE	PO BOX 597	ALTA	CA	95701
ROBERT W HAMPSHIRE	PO BOX 601	ALTA	CA	95701
ROBERT B & DONNA J BEANE	PO BOX 602	ALTA	CA	95701
THOMAS R WRIGHT	PO BOX 6088	AUBURN	CA	95604
ROCKWELL HOPP	PO BOX 620502	WOODSIDE	CA	94062
AREN & VALENTINA SUTTON	PO BOX 641	ALTA	CA	95701
JEFF HANSEN	PO BOX 644	TRUCKEE	CA	96160
ALLEN T NELSON	PO BOX 663	ALTA	CA	95701
WILLIAM D & CONNIE L JONES	PO BOX 665	ALTA	CA	95701
SCOTT & MOYER KELLY L HYLTON	PO BOX 667	ALTA	CA	95701
PARKER J HALL	PO BOX 671	ALTA	CA	95701
ALAN F & BARBARA BOCHEL	PO BOX 673	ALTA	CA	95701
STEVEN E & JANICE L PELL	PO BOX 676	ALTA	CA	95701
THERESA M & LACOMBE MARK A CARLEY	PO BOX 685	ALTA	CA	95701
NATIONS KEVIN & PATTY	PO BOX 689	ALTA	CA	95701
LYNN M OWEN	PO BOX 69	APPLEGATE	CA	95703
MICHAEL R & LYNNE A E WALKER	PO BOX 715	ALTA	CA	95701
MELISSA C FONSECA	PO BOX 722	ALTA	CA	95701
ISAAC A HARRIS	PO BOX 727	ALTA	CA	95701
WILLIAM RICHARD & KAREN JOAN CHARLES	PO BOX 741	ALTA	CA	95701
AMANDA & KEVIN LENZ	PO BOX 744	ALTA	CA	95701
DANIELLE MACHADO & JON LOBERG	PO BOX 7455	AUBURN	CA	95604
MICHAEL MANTZOURANIS	PO BOX 747	GALT	CA	95632
JAKE PLATT	PO BOX 752	ALTA	CA	95701
WILLIAM NAVE	PO BOX 755	ALTA	CA	95701
JARED M HOLT	PO BOX 762	ALTA	CA	95701
LORA L & JAMES W ISHERWOOD	PO BOX 786	ALTA	CA	95701
DONALD L LADD	PO BOX 787	ALTA	CA	95701
ROBERT H & DAVID L COE	PO BOX 789	WHEATLAND	CA	95692
CHARLES WILSON	PO BOX 807	ALTA	CA	95701
JONATHAN HOOVER	PO BOX 812	ALTA	CA	95701
CRYSTAL BANKSON	PO BOX 814	ALTA	CA	95701
MARY ANN MARKER	PO BOX 815	ALTA	CA	95701
JOEY & MELISA SCHUMACHER	PO BOX 817	ALTA	CA	95701
GEORGE & DEANNE ABOUMRAD	PO BOX 818	ALTA	CA	95701
JEREMY T & JASMINE M JONES	PO BOX 834	ALTA	CA	95701
CARRIE A & CORNELL DAVIS	PO BOX 835	ALTA	CA	95701
ROBERT A & KAREN L DEARWESTER	PO BOX 835	ALTA	CA	95701
CHRISTOPHER G & ELLEN WALKER	PO BOX 836	ALTA	CA	95701
CLYDE & JEAN NYBERG	PO BOX 845	ALTA	CA	95701
MARTHA LUSE	PO BOX 865	ALTA	CA	95701
SUZANNE A MAGUIRE	PO BOX 867	ALTA	CA	95701
TIM CALVERT	PO BOX 869	ALTA	CA	95701
TIFFANY WELCH	PO BOX 877	ALTA	CA	95701
LILY & ROBERT HIRAKIS	PO BOX 897	ALTA	CA	95701
KENNETH R & LAURIE G BARROWS	PO BOX 913	ALTA	CA	95701
KAI T CLARK	PO BOX 914	ALTA	CA	95701
LAURA LUKENS	PO BOX 921	ALTA	CA	95701
LARRY BRUNER	PO BOX 929	ALTA	CA	95701
KRISTOPHER BALLENGER	PO BOX 931	ALTA	CA	95701
GRANITE EXCHANGE LLC	PO BOX 932	ALTA	CA	95701
CHARLES R VAUGHN	PO BOX 944	ALTA	CA	95701
TAMARA K & LANCE WILLIAM COLE	PO BOX 962	ALTA	CA	95701
DOUGLAS M & SAYLOR DEBORAH A GARDNER	PO BOX 972	ALTA	CA	95701
SUSAN V WINJE	PO BOX 982	ALTA	CA	95701
DALE MITCHELL	PO BOX 990	ALTA	CA	95701
GLENN V BARBER	PO BOX 995	ALTA	CA	95701
SYLVIA J TRSTE RODRICK	POB 1865	FREEDOM	CA	95019
SIERRA PACIFIC INDUSTRIES	POB 496014	REDDING	CA	96049

