



**Pacific Gas and  
Electric Company®**

**Sidney Bob Dietz II**  
Director  
Regulatory Relations

Pacific Gas and Electric Company  
77 Beale St., Mail Code B13U  
P.O. Box 770000  
San Francisco, CA 94177

Fax: 415-973-3582

August 19, 2022

**Advice 6684-E**

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Pit River and Tunnel Reservoir Land Donation - Request for Approval under Decision D.03-12-035, D.08-11-043, 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 disposition letter approving PG&E's donation of fee simple title to approximately 6,982 acres of land in Shasta County, commonly known as Pit River and Tunnel Reservoir ("Property") to the California Department of Forestry and Fire Protection ("CAL FIRE"). This donation 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, 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 donation 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) to ensure that each parcel will be managed consistent with the purpose of the Land Conservation Commitment. 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**

### Encroachment Agreement

*Parcel 74:* A boundary survey was completed to effectuate this transaction, resulting in the identification of a shed, portion of a fence and a gate which may be encroaching onto a portion of PG&E property.

But for this LCC transaction, these encroachments may not have been discovered because PG&E does not actively use the property for utility operations. Because the land is not needed for operations, PG&E proposes maintaining the status quo to avoid conflict between the Fee Donee and the private property owner ("Owner"). To accomplish this, PG&E coordinated with the Stewardship Council, the Fee Donee (CAL FIRE) and Owner to reach an Encroachment Agreement ("EA") that, if approved as part of this Advice filing, will allow for the encroachments to remain in favor of certain terms and conditions as Grantor shall deem appropriate. For the complete text and exhibit map regarding the Encroachment Agreement see Attachment B. CAL FIRE has approved the terms of the EA, which CAL FIRE will assume upon transfer of the Property.

### Access Easements

*Parcels 24, 29 and 74:* During initial site visits to the Property and subsequent research, it was determined that various private property owners ("Owners") lacked sufficient legal access across PG&E parcels 24, 29 and 74.

But for this LCC transaction, these access issues may not have been discovered because PG&E Operations does not currently use the property for utility operations. To effectuate the transfer of the Property, PG&E proposes perfecting the existing uses of the access roads/driveways into and across Parcels 24, 29 and 74 through access easements. Upon CPUC approval of this advice letter and the easements detailed herein, PG&E will grant to the adjacent Owners access easements across Parcels 24, 29 and 74. For the complete text of the Access Easements see Attachment C. CAL FIRE has approved the

terms of the Access Easements to Owners, which CAL FIRE will assume on transfer of the Property.

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

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

The Property, identified as Parcels 13-18, 22-25, 28-34, 38, 41, 43-48, 50-56, 65, 67, 68, 74 and 83-92 (totaling approximately 6,982 acres of land) on the map included in Attachment A, pages 5-8, is in Shasta County. The Property is approximately 35 miles northeast of Redding and approximately 165 miles north of Sacramento. The Property is surrounded by private properties, private timberlands and National Forest System Lands managed by the Shasta Trinity National Forest.

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

Per the Stewardship Council recommendation, PG&E will convey fee simple title to CAL FIRE. CAL FIRE will then immediately convey a conservation easement (Attachment D) to the Shasta Land Trust ("SLT"), which will permanently protect the BPVs on the Property. The Property will be transferred subject to a Grant Deed with certain restrictions and reserved rights for the continued operation of Electric Activities and Hydro Project Activities. For the complete text of the Grant Deed, see Attachment E.

The State Board of Equalization estimates the value of the Property is \$713,056 (Attachment F).

**A. Property Encumbrances and Uses**

There are recorded encumbrances on the Property for county roads, ditches or canals, ingress and egress, roads, encroachments, electric transmission lines, pole lines, communication facilities, right of way for creek maintenance and a cost share easement. There are two unrecorded encumbrances on the Property including licenses for a seismic observatory and a forest resource monitoring and assessment program. There is one third-party agreement for economic use on the Property for a volunteer fire department, as delineated in Exhibit E of the conservation easement. PG&E will assign the Licenses to the Donee upon close of escrow. For the complete text of the Assignment and Assumption agreement see Attachment G.

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 the existing agreements for economic uses will be honored.

Compliance with these requirements is reflected in the Conservation Easement (Attachment D, pages 3-5).

B. Public Access

The public can access the Parcels via Big Bend Road, Cove Road, Pit 5 Road and Hagen Flat Road.

Public access to the Property will not be changed because of the donation of the Property. For complete text regarding Public Access, please see the Conservation Easement (Attachment D, pages 11-12).

C. Building Envelopes

The conservation easement between CAL FIRE and SLT includes reserved rights in favor of CAL FIRE allowing for one (1) or more Building Envelopes to be located on the conveyed lands. CAL FIRE will have the ability to select Building Envelope sites until such a time that a total of ten (10) acres have been selected. In addition to the Building Envelope(s), CAL FIRE reserves the right to maintain, repair, alter, improve, remove, replace and reasonably enlarge structures and improvements within the existing development areas consisting of approximately 2.5 acres identified as the Development Envelope in the Conservation Easement. For the complete agreement between SLT and CAL FIRE regarding Building Envelopes and Development Envelopes, please see the Conservation Easement (Attachment D, pages 7-8)

D. Utility Facility Access, Operation and Maintenance Easement

PG&E and CAL FIRE will also enter into a Utility Facility Access, Operation and Maintenance and Easement Agreement covering PG&E's continued use, maintenance, and access to all current and future hydroelectric facilities. For the complete text of the Utility Facility Access, Operation and Maintenance Easement Agreement see Attachment H.

E. PG&E's Assumption of Liability

Section 12(f) of the Stipulation requires that PG&E hold the donee and/or conservation organizations harmless for hazardous waste or substance liability. Fulfillment of that obligation is reflected in the Environmental Agreement, attached hereto as Attachment I.

PG&E conducted an environmental review as part of its due diligence in preparation for donation of the Property. The environmental review included an Environmental Site Assessment (ESA). The ESA assessed the past and present uses, ownership, and environmental conditions of the Property in order to identify potential issues that present known or possible environmental areas of concern.



The ESA included, but was not limited to, a site reconnaissance, interviews, limited soil sampling and historical and regulatory document review. No potential environmental issues were identified on the Property.

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

State of California  
Department of Forestry & Fire Protection  
1300 U Street (A-45)  
Sacramento, CA 95817  
Attn: Technical Services Section

State Public Works Board  
915 L Street, 9<sup>th</sup> Floor  
Sacramento, CA 95814  
Attn: Executive Director

Shasta Land Trust  
5170 Bechelli Lane,  
Redding, CA 96002  
Attn: Executive Director

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

As set forth in the Stipulation, the cornerstone of the LCC is the 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
- Preservation of Open Space
- Historic Values
- Outdoor Recreation by the General Public
- Agricultural Uses

The conservation easement for the Property ensures permanent protection of those BPVs listed in the Stipulation that are present on the Property. Attachment B, Section E provides that the following BPVs are protected on the Property:

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

A diverse range of plant, animal, fungal, and micro biotic communities exist in the ecosystems that make up the Property. Habitat for these communities includes a

wide range of forest structures and the various ecological and anthropogenic processes that influence forest dynamics.

B. Forest Resources

The Property is heavily forested. Black oak forest is common on the west side of the Pit River with Sierra mixed conifer forest common on the east side. Some of the Property contains mixed conifer forest that is dominated by ponderosa pine and Douglas-fir and, to a lesser degree, incense cedar. The Property has highly productive soils for timber.

C. Preservation of Open Space

The Property provides open space and viewshed values. Due to lack of development, steepness of the Pit River Canyon, limited recreation, and primary use of the Property for timber production, open space values can be found throughout the Property.

D. Historic Resources

The Property is located within the ancestral territory of the Pit River Tribe. Ethnobotanical resources have been identified, such as redbud, which is of special importance to Native Americans use. The character of the Property includes lands historically utilized by Native Americans.

E. Outdoor Recreation

The Property provides opportunities for outdoor recreation, such as hiking, berry picking, sightseeing, and birdwatching.

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 transaction constitutes a change in ownership with no proposed changes to land uses; 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 exempts fee transactions subject to the LCC. (Resolution, p. 59, ¶ 15.)

**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.

Lastly, the Stewardship Council intends to provide funding to satisfy property tax payments in perpetuity for the Property.<sup>1</sup> Upon CPUC approval of fee title donation of the Property, Shasta County will receive a one-time lump sum payment to satisfy property tax in perpetuity for the Property. The County would, in-turn, be required to distribute the funds to the general fund and applicable special districts consistent with the Tax Rate Area in effect for the parcels.

**Protests**

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than September 8, 2022, 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

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

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

---

<sup>1</sup> As stated in Resolution E-4644 the Commission endorses the Stewardship Council 1) Guidelines Regarding Satisfaction of Tax Neutrality, and 2) the Property Tax Neutrality Methodology adopted by the Stewardship Council.

statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

### **Effective Date**

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

### **Notice**

In accordance with General Order 96-B, Section IV, and D.08-11-043, a copy of this advice letter is being sent electronically and via U.S. mail 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 Encroachment Agreement
- C Access Easements
- D Conservation Easement
- E Grant Deed
- F State Board of Equalization Land Appraisal Record
- G Assignment and Assumption Agreement
- H Utility Facility Access, Operation and Maintenance and Laydown Easement Agreement
- I Environmental Agreement – (Fee Donee)

Note: (1) the Property Acquisition Agreement between PG&E and CAL FIRE is available upon request.

cc: Service List Appendix A - Advice Letter 6684-E  
Erin Healy, Stewardship Council  
Service List A.08-04-020 and I.02-04-026  
Additional Parties Identified by the Stewardship Council

\*\*\*\*\* **SERVICE LIST Advice 6684-E** \*\*\*\*\*  
**APPENDIX A**

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

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

Robert (Mark) Pocta  
Public Advocates Office  
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

State of California  
Department of Forestry & Fire Protection  
1300 U Street (A-45)  
Sacramento, CA 95817  
Attn: Technical Services Section

State Public Works Board  
915 L Street, 9<sup>th</sup> Floor  
Sacramento, CA 95814  
Attn: Executive Director

Shasta Land Trust  
5170 Bechelli Lane,  
Redding, CA 96002  
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 (ID U39 E)

Utility type:

☒ ELC ☐ GAS ☐ WATER  
☐ PLC ☐ HEAT

Contact Person: Annie Ho

Phone #: (415) 973-8794

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: AMHP@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) #: 6684-E

Tier Designation: 1

Subject of AL: Pit River and Tunnel Reservoir Land Donation - Request for Approval under Decision D.03-12-035, D.08-11-043, D.10-08-004 and Public Utilities Code Section 851

Keywords (choose from CPUC listing): Section 851, Agreement

AL Type: ☐ Monthly ☐ Quarterly ☐ Annual ☒ One-Time ☐ Other:

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

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

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

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: N/A

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

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

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

Tariff schedules affected: N/A

Service affected and changes proposed<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: (415)973-3582  
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**



# Revised Final LCCP

November 17, 2021

Updated July 27, 2022



**Stewardship**  
Council

## Land Conservation and Conveyance Plan

Lands for Donation to CAL FIRE at  
Pit River and Tunnel Reservoir Planning Units

## **Executive Summary**

### **Subject**

LCCP Pit River and Tunnel Reservoir Planning Units (Lands Donated to CAL FIRE) Land Conservation Plan Identification Numbers (Parcels) 13-18, 22-25, 28-34, 38, 41, 43-48, 50-56, 65, 67-68, 74, and 83-92 as shown on the maps attached as Exhibit 1.

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

- The California Department of Forestry and Fire Protection (CAL FIRE) to hold fee simple title to approximately 6,982 acres within Parcels 13-18, 22-25, 28-34, 38, 41, 43-48, 50-56, 65, 67-68, 74, and 83-92 of the Pit River and Tunnel Reservoir planning units.
- Shasta Land Trust (SLT) to hold the conservation easement on the 6,982 acres of Parcels 13-18, 22-25, 28-34, 38, 41, 43-48, 50-56, 65, 67-68, 74, and 83-92 donated to CAL FIRE.

### **Summary**

Approximately 6,982 acres within 46 parcels (Parcels 13-18, 22-25, 28-34, 38, 41, 43-48, 50-56, 65, 67-68, 74, and 83-92) will be donated to CAL FIRE and, consistent with the conditions in the Settlement Agreement, the Property will be subject to a perpetual conservation easement granted to SLT. Pending California Public Utilities Commission (CPUC) approval, and immediately prior to PG&E's conveyance of 6,982 acres within Parcels 13-18, 22-25, 28-34, 38, 41, 43-48, 50-56, 65, 67-68, 74, and 83-92 to CAL FIRE, PG&E and SLT will enter into the conservation easement on acres that will be transferred directly to CAL FIRE. The remaining 8,029 acres within the planning units will be retained by PG&E and/or donated to other entities and are addressed in separate Land Conservation and Conveyance Plans (LCCPs).

The 6,982 acres in Parcels 13-18, 22-25, 28-34, 38, 41, 43-48, 50-56, 65, 67-68, 74, and 83-92 to be donated to CAL FIRE are outside the Pit 3, 4, 5 and McCloud-Pit Project boundaries (FERC #233 and 2106) and PG&E has determined this acreage does not need to be retained for existing or future utility operations. Therefore, this acreage is available for donation, subject to PG&E's reserved rights.

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.

### **Property Location**

The property subject to this LCCP consists of 6,982 acres along and near the Pit River west of Lake Britton.



## **Economic Uses and Agreements**

There are recorded encumbrances on the acreage for donation to CAL FIRE at the Pit River and Tunnel Reservoir planning units for roads, ditches, canals, building encroachment, ingress/egress, electric transmission lines, poles and wires, communication facilities, use of Roaring Creek, and a cost share easement. There are unrecorded encumbrances and existing agreements for economic uses on the lands to be donated to CAL FIRE in the Pit River and Tunnel Reservoir planning units for the Big Bend Fire Station, use of the property for a private road, seismic observatory, and forest monitoring and assessment program.

Consistent with the Settlement Agreement, PG&E will reserve its rights to maintain and operate existing and future utility facilities on the parcels to be conveyed in fee. The specific reserved rights are set forth in the grant deed and conservation easement, which can be found in Appendices 2 and 3, respectively.

## **Permanent Protection of the Beneficial Public Values**

The grant deed transferring fee title to CAL FIRE includes a recital that CAL FIRE and PG&E acknowledge that the conveyance, together with the conservation easement transaction being entered into with SLT, is being made in the public interest with the intent to ensure the permanent protection of the beneficial public values (BPVs) on the Property as identified in the Land Conservation Plan while allowing the ongoing use of the Property by PG&E for hydroelectric operations, water delivery, and related activities, and acknowledging and hon

## **Conservation Management Objectives to Preserve and/or Enhance the BPVs**

The conservation easement for Parcels 13-18, 22-25, 28-34, 38, 41, 43-48, 50-56, 65, 67-68, 74, and 83-92 within the Pit River and Tunnel Reservoir planning units lists the following Beneficial Public Values (BPVs) that are to be protected:

- Fish, Plant and Wildlife Habitat. A diverse range of plant, animal, fungal, and micro biotic communities exist in the ecosystems that make up the Property. Habitat for these communities includes a wide range of forest structures and the various ecological and anthropogenic processes that influence forest dynamics.
- Forest Resources. The Property is heavily forested. Black oak forest is common on the west side of the Pit River with Sierra mixed conifer forest common on the east side. Some of the Property contains mixed conifer forest that is dominated by ponderosa pine and Douglas-fir and, to a lesser degree, incense cedar. The Property has highly productive soils for timber.
- Open Space. The Property provides open space and viewshed values. Due to lack of development, steepness of the Pit River Canyon, limited recreation, and primary use of the Property for timber production, open space values can be found throughout the Property.

- Historic Resources. The Property is located within the ancestral territory of the Pit River Tribe. Ethnobotanical resources have been identified, such as redbud, which is of special importance to Native Americans use. The character of the Property includes lands historically utilized by Native Americans.
- Outdoor Recreation. The Property provides opportunities for outdoor recreation, such as hiking, berry picking, sightseeing, and birdwatching.

### **Tax Neutrality**

After the lands are donated to CAL FIRE, a committee will be formed by CAL FIRE to determine the annual payments due from CAL FIRE in lieu of property taxes (pursuant to Section 4654 of the Public Resources Code). If the new amount is less than PG&E's current tax payments, the Stewardship Council will pay 100% of the difference to Shasta County, who has elected to receive a lump sum payment consistent with the methodology described in the Property Tax Neutrality Methodology adopted on June 27, 2012 and amended most recently on November 15, 2017.

### **Hazardous Waste Disclosure**

PG&E has provided the Pit River Environmental Site Assessment Report dated April 29, 2011, and refresh dated December 2015, and the Tunnel Reservoir Environmental Site Assessment Report dated April 29, 2011, and refresh dated December 2015, to CAL FIRE and SLT, fulfilling the disclosure requirements of the Land Conservation Commitment.

### **Consideration of Parcel Split**

Within Parcels 13-18, 22-25, 28-34, 38, 41, 43-48, 50-56, 65, 67-68, 74, and 83-92, approximately 565 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 donated acres 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 these planning units.

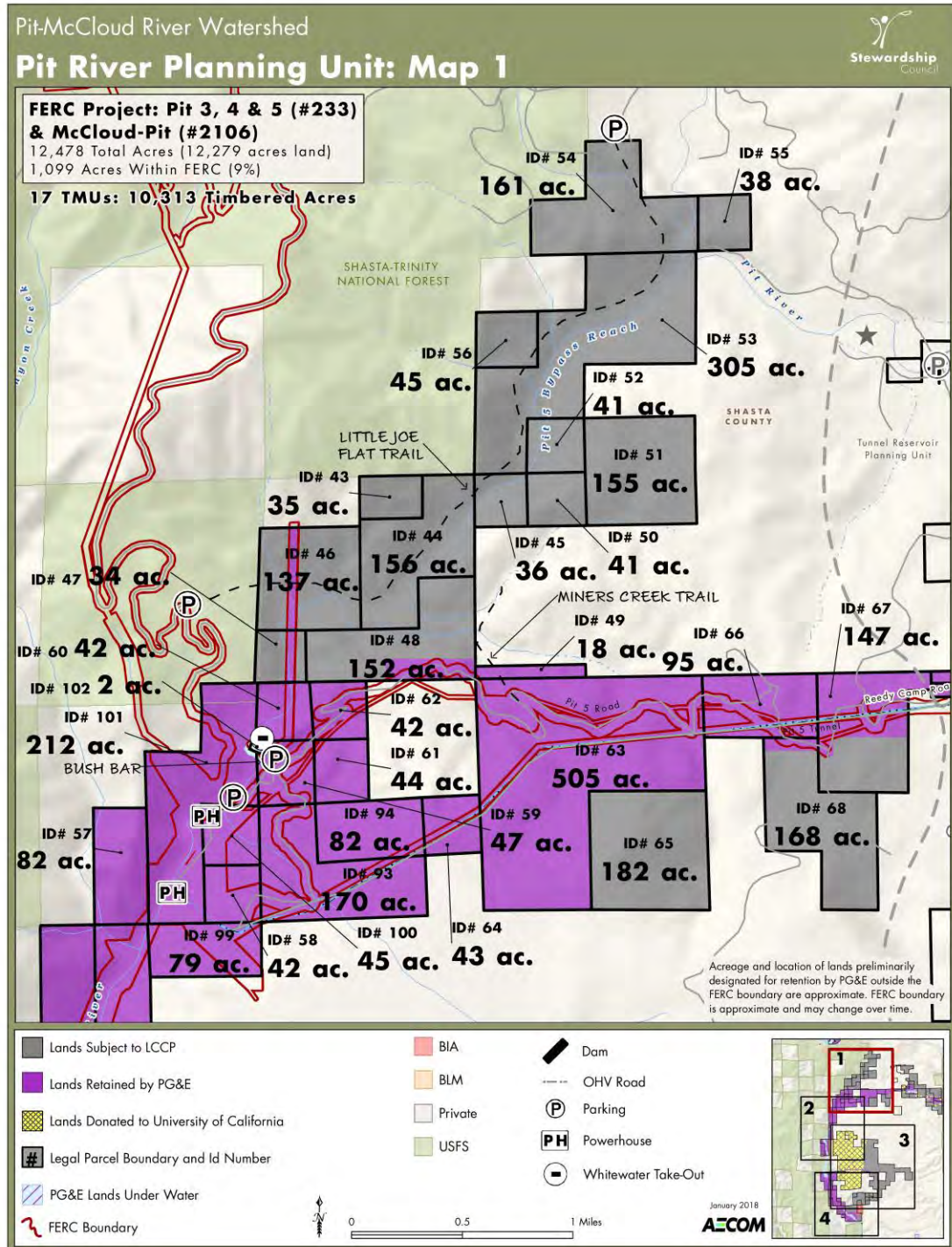
### **Applicable CEQA Exemption(s) or Reason Why Transaction is not a "Project Under CEQA"**

The Pit River and Tunnel Reservoir 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 transfer of land to preserve open space, habitat, or historical resources is categorically exempt under Section 15325 of the CEQA Guidelines (CFR Title 14, Chapter 3) and Public Resources Code 21080.28 clarifies that CEQA review is not required before a public agency transfers an interest in property, provided the purpose of

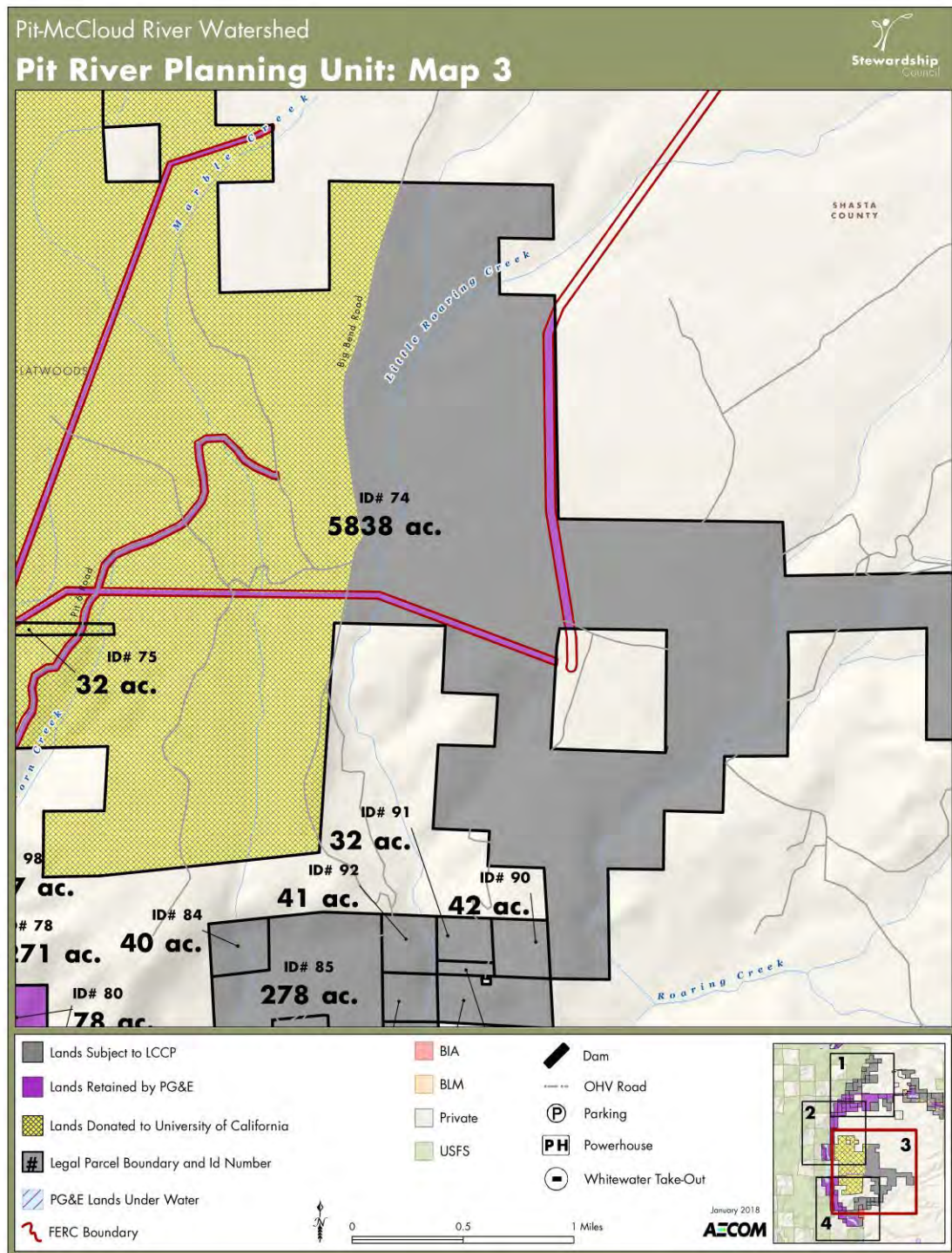
the transfer is to conserve the land for habitat, open space, agricultural, or historic preservation, among other purposes.

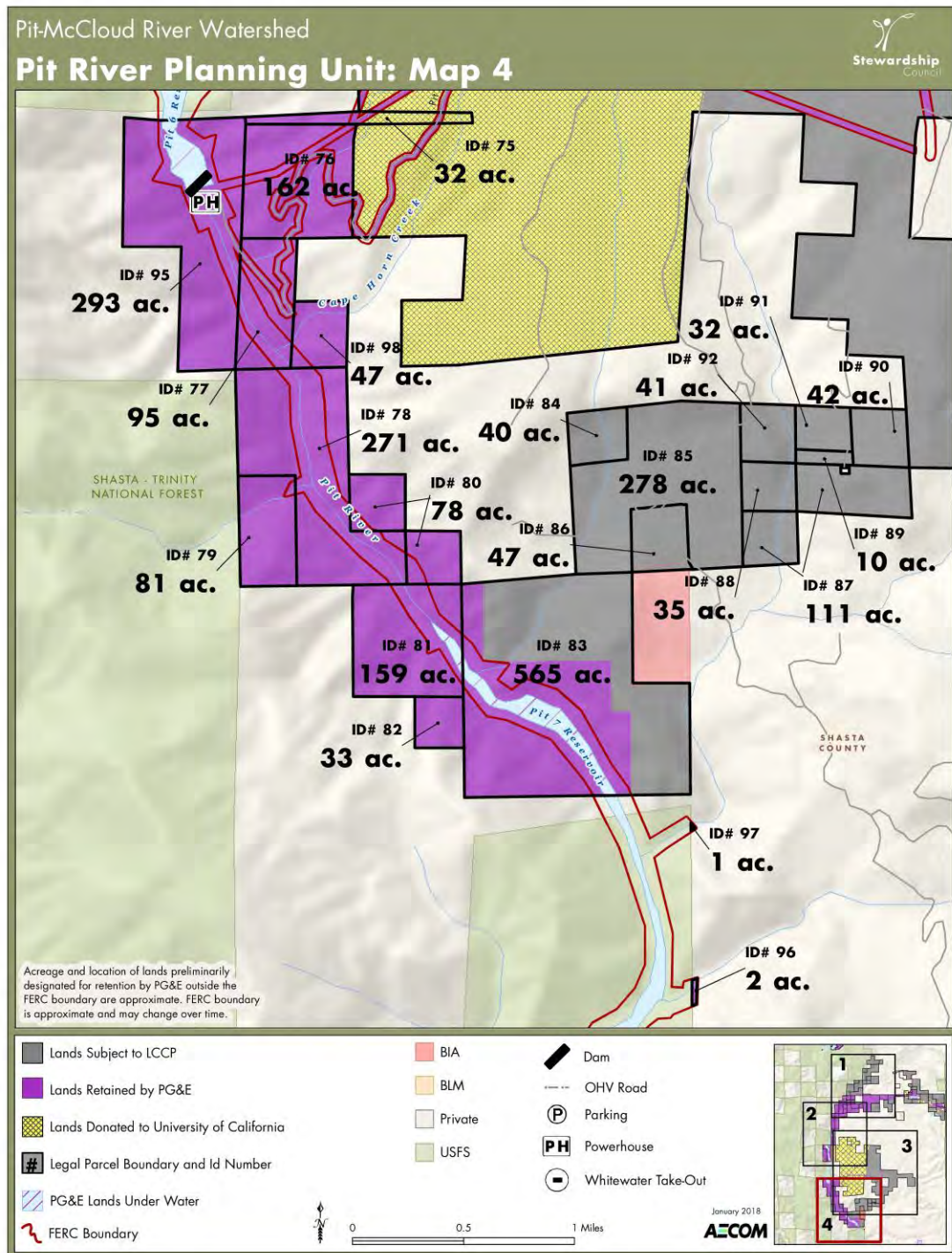
The establishment of a conservation easement is also categorically exempt under Section 15325 of the CEQA Guidelines (CFR Title 14, Chapter 3). While the principal effect of the conservation easement will be to significantly restrict development on the site in perpetuity, the conservation easement reserves to CAL FIRE the right to develop no more than a total of ten acres within designated Building Envelopes for uses including recreation, research, or forest management and 2.5 acres with existing development within a Development Envelope, subject to the limitations in the conservation easement. However, CAL FIRE is not proposing to carry out any development or change in use at this time. Instead, at least for the time being, CAL FIRE intends to manage the Property as PG&E does presently. If, in the future, CAL FIRE decides to pursue 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. Public Resources Code 21080.28 states that CEQA review is not required even when physical changes to the property are reasonably foreseeable as a result of the transfer, provided that environmental review occurs before those changes occur.

## Exhibit 1. Maps of the Property













## **Table of Contents**

<b>Executive Summary.....</b>	<b>1</b>
<b>Introduction.....</b>	<b>10</b>
<b>1. Acreage, Existing Economic Uses and Agreements.....</b>	<b>14</b>
<b>2. Objectives to Preserve and/or Enhance the BPVs.....</b>	<b>16</b>
<b>3. Recommendations for Conservation Easement and Fee Simple Donation.....</b>	<b>18</b>
<b>4. Finding of Donee Funding and Other Capacity to Maintain Lands to Preserve and/or Enhance the BPVs.....</b>	<b>21</b>
<b>5. Analysis of Tax and Other Economic and Physical Impacts.....</b>	<b>23</b>
<b>6. Hazardous Waste Disclosure.....</b>	<b>25</b>
<b>7. Consideration of Parcel Split.....</b>	<b>26</b>
<b>8. Strategy for Physical Measures to Enhance the BPVs.....</b>	<b>27</b>
<b>9. Monitoring Plan for the Economic and Physical Impacts of Disposition and Implementation of Enhancement Measures.....</b>	<b>28</b>
<b>10. Implementation Schedule for Transactions and Measures.....</b>	<b>29</b>
 <b>Appendices</b>	
Appendix 1. Summary of Public Outreach.....	30
Appendix 2. Grant Deed.....	35
Appendix 3. Conservation Easement.....	44
Appendix 4. Stewardship Council Funding Agreement.....	292
Appendix 5. Property Tax Neutrality Methodology.....	305
Appendix 6. Settlement Agreement, Appendix E.....	309

## 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 Pit River and Tunnel Reservoir planning units, 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 the California Department of Forestry and Fire Protection (CAL FIRE) receive 6,982 acres within 46 parcels (13-18, 22-25, 28-34, 38, 41, 43-48, 50-56, 65, 67-68, 74, and 83-92) of the Pit River and Tunnel Reservoir planning units in fee and that the Shasta Land Trust (SLT) hold a conservation easement over the lands recommended for donation to CAL FIRE in these parcels (13-18, 22-25, 28-34, 38, 41, 43-48, 50-56, 65, 67-68, 74, and 83-92) of the Pit River and Tunnel Reservoir planning units.**

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

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

<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>
<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>
<b>(3) Recommendations for Conservation Easement and Fee Simple Donation</b> <i>"A recommendation for grant of a conservation easement or fee simple donation for each such parcel;"</i>
<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>
<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>
<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>
<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>
<b>(8) Strategy for Physical Measures to Enhance BPVs</b> <i>"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;"</i>
<b>(9) Monitoring Plan for the Economic and Physical Impacts of Disposition and Implementation of Enhancement Measures</b> <i>"A plan to monitor the economic and physical impacts of disposition and implementation of enhancement measures on the applicable management objectives;"</i>
<b>(10) Implementation Schedule for Transactions and Measures</b> <i>"A schedule for the implementing transactions and measures."</i>

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

### **Acreage and Property Description**

Approximately 6,982 acres in Parcels 13-18, 22-25, 28-34, 38, 41, 43-48, 50-56, 65, 67-68, 74, and 83-92 will be donated to CAL FIRE and, consistent with the conditions in the Settlement Agreement, the Property will be subject to a perpetual conservation easement granted to SLT. 565 acres within Parcels 13-18, 22-25, 28-34, 38, 41, 43-48, 50-56, 65, 67-68, 74, and 83-92 will be retained by PG&E and will be subject to a conservation easement.

The Pit River planning unit is one of the largest planning units in terms of land acreage. The planning unit is located in Shasta County near the community of Big Bend. Many of the lands, especially along the Pit River, are very steep except for an area east of the Pit 6 Powerhouse called the Flatwoods, which includes Parcels 74 and 75. The Flatwoods area is not associated with a FERC Project.

The Tunnel Reservoir planning unit is located in Shasta County adjacent to the community of Big Bend. The unit contains the Pit River Canyon corridor and the Pit 4 and Pit 5 Reservoirs in addition to the Tunnel Reservoir. The stretch of the Pit River in the planning unit, referred to as the Pit 5 bypass reach (so called because most of the flow is diverted to the downstream Pit 5 Powerhouse), is within the Pit River Canyon, a 26-mile stretch of the river from the Pit 3 Dam to the Pit 5 Powerhouse.

The Pit River planning unit is within critical deer winter range and US Fish and Wildlife Service-designated northern spotted owl habitat area. Three special status plants have been identified along the Pit 5 Powerhouse Road and near the Pit 6 Reservoir and Cape Horn Creek in the Pit River planning unit. Bald eagles, ospreys, and peregrine falcons nest within the Tunnel Reservoir planning unit and bald eagles also winter in the area. The Tunnel Reservoir planning unit also supports critical deer winter range and a substantial native rainbow trout fishery. During recent botanical surveys, one sensitive plant was mapped in the Tunnel Reservoir planning unit, and a new species of plant, the Ishi jewelflower, was discovered.

There is very little existing recreational use and few recreational facilities in the Pit River planning unit. Most of the existing recreation use occurs in the Pit 5 bypass reach area, which overlaps with the Tunnel Reservoir planning unit. In the Tunnel Reservoir planning unit, the majority of recreational use consists of fishing and primitive camping. Anglers access the river from many sites and roads as well as user-created trails. Four dispersed camping areas exist along the Pit 5 bypass reach within the Tunnel Reservoir planning unit; however, there are currently no facilities at any of these areas. Day use activities in the Tunnel Reservoir planning unit include swimming, picnicking, berry picking, sightseeing, hiking, and birdwatching.

The lands recommended for donation to CAL FIRE in Parcels 13-18, 22-25, 28-34, 38, 41, 43-48, 50-56, 65, 67-68, 74, and 83-92 are located within 15 PG&E Timber Management Units (TMUs) that contain a total of 7,807 timbered acres. Thirteen of the

15 TMUs are currently managed by PG&E 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. One TMU receives no timber management and one is managed under a Recreation and Sustainable Timber Management prescription, meaning that recreation in this area is compatible with timber management. Forest management in designated recreation areas is limited to fuel reduction, hazard tree removal, and improvement of aesthetics. Outside of designated recreation areas, sustainable timber management is emphasized.

No agricultural activities (farming or grazing) occur within either the Pit River or Tunnel Reservoir planning units.

The Pit River and Tunnel Reservoir planning units are located within the ancestral territory of the Pit River Tribe. Many cultural sites, ethnographic sites and ethnobotanical resources have been identified within the McCloud-Pit and Pit 3, 4, 5 FERC Project boundaries.

### **Adjacent and Nearby Landowners**

The parcels subject to donation to CAL FIRE are surrounded by National Forest System lands managed by the Shasta-Trinity National Forest, Roaring Creek Rancheria lands, Transmission Agency of Northern California lands, and private property, including private timber lands. The parcels are accessible via private roads, US Forest Service (USFS) Road 11, Big Bend Road, Pit 5 Road, Cove Road, Hagen Flat Road, USFS Road N8L02, Baker Road, Reedy Camp Road, Deep Creek Campground Road, Hot Springs Road, Softwind Drive, Summit Lake Road, Nelson Creek Road, and Mud Springs Road. There are parcels and portions of parcels that do not have vehicular access.

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 acreage for donation to CAL FIRE at the Pit River and Tunnel Reservoir planning units for roads, ditches, canals, building encroachment, ingress/egress, electric transmission lines, poles and wires, communication facilities, use of Roaring Creek, and a cost share easement. There are unrecorded encumbrances and existing agreements for economic uses on the lands to be donated to CAL FIRE in the Pit River and Tunnel Reservoir planning units for the Big Bend Fire Station, use of the property for a private road, seismic observatory, and forest monitoring and assessment program.

PG&E's specific reserved rights are set forth in the grant deed and conservation easement, which can be found in Appendices 2 and 3, respectively.



## **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 Pit River and Tunnel Reservoir planning units that the Stewardship Council board approved in LCP Volume II, as well as a description of how the transaction, as summarized by this LCCP, supports each objective and preserves and/or enhances the BPVs.

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

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

The conservation easement (Appendix 3) will permanently protect habitat by preventing any use of the Property that will significantly impair the Conservation Values, and restricting development and the landowner’s uses to those that are consistent with the protection of the BPVs on the property. In addition, the land will be managed in accordance with a Demonstration State Forest Management Plan that will be developed subsequent to fee title transfer.

*Pit River and Tunnel Reservoir: 2. Objective: Preserve open space in order to protect natural and cultural resources and the recreation setting.*

The conservation easement will ensure that no further development will occur unless specifically authorized by the conservation easement and consistent with the Conservation Values.

*Pit River: 3. Objective: Enhance recreational facilities in order to provide appropriate recreation management and enhance the recreation experience.*

*Tunnel Reservoir: 3. Objective: Enhance recreational facilities in order to provide additional public access, educational opportunities and recreation management, and to enhance the recreation experience.*

---

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

The conservation easement recognizes that access to the Property is inherent or may be inherent in the enjoyment of the Conservation Values and the Informal Uses. Therefore, CAL FIRE will allow public access to the Property that is substantially consistent with the public access existing on the date the conservation easement is recorded, subject to reasonable rules and regulations. The Conservation Easement allows for the future development of trails.

*Pit River: 4. Objective: Develop and implement forestry practices in order to contribute to a sustainable forest, preserve and enhance habitat, as well as to ensure appropriate fuel load management.*

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

CAL FIRE proposes to conduct timber harvest activities on the Property in accordance with a Demonstration State Forest Management Plan that incorporates the following Forest Management Goals: maintain healthy and vigorous forest stands; protect important riparian resources; manage for sustainable stands of native tree species historically present on the landscape; improve resistance to drought and pests; address any infestation of insects or disease that threatens the viability of the forest; address any build-up of fuel to reduce risks of catastrophic fire; enhance climate benefits through carbon sequestration and storage; establish and maintain a full and balanced range of stand ages and characteristics, allowed to move across the landscape over time, including early-seral, mid-seral and late-seral forest conditions; provide adequate amounts of snags and cavity trees; provide adequate amounts of downed woody debris; manage for edge effects; and maintain and enhance vegetation types and structural elements across the landscape that support fish and wildlife habitats for native species historically present on the landscape.

*Pit River and Tunnel Reservoir: 5. Objective: Identify and manage cultural resources in order to ensure their protection.*

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. Recommendations for Conservation Easement and Fee Simple 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.

#### **Conservation Easement**

The Settlement Agreement states that “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 3.

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. The Shasta Land Trust (SLT) will hold the conservation easement over the lands to be donated to CAL FIRE in the Pit River and Tunnel Reservoir planning units that are the subject of this LCCP. The qualifications of SLT are described in Chapter 4.

Accordingly, immediately prior to PG&E's conveyance of the lands to be donated to CAL FIRE in the Pit River and Tunnel Reservoir planning units, a conservation easement on the Property will be conveyed to SLT and recorded.

#### **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 6 for a description of PG&E's Land Conservation Commitment.

The 6,982 acres proposed for donation to CAL FIRE in Parcels 13-18, 22-25, 28-34, 38, 41, 43-48, 50-56, 65, 67-68, 74, and 83-92 were identified as available for donation, subject to PG&E's reserved rights.

### **Donee Selection Process**

The Stewardship Council used a formal multi-step process to solicit and select organizations interested in receiving a donation of Watershed Lands or becoming a conservation easement holder at the Pit River and Tunnel Reservoir planning units. The 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. The LSPs were posted on the Stewardship Council's website. On May 31, 2011, the Stewardship Council received three land stewardship proposals from organizations interested in being considered for a donation of fee title to certain lands located within the Pit River and Tunnel Reservoir planning units, the US Bureau of Land Management, CAL FIRE, and the University of California- Center for Forestry. The Bureau of Land Management was not eligible to receive property due to the requirements of Section 12(b)(4) of the Stipulation pertaining to the Federal Power Act. Based on review of the LSPs, follow-up discussions with the interested organizations, and site visits the board recommended, collectively, CAL FIRE and University of California - Center for Forestry as the prospective recipients of fee title to approximately 10,116 acres of land in the Pit River and Tunnel Reservoir planning units. CAL FIRE was recommended for approximately 7,000 acres while UC was recommended for approximately 3,100 acres.
- 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.

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

Approximately 6,982 acres within 46 parcels (13-18, 22-25, 28-34, 38, 41, 43-48, 50-56, 65, 67-68, 74, and 83-92) will be donated to CAL FIRE pending CPUC approval of the Section 851 filing for the transaction. The legal description of the parcels is included in the Grant Deed, which is provided in Appendix 2. The qualifications and capacity of CAL FIRE to manage the Pit River and Tunnel Reservoir properties recommended for donation are described in Chapter 4.

The maps provided in Exhibit 1 shows all of the land within Parcels 13-18, 22-25, 28-34, 38, 41, 43-48, 50-56, 65, 67-68, 74, and 83-92 in the Pit River and Tunnel Reservoir planning units that will be donated. The maps also show key features in the planning units and surrounding area, and the ownership of adjacent land.

A portion of Parcel 74 in the Pit River planning unit will be donated to the University of California and is the subject of a separate LCCP.

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

565 acres in Parcels 13-18, 22-25, 28-34, 38, 41, 43-48, 50-56, 65, 67-68, 74, and 83-92 in the Pit River and Tunnel Reservoir planning units will be retained by PG&E and are the subject of separate LCCPs.

#### **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 selection process referenced below, the following organizations were endorsed by the Stewardship Council board on November 16, 2011 and January 22, 2015, respectively:

- The California Department of Forestry and Fire Protection (CAL FIRE) to hold fee simple title to 6,982 acres within Parcels 13-18, 22-25, 28-34, 38, 41, 43-48, 50-56, 65, 67-68, 74, and 83-92.
- The Shasta Land Trust (SLT) to hold a conservation easement over the 6,982 acres to be donated to CAL FIRE in Parcels 13-18, 22-25, 28-34, 38, 41, 43-48, 50-56, 65, 67-68, 74, and 83-92.

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

The Stewardship Council board finds that CAL FIRE and SLT will have the funding and other capacity to maintain the property interest so as to preserve and/or enhance the BPVs<sup>2</sup>.

###### **A. CAL FIRE:**

- CAL FIRE manages approximately 70,000 acres of Demonstration State Forests across California including the 9,033 acre La Tour Demonstration State Forest in eastern Shasta County. The eight Demonstration State Forests are managed and used to support research and demonstration projects on forest management, public recreation opportunities, fish and wildlife habitat, and watershed protection.
- At each of the Demonstration State Forests, CAL FIRE works in cooperation with a variety of entities to implement research, fuels management, and fire protection activities. In Shasta County, CAL FIRE maintains an active role in research and professional forestry.

###### **B. SLT:**

- Established in 1998, SLT's mission is to conserve the beauty, character, and diversity of significant lands in far northern California.
- SLT holds 23 conservation easements totaling over 25,000 acres.
- SLT is guided by a eight member board of directors with several standing committees and strong volunteer support. SLT's board includes an environmental chemist, current and retired educators, financial planner,

---

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

director of a local economic development organization, a forester, retired project manager from the Nature Conservancy, and retired planner.

- SLT is an accredited land trust.

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

The Stipulation requires 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.”

The following sections address the Stewardship Council’s plan for achieving tax neutrality for Shasta County, the county in which the Property is located. The final LCCP submitted for all PG&E Watershed Lands located in Shasta County will address tax neutrality for the totality of all fee title transfers within the county, as required under the Settlement and Stipulation.

### **Stewardship Council Board Policies and Guidelines**

The Stewardship Council board adopted a set of Guidelines Regarding Satisfaction of Tax Neutrality on March 30, 2011, after an opportunity for public comment. Under the guidelines, the Stewardship Council outlined the following overarching assumptions:

1. The Stewardship Council will address property tax neutrality based upon the most current property taxes paid by PG&E on the lands being transferred at the time of the actual transfer of fee title from PG&E to the selected donee.
2. The Stewardship Council’s achievement of property tax neutrality applies to all property taxes that would be distributed directly to County General Funds, School and Fire Districts, Regional Conservation and Water Districts, and any other special districts as defined by the applicable Tax Rate Area.
3. The Settlement and Stipulation direct the Stewardship Council to ensure that the effects of distributions be made tax neutral for the affected counties. Therefore, the Stewardship Council’s property tax neutrality commitment will not apply to any amount of property tax payments that are subject to apportionment by the State of California.

On June 27, 2012, the Stewardship Council board approved an amendment to the property tax neutrality methodology it had adopted on May 2, 2012, after an opportunity for public comment and specific outreach to all potentially affected counties. The methodology establishes a standard payment process when lands are transferred to organizations that are exempt from paying property taxes (see Appendix 5).

On August 14, 2014, the California Public Utilities Commission approved Resolution E-4644. The resolution states that the Commission endorses the Guidelines Regarding



Satisfaction of Tax Neutrality and the Property Tax Neutrality Methodology adopted by the Stewardship Council.

As of November 15, 2017, the Stewardship Council board approved further revisions to the property tax neutrality methodology. The revisions established that the County will receive a one-time lump sum payment allocated based upon the applicable Tax Rate Area at the time of the payment. Counties and special districts would then be free to determine the best use of the funds pursuant to the needs of the county or special district, including, if desired investment in a shared investment pool of the county's choosing.

### **Achieving Property Tax Neutrality**

6,982 acres in Parcels 13-18, 22-25, 28-34, 38, 41, 43-48, 50-56, 65, 67-68, 74, and 83-92 in the Pit River and Tunnel Reservoir planning units are being donated to CAL FIRE. Section 4654 of the California Public Resources Code states:

*“There shall be paid to each county in which lands acquired for state forest purposes are situated, out of funds hereafter made available for such purpose, an amount equivalent to taxes levied by the county on similar land similarly situated in the county in the same manner as provided in the Revenue and Taxation Code for secured property tax payments as long as the state continues to own the land. Such payments shall be based only upon the value of the forest lands used for purposes of continuous commercial forest production and not upon value of such forest land used for any other purposes, including any improvements on such lands. Determination of what constitutes similar land similarly situated shall be made by a committee consisting of the county assessor of the county in which the land is located, a representative of the State Board of Equalization and a representative of the department.”<sup>3</sup>*

Subsequent to the transfer of lands, the committee referenced in the paragraph above will determine the annual payments due from CAL FIRE in lieu of property taxes. If the new amount is less than PG&E's current tax payments, the Stewardship Council will pay the difference to Shasta County.

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

The Settlement and Stipulation require an analysis of the physical and economic impacts of each fee title transfer. The transaction agreements for the donation of 6,982 acres within the Pit River and Tunnel Reservoir planning units have not mandated any changes to the physical or economic uses of the lands. CAL FIRE intends to manage the lands in a manner consistent with the current physical and economic uses of the lands. No new activities are proposed that will result in physical impacts.

---

<sup>3</sup> California Public Resources Code Section 4654

## **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 Donated by PG&E**

PG&E has provided the Pit River Environmental Site Assessment Report dated April 29, 2011, and refresh dated December 2015, and the Tunnel Reservoir Environmental Site Assessment Report dated April 29, 2011, and refresh dated December 2015, to CAL FIRE and SLT, fulfilling the disclosure requirements of the Land Conservation Commitment.

### **Environmental Agreement**

Pending CPUC approval of the transaction, PG&E will execute Environmental Agreements with CAL FIRE and SLT, satisfying the requirements of Section 12(f) of the Stipulation.

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

Within Parcels 13-18, 22-25, 28-34, 38, 41, 43-48, 50-56, 65, 67-68, 74, and 83-92, approximately 565 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 donated acres 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 these planning units.

## **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>4</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.

---

<sup>4</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 4) 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.

In addition to preparing an assessment report, which will be submitted to the CPUC and PG&E, SNC will serve as a public repository for key transaction documents and other documents pertaining to the Land Conservation Commitment through June 2025.

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

### **Schedule for Transaction**

- CPUC review and approval (2022)
- Public Works Board review and approval (2022)
- Close of escrow (2022)
- Stewardship Council release of funds to SLT per conservation easement funding agreement (2022)

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

Future management of the donated property at the Pit River and Tunnel Reservoir planning units is anticipated to comply with all applicable County ordinances and/or General Plan policies.

## Appendix 1: Public Outreach Summary

### 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: Public Outreach Summary

- 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.

### **PIT RIVER AND TUNNEL RESERVOIR 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 Pit River and Tunnel Reservoir planning units 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.

Comments were submitted by Friends of the River and The Sierra Club for the Pit River planning unit during public review of Volumes I and II of the LCP. The comments asked for assurance that the easement protect public access to trails along rivers and tributary creeks on the property including access to a whitewater run access point, as well as requesting timber management minimize adverse effects to the rainbow trout fishery and other wildlife habitat. Comments were noted but did not result in any changes to Volumes I and II of the LCP. One comment was submitted for the Tunnel Reservoir planning unit from a member of the public asking that public access at the PSEA camp be improved and that the campgrounds themselves be improved throughout the planning unit to benefit habitat and the public alike.

#### **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 Pit River and Tunnel Reservoir planning units to a Public Information Meeting that was held in Palo Cedro in 2011. 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: Public Outreach Summary

### III. PUBLIC INFORMATION MEETING

A Public Information Meeting workshop for several planning units in the Pit-McCloud and Cow Battle Creek Watershed areas was hosted by the Stewardship Council on March 24, 2011, in Palo Cedro, California. The meeting concerned eight planning units: Battle Creek, Burney Gardens, Cow Creek, Iron Canyon Reservoir, Kilarc, Lake McCloud, Pit River, and Tunnel Reservoir. Attendees at the workshop included a total of 49 individuals representing a wide variety of interests including local and federal governments, community organizations, and community members. 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 Pit River and Tunnel Reservoir planning units.

The purpose of the workshop was to: (1) provide a review and update on the Stewardship Council's Land Conservation Program; and, (2) solicit additional public input on future stewardship of the eight planning units. Stations were set up with maps, other pertinent information, and easels with blank paper. One comment was received for the Pit River planning unit related to promoting fisheries management to preserve species for all the people of California as well as recreational opportunities. One comment was also received for the Tunnel Reservoir planning unit asking that the future landowner manage trespassing to protect adjacent private properties.

### 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, Calif. on 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

## Appendix 1: Public Outreach Summary

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 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 OF 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 recommendations at the Pit River and Tunnel Reservoir planning units were provided to the board for consideration at the relevant public board meetings.

## **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

## Appendix 1: Public Outreach Summary

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.

### **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 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 prospective donees are 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.

RECORDING REQUESTED BY AND RETURN TO:

STATE OF CALIFORNIA  
 Department of General Services  
 Real Property Services Division, Acquisition Unit  
 707 Third Street, 5<sup>th</sup> Floor, MS 505  
 West Sacramento, CA 95605

OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES  
 PURSUANT TO GOVERNMENT CODE SECTION 27383 AND  
 DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND  
 TAXATION CODE SECTION 11922

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD # 2436-01-10004

DEED

APN Nos. 021-120-004-000, 021-120-008-000, 021-200-002-000, 021-200-003-000, 021-200-004-000, 021-200-005-000, 021-200-021-000, 021-200-022-000, 021-200-032-000, 021-250-003-000, 021-250-007-000, 021-250-009-000, 021-270-010-000, 022-080-001-000, 022-080-002-000, 022-080-003-000, 022-080-012-000, 022-080-020-000, 022-110-001-000, 022-110-005-000, 022-130-015-000, 022-330-006-000, 022-330-011-000, 027-020-005-000, 027-020-014-000, 027-020-015-000, 027-060-001-000, 027-110-011-000, 027-180-012-000, 027-260-002-000, 027-260-003-000, 027-280-006-000, 022-090-002-000

## GRANT DEED AND RESERVATION OF RIGHTS

### I. CONVEYANCE OF FEE

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Grantor**"), does hereby grant to the STATE OF CALIFORNIA ("**STATE**"), all of its right, title, and interest in and to the real property situated in the unincorporated area of the County of Shasta, State of California ("**Property**"), described in Exhibit A attached hereto and by this reference incorporated herein, and shown on Exhibit A-1 attached hereto and by this reference incorporated herein.

### II. RECITALS

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

B. 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 ("**Stipulation**").

C. The Settlement Agreement and the Stipulation (collectively, "**Governing Documents**") require Grantor to ensure that approximately 140,000 acres of watershed lands, all

owned by Grantor (collectively, "**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 fee interests and/or conservation easements and to 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**."

D. Pursuant to the Governing Documents, the Pacific Forest and Watershed Lands Stewardship Council, a California non-profit public benefit corporation ("**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 ("**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.

E. Grantor has used and continues to use the Property for the purpose of generating and transmitting hydroelectric energy, managing and monitoring the flow of water over the existing waterways for consumptive and non-consumptive uses, conducting various biological and land use studies mandated by the Federal Energy Regulatory Commission ("**FERC**"), and for other purposes as described more fully in Section III below (collectively, "**Hydro Project Activities**"). Additionally, Grantor has used and continues to use the Property to erect, construct, reconstruct, replace, remove, operate, inspect, maintain and use facilities of the type hereinafter specified for the transformation, transmission and distribution of electric energy and for communication purposes (collectively "**Electric Activities**").

F. To facilitate the Hydro Project Activities and Electric Activities following the conveyance effected by this Grant Deed and Reservation of Rights (this "**Grant Deed**"), and the continued use, maintenance, repair and replacement of those existing and future facilities, structures and improvements now or hereafter located on, above, or under the Property, that are associated with the Hydro Project Activities and/or the Electric Activities, STATE, as grantor, and Grantor, as grantee, are executing and delivering that certain Utility Facility Access, Operation and Maintenance Easement of even date with this Grant Deed (the "**Utility Facility Access, Operation and Maintenance Easement**").

G. Consistent with the terms of the Governing Documents, Grantor and STATE acknowledge this conveyance, together with Utility Facility Access, Operation and Maintenance Easement and the Conservation Easement ("**Conservation Easement**") being entered into by STATE and Shasta Land Trust ("**SLT**") concurrently with this conveyance, is being made in the public interest with the intent to ensure the permanent protection of the beneficial public values on the Property as identified in the LCP while allowing the ongoing use of the Property by Grantor for hydroelectric operations, water delivery, and related activities, and acknowledging and honoring the existing third party uses.

### III. STATE ACCESS; RESERVATION OF RIGHTS; EASEMENT AGREEMENT

STATE shall have a non-exclusive right of surface access, ingress and egress to and from the Property over and across Adjacent Lands, by means of existing roads, lanes, and routes thereon, if such there be (collectively, the “**Existing Roads**”), otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor's Adjacent Lands, with the right to repair and maintain the Existing Roads and to construct, repair and maintain new roads, lanes, and routes (collectively, the “**New Roads**”) where no existing access exists (“**Access Rights**”). Access Rights to construct, repair or maintain New Roads or to repair or maintain Existing Roads may only be exercised after Grantor has obtained FERC approval for a specific project, repair or maintenance, subject to the plan submission requirements specified in section III.d, below. STATE's Access Rights shall only extend to portions of the Property that are only reasonably accessible by Adjacent Lands. “**Adjacent Lands**” means lands owned by Grantor that are contiguous to the Property, including lands excepted from the Property in Exhibit A.

STATE may allow SLT and any successor to SLT under the Conservation Easement to utilize the Access Rights but only for purposes of ingress and egress.

STATE acknowledges that the Adjacent Lands are a part of the FERC Project Nos. 233 & 2106 (“**Project**”), and when exercising the Access Rights on Project lands STATE agrees to abide by FERC regulations and approvals that Grantor is required to comply with on Project lands.

a. STATE's use of the Access Rights shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use.

b. STATE shall take all reasonable precautions to insure that the use of the Access Rights on Project lands will occur in a manner that will protect the scenic, recreational, and environmental values of the Project.

c. STATE shall not make use of the Access Rights in any way which would be incompatible with overall Project requirements or unduly restrict public access to Project waters.

d. Except in the case of emergencies, STATE must submit to Grantor plans as required by FERC at least six (6) months in advance of construction, repair, or maintenance work related to the exercise of the Access Rights to allow for PG&E review and submittal to FERC for any required approval. No proposed construction, repair, or maintenance work related to the Access Rights shall occur on Project lands until such approval is received from FERC. In the event of an emergency (wildfire, floods, earthquakes, etc.), STATE shall provide notice of such emergency work to Grantor within 24 hours of initiating emergency work, to allow Grantor to meet FERC notification requirements.

e. If the Project boundary is removed from the Adjacent Lands, then FERC approval will no longer be required, and the notification and approval process will change to the following:

Except in the case of emergencies, STATE must submit to Grantor, for review and approval, plans at least 90 days in advance of any proposed construction, repair, or maintenance

work related to the exercise of the Access Rights, which review and approval will not be unreasonably withheld or delayed. In the event of an emergency, STATE shall provide notice of such emergency work to Grantor within two (2) weeks of initiating such emergency work.

f. STATE shall be solely responsible for the repair of any damage caused by its exercise of the Access Rights, excluding fair wear and tear from normal usage (commercial use for logging shall not be considered normal usage). For so long as the roads, lanes, and routes, related to the Access Rights, shall exist in private ownership, Grantor and STATE and their respective successors and assigns, shall bear the expenses of the reasonable maintenance of the roads, lanes, and routes related to the Access Rights in proportion to their respective use. Reasonable maintenance shall include such work as is necessary to maintain said roads, lanes, and routes related to the Access Rights in their existing condition but shall not include the enlargement of or betterment of the Access Rights. STATE further agrees that any erosion or drainage problems caused by the exercise of the Access Rights by STATE shall be corrected by STATE without cost to Grantor and to the reasonable satisfaction of Grantor.

Notwithstanding the above, nothing herein shall impair or otherwise impede Grantor's right for continued use of the Adjacent Lands, including those Adjacent Lands containing the Access Rights, in all ways and for all purposes Grantor deems necessary to fulfill its obligations as licensee under FERC projects

Grantor expressly reserves 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 (including subsurface flow) which are now or hereafter located or flowing upon or abutting the Property.

Grantor and STATE acknowledge that the Utility Facility Access, Operation and Maintenance Easement shall be effective immediately upon the execution, delivery and effectiveness of this Grant Deed with the same force and effect as if the easement rights set forth in the Utility Facility Access, Operation and Maintenance Easement were expressly reserved by Grantor in this Grant Deed.

#### **IV. TERMS OF GRANT**

The conveyance by Grantor to STATE pursuant to this Grant Deed is subject to: (a) a lien securing payment of real estate taxes and assessments; (b) all matters that would be disclosed by a physical inspection or survey of the Property or that are actually known to STATE; and (c) all contracts, leases, licenses, covenants, conditions, easements, restrictions, liens, encumbrances and other exceptions of record or unrecorded.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the Property. All future conveyances of the fee interest in the Property shall be consistent with the terms of the Governing Documents. In accordance with Section 12b(4) of the Stipulation, STATE, and its successors and assigns shall not convey all or any portion of the fee interest in the Property to

any governmental entity, public agency, or Native American tribe without the prior written consent of the Grantor, which consent shall be in Grantor's sole discretion exercised in good faith.

## **V. MISCELLANEOUS**

If any provision of this Grant Deed shall be unenforceable or invalid, the same shall not affect the remaining provisions hereof and to this end the provisions hereof are intended to be and shall be severable.

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

The California Public Utilities Commission, in Decision No. \_\_\_\_\_, has approved transfer of the Property under State of California Public Utilities Code Section 851.

*[SIGNATURES FOLLOW ON NEXT PAGES]*



## Appendix 2: Grant Deed

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed dated as of \_\_\_\_\_, \_\_\_\_\_.

Grantor:

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

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

**CERTIFICATE OF ACCEPTANCE**

This is to certify that, pursuant to Sections 15853 and 27281 of the California Government Code, the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, \_\_\_\_\_ from PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, to the STATE OF CALIFORNIA is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to the approval action by said Board and duly adopted on \_\_\_\_\_. The STATE consents to the recordation thereof by its duly authorized officer.

**ACCEPTED:**

STATE OF CALIFORNIA  
State Public Works Board

**By:** \_\_\_\_\_  
Michael McGinness, Deputy Director

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

**ACKNOWLEDGED:**

STATE OF CALIFORNIA  
Director, Department of General Services

**By:** \_\_\_\_\_  
Michael P. Butler, Chief  
Real Property Services Section

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

## Appendix 2: Grant Deed

### **Exhibit A**

Legal Description of Property  
(Attached behind this Page)

## Appendix 2: Grant Deed

### **Exhibit A-1**

Property Maps  
(Attached behind this Page)

## RECORDING REQUESTED BY:

State of California—Official Business  
Department of General Services

Exempt from recording fees as per  
Gov't. Code Sec. 27388.1

## WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA  
Department of General Services  
Real Property Services Division,  
707 Third Street, 5<sup>th</sup> Floor, MS 505  
West Sacramento, CA 95605  
Attn: Acquisition Unit

## WITH A COPY TO:

Shasta Land Trust  
P.O. Box 992026  
Redding, CA 96099-2026  
Attn: Executive Director

---

**CONSERVATION EASEMENT**

THIS CONSERVATION EASEMENT (“**Conservation Easement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“**Effective Date**”), by and between the STATE OF CALIFORNIA (“**STATE**”), acting by and through the DEPARTMENT OF GENERAL SERVICES (“**DGS**”), on behalf of the DEPARTMENT OF FORESTRY AND FIRE PROTECTION (“**CAL FIRE**”), and the SHASTA LAND TRUST, a California nonprofit public benefit corporation (“**Grantee**”), with reference to the following facts:

**RECITALS**

A. STATE is the owner of approximately 6,982 acres of real property located in the County of Shasta (“**County**”), State of California, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements and appurtenances thereto (“**Property**”). A map of the Property identifying the improvements existing on the Property as of the date of this Conservation Easement and various other natural features of the Property is attached hereto as **Exhibit B** and incorporated herein by reference (“**Property Maps**”).

### Appendix 3: Conservation Easement

B. Pacific Gas and Electric Company, a California corporation (“**PG&E**”), transferred fee title to the Property to the STATE by Grant Deed, recorded in the Official Records of the County before recordation of this Conservation Easement (the “**Grant Deed**”), the form of which is attached hereto as **Exhibit C** and incorporated herein by reference. PG&E transferred fee title to the Property to the STATE in connection with PG&E’s implementation of the “Land Conservation Commitment” (defined below) provided for in the following documents and described more fully below:

- a. That certain Settlement Agreement (“**Settlement Agreement**”) as modified and approved by the Public Utilities Commission of the State of California (“**Commission**”) in its Opinion and Order of December 18, 2003 (Decision 03-12-035); and
- b. That certain Stipulation Resolving Issues Regarding the Land Conservation Commitment dated September 25, 2003 (“**Stipulation**”). The Stipulation provides, among other things, that conservation easements will preserve or enhance reasonable public access.

C. The Settlement Agreement and the Stipulation (collectively, “**Governing Documents**”) require PG&E to ensure that approximately 140,000 acres of watershed lands, all located in California and owned by PG&E as of the date the Governing Documents were entered into (collectively, “**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 (collectively, “**Beneficial Public Values**” or “**BPVs**”). The Property is included in these Watershed Lands.

D. Pursuant to the Governing Documents, the Pacific Forest and Watershed Lands Stewardship Council, a California nonprofit public benefit corporation (“**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 (“**Land Conservation Plan**” or “**LCP**”). The LCP includes, among other things, recommended objectives to preserve and/or enhance the Beneficial Public Values identified on each parcel of Watershed Lands, including the Property.

E. The Beneficial Public Values present at the Property are referred to herein as “**Conservation Values**” as more specifically provided below. The “**Land Conservation Commitment**” constitutes the obligations of PG&E to convey fee title and conservation easements to Watershed Lands, and to protect the Beneficial Public Values of the Watershed Lands, as well as certain other obligations related thereto, as set forth in detail in the Governing Documents.

F. The Property possesses forested, recreational, historical, scenic and open space characteristics, valuable to the people of the County, the State of California, and the public in general.

### Appendix 3: Conservation Easement

G. The Governing Documents also include a requirement that conservation easements encumbering Watershed Lands honor existing agreements for economic uses, including consumptive water deliveries.

H. The Stewardship Council has defined the “sustainable forestry” BPV as “the practice of managing dynamic forest ecosystems to provide ecological, economic, social and cultural benefits for present and future generations.”

I. The Property includes the following specific Conservation Values:

- a. Fish, Plant and Wildlife Habitat. A diverse range of plant, animal, fungal, and micro biotic communities exist in the ecosystems that make up the Property. Habitat for these communities includes a wide range of forest structures and the various ecological and anthropogenic processes that influence forest dynamics.
- b. Forest Resources. The Property is heavily forested. Black oak forest is common on the west side of the Pit River with Sierra mixed conifer forest common on the east side. Some of the Property contains mixed conifer forest that is dominated by ponderosa pine and Douglas-fir and, to a lesser degree, incense cedar. The Property has highly productive soils for timber.
- c. Open Space. The Property provides open space and viewshed values. Due to lack of development, steepness of the Pit River Canyon, limited recreation, and primary use of the Property for timber production, open space values can be found throughout the Property.
- d. Historic Resources. The Property is located within the ancestral territory of the Pit River Tribe. Ethnobotanical resources have been identified, such as redbud, which is of special importance to Native Americans use. The character of the Property includes lands historically utilized by Native Americans.
- e. Outdoor Recreation. The Property provides opportunities for outdoor recreation, such as hiking, berry picking, sightseeing, and birdwatching.

J. All rights of STATE and Grantee hereunder are subject to (i) PG&E’s reservation of certain rights in and to the Property, as set forth in the Grant Deed (“**PG&E Reserved Rights**”), (ii) that certain Utility Facility Access, Operation and Maintenance Easement (“**Utility Facility Access, Operation and Maintenance Easement**”) in favor of PG&E with respect to the Property, recorded in the Official Records of the County before recordation of this Conservation Easement, the form of which is attached hereto as **Exhibit D** and incorporated herein by reference (“**PG&E Easement Reserved Rights**”), and (iii) the third-party rights to use the Property in effect as of the Effective Date, as included on **Exhibit E** attached hereto and incorporated herein by reference (“**Express Third Party Uses**”).

K. The Legislature of the State of California, as set forth in California Civil Code section 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 predominantly in its natural, scenic, agricultural, historical, forested, or open-space condition. Grantee is a tax-exempt nonprofit organization

### Appendix 3: Conservation Easement

qualified under section 501(c)(3) of the Internal Revenue Code and is eligible to acquire and hold a perpetual conservation easement pursuant to section 815.3(a) of the California Civil Code. In furtherance of the Land Conservation Commitment and the above-described public policy purposes, STATE desires to grant to Grantee, and Grantee desires to accept from STATE, a conservation easement over and upon the Property.

L. STATE and Grantee each desires through this Conservation Easement to ensure the permanent protection of the Conservation Values on the Property. Specifically, the parties desire to assure that the Conservation Values on the Property will be protected in perpetuity as provided herein, and that uses of the Property that significantly impair the Conservation Values will be prevented or corrected.

#### **COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS**

NOW THEREFORE, in consideration of the above recitals, all of which are expressly incorporated into this Conservation Easement, the mutual promises and covenants contained in this Conservation Easement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, STATE hereby voluntarily grants and conveys to Grantee, and to Grantee's successors and assigns, and Grantee hereby accepts from STATE, a perpetual conservation easement as defined by Section 815.1 of the Conservation Easement Act of 1979 (California Civil Code section 815 et seq.), of the nature and character described in this Conservation Easement, in, on, over and across the Property on the following terms and conditions as hereinafter set forth.

**1. Conservation Purpose.** The purpose of this Conservation Easement is as follows (“**Conservation Purpose**”): to protect the Conservation Values in perpetuity by preventing any use of the Property that will significantly impair the Conservation Values. Subject to the following terms and conditions, STATE and Grantee intend that this Conservation Easement will confine the uses of the Property to such activities that do not significantly impair the Conservation Values. As used in this Conservation Easement, the terms “significantly impair” and “significant impairment” mean a material adverse change in Conservation Values. Any consideration as to whether an actual or potential impact of a particular activity or use has or may significantly impair Conservation Values shall take into account the actual and potential impacts of the activity or use in question as well as the cumulative impacts of other uses and activities on the Property excepting therefrom the cumulative impacts of STATE's Reserved Rights (as defined below), PG&E Reserved Rights, PG&E Easement Reserved Rights, and the Express Third Party Uses. In every evaluation of whether significant impairment of Conservation Values has occurred or is threatened, Grantee shall evaluate the magnitude (including, without limitation, consideration of the rarity and fragility of the natural resource affected and the area of land, wildlife habitat or vegetation community involved both locally and in relation to total acreage of that type of land, wildlife habitat or vegetation community in the Property) and the duration of the actual or potential change(s).

STATE and Grantee acknowledge that the Governing Documents reflect the intention of the parties thereto to honor Express Third-Party Uses and to continue to permit beneficial uses of the Property that preserve and/or enhance the Conservation Values. It is intended that this Conservation Easement shall allow uses on the Property that are consistent with the protection and



## Appendix 3: Conservation Easement

preservation of each of the Conservation Values in harmony with each other. While permitted actions required or taken to protect and preserve one or more individual Conservation Values may impair, on an individual and stand-alone basis, one or more of the other Conservation Values, STATE and Grantee understand that achieving the Conservation Purpose requires the preservation and protection, on balance, of all of the Conservation Values actually existing on the Property, to the extent possible. It is recognized that in protecting and/or enhancing one or more of the Conservation Values, another Conservation Value may be impaired, but this is not meant to be a permanent occurrence, nor a reason to re-prioritize one Conservation Value over another. All attempts should be made to balance on a collective basis, the Conservation Values on the whole Property whenever possible. This Conservation Easement prohibits use of the Property for any purpose that would significantly impair the Conservation Values on a collective, not individual basis, taking into account the relative condition and quality of each of the Conservation Values existing on the Property as of the Effective Date.

**2. PG&E Reserved Rights.** All rights and obligations of STATE and Grantee under this Conservation Easement are subject to the PG&E Reserved Rights. In the event of a conflict between the PG&E Reserved Rights and the Conservation Purpose, this Conservation Easement shall be construed to unconditionally permit the exercise of the PG&E Reserved Rights.

**3. Utility Facility Access, Operation and Maintenance Easement.** All rights and obligations of STATE and Grantee under this Conservation Easement are subject to the PG&E Easement Reserved Rights. In the event of a conflict between the PG&E Easement Reserved Rights and the Conservation Purpose, this Conservation Easement shall be construed to unconditionally permit the exercise of the PG&E Easement Reserved Rights.

**4. Baseline Documentation Report.** The parties hereto acknowledge that a baseline documentation report (“**Report**”) has been prepared, a copy of which is on file with STATE and Grantee at their respective addresses for notices set forth below. The Report contains representations of the physical condition of the Property existing as of the Effective Date. The Report is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Conservation Easement. Notwithstanding the foregoing, if a controversy arises with respect to the nature and extent of the physical or biological condition of the Property or the historical uses of the Property or the permitted uses of the Property under this Conservation Easement, 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 controversy.

**5. Rights Conveyed To Grantee.** In order to accomplish the Conservation Purpose, STATE transfers and conveys to Grantee the following rights and interests:

(a) **Preserve and Protect.** Subject to the exceptions listed in **Section 7(a)** below and elsewhere in this Conservation Easement, Grantee has the right to identify, preserve and protect in perpetuity the Conservation Values of the Property.

(b) **Entry and Access Rights.** Grantee and Grantee’s directors, officers, employees, contractors, subcontractors, consultants, representatives, and agents, including entities authorized by Grantee to conduct monitoring activities on Grantee’s behalf (“**Grantee’s**

### Appendix 3: Conservation Easement

**Representatives**”) are hereby granted rights of access to enter upon the Property, and may enter upon the Property after giving notice to STATE, as required below, in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, to study and make scientific observations of the Conservation Values, to determine whether STATE’s activities are in compliance with the terms of this Conservation Easement and to take all actions deemed necessary by Grantee to identify, preserve, protect, and monitor in perpetuity the Conservation Values, all in compliance with the provisions of **Section 12**. Except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Conservation Easement, Grantee shall give STATE fourteen (14) days prior written notice of such entry. Grantee’s Representatives may enter the Property immediately, where such entry is necessary to prevent, terminate, or mitigate damage to, or the destruction of any of the Conservation Values, or to prevent, terminate or mitigate a violation of the terms of this Conservation Easement. STATE’s representatives shall have the right to accompany Grantee’s Representatives during monitoring visits or on any other visit permitted by this **Section 5(b)**. All access and entry allowed under this **Section 5(b)** shall be made in a manner that will not unreasonably interfere with the permitted use(s) or enjoyment of the Property by STATE, its successors in interest, and any legally-recognized user(s) of the Property, including without limitation, PG&E with regards to the exercise of any PG&E Reserved Rights or PG&E Easement Reserved Rights, and third-parties with regards to the exercise of any Express Third Party Uses.

(c) **Enforcement.** Subject to and in accordance with the provisions of **Section 12**, Grantee, has the right to enforce the terms of this Conservation Easement, to enjoin any activity on the Property or other use of the Property which is in violation of the terms of this Conservation Easement, and to enforce the restoration of such areas or features of the Property as may hereafter be damaged as a result of activity or use that is determined to be in violation of the Conservation Easement. Any requirement of STATE to expend monies to act and/or restore the Property under this Conservation Easement shall be subject to **Section 12(d)** of this Conservation Easement.

**6. Demonstration State Forest Management Plan.** As long as the Property is owned in fee by STATE or another party that is qualified to own and manage a Demonstration State Forest, the STATE and/or other qualified party may conduct timber harvest activities on the Property as a “Demonstration State Forest” in accordance with a Demonstration State Forest Management Plan that incorporates the Forest Management Goals (as defined in **Section 9(a)** below) and has been approved by the State Board of Forestry and Fire Protection (or successor agency or department of the State of California having jurisdiction over timber harvest activities in the State of California) (“**State Board of Forestry**”) that satisfies the following requirements (“**Demonstration State Forest Management Plan**”): (1) permits activities that do not significantly impair the Conservation Values of the Property; (2) complies with legislative mandates and State Board of Forestry policy for Demonstration State Forests and meets the requirements of the California Forest Practice Act and Rules; (3) has been approved by the State Board of Forestry in an open public process that provides an opportunity for public input and is subject to the State Board of Forestry’s periodic review as defined in policy adopted by the State Board of Forestry for Demonstration State Forests; (4) shall be publicly available; and (5) shall be subject to Grantee’s review and comment in conjunction with the State Board of Forestry’s initial and subsequent periodic review.

(a) **Timber Harvest.** Any Demonstration State Forest Management Plan

### Appendix 3: Conservation Easement

shall describe the timber harvest and related activities that STATE intends to undertake on the Property, including without limitation, a comprehensive summary of STATE's forest management objectives, forest stand descriptions and locations including site classes, stand volumes, growth rates, relevant inventory information and maps, locations of soils, estimates of slope and erosion potential, locations of known wildlife habitats, especially species listed as threatened or endangered at the federal or state level, known rare plants, wetlands, description of management history, silvicultural and harvest methods, projections of harvest yields, reforestation and management activities (collectively, the **"Management Plan Components"**).

(b) **Research.** Grantee understands that research and demonstration into sustainable forestry practices, best management practices, potential new forest practice rules, and other forestry-related research is an important component of STATE's management of the Property as a Demonstration State Forest. The Demonstration State Forest Management Plan will describe the range of research and demonstration forest activities and projects that may be conducted on the Property.

(c) **Alternative Forest Management Plan.** If the Property is not owned in fee by the State of California or another party that is qualified to own and manage a Demonstration State Forest, such successor Property owner and/or the STATE may continue to conduct sustainable timber harvest activities on the Property in accordance with a management plan that satisfies the following requirements (**"Forest Management Plan"**): (1) incorporates the Forest Management Goals; (2) describes all of the Management Plan Components; (3) permits only activities that do not significantly impair the Conservation Values of the Property; (4) complies with legislative mandates and State Board of Forestry policy and meets the requirements of the California Forest Practice Act and Rules and all other Applicable Laws (as defined in Section 10 below); and (5) has been approved in advance by Grantee. Any modifications or amendments to an approved Forest Management Plan shall be subject to Grantee's prior written consent.

#### **7. Prohibited Uses, Change in Use, Unauthorized Use, Acts of God, Emergencies, Acts of Unrelated Third Parties.**

(a) **Prohibited Uses.** Any activity on or use of the Property that significantly impairs Conservation Values is prohibited. Without limiting the generality of the foregoing, STATE will not actively engage in, or knowingly permit others to actively engage in, the following prohibited uses (collectively, **"Prohibited Uses"**) which could significantly impair Conservation Values and are in violation of the terms of this Conservation Easement and therefore prohibited on the Property, in each case (1) except as required or permitted pursuant to the PG&E Reserved Rights or the PG&E Easement Reserved Rights (as described in **Sections 2 and 3** above); (2) except as permitted under, and performed in accordance with, Express Third Party Uses; (3) except as required or permitted as part of a Demonstration State Forest Management Plan (as defined in **Section 6** above); (4) except as expressly permitted under **Sections 7 and 9** below and elsewhere in this Conservation Easement; and (5) except as required to be undertaken under any Applicable Law (as defined below):

(i) Construction and Development. STATE reserves the right to develop no more than a total of ten (10) acres of the Property within one or more building

### Appendix 3: Conservation Easement

envelopes (“**Building Envelopes**”), the locations of which are to be determined in the future. Development shall be limited to any one of the authorized uses of the state forests, which are recreation, research or forest management<sup>1</sup>, and associated parking, constructed in a neutral style in keeping with the surrounding environment so that it unobtrusively blends into the environment. Examples of such development include, but are not limited to, a fire station, forest headquarters, and/or research/education facilities. Before constructing any improvement(s) within the Building Envelopes, (i) STATE and Grantee shall designate the exact location of the Building Envelopes by survey or other reasonably precise method at STATE’s cost, and (ii) STATE shall record in the Official Records of the County a map and addendum to this Conservation Easement which identifies the designated location of the Building Envelopes. Prior to construction, Building Envelopes may be relocated if unforeseen circumstances prevent and/or unreasonably limit construction within previously selected Building Envelopes. Under no circumstances shall the aggregate acreage of the selected Building Envelopes exceed ten (10) acres in total size.

In addition to the Building Envelope(s) reserved above, STATE reserves the right to maintain, repair, alter, improve, remove, replace and reasonably enlarge structures and improvements within the existing developed area consisting of approximately 2.5 acres identified as the Development Envelope (“**Development Envelope**”). The Development Envelope is legally described in **Exhibit F** and shown on the Map attached as **Exhibit G**. The Development Envelope is located along the east side of Big Bend Road in Parcel 74 as identified in the Report in an area where existing development is located as detailed in the Report and potential future development is anticipated and allowed as limited herein. The objective of the Development Envelope contingency within this Easement is to allow the existing development in that location to be maintained, repaired, enhanced and used in a manner consistent with the existing and historical use, as well as such additional development and uses that are not inconsistent with the Conservation Purposes. Accordingly, STATE reserves to itself and its successors and assigns the right to construct, maintain, alter, improve, remove, and replace structures and infrastructure in the Development Envelope, for residential use, agricultural use including grazing, and for all the uses permitted for the Building Envelopes. Within the Development Envelope construction and maintenance activities reasonably necessary to enjoy said reserved rights are permitted, including without limitation, paving of the driveway, site preparation, grading, leveling, landscaping, irrigation, tree and vegetation trimming and removal, mowing, fuel load reduction, placement of storage sheds and other appurtenant structures, and similar activities.

In accordance with **Sections 9(g), 9(j), and 9(k)**, development, installation, protection, and use of utilities and underground water resources on the Property to serve the permitted structures, may extend outside of the Building Envelopes. Such development may include, without limitation, access roads, wells, pump houses, underground pipelines, electricity facilities, and any additional infrastructure required, not including parking. Any existing structures (detailed in Report) and utilities may be maintained and repaired/replaced as necessary.

---

<sup>1</sup> California Public Resources Code, Section 4631.5, 4651.

### Appendix 3: Conservation Easement

(ii) Use or Transfer of Development Rights. All development rights that are now or hereafter allocated to, implied, reserved, or inherent in or to the Property are terminated and extinguished and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property (whether adjacent or otherwise).

(iii) Subdivision. The Property is already comprised of several legal parcels owned by the STATE. There shall be no legal or *de facto* sale or gift of less than all of the parcels within the Property, nor any further division, subdivision or partitioning of the Property. The Property may not be sold, conveyed or otherwise transferred in separate parcels or lots, and STATE shall continue to maintain the parcels comprising the Property, and all interests therein, under common ownership, as though a single legal parcel.

(iv) Motorized Vehicles. Off-road use of motorized vehicles is allowed in conjunction with STATE's forest management activities in **Sections 9(a) and 9(e)** or as otherwise authorized in this Conservation Easement. This provision is not intended to otherwise limit the use of motorized vehicles on roads or driveways permitted under this Conservation Easement or in conjunction with construction and maintenance of permitted buildings, structures, roads, trails and other improvements.

(v) Dumping or Salvage. 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 stored on the Property on a temporary basis prior to its removal from the Property in areas where the Conservation 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 Conservation Values of the Property. There shall be no dumping, storage or other disposal on the Property of ashes, sludge, Hazardous Substances (as defined below), or other unsightly or dangerous materials. This restriction does not apply to ashes from wildfire or other fire conducted for resource management or research purposes. There shall be no storage or disassembly on the Property of inoperable automobiles, trucks, or other vehicles or equipment for purposes of sale, or rental of space for that purpose. Pursuant to **Section 7(c)** below, STATE shall make a reasonable effort to prevent unauthorized dumping by the public.

(vi) Vegetation. There shall be no removal, cutting or destruction on the Property of native vegetation. STATE reserves the right to (a) prune, cut down or remove dead or diseased trees, shrubs and other vegetation and to prune, as reasonably necessary and appropriate to control or prevent hazardous conditions or fire and to keep fire roads and trails clear and (b) exercise any of the exceptions listed in **Section 7(a)**. Except as authorized under the provisions of **Section 9(f)**, there shall be no deliberate introduction by STATE on the Property of any invasive plant outside of the Building Envelopes. Invasive vegetation may be removed, cut, or destroyed at STATE's discretion. Lists of native, non-native and invasive plants can be found on the California Natural Diversity Database (CNDDB) website or in the Jepson Manual.

### Appendix 3: Conservation Easement

(vii) Roads. Except with prior written consent of Grantee or pursuant to one of the exceptions listed in **Section 7(a)** or as otherwise expressly authorized herein, there shall be no oiling of existing roads or creation of new roads. Dust abatement treatments shall be acceptable.

(viii) Fences and Walls. Except with prior written consent of Grantee and pursuant to one of the exceptions listed in **Section 7(a) or 9(h)** or as reasonably necessary in connection with permitted research or for public safety purposes or as otherwise expressly authorized herein, there shall be no construction of any new, permanent fences or walls outside of the Building Envelopes. STATE may repair or replace existing and/or otherwise permitted fences or walls on the Property.

(ix) Alteration of Land or Excavation. Except with prior written consent of Grantee and pursuant to one of the exceptions listed in **Section 7(a)** or for permitted research purposes upon Grantee's prior written consent or as otherwise expressly authorized herein, there shall be no filling, excavating, grading, draining or dredging on the Property, nor any change in the general topography of the Property, outside of the Building Envelopes.

(x) Mining and Drilling. There shall be no mining, dredging, drilling, removing, 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; provided, however, in no event shall the foregoing restriction be deemed to prohibit testing, drilling or operating groundwater wells on the Property as reasonably necessary in connection with STATE's exercise of any permitted rights. Recreational gold panning that does not significantly impair the Conservation Values is allowed, and utilizing rock pits for use on roads located within the Property are allowed, as long as such activity does not significantly impair the Conservation Values.

(xi) Historical and Cultural Resource Identification. There shall be no activities, actions or uses that disturb or impair any identified historical or cultural resources on the Property in violation of state or federal law.

(xii) Water Resources. There shall be no development of any waters on the Property for fish farming or any other commercial or industrial purpose. Except with prior written consent of Grantee and pursuant to one of the exceptions listed in **Section 7(a)** or as otherwise expressly authorized herein, there shall be no manipulation or alteration of natural water courses, wetland, stream bank, shorelines or bodies of water or activities or uses that significantly impair water quality. Groundwater wells may be installed for local use on the Property as reasonably necessary to support the permitted uses of the Property under **Section 9** below.

(xiii) Water Rights. There shall be no severance, conveyance, impairment or encumbrance of water or water rights appurtenant to the Property, separately from the underlying fee title to the Property, or other action which diminishes or extinguishes such water rights, and this Conservation Easement shall not sever or impair any riparian water rights appurtenant to the Property.

### Appendix 3: Conservation Easement

(xiv) Water Quality Degradation. There shall be no uses permitted under this Conservation Easement whereby runoff from such uses results in a violation of applicable federal, state, and local water quality laws.

(b) **Changes in Use.** STATE understands that the Prohibited Uses may be more economically valuable than permitted uses under this Conservation Easement and that neighboring properties may in the future be put entirely to such Prohibited Uses. It is the intent of both STATE and Grantee that any such changes shall not be deemed to be circumstances justifying the termination, extinguishment or modification of this Conservation Easement. In addition, the inability of STATE, or STATE's successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of the Conservation Easement or be considered grounds for the termination, extinguishment or modification of same.

(c) **Unauthorized Third Party Uses and STATE's Obligations.** If Grantee discovers any unauthorized third-party use or activity on the Property that violates the terms of this Conservation Easement, and Grantee gives STATE written notice thereof, STATE shall use reasonable efforts to stop or prevent any such unauthorized use of the Property, subject to the provisions of **Section 12(d)** below.

(d) **Acts of God; Emergencies; Acts of Unrelated Third Parties; Pre-Existing Conditions.** Nothing in this Conservation Easement shall require STATE to take any action to restore the condition of the Property (i) after any Act of God, which includes, without limitation, fire, climatic change, flood, storm, earth movement, or natural evolutionary changes in the condition of the Property from that described in the Report; (ii) after any action taken by STATE under emergency conditions to prevent, abate, or mitigate unreasonable impairment to the Conservation Values, or to any person resulting from such causes; (iii) after any acts of unrelated third parties, so long as STATE has satisfied its obligations under **Section 7(c)**, above, and **Section 8(d)**, below; or (iv) if such condition existed prior to the Effective Date of this Conservation Easement.

## **8. Public Access:**

(a) **Informal Uses and Public Access.** STATE 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**"). STATE and Grantee further recognize that access to the Property is inherent or may be inherent in the enjoyment of the Conservation 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, STATE shall allow public access to the Property that is substantially consistent with the public access existing on the Effective Date of the Conservation Easement. STATE reserves the right to make reasonable rules and regulations to control, limit, or, as necessary, exclude Informal Uses and public access, including without limitation, (i) by posting and other means; and (ii) by restricting access to areas of the Property under active cultivation, grazing, study, temporarily to prevent vandalism and dumping, seasonally to prevent erosion/sedimentation concerns, or for safety purposes during timber

### Appendix 3: Conservation Easement

harvesting or other permitted management activities that may pose a hazard. STATE shall make reasonable efforts to prevent Informal Uses that significantly impair the Conservation Values.

(b) **New or Increased Public Access.** If STATE desires to allow new public access or Informal Uses or expansion of public access or Informal Uses on the Property, Grantee's advance written consent is required, which consent shall not be unreasonably withheld, provided such new or expanded use does not significantly impair the Conservation Values.

(c) **Limitations and Conditions.** Sections 8(a) and 8(b) above are subject to the following:

(i) **Liability Limitation.** STATE and Grantee claim all of the rights and immunities against liability for injury to the public to the fullest extent allowable by law, including without limitation, under the California Tort Claims Act, California Government Code section 810 et seq., as amended and any successor provisions thereof.

(ii) **Periodic Review of Informal Uses.** As part of Grantee's annual compliance monitoring, (i) STATE and Grantee shall consult on the known Informal Uses and public access on the Property conducted under **Sections 8(a) and 8(b)** above during the preceding monitoring period for the purpose of Grantee's assessment of STATE's compliance with the requirements set forth in those sections; and (ii) with respect to Informal Uses allowed by the STATE on the Property in accordance with **Section 8(a)** above, STATE and Grantee will consult, and include recommendations, if any, regarding the necessity of controlling, limiting, or excluding Informal Uses to ensure the protection of the Conservation Values from significant impairment.

(d) **Unauthorized Public Access.** If STATE or Grantee discovers any unauthorized public access use or activity that violates the terms of this Conservation Easement, STATE shall use reasonable efforts, in consultation with Grantee, to stop or prevent any such unauthorized use of the Property, subject to the provisions of **Section 12(d)** below. The Parties acknowledge and agree that any form of legal action by STATE shall be subject to authorization by the California Attorney General.

**9. STATE's Reserved Rights:** Notwithstanding anything to the contrary in this Conservation Easement, STATE expressly reserves all rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited by this Conservation Easement and are not in conflict with the Conservation Purpose ("**STATE's Reserved Rights**"). Pursuant to California Civil Code section 815.4, all interests in the Property not expressly transferred and conveyed to Grantee by this Conservation Easement or reserved to PG&E as the PG&E Reserved Rights or the PG&E Easement Reserved Rights (as described in **Sections 2 and 3 above**), shall remain with STATE. In exercising STATE's Reserved Rights, STATE will (i) use reasonable efforts to consult with Grantee, and (ii) use reasonable efforts to employ methods and practices that will not significantly impair the Conservation Values.



### Appendix 3: Conservation Easement

The following uses and practices, though not necessarily an exhaustive recital of consistent uses and practices, are expressly permitted under this Conservation Easement:

(a) **Forest Management.** STATE reserves the right to conduct forestry activities on the Property, in accordance with the following **Forest Management Goals** and **Section 6** above:

It is the intent of STATE and Grantee that any timber harvesting activities conducted on the Property in accordance with this Conservation Easement maintain healthy and vigorous forest stands, protect important riparian resources, manage for sustainable stands of native tree species historically present on the landscape, encourage regeneration of oak trees where applicable, improve resistance to drought and pests, address any infestation of insects or disease which threatens the viability of the forest, address any build-up of fuel to reduce risks of catastrophic fire, enhance climate benefits through carbon sequestration and storage, establish and maintain a full and balanced range of stand ages and characteristics, allowed to move across the landscape over time, including early-seral, mid-seral and late-seral forest conditions, provide adequate amounts of snags and cavity trees, provide adequate amounts of downed woody debris, manage for edge effects, and maintain and enhance vegetation types and structural elements across the landscape that support fish and wildlife habitats (collectively, the “**Forest Management Goals**”). The Forest Management Goals shall be accomplished by complying with the Forest Practice Act and Rules and the provisions set forth in this section.

(b) **Development.** Subject to **Section 7(a)**, any and all development on the Property shall be restricted to the Building Envelopes, and shall meet all Applicable Laws for buildings in Timber Production Zones. Additionally, development shall be constructed in a manner and with a design complementary to the surrounding environment.

(c) **Recreational Use.** Recreational use by STATE and the general public is permitted in accordance with **Section 8**.

(d) **Roads.** STATE reserves the right, but shall have no obligation, to maintain the existing network of roads on the Property shown on Figure 5 of the Report described in **Section 4** above. Placing rock on the road network is permitted, however oiling of roads not traditionally treated in this manner, is not allowed. New roads are permitted to the extent incorporated in the Demonstration State Forest Management Plan or a Forest Management Plan, provided such roads do not significantly impair Conservation Values. Subject to **Section 7(a)**, new roads or the resurfacing of existing roads are permitted within the Building Envelopes. In addition, STATE may, after providing written notice to Grantee, improve roads outside the Building Envelopes in conjunction with permitted maintenance, repair, replacement and construction of improvements under this Conservation Easement. STATE will take reasonable actions to ensure abandoned roads that were originally constructed by STATE blend with the surrounding landscape subject to the provisions of **Section 12(d)** below.

(e) **Motorized Vehicles.** STATE reserves the right to use motorized vehicles on the Property, including off-road vehicles (such as motorcycles and all-terrain vehicles) for non-recreational purposes, specifically for ingress and egress purposes, for practices permitted

### Appendix 3: Conservation Easement

under this Conservation Easement, and for patrolling purposes, provided that such uses do not significantly impair the Conservation Values.

(f) **Non-Native Plants.** STATE reserves the right to remove and control non-native plants and noxious weeds (such as thistle), provided that the measures taken to remove and control the non-native plants and noxious weeds, including controlled burning, comply with Applicable Laws and regulations and do not significantly impair the Conservation Values of the Property. STATE reserves the right under a Demonstration State Forest Management Plan to introduce non-native species and species from different areas and seed zones for the purposes of research, adaptive management, ecosystem restoration and other objectives.

(g) **Water and Irrigation.** STATE reserves the right to conduct the following:

- (i) develop groundwater wells where necessary. Such wells and their associated infrastructure must be in accordance with **Section 9(j)-Utilities**;
- (ii) subject to Grantee's prior written consent, develop wildlife enhancement ponds and/or guzzlers in a manner that does not significantly impair the Conservation Values; and
- (iii) develop water drafting sites that minimize impacts to water quality, riparian species, and the Conservation Values. Water drafting sites may be used for water collection for dust abatement, fire suppression purposes or other activities associated with the Property, and must be sited, constructed and maintained in order to not significantly impair the Conservation Values of the Property.

(h) **Fences.** Any new fencing shall be sited and designed not to significantly impair the Conservation Values of the Property, must allow for the free movement of wildlife to the extent practicable and compatible with any livestock exclusion fences in **Section 9(n)**, and shall be constructed according to standards established by the current best management practices recommended by the California Department of Fish and Wildlife. Fences to protect research, monitoring and other sensitive installations may be designed to exclude wildlife.

(i) **Waste and Hazardous Substances.** The dumping, release, burning, permanent storage or disposal of waste, refuse, debris, motorized vehicles or hazardous materials is prohibited; provided, however, that vehicles, building materials, machinery or supplies, including, without limitation, petroleum products and pesticides, required for permitted and legal uses may be temporarily stored on roads, landings, and other clearings outside of riparian zones in compliance with all Applicable Laws; and provided that organic debris from forest management activities permitted in this Conservation Easement may be piled, burned or otherwise treated in a manner that is consistent with applicable regulations and the Forest Management Plan.

(j) **Utilities.** STATE reserves the right to grant utility easements on and over the Property to serve the allowed improvements and uses within the Building Envelopes in accordance with **Section 7(a)**, provided the uses under such easements do not significantly impair the Conservation Values. Right-of-way widths shall comply with the requirements of the

### Appendix 3: Conservation Easement

California Forest Practice Act and Rules and any other applicable state or federal laws. New technology such as photovoltaic cells, solar arrays and windmills may be constructed in the Building Envelopes or in support of research projects in accordance with **Section 7(a)**. All utility infrastructure on the Property shall serve only the improvements permitted on the Property, except that any electricity generated from permitted utility infrastructure facilities in excess of requirements of the permitted improvements and uses on the Property may be sold to public utilities. Notwithstanding the foregoing, commercial power generation, collection or transmission facilities are prohibited.

The construction, operation and maintenance of power lines and pipelines are permitted, provided that, without limiting the PG&E Reserved Rights and PG&E Easement Reserved Rights, STATE shall use reasonable efforts to bury transmission or power lines or pipelines related to such activity or to align such lines along roadways, and the construction of new power lines and pipelines hereunder shall be limited to the support of STATE's permitted activities hereunder must be unobtrusively sited and shall not significantly impair the Conservation Values.

(k) **Renewable Energy Sources.** STATE reserves the right, subject to prior written permission from Grantee, to construct solar energy structures for generation of power for use on the Property, including generation of power for research equipment, provided, however, that: (i) all such solar energy structures shall be located within Building Envelopes, with the limited exception of solar energy structures used to power research equipment allowed to be used elsewhere on the Property; and (ii) no construction of solar energy structures shall be allowed to significantly impair the Conservation Values. Grantee's permission shall not be unreasonably delayed or withheld. STATE and Grantee agree that the provisions of this **Subsection 9(k)** restricting the locations of the installation of solar energy systems and prohibiting the construction of solar energy structures that would significantly impair the Conservation Values are "reasonable restrictions" within the meaning of California Civil Code § 714."

(l) **Future Easements, Leases, Licenses, Permits, and Contracts.** Excepting the Express Third Party Uses which are subject to **Section 11** below, STATE reserves the right to grant subsequent easements, leases, licenses, permits and contracts on or relating to the Property, provided that any such subsequent easement, lease, license, permit, or contract is for a permitted use and is subordinate, subject to, and consistent with the terms of this Conservation Easement, which is documented in a separate written agreement, subject to Grantee's consent, which consent shall not be unreasonably withheld, conditioned or delayed. If STATE wishes to grant subsequent easements, leases, licenses, permits and contracts on or relating to the Property, STATE shall so notify Grantee at least sixty (60) days in advance of any such proposed grant, shall provide to Grantee a copy of any proposed easement grant document together with any such additional information relating to the proposed grant as Grantee may reasonably request. STATE shall request Grantee's consent of such grant. Grantee will review the proposal and may, in its reasonable discretion, (a) approve the proposal as being consistent with the Conservation Purpose or (b) approve the proposal on conditions intended to ensure its consistency with the Conservation Purpose or (c) disapprove the proposal as being actually or potentially inconsistent with the Conservation Purpose. Failure of Grantee to respond in writing within sixty (60) days shall be deemed consent of the proposal as being consistent with the

### Appendix 3: Conservation Easement

Conservation Purpose. In addition, and subject to Grantee's consent, which consent shall not be unreasonably withheld, conditioned or delayed, STATE may grant subsequent easements, leases, licenses, permits and contracts to protect STATE's liability in respect to encroachment in the Development Envelope.

(m) **Trails.** STATE reserves the right to build multi-use recreation trails on the Property provided all new trails are approved by Grantee and are sited, constructed, and used in a manner that does not significantly impair the Conservation Values and does not damage soil, vegetation, or water quality in any riparian areas identified in the Report. New trails must be built with a natural base. Any trails built by the STATE and later abandoned promptly shall be restored to a condition consistent with the surrounding landscape subject to the provisions of **Section 12(d)** below.

(n) **Wildfire Suppression and Property Restoration.** In instances of active wildfires on or in immediate vicinity of the Property, STATE reserves the right to suppress the wildfire by any means necessary, at full discretion of STATE. All wildfire suppression activities will be carried out, to the extent practicable, in a manner that minimizes negative impacts to the Conservation Values. The STATE shall ensure installation of erosion control on all constructed firelines, if needed. Within the riparian zones, an organic surface cover shall be applied to areas of exposed soil caused by fireline construction.

(o) **Animal Grazing.** Due to state and local open-range laws in effect on the Property as of the Effective Date, STATE shall not be required herein to exclude livestock owned by third parties from the Property provided, however, that STATE, in its sole and absolute discretion, may, but shall not be obligated to, construct, maintain, repair, and replace fences for the purpose of excluding livestock from all or any portion of the Property.

(p) **Plant Gathering.** STATE reserves the right to allow pre-approved collection of native plants, historically collected by Native Americans and other ethnic groups, for traditional purposes. Any new proposed plant collections must be approved by the Grantee.

**10. Responsibility for Operations.** Nothing in this Conservation 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 STATE's activities on the Property. STATE shall have and retain all responsibility for, the ownership of the Property, and, in connection with STATE's use or occupancy of the Property, compliance with any present and future applicable laws, ordinances, rules, regulations, permits, 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, authorities, board of officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions, having or acquiring jurisdiction of the Property (in each case, an "**Applicable Law**" and, collectively "**Applicable Laws**"), except as expressly stated otherwise in this Conservation Easement. Without placing any limitation on the

### Appendix 3: Conservation Easement

foregoing sentence, the parties agree as follows:

(a) **Condition of Property.** Grantee shall have no duty or responsibility for (i) the operation or maintenance of the Property except to the extent specifically undertaken by Grantee as permitted under this Conservation Easement, (ii) the monitoring of any hazardous conditions thereon, or (iii) the protection of STATE, the public, or any other person or entity from any risks relating to conditions on the Property, except to the extent that the risks involved are the result of the activities of Grantee or Grantee's Representatives on the Property.

(b) **Taxes.** Grantee shall have no duty or responsibility for real property taxes and assessments levied by competent authority on the Property.

(c) **Permits and Approvals.** STATE 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 STATE which is permitted by this Conservation Easement; provided, however, STATE shall have no responsibility pursuant to this Conservation Easement for obtaining permits and approvals required on behalf of unrelated third parties who use the Property. 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 Conservation Easement.

(d) **No Owner or Operator Liability.** The parties do not intend this Conservation Easement to be, and this Conservation 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 passive holder of the Conservation Easement:

(i) The obligations or liability of an "owner" or "operator" or "arranger," as those terms are defined and used in Environmental Requirements, including, but not limited to, CERCLA;

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

(iii) The obligations of a responsible person under any applicable Environmental Requirements (as defined below);

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

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

As used in this Conservation Easement the term "**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

### Appendix 3: Conservation Easement

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. As used in this Conservation Easement, the term **“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, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) (“CERCLA”); the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Clean Water Act (33 U.S.C. § 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. § 300f et seq.); the River and Harbors Act of 1899 (33 U.S.C. § 401 et seq.); the National Emission Standard for Asbestos (40 C.F.R. § 61.140 et seq.), the OSHA Construction Standards (29 C.F.R. § 1926.1 et seq.); the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); the Oil Pollution Act (33 U.S.C. § 2701 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.); the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.); the Atomic Energy Act of 1954, (42 U.S.C. § 2011 et seq.); the Nuclear Waste Policy Act of 1982 (42 U.S.C. § 10101 et seq.); the Medical Waste Management Act (Cal. Health & Safety Code § 117600 et seq.); the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13020 et seq.); the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Cal. Health & Safety Code § 25300 et seq.); the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 et seq.); 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

### Appendix 3: Conservation Easement

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.

(e) **Reporting to Grantee.** Not less frequently than annually, STATE shall make reasonable efforts to inform Grantee of the construction and/or development activities that STATE anticipates undertaking on the Property within the following twelve (12) months. In the event Grantee determines that any of the anticipated activities may violate the terms of this Conservation Easement, the parties will meet and confer regarding such activities within thirty (30) days after Grantee's written request.

**11. Express Third Party Uses.** Exhibit E hereto describes the existing third party uses of the Property permitted with the express agreement of STATE ("**Express Third Party Uses**"). STATE 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 STATE's obligations with respect to the Express Third Party Uses, subject to the following conditions:

(a) **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 STATE determines in STATE's reasonable discretion exercised in good faith are likely to significantly impair the Conservation Values, shall be subject to Grantee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed by Grantee.

(b) **Renewal or Replacement of Third Party Use Agreements.** All Third Party Use Agreements existing on the Effective Date are identified on Exhibit E. As Third Party Use Agreements are renewed or replaced (either with the existing user or a new user), STATE, in consultation with the Grantee, shall include contractual provisions to bring the continuation of the Express Third-Party Use and the preservation of the Conservation Values into alignment to the fullest extent reasonably practicable.

(c) **Enforcement of Third Party Use Agreements.** If STATE or Grantee discovers any default under a Third Party Use Agreement that significantly impairs the Conservation Values (and if Grantee makes such discovery, Grantee gives STATE written notice thereof), subject to the provisions of **Section 12(d)** below, STATE shall use reasonable efforts to

## Appendix 3: Conservation Easement

stop or prevent such violation. The Parties acknowledge and agree that any form of legal action by STATE shall be subject to authorization by the California Attorney General.

### 12. Enforcement and Remedies.

(a) **Notice of Violation.** If a party hereto (“**Non-Breaching Party**”) determines there is a violation of the terms of this Conservation Easement or that a violation is threatened (“**Violation**”), written notice of such Violation (“**Violation Notice**”) and a demand for corrective action sufficient to cure the Violation shall be given by the Non-Breaching Party to the party allegedly violating this Conservation Easement (“**Breaching Party**”). Within thirty (30) days after delivery of a Violation Notice, STATE and Grantee shall meet at a location that STATE and Grantee agree upon to discuss the circumstances of the alleged or threatened Violation and to attempt to agree on appropriate corrective action. If the parties determine that it is appropriate and desirable, a duly qualified expert in the subject matter of the alleged or threatened Violation (“**Consulting Expert**”) shall attend the meeting. STATE 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 STATE and Grantee are unable to agree upon a Consulting Expert, each party may retain the services of an expert at its own expense. If STATE 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 shall deliver a further written notice to the Breaching Party to demand reasonable, particular corrective action to cure the Violation (“**Second Notice**”). Upon the giving of a Second Notice, the Breaching Party shall promptly commence, and thereafter diligently pursue to completion, corrective action sufficient to cure the Violation and, where the Violation involves injury to the Property resulting from any use or activity that conflicts with the Conservation Values or the Conservation Purpose, to restore the portion of the Property so injured. If a Violation is not cured within thirty (30) days after the delivery of the Second Notice (“**Final Cure Period**”), or if the cure reasonably requires more than thirty (30) days to complete and there is failure to begin the cure or failure to continue diligently to complete the cure within the thirty (30) day period, the parties may elect to proceed with the Legal Remedies as provided in **Section 12(b)**.

(b) **Legal Remedies.** If the parties are not able to settle the claim or dispute through consultation pursuant to **Section 12(a)** above, following exhaustion of all requisite administrative remedies, if any, the parties may, pursuant to California Civil Code section 815.7, bring an action at law or in equity in a court of competent jurisdiction to seek injunctive relief and/or money damages to enforce the terms of this Conservation Easement. If any party hereto determines that the circumstances require immediate action to prevent or mitigate unreasonable damage to the Conservation Values from a Violation, then that party may pursue its remedies under this **Section 12(b)** without first complying with **Section 12(a)** above.

(c) **Enforcement Discretion.** Enforcement of the terms of this Conservation Easement shall be at the respective discretion of Grantee and STATE and any forbearance to exercise rights of enforcement under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights under this Conservation Easement. No delay or omission in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.



### Appendix 3: Conservation Easement

(d) **Subject to Appropriation.** The parties hereto agree and acknowledge that any expenditures of money that may be required by the STATE under this Conservation Easement shall be contingent on the appropriation of funds by the Legislature for the specific purpose of STATE complying with its obligations in this Conservation Easement. Any delay or failure of the STATE to perform and comply with its obligations in this Conservation Easement due to funds not being appropriated or being terminated by the Legislature shall not be considered a breach or default of the terms of this Conservation Easement, and STATE shall not be liable in any way due to delay or failure to perform under the terms of this Conservation Easement, including undertaking corrective action and/or restorative action, as a result of the funds not being appropriated or being terminated by the Legislature. Notwithstanding, STATE agrees to make diligent efforts to obtain the necessary budget appropriations in amounts reasonably calculated to support the fulfillment of its obligations under this Conservation Easement as expeditiously as possible. This section only applies to the STATE.

#### 13. Indemnification

(a) **Indemnification of STATE by Grantee.** Other than violation or breach of the terms of this Conservation Easement by STATE Grantee waives all claims against STATE, its agencies, departments, boards, commissions, officers, agents, and employees (collectively “**Indemnitees**”), for loss or damage caused by, arising out of, or in any way connected with the Grantee’s exercise of this Conservation Easement. Grantee shall protect, indemnify, and hold Indemnitees harmless and defend Indemnitees, with counsel selected by Indemnitees, from and against any suits, actions, judgments, legal or administrative proceedings, arbitrations, claims, demands, causes of action, damages, liabilities, interest, reasonable attorneys’ fees, fines, penalties, losses, costs and expenses of whatsoever kind or nature, arising out of, in connection with or incidental to any injury to or the death of any person, or damage to any property arising out of, caused by, or resulting from (in whole or in part) the negligence or willful misconduct of Grantee and/or Grantee’s Representatives and their respective employees, agents and subcontractors on the Property in connection with Grantee’s exercise of this Conservation Easement. Grantee’s duty to defend the Indemnitees is separate from, independent of and free-standing of Grantee’s duty to indemnify the Indemnitees and applies whether the issue of either parties negligence, breach of contract or other fault or obligations has in any way been determined. Grantee’s indemnity obligations under this Agreement shall not extend to that portion of such loss or damage that shall have been caused by any of the Indemnitees’ comparative negligence or willful misconduct. The indemnity set forth in this section shall survive the termination of this Conservation Easement until such time as action against the Indemnitees on account of any matter covered by this indemnity is barred by the applicable statute of limitations.

Grantee shall, further, cause such indemnification in favor of the Indemnitees to be inserted in each contract and/or agreement for the provision of services to Grantee on the Property or entry onto the Property by Grantee’s Representatives. Grantee’s failure to comply with this indemnification provision shall be considered a material breach of this Conservation Easement, however such breach shall not impair the perpetual nature of this Conservation Easement.

The provisions of this **Section 13(a)** shall be inoperative at any time, and for so long as, the fee interest in the Property is owned by an entity other than the STATE, and the indemnification provisions of **Sections 13(b) and 13(c)** shall instead be operative and binding on

### Appendix 3: Conservation Easement

such successor fee interest owner (“**Grantor**”); provided, any obligation of Grantee to STATE arising prior to such transfer of the fee interest in the Property from STATE to a non-STATE entity shall survive the transfer.

(b) **Indemnification by Grantor other than the STATE.** Grantor shall hold harmless, indemnify, and defend Grantee and its directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (each a “**Grantee Indemnified Party**” and collectively, the “**Grantee Indemnified Parties**”), from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys’ fees and experts’ fees), causes of action, claims, demands, orders, liens or judgments (each a “**Claim**” and, collectively, “**Claims**”), arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, including but not limited to any such act, omission, condition or other matter occurring in connection with the presence of the general public on the Property, regardless of cause, unless due to the negligence or willful misconduct of any of the Grantee Indemnified Parties while acting upon the authority of Grantee; or (b) Grantor’s obligations specified in this Conservation Easement; or (c) a breach of any of Grantor’s representations or warranties made in this Conservation Easement; or (d) any violation of, or other failure to comply with, any state, federal or local law, regulation or requirement related to the Property, by Grantor, or any entity other than a Grantee Indemnified Party acting upon the authority of Grantee, in any way affecting, involving or relating to the Property; or (e) any Hazardous Substances or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Property at any time, except with respect to any Hazardous Substances placed, disposed or released by a Grantee Indemnified Party acting upon the authority of Grantee, including Claims for injury to or death of any person or physical damage to any Property and for the violation or alleged violation of, or other failure to comply with, any Environmental Requirement. If any action or proceeding is brought against any Grantee Indemnified Party by reason of any such Claim, Grantor shall, at the election of and upon written notice from the applicable Grantee Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Grantee Indemnified Party.

(c) **Indemnification by Grantee to Grantor other than the STATE.** Grantee shall hold harmless, indemnify, and defend Grantor and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (each a **Grantor Indemnified Party** and, collectively, the “**Grantor Indemnified Parties**”), from and against any and all Claims arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, occurring on or about the Property, resulting from the negligence of any Grantee Indemnified Party, while acting on behalf of Grantee; or (b) Grantee’s obligations specified in this Conservation Easement; or (c) any violation of, or other failure to comply with, any state, federal or local law, regulation or requirement, by any Grantee Indemnified Party while acting on behalf of Grantee in any way affecting, involving or relating to the Property. If any action or proceeding is brought against any Grantor Indemnified Party by reason of any such Claim, Grantee shall, at the election of and upon written notice from the applicable Grantor Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Grantor Indemnified Party.

**14. Insurance.** Prior to any entry onto the Property under the terms of this

### Appendix 3: Conservation Easement

Conservation Easement by Grantee or Grantee's Representatives, Grantee and Grantee's Representatives shall each, at their own expense, provide STATE evidence of insurance as follows:

a) **Commercial General Liability.** Grantee and Grantee's Representatives shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy must include coverage for liabilities arising out of premises operations, independent contractors, products/completed operations, personal & advertising injury and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee and/or Grantee's Representatives limit of liability. The policy must include: Department of Forestry and Fire Protection, State of California, its officers, agents and employees as additional insureds. This endorsement must be supplied under form acceptable to DGS' Office of Risk and Insurance Management.

b) **Automobile Liability.** Grantee and Grantee's Representatives shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

c) **Workers' Compensation and Employers' Liability.** Grantee and Grantee's Representatives shall maintain statutory workers' compensation and employers' liability for all employees who will be engaged in the performance of any activities and/or work related to the Property as authorized under this Conservation Easement. Employers' liability limits of \$1,000,000 are required. Workers' compensation policy shall contain a waiver of subrogation endorsement in favor of the STATE.

At any time, and for so long as, the fee interest in the Property is owned by an entity other than the STATE, such successor Grantor shall maintain a commercially available general liability policy, or self-insurance, insuring against bodily injury and property damage on the Property in the amount of not less than \$1,000,000 per occurrence \$2,000,000 in aggregate. Grantee shall be named an additional insured on any policy. For any claim covered by the indemnification in **Section 13(b)** above, the liability insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Grantee with respect to Grantee's entries onto the Property pursuant to the Conservation Easement. Grantor waives all rights of subrogation against the Grantee Indemnified Parties for recovery of damages to the extent these damages are covered by insurance maintained pursuant to this Conservation Easement. Grantor shall furnish Grantee with certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Any failure of Grantee to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Grantee to identify a deficiency from evidence that is provided shall not be construed as a waiver of Grantor's obligation to maintain such insurance.

**15. Grantee Assignment of Conservation Easement.**

(a) **Voluntary Assignment.** In the event that Grantee decides to assign its interest under this Conservation Easement, Grantee shall only assign such interest to an organization that is: (1) qualified to hold a conservation easement under Section 815.3 of the California Civil Code; (2) experienced in holding and monitoring conservation easements on properties similar to the Property; and (3) willing and financially able to assume all of the responsibilities imposed on Grantee under this Conservation Easement. Before assigning its interest under this Conservation Easement, Grantee shall provide STATE and the Sierra Nevada Conservancy (“SNC”) with written notice of such intention to transfer (“**Transfer Notice**”). The Transfer Notice shall identify the proposed assignee and include a description of how the proposed assignee meets the assignee designation criteria set forth in this section. Grantee shall allow SNC, with the consent of STATE, a period of not less than sixty (60) days to approve the proposed assignee, which consent shall not be unreasonably withheld and shall be based on whether the proposed assignee meets the designation criteria specified in this section. If SNC does not approve the proposed assignee, SNC shall provide Grantee with the reasons behind such decision. Notwithstanding, any approved assignment by Grantee of this Conservation Easement to an approved assignee shall not relieve Grantee from any obligations hereunder arising prior to the date of the assignment.

(b) **Involuntary Assignment.** If Grantee ever ceases to exist or no longer qualifies under applicable state law to hold a conservation easement interest, then SNC shall, with the consent of STATE, select an assignee that meets all the designation criteria specified in **Section 15(a)** above. If SNC is unable to identify an assignee that meets all the designation criteria specified in **Section 15(a)** above that is willing to accept such assignment, then SNC shall petition a court of competent jurisdiction to effect a transfer of the Conservation Easement to an organization that meets each of the qualifications criteria in **Subsection 15(a)**. Notwithstanding the foregoing, SNC may elect to serve as such assignee but only on a temporary basis until a permanent assignee can be identified by SNC and/or such transfer is effectuated by a court of competent jurisdiction.

(c) **Conditions of Assignment.** As conditions to any assignment of this Conservation Easement, Grantee and/or the SNC shall: (1) require the assignee to expressly agree in writing to assume Grantee’s obligations hereunder; (2) ensure that assignee has the resources to fulfill its obligations under the Conservation Easement; and (3) not relieve Grantee from any obligations under the Conservation Easement arising prior to the date of the assignment.

(d) **Successor to SNC.** Upon any liquidation or dissolution of SNC, SNC or STATE shall have the right to assign SNC’s rights and obligations under this **Section 15** to another entity that has a conservation mission and level of expertise consistent with that of SNC and sufficient resources and capacity to carry out the obligations of SNC.

(e) **Recording.** Pursuant to California Civil Code section 815.5, any instrument assigning or otherwise transferring this Conservation Easement shall be recorded in the Official Records of the County.

**16. Subsequent Property Transfers.**

### Appendix 3: Conservation Easement

(a) STATE shall disclose the existence of this Conservation Easement in any deed or other legal instrument by which STATE divests itself of a real property interest in all or a portion of the Property, including, without limitation, a leasehold interest. STATE shall notify Grantee in writing not more than thirty (30) days after any grant by STATE to any third party of any interest in any portion of the Property, whether such interest is a fee, easement, lease, or other interest. The failure of STATE to perform any act required by this **Section 16** shall not impair the validity of this Conservation Easement or limit its enforcement in any way or create any obligation on the part of Grantee.

(b) **Release of Fee Title and Demonstration State Forest Status.** In the event that STATE transfers fee title to an unaffiliated third-party not qualified to own and manage a Demonstration State Forest, STATE shall release, relinquish and forever terminate, in a manner that shall be binding upon all successors in interest to the Property, all rights of STATE described in **Sections 6(a) and 6(b)**.