SIERRA PACIFIC LAND & TIMBER COMPANY		POB 496028	REDDING	CA	96049
BILL G & JUDY A TRSTES SMULL		POB 592	LINCOLN	CA	95648
KIMBERLY A HENRY		10 JEFFERSON CT	NOVATO	CA	94947
RONALD M & RAMOS KRISTELA G SIMCOX		100 ASTI CT	LINCOLN	CA	95648
ROBERT L TRSTE DAVIS		1005 FLINTROCK DR	ANTIOCH	CA	94509
GUY L & DIANE KANNENBERG		1005 WENDY HOPE DR	GALT	CA	95632
WILLIAM D & DARLENE E TRSTES BEECH		1007 EL CAPITAN DR	DANVILLE	CA	94526
PHILLIP THOMAS & ERICA PATRICIA CULLINAN		1011 RED HAWK LN	AUBURN	CA	95603
RANDY & JENNIFER SZILLINSKY		1103 MUIR CT	ROSEVILLE	CA	95661
JEAN B KRUSI		111 HAZEL LN	PIEDMONT	CA	94611
BRET EUGENE & MARY HELEN DEWITT		111 MONTROSE CT	LINCOLN	CA	95648
LOIS P REED		1111 ALVARADO AVE #211	DAVIS	CA	95616
MICHAEL J EVANS		1112 WESTVIEW DR	NAPA	CA	94558
ROGER T CAREY		112 YOSEMITE CIR	VACAVILLE	CA	95687
JILL C PARMETER		11260 DONNER PASS RD #100	TRUCKEE	CA	96161
TONY W & RITA C TRSTES HARRINGTON		113 SPRING LN	NEWCASTLE	CA	95658
DIANE L DUNN-BUCKERT		1143 N HALIFAX AVE	CLOVIA	CA	93611
PLACER COUNTY OF	EXEMPT FROM TAXATION	11444 B AVE	AUBURN	CA	95603
PLACER COUNTY OF		11476 C AVE	AUBURN	CA	95603
JAMES A BAKKEN		116 HARBOR DR	NOVATO	CA	94945
SCOTT MILES		1175 S AUBURN ST	COLFAX	CA	95713
GRANT & LYUDMILA TER-AVANESYAN		11763 CASTLE CT	DUBLIN	CA	94568
GREGORY M & SUSAN C ALKER		12 JACK TREE KNOLL	ORINDA	CA	94563
JAMES F & KATHLEEN L EASTMAN		12 LAS VEGAS RD	ORINDA	CA	94563
JAMES D & PATTI A HEISTERKAMP		1200 SIERRA OAKS CT	NEWCASTLE	CA	95658
DAT & BUI JESSICA HONG DIEP		1203 WINDECKER DR	CHICO	CA	95926
MATTHEW ELI ELLINWOOD		1215 CLARK TUNNEL RD	PENRYN	CA	95663
TYLOR ELLINWOOD		1215 CLARK TUNNEL RD	PENRYN	CA	95663
FOOLS GOLD RESORTS LLC		1242 SPRUCE ST	BERKELEY	CA	94709
ANNE P HOLMES		12683 NOB HILL CT	AUBURN	CA	95603
ROBERT & KAYE LEONARD		1275 PLEASANT GROVE BLVD #104	ROSEVILLE	CA	95747
2010 WILLIAMS REVOCABLE TRUST		1308 SUNSET DR	PETALUMA	CA	94952
RICHARD M ALLEN		13184 MORAIN DR	TRUCKEE	CA	96161
JEFFREY O LOPER		1348 FOXHOLLOW WAY	ROSEVILLE	CA	95747
DONALD W JOHNSON		135 PONDEROSA WAY	COLFAX	CA	95713
MARTIN B PETERSEN		137 GILL WAY	BENICIA	CA	94510
RICHARD E & ELIZABETH A PATRICK		1375 JULIET CT	LIVERMORE	CA	94550
DAVID F & CHERYL R DASHIELL		13875 PEAR HILL LN	AUBURN	CA	95603
LAVERN A TRSTE SELIGER		1428 GLEN AULEN DR	MODESTO	CA	95350
JOHN & LESLIE MCQUAIDE		1439 MONTERO	BURLINGAME	CA	94010
JUDITH L JOGIS		1453 BARN VALLEY CT	LINCOLN	CA	95648
MICHAEL J & CAROL A MCCAMMOND		1463 BUCKBOARD LN	FALLBROOK	CA	92028
MARY P KASHUBA		1480 SAGE RD	COLFAX	CA	95713
GREGORY S & TIMARIE L BREWER		150 ALPINE DR	COLFAX	CA	95713
THOMAS H & PAMELA Y WEST		1503 ANTRIM CT	ROSEVILLE	CA	95747
BETTY BROWN LUFT		1515 LANKERSHIRE DR	TRACY	CA	95377
BRIAN R BARRINGTON		15262 DEVON CT	AUBURN	CA	95603
EARL DOUGLAS WILSON		154 ELECTRIC ST	AUBURN	CA	95603
GIAMPIERO & ELIZABETH H KIRKPATRICK		16 GLORIETTA CT	ORINDA	CA	94563
PATRICK C TRSTE ALBINI		160 GARRETSON AVE	RODEO	CA	94572
JOSEPH MILANI		1615 CALLE RANCHERO	PETALUMA	CA	95954
DAVID K & BEVERLEY J HUGHES		165 HALE ST	AUBURN	CA	95603
DONALD J & SYLVIA M RUPP		1703 SAINT EMILION CT	TRACY	CA	95304
DALE R & ANITA L REIS		1730 BUCKRIDGE CT	COLFAX	CA	95713
RONALD THOMPSON		1741 MORSE AVE	SACRAMENTO	CA	95825
RICHARD L & CYNTHIA M DAFFURN		1800 THORNSBERRY RD	SONOMA	CA	95476
JANE ANN HAMILTON		1871 CROCKETT RD	AUBURN	CA	95603
MICHAEL C & MARSHA ANN JOYCE		1912 CLINTON	ALAMEDA	CA	94501
JAMES P & OLANDER KATHLEEN M EVANS		1917 DEVEREUX DR	BURLINGAME	CA	94014
WILLIAM EUGENE & SANDRA K VIGNOLO		1918 MEADOW AVE	STOCKTON	CA	95207
KATHLEEN HYDE SENNELLO		1921 ST AUGUSTINE WAY	PETALUMA	CA	94954
ROBERT ALAN & REGINA MARYE HARF		19521 7TH ST	SONOMA	CA	95476
JEFFREY L & BROWN SHEILA BRADFORD		1959 SANTA MARIA WAY	SACRAMENTO	CA	95864
SABRA CLARK WHITE	C/O SAMUEL ELLSWORTH CLARK	197 LANG ST	VENTURA	CA	93003
ROBERT A & MARY JANE MCCOY		2001 HILL MEADOW PL	DANVILLE	CA	94826
SHARON A SMITH		2001 VACA CREEK RD	MARTINEZ	CA	94553
GERALD B & LINDA M ADAMS		2007 NICKLAUS CIR	ROSEVILLE	CA	95678
BARRY THOMAS & SUSAN MURR POWELL		2041 MERCURY WAY	SACRAMENTO	CA	95864
MARC A & JOY R LINDBLOOM		20480 NATURES WAY	COLFAX	CA	95713
BRUCE W LIEBEL		21090 DAWN RIDGE	COLFAX	CA	95713
EDDIE M & SUZY BAYNE		21401 FAIRPLAY CT	COLFAX	CA	95713
DAVID C JOHNSON		21465 SNOOKS RD	COLFAX	CA	95713
SOPHIE MARIE & ERIC DANIEL WHITE		2165 BLACHEATH LN	ROSEVILLE	CA	95678
CHARLES R & CHRISTY K STURTEVANT		219 SAN PEDRO AVE	PACIFICA	CA	94044
PATRICIA WADE		2244 LA PAZ DR	CLAREMONT	CA	91711
MURRAY HILL LLC		2280 GRASS VALLEY HWY #129	AUBURN	CA	95603
MATHEW & BETH K METROCK		235 ELECTRIC ST	AUBURN	CA	95603
JAMES W & WILMA I TENNEY		24002 GRAND VIEW AVE	COLFAX	CA	95713
FRED A WAGNER		2405 WEDGEWOOD WAY	LIVERMORE	CA	94550
PAUL M MYERS		2417 WOOLSEY ST	BERKELEY	CA	94705
ROBERT CRAIG & SUSAN LYNN BAGLEY		2517 EDGEBROOK DR	MODESTO	CA	95354
MARIO C PESOLA		2525 2ND ST	DAVIS	CA	95618
ROGER W & SUSAN L ORTON		2560 E TIFFANY LN	SACRAMENTO	CA	95827
MARY L TRSTE OEHLER		2613 BLACKBURN DR	DAVIS	CA	95616
TODD H & SUSAN L HILL		27 LEGACY CT	ROSEVILLE	CA	95678
LHAKYI PALMO FLANSBAUM		2701 CRAWFORD ST	CONCORD	CA	94518
ERIC CAMPBELL		275 TAYLOR RD	NEWCASTLE	CA	95658
DAVID E PAULSEN		2907 CAMERON DR	ROCKLIN	CA	95765
PLACER COUNTY OF		300 BLUE CANYON RD	EMI	CA	95715
SAMUEL B FIELDING		3123 KING ST #A	BERKELEY	CA	94703
JAMES D & DONNA M ALDRICH		313 LEE RD	ALTA	CA	95701
WILLIAM BERTOSA		3158 COLLEGE AVE #3	BERKELEY	CA	94705
CYNTHIA BARBUSCIA		3187 CALDEIRA DR	LIVERMORE	CA	94550
BARBARA J COGAN		3201 SANTA FE WAY	ROCKLIN	CA	95765
NEONE M RUHMANN		3212 MERRYWOOD DR	SACRAMENTO	CA	95825
MTGLQ INVESTORS LP	C/O SN SERVICING CORP	325 5TH ST	EUREKA	CA	95501

ILA CORBETT COSE		3251 RUBICON WAY	SACRAMENTO	CA	95821
CLAUDIA MCCORMICK		3263 VINEYARD AVE #153	PLEASANTON	CA	94566
ROGER P REIOUX		3306 COWELL RD	CONCORD	CA	94518
GAEA E & SAUNDERS BILLY SCOTT POPE-DAUM		33795 ALTA BONNY NOOK RD	ALTA	CA	95701
MARISSA ARANDELA		33833 JOVAN DR	ALTA	CA	95701
DANNY P & ELAINA E FINLEY		33935 ALTA OAKS RD	ALTA	CA	95701
KENNETH JAMES OLDWIN		33945 ALTA BONNY NOOK RD	ALTA	CA	95701
ROGER & ROCHELLE BURDICK		33965 ALTA BONNY NOOK RD	ALTA	CA	95701
KARLA HARWOOD		34004 ALTA SCHOOL ST	ALTA	CA	95701
ALEXANDRA MOARI		3401 GUIDO ST	OAKLAND	CA	94602
PETER Z ZERNIK		3401 TERNHAVEN WAY	SACRAMENTO	CA	95835
ZACHARY GOMES		34095 ALTA BONNY NOOK RD	ALTA	CA	95701
JEFFREY JOHN DEASY		3417 COOK ST	ROCKLIN	CA	95765
PATRICIA A ZIMMERMAN		34235 CABLE RD	ALTA	CA	95701
SCOTT & JENNIFER STANFIELD		34250 CABLE RD	ALTA	CA	95701
NEIL & AMY SAUNDERS		34260 ALTA BONNY NOOK RD	ALTA	CA	95701
RANDY MARK SAUNDERS		34287 E TOWLE RD	ALTA	CA	95701
JAMES DORAN & CATHRYN ANN CROFOOT HUTCHINS		34445 CULBERSON RD	ALTA	CA	95701
DAVID J & ALISON M MULLANEY		34455 E TOWLE RD	ALTA	CA	95701
TIMOTHY D COWGER		34505 DOGWOOD LN	ALTA	CA	95701
CARL A ROSCHER		34508 E TOWLE RD	ALTA	CA	95701
GERALD L & CHRISTINE EVERETT		34515 LITTLE BEAR CREEK LN	ALTA	CA	95701
MICHAEL L & JEANNE M CRUM		34560 CASA LOMA RD	ALTA	CA	95701
DANIEL M STALEY		34725 E TOWLE RD	ALTA	CA	95701
GARY LEE & ANDREA N DASHIELL		34807 E TOWLE RD	ALTA	CA	95701
JODI K & SELLERS JENNIFER K REIN		34818 E TOWLE RD	ALTA	CA	95701
WADDLE & COMPANY LP		350 FERGUSON RD	AUBURN	CA	95603
STEPHAN A & KARI A DIETRICH		3525 OLD AUBURN RD	ROSEVILLE	CA	95661
GEOFFREY TRSTE MCMURRAY		3528 SILVER SAGE CT	ANTELOPE	CA	95843
TAD & COLLEEN BURNETT		3542 CAMINO CIELO	LINCOLN	CA	95648
ANDREW GILBERT		35620 CULBERSON RD	ALTA	CA	95701
BYRON WILLIAM BALDWIN		35655 CULBERSON RD	ALTA	CA	95701
ANTHONY E MOSS		3568 MISTY MORNING CIR	SACRAMENTO	CA	95827
RONALD D & PATRICIA I TRSTES SANDERS		357 CALDARELLA CIR	ROSEVILLE	CA	95678
DOUGLAS M & KAREN G HORNSTEN		35828 ACADIA LN	DAVIS	CA	95616
JONATHAN & SINGER NATALIE SUSAN ARMSTRONG		35835 CULBERSON RD	ALTA	CA	95701
DAVID G & MEGAN R COE		35855 CULBERSON RD	ALTA	CA	95701
LEONARD F CLAUDIO		3606 BARRETT AVE	RICHMOND	CA	94805
BRAD D GAGE		36315 CANAL RD	ALTA	CA	95701
EDWARD L & GAIL D STOESSEL		3719 PEACH CIR	LOOMIS	CA	95650
STEPHEN R & THERESA M WARD		3754 COPPER PENNY LN	AUBURN	CA	95602
LORRAINE IVENTOSCH		381 READ DR	LAFAYETTE	CA	94549
CONSTANCE ELIZABETH & CLARK TODT RICHARD MCCARLEY		38440 KEARSARGE MILL RD	ALTA	CA	95701
CORLEEN LAMBERT		38445 KEARSARGE MILL RD	ALTA	CA	95715
STANLEY S SWIFT		38757 KEARSARGE MILL RD	ALTA	CA	95715
SCOTT A SEDGLEY		3920 LAP CT	NAPA	CA	94558
RITA D & MORGAN MATTHEW D BALI		3920 MONTEVERDE DR	LINCOLN	CA	95648
LINDA ANN & KARL WAYNE CURRENT		39816 MORNING DOVE PL	DAVIS	CA	95616
STEPHEN J & DIANNE S ROLAND		40 STARVIEW DR	OAKLAND	CA	94618
BRANDEN C & AUSTAD KATIE RUSH		4000 AITKEN DAIRY RD	ROCKLIN	CA	95677
CHARLES & SLOAN BARBARA SERRANO		415 FORESTILL AVE	AUBURN	CA	95603
KEVIN J & PARRISH HOLLY A BEZNER		4239 FAIRWAY VIEW DR	LOOMIS	CA	95650
CHRISTY & GLEN MCCRARY		428 RUSSELL ST	WINTERS	CA	95694
DEANA E WARD		43 PARKHURST ST	CHICO	CA	95928
MARGARET E MCMANUS		4320 CABRILLO WAY	SACRAMENTO	CA	95820
CATHERINE E HACKNEY		4337 I ST	SACRAMENTO	CA	95819
SANDRA MARIE GILBERT		445 ALMOND DR #15	LODI	CA	95240
JAMES L & NANCY J MORGAN		461 CARLSTON ST	RICHMOND	CA	94805
PHILIP D MCKIBBIN		4620 PARKRIDGE RD	SACRAMENTO	CA	95822
CHRISTINE A & WADKINS TIMOTHY W MANGANTE		4620 TEAKWOOD CT	OAKLEY	CA	94561
ANG AZIM		46794 RANCHO HIGUERA RD	FREMONT	CA	94539
MARK E & DIANE WAGNER		469 EAGLE LN	CAVAVILLE	CA	95687
STEPHEN W & KIMBERLY ALLEN		4777 AUBURN BLVD #300	SACRAMENTO	CA	95841
CHRISTINA M & VERNON JAMES M MILLER		489 ALTA POWERHOUSE RD	ALTA	CA	95701
CAROL DAILEY MCPIKE		491 EAST AVE	LINCOLN	CA	95648
KELLY J KLUMB		4957 10TH AVE	SACRAMENTO	CA	95820
ROBERT B & NANCY A TRSTES TAYLOR		4960 7TH AVE	SACRAMENTO	CA	95820
CENTURY PROPERTIES LLC	ATTN: BRIAN L SILVEIRA	499 EMBARCADERO	OAKLAND	CA	94606
DAVID ALLEN MALONEY		507 VISTA DEL GAVIOTA	ORANGE	CA	92665
JACK STEVEN SMITH		509 CABRILLO CT	PETALUMA	CA	94954
JAMES R & SANDRA A REEVES		5092 COLUMBIA AVE	RICHMOND	CA	94804
KENNETH R DAVIS		515 COPPERVALE CIR #515	ROCKLIN	CA	95765
BLUE CANYON PROPERTIES INC	C/O BOATMAN TERRY	5162 WESTRIDGE CIR	AUBURN	CA	95602
KELLEY T HANSEN		520 9TH ST	MARYSVILLE	CA	95901
JOHN N & DEBORAH L SPIEGEL		5233 GRANT AVE	CARMICHAEL	CA	95608
KENNETH & KOPEC SANDRA DIPPO		5334 GRASSWOOD CIR	CONCORD	CA	94521
PATRICK J & SUZANNE M TRSTES AREND		544 DYNASTY DR	FAIRFIELD	CA	94534
SANDRA ANNE & MICHAEL FARLEY		545 SERENITY LN	ALTA	CA	95701
ROBERT T & MICHELLE D FISH		565 KEARSARGE CT	ALTA	CA	95701
ROD HIEMSTRA		565 SERENITY LN	ALTA	CA	95701
MATTHEW RICE		567 CLUBHOUSE DR	APTOS	CA	95003
ROBERT & JEAN SMITH		570 SERENITY LN	ALTA	CA	95701
JAMES K PARKER		590 DEERBORNE CT	COLFAX	CA	95713
MICHAEL W ELLISON		590 KELLOGG ST	NEWCASTLE	CA	95658
YUKI SANTOS		5909 BURLINGAME	RICHMOND	CA	94804
DAVID L ET AL & ROBERT HUNTER COE		600 MAIN ST	WHEATLAND	CA	95692
VASIL & VIRA OSTROVETS		6071 SPRINGHAVEN CIR	SACRAMENTO	CA	95842
JONATHAN R THOMSON		6130 HUNTINGDALE CIR	STOCKTON	CA	95219
BRIAN & LESLIE SHEPLEY		6137 CRATER LAKE DR	ROSEVILLE	CA	95678
THOMAS S VANHORNE		6186 ELVAS AVE	SACRAMENTO	CA	95819
TIMOTHY M SPITTLER		625 CAINE RD	ALTA	CA	95701
SUSAN MARIE DENNIE		627 EDYTHE ST	MANTECA	CA	95337
MAE L OELKEDEMUND		6286 JACK HILL DR	OROVILLE	CA	95966
GEORGE C ARONSTAMM	WILKINS DOUG	630 MARIPOSA AVE #401	OAKLAND	CA	94610
MELISSA B WILLES		631 TIMBER LN	ALTA	CA	95701
SISNEROS W & ANDRE WYNONA		634 D ST	PETALUMA	CA	94952