#### **17. Extinguishment and Condemnation.**

(a) **Judicial Extinguishment.** If circumstances arise in the future that render the Conservation Purpose impossible or impracticable to accomplish, this Conservation Easement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction, and the amount of the compensation to which Grantee shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property after such termination or extinguishment, shall be determined, unless otherwise provided by California law at the time, in accordance with **Section 17(c)**. Grantee must use any proceeds received under the circumstances described in this section in a manner consistent with the Conservation Purposes, which are exemplified and articulated by the Conservation Easement and contemporaneously prepared exhibits to it and other documentation.

(b) **Condemnation.** If all or any part of the Property is taken by exercise of eminent domain, or acquired by purchase in lieu of condemnation, so as to terminate this Conservation Easement in whole or in part, STATE and Grantee may join in appropriate actions to recover the full value of their respective interests in the Property so taken or purchased, and all direct or incidental resulting damages. All expenses reasonably incurred by the STATE and Grantee in any such action shall be first reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between STATE and Grantee in proportion to their respective interests in the Property, or portion thereof, as established by **Section 17(c)**.

(c) **Valuation.** In accordance with California Civil Code section 815.2, STATE and Grantee acknowledge and agree that this Conservation Easement shall not be deemed personal in nature and shall constitute a real property interest in the Property vested in Grantee upon recording notwithstanding that this Conservation Easement is an obligation, and not a financial asset. For the purpose of **Sections 17(a) and 17(b)**, the fair market value of the Conservation Easement shall be determined as of the time of the extinguishment or termination by an appraisal set forth in a written report prepared and signed by an appropriately licensed or certified real estate appraiser in good standing pursuant to Part 3 (commencing with Section 11300) of Division 4 of the Business and Professions Code and its implementing regulations, Title 10 Section 3701 of the California Code of Regulations, the California Department of General

### Appendix 3: Conservation Easement

Services Appraisal Specifications, and shall conform to the Uniform Standards of Professional Appraisal Practice. STATE and Grantee shall mutually agree on the appraiser and shall share equally in the costs of preparing the appraisal report. The fair market value as set forth in the appraisal report is subject to the approval of the California Department of General Services.

(d) **No Merger.** Due to the Conservation Purpose of the Conservation Easement, it is the intent of STATE and Grantee that notwithstanding the provisions of Civil Code Section 811, any time the fee title to all or any portion of the Property is vested in an entity, including STATE, which also holds this Conservation Easement, the interest in the Conservation Easement shall not merge into the fee title (whether by operation of law or otherwise), and the Conservation Easement shall remain in full force and effect as to all portions of the Property, until and unless explicitly terminated by judicial proceedings (and then, only to the extent so terminated).

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

**If to STATE:**

California Department of Forestry and Fire Protection  
P.O. Box 944246  
Sacramento, CA 94244  
Attn: State Forests Program Manager

With a copy to:

Department of General Services  
707 Third Street, 5<sup>th</sup> Floor (MS 505)  
West Sacramento, CA 95605  
Attn: RESD/RPSS--Acquisitions Unit

**If to Grantee:**

Shasta Land Trust  
P.O. Box 992026  
Redding, CA 96099-2026  
Attn: Executive Director

**If to Sierra Nevada Conservancy:**

Sierra Nevada Conservancy  
11521 Blocker Drive, Suite 205  
Auburn, CA 95603

## Appendix 3: Conservation Easement

Attn: Executive Director

The date of any notice or communication shall be deemed to be the date of receipt if delivered personally, or the date of the receipt or refusal of delivery if transmitted by mail or overnight courier. Any party may change the address for notice by giving notice to the other party in accordance with this **Section 18**.

**19. Amendment.** This Conservation Easement may be amended by STATE and Grantee or their respective successors and assigns, by mutual written agreement of STATE and Grantee. STATE and Grantee shall have no right to amend **Sections 2 or 3** hereof without the written consent of PG&E in its sole and absolute discretion. Without limiting the scope of the aforementioned power to amend, the parties anticipate that future amendments may be necessary to reflect corrections to the boundary line that may result in the removal of portion(s) of the Property from the encumbrance of this Conservation Easement, clarifications, and corrections to the Conservation Easement and agree to mutually cooperate in good faith to accomplish such future amendments, to the extent such amendments are to clarify the terms of this Conservation Easement and do not significantly impair the Conservation Values. Any such amendment shall be consistent with the Conservation Purpose of this Conservation Easement and shall not affect its perpetual duration, and Grantee shall promptly record the amendment in the official records of the County, and shall thereafter promptly provide a conformed copy of the recorded amendment to STATE.

Notwithstanding the foregoing, STATE and Grantee have no right or power to consent to any action or agree to any amendment of this Conservation Easement that would result in significant impairment of the Conservation Values or limit the term or result in termination of the Conservation Easement, or adversely affect the qualification of the Conservation Easement as a conservation easement under California Civil Code section 815 et seq. or the status of Grantee as an entity authorized to acquire and hold conservation easements under California Civil Code section 815.3. Any amendment to this Conservation Easement shall comply with California Civil Code section 815 et seq. and other Applicable Laws.

### **20. General Provisions.**

(a) **Governing Law.** This Conservation Easement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

(b) **No Public Dedication.** Nothing contained in this Conservation Easement shall be deemed to be a gift or dedication of any portion of the Property to the general public.

(c) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of Grantee to effect the purposes of this Conservation Easement and the policy and purpose of California Civil Code section 815 et seq. If any provision in this Conservation Easement is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement which recognizes the PG&E Reserved Rights and the PG&E Easement Reserved Rights (as described in **Sections 2 and 3 above**), and STATE's Reserved Rights and that would render the provision valid shall be favored over any interpretation that would render it invalid.

### Appendix 3: Conservation Easement

(d) **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 Conservation Easement.

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

(f) **Entire Agreement.** This Conservation 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.

(g) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of STATE's title in any respect.

(h) **Successors.** The Conservation Easement shall be a servitude running with the land in perpetuity. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns and shall continue as a servitude running with the Property.

(i) **Recordation.** Grantee shall promptly record this Conservation Easement in the official records of the County, and shall thereafter promptly provide a conformed copy of the recorded Conservation Easement to STATE. Grantee may re-record at any time as may be required to preserve its rights in this Conservation Easement.

(j) **Termination of Rights and Obligations.** Except as otherwise stated herein, a party's rights and obligations under this Conservation 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.

(k) **Captions.** The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

(l) **List of Exhibits.** The following exhibits are attached hereto and



### Appendix 3: Conservation Easement

incorporated herein:

<u>Exhibit A</u>	Legal Description of the Property
<u>Exhibit B</u>	Property Maps
<u>Exhibit C</u>	Form of Grant Deed
<u>Exhibit D</u>	Form of Utility Facility Access, Operation and Maintenance Easement
<u>Exhibit E</u>	Express Third-Party Uses and Third Party Use Agreements
<u>Exhibit F</u>	Development Envelope Legal Description
<u>Exhibit G</u>	Development Envelope Map

(m) **Counterparts.** This Conservation 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.

*//signatures follow on next page//*

### Appendix 3: Conservation Easement

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

**STATE:**

**AUTHORIZED PER GOVERNMENT CODE  
§14666**

STATE OF CALIFORNIA  
Department of General Services

By: \_\_\_\_\_  
Michael P. Butler, Chief  
Real Property Services Section

Dated: \_\_\_\_\_

**APPROVAL PER GOVERNMENT CODE  
§14666**

STATE OF CALIFORNIA  
Department of Forestry and Fire Protection

By: \_\_\_\_\_  
Matthew Reischman  
Deputy Director, Resource Management

Dated: \_\_\_\_\_

**GRANTEE:**

SHASTA LAND TRUST,  
a California nonprofit public benefit corporation

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**ACCEPTANCE OF CONDITIONAL RIGHT OF ENFORCEMENT**

**The Sierra Nevada Conservancy, a subdivision of the California Natural Resources Agency, hereby acknowledges and accepts the conditional enforcement rights set forth in Section 15 hereof.**

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

[Need Notary Acknowledgement to record]

**EXHIBIT A**

Legal Description of the Property

[Attached Behind this Page]

**EXHIBIT A**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

**PARCEL 1:**

LCP ID #0013 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 145, PAGE 186 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION FIVE (5), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5; THENCE NORTH 89°11'13" WEST, A DISTANCE OF 1,688.28 FEET, MORE OR LESS, TO A POINT FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, BEARS SOUTH 54°46'45" EAST, A DISTANCE OF 3,653.19 FEET; THENCE SOUTH 46°08'51" WEST, A DISTANCE OF 143.40 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THAT PARCEL DESCRIBED IN VOLUME 206 OF OFFICIAL RECORDS AT PAGE 306, SHASTA COUNTY RECORDS, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 2:**

LCP ID #0014 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 128, PAGE 85 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION EIGHT (8), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

### Appendix 3: Conservation Easement

**EXCEPTING THEREFROM** ALL THAT PORTION LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 55°44'18" EAST, A DISTANCE OF 174.38 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 7, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, BEARS NORTH 67°23'28" WEST, A DISTANCE OF 1,581.20 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 232.24 FEET;

THENCE SOUTH 68°38'06" EAST, A DISTANCE OF 71.69 FEET;

THENCE SOUTH 33°07'19" EAST, A DISTANCE OF 140.89 FEET;

THENCE SOUTH 52°43'21" EAST, A DISTANCE OF 181.06 FEET;

THENCE SOUTH 73°36'50" EAST, A DISTANCE OF 156.50 FEET;

THENCE NORTH 78°27'52" EAST, A DISTANCE OF 97.31 FEET;

THENCE NORTH 44°36'08" EAST, A DISTANCE OF 114.37 FEET;

THENCE NORTH 80°06'34" EAST, A DISTANCE OF 161.79 FEET;

THENCE SOUTH 89°04'53" EAST, A DISTANCE OF 229.88 FEET;

THENCE NORTH 66°18'00" EAST, A DISTANCE OF 113.66 FEET;

THENCE NORTH 40°13'41" EAST, A DISTANCE OF 157.02 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 46.92 FEET;

THENCE SOUTH 25°23'36" EAST, A DISTANCE OF 152.26 FEET;

THENCE SOUTH 00°17'43" WEST, A DISTANCE OF 644.60 FEET;

THENCE SOUTH 89°59'50" EAST, A DISTANCE OF 1,254.02 FEET;

THENCE SOUTH 00°21'03" WEST, A DISTANCE OF 164.33 FEET;

THENCE SOUTH 65°06'44" EAST, A DISTANCE OF 1124.62 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 8, SAID POINT BEING THE **POINT OF TERMINATION**.

### Appendix 3: Conservation Easement

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 3:**

LCP ID #0015 PORTION

APN 022-080-001 PORTION, 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 5, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER, THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER, AND THE NORTHWEST ONE-QUARTER OF SECTION FIVE (5), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, THENCE ALONG THE SOUTHERLY LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5, NORTH 89°48'58" WEST, A DISTANCE OF 277.65 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 10°20'07" EAST, A DISTANCE OF 469.46 FEET, MORE OR LESS, TO A POINT FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5 BEARS SOUTH 22°41'05" EAST, A DISTANCE OF 501.53 FEET; THENCE SOUTH 84°29'45" WEST, A DISTANCE OF 574.48 FEET; THENCE NORTH 41°45'42" WEST, A DISTANCE OF 814.65 FEET TO A POINT IN THE WESTERLY LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 4:**

LCP ID #0016 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 144, PAGE 154 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA.

### Appendix 3: Conservation Easement

**EXCEPTING THEREFROM** ALL THAT PORTION DESCRIBED IN VOLUME 206, PAGE 306, OFFICIAL RECORDS OF SHASTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THAT CERTAIN PARCEL OF LAND, SITUATE IN SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, M.D.B. & M. , BOUNDED BY A LINE WHICH BEGINS AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY ROY HAYS ET AL, TO MT. SHASTA POWER CORPORATION BY DEED DATED NOVEMBER 3, 1919 AND RECORDED IN BOOK 144 OF DEEDS AT PAGE 154, RECORDS OF SAID SHASTA COUNTY, AND RUNS THENCE SOUTH 5°07'55" WEST, ALONG THE WESTERLY BOUNDARY LINE OF THE LAST MENTIONED PARCEL OF LAND, 1327.57 FEET TO THE SOUTHWEST CORNER OF THE LAST MENTIONED PARCEL OF LAND; THENCE SOUTH 89°50'29" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, 823.98 FEET; THENCE NORTH 2°10'16" EAST 1610.87 FEET THENCE NORTH 67°28' WEST 950.02 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 2°39'30" WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 648.62 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 89°27'18" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6, 141.32 FEET TO THE POINT OF BEGINNING, CONTAINING 33.593 ACRES.

**ALSO EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 89°11'13" WEST, A DISTANCE OF 1,688.28 FEET, MORE OR LESS, TO A POINT FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, BEARS SOUTH 54°46'45" EAST, A DISTANCE OF 3,653.19 FEET; THENCE SOUTH 46°08'51" WEST, A DISTANCE OF 143.40 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THAT PARCEL DESCRIBED IN VOLUME 206 OF OFFICIAL RECORDS AT PAGE 306, SHASTA COUNTY RECORDS, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.



### Appendix 3: Conservation Easement

**PARCEL 5:**

LCP ID #0017 PORTION

APN 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 9, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 2, PAGE 471 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHEAST ONE-QUARTER AND NORTHEAST ONE-QUARTER OF NORTHWEST ONE-QUARTER OF SECTION NINE (9), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9, NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

### Appendix 3: Conservation Easement

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTHERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

#### **PARCEL 6:**

LCP ID #0018 PORTION

APN 022-110-005 PORTION, 022-080-020 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 9 AND SECTION 16, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 106, PAGE 549 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

ALL OF THE SOUTHEAST ONE-QUARTER OF SECTION NINE (9) LYING ON THE SOUTHERLY SIDE OF PIT RIVER; THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST

### Appendix 3: Conservation Easement

ONE-QUARTER, AND THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION SIXTEEN (16), ALL IN TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9 NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;

### Appendix 3: Conservation Easement

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST ONE-QUARTER, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 7:**

LCP ID #0022

APN 022-080-012

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 172, PAGE 416 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER AND THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION SEVEN (7), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

### Appendix 3: Conservation Easement

**PARCEL 8:**

LCP ID #0023 PORTION

APN 022-080-001 PORTION, 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THOSE LANDS DESCRIBED IN VOLUME 132, PAGE 337 OF DEEDS OF THE COUNTY OF SHASTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT IN THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8, THENCE SOUTH 51°48'04" EAST, A DISTANCE OF 1,636.30 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 8, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, BEARS NORTH 29°55'14" WEST, A DISTANCE OF 2,619.67 FEET; THENCE SOUTH 87°25'04" EAST, A DISTANCE OF 1,406.90 FEET TO THE EASTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8; THENCE ALONG SAID EASTERLY LINE NORTH 01°53'00" EAST, A DISTANCE OF 207.81 FEET; THENCE LEAVING SAID EASTERLY LINE, NORTH 06°49'59" WEST, A DISTANCE OF 1,027.68 FEET, MORE OR LESS, TO A POINT FROM WHICH SAID NORTH ONE-QUARTER CORNER BEARS NORTH 66°55'59" WEST, A DISTANCE OF 2,822.38 FEET; THENCE NORTH 54°37'44" EAST, A DISTANCE OF 195.66 FEET TO THE EASTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 8; THENCE ALONG SAID EASTERLY LINE, NORTH 01°53'00" EAST, A DISTANCE OF 1,181.97 FEET TO THE NORTHEAST CORNER OF SAID SECTION 8; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 8, SOUTH 86°08'11" WEST, A DISTANCE OF 2,801.49 FEET TO SAID NORTH ONE-QUARTER CORNER; THENCE ALONG THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8, SOUTH 00°56'45" EAST, A DISTANCE OF 1,258.81 FEET, MORE OR LESS, TO THE **POINT OF BEGINNING**.

**EXCEPTING THEREFROM** THOSE LANDS DESCRIBED IN A DEED APPROVED BY THE SECRETARY OF THE INTERIOR OF THE UNITED STATES OF AMERICA ON FEBRUARY 21, 1914, AND RECORDED IN THE INDIAN OFFICE DEED BOOK, INHERITED INDIAN LANDS, VOLUME 30, PAGE 237 IN THE OFFICE OF THE COMMISSIONER OF INDIAN AFFAIRS.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

### Appendix 3: Conservation Easement

**PARCEL 9:**

LCP ID #0024 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 144, PAGE 424 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION SIX (6), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION DESCRIBED IN VOLUME 206, PAGE 306, OFFICIAL RECORDS OF SHASTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THAT CERTAIN PARCEL OF LAND, SITUATE IN SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, M.D.B. & M. , BOUNDED BY A LINE WHICH BEGINS AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY ROY HAYS ET AL, TO MT. SHASTA POWER CORPORATION BY DEED DATED NOVEMBER 3, 1919 AND RECORDED IN BOOK 144 OF DEEDS AT PAGE 154, RECORDS OF SAID SHASTA COUNTY, AND RUNS THENCE SOUTH 5°07'55" WEST, ALONG THE WESTERLY BOUNDARY LINE OF THE LAST MENTIONED PARCEL OF LAND, 1327.57 FEET TO THE SOUTHWEST CORNER OF THE LAST MENTIONED PARCEL OF LAND; THENCE SOUTH 89°50'29" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, 823.98 FEET; THENCE NORTH 2°10'16" EAST 1610.87 FEET THENCE NORTH 67°28' WEST 950.02 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 2°39'30" WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 648.62 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 89°27'18" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6, 141.32 FEET TO THE POINT OF BEGINNING, CONTAINING 33.593 ACRES.

**PARCEL 10:**

LCP ID #0025 PORTION

APN 022-080-020 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 5, PAGE 216 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION NINE (9), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

### Appendix 3: Conservation Easement

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9 NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;

### Appendix 3: Conservation Easement

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST ONE-QUARTER, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 11:**

LCP ID #0028

APN 021-270-010

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 144, PAGE 86 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT THE ONE-QUARTER SECTION CORNER COMMON TO SECTION THIRTY-SIX (36), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AND SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN AND RUNNING THENCE SOUTH ALONG THE LINE COMMON TO THE ABOVE MENTIONED SECTIONS 500 FEET; THENCE AT A RIGHT ANGLE WEST 900 FEET; THENCE AT A RIGHT ANGLE NORTH 500 FEET TO THE LINE DIVIDING THE NORTH ONE-HALF OF SAID SECTION THIRTY-SIX (36) FROM THE SOUTH ONE-HALF OF SAID SECTION THIRTY-SIX (36); AND THENCE EASTERLY ALONG SAID LAST MENTIONED LINE 900 FEET TO THE POINT OF BEGINNING AND BEING A PORTION OF THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION THIRTY-SIX (36) AFORESAID.



### Appendix 3: Conservation Easement

**PARCEL 12:**

LCP ID #0029

APN 022-330-006 PORTION, 022-330-011 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER; THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER; THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER; AND THE EAST HALF OF THE SOUTHWEST ONE-QUARTER; ALL IN SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM THE FOLLOWING:**

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY A CALIFORNIA CORPORATION TO THE UNITED STATES OF AMERICA, AS RECORDED IN BOOK 2457, PAGE 358 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY A CALIFORNIA CORPORATION TO INDIAN SPRINGS SCHOOL DISTRICT OF SHASTA COUNTY, AS RECORDED IN BOOK 439, PAGE 301 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM MT. SHASTA POWER CORPORATION TO GEORGE GRIDER AND ANNIE L. GRIDER, HIS WIFE, AS RECORDED IN BOOK 146, PAGE 316 OF DEED RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM MT. SHASTA POWER CORPORATION TO GEORGE GRIDER AND ANNIE L. GRIDER, HIS WIFE, AS RECORDED IN BOOK 157, PAGE 325 OF DEED RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY A CALIFORNIA CORPORATION TO INDIAN SPRINGS SCHOOL DISTRICT OF SHASTA COUNTY, AS RECORDED IN BOOK 2850, PAGE 574 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA.

### Appendix 3: Conservation Easement

**PARCEL 13:**

LCP ID #0030

APN 022-330-011 PORTION, 022-330-006 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 149, PAGE 166 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 14:**

LCP ID #0031

APN 022-330-006 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 151, PAGE 482 OF DEEDS, OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY BOUNDARY LINE OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, FROM WHICH AN OAK POST IDENTIFIED AS THE WEST ONE-QUARTER CORNER OF SAID SECTION THIRTY-ONE (31), BEARS SOUTH 72°42' WEST 1,162.0 FEET DISTANT AND RUNNING THENCE ALONG SAID NORTHERLY BOUNDARY LINE NORTH 89°26 1/4' EAST 1,204.3 FEET; THENCE LEAVING SAID NORTHERLY BOUNDARY LINE NORTH 55°45' WEST 135.9 FEET; THENCE SOUTH 85°17 1/2' WEST 161.6 FEET; THENCE NORTH 81°57 1/2' WEST 139.1 FEET; THENCE NORTH 71°40 1/2' WEST 96.4 FEET; THENCE NORTH 77°56' WEST 133.2 FEET; THENCE SOUTH 74°07' WEST 212.1 FEET; THENCE SOUTH 78°39 1/2' WEST 302.1 FEET; THENCE SOUTH 63°41' WEST 79.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**PARCEL 15:**

LCP ID #0032

APN 022-330-006 PORTION, 022-330-011 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION THIRTY-ONE (31) AND SECTION THIRTY-TWO (32), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 226 OF PATENTS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION THIRTY-ONE (31) AND THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST

### Appendix 3: Conservation Easement

ONE-QUARTER OF SECTION THIRTY-TWO (32) ALL IN TOWNSHIP 37 NORTH,  
RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN,

**ALSO**, ALL THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF THE  
SOUTHEAST ONE-QUARTER OF SAID SECTION THIRTY-ONE (31), LYING  
WESTERLY OF THAT PARCEL AS RECORDED IN BOOK 805, PAGE 356 OF OFFICIAL  
RECORDS OF THE COUNTY OF SHASTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE THREE-QUARTER INCH PIPE IN A ROCK MOUND MARKING  
THE SOUTHEAST CORNER OF SAID SECTION THIRTY-ONE (31), AND RUNNING  
THENCE NORTH 5°07'30" WEST 1,305.3 FEET ALONG THE EASTERLY BOUNDARY  
LINE OF SAID SECTION THIRTY-ONE (31) TO A POINT IN A FENCE;  
THENCE NORTH 88°28' WEST 146.4 FEET ALONG SAID FENCE TO A POINT IN A  
FENCE WHICH EXTENDS IN A NORTHERLY AND SOUTHERLY DIRECTION;  
THENCE SOUTH 0°58'30" WEST 1,309.4 FEET ALONG THE LAST MENTIONED FENCE  
AND ITS SOUTHERLY PROLONGATION TO A POINT IN THE SOUTHERLY  
BOUNDARY LINE OF SAID SECTION THIRTY-ONE (31); THENCE NORTH 88°57'30"  
EAST 285.3 FEET, MORE OR LESS, ALONG THE SOUTHERLY BOUNDARY LINE OF  
SAID SECTION THIRTY-ONE (31) TO THE POINT OF BEGINNING AND BEING A  
PORTION OF SAID SECTION THIRTY-ONE (31).

**PARCEL 16:**

LCP ID #0033

APN 022-090-002 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF  
SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN,  
AS RECORDED IN VOLUME 139, PAGE 378 OF DEEDS OF THE COUNTY OF SHASTA, STATE  
OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOT FIVE (5) OF SECTION SIX (6), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT  
DIABLO BASE AND MERIDIAN.

**PARCEL 17:**

LCP ID #0034

APN 022-110-001

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF  
SECTION 18, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND  
MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 220 OF OFFICIAL RECORDS OF THE  
COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED  
THEREIN AS FOLLOWS:

LOTS 1 AND 2 OF THE NORTHWEST ONE-QUARTER AND THE EAST ONE-HALF OF  
THE NORTHWEST ONE-QUARTER OF SECTION EIGHTEEN (18), TOWNSHIP 36  
NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

### Appendix 3: Conservation Easement

**PARCEL 18:**

LCP ID #0038 PORTION

APN 022-080-002 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 5, SECTION 7, AND SECTION 8 OF TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 126, PAGE 311 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION FIVE (5), THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION SEVEN (7), AND THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION EIGHT (8), ALL IN TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5.

**ALSO EXCEPTING THEREFROM** THOSE PORTIONS OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7 AND THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 8 LYING NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7; THENCE NORTH 55°44'18" EAST, A DISTANCE OF 174.38 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 7, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, BEARS NORTH 67°23'28" WEST, A DISTANCE OF 1,581.20 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 232.24 FEET;

THENCE SOUTH 68°38'06" EAST, A DISTANCE OF 71.69 FEET;

THENCE SOUTH 33°07'19" EAST, A DISTANCE OF 140.89 FEET;

THENCE SOUTH 52°43'21" EAST, A DISTANCE OF 181.06 FEET;

THENCE SOUTH 73°36'50" EAST, A DISTANCE OF 156.50 FEET;

THENCE NORTH 78°27'52" EAST, A DISTANCE OF 97.31 FEET;

THENCE NORTH 44°36'08" EAST, A DISTANCE OF 114.37 FEET;

THENCE NORTH 80°06'34" EAST, A DISTANCE OF 161.79 FEET;

THENCE SOUTH 89°04'53" EAST, A DISTANCE OF 229.88 FEET;

### Appendix 3: Conservation Easement

THENCE NORTH 66°18'00" EAST, A DISTANCE OF 113.66 FEET;

THENCE NORTH 40°13'41" EAST, A DISTANCE OF 157.02 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 46.92 FEET;

THENCE SOUTH 25°23'36" EAST, A DISTANCE OF 152.26 FEET;

THENCE SOUTH 00°17'43" WEST, A DISTANCE OF 644.60 FEET;

THENCE SOUTH 89°59'50" EAST, A DISTANCE OF 1,254.02 FEET;

THENCE SOUTH 00°21'03" WEST, A DISTANCE OF 164.33 FEET;

THENCE SOUTH 65°06'44" EAST, A DISTANCE OF 1124.62 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8, SAID POINT BEING THE **POINT OF TERMINATION**.

**ALSO EXCEPTING THEREFROM** THAT PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 8, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, THENCE ALONG THE NORTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8 NORTH 89°48'58" WEST, A DISTANCE OF 277.65 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 10°20'07" WEST, A DISTANCE OF 910.89 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 8 BEARS NORTH 26°13'44" EAST, A DISTANCE OF 997.98 FEET; THENCE SOUTH 51°48'04" EAST, A DISTANCE OF 587.68 FEET TO A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

### Appendix 3: Conservation Easement

**PARCEL 19:**

LCP ID #0041 PORTION

APN 022-080-020 PORTION, 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE WEST ONE-HALF OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION NINE (9), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9 NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;

### Appendix 3: Conservation Easement

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST ONE-QUARTER, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 20:**

LCP ID #0043

APN 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 157, PAGE 438 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

### Appendix 3: Conservation Easement

THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 21:**

LCP ID #0044

APN 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE EAST ONE-HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, AND THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 22:**

LCP ID #0045

APN 021-200-005 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 104, PAGE 457 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOT FOUR (4) OF SECTION TWO (2), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 23:**

LCP ID #0046 PORTION

APN 021-200-002, 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE WEST ONE-HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 222 OF PATENTS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** A STRIP OF LAND 40.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 53 OF LAND SURVEYS AT PAGE 22, SHASTA COUNTY RECORDS, FROM WHICH THE SOUTHWEST CORNER THEREOF BEARS NORTH



### Appendix 3: Conservation Easement

89°45'53" WEST, A DISTANCE OF 2,637.47 FEET (*SHOWN AS NORTH 88°42'35" WEST, 2,638.07 FEET ON SAID MAP*); THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 3, NORTH 89°45'53" WEST, A DISTANCE OF 1,784.17 FEET TO THE POINT OF INTERSECTION WITH AN EXISTING POLE LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID EXISTING POLE LINE NORTH 2°01'50" EAST, A DISTANCE OF 2,548.32 FEET; THENCE NORTH 5°53'30" WEST, A DISTANCE OF 1,462.01 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3, SAID POINT BEING THE **POINT OF TERMINATION**.

THE SIDELINES OF SAID 40.00-FOOT STRIP ARE TO BE LENGTHENED OR SHORTENED SO AS TO BEGIN AT THE SOUTHERLY LINE OF THE SOUTHWEST ONE-QUARTER AND TERMINATE AT THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 24:**

LCP ID #0047 PORTION

APN 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** A STRIP OF LAND 40.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 53 OF LAND SURVEYS AT PAGE 22, SHASTA COUNTY RECORDS, FROM WHICH THE SOUTHWEST CORNER THEREOF BEARS NORTH 89°45'53" WEST, A DISTANCE OF 2,637.47 FEET (*SHOWN AS NORTH 88°42'35" WEST, 2,638.07 FEET ON SAID MAP*); THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 3, NORTH 89°45'53" WEST, A DISTANCE OF 1,784.17 FEET TO THE POINT OF INTERSECTION WITH AN EXISTING POLE LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID EXISTING POLE LINE NORTH 2°01'50" EAST, A DISTANCE OF 2,548.32 FEET; THENCE NORTH 5°53'30" WEST, A DISTANCE OF 1,462.01 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3, SAID POINT BEING THE **POINT OF TERMINATION**.

### Appendix 3: Conservation Easement

THE SIDELINES OF SAID 40.00-FOOT STRIP ARE TO BE LENGTHENED OR SHORTENED SO AS TO BEGIN AT THE SOUTHERLY LINE OF THE SOUTHWEST ONE-QUARTER AND TERMINATE AT THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 25:**

LCP ID #0048 PORTION

APN 021-200-004 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 182, PAGE 106 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, AND THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 53 OF LAND SURVEYS AT PAGE 22, SHASTA COUNTY RECORDS, FROM WHICH THE SOUTHWEST CORNER THEREOF BEARS NORTH 89°45'53" WEST, A DISTANCE OF 2,637.47 FEET (*SHOWN AS NORTH 88°42'35" WEST, 2,638.07 FEET ON SAID MAP*); THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 3, NORTH 89°45'53" WEST, A DISTANCE OF 946.47 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 51°06'34" EAST, A DISTANCE OF 512.14 FEET;

THENCE NORTH 82°59'09" EAST, A DISTANCE OF 545.49 FEET;

THENCE NORTH 65°12'25" EAST, A DISTANCE OF 906.30 FEET;

THENCE NORTH 70°48'31" EAST, A DISTANCE OF 818.92 FEET;

THENCE SOUTH 75°03'34" EAST, A DISTANCE OF 601.06 FEET;

THENCE SOUTH 55°25'26" EAST, A DISTANCE OF 561.11 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF SAID SECTION 3, SAID POINT BEING THE **POINT OF TERMINATION**.

### Appendix 3: Conservation Easement

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 26:**

LCP ID #0050

APN 021-200-005 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 111, PAGE 486 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOT THREE (3) OF SECTION TWO (2), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 27:**

LCP ID #0051

APN 021-120-008 PORTION, 021-200-005 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 1 WEST AND IN THE SOUTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 134, PAGE 118 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOTS ONE (1) AND TWO (2) OF THE NORTHEAST QUARTER OF SECTION TWO (2), TOWNSHIP 36 NORTH, RANGE 1 WEST AND THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, ALL IN MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 28:**

LCP ID #0052

APN 021-120-008 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 111, PAGE 502 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

### Appendix 3: Conservation Easement

**PARCEL 29:**

LCP ID #0053

APN 021-120-008 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHEAST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER, AND THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 30:**

LCP ID #0054

APN 021-120-004 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTH ONE-HALF OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 232 OF PATENTS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER, AND THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION TWENTY-SIX (26), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 31:**

LCP ID #0055

APN 021-120-004 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION TWENTY-FIVE (25), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

### Appendix 3: Conservation Easement

**PARCEL 32:**

LCP ID #0056

APN 021-120-008 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 157, PAGE 438 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 33:**

LCP ID #0065

APN 021-200-021

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 172, PAGE 416 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 34:**

LCP ID #0067 PORTION

APN 021-200-022 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 140, PAGE 156 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE WEST ONE-HALF OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION TWELVE (12), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 30 OF LAND SURVEYS AT PAGE 72, SHASTA COUNTY RECORDS,

### Appendix 3: Conservation Easement

FROM WHICH THE NORTHWEST CORNER THEREOF BEARS NORTH 89°49'09" WEST, A DISTANCE OF 1,318.94 FEET (*SHOWN AS NORTH 89°43'40" WEST, 1,319.77 FEET*); THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST ONE-QUARTER, SOUTH 00°19'26" EAST, A DISTANCE OF 200.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID EASTERLY LINE, THE FOLLOWING COURSES:

SOUTH 89°49'09" EAST, A DISTANCE OF 285.53 FEET;

THENCE NORTH 22°57'11" EAST, A DISTANCE OF 491.12 FEET;

THENCE NORTH 68°52'33" EAST, A DISTANCE OF 602.07 FEET;

THENCE SOUTH 40°13'10" EAST, A DISTANCE OF 109.18 FEET;

THENCE EASTERLY, A DISTANCE OF 863.35 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 131°54'38";

THENCE NORTH 07°52'12" EAST, A DISTANCE OF 60.82 FEET;

THENCE NORTHEASTERLY, A DISTANCE OF 135.27 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 77°30'14";

THENCE NORTH 85°22'26" EAST, A DISTANCE OF 137.16 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 12, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 35:**

LCP ID #0068 PORTION

APN 021-200-032 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 12, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 73, PAGE 104 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER, THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, AND THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION TWELVE (12), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

### Appendix 3: Conservation Easement

**EXCEPTING THEREFROM** THE NORTHERLY 200.00 FEET OF THE EASTERLY 250.00 FEET OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12.

**PARCEL 36:**

LCP ID #0074 PORTION

APN 021-250-003 PORTION, 021-250-007 PORTION, 021-250-009 PORTION, 022-130-015, 027-020-005 PORTION, 027-020-014, 027-020-015, 027-110-011, 027-180-012, 027-280-006

THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF SHASTA, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS DESCRIBED IN THAT DEED RECORDED IN VOLUME 14 OF OFFICIAL RECORDS AT PAGE 220, SHASTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 AND 2 OF THE NORTHWEST ONE-QUARTER AND THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER AND THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

LOTS 1, 2, 7, 8, 9, AND 10, THE SOUTHWEST ONE-QUARTER, AND THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION ONE (1), LOTS 1, 2, 7, 8, AND 9, THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, AND THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION TWO (2); AND THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION TWELVE (12), ALL IN TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

ALL OF SECTION TWENTY-SIX (26) (**EXCEPT** THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER THEREOF), ALL OF SECTION THIRTY-FIVE (35), AND THE SOUTH ONE-HALF OF SECTION THIRTY-SIX (36), ALL IN TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THAT PORTION OF SAID SECTIONS TWENTY-SIX (26) AND THIRTY-FIVE (35) LYING WESTERLY OF THE CENTERLINE OF BIG BEND ROAD AND COVE ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 26 FROM WHICH THE NORTHEAST CORNER THEREOF BEARS SOUTH 89°44'48" EAST, A DISTANCE OF 5,343.73 FEET; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION TWENTY-SIX (26), SOUTH 89°44'48" EAST, A DISTANCE OF 1,654.17 FEET TO A POINT ON THE CENTERLINE OF BIG BEND ROAD, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG THE CENTERLINE OF BIG BEND ROAD THE FOLLOWING COURSES:

### Appendix 3: Conservation Easement

SOUTHERLY ALONG A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS SOUTH 69°20'42" EAST, A RADIAL DISTANCE OF 4,000.00 FEET THROUGH A CENTRAL ANGLE OF 03°01'08", A DISTANCE OF 210.77 FEET;

THENCE SOUTH 17°38'09" WEST, A DISTANCE OF 435.57 FEET;

THENCE SOUTH 18°43'15" WEST, A DISTANCE OF 817.62 FEET;

THENCE SOUTHERLY, A DISTANCE OF 82.20 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 06°43'40";

THENCE SOUTH 25°26'55" WEST, A DISTANCE OF 272.28 FEET;

THENCE SOUTHERLY, A DISTANCE OF 215.15 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 17°36'38";

THENCE SOUTH 07°50'17" WEST, A DISTANCE OF 119.14 FEET;

THENCE CONTINUING SOUTH 07°50'17" WEST, A DISTANCE OF 330.55 FEET;

THENCE SOUTH 09°47'30" WEST, A DISTANCE OF 737.21 FEET;

THENCE SOUTHERLY, A DISTANCE OF 386.04 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2,500.00 FEET AND A CENTRAL ANGLE OF 08°50'50";

THENCE SOUTHERLY, A DISTANCE OF 299.96 FEET ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 5,000.00 FEET AND A CENTRAL ANGLE OF 03°26'14";

THENCE SOUTHERLY, A DISTANCE OF 267.65 FEET ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,500.00 FEET AND A CENTRAL ANGLE OF 10°13'25";

THENCE SOUTH 25°25'31" WEST, A DISTANCE OF 343.59 FEET;

THENCE SOUTHERLY, A DISTANCE OF 158.11 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 09°03'32";

THENCE SOUTHERLY, A DISTANCE OF 634.87 FEET ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 2,500.00 FEET AND A CENTRAL ANGLE OF 14°33'01";

THENCE SOUTH 01°48'58" WEST, A DISTANCE OF 495.89 FEET;

THENCE SOUTH 00°36'57" WEST, A DISTANCE OF 365.42 FEET;

THENCE SOUTHERLY, A DISTANCE OF 182.51 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 10°27'26";

THENCE SOUTH 09°50'29" EAST, A DISTANCE OF 469.89 FEET;



### Appendix 3: Conservation Easement

THENCE SOUTH 09°13'32" EAST, A DISTANCE OF 428.71 FEET;

THENCE SOUTHERLY, A DISTANCE OF 267.65 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5,000.00 FEET AND A CENTRAL ANGLE OF 03°04'02";

THENCE SOUTH 06°09'31" EAST, A DISTANCE OF 357.88 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 528.64 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 48°51'12";

THENCE SOUTHEASTERLY, A DISTANCE OF 186.87 FEET ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,300.00 FEET AND A CENTRAL ANGLE OF 08°14'10";

THENCE SOUTH 46°46'32" EAST, A DISTANCE OF 150.99 FEET TO THE POINT OF INTERSECTION WITH COVE ROAD, THENCE ALONG THE CENTERLINE OF COVE ROAD THE FOLLOWING COURSES:

THENCE SOUTH 57°11'01" WEST, A DISTANCE OF 335.42 FEET;

THENCE SOUTHWESTERLY, A DISTANCE OF 152.19 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 29°03'57";

THENCE SOUTH 28°07'03" WEST, A DISTANCE OF 210.32 FEET;

THENCE SOUTHERLY, A DISTANCE OF 481.96 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 27°36'51";

THENCE SOUTH 00°30'13" WEST, A DISTANCE OF 211.23 FEET;

THENCE SOUTHERLY, A DISTANCE OF 96.53 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 11°03'41";

THENCE SOUTH 11°33'54" WEST, A DISTANCE OF 244.98 FEET TO THE POINT OF INTERSECTION WITH AN EXISTING LINE OF TOWERS, SAID POINT HEREINAFTER REFERRED TO AS **POINT "A"**;

THENCE SOUTH 11°33'54" WEST, A DISTANCE OF 177.60 FEET;

THENCE SOUTH 13°18'44" WEST, A DISTANCE OF 558.37 FEET;

THENCE SOUTHERLY, A DISTANCE OF 31.35 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,000.00 FEET AND A CENTRAL ANGLE OF 00°53'54" TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 35, SAID POINT BEING THE **POINT OF TERMINATION**.

**ALSO EXCEPTING THEREFROM**, A STRIP OF LAND 120.00 FEET WIDE, LYING WITHIN SAID SECTIONS 2 AND 35, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### Appendix 3: Conservation Easement

**BEGINNING** AT AFORESAID POINT "A"; THENCE ALONG SAID CENTERLINE LINE OF TOWERS THE FOLLOWING COURSES: SOUTH 88°40'15" EAST, A DISTANCE OF 749.00 FEET; THENCE SOUTH 68°13'05" EAST, A DISTANCE OF 4,367.56 FEET; THENCE SOUTH 88°55'27" EAST, A DISTANCE OF 158.14 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SECTION 2, SAID POINT BEING THE **POINT OF TERMINATION**.

**ALSO EXCEPTING THEREFROM** A PORTION OF SAID SECTIONS 26, 35 AND 36, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 1 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 64, SHASTA COUNTY RECORDS FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 36 BEARS NORTH 88°33'49" WEST, A DISTANCE OF 2,680.27 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 36, NORTH 88°33'49" WEST, A DISTANCE OF 2,573.28 FEET TO A POINT IN A LINE LYING WESTERLY 125.00 FEET AND PARALLEL WITH AN EXISTING TOWER LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE THE FOLLOWING THREE COURSES:

NORTH 09°06'12" WEST, A DISTANCE OF 2,699.01 FEET;

THENCE NORTH 00°09'17" WEST, A DISTANCE OF 4,379.15 FEET;

THENCE NORTH 20°38'59" EAST, A DISTANCE OF 882.77 FEET TO A POINT IN THE EASTERLY LINE OF SAID SECTION 26;

THENCE ALONG SAID EASTERLY LINE, SOUTH 00°13'43" EAST, A DISTANCE OF 2,515.22 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 26;

THENCE ALONG THE EASTERLY LINE OF SAID SECTION 35, SOUTH 00°10'56" WEST, A DISTANCE OF 2,663.44 FEET TO THE EAST ONE-QUARTER CORNER THEREOF;

THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 00°24'19" EAST, A DISTANCE OF 340.30 FEET TO A LINE LYING 125.00 FEET EASTERLY OF AND PARALLEL WITH SAID EXISTING TOWER LINE;

THENCE ALONG SAID PARALLEL LINE, SOUTH 09°06'12" EAST, A DISTANCE OF 2,387.73 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID SECTION 36;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 88°33'49" WEST, A DISTANCE OF 254.29 FEET TO THE **TRUE POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

### Appendix 3: Conservation Easement

**PARCEL 37:**

LCP ID #0083 PORTION

APN 027-060-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 15, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED IN THAT DEED RECORDED IN VOLUME 137, PAGE 363 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, DESCRIBED THEREIN AS FOLLOWS:

THE WEST HALF OF THE NORTHEAST ONE-QUARTER, THE NORTHWEST ONE-QUARTER AND THE SOUTH ONE-HALF OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE WESTERLY LINE OF SAID SECTION 15; THENCE SOUTH 39°39'21" EAST, A DISTANCE OF 760.58 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 15 BEARS NORTH 68°25'10" EAST, A DISTANCE OF 5,092.24 FEET;

THENCE SOUTH 86°10'30" EAST, A DISTANCE OF 724.91 FEET;

THENCE SOUTH 30°00'01" WEST, A DISTANCE OF 578.06 FEET;

THENCE SOUTH 83°38'25" EAST, A DISTANCE OF 918.12 FEET;

THENCE SOUTH 58°57'28" EAST, A DISTANCE OF 316.75 FEET;

THENCE SOUTH 39°27'08" EAST, A DISTANCE OF 1,702.98 FEET;

THENCE SOUTH 37°18'55" EAST, A DISTANCE OF 1,007.83 FEET;

THENCE SOUTH 25°12'46" EAST, A DISTANCE OF 833.71 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERLY LINE OF SAID SECTION 15, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

### Appendix 3: Conservation Easement

**PARCEL 38:**

LCP ID #0084

APN 027-260-002 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 104, PAGE 454 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION TEN (10), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 39:**

LCP ID #0085

APN 027-260-002 PORTION, 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 10 AND SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 131, PAGE 31 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION ELEVEN (11); AND THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER AND THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER AND THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION TEN (10), ALL IN TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 40:**

LCP ID #0086

APN 027-260-002 PORTION, 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 128, PAGE 113 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION TEN (10), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

### Appendix 3: Conservation Easement

**PARCEL 41:**

LCP ID #0087

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTH ONE-HALF OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 104, PAGE 454 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER AND THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM:**

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, TO HALCOMB PUBLIC CEMETERY DISTRICT, AS RECORDED IN BOOK 473, PAGE 423 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE 1-INCH IRON PIPE (MARKED R.E. 8700) IN THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, FROM WHICH A 1-INCH CAPPED IRON PIPE (MARKED R.E. 5438) MARKING THE NORTH ONE-QUARTER CORNER OF SAID SECTION ELEVEN (11), BEARS NORTH 18°16'47" WEST 2,782.50 FEET DISTANT AND RUNNING THENCE SOUTH 17°43' EAST 163.28 FEET TO A 1-INCH IRON PIPE (MARKED R.E.8700); THENCE SOUTH 84°19'45" WEST 85.34 FEET TO A 1-INCH IRON PIPE (MARKED R.E.8700); THENCE NORTH 5°30' WEST 155.43 FEET TO A 1-INCH IRON PIPE (MARKED R.E.8700); THENCE NORTH 79°31'45" EAST 50.98 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.247 ACRE AND BEING A PORTION OF SAID SECTION ELEVEN (11).

**PARCEL 42:**

LCP ID #0088

APN 027-260-003

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 35, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 110, PAGE 168 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

### Appendix 3: Conservation Easement

**PARCEL 43:**

LCP ID #0089

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 112, PAGE 266 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

A STRIP OF LAND UNIFORMLY 330 FEET WIDE AND 1,320 FEET LONG, BEING THE SOUTHERLY 10 ACRES OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 44:**

LCP ID #0090

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 41, PAGE 475 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 45:**

LCP ID #0091

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 127, PAGE 366 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN,

EXCEPTING THEREFROM THE SOUTHERLY 10 ACRES OF THE AFORESAID LOT, WHICH WERE CONVEYED BY EDWARD CONKLIN UNTO THE PARTY OF THE SECOND PART BY DEED BEARING THE DATE OF THE 20TH DAY OF AUGUST, 1912 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF SHASTA, IN VOLUME 112 OF DEEDS, AT PAGE 266.

### Appendix 3: Conservation Easement

**PARCEL 46:**

LCP ID #0092

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 104, PAGE 446 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**END OF DESCRIPTIONS.**

**EXHIBIT "A-1"** ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

*NOTE: THE INTENT IS TO MERGE ANY UNDERLYING PARCELS WITHIN THE LANDS DESCRIBED ABOVE, IF ANY.*

THESE DESCRIPTIONS WERE PREPARED BY ME:

*Jesse Lenaker*

---

JESSE J. LENAHER, L.S. 8515



**EXHIBIT B**

For the reference to the general depiction of the Property and "Property Maps" of the Property identifying the improvements existing on the Property as of the date of this Conservation Easement and various other natural features of the Property in Recital A, Paragraph 2 above, *see* Figure 5 of the Report described in **Section 4** above, a copy of which is on file with STATE and Grantee at their respective addresses.



**EXHIBIT C**

Form of Grant Deed

[Attached Behind this Page]

RECORDING REQUESTED BY AND RETURN TO:

STATE OF CALIFORNIA  
 Department of General Services  
 Real Property Services Division, Acquisition Unit  
 707 Third Street, 5<sup>th</sup> Floor, MS 505  
 West Sacramento, CA 95605

OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES  
 PURSUANT TO GOVERNMENT CODE SECTION 27383 AND  
 DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND  
 TAXATION CODE SECTION 11922

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD # 2436-01-10004

DEED

APN Nos. 021-120-004-000, 021-120-008-000, 021-200-002-000, 021-200-003-000, 021-200-004-000, 021-200-005-000, 021-200-021-000, 021-200-022-000, 021-200-032-000, 021-250-003-000, 021-250-007-000, 021-250-009-000, 021-270-010-000, 022-080-001-000, 022-080-002-000, 022-080-003-000, 022-080-012-000, 022-080-020-000, 022-110-001-000, 022-110-005-000, 022-130-015-000, 022-330-006-000, 022-330-011-000, 027-020-005-000, 027-020-014-000, 027-020-015-000, 027-060-001-000, 027-110-011-000, 027-180-012-000, 027-260-002-000, 027-260-003-000, 027-280-006-000, 022-090-002-000

## GRANT DEED AND RESERVATION OF RIGHTS

### I. CONVEYANCE OF FEE

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Grantor**"), does hereby grant to the STATE OF CALIFORNIA ("**STATE**"), all of its right, title, and interest in and to the real property situated in the unincorporated area of the County of Shasta, State of California ("**Property**"), described in Exhibit A attached hereto and by this reference incorporated herein, and shown on Exhibit A-1 attached hereto and by this reference incorporated herein.

### II. RECITALS

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

B. 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 ("**Stipulation**").

C. The Settlement Agreement and the Stipulation (collectively, "**Governing Documents**") require Grantor to ensure that approximately 140,000 acres of watershed lands, all

owned by Grantor (collectively, "**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 fee interests and/or conservation easements and to 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**."

D. Pursuant to the Governing Documents, the Pacific Forest and Watershed Lands Stewardship Council, a California non-profit public benefit corporation ("**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 ("**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.

E. Grantor has used and continues to use the Property for the purpose of generating and transmitting hydroelectric energy, managing and monitoring the flow of water over the existing waterways for consumptive and non-consumptive uses, conducting various biological and land use studies mandated by the Federal Energy Regulatory Commission ("**FERC**"), and for other purposes as described more fully in Section III below (collectively, "**Hydro Project Activities**"). Additionally, Grantor has used and continues to use the Property to erect, construct, reconstruct, replace, remove, operate, inspect, maintain and use facilities of the type hereinafter specified for the transformation, transmission and distribution of electric energy and for communication purposes (collectively "**Electric Activities**").

F. To facilitate the Hydro Project Activities and Electric Activities following the conveyance effected by this Grant Deed and Reservation of Rights (this "**Grant Deed**"), and the continued use, maintenance, repair and replacement of those existing and future facilities, structures and improvements now or hereafter located on, above, or under the Property, that are associated with the Hydro Project Activities and/or the Electric Activities, STATE, as grantor, and Grantor, as grantee, are executing and delivering that certain Utility Facility Access, Operation and Maintenance Easement of even date with this Grant Deed (the "**Utility Facility Access, Operation and Maintenance Easement**").

G. Consistent with the terms of the Governing Documents, Grantor and STATE acknowledge this conveyance, together with Utility Facility Access, Operation and Maintenance Easement and the Conservation Easement ("**Conservation Easement**") being entered into by STATE and Shasta Land Trust ("**SLT**") concurrently with this conveyance, is being made in the public interest with the intent to ensure the permanent protection of the beneficial public values on the Property as identified in the LCP while allowing the ongoing use of the Property by Grantor for hydroelectric operations, water delivery, and related activities, and acknowledging and honoring the existing third party uses.

### III. STATE ACCESS; RESERVATION OF RIGHTS; EASEMENT AGREEMENT

STATE shall have a non-exclusive right of surface access, ingress and egress to and from the Property over and across Adjacent Lands, by means of existing roads, lanes, and routes thereon, if such there be (collectively, the “**Existing Roads**”), otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor's Adjacent Lands, with the right to repair and maintain the Existing Roads and to construct, repair and maintain new roads, lanes, and routes (collectively, the “**New Roads**”) where no existing access exists (“**Access Rights**”). Access Rights to construct, repair or maintain New Roads or to repair or maintain Existing Roads may only be exercised after Grantor has obtained FERC approval for a specific project, repair or maintenance, subject to the plan submission requirements specified in section III.d, below. STATE's Access Rights shall only extend to portions of the Property that are only reasonably accessible by Adjacent Lands. “**Adjacent Lands**” means lands owned by Grantor that are contiguous to the Property, including lands excepted from the Property in Exhibit A.

STATE may allow SLT and any successor to SLT under the Conservation Easement to utilize the Access Rights but only for purposes of ingress and egress.

STATE acknowledges that the Adjacent Lands are a part of the FERC Project Nos. 233 & 2106 (“**Project**”), and when exercising the Access Rights on Project lands STATE agrees to abide by FERC regulations and approvals that Grantor is required to comply with on Project lands.

a. STATE's use of the Access Rights shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use.

b. STATE shall take all reasonable precautions to insure that the use of the Access Rights on Project lands will occur in a manner that will protect the scenic, recreational, and environmental values of the Project.

c. STATE shall not make use of the Access Rights in any way which would be incompatible with overall Project requirements or unduly restrict public access to Project waters.

d. Except in the case of emergencies, STATE must submit to Grantor plans as required by FERC at least six (6) months in advance of construction, repair, or maintenance work related to the exercise of the Access Rights to allow for PG&E review and submittal to FERC for any required approval. No proposed construction, repair, or maintenance work related to the Access Rights shall occur on Project lands until such approval is received from FERC. In the event of an emergency (wildfire, floods, earthquakes, etc.), STATE shall provide notice of such emergency work to Grantor within 24 hours of initiating emergency work, to allow Grantor to meet FERC notification requirements.

e. If the Project boundary is removed from the Adjacent Lands, then FERC approval will no longer be required, and the notification and approval process will change to the following:

Except in the case of emergencies, STATE must submit to Grantor, for review and approval, plans at least 90 days in advance of any proposed construction, repair, or maintenance

work related to the exercise of the Access Rights, which review and approval will not be unreasonably withheld or delayed. In the event of an emergency, STATE shall provide notice of such emergency work to Grantor within two (2) weeks of initiating such emergency work.

f. STATE shall be solely responsible for the repair of any damage caused by its exercise of the Access Rights, excluding fair wear and tear from normal usage (commercial use for logging shall not be considered normal usage). For so long as the roads, lanes, and routes, related to the Access Rights, shall exist in private ownership, Grantor and STATE and their respective successors and assigns, shall bear the expenses of the reasonable maintenance of the roads, lanes, and routes related to the Access Rights in proportion to their respective use. Reasonable maintenance shall include such work as is necessary to maintain said roads, lanes, and routes related to the Access Rights in their existing condition but shall not include the enlargement of or betterment of the Access Rights. STATE further agrees that any erosion or drainage problems caused by the exercise of the Access Rights by STATE shall be corrected by STATE without cost to Grantor and to the reasonable satisfaction of Grantor.

Notwithstanding the above, nothing herein shall impair or otherwise impede Grantor's right for continued use of the Adjacent Lands, including those Adjacent Lands containing the Access Rights, in all ways and for all purposes Grantor deems necessary to fulfill its obligations as licensee under FERC projects

Grantor expressly reserves 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 (including subsurface flow) which are now or hereafter located or flowing upon or abutting the Property.

Grantor and STATE acknowledge that the Utility Facility Access, Operation and Maintenance Easement shall be effective immediately upon the execution, delivery and effectiveness of this Grant Deed with the same force and effect as if the easement rights set forth in the Utility Facility Access, Operation and Maintenance Easement were expressly reserved by Grantor in this Grant Deed.

#### **IV. TERMS OF GRANT**

The conveyance by Grantor to STATE pursuant to this Grant Deed is subject to: (a) a lien securing payment of real estate taxes and assessments; (b) all matters that would be disclosed by a physical inspection or survey of the Property or that are actually known to STATE; and (c) all contracts, leases, licenses, covenants, conditions, easements, restrictions, liens, encumbrances and other exceptions of record or unrecorded.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the Property. All future conveyances of the fee interest in the Property shall be consistent with the terms of the Governing Documents. In accordance with Section 12b(4) of the Stipulation, STATE, and its successors and assigns shall not convey all or any portion of the fee interest in the Property to

any governmental entity, public agency, or Native American tribe without the prior written consent of the Grantor, which consent shall be in Grantor's sole discretion exercised in good faith.

## **V. MISCELLANEOUS**

If any provision of this Grant Deed shall be unenforceable or invalid, the same shall not affect the remaining provisions hereof and to this end the provisions hereof are intended to be and shall be severable.

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

The California Public Utilities Commission, in Decision No. \_\_\_\_\_, has approved transfer of the Property under State of California Public Utilities Code Section 851.

*[SIGNATURES FOLLOW ON NEXT PAGES]*

### Appendix 3: Conservation Easement

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed dated as of \_\_\_\_\_, \_\_\_\_.

Grantor:

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

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

**CERTIFICATE OF ACCEPTANCE**

This is to certify that, pursuant to Sections 15853 and 27281 of the California Government Code, the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, \_\_\_\_\_ from PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, to the STATE OF CALIFORNIA is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to the approval action by said Board and duly adopted on \_\_\_\_\_. The STATE consents to the recordation thereof by its duly authorized officer.

**ACCEPTED:**

STATE OF CALIFORNIA  
State Public Works Board

**By:** \_\_\_\_\_  
Michael McGinness, Deputy Director

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

**ACKNOWLEDGED:**

STATE OF CALIFORNIA  
Director, Department of General Services

**By:** \_\_\_\_\_  
Michael P. Butler, Chief  
Real Property Services Section

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



## Appendix 3: Conservation Easement

### **Exhibit A**

Legal Description of Property  
(Attached behind this Page)

**EXHIBIT A**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

**PARCEL 1:**

LCP ID #0013 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 145, PAGE 186 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION FIVE (5), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5; THENCE NORTH 89°11'13" WEST, A DISTANCE OF 1,688.28 FEET, MORE OR LESS, TO A POINT FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, BEARS SOUTH 54°46'45" EAST, A DISTANCE OF 3,653.19 FEET; THENCE SOUTH 46°08'51" WEST, A DISTANCE OF 143.40 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THAT PARCEL DESCRIBED IN VOLUME 206 OF OFFICIAL RECORDS AT PAGE 306, SHASTA COUNTY RECORDS, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 2:**

LCP ID #0014 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 128, PAGE 85 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION EIGHT (8), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

### Appendix 3: Conservation Easement

**EXCEPTING THEREFROM** ALL THAT PORTION LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 55°44'18" EAST, A DISTANCE OF 174.38 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 7, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, BEARS NORTH 67°23'28" WEST, A DISTANCE OF 1,581.20 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 232.24 FEET;

THENCE SOUTH 68°38'06" EAST, A DISTANCE OF 71.69 FEET;

THENCE SOUTH 33°07'19" EAST, A DISTANCE OF 140.89 FEET;

THENCE SOUTH 52°43'21" EAST, A DISTANCE OF 181.06 FEET;

THENCE SOUTH 73°36'50" EAST, A DISTANCE OF 156.50 FEET;

THENCE NORTH 78°27'52" EAST, A DISTANCE OF 97.31 FEET;

THENCE NORTH 44°36'08" EAST, A DISTANCE OF 114.37 FEET;

THENCE NORTH 80°06'34" EAST, A DISTANCE OF 161.79 FEET;

THENCE SOUTH 89°04'53" EAST, A DISTANCE OF 229.88 FEET;

THENCE NORTH 66°18'00" EAST, A DISTANCE OF 113.66 FEET;

THENCE NORTH 40°13'41" EAST, A DISTANCE OF 157.02 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 46.92 FEET;

THENCE SOUTH 25°23'36" EAST, A DISTANCE OF 152.26 FEET;

THENCE SOUTH 00°17'43" WEST, A DISTANCE OF 644.60 FEET;

THENCE SOUTH 89°59'50" EAST, A DISTANCE OF 1,254.02 FEET;

THENCE SOUTH 00°21'03" WEST, A DISTANCE OF 164.33 FEET;

THENCE SOUTH 65°06'44" EAST, A DISTANCE OF 1124.62 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 8, SAID POINT BEING THE **POINT OF TERMINATION**.

### Appendix 3: Conservation Easement

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 3:**

LCP ID #0015 PORTION

APN 022-080-001 PORTION, 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 5, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER, THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER, AND THE NORTHWEST ONE-QUARTER OF SECTION FIVE (5), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, THENCE ALONG THE SOUTHERLY LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5, NORTH 89°48'58" WEST, A DISTANCE OF 277.65 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 10°20'07" EAST, A DISTANCE OF 469.46 FEET, MORE OR LESS, TO A POINT FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5 BEARS SOUTH 22°41'05" EAST, A DISTANCE OF 501.53 FEET; THENCE SOUTH 84°29'45" WEST, A DISTANCE OF 574.48 FEET; THENCE NORTH 41°45'42" WEST, A DISTANCE OF 814.65 FEET TO A POINT IN THE WESTERLY LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 4:**

LCP ID #0016 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 144, PAGE 154 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA.

### Appendix 3: Conservation Easement

**EXCEPTING THEREFROM** ALL THAT PORTION DESCRIBED IN VOLUME 206, PAGE 306, OFFICIAL RECORDS OF SHASTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THAT CERTAIN PARCEL OF LAND, SITUATE IN SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, M.D.B. & M. , BOUNDED BY A LINE WHICH BEGINS AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY ROY HAYS ET AL, TO MT. SHASTA POWER CORPORATION BY DEED DATED NOVEMBER 3, 1919 AND RECORDED IN BOOK 144 OF DEEDS AT PAGE 154, RECORDS OF SAID SHASTA COUNTY, AND RUNS THENCE SOUTH 5°07'55" WEST, ALONG THE WESTERLY BOUNDARY LINE OF THE LAST MENTIONED PARCEL OF LAND, 1327.57 FEET TO THE SOUTHWEST CORNER OF THE LAST MENTIONED PARCEL OF LAND; THENCE SOUTH 89°50'29" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, 823.98 FEET; THENCE NORTH 2°10'16" EAST 1610.87 FEET THENCE NORTH 67°28' WEST 950.02 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 2°39'30" WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 648.62 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 89°27'18" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6, 141.32 FEET TO THE POINT OF BEGINNING, CONTAINING 33.593 ACRES.

**ALSO EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 89°11'13" WEST, A DISTANCE OF 1,688.28 FEET, MORE OR LESS, TO A POINT FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, BEARS SOUTH 54°46'45" EAST, A DISTANCE OF 3,653.19 FEET; THENCE SOUTH 46°08'51" WEST, A DISTANCE OF 143.40 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THAT PARCEL DESCRIBED IN VOLUME 206 OF OFFICIAL RECORDS AT PAGE 306, SHASTA COUNTY RECORDS, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

### Appendix 3: Conservation Easement

**PARCEL 5:**

LCP ID #0017 PORTION

APN 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 9, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 2, PAGE 471 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHEAST ONE-QUARTER AND NORTHEAST ONE-QUARTER OF NORTHWEST ONE-QUARTER OF SECTION NINE (9), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9, NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

### Appendix 3: Conservation Easement

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTHERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

#### **PARCEL 6:**

LCP ID #0018 PORTION

APN 022-110-005 PORTION, 022-080-020 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 9 AND SECTION 16, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 106, PAGE 549 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

ALL OF THE SOUTHEAST ONE-QUARTER OF SECTION NINE (9) LYING ON THE SOUTHERLY SIDE OF PIT RIVER; THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST

### Appendix 3: Conservation Easement

ONE-QUARTER, AND THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION SIXTEEN (16), ALL IN TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9 NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;



### Appendix 3: Conservation Easement

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST ONE-QUARTER, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 7:**

LCP ID #0022

APN 022-080-012

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 172, PAGE 416 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER AND THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION SEVEN (7), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

### Appendix 3: Conservation Easement

**PARCEL 8:**

LCP ID #0023 PORTION

APN 022-080-001 PORTION, 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THOSE LANDS DESCRIBED IN VOLUME 132, PAGE 337 OF DEEDS OF THE COUNTY OF SHASTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT IN THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8, THENCE SOUTH 51°48'04" EAST, A DISTANCE OF 1,636.30 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 8, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, BEARS NORTH 29°55'14" WEST, A DISTANCE OF 2,619.67 FEET; THENCE SOUTH 87°25'04" EAST, A DISTANCE OF 1,406.90 FEET TO THE EASTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8; THENCE ALONG SAID EASTERLY LINE NORTH 01°53'00" EAST, A DISTANCE OF 207.81 FEET; THENCE LEAVING SAID EASTERLY LINE, NORTH 06°49'59" WEST, A DISTANCE OF 1,027.68 FEET, MORE OR LESS, TO A POINT FROM WHICH SAID NORTH ONE-QUARTER CORNER BEARS NORTH 66°55'59" WEST, A DISTANCE OF 2,822.38 FEET; THENCE NORTH 54°37'44" EAST, A DISTANCE OF 195.66 FEET TO THE EASTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 8; THENCE ALONG SAID EASTERLY LINE, NORTH 01°53'00" EAST, A DISTANCE OF 1,181.97 FEET TO THE NORTHEAST CORNER OF SAID SECTION 8; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 8, SOUTH 86°08'11" WEST, A DISTANCE OF 2,801.49 FEET TO SAID NORTH ONE-QUARTER CORNER; THENCE ALONG THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8, SOUTH 00°56'45" EAST, A DISTANCE OF 1,258.81 FEET, MORE OR LESS, TO THE **POINT OF BEGINNING**.

**EXCEPTING THEREFROM** THOSE LANDS DESCRIBED IN A DEED APPROVED BY THE SECRETARY OF THE INTERIOR OF THE UNITED STATES OF AMERICA ON FEBRUARY 21, 1914, AND RECORDED IN THE INDIAN OFFICE DEED BOOK, INHERITED INDIAN LANDS, VOLUME 30, PAGE 237 IN THE OFFICE OF THE COMMISSIONER OF INDIAN AFFAIRS.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

### Appendix 3: Conservation Easement

**PARCEL 9:**

LCP ID #0024 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 144, PAGE 424 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION SIX (6), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION DESCRIBED IN VOLUME 206, PAGE 306, OFFICIAL RECORDS OF SHASTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THAT CERTAIN PARCEL OF LAND, SITUATE IN SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, M.D.B. & M. , BOUNDED BY A LINE WHICH BEGINS AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY ROY HAYS ET AL, TO MT. SHASTA POWER CORPORATION BY DEED DATED NOVEMBER 3, 1919 AND RECORDED IN BOOK 144 OF DEEDS AT PAGE 154, RECORDS OF SAID SHASTA COUNTY, AND RUNS THENCE SOUTH 5°07'55" WEST, ALONG THE WESTERLY BOUNDARY LINE OF THE LAST MENTIONED PARCEL OF LAND, 1327.57 FEET TO THE SOUTHWEST CORNER OF THE LAST MENTIONED PARCEL OF LAND; THENCE SOUTH 89°50'29" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, 823.98 FEET; THENCE NORTH 2°10'16" EAST 1610.87 FEET THENCE NORTH 67°28' WEST 950.02 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 2°39'30" WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 648.62 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 89°27'18" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6, 141.32 FEET TO THE POINT OF BEGINNING, CONTAINING 33.593 ACRES.

**PARCEL 10:**

LCP ID #0025 PORTION

APN 022-080-020 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 5, PAGE 216 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION NINE (9), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

### Appendix 3: Conservation Easement

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9 NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;

### Appendix 3: Conservation Easement

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST ONE-QUARTER, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 11:**

LCP ID #0028

APN 021-270-010

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 144, PAGE 86 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT THE ONE-QUARTER SECTION CORNER COMMON TO SECTION THIRTY-SIX (36), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AND SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN AND RUNNING THENCE SOUTH ALONG THE LINE COMMON TO THE ABOVE MENTIONED SECTIONS 500 FEET; THENCE AT A RIGHT ANGLE WEST 900 FEET; THENCE AT A RIGHT ANGLE NORTH 500 FEET TO THE LINE DIVIDING THE NORTH ONE-HALF OF SAID SECTION THIRTY-SIX (36) FROM THE SOUTH ONE-HALF OF SAID SECTION THIRTY-SIX (36); AND THENCE EASTERLY ALONG SAID LAST MENTIONED LINE 900 FEET TO THE POINT OF BEGINNING AND BEING A PORTION OF THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION THIRTY-SIX (36) AFORESAID.

### Appendix 3: Conservation Easement

**PARCEL 12:**

LCP ID #0029

APN 022-330-006 PORTION, 022-330-011 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER; THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER; THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER; AND THE EAST HALF OF THE SOUTHWEST ONE-QUARTER; ALL IN SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM THE FOLLOWING:**

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY A CALIFORNIA CORPORATION TO THE UNITED STATES OF AMERICA, AS RECORDED IN BOOK 2457, PAGE 358 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY A CALIFORNIA CORPORATION TO INDIAN SPRINGS SCHOOL DISTRICT OF SHASTA COUNTY, AS RECORDED IN BOOK 439, PAGE 301 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM MT. SHASTA POWER CORPORATION TO GEORGE GRIDER AND ANNIE L. GRIDER, HIS WIFE, AS RECORDED IN BOOK 146, PAGE 316 OF DEED RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM MT. SHASTA POWER CORPORATION TO GEORGE GRIDER AND ANNIE L. GRIDER, HIS WIFE, AS RECORDED IN BOOK 157, PAGE 325 OF DEED RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY A CALIFORNIA CORPORATION TO INDIAN SPRINGS SCHOOL DISTRICT OF SHASTA COUNTY, AS RECORDED IN BOOK 2850, PAGE 574 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA.

### Appendix 3: Conservation Easement

**PARCEL 13:**

LCP ID #0030

APN 022-330-011 PORTION, 022-330-006 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 149, PAGE 166 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 14:**

LCP ID #0031

APN 022-330-006 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 151, PAGE 482 OF DEEDS, OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY BOUNDARY LINE OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, FROM WHICH AN OAK POST IDENTIFIED AS THE WEST ONE-QUARTER CORNER OF SAID SECTION THIRTY-ONE (31), BEARS SOUTH 72°42' WEST 1,162.0 FEET DISTANT AND RUNNING THENCE ALONG SAID NORTHERLY BOUNDARY LINE NORTH 89°26 1/4' EAST 1,204.3 FEET; THENCE LEAVING SAID NORTHERLY BOUNDARY LINE NORTH 55°45' WEST 135.9 FEET; THENCE SOUTH 85°17 1/2' WEST 161.6 FEET; THENCE NORTH 81°57 1/2' WEST 139.1 FEET; THENCE NORTH 71°40 1/2' WEST 96.4 FEET; THENCE NORTH 77°56' WEST 133.2 FEET; THENCE SOUTH 74°07' WEST 212.1 FEET; THENCE SOUTH 78°39 1/2' WEST 302.1 FEET; THENCE SOUTH 63°41' WEST 79.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**PARCEL 15:**

LCP ID #0032

APN 022-330-006 PORTION, 022-330-011 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION THIRTY-ONE (31) AND SECTION THIRTY-TWO (32), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 226 OF PATENTS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION THIRTY-ONE (31) AND THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST

### Appendix 3: Conservation Easement

ONE-QUARTER OF SECTION THIRTY-TWO (32) ALL IN TOWNSHIP 37 NORTH,  
RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN,

**ALSO**, ALL THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF THE  
SOUTHEAST ONE-QUARTER OF SAID SECTION THIRTY-ONE (31), LYING  
WESTERLY OF THAT PARCEL AS RECORDED IN BOOK 805, PAGE 356 OF OFFICIAL  
RECORDS OF THE COUNTY OF SHASTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE THREE-QUARTER INCH PIPE IN A ROCK MOUND MARKING  
THE SOUTHEAST CORNER OF SAID SECTION THIRTY-ONE (31), AND RUNNING  
THENCE NORTH 5°07'30" WEST 1,305.3 FEET ALONG THE EASTERLY BOUNDARY  
LINE OF SAID SECTION THIRTY-ONE (31) TO A POINT IN A FENCE;  
THENCE NORTH 88°28' WEST 146.4 FEET ALONG SAID FENCE TO A POINT IN A  
FENCE WHICH EXTENDS IN A NORTHERLY AND SOUTHERLY DIRECTION;  
THENCE SOUTH 0°58'30" WEST 1,309.4 FEET ALONG THE LAST MENTIONED FENCE  
AND ITS SOUTHERLY PROLONGATION TO A POINT IN THE SOUTHERLY  
BOUNDARY LINE OF SAID SECTION THIRTY-ONE (31); THENCE NORTH 88°57'30"  
EAST 285.3 FEET, MORE OR LESS, ALONG THE SOUTHERLY BOUNDARY LINE OF  
SAID SECTION THIRTY-ONE (31) TO THE POINT OF BEGINNING AND BEING A  
PORTION OF SAID SECTION THIRTY-ONE (31).

**PARCEL 16:**

LCP ID #0033

APN 022-090-002 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF  
SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN,  
AS RECORDED IN VOLUME 139, PAGE 378 OF DEEDS OF THE COUNTY OF SHASTA, STATE  
OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOT FIVE (5) OF SECTION SIX (6), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT  
DIABLO BASE AND MERIDIAN.

**PARCEL 17:**

LCP ID #0034

APN 022-110-001

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF  
SECTION 18, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND  
MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 220 OF OFFICIAL RECORDS OF THE  
COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED  
THEREIN AS FOLLOWS:

LOTS 1 AND 2 OF THE NORTHWEST ONE-QUARTER AND THE EAST ONE-HALF OF  
THE NORTHWEST ONE-QUARTER OF SECTION EIGHTEEN (18), TOWNSHIP 36  
NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.



### Appendix 3: Conservation Easement

**PARCEL 18:**

LCP ID #0038 PORTION

APN 022-080-002 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 5, SECTION 7, AND SECTION 8 OF TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 126, PAGE 311 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION FIVE (5), THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION SEVEN (7), AND THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION EIGHT (8), ALL IN TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5.

**ALSO EXCEPTING THEREFROM** THOSE PORTIONS OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7 AND THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 8 LYING NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7; THENCE NORTH 55°44'18" EAST, A DISTANCE OF 174.38 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 7, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, BEARS NORTH 67°23'28" WEST, A DISTANCE OF 1,581.20 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 232.24 FEET;

THENCE SOUTH 68°38'06" EAST, A DISTANCE OF 71.69 FEET;

THENCE SOUTH 33°07'19" EAST, A DISTANCE OF 140.89 FEET;

THENCE SOUTH 52°43'21" EAST, A DISTANCE OF 181.06 FEET;

THENCE SOUTH 73°36'50" EAST, A DISTANCE OF 156.50 FEET;

THENCE NORTH 78°27'52" EAST, A DISTANCE OF 97.31 FEET;

THENCE NORTH 44°36'08" EAST, A DISTANCE OF 114.37 FEET;

THENCE NORTH 80°06'34" EAST, A DISTANCE OF 161.79 FEET;

THENCE SOUTH 89°04'53" EAST, A DISTANCE OF 229.88 FEET;

### Appendix 3: Conservation Easement

THENCE NORTH 66°18'00" EAST, A DISTANCE OF 113.66 FEET;

THENCE NORTH 40°13'41" EAST, A DISTANCE OF 157.02 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 46.92 FEET;

THENCE SOUTH 25°23'36" EAST, A DISTANCE OF 152.26 FEET;

THENCE SOUTH 00°17'43" WEST, A DISTANCE OF 644.60 FEET;

THENCE SOUTH 89°59'50" EAST, A DISTANCE OF 1,254.02 FEET;

THENCE SOUTH 00°21'03" WEST, A DISTANCE OF 164.33 FEET;

THENCE SOUTH 65°06'44" EAST, A DISTANCE OF 1124.62 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8, SAID POINT BEING THE **POINT OF TERMINATION**.

**ALSO EXCEPTING THEREFROM** THAT PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 8, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, THENCE ALONG THE NORTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8 NORTH 89°48'58" WEST, A DISTANCE OF 277.65 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 10°20'07" WEST, A DISTANCE OF 910.89 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 8 BEARS NORTH 26°13'44" EAST, A DISTANCE OF 997.98 FEET; THENCE SOUTH 51°48'04" EAST, A DISTANCE OF 587.68 FEET TO A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

### Appendix 3: Conservation Easement

**PARCEL 19:**

LCP ID #0041 PORTION

APN 022-080-020 PORTION, 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE WEST ONE-HALF OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION NINE (9), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9 NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;

### Appendix 3: Conservation Easement

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST ONE-QUARTER, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 20:**

LCP ID #0043

APN 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 157, PAGE 438 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

### Appendix 3: Conservation Easement

THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 21:**

LCP ID #0044

APN 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE EAST ONE-HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, AND THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 22:**

LCP ID #0045

APN 021-200-005 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 104, PAGE 457 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOT FOUR (4) OF SECTION TWO (2), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 23:**

LCP ID #0046 PORTION

APN 021-200-002, 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE WEST ONE-HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 222 OF PATENTS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** A STRIP OF LAND 40.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 53 OF LAND SURVEYS AT PAGE 22, SHASTA COUNTY RECORDS, FROM WHICH THE SOUTHWEST CORNER THEREOF BEARS NORTH

### Appendix 3: Conservation Easement

89°45'53" WEST, A DISTANCE OF 2,637.47 FEET (*SHOWN AS NORTH 88°42'35" WEST, 2,638.07 FEET ON SAID MAP*); THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 3, NORTH 89°45'53" WEST, A DISTANCE OF 1,784.17 FEET TO THE POINT OF INTERSECTION WITH AN EXISTING POLE LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID EXISTING POLE LINE NORTH 2°01'50" EAST, A DISTANCE OF 2,548.32 FEET; THENCE NORTH 5°53'30" WEST, A DISTANCE OF 1,462.01 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3, SAID POINT BEING THE **POINT OF TERMINATION**.

THE SIDELINES OF SAID 40.00-FOOT STRIP ARE TO BE LENGTHENED OR SHORTENED SO AS TO BEGIN AT THE SOUTHERLY LINE OF THE SOUTHWEST ONE-QUARTER AND TERMINATE AT THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 24:**

LCP ID #0047 PORTION

APN 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** A STRIP OF LAND 40.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 53 OF LAND SURVEYS AT PAGE 22, SHASTA COUNTY RECORDS, FROM WHICH THE SOUTHWEST CORNER THEREOF BEARS NORTH 89°45'53" WEST, A DISTANCE OF 2,637.47 FEET (*SHOWN AS NORTH 88°42'35" WEST, 2,638.07 FEET ON SAID MAP*); THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 3, NORTH 89°45'53" WEST, A DISTANCE OF 1,784.17 FEET TO THE POINT OF INTERSECTION WITH AN EXISTING POLE LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID EXISTING POLE LINE NORTH 2°01'50" EAST, A DISTANCE OF 2,548.32 FEET; THENCE NORTH 5°53'30" WEST, A DISTANCE OF 1,462.01 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3, SAID POINT BEING THE **POINT OF TERMINATION**.

### Appendix 3: Conservation Easement

THE SIDELINES OF SAID 40.00-FOOT STRIP ARE TO BE LENGTHENED OR SHORTENED SO AS TO BEGIN AT THE SOUTHERLY LINE OF THE SOUTHWEST ONE-QUARTER AND TERMINATE AT THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 25:**

LCP ID #0048 PORTION

APN 021-200-004 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 182, PAGE 106 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, AND THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 53 OF LAND SURVEYS AT PAGE 22, SHASTA COUNTY RECORDS, FROM WHICH THE SOUTHWEST CORNER THEREOF BEARS NORTH 89°45'53" WEST, A DISTANCE OF 2,637.47 FEET (*SHOWN AS NORTH 88°42'35" WEST, 2,638.07 FEET ON SAID MAP*); THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 3, NORTH 89°45'53" WEST, A DISTANCE OF 946.47 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 51°06'34" EAST, A DISTANCE OF 512.14 FEET;

THENCE NORTH 82°59'09" EAST, A DISTANCE OF 545.49 FEET;

THENCE NORTH 65°12'25" EAST, A DISTANCE OF 906.30 FEET;

THENCE NORTH 70°48'31" EAST, A DISTANCE OF 818.92 FEET;

THENCE SOUTH 75°03'34" EAST, A DISTANCE OF 601.06 FEET;

THENCE SOUTH 55°25'26" EAST, A DISTANCE OF 561.11 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF SAID SECTION 3, SAID POINT BEING THE **POINT OF TERMINATION**.

### Appendix 3: Conservation Easement

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 26:**

LCP ID #0050

APN 021-200-005 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 111, PAGE 486 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOT THREE (3) OF SECTION TWO (2), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 27:**

LCP ID #0051

APN 021-120-008 PORTION, 021-200-005 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 1 WEST AND IN THE SOUTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 134, PAGE 118 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOTS ONE (1) AND TWO (2) OF THE NORTHEAST QUARTER OF SECTION TWO (2), TOWNSHIP 36 NORTH, RANGE 1 WEST AND THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, ALL IN MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 28:**

LCP ID #0052

APN 021-120-008 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 111, PAGE 502 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.



### Appendix 3: Conservation Easement

**PARCEL 29:**

LCP ID #0053

APN 021-120-008 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHEAST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER, AND THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 30:**

LCP ID #0054

APN 021-120-004 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTH ONE-HALF OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 232 OF PATENTS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER, AND THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION TWENTY-SIX (26), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 31:**

LCP ID #0055

APN 021-120-004 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION TWENTY-FIVE (25), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

### Appendix 3: Conservation Easement

**PARCEL 32:**

LCP ID #0056

APN 021-120-008 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 157, PAGE 438 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 33:**

LCP ID #0065

APN 021-200-021

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 172, PAGE 416 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 34:**

LCP ID #0067 PORTION

APN 021-200-022 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 140, PAGE 156 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE WEST ONE-HALF OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION TWELVE (12), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 30 OF LAND SURVEYS AT PAGE 72, SHASTA COUNTY RECORDS,

### Appendix 3: Conservation Easement

FROM WHICH THE NORTHWEST CORNER THEREOF BEARS NORTH 89°49'09" WEST, A DISTANCE OF 1,318.94 FEET (*SHOWN AS NORTH 89°43'40" WEST, 1,319.77 FEET*); THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST ONE-QUARTER, SOUTH 00°19'26" EAST, A DISTANCE OF 200.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID EASTERLY LINE, THE FOLLOWING COURSES:

SOUTH 89°49'09" EAST, A DISTANCE OF 285.53 FEET;

THENCE NORTH 22°57'11" EAST, A DISTANCE OF 491.12 FEET;

THENCE NORTH 68°52'33" EAST, A DISTANCE OF 602.07 FEET;

THENCE SOUTH 40°13'10" EAST, A DISTANCE OF 109.18 FEET;

THENCE EASTERLY, A DISTANCE OF 863.35 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 131°54'38";

THENCE NORTH 07°52'12" EAST, A DISTANCE OF 60.82 FEET;

THENCE NORTHEASTERLY, A DISTANCE OF 135.27 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 77°30'14";

THENCE NORTH 85°22'26" EAST, A DISTANCE OF 137.16 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 12, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 35:**

LCP ID #0068 PORTION

APN 021-200-032 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 12, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 73, PAGE 104 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER, THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, AND THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION TWELVE (12), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

### Appendix 3: Conservation Easement

**EXCEPTING THEREFROM** THE NORTHERLY 200.00 FEET OF THE EASTERLY 250.00 FEET OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12.

**PARCEL 36:**

LCP ID #0074 PORTION

APN 021-250-003 PORTION, 021-250-007 PORTION, 021-250-009 PORTION,  
022-130-015, 027-020-005 PORTION, 027-020-014, 027-020-015, 027-110-011,  
027-180-012, 027-280-006

THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF SHASTA, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS DESCRIBED IN THAT DEED RECORDED IN VOLUME 14 OF OFFICIAL RECORDS AT PAGE 220, SHASTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 AND 2 OF THE NORTHWEST ONE-QUARTER AND THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER AND THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

LOTS 1, 2, 7, 8, 9, AND 10, THE SOUTHWEST ONE-QUARTER, AND THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION ONE (1), LOTS 1, 2, 7, 8, AND 9, THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, AND THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION TWO (2); AND THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION TWELVE (12), ALL IN TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

ALL OF SECTION TWENTY-SIX (26) (**EXCEPT** THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER THEREOF), ALL OF SECTION THIRTY-FIVE (35), AND THE SOUTH ONE-HALF OF SECTION THIRTY-SIX (36), ALL IN TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THAT PORTION OF SAID SECTIONS TWENTY-SIX (26) AND THIRTY-FIVE (35) LYING WESTERLY OF THE CENTERLINE OF BIG BEND ROAD AND COVE ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 26 FROM WHICH THE NORTHEAST CORNER THEREOF BEARS SOUTH 89°44'48" EAST, A DISTANCE OF 5,343.73 FEET; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION TWENTY-SIX (26), SOUTH 89°44'48" EAST, A DISTANCE OF 1,654.17 FEET TO A POINT ON THE CENTERLINE OF BIG BEND ROAD, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG THE CENTERLINE OF BIG BEND ROAD THE FOLLOWING COURSES:

### Appendix 3: Conservation Easement

SOUTHERLY ALONG A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS SOUTH 69°20'42" EAST, A RADIAL DISTANCE OF 4,000.00 FEET THROUGH A CENTRAL ANGLE OF 03°01'08", A DISTANCE OF 210.77 FEET;

THENCE SOUTH 17°38'09" WEST, A DISTANCE OF 435.57 FEET;

THENCE SOUTH 18°43'15" WEST, A DISTANCE OF 817.62 FEET;

THENCE SOUTHERLY, A DISTANCE OF 82.20 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 06°43'40";

THENCE SOUTH 25°26'55" WEST, A DISTANCE OF 272.28 FEET;

THENCE SOUTHERLY, A DISTANCE OF 215.15 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 17°36'38";

THENCE SOUTH 07°50'17" WEST, A DISTANCE OF 119.14 FEET;

THENCE CONTINUING SOUTH 07°50'17" WEST, A DISTANCE OF 330.55 FEET;

THENCE SOUTH 09°47'30" WEST, A DISTANCE OF 737.21 FEET;

THENCE SOUTHERLY, A DISTANCE OF 386.04 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2,500.00 FEET AND A CENTRAL ANGLE OF 08°50'50";

THENCE SOUTHERLY, A DISTANCE OF 299.96 FEET ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 5,000.00 FEET AND A CENTRAL ANGLE OF 03°26'14";

THENCE SOUTHERLY, A DISTANCE OF 267.65 FEET ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,500.00 FEET AND A CENTRAL ANGLE OF 10°13'25";

THENCE SOUTH 25°25'31" WEST, A DISTANCE OF 343.59 FEET;

THENCE SOUTHERLY, A DISTANCE OF 158.11 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 09°03'32";

THENCE SOUTHERLY, A DISTANCE OF 634.87 FEET ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 2,500.00 FEET AND A CENTRAL ANGLE OF 14°33'01";

THENCE SOUTH 01°48'58" WEST, A DISTANCE OF 495.89 FEET;

THENCE SOUTH 00°36'57" WEST, A DISTANCE OF 365.42 FEET;

THENCE SOUTHERLY, A DISTANCE OF 182.51 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 10°27'26";

THENCE SOUTH 09°50'29" EAST, A DISTANCE OF 469.89 FEET;

### Appendix 3: Conservation Easement

THENCE SOUTH 09°13'32" EAST, A DISTANCE OF 428.71 FEET;

THENCE SOUTHERLY, A DISTANCE OF 267.65 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5,000.00 FEET AND A CENTRAL ANGLE OF 03°04'02";

THENCE SOUTH 06°09'31" EAST, A DISTANCE OF 357.88 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 528.64 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 48°51'12";

THENCE SOUTHEASTERLY, A DISTANCE OF 186.87 FEET ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,300.00 FEET AND A CENTRAL ANGLE OF 08°14'10";

THENCE SOUTH 46°46'32" EAST, A DISTANCE OF 150.99 FEET TO THE POINT OF INTERSECTION WITH COVE ROAD, THENCE ALONG THE CENTERLINE OF COVE ROAD THE FOLLOWING COURSES:

THENCE SOUTH 57°11'01" WEST, A DISTANCE OF 335.42 FEET;

THENCE SOUTHWESTERLY, A DISTANCE OF 152.19 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 29°03'57";

THENCE SOUTH 28°07'03" WEST, A DISTANCE OF 210.32 FEET;

THENCE SOUTHERLY, A DISTANCE OF 481.96 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 27°36'51";

THENCE SOUTH 00°30'13" WEST, A DISTANCE OF 211.23 FEET;

THENCE SOUTHERLY, A DISTANCE OF 96.53 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 11°03'41";

THENCE SOUTH 11°33'54" WEST, A DISTANCE OF 244.98 FEET TO THE POINT OF INTERSECTION WITH AN EXISTING LINE OF TOWERS, SAID POINT HEREINAFTER REFERRED TO AS **POINT "A"**;

THENCE SOUTH 11°33'54" WEST, A DISTANCE OF 177.60 FEET;

THENCE SOUTH 13°18'44" WEST, A DISTANCE OF 558.37 FEET;

THENCE SOUTHERLY, A DISTANCE OF 31.35 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,000.00 FEET AND A CENTRAL ANGLE OF 00°53'54" TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 35, SAID POINT BEING THE **POINT OF TERMINATION**.

**ALSO EXCEPTING THEREFROM**, A STRIP OF LAND 120.00 FEET WIDE, LYING WITHIN SAID SECTIONS 2 AND 35, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### Appendix 3: Conservation Easement

**BEGINNING AT AFORESAID POINT "A"; THENCE ALONG SAID CENTERLINE LINE OF TOWERS THE FOLLOWING COURSES: SOUTH 88°40'15" EAST, A DISTANCE OF 749.00 FEET; THENCE SOUTH 68°13'05" EAST, A DISTANCE OF 4,367.56 FEET; THENCE SOUTH 88°55'27" EAST, A DISTANCE OF 158.14 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SECTION 2, SAID POINT BEING THE **POINT OF TERMINATION**.**

**ALSO EXCEPTING THEREFROM A PORTION OF SAID SECTIONS 26, 35 AND 36, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 1 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 64, SHASTA COUNTY RECORDS FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 36 BEARS NORTH 88°33'49" WEST, A DISTANCE OF 2,680.27 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 36, NORTH 88°33'49" WEST, A DISTANCE OF 2,573.28 FEET TO A POINT IN A LINE LYING WESTERLY 125.00 FEET AND PARALLEL WITH AN EXISTING TOWER LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;**

THENCE ALONG SAID PARALLEL LINE THE FOLLOWING THREE COURSES:

NORTH 09°06'12" WEST, A DISTANCE OF 2,699.01 FEET;

THENCE NORTH 00°09'17" WEST, A DISTANCE OF 4,379.15 FEET;

THENCE NORTH 20°38'59" EAST, A DISTANCE OF 882.77 FEET TO A POINT IN THE EASTERLY LINE OF SAID SECTION 26;

THENCE ALONG SAID EASTERLY LINE, SOUTH 00°13'43" EAST, A DISTANCE OF 2,515.22 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 26;

THENCE ALONG THE EASTERLY LINE OF SAID SECTION 35, SOUTH 00°10'56" WEST, A DISTANCE OF 2,663.44 FEET TO THE EAST ONE-QUARTER CORNER THEREOF;

THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 00°24'19" EAST, A DISTANCE OF 340.30 FEET TO A LINE LYING 125.00 FEET EASTERLY OF AND PARALLEL WITH SAID EXISTING TOWER LINE;

THENCE ALONG SAID PARALLEL LINE, SOUTH 09°06'12" EAST, A DISTANCE OF 2,387.73 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID SECTION 36;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 88°33'49" WEST, A DISTANCE OF 254.29 FEET TO THE **TRUE POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

### Appendix 3: Conservation Easement

**PARCEL 37:**

LCP ID #0083 PORTION

APN 027-060-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 15, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED IN THAT DEED RECORDED IN VOLUME 137, PAGE 363 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, DESCRIBED THEREIN AS FOLLOWS:

THE WEST HALF OF THE NORTHEAST ONE-QUARTER, THE NORTHWEST ONE-QUARTER AND THE SOUTH ONE-HALF OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE WESTERLY LINE OF SAID SECTION 15; THENCE SOUTH 39°39'21" EAST, A DISTANCE OF 760.58 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 15 BEARS NORTH 68°25'10" EAST, A DISTANCE OF 5,092.24 FEET;

THENCE SOUTH 86°10'30" EAST, A DISTANCE OF 724.91 FEET;

THENCE SOUTH 30°00'01" WEST, A DISTANCE OF 578.06 FEET;

THENCE SOUTH 83°38'25" EAST, A DISTANCE OF 918.12 FEET;

THENCE SOUTH 58°57'28" EAST, A DISTANCE OF 316.75 FEET;

THENCE SOUTH 39°27'08" EAST, A DISTANCE OF 1,702.98 FEET;

THENCE SOUTH 37°18'55" EAST, A DISTANCE OF 1,007.83 FEET;

THENCE SOUTH 25°12'46" EAST, A DISTANCE OF 833.71 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERLY LINE OF SAID SECTION 15, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.



### Appendix 3: Conservation Easement

**PARCEL 38:**

LCP ID #0084

APN 027-260-002 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 104, PAGE 454 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION TEN (10), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 39:**

LCP ID #0085

APN 027-260-002 PORTION, 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 10 AND SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 131, PAGE 31 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION ELEVEN (11); AND THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER AND THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER AND THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION TEN (10), ALL IN TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 40:**

LCP ID #0086

APN 027-260-002 PORTION, 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 128, PAGE 113 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION TEN (10), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

### Appendix 3: Conservation Easement

**PARCEL 41:**

LCP ID #0087

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTH ONE-HALF OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 104, PAGE 454 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER AND THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM:**

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, TO HALCOMB PUBLIC CEMETERY DISTRICT, AS RECORDED IN BOOK 473, PAGE 423 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE 1-INCH IRON PIPE (MARKED R.E. 8700) IN THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, FROM WHICH A 1-INCH CAPPED IRON PIPE (MARKED R.E. 5438) MARKING THE NORTH ONE-QUARTER CORNER OF SAID SECTION ELEVEN (11), BEARS NORTH 18°16'47" WEST 2,782.50 FEET DISTANT AND RUNNING THENCE SOUTH 17°43' EAST 163.28 FEET TO A 1-INCH IRON PIPE (MARKED R.E.8700); THENCE SOUTH 84°19'45" WEST 85.34 FEET TO A 1-INCH IRON PIPE (MARKED R.E.8700); THENCE NORTH 5°30' WEST 155.43 FEET TO A 1-INCH IRON PIPE (MARKED R.E.8700); THENCE NORTH 79°31'45" EAST 50.98 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.247 ACRE AND BEING A PORTION OF SAID SECTION ELEVEN (11).

**PARCEL 42:**

LCP ID #0088

APN 027-260-003

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 35, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 110, PAGE 168 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

### Appendix 3: Conservation Easement

**PARCEL 43:**

LCP ID #0089

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 112, PAGE 266 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

A STRIP OF LAND UNIFORMLY 330 FEET WIDE AND 1,320 FEET LONG, BEING THE SOUTHERLY 10 ACRES OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 44:**

LCP ID #0090

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 41, PAGE 475 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 45:**

LCP ID #0091

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 127, PAGE 366 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN,

EXCEPTING THEREFROM THE SOUTHERLY 10 ACRES OF THE AFORESAID LOT, WHICH WERE CONVEYED BY EDWARD CONKLIN UNTO THE PARTY OF THE SECOND PART BY DEED BEARING THE DATE OF THE 20TH DAY OF AUGUST, 1912 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF SHASTA, IN VOLUME 112 OF DEEDS, AT PAGE 266.

### Appendix 3: Conservation Easement

**PARCEL 46:**

LCP ID #0092

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 104, PAGE 446 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**END OF DESCRIPTIONS.**

**EXHIBIT "A-1"** ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

*NOTE: THE INTENT IS TO MERGE ANY UNDERLYING PARCELS WITHIN THE LANDS DESCRIBED ABOVE, IF ANY.*

THESE DESCRIPTIONS WERE PREPARED BY ME:

*Jesse Lenaker*

---

JESSE J. LENAHER, L.S. 8515



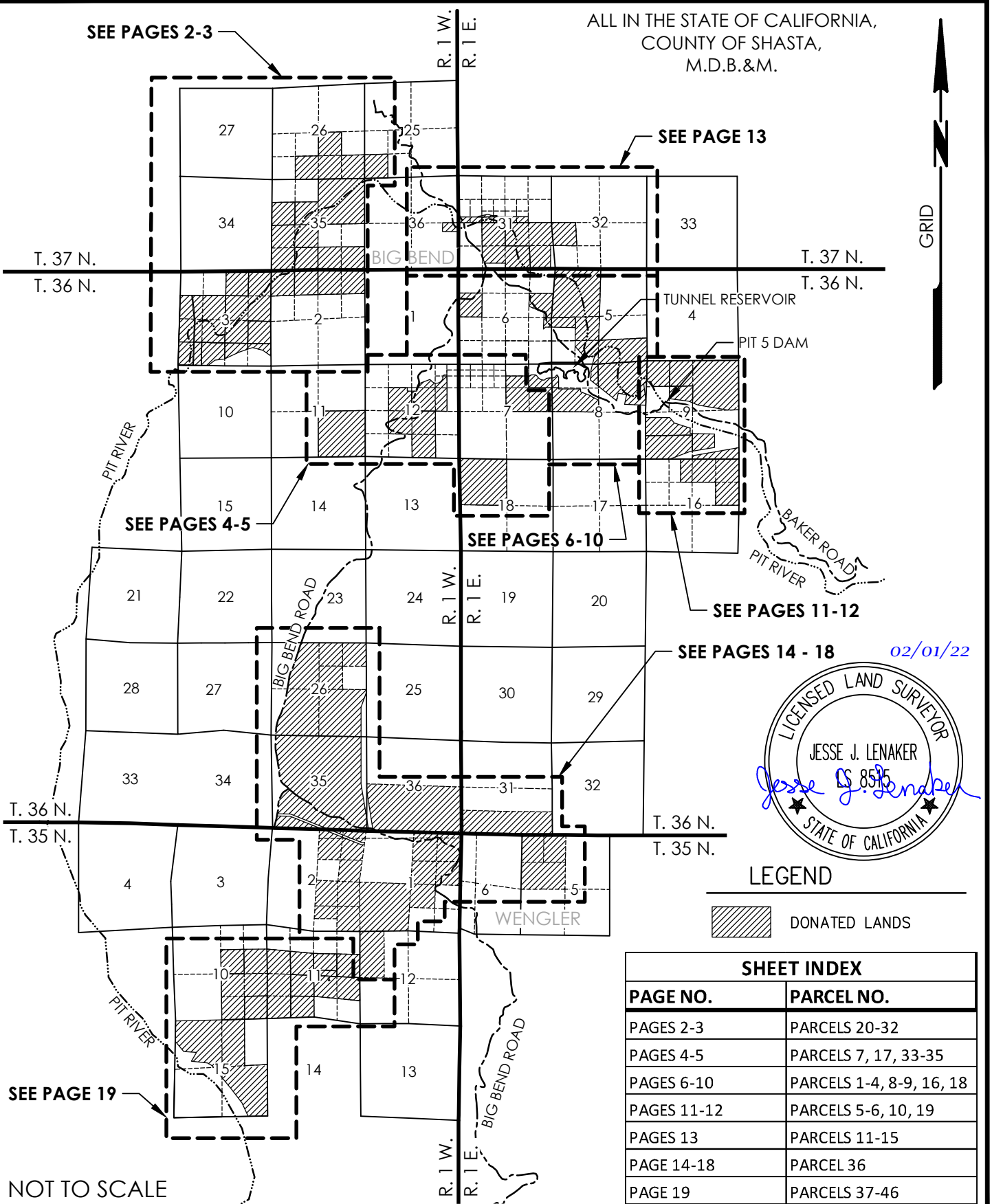
## Appendix 3: Conservation Easement

### **Exhibit A-1**

Property Maps  
(Attached behind this Page)

# Appendix 3: Conservation Easement

ALL IN THE STATE OF CALIFORNIA,  
COUNTY OF SHASTA,  
M.D.B.&M.



LICENSED LAND SURVEYOR  
JESSE J. LENAHER  
CS 8515  
*Jesse J. Lenaker*  
STATE OF CALIFORNIA

## LEGEND

DONATED LANDS

NOT TO SCALE

DATE  
2/1/22

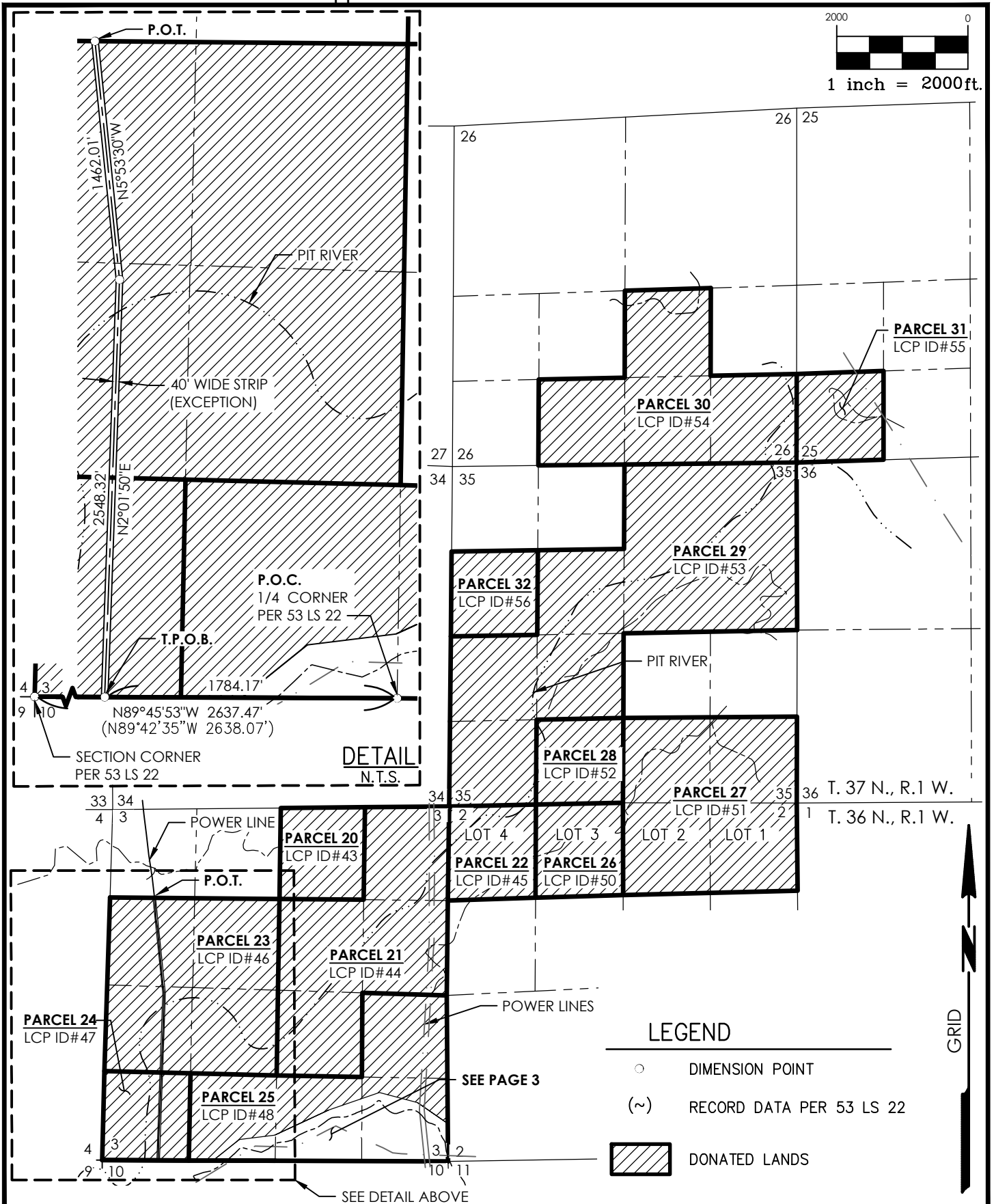
**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1

PAGE 1 OF 19

JOB #2263.19

# Appendix 3: Conservation Easement



DATE  
2/1/22

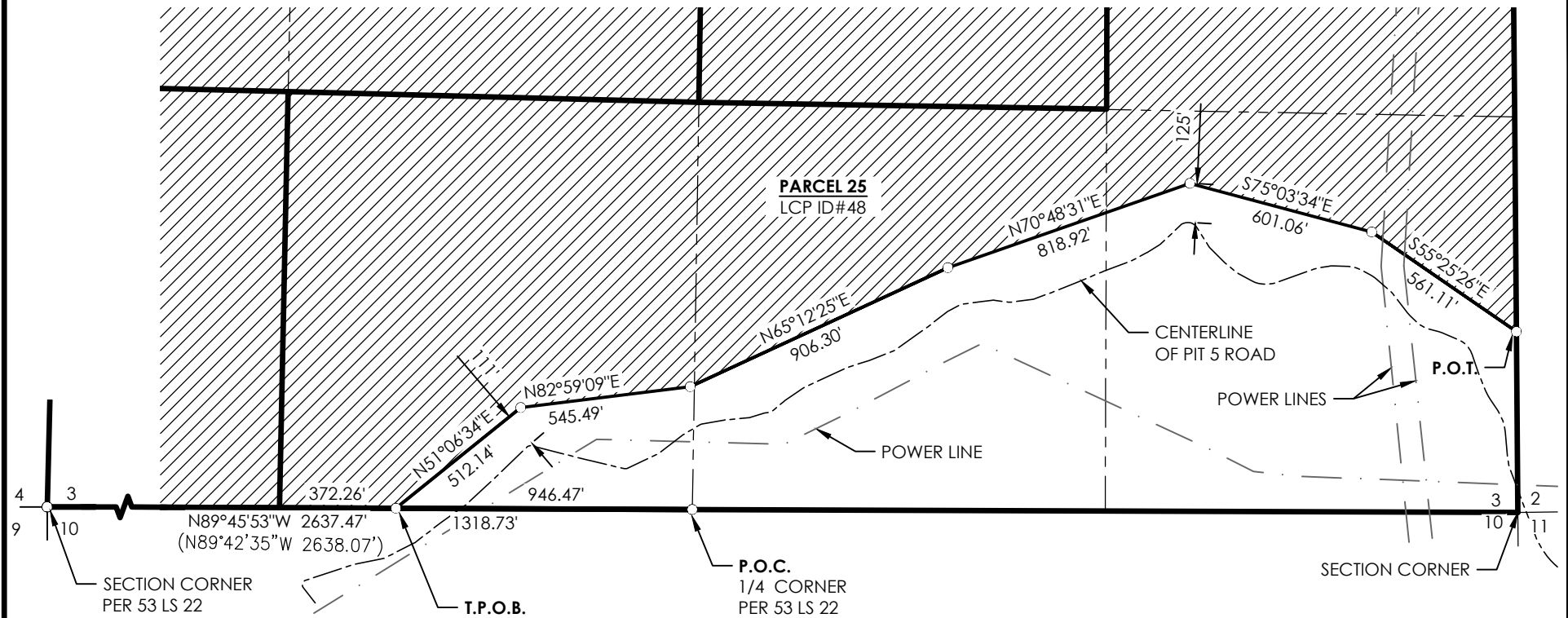
**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1


PAGE 2 OF 19

JOB #2263.19

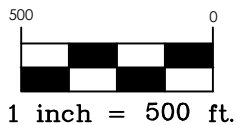
# Appendix 3: Conservation Easement



## LEGEND

- DIMENSION POINT
- (~) RECORD DATA PER 53 LS 22
-  DONATED LANDS

GRID



DATE  
2/1/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

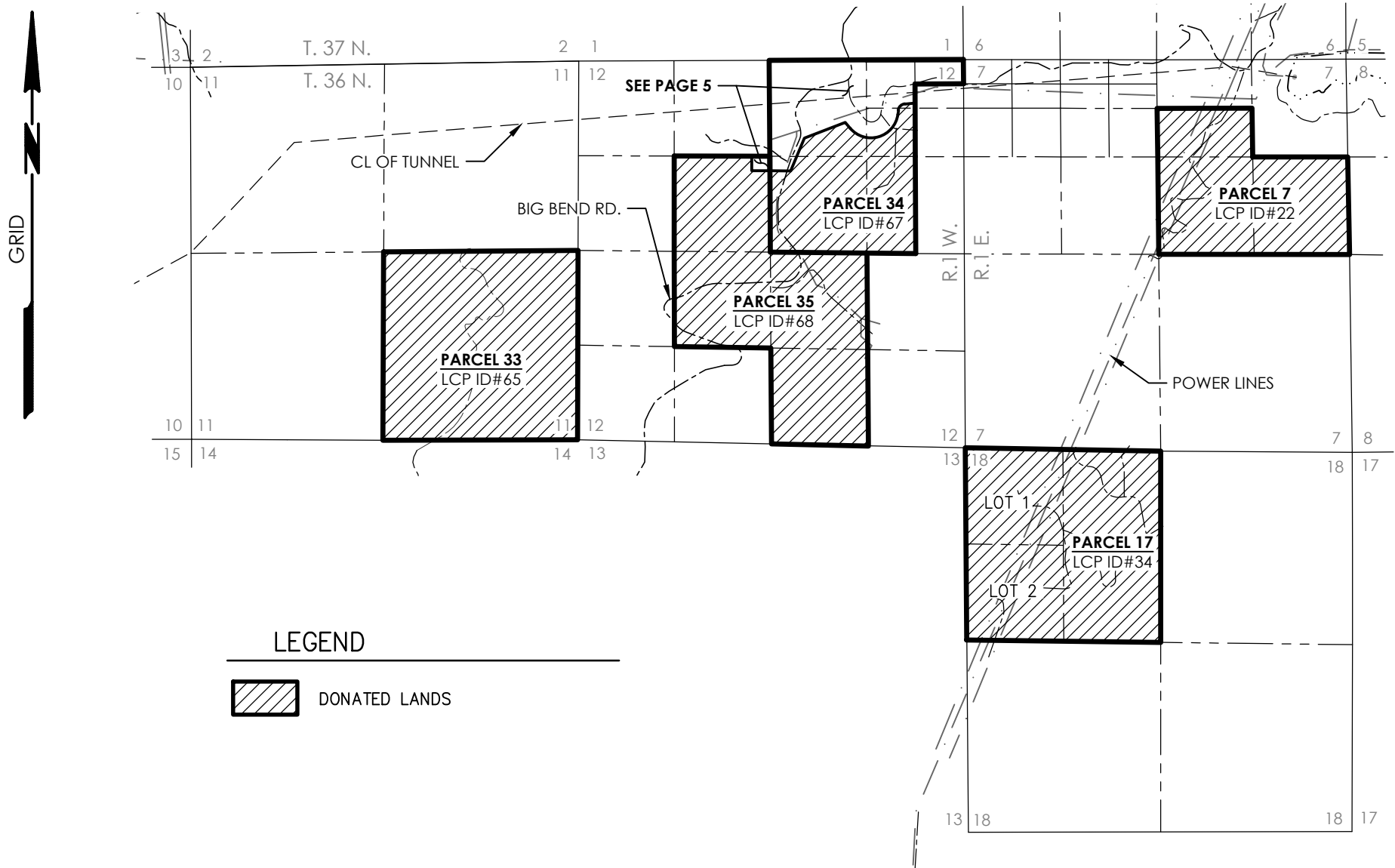
EXHIBIT A-1

PAGE 3 OF 19

JOB #2263.19



# Appendix 3: Conservation Easement



2000  
0  
1 inch = 2000ft.

DATE  
2/1/22

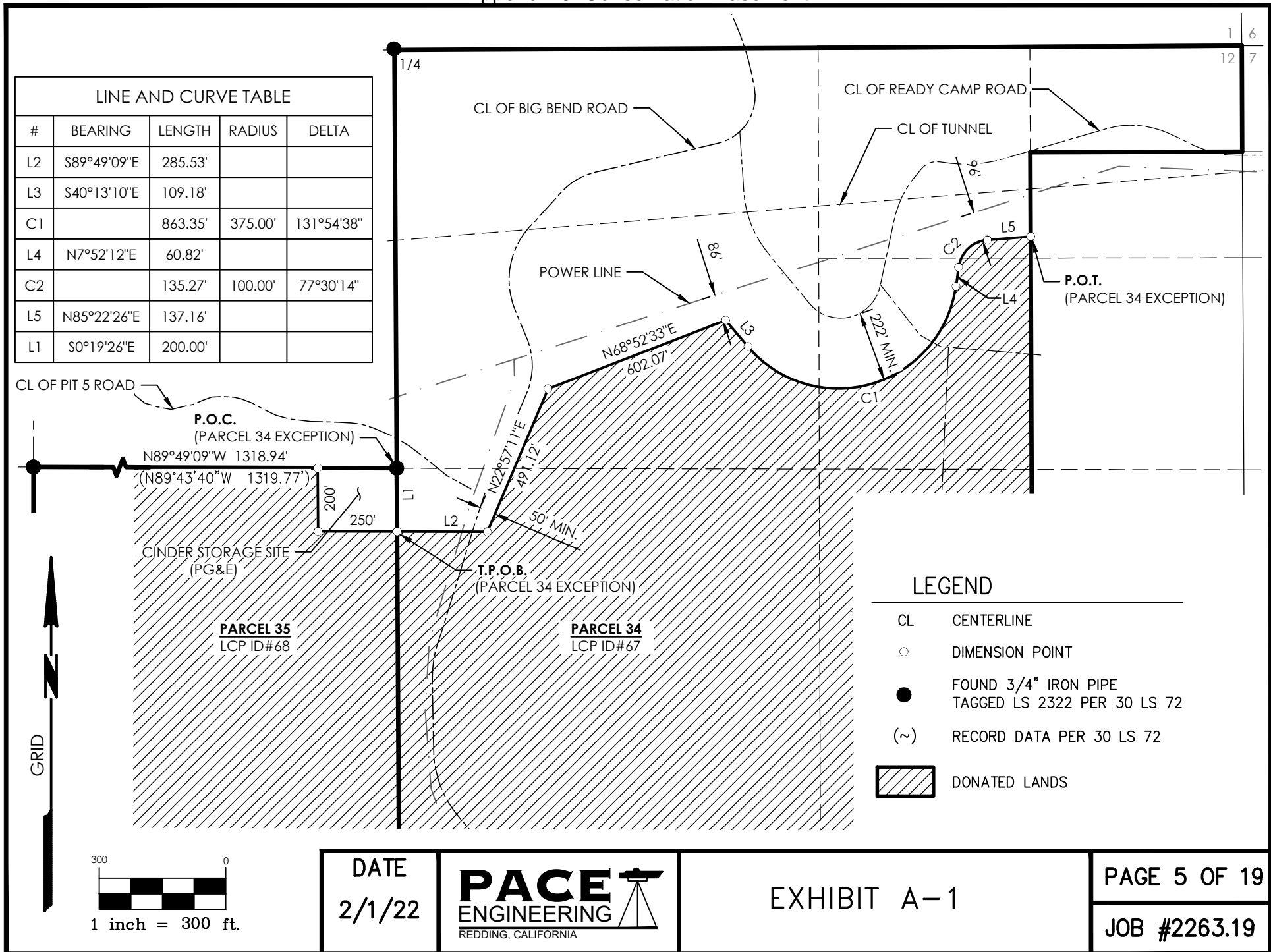
**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1

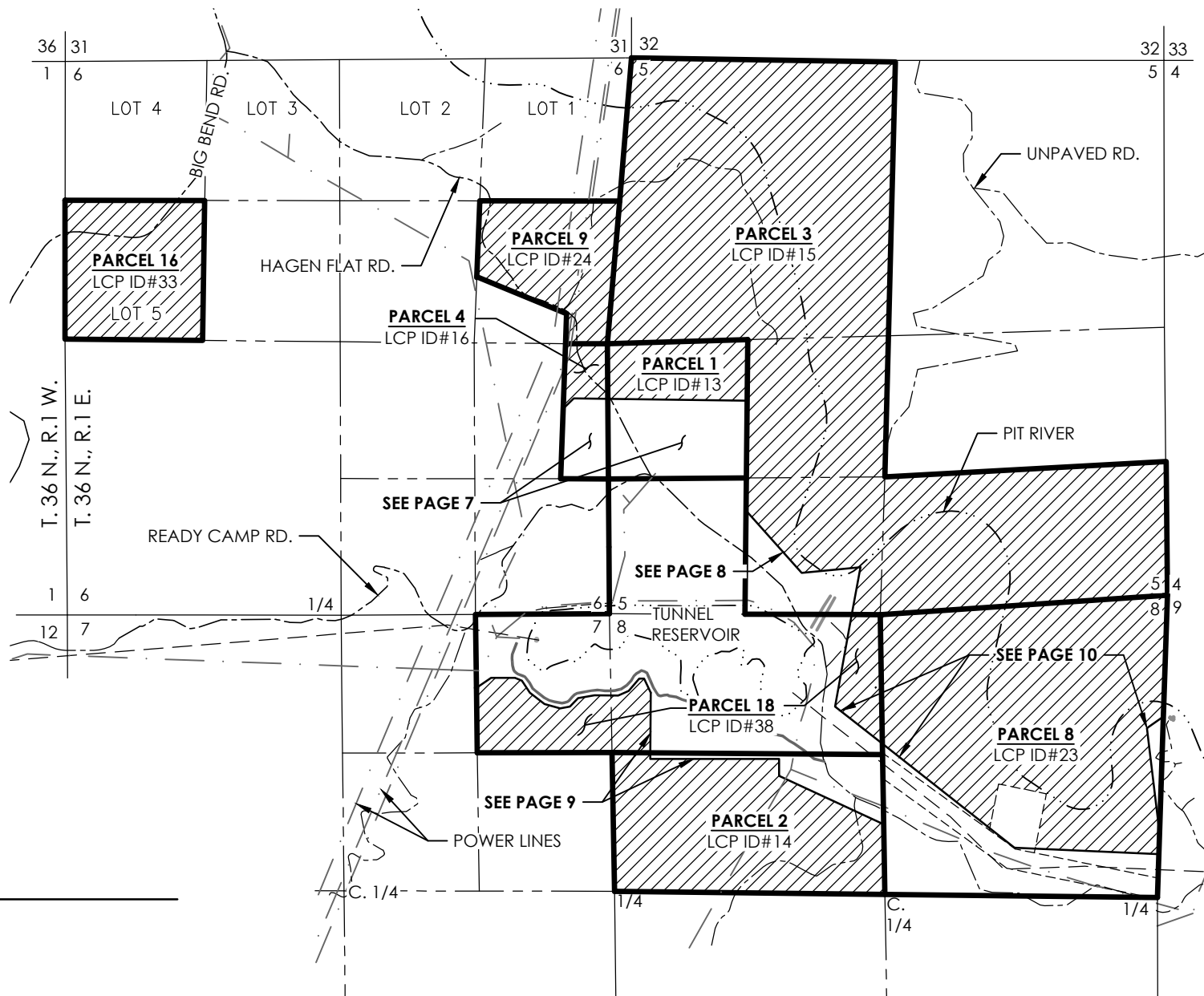
PAGE 4 OF 19

JOB #2263.19

# Appendix 3: Conservation Easement



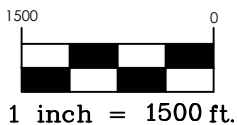
# Appendix 3: Conservation Easement



## LEGEND



DONATED LANDS



DATE  
2/1/22

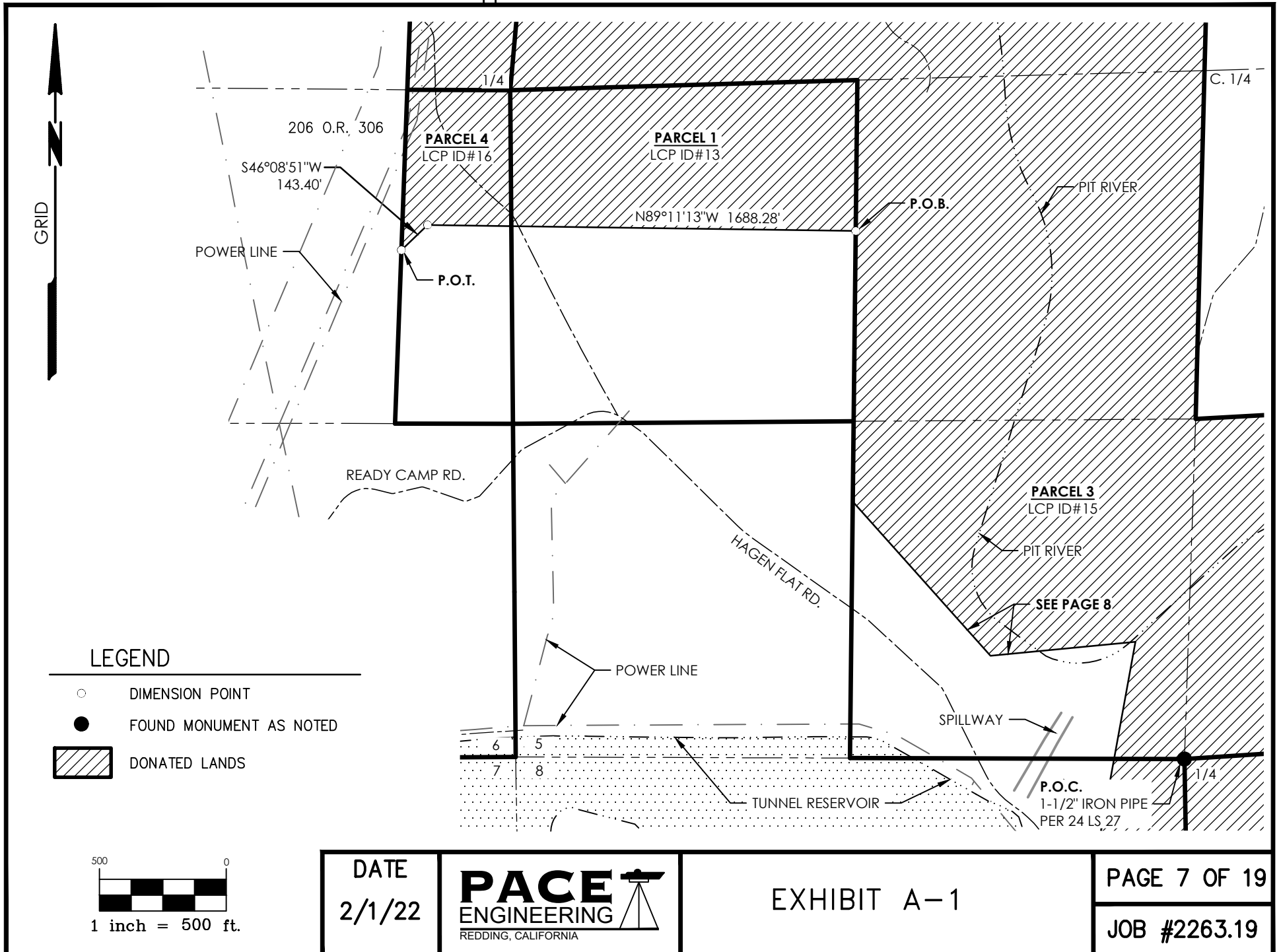
**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1

PAGE 6 OF 19

JOB #2263.19

# Appendix 3: Conservation Easement



DATE  
2/1/22

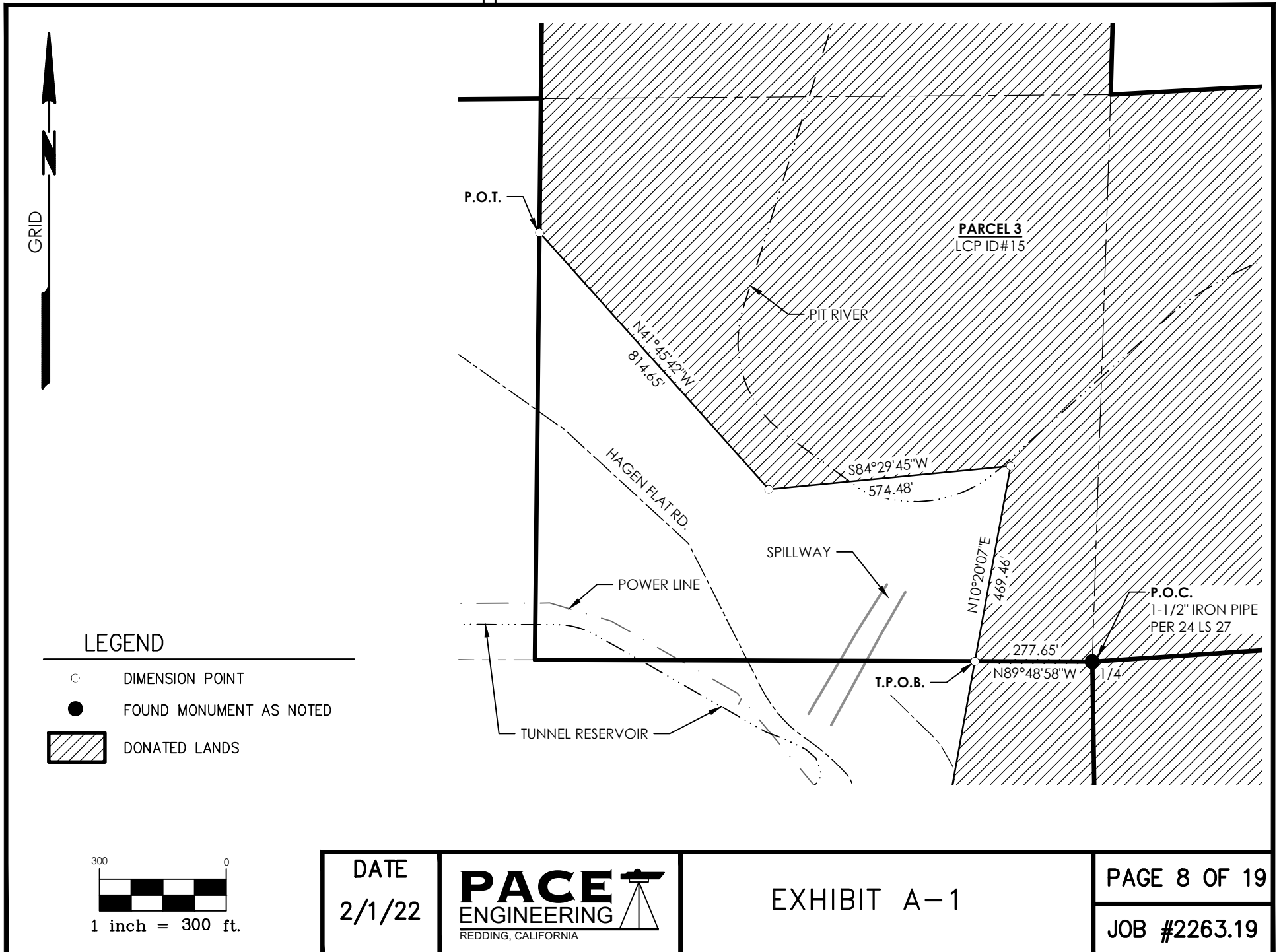
**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1

PAGE 7 OF 19

JOB #2263.19

# Appendix 3: Conservation Easement



DATE  
2/1/22

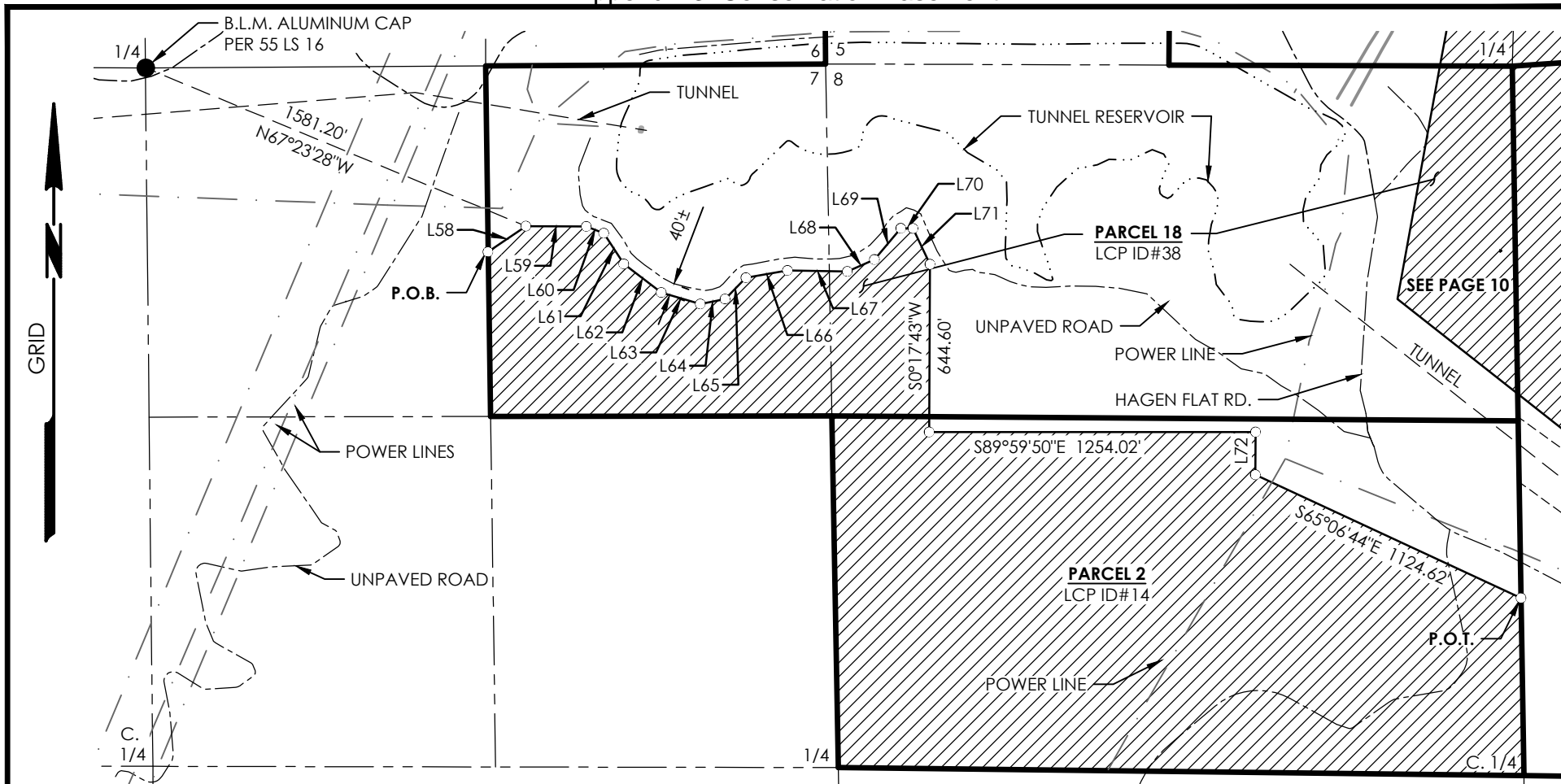
**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1

PAGE 8 OF 19

JOB #2263.19

# Appendix 3: Conservation Easement



LINE TABLE		
LINE	BEARING	LENGTH
L58	N55°44'18"E	174.38'
L59	S89°39'03"E	232.24'
L60	S68°38'06"E	71.69'
L61	S33°07'19"E	140.89'

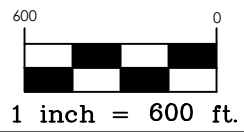
LINE TABLE		
LINE	BEARING	LENGTH
L62	S52°43'21"E	181.06'
L63	S73°36'50"E	156.50'
L64	N78°27'52"E	97.31'
L65	N44°36'08"E	114.37'

LINE TABLE		
LINE	BEARING	LENGTH
L66	N80°06'34"E	161.79'
L67	S89°04'53"E	229.88'
L68	N66°18'00"E	113.66'
L69	N40°13'41"E	157.02'

LINE TABLE		
LINE	BEARING	LENGTH
L70	S89°39'03"E	46.92'
L71	S25°23'36"E	152.26'
L72	S0°21'03"W	164.33'

**LEGEND**

- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- DONATED LANDS



DATE  
2/1/22



EXHIBIT A-1

PAGE 9 OF 19  
JOB #2263.19

**LINE TABLE**

LINE	BEARING	LENGTH
L8	N89°48'58"W	277.65'
L9	N1°53'00"E	207.81'
L10	N54°37'44"E	195.66'

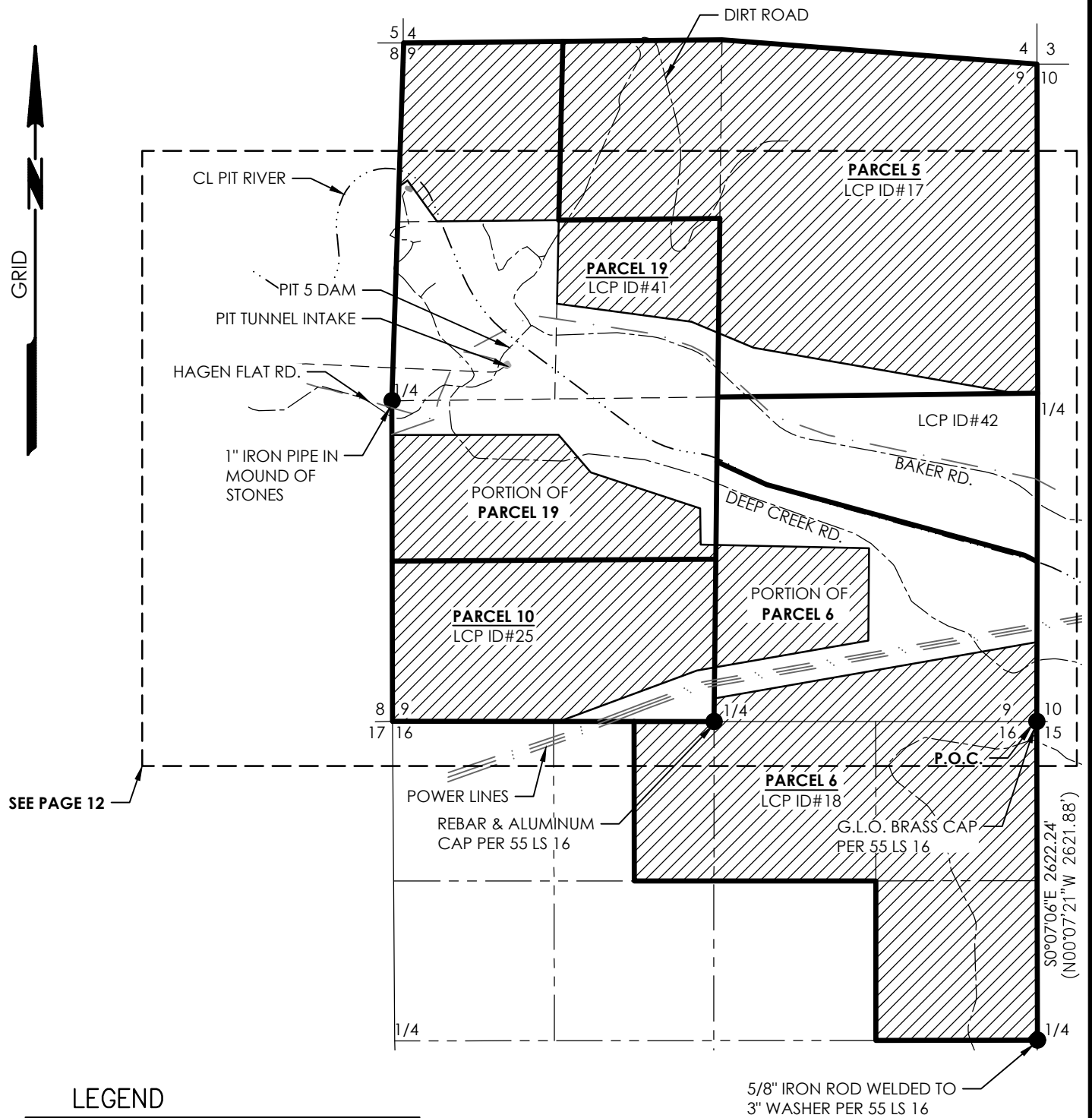
**LEGEND**

- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- DONATED LANDS
- (NOT A PART)  
LANDS DESCRIBED IN THE BOOK OF INHERITED INDIAN LANDS, VOLUME 30, PAGE 237, IN THE OFFICE OF THE COMMISSIONER OF INDIAN AFFAIRS.


**Scale:** 1 inch = 500 ft.

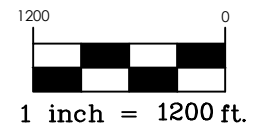
**Map Labels:** T.P.O.B. (PARCEL 18), SPILLWAY, TUNNEL RESERVOIR, PORTION OF PARCEL 18, 1-1/2" IRON PIPE PER 24 LS 27, S86°08'11"W 2801.49', S10°20'07"W 910.89', N26°13'44"E 997.98' (TIE), S0°56'45"E 1258.81', N29°55'14"W 2619.67' (TIE), N66°55'59"W 2822.38' (TIE), S51°48'04"E 587.68', S51°48'04"E 1036.30', N6°49'59"W 1027.68', S87°25'04"E 1406.90', N1°53'00"E 1181.97', L8, L9, L10, C. 1/4, HAGEN FLAT RD., POWER LINE, TUNNEL, PARCEL 8 LCP ID#23.

# Appendix 3: Conservation Easement



## LEGEND

- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- (~) RECORD DATA PER 55 LS 16
-  DONATED LANDS



DATE  
2/1/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1

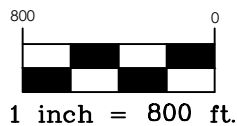
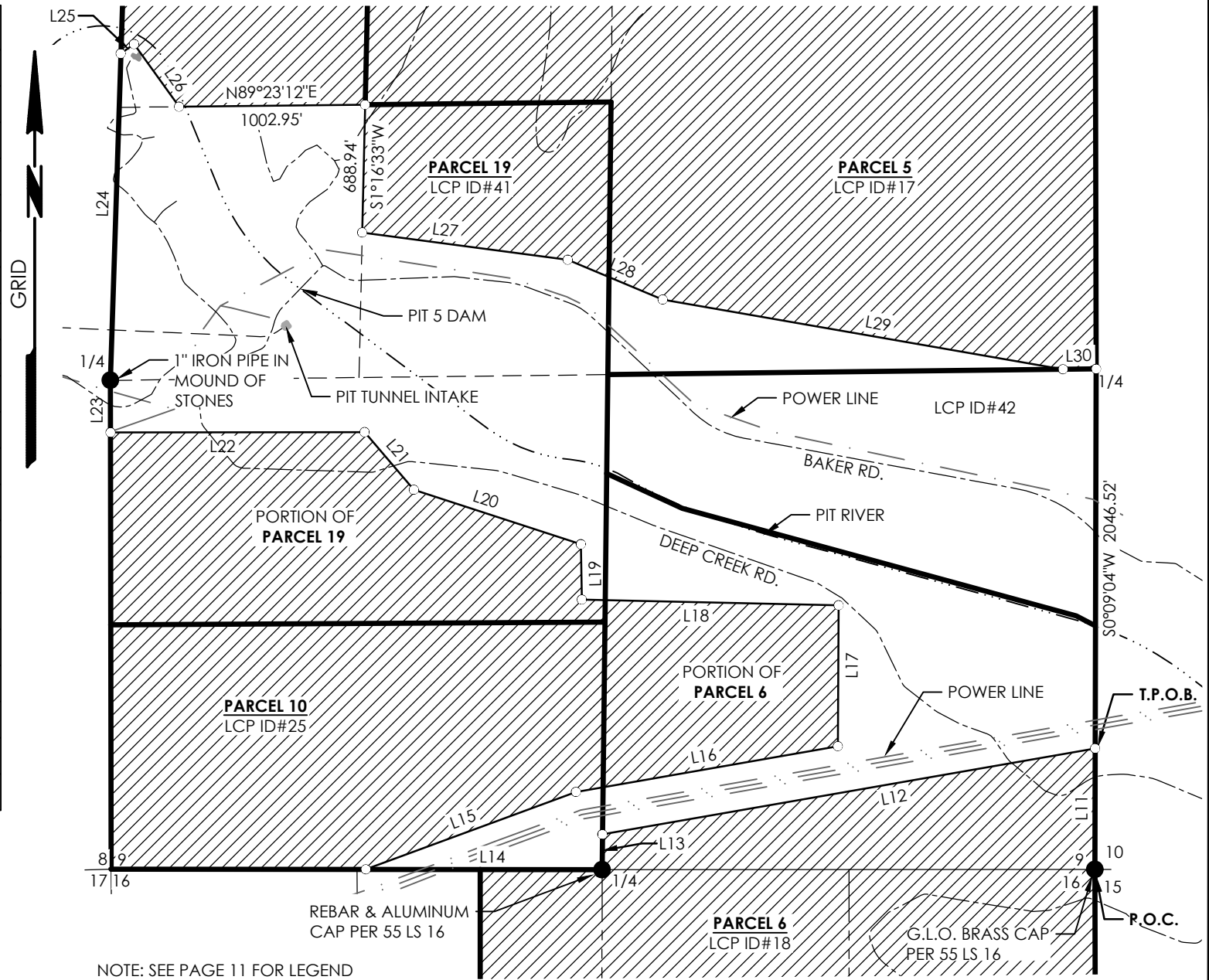
PAGE 11 OF 19

JOB #2263.19



# Appendix 3: Conservation Easement

LINE TABLE		
LINE	BEARING	LENGTH
L11	N0°09'04"E	653.43'
L12	S80°05'32"W	2695.91'
L13	S0°40'00"W	190.53'
L14	N89°56'47"W	1275.32'
L15	N69°46'25"E	1209.68'
L16	N80°05'32"E	1432.55'
L17	N0°20'18"E	760.03'
L18	N88°43'28"W	1384.88'
L19	N0°51'59"W	298.06'
L20	N71°54'21"W	947.43'
L21	N40°32'47"W	408.87'
L22	S89°55'29"W	1370.32'
L23	N0°05'37"W	280.72'
L24	N1°53'00"E	1764.57'
L25	N54°37'44"E	86.12'
L26	S35°42'03"E	415.66'
L27	S82°24'49"E	1117.17'
L28	S67°18'43"E	555.13'
L29	S80°06'41"E	2190.11'
L30	N89°19'44"E	178.62'



DATE  
2/1/22

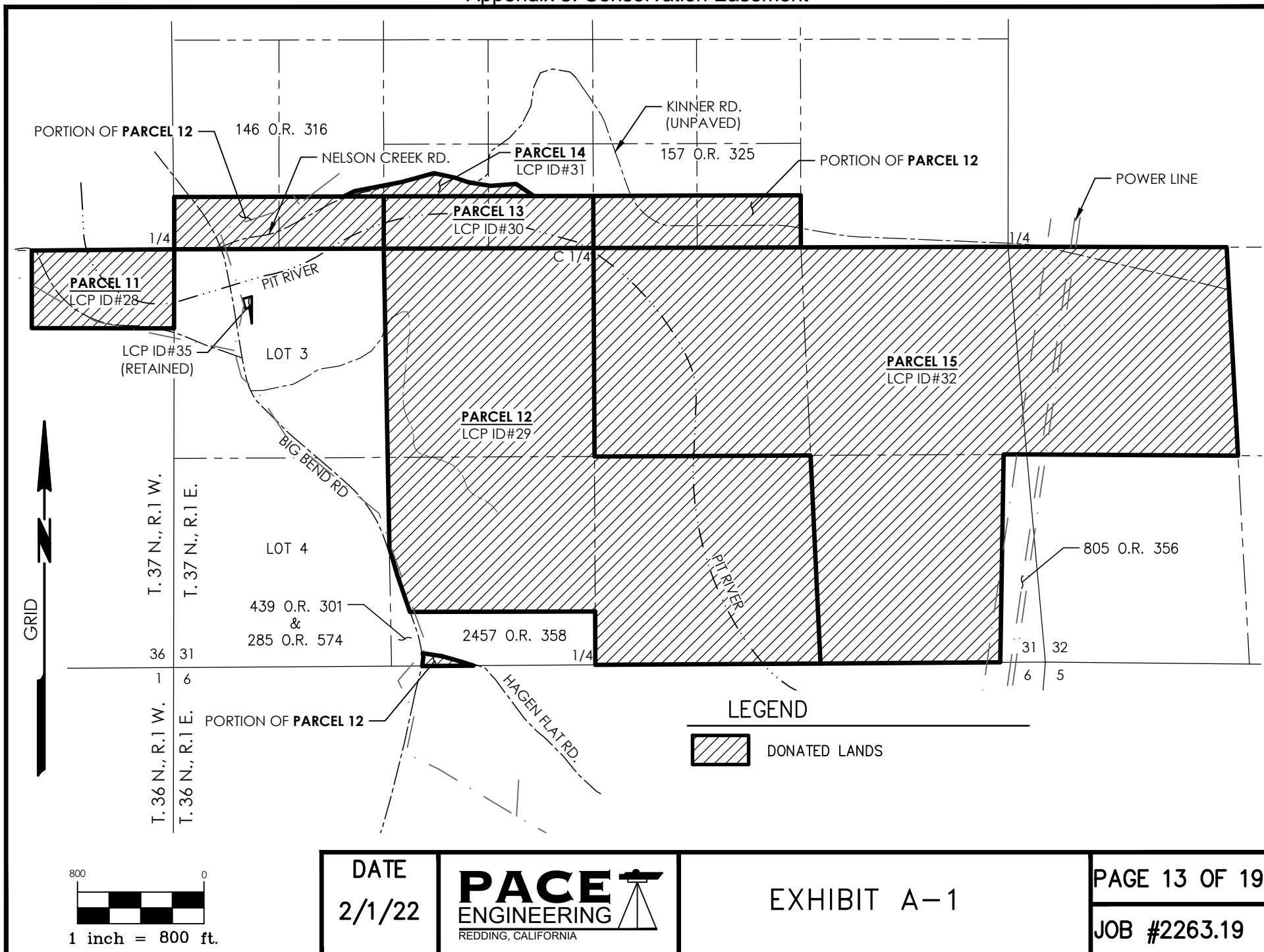
**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

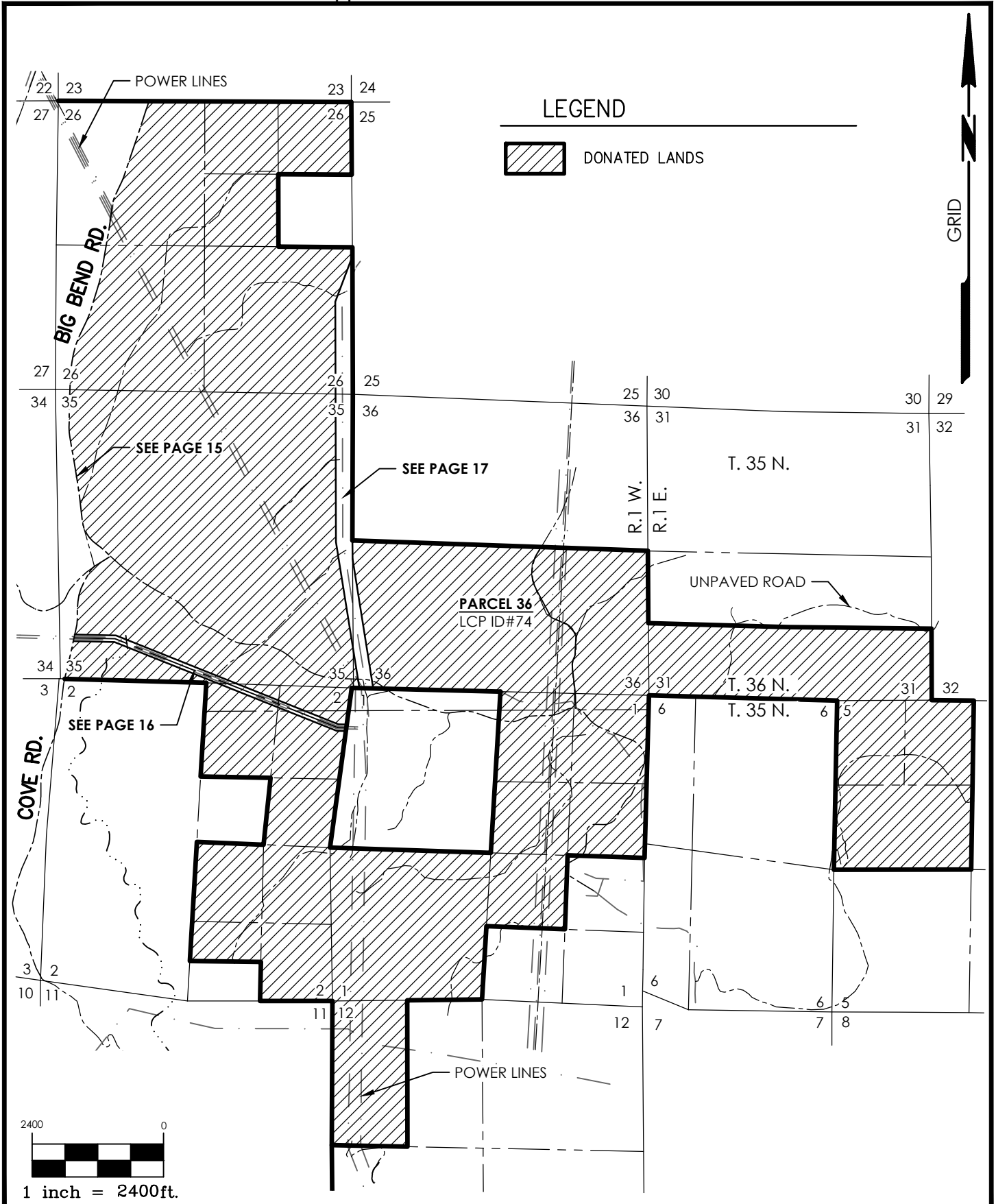
EXHIBIT A-1

PAGE 12 OF 19

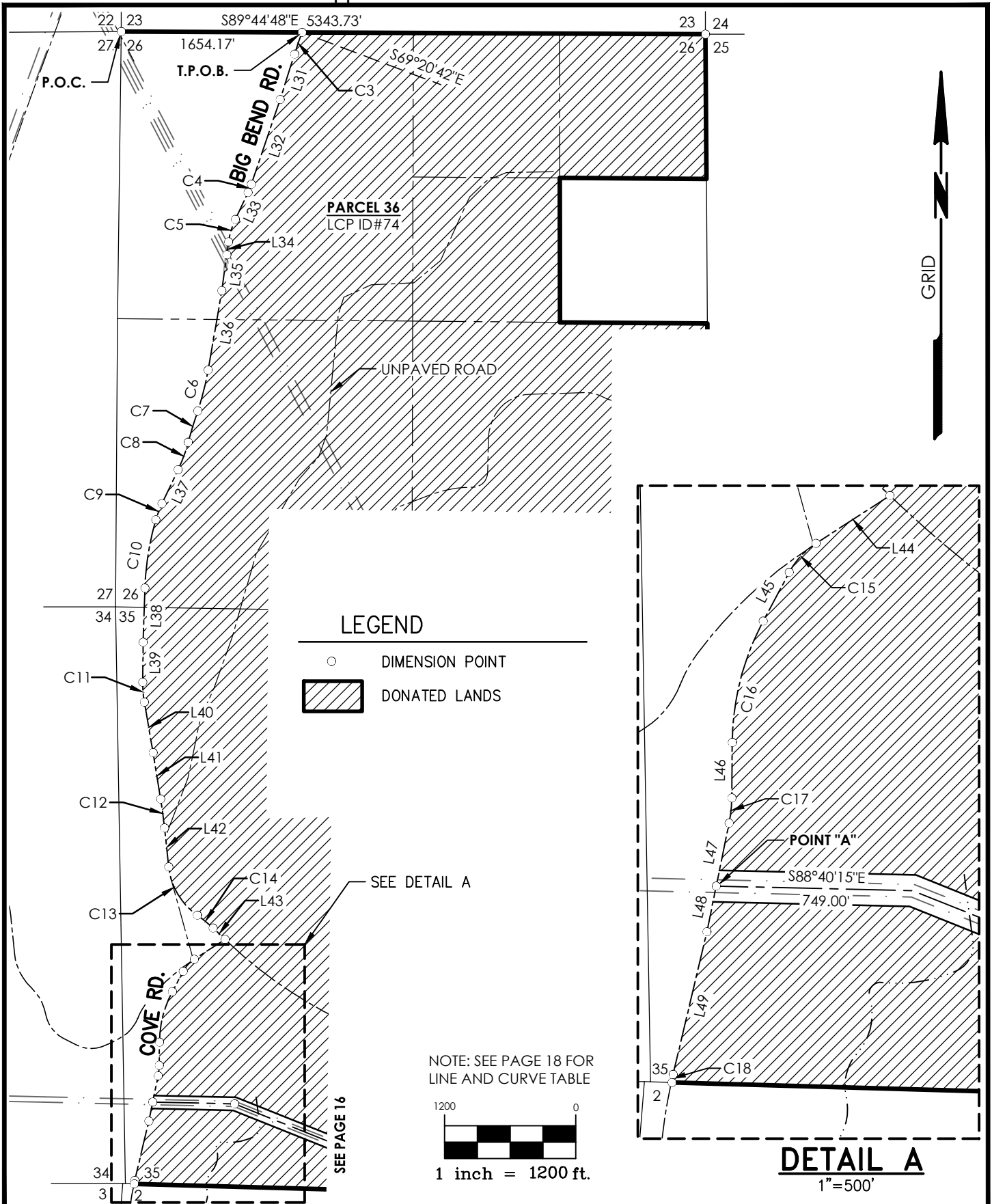
JOB #2263.19

# Appendix 3: Conservation Easement





# Appendix 3: Conservation Easement



DATE  
2/1/22

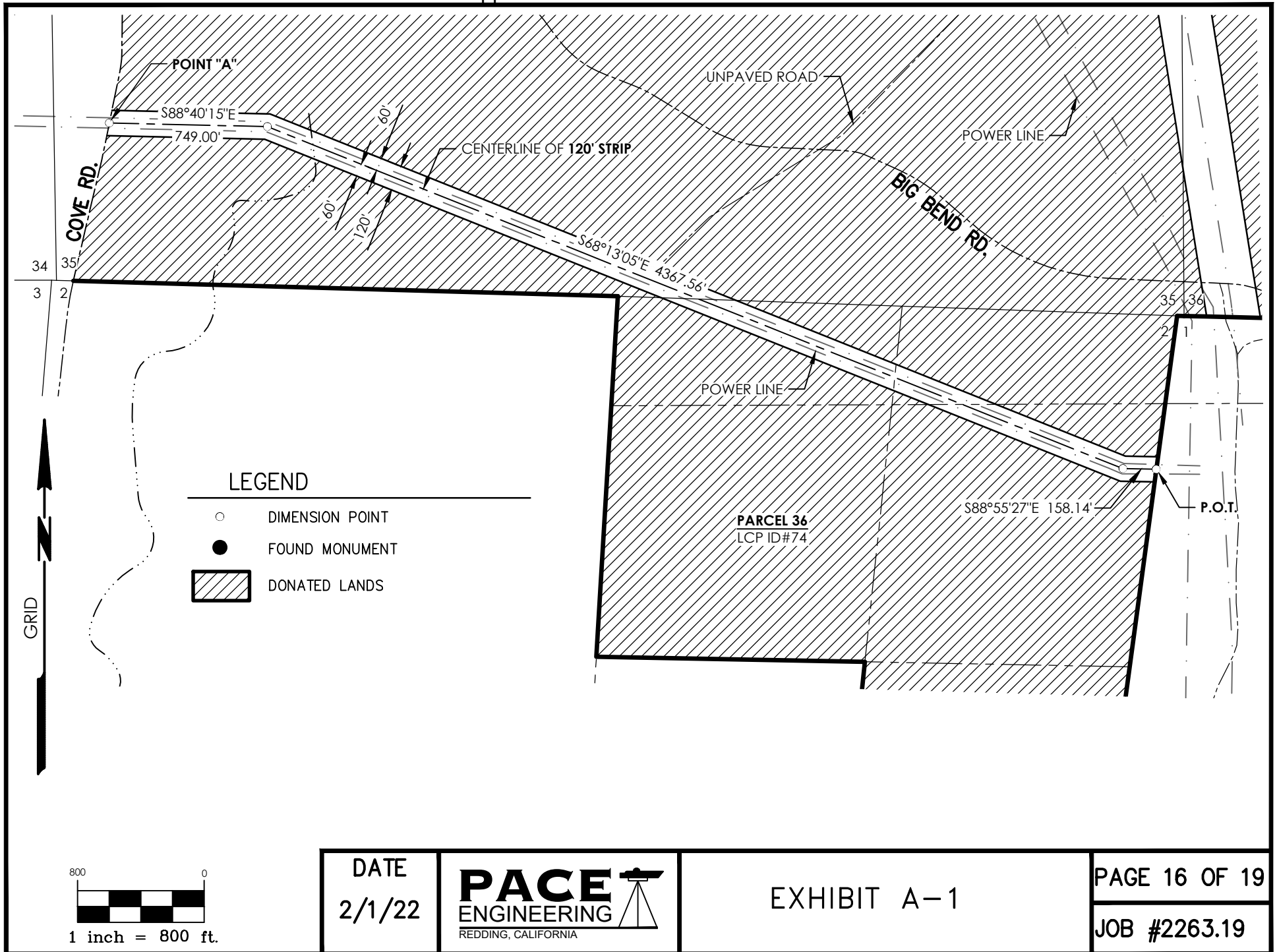
**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1

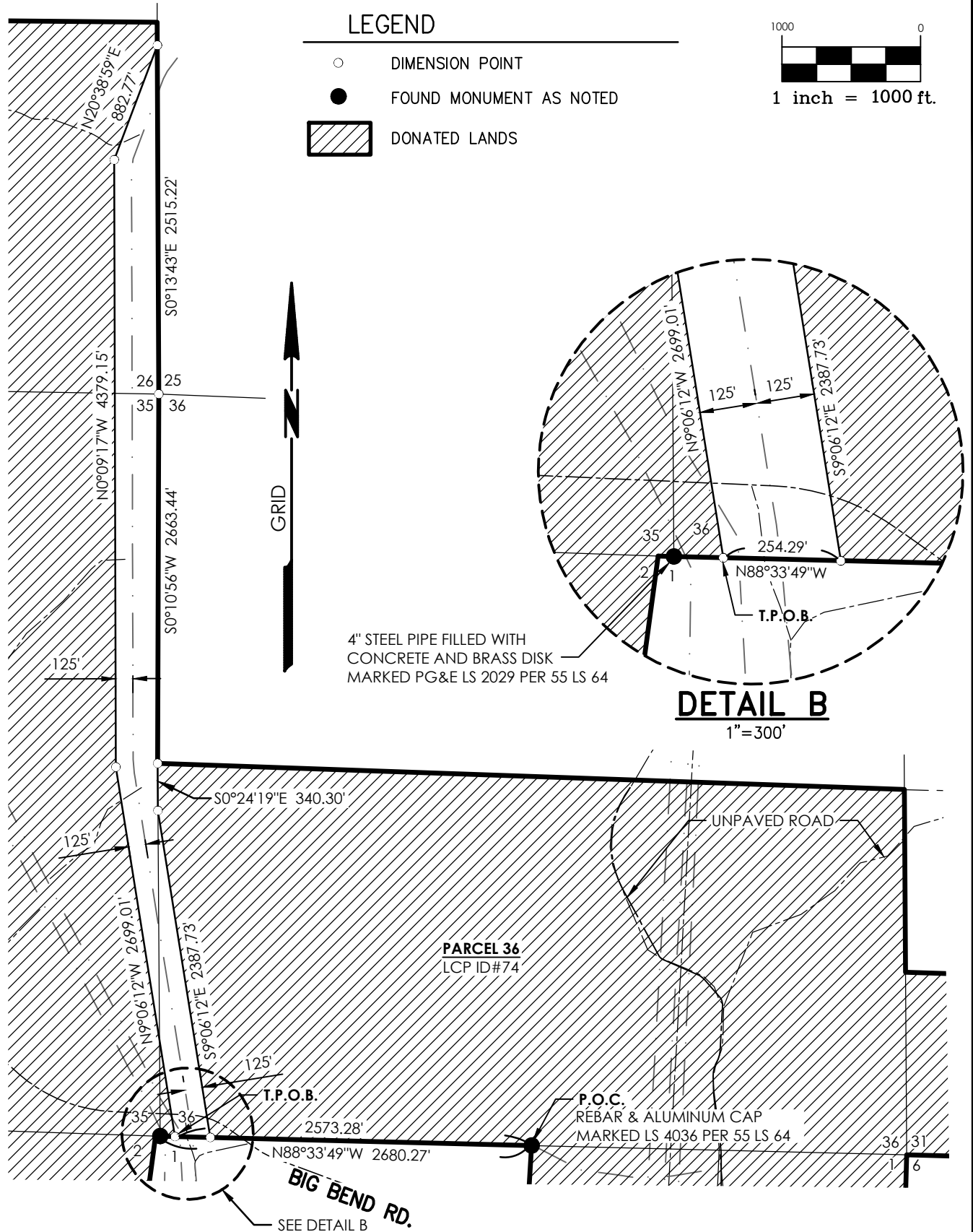
PAGE 15 OF 19

JOB #2263.19

# Appendix 3: Conservation Easement



## Appendix 3: Conservation Easement



DATE  
2/1/22



**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1

**PAGE 17 OF 19**

**JOB #2263.19**

### Appendix 3: Conservation Easement

LINE AND CURVE TABLE				
#	BEARING	DISTANCE	RADIUS	DELTA
C3		210.77'	4000.00'	3°01'08"
L31	S17°38'09"W	435.57'		
L32	S18°43'15"W	817.62'		
C4		82.20'	700.00'	6°43'40"
L33	S25°26'55"W	272.28'		
C5		215.15'	700.00'	17°36'38"
L34	S7°50'17"W	119.14'		
L35	S7°50'17"W	330.55'		
L36	S9°47'30"W	737.21'		
C6		386.04'	2500.00'	8°50'50"
C7		299.96'	5000.00'	3°26'14"
C8		267.65'	1500.00'	10°13'25"
L37	S25°25'31"W	343.59'		
C9		158.11'	1000.00'	9°03'32"
C10		634.87'	2500.00'	14°33'01"
L38	S1°48'58"W	495.89'		
L39	S0°36'57"W	365.42'		
C11		182.51'	1000.00'	10°27'26"
L40	S9°50'29"E	469.89'		
L41	S9°13'32"E	428.71'		
C12		267.65'	5000.00'	3°04'02"
L42	S6°09'31"E	357.88'		
C13		528.64'	620.00'	48°51'12"
C14		186.87'	1300.00'	8°14'10"
L43	S46°46'32"E	150.99'		
L44	S57°11'01"W	335.42'		
C15		152.19'	300.00'	29°03'57"
L45	S28°07'03"W	210.32'		
C16		481.96'	1000.00'	27°36'51"
L46	S0°30'13"W	211.23'		

LINE AND CURVE TABLE				
#	BEARING	DISTANCE	RADIUS	DELTA
C17		96.53'	500.00'	11°03'41"
L47	S11°33'54"W	244.98'		
L48	S11°33'54"W	177.60'		
L49	S13°18'44"W	558.37'		
C18		31.35'	2000.00'	0°53'54"

DATE  
2/1/22

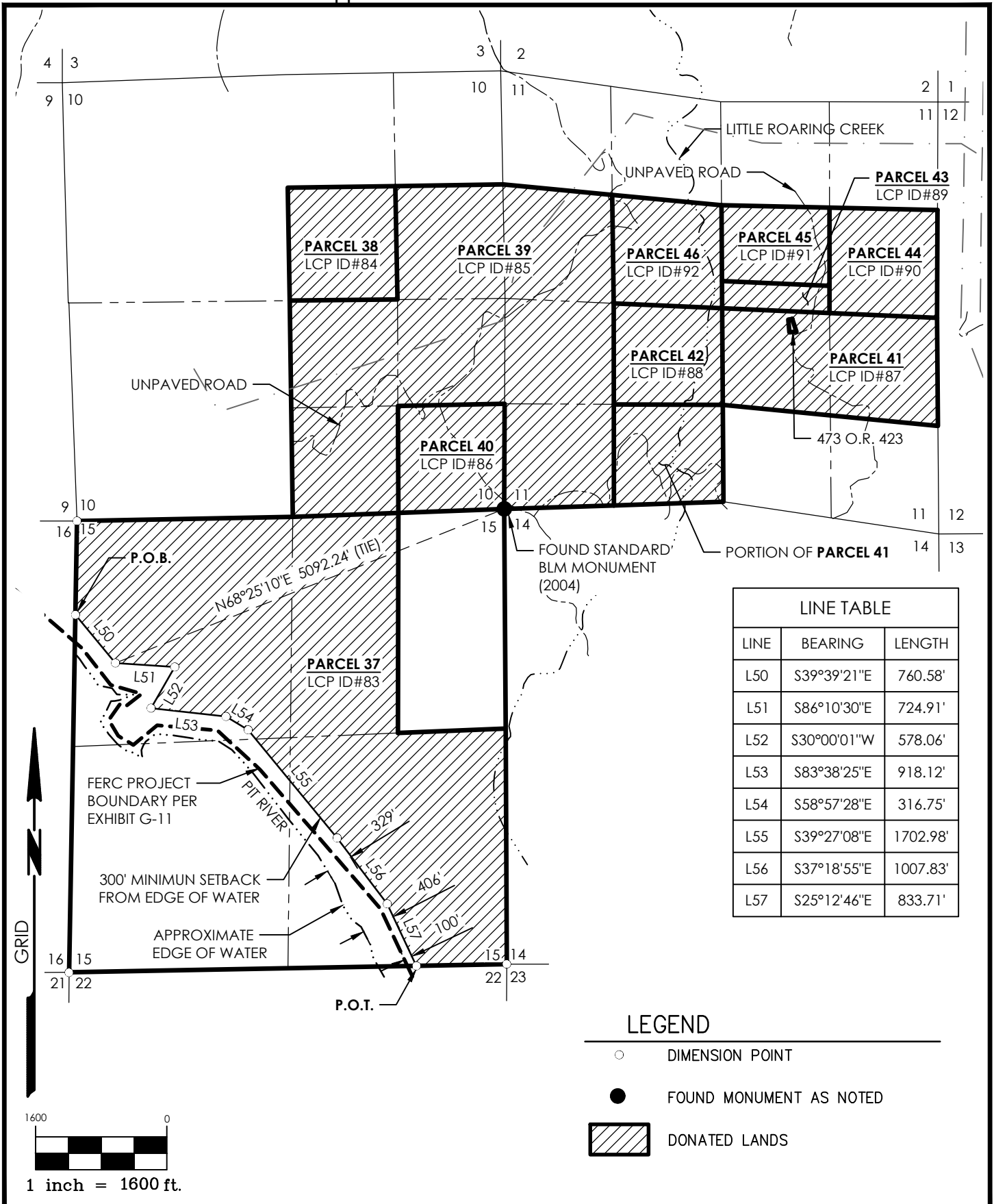


EXHIBIT A-1

PAGE 18 OF 19

JOB #2263.19

# Appendix 3: Conservation Easement



DATE  
2/1/22



EXHIBIT A-1

PAGE 19 OF 19

JOB #2263.19



## Appendix 3: Conservation Easement

### **EXHIBIT D**

#### Form of Utility Facility Access, Operation and Maintenance Easement

[Attached Behind this Page]

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

PACIFIC GAS AND ELECTRIC COMPANY  
Land Department  
Attention: Paul Coviello  
1850 Gateway Blvd, Room 7043C  
Concord, CA 94520

WITH A COPY TO:

STATE OF CALIFORNIA  
Department of General Services  
707 3<sup>rd</sup> Street, MS-501  
West Sacramento, CA 95605  
Attention: RPSS-Acquisitions

(Space Above this Line for Recorder's Use)

A.P.N. 021-120-004-000, 021-120-008-000, 021-200-002-000, 021-200-003-000, 021-200-004-000, 021-200-005-000, 021-200-021-000, 021-200-022-000, 021-200-032-000, 021-250-003-000, 021-250-007-000, 021-250-009-000, 021-270-010-000, 022-080-001-000, 022-080-002-000, 022-080-003-000, 022-080-012-000, 022-080-020-000, 022-110-001-000, 022-110-005-000, 022-130-015-000, 022-330-006-000, 022-330-011-000, 027-020-005-000, 027-020-014-000, 027-020-015-000, 027-060-001-000, 027-110-011-000, 027-180-012-000, 027-260-002-000, 027-260-003-000, 027-280-006-000, 022-090-002-000

LD: 2436-01-10004

Agency: Department of Forestry and Fire Protection  
Project: Pit River and Tunnel Reservoir

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

### **UTILITY FACILITY ACCESS, OPERATION AND MAINTENANCE EASEMENT**

Between

STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF GENERAL SERVICES, on  
behalf of the DEPARTMENT OF FORESTRY AND FIRE PROTECTION,

as Grantor

and

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,

as Grantee

**UTILITY FACILITY ACCESS, OPERATION AND MAINTENANCE EASEMENT**

This UTILITY FACILITY ACCESS, OPERATION AND MAINTENANCE EASEMENT (the "**Agreement**") is made and entered into by and between the STATE OF CALIFORNIA (hereinafter referred to as "**STATE**"), acting by and through the DEPARTMENT OF GENERAL SERVICES ("**DGS**"), on behalf of the DEPARTMENT OF FORESTRY AND FIRE PROTECTION ("**CAL FIRE**"), and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**GRANTEE**"). The STATE, DGS, CAL FIRE and GRANTEE are collectively referred to as the "**PARTIES**". Capitalized terms used in this Agreement shall have the meanings ascribed to them by the section in which such term is first defined. This Agreement includes all exhibits attached hereto.

**RECITALS**

- A. STATE is the owner of approximately ±6,982 acres of land in the unincorporated area of Shasta County (the "**County**"), State of California, with the Assessor's Parcel Numbers noted on the first page of this Agreement, and is more particularly described in Exhibit A and shown on Exhibit A-1, each attached hereto and incorporated by this reference into this Agreement (the "**Property**"). STATE acquired fee title to the Property from GRANTEE immediately before the recordation of this Agreement.
- B. GRANTEE is a party to that certain Settlement Agreement ("**Settlement Agreement**") as modified and approved by the Public Utilities Commission of the State of California ("**CPUC**") in its Opinion and Order of December 18, 2003 (Decision 03-12-035).
- C. 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 ("**Stipulation**").
- D. The Settlement Agreement and the Stipulation (collectively, "**Governing Documents**") require GRANTEE to ensure that approximately 140,000 acres of watershed lands, all owned by GRANTEE (collectively, "**Watershed Lands**"), which included 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 GRANTEE to convey fee interests and/or 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**".
- E. Pursuant to the Governing Documents, the Pacific Forest and Watershed Lands Stewardship Council, a California non-profit public benefit corporation ("**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 ("**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. In addition, the Stewardship Council Board of Directors adopted that certain Pit River and Tunnel Reservoir Planning Unit Land Conservation and Conveyance Plan adopted by the Stewardship Council Board of Directors on or about September 19, 2018, and as amended (the "**PIT RIVER LCCP**").

- F. In furtherance of the LCP and the PIT RIVER LCCP, and with CPUC approval, GRANTEE conveyed the Property in fee to STATE pursuant to that certain Grant Deed and Reservation of Rights recorded in the Official Records of the County immediately prior to the recordation of this Agreement (the “**Grant Deed**”).
- G. Consistent with the conditions in the Governing Documents, immediately following the recordation of the Grant Deed and this Agreement, the Property shall be subject to a perpetual conservation easement (the “**Conservation Easement**”) granted by STATE to the Shasta Land Trust, a California nonprofit public benefit corporation (“**SLT**”). The Conservation Easement shall be subject to the rights of GRANTEE reserved in the Grant Deed and the rights and interests of GRANTEE conveyed pursuant to this Agreement (such rights and interests being collectively referred to as the “**PG&E Reserved Rights**”).
- H. Pursuant to the PIT RIVER LCCP, the Property is not associated with a Federal Energy Regulatory Commission (“**FERC**”) project and GRANTEE determined the Property did not need to be retained for existing or future utility operations.
- I. GRANTEE has used and continues to use the Property for the purpose of generating and transmitting hydroelectric energy, managing and monitoring the flow of water over the existing waterways for consumptive and non-consumptive uses, conducting various biological and land use studies mandated by the FERC, and for other purposes as described more fully below (collectively, “**Hydro Project Activities**”). Additionally, Grantee has used and desires to continue to use the Property to erect, construct, reconstruct, replace, remove, operate, inspect, maintain and use facilities of the type hereinafter specified for the transformation, transmission and distribution of electric energy and for communication purposes (collectively “**Electric Activities**”). As used herein, “**Hydroelectric Facilities and associated Water Delivery Facilities**” and “**Electric Facilities**” refers to those existing and future facilities, structures and improvements now or hereafter located on, above, or under the Property, that are associated with the Hydro Project Activities and the Electric Activities, as described more fully below.
- J. THE PARTIES enter into this Agreement for the purpose of GRANTEE receiving an easement for the purposes described below in this Agreement over the area of the Property more particularly described in **Exhibit C** and shown on **Exhibit D**, each attached hereto and incorporated by this reference into this Agreement (referred to in this Agreement as the “**Easement Area**”).

### **AGREEMENT**

NOW THEREFORE, in consideration of the above recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and covenants contained in this Agreement, the PARTIES agree as follows:

1. Grant of Easement. STATE, pursuant to the provisions of Section 14666 of the Government Code of the State of California, hereby grants to GRANTEE a non-exclusive, perpetual easement to engage in or invite or permit others to engage in the activities and uses set forth below (collectively, the “**Easement**”), as GRANTEE may determine in GRANTEE's sole discretion exercised in good faith is required for GRANTEE's continued Hydro Project Activities and Electric Activities, including the continued operation and maintenance of Hydroelectric Facilities and associated Water Delivery Facilities, and Electric Facilities (collectively the “**Permitted Uses**”):
  - a. The right of GRANTEE and/or GRANTEE's agents, employees, contractors, subcontractors of any tier, and invitees (collectively “**GRANTEE's Representatives**”) to operate and maintain existing and future Hydroelectric Facilities and associated Water

Delivery Facilities within the Easement Area, including project replacements and improvements required to meet existing and future water delivery and other requirements for power generation and consumptive water use by existing and future users, compliance with any applicable license issued by the FERC ("**FERC License**"), FERC License renewal, or other regulatory requirements.

- b. The right of GRANTEE and GRANTEE's Representatives to conduct any and all uses and activities within the Easement Area now or at any time in the future deemed necessary or appropriate by GRANTEE in GRANTEE's sole discretion exercised in good faith in connection with the generation of hydroelectric energy, including, but not limited to the operation, repair, alteration, replacement and expansion of existing Hydroelectric Facilities and Water Delivery Facilities, and the construction, operation, repair, alteration, replacement and expansion of new Hydroelectric Facilities and Water Delivery Facilities.
- c. The right of GRANTEE and GRANTEE's Representatives to use, maintain, establish, construct, alter, expand and improve water sources, courses, and bodies upon and within the Property, and to take, divert and appropriate water.
- d. The right of GRANTEE and GRANTEE's Representatives to increase or otherwise modify water storage capacities of Water Delivery Facilities within the Easement Area.
- e. The right of GRANTEE and GRANTEE's Representatives to conduct any and all uses and activities within the Easement Area currently or in the future deemed necessary or appropriate by GRANTEE in GRANTEE's sole discretion exercised in good faith to comply with any applicable FERC License or other regulatory requirements, including any amendments thereto and replacements thereof, and with applicable regulations and orders of the FERC or other regulatory agencies.
- f. The right of GRANTEE and GRANTEE's Representatives to conduct any and all uses and activities now or at any time hereafter deemed necessary or appropriate by GRANTEE in GRANTEE's sole discretion exercised in good faith to comply with the Federal Power Act (Title 16 United States Code, Chapter 12).
- g. The right of GRANTEE and GRANTEE's Representatives to decommission all or any portion of existing and future Hydroelectric Facilities and associated Water Delivery Facilities in accordance with any applicable FERC License.
- h. The right of GRANTEE and GRANTEE's Representatives to access the Easement Area to operate and maintain GRANTEE's existing and future facilities for the transformation, transmission and distribution of electric energy, and for communication purposes within the strips of land described below and also the right to construct, install, repair, enlarge, improve, reconstruct, replace, remove, maintain and use the same as GRANTEE shall at any time and from time to time deem necessary, together with the rights to excavate for, construct, install, repair, enlarge, improve, 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 therefor necessary for transforming electric energy, 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; all to be on land described as follows:

- (a). The strips of land described in **Exhibit E** and shown on **Exhibit F**, attached hereto and made a part hereof ("**Electrical Strips**").
  - i. The right of ingress to and egress over and across the Property by means of the existing roads and lanes thereon and/or any replacement or relocation thereof (collectively, "**Access Roads**") or by such route or routes as shall occasion the least practicable damage and inconvenience to STATE and to use said Access Roads or routes to provide access to any of GRANTEE's easements and facilities on lands adjacent to said real property.
  - j. The right of GRANTEE and GRANTEE's Representatives to install, maintain and use gates in all fences which now or in the future cross the Property, and in the event locked gates are placed in fences now or hereafter crossing Access Roads or routes, GRANTEE shall provide locks in such a manner that the gates may be used without disturbing the locks of others.
  - k. The right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within the Easement Area, Access Roads, and/or routes and shall have the further right, from time to time, to trim and cut down trees and brush within the Property which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.
  - l. The right to mark the location of the Electrical Strips by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use STATE shall make of said Easement Area.
- 2. **"Required" Exercise.** An exercise of the Easement shall be "required" (as used in the preceding Section 1) where GRANTEE determines in its sole discretion exercised in good faith that such exercise is necessary to fulfill requirements or directives of any one or more of the following: (a) the CPUC or the FERC; (b) other local, state or federal governmental entities; (c) any applicable law, ordinance, rule or regulation of local, state or federal governmental entity; (d) any third party agreement entered into by GRANTEE in good faith or by which GRANTEE is bound; or (e) professional engineering and design standards governing the ownership, maintenance, and/or operation of the Hydroelectric Facilities and associated Water Delivery Facilities and/or Electric Facilities.
- 3. **Notification and Consultation.** GRANTEE will use reasonable efforts to notify and consult with STATE in advance of the exercise of the Reserved Rights and use reasonable efforts to employ methods and practices that will not significantly impair the beneficial public values of the Property except in the event of emergency response or for routine maintenance with no excavation.
- 4. **Nature of Easement.** This Agreement creates a non-exclusive easement and runs with the land in accordance with California Civil code sections 1460 – 1461. Each covenant of either party to this Agreement to do or refrain from doing some act stated in this Agreement is expressly for the benefit of the land of the other party to this Agreement which is described in this Agreement. Each covenant runs with the land owned by or granted to the STATE and will benefit or be binding on each successive owner, during his, her, or its ownership, of any portion of the land affected by this Agreement and on each person having any interest in it derived through any owner thereof. This Agreement shall be recorded in the Official Records of the County of Shasta.

5. Opportunity to Cure. If STATE, in its reasonable discretion, determines that a violation of the terms, covenants or conditions of the Agreement, including, but not limited to, use of the Easement Area beyond the Permitted Uses, has occurred, STATE shall give written notice to GRANTEE of such violation and specify the corrective action to cure the violation (the **"Corrective Notice"**). If GRANTEE fails to cure the violation to the reasonable satisfaction of STATE within one hundred and twenty (120) calendar days after receipt of the Corrective Notice, or under circumstances where the violation cannot be cured within a one hundred and twenty (120) day period, fails to begin curing such violation within such one hundred and twenty (120) day period, or fails to continue diligently to cure and finally cure such violation to the reasonable satisfaction of STATE, such continued violation shall be deemed a breach of this Agreement and STATE shall have the right to pursue any right or remedy as provided herein or at law or in equity; provided, however, that STATE shall not have the right to terminate the Easement. Any delay by STATE in providing notice to GRANTEE of a violation or after default of any of the terms, conditions or covenants to be performed, kept or observed by GRANTEE or GRANTEE's successors and assigns shall not be deemed a waiver on the part of STATE of (i) any right or remedy as provided herein or at law or in equity, or (ii) be construed to be or act as a waiver of any of the terms, covenants or conditions herein contained to be performed, kept and observed by GRANTEE or GRANTEE's successors and assigns. Nothing contained herein shall be deemed to limit GRANTEE's right to challenge a breach or material breach declared by STATE under this Paragraph.
  
6. Restrictions. STATE agrees that it shall not plant any trees, crops, vines or other vegetation that naturally exceeds a height of ten feet (10') at maturity within the Electrical Strips. STATE shall not:
  - (a). erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction, or add to the ground level within the immediate area of the then-existing Hydroelectric Facilities and associated Water Delivery Facilities without first submitting a work plan for GRANTEE's review and approval which approval will not be unreasonably withheld, conditioned or delayed. The work plan shall include an engineered design (if applicable), a scope of work, and an approximate schedule for commencement and completion;
  - (b). erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction, or add to the ground level within the Electrical Strips, which in the good faith sole discretion opinion of GRANTEE, constitute a hazard to persons or property, including the Hydroelectric Facilities and associated Water Delivery Facilities located within the Electrical Strips;
  - (c). deposit, or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, within the Electrical Strips, which in the good faith sole discretion opinion of GRANTEE, constitute a hazard to persons or property, including the Hydroelectric Facilities and associated Water Delivery Facilities located within the Electrical Strips; and
  - (d). STATE and Grantee acknowledge and agree that paragraphs 6 (b) and 6(c) are not intended to restrict STATE's forest management activities that are performed outside of the Electrical Strips.
  
7. STATE Reservation. STATE and STATE's agents, employees, licensees, lessees, invitees, contractors, and subcontractors of any tier, reserves the right to access and use the Easement Area and the Access Roads (the **"STATE Reservation"**), as long as STATES' use does not

unreasonably interfere with GRANTEE's Permitted Uses of the Easement Area and Access Roads. Additionally STATE may install fences and underground pipelines with the written consent of GRANTEE which consent shall not be unreasonably withheld.

8. Further Grants. STATE agrees to grant future easements at no cost to GRANTEE, with substantially the same provisions described herein, that are necessary for the future installation of Electric Facilities outside of the Electrical Strips ("**Future Easements**"), as long as said Future Easements do not unreasonably interfere with STATE's use of the Property.
9. Exhibits. The following Exhibits are attached to this Agreement and incorporated by reference herein.
  - a. Exhibit A      Legal Description of Property
  - b. Exhibit A-1    Property Maps
  - c. Exhibit B      [Intentionally Deleted]
  - d. Exhibit C      Description of Easement Area
  - e. Exhibit D      Map Description of Easement Area
  - f. Exhibit E      Description of Electrical Strips
  - g. Exhibit F      Map Description of Electrical Strips
  - h. Exhibit G      Additional Terms and Conditions

[SIGNATURES BEGIN ON PAGE 7]



**STATE:**

**AUTHORIZED PER GOVERNMENT CODE  
§14666**

STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES

BY: \_\_\_\_\_  
MICHAEL P. BUTLER, CHIEF  
REAL PROPERTY SERVICES SECTION

DATED: \_\_\_\_\_

**APPROVED PER GOVERNMENT CODE  
§14666:**

STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY AND FIRE  
PROTECTION

BY: \_\_\_\_\_  
MATTHEW REISCHMAN  
DEPUTY DIRECTOR, RESOURCE  
MANAGEMENT

DATED: \_\_\_\_\_

**GRANTEE:**

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

BY: \_\_\_\_\_  
ANDREW K. WILLIAMS  
VICE PRESIDENT  
SHARED SERVICES

DATED: \_\_\_\_\_

**Exhibit Version**  
**6/10/22**

State of California )  
County of )

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

Signature \_\_\_\_\_

**Exhibit Version**  
**6/10/22**

State of California )  
County of )

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

Signature \_\_\_\_\_

**Exhibit Version**  
**6/10/22**

State of California )  
County of )

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

Signature \_\_\_\_\_

**Exhibit Version**  
**6/10/22**

State of California )  
County of )

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

Signature \_\_\_\_\_

**EXHIBIT A**

Legal Description of Property  
(Attached behind this Page)

**EXHIBIT A**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

**PARCEL 1:**

LCP ID #0013 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 145, PAGE 186 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION FIVE (5), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5; THENCE NORTH 89°11'13" WEST, A DISTANCE OF 1,688.28 FEET, MORE OR LESS, TO A POINT FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, BEARS SOUTH 54°46'45" EAST, A DISTANCE OF 3,653.19 FEET; THENCE SOUTH 46°08'51" WEST, A DISTANCE OF 143.40 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THAT PARCEL DESCRIBED IN VOLUME 206 OF OFFICIAL RECORDS AT PAGE 306, SHASTA COUNTY RECORDS, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 2:**

LCP ID #0014 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 128, PAGE 85 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION EIGHT (8), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

### Appendix 3: Conservation Easement

**EXCEPTING THEREFROM** ALL THAT PORTION LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 55°44'18" EAST, A DISTANCE OF 174.38 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 7, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, BEARS NORTH 67°23'28" WEST, A DISTANCE OF 1,581.20 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 232.24 FEET;

THENCE SOUTH 68°38'06" EAST, A DISTANCE OF 71.69 FEET;

THENCE SOUTH 33°07'19" EAST, A DISTANCE OF 140.89 FEET;

THENCE SOUTH 52°43'21" EAST, A DISTANCE OF 181.06 FEET;

THENCE SOUTH 73°36'50" EAST, A DISTANCE OF 156.50 FEET;

THENCE NORTH 78°27'52" EAST, A DISTANCE OF 97.31 FEET;

THENCE NORTH 44°36'08" EAST, A DISTANCE OF 114.37 FEET;

THENCE NORTH 80°06'34" EAST, A DISTANCE OF 161.79 FEET;

THENCE SOUTH 89°04'53" EAST, A DISTANCE OF 229.88 FEET;

THENCE NORTH 66°18'00" EAST, A DISTANCE OF 113.66 FEET;

THENCE NORTH 40°13'41" EAST, A DISTANCE OF 157.02 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 46.92 FEET;

THENCE SOUTH 25°23'36" EAST, A DISTANCE OF 152.26 FEET;

THENCE SOUTH 00°17'43" WEST, A DISTANCE OF 644.60 FEET;

THENCE SOUTH 89°59'50" EAST, A DISTANCE OF 1,254.02 FEET;

THENCE SOUTH 00°21'03" WEST, A DISTANCE OF 164.33 FEET;

THENCE SOUTH 65°06'44" EAST, A DISTANCE OF 1124.62 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 8, SAID POINT BEING THE **POINT OF TERMINATION**.



### Appendix 3: Conservation Easement

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 3:**

LCP ID #0015 PORTION

APN 022-080-001 PORTION, 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 5, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER, THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER, AND THE NORTHWEST ONE-QUARTER OF SECTION FIVE (5), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, THENCE ALONG THE SOUTHERLY LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5, NORTH 89°48'58" WEST, A DISTANCE OF 277.65 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 10°20'07" EAST, A DISTANCE OF 469.46 FEET, MORE OR LESS, TO A POINT FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5 BEARS SOUTH 22°41'05" EAST, A DISTANCE OF 501.53 FEET; THENCE SOUTH 84°29'45" WEST, A DISTANCE OF 574.48 FEET; THENCE NORTH 41°45'42" WEST, A DISTANCE OF 814.65 FEET TO A POINT IN THE WESTERLY LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 4:**

LCP ID #0016 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 144, PAGE 154 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA.

### Appendix 3: Conservation Easement

**EXCEPTING THEREFROM** ALL THAT PORTION DESCRIBED IN VOLUME 206, PAGE 306, OFFICIAL RECORDS OF SHASTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THAT CERTAIN PARCEL OF LAND, SITUATE IN SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, M.D.B. & M. , BOUNDED BY A LINE WHICH BEGINS AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY ROY HAYS ET AL, TO MT. SHASTA POWER CORPORATION BY DEED DATED NOVEMBER 3, 1919 AND RECORDED IN BOOK 144 OF DEEDS AT PAGE 154, RECORDS OF SAID SHASTA COUNTY, AND RUNS THENCE SOUTH 5°07'55" WEST, ALONG THE WESTERLY BOUNDARY LINE OF THE LAST MENTIONED PARCEL OF LAND, 1327.57 FEET TO THE SOUTHWEST CORNER OF THE LAST MENTIONED PARCEL OF LAND; THENCE SOUTH 89°50'29" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, 823.98 FEET; THENCE NORTH 2°10'16" EAST 1610.87 FEET THENCE NORTH 67°28' WEST 950.02 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 2°39'30" WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 648.62 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 89°27'18" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6, 141.32 FEET TO THE POINT OF BEGINNING, CONTAINING 33.593 ACRES.

**ALSO EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 89°11'13" WEST, A DISTANCE OF 1,688.28 FEET, MORE OR LESS, TO A POINT FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, BEARS SOUTH 54°46'45" EAST, A DISTANCE OF 3,653.19 FEET; THENCE SOUTH 46°08'51" WEST, A DISTANCE OF 143.40 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THAT PARCEL DESCRIBED IN VOLUME 206 OF OFFICIAL RECORDS AT PAGE 306, SHASTA COUNTY RECORDS, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

### Appendix 3: Conservation Easement

**PARCEL 5:**

LCP ID #0017 PORTION

APN 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 9, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 2, PAGE 471 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHEAST ONE-QUARTER AND NORTHEAST ONE-QUARTER OF NORTHWEST ONE-QUARTER OF SECTION NINE (9), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9, NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

### Appendix 3: Conservation Easement

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTHERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

#### **PARCEL 6:**

LCP ID #0018 PORTION

APN 022-110-005 PORTION, 022-080-020 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 9 AND SECTION 16, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 106, PAGE 549 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

ALL OF THE SOUTHEAST ONE-QUARTER OF SECTION NINE (9) LYING ON THE SOUTHERLY SIDE OF PIT RIVER; THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST

### Appendix 3: Conservation Easement

ONE-QUARTER, AND THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION SIXTEEN (16), ALL IN TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9 NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;

### Appendix 3: Conservation Easement

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST ONE-QUARTER, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 7:**

LCP ID #0022

APN 022-080-012

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 172, PAGE 416 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER AND THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION SEVEN (7), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

### Appendix 3: Conservation Easement

**PARCEL 8:**

LCP ID #0023 PORTION

APN 022-080-001 PORTION, 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THOSE LANDS DESCRIBED IN VOLUME 132, PAGE 337 OF DEEDS OF THE COUNTY OF SHASTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT IN THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8, THENCE SOUTH  $51^{\circ}48'04''$  EAST, A DISTANCE OF 1,636.30 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 8, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, BEARS NORTH  $29^{\circ}55'14''$  WEST, A DISTANCE OF 2,619.67 FEET; THENCE SOUTH  $87^{\circ}25'04''$  EAST, A DISTANCE OF 1,406.90 FEET TO THE EASTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8; THENCE ALONG SAID EASTERLY LINE NORTH  $01^{\circ}53'00''$  EAST, A DISTANCE OF 207.81 FEET; THENCE LEAVING SAID EASTERLY LINE, NORTH  $06^{\circ}49'59''$  WEST, A DISTANCE OF 1,027.68 FEET, MORE OR LESS, TO A POINT FROM WHICH SAID NORTH ONE-QUARTER CORNER BEARS NORTH  $66^{\circ}55'59''$  WEST, A DISTANCE OF 2,822.38 FEET; THENCE NORTH  $54^{\circ}37'44''$  EAST, A DISTANCE OF 195.66 FEET TO THE EASTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 8; THENCE ALONG SAID EASTERLY LINE, NORTH  $01^{\circ}53'00''$  EAST, A DISTANCE OF 1,181.97 FEET TO THE NORTHEAST CORNER OF SAID SECTION 8; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 8, SOUTH  $86^{\circ}08'11''$  WEST, A DISTANCE OF 2,801.49 FEET TO SAID NORTH ONE-QUARTER CORNER; THENCE ALONG THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8, SOUTH  $00^{\circ}56'45''$  EAST, A DISTANCE OF 1,258.81 FEET, MORE OR LESS, TO THE **POINT OF BEGINNING**.

**EXCEPTING THEREFROM** THOSE LANDS DESCRIBED IN A DEED APPROVED BY THE SECRETARY OF THE INTERIOR OF THE UNITED STATES OF AMERICA ON FEBRUARY 21, 1914, AND RECORDED IN THE INDIAN OFFICE DEED BOOK, INHERITED INDIAN LANDS, VOLUME 30, PAGE 237 IN THE OFFICE OF THE COMMISSIONER OF INDIAN AFFAIRS.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

### Appendix 3: Conservation Easement

**PARCEL 9:**

LCP ID #0024 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 144, PAGE 424 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION SIX (6), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION DESCRIBED IN VOLUME 206, PAGE 306, OFFICIAL RECORDS OF SHASTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THAT CERTAIN PARCEL OF LAND, SITUATE IN SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, M.D.B. & M. , BOUNDED BY A LINE WHICH BEGINS AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY ROY HAYS ET AL, TO MT. SHASTA POWER CORPORATION BY DEED DATED NOVEMBER 3, 1919 AND RECORDED IN BOOK 144 OF DEEDS AT PAGE 154, RECORDS OF SAID SHASTA COUNTY, AND RUNS THENCE SOUTH 5°07'55" WEST, ALONG THE WESTERLY BOUNDARY LINE OF THE LAST MENTIONED PARCEL OF LAND, 1327.57 FEET TO THE SOUTHWEST CORNER OF THE LAST MENTIONED PARCEL OF LAND; THENCE SOUTH 89°50'29" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, 823.98 FEET; THENCE NORTH 2°10'16" EAST 1610.87 FEET THENCE NORTH 67°28' WEST 950.02 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 2°39'30" WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 648.62 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 89°27'18" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6, 141.32 FEET TO THE POINT OF BEGINNING, CONTAINING 33.593 ACRES.

**PARCEL 10:**

LCP ID #0025 PORTION

APN 022-080-020 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 5, PAGE 216 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION NINE (9), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.



### Appendix 3: Conservation Easement

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9 NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;

### Appendix 3: Conservation Easement

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST ONE-QUARTER, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 11:**

LCP ID #0028

APN 021-270-010

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 144, PAGE 86 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT THE ONE-QUARTER SECTION CORNER COMMON TO SECTION THIRTY-SIX (36), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AND SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN AND RUNNING THENCE SOUTH ALONG THE LINE COMMON TO THE ABOVE MENTIONED SECTIONS 500 FEET; THENCE AT A RIGHT ANGLE WEST 900 FEET; THENCE AT A RIGHT ANGLE NORTH 500 FEET TO THE LINE DIVIDING THE NORTH ONE-HALF OF SAID SECTION THIRTY-SIX (36) FROM THE SOUTH ONE-HALF OF SAID SECTION THIRTY-SIX (36); AND THENCE EASTERLY ALONG SAID LAST MENTIONED LINE 900 FEET TO THE POINT OF BEGINNING AND BEING A PORTION OF THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION THIRTY-SIX (36) AFORESAID.

### Appendix 3: Conservation Easement

**PARCEL 12:**

LCP ID #0029

APN 022-330-006 PORTION, 022-330-011 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER; THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER; THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER; AND THE EAST HALF OF THE SOUTHWEST ONE-QUARTER; ALL IN SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM THE FOLLOWING:**

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY A CALIFORNIA CORPORATION TO THE UNITED STATES OF AMERICA, AS RECORDED IN BOOK 2457, PAGE 358 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY A CALIFORNIA CORPORATION TO INDIAN SPRINGS SCHOOL DISTRICT OF SHASTA COUNTY, AS RECORDED IN BOOK 439, PAGE 301 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM MT. SHASTA POWER CORPORATION TO GEORGE GRIDER AND ANNIE L. GRIDER, HIS WIFE, AS RECORDED IN BOOK 146, PAGE 316 OF DEED RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM MT. SHASTA POWER CORPORATION TO GEORGE GRIDER AND ANNIE L. GRIDER, HIS WIFE, AS RECORDED IN BOOK 157, PAGE 325 OF DEED RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY A CALIFORNIA CORPORATION TO INDIAN SPRINGS SCHOOL DISTRICT OF SHASTA COUNTY, AS RECORDED IN BOOK 2850, PAGE 574 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA.

### Appendix 3: Conservation Easement

**PARCEL 13:**

LCP ID #0030

APN 022-330-011 PORTION, 022-330-006 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 149, PAGE 166 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 14:**

LCP ID #0031

APN 022-330-006 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 151, PAGE 482 OF DEEDS, OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY BOUNDARY LINE OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, FROM WHICH AN OAK POST IDENTIFIED AS THE WEST ONE-QUARTER CORNER OF SAID SECTION THIRTY-ONE (31), BEARS SOUTH 72°42' WEST 1,162.0 FEET DISTANT AND RUNNING THENCE ALONG SAID NORTHERLY BOUNDARY LINE NORTH 89°26 1/4' EAST 1,204.3 FEET; THENCE LEAVING SAID NORTHERLY BOUNDARY LINE NORTH 55°45' WEST 135.9 FEET; THENCE SOUTH 85°17 1/2' WEST 161.6 FEET; THENCE NORTH 81°57 1/2' WEST 139.1 FEET; THENCE NORTH 71°40 1/2' WEST 96.4 FEET; THENCE NORTH 77°56' WEST 133.2 FEET; THENCE SOUTH 74°07' WEST 212.1 FEET; THENCE SOUTH 78°39 1/2' WEST 302.1 FEET; THENCE SOUTH 63°41' WEST 79.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**PARCEL 15:**

LCP ID #0032

APN 022-330-006 PORTION, 022-330-011 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION THIRTY-ONE (31) AND SECTION THIRTY-TWO (32), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 226 OF PATENTS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION THIRTY-ONE (31) AND THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST

### Appendix 3: Conservation Easement

ONE-QUARTER OF SECTION THIRTY-TWO (32) ALL IN TOWNSHIP 37 NORTH,  
RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN,

**ALSO**, ALL THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF THE  
SOUTHEAST ONE-QUARTER OF SAID SECTION THIRTY-ONE (31), LYING  
WESTERLY OF THAT PARCEL AS RECORDED IN BOOK 805, PAGE 356 OF OFFICIAL  
RECORDS OF THE COUNTY OF SHASTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE THREE-QUARTER INCH PIPE IN A ROCK MOUND MARKING  
THE SOUTHEAST CORNER OF SAID SECTION THIRTY-ONE (31), AND RUNNING  
THENCE NORTH 5°07'30" WEST 1,305.3 FEET ALONG THE EASTERLY BOUNDARY  
LINE OF SAID SECTION THIRTY-ONE (31) TO A POINT IN A FENCE;  
THENCE NORTH 88°28' WEST 146.4 FEET ALONG SAID FENCE TO A POINT IN A  
FENCE WHICH EXTENDS IN A NORTHERLY AND SOUTHERLY DIRECTION;  
THENCE SOUTH 0°58'30" WEST 1,309.4 FEET ALONG THE LAST MENTIONED FENCE  
AND ITS SOUTHERLY PROLONGATION TO A POINT IN THE SOUTHERLY  
BOUNDARY LINE OF SAID SECTION THIRTY-ONE (31); THENCE NORTH 88°57'30"  
EAST 285.3 FEET, MORE OR LESS, ALONG THE SOUTHERLY BOUNDARY LINE OF  
SAID SECTION THIRTY-ONE (31) TO THE POINT OF BEGINNING AND BEING A  
PORTION OF SAID SECTION THIRTY-ONE (31).

**PARCEL 16:**

LCP ID #0033

APN 022-090-002 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF  
SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN,  
AS RECORDED IN VOLUME 139, PAGE 378 OF DEEDS OF THE COUNTY OF SHASTA, STATE  
OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOT FIVE (5) OF SECTION SIX (6), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT  
DIABLO BASE AND MERIDIAN.

**PARCEL 17:**

LCP ID #0034

APN 022-110-001

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF  
SECTION 18, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND  
MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 220 OF OFFICIAL RECORDS OF THE  
COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED  
THEREIN AS FOLLOWS:

LOTS 1 AND 2 OF THE NORTHWEST ONE-QUARTER AND THE EAST ONE-HALF OF  
THE NORTHWEST ONE-QUARTER OF SECTION EIGHTEEN (18), TOWNSHIP 36  
NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

### Appendix 3: Conservation Easement

**PARCEL 18:**

LCP ID #0038 PORTION

APN 022-080-002 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 5, SECTION 7, AND SECTION 8 OF TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 126, PAGE 311 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION FIVE (5), THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION SEVEN (7), AND THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION EIGHT (8), ALL IN TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5.

**ALSO EXCEPTING THEREFROM** THOSE PORTIONS OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7 AND THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 8 LYING NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7; THENCE NORTH 55°44'18" EAST, A DISTANCE OF 174.38 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 7, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, BEARS NORTH 67°23'28" WEST, A DISTANCE OF 1,581.20 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 232.24 FEET;

THENCE SOUTH 68°38'06" EAST, A DISTANCE OF 71.69 FEET;

THENCE SOUTH 33°07'19" EAST, A DISTANCE OF 140.89 FEET;

THENCE SOUTH 52°43'21" EAST, A DISTANCE OF 181.06 FEET;

THENCE SOUTH 73°36'50" EAST, A DISTANCE OF 156.50 FEET;

THENCE NORTH 78°27'52" EAST, A DISTANCE OF 97.31 FEET;

THENCE NORTH 44°36'08" EAST, A DISTANCE OF 114.37 FEET;

THENCE NORTH 80°06'34" EAST, A DISTANCE OF 161.79 FEET;

THENCE SOUTH 89°04'53" EAST, A DISTANCE OF 229.88 FEET;

### Appendix 3: Conservation Easement

THENCE NORTH 66°18'00" EAST, A DISTANCE OF 113.66 FEET;

THENCE NORTH 40°13'41" EAST, A DISTANCE OF 157.02 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 46.92 FEET;

THENCE SOUTH 25°23'36" EAST, A DISTANCE OF 152.26 FEET;

THENCE SOUTH 00°17'43" WEST, A DISTANCE OF 644.60 FEET;

THENCE SOUTH 89°59'50" EAST, A DISTANCE OF 1,254.02 FEET;

THENCE SOUTH 00°21'03" WEST, A DISTANCE OF 164.33 FEET;

THENCE SOUTH 65°06'44" EAST, A DISTANCE OF 1124.62 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8, SAID POINT BEING THE **POINT OF TERMINATION**.

**ALSO EXCEPTING THEREFROM** THAT PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 8, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, THENCE ALONG THE NORTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8 NORTH 89°48'58" WEST, A DISTANCE OF 277.65 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 10°20'07" WEST, A DISTANCE OF 910.89 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 8 BEARS NORTH 26°13'44" EAST, A DISTANCE OF 997.98 FEET; THENCE SOUTH 51°48'04" EAST, A DISTANCE OF 587.68 FEET TO A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

### Appendix 3: Conservation Easement

**PARCEL 19:**

LCP ID #0041 PORTION

APN 022-080-020 PORTION, 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE WEST ONE-HALF OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION NINE (9), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9 NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;



### Appendix 3: Conservation Easement

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST ONE-QUARTER, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 20:**

LCP ID #0043

APN 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 157, PAGE 438 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

### Appendix 3: Conservation Easement

THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 21:**

LCP ID #0044

APN 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE EAST ONE-HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, AND THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 22:**

LCP ID #0045

APN 021-200-005 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 104, PAGE 457 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOT FOUR (4) OF SECTION TWO (2), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 23:**

LCP ID #0046 PORTION

APN 021-200-002, 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE WEST ONE-HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 222 OF PATENTS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** A STRIP OF LAND 40.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 53 OF LAND SURVEYS AT PAGE 22, SHASTA COUNTY RECORDS, FROM WHICH THE SOUTHWEST CORNER THEREOF BEARS NORTH

### Appendix 3: Conservation Easement

89°45'53" WEST, A DISTANCE OF 2,637.47 FEET (*SHOWN AS NORTH 88°42'35" WEST, 2,638.07 FEET ON SAID MAP*); THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 3, NORTH 89°45'53" WEST, A DISTANCE OF 1,784.17 FEET TO THE POINT OF INTERSECTION WITH AN EXISTING POLE LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID EXISTING POLE LINE NORTH 2°01'50" EAST, A DISTANCE OF 2,548.32 FEET; THENCE NORTH 5°53'30" WEST, A DISTANCE OF 1,462.01 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3, SAID POINT BEING THE **POINT OF TERMINATION**.

THE SIDELINES OF SAID 40.00-FOOT STRIP ARE TO BE LENGTHENED OR SHORTENED SO AS TO BEGIN AT THE SOUTHERLY LINE OF THE SOUTHWEST ONE-QUARTER AND TERMINATE AT THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 24:**

LCP ID #0047 PORTION

APN 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** A STRIP OF LAND 40.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 53 OF LAND SURVEYS AT PAGE 22, SHASTA COUNTY RECORDS, FROM WHICH THE SOUTHWEST CORNER THEREOF BEARS NORTH 89°45'53" WEST, A DISTANCE OF 2,637.47 FEET (*SHOWN AS NORTH 88°42'35" WEST, 2,638.07 FEET ON SAID MAP*); THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 3, NORTH 89°45'53" WEST, A DISTANCE OF 1,784.17 FEET TO THE POINT OF INTERSECTION WITH AN EXISTING POLE LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID EXISTING POLE LINE NORTH 2°01'50" EAST, A DISTANCE OF 2,548.32 FEET; THENCE NORTH 5°53'30" WEST, A DISTANCE OF 1,462.01 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3, SAID POINT BEING THE **POINT OF TERMINATION**.

### Appendix 3: Conservation Easement

THE SIDELINES OF SAID 40.00-FOOT STRIP ARE TO BE LENGTHENED OR SHORTENED SO AS TO BEGIN AT THE SOUTHERLY LINE OF THE SOUTHWEST ONE-QUARTER AND TERMINATE AT THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 25:**

LCP ID #0048 PORTION

APN 021-200-004 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 182, PAGE 106 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, AND THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 53 OF LAND SURVEYS AT PAGE 22, SHASTA COUNTY RECORDS, FROM WHICH THE SOUTHWEST CORNER THEREOF BEARS NORTH 89°45'53" WEST, A DISTANCE OF 2,637.47 FEET (*SHOWN AS NORTH 88°42'35" WEST, 2,638.07 FEET ON SAID MAP*); THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 3, NORTH 89°45'53" WEST, A DISTANCE OF 946.47 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 51°06'34" EAST, A DISTANCE OF 512.14 FEET;

THENCE NORTH 82°59'09" EAST, A DISTANCE OF 545.49 FEET;

THENCE NORTH 65°12'25" EAST, A DISTANCE OF 906.30 FEET;

THENCE NORTH 70°48'31" EAST, A DISTANCE OF 818.92 FEET;

THENCE SOUTH 75°03'34" EAST, A DISTANCE OF 601.06 FEET;

THENCE SOUTH 55°25'26" EAST, A DISTANCE OF 561.11 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF SAID SECTION 3, SAID POINT BEING THE **POINT OF TERMINATION**.

### Appendix 3: Conservation Easement

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 26:**

LCP ID #0050

APN 021-200-005 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 111, PAGE 486 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOT THREE (3) OF SECTION TWO (2), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 27:**

LCP ID #0051

APN 021-120-008 PORTION, 021-200-005 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 1 WEST AND IN THE SOUTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 134, PAGE 118 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOTS ONE (1) AND TWO (2) OF THE NORTHEAST QUARTER OF SECTION TWO (2), TOWNSHIP 36 NORTH, RANGE 1 WEST AND THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, ALL IN MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 28:**

LCP ID #0052

APN 021-120-008 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 111, PAGE 502 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

### Appendix 3: Conservation Easement

**PARCEL 29:**

LCP ID #0053

APN 021-120-008 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHEAST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER, AND THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 30:**

LCP ID #0054

APN 021-120-004 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTH ONE-HALF OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 232 OF PATENTS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER, AND THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION TWENTY-SIX (26), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 31:**

LCP ID #0055

APN 021-120-004 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION TWENTY-FIVE (25), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

### Appendix 3: Conservation Easement

**PARCEL 32:**

LCP ID #0056

APN 021-120-008 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 157, PAGE 438 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 33:**

LCP ID #0065

APN 021-200-021

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 172, PAGE 416 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 34:**

LCP ID #0067 PORTION

APN 021-200-022 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 140, PAGE 156 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE WEST ONE-HALF OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION TWELVE (12), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 30 OF LAND SURVEYS AT PAGE 72, SHASTA COUNTY RECORDS,

### Appendix 3: Conservation Easement

FROM WHICH THE NORTHWEST CORNER THEREOF BEARS NORTH 89°49'09" WEST, A DISTANCE OF 1,318.94 FEET (*SHOWN AS NORTH 89°43'40" WEST, 1,319.77 FEET*); THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST ONE-QUARTER, SOUTH 00°19'26" EAST, A DISTANCE OF 200.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID EASTERLY LINE, THE FOLLOWING COURSES:

SOUTH 89°49'09" EAST, A DISTANCE OF 285.53 FEET;

THENCE NORTH 22°57'11" EAST, A DISTANCE OF 491.12 FEET;

THENCE NORTH 68°52'33" EAST, A DISTANCE OF 602.07 FEET;

THENCE SOUTH 40°13'10" EAST, A DISTANCE OF 109.18 FEET;

THENCE EASTERLY, A DISTANCE OF 863.35 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 131°54'38";

THENCE NORTH 07°52'12" EAST, A DISTANCE OF 60.82 FEET;

THENCE NORTHEASTERLY, A DISTANCE OF 135.27 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 77°30'14";

THENCE NORTH 85°22'26" EAST, A DISTANCE OF 137.16 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 12, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 35:**

LCP ID #0068 PORTION

APN 021-200-032 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 12, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 73, PAGE 104 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER, THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, AND THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION TWELVE (12), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.



### Appendix 3: Conservation Easement

**EXCEPTING THEREFROM** THE NORTHERLY 200.00 FEET OF THE EASTERLY 250.00 FEET OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12.

**PARCEL 36:**

LCP ID #0074 PORTION

APN 021-250-003 PORTION, 021-250-007 PORTION, 021-250-009 PORTION,  
022-130-015, 027-020-005 PORTION, 027-020-014, 027-020-015, 027-110-011,  
027-180-012, 027-280-006

THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF SHASTA, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS DESCRIBED IN THAT DEED RECORDED IN VOLUME 14 OF OFFICIAL RECORDS AT PAGE 220, SHASTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 AND 2 OF THE NORTHWEST ONE-QUARTER AND THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER AND THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

LOTS 1, 2, 7, 8, 9, AND 10, THE SOUTHWEST ONE-QUARTER, AND THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION ONE (1), LOTS 1, 2, 7, 8, AND 9, THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, AND THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION TWO (2); AND THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION TWELVE (12), ALL IN TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

ALL OF SECTION TWENTY-SIX (26) (**EXCEPT** THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER THEREOF), ALL OF SECTION THIRTY-FIVE (35), AND THE SOUTH ONE-HALF OF SECTION THIRTY-SIX (36), ALL IN TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THAT PORTION OF SAID SECTIONS TWENTY-SIX (26) AND THIRTY-FIVE (35) LYING WESTERLY OF THE CENTERLINE OF BIG BEND ROAD AND COVE ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 26 FROM WHICH THE NORTHEAST CORNER THEREOF BEARS SOUTH 89°44'48" EAST, A DISTANCE OF 5,343.73 FEET; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION TWENTY-SIX (26), SOUTH 89°44'48" EAST, A DISTANCE OF 1,654.17 FEET TO A POINT ON THE CENTERLINE OF BIG BEND ROAD, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG THE CENTERLINE OF BIG BEND ROAD THE FOLLOWING COURSES:

### Appendix 3: Conservation Easement

SOUTHERLY ALONG A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS SOUTH 69°20'42" EAST, A RADIAL DISTANCE OF 4,000.00 FEET THROUGH A CENTRAL ANGLE OF 03°01'08", A DISTANCE OF 210.77 FEET;

THENCE SOUTH 17°38'09" WEST, A DISTANCE OF 435.57 FEET;

THENCE SOUTH 18°43'15" WEST, A DISTANCE OF 817.62 FEET;

THENCE SOUTHERLY, A DISTANCE OF 82.20 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 06°43'40";

THENCE SOUTH 25°26'55" WEST, A DISTANCE OF 272.28 FEET;

THENCE SOUTHERLY, A DISTANCE OF 215.15 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 17°36'38";

THENCE SOUTH 07°50'17" WEST, A DISTANCE OF 119.14 FEET;

THENCE CONTINUING SOUTH 07°50'17" WEST, A DISTANCE OF 330.55 FEET;

THENCE SOUTH 09°47'30" WEST, A DISTANCE OF 737.21 FEET;

THENCE SOUTHERLY, A DISTANCE OF 386.04 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2,500.00 FEET AND A CENTRAL ANGLE OF 08°50'50";

THENCE SOUTHERLY, A DISTANCE OF 299.96 FEET ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 5,000.00 FEET AND A CENTRAL ANGLE OF 03°26'14";

THENCE SOUTHERLY, A DISTANCE OF 267.65 FEET ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,500.00 FEET AND A CENTRAL ANGLE OF 10°13'25";

THENCE SOUTH 25°25'31" WEST, A DISTANCE OF 343.59 FEET;

THENCE SOUTHERLY, A DISTANCE OF 158.11 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 09°03'32";

THENCE SOUTHERLY, A DISTANCE OF 634.87 FEET ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 2,500.00 FEET AND A CENTRAL ANGLE OF 14°33'01";

THENCE SOUTH 01°48'58" WEST, A DISTANCE OF 495.89 FEET;

THENCE SOUTH 00°36'57" WEST, A DISTANCE OF 365.42 FEET;

THENCE SOUTHERLY, A DISTANCE OF 182.51 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 10°27'26";

THENCE SOUTH 09°50'29" EAST, A DISTANCE OF 469.89 FEET;

### Appendix 3: Conservation Easement

THENCE SOUTH 09°13'32" EAST, A DISTANCE OF 428.71 FEET;

THENCE SOUTHERLY, A DISTANCE OF 267.65 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5,000.00 FEET AND A CENTRAL ANGLE OF 03°04'02";

THENCE SOUTH 06°09'31" EAST, A DISTANCE OF 357.88 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 528.64 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 48°51'12";

THENCE SOUTHEASTERLY, A DISTANCE OF 186.87 FEET ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,300.00 FEET AND A CENTRAL ANGLE OF 08°14'10";

THENCE SOUTH 46°46'32" EAST, A DISTANCE OF 150.99 FEET TO THE POINT OF INTERSECTION WITH COVE ROAD, THENCE ALONG THE CENTERLINE OF COVE ROAD THE FOLLOWING COURSES:

THENCE SOUTH 57°11'01" WEST, A DISTANCE OF 335.42 FEET;

THENCE SOUTHWESTERLY, A DISTANCE OF 152.19 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 29°03'57";

THENCE SOUTH 28°07'03" WEST, A DISTANCE OF 210.32 FEET;

THENCE SOUTHERLY, A DISTANCE OF 481.96 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 27°36'51";

THENCE SOUTH 00°30'13" WEST, A DISTANCE OF 211.23 FEET;

THENCE SOUTHERLY, A DISTANCE OF 96.53 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 11°03'41";

THENCE SOUTH 11°33'54" WEST, A DISTANCE OF 244.98 FEET TO THE POINT OF INTERSECTION WITH AN EXISTING LINE OF TOWERS, SAID POINT HEREINAFTER REFERRED TO AS **POINT "A"**;

THENCE SOUTH 11°33'54" WEST, A DISTANCE OF 177.60 FEET;

THENCE SOUTH 13°18'44" WEST, A DISTANCE OF 558.37 FEET;

THENCE SOUTHERLY, A DISTANCE OF 31.35 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,000.00 FEET AND A CENTRAL ANGLE OF 00°53'54" TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 35, SAID POINT BEING THE **POINT OF TERMINATION**.

**ALSO EXCEPTING THEREFROM**, A STRIP OF LAND 120.00 FEET WIDE, LYING WITHIN SAID SECTIONS 2 AND 35, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### Appendix 3: Conservation Easement

**BEGINNING** AT AFORESAID POINT "A"; THENCE ALONG SAID CENTERLINE LINE OF TOWERS THE FOLLOWING COURSES: SOUTH 88°40'15" EAST, A DISTANCE OF 749.00 FEET; THENCE SOUTH 68°13'05" EAST, A DISTANCE OF 4,367.56 FEET; THENCE SOUTH 88°55'27" EAST, A DISTANCE OF 158.14 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SECTION 2, SAID POINT BEING THE **POINT OF TERMINATION**.

**ALSO EXCEPTING THEREFROM** A PORTION OF SAID SECTIONS 26, 35 AND 36, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 1 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 64, SHASTA COUNTY RECORDS FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 36 BEARS NORTH 88°33'49" WEST, A DISTANCE OF 2,680.27 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 36, NORTH 88°33'49" WEST, A DISTANCE OF 2,573.28 FEET TO A POINT IN A LINE LYING WESTERLY 125.00 FEET AND PARALLEL WITH AN EXISTING TOWER LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE THE FOLLOWING THREE COURSES:

NORTH 09°06'12" WEST, A DISTANCE OF 2,699.01 FEET;

THENCE NORTH 00°09'17" WEST, A DISTANCE OF 4,379.15 FEET;

THENCE NORTH 20°38'59" EAST, A DISTANCE OF 882.77 FEET TO A POINT IN THE EASTERLY LINE OF SAID SECTION 26;

THENCE ALONG SAID EASTERLY LINE, SOUTH 00°13'43" EAST, A DISTANCE OF 2,515.22 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 26;

THENCE ALONG THE EASTERLY LINE OF SAID SECTION 35, SOUTH 00°10'56" WEST, A DISTANCE OF 2,663.44 FEET TO THE EAST ONE-QUARTER CORNER THEREOF;

THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 00°24'19" EAST, A DISTANCE OF 340.30 FEET TO A LINE LYING 125.00 FEET EASTERLY OF AND PARALLEL WITH SAID EXISTING TOWER LINE;

THENCE ALONG SAID PARALLEL LINE, SOUTH 09°06'12" EAST, A DISTANCE OF 2,387.73 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID SECTION 36;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 88°33'49" WEST, A DISTANCE OF 254.29 FEET TO THE **TRUE POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

### Appendix 3: Conservation Easement

**PARCEL 37:**

LCP ID #0083 PORTION

APN 027-060-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 15, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED IN THAT DEED RECORDED IN VOLUME 137, PAGE 363 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, DESCRIBED THEREIN AS FOLLOWS:

THE WEST HALF OF THE NORTHEAST ONE-QUARTER, THE NORTHWEST ONE-QUARTER AND THE SOUTH ONE-HALF OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE WESTERLY LINE OF SAID SECTION 15; THENCE SOUTH 39°39'21" EAST, A DISTANCE OF 760.58 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 15 BEARS NORTH 68°25'10" EAST, A DISTANCE OF 5,092.24 FEET;

THENCE SOUTH 86°10'30" EAST, A DISTANCE OF 724.91 FEET;

THENCE SOUTH 30°00'01" WEST, A DISTANCE OF 578.06 FEET;

THENCE SOUTH 83°38'25" EAST, A DISTANCE OF 918.12 FEET;

THENCE SOUTH 58°57'28" EAST, A DISTANCE OF 316.75 FEET;

THENCE SOUTH 39°27'08" EAST, A DISTANCE OF 1,702.98 FEET;

THENCE SOUTH 37°18'55" EAST, A DISTANCE OF 1,007.83 FEET;

THENCE SOUTH 25°12'46" EAST, A DISTANCE OF 833.71 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERLY LINE OF SAID SECTION 15, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

### Appendix 3: Conservation Easement

**PARCEL 38:**

LCP ID #0084

APN 027-260-002 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 104, PAGE 454 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION TEN (10), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 39:**

LCP ID #0085

APN 027-260-002 PORTION, 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 10 AND SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 131, PAGE 31 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION ELEVEN (11); AND THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER AND THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER AND THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION TEN (10), ALL IN TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 40:**

LCP ID #0086

APN 027-260-002 PORTION, 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 128, PAGE 113 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION TEN (10), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

### Appendix 3: Conservation Easement

**PARCEL 41:**

LCP ID #0087

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTH ONE-HALF OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 104, PAGE 454 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER AND THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM:**

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, TO HALCOMB PUBLIC CEMETERY DISTRICT, AS RECORDED IN BOOK 473, PAGE 423 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE 1-INCH IRON PIPE (MARKED R.E. 8700) IN THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, FROM WHICH A 1-INCH CAPPED IRON PIPE (MARKED R.E. 5438) MARKING THE NORTH ONE-QUARTER CORNER OF SAID SECTION ELEVEN (11), BEARS NORTH 18°16'47" WEST 2,782.50 FEET DISTANT AND RUNNING THENCE SOUTH 17°43' EAST 163.28 FEET TO A 1-INCH IRON PIPE (MARKED R.E.8700); THENCE SOUTH 84°19'45" WEST 85.34 FEET TO A 1-INCH IRON PIPE (MARKED R.E.8700); THENCE NORTH 5°30' WEST 155.43 FEET TO A 1-INCH IRON PIPE (MARKED R.E.8700); THENCE NORTH 79°31'45" EAST 50.98 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.247 ACRE AND BEING A PORTION OF SAID SECTION ELEVEN (11).

**PARCEL 42:**

LCP ID #0088

APN 027-260-003

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 35, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 110, PAGE 168 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

### Appendix 3: Conservation Easement

**PARCEL 43:**

LCP ID #0089

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 112, PAGE 266 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

A STRIP OF LAND UNIFORMLY 330 FEET WIDE AND 1,320 FEET LONG, BEING THE SOUTHERLY 10 ACRES OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 44:**

LCP ID #0090

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 41, PAGE 475 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 45:**

LCP ID #0091

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 127, PAGE 366 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN,

EXCEPTING THEREFROM THE SOUTHERLY 10 ACRES OF THE AFORESAID LOT, WHICH WERE CONVEYED BY EDWARD CONKLIN UNTO THE PARTY OF THE SECOND PART BY DEED BEARING THE DATE OF THE 20TH DAY OF AUGUST, 1912 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF SHASTA, IN VOLUME 112 OF DEEDS, AT PAGE 266.



### Appendix 3: Conservation Easement

**PARCEL 46:**

LCP ID #0092

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 104, PAGE 446 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**END OF DESCRIPTIONS.**

**EXHIBIT "A-1"** ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

*NOTE: THE INTENT IS TO MERGE ANY UNDERLYING PARCELS WITHIN THE LANDS DESCRIBED ABOVE, IF ANY.*

THESE DESCRIPTIONS WERE PREPARED BY ME:

*Jesse Lenaker*

---

JESSE J. LENAHER, L.S. 8515

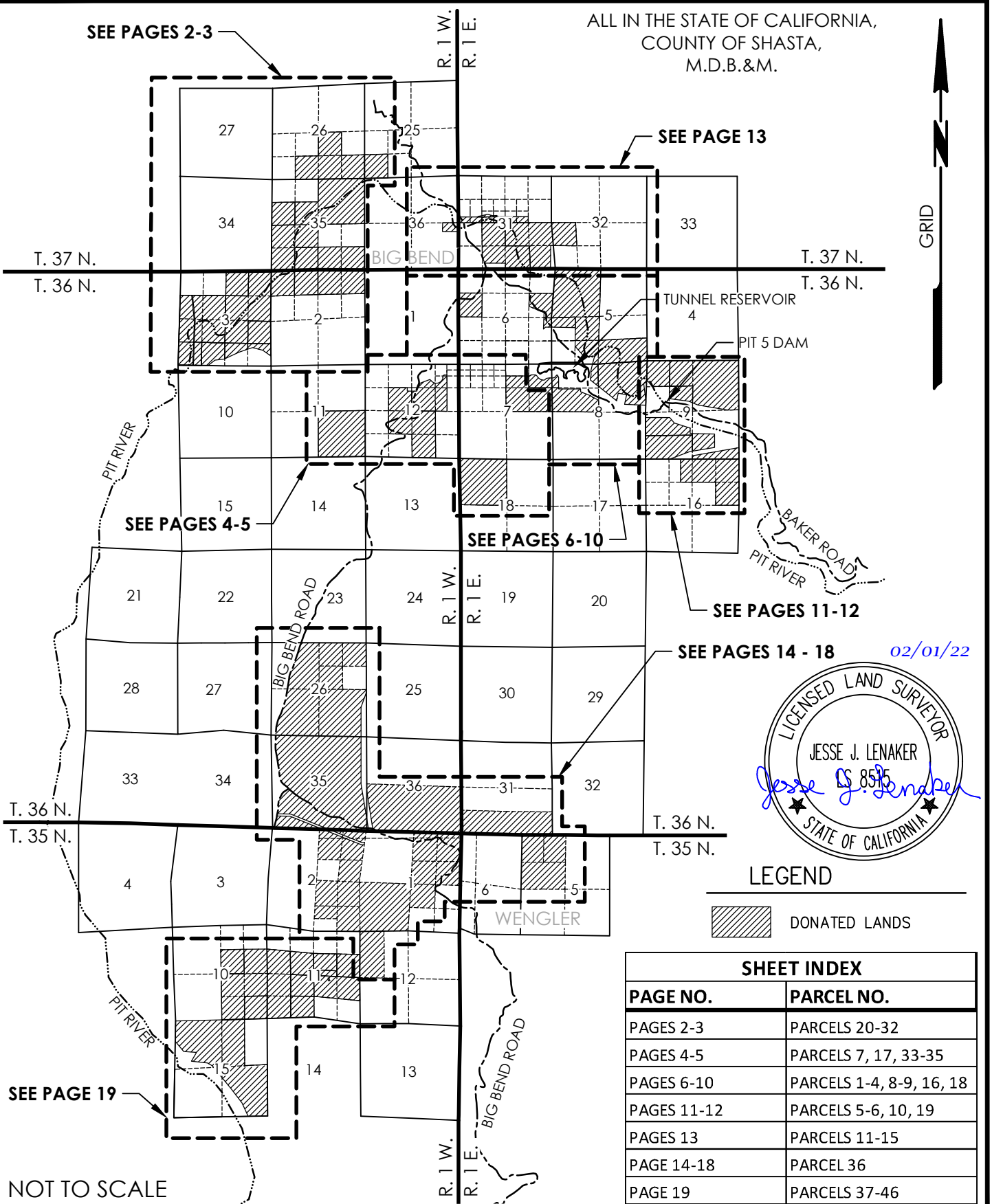


**EXHIBIT A-1**

Property Maps  
(Attached behind this Page)

# Appendix 3: Conservation Easement

ALL IN THE STATE OF CALIFORNIA,  
COUNTY OF SHASTA,  
M.D.B.&M.



## LEGEND

DONATED LANDS

DATE  
2/1/22

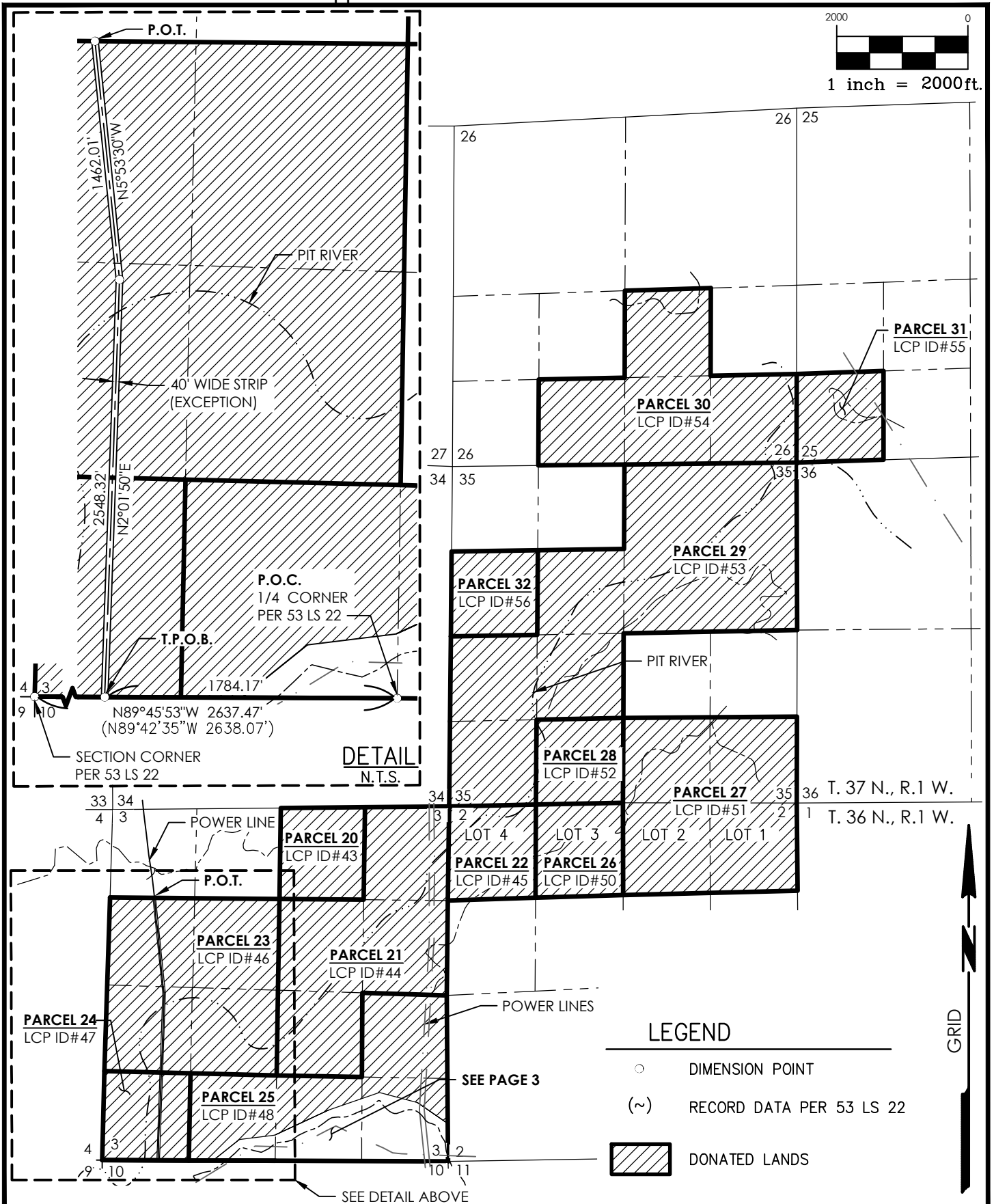


EXHIBIT A-1

PAGE 1 OF 19

JOB #2263.19

# Appendix 3: Conservation Easement



DATE  
2/1/22

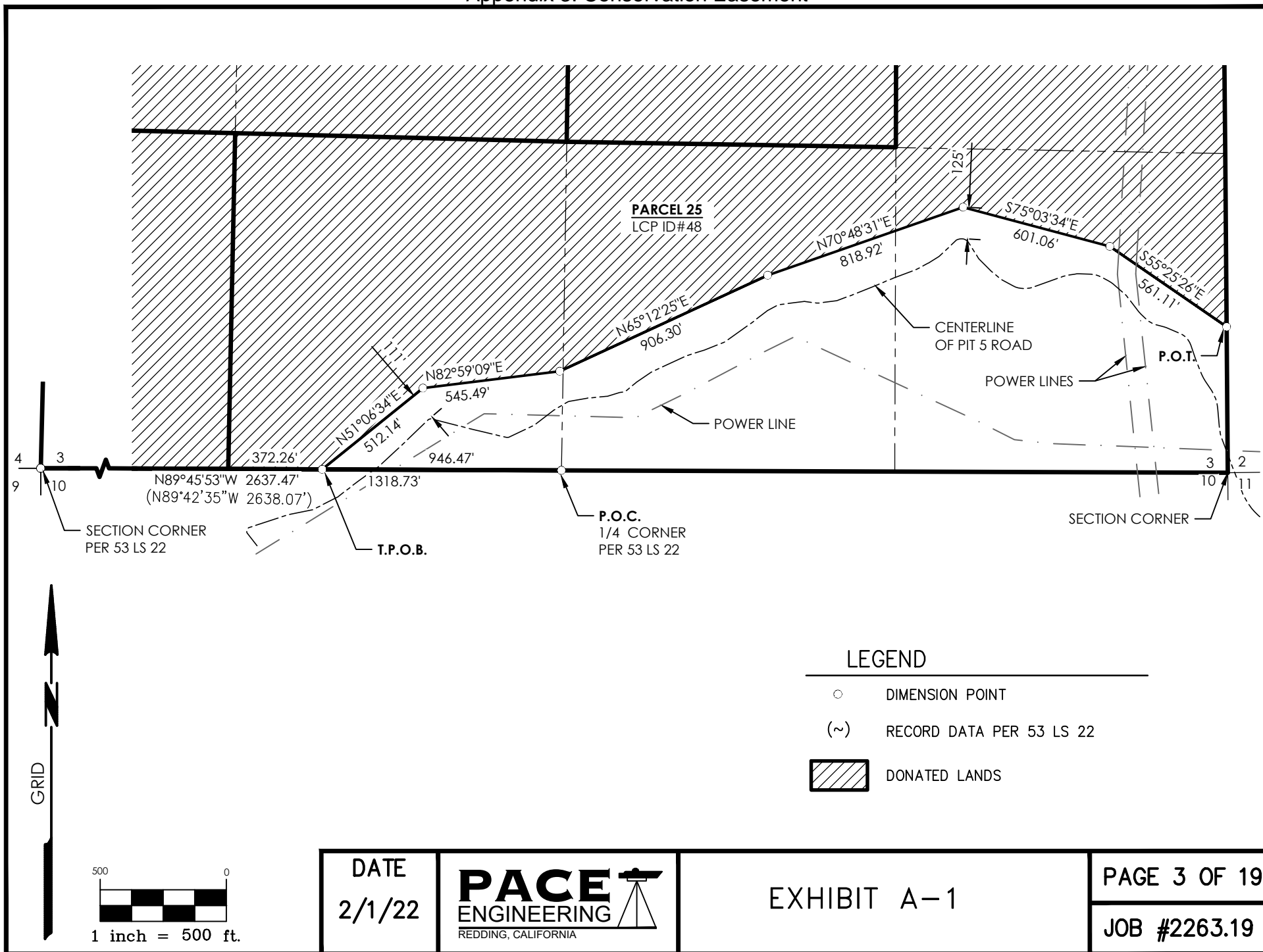
**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1

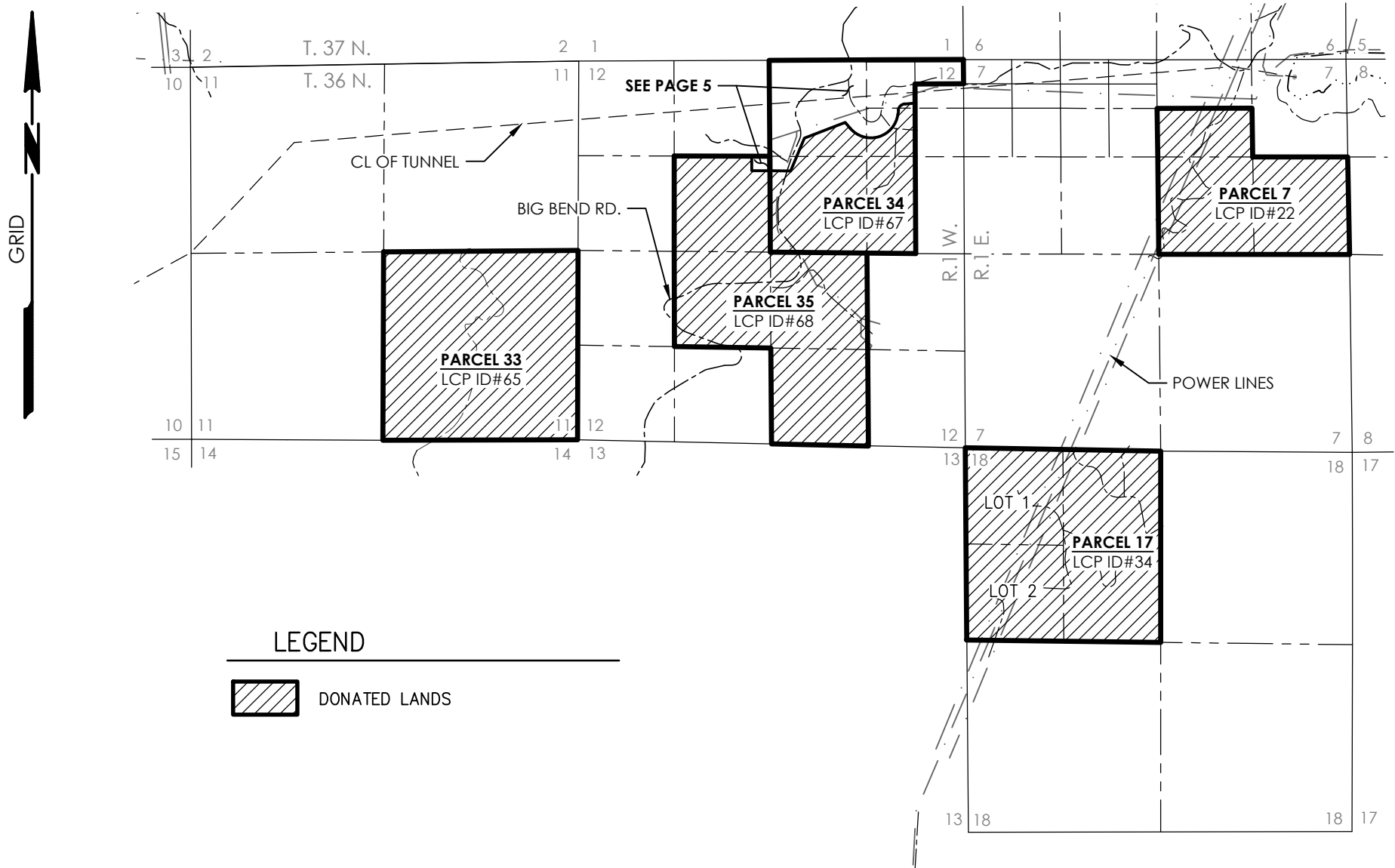
PAGE 2 OF 19

JOB #2263.19

# Appendix 3: Conservation Easement



# Appendix 3: Conservation Easement



2000  
0  
1 inch = 2000ft.