COLLEEN D & MICHAEL D BOAK		6392 HEAVENLY VALLEY LN	ANDERSON	CA	96007
KENJILLO & GAIL C NANAQ		640 SANTA ROSA AVE	BERKELEY	CA	94707
BEAR RIVER CAMPING ASSOCIATION	C/O SCOTT C MEHREN	6404 CORMORANT CIR	ROCKLIN	CA	95765
MINNIE DIETE	SMITH ELSIE D C/O SMITH DAVID B	641 WESTERN DR	RICHMOND	CA	94801
DEAN R & JOANNE VERNAZZA		655 TRINITY HILLS LN	LIVERMORE	CA	94550
RAYMOND C & PATRICIA C MCDONALD		657 LORREN WAY	LIVERMORE	CA	94550
AARON M RIMMER		666 TIMBER LN	ALTA	CA	95701
KATHERINE M MILLER		680 PERKINS WAY	AUBURN	CA	95603
MICHAEL E & ELIZABETH A PERSICHETTY		684 SAN MIGUEL AVE	SUNNYVALE	CA	94085
BIVINS G & JUNE M MICHAEL		690 LANDIS CIR	AUBURN	CA	95603
DEREK & KIRSTIN BIVINS		690 LANDIS CIR	AUBURN	CA	95603
GUY MICHAEL & JUNE M BIVINS		690 LANDIS CIR	AUBURN	CA	95603
JAMES F & HEIDI L JOHNSON		7 KINGSLAND PL	OAKLAND	CA	94619
KATHERINE W SPURLOCK		7 MEADOW LN	ATHERTON	CA	94027
CAROLYN H PIERCE		70 STRATHMOOR DR	BERKELEY	CA	94705
RAO G & BIELER SANDRA JEAN KRISHNA		700 DRUM POWERHOUSE RD	ALTA	CA	95701
BERNARD & GEORGIA B FERNANDEZ		720 CHIQUITA RD	HEALDSBURG	CA	95448
ROBERT A & DEIRDRE D HODGES		7349 CENTER PKWY	SACRAMENTO	CA	95823
CHRISTOPHER W DUPONT		737 NEPTUNE AVE	ENCINITAS	CA	92024
ALLAN K PETERSON		753 PLUM LN	DAVIS	CA	95616
KATHERINE & DELIUS JOHN PRATOUSY		7610 ELPHICK RD	SEBASTOPOL	CA	95472
NIKOLAY & YELENA LOBKO		7700 EL MODENA AVE	ELVERTA	CA	95626
DAVID M & DOLORES M HUMM		780 CAMINO RICARDO	MORAGA	CA	94556
STEVEN W & MARY E BANKSTON		787 E 11TH ST	TRACY	CA	95304
NICHOLAS KIRKPATRICK		801 VINE HILL WAY	MARTINEZ	CA	94553
DAVID A & KARON M GREEN		8022 LINDA ISLE LN	SACRAMENTO	CA	95831
KEVIN L & BRENCHEYJACKSON JOAN L JACKSON		806 CARRION CIR	WINTERS	CA	95694
CRAYTHORN TROY W & WENDY L		8071 MILNES AVE	ROSEVILLE	CA	95747
HEIDI M YAMAZAKI		8105 RUSH RIVER DR	SACRAMENTO	CA	95831
NILOFER & BULUSWAR SASHI AHSAN		812 CRED RD	OAKLAND	CA	94610
GREGORY B & KENDRA LEE WERSHING		812 SIERRA MADRE WAY	DAVIS	CA	95618
ALEKSEY VOYEVODA		815 BRYTE AVE #56	SACRAMENTO	CA	95605
ELMER MICHAEL BAXTER		8301 BAXTER GRADE	AUBURN	CA	95603
KEN & MARIA HOLSWORTH		835 HIDE AWAY LOOP	ALTA	CA	95701
AARON C ZIMMERMAN		838 MATSON DR	AUBURN	CA	95603
BLAINE W & DORA H TRSTES BAILEY	C/O DARRELL L BAILEY TRSTE	8443 MEDITERRANEAN WAY	SACRAMENTO	CA	95826
JAMES B FAIR	PYLE LESLIE L	8551 LOCUST RD	ELVERTA	CA	95626
TIMOTHY MICHAEL & CYNTHIA JENE MCDONALD		8570 MINES RD	LIVERMORE	CA	94550
MARC L DON-BATALLA		869 DOLPHIN DR	DANVILLE	CA	94526
SCOTT E OTTERLEE		8829 LEMAS RD	SACRAMENTO	CA	95828
THOMAS M LOVE		885 HIDE AWAY LOOP	ALTA	CA	95701
PAUL E & ELIZABETH D ARCHAMBEAULT		894 HELENA DR	SUNNYVALE	CA	94087
SCOT B & LINDA M CAMPBELL		90 TOYON TER	DANVILLE	CA	94526
SCOTT E & KACEE LEE STETLER		900 MEADOW RD	ALTA	CA	95701
THOMAS W PAUL		9454 MAGOS RD	WILTON	CA	95693
ANNETTE L PORINI		9484 STEVENSON BRIDGE RD	WINTERS	CA	95684
SHELLEY L SYMONDS		971 HILLCROFT CIR	OAKLAND	CA	94610
BRANDON J & APRIL CLARK		98 TOWLE HILL RD	ALTA	CA	95701
PLACER JT UNION HIGH SCH DIST		980 SACRAMENTO ST	DUT	CA	95714
DOLIE NE L SLATER		981 OLD SAN JOSE RD	SOQUEL	CA	95073
CHELSEA & BRENT CUSHENBERY		9890 INDIAN HILL RD	NEWCASTLE	CA	95658
GEORGE D & LOUISE D MILLER PRINCE		780 KNOLL DR	SAN CARLOS	CA	94070
DEAN D & JOY MACARI		P O BOX 1663	VALLEY CENTER	CA	92082
ROGER A & CAROLINE KERR GAGE		8300 BUCKINGHAM DR	EL CERRITO	CA	94530
KATHERINE STERN & JON MEURER		917 NORVELL ST	EL CERRILTO	CA	94530
KEVIN PURDY		P O BOX 251	JUNCTION CITY	CA	96048
COBBLESTONES THE LLC		POB 1402	NEVADA CITY	CA	95959
LOUIS A & HELEN L SEGARRA		POB 1764	NEVADA CITY	CA	95959
BRIAN D WAGNER		POB 293	NEVADA CITY	CA	95959
JASON & JAMIE THOMPSON		10937 NEWTOWN RD	NEVADA CITY	CA	95959
JESSE & MARISKA CHUSE		11765 MARJON DR	NEVADA CITY	CA	95959
SILLER BROTHERS INC		1255 SMITH RD	YUBA CITY	CA	95991
PAUL F & LISA MOAN		12550 ZEIBRIGHT RD	NEVADA CITY	CA	95959
TRAVIS COOPER		12606 ZEIBRIGHT RD	NEVADA CITY	CA	95959
TYLER & CATHERINE N DOWD		12764 ZEIBRIGHT RD	NEVADA CITY	CA	95959
MICHAEL & V TRSTES CHRISTOPHE		14400 QUAKER HILL CROSS RD	NEVADA CITY	CA	95959
BRIAN L & SPRING FORKNER		16720 JACKS RD	NEVADA CITY	CA	95959
FRED J GROSSER		180 NEVADA ST	REDWOOD CITY	CA	94062
ROBINSON ENTERPRISES INC		293 LOWER GRASS VALLEY RD	NEVADA CITY	CA	95959
LINDA LEE INDREBOE		2141 RANCHO MCCORMICK CT	SANTA CLARA	CA	95050
JOHANNA LIFE THORMOD	C/O DANIEL RUHKALA	26853 CHERRY WILLOW DR	SANTA CLARITA	CA	91387
LOU ANNE WHITLEY		1201 GOLDEN RAIN RD #3	WALNUT CREEK	CA	94595
SUE HUGHS		2921 PTARMIGAN DR #3	WALNUT CREEK	CA	94595
SUSAN COSTELLO		1407 MORNINGSIDE MOUNTAIN DR	GLEN ELLEN	CA	95442
SANDRA SANDERS		P O BOX 13	DUTCH FLAT	CA	95714
CINDY A GOLDMAN		P O BOX 136	DUTCH FLAT	CA	95714
DUTCH FLAT COMMUNITY CENTER	C/O SECRETARY DUTCH FLAT COMMUNIT	P O BOX 14	DUTCH FLAT	CA	95714
THOMAS & SUNDERLAND SARAH FUGATE		P O BOX 144	DUTCH FLAT	CA	95714
MICHAEL L & MARILYN R BARHAM		P O BOX 149	DUTCH FLAT	CA	95714
VALERIE CRAVEN		P O BOX 150	DUTCH FLAT	CA	95614
ANTOINETTE H FONSECA		P O BOX 172	DUTCH FLAT	CA	95714
ADELE & RICHARD R WISE		P O BOX 173	DUTCH FLAT	CA	95714
MARK R ALLEY		P O BOX 183	DUTCH FLAT	CA	95714
ROBERT D & JOLEEN M JOSLIN		P O BOX 193	DUTCH FLAT	CA	95714
DANIEL J & LEA DELCARLO		P O BOX 196	DUTCH FLAT	CA	95714
LURRAINE BACON		P O BOX 2	DUTCH FLAT	CA	95714
JAMES MARSHALL EVANS		P O BOX 200	DUTCH FLAT	CA	95714
ERNIE LAWRENCE BULLARD		P O BOX 207	DUTCH FLAT	CA	95714
CARLY MICHELLE BRESLIN		P O BOX 21	DUTCH FLAT	CA	95714
MICHAEL LEVINSON		P O BOX 22	DUTCH FLAT	CA	95714
GAETANA J MONDO		P O BOX 223	DUTCH FLAT	CA	95714
ERIC CLAYTON CECIL		P O BOX 224	DUTCH FLAT	CA	95714
DAVID BOYD & SHANA M BROWN		P O BOX 234	DUTCH FLAT	CA	95714
ALAN BOYD GULLING	GULLING CONNIE ELIZABETH	P O BOX 25	DUTCH FLAT	CA	95714
ROXANE MARGARETTE BERTELL		P O BOX 286	DUTCH FLAT	CA	95714
THOMAS E & VICKY L BRESLIN		P O BOX 30	DUTCH FLAT	CA	95714