DATE  
2/1/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

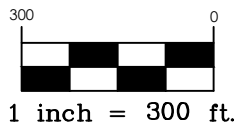
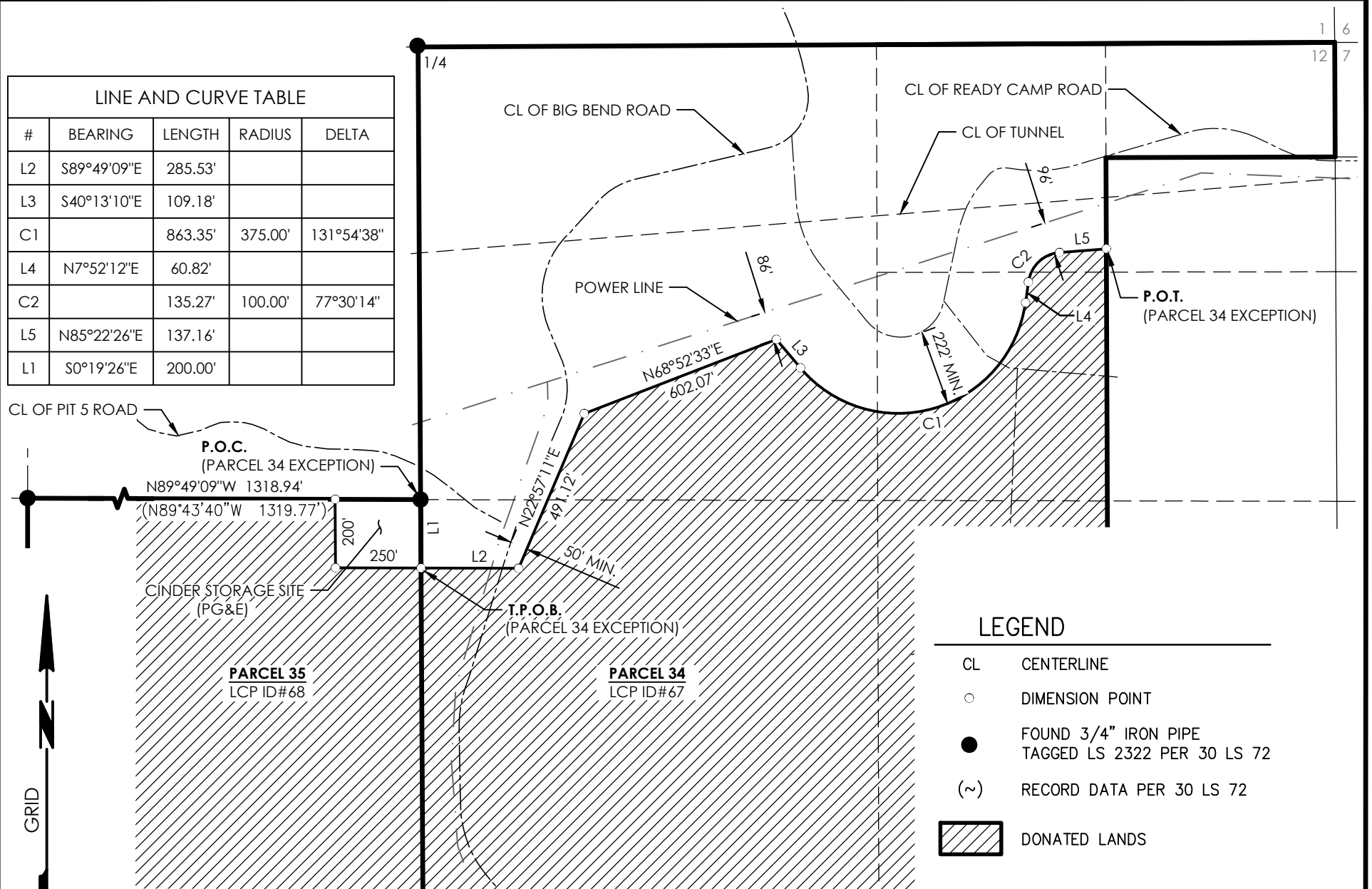
EXHIBIT A-1

PAGE 4 OF 19

JOB #2263.19

# Appendix 3: Conservation Easement

LINE AND CURVE TABLE				
#	BEARING	LENGTH	RADIUS	DELTA
L2	S89°49'09"E	285.53'		
L3	S40°13'10"E	109.18'		
C1		863.35'	375.00'	131°54'38"
L4	N7°52'12"E	60.82'		
C2		135.27'	100.00'	77°30'14"
L5	N85°22'26"E	137.16'		
L1	S0°19'26"E	200.00'		



DATE  
2/1/22

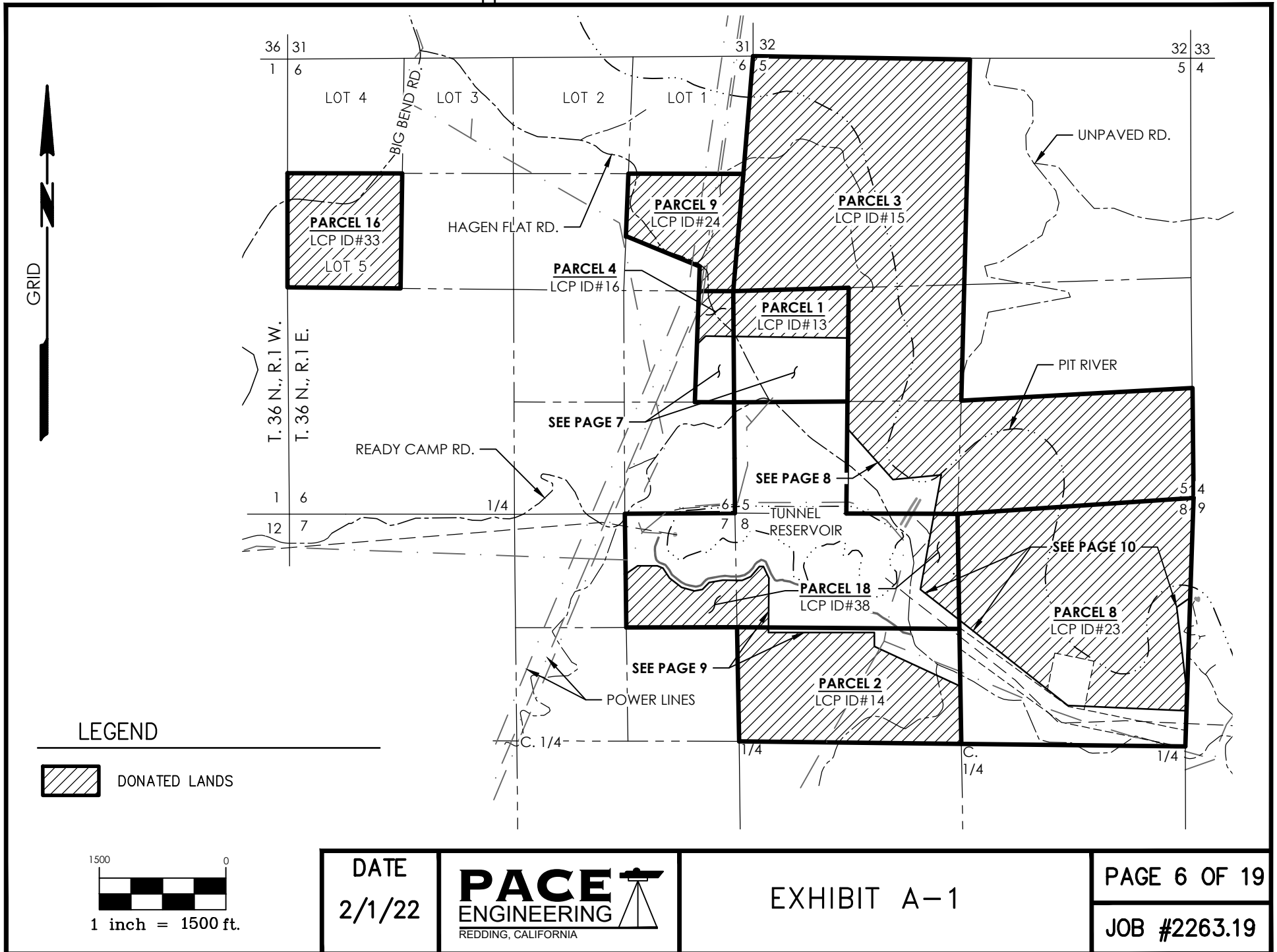
**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1

PAGE 5 OF 19

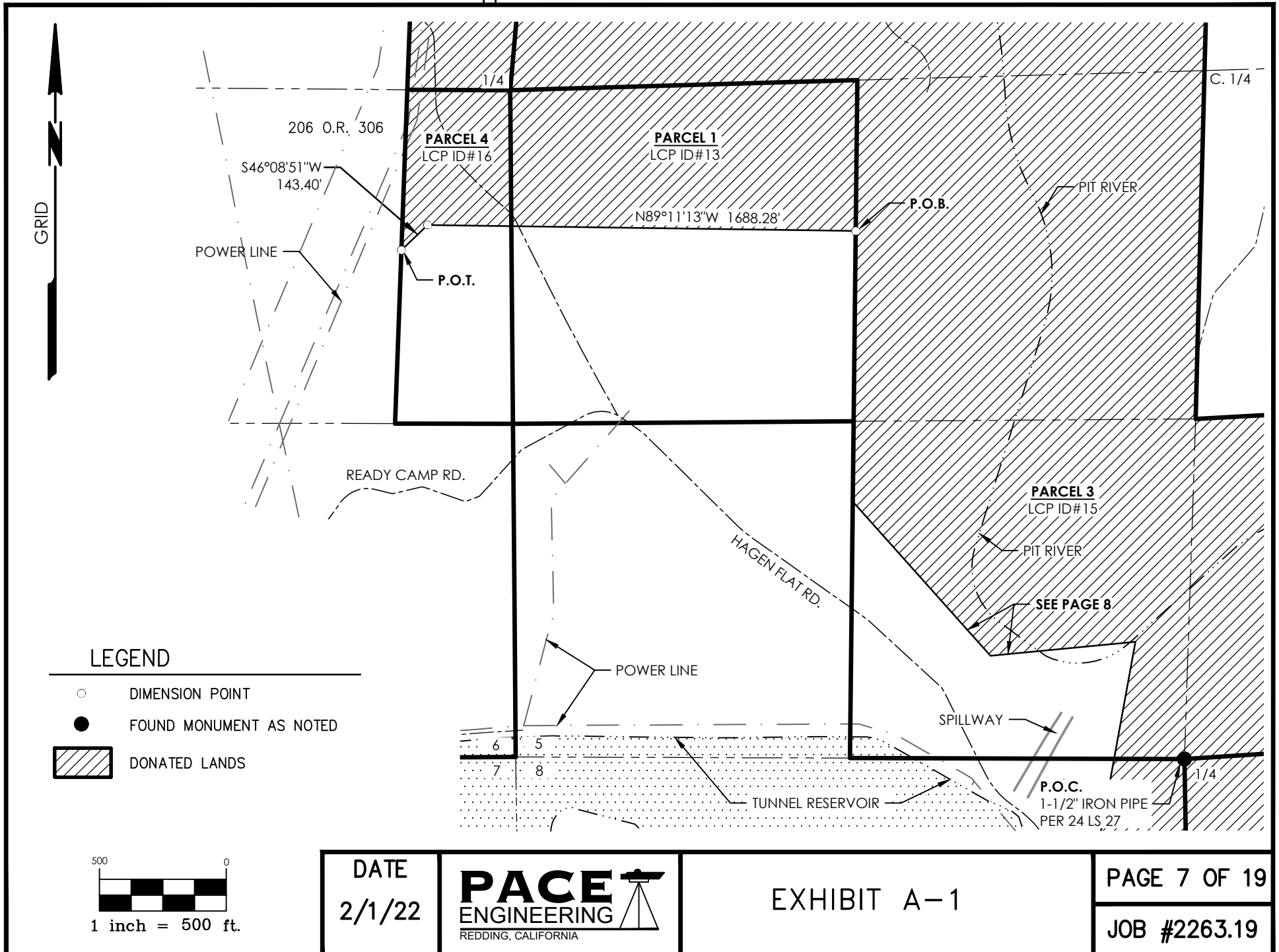
JOB #2263.19

# Appendix 3: Conservation Easement

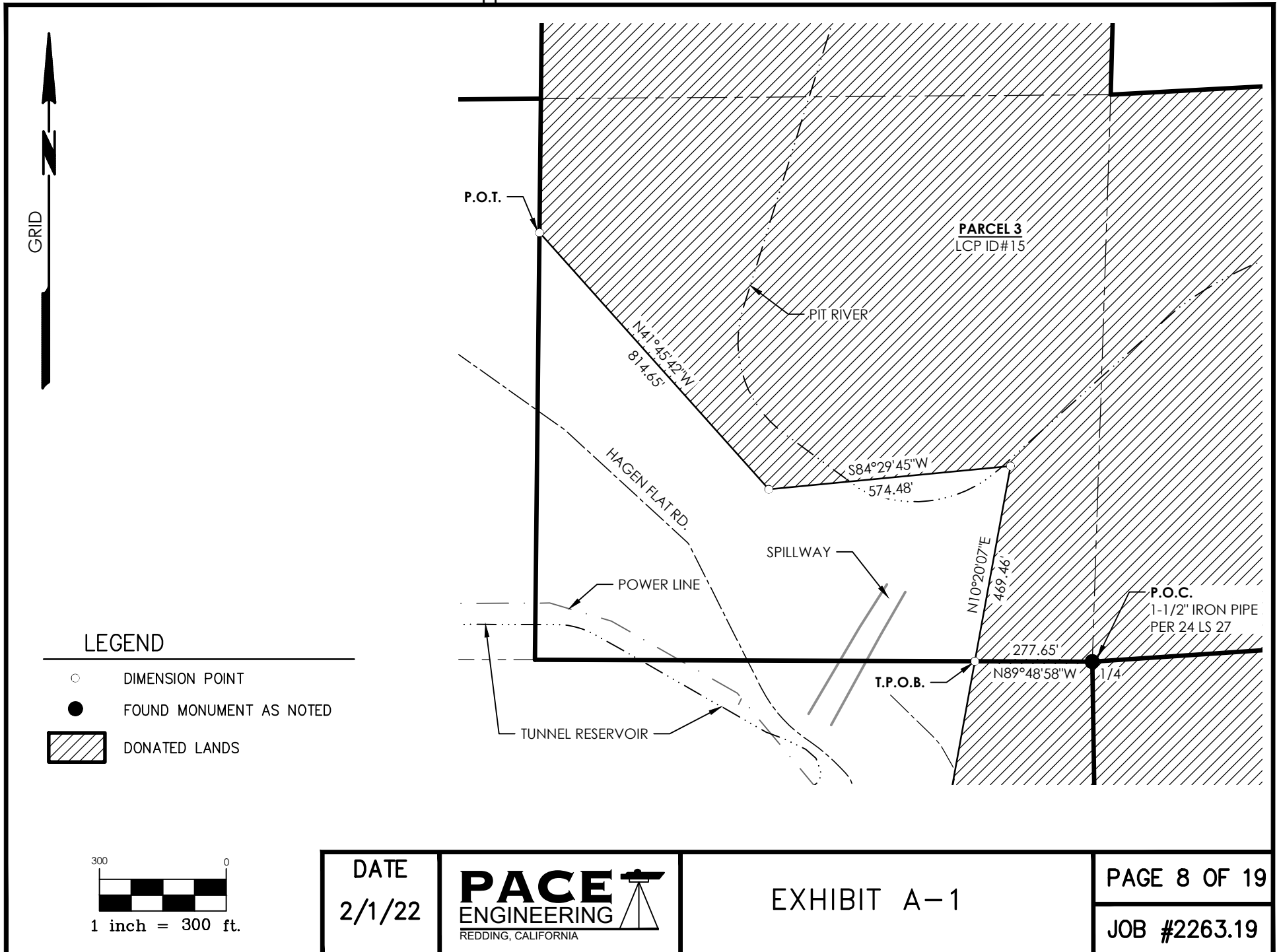




# Appendix 3: Conservation Easement

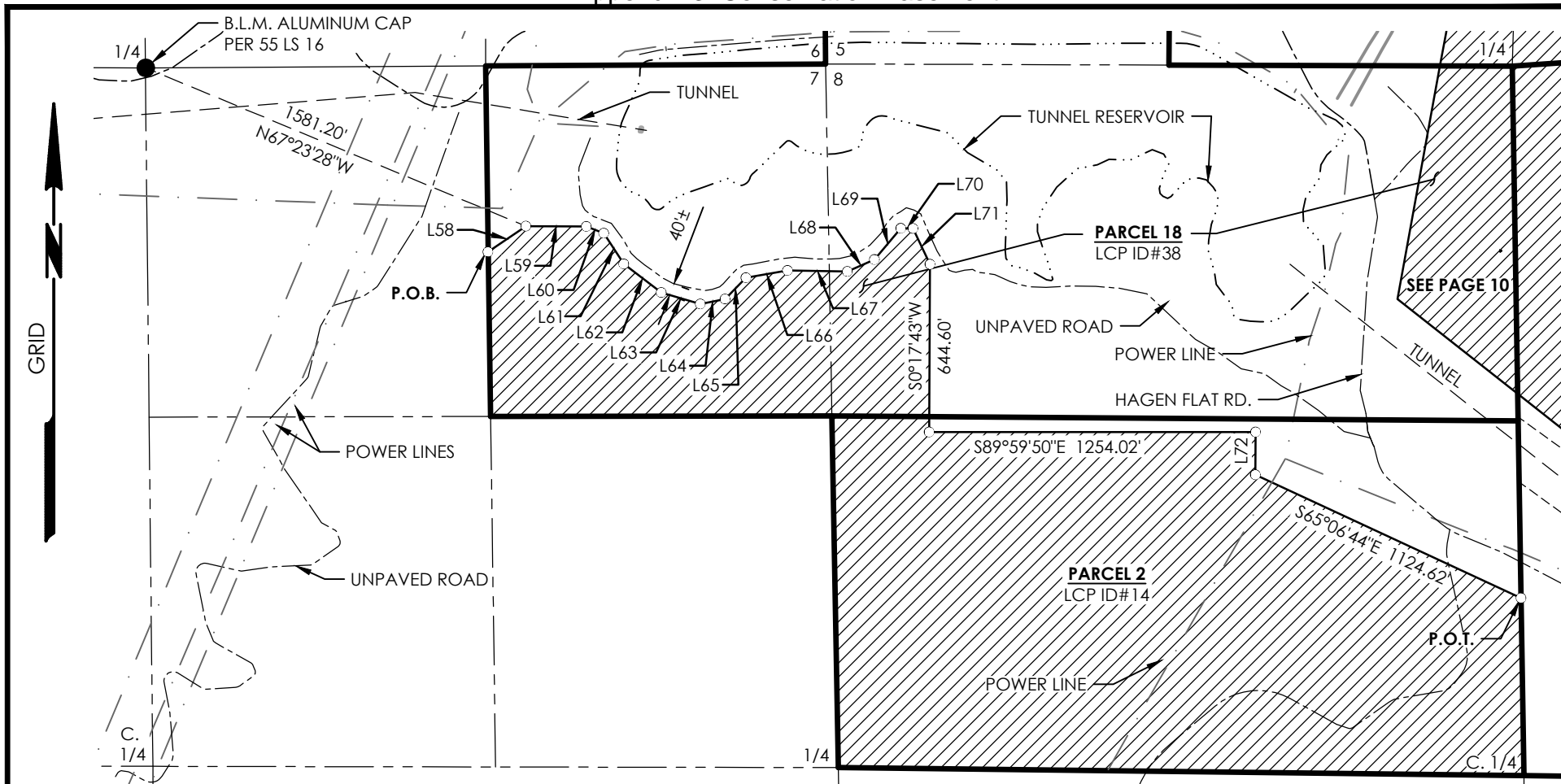


# Appendix 3: Conservation Easement



<b>DATE</b> 2/1/22	<b>PACE</b> ENGINEERING REDDING, CALIFORNIA	<b>EXHIBIT A-1</b>	<b>PAGE 8 OF 19</b>  <b>JOB #2263.19</b>
-----------------------	---	--------------------	--

# Appendix 3: Conservation Easement



LINE TABLE		
LINE	BEARING	LENGTH
L58	N55°44'18"E	174.38'
L59	S89°39'03"E	232.24'
L60	S68°38'06"E	71.69'
L61	S33°07'19"E	140.89'

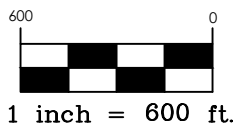
LINE TABLE		
LINE	BEARING	LENGTH
L62	S52°43'21"E	181.06'
L63	S73°36'50"E	156.50'
L64	N78°27'52"E	97.31'
L65	N44°36'08"E	114.37'

LINE TABLE		
LINE	BEARING	LENGTH
L66	N80°06'34"E	161.79'
L67	S89°04'53"E	229.88'
L68	N66°18'00"E	113.66'
L69	N40°13'41"E	157.02'

LINE TABLE		
LINE	BEARING	LENGTH
L70	S89°39'03"E	46.92'
L71	S25°23'36"E	152.26'
L72	S0°21'03"W	164.33'

## LEGEND

- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- DONATED LANDS



DATE  
2/1/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

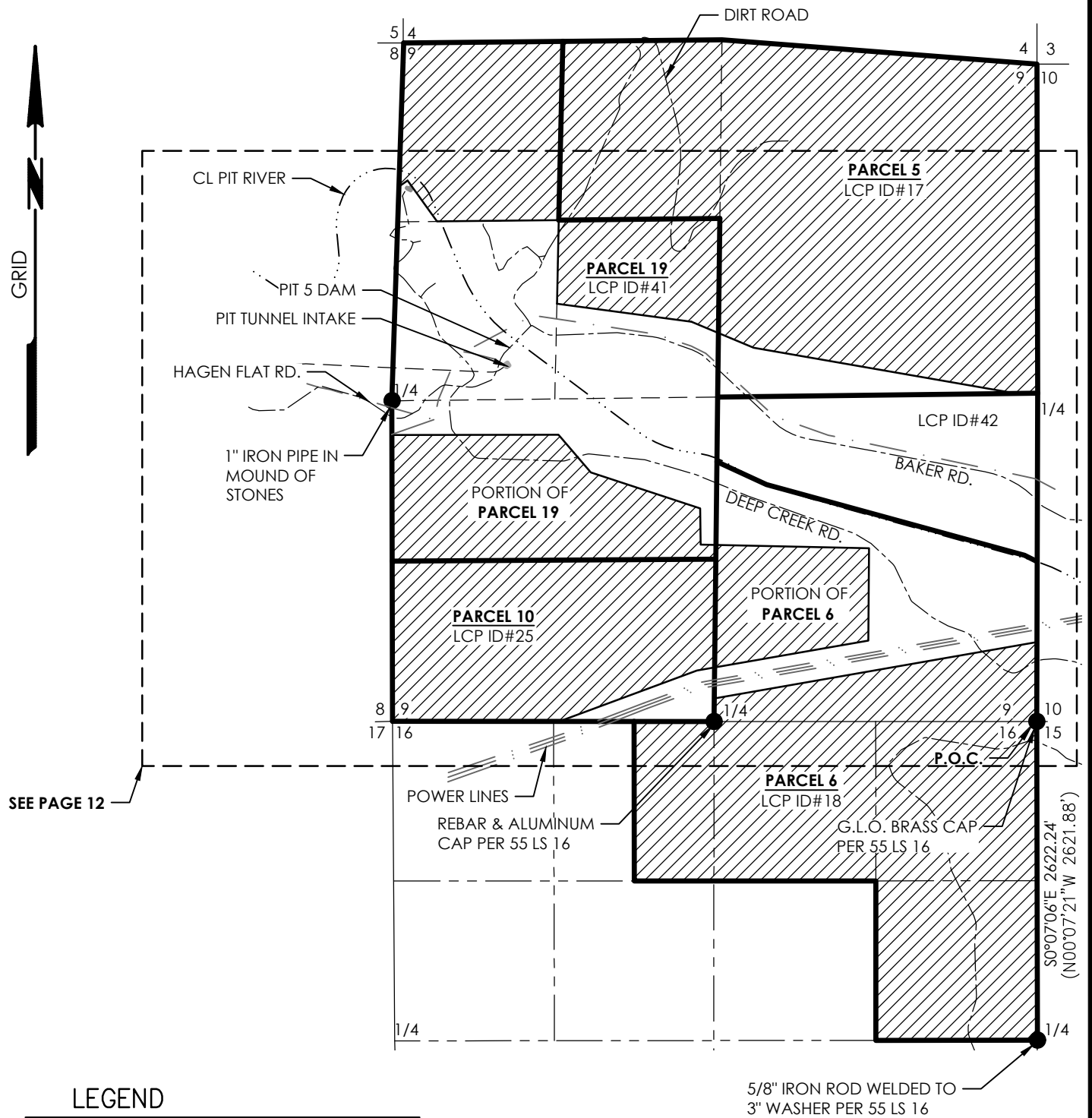
EXHIBIT A-1

PAGE 9 OF 19


JOB #2263.19

[illegible]

# Appendix 3: Conservation Easement



## LEGEND

- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- (~) RECORD DATA PER 55 LS 16
-  DONATED LANDS

1200 0

1 inch = 1200 ft.

DATE  
2/1/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

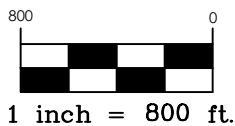
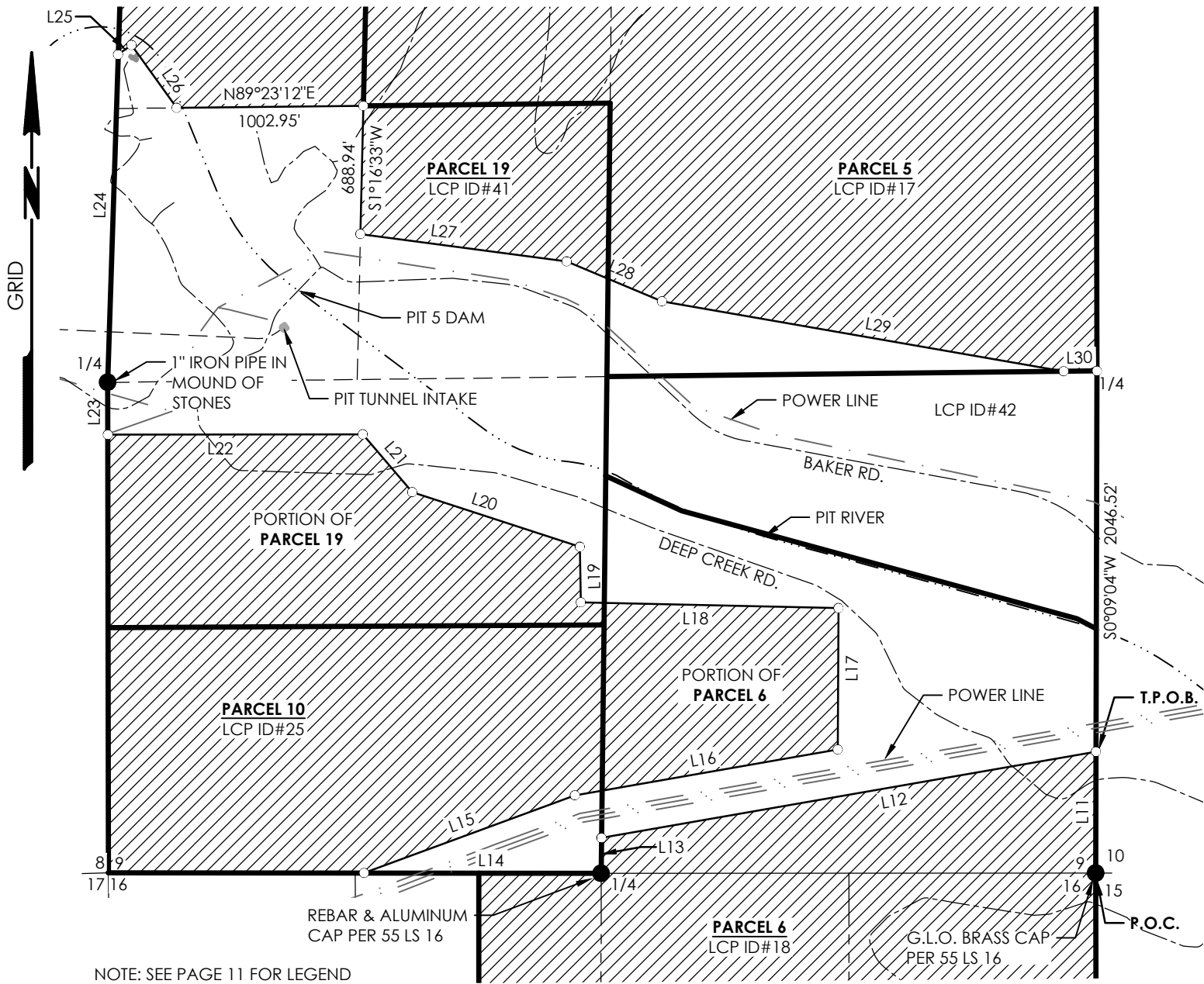
EXHIBIT A-1

PAGE 11 OF 19

JOB #2263.19

# Appendix 3: Conservation Easement

LINE TABLE		
LINE	BEARING	LENGTH
L11	N0°09'04"E	653.43'
L12	S80°05'32"W	2695.91'
L13	S0°40'00"W	190.53'
L14	N89°56'47"W	1275.32'
L15	N69°46'25"E	1209.68'
L16	N80°05'32"E	1432.55'
L17	N0°20'18"E	760.03'
L18	N88°43'28"W	1384.88'
L19	N0°51'59"W	298.06'
L20	N71°54'21"W	947.43'
L21	N40°32'47"W	408.87'
L22	S89°55'29"W	1370.32'
L23	N0°05'37"W	280.72'
L24	N1°53'00"E	1764.57'
L25	N54°37'44"E	86.12'
L26	S35°42'03"E	415.66'
L27	S82°24'49"E	1117.17'
L28	S67°18'43"E	555.13'
L29	S80°06'41"E	2190.11'
L30	N89°19'44"E	178.62'



DATE  
2/1/22

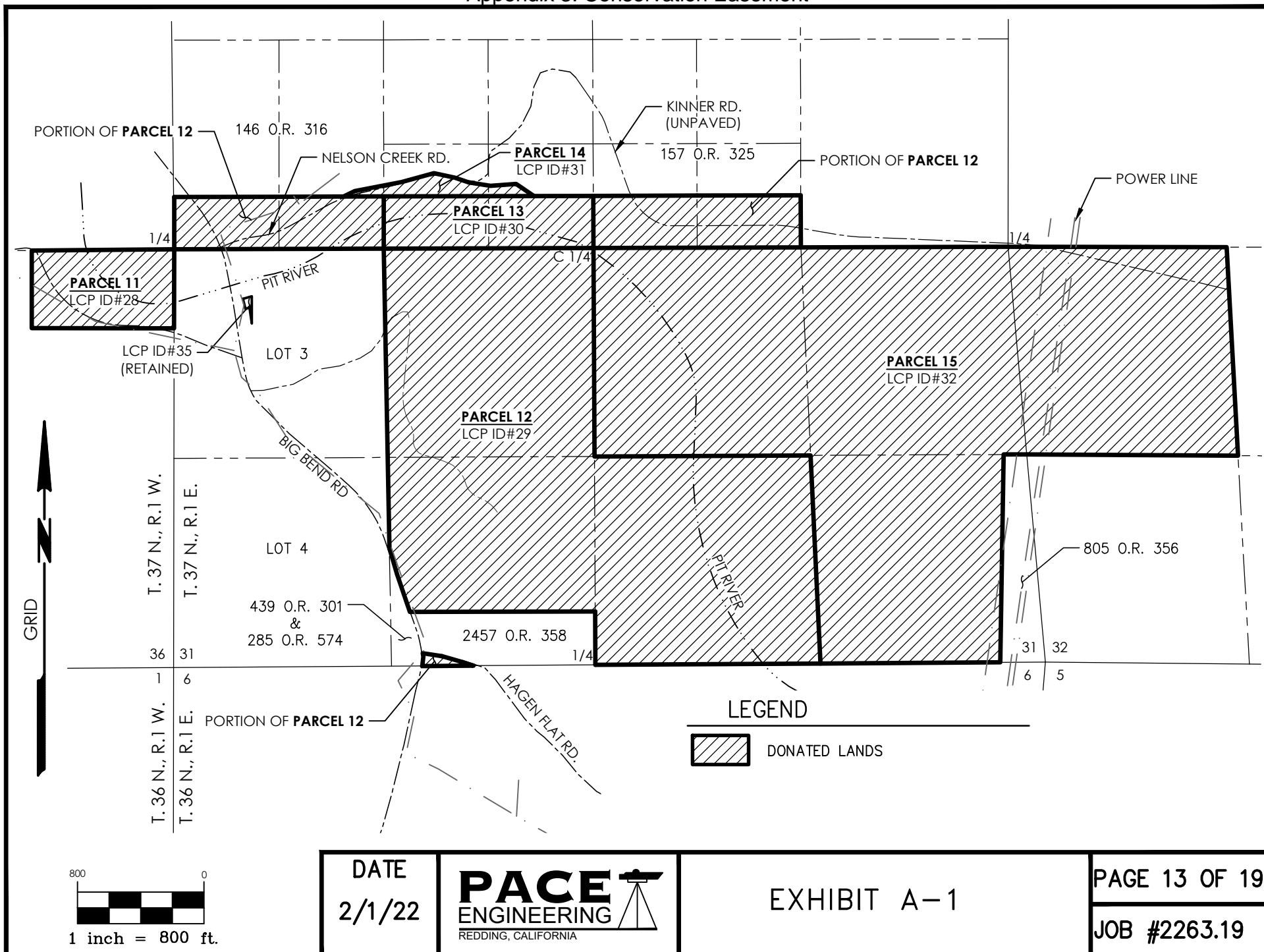
**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

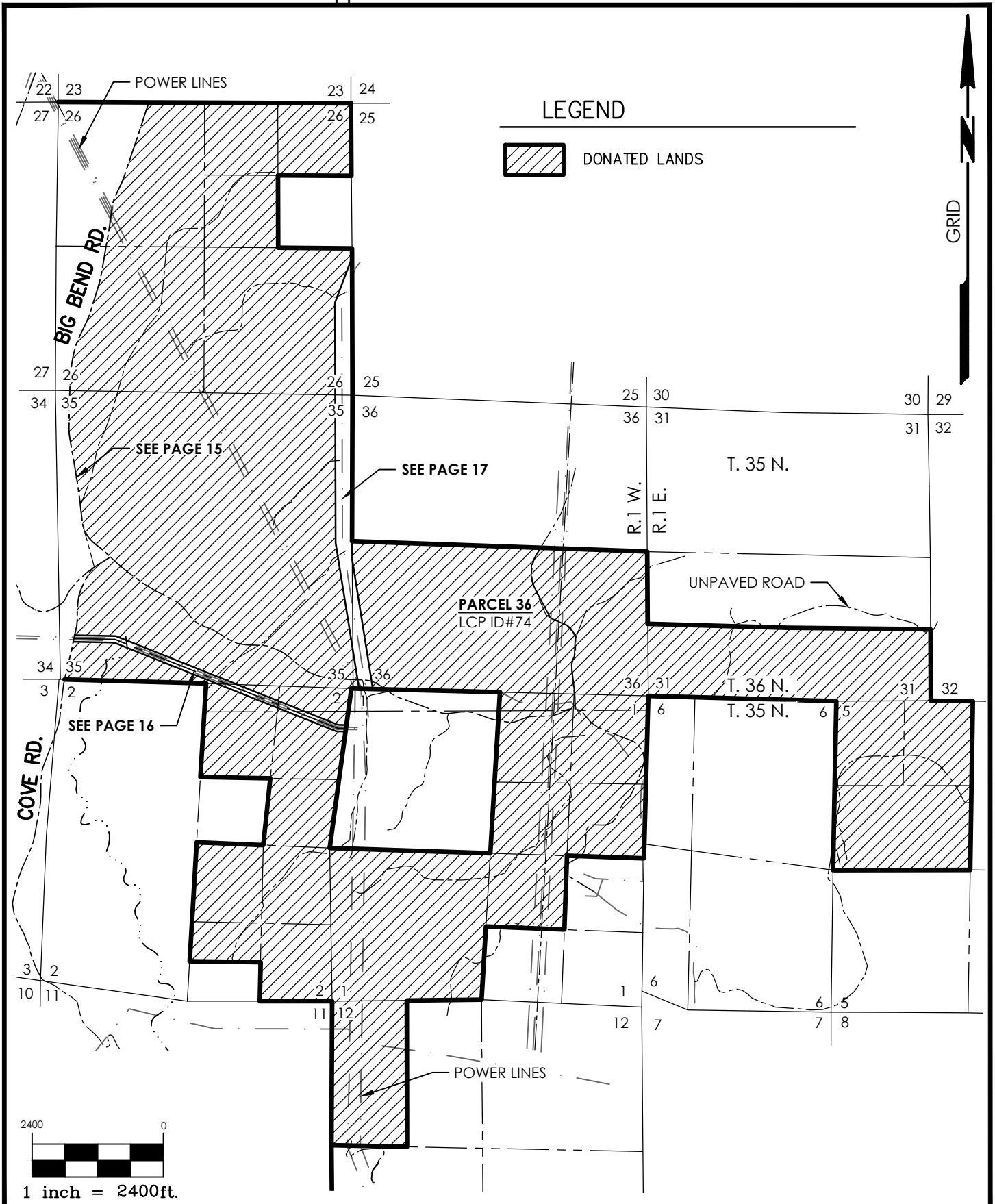
EXHIBIT A-1

PAGE 12 OF 19

JOB #2263.19

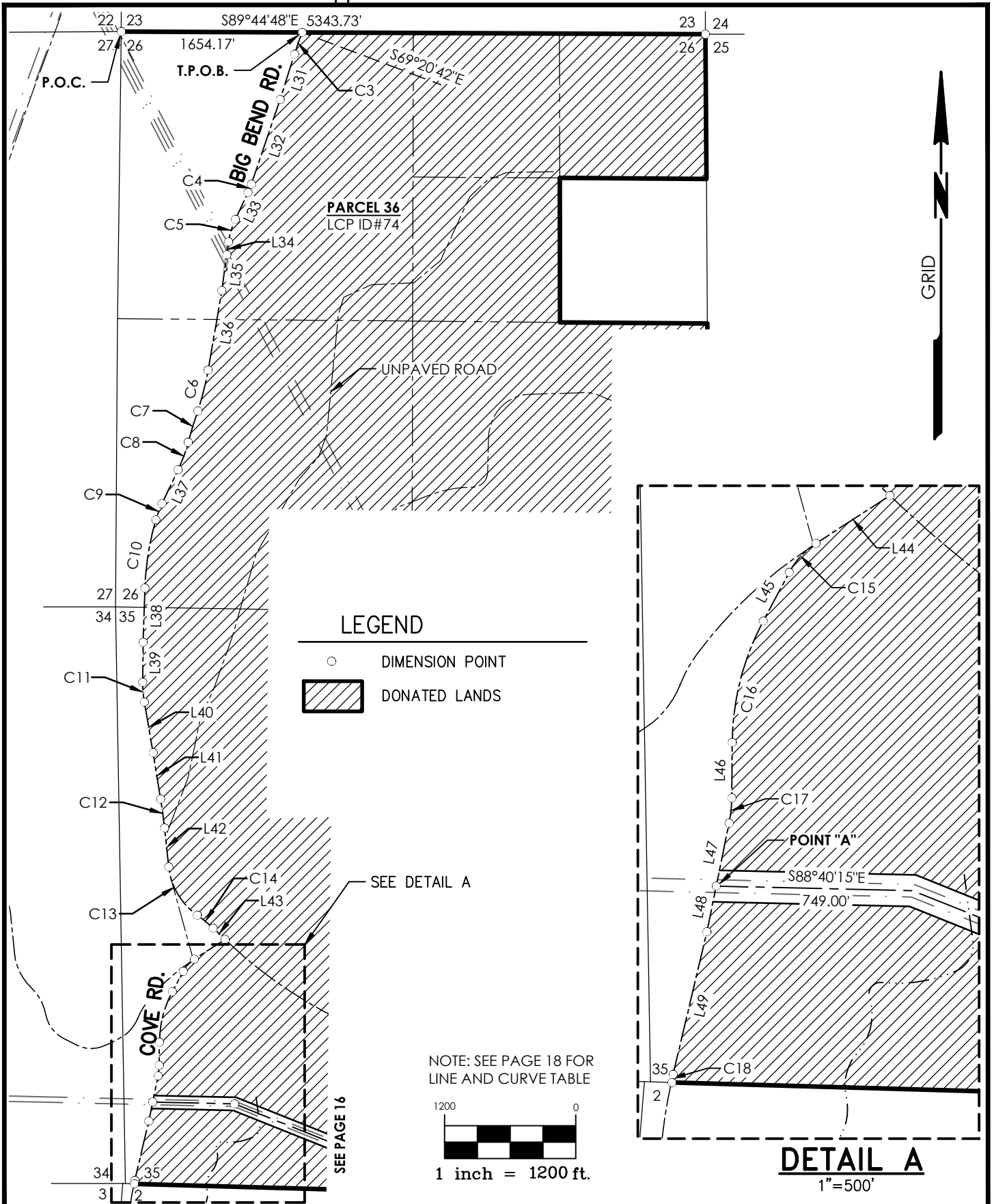
# Appendix 3: Conservation Easement







# Appendix 3: Conservation Easement



DATE  
2/1/22

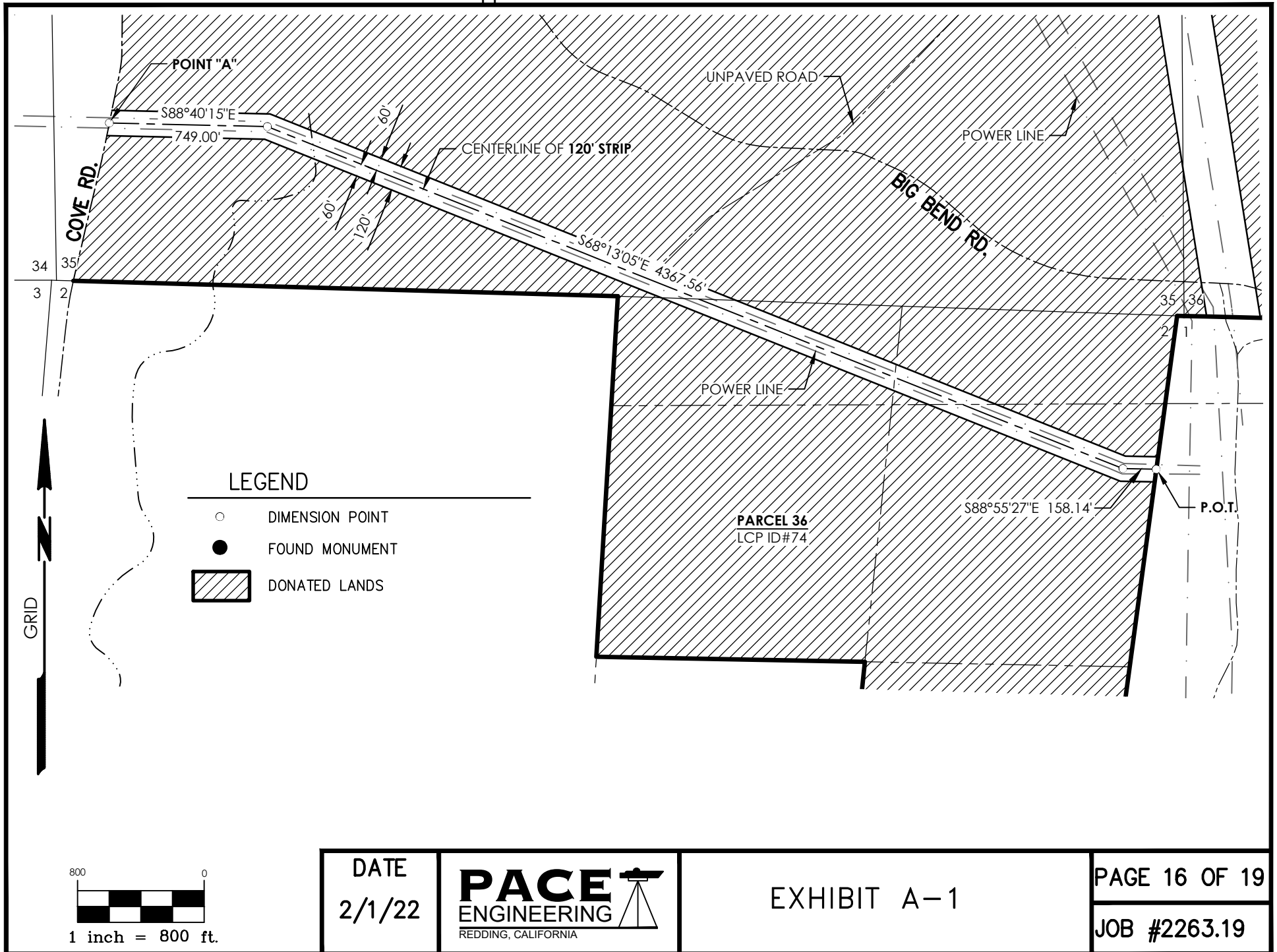
**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1

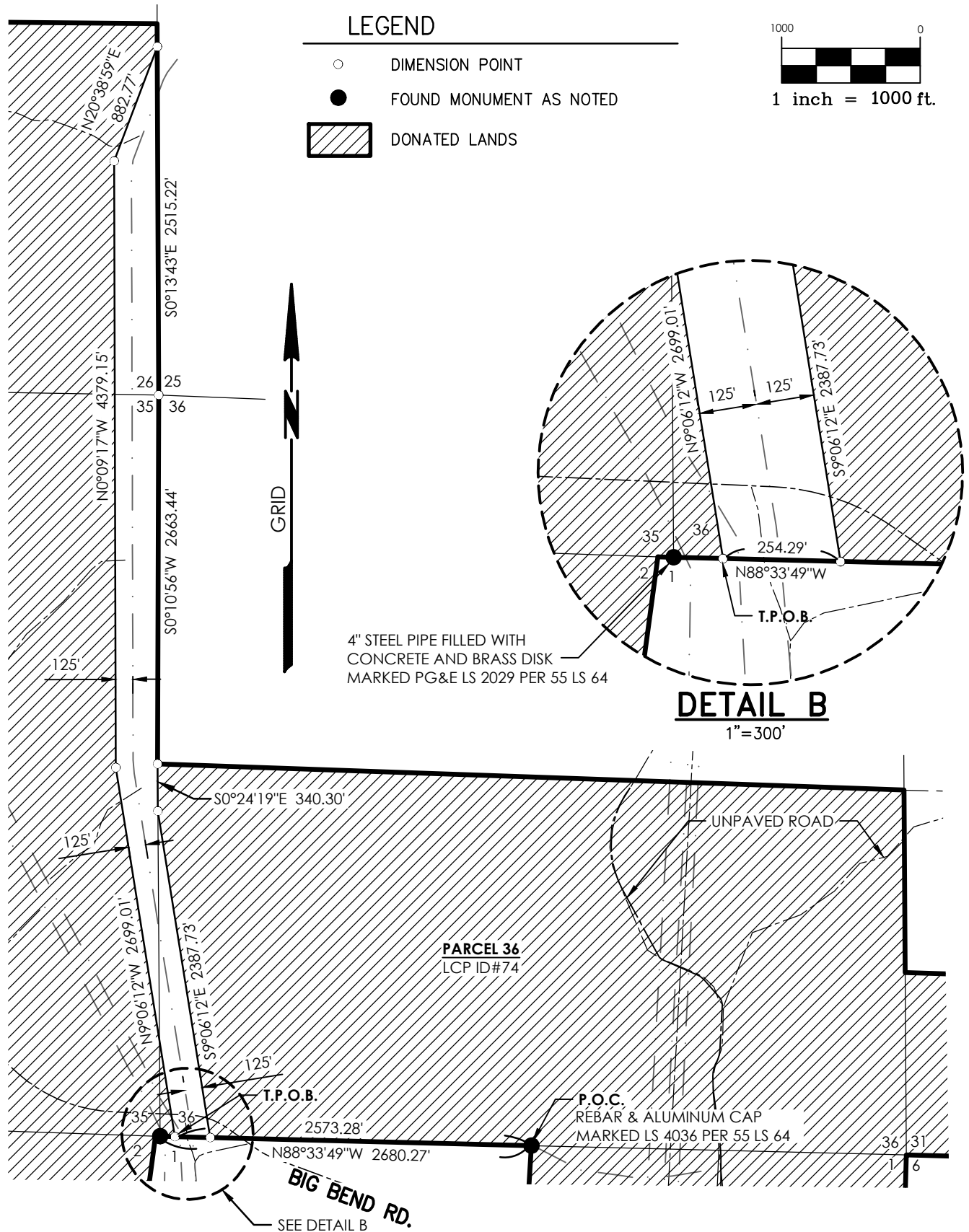
PAGE 15 OF 19

JOB #2263.19

# Appendix 3: Conservation Easement



# Appendix 3: Conservation Easement



DATE  
2/1/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1

PAGE 17 OF 19

JOB #2263.19

### Appendix 3: Conservation Easement

LINE AND CURVE TABLE				
#	BEARING	DISTANCE	RADIUS	DELTA
C3		210.77'	4000.00'	3°01'08"
L31	S17°38'09"W	435.57'		
L32	S18°43'15"W	817.62'		
C4		82.20'	700.00'	6°43'40"
L33	S25°26'55"W	272.28'		
C5		215.15'	700.00'	17°36'38"
L34	S7°50'17"W	119.14'		
L35	S7°50'17"W	330.55'		
L36	S9°47'30"W	737.21'		
C6		386.04'	2500.00'	8°50'50"
C7		299.96'	5000.00'	3°26'14"
C8		267.65'	1500.00'	10°13'25"
L37	S25°25'31"W	343.59'		
C9		158.11'	1000.00'	9°03'32"
C10		634.87'	2500.00'	14°33'01"
L38	S1°48'58"W	495.89'		
L39	S0°36'57"W	365.42'		
C11		182.51'	1000.00'	10°27'26"
L40	S9°50'29"E	469.89'		
L41	S9°13'32"E	428.71'		
C12		267.65'	5000.00'	3°04'02"
L42	S6°09'31"E	357.88'		
C13		528.64'	620.00'	48°51'12"
C14		186.87'	1300.00'	8°14'10"
L43	S46°46'32"E	150.99'		
L44	S57°11'01"W	335.42'		
C15		152.19'	300.00'	29°03'57"
L45	S28°07'03"W	210.32'		
C16		481.96'	1000.00'	27°36'51"
L46	S0°30'13"W	211.23'		

LINE AND CURVE TABLE				
#	BEARING	DISTANCE	RADIUS	DELTA
C17		96.53'	500.00'	11°03'41"
L47	S11°33'54"W	244.98'		
L48	S11°33'54"W	177.60'		
L49	S13°18'44"W	558.37'		
C18		31.35'	2000.00'	0°53'54"

DATE  
2/1/22

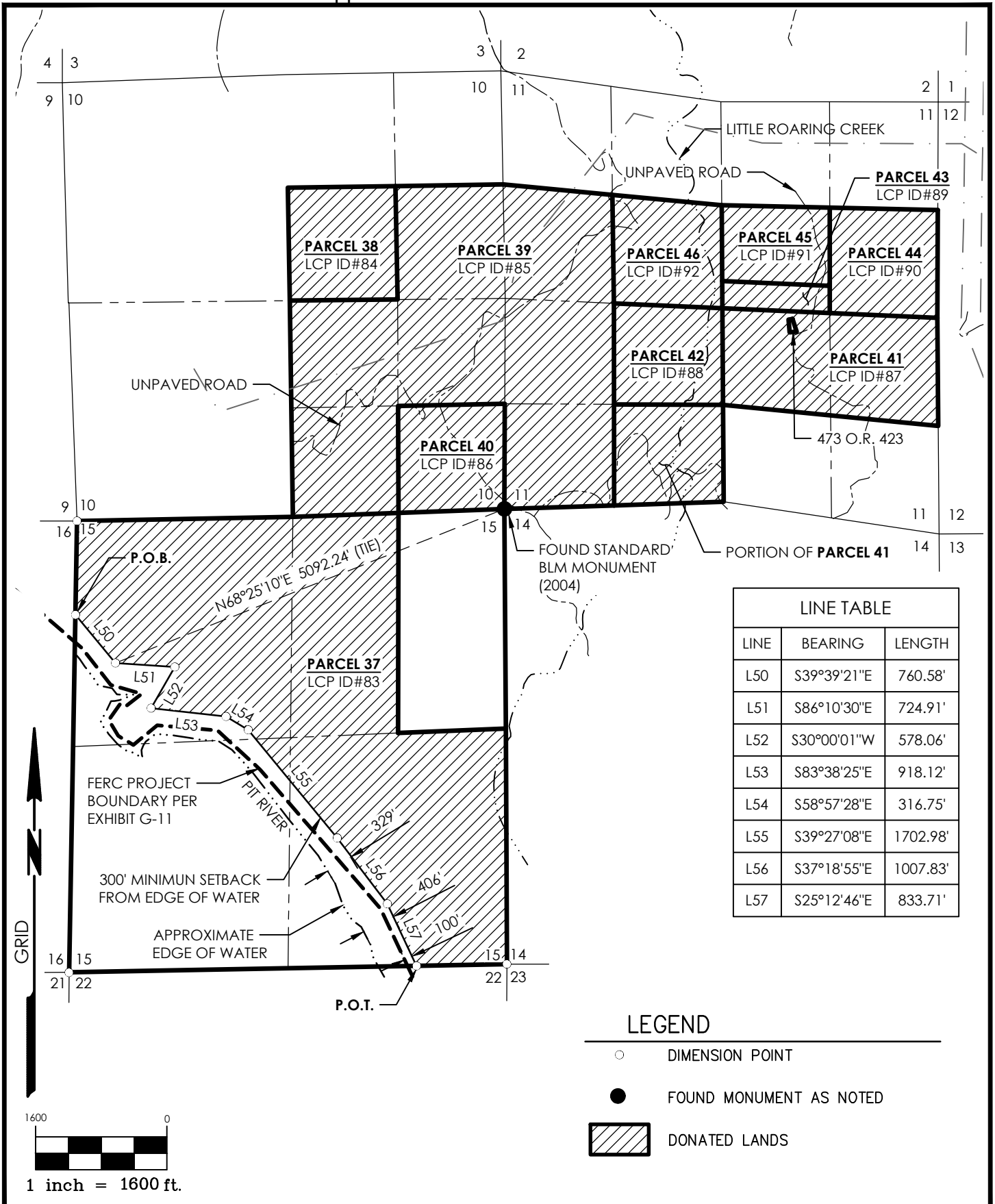


EXHIBIT A-1

PAGE 18 OF 19

JOB #2263.19

# Appendix 3: Conservation Easement



**EXHIBIT B**

[Intentionally Deleted]

**EXHIBIT C**

Description of Easement Area

**See Exhibit A. The Property is the Easement Area.**

**EXHIBIT D**

Map Description of Easement Area

**See Exhibit A-1. The Property is the Easement Area.**



**EXHIBIT E**

Description of Electrical Strips  
(Attached behind this Page)

**EXHIBIT E**

**ELECTRIC LINE EASEMENTS**

THOSE CERTAIN STRIPS OF LAND SITUATE IN THE UNINCORPORATED AREA OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

**STRIP 1:**

PORTION OF LCP ID #0014

PORTION OF APN: 022-080-001

THAT CERTAIN STRIP OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THE LANDS DESCRIBED IN VOLUME 128, PAGE 85 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT A POINT IN THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 55°44'18" EAST, A DISTANCE OF 174.38 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 7 BEARS NORTH 67°23'28" WEST, A DISTANCE OF 1,581.20 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 232.24 FEET;

THENCE SOUTH 68°38'06" EAST, A DISTANCE OF 71.69 FEET;

THENCE SOUTH 33°07'19" EAST, A DISTANCE OF 140.89 FEET;

THENCE SOUTH 52°43'21" EAST, A DISTANCE OF 181.06 FEET;

THENCE SOUTH 73°36'50" EAST, A DISTANCE OF 156.50 FEET;

THENCE NORTH 78°27'52" EAST, A DISTANCE OF 97.31 FEET;

THENCE NORTH 44°36'08" EAST, A DISTANCE OF 114.37 FEET;

THENCE NORTH 80°06'34" EAST, A DISTANCE OF 161.79 FEET;

THENCE SOUTH 89°04'53" EAST, A DISTANCE OF 229.88 FEET;

THENCE NORTH 66°18'00" EAST, A DISTANCE OF 113.66 FEET;

THENCE NORTH 40°13'41" EAST, A DISTANCE OF 157.02 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 46.92 FEET;

### Appendix 3: Conservation Easement

THENCE SOUTH 25°23'36" EAST, A DISTANCE OF 152.26 FEET;

THENCE SOUTH 00°17'43" WEST, A DISTANCE OF 644.60 FEET;

THENCE SOUTH 89°59'50" EAST, A DISTANCE OF 1,254.02 FEET;

THENCE SOUTH 00°21'03" WEST, A DISTANCE OF 164.33 FEET;

THENCE SOUTH 65°06'44" EAST, A DISTANCE OF 69.33 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF A PACIFIC GAS AND ELECTRIC COMPANY DISTRIBUTION LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**.

THENCE ALONG SAID CENTERLINE, SOUTH 29°39'34" WEST, A DISTANCE OF 1,274.79 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8, SAID POINT BEING THE **POINT OF TERMINATION**.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN A LINE WHICH BEARS SOUTH 65°06'44" EAST THROUGH THE **TRUE POINT OF BEGINNING**, AND TERMINATE IN THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8.

### Appendix 3: Conservation Easement

#### **STRIP 2:**

PORTION OF LCP ID #0016 & #0024

PORTION OF APN: 022-080-001

THAT CERTAIN STRIP OF LAND SITUATE IN SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THE LANDS DESCRIBED IN VOLUME 144, PAGE 154, AND VOLUME 144, PAGE 424 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 300.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 6; THENCE ALONG THE SOUTHERLY LINE THEREOF, NORTH 89°55'40" WEST, A DISTANCE OF 877.87 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF THE MOST EASTERLY PACIFIC GAS AND ELECTRIC COMPANY TRANSMISSION LINE;

THENCE ALONG SAID CENTERLINE, NORTH 22°39'05" EAST, A DISTANCE OF 1175.01 FEET TO A POINT IN THE EASTERLY LINE OF THE LANDS DESCRIBED IN BOOK 206, PAGE 306, OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 22°39'05" EAST, A DISTANCE OF 121.05 FEET;

THENCE NORTH 8°12'19" EAST, A DISTANCE OF 1524.31 FEET, MORE OR LESS, TO A POINT IN THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 6, SAID POINT BEING THE **POINT OF TERMINATION**.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE NORTHERLY AND EASTERLY BOUNDARY OF THE LANDS DESCRIBED IN BOOK 206, PAGE 306, OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, AND TERMINATE IN THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 6.

### Appendix 3: Conservation Easement

#### **STRIP 3:**

PORTION OF LCP ID #0022 & #0034

PORTION OF APN: 022-080-012 & 022-110-001

THAT CERTAIN STRIP OF LAND SITUATE IN SECTIONS 7 AND 18, TOWNSHIP 36 NORTH, RANGE 1 EAST, BEING A PORTION OF THE LAND DESCRIBED IN BOOK 172, PAGE 416, OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, AND A PORTION OF THE LANDS DESCRIBED IN VOLUME 14, PAGE 220, OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 300.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 7, THENCE ALONG THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7, SOUTH 0°36'54" EAST, A DISTANCE OF 670.95 FEET TO THE NORTHWEST CORNER OF SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7; THENCE ALONG THE NORTHERLY LINE THEREOF, NORTH 89°52'45" EAST, A DISTANCE OF 883.13 FEET TO A POINT IN THE CENTERLINE OF THE MOST EASTERLY PACIFIC GAS AND ELECTRIC COMPANY TRANSMISSION LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID CENTERLINE, SOUTH 22°39'05" WEST, A DISTANCE OF 337.96 FEET; THENCE SOUTH 22°40'52" WEST, A DISTANCE OF 7620.22 FEET, TO A POINT IN THE SOUTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 18, SAID POINT BEING THE **POINT OF TERMINATION**.

**EXCEPTING THEREFROM** ALL THAT PORTION OF THE ABOVE-DESCRIBED STRIP LYING WITHIN THE NORTHWEST ONE-QUARTER, THE SOUTHWEST ONE-QUARTER, AND THE SOUTHEAST ONE-QUARTER OF SAID SECTION 7.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7, AND TERMINATE IN THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 18.

### Appendix 3: Conservation Easement

#### **STRIP 4:**

PORTION OF LCP ID #0028

PORTION OF APN: 021-270-010

THAT CERTAIN STRIP OF LAND SITUATE IN SECTION 36, TOWNSHIP 37 NORTH, RANGE 1 WEST, BEING A PORTION OF THE LANDS DESCRIBED IN VOLUME 144, PAGE 86 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 36; THENCE ALONG THE NORTHERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 36, SOUTH 89°32'25" WEST, A DISTANCE OF 900.04 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN SAID VOLUME 144, PAGE 86 OF DEEDS OF THE COUNTY OF SHASTA; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 0°04'28" WEST, A DISTANCE OF 217.66 FEET TO A POINT IN THE CENTERLINE OF A PACIFIC GAS AND ELECTRIC COMPANY DISTRIBUTION LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID CENTERLINE, SOUTH 60°08'27" EAST, A DISTANCE OF 466.41 FEET; THENCE SOUTH 78°13'00" EAST, A DISTANCE OF 208.32 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN VOLUME 144, PAGE 86 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, SAID POINT BEING THE **POINT OF TERMINATION**.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE WESTERLY LINE OF THE LANDS DESCRIBED IN SAID DEED, AND TERMINATE IN THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN SAID DEED.

### Appendix 3: Conservation Easement

#### **STRIP 5:**

PORTION OF LCP ID #0029

PORTION OF APN: 022-330-006 & 022-330-011

THAT CERTAIN STRIP OF LAND SITUATE IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS THE FOLLOWS:

SEGMENT 1:

**COMMENCING** AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 31; THENCE ALONG THE MID-SECTION LINE THEREOF, NORTH 89°49'04" EAST, A DISTANCE OF 326.19 FEET TO A POINT IN THE CENTERLINE OF AN EXISTING PACIFIC GAS AND ELECTRIC COMPANY TRANSMISSION LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID CENTERLINE NORTH 18°05'01" WEST, A DISTANCE OF 125.54 FEET;

THENCE NORTH 71°44'40" EAST, A DISTANCE OF 529.50 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT A**; THENCE NORTH 33°51'35" WEST 55.95 FEET TO A POINT IN THE NORTHERLY LINE OF THE LANDS DESCRIBED IN SAID DEED, SAID POINT BEING **POINT OF TERMINATION #1**.

SEGMENT 2:

BEGINNING AT SAID **POINT "A"**, THENCE NORTH 52°45'07" EAST, A DISTANCE OF 77.18 FEET TO A POINT IN THE NORTH BOUNDARY OF THE LANDS DESCRIBED IN SAID DEED, SAID POINT BEING **POINT OF TERMINATION #2**.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE SOUTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 31, AND TERMINATE IN SAID NORTHERLY LINE OF THE LANDS DESCRIBED IN SAID DEED.

### Appendix 3: Conservation Easement

#### **STRIP 6:**

PORTION OF LCP ID #0029

PORTION OF APN: 022-330-006 & 022-330-011

THAT CERTAIN STRIP OF LAND SITUATE IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF LOT 4 OF SAID SECTION 31, THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 31, THENCE NORTH 89°38'07" EAST, A DISTANCE OF 120.70 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF A PACIFIC GAS AND ELECTRIC COMPANY TRANSMISSION LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**.

THENCE ALONG SAID CENTERLINE, NORTH 40°45'29" EAST, A DISTANCE OF 158.29 FEET;

THENCE NORTH 19°44'18" WEST, A DISTANCE OF 706.18 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF LOT 4 OF SAID SECTION 31, SAID POINT BEING THE **POINT OF TERMINATION**.

**EXCEPTING THEREFROM** ALL THAT PORTION OF THE ABOVE-DESCRIBED STRIP LYING WITHIN THE LANDS DESCRIBED IN BOOK 439, PAGE 301 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, AND THE LANDS DESCRIBED IN BOOK 2457, PAGE 358 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE IN THE EASTERLY LINE OF SAID LOT 4.



### Appendix 3: Conservation Easement

#### **STRIP 7:**

PORTION OF LCP ID #0032

PORTION OF APN: 022-330-006 & 022-330-011

THAT CERTAIN STRIP OF LAND SITUATE IN SECTION 31 AND SECTION 32, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 226 OF PATENTS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 300.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 32; THENCE ALONG THE MID-SECTION LINE THEREOF, SOUTH 89°52'26" EAST, A DISTANCE OF 428.61 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF THE EASTERLY EXISTING PACIFIC GAS AND ELECTRIC COMPANY TRANSMISSION LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**,

THENCE ALONG SAID CENTERLINE, SOUTH 8°12'19" WEST, A DISTANCE OF 2,676.52 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERLY LINE OF SAID SECTION 31, SAID POINT BEING THE **POINT OF TERMINATION**.

**EXCEPTING THEREFROM** ALL THAT PORTION OF THE ABOVE-DESCRIBED STRIP LYING WITHIN THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 32, AND THE LANDS DESCRIBED IN BOOK 805, PAGE 356, OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 32, AND TERMINATE IN THE SOUTHERLY LINE OF SAID SECTION 31.

### Appendix 3: Conservation Easement

#### **STRIP 8:**

PORTION OF LCP ID #0055

PORTION OF APN: 021-120-004

THAT CERTAIN STRIP OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET IN WIDTH, THE CENTERLINE OF WHICH DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID SECTIONS 25, THENCE ALONG THE WESTERLY LINE THEREOF, NORTH 0°02'24" EAST, A DISTANCE OF 1,350.54 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 25; THENCE ALONG THE NORTHERLY LINE THEREOF, NORTH 88°04'22" EAST, A DISTANCE OF 898.02 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF AN EXISTING PACIFIC GAS AND ELECTRIC COMPANY DISTRIBUTION LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID CENTERLINE, SOUTH 32°08'17" EAST, A DISTANCE OF 803.37 FEET TO A POINT IN THE EASTERLY LINE OF SAID SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, SAID POINT BEING THE **POINT OF TERMINATION**.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 25, AND TERMINATE IN THE EASTERLY LINE THEREOF.

### Appendix 3: Conservation Easement

#### **STRIP 9:**

PORTION OF LCP ID #0067 & #0068

PORTION OF APN: 021-200-022 & 021-200-032

THAT CERTAIN STRIP OF LAND SITUATE IN THE WEST ONE-HALF OF THE EAST ONE-HALF OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 140, PAGE 156 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

SEGMENT 1:

**COMMENCING** AT THE NORTHWEST CORNER OF THE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 12; THENCE ALONG THE WESTERLY LINE THEREOF SOUTH 0°19'26" EAST, A DISTANCE OF 200.00 FEET; THENCE LEAVING SAID WESTERLY LINE, SOUTH 89°49'09" EAST, A DISTANCE OF 204.85 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF AN EXISTING PACIFIC GAS AND ELECTRIC COMPANY DISTRIBUTION LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**.

THENCE, ALONG SAID CENTERLINE THE FOLLOWING ELEVEN (11) COURSES:

1. THENCE SOUTH 16°37'36" WEST, A DISTANCE OF 359.21 FEET;
2. THENCE SOUTH 3°30'58" WEST, A DISTANCE OF 219.70 FEET;
3. THENCE SOUTH 4°17'09" EAST, A DISTANCE OF 248.97 FEET;
4. THENCE SOUTH 19°29'06" EAST, A DISTANCE OF 116.09 FEET;
5. THENCE SOUTH 48°25'43" EAST, A DISTANCE OF 402.38 FEET;
6. THENCE SOUTH 26°18'57" EAST, A DISTANCE OF 432.36 FEET;
7. THENCE SOUTH 68°33'45" EAST, A DISTANCE OF 223.95 FEET;
8. THENCE SOUTH 47°23'54" EAST, A DISTANCE OF 369.85 FEET, TO A POINT HEREINAFTER REFERRED TO AS **POINT B**;
9. THENCE SOUTH 1°12'34" WEST, A DISTANCE OF 245.94 FEET;
10. THENCE SOUTH 49°39'17" EAST, A DISTANCE OF 199.01 FEET;
11. THENCE SOUTH 28°13'04" WEST, A DISTANCE OF 227.82 FEET, TO A POINT BEING **POINT OF TERMINATION #1**

### Appendix 3: Conservation Easement

#### SEGMENT 2:

BEGINNING AT SAID “**POINT B**”, THENCE SOUTH 74°03’53” EAST, A DISTANCE OF 88.66 FEET TO A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 12, SAID POINT BEING **POINT OF TERMINATION #2**.

#### **EXCEPTING THEREFROM:**

ALL THAT PORTION OF THE ABOVE-DESCRIBED STRIP LYING WITHIN THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 12.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN A LINE WHICH BEARS SOUTH 89°49’09” EAST, THROUGH THE **POINT OF BEGINNING**, TO TERMINATE EASTERLY IN THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 12, AND TO TERMINATE SOUTHERLY IN A LINE DRAWN AT RIGHT ANGLES THROUGH **POINT OF TERMINATION #1**.

### Appendix 3: Conservation Easement

#### **STRIP 10:**

PORTION OF LCP ID #0074

PORTIONS OF APN: 021-250-003, 021-250-007 & 021-250-009

THAT CERTAIN STRIP OF LAND SITUATE IN SECTIONS 26, 35, AND 36, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THE LANDS DESCRIBED IN VOLUME 14, PAGE 220, OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND LYING 225.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 26, THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 0°45'45" WEST, A DISTANCE OF 181.76 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE BETWEEN EXISTING PACIFIC GAS AND ELECTRIC COMPANY TRANSMISSION LINES; THENCE ALONG SAID CENTERLINE, SOUTH 27°29'24" EAST, A DISTANCE OF 2096.12 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF BIG BEND ROAD, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING, SOUTH 27°29'35" EAST, A DISTANCE OF 9768.72 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID SECTION 36, SAID POINT BEING THE **POINT OF TERMINATION**.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE CENTERLINE OF SAID BIG BEND ROAD, AND TERMINATE IN THE SOUTHERLY LINE OF SAID SECTION 35 AND 36.

### Appendix 3: Conservation Easement

**STRIP 11:**

PORTION OF LCP ID #0074

PORTIONS OF APN: 027-020-015 & 027-280-006

THAT CERTAIN STRIP OF LAND SITUATE IN SECTIONS 1 AND 12, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THE LANDS DESCRIBED IN VOLUME 14, PAGE 220, OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 300.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 1, THENCE ALONG THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1, SOUTH 88°06'21" EAST, A DISTANCE OF 634.98 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF A PACIFIC GAS AND ELECTRIC COMPANY TRANSMISSION LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID CENTERLINE, SOUTH 0°53'37" WEST, A DISTANCE OF 1473.71;

THENCE SOUTH 0°52'32" WEST, A DISTANCE OF 2869.79;

THENCE SOUTH 0°34'19" WEST, A DISTANCE OF 1072.21 FEET TO A POINT IN THE SOUTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12, SAID POINT BEING THE **POINT OF TERMINATION**.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1, AND TERMINATE IN THE SOUTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12.

### Appendix 3: Conservation Easement

#### **STRIP 12:**

PORTION OF LCP ID #0074

PORTION OF APN: 027-280-006

THAT CERTAIN STRIP OF LAND SITUATE IN SECTION 12, TOWNSHIP 35 NORTH, RANGE 1 WEST, BEING A PORTION OF THE LANDS DESCRIBED IN VOLUME 14, PAGE 220, OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 12, THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 0°16'17" WEST, A DISTANCE OF 506.71 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF A PACIFIC GAS AND ELECTRIC COMPANY DISTRIBUTION LINE;

THENCE ALONG SAID CENTERLINE, THE FOLLOWING SIX (6) COURSES:

1. NORTH 90°00'00" EAST, A DISTANCE OF 100.15 FEET;
2. NORTH 89°45'50" EAST, A DISTANCE OF 185.86 FEET;
3. SOUTH 58°00'29" EAST, A DISTANCE OF 276.70 FEET;
4. SOUTH 57°12'55" EAST, A DISTANCE OF 240.50 FEET;
5. SOUTH 75°29'02" EAST, A DISTANCE OF 21.33 FEET;
6. THENCE SOUTH 81°44'07" EAST, A DISTANCE OF 628.87 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12, SAID POINT BEING THE **POINT OF TERMINATION**.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE WESTERLY LINE OF SAID SECTION 12, AND TERMINATE IN THE EASTERLY LINE OF THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12.

### Appendix 3: Conservation Easement

#### **STRIP 13:**

PORTION OF LCP ID #0074

PORTIONS OF APN: 021-250-009, 027-020-014, & 027-180-012

THAT CERTAIN STRIP OF LAND SITUATE IN SECTION 36, TOWNSHIP 36 NORTH, RANGE 1 WEST, AND SECTION 1, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THE LANDS DESCRIBED IN BOOK 14, PAGE 220, OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 300.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 36; THENCE ALONG THE NORTHERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 36, NORTH 87°59'51" WEST, A DISTANCE OF 1487.72 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF THE EASTERNMOST PACIFIC GAS AND ELECTRIC COMPANY TRANSMISSION LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID CENTERLINE, SOUTH 2°48'17" WEST, A DISTANCE OF 6947.49 FEET, TO A POINT IN THE SOUTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1, SAID POINT BEING THE **POINT OF TERMINATION**.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE NORTHERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 36, AND TERMINATE IN THE SOUTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1.



### Appendix 3: Conservation Easement

**PARCEL 14:**

PORTION OF LCP ID #0074

PORTION OF APN: 027-020-014

THAT CERTAIN STRIP OF LAND SITUATE IN SECTION 1, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THE LANDS DESCRIBED IN BOOK 14, PAGE 220, OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET IN WIDTH, THE CENTERLINE OF WHICH DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 1, THENCE ALONG THE NORTHERLY LINE THEREOF, SOUTH 88°34'52" EAST, A DISTANCE OF 9.29 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF A PACIFIC GAS AND ELECTRIC COMPANY DISTRIBUTION LINE; THENCE ALONG SAID CENTERLINE, THE FOLLOWING THIRTEEN COURSES:

1. SOUTH 63°07'12" EAST, A DISTANCE OF 193.22 FEET;
2. SOUTH 62°45'55" EAST, A DISTANCE OF 195.77 FEET;
3. SOUTH 82°34'24" EAST, A DISTANCE OF 267.57 FEET;
4. SOUTH 80°57'31" EAST, A DISTANCE OF 204.93 FEET;
5. NORTH 82°30'50" EAST, A DISTANCE OF 198.38 FEET;
6. NORTH 81°05'36" EAST, A DISTANCE OF 285.10 FEET;
7. SOUTH 36°17'56" EAST, A DISTANCE OF 214.94 FEET;
8. SOUTH 36°29'00" EAST, A DISTANCE OF 271.77 FEET;
9. SOUTH 59°35'44" EAST, A DISTANCE OF 263.28 FEET;
10. SOUTH 68°55'57" EAST, A DISTANCE OF 296.09 FEET;
11. SOUTH 36°46'34" EAST, A DISTANCE OF 880.20 FEET;
12. SOUTH 3°11'15" WEST, A DISTANCE OF 557.42 FEET;
13. SOUTH 1°59'22" EAST, A DISTANCE OF 972.53 FEET TO A POINT IN THE SOUTHERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 1, SAID POINT BEING THE **POINT OF TERMINATION**.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE NORTHERLY AND WESTERLY LINES OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 1, AND TERMINATE IN THE SOUTHERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 1.

### Appendix 3: Conservation Easement

#### **STRIP 15**

PORTION OF LCP ID #0085

PORTION OF APN:027-260-002

THAT CERTAIN STRIP OF LAND SITUATE IN SECTIONS 10 AND 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THE LANDS DESCRIBED IN VOLUME 131, PAGE 31, OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 11, THENCE ALONG THE WESTERLY LINE THEREOF SOUTH 1°07'05" EAST, A DISTANCE OF 1381.56 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER; THENCE ALONG THE NORTHERLY LINE THEREOF, SOUTH 84°36'09" EAST, A DISTANCE OF 844.59 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF A PACIFIC GAS AND ELECTRIC COMPANY DISTRIBUTION LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES:

SOUTH 38°28'00" WEST, A DISTANCE OF 1,055.87 FEET;

THENCE SOUTH 14°13'48" WEST, A DISTANCE OF 252.22 FEET;

THENCE SOUTH 14°11'35" WEST, A DISTANCE OF 525.39 FEET;

THENCE, SOUTH 72°13'37" WEST, A DISTANCE OF 2,703.79 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 10, SAID POINT BEING THE **POINT OF TERMINATION**.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 11, AND TERMINATE IN THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 10.

#### **END OF DESCRIPTIONS.**

THE BEARINGS AND DISTANCES USED IN THE FOREGOING DESCRIPTIONS ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.99981099.

**EXHIBIT "F"** ATTACHED HERETO AND MADE A PART BY REFERENCE.

THESE DESCRIPTIONS WERE PREPARED BY ME:



JESSE J. LENAHER, L.S. 8515

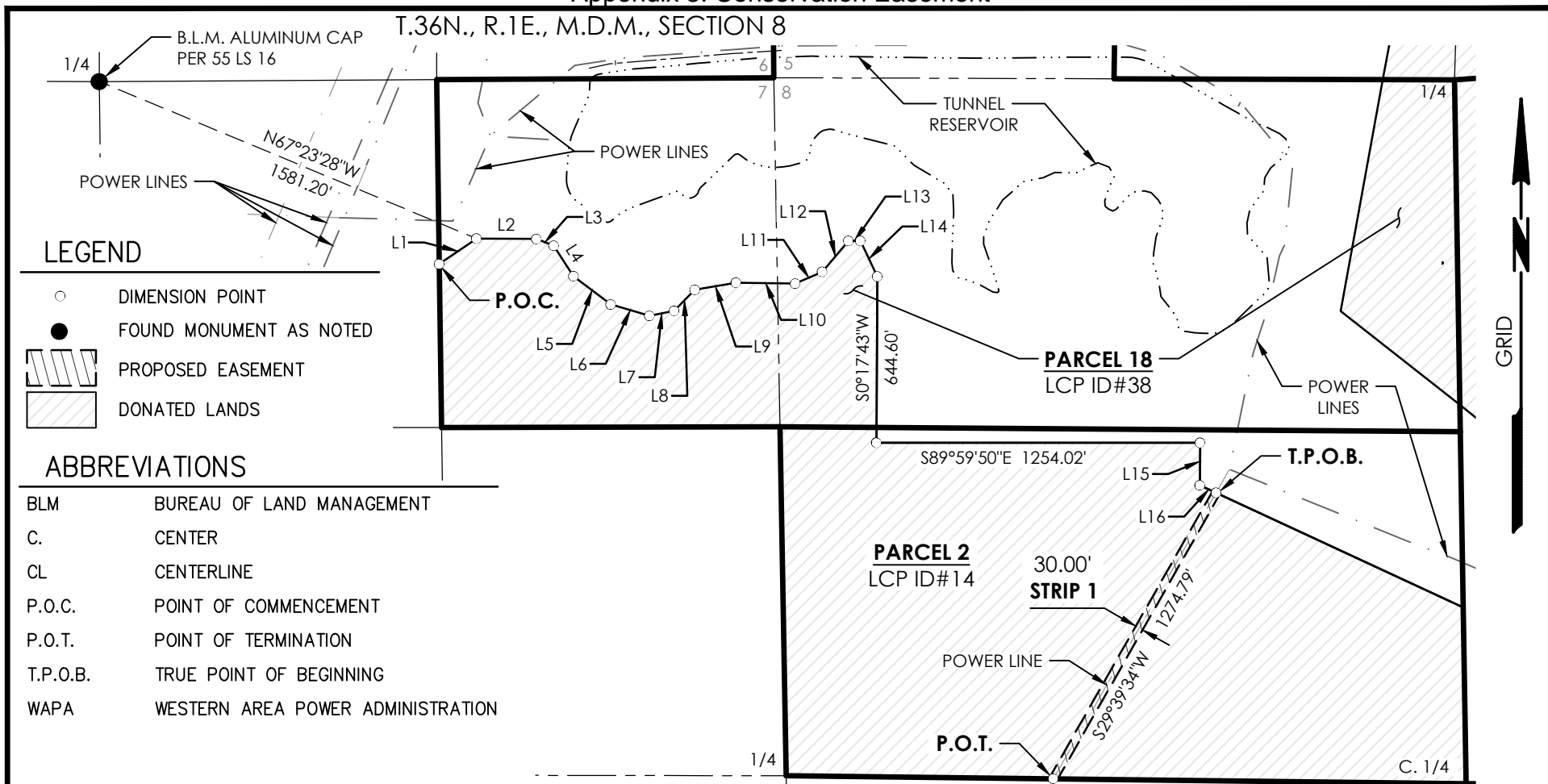


**EXHIBIT F**

Map Description of Electrical Strips  
(Attached behind this Page)

# Appendix 3: Conservation Easement

T.36N., R.1E., M.D.M., SECTION 8



LINE TABLE		
LINE	BEARING	LENGTH
L1	N55°44'18"E	174.38'
L2	S89°39'03"E	232.24'
L3	S68°38'06"E	71.69'
L4	S33°07'19"E	140.89'

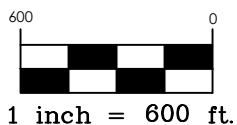
LINE TABLE		
LINE	BEARING	LENGTH
L5	S52°43'21"E	181.06'
L6	S73°36'50"E	156.50'
L7	N78°27'52"E	97.31'
L8	N44°36'08"E	114.37'

LINE TABLE		
LINE	BEARING	LENGTH
L9	N80°06'34"E	161.79'
L10	S89°04'53"E	229.88'
L11	N66°18'00"E	113.66'
L12	N40°13'41"E	157.02'

LINE TABLE		
LINE	BEARING	LENGTH
L13	S89°39'03"E	46.92'
L14	S25°23'36"E	152.26'
L15	S0°21'03"W	164.33'
L16	S65°06'44"E	69.33'



02/08/2022



DATE  
02/04/22



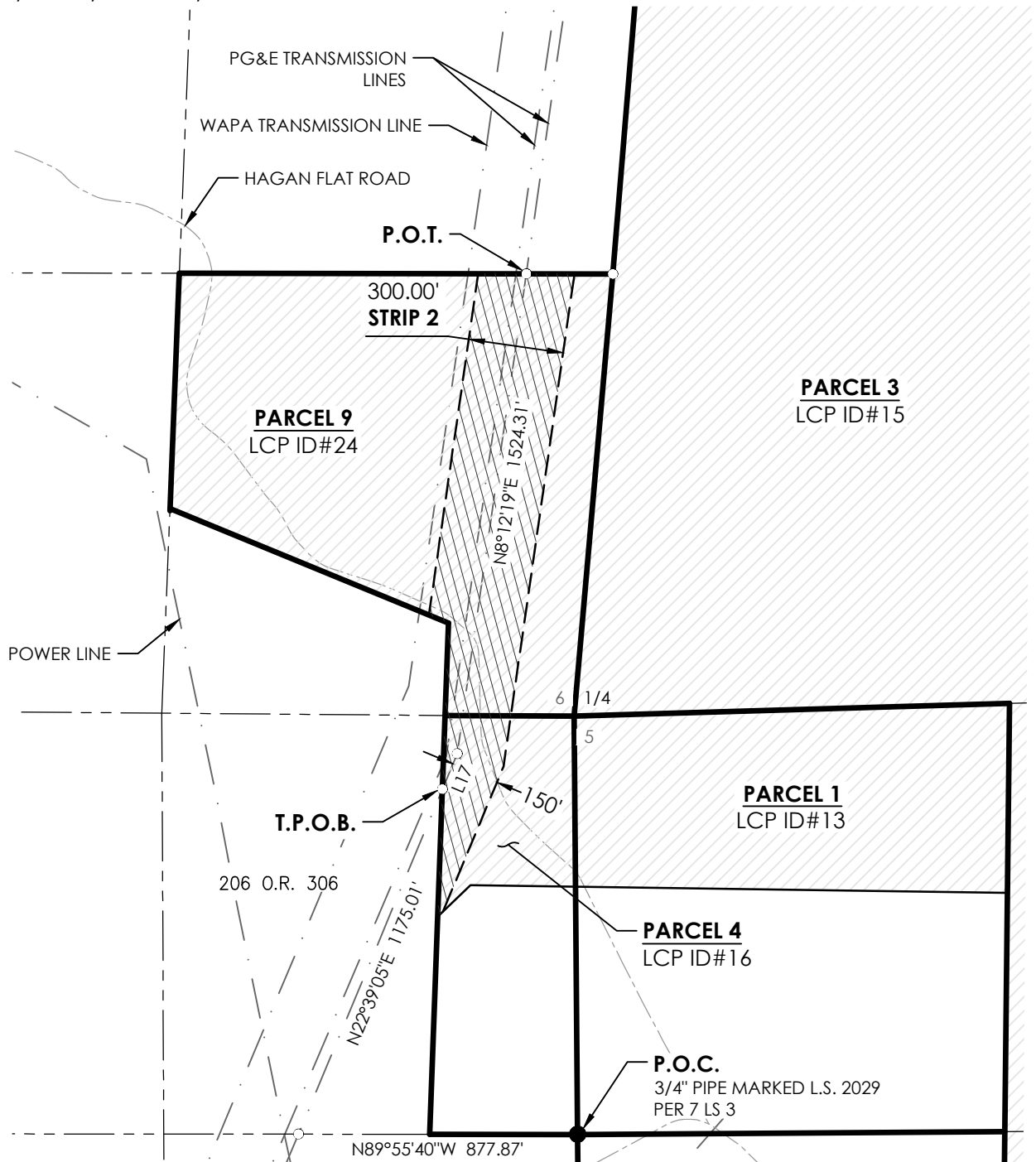
EXHIBIT F

PAGE 1 OF 13

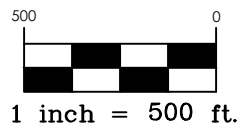
JOB #2263.19

# Appendix 3: Conservation Easement

T.36N., R.1E., M.D.M., SECTION 6



LINE TABLE		
LINE	BEARING	LENGTH
L17	N22°39'05"E	121.05'



DATE  
02/04/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

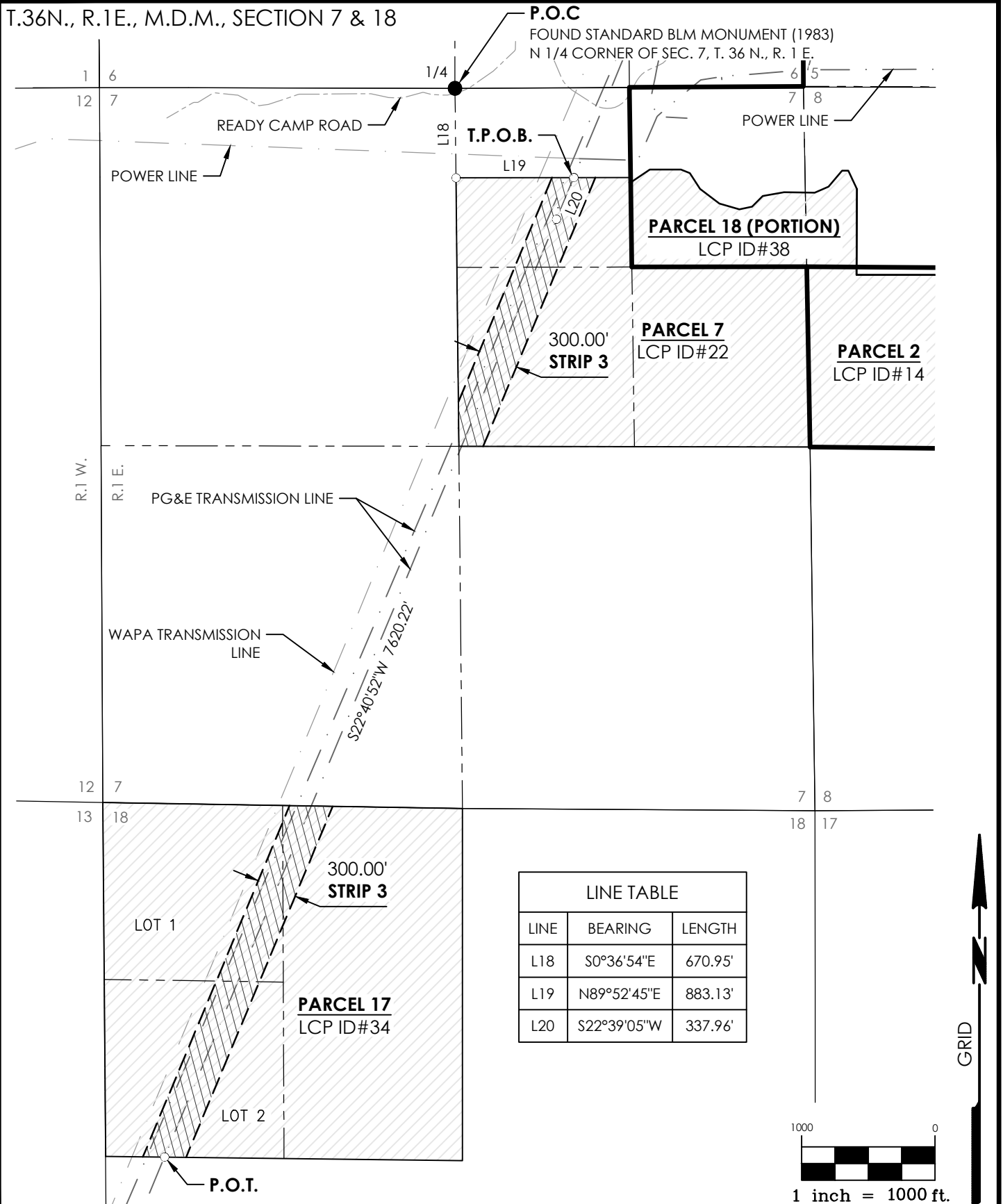
EXHIBIT F

PAGE 2 OF 13

JOB #2263.19

# Appendix 3: Conservation Easement

T.36N., R.1E., M.D.M., SECTION 7 & 18



DATE  
02/04/22

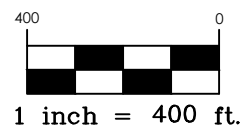
**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT F

PAGE 3 OF 13

JOB #2263.19

T.37N., R.1W., M.D.M., SECTION 36 &  
T.37N., R.1E., M.D.M., SECTION 31



DATE  
02/04/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

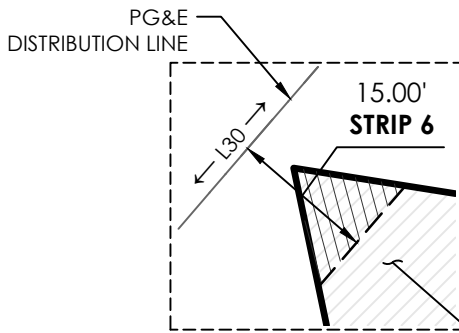
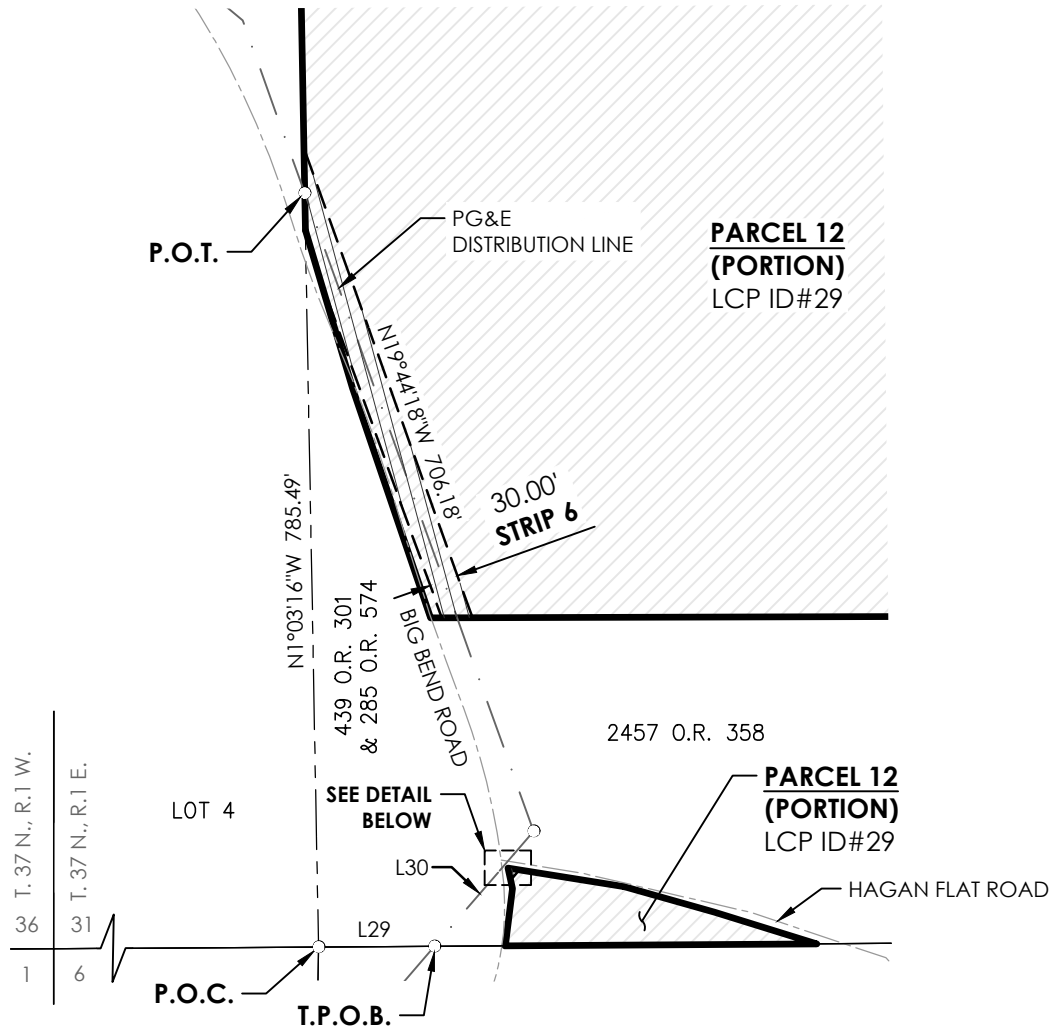
EXHIBIT F

PAGE 4 OF 13

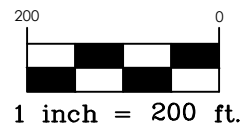
**JOB #2263.19**

# Appendix 3: Conservation Easement

T.37N., R.1E., M.D.M., SECTION 31



LINE TABLE		
LINE	BEARING	LENGTH
L29	N89°38'07"E	120.70'
L30	N40°45'29"E	158.29'



**DATE**  
**02/04/22**

**PACE**  
**ENGINEERING**  
REDDING, CALIFORNIA

**EXHIBIT F**

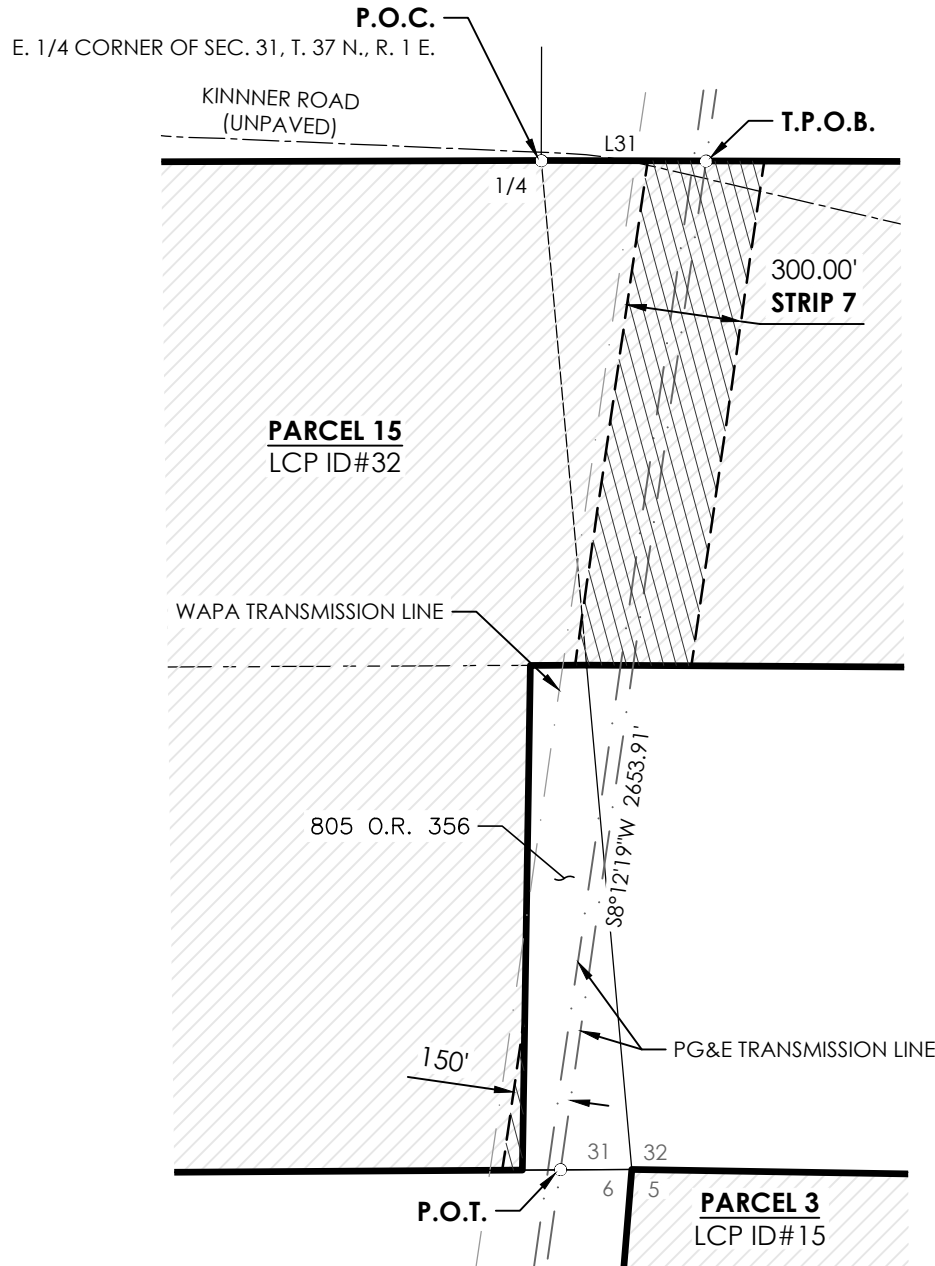
**PAGE 5 OF 13**

**JOB #2263.19**

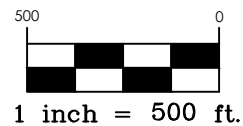


# Appendix 3: Conservation Easement

T.37N., R.1E., M.D.M., SECTION 31 & 32



LINE TABLE		
LINE	BEARING	LENGTH
L31	S89°52'26"E	428.61'



GRID

DATE  
02/04/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

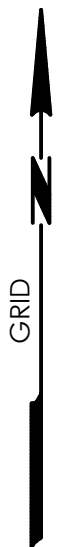
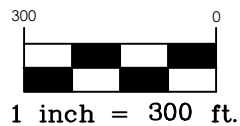
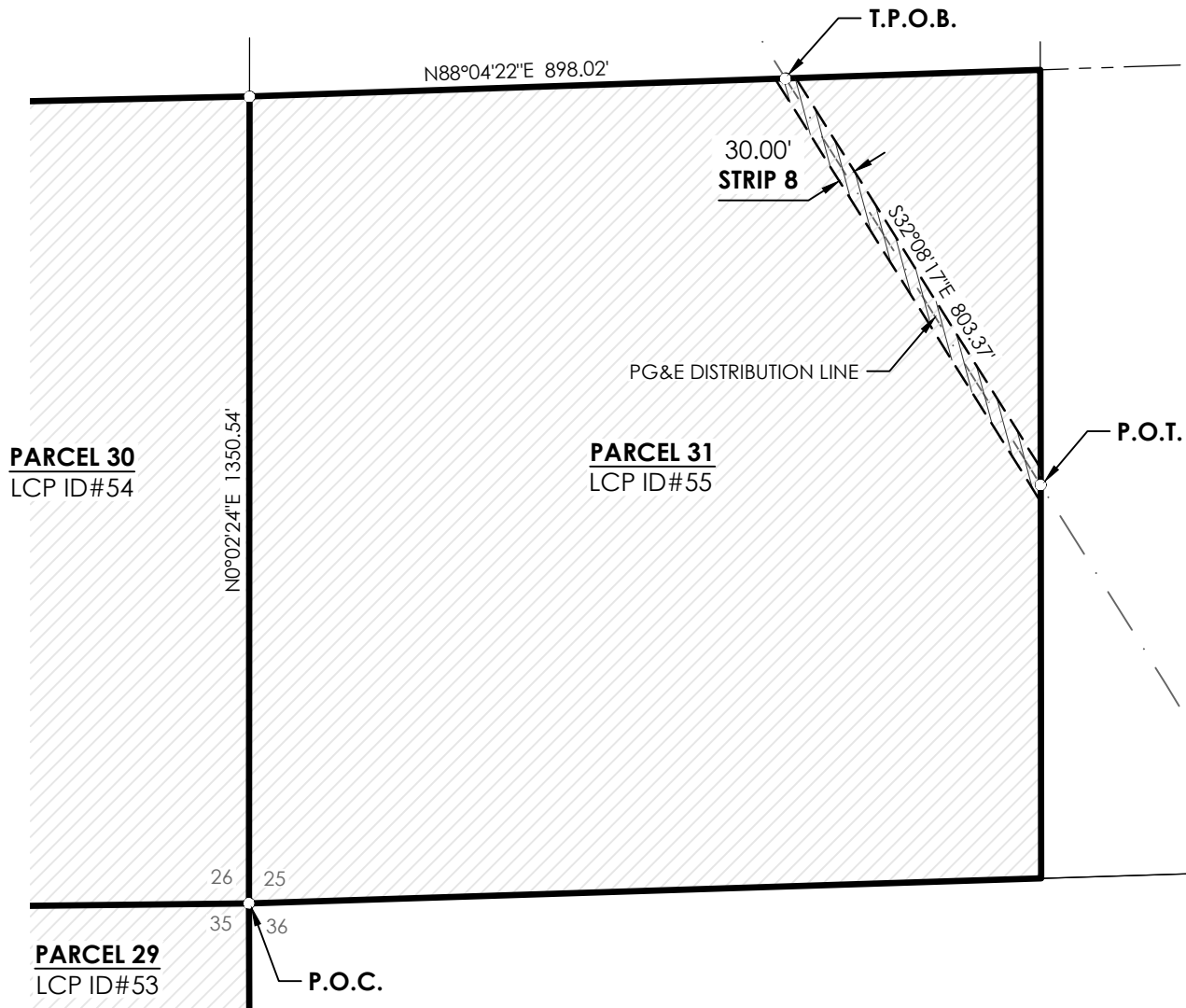
EXHIBIT F

PAGE 6 OF 13

JOB #2263.19

# Appendix 3: Conservation Easement

T.37N., R.1W., M.D.M., SECTION 25



DATE  
02/04/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

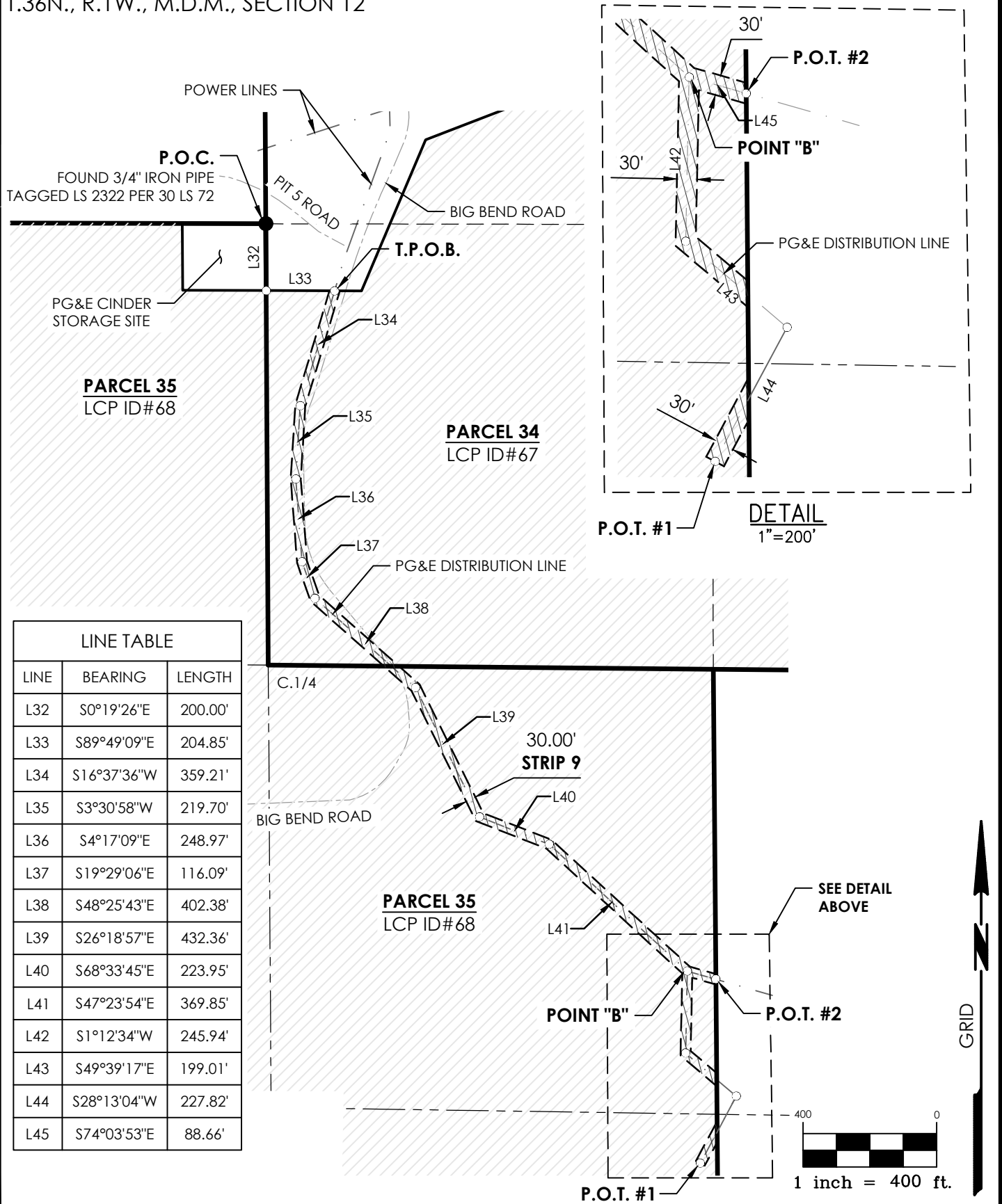
EXHIBIT F

PAGE 7 OF 13

JOB #2263.19

# Appendix 3: Conservation Easement

T.36N., R.1W., M.D.M., SECTION 12



DATE  
02/04/22

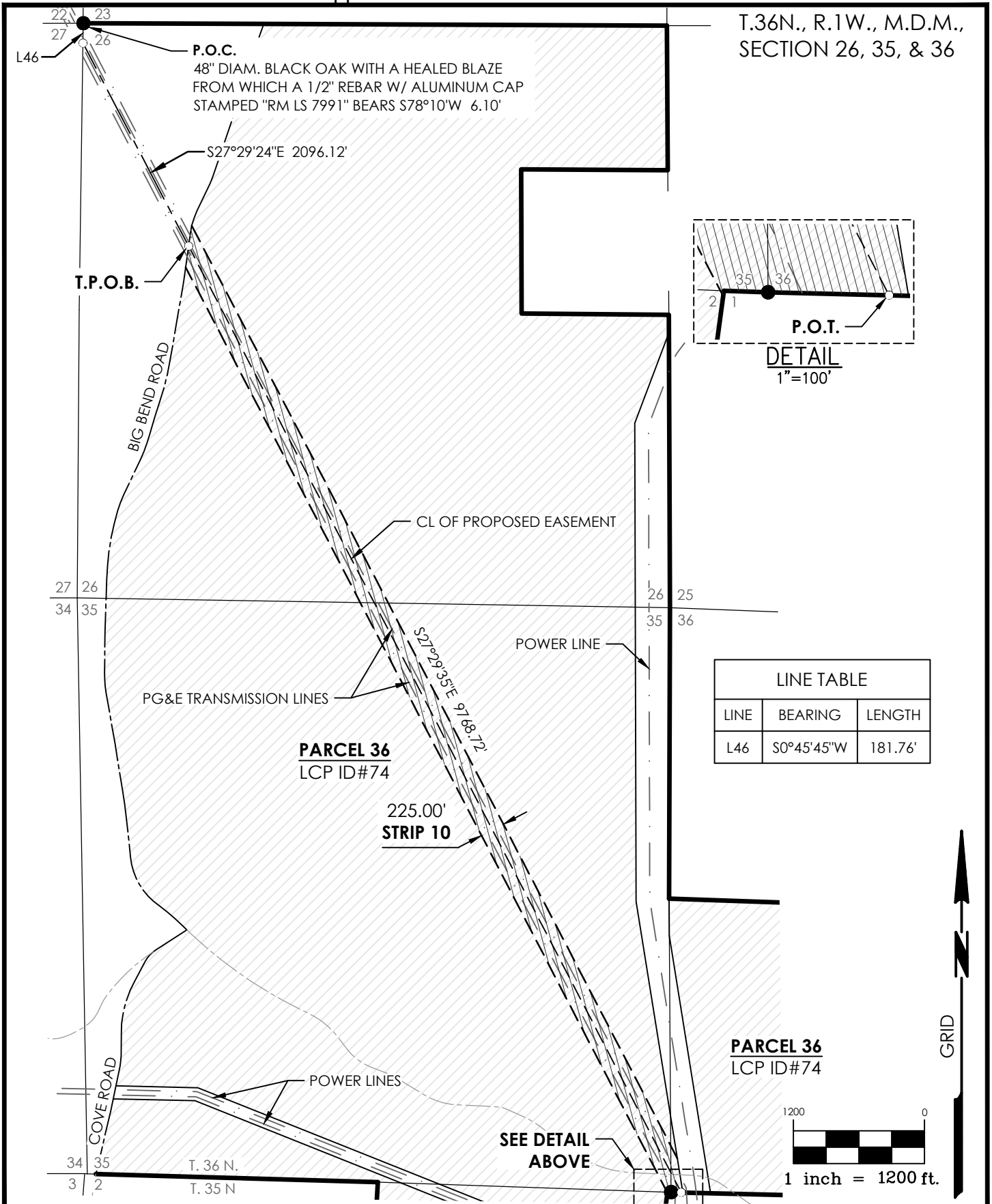
**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT F

PAGE 8 OF 13

JOB #2263.19

# Appendix 3: Conservation Easement



DATE  
02/04/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

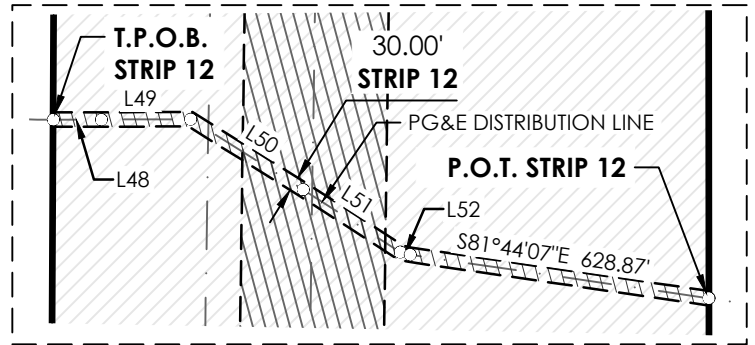
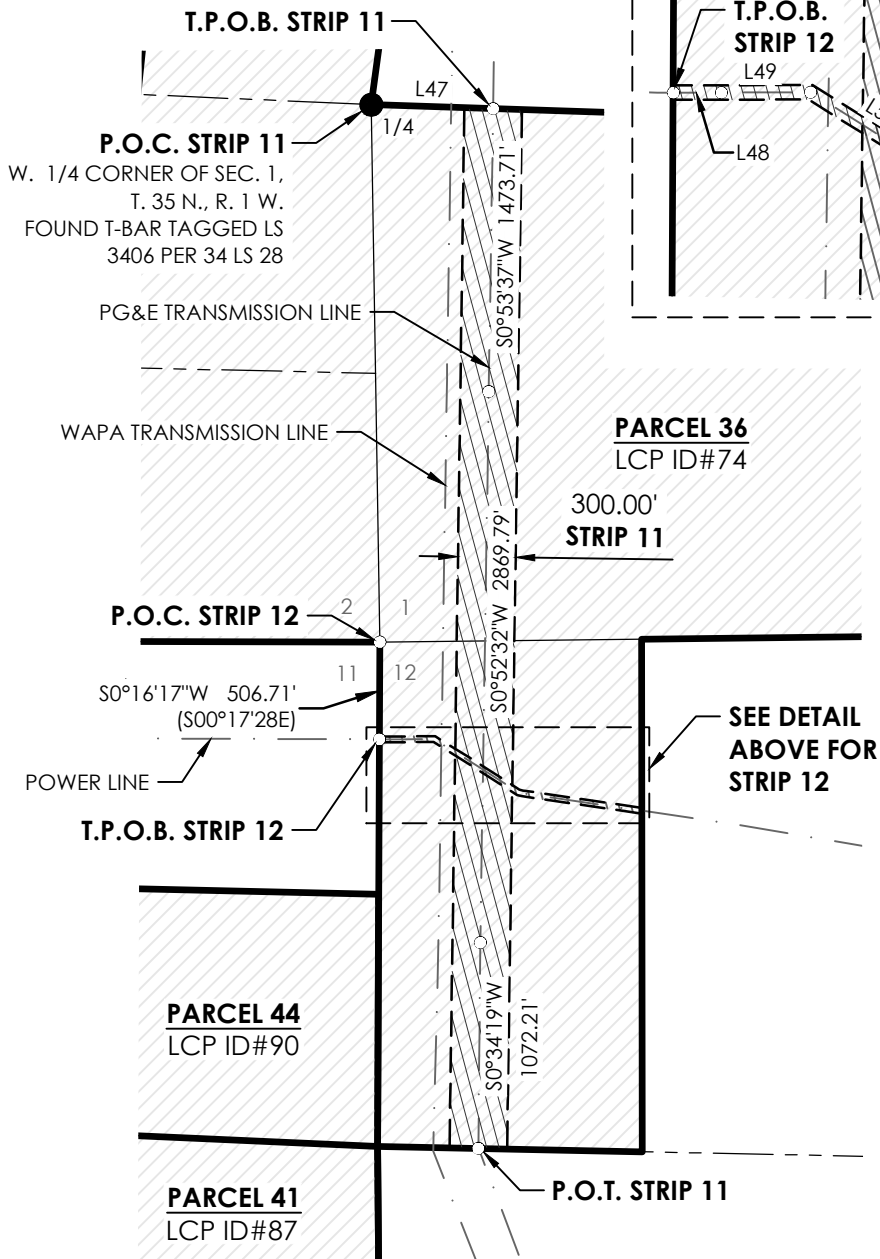
EXHIBIT F

PAGE 9 OF 13

JOB #2263.19

# Appendix 3: Conservation Easement

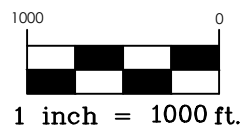
T.35N., R.1W., M.D.M., SECTION 1 & 12



**DETAIL**  
1"=400'

LINE TABLE

LINE	BEARING	LENGTH
L47	S88°06'21"E	634.98'
L48	N90°00'00"E	100.15'
L49	N89°45'50"E	185.86'
L50	S58°00'29"E	276.70'
L51	S57°12'55"E	240.50'
L52	S75°29'02"E	21.33'



DATE  
02/04/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT F

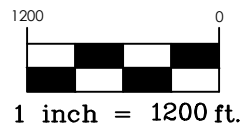
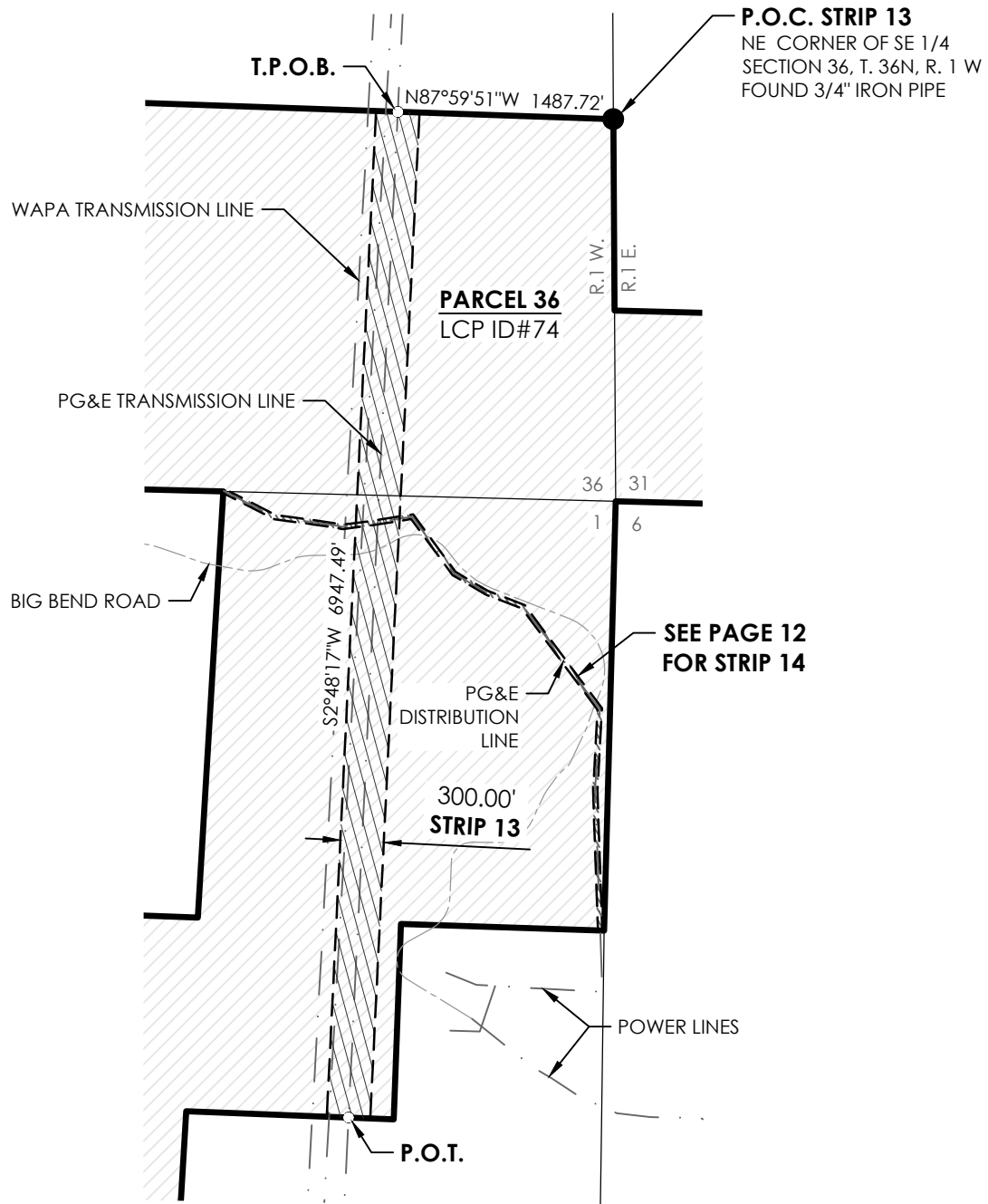
PAGE 10 OF 13

JOB #2263.19

# Appendix 3: Conservation Easement

T.36N., R.1W., M.D.M., SECTION 36

T.35N., R.1W., M.D.M., SECTION 1



DATE  
02/04/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT F

PAGE 11 OF 13

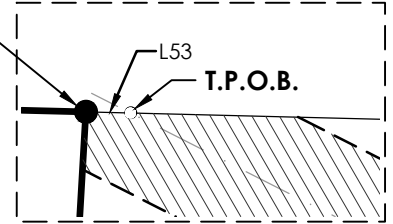
JOB #2263.19

# Appendix 3: Conservation Easement

T.35N., R.1W., M.D.M., SECTION 1

## P.O.C. STRIP 14

N 1/4 CORNER OF SECTION 1, T. 35 N, R. 1 W  
FOUND #5 REBAR WITH ALUMINUM CAP  
MARKED LS 4036 PER 55 L.S. 64



**DETAIL**

1"=40'

SEE DETAIL  
THIS PAGE

SEE PAGE 11  
FOR STRIP 13

PG&E  
TRANSMISSION LINE

WAPA  
TRANSMISSION LINE

30.00'  
STRIP 14

**PARCEL 36**  
LCP ID#74

PG&E DISTRIBUTION  
LINE

BIG BEND ROAD

P.O.T.

LINE TABLE

LINE	BEARING	LENGTH
L53	S88°34'52"E	9.29'
L54	S63°07'12"E	193.22'
L55	S62°45'55"E	195.77'
L56	S82°34'24"E	267.57'
L57	S80°57'31"E	204.93'
L58	N82°30'50"E	198.38'
L59	N81°05'36"E	285.10'
L60	S36°17'56"E	214.94'
L61	S36°29'00"E	271.77'
L62	S59°35'44"E	263.28'
L63	S68°55'57"E	269.09'
L64	S36°46'34"E	880.20'
L65	S3°11'15"W	557.42'
L66	S1°59'22"E	972.53'



1 inch = 600 ft.

GRID

DATE

02/04/22



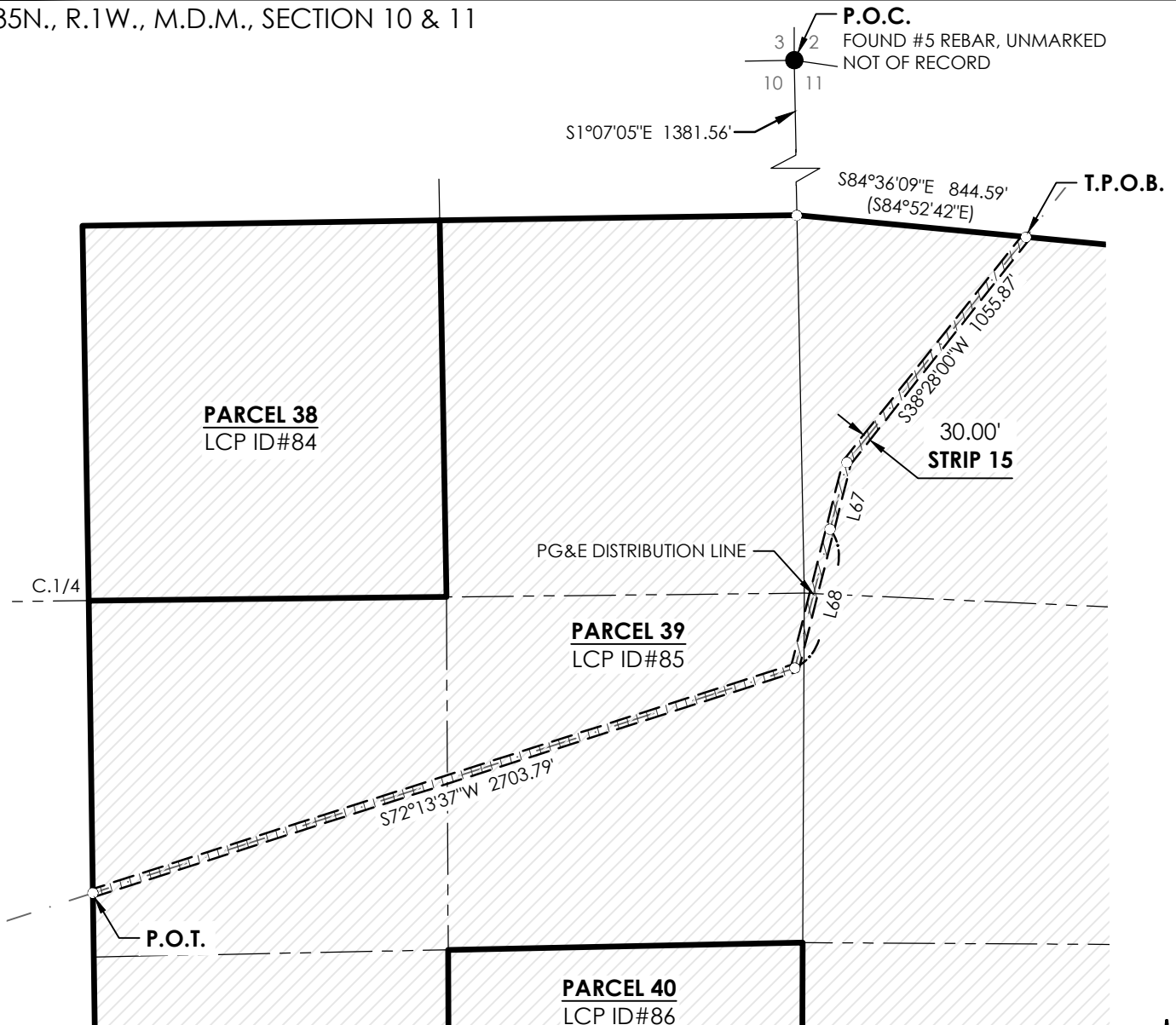
EXHIBIT F

PAGE 12 OF 13

JOB #2263.19

# Appendix 3: Conservation Easement

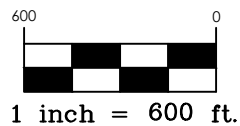
T.35N., R.1W., M.D.M., SECTION 10 & 11



## LEGEND

(~) RECORD DATA PER 34 LS 28

LINE TABLE		
LINE	BEARING	LENGTH
L67	S14°13'48"W	252.22'
L68	S14°11'35"W	525.39'



DATE  
02/04/22



EXHIBIT F

PAGE 13 OF 13

JOB #2263.19



**EXHIBIT G****ADDITIONAL TERMS AND CONDITIONS**

This Agreement and the Easement herein granted to GRANTEE is subject to the following additional terms and conditions:

1. All rights and obligations of STATE and SLT under the Conservation Easement are subject to the GRANTEE's rights conveyed pursuant to this Agreement.
2. This Easement is subject to existing contracts, leases, licenses, easements, encumbrances, and claims of record which may affect the Property and the use of the words "grant" and "reservation" herein shall not be construed as a covenant against the existence of any thereof.
3. GRANTEE acknowledges and covenants that their use of the Easement shall comply with the Land Conservation Commitment and Governing Documents.
4. GRANTEE agrees, at its sole cost and expense, to indemnify, protect, defend with counsel acceptable to STATE, and hold harmless STATE and its agencies, departments, boards, offices, commissions, officers, employees, agents, and representatives (collectively "Indemnitees"), from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs and expenses (including, without limitation, reasonable attorneys' fees, court costs, administrative procedural costs and experts' fees) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, Indemnitees relating to or arising directly or indirectly from: (i) GRANTEE's or GRANTEE's Representatives' occupation and use of the Easement Area and/or Access Roads pursuant to this Agreement; (ii) GRANTEE's or GRANTEE's Representatives' use, handling, generation, storage, release, transport, threatened release or disposal of Hazardous Substances on or around the Easement Area and/or Access Roads on or after the date of this Agreement; and (iii) any required or necessary remediation, repair, cleanup or detoxification and the preparation of required plans which occurs as a result of GRANTEE's or GRANTEE's Representatives' use, generation, storage, release, transport threatened release or disposal of Hazardous Substances on or around the Easement Area and/or Access Roads on or after the date of this Agreement. For the purposes of this Paragraph, "Hazardous Substances" means any hazardous or toxic material or waste that is or becomes regulated by the laws of any local governmental authority, the State of California or the United States Government under any Environmental Requirements applicable to the PARTIES in the management of property owned by them. Hazardous Substances may be defined differently based on the laws, regulations and policies applicable to each of the PARTIES to this Agreement. For purposes of this Agreement, Hazardous Substances may include, 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, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) ("CERCLA"); the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Clean Water Act (33 U.S.C. §§1251 et seq.); the Safe Drinking Water Act (33 U.S.C. § 300f et seq.); the River and

Harbors Act of 1899 (33 U.S.C. §§ 401 et seq.); the National Emission Standard for Hazardous Air Pollutants for Asbestos (40 C.F.R. §§ 61.140 et seq.); the OSHA Construction Standard (29 C.F.R. §§ 1926.1001 et seq.); the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); the Oil Pollution Act (33 U.S.C. § 300f et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§136 et seq.); the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.); the Atomic Energy Act of 1954, (42 U.S.C. §§2014 et seq.); the Nuclear Waste Policy Act of 1982 (42 U.S.C. §§10101 et seq.); the Medical Waste Management Act (Cal. Health and Safety Code §§25015 et seq.); the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13020 et seq.); the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.); the Carpenter-Presley-Tanner Hazardous Substance Account Act ( Cal. Health and Safety Code §§25300 et seq.); the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 et seq.); and all rules and regulations of the United States or California Environmental Protection Agency or any successor agency, or any other state or federal department, board or agency, or any other agency or governmental board or entity having jurisdiction, as any of the foregoing have been, or are hereafter amended from time to time; or

- b. that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any State of the United States or any political subdivision thereof having jurisdiction over the PARTIES to this Agreement; or, as applicable to GRANTOR, 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. that contains gasoline, diesel fuel or other petroleum hydrocarbons; or
- e. that contains lead-based paint or other lead contamination, polychlorinated biphenyls ("PCBs") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or
- f. that contains radon gas.

GRANTEE's duty to defend Indemnitees, is separate from, independent of and free-standing of GRANTEE's duty to indemnify Indemnitees under this Agreement, and applies whether the issue of the PARTIES negligence, breach of contract or other fault or obligations has in any way been determined. GRANTEE's indemnity obligations under this Agreement shall not extend to that portion of such loss or damage that shall have been caused by any of the Indemnitees' comparative negligence or willful misconduct. GRANTEE shall have no cleanup liability, nor any obligation to defend, hold harmless or indemnify under this Agreement from and against any claims resulting from any pre-existing Hazardous Substances conditions. This indemnity shall survive the termination of this Agreement.

5. Prior to any entry onto the Easement Area or the Access Roads under the terms of this Agreement, GRANTEE and GRANTEE's Representatives shall each, at their own expense, provide STATE evidence of insurance as follows:

- a. Commercial General Liability – GRANTEE and GRANTEE's Representatives shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy must include coverage for liabilities arising out of premises operations, independent contractors, products/completed operations, personal & advertising injury and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the GRANTEE's and/or GRANTEE's Representatives limit of liability. The policy must include: **Department of Forestry and Fire Protection, State of California, its officers, agents and employees as additional insureds.** This endorsement must be supplied under form acceptable to DGS' Office of Risk and Insurance Management.
  - b. Automobile Liability – GRANTEE and GRANTEE's Representatives shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.
  - c. Workers' Compensation and Employers' Liability – GRANTEE and GRANTEE's Representatives shall maintain statutory workers' compensation and employers' liability for all employees who will be engaged in the performance of any work and/or maintenance related to the Easement Area and/or the Access Roads. Employers' liability limits of \$1,000,000 are required. Workers' compensation policy shall contain a waiver of subrogation endorsement in favor of the STATE.
  - d. GRANTEE shall have the right to self-insure with respect to any insurance requirements under this Agreement. In the event GRANTEE elects to self-insure with respect to any insurance requirements under this Agreement, GRANTEE shall submit a letter of self-insurance signed by a duly authorized representative to STATE, evidencing that the self-insurance program is in full force and effect and in compliance with and subject to all the terms, agreements, covenants, conditions and provisions of this Agreement.
6. GRANTEE understands that this Easement will be located within a State forest, and GRANTEE agrees to abide by certain regulations and restrictions set forth in subparagraphs a. through d. of this Paragraph, concerning GRANTEE'S access and use of the Easement Area and/or the Access Roads:
- a. Use of any part of the Property outside of the Easement Area, Access Roads, and/or routes for any reason by GRANTEE or GRANTEE's Representatives shall be restricted to that use reasonably necessary in connection with the construction, operation, maintenance and repair of the Hydroelectric Facilities and associated Water Delivery Facilities, and Electric Facilities.
  - b. GRANTEE shall be solely responsible for the maintenance and repair of any damage caused by its use of the Easement Area at no cost to STATE. GRANTEE further agrees that any erosion or drainage problems caused by the use of the Easement Area by GRANTEE and GRANTEE's Representatives shall be corrected by GRANTEE without cost to STATE and to the reasonable satisfaction of the STATE.

- c. GRANTEE shall be solely responsible for the repair of any damage caused by its use of the Access Roads and/or routes, excluding fair wear and tear from normal usage. For so long as the Access Roads and routes shall exist in private ownership, STATE and GRANTEE and their respective successors and assigns, shall bear the expenses of the reasonable maintenance of the Access Roads and/or routes in proportion to their respective use. Reasonable maintenance shall include such work as is necessary to maintain said Access Roads and/or routes in their existing condition as unpaved roads in good, usable condition, but shall not include the enlargement of or betterment of the Access Roads and/or routes.
  - d. GRANTEE shall not consent to the use of the Easement Area, Access Roads, and/or routes by any member of the general public not associated with any of the Permitted Uses without first obtaining written approval from STATE.
7. In making any excavation in the Easement Area and/or the Access Roads, GRANTEE shall make all excavation activities available to the STATE archaeologist for observation and monitoring. During excavation, the STATE archaeological monitor may observe and report to the STATE on all excavation. STATE archaeological monitor shall be empowered to stop construction activities in the event the monitor determines that significant cultural resource values are being disturbed. In the event that significant cultural resource values are being disturbed, all work within thirty feet (30') of the find shall be immediately halted.

Should GRANTEE or GRANTEE's Representatives find any cultural or historical resources in the absence of a STATE archaeologist, GRANTEE covenants to halt all work within thirty feet (30') of the find and immediately notify the STATE archaeological monitor. GRANTEE further covenants that work shall not resume within thirty feet (30') of the find until authorized by the STATE archaeological monitor. Should human bone or bones of questionable appearance be disturbed during excavation, GRANTEE agrees to halt all excavation within thirty feet (30') until the County Coroner and a representative of the local Native American community have examined the remains and determined disposition. The archaeological conditions shall comply with STATE directives, policies, regulations and laws, including, but not limited to, Public Resources Code §5024 and §5097 which outline procedures in the event Native American remains are discovered. Work shall not resume in the area of the find until authorized by the STATE archaeological monitor.

GRANTEE and/or GRANTEE's Representatives shall provide a work schedule to STATE so that the STATE archaeological monitor can arrange to be on site on the necessary days; GRANTEE agrees to notify the STATE archaeologist of any preconstruction meetings with GRANTEE's Representatives. Except in the case of emergencies the archaeologist should be provided at least two (2) weeks advanced notice of the construction start date. In the event of emergency work, GRANTEE will provide notice to the archaeologist within one (1) week of when the emergency work is discovered.

8. This Agreement shall be governed and construed by the laws of the State of California. The successive owners of the Property are bound by this Easement for the benefit of the GRANTEE. This Easement will be permanent and perpetual except as specifically provided herein.
9. GRANTEE shall have sole responsibility for obtaining all applicable city and county authorizations necessary to enjoy this Easement. STATE agrees to provide such

reasonable cooperation, subject to reimbursement by GRANTEE of STATE's administrative expenses, as may be deemed appropriate by STATE to enable GRANTEE to implement and exercise the rights granted herein, including but not limited to the completion and/or execution of any applications, rights of access, and other supporting or required documentation necessary to GRANTEE'S processing and obtaining local, state and federal approvals of the Permitted Uses on the Easement Area and/or the Access Roads.

10. Any notice, tender, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered, mailed or sent by wire or other telegraphic communication in accordance with the time frames and any other requirements provided in this Agreement, to the following persons:

STATE: State of California  
Department of Forestry & Fire Protection  
1300 U Street (A-45)  
Sacramento, CA 95817  
Attn: Technical Services Section

With copies to: State of California  
Department of General Services  
707 Third Street, 5<sup>th</sup> Floor (MS 505)  
West Sacramento, CA 95605  
Attn: RESD/RPSS--Acquisitions Unit

GRANTEE: Manager, Hydro Support  
Pacific Gas and Electric Company  
2730 Gateways Oaks, Suite 220  
Sacramento, CA 95833

With copies to: Law Department  
Pacific Gas and Electric Company  
P.O. Box 770000, Mail Code N10A  
San Francisco, CA 94177  
Re: Land Conservation Commitment

The PARTIES may change the person to be provided notice or the address for notices to be sent by giving notice pursuant to this section.

**EXHIBIT E**

**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 those agreements and rights disclosed by the following:

- (a) The terms, conditions and provisions as contained in the License Agreement to construct, operate, and maintain the Big Bend Volunteer Fire Company #70 Fire Station by and between Pacific Gas and Electric Company and Shasta County Fire, dated August 9, 1995 and amended most recently October 8, 2013.
- (b) The terms, conditions and provisions as contained in the License Agreement for non-invasive investigation by and between Pacific Gas and Electric Company and the United States of America, acting through the U.S. Forest Service Resource Monitoring and Assessment Program, dated November 16, 2017.
- (c) The terms, conditions and provisions as contained in the License Agreement for temporary use, ingress, and egress by and between Pacific Gas and Electric Company and Mary E. Axelson, dated June 5, 2003.
- (d) An easement over said land for ingress and egress, as granted by Pacific Gas and Electric Company to Shasta Cascade Timberlands, LCC, in Instrument recorded November 29, 2021, in Instrument No. 2021-0048962, Official Records.
- (e) An easement over said land for surface access, ingress and egress, as granted by Pacific Gas and Electric Company to Charles William Camp, dated December 3, 2021.
- (f) An encroachment agreement over said land for a shed, fence, and gate, as granted by Pacific Gas and Electric Company to Charles William Camp, dated March 31, 2021.
- (g) An easement over said land for surface access, ingress and egress, as granted by Pacific Gas and Electric Company to Donald McKinney II and Sandra McKinney, dated March 31, 2021.
- (h) A property use agreement for the limited purpose of constructing, operating and maintaining an unmanned geophysical seismic observatory and related equipment, as granted by Pacific Gas and Electric Company to THE REGENTS OF THE

### Appendix 3: Conservation Easement

UNIVERSITY OF CALIFORNIA, a California corporation, on behalf of its UC Berkeley Seismological Laboratory, dated September 11, 2020.

- (i) An easement over said land for a right-of-way of lawful width for any and all County roads heretofore lawfully established and now in public use and incidental purposes, from Central Pacific Railway Co., a Utah corporation, in deed recorded July 21, 1919, in Book 137 of Deeds at Page 99. (PG&E#: 2437-01-0002)
- (j) An easement over said land for a right of way thereon for ditches or canals constructed by the authority of the United States and incidental purposes, as reserved by United States of America, in Instrument recorded February 17, 1921, in Book 14, Page 232 of Patents.
- (k) An easement over said land for ingress and egress and incidental purposes, as granted to Halcomb Public Cemetery District, a Public Cemetery District, in Instrument recorded October 20, 1955, in Book 473, Page 423, Official Records. (PG&E #:2435-01-0033)
- (l) An easement over said land for a road 66 feet in width with additional width, if necessary, to accommodate cuts and fills and incidental purposes, as granted to United States of America, dated February 01, 1963. (PG&E#: 2437-01-0021).
- (m) An easement over said land to construct, maintain and use a road over and across those certain lands and incidental purposes, as granted to Ralph I. Smith Lumber Company, a Missouri corporation, in deed recorded January 04, 1960, in Book 621 Page 78, Official Records. (PG&E#: 2436-01-0031)
- (n) An easement over said land for road purposes and all rights incidental purposes, as granted to County of Shasta, dated June 30, 1961, recorded June 24, 1961, in Book 674, Page 93, Official Records. (PG&E #2137-01-0011)
- (o) The terms, conditions and provisions as contained in the Instrument entitled "Agreement", by and Between Pacific Gas and Electric Company, a California corporation, and Roger Brown and Phyllis Brown, husband and wife, dated August 06, 1962, recorded July 13, 1964, in Book 795, Page 639, Official Records. An encroachment of building from the adjoining property as disclosed by the herein described agreement. (PG&E #2436-01-0010)
- (p) An easement over said land for roads and incidental purposes, as granted to United States of America, in deed recorded December 14, 1964, in Book 816, Page 1, Official Records. (PG&E 2137-02-0015)
- (q) An easement over said land for ingress to and egress from the waters of Pit 7 Dam Reservoir and any and all riparian rights annexed to, inherent in and part and parcel of the remaining lands and incidental purposes, from Leslie I. Crane and Bessie M.

### Appendix 3: Conservation Easement

- Crane, husband and wife, in deed recorded February 18, 1965, in Book 824 Page 27, Official Records. (PG&E#: 2435-01-0175)
- (r) An easement over said land for rights of way for roads and incidental purposes, as granted to United States of America, in deed recorded May 10, 1966, in Book 880 Page 293, Official Records. (PG&E#: 2438-02-0029)
  - (s) An easement over said land for electric transmission line and incidental purposes, by and between United States of America and Pacific Gas and Electric Company, a California corporation, in deed recorded April 04, 1967, in Book 912 Page 219, Official Records. (PG&E #2137-01-0069)
  - (t) The terms, conditions and provisions as contained in the Instrument entitled "Contract and Grant of Electric Transmission Line Easement", by and between United States of America, and Pacific Gas and Electric Company, dated August 01, 1965, recorded April 04, 1967, in Book 912, Page 219, Official Records. (PG&E #2137-01-0069)
  - (u) An easement over said land for the right to reconstruct, maintain and use a road and incidental purposes, as granted to Hart H. Tantau, in deed recorded August 22, 1967, in Book 926 Page 369, Official Records. (PG&E#: 2436-01-0129)
  - (v) An easement over said land to maintain and use the existing road and incidental purposes, as granted to Sam A. Bryant, a married Man, in deed recorded May 15, 1970, in Book 1028 Page 208, Official Records. (PG&E#: 2436-01-0164)
  - (w) An easement over said land for road purposes, 60 feet in width, or more if necessary cuts and fills and all rights and incidental purposes, as granted to United States of America, in deed recorded April 01, 1976, in Book 1330 Page 338, Official Records. (PG&E #2136-01-0194)
  - (x) An easement over said land to erect, construct, reconstruct, replace, remove, maintain and use a line of poles with such wires as from time to time suspend therefrom and incidental purposes, as granted to Citizens Utilities Company of California, in deed recorded November 19, 1979, in Book 1680 Page 622, Official Records. (PG&E #2136-01-0024)
  - (y) An easement over said land for road with turnouts and incidental purposes, by and between Pacific Gas and Electric Company, a corporation and Roseburg Lumber Company, an Oregon corporation, in deed recorded May 12, 1982, in Book 1888 Page 92, Official Records.
  - (z) The terms, conditions and provisions as contained in the Instrument entitled "Reciprocal Grant of Easement", by and between Pacific Gas and Electric Company, a California corporation, and J.H. Baxter Company, recorded November 23, 1982, in Book 1926 Page 639, Official Records. (PG&E#: 2436-01-0042)



### Appendix 3: Conservation Easement

- (aa) An easement over said land for communication facilities and incidental purposes, as granted to Citizens Utilities Company of California, in deed recorded July 24, 1985, in Book 2165 Page 143, Official Records.
- (bb) An easement over said land for a non-exclusive easement and right of way to maintain and use that portion of the existing creek known as Roaring Creek and incidental purposes, as granted to Mega Renewables, a General Partnership, in deed recorded October 31, 1985, in Book 2188 Page 517, Official Records.
- (cc) An easement over said land to reconstruct, maintain and use the existing road and incidental purposes, as granted to Ed F. Edwards, in deed recorded November 24, 1987, in Book 2360 Page 890, Official Records.
- (dd) An easement over said land for extra high voltage transmission line and incidental purposes, as granted to Transmission Agency of Northern California, a Public Agency, in deed recorded May 31, 1990, in Book 2603 Page 670, Official Records.
- (ee) An easement over said land to construct, reconstruct, maintain and use the existing road and incidental purposes, as granted to Mega Renewables, a California General Partnership, in deed recorded July 11, 1990, in Book 2617 Page 451, Official Records. (PG&E#: 2436-01-0202)
- (ff) An easement over said land to construct, reconstruct, maintain and use the existing road and incidental purposes, as granted to Alan Nannini, as Trustee of the Primary Family Trust created in 1981, in deed recorded December 10, 1990, in Book 2669 Page 110 and re-recorded January 24, 1991, in Book 2682 Page 581, Official Records.
- (gg) An easement over said land to construct, reconstruct, maintain and use the existing road and incidental purposes, as granted to Robert O. Allen and Lucy Allen, husband and wife, in deed recorded November 1, 1991, in Book 2779 Page 746, Official Records.
- (hh) An easement over said land for road and incidental purposes, as executed by and between Pacific Gas and Electric Company, a California corporation and Transmission Agency of Northern California, a joint Powers Agency, in deed recorded January 23, 2003, as Document No. 2003-0004244, Official Records.
- (ii) The terms, conditions and provisions as contained in the Instrument entitled "Easement Agreement", by and between Pacific Gas and Electric Company, a California corporation, and Transmission Agency of Northern California, a Joint Powers Agency, dated January 16, 2003, recorded January 23, 2003, as Document No. 2003- 0004244, Official Records.

### Appendix 3: Conservation Easement

- (jj) An easement over said land for transmission line access road and incidental purposes, as granted to Transmission Agency of Northern California, a Public Agency, in deed recorded July 29, 2003, as Document No. 2003-0049312, Official Records.
- (kk) An easement over said land for Cost Share Easement and incidental purposes, as granted to Sierra Pacific Industries, a corporation, in Instrument recorded March 09, 2004, in Instrument No. 2004-12883, Official Records.
- (ll) The terms, conditions and stipulations of that certain unrecorded "Master Special Use Agreement" executed by and between United States Department of Agriculture and Pacific Gas and Electric Company issued F.P.C. License No. 233.

## Appendix 3: Conservation Easement

### **EXHIBIT F**

#### Development Envelope Legal Description

Development Envelope

March 18, 2022  
2263.19

#### **EXHIBIT A**

THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 1, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, LYING WITHIN THE COUNTY OF SHASTA, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS DESCRIBED IN THAT DEED RECORDED IN VOLUME 14 OF OFFICIAL RECORDS AT PAGE 220, SHASTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID SECTION 1, THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 1°37'23" WEST, A DISTANCE OF 1344.58 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, SAID POINT BEING **THE TRUE POINT OF BEGINNING**;

THENCE ALONG THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 4, NORTH 84°46'56" WEST, A DISTANCE OF 46.58 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL WITH AND 30.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF BIG BEND ROAD;

THENCE ALONG SAID PARALLEL LINE THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 22°49'11" WEST, A DISTANCE OF 77.77 FEET;
2. THENCE SOUTHWESTERLY, A DISTANCE OF 25.08 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET AND A CENTRAL ANGLE OF 3°03'29";
3. THENCE SOUTH 19°45'43" WEST, A DISTANCE OF 158.65 FEET;
4. THENCE SOUTHWESTERLY, A DISTANCE OF 23.32 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF 5°48'33";
5. THENCE SOUTH 25°34'15" WEST, A DISTANCE OF 159.45 FEET;

THENCE LEAVING SAID PARALLEL LINE, SOUTH 67°03'29" EAST, A DISTANCE OF 220.63 FEET TO A POINT IN THE EASTERLY LINE OF SAID SECTION 1; THENCE ALONG SAID EASTERLY LINE, NORTH 1°37'23" EAST, A DISTANCE OF 491.66 FEET TO THE **POINT OF BEGINNING**.

**CONTAINING** 1.35 ACRES, MORE OR LESS.

**END OF DESCRIPTION.**

**SUBJECT TO** ALL COVENANTS, RIGHTS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD, IF ANY.

**EXHIBIT "B"** ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME:

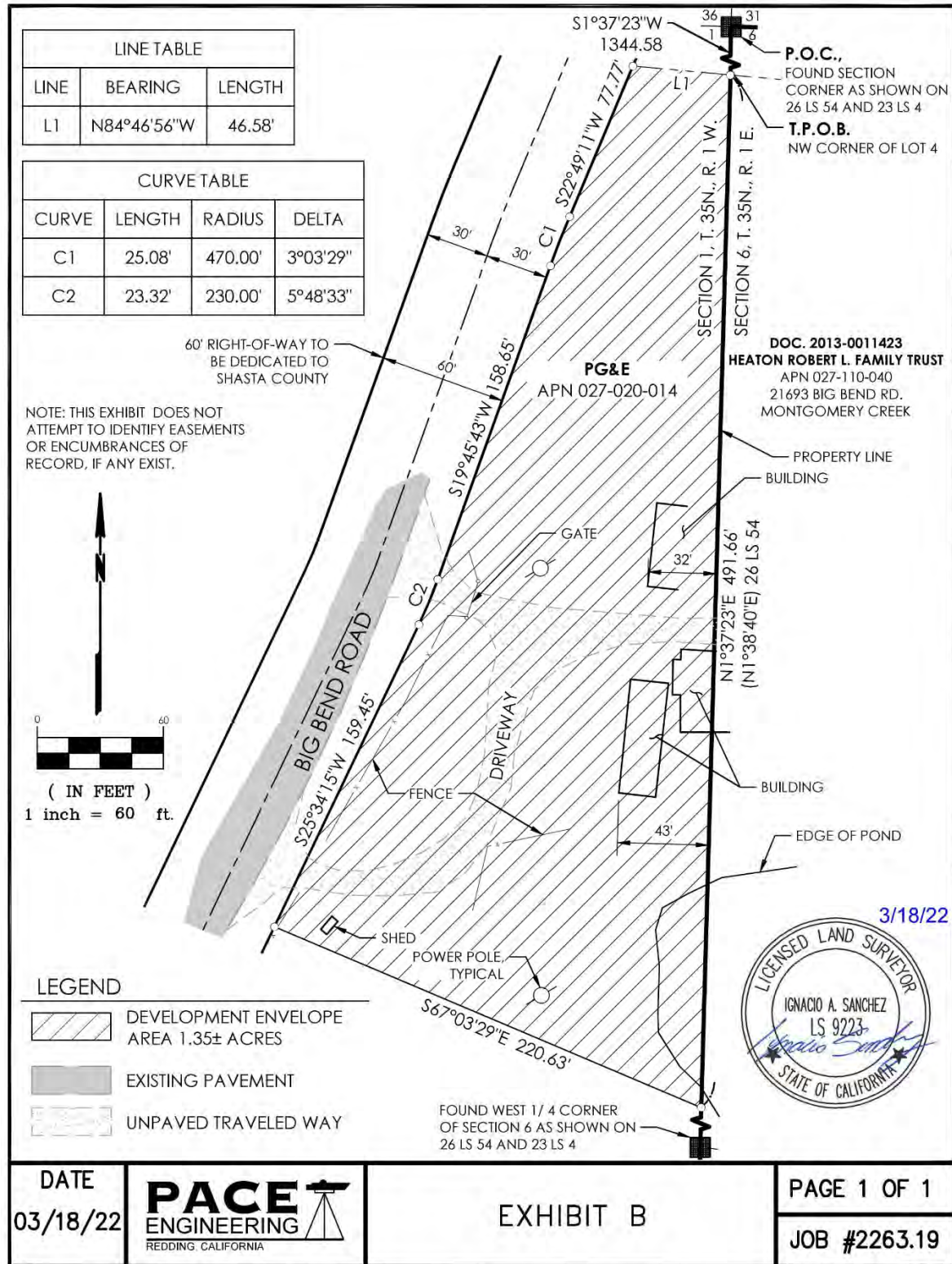
  
Ignacio A. Sanchez, L.S. 9223



3/18/22

**EXHIBIT G**

## Development Envelope Map



**Conservation Easement Funding Agreement  
Pit/Tunnel Reservoir Planning Units**

**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 **the Shasta Land Trust** a California nonprofit public benefit corporation (“Grantee”) 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 donated to CAL FIRE consisting of approximately 7,016 acres of real property located in the County of Shasta, 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 Burney Gardens, Cow Creek, Fall River Mills, Hat Creek, Lake Britton, Pit River, and Tunnel Reservoir 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:



## Appendix 4: Conservation Easement Funding Agreement



1. Effective Date. This Agreement shall become effective upon the recording of the Conservation Easement in favor of Grantee in the Official Records of Shasta County (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 **Four Hundred Fifty-Nine Thousand Three Hundred Dollars (\$459,300)** (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 Two Hundred Nineteen Thousand Six Hundred Fifty Dollars (\$219,650) 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 "Endowment Monitoring and Stewardship Funds"). The types of allowable expenditures of these funds is described in Section 5 below.

b. Twenty Thousand Dollars (\$20,000) 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 6 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 Endowment Monitoring and Stewardship 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.

b. Within thirty (30) days of receipt of funds, Grantee will provide the Stewardship Council with evidence of deposit of the General Monitoring and Stewardship Funds and the Defense and Enforcement Funds into an account which shall be restricted to the stewardship, monitoring, and legal defense or enforcement of

the conservation easements held by the Grantee, including but not limited to the Conservation Easement on the Property. Notwithstanding the right of Grantee to deposit the Monitoring and Stewardship Funds and the Defense and Enforcement Funds into a single account, the use of each type of funds is restricted as provided in Section 3 above.

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. Permissible uses of General Monitoring and Stewardship Funds and Endowment Monitoring and Stewardship Funds shall include, but not be limited to:

a. Regular on-site inspection and monitoring to ensure that the terms of Conservation Easement 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 Property;

c. Payments for staff, consultants and attorney time necessary to carry out Grantee's stewardship responsibilities with regard to its conservation easements;

d. Communications with the fee title owner of the property which is subject to the easement regarding the provisions of the Conservation Easement and planned or completed activities on the lands to be performed or allowed by the fee title owner or a licensee/lessee;

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

6. **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 the Conservation Easement 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 related to such insurance.

7. 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 2023 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.

8. 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.

9. 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.

10. 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 all Grant Funds in its possession to Assignee and require that Assignee assume all of Grantee's obligations under this agreement.

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

12. 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 170(c)(2)(B).

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.

13. 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.

14. 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.

15. Assignment. This Agreement may not be assigned by the Grantee in whole or in part except as provided in Section 10 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. 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.

16. 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.

## Appendix 4: Conservation Easement Funding Agreement



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

18. 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: \_\_\_\_\_

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

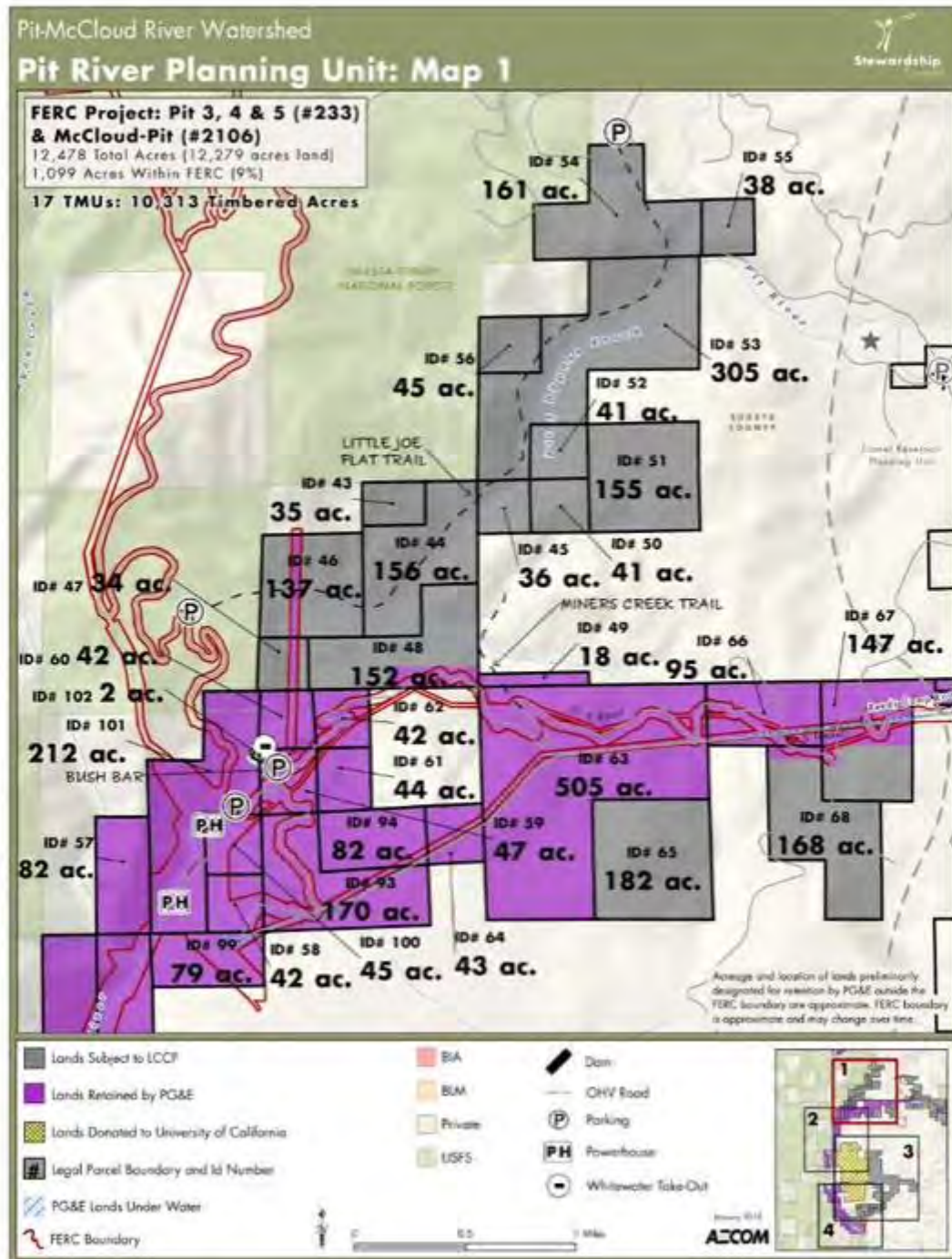
**Shasta Land Trust,**  
a California Nonprofit Public Benefit Corporation

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

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

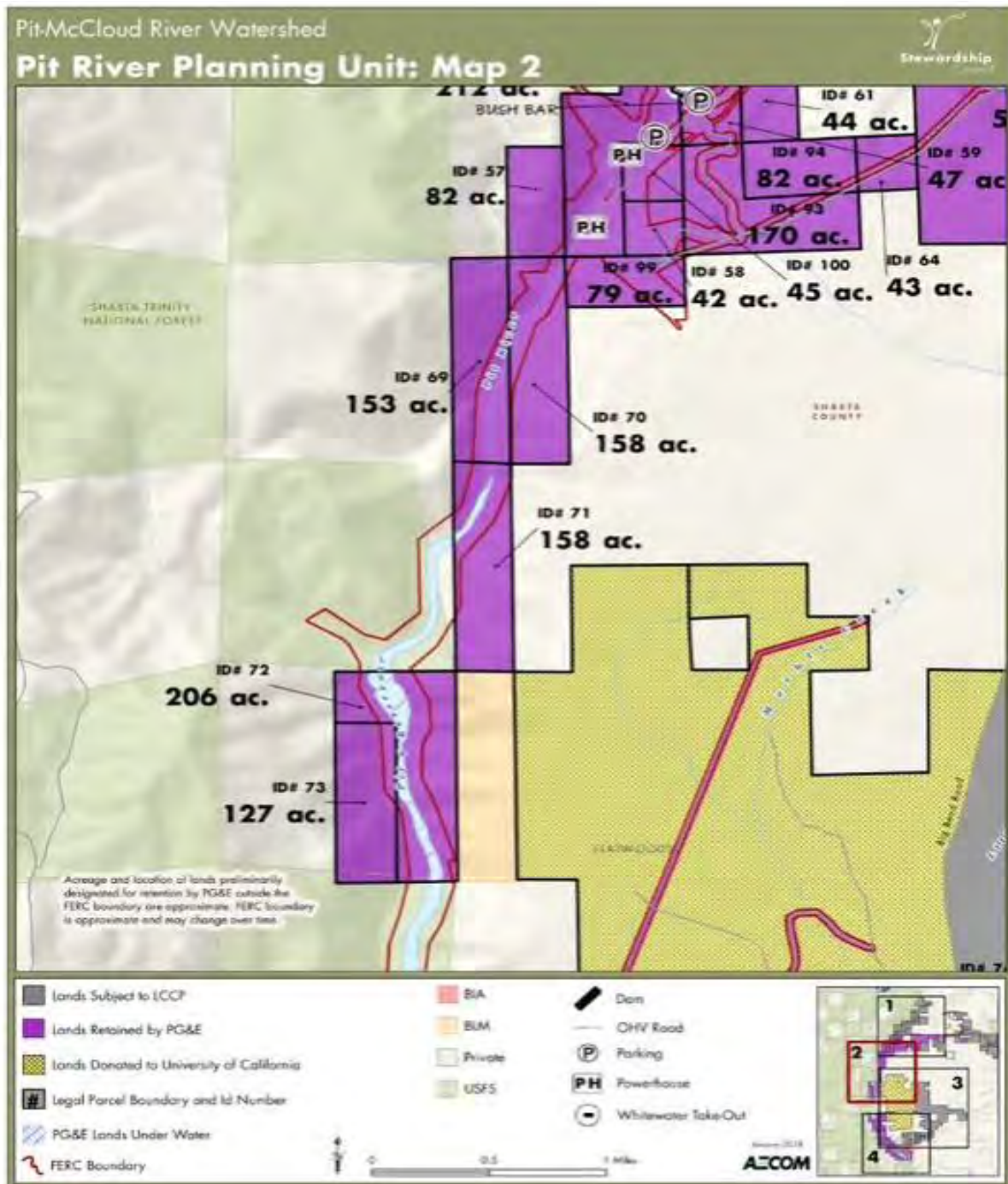
Date: \_\_\_\_\_

Exhibit A  
Pit River Planning Unit  
Map 1 of 4

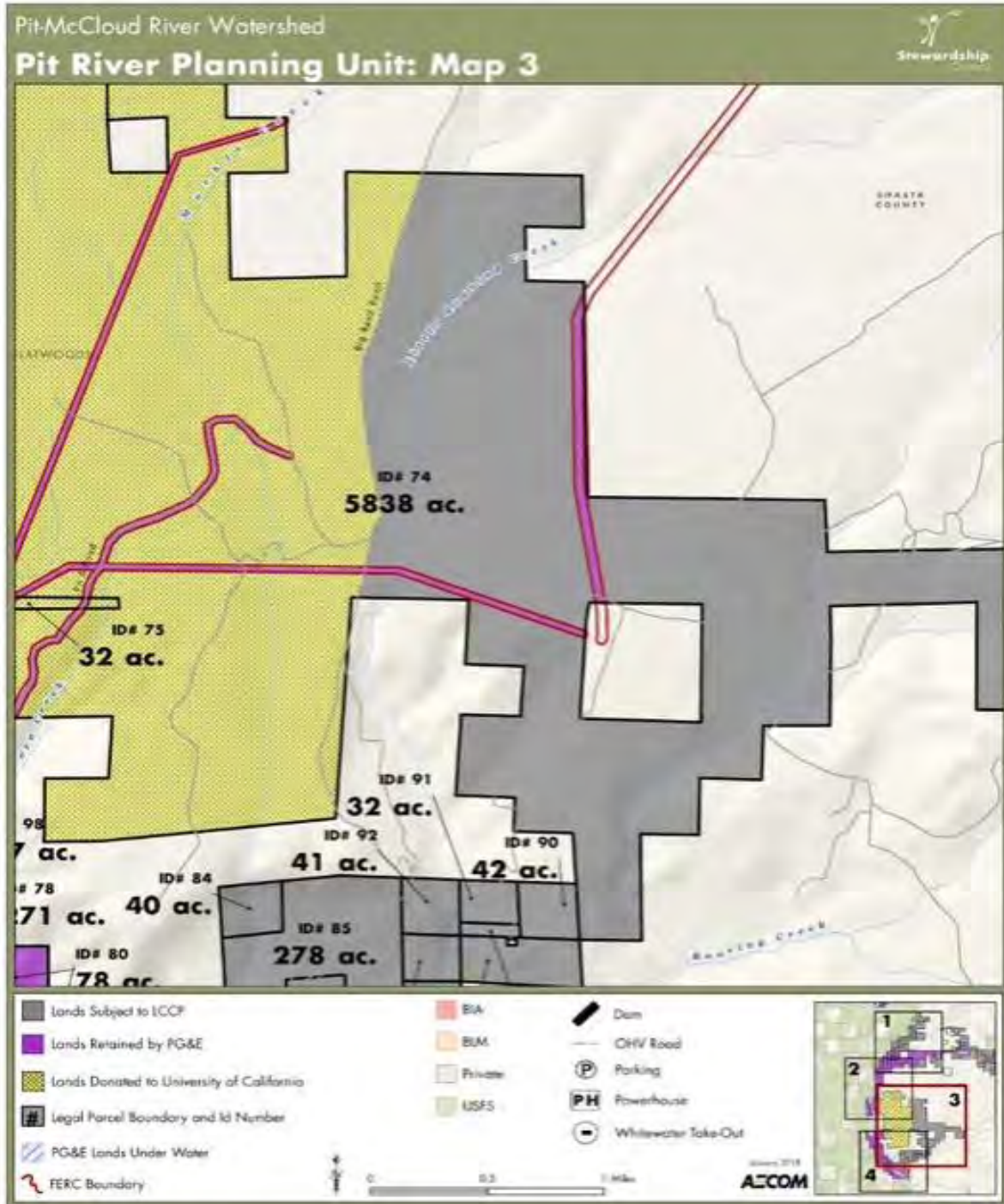




**Exhibit A**  
**Pit River Planning Unit**  
**Map 2 of 4**

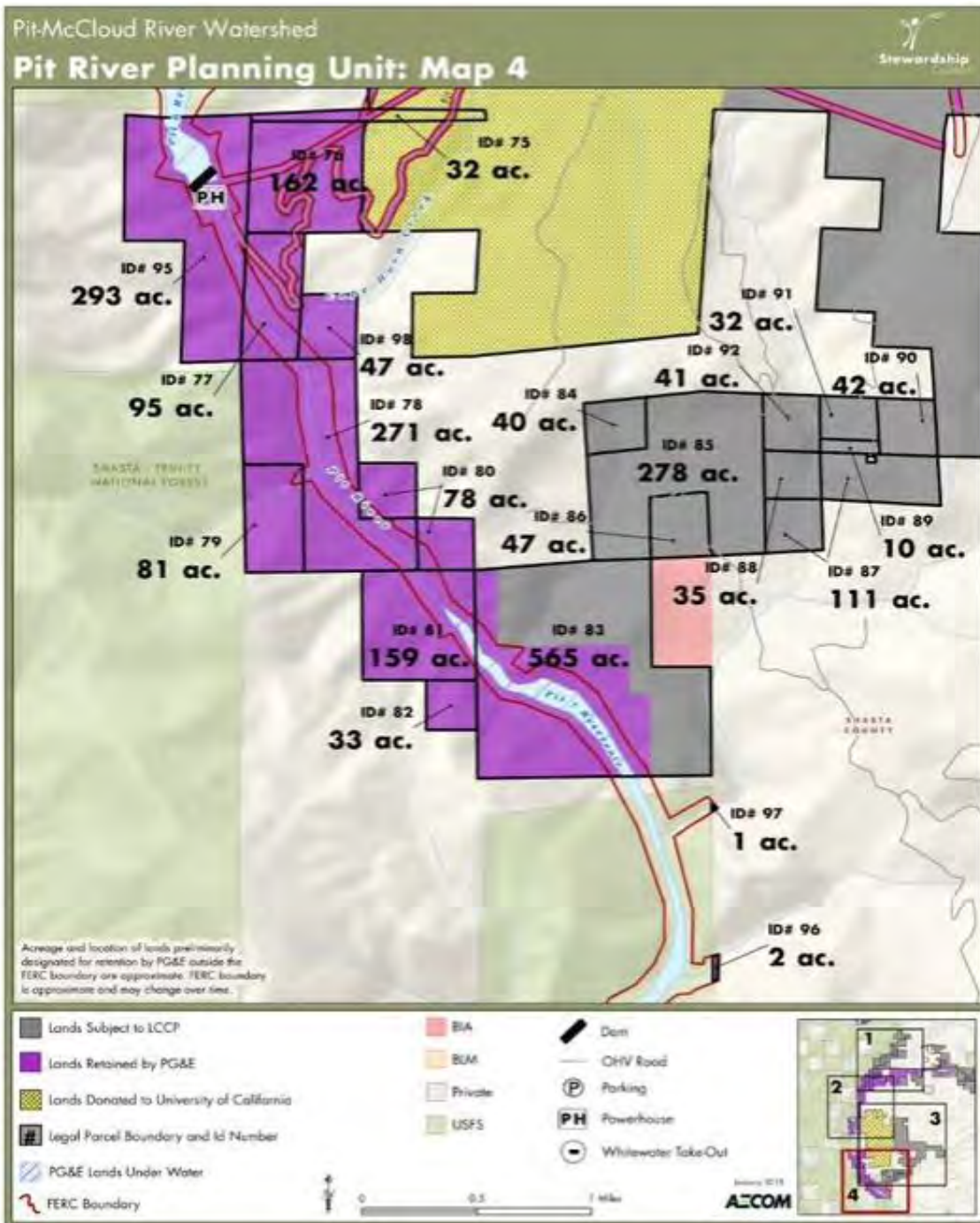


**Exhibit A**  
**Pit River Planning Unit**  
**Map 3 of 4**

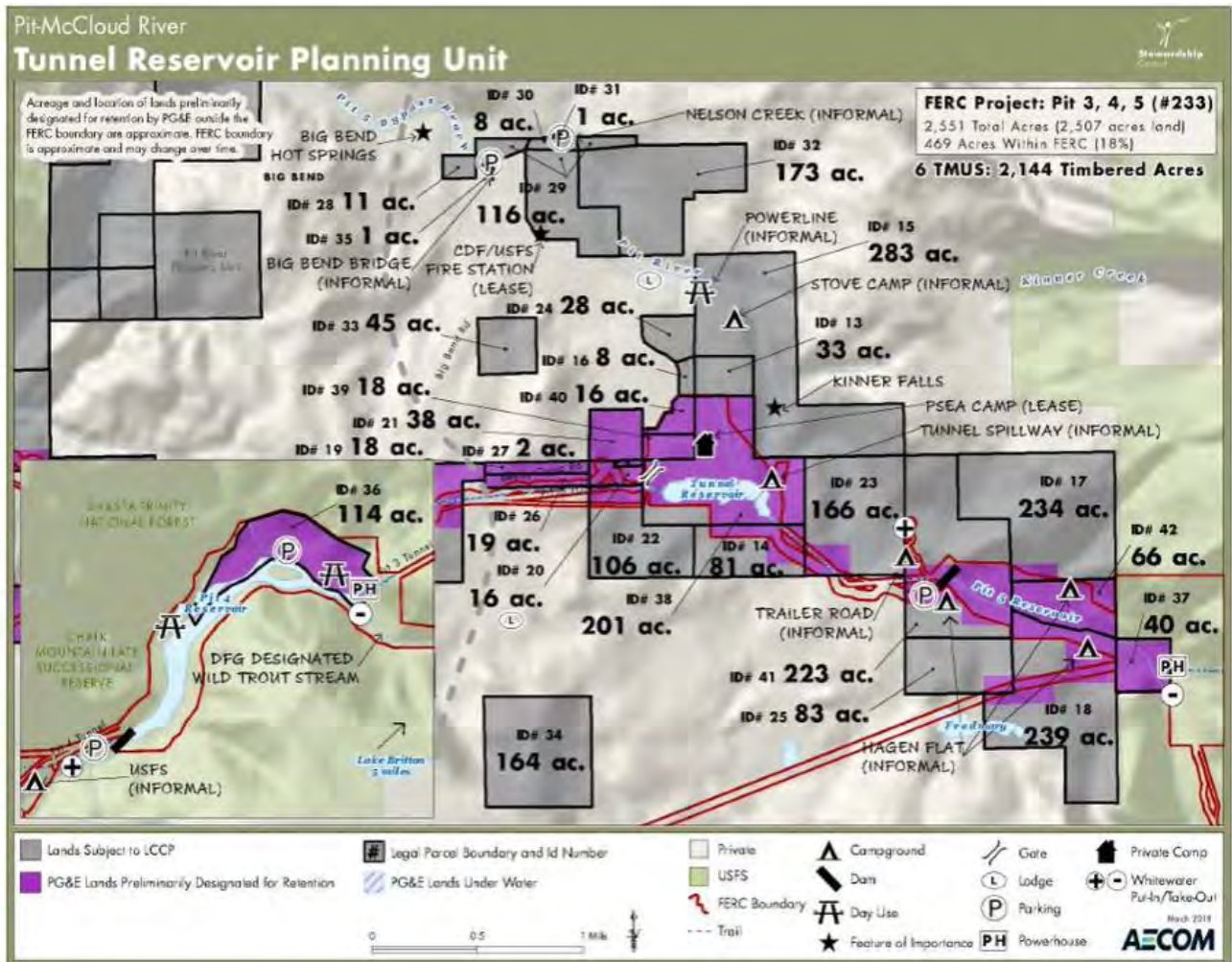




**Exhibit A**  
**Pit River Planning Unit**  
**Map 4 of 4**



### Exhibit A Tunnel Reservoir 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> Pit/Tunnel Reservoir
<b>Grantee Name:</b> Shasta 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 5 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 Section 3a 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 Section 6 of the Grant Agreement.		
<b>Name:</b>	<b>Title:</b>	
<b>Signature:</b>	<b>Date:</b>	

**Return to:**

Stewardship Council  
 3300 Douglas Blvd, Suite 250  
 Roseville, CA 95661  
**Phone:** (916) 297-6660

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

## PROPERTY TAX NEUTRALITY METHODOLOGY

---

### INTRODUCTION

The Settlement Agreement<sup>1</sup> and Stipulation<sup>2</sup> that established the Land Conservation Commitment require that the Land Conservation Plan being developed by the Stewardship Council provide property tax revenue, other equivalent revenue source, or a lump sum payment, so that the totality of dispositions in each affected county will be “tax neutral” for each county. Section 4.3 of Volume I of the Land Conservation Plan (LCP) adopted by the Stewardship Council in November 2007 described the Stewardship Council’s potential strategies and anticipated approach to achieving property tax neutrality at a programmatic level.

More recently, on September 17, 2009, the Stewardship Council adopted a funding policy. This policy further clarified the Stewardship Council’s approach to property tax neutrality and identified several potential vehicles to achieving this requirement. On March 30, 2011, the Stewardship Council adopted a set of guidelines which describe scenarios in which the Stewardship Council will make property tax payments to affected counties and further defined a set of overarching assumptions regarding property tax neutrality payments.

Table 1 in Appendix A lists the estimated acreage and estimated annual property taxes associated with PG&E watershed lands which have been recommended by the Stewardship Council Board of Directors for donation. The estimated total tax liability that would be subject to tax neutrality will depend upon the total acreage actually transferred, and the types of organizations receiving fee title to the lands. No PG&E watershed lands will be recommended for donation in counties that are not listed in Table 1.

### PURPOSE OF PROPOSED METHODOLOGY

The purpose of this methodology is to establish a standard payment process when lands are transferred to organizations that are exempt from paying property taxes. The following methodology will be applied to all counties which experience a loss in property tax revenues due to a recommended donation of fee title as part of the Stewardship Council’s Land Conservation Commitment.

### DETERMINING TAX NEUTRALITY PAYMENT AMOUNT

Following the Stewardship Council approval of a fee-title donation, the Stewardship Council will work with the affected county to calculate the payment amount for inclusion in the Stewardship Council’s Land Conservation and Conveyance Plan (LCCP).

1. Using the legal description and/or survey of lands identified for transfer to an organization which is exempt from paying property taxes, the Stewardship Council and PG&E will prepare an estimate of the annual taxes on lands to be donated. If assessed values on the lands recommended for donation change prior to the transfer of land, the

---

<sup>1</sup> *Opinion Modifying the Proposed Settlement Agreement of Pacific Gas & Electric Company, PG&E Corporation and the Commission Staff, and Approving the Modified Settlement Agreement*, December 18, 2003:

[http://www.stewardshipcouncil.org/documents/Settlement\\_Agreement.pdf](http://www.stewardshipcouncil.org/documents/Settlement_Agreement.pdf)

<sup>2</sup> *Stipulation Resolving Issues Regarding the Land Conservation Commitment*, September 25, 2003:

[http://www.stewardshipcouncil.org/documents/Stipulation\\_Agreement.pdf](http://www.stewardshipcouncil.org/documents/Stipulation_Agreement.pdf)

Stewardship Council will revise the payment calculation included in the proposed tax neutrality funding agreement prior to its execution by the parties.

2. The reduction in annual taxes caused by the donation of acres to organizations exempt from property tax will constitute the “Annual Base Value” for the funding calculation.
3. The County will receive a one-time lump sum payment The Stewardship Council will provide a draft funding agreement for county review and approval using the Annual Base Value and payment option. The draft funding agreement is expected to include, among other items, the following acknowledgements by the county:
  - a. Payment by the Stewardship Council satisfies the tax neutrality requirement as specified in the Settlement and Stipulation for the subject fee-title donation.
  - b. The county has issued (or will not reasonably withhold) a Welfare Tax Exemption for the new landowner, if required.
  - c. The county will agree to distribute the lump-sum payment to the applicable special districts as dictated in the relevant Tax Rate Area at the time of payment. In consideration for the additional administrative responsibility of the county to set up the process to allocate payments to special districts, the Stewardship Council will make a \$3,000 payment to the county for county’s anticipated costs to perform such activities for the first fee title donation of lands in the county. Said payment will be made at the time the Stewardship Council makes its lump-sum tax neutrality payment. For subsequent fee title donations, if a county expects to incur more than \$3,000 in costs to perform such activities, then it shall make a request to the Stewardship Council for increased funding no later than 60 days following the recording of the grant deed for each additional fee title donation or the execution of a tax neutrality funding agreement, whichever comes later. The Stewardship Council will review each funding request and provide the county with sufficient funds to cover all reasonable anticipated costs.
4. The Stewardship Council will fund the settlement amount according to the terms of the tax neutrality funding agreement as described in number 3 above no later than 60 days following the recording of the grant deed for the fee title donation or the execution of a tax neutrality funding agreement, whichever comes later.

### ***Lump-sum payment***

Lump-sum payments in satisfaction of property tax neutrality would be calculated based upon the net present value of the Annual Base Value at the time that lands are removed from the property tax rolls. The lump-sum payment will be calculated using a discounted cash flows analysis for perpetual payment streams, otherwise known as a Capitalization Rate (Cap Rate).

The Cap Rate calculation requires an assumption of a long-term rate of return on comparable investments, and a long-term inflation rate. In order to develop a Cap Rate for a lump-sum payment, the Stewardship Council considered multiple long-term inputs, including long term equity and fixed income returns (Dow Jones Industrial Average, S&P 500, U.S. Treasury,

## Appendix 5: Tax Neutrality Methodology

Adopted 06/27/2012  
Amended 06/24/2015  
Amended 01/21/2016  
Amended 11/15/2017

CalPERS), weighted average borrowing costs for subject counties, and discount rate assumptions for pension and other post-employment benefits.

Based upon the analysis described above, **the Stewardship Council is offering counties a Cap Rate of 4.0%** to be used in the calculation of a lump-sum payment in satisfaction of property tax neutrality. The calculation for arriving at a lump-sum payment is as follows:

$$\text{Lump Sum Value} = \text{Annual Base Value} \div 4.0\%$$

The following table provides an example of the application of the Cap Rate to various Annual Base Values:

Annual Base Value	\$500	\$1,000	\$5,000	\$10,000
Lump Sum at 4.0%	\$12,500	\$25,000	\$125,000	\$250,000

Lump-sum payments would be allocated based upon the applicable Tax Rate Area at the time of payment. The Stewardship Council envisions making these lump-sum payments as unrestricted payments in lieu of property taxes, subject to the distribution method described in section 4.c above. Counties and special districts would be free to determine the best use of the funds pursuant to the needs of the county or special district, including, if desired investment in a shared investment pool of the county's choosing.

## Appendix A

Estimated acreage and property taxes associated with PG&E watershed lands which have been recommended by the Stewardship Council Board of Directors for donation.

**Table 1**

**Table 1 – Estimated Property Taxes From Land Available for Donation<sup>3</sup>**

County	Lands Available for Donation	Total Taxes (Annual)	Total Taxes (Lump)
Alpine	410	2,948	\$73,691
Amador	2,040	\$8,577	\$214,431
Butte	N/A	\$0	\$0
Calaveras	60	\$53	\$1,320
El Dorado	N/A	\$0	\$0
Fresno	267	\$2,413	\$60,334
Kern	N/A	\$0	\$0
Lake	986	\$31,844	\$796,090
Lassen	N/A	\$0	\$0
Madera	220	\$10,271	\$256,770
Mariposa	N/A	\$0	\$0
Mendocino	797	\$17,011	\$425,289

## Appendix 5: Tax Neutrality Methodology

Adopted 06/27/2012  
Amended 06/24/2015  
Amended 01/21/2016  
Amended 11/15/2017

Merced	N/A	\$0	\$0
Nevada	1,867	\$13,150	\$328,758
Placer	2,683	\$46,794	\$1,169,882
Plumas	3,278	\$40,873	\$1,021,828
San Luis Obispo	N/A	\$0	\$0
Shasta	23,386	\$89,727	\$2,243,172
Tehama	151	\$45	\$1125
Tulare	N/A	\$0	\$0
Tuolumne	868	\$360	\$9,9009
Yuba	41	\$530	\$13,256
<b>Total</b>	<b>\$37,054</b>	<b>\$264,597</b>	<b>\$6,614,955</b>

<sup>a</sup> This acreage  
includes lands  
within parcels that  
cross county  
boundaries

**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**

### **Encroachment Agreement**



RECORDING REQUESTED BY AND RETURN TO:

**PACIFIC GAS AND ELECTRIC COMPANY**  
**Land Services Office**  
**2730 Gateway Oaks Drive, Suite 220**  
**Sacramento, CA 95833**

Location: City \_\_\_\_\_

Recording Fee \$ \_\_\_\_\_

Document Transfer Tax \$ \_\_\_\_\_

- ☐ This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- ☐ Computed on Full Value of Property Conveyed, or
- ☐ Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- ☐ Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

\_\_\_\_\_  
Signature of declarant or agent determining tax

(APN 027-020-014)  
LD# 2435-01-10002

### **ENCROACHMENT AGREEMENT**

This Encroachment Agreement (this "**Agreement**") is made and entered into this 31<sup>st</sup> day of March, 2021 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and CHARLES WILLIAM CAMP, a married man as his sole and separate property, hereinafter called "**Owner**."

### RECITALS

A. Owner is the fee title owner of certain real property in the County of Shasta, State of California, Assessor's Parcel Number 027-110-041 (hereinafter, the "**Owner's Property**") legally described in **Exhibit "A"** attached hereto and made a part hereof.

B. PG&E is the owner of that certain real property in the County of Shasta, State of California, Assessor's Parcel Number 027-020-014 (hereinafter, the "**PG&E Property**") legally described in **Exhibit "B"** attached hereto and made a part hereof.

C. Owner has constructed a shed, portion of a fence and a gate (the "**Structures**") on the **PG&E Property**. The portion of the PG&E Property upon which the Structures were constructed (the "**Encroachment Area**") is approximately shown on **Exhibit "C"** attached hereto and made a part hereof.

D. Owner has requested that PG&E grant permission for the Structures upon the PG&E Property. PG&E has determined that the Structures do not interfere with the present full use of the

PG&E Property by PG&E, and PG&E is therefore willing to agree to allow such Structures on the PG&E Property on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, all of which are expressly incorporated into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and PG&E hereby agree as follows:

1. Consent to Encroachment. In accordance with the provisions of this Agreement, PG&E hereby consents to the Structures on the PG&E Property as shown on **Exhibit "C"**. Owner shall also have permission for access to and from the Encroachment Area over the PG&E Property in order to obtain access to the Encroachment Area when necessary to fulfill Owner's obligations under this Agreement, in such areas as PG&E determines, in its sole and absolute discretion, will occasion the least practicable damage and inconvenience to PG&E, its facilities and operations.

2. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and Owner shall not commence any activity hereunder, unless and until the California Public Utilities Commission (the "CPUC") approves this Agreement by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC), and the terms and conditions of such CPUC approval are satisfactory to PG&E in its sole and absolute discretion. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC Advice Letter CWC, in like manner as though said provisions were set forth in full herein.

3. Termination; Restoration. PG&E may terminate Owner's rights under this Agreement, at any time and for any reason, upon ninety (90) days written notice to the Owner. Upon such termination, Owner, at Owner's sole cost and expense, shall remove all Structures that encroach upon the Encroachment Area and shall repair and restore the Encroachment Area as nearly as possible to the condition that existed prior to the construction of said Structures. Owner shall pay the entire cost of such removal and restoration, and PG&E shall have no liability for any costs caused by or related to any such termination. If Owner fails to remove all Structures that encroach onto the Encroachment Area or fails to repair or restore the Property within said ninety (90) day period, PG&E may perform such removal, repair or restoration as necessary and recover such costs and expenses therefore from Owner. Owner agrees to allow access to PG&E onto the Property for such purpose, and Owner shall pay all such costs and expenses within ten (10) days of receipt of an invoice therefore. Owner further acknowledges that PG&E's termination right shall not be affected by any improvements that Owner has made to the Encroachment Area, regardless of the nature or extent of those improvements. Owner understands and agrees that notwithstanding that Owner may have made a substantial investment in such improvements, Owner shall not be entitled to any compensation whatsoever for the termination of Owner's rights under this Agreement by PG&E.

(OWNER TO INITIAL HERE CWC)

4. Conservation Documents.

(a) PG&E and Owner hereby enter into this Agreement with reference to the following:







(1) PG&E is a party to that certain Settlement Agreement (the "**Settlement Agreement**") as modified and approved by CPUC in its Opinion and Order of December 18, 2003 (Decision 03-12-035).

(2) 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**").

(3) The Settlement Agreement and the Stipulation (collectively, the "**Governing Documents**") require PG&E to ensure that approximately 140,000 acres of watershed lands and approximately 655 acres of land located in the Carrizo Plains, all owned by PG&E (collectively, the "**Watershed Lands**"), including the Encroachment Area, 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 PG&E with respect to the Watershed Lands are set forth in detail in Appendix E of the Settlement Agreement and in Section 12 of the Stipulation, and are defined therein as the "**Land Conservation Commitment**."

(4) 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. In accordance with the Governing Documents, the Stewardship Council developed and adopted a land conservation plan (the "**LCP**") for protection of the Watershed Lands for the benefit of the citizens of California. The LCP includes, among other things, objectives to preserve and/or enhance the beneficial public values identified on each parcel of Watershed Lands.

(5) In addition to the LCP, the Stewardship Council is developing a disposition package for the Encroachment Area (the "**Disposition Package**") in order to carry out the objectives of the LCP with respect to the Encroachment Area.

(6) PG&E has agreed that, subject to (A) CPUC approval under California Public Utilities Code Section 851, (B) approval by the Federal Energy Regulatory Commission (the "**FERC**") for lands subject to its jurisdiction, and (C) certain other requirements provided in the Governing Documents, every parcel of the Watershed Lands, including the Encroachment Area, will be subject to a fee simple donation or donations and/or conservation easement or easements donated by PG&E to one or more public agencies or qualified non-profit conservation organizations.

(7) In furtherance of the foregoing, PG&E may convey fee title to the PG&E Property and the Encroachment Area to one or more public agencies or qualified non-profit conservation organizations (the "**Successor Owner**"). In any event, it is anticipated that PG&E (either in connection with the conveyance of fee title or in lieu of such conveyance) or Successor Owner will grant a conservation easement or easements (the "**Conservation Easement**") over part or all the PG&E Property and the Encroachment Area to one or more public agencies or qualified non-profit conservation organizations (the "**Easement Grantee**"). In connection with a

conveyance of fee title to Successor Owner, PG&E shall assign its right, title and interest under this Encroachment Agreement as to the Encroachment Area to Successor Owner, and Successor Owner shall assume PG&E's right, title and interest under this Encroachment Agreement as to the Encroachment Area. All references in this Encroachment Agreement to "**PG&E**" shall be deemed to include Successor Owner from and after the date Successor Owner becomes the owner of fee title to the Encroachment Area.

(8) Concurrently with the conveyance of the Conservation Easement (and the conveyance of fee title, if applicable), it is anticipated that the Easement Grantee and PG&E or Successor Owner will enter into a land management plan (as initially adopted, and as the same may be modified and replaced from time to time, the "**Land Management Plan**") to preserve and enhance the beneficial public values present at the Encroachment Area.

(b) Owner acknowledges and agrees that, except as expressly set forth above, neither PG&E nor its officers, directors, employees or agents makes or has made any representations or warranties of any kind, express or implied, written or oral, as to the Governing Documents, the Land Conservation Commitment, the LCP, the Disposition Package, the Conservation Easement, the Land Management Plan, and the conveyances and agreements that PG&E may enter into pursuant to the foregoing (collectively, the "**Conservation Documents**"), the activities to be carried out pursuant thereto, or the potential physical, economic or other impact thereof on Owner, the Encroachment Area, the rights and obligations of Owner under this Encroachment Agreement or otherwise.

(c) Without in any way limiting PG&E's rights under Section 3 above, PG&E may terminate this Encroachment Agreement under Section 3 above, at any time and for any reason. In addition, PG&E shall have the right to require modifications to the Structures to the extent necessary or desirable to preserve and enhance the beneficial public values present at the Encroachment Area in accordance with the Conservation Documents. Owner acknowledges that, such modifications may result in Owner being required to conduct, or refrain from conducting, certain activities currently performed by Owner on some or all of the Encroachment Area and such modifications may materially impact Owner economically and otherwise. In addition to the rights reserved under this Encroachment Agreement, PG&E and others permitted by the Conservation Documents shall have the right to temporarily or permanently construct on the Encroachment Area such new structures or other improvements as PG&E deems appropriate in PG&E's sole discretion to comply with the provisions of the Conservation Documents ("**LCP Facilities**"), and to reconstruct, maintain, operate and use the LCP Facilities. PG&E shall give Owner at least thirty (30) days' prior written notice of PG&E's election to modify Owner's use hereunder.

(d) If PG&E shall sell, convey or otherwise transfer fee title to the Encroachment Area, and assign its right, title and interest under this Encroachment Agreement as to the Encroachment Area or any portion thereof, to one or more transferees, including, without limitation, any transfer or transfers described in this Section 4, PG&E shall thereupon be released from any and all covenants, liabilities and obligations (express or implied) on the part of PG&E under this Encroachment Agreement, accruing from or after the date of such sale, conveyance or transfer, and Owner shall look solely to the transferee or transferees that assumed PG&E's right, title and interest under this Encroachment Agreement as to the Encroachment Area or any portion thereof. Unless otherwise terminated by PG&E, this Encroachment Agreement shall not be affected by such sales, conveyances



or transfers, except for such modifications set forth herein, and Owner agrees to attorn to the transferee or transferees, such attornment to be effective and self-operative without the execution of any further instrument by the parties to this Encroachment Agreement. Under no circumstances shall PG&E be liable for any act or omission whatsoever of any Easement Grantee with regard to the Conservation Easement, the Conservation Documents or otherwise, as more specifically set forth in this Section 4. Upon any sale, conveyance or transfer of the Encroachment Area by PG&E, or any portion thereof, PG&E shall have the absolute right to obtain easements and other retained rights for PG&E's benefit (the "**Reserved Easements**"), including, without limitation, easements and other rights of entry and use for the installation, replacement, use, operation, repair and maintenance of hydroelectric, water delivery and other existing or future facilities on the Encroachment Area or in connection with property in the vicinity of the Encroachment Area, for the investigation, remediation and mitigation of any hazardous materials and/or in connection with FERC requirements. Owner hereby agrees that this Encroachment Agreement shall be subject to, and subordinate to, the Reserved Easements. Owner agrees to take such reasonable actions, including but not limited to acknowledging, delivering or executing instruments and documents, as may be required to effectuate the purposes of this Section 4, and to further document the provisions of this Encroachment Agreement that will continue in effect between Owner and PG&E, as a third party beneficiary.

(e) This Section 4 shall be self-operative and no further instrument of subordination shall be required. However, Owner agrees to execute such documentation as may be reasonably requested by PG&E in order to carry out the terms of this Section 4.

(OWNER TO INITIAL HERE CWC)

5. Indemnification; Release.

(a) Indemnification. Owner shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries and affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "**Indemnitee**" and collectively, "**Indemnitees**") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "**Claims**"), which arise from or are in any way connected with the occupancy or use of the Encroachment Area by Owner or Owner's employees, contractors, agents, or invitees, or the exercise by Owner of its rights hereunder, or the performance of, or failure to perform, Owner's duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of PG&E; (2) injury to property or other interest of PG&E, Owner or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all legal requirements relating to human health or the environment, and including any liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnitee, any Claim arising from the sole, active negligence or willful misconduct of such Indemnitee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Owner is obligated to indemnify or provide a defense hereunder, Owner upon written notice from PG&E shall defend such action or proceeding at Owner's sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Release. Owner accepts all risk relating to its occupancy and use of the Encroachment Area. PG&E shall not be liable to Owner for, and Owner hereby waives, release, exonerate, discharge and covenant not to sue PG&E and the other Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to any occurrence on or about the Encroachment Area, the condition of Encroachment Area, the use or occupancy of the Encroachment Area by Owner, or PG&E's operation and maintenance of PG&E's facilities in the vicinity of the Encroachment Area, except in the case of any Indemnatee, any injury, damage, or loss arising from the sole, active negligence or willful misconduct of such Indemnatee.

6. Compliance with Laws. Owner shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, with the conditions of any permit, relating to Owner's use or occupancy of the Encroachment Area.

7. Alterations. Except for the Encroachments authorized pursuant to this Agreement, Owner shall not construct any additional buildings or structures on the Encroachment Area, nor shall Owner make any alteration, addition or improvement to the Encroachment Area that would increase the Encroachment Area, either horizontally or vertically.

8. Damage or Destruction. In the event that the Structures which encroach onto the Encroachment Area shall be destroyed or demolished, Owners shall not rebuild the Structures on any part of the Encroachment Area except pursuant to plans and specifications approved by PG&E.

9. Condition of Encroachment Area. Owner accepts the Encroachment Area in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Encroachment Area. Owner understands that numerous hazards, environmental or otherwise, may be located in, on, or underlying the Encroachment Area, and that hazardous materials may be used in connection with PG&E facilities that may be operated in the Encroachment Area, and agrees that entry onto the Encroachment Area is at Owner's sole risk and expense.

10. Attornment. If PG&E shall sell, convey or otherwise transfer fee title to the PG&E Property, PG&E's right, title and interest under this Encroachment Agreement as to the Encroachment Area or any portion thereof, shall transfer to one or more transferees. PG&E shall thereupon be released from any and all covenants, liabilities and obligations (express or implied) on the part of PG&E under this Agreement, accruing from or after the date of such sale, conveyance or transfer, and Owner shall look solely to the transferee or transferees that assumed PG&E's right, title and interest under this Encroachment Agreement as to the Encroachment Area or any portion thereof. Unless otherwise terminated by PG&E, this Agreement shall not be affected by such sales, conveyances or transfers, except for such modifications set forth herein, and Owner agrees to attorn to the transferee or transferees, such attornment to be effective and self-operative without the execution of any further instrument by the parties to this Agreement.

11. Maintenance. Owner shall be solely responsible for the maintenance of the Structures in good condition and repair, and Owner shall coordinate all activities regarding the maintenance of the Structures to reasonably minimize any interference with the use by PG&E of the Encroachment Area, and Owner shall conduct its activities in such a manner so as not to endanger the PG&E Property, the environment and human health and safety. Owner shall be solely responsible for remediation of any



hazardous materials release caused by Owner, and to clean and remove debris and/or promptly repair any damages to the Encroachment Area following any entry or activity by Owner, returning the Encroachment Area to a like or better condition.

12. Reserved Rights. PG&E reserves the right to use the Encroachment Area for such purposes as it may deem necessary or appropriate in its sole and absolute discretion if, and whenever, in the interest of its service to its patrons or consumers or the public, it shall appear necessary or desirable to do so. Furthermore, PG&E reserves the right to restrict access to the PG&E Property, including the Encroachment Area in an emergency involving the PG&E Property, if emergency repairs or maintenance are required to PG&E facilities in the vicinity of the Encroachment Area, or otherwise when PG&E deems it necessary to do so.

13. Insurance. Prior to the Effective Date of this Agreement, Owner shall procure, and thereafter Owner shall carry and maintain in effect at all times the following insurance: Worker's Compensation in compliance with applicable labor codes, acts, laws or statutes, state or federal, where Owner performs work and Employer's Liability insurance with limits not be less than \$1,000,000 for injury or death, each accident; Commercial General Liability for bodily injury and property damage with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate; Business Auto, code 1 "any auto" combined single limit no less than \$1,000,000 each accident. Owner is also responsible for causing its agents, contractors and subcontractors to comply with the insurance requirements of this Agreement at all relevant times.

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

If to PG&E:

Manager, Hydro Support  
PG&E Hydro Support  
111 Stony Circle  
Santa Rosa, CA 94501-9599

With a copy to:

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

If to Owners:

Charles Camp  
21701 Big Bend Road  
Montgomery Creek, CA 96065

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

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

17. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns (subject to the provisions of Section 18 below). No assignment or delegation by Owner, whether by operation of law or otherwise, shall relieve Owner of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of Owner hereunder shall run with the land.

18. Assignment. This Agreement and the rights of Owner hereunder are appurtenant to the Property presently owned by Owner and may not be separately assigned, transferred, conveyed or encumbered. Any purported assignment, transfer, conveyance or encumbrance violating the foregoing condition shall be void and of no effect.

19. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment.

20. Survival of Obligations. Owner's obligations under Sections 3, 4, and 5 of this Agreement, and all representations, warranties, indemnities or other provisions which by their nature survive termination shall survive the exercise of PG&E's termination rights pursuant to Section 3 of this Agreement.

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

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

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

24. Recording. Owner hereby consents and agrees to the recording by PG&E of this Agreement against the Property. Owner agrees to sign any additional documents reasonably required to complete such recording.

25. Exhibits. The following Exhibits are attached to this Agreement and incorporated by reference herein.

<u>Exhibit A:</u>	Legal Description of Owner's Property
<u>Exhibit B:</u>	Legal Description of PG&E Property
<u>Exhibit C:</u>	Map Depiction of Encroachment Area

**[Signature Page to Follow]**

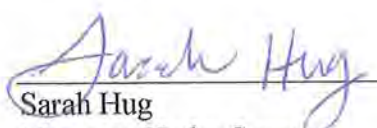
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.


"PG&E"

"Owner"

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

CHARLES WILLIAM CAMP

By:   
Sarah Hug  
Manager, Hydro Support  
Hydro Support

By:   
Charles Camp

Date: 3/31/2021

Date: 3/3/21

Administrative Information

Attach to LD#: 2435-01-10002

Area, Region or Location: 6

Land Service Office: Shasta

Operating Department: Hydro (24)

USGS location: 24.35.01.01.12

FERC License Number(s): N/A

PG&E Drawing Number(s): N/A

PLAT NO.: N/A

LD of any affected documents (if applicable): N/A

LD of any Cross-referenced documents (if applicable): N/A

TYPE OF INTEREST (use the number codes): 24, 69

SBE Parcel Number: 135-45-85A-6

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

Order # or PM #: 2025565

JCN: N/A

County: Shasta

Utility Notice Numbers: N/A

851 Approval Application No. \_\_\_\_\_ Resolution \_\_\_\_\_

Prepared By: DQMM

Checked By: S2P0

Revision Number: N/A

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 Shasta

On March 3, 2021, before me, Erin Lisa Covert Notary Public,  
personally appeared Charles Camp

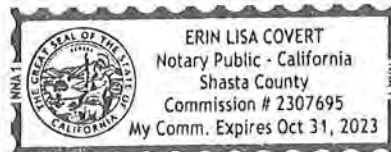
Insert name

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.

Erin Covert  
Signature of Notary Public



(Seal)

**CAPACITY CLAIMED BY SIGNER**

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



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

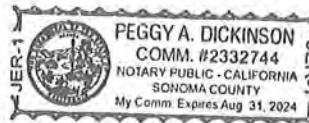
County of Sonoma

On March 31, 2021, before me, Peggy A. Dickinson Notary Public,  
Insert name  
personally appeared Sarah Hug

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.



(Seal)

**CAPACITY CLAIMED BY SIGNER**

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

**Exhibit "A"**

Legal Description of Owner's Property

The land described herein is situated in a census-designated place Montgomery Creek, in the state of California, County of Shasta, and is described as follows:

The parcels of land described in the deed from Candace Catherine Camp to Charles William Camp, dated June 22, 2012 and recorded as Document No. 2012-0020926.

A.P.N. 027-110-41

## **Exhibit "B"**

### **PG&E PROPERTY**

The land described herein is situated in a census-designated place Montgomery Creek, in the State of California, County of Shasta, and is described as follows:

All that certain parcel of land situate in Section 1, Section 2, Section 3, Section 4, and Section 12, Township 35, North, Range 1 West; Section 21, Section 22, Section 26, Section 27, Section 28, Section 33, Section 34, Section 35, and Section 36, Township 36 North, Range 1 West; Section 5, Township 35 North, Range 1 East; Section 31, Township 36 North, Range 1 East, Mount Diablo Base and Meridian, as recorded in Volume 14, page 220 of Official Records of the County of Shasta, State of California, particularly described therein as follows:

Lots 1 and 2 of the northwest one-quarter and the south one-half of the northwest one-quarter of Section 5, Township 35 North, Range 1 East, Mount Diablo Base and Meridian.

The South one-half of the southwest one-quarter, and the south one-half of the southeast one-quarter of Section 31, Township 36 North, Range 1 East, Mount Diablo Base and Meridian.

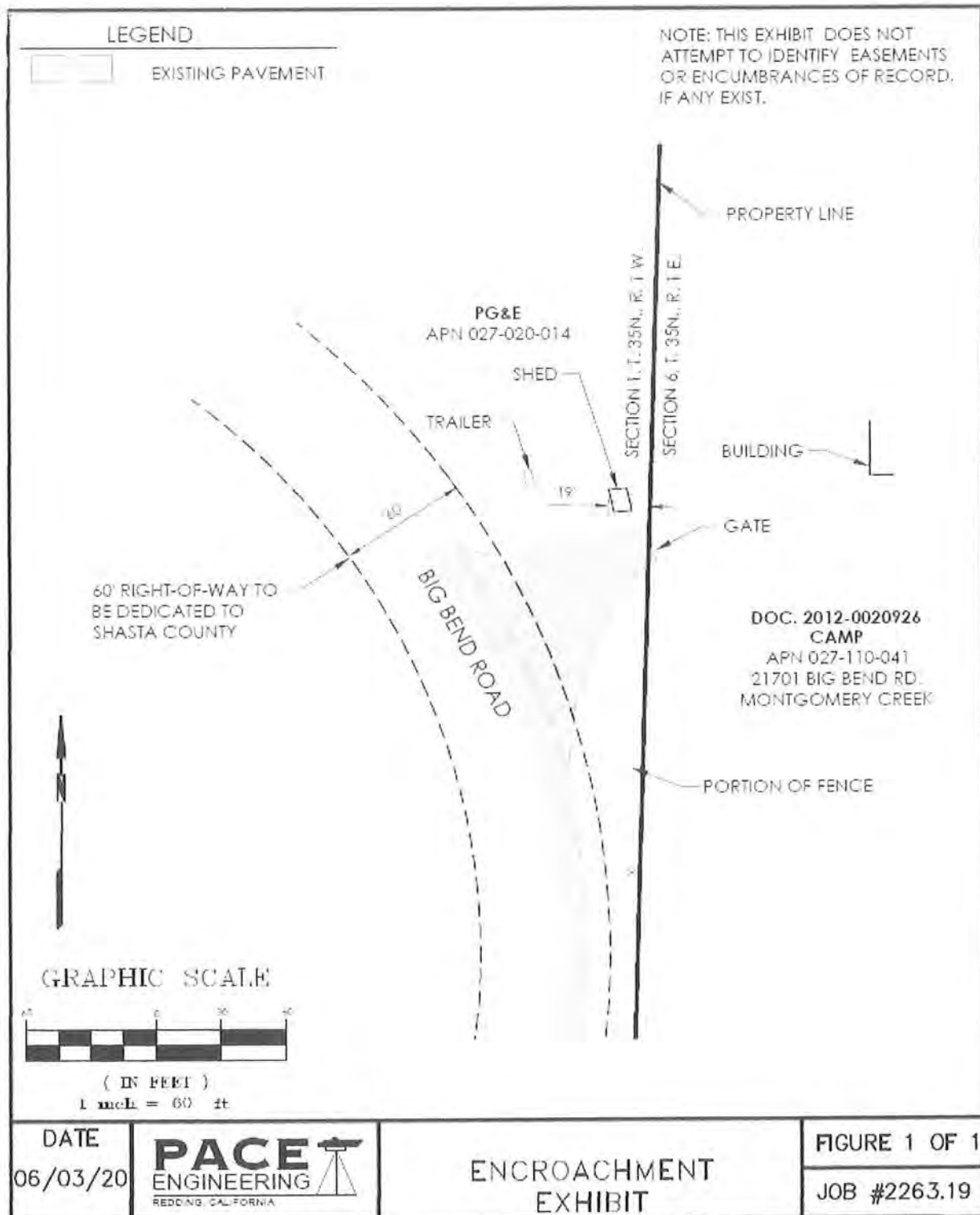
Lots 1, 2, 7, 8, 9, and 10, and the southwest one-quarter, and the northwest one-quarter of the southeast one-quarter of Section 1; lots 1, 2, 7, 8 and 9, the north one-half of the southeast one-quarter, the southeast one-quarter of the southeast one-quarter and the north one-half of the southwest one-quarter of the southeast one-quarter of Section 2; all of Section 3, and lots 7, 8, 9 and 10, and the southeast one-quarter of the southeast one-quarter of Section 4, and the west one-half of the northwest one-quarter of Section 12, all in Township 35 North, Range 1 West, Mount Diablo Base and Meridian.

The southeast one-quarter of Section 21; the north one-half of the southwest one-quarter; the southeast one-quarter of the southwest one-quarter; and the southwest one-quarter of the southeast one-quarter of Section 22; all of Section 26 (except the southeast one-quarter of the northeast one-quarter thereof), the northwest one-quarter, and south one-half, of Section 27, the east one-half, and the east one-half of the west one-half of Section 28; the east one-half of Section 33, and a right of way one hundred thirty feet wide extending along the north line of the northwest quarter from the east line of said northwest quarter to Pitt River in said Section thirty-three as granted in instrument recorded April 28, 1899, in Book 8 of railroad deeds, page 59; all of Section 34; all of Section 35, and the South one-half of Section 36, all in Township 36 North, Range 1 West, Mount Diablo Base and Meridian.



## Exhibit "C"

### Map Depiction of Encroachment Area



## **Attachment C**

### **Access Easements**

RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY  
Land Services Office  
2730 Gateway Oaks Drive, Suite 220  
Sacramento, CA 95833

Location: Shasta County

Recording Fee \$ \_\_\_\_\_

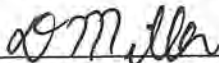
Document Transfer Tax \$ 2.20

☒ This is a conveyance where the consideration and  
Value is less than \$100.00 (R&T 11911).

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens  
& Encumbrances Remaining at Time of Sale

☐ Exempt from the fee per GC 27388.1 (a) (2); This  
document is subject to Documentary Transfer Tax



Signature of declarant or agent determining tax

L.D:

APN: 022-080-001

Access Easement – Cantrell Parcel

### ACCESS EASEMENT AGREEMENT

This Easement Agreement (“**Agreement**”) is made and entered into this 16<sup>th</sup> day of Feb., 2021, (the “**Effective Date**”) by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “**PG&E**”, and FREDERICK CANTRELL and JUDY M. CANTRELL husband and wife, as joint tenants, hereinafter called “**Grantees**.”

### RECITALS

A. PG&E owns certain real property within the County of Shasta, State of California, Assessor’s Parcel Number 022-080-001 and more particularly described as all that portion of that certain Parcel of land situate in the Northeast One-quarter of Section 6, Township 36 North, Range 1 East, Mount Diablo Base and Meridian, in the deed from J. H. Strutt and Etta H. Strutt to Mt. Shasta Power Corporation, recorded July 2, 1921 in Volume 144, Page 424 of Deeds of the County of Shasta, State of California, lying southerly and westerly of the county road known as Hagen Flat Road (hereinafter, the “**Property**”).

B. Grantees are the owner of certain real property (the “**Benefitted Property**”) within the County of Shasta, State of California, commonly known as 30823 Hagen Flat Road, Big Bend, CA 96011, Assessor’s Parcel Number 022-090-026 and more particularly described in the deed from A. G. Cantrell and Edna F. Cantrell to Grantees, dated March 4, 1970 and recorded in Book 1023 of Official Records at page 123, Shasta County Records.

C. Grantees propose to maintain ingress and egress to the Benefitted Property, and in connection therewith, Grantees have requested that PG&E grant an easement for access to the Benefitted Property over and across the Property by the route approximately shown upon **Exhibit A**, hereinafter referred to as the “**Easement Area**”.

D. PG&E is willing to grant such easement(s) on the terms and subject to the conditions set forth herein.

Now, therefore, PG&E and Grantees agree as follows:

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

(a) Ingress and Egress. A non-exclusive right of surface access, ingress and egress to and from the Benefitted Parcel, over and across the Easement Area.

2. Limitations on Use.

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

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

(c) Grantees shall not erect or construct any building or other structure, or drill or operate any well, within five (5) feet of any of PG&E’s electric or gas facilities.

3. Condition of Easement Area. Grantees accept the Easement Area in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Easement Area. Grantees acknowledge that one or more of the following (collectively, “**Potential Environmental Hazards**”) may be located in, on or underlying the Property and/or the Easement Area:

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

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

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

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

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

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

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

(6) which contains radon gas;

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

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



Grantees shall be solely responsible for the health and safety of, and shall take all necessary precautions to protect, its employees, contractors, consultants, agents and invitees ("**Grantees' Representatives**") from risks of harm from Potential Environmental Hazards. Grantees acknowledge that it has previously evaluated the condition of the Easement Area and all matters affecting the suitability of the Easement Area for the uses permitted by this Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

4. Conservation Documents.

(a) PG&E and Owner hereby enter into this Agreement with reference to the following:

(1) PG&E is a party to that certain Settlement Agreement (the "**Settlement Agreement**") as modified and approved by CPUC in its Opinion and Order of December 18, 2003 (Decision 03-12-035).

(2) 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**").

(3) The Settlement Agreement and the Stipulation (collectively, the "**Governing Documents**") require PG&E to ensure that approximately 140,000 acres of watershed lands and approximately 655 acres of land located in the Carrizo Plains, all owned by PG&E (collectively, the "**Watershed Lands**"), including the Easement Area, 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 PG&E with respect to the Watershed Lands are set forth in detail in Appendix E of the Settlement Agreement and in Section 12 of the Stipulation, and are defined therein as the "**Land Conservation Commitment.**"

(4) 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. In accordance with the Governing Documents, the Stewardship Council developed and adopted a land conservation plan (the "**LCP**") for protection of the Watershed Lands for the benefit of the citizens of California. The LCP includes, among other things, objectives to preserve and/or enhance the beneficial public values identified on each parcel of Watershed Lands.

(5) In addition to the LCP, the Stewardship Council is developing a disposition package for the Easement Area (the "**Disposition Package**") in order to carry out the objectives of the LCP with respect to the Easement Area.

(6) PG&E has agreed that, subject to (A) CPUC approval under California Public Utilities Code Section 851, (B) approval by the Federal Energy Regulatory Commission (the "**FERC**") for lands subject to its jurisdiction, and (C) certain other requirements provided in the

Governing Documents, every parcel of the Watershed Lands, including the Easement Area, will be subject to a fee simple donation or donations and/or conservation easement or easements donated by PG&E to one or more public agencies or qualified non-profit conservation organizations.

(7) In furtherance of the foregoing, PG&E may convey fee title to the PG&E Property and the Easement Area to one or more public agencies or qualified non-profit conservation organizations (the "**Successor Owner**"). In any event, it is anticipated that PG&E (either in connection with the conveyance of fee title or in lieu of such conveyance) or Successor Owner will grant a conservation easement or easements (the "**Conservation Easement**") over part or all the PG&E Property and the Easement Area to one or more public agencies or qualified non-profit conservation organizations (the "**Easement Grantees**"). In connection with a conveyance of fee title to Successor Owner, PG&E shall assign its right, title and interest under this Easement Agreement as to the Easement Area to Successor Owner, and Successor Owner shall assume PG&E's right, title and interest under this Easement Agreement as to the Easement Area. All references in this Easement Agreement to "**PG&E**" shall be deemed to include Successor Owner from and after the date Successor Owner becomes the owner of fee title to the Easement Area.

(8) Concurrently with the conveyance of the Conservation Easement (and the conveyance of fee title, if applicable), it is anticipated that the Easement Grantees and PG&E or Successor Owner will enter into a land management plan (as initially adopted, and as the same may be modified and replaced from time to time, the "**Land Management Plan**") to preserve and enhance the beneficial public values present at the Easement Area.

(b) Owner acknowledges and agrees that, except as expressly set forth above, neither PG&E nor its officers, directors, employees or agents makes or has made any representations or warranties of any kind, express or implied, written or oral, as to the Governing Documents, the Land Conservation Commitment, the LCP, the Disposition Package, the Conservation Easement, the Land Management Plan, and the conveyances and agreements that PG&E may enter into pursuant to the foregoing (collectively, the "**Conservation Documents**"), the activities to be carried out pursuant thereto, or the potential physical, economic or other impact thereof on Owner, the Easement Area, the rights and obligations of Owner under this Easement Agreement or otherwise.

(c) Without in any way limiting PG&E's rights under Section 3 above, PG&E may terminate this Easement Agreement under Section 3 above, at any time and for any reason. In addition, PG&E shall have the right to require modifications to the Structures to the extent necessary or desirable to preserve and enhance the beneficial public values present at the Easement Area in accordance with the Conservation Documents. Owner acknowledges that, such modifications may result in Owner being required to conduct, or refrain from conducting, certain activities currently performed by Owner on some or all of the Easement Area and such modifications may materially impact Owner economically and otherwise. In addition to the rights reserved under this Easement Agreement, PG&E and others permitted by the Conservation Documents shall have the right to temporarily or permanently construct on the Easement Area such new structures or other improvements as PG&E deems appropriate in PG&E's sole discretion to comply with the provisions of the Conservation Documents ("**LCP Facilities**"), and to reconstruct, maintain, operate and use the LCP Facilities. PG&E shall give Owner at least thirty (30) days' prior written notice of PG&E's election to modify Owner's use hereunder.

(d) If PG&E shall sell, convey or otherwise transfer fee title to the Easement Area, and assign its right, title and interest under this Easement Agreement as to the Easement Area or any portion thereof, to one or more transferees, including, without limitation, any transfer or transfers described in this Section 4, PG&E shall thereupon be released from any and all covenants, liabilities and obligations (express or implied) on the part of PG&E under this Easement Agreement, accruing from or after the date of such sale, conveyance or transfer, and Owner shall look solely to the transferee or transferees that assumed PG&E's right, title and interest under this Easement Agreement as to the Easement Area or any portion thereof. Unless otherwise terminated by PG&E, this Easement Agreement shall not be affected by such sales, conveyances or transfers, except for such modifications set forth herein, and Owner agrees to attorn to the transferee or transferees, such attornment to be effective and self-operative without the execution of any further instrument by the parties to this Easement Agreement. Under no circumstances shall PG&E be liable for any act or omission whatsoever of any Easement Grantees with regard to the Conservation Easement, the Conservation Documents or otherwise, as more specifically set forth in this Section 4. Upon any sale, conveyance or transfer of the Easement Area by PG&E, or any portion thereof, PG&E shall have the absolute right to obtain easements and other retained rights for PG&E's benefit (the "**Reserved Easements**"), including, without limitation, easements and other rights of entry and use for the installation, replacement, use, operation, repair and maintenance of hydroelectric, water delivery and other existing or future facilities on the Easement Area or in connection with property in the vicinity of the Easement Area, for the investigation, remediation and mitigation of any hazardous materials and/or in connection with FERC requirements. Owner hereby agrees that this Easement Agreement shall be subject to, and subordinate to, the Reserved Easements. Owner agrees to take such reasonable actions, including but not limited to acknowledging, delivering or executing instruments and documents, as may be required to effectuate the purposes of this Section 4, and to further document the provisions of this Easement Agreement that will continue in effect between Owner and PG&E, as a third party beneficiary.

(e) This Section 4 shall be self-operative and no further instrument of subordination shall be required. However, Owner agrees to execute such documentation as may be reasonably requested by PG&E in order to carry out the terms of this Section 4.

(OWNER TO INITIAL HERE J.C. FE)

5. Grantee's Covenants. Grantees hereby covenants and agrees:

(e) Construction of Improvements. Grantees agree to construct and install, at no cost to PG&E, such facilities and improvements ("**Improvements**") as may be necessary and appropriate for Grantee's permitted use, as specified in Section 1. All such construction shall be performed in accordance with detailed plans and specifications ("**Plans**") previously approved by PG&E and shall comply with all Legal Requirements. Before commencing construction of any Improvements, Grantees shall obtain all permits, authorizations or other approvals, at Grantee's sole cost and expense as may be necessary for such construction. Without limiting the generality of the foregoing, Grantees shall be responsible for complying with any and all applicable requirements of the National Environmental Policy Act ("**NEPA**") and the California Environmental Quality Act ("**CEQA**") and satisfying, at Grantee's sole expense, any and all mitigation measures under CEQA that may apply to Grantee's proposed occupancy and use of the



Easement Area, and to the construction, maintenance and use of Grantee's proposed Improvements and facilities. Grantees shall promptly notify PG&E of any and all proposed mitigation measures that may affect PG&E or the Property. If PG&E determines in good faith that any such mitigation measures may adversely affect PG&E or the Property, or impose limitations on PG&E's ability to use the Property as specified in Section 9, then PG&E shall have the right, without liability to Grantees, to give notice of termination of this Agreement to Grantees, whereupon this Agreement and the rights granted to Grantees shall terminate and revert in PG&E, unless within ten (10) days following delivery of such notice, Grantees give notice to PG&E by which Grantees agree to modify its proposed Project (as that term is defined under CEQA) so as to eliminate the necessity for such mitigation measures. In the event of such termination, PG&E and Grantees shall each be released from all obligations under this Agreement, except those which expressly survive termination. Grantees acknowledge and agree that PG&E's review of Grantee's Plans is solely for the purpose of protecting PG&E's interests, and shall not be deemed to create any liability of any kind on the part of PG&E, or to constitute a representation on the part of PG&E or any person consulted by PG&E in connection with such review that the Plans or the Improvements contemplated by such Plans are adequate or appropriate for any purpose, or comply with applicable Legal Requirements. Grantees shall not commence construction or installation of any Improvements without the prior written consent of PG&E, which consent shall not be unreasonably withheld, conditioned or delayed, and the prior consent, to the extent required by applicable law or regulation, of the California Public Utilities Commission (hereinafter, "CPUC");

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

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

(h) Non-Interference. Grantees agree not to interfere in any way or permit any interference with the use of the Property by PG&E and other entitled persons. Interference shall include, but not be limited to, any activity by Grantees that places any of PG&E's gas or electric facilities in violation of any of the provisions of General Order Nos. 95 (Overhead Electric), 112

(Gas), and 128 (Underground Electric) of the CPUC or to any other Legal Requirements under which the operations of utility facilities are controlled or regulated. Grantees shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety; which minimum clearances are incorporated herein by reference; but in no event closer than ten (10) feet to any energized electric conductors or appliances. Grantees shall not drill, bore, or excavate within thirty (30) feet of any of PG&E's underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits. Grantees shall provide notice to Underground Service Alert at 1-800-227-2600 at least two (2) business days prior to commencing any drilling, boring or excavating permitted hereunder to assist Grantees with locating any and all underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits;

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

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

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

(l) Coordination. Grantees agree to coordinate all activities regarding the easements granted herein to reasonably minimize any interference and inconvenience with the use by PG&E of the Easement Area and PG&E's adjoining lands.

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

## 6. Indemnification; Release.

(n) Grantees shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries and affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "**Indemnitee**" and collectively, "**Indemnitees**") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "**Claims**"), including Claims arising from the passive or active negligence of the Indemnitees, which arise from or are in any way connected with the occupancy or use of the Easement Area by Grantees or Grantee's Representatives, or the exercise by Grantees of their rights hereunder, or the performance of, or failure to perform, Grantee's duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of PG&E or Grantees (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Property); (2) injury to property or other interest of PG&E, Grantees or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to human health or the environment, and including any liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnitee, to the extent of any Claim arising from the sole negligence or willful misconduct of such Indemnitee. Without limiting the generality of the foregoing, Grantees shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any work of improvement constructed or installed at or on, labor performed on, or materials delivered to, or incorporated in any improvements constructed on, the Easement Area by, or at the request or for the benefit of, Grantees. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Grantees are obligated to indemnify or provide a defense hereunder, Grantees upon written notice from PG&E shall defend such action or proceeding at Grantee's sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

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

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

(q) Grantees shall, to the maximum extent permitted by law, indemnify,



protect, defend and hold Indemnitees harmless against claims, losses, costs (including, but not limited to, attorneys' fees and costs), liabilities and damages resulting from the failure of Grantee, or any of its contractors or subcontractors. If Grantees fail to so indemnify, protect, defend or hold harmless any Indemnitee, then at PG&E's option, this Agreement shall terminate, and the estate and interest herein granted to Grantees shall revert to and revest in PG&E, if such failure continues for five (5) days following the giving of written notice of termination to Grantees, unless within such time such failure is cured to the reasonable satisfaction of PG&E.

(r) The provisions of this Section 6 shall survive the termination of this Agreement.

7. Additional Facilities. Grantees shall not install any additional facilities or improvements in, on, under or over the Easement Area without the prior written consent of PG&E, which consent may be granted or withheld in PG&E's sole and absolute discretion, and the prior consent, to the extent required by applicable law or regulation, of the CPUC. Grantees shall submit plans for installation of any proposed additional facilities within the Easement Area to PG&E for its written approval at the address specified in Section 15.

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

9. Reserved Rights. Subject to the provisions of Section 11 below, PG&E reserves the right to use the Easement Area for any and all purposes which will not unreasonably interfere with Grantee's facilities. Without limiting the generality of the foregoing:

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

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

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

(v) This grant is made subject to all applicable provisions of General Order No. 95 (Overhead Electric), General Order 112 (Gas) and General Order No. 128 (Underground

Electric) of the CPUC, in like manner as though said provisions were set forth herein.

10. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and Grantees shall not commence construction or other activities hereunder, unless and until PG&E notifies Grantees in writing of receipt of final, unconditional, and unappealable approval by the CPUC and that the terms and conditions of such CPUC approval are satisfactory to PG&E in its sole and absolute discretion. Grantees further acknowledge and agrees that PG&E makes no representation or warranty regarding the prospects for CPUC approval, and Grantees hereby waive all Claims against PG&E which may arise out of the need for such CPUC approval or the failure of the CPUC to grant such approval. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC ( ☒ Disposition Letter ☐ Advice Letter ☐ Decision \_\_\_\_\_ ), in like manner as though said provisions were set forth in full herein.

11. Relocation. Subject to the provisions of this Section 11, the rights granted to Grantees herein shall forever be subordinate to PG&E's right to replace, reconstruct, relocate, operate and maintain PG&E's existing and/or future facilities. If PG&E's use of its reserved rights described above necessitates the relocation of any of Grantee's facilities, Grantees shall, at their own cost and expense, relocate such facilities to an alternate location mutually agreed upon between PG&E and Grantees, provided Grantees are given at least twenty (20) days prior written notice of such required relocation. Any such relocation of Grantee's facilities shall be coordinated and scheduled between PG&E and Grantees so as to minimize, to the extent practicable, any interference with Grantee's use and operation of its facilities resulting from such relocation. If no alternate location is available on the Property, this Agreement shall terminate.

12. Compliance. PG&E shall have a right to access and inspect the Easement Area at any time to confirm Grantee's compliance with Legal Requirements and the provisions of this Agreement.

13. Insurance. Owner shall procure and maintain in effect at all times, insurance to cover liabilities of Owner in connection to this Agreement, including the indemnity obligations of Owner as set forth in Section 6. Owner shall furnish a Certificate of Insurance to PG&E prior to the commencement of services under this Agreement evidencing its compliance with this insurance requirement. Owner further agrees and understands that Owner is responsible for causing its agents, consultants, contractors and subcontractors (where utilized) to comply with the following minimum insurance requirements when work is being performed on PG&E Property:

(w) Commercial General Liability insurance covering bodily injury and property damage with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate.

(x) Business Auto Liability insurance covering "any auto" [equivalent to ISO Symbol "1"] with combined single limits of not less than \$1,000,000 each accident.

(y) Worker's Compensation in compliance with applicable labor codes, acts, laws or statutes, state or federal (where applicable); Employer's Liability insurance with limits not less than \$1,000,000 for injury or death, each accident

14. Mechanics' Liens. Grantees shall keep the Property free and clear of all

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

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

If by registered or certified mail, return receipt requested:

Manager, Hydro Support  
PG&E Hydro Support  
111 Stony Circle  
Santa Rosa, CA 94501-9599

With a copy to:

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

If by personal delivery or overnight courier:

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

If to Grantees:

Judy and Frederick Cantrell  
P.O. Box 126  
Big Bend, CA 96011

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

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

18. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns (subject to the provisions of Section 19). No assignment or delegation by Grantees, whether by operation of law or otherwise, shall relieve Grantees of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of PG&E hereunder shall run with the land.

19. Assignment. This Agreement and the rights of Grantees hereunder are appurtenant to the Benefitted Property, and may not be separately assigned, transferred, conveyed or encumbered. Any purported assignment, transfer, conveyance or encumbrance violating the foregoing condition shall be void and of no effect.

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

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

22. No Offsets. Grantees acknowledge that PG&E is executing this Agreement in its capacity as the owner of the Easement Area, and not in its capacity as a public utility company or provider of electricity and natural gas. Notwithstanding anything to the contrary contained herein, no



act or omission of Pacific Gas and Electric Company or its employees, agents or contractors as a provider of electricity and natural gas shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of PG&E and Grantees under this Agreement. Further, Grantees covenant not to raise as a defense to its obligations under this Agreement, or assert as a counterclaim or cross-claim in any litigation or arbitration between PG&E and Grantees relating to this Agreement, any claim, loss, damage, cause of action, liability, cost or expense (including, but not limited to, attorneys' fees) arising from or in connection with Pacific Gas and Electric Company's provision of (or failure to provide) electricity and natural gas.

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

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

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

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

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

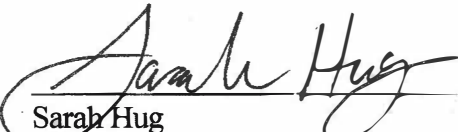
28. Other Documents. Each party agrees to sign any additional documents or permit applications which may be reasonably required to effectuate the purpose of this Agreement. Provided, however, that PG&E will not be required to take any action or execute any document that would result in any cost, expense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



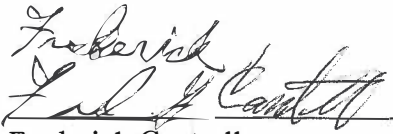
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation


FREDERICK CANTRELL and JUDY  
CANTRELL

By:   
Sarah Hug  
Manager, Hydro Support

Date: 2/16/22

By:   
Frederick Cantrell

Date: 1-26-22

By:   
Judy Cantrell

Date: 1-26-22

Exhibit A attached

Area 6  
Redding Land Service Office  
Hydro Operating Department  
21.36.01.06.12  
FERC License Number(s) N/A  
PG&E Drawing Number(s) N/A  
PLAT NO. N/A  
LD: to be filled in  
LD of any Cross-referenced documents (if applicable)  
TYPE OF INTEREST 11  
SBE Parcel Number: 135-45-84B-4  
(For Quitclaims, % being quitclaimed)  
Order # 2025565  
JCN: N/A  
County: Shasta  
Utility Notice Numbers (if applicable): N/A  
851 Approval Application No.: TBD  
Prepared By: DQMM  
Checked By: R9M1  
Approved By: SMTK

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 Shasta

On January 26, 2022 before me, Erin Lisa Covert Notary Public,  
personally appeared Judy Cantrell  
Insert name

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.

Erin Covert  
Signature of Notary Public



(Seal)

**CAPACITY CLAIMED BY SIGNER**

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

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 Shasta

On January 26, 2022, before me, Erin Lisa Covert Notary Public,  
personally appeared Frederick Cantrell

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.

Erin Covert

Signature of Notary Public



(Seal)

**CAPACITY CLAIMED BY SIGNER**

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

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 Sonoma )

On 2/16/2022, before me, Gretchen Hill, NOTARY PUBLIC,  
Here insert name and title of the officer  
personally appeared Sarah Troub Hug

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.

Gretchen Hill, Notary Public

Signature of Notary Public

(Seal)

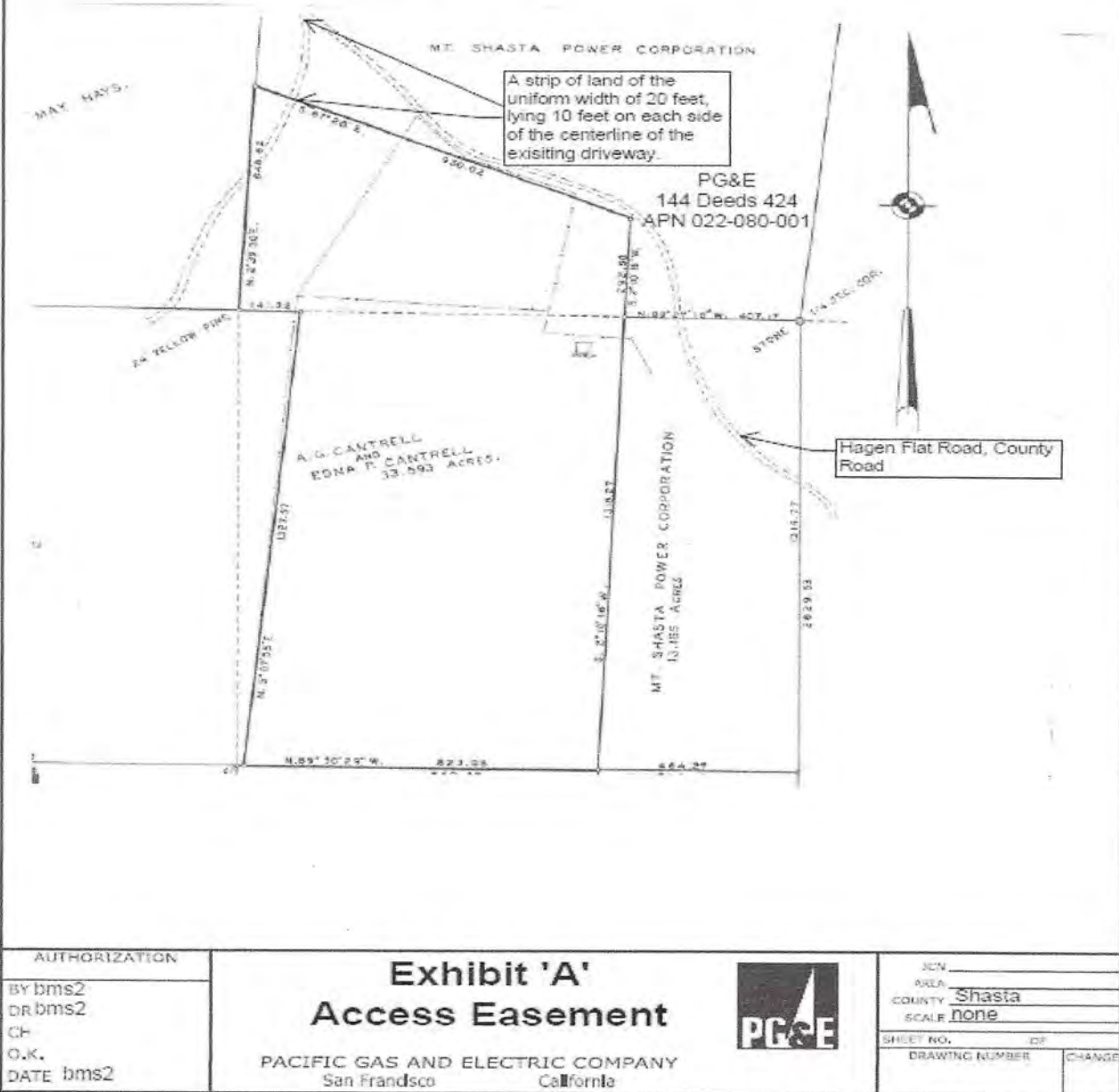
**CAPACITY CLAIMED BY SIGNER**

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



## Exhibit A

T. 36 N., R. 1 E., M.D.M.  
Portion of NE/4 Section 6





RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY  
Land Services Office  
2730 Gateway Oaks Drive, Suite 220  
Sacramento, CA 95833

Location: Shasta County

Recording Fee \$ \_\_\_\_\_

Document Transfer Tax \$ \_\_\_\_\_

- ☒ This is a conveyance where the consideration and  
Value is less than \$100.00 (R&T 11911).  
☐ Computed on Full Value of Property Conveyed, or  
☐ Computed on Full Value Less Liens  
& Encumbrances Remaining at Time of Sale  
☐ Exempt from the fee per GC 27388.1 (a) (2); This  
document is subject to Documentary Transfer Tax

\_\_\_\_\_  
Signature of declarant or agent determining tax

LD: 2137-01-10004

APN: 022-330-006

Access Easement – McKinney Parcel

### ACCESS EASEMENT AGREEMENT

This Easement Agreement ("**Agreement**") is made and entered into this 31<sup>st</sup> day of March, 2011 (the "**Effective Date**") by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and DONALD MCKINNEY II and SANDRA MCKINNEY husband and wife as joint tenants, hereinafter called "**Grantees**."