DEBORAH G MCCLATCHY	P O BOX 302	DUTCH FLAT	CA	95714
ROCHELLE L & JOEL C BAIOCCHI	P O BOX 347	DUTCH FLAT	CA	95714
DAVID A KIPP	P O BOX 35	DUTCH FLAT	CA	95714
CECIL B & BONNIE A LANE	P O BOX 40	DUTCH FLAT	CA	95714
JOSEPH J & ELIZABETH A LORANG	P O BOX 42	DUTCH FLAT	CA	95701
KELLY H & WILLIAM A FEHR	P O BOX 435	DUTCH FLAT	CA	95714
WILLIAM A & KELLY FEHR	P O BOX 435	DUTCH FLAT	CA	95714
EDWARD B & KATHLEEN A SMITH	P O BOX 444	DUTCH FLAT	CA	95714
DUTCH FLAT MUT WATER CO	P O BOX 50	DUTCH FLAT	CA	95714
NICHOLAS BEAU & ALICIA MARIE LAMPLY GEBEL	P O BOX 6	DUTCH FLAT	CA	95714
ROBIN R & STAR DIANE E REYNOLDS	P O BOX 65	DUTCH FLAT	CA	95714
DUTCH FLAT UNITED METHODIST CHURCH	P O BOX 66	DUTCH FLAT	CA	95714
JEAN A & ROBERT W KOLAK	P O BOX 70	DUTCH FLAT	CA	95714
RICHARD J REIOUX	PO BOX 105	DUTCH FLAT	CA	95714
TERRY LEA & STEPHEN J WATERS	PO BOX 114	DUTCH FLAT	CA	95714
THOMAS R WILLIAMS	PO BOX 132	DUTCH FLAT	CA	95714
BRANDON & VALERIE CRAVEN	PO BOX 150	DUTCH FLAT	CA	95714
ROBERT W PFISTER	PO BOX 175	DUTCH FLAT	CA	95714
SUSAN E NICHOLLS	PO BOX 177	DUTCH FLAT	CA	95714
SALLY D PANSEGRUW	PO BOX 190	DUTCH FLAT	CA	95714
STEPHEN BARKER	PO BOX 20	DUTCH FLAT	CA	95714
FELIX MORLEY FINCH	PO BOX 227	DUTCH FLAT	CA	95714
KIMBALL E & LAURA D GLASSCO	PO BOX 243	DUTCH FLAT	CA	95714
DALE ARTHUR BRIDGES	PO BOX 29	DUTCH FLAT	CA	95714
THOMAS E & VICKY L BRESLIN	PO BOX 30	DUTCH FLAT	CA	95714
JOHN S HERSHEY	PO BOX 4	DUTCH FLAT	CA	95714
DUTCH FLAT SWIMMING POOL CORP	PO BOX 414	DUTCH FLAT	CA	95714
JOSEPH J & ELIZABETH A LORANG	PO BOX 42	DUTCH FLAT	CA	95714
KATHRYN E JACKSON	PO BOX 447	DUTCH FLAT	CA	95714
STEPHEN R BUSH	PO BOX 51	DUTCH FLAT	CA	95714
ROBIN R & STAR DIANE E REYNOLDS	PO BOX 65	DUTCH FLAT	CA	95714
CHARLES & MARY K BADEKER	PO BOX 72	DUTCH FLAT	CA	95714
MICHAEL MURILLO	PO BOX 75	DUTCH FLAT	CA	95714
GINA C GORBET	PO BOX 92	DUTCH FLAT	CA	95714
SCOTT & MELISSA OWEN	PO BOX 98	DUTCH FLAT	CA	95714
MARILYN GREGORY	PO BOX 99	DUTCH FLAT	CA	95714
MAREK SLIWA	1080 MATTELL CT	DUTCH FLAT	CA	95714
CHRISTOPHER & BRANDY MARCH	1211 MATTELL DR	DUTCH FLAT	CA	95714
MARIA & ANTHONY BRILLANTE	1250 MATTELL DR	DUTCH FLAT	CA	95714
SHASTA & AARON M PATTON	32866 5TH AVE	DUTCH FLAT	CA	95714
AMANDA SMITH	32935 MAIN ST	DUTCH FLAT	CA	95714
ALEX S & LEATHERS CALISTA M PRERO	33135 RIDGE RD	DUTCH FLAT	CA	95714
ROBIN D COLE-FAVAREYEAR	33145 RIDGE RD	DUTCH FLAT	CA	95714
ANDREW & ANAND BINWANT S WARD	972 STOCKTON ST #361	DUTCH FLAT	CA	95714
JAMES P & JOVANNNE D REILLY	1172 BROADWAY	SAN FRANCISCO	CA	94109
JAMES G & IMELDA DALY	1260 MONTEREY BLVD	SAN FRANCISCO	CA	94127
CHARLES D & STANICHPRINCE ARLENE PRINCE	1801 17TH AVE	SAN FRANCISCO	CA	94122
LOTHER DETERMANN	2 EMBARCADERO CENTER 11TH	SAN FRANCISCO	CA	94111
EQUITY TRUST CO CSTDN	22 INA CT	SAN FRANCISCO	CA	94112
JOHN E & BARBARA S QUINN	2205 SACRAMENTO ST #203	SAN FRANCISCO	CA	94115
RENE L & MAUREEN D MORALES	2259 34TH AVE	SAN FRANCISCO	CA	94116
GARY J & CAROL A GUALCO	2501 15TH AVE	SAN FRANCISCO	CA	94127
PETER WHITCOMB	258 LONDON ST	SAN FRANCISCO	CA	94112
ANDREW JOSEPH WARD	322 6TH ST #11	SAN FRANCISCO	CA	94103
CARL SCHEIDENHELM	391 CHENERY ST	SAN FRANCISCO	CA	94131
NORA DANIELSON	43 RICHLAND AVE	SAN FRANCISCO	CA	94110
THOMAS JACOB & JONES HANNAH ELISE CYCYOTA	4605 BALBOA ST #4	SAN FRANCISCO	CA	94121
LYNNE S & GAIL V MILLER	639 MANGELS AVE	SAN FRANCISCO	CA	94127
CRAIG E MERCER	831 40TH AVE	SAN FRANCISCO	CA	94121
AGUIRRE FAMILY TRUST	POB 3	EMIGRANT GAP	CA	95715
ALENE Y ADMR SOLEY	174 SPRUCE ST	ARROYO GRANDE	CA	93420
WILLIAM PAUL & BUSH AMY LOU WAGNER	10151 WILTON RD	ELK GROVE	CA	95624
LEON P & CECILIE B KING	8823 STARFALL WAY	ELK GROVE	CA	95624
TIMOTHY W SWEENEY	6519 SYLVAN RD #226	CITRUS HEIGHTS	CA	95610
LARRY L & SANDRA J TRSTES POWERS	7210 GEOWOOD WAY	CITRUS HEIGHTS	CA	95610
KATHLEEN B DAX	7319 LEONARD AVE	CITRUS HEIGHTS	CA	95610
ALTON EUGENE & CLARA HARDIN	7846 WOODDALE WAY	CITRUS HEIGHTS	CA	95610
HOWARD & MITSUKO BRUSSEAU	3804 EL ORO ST	N HIGHLANDS	CA	95660
AARON DALE SPEER	1965 MORELLO AVE	PLEASANT HILL	CA	94523
CONRAD D ROWLING	305 OAKVUE LN	PLEASANT HILL	CA	94523
MARGIE DOLIENE CRAIG	2634 LA MIRADA DR	SAN JOSE	CA	95125
GEORGE & NORIKO HIDZICK	2659 SEQUOIA CREEK DR	SAN JOSE	CA	95121
JOHN L CURTIN	6745 SAN ANSELMO WAY	SAN JOSE	CA	95119
OLIVIER R SUZOR	PO BOX 642	FOREST KNOLLS	CA	94933
BRUCE ARTHUR ANDERSON	800 DOLAN RD #34	MOSS LANDING	CA	95039
ANDY A FIAMMENGO	503 CASTRO ST	SAN LEANDRO	CA	94577
DENNIS J HOLYFIELD	2510 U ST	RIO LINDA	CA	95673
ROBIN & BEN MAIN	6906 8TH ST	RIO LINDA	CA	95673
GARY A NILSEN	85 REDWOOD AVE	CORTE MADERA	CA	94925
CHRISTOPHER E MILLER	20 IRIS CT	SAN MATEO	CA	94401
RONALD & ELIZABETH AQUILA	30 BENNINGTON DR	SAN MATEO	CA	94402
PATRICK J SWEENEY	PO BOX 2696	FAIR OAKS	CA	95628
JOHN D & MAYR KRISTINE E SEAL	4408 GREENVALE RD	FAIR OAKS	CA	95628
JUDITH L BELL	5333 PRIMROSE DR #9A	FAIR OAKS	CA	95628
SEAN AMBROSE	PO BOX 153	CHICAGO PARK	CA	95712
JULIO TRSTE CORREA	220 DURHAM ST	MENLO PARK	CA	94025
DONALD J & MADONNA D T COOK	220 MANUEL CT	BAY POINT	CA	94565
RALPH R & ANGELA R OROQUITA	72 CANAL DR	BAY POINT	CA	94565
THOMAS A TRSTE ZIV	109 A AUBURN ST	SAN RAFAEL	CA	94901
BARBARA J LAYTON	19 UNIONSTONE DR	SAN RAFAEL	CA	94903
STANLEY W SCHILZ	48 SCHMIDT LN	SAN RAFAEL	CA	94903
SUE HUGHS	525 CASHEW CT	SAN RAMON	CA	94583
THOMAS D PHARO	P O BOX 917	MONTE RIO	CA	95462
THOMAS E HEARST	POB 293	LITTLE RIVER	CA	95456
JAMES L GOULD	2147 DAME SHIRLEY WAY	GOLD RIVER	CA	95670
JOHN G & ABIGAIL J WARDWELL	P O BOX 137	GOLD RUN	CA	95717