### RECITALS

A. PG&E owns certain real property within the County of Shasta, State of California, Assessor's Parcel Number 022-330-006 and more particularly described in **Exhibit C**, attached hereto and made a part hereof (hereinafter, the "**Property**").

B. Grantees are the owner of certain real property (the "**Benefitted Property**") within the County of Shasta, State of California, commonly known as 30855 Nelson Creek Road, Big Bend, CA 96011, APN: 022-330-001 and more particularly described in the deed from Donald McKinney II, Successor Trustee to Donald McKinney II and Sandra McKinney, husband and wife dated August 2, 2011 and recorded as Document No. 2011-0023392, Shasta County Records. Grantees propose to maintain ingress and egress to the Benefitted Property, and in connection therewith, Grantees have requested that PG&E grant an easement for access to the Benefitted Property over and across the Property by the route described in **Exhibit A** and shown upon **Exhibit B**, hereinafter referred to as the "**Easement Area**".

C. PG&E is willing to grant such easement(s) on the terms and subject to the conditions set forth herein.

Now, therefore, PG&E and Grantees agree as follows:

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

(a) Ingress and Egress. A non-exclusive right of surface access, ingress and egress to and from the Benefitted Parcel, over and across the Easement Area.

2. Limitations on Use.

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

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

(c) Grantees shall not erect or construct any building or other structure, or drill or operate any well, within five (5) feet of any of PG&E's electric or gas facilities.

3. Condition of Easement Area. Grantees accept the Easement Area in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Easement Area. Grantees acknowledge that one or more of the following (collectively, "**Potential Environmental Hazards**") may be located in, on or underlying the Property and/or the Easement Area:

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

(b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term "**Hazardous Substances**" means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements (as hereinafter defined) relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges,

releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:

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

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

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

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

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

(6) which contains radon gas;

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

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

Grantees shall be solely responsible for the health and safety of, and shall take all necessary precautions to protect, its employees, contractors, consultants, agents and invitees (“**Grantees’ Representatives**”) from risks of harm from Potential Environmental Hazards. Grantees acknowledge that it has previously evaluated the condition of the Easement Area and all matters



affecting the suitability of the Easement Area for the uses permitted by this Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

4. Conservation Documents.

(a) PG&E and Owner hereby enter into this Agreement with reference to the following:

(1) PG&E is a party to that certain Settlement Agreement (the "**Settlement Agreement**") as modified and approved by CPUC in its Opinion and Order of December 18, 2003 (Decision 03-12-035).

(2) 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**").

(3) The Settlement Agreement and the Stipulation (collectively, the "**Governing Documents**") require PG&E to ensure that approximately 140,000 acres of watershed lands and approximately 655 acres of land located in the Carrizo Plains, all owned by PG&E (collectively, the "**Watershed Lands**"), including the Easement Area, 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 PG&E with respect to the Watershed Lands are set forth in detail in Appendix E of the Settlement Agreement and in Section 12 of the Stipulation, and are defined therein as the "**Land Conservation Commitment**."

(4) 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. In accordance with the Governing Documents, the Stewardship Council developed and adopted a land conservation plan (the "**LCP**") for protection of the Watershed Lands for the benefit of the citizens of California. The LCP includes, among other things, objectives to preserve and/or enhance the beneficial public values identified on each parcel of Watershed Lands.

(5) In addition to the LCP, the Stewardship Council is developing a disposition package for the Easement Area (the "**Disposition Package**") in order to carry out the objectives of the LCP with respect to the Easement Area.

(6) PG&E has agreed that, subject to (A) CPUC approval under California Public Utilities Code Section 851, (B) approval by the Federal Energy Regulatory Commission (the "**FERC**") for lands subject to its jurisdiction, and (C) certain other requirements provided in the Governing Documents, every parcel of the Watershed Lands, including the Easement Area, will be subject to a fee simple donation or donations and/or conservation easement or easements donated by PG&E to one or more public agencies or qualified non-profit conservation organizations.

(7) In furtherance of the foregoing, PG&E may convey fee title to the PG&E Property and the Easement Area to one or more public agencies or qualified non-profit conservation organizations (the "**Successor Owner**"). In any event, it is anticipated that PG&E (either in connection with the conveyance of fee title or in lieu of such conveyance) or Successor Owner will grant a conservation

easement or easements (the "**Conservation Easement**") over part or all the PG&E Property and the Easement Area to one or more public agencies or qualified non-profit conservation organizations (the "**Easement Grantees**"). In connection with a conveyance of fee title to Successor Owner, PG&E shall assign its right, title and interest under this Easement Agreement as to the Easement Area to Successor Owner, and Successor Owner shall assume PG&E's right, title and interest under this Easement Agreement as to the Easement Area. All references in this Easement Agreement to "**PG&E**" shall be deemed to include Successor Owner from and after the date Successor Owner becomes the owner of fee title to the Easement Area.

(8) Concurrently with the conveyance of the Conservation Easement (and the conveyance of fee title, if applicable), it is anticipated that the Easement Grantees and PG&E or Successor Owner will enter into a land management plan (as initially adopted, and as the same may be modified and replaced from time to time, the "**Land Management Plan**") to preserve and enhance the beneficial public values present at the Easement Area.

(b) Owner acknowledges and agrees that, except as expressly set forth above, neither PG&E nor its officers, directors, employees or agents makes or has made any representations or warranties of any kind, express or implied, written or oral, as to the Governing Documents, the Land Conservation Commitment, the LCP, the Disposition Package, the Conservation Easement, the Land Management Plan, and the conveyances and agreements that PG&E may enter into pursuant to the foregoing (collectively, the "**Conservation Documents**"), the activities to be carried out pursuant thereto, or the potential physical, economic or other impact thereof on Owner, the Easement Area, the rights and obligations of Owner under this Easement Agreement or otherwise.

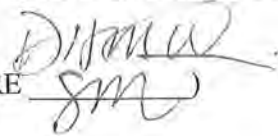
(c) Without in any way limiting PG&E's rights under Section 3 above, PG&E may terminate this Easement Agreement under Section 3 above, at any time and for any reason. In addition, PG&E shall have the right to require modifications to the Structures to the extent necessary or desirable to preserve and enhance the beneficial public values present at the Easement Area in accordance with the Conservation Documents. Owner acknowledges that, such modifications may result in Owner being required to conduct, or refrain from conducting, certain activities currently performed by Owner on some or all of the Easement Area and such modifications may materially impact Owner economically and otherwise. In addition to the rights reserved under this Easement Agreement, PG&E and others permitted by the Conservation Documents shall have the right to temporarily or permanently construct on the Easement Area such new structures or other improvements as PG&E deems appropriate in PG&E's sole discretion to comply with the provisions of the Conservation Documents ("**LCP Facilities**"), and to reconstruct, maintain, operate and use the LCP Facilities. PG&E shall give Owner at least thirty (30) days' prior written notice of PG&E's election to modify Owner's use hereunder.

(d) If PG&E shall sell, convey or otherwise transfer fee title to the Easement Area, and assign its right, title and interest under this Easement Agreement as to the Easement Area or any portion thereof, to one or more transferees, including, without limitation, any transfer or transfers described in this Section 4, PG&E shall thereupon be released from any and all covenants, liabilities and obligations (express or implied) on the part of PG&E under this Easement Agreement, accruing from or after the date of such sale, conveyance or transfer, and Owner shall look solely to the transferee or transferees that assumed PG&E's right, title and interest under this Easement Agreement as to the Easement Area or any portion thereof. Unless otherwise terminated by PG&E, this Easement Agreement shall not be affected by such sales, conveyances or transfers, except for such modifications set forth herein, and Owner agrees to attorn to the transferee or transferees, such attornment to be effective and self-operative without the execution of any further instrument by the parties to this Easement Agreement. Under no circumstances shall PG&E be liable for any act or omission whatsoever of any Easement Grantees with regard to the Conservation Easement, the Conservation Documents or otherwise, as more specifically set forth in this Section 4. Upon any sale, conveyance or transfer of the Easement Area by PG&E, or any portion thereof, PG&E shall have the absolute right to obtain

easements and other retained rights for PG&E's benefit (the "**Reserved Easements**"), including, without limitation, easements and other rights of entry and use for the installation, replacement, use, operation, repair and maintenance of hydroelectric, water delivery and other existing or future facilities on the Easement Area or in connection with property in the vicinity of the Easement Area, for the investigation, remediation and mitigation of any hazardous materials and/or in connection with FERC requirements. Owner hereby agrees that this Easement Agreement shall be subject to, and subordinate to, the Reserved Easements. Owner agrees to take such reasonable actions, including but not limited to acknowledging, delivering or executing instruments and documents, as may be required to effectuate the purposes of this Section 4, and to further document the provisions of this Easement Agreement that will continue in effect between Owner and PG&E, as a third party beneficiary.

(e) This Section 4 shall be self-operative and no further instrument of subordination shall be required. However, Owner agrees to execute such documentation as may be reasonably requested by PG&E in order to carry out the terms of this Section 4.

(OWNER TO INITIAL HERE



5. Grantee's Covenants. Grantees hereby covenants and agrees:

(e) Construction of Improvements. Grantees agree to construct and install, at no cost to PG&E, such facilities and improvements ("**Improvements**") as may be necessary and appropriate for Grantee's permitted use, as specified in Section 1. All such construction shall be performed in accordance with detailed plans and specifications ("**Plans**") previously approved by PG&E and shall comply with all Legal Requirements. Before commencing construction of any Improvements, Grantees shall obtain all permits, authorizations or other approvals, at Grantee's sole cost and expense as may be necessary for such construction. Without limiting the generality of the foregoing, Grantees shall be responsible for complying with any and all applicable requirements of the National Environmental Policy Act ("**NEPA**") and the California Environmental Quality Act ("**CEQA**") and satisfying, at Grantee's sole expense, any and all mitigation measures under CEQA that may apply to Grantee's proposed occupancy and use of the Easement Area, and to the construction, maintenance and use of Grantee's proposed Improvements and facilities. Grantees shall promptly notify PG&E of any and all proposed mitigation measures that may affect PG&E or the Property. If PG&E determines in good faith that any such mitigation measures may adversely affect PG&E or the Property, or impose limitations on PG&E's ability to use the Property as specified in Section 9, then PG&E shall have the right, without liability to Grantees, to give notice of termination of this Agreement to Grantees, whereupon this Agreement and the rights granted to Grantees shall terminate and revert in PG&E, unless within ten (10) days following delivery of such notice, Grantees give notice to PG&E by which Grantees agree to modify its proposed Project (as that term is defined under CEQA) so as to eliminate the necessity for such mitigation measures. In the event of such termination, PG&E and Grantees shall each be released from all obligations under this Agreement, except those which expressly survive termination. Grantees acknowledge and agree that PG&E's review of Grantee's Plans is solely for the purpose of protecting PG&E's interests, and shall not be deemed to create any liability of any kind on the part of PG&E, or to constitute a representation on the part of PG&E or any person consulted by PG&E in connection with such review that the Plans or the Improvements contemplated by such Plans are adequate or appropriate for any purpose, or comply with applicable Legal Requirements. Grantees shall not commence construction or installation of any Improvements without the prior written consent of PG&E, which consent shall not be



unreasonably withheld, conditioned or delayed, and the prior consent, to the extent required by applicable law or regulation, of the California Public Utilities Commission (hereinafter, "CPUC");

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

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

(h) Non-Interference. Grantees agree not to interfere in any way or permit any interference with the use of the Property by PG&E and other entitled persons. Interference shall include, but not be limited to, any activity by Grantees that places any of PG&E's gas or electric facilities in violation of any of the provisions of General Order Nos. 95 (Overhead Electric), 112 (Gas), and 128 (Underground Electric) of the CPUC or to any other Legal Requirements under which the operations of utility facilities are controlled or regulated. Grantees shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety; which minimum clearances are incorporated herein by reference; but in no event closer than ten (10) feet to any energized electric conductors or appliances. Grantees shall not drill, bore, or excavate within thirty (30) feet of any of PG&E's underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits. Grantees shall provide notice to Underground Service Alert at 1-800-227-2600 at least two (2) business days prior to commencing any drilling, boring or excavating permitted hereunder to assist Grantees with locating any and all underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits;

(i) Avoiding Dangerous Activities. Grantees agree to conduct its activities and operations within and on the Easement Area in such a manner so as not to endanger the Property, PG&E's utility facilities, the environment and human health and safety. Grantees shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon, produced, stored, used, discharged or disposed of on, or in the vicinity of the Property, except in compliance with all

applicable Legal Requirements. Grantees shall be responsible for the cost of remediating any discharge or release of Hazardous Substances resulting from or arising in connection with Grantee's use of the Property and shall immediately notify PG&E and the appropriate regulatory authorities where required by law, of any such release. If PG&E determines that Grantee's activities in any way endanger the Property, PG&E's utility facilities, the environment, or human health and safety, PG&E may, in PG&E's sole and absolute discretion, require that Grantees halt such activities until appropriate protective measures are taken to PG&E's satisfaction. Grantees shall hold PG&E harmless from any claims resulting from any delay under this paragraph. PG&E's right to halt activities under this paragraph shall not in any way affect or alter Grantee's insurance or indemnity obligations under this Agreement, nor shall it relieve Grantees from any of its obligations hereunder that pertain to health, safety, or the protection of the environment;

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

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

(l) Coordination. Grantees agree to coordinate all activities regarding the easements granted herein to reasonably minimize any interference and inconvenience with the use by PG&E of the Easement Area and PG&E's adjoining lands.

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

6. Indemnification: Release.

(n) Grantees shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries and affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "**Indemnitee**" and collectively, "**Indemnitees**") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "**Claims**"), including Claims arising from the passive or active negligence of the Indemnitees, which arise from or are in any way connected with the occupancy or use of the Easement Area by Grantees or Grantee's Representatives, or the exercise by Grantees of their rights hereunder, or the performance of, or failure to perform, Grantee's duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of PG&E or Grantees (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Property); (2) injury to property or other interest of PG&E, Grantees or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to human health or the environment, and including any

liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnitee, to the extent of any Claim arising from the sole negligence or willful misconduct of such Indemnitee. Without limiting the generality of the foregoing, Grantees shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any work of improvement constructed or installed at or on, labor performed on, or materials delivered to, or incorporated in any improvements constructed on, the Easement Area by, or at the request or for the benefit of, Grantees. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Grantees are obligated to indemnify or provide a defense hereunder, Grantees upon written notice from PG&E shall defend such action or proceeding at Grantee's sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

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

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

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

(r) The provisions of this Section 6 shall survive the termination of this Agreement.

7. Additional Facilities. Grantees shall not install any additional facilities or improvements in, on, under or over the Easement Area without the prior written consent of PG&E, which consent may be granted or withheld in PG&E's sole and absolute discretion, and the prior consent, to the extent required by applicable law or regulation, of the CPUC. Grantees shall submit plans for installation of any proposed additional facilities within the Easement Area to PG&E for its written approval at the address specified in Section 15.



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

9. Reserved Rights. Subject to the provisions of Section 11 below, PG&E reserves the right to use the Easement Area for any and all purposes which will not unreasonably interfere with Grantee's facilities. Without limiting the generality of the foregoing:

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

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

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

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

10. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and Grantees shall not commence construction or other activities hereunder, unless and until PG&E notifies Grantees in writing of receipt of final, unconditional, and unappealable approval by the CPUC and that the terms and conditions of such CPUC approval are satisfactory to PG&E in its sole and absolute discretion. Grantees further acknowledge and agrees that PG&E makes no representation or warranty regarding the prospects for CPUC approval, and Grantees hereby waive all Claims against PG&E which may arise out of the need for such CPUC approval or the failure of the CPUC to grant such approval. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC ( ☐ Disposition Letter ☐ Advice Letter ☐ Decision \_\_\_\_\_ ), in like manner as though said provisions were set forth in full herein.

11. Relocation. Subject to the provisions of this Section 11, the rights granted to Grantees herein shall forever be subordinate to PG&E's right to replace, reconstruct, relocate, operate and maintain PG&E's existing and/or future facilities. If PG&E's use of its reserved rights described above necessitates the relocation of any of Grantee's facilities, Grantees shall, at their own cost and expense, relocate such facilities to an alternate location mutually agreed upon between PG&E and Grantees, provided Grantees are given at least twenty (20) days prior written notice of such required relocation. Any such relocation of Grantee's facilities shall be coordinated and scheduled between PG&E and Grantees so as to minimize, to the extent practicable, any interference with Grantee's use and operation of its facilities resulting from such relocation. If no alternate location is available on the Property, this Agreement shall terminate.
12. Compliance. PG&E shall have a right to access and inspect the Easement Area at any time to confirm Grantee's compliance with Legal Requirements and the provisions of this Agreement.
13. Insurance. Owner shall procure and maintain in effect at all times, insurance to cover liabilities of Owner in connection to this Agreement, including the indemnity obligations of Owner as set forth in Section 6. Owner shall furnish a Certificate of Insurance to PG&E prior to the commencement of services under this Agreement evidencing its compliance with this insurance requirement. Owner further agrees and understands that Owner is responsible for causing its agents, consultants, contractors and subcontractors (where utilized) to comply with the following minimum insurance requirements when work is being performed on PG&E Property:

(w) Commercial General Liability insurance covering bodily injury and property damage with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate.

(x) Business Auto Liability insurance covering "any auto" [equivalent to ISO Symbol "1"] with combined single limits of not less than \$1,000,000 each accident.

(y) Worker's Compensation in compliance with applicable labor codes, acts, laws or statutes, state or federal (where applicable); Employer's Liability insurance with limits not less than \$1,000,000 for injury or death, each accident

14. Mechanics' Liens. Grantees shall keep the Property free and clear of all mechanics', material suppliers' or similar liens, or claims thereof, arising or alleged to arise in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by Grantees or at its request or for its benefit. If any mechanics' liens are placed on the Property in connection with the activities or facilities set forth in this Agreement, Grantees shall promptly cause such liens to be released and removed from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 3143 or any successor statute.
15. Notice. Any notices or communications hereunder shall be in writing and shall be personally delivered or sent by first class mail, certified or registered, postage prepaid, or sent by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at its address or addresses listed below, or to



such other address or addresses for a party as such party may from time to time designate by notice given to the other party. Notices shall be deemed received upon actual receipt by the party being sent the notice, or on the following business day if sent by overnight courier, or on the expiration of three (3) business days after the date of mailing.

If by registered or certified mail, return receipt requested:

Manager, Hydro Support  
PG&E Hydro Support  
111 Stony Circle  
Santa Rosa, CA 94501-9599

With a copy to:

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

If by personal delivery or overnight courier:

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

If to Grantees:

Donald and Sandra McKinney  
30855 Nelson Creek Road  
Big Bend, CA 96011

16. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.
17. Entire Agreement. This Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended except by a written agreement executed by both parties.

18. Binding Effect. This Agreement and the covenants and agreements contained herein

shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns (subject to the provisions of Section 19). No assignment or delegation by Grantees, whether by operation of law or otherwise, shall relieve Grantees of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of PG&E hereunder shall run with the land.

19. Assignment. This Agreement and the rights of Grantees hereunder are appurtenant to the Benefitted Property, and may not be separately assigned, transferred, conveyed or encumbered. Any purported assignment, transfer, conveyance or encumbrance violating the foregoing condition shall be void and of no effect.
20. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. Attorneys' fees shall include, without limitation, fees incurred in discovery, contempt proceedings and bankruptcy litigation, and in any appellate proceeding. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. The covenant in the preceding sentence is separate and several and shall survive the merger of this provision into any judgment on this Agreement. For purposes hereof, the reasonable fees of PG&E's in-house attorneys who perform services in connection with any such action shall be recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by PG&E's Law Department.
21. No Waiver. No waiver with respect to any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. No waiver of any provision of this Agreement by a party shall be construed as a waiver of any subsequent breach or failure of the same term or condition, or as a waiver of any other provision of this Agreement.
22. No Offsets. Grantees acknowledge that PG&E is executing this Agreement in its capacity as the owner of the Easement Area, and not in its capacity as a public utility company or provider of electricity and natural gas. Notwithstanding anything to the contrary contained herein, no act or omission of Pacific Gas and Electric Company or its employees, agents or contractors as a provider of electricity and natural gas shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of PG&E and Grantees under this Agreement. Further, Grantees covenant not to raise as a defense to its obligations under this Agreement, or assert as a counterclaim or cross-claim in any litigation or arbitration between PG&E and Grantees relating to


this Agreement, any claim, loss, damage, cause of action, liability, cost or expense (including, but not limited to, attorneys' fees) arising from or in connection with Pacific Gas and Electric Company's provision of (or failure to provide) electricity and natural gas.

23. No Third Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and their respective successors and permitted assigns, and, except as expressly provided herein, does not confer any rights or remedies on any other person or entity.
24. Captions. The captions in this Agreement are for reference only and shall in no way define or interpret any provision hereof.
25. Time. Except as otherwise expressly provided herein, the parties agree that as to any obligation or action to be performed hereunder, time is of the essence.
26. Severability. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this Agreement can be determined and effectuated.
27. Counterparts. This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.
28. Other Documents. Each party agrees to sign any additional documents or permit applications which may be reasonably required to effectuate the purpose of this Agreement. Provided, however, that PG&E will not be required to take any action or execute any document that would result in any cost, expense or liability to PG&E.

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

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

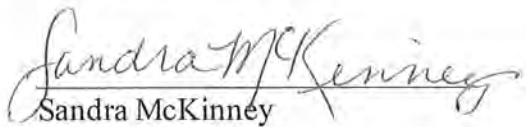
DONALD MCKINNEY II and  
SANDRA MCKINNEY

By:   
Sarah Hug  
Manager, Hydro Support

Date: March 31, 2021

By:   
Donald McKinney II

Date: 12/5/2020

By:   
Sandra McKinney

Date: 12/5/2020

Exhibits A, B and C attached

Area 6  
Redding Land Service Office  
Hydro Operating Department  
21.37.01.31.34  
FERC License Number(s) N/A  
PG&E Drawing Number(s) N/A  
PLAT NO. N/A  
LD: ~~400000000~~ 2137-01-10004  
LD of any Cross-referenced documents (if applicable)  
TYPE OF INTEREST 11  
SBE Parcel Number: 135-45-84B-4  
(For Quitclaims, % being quitclaimed)  
Order# 2025565  
JCN: N/A  
County: Shasta  
Utility Notice Numbers (if applicable): N/A  
851 Approval Application No.: TBD  
Prepared By: DQMM  
Checked By: R9M1  
Approved By: SMTK

EASEMENT LEGAL DESCRIPTION  
FROM: PG&E  
TO: MCKINNEY

JUNE 26, 2020  
2263.19

### EXHIBIT A

THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 31, TOWNSHIP 37, RANGE 1 EAST, M.D.M. IN THE COUNTY OF SHASTA, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS DESCRIBED IN VOLUME 137 OF DEEDS AT PAGE 99, SHASTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 31 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 9 OF LAND SURVEYS, AT PAGE 18, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS NORTH 89°25'41" EAST (*SHOWN AS NORTH 89°21'12" EAST ON SAID MAP*); THENCE NORTH 74°35'33" EAST, A DISTANCE OF 970.20 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF NELSON CREEK ROAD, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE NORTH 17°19'41" EAST, A DISTANCE OF 83.39 FEET TO A POINT IN THE SOUTHERLY LINE OF THE NORTH ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 31, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

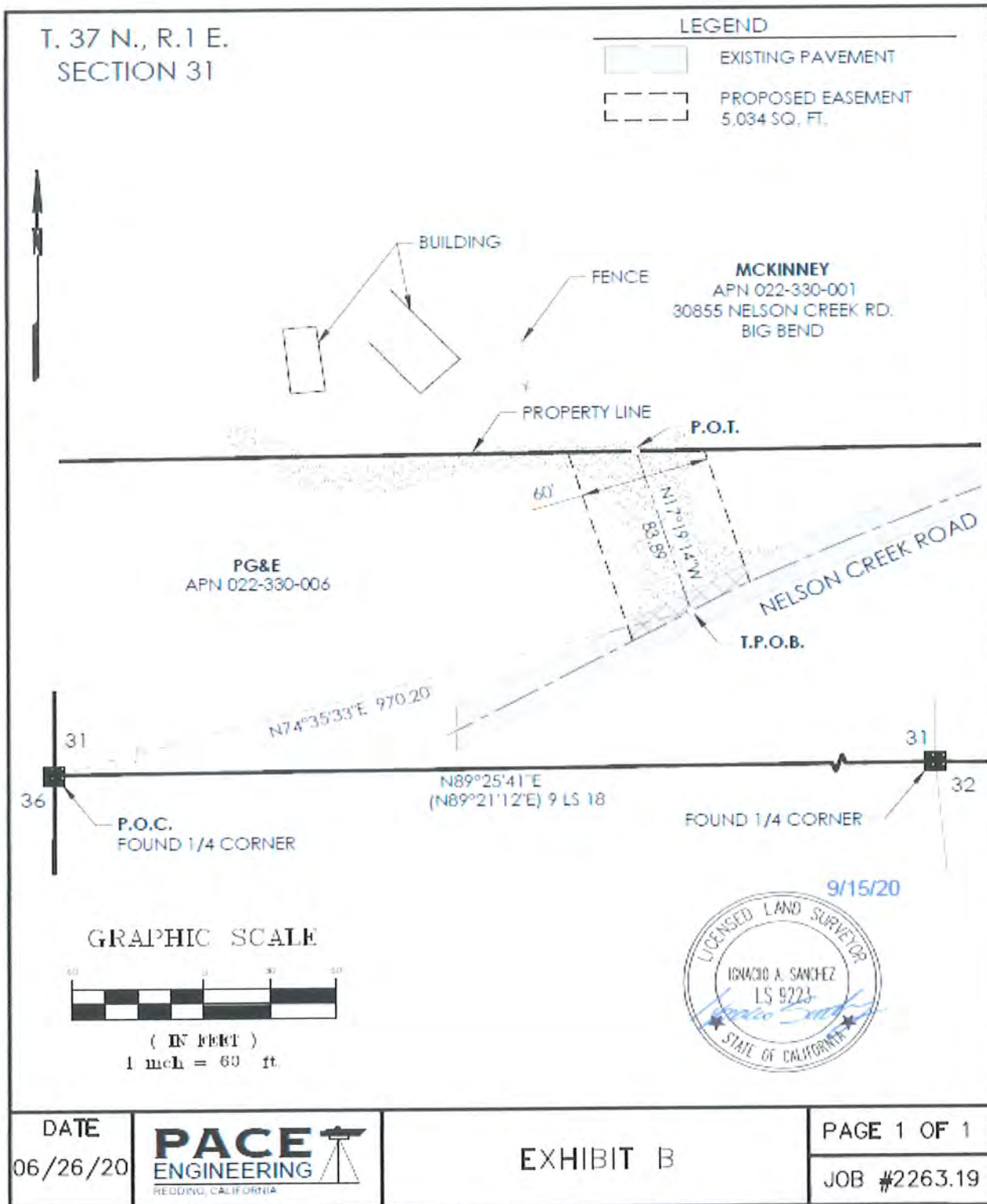
**EXHIBIT B** ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.





# EXHIBIT B

## EASEMENT AREA



## **EXHIBIT C**

### **PG&E PROPERTY**

All that certain parcel of land situate in Section 31, Township 37 North, Range 1 East, Mount Diablo Base and Meridian, as recorded in Volume 137, Page 99 of Deeds of the County of Shasta, State of California, particularly described therein as follows:

The southwest one-quarter of southeast one-quarter; the southwest one-quarter of the northeast one-quarter; the southwest one-quarter of the northwest one-quarter and the east half of the southwest one-quarter, Section 31, Township 37 North, Range 1 East, Mount Diablo Base and Meridian.

Excepting therefrom:

All those lands described in the deed from Pacific Gas and Electric Company a California corporation to the United States of America, as recorded in Book 2457, Page 358 of Official Records of the County of Shasta.

All those lands as described in the deed from Pacific Gas and Electric Company a California corporation to Indian Springs School District of Shasta County, as recorded in Book 439, Page 301 of Official Records of the County of Shasta.

All those lands described in the deed from Mt. Shasta Power Corporation to George Grider and Annie L. Grider, his wife, as recorded in Book 146, Page 316 of Deed Records of the County of Shasta.

All those lands described in the deed from Mt. Shasta Power Corporation to George Grider and Annie L. Grider, his wife, as recorded in Book 157, Page 325 of Deed Records of the County of Shasta.

All those lands as described in the deed from Pacific Gas and Electric Company a California corporation to Indian Springs School District of Shasta County, as recorded in Book 2850, Page 574 of Official Records of the County of Shasta.

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 Shasta )

On 12/05/2020, before me, Pamela J. Dahl, Notary Public,  
Here insert name and title of the officer

personally appeared Donald McKinney II and Sandra McKinney,

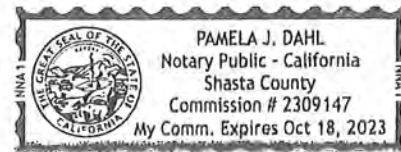
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Pamela J. Dahl

Signature of Notary Public



(Seal)

**CAPACITY CLAIMED BY SIGNER**

☒ Individual(s) signing for oneself/themselves

☐ Corporate Officer(s) of the above named corporation(s)

☐ Trustee(s) of the above named Trust(s)

☐ Partner(s) of the above named Partnership(s)

☐ Attorney(s)-in-Fact of the above named Principal(s)

☐ Other \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Sonoma )

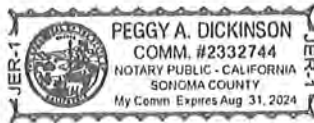
On March 31, 2021 before me, Peggy A. Dickinson Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Sarah Hug  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Peggy A. Dickinson  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Access Easement Agreement

Document Date: \_\_\_\_\_ Number of Pages: 15

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY  
Land Services Office  
2730 Gateway Oaks Drive, Suite 220  
Sacramento, CA 95833

Location: Shasta County

Recording Fee \$ \_\_\_\_\_

Document Transfer Tax \$ \_\_\_\_\_

- ☒ [ X ] This is a conveyance where the consideration and  
Value is less than \$100.00 (R&T 11911).  
☐ [ ] Computed on Full Value of Property Conveyed, or  
☐ [ ] Computed on Full Value Less Liens  
& Encumbrances Remaining at Time of Sale  
☐ [ ] Exempt from the fee per GC 27388.1 (a) (2); This  
document is subject to Documentary Transfer Tax

\_\_\_\_\_  
Signature of declarant or agent determining tax

LD: 2435-01-10003

APN: 027-020-014

Access Easement – Camp Parcel

### ACCESS EASEMENT AGREEMENT

This Easement Agreement (“**Agreement**”) is made and entered into this 3<sup>rd</sup> day of December 2009 (the “**Effective Date**”) by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “**PG&E**”, and CHARLES WILLIAM CAMP, a married man as his sole and separate property, hereinafter called “**Grantee**.”

### RECITALS

A. PG&E owns certain real property within the County of Shasta, State of California, Assessor’s Parcel Number 027-020-014 and more particularly described in **Exhibit C**, attached hereto and made a part hereof (hereinafter, the “**Property**”).

B. Grantee is the owner of certain real property (the “**Benefitted Property**”) within the County of Shasta, State of California, commonly known as 21701 Big Bend Road, CA 96065, APN: 027-110-041 and more particularly described in the deed from Charleen Carol Carroll and Thomas P. Carroll to Charles William Camp dated June 21, 2012 and recorded as Document No. 2012-0020925, Shasta County Records. Grantee proposes to maintain ingress and egress to the Benefitted Property, and in connection therewith, Grantee has requested that PG&E grant an easement for access to the Benefitted Property over and across the Property by the route described in **Exhibit A** and shown upon **Exhibit B**, hereinafter referred to as the “**Easement Area**”.

C. PG&E is willing to grant such easement(s) on the terms and subject to the conditions set forth herein.

Now, therefore, PG&E and Grantee agree as follows:

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

(a) Ingress and Egress. A non-exclusive right of surface access, ingress and egress to and from the Benefitted Parcel, over and across the Easement Area.

2. Limitations on Use.

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

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

(c) Grantee shall not erect or construct any building or other structure, or drill or operate any well, within five (5) feet of any of PG&E's electric or gas facilities.

3. Condition of Easement Area. Grantee accepts the Easement Area in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Easement Area. Grantee acknowledges that one or more of the following (collectively, "**Potential Environmental Hazards**") may be located in, on or underlying the Property and/or the Easement Area:

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

(b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term "**Hazardous Substances**" means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements (as hereinafter defined) relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges,



releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:

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

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

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

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

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

(6) which contains radon gas;

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

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

Grantee shall be solely responsible for the health and safety of, and shall take all necessary precautions to protect, its employees, contractors, consultants, agents and invitees ("**Grantee's Representatives**") from risks of harm from Potential Environmental Hazards. Grantee acknowledges that it has previously evaluated the condition of the Easement Area and all matters

affecting the suitability of the Easement Area for the uses permitted by this Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

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

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

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

become effective, insofar as they relate to the use or occupancy of the Easement Area by Grantee. Grantee shall furnish satisfactory evidence of such compliance upon request by PG&E. The judgment of any court of competent jurisdiction, or the admission of Grantee in any action or proceeding against Grantee, whether or not PG&E is a party in such action or proceeding, that Grantee has violated any Legal Requirement relating to the use or occupancy of the Easement Area, shall be conclusive of that fact as between PG&E and Grantee.

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

(d) Non-Interference. Grantee agrees not to interfere in any way or permit any interference with the use of the Property by PG&E and other entitled persons. Interference shall include, but not be limited to, any activity by Grantee that places any of PG&E's gas or electric facilities in violation of any of the provisions of General Order Nos. 95 (Overhead Electric), 112 (Gas), and 128 (Underground Electric) of the CPUC or to any other Legal Requirements under which the operations of utility facilities are controlled or regulated. Grantee shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety; which minimum clearances are incorporated herein by reference; but in no event closer than ten (10) feet to any energized electric conductors or appliances. Grantee shall not drill, bore, or excavate within thirty (30) feet of any of PG&E's underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits. Grantee shall provide notice to Underground Service Alert at 1-800-227-2600 at least two (2) business days prior to commencing any drilling, boring or excavating permitted hereunder to assist Grantee with locating any and all underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits;

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



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

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

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

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

5. Indemnification; Release.

(a) Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries and affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "**Indemnitee**" and collectively, "**Indemnitees**") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "**Claims**"), including Claims arising from the passive or active negligence of the Indemnitees, which arise from or are in any way connected with the occupancy or use of the Easement Area by Grantee or Grantee's Representatives, or the exercise by Grantee of its rights hereunder, or the performance of, or failure to perform, Grantee's duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of PG&E or Grantee (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Property); (2) injury to property or other interest of PG&E, Grantee or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to human health or the environment, and including any liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnitee, to the extent of any Claim arising from the sole negligence or willful misconduct of such Indemnitee. Without limiting the generality of the foregoing, Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any work of improvement constructed or installed at or on, labor performed on, or materials delivered to, or incorporated in any improvements constructed on, the Easement Area by, or at the request or for the benefit of, Grantee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Grantee is obligated to indemnify or provide a defense hereunder, Grantee upon written notice from PG&E shall defend such action or proceeding at Grantee's sole expense by

counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

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

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

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

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

6. Additional Facilities. Grantee shall not install any additional facilities or improvements in, on, under or over the Easement Area without the prior written consent of PG&E, which consent may be granted or withheld in PG&E's sole and absolute discretion, and the prior consent, to the extent required by applicable law or regulation, of the CPUC. Grantee shall submit plans for installation of any proposed additional facilities within the Easement Area to PG&E for its written approval at the address specified in Section 13.

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



quitclaim deed or such other documents or instruments, in a form reasonably acceptable to PG&E, as may be reasonably necessary to eliminate this Agreement as an encumbrance on the title to the Easement Area or any larger parcel of property containing the Easement Area.

8. Reserved Rights. Subject to the provisions of Section 10 below, PG&E reserves the right to use the Easement Area for any and all purposes which will not unreasonably interfere with Grantee's facilities. Without limiting the generality of the foregoing:

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

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

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

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

9. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and Grantee shall not commence construction or other activities hereunder, unless and until PG&E notifies Grantee in writing of receipt of final, unconditional, and unappealable approval by the CPUC and that the terms and conditions of such CPUC approval are satisfactory to PG&E in its sole and absolute discretion. Grantee further acknowledges and agrees that PG&E makes no representation or warranty regarding the prospects for CPUC approval, and Grantee hereby waives all Claims against PG&E which may arise out of the need for such CPUC approval or the failure of the CPUC to grant such approval. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC ( ☐ Disposition Letter ☐ Advice Letter ☐ Decision \_\_\_\_ ), in like manner as though said provisions were set forth in full herein.

10. Relocation. Subject to the provisions of this Section 10, the rights granted to Grantee herein shall forever be subordinate to PG&E's right to replace, reconstruct, relocate, operate and maintain PG&E's existing and/or future facilities. If PG&E's use of its reserved rights described above necessitates the relocation of any of Grantee's facilities, Grantee shall, at its own cost and expense, relocate such facilities to an alternate location mutually agreed upon between PG&E and Grantee, provided Grantee is given at least twenty (20) days prior written notice of such required relocation. Any such relocation of Grantee's facilities shall be coordinated and scheduled between PG&E and Grantee so as to minimize, to the extent practicable, any interference with

Grantee's use and operation of its facilities resulting from such relocation. If no alternate location is available on the Property, this Agreement shall terminate.

11. Compliance. PG&E shall have a right to access and inspect the Easement Area at any time to confirm Grantee's compliance with Legal Requirements and the provisions of this Agreement.

12. Insurance. Owner shall procure and maintain in effect at all times, insurance to cover liabilities of Owner in connection to this Agreement, including the indemnity obligations of Owner as set forth in Section 5. Owner shall furnish a Certificate of Insurance to PG&E prior to the commencement of services under this Agreement evidencing its compliance with this insurance requirement. Owner further agrees and understands that Owner is responsible for causing its agents, consultants, contractors and subcontractors (where utilized) to comply with the following minimum insurance requirements when work is being performed on PG&E Property:

(a) Commercial General Liability insurance covering bodily injury and property damage with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate.

(b) Business Auto Liability insurance covering "any auto" [equivalent to ISO Symbol "1"] with combined single limits of not less than \$1,000,000 each accident.

(c) Worker's Compensation in compliance with applicable labor codes, acts, laws or statutes, state or federal (where applicable); Employer's Liability insurance with limits not less than \$1,000,000 for injury or death, each accident

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

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

If by registered or certified mail, return receipt requested:

Manager, Hydro Support  
PG&E Hydro Support  
111 Stony Circle  
Santa Rosa, CA 94501-9599

With a copy to:

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

If by personal delivery or overnight courier:

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

If to Grantee:

Charles Camp  
21701 Big Bend Road  
Montgomery Creek, CA 96065

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

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

17. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns (subject to the provisions of Section 18). No assignment or delegation by Grantee, whether by operation of law or otherwise, shall relieve Grantee of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of PG&E hereunder shall run with the land.

18. Assignment. This Agreement and the rights of Grantee hereunder are appurtenant to the Benefitted Property, and may not be separately assigned, transferred, conveyed or encumbered. Any purported assignment, transfer, conveyance or encumbrance violating the foregoing condition shall be void and of no effect.

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

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

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

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

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

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

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

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

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

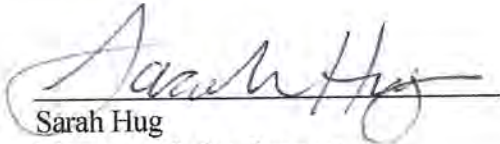
27. Other Documents. Each party agrees to sign any additional documents or permit applications which may be reasonably required to effectuate the purpose of this Agreement. Provided, however, that PG&E will not be required to take any action or execute any document that would result in any cost, expense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



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

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

CHARLES WILLIAM CAMP

By:   
Sarah Hug  
Manager, Hydro Support

By:   
Charles Camp

Date: 12/3/2021

Date: 11/19/21

Exhibits A, B and C attached

Area 6  
Redding Land Service Office  
Hydro Operating Department  
24.35.01.01.12  
FERC License Number(s) N/A  
PG&E Drawing Number(s) N/A  
PLAT NO. N/A  
LD: 2435-01-10003  
LD of any Cross-referenced documents (if applicable)  
TYPE OF INTEREST 11  
SBE Parcel Number: 135-45-85A-6  
(For Quitclaims, % being quitclaimed)  
Order # 2025565  
JCN: N/A  
County: Shasta  
Utility Notice Numbers (if applicable): N/A  
851 Approval Application No.: **TBD**  
Prepared By: DQMM  
Checked By: R9M1  
Approved By: SMTK

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, \_\_\_\_\_ Notary Public,  
personally appeared \_\_\_\_\_

Insert name

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 of Notary Public

(Seal)

**CAPACITY CLAIMED BY SIGNER**

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

**See Attachment  
for Notary Seal**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Shasta )

On 11/22/2021 before me, S. Blalock notary public,

Date

Here Insert Name and Title of the Officer

personally appeared Charles Camp

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

### Description of Attached Document

Title or Type of Document:

Access Easement Agreement

Document Date:

11/22/21

Number of Pages: 16

Signer(s) Other Than Named Above:

### Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing:



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 Sonoma

On 2/3/2021, before me, Gretchen Hill Notary Public Notary Public,  
Insert name

personally appeared Sarah Troup Hug

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.

Gretchen Hill Notary Public  
Signature of Notary Public



(Seal)

**CAPACITY CLAIMED BY SIGNER**

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

EASEMENT LEGAL DESCRIPTION  
FROM: PG&E  
TO: CAMP

JUNE 26, 2020  
2263.19

### EXHIBIT A

THOSE CERTAIN STRIPS OF LAND, SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 35, RANGE 1 WEST, M.D.M. IN THE COUNTY OF SHASTA, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS DESCRIBED IN THE DEED RECORDED IN VOLUME 14 OF OFFICIAL RECORDS AT PAGE 220, SHASTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

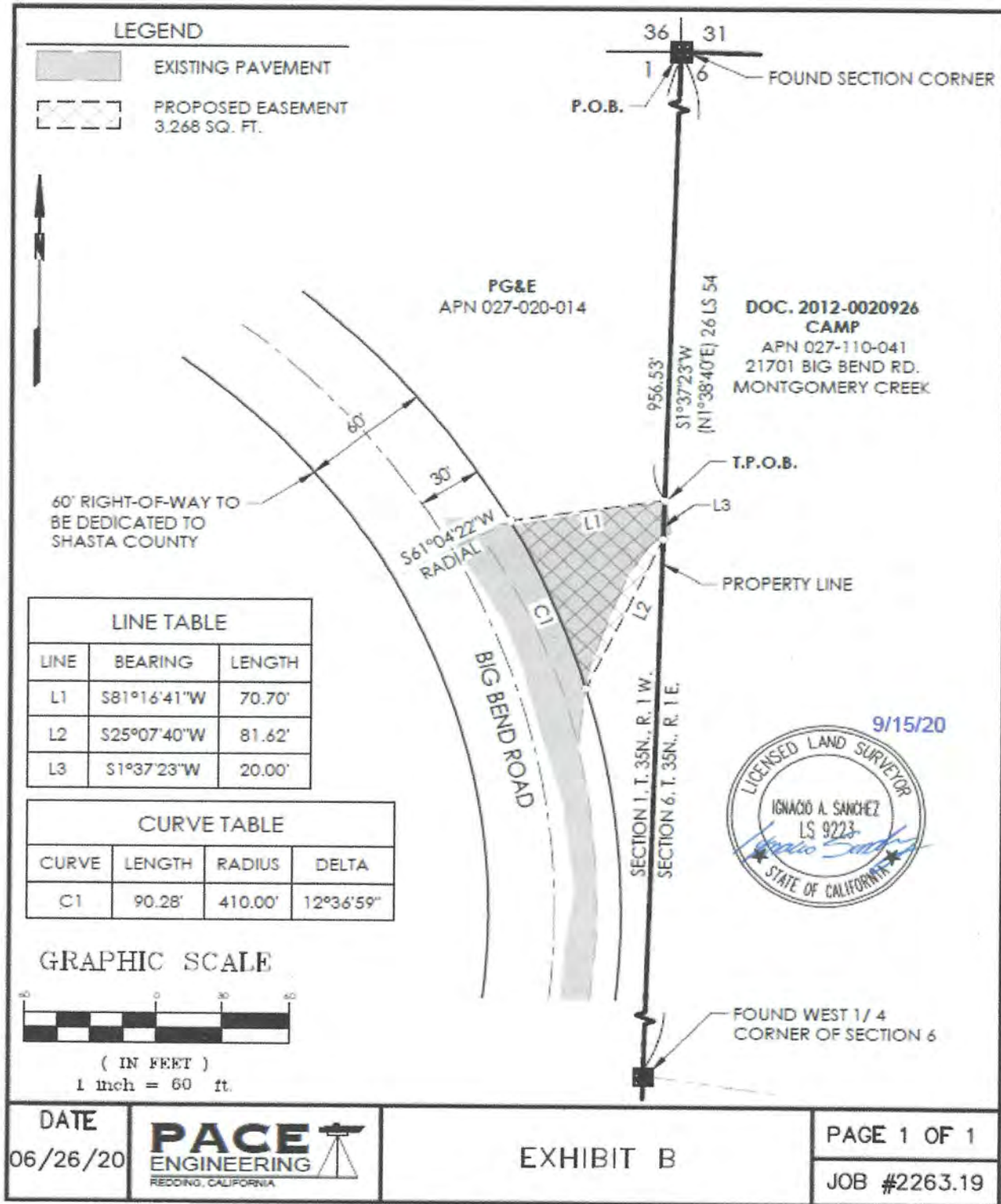
COMMENCING AT NORTHEAST CORNER OF SAID SECTION 1 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 26 OF LAND SURVEYS, AT PAGE 54, SHASTA COUNTY RECORDS, FROM WHICH THE WEST ONE-QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 1 EAST, M.D.M. BEARS SOUTH 1°37'23" WEST (*SHOWN AS NORTH 1°38'40" EAST ON SAID MAP*); THENCE ALONG THE EASTERLY OF SAID SECTION 1 SOUTH 1°37'23" WEST, A DISTANCE OF 956.53 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE SOUTH 81°16'41" WEST, A DISTANCE OF 70.70 FEET, MORE OR LESS, TO A POINT ON THE ARCH OF A NON-TANGENT 410.00 FOOT RADIUS CURVE PARALLEL WITH AND 30.00 FEET (AT RIGHT ANGLES) FROM THE CENTERLINE OF BIG BEND ROAD; THENCE SOUTHEASTERLY A DISTANCE OF 90.28 FEET ALONG SAID NON-TANGENT CURVE TO THE RIGHT OF WHICH THE RADIUS POINT BEARS SOUTH 61°04'22" WEST; THENCE LEAVING SAID PARALLEL CURVE NORTH 25°07'40" EAST, A DISTANCE OF 81.62 FEET TO THE EASTERLY LINE OF SAID SECTION 1; THENCE NORTH 01°37'23" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

NOTE: THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.



# EXHIBIT B EASEMENT AREA



DATE  
06/26/20

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT B

PAGE 1 OF 1

JOB #2263.19



**EXHIBIT C**  
**PG&E PROPERTY**

The land described herein is situated in the State of California, County of Shasta, unincorporated area, and is described as follows:

Lots 1, 2, 7, 8, 9 and 10 of Section 1, Township 35 North, Range 1 West, Mount Diablo Base and Meridian.

A.P.N. 027-020-014

## **Attachment D**

### **Conservation Easement**

RECORDING REQUESTED BY:

State of California—Official Business  
Department of General Services

Exempt from recording fees as per  
Gov't. Code Sec. 27388.1

WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA  
Department of General Services  
Real Property Services Division,  
707 Third Street, 5<sup>th</sup> Floor, MS 505  
West Sacramento, CA 95605  
Attn: Acquisition Unit

WITH A COPY TO:

Shasta Land Trust  
P.O. Box 992026  
Redding, CA 96099-2026  
Attn: Executive Director

---

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (“**Conservation Easement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“**Effective Date**”), by and between the STATE OF CALIFORNIA (“**STATE**”), acting by and through the DEPARTMENT OF GENERAL SERVICES (“**DGS**”), on behalf of the DEPARTMENT OF FORESTRY AND FIRE PROTECTION (“**CAL FIRE**”), and the SHASTA LAND TRUST, a California nonprofit public benefit corporation (“**Grantee**”), with reference to the following facts:

**RECITALS**

A. STATE is the owner of approximately 6,982 acres of real property located in the County of Shasta (“**County**”), State of California, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements and appurtenances thereto (“**Property**”). A map of the Property identifying the improvements existing on the Property as of the date of this Conservation Easement and various other natural features of the Property is attached hereto as **Exhibit B** and incorporated herein by reference (“**Property Maps**”).

B. Pacific Gas and Electric Company, a California corporation (“**PG&E**”), transferred fee title to the Property to the STATE by Grant Deed, recorded in the Official Records of the County before recordation of this Conservation Easement (the “**Grant Deed**”), the form of which is attached hereto as **Exhibit C** and incorporated herein by reference. PG&E transferred fee title to the Property to the STATE in connection with PG&E’s implementation of the “Land Conservation Commitment” (defined below) provided for in the following documents and described more fully below:

- a. That certain Settlement Agreement (“**Settlement Agreement**”) as modified and approved by the Public Utilities Commission of the State of California (“**Commission**”) in its Opinion and Order of December 18, 2003 (Decision 03-12-035); and
- b. That certain Stipulation Resolving Issues Regarding the Land Conservation Commitment dated September 25, 2003 (“**Stipulation**”). The Stipulation provides, among other things, that conservation easements will preserve or enhance reasonable public access.

C. The Settlement Agreement and the Stipulation (collectively, “**Governing Documents**”) require PG&E to ensure that approximately 140,000 acres of watershed lands, all located in California and owned by PG&E as of the date the Governing Documents were entered into (collectively, “**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 (collectively, “**Beneficial Public Values**” or “**BPVs**”). The Property is included in these Watershed Lands.

D. Pursuant to the Governing Documents, the Pacific Forest and Watershed Lands Stewardship Council, a California nonprofit public benefit corporation (“**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 (“**Land Conservation Plan**” or “**LCP**”). The LCP includes, among other things, recommended objectives to preserve and/or enhance the Beneficial Public Values identified on each parcel of Watershed Lands, including the Property.

E. The Beneficial Public Values present at the Property are referred to herein as “**Conservation Values**” as more specifically provided below. The “**Land Conservation Commitment**” constitutes the obligations of PG&E to convey fee title and conservation easements to Watershed Lands, and to protect the Beneficial Public Values of the Watershed Lands, as well as certain other obligations related thereto, as set forth in detail in the Governing Documents.

F. The Property possesses forested, recreational, historical, scenic and open space characteristics, valuable to the people of the County, the State of California, and the public in general.

G. The Governing Documents also include a requirement that conservation easements encumbering Watershed Lands honor existing agreements for economic uses, including consumptive water deliveries.

H. The Stewardship Council has defined the “sustainable forestry” BPV as “the practice of managing dynamic forest ecosystems to provide ecological, economic, social and cultural benefits for present and future generations.”

I. The Property includes the following specific Conservation Values:

- a. Fish, Plant and Wildlife Habitat. A diverse range of plant, animal, fungal, and micro biotic communities exist in the ecosystems that make up the Property. Habitat for these communities includes a wide range of forest structures and the various ecological and anthropogenic processes that influence forest dynamics.
- b. Forest Resources. The Property is heavily forested. Black oak forest is common on the west side of the Pit River with Sierra mixed conifer forest common on the east side. Some of the Property contains mixed conifer forest that is dominated by ponderosa pine and Douglas-fir and, to a lesser degree, incense cedar. The Property has highly productive soils for timber.
- c. Open Space. The Property provides open space and viewshed values. Due to lack of development, steepness of the Pit River Canyon, limited recreation, and primary use of the Property for timber production, open space values can be found throughout the Property.
- d. Historic Resources. The Property is located within the ancestral territory of the Pit River Tribe. Ethnobotanical resources have been identified, such as redbud, which is of special importance to Native Americans use. The character of the Property includes lands historically utilized by Native Americans.
- e. Outdoor Recreation. The Property provides opportunities for outdoor recreation, such as hiking, berry picking, sightseeing, and birdwatching.

J. All rights of STATE and Grantee hereunder are subject to (i) PG&E’s reservation of certain rights in and to the Property, as set forth in the Grant Deed (“**PG&E Reserved Rights**”), (ii) that certain Utility Facility Access, Operation and Maintenance Easement (“**Utility Facility Access, Operation and Maintenance Easement**”) in favor of PG&E with respect to the Property, recorded in the Official Records of the County before recordation of this Conservation Easement, the form of which is attached hereto as **Exhibit D** and incorporated herein by reference (“**PG&E Easement Reserved Rights**”), and (iii) the third-party rights to use the Property in effect as of the Effective Date, as included on **Exhibit E** attached hereto and incorporated herein by reference (“**Express Third Party Uses**”).

K. The Legislature of the State of California, as set forth in California Civil Code section 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 predominantly in its natural, scenic, agricultural, historical, forested, or open-space condition. Grantee is a tax-exempt nonprofit organization



qualified under section 501(c)(3) of the Internal Revenue Code and is eligible to acquire and hold a perpetual conservation easement pursuant to section 815.3(a) of the California Civil Code. In furtherance of the Land Conservation Commitment and the above-described public policy purposes, STATE desires to grant to Grantee, and Grantee desires to accept from STATE, a conservation easement over and upon the Property.

L. STATE and Grantee each desires through this Conservation Easement to ensure the permanent protection of the Conservation Values on the Property. Specifically, the parties desire to assure that the Conservation Values on the Property will be protected in perpetuity as provided herein, and that uses of the Property that significantly impair the Conservation Values will be prevented or corrected.

## **COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS**

NOW THEREFORE, in consideration of the above recitals, all of which are expressly incorporated into this Conservation Easement, the mutual promises and covenants contained in this Conservation Easement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, STATE hereby voluntarily grants and conveys to Grantee, and to Grantee's successors and assigns, and Grantee hereby accepts from STATE, a perpetual conservation easement as defined by Section 815.1 of the Conservation Easement Act of 1979 (California Civil Code section 815 et seq.), of the nature and character described in this Conservation Easement, in, on, over and across the Property on the following terms and conditions as hereinafter set forth.

**1. Conservation Purpose.** The purpose of this Conservation Easement is as follows (“**Conservation Purpose**”): to protect the Conservation Values in perpetuity by preventing any use of the Property that will significantly impair the Conservation Values. Subject to the following terms and conditions, STATE and Grantee intend that this Conservation Easement will confine the uses of the Property to such activities that do not significantly impair the Conservation Values. As used in this Conservation Easement, the terms “significantly impair” and “significant impairment” mean a material adverse change in Conservation Values. Any consideration as to whether an actual or potential impact of a particular activity or use has or may significantly impair Conservation Values shall take into account the actual and potential impacts of the activity or use in question as well as the cumulative impacts of other uses and activities on the Property excepting therefrom the cumulative impacts of STATE's Reserved Rights (as defined below), PG&E Reserved Rights, PG&E Easement Reserved Rights, and the Express Third Party Uses. In every evaluation of whether significant impairment of Conservation Values has occurred or is threatened, Grantee shall evaluate the magnitude (including, without limitation, consideration of the rarity and fragility of the natural resource affected and the area of land, wildlife habitat or vegetation community involved both locally and in relation to total acreage of that type of land, wildlife habitat or vegetation community in the Property) and the duration of the actual or potential change(s).

STATE and Grantee acknowledge that the Governing Documents reflect the intention of the parties thereto to honor Express Third-Party Uses and to continue to permit beneficial uses of the Property that preserve and/or enhance the Conservation Values. It is intended that this Conservation Easement shall allow uses on the Property that are consistent with the protection and

preservation of each of the Conservation Values in harmony with each other. While permitted actions required or taken to protect and preserve one or more individual Conservation Values may impair, on an individual and stand-alone basis, one or more of the other Conservation Values, STATE and Grantee understand that achieving the Conservation Purpose requires the preservation and protection, on balance, of all of the Conservation Values actually existing on the Property, to the extent possible. It is recognized that in protecting and/or enhancing one or more of the Conservation Values, another Conservation Value may be impaired, but this is not meant to be a permanent occurrence, nor a reason to re-prioritize one Conservation Value over another. All attempts should be made to balance on a collective basis, the Conservation Values on the whole Property whenever possible. This Conservation Easement prohibits use of the Property for any purpose that would significantly impair the Conservation Values on a collective, not individual basis, taking into account the relative condition and quality of each of the Conservation Values existing on the Property as of the Effective Date.

**2. PG&E Reserved Rights.** All rights and obligations of STATE and Grantee under this Conservation Easement are subject to the PG&E Reserved Rights. In the event of a conflict between the PG&E Reserved Rights and the Conservation Purpose, this Conservation Easement shall be construed to unconditionally permit the exercise of the PG&E Reserved Rights.

**3. Utility Facility Access, Operation and Maintenance Easement.** All rights and obligations of STATE and Grantee under this Conservation Easement are subject to the PG&E Easement Reserved Rights. In the event of a conflict between the PG&E Easement Reserved Rights and the Conservation Purpose, this Conservation Easement shall be construed to unconditionally permit the exercise of the PG&E Easement Reserved Rights.

**4. Baseline Documentation Report.** The parties hereto acknowledge that a baseline documentation report (“**Report**”) has been prepared, a copy of which is on file with STATE and Grantee at their respective addresses for notices set forth below. The Report contains representations of the physical condition of the Property existing as of the Effective Date. The Report is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Conservation Easement. Notwithstanding the foregoing, if a controversy arises with respect to the nature and extent of the physical or biological condition of the Property or the historical uses of the Property or the permitted uses of the Property under this Conservation Easement, 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 controversy.

**5. Rights Conveyed To Grantee.** In order to accomplish the Conservation Purpose, STATE transfers and conveys to Grantee the following rights and interests:

(a) **Preserve and Protect.** Subject to the exceptions listed in **Section 7(a)** below and elsewhere in this Conservation Easement, Grantee has the right to identify, preserve and protect in perpetuity the Conservation Values of the Property.

(b) **Entry and Access Rights.** Grantee and Grantee’s directors, officers, employees, contractors, subcontractors, consultants, representatives, and agents, including entities authorized by Grantee to conduct monitoring activities on Grantee’s behalf (“**Grantee’s**

**Representatives**”) are hereby granted rights of access to enter upon the Property, and may enter upon the Property after giving notice to STATE, as required below, in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, to study and make scientific observations of the Conservation Values, to determine whether STATE’s activities are in compliance with the terms of this Conservation Easement and to take all actions deemed necessary by Grantee to identify, preserve, protect, and monitor in perpetuity the Conservation Values, all in compliance with the provisions of **Section 12**. Except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Conservation Easement, Grantee shall give STATE fourteen (14) days prior written notice of such entry. Grantee’s Representatives may enter the Property immediately, where such entry is necessary to prevent, terminate, or mitigate damage to, or the destruction of any of the Conservation Values, or to prevent, terminate or mitigate a violation of the terms of this Conservation Easement. STATE’s representatives shall have the right to accompany Grantee’s Representatives during monitoring visits or on any other visit permitted by this **Section 5(b)**. All access and entry allowed under this **Section 5(b)** shall be made in a manner that will not unreasonably interfere with the permitted use(s) or enjoyment of the Property by STATE, its successors in interest, and any legally-recognized user(s) of the Property, including without limitation, PG&E with regards to the exercise of any PG&E Reserved Rights or PG&E Easement Reserved Rights, and third-parties with regards to the exercise of any Express Third Party Uses.

(c) **Enforcement.** Subject to and in accordance with the provisions of **Section 12**, Grantee, has the right to enforce the terms of this Conservation Easement, to enjoin any activity on the Property or other use of the Property which is in violation of the terms of this Conservation Easement, and to enforce the restoration of such areas or features of the Property as may hereafter be damaged as a result of activity or use that is determined to be in violation of the Conservation Easement. Any requirement of STATE to expend monies to act and/or restore the Property under this Conservation Easement shall be subject to **Section 12(d)** of this Conservation Easement.

**6. Demonstration State Forest Management Plan.** As long as the Property is owned in fee by STATE or another party that is qualified to own and manage a Demonstration State Forest, the STATE and/or other qualified party may conduct timber harvest activities on the Property as a “Demonstration State Forest” in accordance with a Demonstration State Forest Management Plan that incorporates the Forest Management Goals (as defined in **Section 9(a)** below) and has been approved by the State Board of Forestry and Fire Protection (or successor agency or department of the State of California having jurisdiction over timber harvest activities in the State of California) (“**State Board of Forestry**”) that satisfies the following requirements (“**Demonstration State Forest Management Plan**”): (1) permits activities that do not significantly impair the Conservation Values of the Property; (2) complies with legislative mandates and State Board of Forestry policy for Demonstration State Forests and meets the requirements of the California Forest Practice Act and Rules; (3) has been approved by the State Board of Forestry in an open public process that provides an opportunity for public input and is subject to the State Board of Forestry’s periodic review as defined in policy adopted by the State Board of Forestry for Demonstration State Forests; (4) shall be publicly available; and (5) shall be subject to Grantee’s review and comment in conjunction with the State Board of Forestry’s initial and subsequent periodic review.

(a) **Timber Harvest.** Any Demonstration State Forest Management Plan

shall describe the timber harvest and related activities that STATE intends to undertake on the Property, including without limitation, a comprehensive summary of STATE's forest management objectives, forest stand descriptions and locations including site classes, stand volumes, growth rates, relevant inventory information and maps, locations of soils, estimates of slope and erosion potential, locations of known wildlife habitats, especially species listed as threatened or endangered at the federal or state level, known rare plants, wetlands, description of management history, silvicultural and harvest methods, projections of harvest yields, reforestation and management activities (collectively, the **"Management Plan Components"**).

(b) **Research.** Grantee understands that research and demonstration into sustainable forestry practices, best management practices, potential new forest practice rules, and other forestry-related research is an important component of STATE's management of the Property as a Demonstration State Forest. The Demonstration State Forest Management Plan will describe the range of research and demonstration forest activities and projects that may be conducted on the Property.

(c) **Alternative Forest Management Plan.** If the Property is not owned in fee by the State of California or another party that is qualified to own and manage a Demonstration State Forest, such successor Property owner and/or the STATE may continue to conduct sustainable timber harvest activities on the Property in accordance with a management plan that satisfies the following requirements (**"Forest Management Plan"**): (1) incorporates the Forest Management Goals; (2) describes all of the Management Plan Components; (3) permits only activities that do not significantly impair the Conservation Values of the Property; (4) complies with legislative mandates and State Board of Forestry policy and meets the requirements of the California Forest Practice Act and Rules and all other Applicable Laws (as defined in Section 10 below); and (5) has been approved in advance by Grantee. Any modifications or amendments to an approved Forest Management Plan shall be subject to Grantee's prior written consent.

## **7. Prohibited Uses, Change in Use, Unauthorized Use, Acts of God, Emergencies, Acts of Unrelated Third Parties.**

(a) **Prohibited Uses.** Any activity on or use of the Property that significantly impairs Conservation Values is prohibited. Without limiting the generality of the foregoing, STATE will not actively engage in, or knowingly permit others to actively engage in, the following prohibited uses (collectively, **"Prohibited Uses"**) which could significantly impair Conservation Values and are in violation of the terms of this Conservation Easement and therefore prohibited on the Property, in each case (1) except as required or permitted pursuant to the PG&E Reserved Rights or the PG&E Easement Reserved Rights (as described in **Sections 2 and 3** above); (2) except as permitted under, and performed in accordance with, Express Third Party Uses; (3) except as required or permitted as part of a Demonstration State Forest Management Plan (as defined in **Section 6** above); (4) except as expressly permitted under **Sections 7 and 9** below and elsewhere in this Conservation Easement; and (5) except as required to be undertaken under any Applicable Law (as defined below):

(i) **Construction and Development.** STATE reserves the right to develop no more than a total of ten (10) acres of the Property within one or more building

envelopes (“**Building Envelopes**”), the locations of which are to be determined in the future. Development shall be limited to any one of the authorized uses of the state forests, which are recreation, research or forest management<sup>1</sup>, and associated parking, constructed in a neutral style in keeping with the surrounding environment so that it unobtrusively blends into the environment. Examples of such development include, but are not limited to, a fire station, forest headquarters, and/or research/education facilities. Before constructing any improvement(s) within the Building Envelopes, (i) STATE and Grantee shall designate the exact location of the Building Envelopes by survey or other reasonably precise method at STATE’s cost, and (ii) STATE shall record in the Official Records of the County a map and addendum to this Conservation Easement which identifies the designated location of the Building Envelopes. Prior to construction, Building Envelopes may be relocated if unforeseen circumstances prevent and/or unreasonably limit construction within previously selected Building Envelopes. Under no circumstances shall the aggregate acreage of the selected Building Envelopes exceed ten (10) acres in total size.

In addition to the Building Envelope(s) reserved above, STATE reserves the right to maintain, repair, alter, improve, remove, replace and reasonably enlarge structures and improvements within the existing developed area consisting of approximately 2.5 acres identified as the Development Envelope (“**Development Envelope**”). The Development Envelope is legally described in **Exhibit F** and shown on the Map attached as **Exhibit G**. The Development Envelope is located along the east side of Big Bend Road in Parcel 74 as identified in the Report in an area where existing development is located as detailed in the Report and potential future development is anticipated and allowed as limited herein. The objective of the Development Envelope contingency within this Easement is to allow the existing development in that location to be maintained, repaired, enhanced and used in a manner consistent with the existing and historical use, as well as such additional development and uses that are not inconsistent with the Conservation Purposes. Accordingly, STATE reserves to itself and its successors and assigns the right to construct, maintain, alter, improve, remove, and replace structures and infrastructure in the Development Envelope, for residential use, agricultural use including grazing, and for all the uses permitted for the Building Envelopes. Within the Development Envelope construction and maintenance activities reasonably necessary to enjoy said reserved rights are permitted, including without limitation, paving of the driveway, site preparation, grading, leveling, landscaping, irrigation, tree and vegetation trimming and removal, mowing, fuel load reduction, placement of storage sheds and other appurtenant structures, and similar activities.

In accordance with **Sections 9(g), 9(j), and 9(k)**, development, installation, protection, and use of utilities and underground water resources on the Property to serve the permitted structures, may extend outside of the Building Envelopes. Such development may include, without limitation, access roads, wells, pump houses, underground pipelines, electricity facilities, and any additional infrastructure required, not including parking. Any existing structures (detailed in Report) and utilities may be maintained and repaired/replaced as necessary.

---

<sup>1</sup> California Public Resources Code, Section 4631.5, 4651.

(ii) Use or Transfer of Development Rights. All development rights that are now or hereafter allocated to, implied, reserved, or inherent in or to the Property are terminated and extinguished and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property (whether adjacent or otherwise).

(iii) Subdivision. The Property is already comprised of several legal parcels owned by the STATE. There shall be no legal or *de facto* sale or gift of less than all of the parcels within the Property, nor any further division, subdivision or partitioning of the Property. The Property may not be sold, conveyed or otherwise transferred in separate parcels or lots, and STATE shall continue to maintain the parcels comprising the Property, and all interests therein, under common ownership, as though a single legal parcel.

(iv) Motorized Vehicles. Off-road use of motorized vehicles is allowed in conjunction with STATE's forest management activities in **Sections 9(a) and 9(e)** or as otherwise authorized in this Conservation Easement. This provision is not intended to otherwise limit the use of motorized vehicles on roads or driveways permitted under this Conservation Easement or in conjunction with construction and maintenance of permitted buildings, structures, roads, trails and other improvements.

(v) Dumping or Salvage. 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 stored on the Property on a temporary basis prior to its removal from the Property in areas where the Conservation 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 Conservation Values of the Property. There shall be no dumping, storage or other disposal on the Property of ashes, sludge, Hazardous Substances (as defined below), or other unsightly or dangerous materials. This restriction does not apply to ashes from wildfire or other fire conducted for resource management or research purposes. There shall be no storage or disassembly on the Property of inoperable automobiles, trucks, or other vehicles or equipment for purposes of sale, or rental of space for that purpose. Pursuant to **Section 7(c)** below, STATE shall make a reasonable effort to prevent unauthorized dumping by the public.

(vi) Vegetation. There shall be no removal, cutting or destruction on the Property of native vegetation. STATE reserves the right to (a) prune, cut down or remove dead or diseased trees, shrubs and other vegetation and to prune, as reasonably necessary and appropriate to control or prevent hazardous conditions or fire and to keep fire roads and trails clear and (b) exercise any of the exceptions listed in **Section 7(a)**. Except as authorized under the provisions of **Section 9(f)**, there shall be no deliberate introduction by STATE on the Property of any invasive plant outside of the Building Envelopes. Invasive vegetation may be removed, cut, or destroyed at STATE's discretion. Lists of native, non-native and invasive plants can be found on the California Natural Diversity Database (CNDDB) website or in the Jepson Manual.

(vii) Roads. Except with prior written consent of Grantee or pursuant to one of the exceptions listed in **Section 7(a)** or as otherwise expressly authorized herein, there shall be no oiling of existing roads or creation of new roads. Dust abatement treatments shall be acceptable.

(viii) Fences and Walls. Except with prior written consent of Grantee and pursuant to one of the exceptions listed in **Section 7(a) or 9(h)** or as reasonably necessary in connection with permitted research or for public safety purposes or as otherwise expressly authorized herein, there shall be no construction of any new, permanent fences or walls outside of the Building Envelopes. STATE may repair or replace existing and/or otherwise permitted fences or walls on the Property.

(ix) Alteration of Land or Excavation. Except with prior written consent of Grantee and pursuant to one of the exceptions listed in **Section 7(a)** or for permitted research purposes upon Grantee's prior written consent or as otherwise expressly authorized herein, there shall be no filling, excavating, grading, draining or dredging on the Property, nor any change in the general topography of the Property, outside of the Building Envelopes.

(x) Mining and Drilling. There shall be no mining, dredging, drilling, removing, 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; provided, however, in no event shall the foregoing restriction be deemed to prohibit testing, drilling or operating groundwater wells on the Property as reasonably necessary in connection with STATE's exercise of any permitted rights. Recreational gold panning that does not significantly impair the Conservation Values is allowed, and utilizing rock pits for use on roads located within the Property are allowed, as long as such activity does not significantly impair the Conservation Values.

(xi) Historical and Cultural Resource Identification. There shall be no activities, actions or uses that disturb or impair any identified historical or cultural resources on the Property in violation of state or federal law.

(xii) Water Resources. There shall be no development of any waters on the Property for fish farming or any other commercial or industrial purpose. Except with prior written consent of Grantee and pursuant to one of the exceptions listed in **Section 7(a)** or as otherwise expressly authorized herein, there shall be no manipulation or alteration of natural water courses, wetland, stream bank, shorelines or bodies of water or activities or uses that significantly impair water quality. Groundwater wells may be installed for local use on the Property as reasonably necessary to support the permitted uses of the Property under **Section 9** below.

(xiii) Water Rights. There shall be no severance, conveyance, impairment or encumbrance of water or water rights appurtenant to the Property, separately from the underlying fee title to the Property, or other action which diminishes or extinguishes such water rights, and this Conservation Easement shall not sever or impair any riparian water rights appurtenant to the Property.

(xiv) Water Quality Degradation. There shall be no uses permitted under this Conservation Easement whereby runoff from such uses results in a violation of applicable federal, state, and local water quality laws.

(b) **Changes in Use**. STATE understands that the Prohibited Uses may be more economically valuable than permitted uses under this Conservation Easement and that neighboring properties may in the future be put entirely to such Prohibited Uses. It is the intent of both STATE and Grantee that any such changes shall not be deemed to be circumstances justifying the termination, extinguishment or modification of this Conservation Easement. In addition, the inability of STATE, or STATE's successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of the Conservation Easement or be considered grounds for the termination, extinguishment or modification of same.

(c) **Unauthorized Third Party Uses and STATE's Obligations**. If Grantee discovers any unauthorized third-party use or activity on the Property that violates the terms of this Conservation Easement, and Grantee gives STATE written notice thereof, STATE shall use reasonable efforts to stop or prevent any such unauthorized use of the Property, subject to the provisions of **Section 12(d)** below.

(d) **Acts of God; Emergencies; Acts of Unrelated Third Parties; Pre-Existing Conditions**. Nothing in this Conservation Easement shall require STATE to take any action to restore the condition of the Property (i) after any Act of God, which includes, without limitation, fire, climatic change, flood, storm, earth movement, or natural evolutionary changes in the condition of the Property from that described in the Report; (ii) after any action taken by STATE under emergency conditions to prevent, abate, or mitigate unreasonable impairment to the Conservation Values, or to any person resulting from such causes; (iii) after any acts of unrelated third parties, so long as STATE has satisfied its obligations under **Section 7(c)**, above, and **Section 8(d)**, below; or (iv) if such condition existed prior to the Effective Date of this Conservation Easement.

## **8. Public Access:**

(a) **Informal Uses and Public Access**. STATE 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**"). STATE and Grantee further recognize that access to the Property is inherent or may be inherent in the enjoyment of the Conservation 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, STATE shall allow public access to the Property that is substantially consistent with the public access existing on the Effective Date of the Conservation Easement. STATE reserves the right to make reasonable rules and regulations to control, limit, or, as necessary, exclude Informal Uses and public access, including without limitation, (i) by posting and other means; and (ii) by restricting access to areas of the Property under active cultivation, grazing, study, temporarily to prevent vandalism and dumping, seasonally to prevent erosion/sedimentation concerns, or for safety purposes during timber



harvesting or other permitted management activities that may pose a hazard. STATE shall make reasonable efforts to prevent Informal Uses that significantly impair the Conservation Values.

(b) **New or Increased Public Access.** If STATE desires to allow new public access or Informal Uses or expansion of public access or Informal Uses on the Property, Grantee's advance written consent is required, which consent shall not be unreasonably withheld, provided such new or expanded use does not significantly impair the Conservation Values.

(c) **Limitations and Conditions.** Sections 8(a) and 8(b) above are subject to the following:

(i) **Liability Limitation.** STATE and Grantee claim all of the rights and immunities against liability for injury to the public to the fullest extent allowable by law, including without limitation, under the California Tort Claims Act, California Government Code section 810 et seq., as amended and any successor provisions thereof.

(ii) **Periodic Review of Informal Uses.** As part of Grantee's annual compliance monitoring, (i) STATE and Grantee shall consult on the known Informal Uses and public access on the Property conducted under **Sections 8(a) and 8(b)** above during the preceding monitoring period for the purpose of Grantee's assessment of STATE's compliance with the requirements set forth in those sections; and (ii) with respect to Informal Uses allowed by the STATE on the Property in accordance with **Section 8(a)** above, STATE and Grantee will consult, and include recommendations, if any, regarding the necessity of controlling, limiting, or excluding Informal Uses to ensure the protection of the Conservation Values from significant impairment.

(d) **Unauthorized Public Access.** If STATE or Grantee discovers any unauthorized public access use or activity that violates the terms of this Conservation Easement, STATE shall use reasonable efforts, in consultation with Grantee, to stop or prevent any such unauthorized use of the Property, subject to the provisions of **Section 12(d)** below. The Parties acknowledge and agree that any form of legal action by STATE shall be subject to authorization by the California Attorney General.

**9. STATE's Reserved Rights:** Notwithstanding anything to the contrary in this Conservation Easement, STATE expressly reserves all rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited by this Conservation Easement and are not in conflict with the Conservation Purpose ("**STATE's Reserved Rights**"). Pursuant to California Civil Code section 815.4, all interests in the Property not expressly transferred and conveyed to Grantee by this Conservation Easement or reserved to PG&E as the PG&E Reserved Rights or the PG&E Easement Reserved Rights (as described in **Sections 2 and 3 above**), shall remain with STATE. In exercising STATE's Reserved Rights, STATE will (i) use reasonable efforts to consult with Grantee, and (ii) use reasonable efforts to employ methods and practices that will not significantly impair the Conservation Values.

The following uses and practices, though not necessarily an exhaustive recital of consistent uses and practices, are expressly permitted under this Conservation Easement:

(a) **Forest Management.** STATE reserves the right to conduct forestry activities on the Property, in accordance with the following **Forest Management Goals** and **Section 6** above:

It is the intent of STATE and Grantee that any timber harvesting activities conducted on the Property in accordance with this Conservation Easement maintain healthy and vigorous forest stands, protect important riparian resources, manage for sustainable stands of native tree species historically present on the landscape, encourage regeneration of oak trees where applicable, improve resistance to drought and pests, address any infestation of insects or disease which threatens the viability of the forest, address any build-up of fuel to reduce risks of catastrophic fire, enhance climate benefits through carbon sequestration and storage, establish and maintain a full and balanced range of stand ages and characteristics, allowed to move across the landscape over time, including early-seral, mid-seral and late-seral forest conditions, provide adequate amounts of snags and cavity trees, provide adequate amounts of downed woody debris, manage for edge effects, and maintain and enhance vegetation types and structural elements across the landscape that support fish and wildlife habitats (collectively, the “**Forest Management Goals**”). The Forest Management Goals shall be accomplished by complying with the Forest Practice Act and Rules and the provisions set forth in this section.

(b) **Development.** Subject to **Section 7(a)**, any and all development on the Property shall be restricted to the Building Envelopes, and shall meet all Applicable Laws for buildings in Timber Production Zones. Additionally, development shall be constructed in a manner and with a design complementary to the surrounding environment.

(c) **Recreational Use.** Recreational use by STATE and the general public is permitted in accordance with **Section 8**.

(d) **Roads.** STATE reserves the right, but shall have no obligation, to maintain the existing network of roads on the Property shown on Figure 5 of the Report described in **Section 4** above. Placing rock on the road network is permitted, however oiling of roads not traditionally treated in this manner, is not allowed. New roads are permitted to the extent incorporated in the Demonstration State Forest Management Plan or a Forest Management Plan, provided such roads do not significantly impair Conservation Values. Subject to **Section 7(a)**, new roads or the resurfacing of existing roads are permitted within the Building Envelopes. In addition, STATE may, after providing written notice to Grantee, improve roads outside the Building Envelopes in conjunction with permitted maintenance, repair, replacement and construction of improvements under this Conservation Easement. STATE will take reasonable actions to ensure abandoned roads that were originally constructed by STATE blend with the surrounding landscape subject to the provisions of **Section 12(d)** below.

(e) **Motorized Vehicles.** STATE reserves the right to use motorized vehicles on the Property, including off-road vehicles (such as motorcycles and all-terrain vehicles) for non-recreational purposes, specifically for ingress and egress purposes, for practices permitted

under this Conservation Easement, and for patrolling purposes, provided that such uses do not significantly impair the Conservation Values.

(f) **Non-Native Plants.** STATE reserves the right to remove and control non-native plants and noxious weeds (such as thistle), provided that the measures taken to remove and control the non-native plants and noxious weeds, including controlled burning, comply with Applicable Laws and regulations and do not significantly impair the Conservation Values of the Property. STATE reserves the right under a Demonstration State Forest Management Plan to introduce non-native species and species from different areas and seed zones for the purposes of research, adaptive management, ecosystem restoration and other objectives.

(g) **Water and Irrigation.** STATE reserves the right to conduct the following:

- (i) develop groundwater wells where necessary. Such wells and their associated infrastructure must be in accordance with **Section 9(j)-Utilities**;
- (ii) subject to Grantee's prior written consent, develop wildlife enhancement ponds and/or guzzlers in a manner that does not significantly impair the Conservation Values; and
- (iii) develop water drafting sites that minimize impacts to water quality, riparian species, and the Conservation Values. Water drafting sites may be used for water collection for dust abatement, fire suppression purposes or other activities associated with the Property, and must be sited, constructed and maintained in order to not significantly impair the Conservation Values of the Property.

(h) **Fences.** Any new fencing shall be sited and designed not to significantly impair the Conservation Values of the Property, must allow for the free movement of wildlife to the extent practicable and compatible with any livestock exclusion fences in **Section 9(n)**, and shall be constructed according to standards established by the current best management practices recommended by the California Department of Fish and Wildlife. Fences to protect research, monitoring and other sensitive installations may be designed to exclude wildlife.

(i) **Waste and Hazardous Substances.** The dumping, release, burning, permanent storage or disposal of waste, refuse, debris, motorized vehicles or hazardous materials is prohibited; provided, however, that vehicles, building materials, machinery or supplies, including, without limitation, petroleum products and pesticides, required for permitted and legal uses may be temporarily stored on roads, landings, and other clearings outside of riparian zones in compliance with all Applicable Laws; and provided that organic debris from forest management activities permitted in this Conservation Easement may be piled, burned or otherwise treated in a manner that is consistent with applicable regulations and the Forest Management Plan.

(j) **Utilities.** STATE reserves the right to grant utility easements on and over the Property to serve the allowed improvements and uses within the Building Envelopes in accordance with **Section 7(a)**, provided the uses under such easements do not significantly impair the Conservation Values. Right-of-way widths shall comply with the requirements of the

California Forest Practice Act and Rules and any other applicable state or federal laws. New technology such as photovoltaic cells, solar arrays and windmills may be constructed in the Building Envelopes or in support of research projects in accordance with **Section 7(a)**. All utility infrastructure on the Property shall serve only the improvements permitted on the Property, except that any electricity generated from permitted utility infrastructure facilities in excess of requirements of the permitted improvements and uses on the Property may be sold to public utilities. Notwithstanding the foregoing, commercial power generation, collection or transmission facilities are prohibited.

The construction, operation and maintenance of power lines and pipelines are permitted, provided that, without limiting the PG&E Reserved Rights and PG&E Easement Reserved Rights, STATE shall use reasonable efforts to bury transmission or power lines or pipelines related to such activity or to align such lines along roadways, and the construction of new power lines and pipelines hereunder shall be limited to the support of STATE's permitted activities hereunder must be unobtrusively sited and shall not significantly impair the Conservation Values.

(k) **Renewable Energy Sources.** STATE reserves the right, subject to prior written permission from Grantee, to construct solar energy structures for generation of power for use on the Property, including generation of power for research equipment, provided, however, that: (i) all such solar energy structures shall be located within Building Envelopes, with the limited exception of solar energy structures used to power research equipment allowed to be used elsewhere on the Property; and (ii) no construction of solar energy structures shall be allowed to significantly impair the Conservation Values. Grantee's permission shall not be unreasonably delayed or withheld. STATE and Grantee agree that the provisions of this **Subsection 9(k)** restricting the locations of the installation of solar energy systems and prohibiting the construction of solar energy structures that would significantly impair the Conservation Values are "reasonable restrictions" within the meaning of California Civil Code § 714."

(l) **Future Easements, Leases, Licenses, Permits, and Contracts.** Excepting the Express Third Party Uses which are subject to **Section 11** below, STATE reserves the right to grant subsequent easements, leases, licenses, permits and contracts on or relating to the Property, provided that any such subsequent easement, lease, license, permit, or contract is for a permitted use and is subordinate, subject to, and consistent with the terms of this Conservation Easement, which is documented in a separate written agreement, subject to Grantee's consent, which consent shall not be unreasonably withheld, conditioned or delayed. If STATE wishes to grant subsequent easements, leases, licenses, permits and contracts on or relating to the Property, STATE shall so notify Grantee at least sixty (60) days in advance of any such proposed grant, shall provide to Grantee a copy of any proposed easement grant document together with any such additional information relating to the proposed grant as Grantee may reasonably request. STATE shall request Grantee's consent of such grant. Grantee will review the proposal and may, in its reasonable discretion, (a) approve the proposal as being consistent with the Conservation Purpose or (b) approve the proposal on conditions intended to ensure its consistency with the Conservation Purpose or (c) disapprove the proposal as being actually or potentially inconsistent with the Conservation Purpose. Failure of Grantee to respond in writing within sixty (60) days shall be deemed consent of the proposal as being consistent with the

Conservation Purpose. In addition, and subject to Grantee's consent, which consent shall not be unreasonably withheld, conditioned or delayed, STATE may grant subsequent easements, leases, licenses, permits and contracts to protect STATE's liability in respect to encroachment in the Development Envelope.

(m) **Trails.** STATE reserves the right to build multi-use recreation trails on the Property provided all new trails are approved by Grantee and are sited, constructed, and used in a manner that does not significantly impair the Conservation Values and does not damage soil, vegetation, or water quality in any riparian areas identified in the Report. New trails must be built with a natural base. Any trails built by the STATE and later abandoned promptly shall be restored to a condition consistent with the surrounding landscape subject to the provisions of **Section 12(d)** below.

(n) **Wildfire Suppression and Property Restoration.** In instances of active wildfires on or in immediate vicinity of the Property, STATE reserves the right to suppress the wildfire by any means necessary, at full discretion of STATE. All wildfire suppression activities will be carried out, to the extent practicable, in a manner that minimizes negative impacts to the Conservation Values. The STATE shall ensure installation of erosion control on all constructed firelines, if needed. Within the riparian zones, an organic surface cover shall be applied to areas of exposed soil caused by fireline construction.

(o) **Animal Grazing.** Due to state and local open-range laws in effect on the Property as of the Effective Date, STATE shall not be required herein to exclude livestock owned by third parties from the Property provided, however, that STATE, in its sole and absolute discretion, may, but shall not be obligated to, construct, maintain, repair, and replace fences for the purpose of excluding livestock from all or any portion of the Property.

(p) **Plant Gathering.** STATE reserves the right to allow pre-approved collection of native plants, historically collected by Native Americans and other ethnic groups, for traditional purposes. Any new proposed plant collections must be approved by the Grantee.

**10. Responsibility for Operations.** Nothing in this Conservation 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 STATE's activities on the Property. STATE shall have and retain all responsibility for, the ownership of the Property, and, in connection with STATE's use or occupancy of the Property, compliance with any present and future applicable laws, ordinances, rules, regulations, permits, 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, authorities, board of officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions, having or acquiring jurisdiction of the Property (in each case, an "**Applicable Law**" and, collectively "**Applicable Laws**"), except as expressly stated otherwise in this Conservation Easement. Without placing any limitation on the

foregoing sentence, the parties agree as follows:

(a) **Condition of Property.** Grantee shall have no duty or responsibility for (i) the operation or maintenance of the Property except to the extent specifically undertaken by Grantee as permitted under this Conservation Easement, (ii) the monitoring of any hazardous conditions thereon, or (iii) the protection of STATE, the public, or any other person or entity from any risks relating to conditions on the Property, except to the extent that the risks involved are the result of the activities of Grantee or Grantee's Representatives on the Property.

(b) **Taxes.** Grantee shall have no duty or responsibility for real property taxes and assessments levied by competent authority on the Property.

(c) **Permits and Approvals.** STATE 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 STATE which is permitted by this Conservation Easement; provided, however, STATE shall have no responsibility pursuant to this Conservation Easement for obtaining permits and approvals required on behalf of unrelated third parties who use the Property. 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 Conservation Easement.

(d) **No Owner or Operator Liability.** The parties do not intend this Conservation Easement to be, and this Conservation 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 passive holder of the Conservation Easement:

(i) The obligations or liability of an "owner" or "operator" or "arranger," as those terms are defined and used in Environmental Requirements, including, but not limited to, CERCLA;

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

(iii) The obligations of a responsible person under any applicable Environmental Requirements (as defined below);

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

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

As used in this Conservation Easement the term "**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. As used in this Conservation Easement, the term **“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, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) (“CERCLA”); the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Clean Water Act (33 U.S.C. § 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. § 300f et seq.); the River and Harbors Act of 1899 (33 U.S.C. § 401 et seq.); the National Emission Standard for Asbestos (40 C.F.R. § 61.140 et seq.), the OSHA Construction Standards (29 C.F.R. § 1926.1 et seq.); the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); the Oil Pollution Act (33 U.S.C. § 2701 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.); the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.); the Atomic Energy Act of 1954, (42 U.S.C. § 2011 et seq.); the Nuclear Waste Policy Act of 1982 (42 U.S.C. § 10101 et seq.); the Medical Waste Management Act (Cal. Health & Safety Code § 117600 et seq.); the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13020 et seq.); the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Cal. Health & Safety Code § 25300 et seq.); the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 et seq.); 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.

(e) **Reporting to Grantee.** Not less frequently than annually, STATE shall make reasonable efforts to inform Grantee of the construction and/or development activities that STATE anticipates undertaking on the Property within the following twelve (12) months. In the event Grantee determines that any of the anticipated activities may violate the terms of this Conservation Easement, the parties will meet and confer regarding such activities within thirty (30) days after Grantee's written request.

**11. Express Third Party Uses.** Exhibit E hereto describes the existing third party uses of the Property permitted with the express agreement of STATE ("**Express Third Party Uses**"). STATE 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 STATE's obligations with respect to the Express Third Party Uses, subject to the following conditions:

(a) **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 STATE determines in STATE's reasonable discretion exercised in good faith are likely to significantly impair the Conservation Values, shall be subject to Grantee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed by Grantee.

(b) **Renewal or Replacement of Third Party Use Agreements.** All Third Party Use Agreements existing on the Effective Date are identified on Exhibit E. As Third Party Use Agreements are renewed or replaced (either with the existing user or a new user), STATE, in consultation with the Grantee, shall include contractual provisions to bring the continuation of the Express Third-Party Use and the preservation of the Conservation Values into alignment to the fullest extent reasonably practicable.

(c) **Enforcement of Third Party Use Agreements.** If STATE or Grantee discovers any default under a Third Party Use Agreement that significantly impairs the Conservation Values (and if Grantee makes such discovery, Grantee gives STATE written notice thereof), subject to the provisions of **Section 12(d)** below, STATE shall use reasonable efforts to



stop or prevent such violation. The Parties acknowledge and agree that any form of legal action by STATE shall be subject to authorization by the California Attorney General.

## **12. Enforcement and Remedies.**

(a) **Notice of Violation.** If a party hereto (“**Non-Breaching Party**”) determines there is a violation of the terms of this Conservation Easement or that a violation is threatened (“**Violation**”), written notice of such Violation (“**Violation Notice**”) and a demand for corrective action sufficient to cure the Violation shall be given by the Non-Breaching Party to the party allegedly violating this Conservation Easement (“**Breaching Party**”). Within thirty (30) days after delivery of a Violation Notice, STATE and Grantee shall meet at a location that STATE and Grantee agree upon to discuss the circumstances of the alleged or threatened Violation and to attempt to agree on appropriate corrective action. If the parties determine that it is appropriate and desirable, a duly qualified expert in the subject matter of the alleged or threatened Violation (“**Consulting Expert**”) shall attend the meeting. STATE 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 STATE and Grantee are unable to agree upon a Consulting Expert, each party may retain the services of an expert at its own expense. If STATE 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 shall deliver a further written notice to the Breaching Party to demand reasonable, particular corrective action to cure the Violation (“**Second Notice**”). Upon the giving of a Second Notice, the Breaching Party shall promptly commence, and thereafter diligently pursue to completion, corrective action sufficient to cure the Violation and, where the Violation involves injury to the Property resulting from any use or activity that conflicts with the Conservation Values or the Conservation Purpose, to restore the portion of the Property so injured. If a Violation is not cured within thirty (30) days after the delivery of the Second Notice (“**Final Cure Period**”), or if the cure reasonably requires more than thirty (30) days to complete and there is failure to begin the cure or failure to continue diligently to complete the cure within the thirty (30) day period, the parties may elect to proceed with the Legal Remedies as provided in **Section 12(b)**.

(b) **Legal Remedies.** If the parties are not able to settle the claim or dispute through consultation pursuant to **Section 12(a)** above, following exhaustion of all requisite administrative remedies, if any, the parties may, pursuant to California Civil Code section 815.7, bring an action at law or in equity in a court of competent jurisdiction to seek injunctive relief and/or money damages to enforce the terms of this Conservation Easement. If any party hereto determines that the circumstances require immediate action to prevent or mitigate unreasonable damage to the Conservation Values from a Violation, then that party may pursue its remedies under this **Section 12(b)** without first complying with **Section 12(a)** above.

(c) **Enforcement Discretion.** Enforcement of the terms of this Conservation Easement shall be at the respective discretion of Grantee and STATE and any forbearance to exercise rights of enforcement under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights under this Conservation Easement. No delay or omission in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

(d) **Subject to Appropriation.** The parties hereto agree and acknowledge that any expenditures of money that may be required by the STATE under this Conservation Easement shall be contingent on the appropriation of funds by the Legislature for the specific purpose of STATE complying with its obligations in this Conservation Easement. Any delay or failure of the STATE to perform and comply with its obligations in this Conservation Easement due to funds not being appropriated or being terminated by the Legislature shall not be considered a breach or default of the terms of this Conservation Easement, and STATE shall not be liable in any way due to delay or failure to perform under the terms of this Conservation Easement, including undertaking corrective action and/or restorative action, as a result of the funds not being appropriated or being terminated by the Legislature. Notwithstanding, STATE agrees to make diligent efforts to obtain the necessary budget appropriations in amounts reasonably calculated to support the fulfillment of its obligations under this Conservation Easement as expeditiously as possible. This section only applies to the STATE.

### **13. Indemnification**

(a) **Indemnification of STATE by Grantee.** Other than violation or breach of the terms of this Conservation Easement by STATE Grantee waives all claims against STATE, its agencies, departments, boards, commissions, officers, agents, and employees (collectively “**Indemnitees**”), for loss or damage caused by, arising out of, or in any way connected with the Grantee’s exercise of this Conservation Easement. Grantee shall protect, indemnify, and hold Indemnitees harmless and defend Indemnitees, with counsel selected by Indemnitees, from and against any suits, actions, judgments, legal or administrative proceedings, arbitrations, claims, demands, causes of action, damages, liabilities, interest, reasonable attorneys’ fees, fines, penalties, losses, costs and expenses of whatsoever kind or nature, arising out of, in connection with or incidental to any injury to or the death of any person, or damage to any property arising out of, caused by, or resulting from (in whole or in part) the negligence or willful misconduct of Grantee and/or Grantee’s Representatives and their respective employees, agents and subcontractors on the Property in connection with Grantee’s exercise of this Conservation Easement. Grantee’s duty to defend the Indemnitees is separate from, independent of and free-standing of Grantee’s duty to indemnify the Indemnitees and applies whether the issue of either parties negligence, breach of contract or other fault or obligations has in any way been determined. Grantee’s indemnity obligations under this Agreement shall not extend to that portion of such loss or damage that shall have been caused by any of the Indemnitees’ comparative negligence or willful misconduct. The indemnity set forth in this section shall survive the termination of this Conservation Easement until such time as action against the Indemnitees on account of any matter covered by this indemnity is barred by the applicable statute of limitations.

Grantee shall, further, cause such indemnification in favor of the Indemnitees to be inserted in each contract and/or agreement for the provision of services to Grantee on the Property or entry onto the Property by Grantee’s Representatives. Grantee’s failure to comply with this indemnification provision shall be considered a material breach of this Conservation Easement, however such breach shall not impair the perpetual nature of this Conservation Easement.

The provisions of this **Section 13(a)** shall be inoperative at any time, and for so long as, the fee interest in the Property is owned by an entity other than the STATE, and the indemnification provisions of **Sections 13(b) and 13(c)** shall instead be operative and binding on

such successor fee interest owner (“**Grantor**”); provided, any obligation of Grantee to STATE arising prior to such transfer of the fee interest in the Property from STATE to a non-STATE entity shall survive the transfer.

(b) **Indemnification by Grantor other than the STATE.** Grantor shall hold harmless, indemnify, and defend Grantee and its directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (each a “**Grantee Indemnified Party**” and collectively, the “**Grantee Indemnified Parties**”), from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys’ fees and experts’ fees), causes of action, claims, demands, orders, liens or judgments (each a “**Claim**” and, collectively, “**Claims**”), arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, including but not limited to any such act, omission, condition or other matter occurring in connection with the presence of the general public on the Property, regardless of cause, unless due to the negligence or willful misconduct of any of the Grantee Indemnified Parties while acting upon the authority of Grantee; or (b) Grantor’s obligations specified in this Conservation Easement; or (c) a breach of any of Grantor’s representations or warranties made in this Conservation Easement; or (d) any violation of, or other failure to comply with, any state, federal or local law, regulation or requirement related to the Property, by Grantor, or any entity other than a Grantee Indemnified Party acting upon the authority of Grantee, in any way affecting, involving or relating to the Property; or (e) any Hazardous Substances or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Property at any time, except with respect to any Hazardous Substances placed, disposed or released by a Grantee Indemnified Party acting upon the authority of Grantee, including Claims for injury to or death of any person or physical damage to any Property and for the violation or alleged violation of, or other failure to comply with, any Environmental Requirement. If any action or proceeding is brought against any Grantee Indemnified Party by reason of any such Claim, Grantor shall, at the election of and upon written notice from the applicable Grantee Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Grantee Indemnified Party.

(c) **Indemnification by Grantee to Grantor other than the STATE.** Grantee shall hold harmless, indemnify, and defend Grantor and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (each a **Grantor Indemnified Party** and, collectively, the “**Grantor Indemnified Parties**”), from and against any and all Claims arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, occurring on or about the Property, resulting from the negligence of any Grantee Indemnified Party, while acting on behalf of Grantee; or (b) Grantee’s obligations specified in this Conservation Easement; or (c) any violation of, or other failure to comply with, any state, federal or local law, regulation or requirement, by any Grantee Indemnified Party while acting on behalf of Grantee in any way affecting, involving or relating to the Property. If any action or proceeding is brought against any Grantor Indemnified Party by reason of any such Claim, Grantee shall, at the election of and upon written notice from the applicable Grantor Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Grantor Indemnified Party.

**14. Insurance.** Prior to any entry onto the Property under the terms of this

Conservation Easement by Grantee or Grantee's Representatives, Grantee and Grantee's Representatives shall each, at their own expense, provide STATE evidence of insurance as follows:

a) **Commercial General Liability.** Grantee and Grantee's Representatives shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy must include coverage for liabilities arising out of premises operations, independent contractors, products/completed operations, personal & advertising injury and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee and/or Grantee's Representatives limit of liability. The policy must include: Department of Forestry and Fire Protection, State of California, its officers, agents and employees as additional insureds. This endorsement must be supplied under form acceptable to DGS' Office of Risk and Insurance Management.

b) **Automobile Liability.** Grantee and Grantee's Representatives shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

c) **Workers' Compensation and Employers' Liability.** Grantee and Grantee's Representatives shall maintain statutory workers' compensation and employers' liability for all employees who will be engaged in the performance of any activities and/or work related to the Property as authorized under this Conservation Easement. Employers' liability limits of \$1,000,000 are required. Workers' compensation policy shall contain a waiver of subrogation endorsement in favor of the STATE.

At any time, and for so long as, the fee interest in the Property is owned by an entity other than the STATE, such successor Grantor shall maintain a commercially available general liability policy, or self-insurance, insuring against bodily injury and property damage on the Property in the amount of not less than \$1,000,000 per occurrence \$2,000,000 in aggregate. Grantee shall be named an additional insured on any policy. For any claim covered by the indemnification in **Section 13(b)** above, the liability insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Grantee with respect to Grantee's entries onto the Property pursuant to the Conservation Easement. Grantor waives all rights of subrogation against the Grantee Indemnified Parties for recovery of damages to the extent these damages are covered by insurance maintained pursuant to this Conservation Easement. Grantor shall furnish Grantee with certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Any failure of Grantee to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Grantee to identify a deficiency from evidence that is provided shall not be construed as a waiver of Grantor's obligation to maintain such insurance.

## **15. Grantee Assignment of Conservation Easement.**

(a) **Voluntary Assignment.** In the event that Grantee decides to assign its interest under this Conservation Easement, Grantee shall only assign such interest to an organization that is: (1) qualified to hold a conservation easement under Section 815.3 of the California Civil Code; (2) experienced in holding and monitoring conservation easements on properties similar to the Property; and (3) willing and financially able to assume all of the responsibilities imposed on Grantee under this Conservation Easement. Before assigning its interest under this Conservation Easement, Grantee shall provide STATE and the Sierra Nevada Conservancy (“SNC”) with written notice of such intention to transfer (“**Transfer Notice**”). The Transfer Notice shall identify the proposed assignee and include a description of how the proposed assignee meets the assignee designation criteria set forth in this section. Grantee shall allow SNC, with the consent of STATE, a period of not less than sixty (60) days to approve the proposed assignee, which consent shall not be unreasonably withheld and shall be based on whether the proposed assignee meets the designation criteria specified in this section. If SNC does not approve the proposed assignee, SNC shall provide Grantee with the reasons behind such decision. Notwithstanding, any approved assignment by Grantee of this Conservation Easement to an approved assignee shall not relieve Grantee from any obligations hereunder arising prior to the date of the assignment.

(b) **Involuntary Assignment.** If Grantee ever ceases to exist or no longer qualifies under applicable state law to hold a conservation easement interest, then SNC shall, with the consent of STATE, select an assignee that meets all the designation criteria specified in **Section 15(a)** above. If SNC is unable to identify an assignee that meets all the designation criteria specified in **Section 15(a)** above that is willing to accept such assignment, then SNC shall petition a court of competent jurisdiction to effect a transfer of the Conservation Easement to an organization that meets each of the qualifications criteria in **Subsection 15(a)**. Notwithstanding the foregoing, SNC may elect to serve as such assignee but only on a temporary basis until a permanent assignee can be identified by SNC and/or such transfer is effectuated by a court of competent jurisdiction.

(c) **Conditions of Assignment.** As conditions to any assignment of this Conservation Easement, Grantee and/or the SNC shall: (1) require the assignee to expressly agree in writing to assume Grantee’s obligations hereunder; (2) ensure that assignee has the resources to fulfill its obligations under the Conservation Easement; and (3) not relieve Grantee from any obligations under the Conservation Easement arising prior to the date of the assignment.

(d) **Successor to SNC.** Upon any liquidation or dissolution of SNC, SNC or STATE shall have the right to assign SNC’s rights and obligations under this **Section 15** to another entity that has a conservation mission and level of expertise consistent with that of SNC and sufficient resources and capacity to carry out the obligations of SNC.

(e) **Recording.** Pursuant to California Civil Code section 815.5, any instrument assigning or otherwise transferring this Conservation Easement shall be recorded in the Official Records of the County.

## **16. Subsequent Property Transfers.**

(a) STATE shall disclose the existence of this Conservation Easement in any deed or other legal instrument by which STATE divests itself of a real property interest in all or a portion of the Property, including, without limitation, a leasehold interest. STATE shall notify Grantee in writing not more than thirty (30) days after any grant by STATE to any third party of any interest in any portion of the Property, whether such interest is a fee, easement, lease, or other interest. The failure of STATE to perform any act required by this **Section 16** shall not impair the validity of this Conservation Easement or limit its enforcement in any way or create any obligation on the part of Grantee.

(b) **Release of Fee Title and Demonstration State Forest Status.** In the event that STATE transfers fee title to an unaffiliated third-party not qualified to own and manage a Demonstration State Forest, STATE shall release, relinquish and forever terminate, in a manner that shall be binding upon all successors in interest to the Property, all rights of STATE described in **Sections 6(a) and 6(b)**.

## **17. Extinguishment and Condemnation.**

(a) **Judicial Extinguishment.** If circumstances arise in the future that render the Conservation Purpose impossible or impracticable to accomplish, this Conservation Easement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction, and the amount of the compensation to which Grantee shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property after such termination or extinguishment, shall be determined, unless otherwise provided by California law at the time, in accordance with **Section 17(c)**. Grantee must use any proceeds received under the circumstances described in this section in a manner consistent with the Conservation Purposes, which are exemplified and articulated by the Conservation Easement and contemporaneously prepared exhibits to it and other documentation.

(b) **Condemnation.** If all or any part of the Property is taken by exercise of eminent domain, or acquired by purchase in lieu of condemnation, so as to terminate this Conservation Easement in whole or in part, STATE and Grantee may join in appropriate actions to recover the full value of their respective interests in the Property so taken or purchased, and all direct or incidental resulting damages. All expenses reasonably incurred by the STATE and Grantee in any such action shall be first reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between STATE and Grantee in proportion to their respective interests in the Property, or portion thereof, as established by **Section 17(c)**.

(c) **Valuation.** In accordance with California Civil Code section 815.2, STATE and Grantee acknowledge and agree that this Conservation Easement shall not be deemed personal in nature and shall constitute a real property interest in the Property vested in Grantee upon recording notwithstanding that this Conservation Easement is an obligation, and not a financial asset. For the purpose of **Sections 17(a) and 17(b)**, the fair market value of the Conservation Easement shall be determined as of the time of the extinguishment or termination by an appraisal set forth in a written report prepared and signed by an appropriately licensed or certified real estate appraiser in good standing pursuant to Part 3 (commencing with Section 11300) of Division 4 of the Business and Professions Code and its implementing regulations, Title 10 Section 3701 of the California Code of Regulations, the California Department of General

Services Appraisal Specifications, and shall conform to the Uniform Standards of Professional Appraisal Practice. STATE and Grantee shall mutually agree on the appraiser and shall share equally in the costs of preparing the appraisal report. The fair market value as set forth in the appraisal report is subject to the approval of the California Department of General Services.

(d) **No Merger.** Due to the Conservation Purpose of the Conservation Easement, it is the intent of STATE and Grantee that notwithstanding the provisions of Civil Code Section 811, any time the fee title to all or any portion of the Property is vested in an entity, including STATE, which also holds this Conservation Easement, the interest in the Conservation Easement shall not merge into the fee title (whether by operation of law or otherwise), and the Conservation Easement shall remain in full force and effect as to all portions of the Property, until and unless explicitly terminated by judicial proceedings (and then, only to the extent so terminated).

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

**If to STATE:**

California Department of Forestry and Fire Protection  
P.O. Box 944246  
Sacramento, CA 94244  
Attn: State Forests Program Manager

With a copy to:

Department of General Services  
707 Third Street, 5<sup>th</sup> Floor (MS 505)  
West Sacramento, CA 95605  
Attn: RESD/RPSS--Acquisitions Unit

**If to Grantee:**

Shasta Land Trust  
P.O. Box 992026  
Redding, CA 96099-2026  
Attn: Executive Director

**If to Sierra Nevada Conservancy:**

Sierra Nevada Conservancy  
11521 Blocker Drive, Suite 205  
Auburn, CA 95603

Attn: Executive Director

The date of any notice or communication shall be deemed to be the date of receipt if delivered personally, or the date of the receipt or refusal of delivery if transmitted by mail or overnight courier. Any party may change the address for notice by giving notice to the other party in accordance with this **Section 18**.

**19. Amendment.** This Conservation Easement may be amended by STATE and Grantee or their respective successors and assigns, by mutual written agreement of STATE and Grantee. STATE and Grantee shall have no right to amend **Sections 2 or 3** hereof without the written consent of PG&E in its sole and absolute discretion. Without limiting the scope of the aforementioned power to amend, the parties anticipate that future amendments may be necessary to reflect corrections to the boundary line that may result in the removal of portion(s) of the Property from the encumbrance of this Conservation Easement, clarifications, and corrections to the Conservation Easement and agree to mutually cooperate in good faith to accomplish such future amendments, to the extent such amendments are to clarify the terms of this Conservation Easement and do not significantly impair the Conservation Values. Any such amendment shall be consistent with the Conservation Purpose of this Conservation Easement and shall not affect its perpetual duration, and Grantee shall promptly record the amendment in the official records of the County, and shall thereafter promptly provide a conformed copy of the recorded amendment to STATE.

Notwithstanding the foregoing, STATE and Grantee have no right or power to consent to any action or agree to any amendment of this Conservation Easement that would result in significant impairment of the Conservation Values or limit the term or result in termination of the Conservation Easement, or adversely affect the qualification of the Conservation Easement as a conservation easement under California Civil Code section 815 et seq. or the status of Grantee as an entity authorized to acquire and hold conservation easements under California Civil Code section 815.3. Any amendment to this Conservation Easement shall comply with California Civil Code section 815 et seq. and other Applicable Laws.

**20. General Provisions.**

(a) **Governing Law.** This Conservation Easement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

(b) **No Public Dedication.** Nothing contained in this Conservation Easement shall be deemed to be a gift or dedication of any portion of the Property to the general public.

(c) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of Grantee to effect the purposes of this Conservation Easement and the policy and purpose of California Civil Code section 815 et seq. If any provision in this Conservation Easement is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement which recognizes the PG&E Reserved Rights and the PG&E Easement Reserved Rights (as described in **Sections 2 and 3 above**), and STATE's Reserved Rights and that would render the provision valid shall be favored over any interpretation that would render it invalid.



(d) **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 Conservation Easement.

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

(f) **Entire Agreement.** This Conservation 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.

(g) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of STATE's title in any respect.

(h) **Successors.** The Conservation Easement shall be a servitude running with the land in perpetuity. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns and shall continue as a servitude running with the Property.

(i) **Recordation.** Grantee shall promptly record this Conservation Easement in the official records of the County, and shall thereafter promptly provide a conformed copy of the recorded Conservation Easement to STATE. Grantee may re-record at any time as may be required to preserve its rights in this Conservation Easement.

(j) **Termination of Rights and Obligations.** Except as otherwise stated herein, a party's rights and obligations under this Conservation 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.

(k) **Captions.** The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

(l) **List of Exhibits.** The following exhibits are attached hereto and

incorporated herein:

<u>Exhibit A</u>	Legal Description of the Property
<u>Exhibit B</u>	Property Maps
<u>Exhibit C</u>	Form of Grant Deed
<u>Exhibit D</u>	Form of Utility Facility Access, Operation and Maintenance Easement
<u>Exhibit E</u>	Express Third-Party Uses and Third Party Use Agreements
<u>Exhibit F</u>	Development Envelope Legal Description
<u>Exhibit G</u>	Development Envelope Map

(m) **Counterparts.** This Conservation 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.

*//signatures follow on next page//*

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

**STATE:**

**AUTHORIZED PER GOVERNMENT CODE  
§14666**

STATE OF CALIFORNIA  
Department of General Services

By: \_\_\_\_\_  
Michael P. Butler, Chief  
Real Property Services Section

Dated: \_\_\_\_\_

**APPROVAL PER GOVERNMENT CODE  
§14666**

STATE OF CALIFORNIA  
Department of Forestry and Fire Protection

By: \_\_\_\_\_  
Matthew Reischman  
Deputy Director, Resource Management

Dated: \_\_\_\_\_

**GRANTEE:**

SHASTA LAND TRUST,  
a California nonprofit public benefit corporation

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**ACCEPTANCE OF CONDITIONAL RIGHT OF ENFORCEMENT**

**The Sierra Nevada Conservancy, a subdivision of the California Natural Resources Agency, hereby acknowledges and accepts the conditional enforcement rights set forth in Section 15 hereof.**

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

[Need Notary Acknowledgement to record]

**EXHIBIT A**

Legal Description of the Property

[Attached Behind this Page]

**EXHIBIT A**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

**PARCEL 1:**

LCP ID #0013 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 145, PAGE 186 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION FIVE (5), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5; THENCE NORTH 89°11'13" WEST, A DISTANCE OF 1,688.28 FEET, MORE OR LESS, TO A POINT FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, BEARS SOUTH 54°46'45" EAST, A DISTANCE OF 3,653.19 FEET; THENCE SOUTH 46°08'51" WEST, A DISTANCE OF 143.40 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THAT PARCEL DESCRIBED IN VOLUME 206 OF OFFICIAL RECORDS AT PAGE 306, SHASTA COUNTY RECORDS, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 2:**

LCP ID #0014 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 128, PAGE 85 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION EIGHT (8), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 55°44'18" EAST, A DISTANCE OF 174.38 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 7, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, BEARS NORTH 67°23'28" WEST, A DISTANCE OF 1,581.20 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 232.24 FEET;

THENCE SOUTH 68°38'06" EAST, A DISTANCE OF 71.69 FEET;

THENCE SOUTH 33°07'19" EAST, A DISTANCE OF 140.89 FEET;

THENCE SOUTH 52°43'21" EAST, A DISTANCE OF 181.06 FEET;

THENCE SOUTH 73°36'50" EAST, A DISTANCE OF 156.50 FEET;

THENCE NORTH 78°27'52" EAST, A DISTANCE OF 97.31 FEET;

THENCE NORTH 44°36'08" EAST, A DISTANCE OF 114.37 FEET;

THENCE NORTH 80°06'34" EAST, A DISTANCE OF 161.79 FEET;

THENCE SOUTH 89°04'53" EAST, A DISTANCE OF 229.88 FEET;

THENCE NORTH 66°18'00" EAST, A DISTANCE OF 113.66 FEET;

THENCE NORTH 40°13'41" EAST, A DISTANCE OF 157.02 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 46.92 FEET;

THENCE SOUTH 25°23'36" EAST, A DISTANCE OF 152.26 FEET;

THENCE SOUTH 00°17'43" WEST, A DISTANCE OF 644.60 FEET;

THENCE SOUTH 89°59'50" EAST, A DISTANCE OF 1,254.02 FEET;

THENCE SOUTH 00°21'03" WEST, A DISTANCE OF 164.33 FEET;

THENCE SOUTH 65°06'44" EAST, A DISTANCE OF 1124.62 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 8, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 3:**

LCP ID #0015 PORTION

APN 022-080-001 PORTION, 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 5, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER, THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER, AND THE NORTHWEST ONE-QUARTER OF SECTION FIVE (5), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, THENCE ALONG THE SOUTHERLY LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5, NORTH 89°48'58" WEST, A DISTANCE OF 277.65 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 10°20'07" EAST, A DISTANCE OF 469.46 FEET, MORE OR LESS, TO A POINT FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5 BEARS SOUTH 22°41'05" EAST, A DISTANCE OF 501.53 FEET; THENCE SOUTH 84°29'45" WEST, A DISTANCE OF 574.48 FEET; THENCE NORTH 41°45'42" WEST, A DISTANCE OF 814.65 FEET TO A POINT IN THE WESTERLY LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 4:**

LCP ID #0016 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 144, PAGE 154 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA.



**EXCEPTING THEREFROM** ALL THAT PORTION DESCRIBED IN VOLUME 206, PAGE 306, OFFICIAL RECORDS OF SHASTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THAT CERTAIN PARCEL OF LAND, SITUATE IN SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, M.D.B. & M. , BOUNDED BY A LINE WHICH BEGINS AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY ROY HAYS ET AL, TO MT. SHASTA POWER CORPORATION BY DEED DATED NOVEMBER 3, 1919 AND RECORDED IN BOOK 144 OF DEEDS AT PAGE 154, RECORDS OF SAID SHASTA COUNTY, AND RUNS THENCE SOUTH 5°07'55" WEST, ALONG THE WESTERLY BOUNDARY LINE OF THE LAST MENTIONED PARCEL OF LAND, 1327.57 FEET TO THE SOUTHWEST CORNER OF THE LAST MENTIONED PARCEL OF LAND; THENCE SOUTH 89°50'29" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, 823.98 FEET; THENCE NORTH 2°10'16" EAST 1610.87 FEET THENCE NORTH 67°28' WEST 950.02 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 2°39'30" WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 648.62 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 89°27'18" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6, 141.32 FEET TO THE POINT OF BEGINNING, CONTAINING 33.593 ACRES.