KIRK M CAMERON		P O BOX 154	GOLD RUN	CA	95717
DARLENE BRUNO		P O BOX 22	GOLD RUN	CA	95717
TIMOTHY S & GLORIA RENE DIEZ		P O BOX 227	GOLD RUN	CA	95717
LAURIE & RON ARASHI		P O BOX 267	GOLD RUN	CA	95717
TYLOR ELLINWOOD		PO BOX 111	GOLD RUN	CA	95717
MICHAEL W ELLISON		PO BOX 312	GOLD RUN	CA	95717
JEFFERY M & LAYLA N EVERSON		PO BOX 42	GOLD RUN	CA	95717
MICHAEL JOSEPH JUNEMANN		3001 EVERGREEN AVE #B	WEST SACRAMENTO	CA	95691
LORRIE P BOSICK		3245 ALLAN AVE	WEST SACRAMENTO	CA	95691
RHEANN & RYAN HUGHES		PO BOX 664	NORTH SAN JUAN	CA	95960
KRISTA JANE & ERIC R VOUSEN		PO BOX 1099	SODA SPRINGS	CA	95728
NORMAN PETTIT		PO BOX 736	SHINGLE SPRINGS	CA	95682
JOSEPH E & CHARLENE MCLAUGHLIN		PO BOX 983	SODA SPRINGS	CA	95728
JERRY L & MARGARET L TRSTES MARIANI		531 ST ANDREWS RD	VALLEY SPRINGS	CA	95252
RONALD S & JILL S HUTCHINSON		P.O. BOX 1721	GRASS VALLEY	CA	95945
NEVADA IRRIGATION DISTRICT		PO BOX 1019	GRASS VALLEY	CA	95945
EDWARD L & JAYNE M SILVEIRA		PO BOX 611	BROWNS VALLEY	CA	95918
NEVADA IRRIGATION DISTRICT		POB 1019	GRASS VALLEY	CA	95945
JEFFREY & RACHEL M HEKEMIAN		POB 3587	OLYMPIC VALLEY	CA	96146
JAMES V & CHERYL FORRESTER BABCOCK		100 SHORELINE HWY #B280	MILL VALLEY	CA	94941
ADDIEGO VENTURES INC		101 W MCNIGHT WAY #32	GRASS VALLEY	CA	95949
DALE A & ARTIE B TRSTES BOLIN		10257 HORTON ST	PENN VALLEY	CA	95946
RANDI TALLMAN		10728 DOLORES DR	GRASS VALLEY	CA	95945
MARIE BUSHNELL NADER		13397 SPENCEVILLE RD	PENN VALLEY	CA	95946
LINDA VACCAREZZA		13851 LOST LAKE RD	GRASS VALLEY	CA	95945
DUGAN & JANET LYNN ESSICK		15087 LOST LN	GRASS VALLEY	CA	95945
DRAKE ANDERSEN KLEMENT		15212 STINSON DR	GRASS VALLEY	CA	95949
NICHOLS DANIEL A & RUTH ESTS OF ETAL	C/O LINDA NICHOLS	17725 CINDY LN	GRASS VALLEY	CA	95945
BEST HOMES REMODELING AND REPAIR INC	C/O CONSTANTIN LUPU	18485 CHAPARRAL DR	PENN VALLEY	CA	95946
ALAN SVOBODA		2036 HWY PMB #514	GRASS VALLEY	CA	95945
WILLIAM E HUMPHREY		20437 VIEW POINT RD	CASTRO VALLEY	CA	94552
DUSTIN ROY COUCH		22118 TROTTER DR	GRASS VALLEY	CA	95949
STEPHAN ALFONS & CYNTHIA UKAS-BRADLEY		2258 GLORYETTE AVE	SIMI VALLEY	CA	93063
ANNE B & MILLER SAMUEL G LAPLANTE		345 LA CUESTA DR	PORTOLA VALLEY	CA	94028
DAVID B & KAREN L MCBRAYER		3654 SPYGLASS CT	CASTRO VALLEY	CA	94546
JARROD B & LEIGH J EHLERS		5175 PROCTOR RD	CASTRO VALLEY	CA	94546
SHERRY L KIRK		5741 MOUNT MURPHY	GARDEN VALLEY	CA	95633
MIA MONROE		802 AUTUMN LN	MILL VALLEY	CA	94941
GRACE LEONARD		2617 VIA CARRILLO	PALOS VERDES EST	CA	90274
JEFFRY JONES		P O BOX 41	TAHOE	CA	96148
LYNN M SUTER		PO BOX 348	MEADOW VISTA	CA	95722
DONNER MINE CAMP INC		POB 1392	MEADOW VISTA	CA	95722
JEFFREY A GRAHAM & GAYLENE J GRAHAM LIVING TRUST		1270 COMBIE RD	MEADOW VISTA	CA	95722
DONOVAN JONES		3960 HALF TURN PL	COLORADO SPRINGS	CO	80917
WILLIAM P & MARGARET MCKENNA JUNKER		28801 COUNTY RD	BUENA	CO	81211
RONALD JERRY & DIANA JANIE REED		1 BUFORD VILLAGE WALK	BUFORD	GA	30518
STEPHEN HOLCOMB	C/O MELANIE MARVIN	363 DANDY RD	DALLAS	GA	30132
ALBERT N & BERNARD-SMITH CHERYL SMITH		1200 POPLAR HILL RD	BALTIMORE	MD	21210
HELEN MCKIBBEN		6215 VERNE ST	BETHESDA	MD	20817
RANDY L WISE		274 THORBRIDGE CT	SEVERNA PARK	MD	21146
JUDITH TORNEY & PAUL P PURTA		3214 GRACEFIELD RD	SILVER SPRING	MD	20904
ROY W BLANDIN		2860 CEDAR KEY DR	LAKE ORION	MI	48360
THOMAS W YOUNG		PO BOX 1054	DARBY	MT	59829
SHAD MICHAEL & MARCY ANN DERIFIELD		57 OLSON CT	BOZEMAN	MT	59718
ALEXSANDER M & MICHELLE A HERNANDEZ		143 OLD MILLSTONE LANDING LN	SNEADS FERRY	NC	28460
DENNIS E FREER		313 SECRETARIAT LN	FAIRVIEW	NC	28730
RICHARD EARLE & JOANNE COMAN DAVIDSON		7769 FOREST HAVEN LN	LEWISVILLE	NC	27023
UNION PACIFIC RAILROAD COMPANY		1400 DOUGLAS ST #1640	OMAHA	NE	68179
STAR NORTH	C/O CHRISTIE FERNQUEST	PO BOX 435	SILVER CITY	NV	89428
KALMAN NEMETH		P O BOX 50081	RENO	NV	89513
JEREMY EZRA JOHNSON		PO BOX 4921	STATELINE	NV	89449
RICKY M & RAMONA E MARTINO		2766 DANBURY CT	RENO	NV	89523
DANIEL BRIAN KENNETH CARTER		5535 KNOLL VIEW WAY	SPARKS	NV	89436
SANDY & WILMA MARIA PATTON		7390 HUNTER GLEN DR	RENO	NV	89523
ROBERT RAYMOND & BEVERLY DEAN HEATON		7650 JASMINE CT	RENO	NV	89506
EDWIN DEANE LEONARD		228 DEER HOLLOW RD	POUGHQUAG	NY	12570
DOUGLAS DUNN		541 BROADWAY	NEW YORK	NY	10012
NANCY PAYNE		P O BOX 369	HARPER	OR	97906
VICTOR DANIEL NEVES		3340 NW VALLEY VIEW DR	ALBANY	OR	97321
MARY SCHULER CLARK		525 SE MARION ST #8	PORTLAND	OR	97202
RODNEY ISAAC JACKSON		56174 TOM SMITH RD	BANDON	OR	97411
DAVID T & ALAN W FERRIER		9416 N HAVEN AVE	PORTLAND	OR	97203
MINCEMOYER TREVOR ALTON		7 ABBEY RD	DANVILLE	PA	17821
LINDA S WILLEY		926 KEOWEE AVE	KNOXVILLE	TN	37919
VERNA B MUELLER		2002 WATERWOOD DR	ARLINGTON	TX	76012
REO ABS	C/O SELECT PORTFOLIO SERVICING	3217 S DECKER LANE DR	SALT LAKE CITY	UT	84119
WSP INVESTMENT COMPANY LLC		PO BOX 470	FARMINGTON	UT	84025
LAURIE & ADAMS TANNY SCHROADER		1530 W GORDON AVE	LAYTON	UT	84041
JEAN A BINDER		PO BOX 28965	BELLINGHAM	WA	98228
CARL B CASSADY		10524 CLARK RD	YELM	WA	98597
Placer County Water Agency		P.O. Box 6570	Auburn	CA	95604
Nevada Irrigation District		1036 West Main Street	Grass Valley	CA	95945
Placer County Water Agency		P.O. Box 6570	Auburn	CA	95604
The Honorable Bonnie Gore, District 1	Placer County Board of Supervisors	175 Fulweiler Ave.	Auburn	CA	95603
The Honorable Robert Weygant, District 2	Placer County Board of Supervisors	175 Fulweiler Ave.	Auburn	CA	95603
The Honorable Jim Holmes, District 3	Placer County Board of Supervisors	175 Fulweiler Ave.	Auburn	CA	95603
The Honorable Kirk Uhler, District 4	Placer County Board of Supervisors	175 Fulweiler Ave.	Auburn	CA	95603
The Honorable Cindy Gustafson, District 5	Placer County Board of Supervisors	175 Fulweiler Ave.	Auburn	CA	95603
The Honorable Heidi Hall District 1	Nevada County Board of Supervisors	950 Maidu Ave. Ste. 200	Nevada City	CA	95959
The Honorable Ed Scofield, District 2	Nevada County Board of Supervisors	950 Maidu Ave. Ste. 200	Nevada City	CA	95959
The Honorable Dan Miller, District 3	Nevada County Board of Supervisors	950 Maidu Ave. Ste. 200	Nevada City	CA	95959
The Honorable Susan Hoek, District 4	Nevada County Board of Supervisors	950 Maidu Ave. Ste. 200	Nevada City	CA	95959
The Honorable Richard Anderson, District 5	Nevada County Board of Supervisors	950 Maidu Ave. Ste. 200	Nevada City	CA	95959
United Auburn Indian Community of the Auburn Ranch	Mathew Moore, Chairperson	10720 Indian Hill Rd.	Auburn	CA	95603
Shingle Springs Band of Miwok Indians	Nicholas Fonseca, Chairperson	PO Box 1340	Shingle Springs	CA	95982
Washoe Tribe of Nevada and California	Neil Mortimer, Chairperson	919 Highway 395 South	Gardnerville	NV	89410