**ALSO EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 89°11'13" WEST, A DISTANCE OF 1,688.28 FEET, MORE OR LESS, TO A POINT FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, BEARS SOUTH 54°46'45" EAST, A DISTANCE OF 3,653.19 FEET; THENCE SOUTH 46°08'51" WEST, A DISTANCE OF 143.40 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THAT PARCEL DESCRIBED IN VOLUME 206 OF OFFICIAL RECORDS AT PAGE 306, SHASTA COUNTY RECORDS, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 5:**

LCP ID #0017 PORTION

APN 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 9, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 2, PAGE 471 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHEAST ONE-QUARTER AND NORTHEAST ONE-QUARTER OF NORTHWEST ONE-QUARTER OF SECTION NINE (9), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9, NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTHERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 6:**

LCP ID #0018 PORTION

APN 022-110-005 PORTION, 022-080-020 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 9 AND SECTION 16, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 106, PAGE 549 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

ALL OF THE SOUTHEAST ONE-QUARTER OF SECTION NINE (9) LYING ON THE SOUTHERLY SIDE OF PIT RIVER; THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST

ONE-QUARTER, AND THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION SIXTEEN (16), ALL IN TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9 NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST ONE-QUARTER, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 7:**

LCP ID #0022

APN 022-080-012

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 172, PAGE 416 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER AND THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION SEVEN (7), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 8:**

LCP ID #0023 PORTION

APN 022-080-001 PORTION, 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THOSE LANDS DESCRIBED IN VOLUME 132, PAGE 337 OF DEEDS OF THE COUNTY OF SHASTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT IN THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8, THENCE SOUTH  $51^{\circ}48'04''$  EAST, A DISTANCE OF 1,636.30 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 8, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, BEARS NORTH  $29^{\circ}55'14''$  WEST, A DISTANCE OF 2,619.67 FEET; THENCE SOUTH  $87^{\circ}25'04''$  EAST, A DISTANCE OF 1,406.90 FEET TO THE EASTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8; THENCE ALONG SAID EASTERLY LINE NORTH  $01^{\circ}53'00''$  EAST, A DISTANCE OF 207.81 FEET; THENCE LEAVING SAID EASTERLY LINE, NORTH  $06^{\circ}49'59''$  WEST, A DISTANCE OF 1,027.68 FEET, MORE OR LESS, TO A POINT FROM WHICH SAID NORTH ONE-QUARTER CORNER BEARS NORTH  $66^{\circ}55'59''$  WEST, A DISTANCE OF 2,822.38 FEET; THENCE NORTH  $54^{\circ}37'44''$  EAST, A DISTANCE OF 195.66 FEET TO THE EASTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 8; THENCE ALONG SAID EASTERLY LINE, NORTH  $01^{\circ}53'00''$  EAST, A DISTANCE OF 1,181.97 FEET TO THE NORTHEAST CORNER OF SAID SECTION 8; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 8, SOUTH  $86^{\circ}08'11''$  WEST, A DISTANCE OF 2,801.49 FEET TO SAID NORTH ONE-QUARTER CORNER; THENCE ALONG THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8, SOUTH  $00^{\circ}56'45''$  EAST, A DISTANCE OF 1,258.81 FEET, MORE OR LESS, TO THE **POINT OF BEGINNING**.

**EXCEPTING THEREFROM** THOSE LANDS DESCRIBED IN A DEED APPROVED BY THE SECRETARY OF THE INTERIOR OF THE UNITED STATES OF AMERICA ON FEBRUARY 21, 1914, AND RECORDED IN THE INDIAN OFFICE DEED BOOK, INHERITED INDIAN LANDS, VOLUME 30, PAGE 237 IN THE OFFICE OF THE COMMISSIONER OF INDIAN AFFAIRS.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 9:**

LCP ID #0024 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 144, PAGE 424 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION SIX (6), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION DESCRIBED IN VOLUME 206, PAGE 306, OFFICIAL RECORDS OF SHASTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THAT CERTAIN PARCEL OF LAND, SITUATE IN SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, M.D.B. & M. , BOUNDED BY A LINE WHICH BEGINS AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY ROY HAYS ET AL, TO MT. SHASTA POWER CORPORATION BY DEED DATED NOVEMBER 3, 1919 AND RECORDED IN BOOK 144 OF DEEDS AT PAGE 154, RECORDS OF SAID SHASTA COUNTY, AND RUNS THENCE SOUTH 5°07'55" WEST, ALONG THE WESTERLY BOUNDARY LINE OF THE LAST MENTIONED PARCEL OF LAND, 1327.57 FEET TO THE SOUTHWEST CORNER OF THE LAST MENTIONED PARCEL OF LAND; THENCE SOUTH 89°50'29" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, 823.98 FEET; THENCE NORTH 2°10'16" EAST 1610.87 FEET THENCE NORTH 67°28' WEST 950.02 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 2°39'30" WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 648.62 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 89°27'18" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6, 141.32 FEET TO THE POINT OF BEGINNING, CONTAINING 33.593 ACRES.

**PARCEL 10:**

LCP ID #0025 PORTION

APN 022-080-020 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 5, PAGE 216 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION NINE (9), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9 NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;



THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST ONE-QUARTER, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 11:**

LCP ID #0028

APN 021-270-010

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 144, PAGE 86 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT THE ONE-QUARTER SECTION CORNER COMMON TO SECTION THIRTY-SIX (36), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AND SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN AND RUNNING THENCE SOUTH ALONG THE LINE COMMON TO THE ABOVE MENTIONED SECTIONS 500 FEET; THENCE AT A RIGHT ANGLE WEST 900 FEET; THENCE AT A RIGHT ANGLE NORTH 500 FEET TO THE LINE DIVIDING THE NORTH ONE-HALF OF SAID SECTION THIRTY-SIX (36) FROM THE SOUTH ONE-HALF OF SAID SECTION THIRTY-SIX (36); AND THENCE EASTERLY ALONG SAID LAST MENTIONED LINE 900 FEET TO THE POINT OF BEGINNING AND BEING A PORTION OF THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION THIRTY-SIX (36) AFORESAID.

**PARCEL 12:**

LCP ID #0029

APN 022-330-006 PORTION, 022-330-011 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER; THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER; THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER; AND THE EAST HALF OF THE SOUTHWEST ONE-QUARTER; ALL IN SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM THE FOLLOWING:**

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY A CALIFORNIA CORPORATION TO THE UNITED STATES OF AMERICA, AS RECORDED IN BOOK 2457, PAGE 358 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY A CALIFORNIA CORPORATION TO INDIAN SPRINGS SCHOOL DISTRICT OF SHASTA COUNTY, AS RECORDED IN BOOK 439, PAGE 301 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM MT. SHASTA POWER CORPORATION TO GEORGE GRIDER AND ANNIE L. GRIDER, HIS WIFE, AS RECORDED IN BOOK 146, PAGE 316 OF DEED RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM MT. SHASTA POWER CORPORATION TO GEORGE GRIDER AND ANNIE L. GRIDER, HIS WIFE, AS RECORDED IN BOOK 157, PAGE 325 OF DEED RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY A CALIFORNIA CORPORATION TO INDIAN SPRINGS SCHOOL DISTRICT OF SHASTA COUNTY, AS RECORDED IN BOOK 2850, PAGE 574 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA.

**PARCEL 13:**

LCP ID #0030

APN 022-330-011 PORTION, 022-330-006 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 149, PAGE 166 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 14:**

LCP ID #0031

APN 022-330-006 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 151, PAGE 482 OF DEEDS, OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY BOUNDARY LINE OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, FROM WHICH AN OAK POST IDENTIFIED AS THE WEST ONE-QUARTER CORNER OF SAID SECTION THIRTY-ONE (31), BEARS SOUTH 72°42' WEST 1,162.0 FEET DISTANT AND RUNNING THENCE ALONG SAID NORTHERLY BOUNDARY LINE NORTH 89°26 1/4' EAST 1,204.3 FEET; THENCE LEAVING SAID NORTHERLY BOUNDARY LINE NORTH 55°45' WEST 135.9 FEET; THENCE SOUTH 85°17 1/2' WEST 161.6 FEET; THENCE NORTH 81°57 1/2' WEST 139.1 FEET; THENCE NORTH 71°40 1/2' WEST 96.4 FEET; THENCE NORTH 77°56' WEST 133.2 FEET; THENCE SOUTH 74°07' WEST 212.1 FEET; THENCE SOUTH 78°39 1/2' WEST 302.1 FEET; THENCE SOUTH 63°41' WEST 79.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**PARCEL 15:**

LCP ID #0032

APN 022-330-006 PORTION, 022-330-011 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION THIRTY-ONE (31) AND SECTION THIRTY-TWO (32), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 226 OF PATENTS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION THIRTY-ONE (31) AND THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST

ONE-QUARTER OF SECTION THIRTY-TWO (32) ALL IN TOWNSHIP 37 NORTH,  
RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN,

**ALSO**, ALL THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF THE  
SOUTHEAST ONE-QUARTER OF SAID SECTION THIRTY-ONE (31), LYING  
WESTERLY OF THAT PARCEL AS RECORDED IN BOOK 805, PAGE 356 OF OFFICIAL  
RECORDS OF THE COUNTY OF SHASTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE THREE-QUARTER INCH PIPE IN A ROCK MOUND MARKING  
THE SOUTHEAST CORNER OF SAID SECTION THIRTY-ONE (31), AND RUNNING  
THENCE NORTH 5°07'30" WEST 1,305.3 FEET ALONG THE EASTERLY BOUNDARY  
LINE OF SAID SECTION THIRTY-ONE (31) TO A POINT IN A FENCE;  
THENCE NORTH 88°28' WEST 146.4 FEET ALONG SAID FENCE TO A POINT IN A  
FENCE WHICH EXTENDS IN A NORTHERLY AND SOUTHERLY DIRECTION;  
THENCE SOUTH 0°58'30" WEST 1,309.4 FEET ALONG THE LAST MENTIONED FENCE  
AND ITS SOUTHERLY PROLONGATION TO A POINT IN THE SOUTHERLY  
BOUNDARY LINE OF SAID SECTION THIRTY-ONE (31); THENCE NORTH 88°57'30"  
EAST 285.3 FEET, MORE OR LESS, ALONG THE SOUTHERLY BOUNDARY LINE OF  
SAID SECTION THIRTY-ONE (31) TO THE POINT OF BEGINNING AND BEING A  
PORTION OF SAID SECTION THIRTY-ONE (31).

**PARCEL 16:**

LCP ID #0033

APN 022-090-002 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF  
SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN,  
AS RECORDED IN VOLUME 139, PAGE 378 OF DEEDS OF THE COUNTY OF SHASTA, STATE  
OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOT FIVE (5) OF SECTION SIX (6), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT  
DIABLO BASE AND MERIDIAN.

**PARCEL 17:**

LCP ID #0034

APN 022-110-001

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF  
SECTION 18, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND  
MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 220 OF OFFICIAL RECORDS OF THE  
COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED  
THEREIN AS FOLLOWS:

LOTS 1 AND 2 OF THE NORTHWEST ONE-QUARTER AND THE EAST ONE-HALF OF  
THE NORTHWEST ONE-QUARTER OF SECTION EIGHTEEN (18), TOWNSHIP 36  
NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 18:**

LCP ID #0038 PORTION

APN 022-080-002 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 5, SECTION 7, AND SECTION 8 OF TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 126, PAGE 311 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION FIVE (5), THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION SEVEN (7), AND THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION EIGHT (8), ALL IN TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5.

**ALSO EXCEPTING THEREFROM** THOSE PORTIONS OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7 AND THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 8 LYING NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7; THENCE NORTH 55°44'18" EAST, A DISTANCE OF 174.38 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 7, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, BEARS NORTH 67°23'28" WEST, A DISTANCE OF 1,581.20 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 232.24 FEET;

THENCE SOUTH 68°38'06" EAST, A DISTANCE OF 71.69 FEET;

THENCE SOUTH 33°07'19" EAST, A DISTANCE OF 140.89 FEET;

THENCE SOUTH 52°43'21" EAST, A DISTANCE OF 181.06 FEET;

THENCE SOUTH 73°36'50" EAST, A DISTANCE OF 156.50 FEET;

THENCE NORTH 78°27'52" EAST, A DISTANCE OF 97.31 FEET;

THENCE NORTH 44°36'08" EAST, A DISTANCE OF 114.37 FEET;

THENCE NORTH 80°06'34" EAST, A DISTANCE OF 161.79 FEET;

THENCE SOUTH 89°04'53" EAST, A DISTANCE OF 229.88 FEET;

THENCE NORTH 66°18'00" EAST, A DISTANCE OF 113.66 FEET;

THENCE NORTH 40°13'41" EAST, A DISTANCE OF 157.02 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 46.92 FEET;

THENCE SOUTH 25°23'36" EAST, A DISTANCE OF 152.26 FEET;

THENCE SOUTH 00°17'43" WEST, A DISTANCE OF 644.60 FEET;

THENCE SOUTH 89°59'50" EAST, A DISTANCE OF 1,254.02 FEET;

THENCE SOUTH 00°21'03" WEST, A DISTANCE OF 164.33 FEET;

THENCE SOUTH 65°06'44" EAST, A DISTANCE OF 1124.62 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8, SAID POINT BEING THE **POINT OF TERMINATION**.

**ALSO EXCEPTING THEREFROM** THAT PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 8, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, THENCE ALONG THE NORTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8 NORTH 89°48'58" WEST, A DISTANCE OF 277.65 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 10°20'07" WEST, A DISTANCE OF 910.89 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 8 BEARS NORTH 26°13'44" EAST, A DISTANCE OF 997.98 FEET; THENCE SOUTH 51°48'04" EAST, A DISTANCE OF 587.68 FEET TO A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 19:**

LCP ID #0041 PORTION

APN 022-080-020 PORTION, 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE WEST ONE-HALF OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION NINE (9), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9 NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST ONE-QUARTER, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 20:**

LCP ID #0043

APN 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 157, PAGE 438 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:



THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 21:**

LCP ID #0044

APN 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE EAST ONE-HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, AND THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 22:**

LCP ID #0045

APN 021-200-005 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 104, PAGE 457 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOT FOUR (4) OF SECTION TWO (2), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 23:**

LCP ID #0046 PORTION

APN 021-200-002, 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE WEST ONE-HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 222 OF PATENTS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** A STRIP OF LAND 40.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 53 OF LAND SURVEYS AT PAGE 22, SHASTA COUNTY RECORDS, FROM WHICH THE SOUTHWEST CORNER THEREOF BEARS NORTH

89°45'53" WEST, A DISTANCE OF 2,637.47 FEET (*SHOWN AS NORTH 88°42'35" WEST, 2,638.07 FEET ON SAID MAP*); THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 3, NORTH 89°45'53" WEST, A DISTANCE OF 1,784.17 FEET TO THE POINT OF INTERSECTION WITH AN EXISTING POLE LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID EXISTING POLE LINE NORTH 2°01'50" EAST, A DISTANCE OF 2,548.32 FEET; THENCE NORTH 5°53'30" WEST, A DISTANCE OF 1,462.01 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3, SAID POINT BEING THE **POINT OF TERMINATION**.

THE SIDELINES OF SAID 40.00-FOOT STRIP ARE TO BE LENGTHENED OR SHORTENED SO AS TO BEGIN AT THE SOUTHERLY LINE OF THE SOUTHWEST ONE-QUARTER AND TERMINATE AT THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 24:**

LCP ID #0047 PORTION

APN 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** A STRIP OF LAND 40.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 53 OF LAND SURVEYS AT PAGE 22, SHASTA COUNTY RECORDS, FROM WHICH THE SOUTHWEST CORNER THEREOF BEARS NORTH 89°45'53" WEST, A DISTANCE OF 2,637.47 FEET (*SHOWN AS NORTH 88°42'35" WEST, 2,638.07 FEET ON SAID MAP*); THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 3, NORTH 89°45'53" WEST, A DISTANCE OF 1,784.17 FEET TO THE POINT OF INTERSECTION WITH AN EXISTING POLE LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID EXISTING POLE LINE NORTH 2°01'50" EAST, A DISTANCE OF 2,548.32 FEET; THENCE NORTH 5°53'30" WEST, A DISTANCE OF 1,462.01 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3, SAID POINT BEING THE **POINT OF TERMINATION**.

THE SIDELINES OF SAID 40.00-FOOT STRIP ARE TO BE LENGTHENED OR SHORTENED SO AS TO BEGIN AT THE SOUTHERLY LINE OF THE SOUTHWEST ONE-QUARTER AND TERMINATE AT THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 25:**

LCP ID #0048 PORTION

APN 021-200-004 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 182, PAGE 106 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, AND THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 53 OF LAND SURVEYS AT PAGE 22, SHASTA COUNTY RECORDS, FROM WHICH THE SOUTHWEST CORNER THEREOF BEARS NORTH 89°45'53" WEST, A DISTANCE OF 2,637.47 FEET (*SHOWN AS NORTH 88°42'35" WEST, 2,638.07 FEET ON SAID MAP*); THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 3, NORTH 89°45'53" WEST, A DISTANCE OF 946.47 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 51°06'34" EAST, A DISTANCE OF 512.14 FEET;

THENCE NORTH 82°59'09" EAST, A DISTANCE OF 545.49 FEET;

THENCE NORTH 65°12'25" EAST, A DISTANCE OF 906.30 FEET;

THENCE NORTH 70°48'31" EAST, A DISTANCE OF 818.92 FEET;

THENCE SOUTH 75°03'34" EAST, A DISTANCE OF 601.06 FEET;

THENCE SOUTH 55°25'26" EAST, A DISTANCE OF 561.11 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF SAID SECTION 3, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 26:**

LCP ID #0050

APN 021-200-005 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 111, PAGE 486 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOT THREE (3) OF SECTION TWO (2), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 27:**

LCP ID #0051

APN 021-120-008 PORTION, 021-200-005 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 1 WEST AND IN THE SOUTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 134, PAGE 118 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOTS ONE (1) AND TWO (2) OF THE NORTHEAST QUARTER OF SECTION TWO (2), TOWNSHIP 36 NORTH, RANGE 1 WEST AND THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, ALL IN MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 28:**

LCP ID #0052

APN 021-120-008 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 111, PAGE 502 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 29:**

LCP ID #0053

APN 021-120-008 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHEAST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER, AND THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 30:**

LCP ID #0054

APN 021-120-004 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTH ONE-HALF OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 232 OF PATENTS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER, AND THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION TWENTY-SIX (26), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 31:**

LCP ID #0055

APN 021-120-004 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION TWENTY-FIVE (25), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 32:**

LCP ID #0056

APN 021-120-008 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 157, PAGE 438 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 33:**

LCP ID #0065

APN 021-200-021

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 172, PAGE 416 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 34:**

LCP ID #0067 PORTION

APN 021-200-022 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 140, PAGE 156 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE WEST ONE-HALF OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION TWELVE (12), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 30 OF LAND SURVEYS AT PAGE 72, SHASTA COUNTY RECORDS,

FROM WHICH THE NORTHWEST CORNER THEREOF BEARS NORTH 89°49'09" WEST, A DISTANCE OF 1,318.94 FEET (*SHOWN AS NORTH 89°43'40" WEST, 1,319.77 FEET*); THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST ONE-QUARTER, SOUTH 00°19'26" EAST, A DISTANCE OF 200.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID EASTERLY LINE, THE FOLLOWING COURSES:

SOUTH 89°49'09" EAST, A DISTANCE OF 285.53 FEET;

THENCE NORTH 22°57'11" EAST, A DISTANCE OF 491.12 FEET;

THENCE NORTH 68°52'33" EAST, A DISTANCE OF 602.07 FEET;

THENCE SOUTH 40°13'10" EAST, A DISTANCE OF 109.18 FEET;

THENCE EASTERLY, A DISTANCE OF 863.35 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 131°54'38";

THENCE NORTH 07°52'12" EAST, A DISTANCE OF 60.82 FEET;

THENCE NORTHEASTERLY, A DISTANCE OF 135.27 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 77°30'14";

THENCE NORTH 85°22'26" EAST, A DISTANCE OF 137.16 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 12, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 35:**

LCP ID #0068 PORTION

APN 021-200-032 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 12, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 73, PAGE 104 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER, THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, AND THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION TWELVE (12), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE NORTHERLY 200.00 FEET OF THE EASTERLY 250.00 FEET OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12.

**PARCEL 36:**

LCP ID #0074 PORTION

APN 021-250-003 PORTION, 021-250-007 PORTION, 021-250-009 PORTION,  
022-130-015, 027-020-005 PORTION, 027-020-014, 027-020-015, 027-110-011,  
027-180-012, 027-280-006

THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF SHASTA, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS DESCRIBED IN THAT DEED RECORDED IN VOLUME 14 OF OFFICIAL RECORDS AT PAGE 220, SHASTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 AND 2 OF THE NORTHWEST ONE-QUARTER AND THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER AND THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

LOTS 1, 2, 7, 8, 9, AND 10, THE SOUTHWEST ONE-QUARTER, AND THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION ONE (1), LOTS 1, 2, 7, 8, AND 9, THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, AND THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION TWO (2); AND THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION TWELVE (12), ALL IN TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

ALL OF SECTION TWENTY-SIX (26) (**EXCEPT** THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER THEREOF), ALL OF SECTION THIRTY-FIVE (35), AND THE SOUTH ONE-HALF OF SECTION THIRTY-SIX (36), ALL IN TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THAT PORTION OF SAID SECTIONS TWENTY-SIX (26) AND THIRTY-FIVE (35) LYING WESTERLY OF THE CENTERLINE OF BIG BEND ROAD AND COVE ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 26 FROM WHICH THE NORTHEAST CORNER THEREOF BEARS SOUTH 89°44'48" EAST, A DISTANCE OF 5,343.73 FEET; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION TWENTY-SIX (26), SOUTH 89°44'48" EAST, A DISTANCE OF 1,654.17 FEET TO A POINT ON THE CENTERLINE OF BIG BEND ROAD, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG THE CENTERLINE OF BIG BEND ROAD THE FOLLOWING COURSES:



SOUTHERLY ALONG A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS SOUTH 69°20'42" EAST, A RADIAL DISTANCE OF 4,000.00 FEET THROUGH A CENTRAL ANGLE OF 03°01'08", A DISTANCE OF 210.77 FEET;

THENCE SOUTH 17°38'09" WEST, A DISTANCE OF 435.57 FEET;

THENCE SOUTH 18°43'15" WEST, A DISTANCE OF 817.62 FEET;

THENCE SOUTHERLY, A DISTANCE OF 82.20 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 06°43'40";

THENCE SOUTH 25°26'55" WEST, A DISTANCE OF 272.28 FEET;

THENCE SOUTHERLY, A DISTANCE OF 215.15 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 17°36'38";

THENCE SOUTH 07°50'17" WEST, A DISTANCE OF 119.14 FEET;

THENCE CONTINUING SOUTH 07°50'17" WEST, A DISTANCE OF 330.55 FEET;

THENCE SOUTH 09°47'30" WEST, A DISTANCE OF 737.21 FEET;

THENCE SOUTHERLY, A DISTANCE OF 386.04 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2,500.00 FEET AND A CENTRAL ANGLE OF 08°50'50";

THENCE SOUTHERLY, A DISTANCE OF 299.96 FEET ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 5,000.00 FEET AND A CENTRAL ANGLE OF 03°26'14";

THENCE SOUTHERLY, A DISTANCE OF 267.65 FEET ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,500.00 FEET AND A CENTRAL ANGLE OF 10°13'25";

THENCE SOUTH 25°25'31" WEST, A DISTANCE OF 343.59 FEET;

THENCE SOUTHERLY, A DISTANCE OF 158.11 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 09°03'32";

THENCE SOUTHERLY, A DISTANCE OF 634.87 FEET ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 2,500.00 FEET AND A CENTRAL ANGLE OF 14°33'01";

THENCE SOUTH 01°48'58" WEST, A DISTANCE OF 495.89 FEET;

THENCE SOUTH 00°36'57" WEST, A DISTANCE OF 365.42 FEET;

THENCE SOUTHERLY, A DISTANCE OF 182.51 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 10°27'26";

THENCE SOUTH 09°50'29" EAST, A DISTANCE OF 469.89 FEET;

THENCE SOUTH 09°13'32" EAST, A DISTANCE OF 428.71 FEET;

THENCE SOUTHERLY, A DISTANCE OF 267.65 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5,000.00 FEET AND A CENTRAL ANGLE OF 03°04'02";

THENCE SOUTH 06°09'31" EAST, A DISTANCE OF 357.88 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 528.64 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 48°51'12";

THENCE SOUTHEASTERLY, A DISTANCE OF 186.87 FEET ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,300.00 FEET AND A CENTRAL ANGLE OF 08°14'10";

THENCE SOUTH 46°46'32" EAST, A DISTANCE OF 150.99 FEET TO THE POINT OF INTERSECTION WITH COVE ROAD, THENCE ALONG THE CENTERLINE OF COVE ROAD THE FOLLOWING COURSES:

THENCE SOUTH 57°11'01" WEST, A DISTANCE OF 335.42 FEET;

THENCE SOUTHWESTERLY, A DISTANCE OF 152.19 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 29°03'57";

THENCE SOUTH 28°07'03" WEST, A DISTANCE OF 210.32 FEET;

THENCE SOUTHERLY, A DISTANCE OF 481.96 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 27°36'51";

THENCE SOUTH 00°30'13" WEST, A DISTANCE OF 211.23 FEET;

THENCE SOUTHERLY, A DISTANCE OF 96.53 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 11°03'41";

THENCE SOUTH 11°33'54" WEST, A DISTANCE OF 244.98 FEET TO THE POINT OF INTERSECTION WITH AN EXISTING LINE OF TOWERS, SAID POINT HEREINAFTER REFERRED TO AS **POINT "A"**;

THENCE SOUTH 11°33'54" WEST, A DISTANCE OF 177.60 FEET;

THENCE SOUTH 13°18'44" WEST, A DISTANCE OF 558.37 FEET;

THENCE SOUTHERLY, A DISTANCE OF 31.35 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,000.00 FEET AND A CENTRAL ANGLE OF 00°53'54" TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 35, SAID POINT BEING THE **POINT OF TERMINATION**.

**ALSO EXCEPTING THEREFROM**, A STRIP OF LAND 120.00 FEET WIDE, LYING WITHIN SAID SECTIONS 2 AND 35, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT AFORESAID POINT "A"; THENCE ALONG SAID CENTERLINE LINE OF TOWERS THE FOLLOWING COURSES: SOUTH 88°40'15" EAST, A DISTANCE OF 749.00 FEET; THENCE SOUTH 68°13'05" EAST, A DISTANCE OF 4,367.56 FEET; THENCE SOUTH 88°55'27" EAST, A DISTANCE OF 158.14 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SECTION 2, SAID POINT BEING THE **POINT OF TERMINATION**.

**ALSO EXCEPTING THEREFROM** A PORTION OF SAID SECTIONS 26, 35 AND 36, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 1 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 64, SHASTA COUNTY RECORDS FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 36 BEARS NORTH 88°33'49" WEST, A DISTANCE OF 2,680.27 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 36, NORTH 88°33'49" WEST, A DISTANCE OF 2,573.28 FEET TO A POINT IN A LINE LYING WESTERLY 125.00 FEET AND PARALLEL WITH AN EXISTING TOWER LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE THE FOLLOWING THREE COURSES:

NORTH 09°06'12" WEST, A DISTANCE OF 2,699.01 FEET;

THENCE NORTH 00°09'17" WEST, A DISTANCE OF 4,379.15 FEET;

THENCE NORTH 20°38'59" EAST, A DISTANCE OF 882.77 FEET TO A POINT IN THE EASTERLY LINE OF SAID SECTION 26;

THENCE ALONG SAID EASTERLY LINE, SOUTH 00°13'43" EAST, A DISTANCE OF 2,515.22 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 26;

THENCE ALONG THE EASTERLY LINE OF SAID SECTION 35, SOUTH 00°10'56" WEST, A DISTANCE OF 2,663.44 FEET TO THE EAST ONE-QUARTER CORNER THEREOF;

THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 00°24'19" EAST, A DISTANCE OF 340.30 FEET TO A LINE LYING 125.00 FEET EASTERLY OF AND PARALLEL WITH SAID EXISTING TOWER LINE;

THENCE ALONG SAID PARALLEL LINE, SOUTH 09°06'12" EAST, A DISTANCE OF 2,387.73 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID SECTION 36;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 88°33'49" WEST, A DISTANCE OF 254.29 FEET TO THE **TRUE POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 37:**

LCP ID #0083 PORTION

APN 027-060-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 15, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED IN THAT DEED RECORDED IN VOLUME 137, PAGE 363 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, DESCRIBED THEREIN AS FOLLOWS:

THE WEST HALF OF THE NORTHEAST ONE-QUARTER, THE NORTHWEST ONE-QUARTER AND THE SOUTH ONE-HALF OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE WESTERLY LINE OF SAID SECTION 15; THENCE SOUTH 39°39'21" EAST, A DISTANCE OF 760.58 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 15 BEARS NORTH 68°25'10" EAST, A DISTANCE OF 5,092.24 FEET;

THENCE SOUTH 86°10'30" EAST, A DISTANCE OF 724.91 FEET;

THENCE SOUTH 30°00'01" WEST, A DISTANCE OF 578.06 FEET;

THENCE SOUTH 83°38'25" EAST, A DISTANCE OF 918.12 FEET;

THENCE SOUTH 58°57'28" EAST, A DISTANCE OF 316.75 FEET;

THENCE SOUTH 39°27'08" EAST, A DISTANCE OF 1,702.98 FEET;

THENCE SOUTH 37°18'55" EAST, A DISTANCE OF 1,007.83 FEET;

THENCE SOUTH 25°12'46" EAST, A DISTANCE OF 833.71 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERLY LINE OF SAID SECTION 15, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 38:**

LCP ID #0084

APN 027-260-002 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 104, PAGE 454 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION TEN (10), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 39:**

LCP ID #0085

APN 027-260-002 PORTION, 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 10 AND SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 131, PAGE 31 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION ELEVEN (11); AND THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER AND THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER AND THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION TEN (10), ALL IN TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 40:**

LCP ID #0086

APN 027-260-002 PORTION, 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 128, PAGE 113 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION TEN (10), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 41:**

LCP ID #0087

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTH ONE-HALF OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 104, PAGE 454 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER AND THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM:**

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, TO HALCOMB PUBLIC CEMETERY DISTRICT, AS RECORDED IN BOOK 473, PAGE 423 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE 1-INCH IRON PIPE (MARKED R.E. 8700) IN THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, FROM WHICH A 1-INCH CAPPED IRON PIPE (MARKED R.E. 5438) MARKING THE NORTH ONE-QUARTER CORNER OF SAID SECTION ELEVEN (11), BEARS NORTH 18°16'47" WEST 2,782.50 FEET DISTANT AND RUNNING THENCE SOUTH 17°43' EAST 163.28 FEET TO A 1-INCH IRON PIPE (MARKED R.E.8700); THENCE SOUTH 84°19'45" WEST 85.34 FEET TO A 1-INCH IRON PIPE (MARKED R.E.8700); THENCE NORTH 5°30' WEST 155.43 FEET TO A 1-INCH IRON PIPE (MARKED R.E.8700); THENCE NORTH 79°31'45" EAST 50.98 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.247 ACRE AND BEING A PORTION OF SAID SECTION ELEVEN (11).

**PARCEL 42:**

LCP ID #0088

APN 027-260-003

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 35, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 110, PAGE 168 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 43:**

LCP ID #0089

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 112, PAGE 266 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

A STRIP OF LAND UNIFORMLY 330 FEET WIDE AND 1,320 FEET LONG, BEING THE SOUTHERLY 10 ACRES OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 44:**

LCP ID #0090

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 41, PAGE 475 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 45:**

LCP ID #0091

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 127, PAGE 366 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN,

EXCEPTING THEREFROM THE SOUTHERLY 10 ACRES OF THE AFORESAID LOT, WHICH WERE CONVEYED BY EDWARD CONKLIN UNTO THE PARTY OF THE SECOND PART BY DEED BEARING THE DATE OF THE 20TH DAY OF AUGUST, 1912 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF SHASTA, IN VOLUME 112 OF DEEDS, AT PAGE 266.

**PARCEL 46:**

LCP ID #0092

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 104, PAGE 446 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**END OF DESCRIPTIONS.**

**EXHIBIT "A-1"** ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

*NOTE: THE INTENT IS TO MERGE ANY UNDERLYING PARCELS WITHIN THE LANDS DESCRIBED ABOVE, IF ANY.*

THESE DESCRIPTIONS WERE PREPARED BY ME:

*Jesse Lenaker*

---

JESSE J. LENAHER, L.S. 8515





## **EXHIBIT B**

For the reference to the general depiction of the Property and "Property Maps" of the Property identifying the improvements existing on the Property as of the date of this Conservation Easement and various other natural features of the Property in Recital A, Paragraph 2 above, *see* Figure 5 of the Report described in **Section 4** above, a copy of which is on file with STATE and Grantee at their respective addresses.

**EXHIBIT C**

Form of Grant Deed

[Attached Behind this Page]

## RECORDING REQUESTED BY AND RETURN TO:

STATE OF CALIFORNIA  
 Department of General Services  
 Real Property Services Division, Acquisition Unit  
 707 Third Street, 5<sup>th</sup> Floor, MS 505  
 West Sacramento, CA 95605

OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES  
 PURSUANT TO GOVERNMENT CODE SECTION 27383 AND  
 DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND  
 TAXATION CODE SECTION 11922

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD # 2436-01-10004

DEED

APN Nos. 021-120-004-000, 021-120-008-000, 021-200-002-000, 021-200-003-000, 021-200-004-000, 021-200-005-000, 021-200-021-000, 021-200-022-000, 021-200-032-000, 021-250-003-000, 021-250-007-000, 021-250-009-000, 021-270-010-000, 022-080-001-000, 022-080-002-000, 022-080-003-000, 022-080-012-000, 022-080-020-000, 022-110-001-000, 022-110-005-000, 022-130-015-000, 022-330-006-000, 022-330-011-000, 027-020-005-000, 027-020-014-000, 027-020-015-000, 027-060-001-000, 027-110-011-000, 027-180-012-000, 027-260-002-000, 027-260-003-000, 027-280-006-000, 022-090-002-000

## GRANT DEED AND RESERVATION OF RIGHTS

**I. CONVEYANCE OF FEE**

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Grantor**"), does hereby grant to the STATE OF CALIFORNIA ("**STATE**"), all of its right, title, and interest in and to the real property situated in the unincorporated area of the County of Shasta, State of California ("**Property**"), described in Exhibit A attached hereto and by this reference incorporated herein, and shown on Exhibit A-1 attached hereto and by this reference incorporated herein.

**II. RECITALS**

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

B. 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 ("**Stipulation**").

C. The Settlement Agreement and the Stipulation (collectively, "**Governing Documents**") require Grantor to ensure that approximately 140,000 acres of watershed lands, all

owned by Grantor (collectively, "**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 fee interests and/or conservation easements and to 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**."

D. Pursuant to the Governing Documents, the Pacific Forest and Watershed Lands Stewardship Council, a California non-profit public benefit corporation ("**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 ("**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.

E. Grantor has used and continues to use the Property for the purpose of generating and transmitting hydroelectric energy, managing and monitoring the flow of water over the existing waterways for consumptive and non-consumptive uses, conducting various biological and land use studies mandated by the Federal Energy Regulatory Commission ("**FERC**"), and for other purposes as described more fully in Section III below (collectively, "**Hydro Project Activities**"). Additionally, Grantor has used and continues to use the Property to erect, construct, reconstruct, replace, remove, operate, inspect, maintain and use facilities of the type hereinafter specified for the transformation, transmission and distribution of electric energy and for communication purposes (collectively "**Electric Activities**").

F. To facilitate the Hydro Project Activities and Electric Activities following the conveyance effected by this Grant Deed and Reservation of Rights (this "**Grant Deed**"), and the continued use, maintenance, repair and replacement of those existing and future facilities, structures and improvements now or hereafter located on, above, or under the Property, that are associated with the Hydro Project Activities and/or the Electric Activities, STATE, as grantor, and Grantor, as grantee, are executing and delivering that certain Utility Facility Access, Operation and Maintenance Easement of even date with this Grant Deed (the "**Utility Facility Access, Operation and Maintenance Easement**").

G. Consistent with the terms of the Governing Documents, Grantor and STATE acknowledge this conveyance, together with Utility Facility Access, Operation and Maintenance Easement and the Conservation Easement ("**Conservation Easement**") being entered into by STATE and Shasta Land Trust ("**SLT**") concurrently with this conveyance, is being made in the public interest with the intent to ensure the permanent protection of the beneficial public values on the Property as identified in the LCP while allowing the ongoing use of the Property by Grantor for hydroelectric operations, water delivery, and related activities, and acknowledging and honoring the existing third party uses.

### III. STATE ACCESS; RESERVATION OF RIGHTS; EASEMENT AGREEMENT

STATE shall have a non-exclusive right of surface access, ingress and egress to and from the Property over and across Adjacent Lands, by means of existing roads, lanes, and routes thereon, if such there be (collectively, the “**Existing Roads**”), otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor's Adjacent Lands, with the right to repair and maintain the Existing Roads and to construct, repair and maintain new roads, lanes, and routes (collectively, the “**New Roads**”) where no existing access exists (“**Access Rights**”). Access Rights to construct, repair or maintain New Roads or to repair or maintain Existing Roads may only be exercised after Grantor has obtained FERC approval for a specific project, repair or maintenance, subject to the plan submission requirements specified in section III.d, below. STATE's Access Rights shall only extend to portions of the Property that are only reasonably accessible by Adjacent Lands. “**Adjacent Lands**” means lands owned by Grantor that are contiguous to the Property, including lands excepted from the Property in Exhibit A.

STATE may allow SLT and any successor to SLT under the Conservation Easement to utilize the Access Rights but only for purposes of ingress and egress.

STATE acknowledges that the Adjacent Lands are a part of the FERC Project Nos. 233 & 2106 (“**Project**”), and when exercising the Access Rights on Project lands STATE agrees to abide by FERC regulations and approvals that Grantor is required to comply with on Project lands.

a. STATE's use of the Access Rights shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use.

b. STATE shall take all reasonable precautions to insure that the use of the Access Rights on Project lands will occur in a manner that will protect the scenic, recreational, and environmental values of the Project.

c. STATE shall not make use of the Access Rights in any way which would be incompatible with overall Project requirements or unduly restrict public access to Project waters.

d. Except in the case of emergencies, STATE must submit to Grantor plans as required by FERC at least six (6) months in advance of construction, repair, or maintenance work related to the exercise of the Access Rights to allow for PG&E review and submittal to FERC for any required approval. No proposed construction, repair, or maintenance work related to the Access Rights shall occur on Project lands until such approval is received from FERC. In the event of an emergency (wildfire, floods, earthquakes, etc.), STATE shall provide notice of such emergency work to Grantor within 24 hours of initiating emergency work, to allow Grantor to meet FERC notification requirements.

e. If the Project boundary is removed from the Adjacent Lands, then FERC approval will no longer be required, and the notification and approval process will change to the following:

Except in the case of emergencies, STATE must submit to Grantor, for review and approval, plans at least 90 days in advance of any proposed construction, repair, or maintenance

work related to the exercise of the Access Rights, which review and approval will not be unreasonably withheld or delayed. In the event of an emergency, STATE shall provide notice of such emergency work to Grantor within two (2) weeks of initiating such emergency work.

f. STATE shall be solely responsible for the repair of any damage caused by its exercise of the Access Rights, excluding fair wear and tear from normal usage (commercial use for logging shall not be considered normal usage). For so long as the roads, lanes, and routes, related to the Access Rights, shall exist in private ownership, Grantor and STATE and their respective successors and assigns, shall bear the expenses of the reasonable maintenance of the roads, lanes, and routes related to the Access Rights in proportion to their respective use. Reasonable maintenance shall include such work as is necessary to maintain said roads, lanes, and routes related to the Access Rights in their existing condition but shall not include the enlargement of or betterment of the Access Rights. STATE further agrees that any erosion or drainage problems caused by the exercise of the Access Rights by STATE shall be corrected by STATE without cost to Grantor and to the reasonable satisfaction of Grantor.

Notwithstanding the above, nothing herein shall impair or otherwise impede Grantor's right for continued use of the Adjacent Lands, including those Adjacent Lands containing the Access Rights, in all ways and for all purposes Grantor deems necessary to fulfill its obligations as licensee under FERC projects

Grantor expressly reserves 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 (including subsurface flow) which are now or hereafter located or flowing upon or abutting the Property.

Grantor and STATE acknowledge that the Utility Facility Access, Operation and Maintenance Easement shall be effective immediately upon the execution, delivery and effectiveness of this Grant Deed with the same force and effect as if the easement rights set forth in the Utility Facility Access, Operation and Maintenance Easement were expressly reserved by Grantor in this Grant Deed.

#### **IV. TERMS OF GRANT**

The conveyance by Grantor to STATE pursuant to this Grant Deed is subject to: (a) a lien securing payment of real estate taxes and assessments; (b) all matters that would be disclosed by a physical inspection or survey of the Property or that are actually known to STATE; and (c) all contracts, leases, licenses, covenants, conditions, easements, restrictions, liens, encumbrances and other exceptions of record or unrecorded.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the Property. All future conveyances of the fee interest in the Property shall be consistent with the terms of the Governing Documents. In accordance with Section 12b(4) of the Stipulation, STATE, and its successors and assigns shall not convey all or any portion of the fee interest in the Property to

any governmental entity, public agency, or Native American tribe without the prior written consent of the Grantor, which consent shall be in Grantor's sole discretion exercised in good faith.

**V. MISCELLANEOUS**

If any provision of this Grant Deed shall be unenforceable or invalid, the same shall not affect the remaining provisions hereof and to this end the provisions hereof are intended to be and shall be severable.

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

The California Public Utilities Commission, in Decision No. \_\_\_\_\_, has approved transfer of the Property under State of California Public Utilities Code Section 851.

*[SIGNATURES FOLLOW ON NEXT PAGES]*

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed dated as of \_\_\_\_\_, \_\_\_\_.

Grantor:

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

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



## CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to Sections 15853 and 27281 of the California Government Code, the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, \_\_\_\_ from PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, to the STATE OF CALIFORNIA is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to the approval action by said Board and duly adopted on \_\_\_\_\_. The STATE consents to the recordation thereof by its duly authorized officer.

### ACCEPTED:

STATE OF CALIFORNIA  
State Public Works Board

**By:** \_\_\_\_\_  
Michael McGinness, Deputy Director

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

### ACKNOWLEDGED:

STATE OF CALIFORNIA  
Director, Department of General Services

**By:** \_\_\_\_\_  
Michael P. Butler, Chief  
Real Property Services Section

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

**Exhibit A**

Legal Description of Property  
(Attached behind this Page)

**EXHIBIT A**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

**PARCEL 1:**

LCP ID #0013 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 145, PAGE 186 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION FIVE (5), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5; THENCE NORTH 89°11'13" WEST, A DISTANCE OF 1,688.28 FEET, MORE OR LESS, TO A POINT FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, BEARS SOUTH 54°46'45" EAST, A DISTANCE OF 3,653.19 FEET; THENCE SOUTH 46°08'51" WEST, A DISTANCE OF 143.40 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THAT PARCEL DESCRIBED IN VOLUME 206 OF OFFICIAL RECORDS AT PAGE 306, SHASTA COUNTY RECORDS, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 2:**

LCP ID #0014 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 128, PAGE 85 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION EIGHT (8), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 55°44'18" EAST, A DISTANCE OF 174.38 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 7, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, BEARS NORTH 67°23'28" WEST, A DISTANCE OF 1,581.20 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 232.24 FEET;

THENCE SOUTH 68°38'06" EAST, A DISTANCE OF 71.69 FEET;

THENCE SOUTH 33°07'19" EAST, A DISTANCE OF 140.89 FEET;

THENCE SOUTH 52°43'21" EAST, A DISTANCE OF 181.06 FEET;

THENCE SOUTH 73°36'50" EAST, A DISTANCE OF 156.50 FEET;

THENCE NORTH 78°27'52" EAST, A DISTANCE OF 97.31 FEET;

THENCE NORTH 44°36'08" EAST, A DISTANCE OF 114.37 FEET;

THENCE NORTH 80°06'34" EAST, A DISTANCE OF 161.79 FEET;

THENCE SOUTH 89°04'53" EAST, A DISTANCE OF 229.88 FEET;

THENCE NORTH 66°18'00" EAST, A DISTANCE OF 113.66 FEET;

THENCE NORTH 40°13'41" EAST, A DISTANCE OF 157.02 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 46.92 FEET;

THENCE SOUTH 25°23'36" EAST, A DISTANCE OF 152.26 FEET;

THENCE SOUTH 00°17'43" WEST, A DISTANCE OF 644.60 FEET;

THENCE SOUTH 89°59'50" EAST, A DISTANCE OF 1,254.02 FEET;

THENCE SOUTH 00°21'03" WEST, A DISTANCE OF 164.33 FEET;

THENCE SOUTH 65°06'44" EAST, A DISTANCE OF 1124.62 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 8, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 3:**

LCP ID #0015 PORTION

APN 022-080-001 PORTION, 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 5, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER, THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER, AND THE NORTHWEST ONE-QUARTER OF SECTION FIVE (5), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, THENCE ALONG THE SOUTHERLY LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5, NORTH 89°48'58" WEST, A DISTANCE OF 277.65 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 10°20'07" EAST, A DISTANCE OF 469.46 FEET, MORE OR LESS, TO A POINT FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5 BEARS SOUTH 22°41'05" EAST, A DISTANCE OF 501.53 FEET; THENCE SOUTH 84°29'45" WEST, A DISTANCE OF 574.48 FEET; THENCE NORTH 41°45'42" WEST, A DISTANCE OF 814.65 FEET TO A POINT IN THE WESTERLY LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 4:**

LCP ID #0016 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 144, PAGE 154 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA.

**EXCEPTING THEREFROM** ALL THAT PORTION DESCRIBED IN VOLUME 206, PAGE 306, OFFICIAL RECORDS OF SHASTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THAT CERTAIN PARCEL OF LAND, SITUATE IN SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, M.D.B. & M. , BOUNDED BY A LINE WHICH BEGINS AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY ROY HAYS ET AL, TO MT. SHASTA POWER CORPORATION BY DEED DATED NOVEMBER 3, 1919 AND RECORDED IN BOOK 144 OF DEEDS AT PAGE 154, RECORDS OF SAID SHASTA COUNTY, AND RUNS THENCE SOUTH 5°07'55" WEST, ALONG THE WESTERLY BOUNDARY LINE OF THE LAST MENTIONED PARCEL OF LAND, 1327.57 FEET TO THE SOUTHWEST CORNER OF THE LAST MENTIONED PARCEL OF LAND; THENCE SOUTH 89°50'29" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, 823.98 FEET; THENCE NORTH 2°10'16" EAST 1610.87 FEET THENCE NORTH 67°28' WEST 950.02 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 2°39'30" WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 648.62 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 89°27'18" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6, 141.32 FEET TO THE POINT OF BEGINNING, CONTAINING 33.593 ACRES.

**ALSO EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 89°11'13" WEST, A DISTANCE OF 1,688.28 FEET, MORE OR LESS, TO A POINT FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, BEARS SOUTH 54°46'45" EAST, A DISTANCE OF 3,653.19 FEET; THENCE SOUTH 46°08'51" WEST, A DISTANCE OF 143.40 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THAT PARCEL DESCRIBED IN VOLUME 206 OF OFFICIAL RECORDS AT PAGE 306, SHASTA COUNTY RECORDS, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 5:**

LCP ID #0017 PORTION

APN 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 9, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 2, PAGE 471 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHEAST ONE-QUARTER AND NORTHEAST ONE-QUARTER OF NORTHWEST ONE-QUARTER OF SECTION NINE (9), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9, NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTHERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 6:**

LCP ID #0018 PORTION

APN 022-110-005 PORTION, 022-080-020 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 9 AND SECTION 16, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 106, PAGE 549 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

ALL OF THE SOUTHEAST ONE-QUARTER OF SECTION NINE (9) LYING ON THE SOUTHERLY SIDE OF PIT RIVER; THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST



ONE-QUARTER, AND THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION SIXTEEN (16), ALL IN TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9 NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST ONE-QUARTER, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 7:**

LCP ID #0022

APN 022-080-012

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 172, PAGE 416 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER AND THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION SEVEN (7), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 8:**

LCP ID #0023 PORTION

APN 022-080-001 PORTION, 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THOSE LANDS DESCRIBED IN VOLUME 132, PAGE 337 OF DEEDS OF THE COUNTY OF SHASTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT IN THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8, THENCE SOUTH  $51^{\circ}48'04''$  EAST, A DISTANCE OF 1,636.30 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 8, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, BEARS NORTH  $29^{\circ}55'14''$  WEST, A DISTANCE OF 2,619.67 FEET; THENCE SOUTH  $87^{\circ}25'04''$  EAST, A DISTANCE OF 1,406.90 FEET TO THE EASTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8; THENCE ALONG SAID EASTERLY LINE NORTH  $01^{\circ}53'00''$  EAST, A DISTANCE OF 207.81 FEET; THENCE LEAVING SAID EASTERLY LINE, NORTH  $06^{\circ}49'59''$  WEST, A DISTANCE OF 1,027.68 FEET, MORE OR LESS, TO A POINT FROM WHICH SAID NORTH ONE-QUARTER CORNER BEARS NORTH  $66^{\circ}55'59''$  WEST, A DISTANCE OF 2,822.38 FEET; THENCE NORTH  $54^{\circ}37'44''$  EAST, A DISTANCE OF 195.66 FEET TO THE EASTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 8; THENCE ALONG SAID EASTERLY LINE, NORTH  $01^{\circ}53'00''$  EAST, A DISTANCE OF 1,181.97 FEET TO THE NORTHEAST CORNER OF SAID SECTION 8; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 8, SOUTH  $86^{\circ}08'11''$  WEST, A DISTANCE OF 2,801.49 FEET TO SAID NORTH ONE-QUARTER CORNER; THENCE ALONG THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8, SOUTH  $00^{\circ}56'45''$  EAST, A DISTANCE OF 1,258.81 FEET, MORE OR LESS, TO THE **POINT OF BEGINNING**.

**EXCEPTING THEREFROM** THOSE LANDS DESCRIBED IN A DEED APPROVED BY THE SECRETARY OF THE INTERIOR OF THE UNITED STATES OF AMERICA ON FEBRUARY 21, 1914, AND RECORDED IN THE INDIAN OFFICE DEED BOOK, INHERITED INDIAN LANDS, VOLUME 30, PAGE 237 IN THE OFFICE OF THE COMMISSIONER OF INDIAN AFFAIRS.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 9:**

LCP ID #0024 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 144, PAGE 424 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION SIX (6), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION DESCRIBED IN VOLUME 206, PAGE 306, OFFICIAL RECORDS OF SHASTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THAT CERTAIN PARCEL OF LAND, SITUATE IN SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, M.D.B. & M. , BOUNDED BY A LINE WHICH BEGINS AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY ROY HAYS ET AL, TO MT. SHASTA POWER CORPORATION BY DEED DATED NOVEMBER 3, 1919 AND RECORDED IN BOOK 144 OF DEEDS AT PAGE 154, RECORDS OF SAID SHASTA COUNTY, AND RUNS THENCE SOUTH 5°07'55" WEST, ALONG THE WESTERLY BOUNDARY LINE OF THE LAST MENTIONED PARCEL OF LAND, 1327.57 FEET TO THE SOUTHWEST CORNER OF THE LAST MENTIONED PARCEL OF LAND; THENCE SOUTH 89°50'29" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, 823.98 FEET; THENCE NORTH 2°10'16" EAST 1610.87 FEET THENCE NORTH 67°28' WEST 950.02 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 2°39'30" WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 648.62 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 89°27'18" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6, 141.32 FEET TO THE POINT OF BEGINNING, CONTAINING 33.593 ACRES.

**PARCEL 10:**

LCP ID #0025 PORTION

APN 022-080-020 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 5, PAGE 216 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION NINE (9), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9 NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST ONE-QUARTER, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 11:**

LCP ID #0028

APN 021-270-010

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 144, PAGE 86 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT THE ONE-QUARTER SECTION CORNER COMMON TO SECTION THIRTY-SIX (36), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AND SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN AND RUNNING THENCE SOUTH ALONG THE LINE COMMON TO THE ABOVE MENTIONED SECTIONS 500 FEET; THENCE AT A RIGHT ANGLE WEST 900 FEET; THENCE AT A RIGHT ANGLE NORTH 500 FEET TO THE LINE DIVIDING THE NORTH ONE-HALF OF SAID SECTION THIRTY-SIX (36) FROM THE SOUTH ONE-HALF OF SAID SECTION THIRTY-SIX (36); AND THENCE EASTERLY ALONG SAID LAST MENTIONED LINE 900 FEET TO THE POINT OF BEGINNING AND BEING A PORTION OF THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION THIRTY-SIX (36) AFORESAID.

**PARCEL 12:**

LCP ID #0029

APN 022-330-006 PORTION, 022-330-011 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER; THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER; THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER; AND THE EAST HALF OF THE SOUTHWEST ONE-QUARTER; ALL IN SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM THE FOLLOWING:**

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY A CALIFORNIA CORPORATION TO THE UNITED STATES OF AMERICA, AS RECORDED IN BOOK 2457, PAGE 358 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY A CALIFORNIA CORPORATION TO INDIAN SPRINGS SCHOOL DISTRICT OF SHASTA COUNTY, AS RECORDED IN BOOK 439, PAGE 301 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM MT. SHASTA POWER CORPORATION TO GEORGE GRIDER AND ANNIE L. GRIDER, HIS WIFE, AS RECORDED IN BOOK 146, PAGE 316 OF DEED RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM MT. SHASTA POWER CORPORATION TO GEORGE GRIDER AND ANNIE L. GRIDER, HIS WIFE, AS RECORDED IN BOOK 157, PAGE 325 OF DEED RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY A CALIFORNIA CORPORATION TO INDIAN SPRINGS SCHOOL DISTRICT OF SHASTA COUNTY, AS RECORDED IN BOOK 2850, PAGE 574 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA.

**PARCEL 13:**

LCP ID #0030

APN 022-330-011 PORTION, 022-330-006 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 149, PAGE 166 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 14:**

LCP ID #0031

APN 022-330-006 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 151, PAGE 482 OF DEEDS, OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY BOUNDARY LINE OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, FROM WHICH AN OAK POST IDENTIFIED AS THE WEST ONE-QUARTER CORNER OF SAID SECTION THIRTY-ONE (31), BEARS SOUTH 72°42' WEST 1,162.0 FEET DISTANT AND RUNNING THENCE ALONG SAID NORTHERLY BOUNDARY LINE NORTH 89°26 1/4' EAST 1,204.3 FEET; THENCE LEAVING SAID NORTHERLY BOUNDARY LINE NORTH 55°45' WEST 135.9 FEET; THENCE SOUTH 85°17 1/2' WEST 161.6 FEET; THENCE NORTH 81°57 1/2' WEST 139.1 FEET; THENCE NORTH 71°40 1/2' WEST 96.4 FEET; THENCE NORTH 77°56' WEST 133.2 FEET; THENCE SOUTH 74°07' WEST 212.1 FEET; THENCE SOUTH 78°39 1/2' WEST 302.1 FEET; THENCE SOUTH 63°41' WEST 79.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**PARCEL 15:**

LCP ID #0032

APN 022-330-006 PORTION, 022-330-011 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION THIRTY-ONE (31) AND SECTION THIRTY-TWO (32), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 226 OF PATENTS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION THIRTY-ONE (31) AND THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST



ONE-QUARTER OF SECTION THIRTY-TWO (32) ALL IN TOWNSHIP 37 NORTH,  
RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN,

**ALSO**, ALL THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF THE  
SOUTHEAST ONE-QUARTER OF SAID SECTION THIRTY-ONE (31), LYING  
WESTERLY OF THAT PARCEL AS RECORDED IN BOOK 805, PAGE 356 OF OFFICIAL  
RECORDS OF THE COUNTY OF SHASTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE THREE-QUARTER INCH PIPE IN A ROCK MOUND MARKING  
THE SOUTHEAST CORNER OF SAID SECTION THIRTY-ONE (31), AND RUNNING  
THENCE NORTH 5°07'30" WEST 1,305.3 FEET ALONG THE EASTERLY BOUNDARY  
LINE OF SAID SECTION THIRTY-ONE (31) TO A POINT IN A FENCE;  
THENCE NORTH 88°28' WEST 146.4 FEET ALONG SAID FENCE TO A POINT IN A  
FENCE WHICH EXTENDS IN A NORTHERLY AND SOUTHERLY DIRECTION;  
THENCE SOUTH 0°58'30" WEST 1,309.4 FEET ALONG THE LAST MENTIONED FENCE  
AND ITS SOUTHERLY PROLONGATION TO A POINT IN THE SOUTHERLY  
BOUNDARY LINE OF SAID SECTION THIRTY-ONE (31); THENCE NORTH 88°57'30"  
EAST 285.3 FEET, MORE OR LESS, ALONG THE SOUTHERLY BOUNDARY LINE OF  
SAID SECTION THIRTY-ONE (31) TO THE POINT OF BEGINNING AND BEING A  
PORTION OF SAID SECTION THIRTY-ONE (31).

**PARCEL 16:**

LCP ID #0033

APN 022-090-002 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF  
SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN,  
AS RECORDED IN VOLUME 139, PAGE 378 OF DEEDS OF THE COUNTY OF SHASTA, STATE  
OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOT FIVE (5) OF SECTION SIX (6), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT  
DIABLO BASE AND MERIDIAN.

**PARCEL 17:**

LCP ID #0034

APN 022-110-001

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF  
SECTION 18, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND  
MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 220 OF OFFICIAL RECORDS OF THE  
COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED  
THEREIN AS FOLLOWS:

LOTS 1 AND 2 OF THE NORTHWEST ONE-QUARTER AND THE EAST ONE-HALF OF  
THE NORTHWEST ONE-QUARTER OF SECTION EIGHTEEN (18), TOWNSHIP 36  
NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 18:**

LCP ID #0038 PORTION

APN 022-080-002 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 5, SECTION 7, AND SECTION 8 OF TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 126, PAGE 311 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION FIVE (5), THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION SEVEN (7), AND THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION EIGHT (8), ALL IN TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5.

**ALSO EXCEPTING THEREFROM** THOSE PORTIONS OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7 AND THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 8 LYING NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7; THENCE NORTH 55°44'18" EAST, A DISTANCE OF 174.38 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 7, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, BEARS NORTH 67°23'28" WEST, A DISTANCE OF 1,581.20 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 232.24 FEET;

THENCE SOUTH 68°38'06" EAST, A DISTANCE OF 71.69 FEET;

THENCE SOUTH 33°07'19" EAST, A DISTANCE OF 140.89 FEET;

THENCE SOUTH 52°43'21" EAST, A DISTANCE OF 181.06 FEET;

THENCE SOUTH 73°36'50" EAST, A DISTANCE OF 156.50 FEET;

THENCE NORTH 78°27'52" EAST, A DISTANCE OF 97.31 FEET;

THENCE NORTH 44°36'08" EAST, A DISTANCE OF 114.37 FEET;

THENCE NORTH 80°06'34" EAST, A DISTANCE OF 161.79 FEET;

THENCE SOUTH 89°04'53" EAST, A DISTANCE OF 229.88 FEET;

THENCE NORTH 66°18'00" EAST, A DISTANCE OF 113.66 FEET;

THENCE NORTH 40°13'41" EAST, A DISTANCE OF 157.02 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 46.92 FEET;

THENCE SOUTH 25°23'36" EAST, A DISTANCE OF 152.26 FEET;

THENCE SOUTH 00°17'43" WEST, A DISTANCE OF 644.60 FEET;

THENCE SOUTH 89°59'50" EAST, A DISTANCE OF 1,254.02 FEET;

THENCE SOUTH 00°21'03" WEST, A DISTANCE OF 164.33 FEET;

THENCE SOUTH 65°06'44" EAST, A DISTANCE OF 1124.62 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8, SAID POINT BEING THE **POINT OF TERMINATION**.

**ALSO EXCEPTING THEREFROM** THAT PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 8, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, THENCE ALONG THE NORTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8 NORTH 89°48'58" WEST, A DISTANCE OF 277.65 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 10°20'07" WEST, A DISTANCE OF 910.89 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 8 BEARS NORTH 26°13'44" EAST, A DISTANCE OF 997.98 FEET; THENCE SOUTH 51°48'04" EAST, A DISTANCE OF 587.68 FEET TO A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 19:**

LCP ID #0041 PORTION

APN 022-080-020 PORTION, 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE WEST ONE-HALF OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION NINE (9), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9 NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST ONE-QUARTER, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 20:**

LCP ID #0043

APN 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 157, PAGE 438 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 21:**

LCP ID #0044

APN 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE EAST ONE-HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, AND THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 22:**

LCP ID #0045

APN 021-200-005 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 104, PAGE 457 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOT FOUR (4) OF SECTION TWO (2), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 23:**

LCP ID #0046 PORTION

APN 021-200-002, 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE WEST ONE-HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 222 OF PATENTS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** A STRIP OF LAND 40.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 53 OF LAND SURVEYS AT PAGE 22, SHASTA COUNTY RECORDS, FROM WHICH THE SOUTHWEST CORNER THEREOF BEARS NORTH

89°45'53" WEST, A DISTANCE OF 2,637.47 FEET (*SHOWN AS NORTH 88°42'35" WEST, 2,638.07 FEET ON SAID MAP*); THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 3, NORTH 89°45'53" WEST, A DISTANCE OF 1,784.17 FEET TO THE POINT OF INTERSECTION WITH AN EXISTING POLE LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID EXISTING POLE LINE NORTH 2°01'50" EAST, A DISTANCE OF 2,548.32 FEET; THENCE NORTH 5°53'30" WEST, A DISTANCE OF 1,462.01 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3, SAID POINT BEING THE **POINT OF TERMINATION**.

THE SIDELINES OF SAID 40.00-FOOT STRIP ARE TO BE LENGTHENED OR SHORTENED SO AS TO BEGIN AT THE SOUTHERLY LINE OF THE SOUTHWEST ONE-QUARTER AND TERMINATE AT THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 24:**

LCP ID #0047 PORTION

APN 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** A STRIP OF LAND 40.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 53 OF LAND SURVEYS AT PAGE 22, SHASTA COUNTY RECORDS, FROM WHICH THE SOUTHWEST CORNER THEREOF BEARS NORTH 89°45'53" WEST, A DISTANCE OF 2,637.47 FEET (*SHOWN AS NORTH 88°42'35" WEST, 2,638.07 FEET ON SAID MAP*); THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 3, NORTH 89°45'53" WEST, A DISTANCE OF 1,784.17 FEET TO THE POINT OF INTERSECTION WITH AN EXISTING POLE LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID EXISTING POLE LINE NORTH 2°01'50" EAST, A DISTANCE OF 2,548.32 FEET; THENCE NORTH 5°53'30" WEST, A DISTANCE OF 1,462.01 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3, SAID POINT BEING THE **POINT OF TERMINATION**.

THE SIDELINES OF SAID 40.00-FOOT STRIP ARE TO BE LENGTHENED OR SHORTENED SO AS TO BEGIN AT THE SOUTHERLY LINE OF THE SOUTHWEST ONE-QUARTER AND TERMINATE AT THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 25:**

LCP ID #0048 PORTION

APN 021-200-004 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 182, PAGE 106 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, AND THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 53 OF LAND SURVEYS AT PAGE 22, SHASTA COUNTY RECORDS, FROM WHICH THE SOUTHWEST CORNER THEREOF BEARS NORTH 89°45'53" WEST, A DISTANCE OF 2,637.47 FEET (*SHOWN AS NORTH 88°42'35" WEST, 2,638.07 FEET ON SAID MAP*); THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 3, NORTH 89°45'53" WEST, A DISTANCE OF 946.47 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 51°06'34" EAST, A DISTANCE OF 512.14 FEET;

THENCE NORTH 82°59'09" EAST, A DISTANCE OF 545.49 FEET;

THENCE NORTH 65°12'25" EAST, A DISTANCE OF 906.30 FEET;

THENCE NORTH 70°48'31" EAST, A DISTANCE OF 818.92 FEET;

THENCE SOUTH 75°03'34" EAST, A DISTANCE OF 601.06 FEET;

THENCE SOUTH 55°25'26" EAST, A DISTANCE OF 561.11 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF SAID SECTION 3, SAID POINT BEING THE **POINT OF TERMINATION**.



**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 26:**

LCP ID #0050

APN 021-200-005 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 111, PAGE 486 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOT THREE (3) OF SECTION TWO (2), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 27:**

LCP ID #0051

APN 021-120-008 PORTION, 021-200-005 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 1 WEST AND IN THE SOUTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 134, PAGE 118 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOTS ONE (1) AND TWO (2) OF THE NORTHEAST QUARTER OF SECTION TWO (2), TOWNSHIP 36 NORTH, RANGE 1 WEST AND THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, ALL IN MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 28:**

LCP ID #0052

APN 021-120-008 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 111, PAGE 502 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 29:**

LCP ID #0053

APN 021-120-008 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHEAST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER, AND THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 30:**

LCP ID #0054

APN 021-120-004 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTH ONE-HALF OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 232 OF PATENTS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER, AND THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION TWENTY-SIX (26), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 31:**

LCP ID #0055

APN 021-120-004 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION TWENTY-FIVE (25), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 32:**

LCP ID #0056

APN 021-120-008 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 157, PAGE 438 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 33:**

LCP ID #0065

APN 021-200-021

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 172, PAGE 416 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 34:**

LCP ID #0067 PORTION

APN 021-200-022 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 140, PAGE 156 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE WEST ONE-HALF OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION TWELVE (12), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 30 OF LAND SURVEYS AT PAGE 72, SHASTA COUNTY RECORDS,

FROM WHICH THE NORTHWEST CORNER THEREOF BEARS NORTH 89°49'09" WEST, A DISTANCE OF 1,318.94 FEET (*SHOWN AS NORTH 89°43'40" WEST, 1,319.77 FEET*); THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST ONE-QUARTER, SOUTH 00°19'26" EAST, A DISTANCE OF 200.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID EASTERLY LINE, THE FOLLOWING COURSES:

SOUTH 89°49'09" EAST, A DISTANCE OF 285.53 FEET;

THENCE NORTH 22°57'11" EAST, A DISTANCE OF 491.12 FEET;

THENCE NORTH 68°52'33" EAST, A DISTANCE OF 602.07 FEET;

THENCE SOUTH 40°13'10" EAST, A DISTANCE OF 109.18 FEET;

THENCE EASTERLY, A DISTANCE OF 863.35 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 131°54'38";

THENCE NORTH 07°52'12" EAST, A DISTANCE OF 60.82 FEET;

THENCE NORTHEASTERLY, A DISTANCE OF 135.27 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 77°30'14";

THENCE NORTH 85°22'26" EAST, A DISTANCE OF 137.16 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 12, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 35:**

LCP ID #0068 PORTION

APN 021-200-032 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 12, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 73, PAGE 104 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER, THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, AND THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION TWELVE (12), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE NORTHERLY 200.00 FEET OF THE EASTERLY 250.00 FEET OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12.

**PARCEL 36:**

LCP ID #0074 PORTION

APN 021-250-003 PORTION, 021-250-007 PORTION, 021-250-009 PORTION,  
022-130-015, 027-020-005 PORTION, 027-020-014, 027-020-015, 027-110-011,  
027-180-012, 027-280-006

THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF SHASTA, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS DESCRIBED IN THAT DEED RECORDED IN VOLUME 14 OF OFFICIAL RECORDS AT PAGE 220, SHASTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 AND 2 OF THE NORTHWEST ONE-QUARTER AND THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER AND THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

LOTS 1, 2, 7, 8, 9, AND 10, THE SOUTHWEST ONE-QUARTER, AND THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION ONE (1), LOTS 1, 2, 7, 8, AND 9, THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, AND THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION TWO (2); AND THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION TWELVE (12), ALL IN TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

ALL OF SECTION TWENTY-SIX (26) (**EXCEPT** THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER THEREOF), ALL OF SECTION THIRTY-FIVE (35), AND THE SOUTH ONE-HALF OF SECTION THIRTY-SIX (36), ALL IN TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THAT PORTION OF SAID SECTIONS TWENTY-SIX (26) AND THIRTY-FIVE (35) LYING WESTERLY OF THE CENTERLINE OF BIG BEND ROAD AND COVE ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 26 FROM WHICH THE NORTHEAST CORNER THEREOF BEARS SOUTH 89°44'48" EAST, A DISTANCE OF 5,343.73 FEET; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION TWENTY-SIX (26), SOUTH 89°44'48" EAST, A DISTANCE OF 1,654.17 FEET TO A POINT ON THE CENTERLINE OF BIG BEND ROAD, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG THE CENTERLINE OF BIG BEND ROAD THE FOLLOWING COURSES:

SOUTHERLY ALONG A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS SOUTH 69°20'42" EAST, A RADIAL DISTANCE OF 4,000.00 FEET THROUGH A CENTRAL ANGLE OF 03°01'08", A DISTANCE OF 210.77 FEET;

THENCE SOUTH 17°38'09" WEST, A DISTANCE OF 435.57 FEET;

THENCE SOUTH 18°43'15" WEST, A DISTANCE OF 817.62 FEET;

THENCE SOUTHERLY, A DISTANCE OF 82.20 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 06°43'40";

THENCE SOUTH 25°26'55" WEST, A DISTANCE OF 272.28 FEET;

THENCE SOUTHERLY, A DISTANCE OF 215.15 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 17°36'38";

THENCE SOUTH 07°50'17" WEST, A DISTANCE OF 119.14 FEET;

THENCE CONTINUING SOUTH 07°50'17" WEST, A DISTANCE OF 330.55 FEET;

THENCE SOUTH 09°47'30" WEST, A DISTANCE OF 737.21 FEET;

THENCE SOUTHERLY, A DISTANCE OF 386.04 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2,500.00 FEET AND A CENTRAL ANGLE OF 08°50'50";

THENCE SOUTHERLY, A DISTANCE OF 299.96 FEET ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 5,000.00 FEET AND A CENTRAL ANGLE OF 03°26'14";

THENCE SOUTHERLY, A DISTANCE OF 267.65 FEET ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,500.00 FEET AND A CENTRAL ANGLE OF 10°13'25";

THENCE SOUTH 25°25'31" WEST, A DISTANCE OF 343.59 FEET;

THENCE SOUTHERLY, A DISTANCE OF 158.11 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 09°03'32";

THENCE SOUTHERLY, A DISTANCE OF 634.87 FEET ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 2,500.00 FEET AND A CENTRAL ANGLE OF 14°33'01";

THENCE SOUTH 01°48'58" WEST, A DISTANCE OF 495.89 FEET;

THENCE SOUTH 00°36'57" WEST, A DISTANCE OF 365.42 FEET;

THENCE SOUTHERLY, A DISTANCE OF 182.51 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 10°27'26";

THENCE SOUTH 09°50'29" EAST, A DISTANCE OF 469.89 FEET;

THENCE SOUTH 09°13'32" EAST, A DISTANCE OF 428.71 FEET;

THENCE SOUTHERLY, A DISTANCE OF 267.65 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5,000.00 FEET AND A CENTRAL ANGLE OF 03°04'02";

THENCE SOUTH 06°09'31" EAST, A DISTANCE OF 357.88 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 528.64 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 48°51'12";

THENCE SOUTHEASTERLY, A DISTANCE OF 186.87 FEET ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,300.00 FEET AND A CENTRAL ANGLE OF 08°14'10";

THENCE SOUTH 46°46'32" EAST, A DISTANCE OF 150.99 FEET TO THE POINT OF INTERSECTION WITH COVE ROAD, THENCE ALONG THE CENTERLINE OF COVE ROAD THE FOLLOWING COURSES:

THENCE SOUTH 57°11'01" WEST, A DISTANCE OF 335.42 FEET;

THENCE SOUTHWESTERLY, A DISTANCE OF 152.19 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 29°03'57";

THENCE SOUTH 28°07'03" WEST, A DISTANCE OF 210.32 FEET;

THENCE SOUTHERLY, A DISTANCE OF 481.96 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 27°36'51";

THENCE SOUTH 00°30'13" WEST, A DISTANCE OF 211.23 FEET;

THENCE SOUTHERLY, A DISTANCE OF 96.53 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 11°03'41";

THENCE SOUTH 11°33'54" WEST, A DISTANCE OF 244.98 FEET TO THE POINT OF INTERSECTION WITH AN EXISTING LINE OF TOWERS, SAID POINT HEREINAFTER REFERRED TO AS **POINT "A"**;

THENCE SOUTH 11°33'54" WEST, A DISTANCE OF 177.60 FEET;

THENCE SOUTH 13°18'44" WEST, A DISTANCE OF 558.37 FEET;

THENCE SOUTHERLY, A DISTANCE OF 31.35 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,000.00 FEET AND A CENTRAL ANGLE OF 00°53'54" TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 35, SAID POINT BEING THE **POINT OF TERMINATION**.

**ALSO EXCEPTING THEREFROM**, A STRIP OF LAND 120.00 FEET WIDE, LYING WITHIN SAID SECTIONS 2 AND 35, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT AFORESAID POINT "A"; THENCE ALONG SAID CENTERLINE LINE OF TOWERS THE FOLLOWING COURSES: SOUTH 88°40'15" EAST, A DISTANCE OF 749.00 FEET; THENCE SOUTH 68°13'05" EAST, A DISTANCE OF 4,367.56 FEET; THENCE SOUTH 88°55'27" EAST, A DISTANCE OF 158.14 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SECTION 2, SAID POINT BEING THE **POINT OF TERMINATION**.

**ALSO EXCEPTING THEREFROM** A PORTION OF SAID SECTIONS 26, 35 AND 36, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 1 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 64, SHASTA COUNTY RECORDS FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 36 BEARS NORTH 88°33'49" WEST, A DISTANCE OF 2,680.27 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 36, NORTH 88°33'49" WEST, A DISTANCE OF 2,573.28 FEET TO A POINT IN A LINE LYING WESTERLY 125.00 FEET AND PARALLEL WITH AN EXISTING TOWER LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE THE FOLLOWING THREE COURSES:

NORTH 09°06'12" WEST, A DISTANCE OF 2,699.01 FEET;

THENCE NORTH 00°09'17" WEST, A DISTANCE OF 4,379.15 FEET;

THENCE NORTH 20°38'59" EAST, A DISTANCE OF 882.77 FEET TO A POINT IN THE EASTERLY LINE OF SAID SECTION 26;

THENCE ALONG SAID EASTERLY LINE, SOUTH 00°13'43" EAST, A DISTANCE OF 2,515.22 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 26;

THENCE ALONG THE EASTERLY LINE OF SAID SECTION 35, SOUTH 00°10'56" WEST, A DISTANCE OF 2,663.44 FEET TO THE EAST ONE-QUARTER CORNER THEREOF;

THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 00°24'19" EAST, A DISTANCE OF 340.30 FEET TO A LINE LYING 125.00 FEET EASTERLY OF AND PARALLEL WITH SAID EXISTING TOWER LINE;

THENCE ALONG SAID PARALLEL LINE, SOUTH 09°06'12" EAST, A DISTANCE OF 2,387.73 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID SECTION 36;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 88°33'49" WEST, A DISTANCE OF 254.29 FEET TO THE **TRUE POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.



**PARCEL 37:**

LCP ID #0083 PORTION

APN 027-060-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 15, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED IN THAT DEED RECORDED IN VOLUME 137, PAGE 363 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, DESCRIBED THEREIN AS FOLLOWS:

THE WEST HALF OF THE NORTHEAST ONE-QUARTER, THE NORTHWEST ONE-QUARTER AND THE SOUTH ONE-HALF OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE WESTERLY LINE OF SAID SECTION 15; THENCE SOUTH 39°39'21" EAST, A DISTANCE OF 760.58 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 15 BEARS NORTH 68°25'10" EAST, A DISTANCE OF 5,092.24 FEET;

THENCE SOUTH 86°10'30" EAST, A DISTANCE OF 724.91 FEET;

THENCE SOUTH 30°00'01" WEST, A DISTANCE OF 578.06 FEET;

THENCE SOUTH 83°38'25" EAST, A DISTANCE OF 918.12 FEET;

THENCE SOUTH 58°57'28" EAST, A DISTANCE OF 316.75 FEET;

THENCE SOUTH 39°27'08" EAST, A DISTANCE OF 1,702.98 FEET;

THENCE SOUTH 37°18'55" EAST, A DISTANCE OF 1,007.83 FEET;

THENCE SOUTH 25°12'46" EAST, A DISTANCE OF 833.71 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERLY LINE OF SAID SECTION 15, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 38:**

LCP ID #0084

APN 027-260-002 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 104, PAGE 454 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION TEN (10), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 39:**

LCP ID #0085

APN 027-260-002 PORTION, 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 10 AND SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 131, PAGE 31 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION ELEVEN (11); AND THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER AND THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER AND THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION TEN (10), ALL IN TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 40:**

LCP ID #0086

APN 027-260-002 PORTION, 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 128, PAGE 113 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION TEN (10), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 41:**

LCP ID #0087

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTH ONE-HALF OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 104, PAGE 454 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER AND THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM:**

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, TO HALCOMB PUBLIC CEMETERY DISTRICT, AS RECORDED IN BOOK 473, PAGE 423 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE 1-INCH IRON PIPE (MARKED R.E. 8700) IN THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, FROM WHICH A 1-INCH CAPPED IRON PIPE (MARKED R.E. 5438) MARKING THE NORTH ONE-QUARTER CORNER OF SAID SECTION ELEVEN (11), BEARS NORTH 18°16'47" WEST 2,782.50 FEET DISTANT AND RUNNING THENCE SOUTH 17°43' EAST 163.28 FEET TO A 1-INCH IRON PIPE (MARKED R.E.8700); THENCE SOUTH 84°19'45" WEST 85.34 FEET TO A 1-INCH IRON PIPE (MARKED R.E.8700); THENCE NORTH 5°30' WEST 155.43 FEET TO A 1-INCH IRON PIPE (MARKED R.E.8700); THENCE NORTH 79°31'45" EAST 50.98 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.247 ACRE AND BEING A PORTION OF SAID SECTION ELEVEN (11).

**PARCEL 42:**

LCP ID #0088

APN 027-260-003

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 35, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 110, PAGE 168 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 43:**

LCP ID #0089

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 112, PAGE 266 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

A STRIP OF LAND UNIFORMLY 330 FEET WIDE AND 1,320 FEET LONG, BEING THE SOUTHERLY 10 ACRES OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 44:**

LCP ID #0090

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 41, PAGE 475 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 45:**

LCP ID #0091

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 127, PAGE 366 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN,

EXCEPTING THEREFROM THE SOUTHERLY 10 ACRES OF THE AFORESAID LOT, WHICH WERE CONVEYED BY EDWARD CONKLIN UNTO THE PARTY OF THE SECOND PART BY DEED BEARING THE DATE OF THE 20TH DAY OF AUGUST, 1912 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF SHASTA, IN VOLUME 112 OF DEEDS, AT PAGE 266.

**PARCEL 46:**

LCP ID #0092

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 104, PAGE 446 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**END OF DESCRIPTIONS.**

**EXHIBIT "A-1"** ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

*NOTE: THE INTENT IS TO MERGE ANY UNDERLYING PARCELS WITHIN THE LANDS DESCRIBED ABOVE, IF ANY.*

THESE DESCRIPTIONS WERE PREPARED BY ME:

*Jesse Lenaker*

---

JESSE J. LENAHER, L.S. 8515



**Exhibit A-1**

Property Maps  
(Attached behind this Page)

SEE PAGES 2-3

ALL IN THE STATE OF CALIFORNIA,  
COUNTY OF SHASTA,  
M.D.B.&M.

SEE PAGE 13

GRID

T. 37 N.  
T. 36 N.

T. 37 N.  
T. 36 N.

PIT RIVER

SEE PAGES 4-5

SEE PAGES 6-10

TUNNEL RESERVOIR

PIT 5 DAM

SEE PAGES 11-12

SEE PAGES 14 - 18

02/01/22

T. 36 N.  
T. 35 N.

T. 36 N.  
T. 35 N.



LEGEND



DONATED LANDS

SHEET INDEX

PAGE NO.	PARCEL NO.
PAGES 2-3	PARCELS 20-32
PAGES 4-5	PARCELS 7, 17, 33-35
PAGES 6-10	PARCELS 1-4, 8-9, 16, 18
PAGES 11-12	PARCELS 5-6, 10, 19
PAGES 13	PARCELS 11-15
PAGE 14-18	PARCEL 36
PAGE 19	PARCELS 37-46

SEE PAGE 19

NOT TO SCALE

R. 1 W.  
R. 1 E.  
R. 1 W.  
R. 1 E.  
R. 1 W.  
R. 1 E.

BIG BEND

BIG BEND ROAD

BAKER ROAD  
PIT RIVER

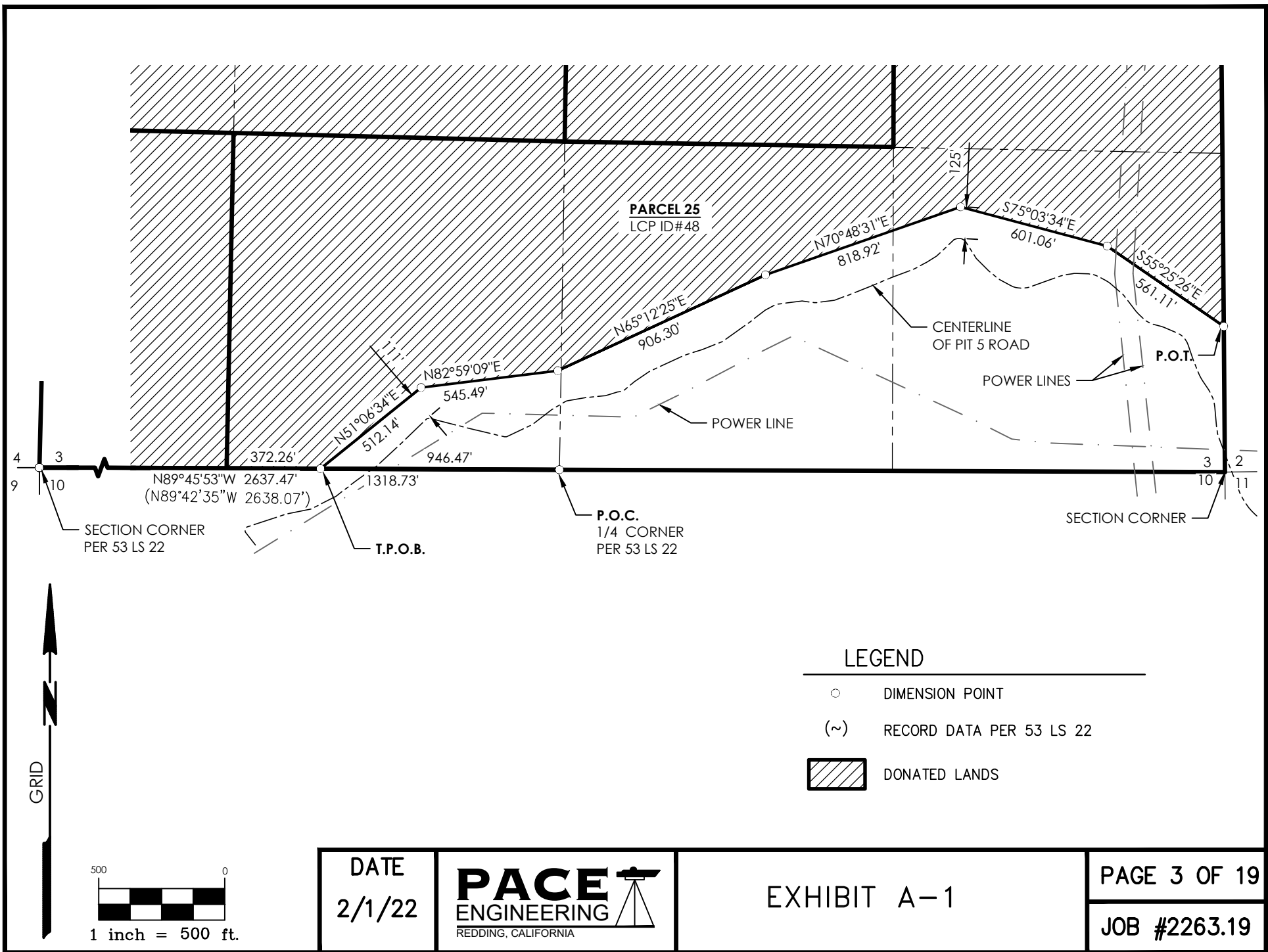
WENGLER

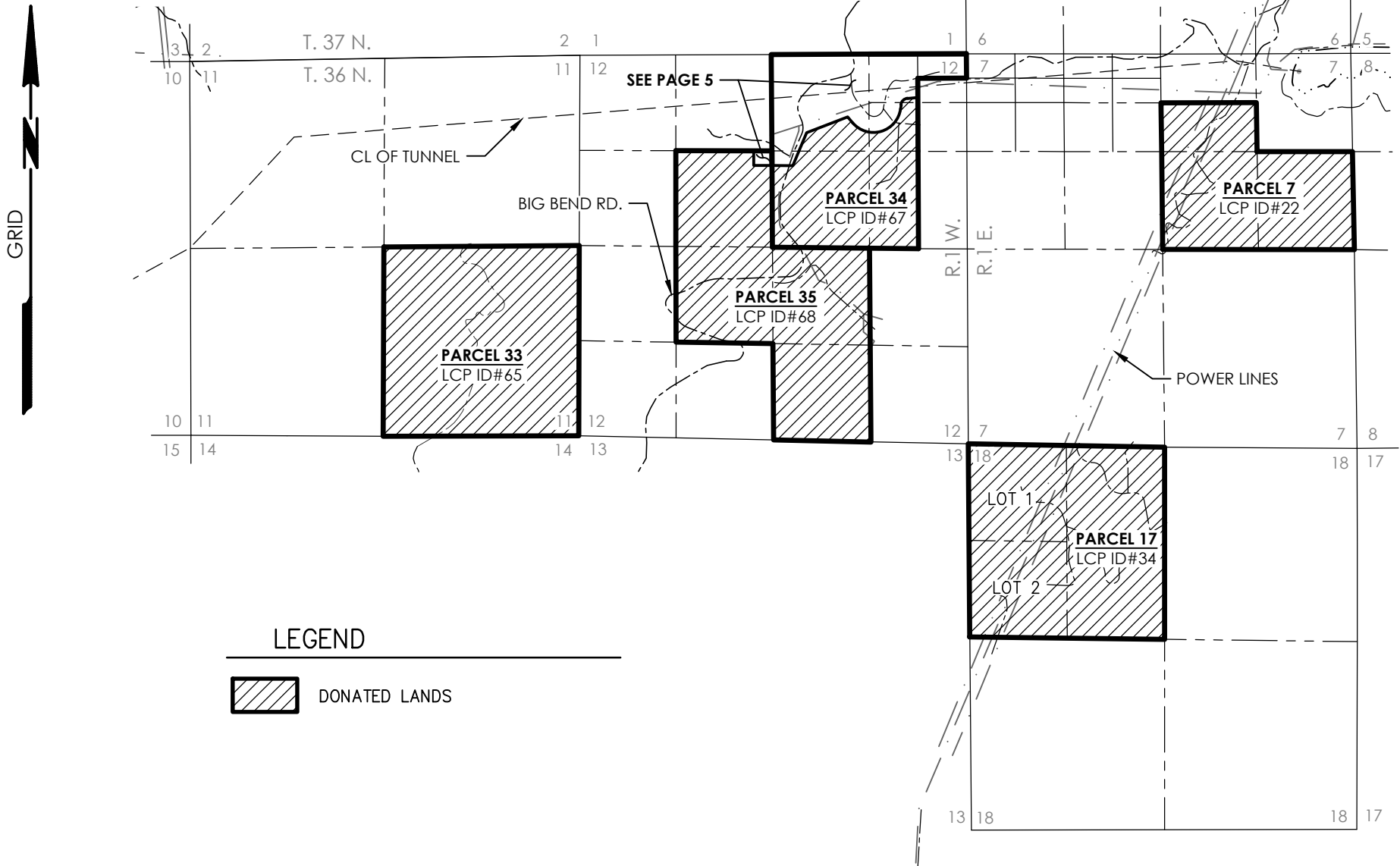
PIT RIVER

BIG BEND ROAD









### LEGEND



DONATED LANDS



DATE  
2/1/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

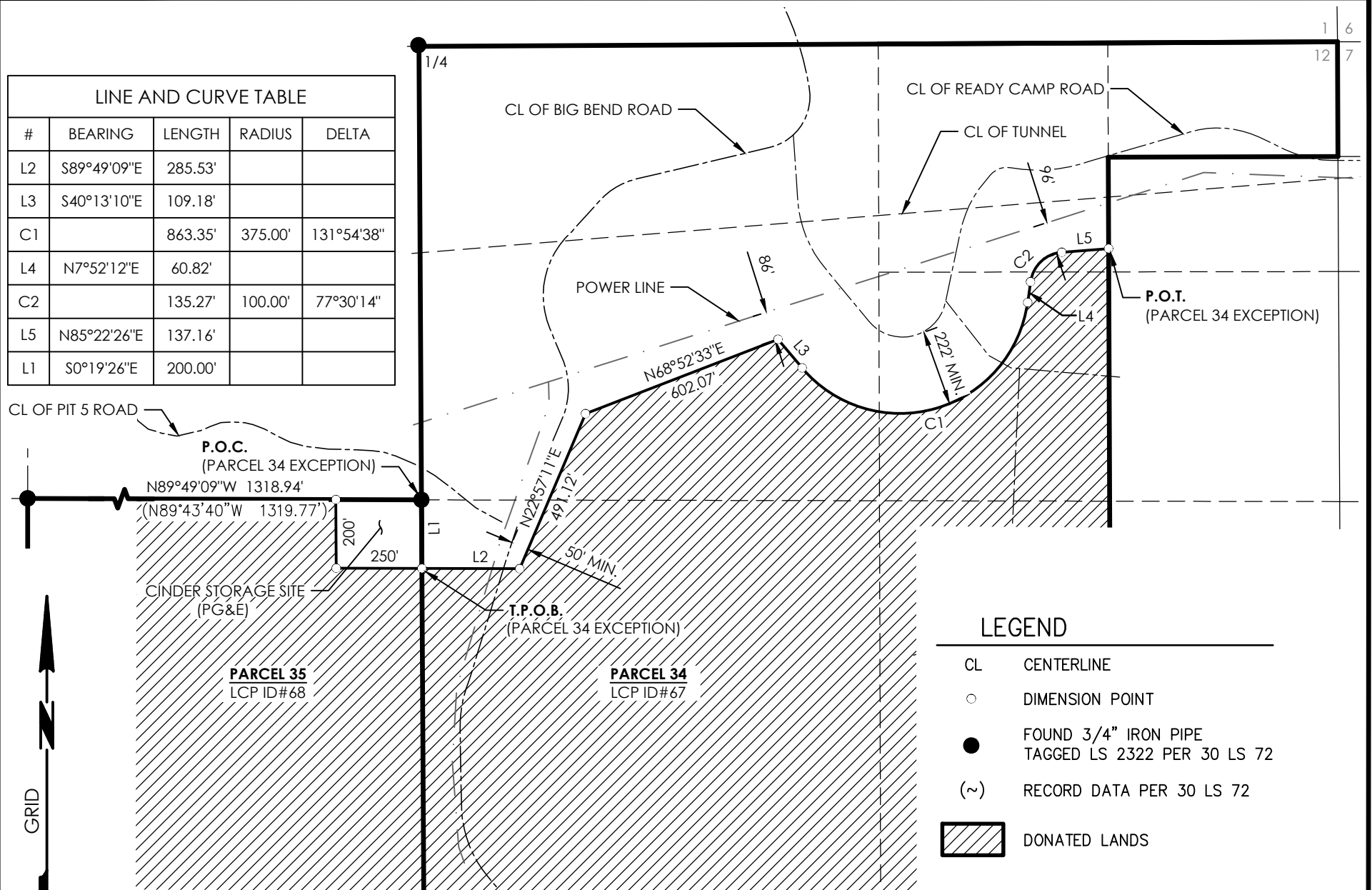
EXHIBIT A-1

PAGE 4 OF 19

JOB #2263.19

LINE AND CURVE TABLE

#	BEARING	LENGTH	RADIUS	DELTA
L2	S89°49'09"E	285.53'		
L3	S40°13'10"E	109.18'		
C1		863.35'	375.00'	131°54'38"
L4	N7°52'12"E	60.82'		
C2		135.27'	100.00'	77°30'14"
L5	N85°22'26"E	137.16'		
L1	S0°19'26"E	200.00'		



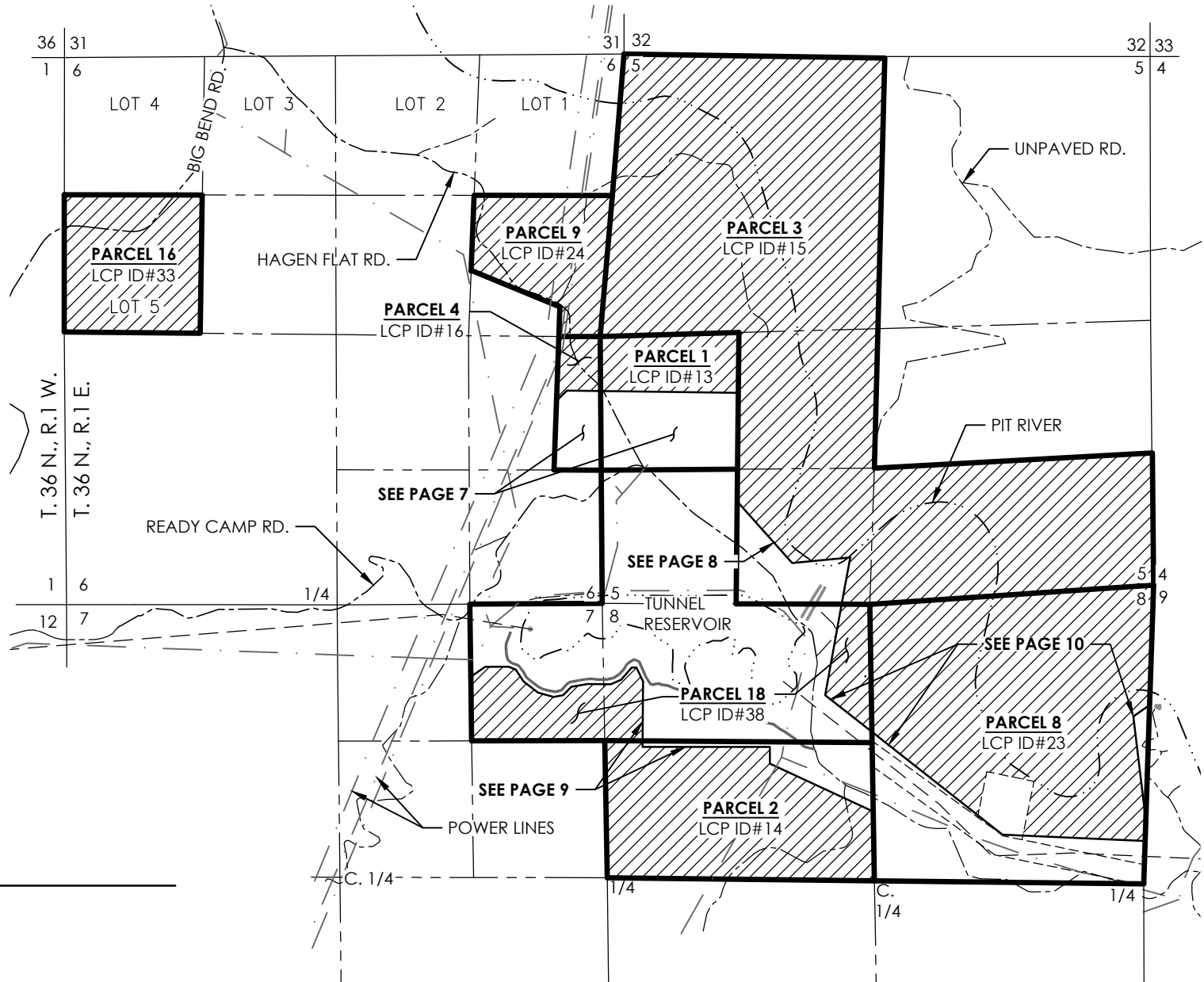
DATE  
2/1/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1

PAGE 5 OF 19

JOB #2263.19



## LEGEND



DONATED LANDS



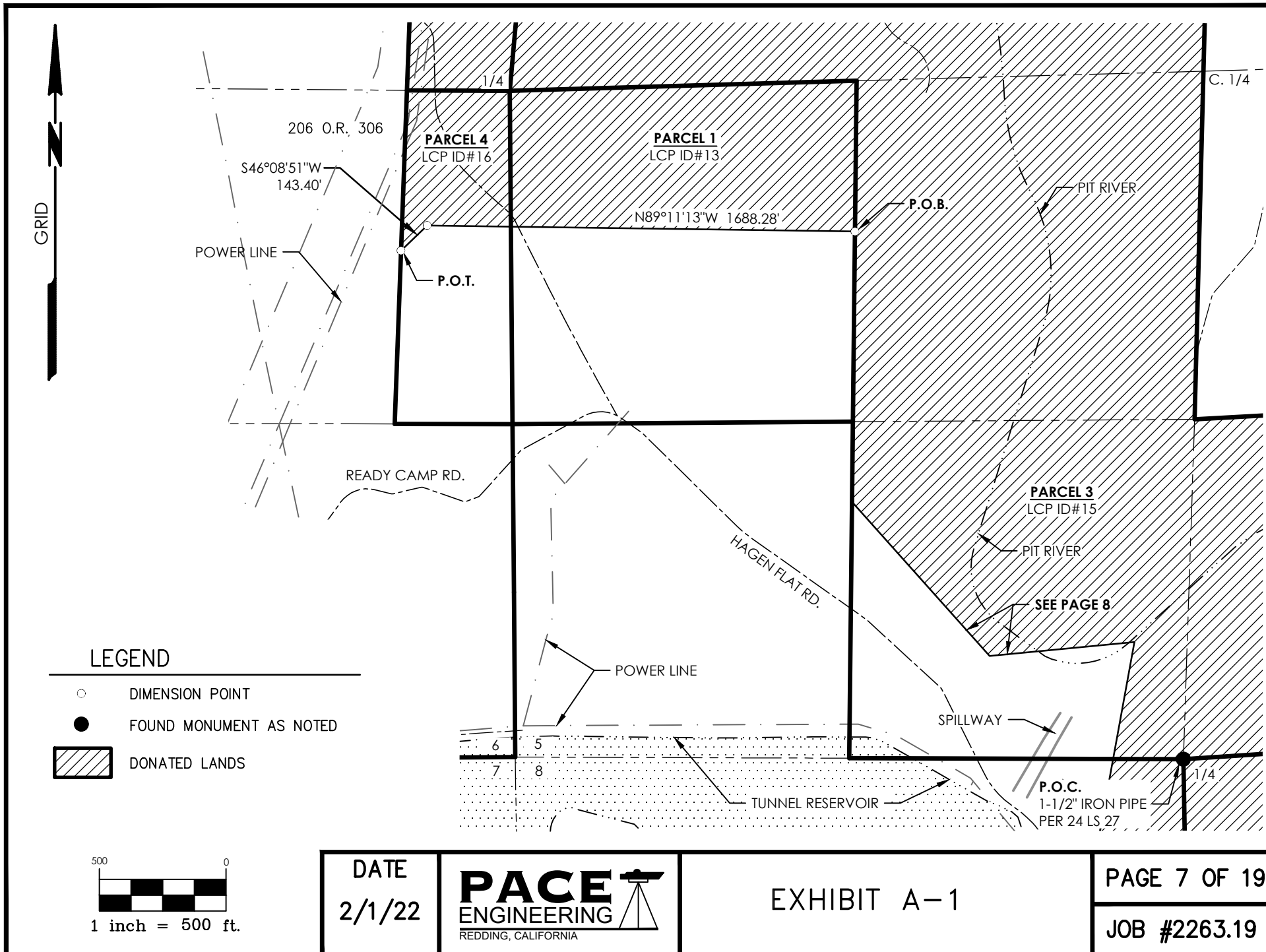
DATE  
2/1/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1




PAGE 6 OF 19

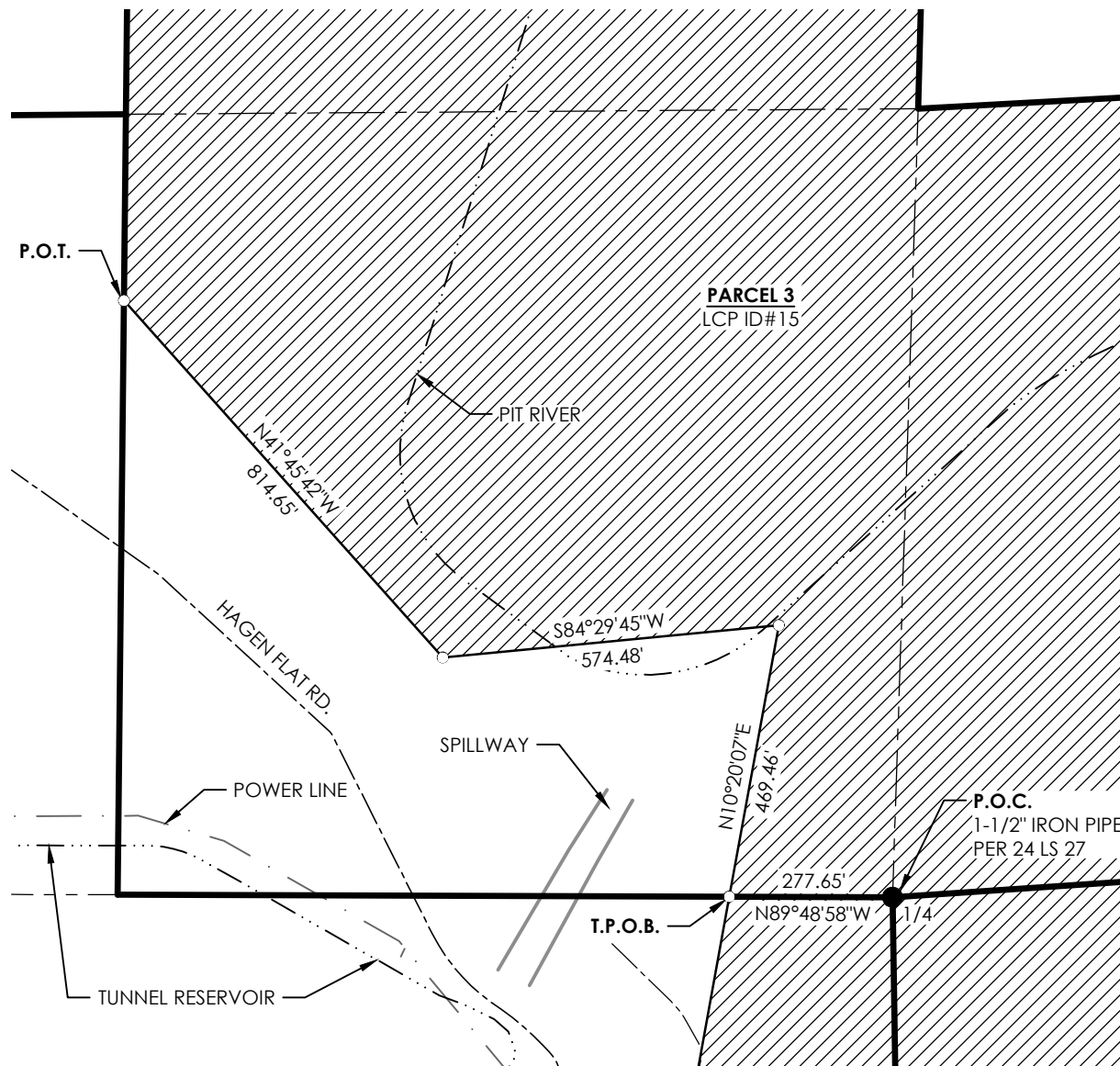
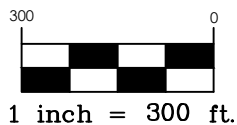
JOB #2263.19





### LEGEND

-  DIMENSION POINT
-  FOUND MONUMENT AS NOTED
-  DONATED LANDS



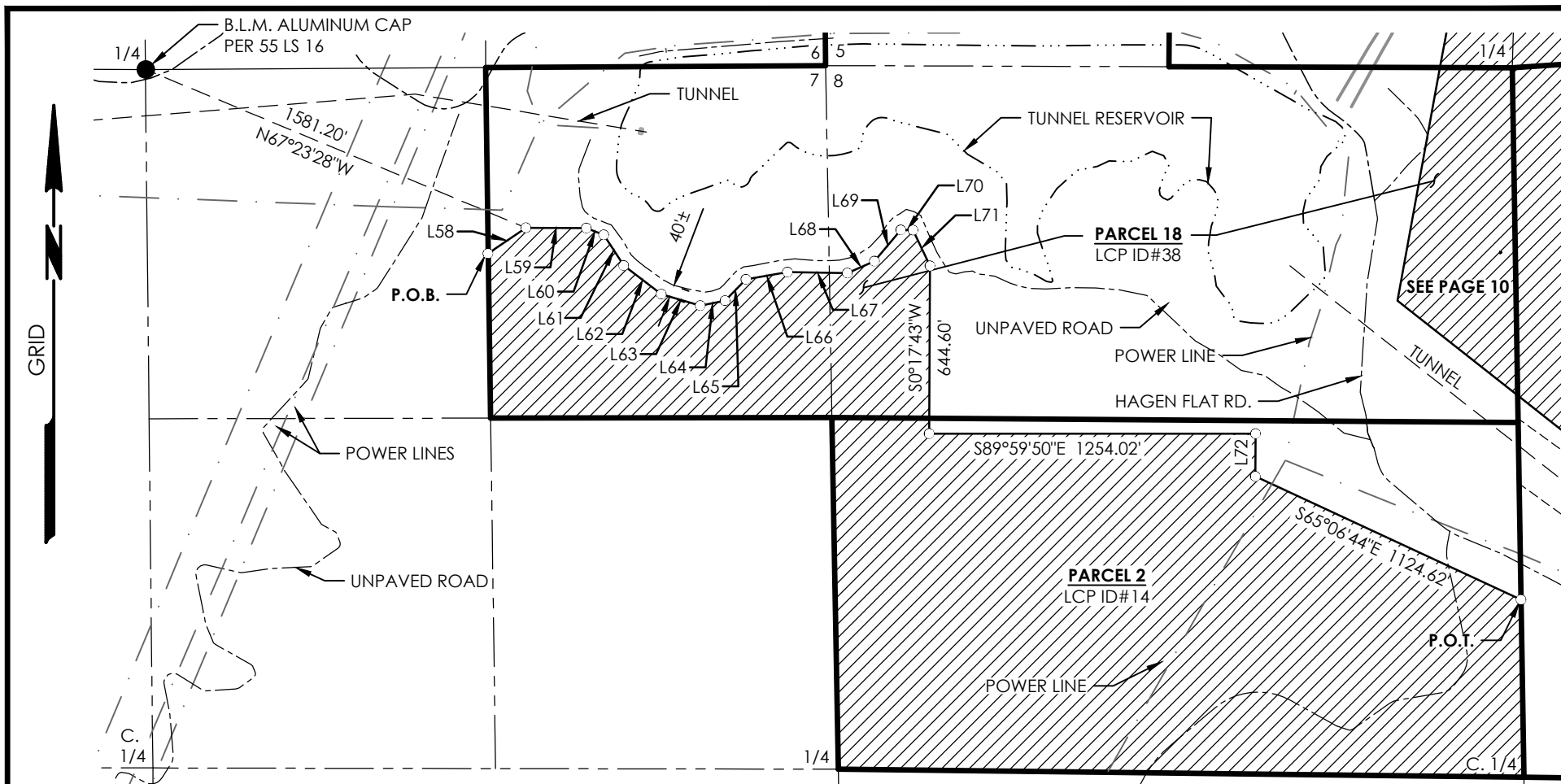
DATE  
2/1/22



EXHIBIT A-1

PAGE 8 OF 19

JOB #2263.19



LINE TABLE		
LINE	BEARING	LENGTH
L58	N55°44'18"E	174.38'
L59	S89°39'03"E	232.24'
L60	S68°38'06"E	71.69'
L61	S33°07'19"E	140.89'

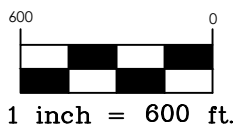
LINE TABLE		
LINE	BEARING	LENGTH
L62	S52°43'21"E	181.06'
L63	S73°36'50"E	156.50'
L64	N78°27'52"E	97.31'
L65	N44°36'08"E	114.37'

LINE TABLE		
LINE	BEARING	LENGTH
L66	N80°06'34"E	161.79'
L67	S89°04'53"E	229.88'
L68	N66°18'00"E	113.66'
L69	N40°13'41"E	157.02'

LINE TABLE		
LINE	BEARING	LENGTH
L70	S89°39'03"E	46.92'
L71	S25°23'36"E	152.26'
L72	S0°21'03"W	164.33'

### LEGEND

- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- ▨ DONATED LANDS



DATE  
2/1/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

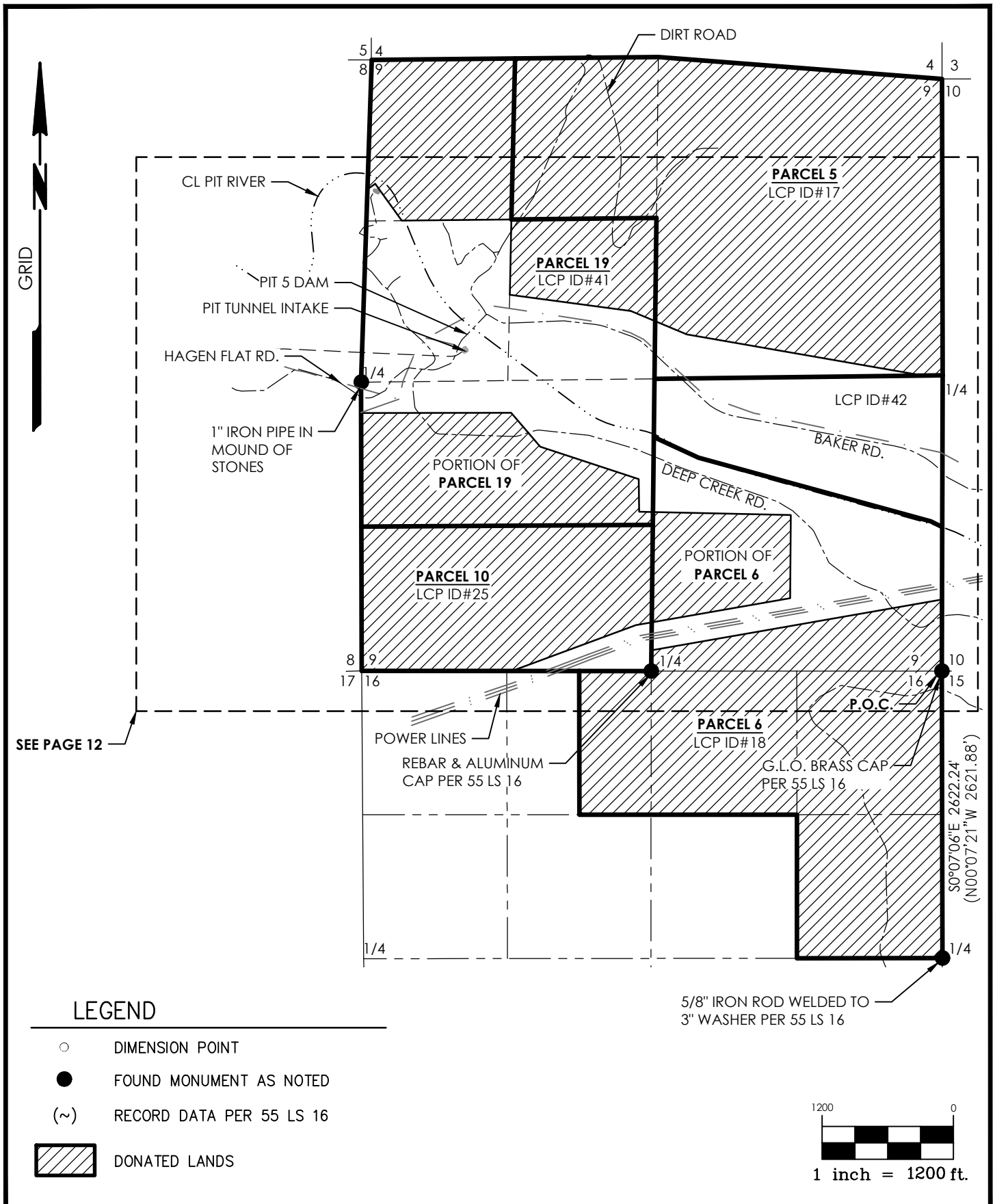
EXHIBIT A-1

PAGE 9 OF 19


JOB #2263.19







# LEGEND

- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- (~) RECORD DATA PER 55 LS 16
-  DONATED LANDS

1200 0  
1 inch = 1200 ft.

DATE  
2/1/22

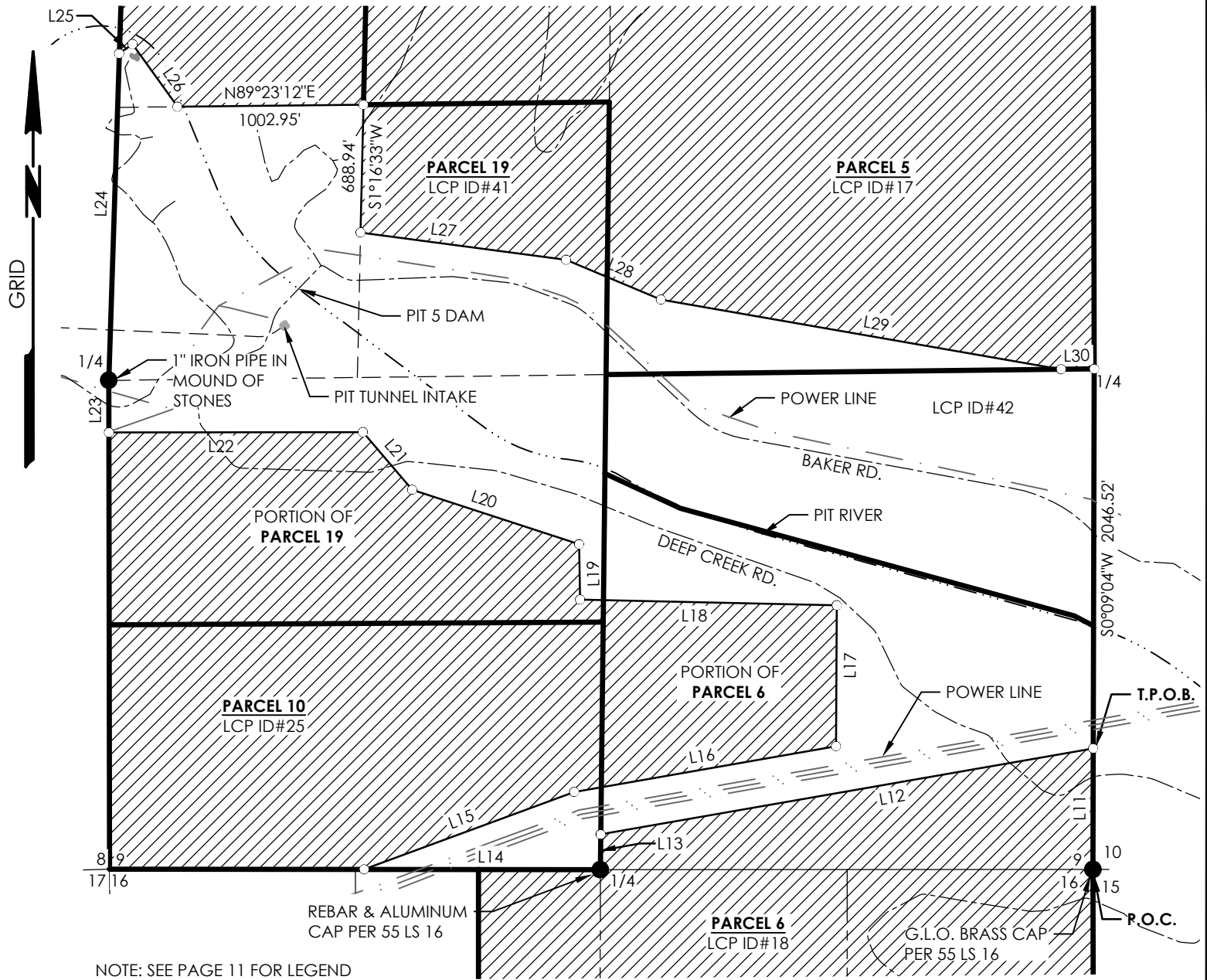
**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1

PAGE 11 OF 19

JOB #2263.19

LINE TABLE		
LINE	BEARING	LENGTH
L11	N0°09'04"E	653.43'
L12	S80°05'32"W	2695.91'
L13	S0°40'00"W	190.53'
L14	N89°56'47"W	1275.32'
L15	N69°46'25"E	1209.68'
L16	N80°05'32"E	1432.55'
L17	N0°20'18"E	760.03'
L18	N88°43'28"W	1384.88'
L19	N0°51'59"W	298.06'
L20	N71°54'21"W	947.43'
L21	N40°32'47"W	408.87'
L22	S89°55'29"W	1370.32'
L23	N0°05'37"W	280.72'
L24	N1°53'00"E	1764.57'
L25	N54°37'44"E	86.12'
L26	S35°42'03"E	415.66'
L27	S82°24'49"E	1117.17'
L28	S67°18'43"E	555.13'
L29	S80°06'41"E	2190.11'
L30	N89°19'44"E	178.62'



800 0  
1 inch = 800 ft.