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

AT&T  
Albion Power Company

Alta Power Group, LLC  
Anderson & Poole

Atlas ReFuel  
BART

Barkovich & Yap, Inc.  
Braun Blaising Smith Wynne, P.C.  
California Cotton Ginners & Growers Assn  
California Energy Commission

California Hub for Energy Efficiency  
Financing

California Alternative Energy and  
Advanced Transportation Financing  
Authority  
California Public Utilities Commission  
Calpine

Cameron-Daniel, P.C.  
Casner, Steve  
Center for Biological Diversity

Chevron Pipeline and Power  
City of Palo Alto

City of San Jose  
Clean Power Research  
Coast Economic Consulting  
Commercial Energy  
Crossborder Energy  
Crown Road Energy, LLC  
Davis Wright Tremaine LLP  
Day Carter Murphy

Dept of General Services  
Don Pickett & Associates, Inc.  
Douglass & Liddell  
Downey Brand LLP  
Dish Wireless L.L.C.

East Bay Community Energy Ellison  
Schneider & Harris LLP  
Engineers and Scientists of California

GenOn Energy, Inc.  
Green Power Institute  
Hanna & Morton  
ICF

iCommLaw  
International Power Technology  
Intertie

Intestate Gas Services, Inc.

Johnston, Kevin  
Kelly Group  
Ken Bohn Consulting  
Keyes & Fox LLP  
Leviton Manufacturing Co., Inc.

Los Angeles County Integrated  
Waste Management Task Force  
MRW & Associates  
Manatt Phelps Phillips  
Marin Energy Authority  
McClintock IP  
McKenzie & Associates

Modesto Irrigation District  
NLine Energy, Inc.  
NRG Solar

OnGrid Solar  
Pacific Gas and Electric Company  
Peninsula Clean Energy

Pioneer Community Energy

Public Advocates Office

Redwood Coast Energy Authority  
Regulatory & Cogeneration Service, Inc.

Resource Innovations

SCD Energy Solutions  
San Diego Gas & Electric Company

SPURR  
San Francisco Water Power and Sewer  
Sempra Utilities

Sierra Telephone Company, Inc.  
Southern California Edison Company  
Southern California Gas Company  
Spark Energy  
Sun Light & Power  
Sunshine Design  
Stoel Rives LLP

Tecogen, Inc.  
TerraVerde Renewable Partners  
Tiger Natural Gas, Inc.

TransCanada  
Utility Cost Management  
Utility Power Solutions  
Water and Energy Consulting Wellhead  
Electric Company  
Western Manufactured Housing  
Communities Association (WMA)  
Yep Energy