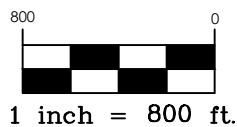
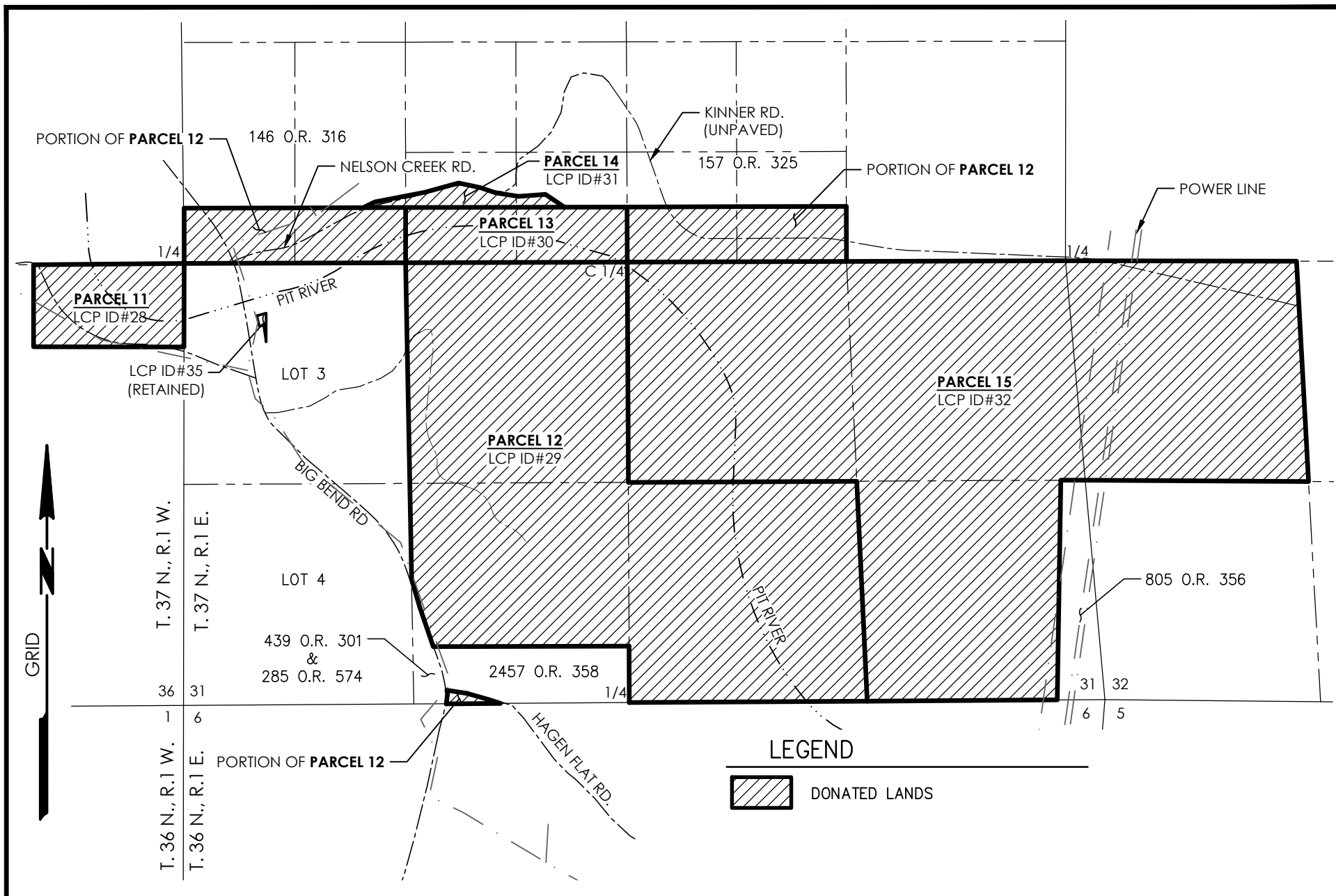
DATE  
2/1/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1

PAGE 12 OF 19

JOB #2263.19



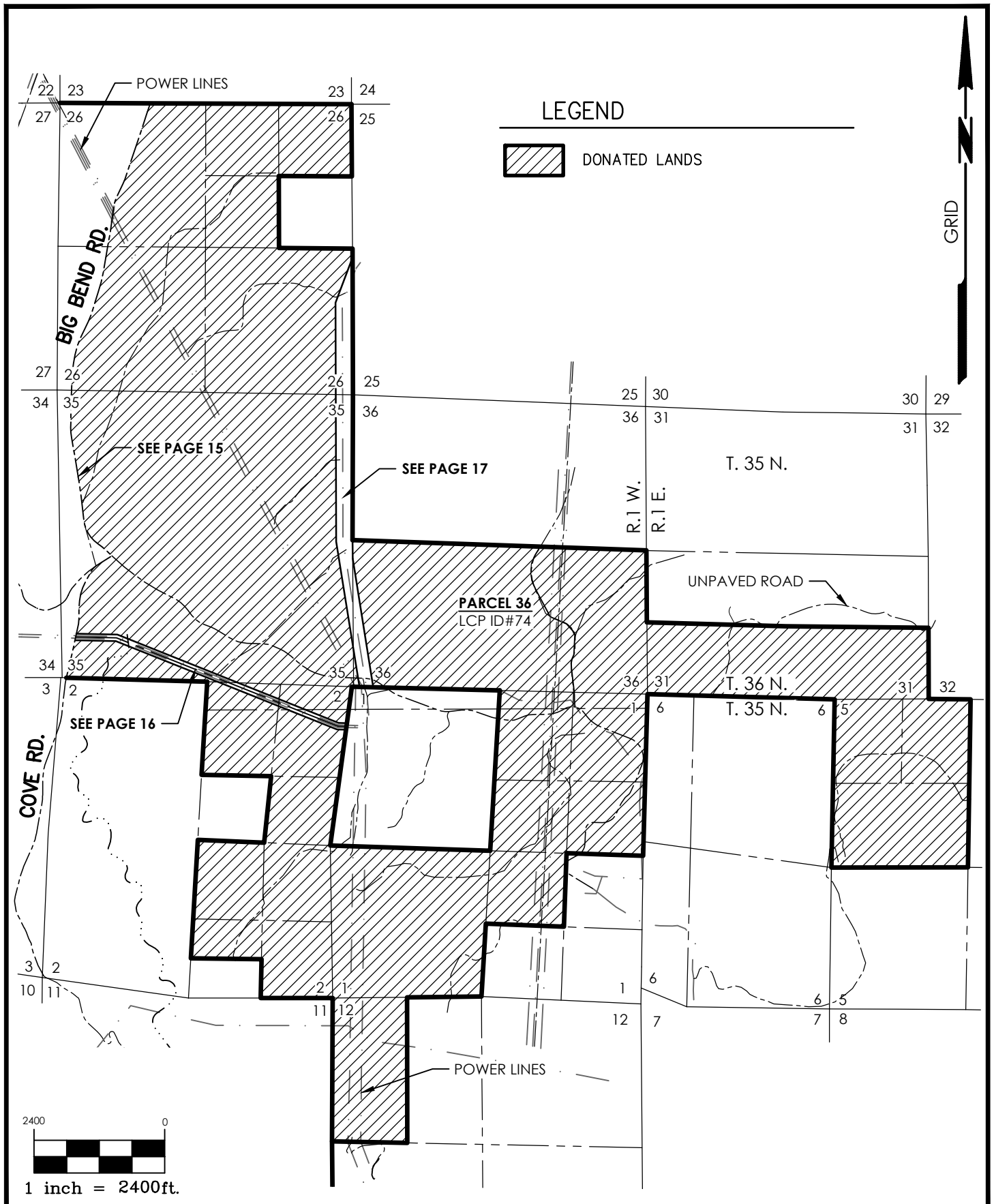
DATE  
2/1/22

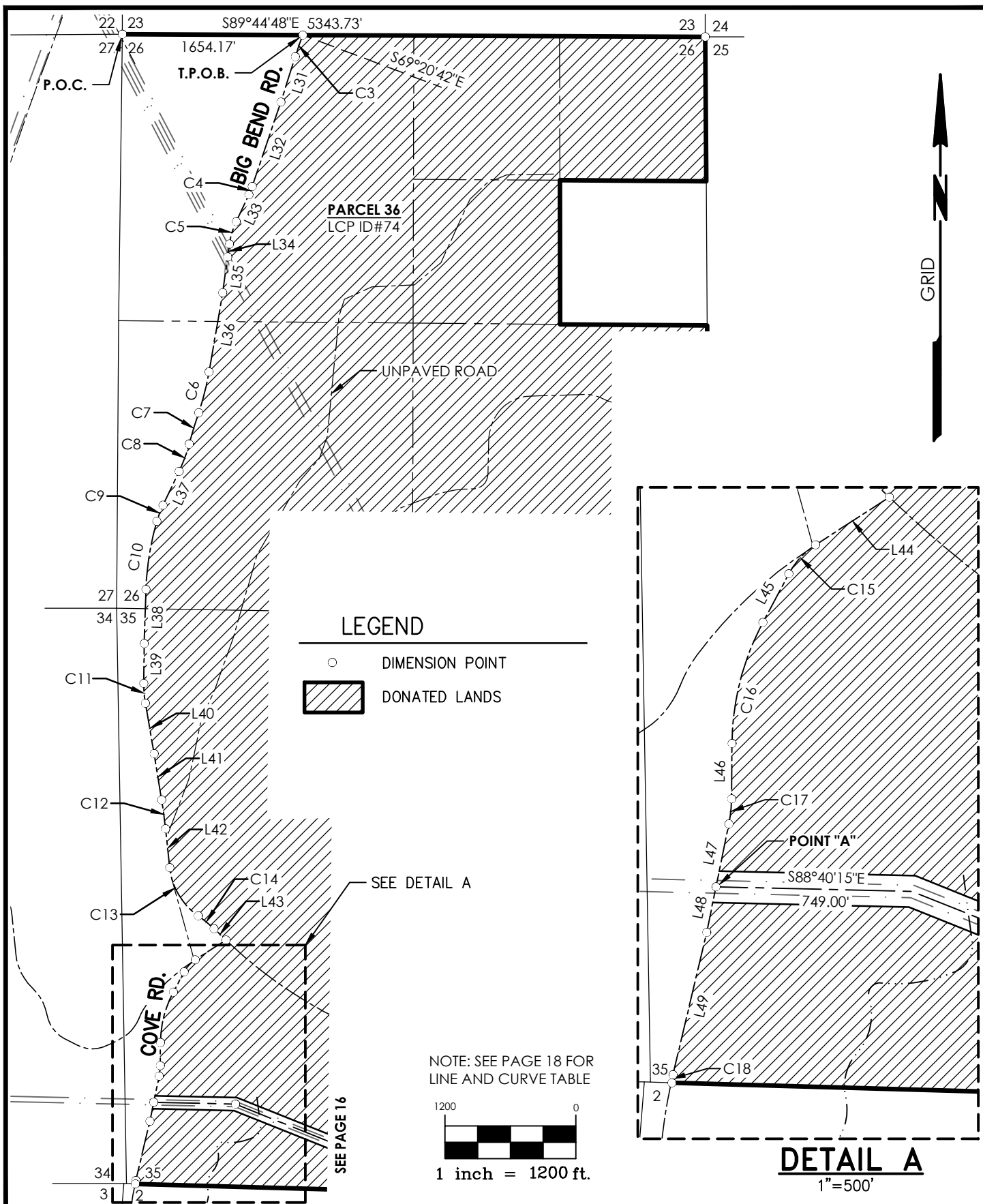
**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

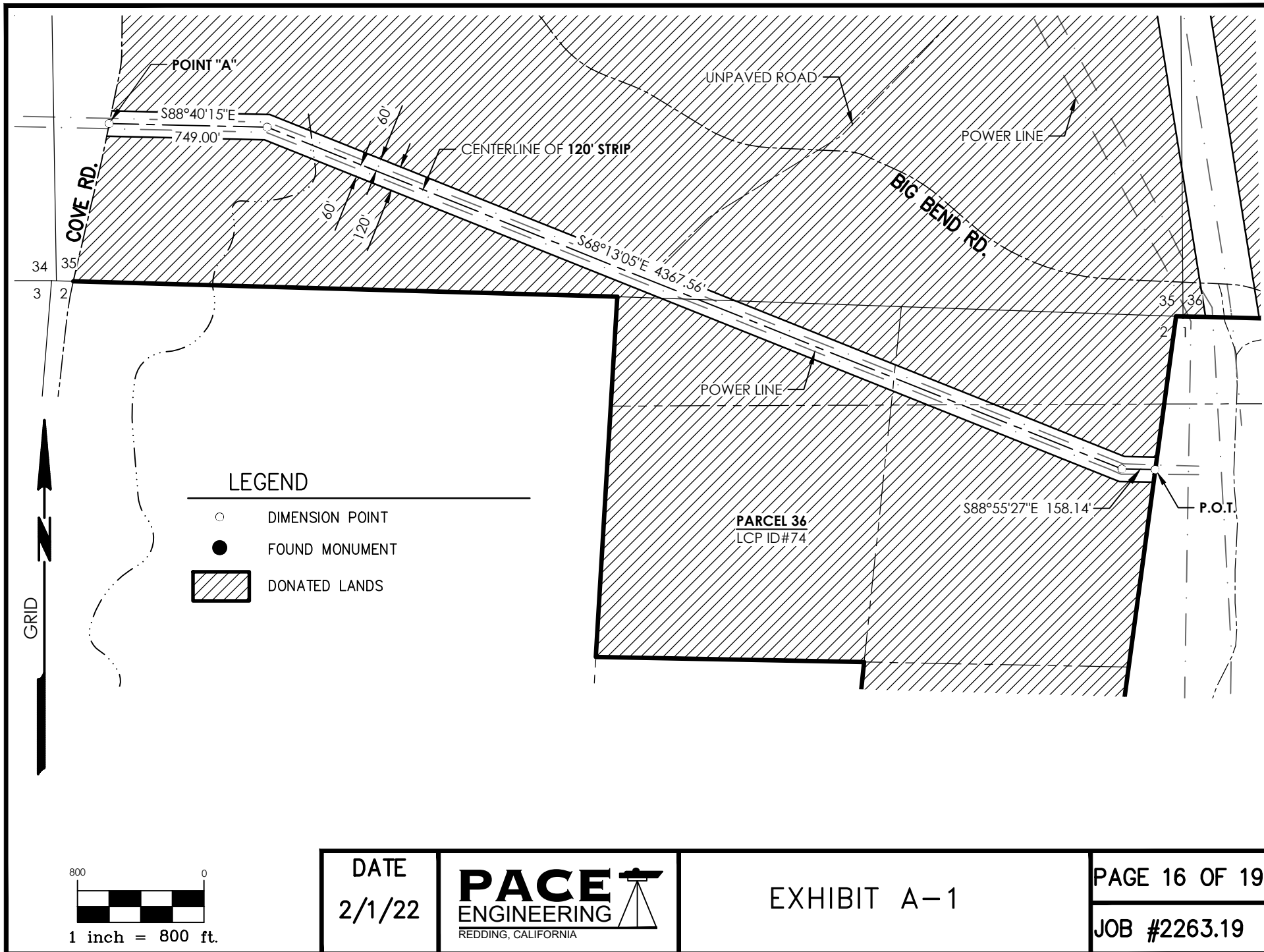
EXHIBIT A-1

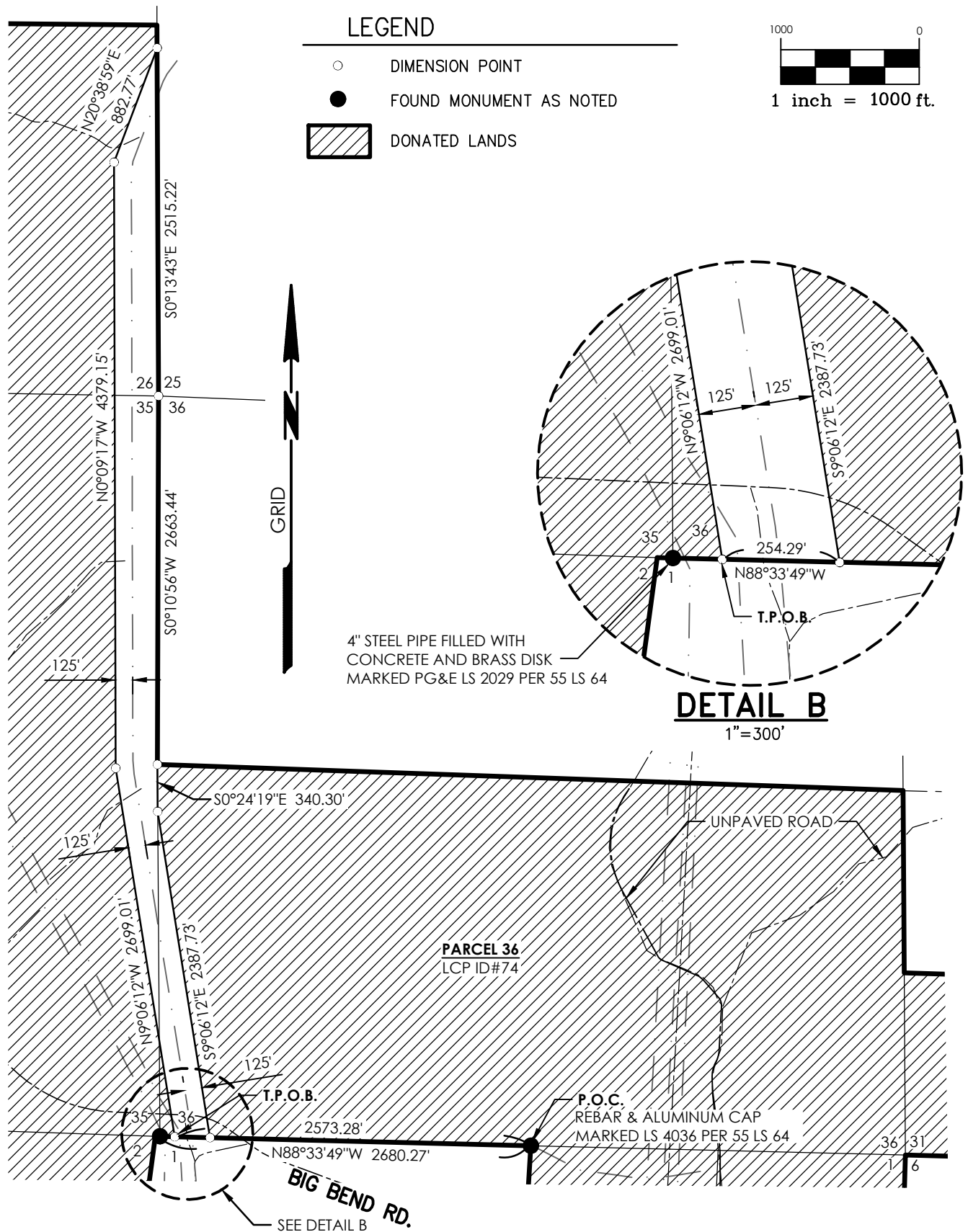
PAGE 13 OF 19

JOB #2263.19









DATE  
2/1/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1

PAGE 17 OF 19

JOB #2263.19

LINE AND CURVE TABLE				
#	BEARING	DISTANCE	RADIUS	DELTA
C3		210.77'	4000.00'	3°01'08"
L31	S17°38'09"W	435.57'		
L32	S18°43'15"W	817.62'		
C4		82.20'	700.00'	6°43'40"
L33	S25°26'55"W	272.28'		
C5		215.15'	700.00'	17°36'38"
L34	S7°50'17"W	119.14'		
L35	S7°50'17"W	330.55'		
L36	S9°47'30"W	737.21'		
C6		386.04'	2500.00'	8°50'50"
C7		299.96'	5000.00'	3°26'14"
C8		267.65'	1500.00'	10°13'25"
L37	S25°25'31"W	343.59'		
C9		158.11'	1000.00'	9°03'32"
C10		634.87'	2500.00'	14°33'01"
L38	S1°48'58"W	495.89'		
L39	S0°36'57"W	365.42'		
C11		182.51'	1000.00'	10°27'26"
L40	S9°50'29"E	469.89'		
L41	S9°13'32"E	428.71'		
C12		267.65'	5000.00'	3°04'02"
L42	S6°09'31"E	357.88'		
C13		528.64'	620.00'	48°51'12"
C14		186.87'	1300.00'	8°14'10"
L43	S46°46'32"E	150.99'		
L44	S57°11'01"W	335.42'		
C15		152.19'	300.00'	29°03'57"
L45	S28°07'03"W	210.32'		
C16		481.96'	1000.00'	27°36'51"
L46	S0°30'13"W	211.23'		

LINE AND CURVE TABLE				
#	BEARING	DISTANCE	RADIUS	DELTA
C17		96.53'	500.00'	11°03'41"
L47	S11°33'54"W	244.98'		
L48	S11°33'54"W	177.60'		
L49	S13°18'44"W	558.37'		
C18		31.35'	2000.00'	0°53'54"

DATE  
2/1/22

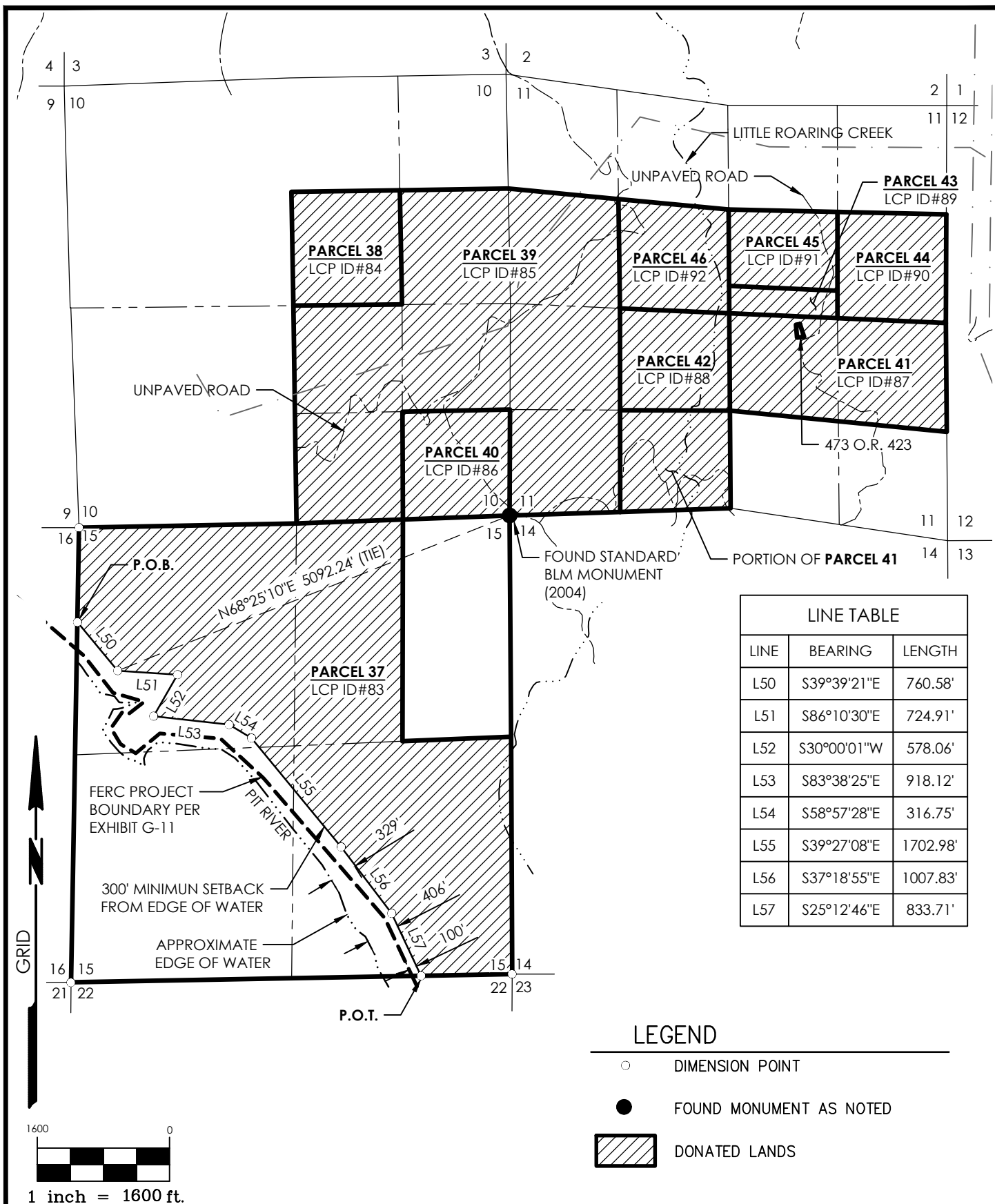


EXHIBIT A-1

PAGE 18 OF 19

JOB #2263.19





**EXHIBIT D**

Form of Utility Facility Access, Operation and Maintenance Easement

[Attached Behind this Page]

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

PACIFIC GAS AND ELECTRIC COMPANY  
Land Department  
Attention: Paul Coviello  
1850 Gateway Blvd, Room 7043C  
Concord, CA 94520

WITH A COPY TO:

STATE OF CALIFORNIA  
Department of General Services  
707 3<sup>rd</sup> Street, MS-501  
West Sacramento, CA 95605  
Attention: RPSS-Acquisitions

(Space Above this Line for Recorder's Use)

A.P.N. 021-120-004-000, 021-120-008-000, 021-200-002-000, 021-200-003-000, 021-200-004-000, 021-200-005-000, 021-200-021-000, 021-200-022-000, 021-200-032-000, 021-250-003-000, 021-250-007-000, 021-250-009-000, 021-270-010-000, 022-080-001-000, 022-080-002-000, 022-080-003-000, 022-080-012-000, 022-080-020-000, 022-110-001-000, 022-110-005-000, 022-130-015-000, 022-330-006-000, 022-330-011-000, 027-020-005-000, 027-020-014-000, 027-020-015-000, 027-060-001-000, 027-110-011-000, 027-180-012-000, 027-260-002-000, 027-260-003-000, 027-280-006-000, 022-090-002-000

LD: 2436-01-10004

Agency: Department of Forestry and Fire Protection  
Project: Pit River and Tunnel Reservoir

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

## **UTILITY FACILITY ACCESS, OPERATION AND MAINTENANCE EASEMENT**

Between

STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF GENERAL SERVICES, on  
behalf of the DEPARTMENT OF FORESTRY AND FIRE PROTECTION,

as Grantor

and

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,

as Grantee

## UTILITY FACILITY ACCESS, OPERATION AND MAINTENANCE EASEMENT

This UTILITY FACILITY ACCESS, OPERATION AND MAINTENANCE EASEMENT (the "**Agreement**") is made and entered into by and between the STATE OF CALIFORNIA (hereinafter referred to as "**STATE**"), acting by and through the DEPARTMENT OF GENERAL SERVICES ("**DGS**"), on behalf of the DEPARTMENT OF FORESTRY AND FIRE PROTECTION ("**CAL FIRE**"), and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**GRANTEE**"). The STATE, DGS, CAL FIRE and GRANTEE are collectively referred to as the "**PARTIES**". Capitalized terms used in this Agreement shall have the meanings ascribed to them by the section in which such term is first defined. This Agreement includes all exhibits attached hereto.

### RECITALS

- A. STATE is the owner of approximately ±6,982 acres of land in the unincorporated area of Shasta County (the "**County**"), State of California, with the Assessor's Parcel Numbers noted on the first page of this Agreement, and is more particularly described in Exhibit A and shown on Exhibit A-1, each attached hereto and incorporated by this reference into this Agreement (the "**Property**"). STATE acquired fee title to the Property from GRANTEE immediately before the recordation of this Agreement.
- B. GRANTEE is a party to that certain Settlement Agreement ("**Settlement Agreement**") as modified and approved by the Public Utilities Commission of the State of California ("**CPUC**") in its Opinion and Order of December 18, 2003 (Decision 03-12-035).
- C. 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 ("**Stipulation**").
- D. The Settlement Agreement and the Stipulation (collectively, "**Governing Documents**") require GRANTEE to ensure that approximately 140,000 acres of watershed lands, all owned by GRANTEE (collectively, "**Watershed Lands**"), which included 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 GRANTEE to convey fee interests and/or 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**".
- E. Pursuant to the Governing Documents, the Pacific Forest and Watershed Lands Stewardship Council, a California non-profit public benefit corporation ("**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 ("**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. In addition, the Stewardship Council Board of Directors adopted that certain Pit River and Tunnel Reservoir Planning Unit Land Conservation and Conveyance Plan adopted by the Stewardship Council Board of Directors on or about September 19, 2018, and as amended (the "**PIT RIVER LCCP**").

- F. In furtherance of the LCP and the PIT RIVER LCCP, and with CPUC approval, GRANTEE conveyed the Property in fee to STATE pursuant to that certain Grant Deed and Reservation of Rights recorded in the Official Records of the County immediately prior to the recordation of this Agreement (the “**Grant Deed**”).
- G. Consistent with the conditions in the Governing Documents, immediately following the recordation of the Grant Deed and this Agreement, the Property shall be subject to a perpetual conservation easement (the “**Conservation Easement**”) granted by STATE to the Shasta Land Trust, a California nonprofit public benefit corporation (“**SLT**”). The Conservation Easement shall be subject to the rights of GRANTEE reserved in the Grant Deed and the rights and interests of GRANTEE conveyed pursuant to this Agreement (such rights and interests being collectively referred to as the “**PG&E Reserved Rights**”).
- H. Pursuant to the PIT RIVER LCCP, the Property is not associated with a Federal Energy Regulatory Commission (“**FERC**”) project and GRANTEE determined the Property did not need to be retained for existing or future utility operations.
- I. GRANTEE has used and continues to use the Property for the purpose of generating and transmitting hydroelectric energy, managing and monitoring the flow of water over the existing waterways for consumptive and non-consumptive uses, conducting various biological and land use studies mandated by the FERC, and for other purposes as described more fully below (collectively, “**Hydro Project Activities**”). Additionally, Grantee has used and desires to continue to use the Property to erect, construct, reconstruct, replace, remove, operate, inspect, maintain and use facilities of the type hereinafter specified for the transformation, transmission and distribution of electric energy and for communication purposes (collectively “**Electric Activities**”). As used herein, “**Hydroelectric Facilities and associated Water Delivery Facilities**” and “**Electric Facilities**” refers to those existing and future facilities, structures and improvements now or hereafter located on, above, or under the Property, that are associated with the Hydro Project Activities and the Electric Activities, as described more fully below.
- J. THE PARTIES enter into this Agreement for the purpose of GRANTEE receiving an easement for the purposes described below in this Agreement over the area of the Property more particularly described in Exhibit C and shown on Exhibit D, each attached hereto and incorporated by this reference into this Agreement (referred to in this Agreement as the “**Easement Area**”).

### **AGREEMENT**

NOW THEREFORE, in consideration of the above recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and covenants contained in this Agreement, the PARTIES agree as follows:

1. Grant of Easement. STATE, pursuant to the provisions of Section 14666 of the Government Code of the State of California, hereby grants to GRANTEE a non-exclusive, perpetual easement to engage in or invite or permit others to engage in the activities and uses set forth below (collectively, the “**Easement**”), as GRANTEE may determine in GRANTEE's sole discretion exercised in good faith is required for GRANTEE's continued Hydro Project Activities and Electric Activities, including the continued operation and maintenance of Hydroelectric Facilities and associated Water Delivery Facilities, and Electric Facilities (collectively the “**Permitted Uses**”):
  - a. The right of GRANTEE and/or GRANTEE's agents, employees, contractors, subcontractors of any tier, and invitees (collectively “**GRANTEE's Representatives**”) to operate and maintain existing and future Hydroelectric Facilities and associated Water

Delivery Facilities within the Easement Area, including project replacements and improvements required to meet existing and future water delivery and other requirements for power generation and consumptive water use by existing and future users, compliance with any applicable license issued by the FERC ("**FERC License**"), FERC License renewal, or other regulatory requirements.

- b. The right of GRANTEE and GRANTEE's Representatives to conduct any and all uses and activities within the Easement Area now or at any time in the future deemed necessary or appropriate by GRANTEE in GRANTEE's sole discretion exercised in good faith in connection with the generation of hydroelectric energy, including, but not limited to the operation, repair, alteration, replacement and expansion of existing Hydroelectric Facilities and Water Delivery Facilities, and the construction, operation, repair, alteration, replacement and expansion of new Hydroelectric Facilities and Water Delivery Facilities.
- c. The right of GRANTEE and GRANTEE's Representatives to use, maintain, establish, construct, alter, expand and improve water sources, courses, and bodies upon and within the Property, and to take, divert and appropriate water.
- d. The right of GRANTEE and GRANTEE's Representatives to increase or otherwise modify water storage capacities of Water Delivery Facilities within the Easement Area.
- e. The right of GRANTEE and GRANTEE's Representatives to conduct any and all uses and activities within the Easement Area currently or in the future deemed necessary or appropriate by GRANTEE in GRANTEE's sole discretion exercised in good faith to comply with any applicable FERC License or other regulatory requirements, including any amendments thereto and replacements thereof, and with applicable regulations and orders of the FERC or other regulatory agencies.
- f. The right of GRANTEE and GRANTEE's Representatives to conduct any and all uses and activities now or at any time hereafter deemed necessary or appropriate by GRANTEE in GRANTEE's sole discretion exercised in good faith to comply with the Federal Power Act (Title 16 United States Code, Chapter 12).
- g. The right of GRANTEE and GRANTEE's Representatives to decommission all or any portion of existing and future Hydroelectric Facilities and associated Water Delivery Facilities in accordance with any applicable FERC License.
- h. The right of GRANTEE and GRANTEE's Representatives to access the Easement Area to operate and maintain GRANTEE's existing and future facilities for the transformation, transmission and distribution of electric energy, and for communication purposes within the strips of land described below and also the right to construct, install, repair, enlarge, improve, reconstruct, replace, remove, maintain and use the same as GRANTEE shall at any time and from time to time deem necessary, together with the rights to excavate for, construct, install, repair, enlarge, improve, 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 therefor necessary for transforming electric energy, 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; all to be on land described as follows:

- (a). The strips of land described in **Exhibit E** and shown on **Exhibit F**, attached hereto and made a part hereof ("**Electrical Strips**").
  - i. The right of ingress to and egress over and across the Property by means of the existing roads and lanes thereon and/or any replacement or relocation thereof (collectively, "**Access Roads**") or by such route or routes as shall occasion the least practicable damage and inconvenience to STATE and to use said Access Roads or routes to provide access to any of GRANTEE's easements and facilities on lands adjacent to said real property.
  - j. The right of GRANTEE and GRANTEE's Representatives to install, maintain and use gates in all fences which now or in the future cross the Property, and in the event locked gates are placed in fences now or hereafter crossing Access Roads or routes, GRANTEE shall provide locks in such a manner that the gates may be used without disturbing the locks of others.
  - k. The right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within the Easement Area, Access Roads, and/or routes and shall have the further right, from time to time, to trim and cut down trees and brush within the Property which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.
  - l. The right to mark the location of the Electrical Strips by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use STATE shall make of said Easement Area.
- 2. **"Required" Exercise.** An exercise of the Easement shall be "required" (as used in the preceding Section 1) where GRANTEE determines in its sole discretion exercised in good faith that such exercise is necessary to fulfill requirements or directives of any one or more of the following: (a) the CPUC or the FERC; (b) other local, state or federal governmental entities; (c) any applicable law, ordinance, rule or regulation of local, state or federal governmental entity; (d) any third party agreement entered into by GRANTEE in good faith or by which GRANTEE is bound; or (e) professional engineering and design standards governing the ownership, maintenance, and/or operation of the Hydroelectric Facilities and associated Water Delivery Facilities and/or Electric Facilities.
- 3. **Notification and Consultation.** GRANTEE will use reasonable efforts to notify and consult with STATE in advance of the exercise of the Reserved Rights and use reasonable efforts to employ methods and practices that will not significantly impair the beneficial public values of the Property except in the event of emergency response or for routine maintenance with no excavation.
- 4. **Nature of Easement.** This Agreement creates a non-exclusive easement and runs with the land in accordance with California Civil code sections 1460 – 1461. Each covenant of either party to this Agreement to do or refrain from doing some act stated in this Agreement is expressly for the benefit of the land of the other party to this Agreement which is described in this Agreement. Each covenant runs with the land owned by or granted to the STATE and will benefit or be binding on each successive owner, during his, her, or its ownership, of any portion of the land affected by this Agreement and on each person having any interest in it derived through any owner thereof. This Agreement shall be recorded in the Official Records of the County of Shasta.

5. Opportunity to Cure. If STATE, in its reasonable discretion, determines that a violation of the terms, covenants or conditions of the Agreement, including, but not limited to, use of the Easement Area beyond the Permitted Uses, has occurred, STATE shall give written notice to GRANTEE of such violation and specify the corrective action to cure the violation (the **"Corrective Notice"**). If GRANTEE fails to cure the violation to the reasonable satisfaction of STATE within one hundred and twenty (120) calendar days after receipt of the Corrective Notice, or under circumstances where the violation cannot be cured within a one hundred and twenty (120) day period, fails to begin curing such violation within such one hundred and twenty (120) day period, or fails to continue diligently to cure and finally cure such violation to the reasonable satisfaction of STATE, such continued violation shall be deemed a breach of this Agreement and STATE shall have the right to pursue any right or remedy as provided herein or at law or in equity; provided, however, that STATE shall not have the right to terminate the Easement. Any delay by STATE in providing notice to GRANTEE of a violation or after default of any of the terms, conditions or covenants to be performed, kept or observed by GRANTEE or GRANTEE's successors and assigns shall not be deemed a waiver on the part of STATE of (i) any right or remedy as provided herein or at law or in equity, or (ii) be construed to be or act as a waiver of any of the terms, covenants or conditions herein contained to be performed, kept and observed by GRANTEE or GRANTEE's successors and assigns. Nothing contained herein shall be deemed to limit GRANTEE's right to challenge a breach or material breach declared by STATE under this Paragraph.
6. Restrictions. STATE agrees that it shall not plant any trees, crops, vines or other vegetation that naturally exceeds a height of ten feet (10') at maturity within the Electrical Strips. STATE shall not:
- (a). erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction, or add to the ground level within the immediate area of the then-existing Hydroelectric Facilities and associated Water Delivery Facilities without first submitting a work plan for GRANTEE's review and approval which approval will not be unreasonably withheld, conditioned or delayed. The work plan shall include an engineered design (if applicable), a scope of work, and an approximate schedule for commencement and completion;
  - (b). erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction, or add to the ground level within the Electrical Strips, which in the good faith sole discretion opinion of GRANTEE, constitute a hazard to persons or property, including the Hydroelectric Facilities and associated Water Delivery Facilities located within the Electrical Strips;
  - (c). deposit, or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, within the Electrical Strips, which in the good faith sole discretion opinion of GRANTEE, constitute a hazard to persons or property, including the Hydroelectric Facilities and associated Water Delivery Facilities located within the Electrical Strips; and
  - (d). STATE and Grantee acknowledge and agree that paragraphs 6 (b) and 6(c) are not intended to restrict STATE's forest management activities that are performed outside of the Electrical Strips.
7. STATE Reservation. STATE and STATE's agents, employees, licensees, lessees, invitees, contractors, and subcontractors of any tier, reserves the right to access and use the Easement Area and the Access Roads (the **"STATE Reservation"**), as long as STATES' use does not



unreasonably interfere with GRANTEE's Permitted Uses of the Easement Area and Access Roads. Additionally STATE may install fences and underground pipelines with the written consent of GRANTEE which consent shall not be unreasonably withheld.

8. Further Grants. STATE agrees to grant future easements at no cost to GRANTEE, with substantially the same provisions described herein, that are necessary for the future installation of Electric Facilities outside of the Electrical Strips ("**Future Easements**"), as long as said Future Easements do not unreasonably interfere with STATE's use of the Property.
9. Exhibits. The following Exhibits are attached to this Agreement and incorporated by reference herein.
  - a. Exhibit A      Legal Description of Property
  - b. Exhibit A-1    Property Maps
  - c. Exhibit B      [Intentionally Deleted]
  - d. Exhibit C      Description of Easement Area
  - e. Exhibit D      Map Description of Easement Area
  - f. Exhibit E      Description of Electrical Strips
  - g. Exhibit F      Map Description of Electrical Strips
  - h. Exhibit G      Additional Terms and Conditions

[SIGNATURES BEGIN ON PAGE 7]

**STATE:**

**AUTHORIZED PER GOVERNMENT CODE  
§14666**

STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES

BY: \_\_\_\_\_  
MICHAEL P. BUTLER, CHIEF  
REAL PROPERTY SERVICES SECTION

DATED: \_\_\_\_\_

**APPROVED PER GOVERNMENT CODE  
§14666:**

STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY AND FIRE  
PROTECTION

BY: \_\_\_\_\_  
MATTHEW REISCHMAN  
DEPUTY DIRECTOR, RESOURCE  
MANAGEMENT

DATED: \_\_\_\_\_

**GRANTEE:**

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

BY: \_\_\_\_\_  
ANDREW K. WILLIAMS  
VICE PRESIDENT  
SHARED SERVICES

DATED: \_\_\_\_\_

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 \_\_\_\_\_

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**

Legal Description of Property  
(Attached behind this Page)

**EXHIBIT A**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

**PARCEL 1:**

LCP ID #0013 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 145, PAGE 186 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION FIVE (5), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5; THENCE NORTH 89°11'13" WEST, A DISTANCE OF 1,688.28 FEET, MORE OR LESS, TO A POINT FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, BEARS SOUTH 54°46'45" EAST, A DISTANCE OF 3,653.19 FEET; THENCE SOUTH 46°08'51" WEST, A DISTANCE OF 143.40 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THAT PARCEL DESCRIBED IN VOLUME 206 OF OFFICIAL RECORDS AT PAGE 306, SHASTA COUNTY RECORDS, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 2:**

LCP ID #0014 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 128, PAGE 85 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION EIGHT (8), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.



**EXCEPTING THEREFROM** ALL THAT PORTION LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 55°44'18" EAST, A DISTANCE OF 174.38 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 7, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, BEARS NORTH 67°23'28" WEST, A DISTANCE OF 1,581.20 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 232.24 FEET;

THENCE SOUTH 68°38'06" EAST, A DISTANCE OF 71.69 FEET;

THENCE SOUTH 33°07'19" EAST, A DISTANCE OF 140.89 FEET;

THENCE SOUTH 52°43'21" EAST, A DISTANCE OF 181.06 FEET;

THENCE SOUTH 73°36'50" EAST, A DISTANCE OF 156.50 FEET;

THENCE NORTH 78°27'52" EAST, A DISTANCE OF 97.31 FEET;

THENCE NORTH 44°36'08" EAST, A DISTANCE OF 114.37 FEET;

THENCE NORTH 80°06'34" EAST, A DISTANCE OF 161.79 FEET;

THENCE SOUTH 89°04'53" EAST, A DISTANCE OF 229.88 FEET;

THENCE NORTH 66°18'00" EAST, A DISTANCE OF 113.66 FEET;

THENCE NORTH 40°13'41" EAST, A DISTANCE OF 157.02 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 46.92 FEET;

THENCE SOUTH 25°23'36" EAST, A DISTANCE OF 152.26 FEET;

THENCE SOUTH 00°17'43" WEST, A DISTANCE OF 644.60 FEET;

THENCE SOUTH 89°59'50" EAST, A DISTANCE OF 1,254.02 FEET;

THENCE SOUTH 00°21'03" WEST, A DISTANCE OF 164.33 FEET;

THENCE SOUTH 65°06'44" EAST, A DISTANCE OF 1124.62 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 8, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 3:**

LCP ID #0015 PORTION

APN 022-080-001 PORTION, 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 5, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER, THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER, AND THE NORTHWEST ONE-QUARTER OF SECTION FIVE (5), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, THENCE ALONG THE SOUTHERLY LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5, NORTH 89°48'58" WEST, A DISTANCE OF 277.65 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 10°20'07" EAST, A DISTANCE OF 469.46 FEET, MORE OR LESS, TO A POINT FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5 BEARS SOUTH 22°41'05" EAST, A DISTANCE OF 501.53 FEET; THENCE SOUTH 84°29'45" WEST, A DISTANCE OF 574.48 FEET; THENCE NORTH 41°45'42" WEST, A DISTANCE OF 814.65 FEET TO A POINT IN THE WESTERLY LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 4:**

LCP ID #0016 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 144, PAGE 154 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA.

**EXCEPTING THEREFROM** ALL THAT PORTION DESCRIBED IN VOLUME 206, PAGE 306, OFFICIAL RECORDS OF SHASTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THAT CERTAIN PARCEL OF LAND, SITUATE IN SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, M.D.B. & M. , BOUNDED BY A LINE WHICH BEGINS AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY ROY HAYS ET AL, TO MT. SHASTA POWER CORPORATION BY DEED DATED NOVEMBER 3, 1919 AND RECORDED IN BOOK 144 OF DEEDS AT PAGE 154, RECORDS OF SAID SHASTA COUNTY, AND RUNS THENCE SOUTH 5°07'55" WEST, ALONG THE WESTERLY BOUNDARY LINE OF THE LAST MENTIONED PARCEL OF LAND, 1327.57 FEET TO THE SOUTHWEST CORNER OF THE LAST MENTIONED PARCEL OF LAND; THENCE SOUTH 89°50'29" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, 823.98 FEET; THENCE NORTH 2°10'16" EAST 1610.87 FEET THENCE NORTH 67°28' WEST 950.02 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 2°39'30" WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 648.62 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 89°27'18" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6, 141.32 FEET TO THE POINT OF BEGINNING, CONTAINING 33.593 ACRES.

**ALSO EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 89°11'13" WEST, A DISTANCE OF 1,688.28 FEET, MORE OR LESS, TO A POINT FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 5, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, BEARS SOUTH 54°46'45" EAST, A DISTANCE OF 3,653.19 FEET; THENCE SOUTH 46°08'51" WEST, A DISTANCE OF 143.40 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THAT PARCEL DESCRIBED IN VOLUME 206 OF OFFICIAL RECORDS AT PAGE 306, SHASTA COUNTY RECORDS, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 5:**

LCP ID #0017 PORTION

APN 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 9, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 2, PAGE 471 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHEAST ONE-QUARTER AND NORTHEAST ONE-QUARTER OF NORTHWEST ONE-QUARTER OF SECTION NINE (9), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9, NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTHERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 6:**

LCP ID #0018 PORTION

APN 022-110-005 PORTION, 022-080-020 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 9 AND SECTION 16, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 106, PAGE 549 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

ALL OF THE SOUTHEAST ONE-QUARTER OF SECTION NINE (9) LYING ON THE SOUTHERLY SIDE OF PIT RIVER; THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST

ONE-QUARTER, AND THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION SIXTEEN (16), ALL IN TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9 NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST ONE-QUARTER, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 7:**

LCP ID #0022

APN 022-080-012

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 172, PAGE 416 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER AND THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION SEVEN (7), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 8:**

LCP ID #0023 PORTION

APN 022-080-001 PORTION, 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THOSE LANDS DESCRIBED IN VOLUME 132, PAGE 337 OF DEEDS OF THE COUNTY OF SHASTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT IN THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8, THENCE SOUTH  $51^{\circ}48'04''$  EAST, A DISTANCE OF 1,636.30 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 8, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, BEARS NORTH  $29^{\circ}55'14''$  WEST, A DISTANCE OF 2,619.67 FEET; THENCE SOUTH  $87^{\circ}25'04''$  EAST, A DISTANCE OF 1,406.90 FEET TO THE EASTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8; THENCE ALONG SAID EASTERLY LINE NORTH  $01^{\circ}53'00''$  EAST, A DISTANCE OF 207.81 FEET; THENCE LEAVING SAID EASTERLY LINE, NORTH  $06^{\circ}49'59''$  WEST, A DISTANCE OF 1,027.68 FEET, MORE OR LESS, TO A POINT FROM WHICH SAID NORTH ONE-QUARTER CORNER BEARS NORTH  $66^{\circ}55'59''$  WEST, A DISTANCE OF 2,822.38 FEET; THENCE NORTH  $54^{\circ}37'44''$  EAST, A DISTANCE OF 195.66 FEET TO THE EASTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 8; THENCE ALONG SAID EASTERLY LINE, NORTH  $01^{\circ}53'00''$  EAST, A DISTANCE OF 1,181.97 FEET TO THE NORTHEAST CORNER OF SAID SECTION 8; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 8, SOUTH  $86^{\circ}08'11''$  WEST, A DISTANCE OF 2,801.49 FEET TO SAID NORTH ONE-QUARTER CORNER; THENCE ALONG THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8, SOUTH  $00^{\circ}56'45''$  EAST, A DISTANCE OF 1,258.81 FEET, MORE OR LESS, TO THE **POINT OF BEGINNING**.

**EXCEPTING THEREFROM** THOSE LANDS DESCRIBED IN A DEED APPROVED BY THE SECRETARY OF THE INTERIOR OF THE UNITED STATES OF AMERICA ON FEBRUARY 21, 1914, AND RECORDED IN THE INDIAN OFFICE DEED BOOK, INHERITED INDIAN LANDS, VOLUME 30, PAGE 237 IN THE OFFICE OF THE COMMISSIONER OF INDIAN AFFAIRS.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.



**PARCEL 9:**

LCP ID #0024 PORTION

APN 022-080-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 144, PAGE 424 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION SIX (6), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION DESCRIBED IN VOLUME 206, PAGE 306, OFFICIAL RECORDS OF SHASTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THAT CERTAIN PARCEL OF LAND, SITUATE IN SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, M.D.B. & M. , BOUNDED BY A LINE WHICH BEGINS AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY ROY HAYS ET AL, TO MT. SHASTA POWER CORPORATION BY DEED DATED NOVEMBER 3, 1919 AND RECORDED IN BOOK 144 OF DEEDS AT PAGE 154, RECORDS OF SAID SHASTA COUNTY, AND RUNS THENCE SOUTH 5°07'55" WEST, ALONG THE WESTERLY BOUNDARY LINE OF THE LAST MENTIONED PARCEL OF LAND, 1327.57 FEET TO THE SOUTHWEST CORNER OF THE LAST MENTIONED PARCEL OF LAND; THENCE SOUTH 89°50'29" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, 823.98 FEET; THENCE NORTH 2°10'16" EAST 1610.87 FEET THENCE NORTH 67°28' WEST 950.02 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 2°39'30" WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 648.62 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 89°27'18" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6, 141.32 FEET TO THE POINT OF BEGINNING, CONTAINING 33.593 ACRES.

**PARCEL 10:**

LCP ID #0025 PORTION

APN 022-080-020 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 5, PAGE 216 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION NINE (9), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9 NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST ONE-QUARTER, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 11:**

LCP ID #0028

APN 021-270-010

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 144, PAGE 86 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT THE ONE-QUARTER SECTION CORNER COMMON TO SECTION THIRTY-SIX (36), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AND SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN AND RUNNING THENCE SOUTH ALONG THE LINE COMMON TO THE ABOVE MENTIONED SECTIONS 500 FEET; THENCE AT A RIGHT ANGLE WEST 900 FEET; THENCE AT A RIGHT ANGLE NORTH 500 FEET TO THE LINE DIVIDING THE NORTH ONE-HALF OF SAID SECTION THIRTY-SIX (36) FROM THE SOUTH ONE-HALF OF SAID SECTION THIRTY-SIX (36); AND THENCE EASTERLY ALONG SAID LAST MENTIONED LINE 900 FEET TO THE POINT OF BEGINNING AND BEING A PORTION OF THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION THIRTY-SIX (36) AFORESAID.

**PARCEL 12:**

LCP ID #0029

APN 022-330-006 PORTION, 022-330-011 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER; THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER; THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER; AND THE EAST HALF OF THE SOUTHWEST ONE-QUARTER; ALL IN SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM THE FOLLOWING:**

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY A CALIFORNIA CORPORATION TO THE UNITED STATES OF AMERICA, AS RECORDED IN BOOK 2457, PAGE 358 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY A CALIFORNIA CORPORATION TO INDIAN SPRINGS SCHOOL DISTRICT OF SHASTA COUNTY, AS RECORDED IN BOOK 439, PAGE 301 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM MT. SHASTA POWER CORPORATION TO GEORGE GRIDER AND ANNIE L. GRIDER, HIS WIFE, AS RECORDED IN BOOK 146, PAGE 316 OF DEED RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM MT. SHASTA POWER CORPORATION TO GEORGE GRIDER AND ANNIE L. GRIDER, HIS WIFE, AS RECORDED IN BOOK 157, PAGE 325 OF DEED RECORDS OF THE COUNTY OF SHASTA.

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY A CALIFORNIA CORPORATION TO INDIAN SPRINGS SCHOOL DISTRICT OF SHASTA COUNTY, AS RECORDED IN BOOK 2850, PAGE 574 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA.

**PARCEL 13:**

LCP ID #0030

APN 022-330-011 PORTION, 022-330-006 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 149, PAGE 166 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 14:**

LCP ID #0031

APN 022-330-006 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 151, PAGE 482 OF DEEDS, OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY BOUNDARY LINE OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION THIRTY-ONE (31), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, FROM WHICH AN OAK POST IDENTIFIED AS THE WEST ONE-QUARTER CORNER OF SAID SECTION THIRTY-ONE (31), BEARS SOUTH 72°42' WEST 1,162.0 FEET DISTANT AND RUNNING THENCE ALONG SAID NORTHERLY BOUNDARY LINE NORTH 89°26 1/4' EAST 1,204.3 FEET; THENCE LEAVING SAID NORTHERLY BOUNDARY LINE NORTH 55°45' WEST 135.9 FEET; THENCE SOUTH 85°17 1/2' WEST 161.6 FEET; THENCE NORTH 81°57 1/2' WEST 139.1 FEET; THENCE NORTH 71°40 1/2' WEST 96.4 FEET; THENCE NORTH 77°56' WEST 133.2 FEET; THENCE SOUTH 74°07' WEST 212.1 FEET; THENCE SOUTH 78°39 1/2' WEST 302.1 FEET; THENCE SOUTH 63°41' WEST 79.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**PARCEL 15:**

LCP ID #0032

APN 022-330-006 PORTION, 022-330-011 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION THIRTY-ONE (31) AND SECTION THIRTY-TWO (32), TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 226 OF PATENTS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION THIRTY-ONE (31) AND THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST

ONE-QUARTER OF SECTION THIRTY-TWO (32) ALL IN TOWNSHIP 37 NORTH,  
RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN,

**ALSO**, ALL THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF THE  
SOUTHEAST ONE-QUARTER OF SAID SECTION THIRTY-ONE (31), LYING  
WESTERLY OF THAT PARCEL AS RECORDED IN BOOK 805, PAGE 356 OF OFFICIAL  
RECORDS OF THE COUNTY OF SHASTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE THREE-QUARTER INCH PIPE IN A ROCK MOUND MARKING  
THE SOUTHEAST CORNER OF SAID SECTION THIRTY-ONE (31), AND RUNNING  
THENCE NORTH 5°07'30" WEST 1,305.3 FEET ALONG THE EASTERLY BOUNDARY  
LINE OF SAID SECTION THIRTY-ONE (31) TO A POINT IN A FENCE;  
THENCE NORTH 88°28' WEST 146.4 FEET ALONG SAID FENCE TO A POINT IN A  
FENCE WHICH EXTENDS IN A NORTHERLY AND SOUTHERLY DIRECTION;  
THENCE SOUTH 0°58'30" WEST 1,309.4 FEET ALONG THE LAST MENTIONED FENCE  
AND ITS SOUTHERLY PROLONGATION TO A POINT IN THE SOUTHERLY  
BOUNDARY LINE OF SAID SECTION THIRTY-ONE (31); THENCE NORTH 88°57'30"  
EAST 285.3 FEET, MORE OR LESS, ALONG THE SOUTHERLY BOUNDARY LINE OF  
SAID SECTION THIRTY-ONE (31) TO THE POINT OF BEGINNING AND BEING A  
PORTION OF SAID SECTION THIRTY-ONE (31).

**PARCEL 16:**

LCP ID #0033

APN 022-090-002 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF  
SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN,  
AS RECORDED IN VOLUME 139, PAGE 378 OF DEEDS OF THE COUNTY OF SHASTA, STATE  
OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOT FIVE (5) OF SECTION SIX (6), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT  
DIABLO BASE AND MERIDIAN.

**PARCEL 17:**

LCP ID #0034

APN 022-110-001

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF  
SECTION 18, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND  
MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 220 OF OFFICIAL RECORDS OF THE  
COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED  
THEREIN AS FOLLOWS:

LOTS 1 AND 2 OF THE NORTHWEST ONE-QUARTER AND THE EAST ONE-HALF OF  
THE NORTHWEST ONE-QUARTER OF SECTION EIGHTEEN (18), TOWNSHIP 36  
NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 18:**

LCP ID #0038 PORTION

APN 022-080-002 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 5, SECTION 7, AND SECTION 8 OF TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 126, PAGE 311 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION FIVE (5), THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION SEVEN (7), AND THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION EIGHT (8), ALL IN TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5.

**ALSO EXCEPTING THEREFROM** THOSE PORTIONS OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7 AND THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 8 LYING NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7; THENCE NORTH 55°44'18" EAST, A DISTANCE OF 174.38 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 7, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, BEARS NORTH 67°23'28" WEST, A DISTANCE OF 1,581.20 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 232.24 FEET;

THENCE SOUTH 68°38'06" EAST, A DISTANCE OF 71.69 FEET;

THENCE SOUTH 33°07'19" EAST, A DISTANCE OF 140.89 FEET;

THENCE SOUTH 52°43'21" EAST, A DISTANCE OF 181.06 FEET;

THENCE SOUTH 73°36'50" EAST, A DISTANCE OF 156.50 FEET;

THENCE NORTH 78°27'52" EAST, A DISTANCE OF 97.31 FEET;

THENCE NORTH 44°36'08" EAST, A DISTANCE OF 114.37 FEET;

THENCE NORTH 80°06'34" EAST, A DISTANCE OF 161.79 FEET;

THENCE SOUTH 89°04'53" EAST, A DISTANCE OF 229.88 FEET;

THENCE NORTH 66°18'00" EAST, A DISTANCE OF 113.66 FEET;

THENCE NORTH 40°13'41" EAST, A DISTANCE OF 157.02 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 46.92 FEET;

THENCE SOUTH 25°23'36" EAST, A DISTANCE OF 152.26 FEET;

THENCE SOUTH 00°17'43" WEST, A DISTANCE OF 644.60 FEET;

THENCE SOUTH 89°59'50" EAST, A DISTANCE OF 1,254.02 FEET;

THENCE SOUTH 00°21'03" WEST, A DISTANCE OF 164.33 FEET;

THENCE SOUTH 65°06'44" EAST, A DISTANCE OF 1124.62 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8, SAID POINT BEING THE **POINT OF TERMINATION**.

**ALSO EXCEPTING THEREFROM** THAT PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 8, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 24 OF LAND SURVEYS AT PAGE 27, SHASTA COUNTY RECORDS, THENCE ALONG THE NORTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8 NORTH 89°48'58" WEST, A DISTANCE OF 277.65 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 10°20'07" WEST, A DISTANCE OF 910.89 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 8 BEARS NORTH 26°13'44" EAST, A DISTANCE OF 997.98 FEET; THENCE SOUTH 51°48'04" EAST, A DISTANCE OF 587.68 FEET TO A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.



**PARCEL 19:**

LCP ID #0041 PORTION

APN 022-080-020 PORTION, 022-080-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE WEST ONE-HALF OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION NINE (9), TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED LANDS:

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 16 IN SAID TOWNSHIP AND RANGE, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 16, SHASTA COUNTY RECORDS, FROM WHICH THE EAST ONE-QUARTER CORNER THEREOF BEARS SOUTH 0°07'06" EAST, A DISTANCE OF 2,622.24 FEET (*SHOWN AS NORTH 0°07'21" WEST, 2,621.88 FEET ON SAID MAP*); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 9 NORTH 0°09'04" EAST, A DISTANCE OF 653.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 80°05'32" WEST, A DISTANCE OF 2,695.91 FEET TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'00" WEST, A DISTANCE OF 190.53 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 9, SOUTH 89°56'47" WEST, A DISTANCE OF 1,275.32 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 69°46'25" EAST, A DISTANCE OF 1,209.68 FEET;

THENCE NORTH 80°05'32" EAST, A DISTANCE OF 1,432.55 FEET;

THENCE NORTH 00°20'18" EAST, A DISTANCE OF 760.03 FEET;

THENCE NORTH 88°43'28" WEST, A DISTANCE OF 1,384.88 FEET;

THENCE NORTH 00°51'59" WEST, A DISTANCE OF 298.06 FEET;

THENCE NORTH 71°54'21" WEST, A DISTANCE OF 947.43 FEET;

THENCE NORTH 40°32'47" WEST, A DISTANCE OF 408.87 FEET;

THENCE SOUTH 89°55'29" WEST, A DISTANCE OF 1,370.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'37" WEST, A DISTANCE OF 280.72 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, NORTH 01°53'00" EAST, A DISTANCE OF 1,764.57 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 54°37'44" EAST, A DISTANCE OF 86.12 FEET;

THENCE SOUTH 35°42'03" EAST, A DISTANCE OF 415.66 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°23'12" EAST, A DISTANCE OF 1002.95 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 9;

THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 01°66'33" WEST, A DISTANCE OF 688.94 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 82°24'49" EAST, A DISTANCE OF 1117.17 FEET;

THENCE SOUTH 67°18'43" EAST, A DISTANCE OF 555.13 FEET;

THENCE SOUTH 80°06'41" EAST, A DISTANCE OF 2,190.11 FEET TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°19'44" EAST, A DISTANCE OF 178.62 FEET, MORE OR LESS, TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST ONE-QUARTER, SOUTH 00°09'04" WEST, A DISTANCE OF 2,046.52 FEET TO THE **POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 20:**

LCP ID #0043

APN 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 157, PAGE 438 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 21:**

LCP ID #0044

APN 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE EAST ONE-HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, AND THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 22:**

LCP ID #0045

APN 021-200-005 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 104, PAGE 457 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOT FOUR (4) OF SECTION TWO (2), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 23:**

LCP ID #0046 PORTION

APN 021-200-002, 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE WEST ONE-HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 222 OF PATENTS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** A STRIP OF LAND 40.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 53 OF LAND SURVEYS AT PAGE 22, SHASTA COUNTY RECORDS, FROM WHICH THE SOUTHWEST CORNER THEREOF BEARS NORTH

89°45'53" WEST, A DISTANCE OF 2,637.47 FEET (*SHOWN AS NORTH 88°42'35" WEST, 2,638.07 FEET ON SAID MAP*); THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 3, NORTH 89°45'53" WEST, A DISTANCE OF 1,784.17 FEET TO THE POINT OF INTERSECTION WITH AN EXISTING POLE LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID EXISTING POLE LINE NORTH 2°01'50" EAST, A DISTANCE OF 2,548.32 FEET; THENCE NORTH 5°53'30" WEST, A DISTANCE OF 1,462.01 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3, SAID POINT BEING THE **POINT OF TERMINATION**.

THE SIDELINES OF SAID 40.00-FOOT STRIP ARE TO BE LENGTHENED OR SHORTENED SO AS TO BEGIN AT THE SOUTHERLY LINE OF THE SOUTHWEST ONE-QUARTER AND TERMINATE AT THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 24:**

LCP ID #0047 PORTION

APN 021-200-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** A STRIP OF LAND 40.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 53 OF LAND SURVEYS AT PAGE 22, SHASTA COUNTY RECORDS, FROM WHICH THE SOUTHWEST CORNER THEREOF BEARS NORTH 89°45'53" WEST, A DISTANCE OF 2,637.47 FEET (*SHOWN AS NORTH 88°42'35" WEST, 2,638.07 FEET ON SAID MAP*); THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 3, NORTH 89°45'53" WEST, A DISTANCE OF 1,784.17 FEET TO THE POINT OF INTERSECTION WITH AN EXISTING POLE LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID EXISTING POLE LINE NORTH 2°01'50" EAST, A DISTANCE OF 2,548.32 FEET; THENCE NORTH 5°53'30" WEST, A DISTANCE OF 1,462.01 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3, SAID POINT BEING THE **POINT OF TERMINATION**.

THE SIDELINES OF SAID 40.00-FOOT STRIP ARE TO BE LENGTHENED OR SHORTENED SO AS TO BEGIN AT THE SOUTHERLY LINE OF THE SOUTHWEST ONE-QUARTER AND TERMINATE AT THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 25:**

LCP ID #0048 PORTION

APN 021-200-004 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 182, PAGE 106 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, AND THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION THREE (3), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 53 OF LAND SURVEYS AT PAGE 22, SHASTA COUNTY RECORDS, FROM WHICH THE SOUTHWEST CORNER THEREOF BEARS NORTH 89°45'53" WEST, A DISTANCE OF 2,637.47 FEET (*SHOWN AS NORTH 88°42'35" WEST, 2,638.07 FEET ON SAID MAP*); THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 3, NORTH 89°45'53" WEST, A DISTANCE OF 946.47 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 51°06'34" EAST, A DISTANCE OF 512.14 FEET;

THENCE NORTH 82°59'09" EAST, A DISTANCE OF 545.49 FEET;

THENCE NORTH 65°12'25" EAST, A DISTANCE OF 906.30 FEET;

THENCE NORTH 70°48'31" EAST, A DISTANCE OF 818.92 FEET;

THENCE SOUTH 75°03'34" EAST, A DISTANCE OF 601.06 FEET;

THENCE SOUTH 55°25'26" EAST, A DISTANCE OF 561.11 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF SAID SECTION 3, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 26:**

LCP ID #0050

APN 021-200-005 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 111, PAGE 486 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOT THREE (3) OF SECTION TWO (2), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 27:**

LCP ID #0051

APN 021-120-008 PORTION, 021-200-005 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 1 WEST AND IN THE SOUTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 134, PAGE 118 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOTS ONE (1) AND TWO (2) OF THE NORTHEAST QUARTER OF SECTION TWO (2), TOWNSHIP 36 NORTH, RANGE 1 WEST AND THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, ALL IN MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 28:**

LCP ID #0052

APN 021-120-008 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 111, PAGE 502 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 29:**

LCP ID #0053

APN 021-120-008 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHEAST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER, AND THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 30:**

LCP ID #0054

APN 021-120-004 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTH ONE-HALF OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 232 OF PATENTS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER, AND THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION TWENTY-SIX (26), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 31:**

LCP ID #0055

APN 021-120-004 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION TWENTY-FIVE (25), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 32:**

LCP ID #0056

APN 021-120-008 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 157, PAGE 438 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 33:**

LCP ID #0065

APN 021-200-021

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 172, PAGE 416 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 34:**

LCP ID #0067 PORTION

APN 021-200-022 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 140, PAGE 156 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE WEST ONE-HALF OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION TWELVE (12), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 30 OF LAND SURVEYS AT PAGE 72, SHASTA COUNTY RECORDS,



FROM WHICH THE NORTHWEST CORNER THEREOF BEARS NORTH 89°49'09" WEST, A DISTANCE OF 1,318.94 FEET (*SHOWN AS NORTH 89°43'40" WEST, 1,319.77 FEET*); THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST ONE-QUARTER, SOUTH 00°19'26" EAST, A DISTANCE OF 200.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID EASTERLY LINE, THE FOLLOWING COURSES:

SOUTH 89°49'09" EAST, A DISTANCE OF 285.53 FEET;

THENCE NORTH 22°57'11" EAST, A DISTANCE OF 491.12 FEET;

THENCE NORTH 68°52'33" EAST, A DISTANCE OF 602.07 FEET;

THENCE SOUTH 40°13'10" EAST, A DISTANCE OF 109.18 FEET;

THENCE EASTERLY, A DISTANCE OF 863.35 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 131°54'38";

THENCE NORTH 07°52'12" EAST, A DISTANCE OF 60.82 FEET;

THENCE NORTHEASTERLY, A DISTANCE OF 135.27 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 77°30'14";

THENCE NORTH 85°22'26" EAST, A DISTANCE OF 137.16 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 12, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 35:**

LCP ID #0068 PORTION

APN 021-200-032 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 12, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 73, PAGE 104 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER, THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, AND THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION TWELVE (12), TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THE NORTHERLY 200.00 FEET OF THE EASTERLY 250.00 FEET OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12.

**PARCEL 36:**

LCP ID #0074 PORTION

APN 021-250-003 PORTION, 021-250-007 PORTION, 021-250-009 PORTION,  
022-130-015, 027-020-005 PORTION, 027-020-014, 027-020-015, 027-110-011,  
027-180-012, 027-280-006

THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF SHASTA, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS DESCRIBED IN THAT DEED RECORDED IN VOLUME 14 OF OFFICIAL RECORDS AT PAGE 220, SHASTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 AND 2 OF THE NORTHWEST ONE-QUARTER AND THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER AND THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

LOTS 1, 2, 7, 8, 9, AND 10, THE SOUTHWEST ONE-QUARTER, AND THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION ONE (1), LOTS 1, 2, 7, 8, AND 9, THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, AND THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION TWO (2); AND THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION TWELVE (12), ALL IN TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

ALL OF SECTION TWENTY-SIX (26) (**EXCEPT** THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER THEREOF), ALL OF SECTION THIRTY-FIVE (35), AND THE SOUTH ONE-HALF OF SECTION THIRTY-SIX (36), ALL IN TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** THAT PORTION OF SAID SECTIONS TWENTY-SIX (26) AND THIRTY-FIVE (35) LYING WESTERLY OF THE CENTERLINE OF BIG BEND ROAD AND COVE ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 26 FROM WHICH THE NORTHEAST CORNER THEREOF BEARS SOUTH 89°44'48" EAST, A DISTANCE OF 5,343.73 FEET; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION TWENTY-SIX (26), SOUTH 89°44'48" EAST, A DISTANCE OF 1,654.17 FEET TO A POINT ON THE CENTERLINE OF BIG BEND ROAD, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG THE CENTERLINE OF BIG BEND ROAD THE FOLLOWING COURSES:

SOUTHERLY ALONG A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS SOUTH 69°20'42" EAST, A RADIAL DISTANCE OF 4,000.00 FEET THROUGH A CENTRAL ANGLE OF 03°01'08", A DISTANCE OF 210.77 FEET;

THENCE SOUTH 17°38'09" WEST, A DISTANCE OF 435.57 FEET;

THENCE SOUTH 18°43'15" WEST, A DISTANCE OF 817.62 FEET;

THENCE SOUTHERLY, A DISTANCE OF 82.20 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 06°43'40";

THENCE SOUTH 25°26'55" WEST, A DISTANCE OF 272.28 FEET;

THENCE SOUTHERLY, A DISTANCE OF 215.15 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 17°36'38";

THENCE SOUTH 07°50'17" WEST, A DISTANCE OF 119.14 FEET;

THENCE CONTINUING SOUTH 07°50'17" WEST, A DISTANCE OF 330.55 FEET;

THENCE SOUTH 09°47'30" WEST, A DISTANCE OF 737.21 FEET;

THENCE SOUTHERLY, A DISTANCE OF 386.04 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2,500.00 FEET AND A CENTRAL ANGLE OF 08°50'50";

THENCE SOUTHERLY, A DISTANCE OF 299.96 FEET ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 5,000.00 FEET AND A CENTRAL ANGLE OF 03°26'14";

THENCE SOUTHERLY, A DISTANCE OF 267.65 FEET ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,500.00 FEET AND A CENTRAL ANGLE OF 10°13'25";

THENCE SOUTH 25°25'31" WEST, A DISTANCE OF 343.59 FEET;

THENCE SOUTHERLY, A DISTANCE OF 158.11 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 09°03'32";

THENCE SOUTHERLY, A DISTANCE OF 634.87 FEET ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 2,500.00 FEET AND A CENTRAL ANGLE OF 14°33'01";

THENCE SOUTH 01°48'58" WEST, A DISTANCE OF 495.89 FEET;

THENCE SOUTH 00°36'57" WEST, A DISTANCE OF 365.42 FEET;

THENCE SOUTHERLY, A DISTANCE OF 182.51 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 10°27'26";

THENCE SOUTH 09°50'29" EAST, A DISTANCE OF 469.89 FEET;

THENCE SOUTH 09°13'32" EAST, A DISTANCE OF 428.71 FEET;

THENCE SOUTHERLY, A DISTANCE OF 267.65 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5,000.00 FEET AND A CENTRAL ANGLE OF 03°04'02";

THENCE SOUTH 06°09'31" EAST, A DISTANCE OF 357.88 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 528.64 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 48°51'12";

THENCE SOUTHEASTERLY, A DISTANCE OF 186.87 FEET ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,300.00 FEET AND A CENTRAL ANGLE OF 08°14'10";

THENCE SOUTH 46°46'32" EAST, A DISTANCE OF 150.99 FEET TO THE POINT OF INTERSECTION WITH COVE ROAD, THENCE ALONG THE CENTERLINE OF COVE ROAD THE FOLLOWING COURSES:

THENCE SOUTH 57°11'01" WEST, A DISTANCE OF 335.42 FEET;

THENCE SOUTHWESTERLY, A DISTANCE OF 152.19 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 29°03'57";

THENCE SOUTH 28°07'03" WEST, A DISTANCE OF 210.32 FEET;

THENCE SOUTHERLY, A DISTANCE OF 481.96 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 27°36'51";

THENCE SOUTH 00°30'13" WEST, A DISTANCE OF 211.23 FEET;

THENCE SOUTHERLY, A DISTANCE OF 96.53 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 11°03'41";

THENCE SOUTH 11°33'54" WEST, A DISTANCE OF 244.98 FEET TO THE POINT OF INTERSECTION WITH AN EXISTING LINE OF TOWERS, SAID POINT HEREINAFTER REFERRED TO AS **POINT "A"**;

THENCE SOUTH 11°33'54" WEST, A DISTANCE OF 177.60 FEET;

THENCE SOUTH 13°18'44" WEST, A DISTANCE OF 558.37 FEET;

THENCE SOUTHERLY, A DISTANCE OF 31.35 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,000.00 FEET AND A CENTRAL ANGLE OF 00°53'54" TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 35, SAID POINT BEING THE **POINT OF TERMINATION**.

**ALSO EXCEPTING THEREFROM**, A STRIP OF LAND 120.00 FEET WIDE, LYING WITHIN SAID SECTIONS 2 AND 35, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT AFORESAID POINT "A"; THENCE ALONG SAID CENTERLINE LINE OF TOWERS THE FOLLOWING COURSES: SOUTH 88°40'15" EAST, A DISTANCE OF 749.00 FEET; THENCE SOUTH 68°13'05" EAST, A DISTANCE OF 4,367.56 FEET; THENCE SOUTH 88°55'27" EAST, A DISTANCE OF 158.14 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SECTION 2, SAID POINT BEING THE **POINT OF TERMINATION**.

**ALSO EXCEPTING THEREFROM** A PORTION OF SAID SECTIONS 26, 35 AND 36, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 1 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 55 OF LAND SURVEYS AT PAGE 64, SHASTA COUNTY RECORDS FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 36 BEARS NORTH 88°33'49" WEST, A DISTANCE OF 2,680.27 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 36, NORTH 88°33'49" WEST, A DISTANCE OF 2,573.28 FEET TO A POINT IN A LINE LYING WESTERLY 125.00 FEET AND PARALLEL WITH AN EXISTING TOWER LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE THE FOLLOWING THREE COURSES:

NORTH 09°06'12" WEST, A DISTANCE OF 2,699.01 FEET;

THENCE NORTH 00°09'17" WEST, A DISTANCE OF 4,379.15 FEET;

THENCE NORTH 20°38'59" EAST, A DISTANCE OF 882.77 FEET TO A POINT IN THE EASTERLY LINE OF SAID SECTION 26;

THENCE ALONG SAID EASTERLY LINE, SOUTH 00°13'43" EAST, A DISTANCE OF 2,515.22 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 26;

THENCE ALONG THE EASTERLY LINE OF SAID SECTION 35, SOUTH 00°10'56" WEST, A DISTANCE OF 2,663.44 FEET TO THE EAST ONE-QUARTER CORNER THEREOF;

THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 00°24'19" EAST, A DISTANCE OF 340.30 FEET TO A LINE LYING 125.00 FEET EASTERLY OF AND PARALLEL WITH SAID EXISTING TOWER LINE;

THENCE ALONG SAID PARALLEL LINE, SOUTH 09°06'12" EAST, A DISTANCE OF 2,387.73 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID SECTION 36;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 88°33'49" WEST, A DISTANCE OF 254.29 FEET TO THE **TRUE POINT OF BEGINNING**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 37:**

LCP ID #0083 PORTION

APN 027-060-001 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 15, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED IN THAT DEED RECORDED IN VOLUME 137, PAGE 363 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, DESCRIBED THEREIN AS FOLLOWS:

THE WEST HALF OF THE NORTHEAST ONE-QUARTER, THE NORTHWEST ONE-QUARTER AND THE SOUTH ONE-HALF OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM** ALL THAT PORTION LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT IN THE WESTERLY LINE OF SAID SECTION 15; THENCE SOUTH 39°39'21" EAST, A DISTANCE OF 760.58 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 15 BEARS NORTH 68°25'10" EAST, A DISTANCE OF 5,092.24 FEET;

THENCE SOUTH 86°10'30" EAST, A DISTANCE OF 724.91 FEET;

THENCE SOUTH 30°00'01" WEST, A DISTANCE OF 578.06 FEET;

THENCE SOUTH 83°38'25" EAST, A DISTANCE OF 918.12 FEET;

THENCE SOUTH 58°57'28" EAST, A DISTANCE OF 316.75 FEET;

THENCE SOUTH 39°27'08" EAST, A DISTANCE OF 1,702.98 FEET;

THENCE SOUTH 37°18'55" EAST, A DISTANCE OF 1,007.83 FEET;

THENCE SOUTH 25°12'46" EAST, A DISTANCE OF 833.71 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERLY LINE OF SAID SECTION 15, SAID POINT BEING THE **POINT OF TERMINATION**.

**NOTE:** THE BEARINGS AND DISTANCES USED HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.9997598.

**PARCEL 38:**

LCP ID #0084

APN 027-260-002 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 104, PAGE 454 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION TEN (10), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 39:**

LCP ID #0085

APN 027-260-002 PORTION, 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 10 AND SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 131, PAGE 31 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION ELEVEN (11); AND THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER AND THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER AND THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION TEN (10), ALL IN TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 40:**

LCP ID #0086

APN 027-260-002 PORTION, 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 128, PAGE 113 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION TEN (10), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 41:**

LCP ID #0087

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTH ONE-HALF OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 104, PAGE 454 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER AND THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**EXCEPTING THEREFROM:**

ALL THOSE LANDS AS DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, TO HALCOMB PUBLIC CEMETERY DISTRICT, AS RECORDED IN BOOK 473, PAGE 423 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE 1-INCH IRON PIPE (MARKED R.E. 8700) IN THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, FROM WHICH A 1-INCH CAPPED IRON PIPE (MARKED R.E. 5438) MARKING THE NORTH ONE-QUARTER CORNER OF SAID SECTION ELEVEN (11), BEARS NORTH 18°16'47" WEST 2,782.50 FEET DISTANT AND RUNNING THENCE SOUTH 17°43' EAST 163.28 FEET TO A 1-INCH IRON PIPE (MARKED R.E.8700); THENCE SOUTH 84°19'45" WEST 85.34 FEET TO A 1-INCH IRON PIPE (MARKED R.E.8700); THENCE NORTH 5°30' WEST 155.43 FEET TO A 1-INCH IRON PIPE (MARKED R.E.8700); THENCE NORTH 79°31'45" EAST 50.98 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.247 ACRE AND BEING A PORTION OF SAID SECTION ELEVEN (11).

**PARCEL 42:**

LCP ID #0088

APN 027-260-003

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 35, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 110, PAGE 168 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.



**PARCEL 43:**

LCP ID #0089

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 112, PAGE 266 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

A STRIP OF LAND UNIFORMLY 330 FEET WIDE AND 1,320 FEET LONG, BEING THE SOUTHERLY 10 ACRES OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 44:**

LCP ID #0090

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 41, PAGE 475 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**PARCEL 45:**

LCP ID #0091

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 127, PAGE 366 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN,

EXCEPTING THEREFROM THE SOUTHERLY 10 ACRES OF THE AFORESAID LOT, WHICH WERE CONVEYED BY EDWARD CONKLIN UNTO THE PARTY OF THE SECOND PART BY DEED BEARING THE DATE OF THE 20TH DAY OF AUGUST, 1912 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF SHASTA, IN VOLUME 112 OF DEEDS, AT PAGE 266.

**PARCEL 46:**

LCP ID #0092

APN 027-260-003 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 104, PAGE 446 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN.

**END OF DESCRIPTIONS.**

**EXHIBIT "A-1"** ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

*NOTE: THE INTENT IS TO MERGE ANY UNDERLYING PARCELS WITHIN THE LANDS DESCRIBED ABOVE, IF ANY.*

THESE DESCRIPTIONS WERE PREPARED BY ME:

*Jesse Lenaker*

---

JESSE J. LENAHER, L.S. 8515



**EXHIBIT A-1**

Property Maps  
(Attached behind this Page)

SEE PAGES 2-3

ALL IN THE STATE OF CALIFORNIA,  
COUNTY OF SHASTA,  
M.D.B.&M.

SEE PAGE 13

GRID

T. 37 N.  
T. 36 N.

T. 37 N.  
T. 36 N.

PIT RIVER

SEE PAGES 4-5

SEE PAGES 6-10

TUNNEL RESERVOIR

PIT 5 DAM

SEE PAGES 11-12

SEE PAGES 14 - 18

02/01/22

T. 36 N.  
T. 35 N.

T. 36 N.  
T. 35 N.



LEGEND



DONATED LANDS

SHEET INDEX

PAGE NO.	PARCEL NO.
PAGES 2-3	PARCELS 20-32
PAGES 4-5	PARCELS 7, 17, 33-35
PAGES 6-10	PARCELS 1-4, 8-9, 16, 18
PAGES 11-12	PARCELS 5-6, 10, 19
PAGES 13	PARCELS 11-15
PAGE 14-18	PARCEL 36
PAGE 19	PARCELS 37-46

SEE PAGE 19

NOT TO SCALE

R. 1 W.  
R. 1 E.  
R. 1 W.  
R. 1 E.  
R. 1 W.  
R. 1 E.

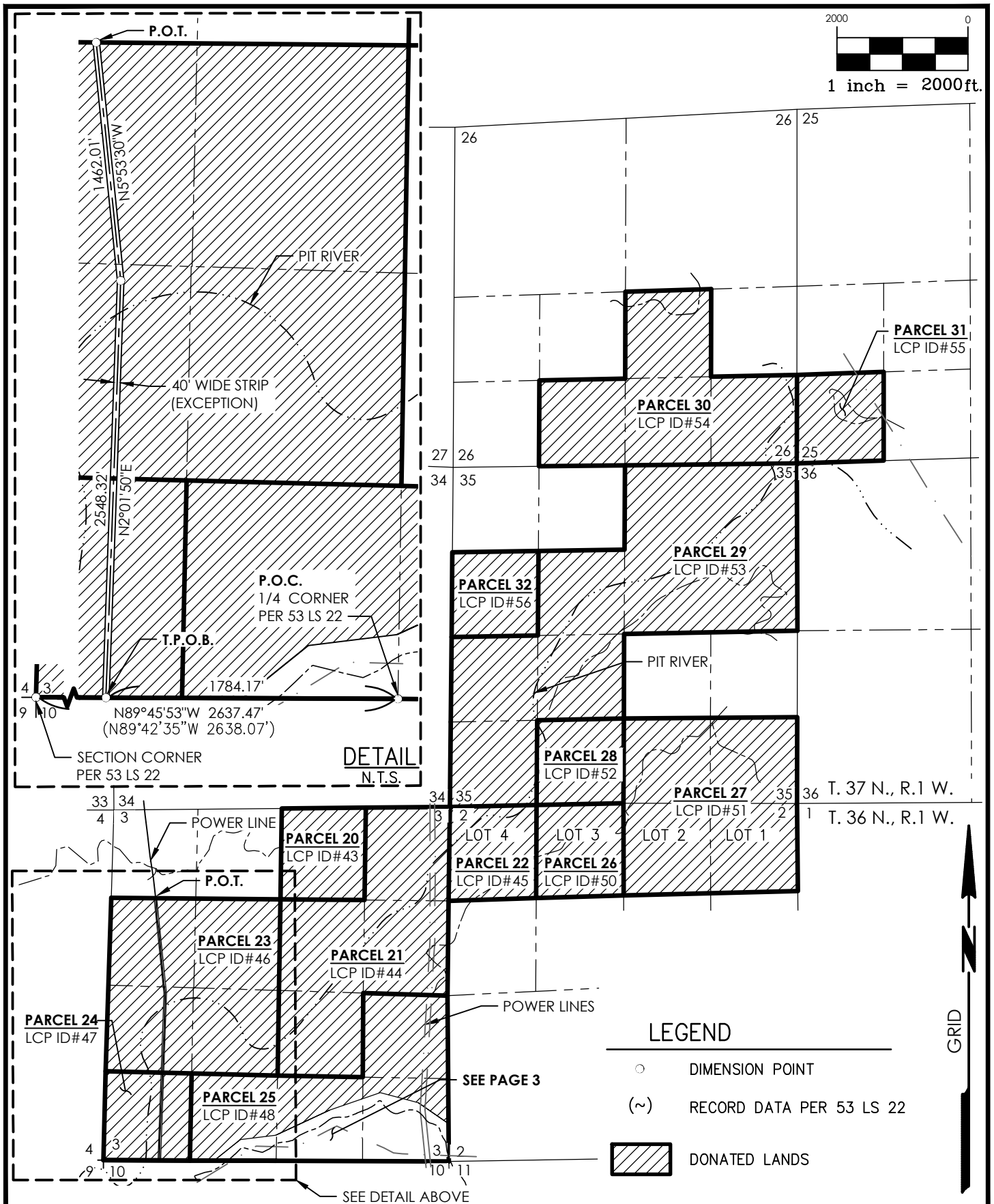
BIG BEND

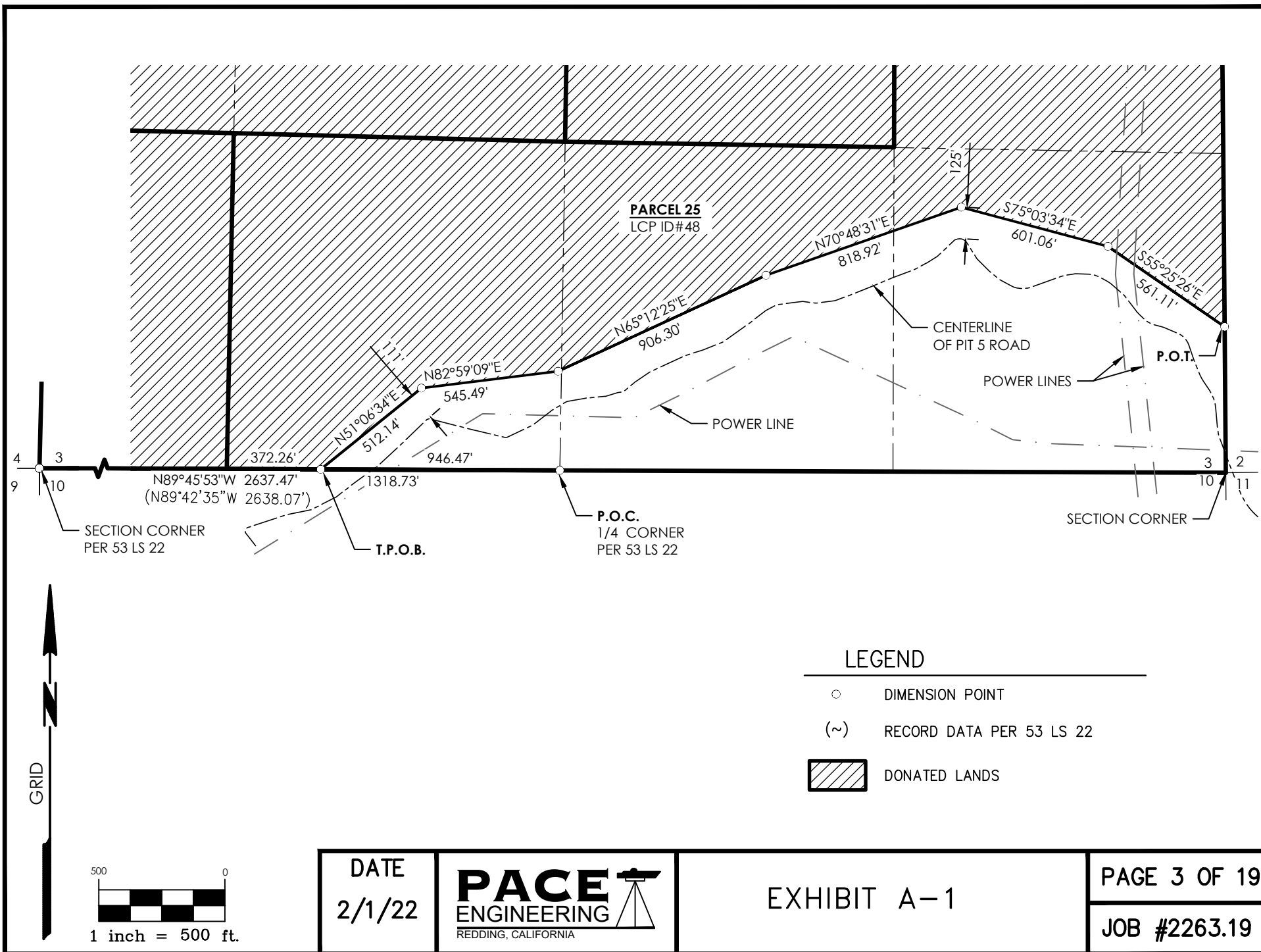
BIG BEND ROAD

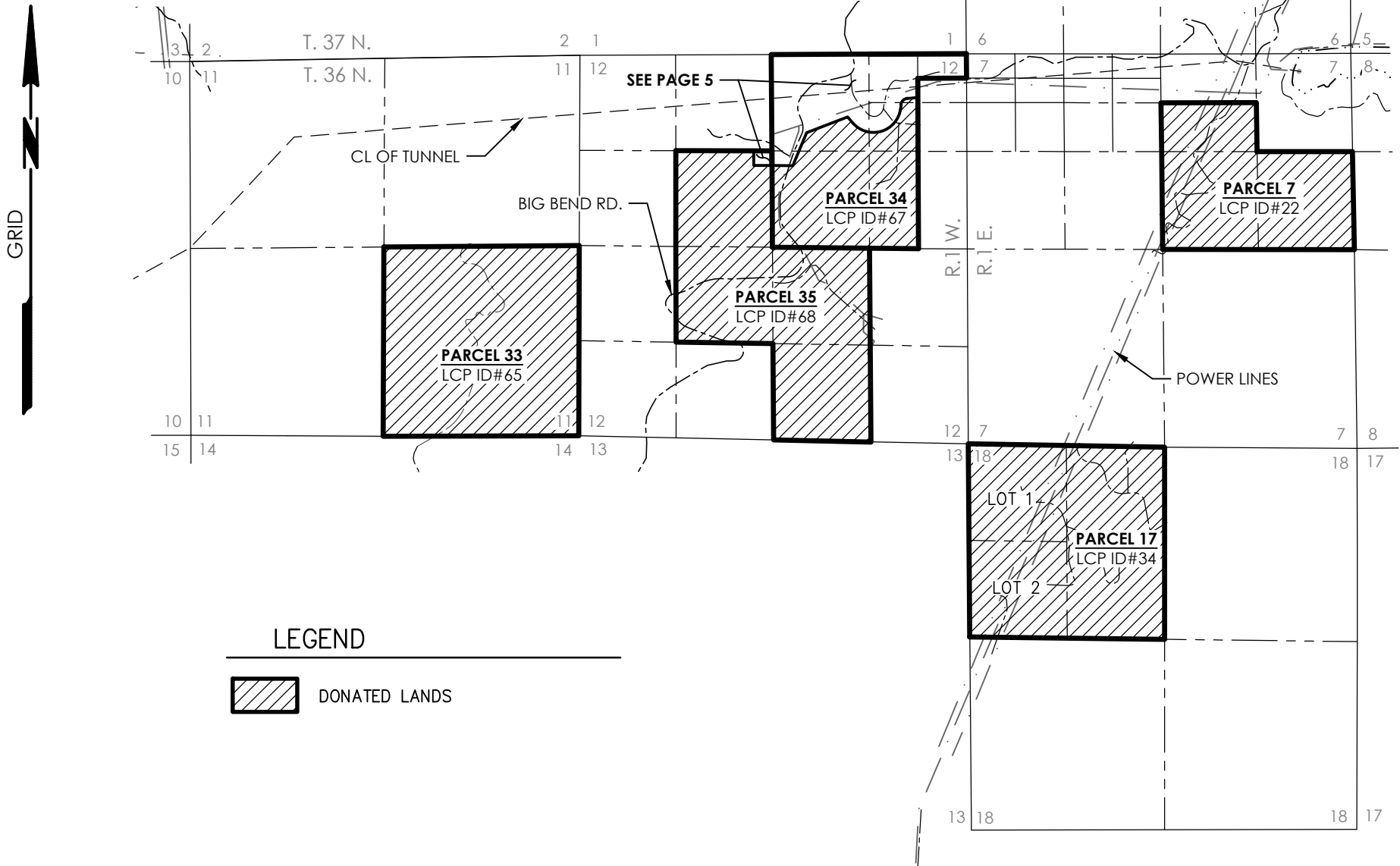
BAKER ROAD  
PIT RIVER

WENGLER

BIG BEND ROAD







# LEGEND

 DONATED LANDS

2000  
0  
1 inch = 2000ft.

DATE  
2/1/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

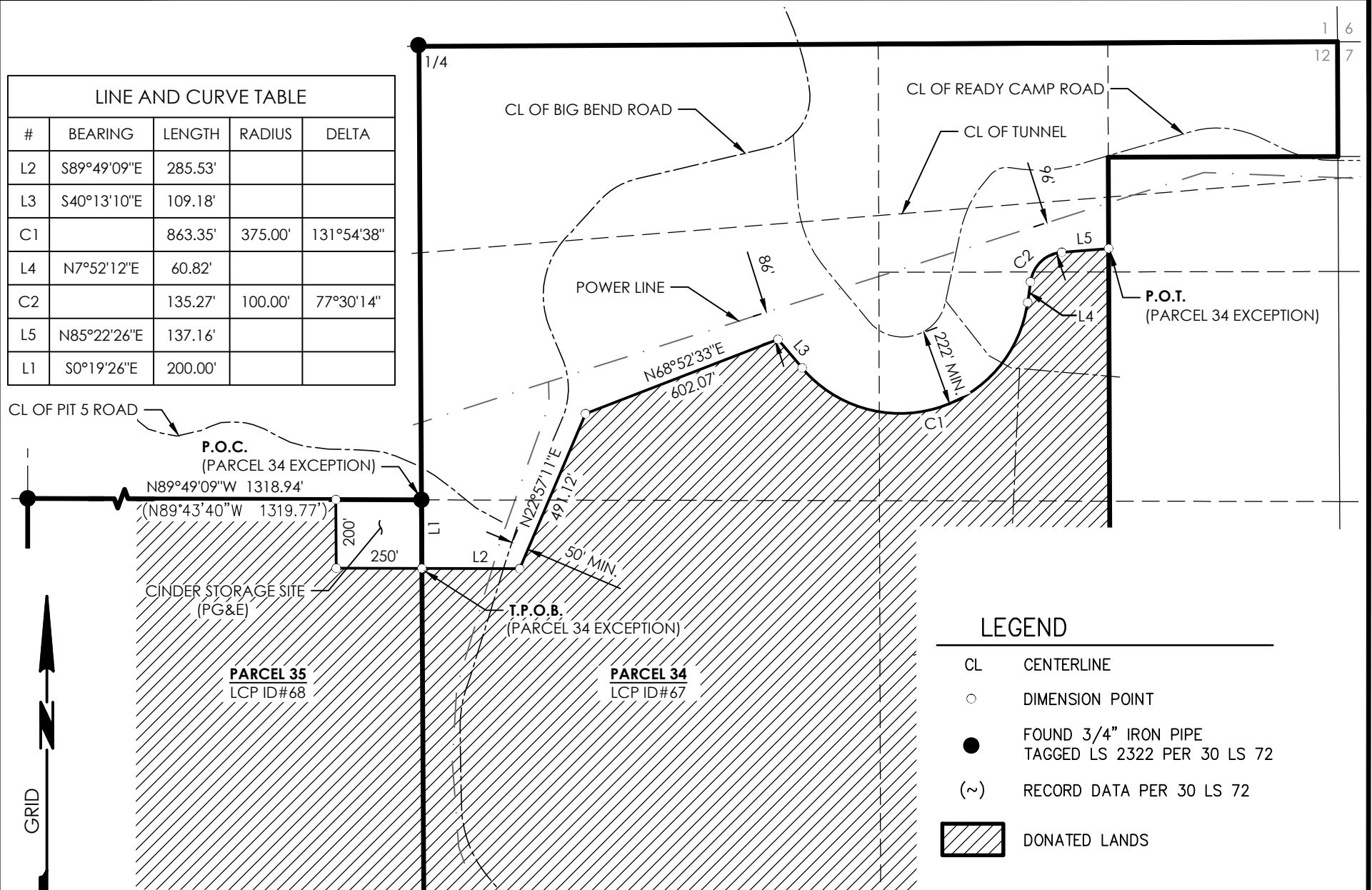
EXHIBIT A-1

PAGE 4 OF 19

JOB #2263.19

LINE AND CURVE TABLE

#	BEARING	LENGTH	RADIUS	DELTA
L2	S89°49'09"E	285.53'		
L3	S40°13'10"E	109.18'		
C1		863.35'	375.00'	131°54'38"
L4	N7°52'12"E	60.82'		
C2		135.27'	100.00'	77°30'14"
L5	N85°22'26"E	137.16'		
L1	S0°19'26"E	200.00'		



DATE  
2/1/22

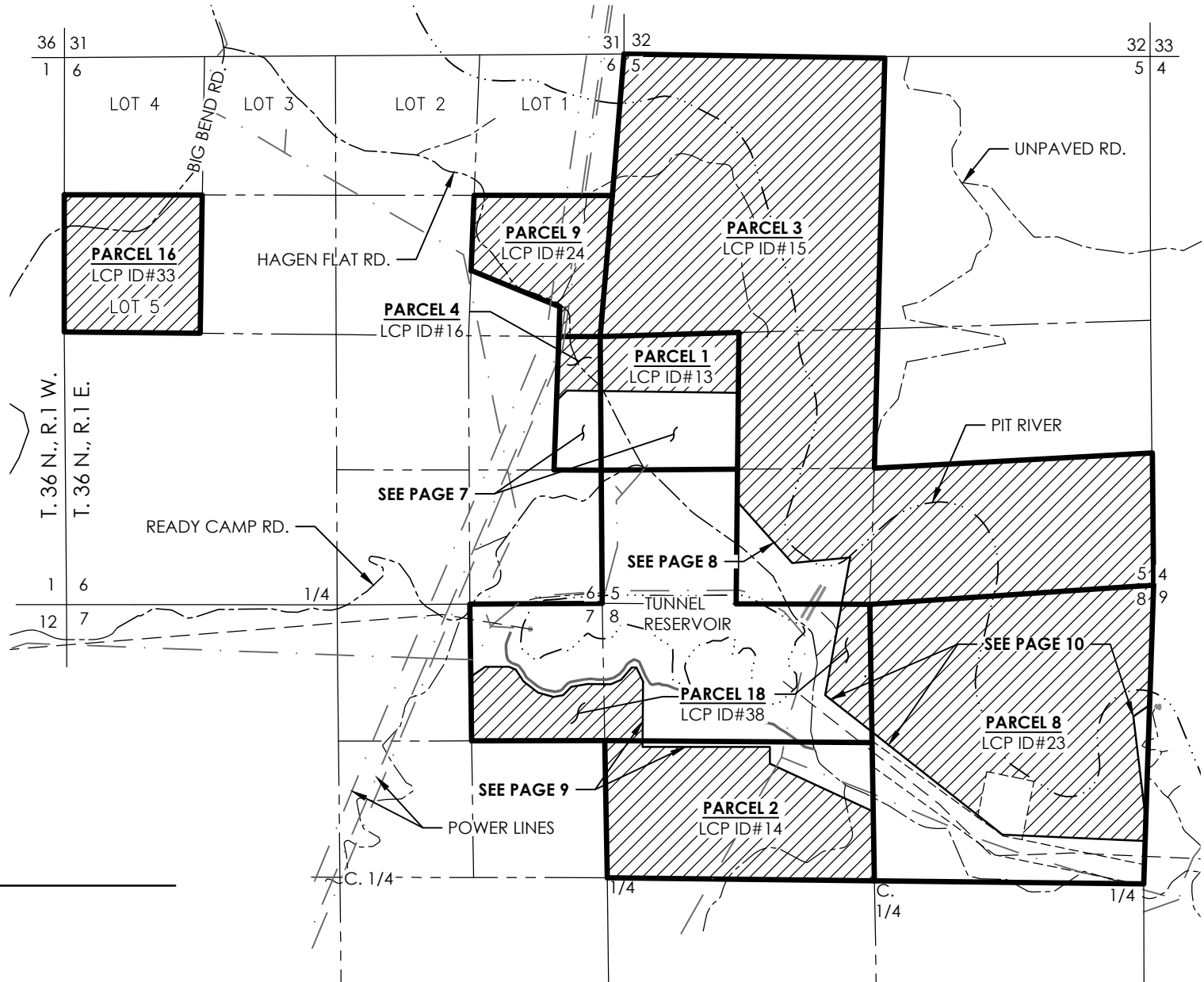
**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1

PAGE 5 OF 19

JOB #2263.19





## LEGEND



DONATED LANDS



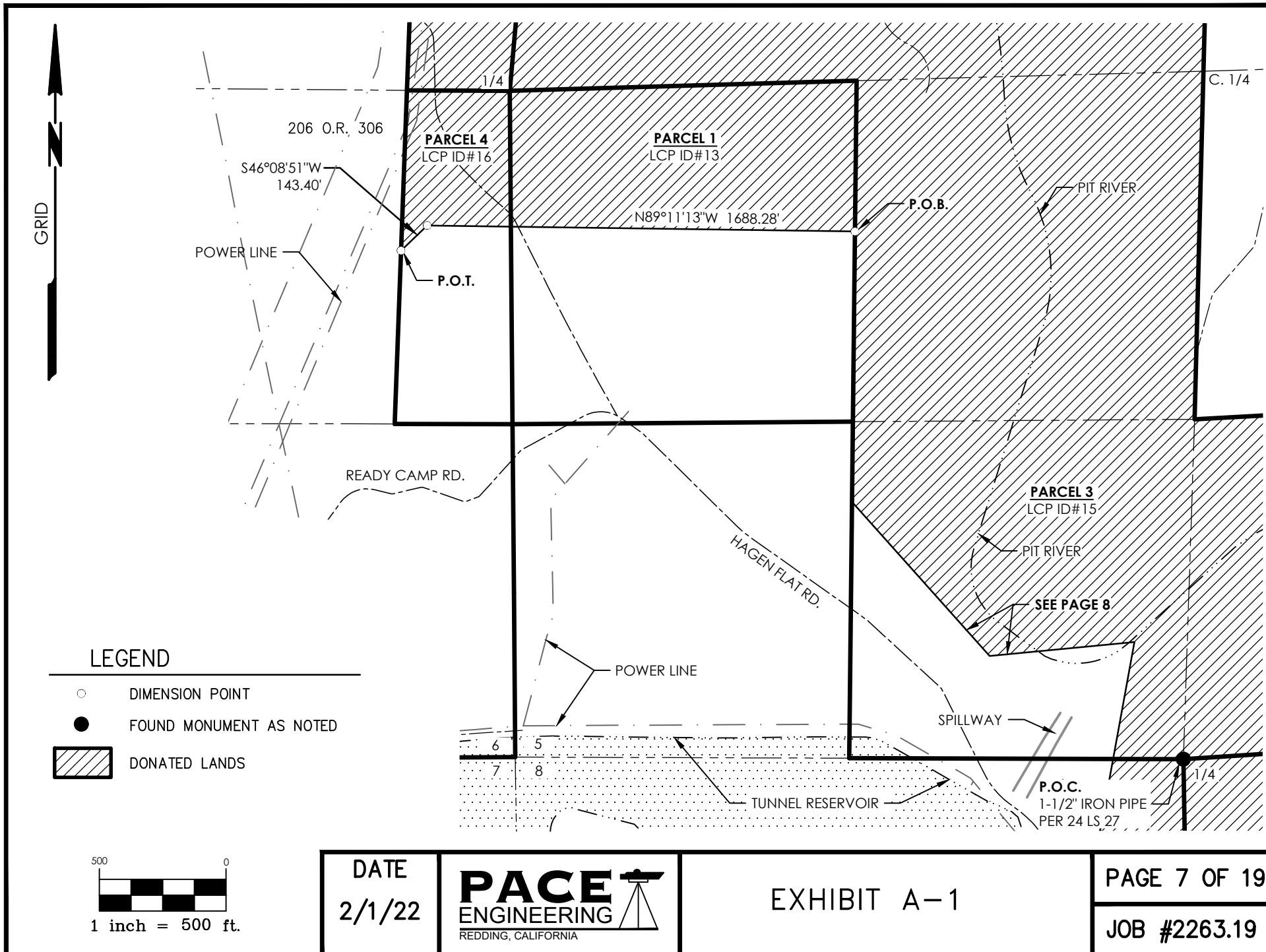
DATE  
2/1/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1




PAGE 6 OF 19

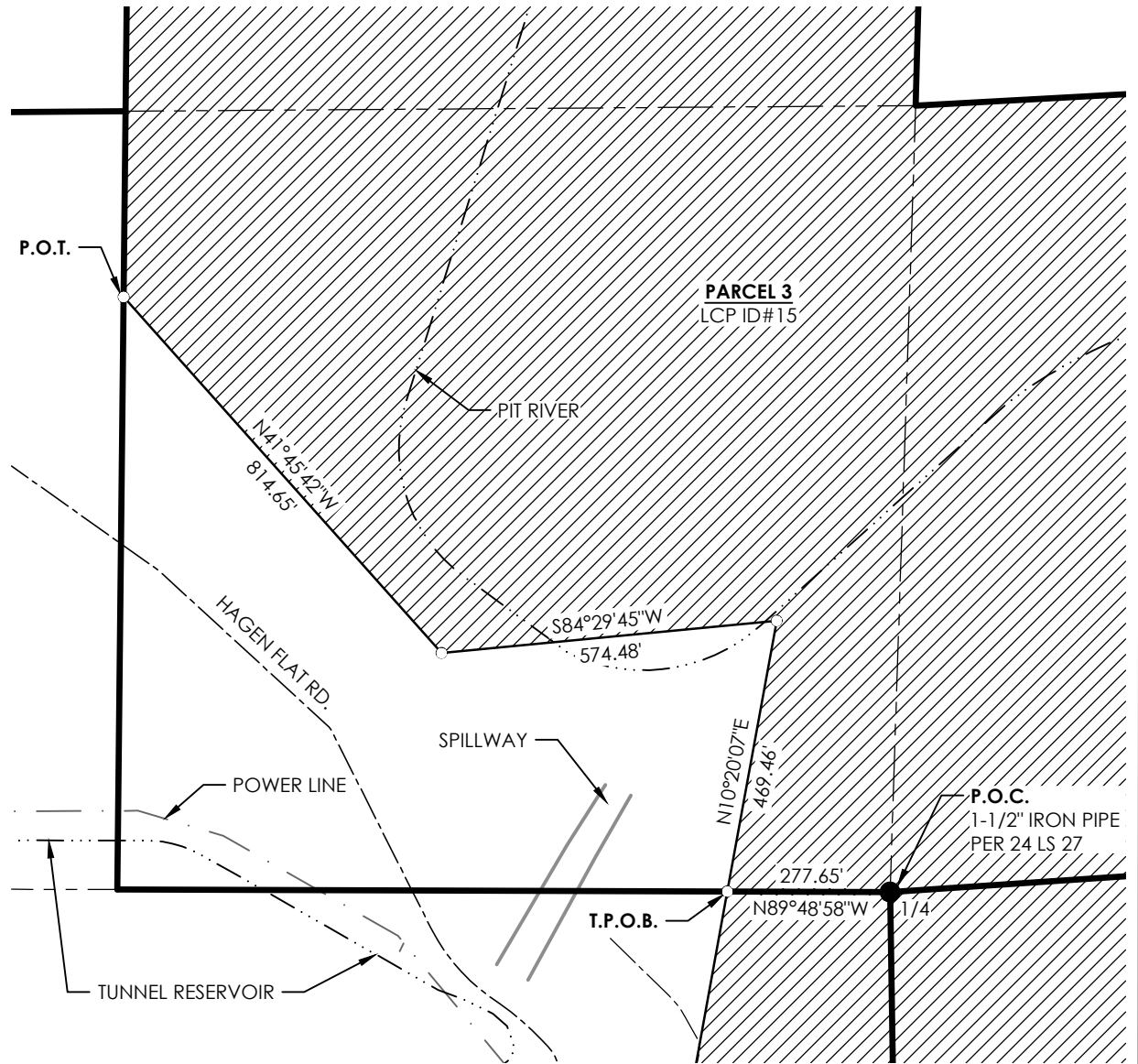
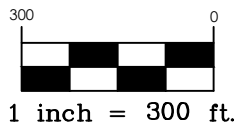
JOB #2263.19





### LEGEND

-  DIMENSION POINT
-  FOUND MONUMENT AS NOTED
-  DONATED LANDS



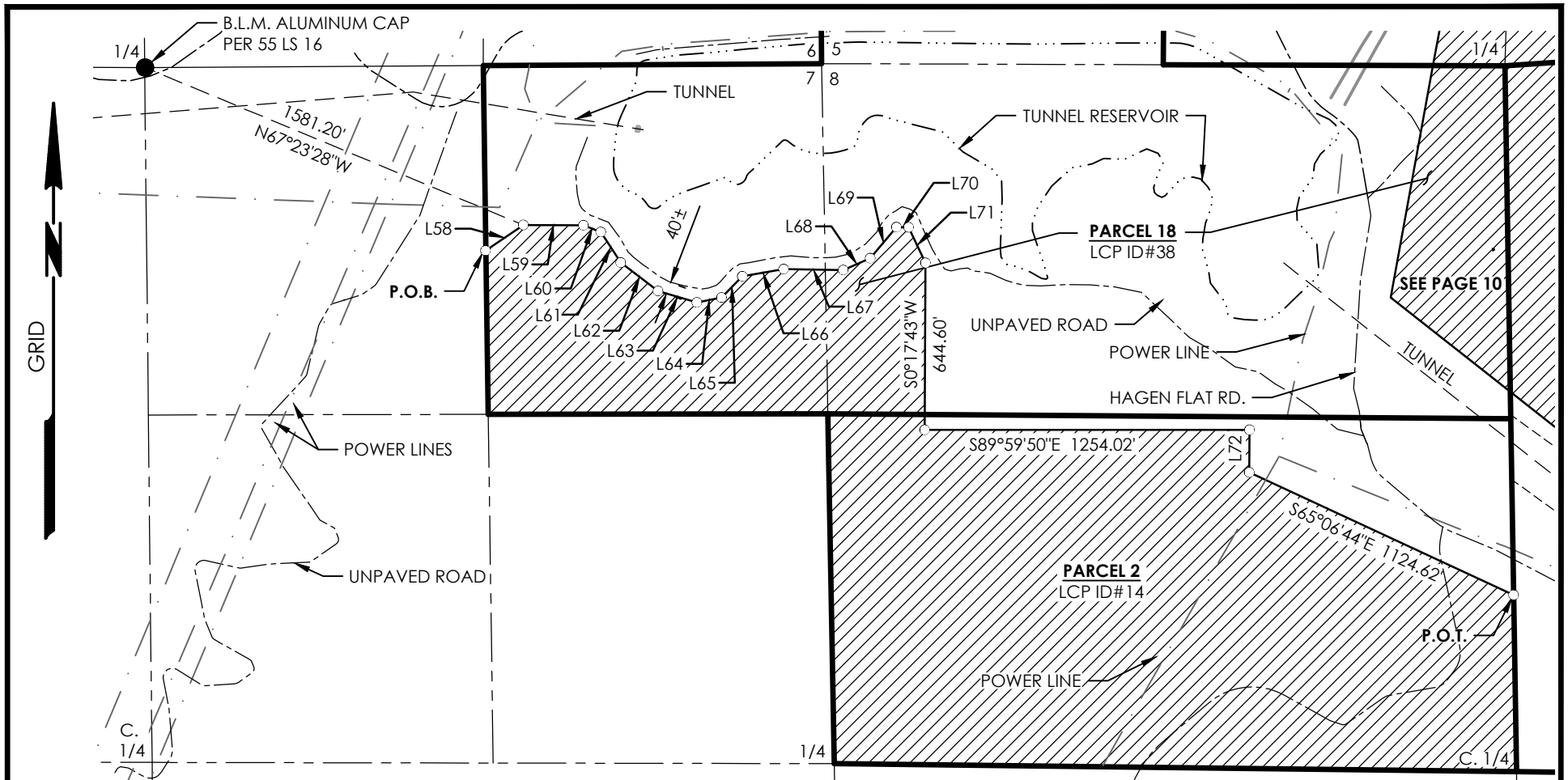
DATE  
2/1/22



EXHIBIT A-1

PAGE 8 OF 19

JOB #2263.19




LINE TABLE		
LINE	BEARING	LENGTH
L58	N55°44'18"E	174.38'
L59	S89°39'03"E	232.24'
L60	S68°38'06"E	71.69'
L61	S33°07'19"E	140.89'

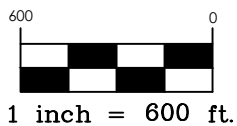
LINE TABLE		
LINE	BEARING	LENGTH
L62	S52°43'21"E	181.06'
L63	S73°36'50"E	156.50'
L64	N78°27'52"E	97.31'
L65	N44°36'08"E	114.37'

LINE TABLE		
LINE	BEARING	LENGTH
L66	N80°06'34"E	161.79'
L67	S89°04'53"E	229.88'
L68	N66°18'00"E	113.66'
L69	N40°13'41"E	157.02'

LINE TABLE		
LINE	BEARING	LENGTH
L70	S89°39'03"E	46.92'
L71	S25°23'36"E	152.26'
L72	S0°21'03"W	164.33'

### LEGEND

- DIMENSION POINT
- FOUND MONUMENT AS NOTED
-  DONATED LANDS



DATE  
2/1/22

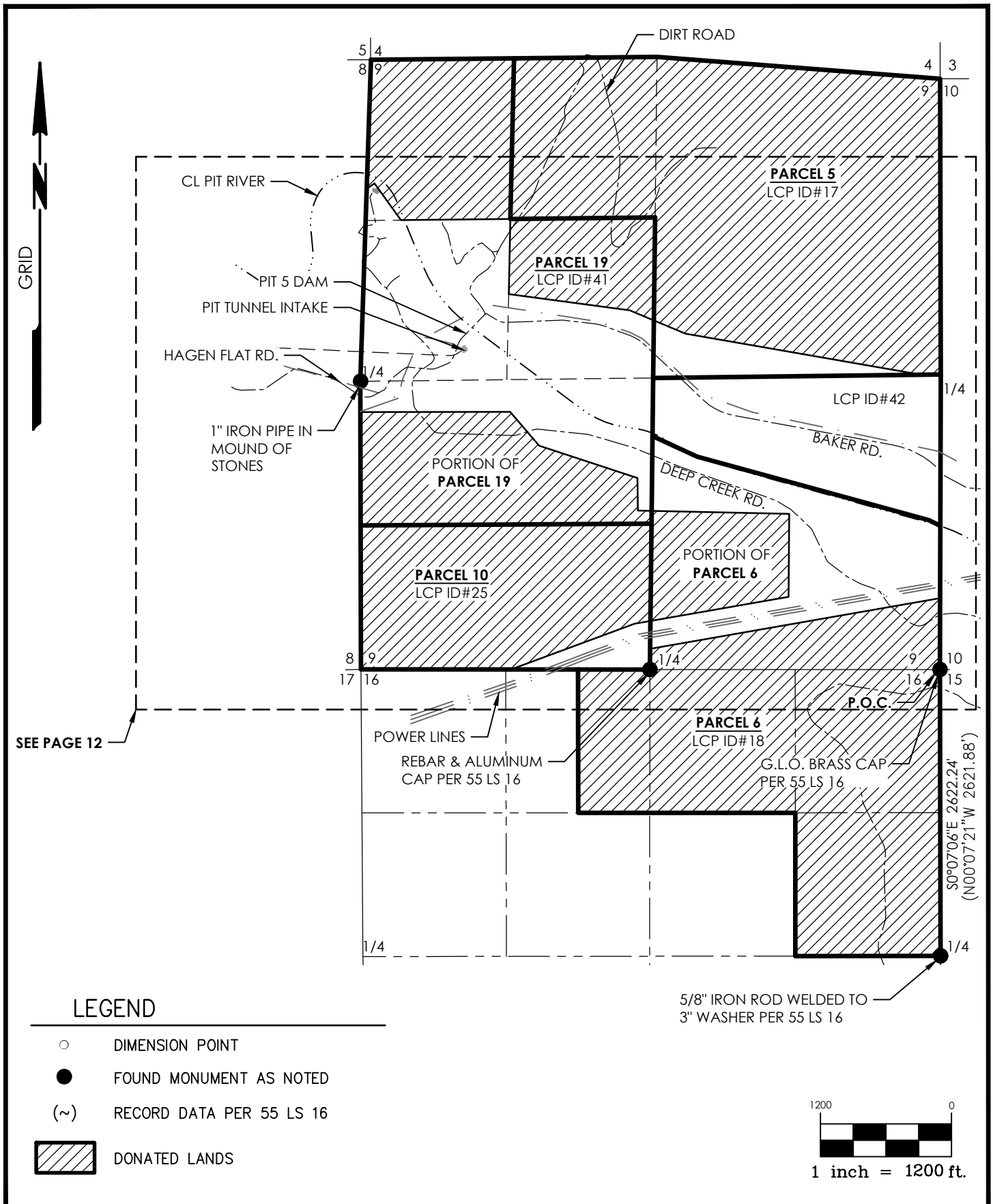
**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1

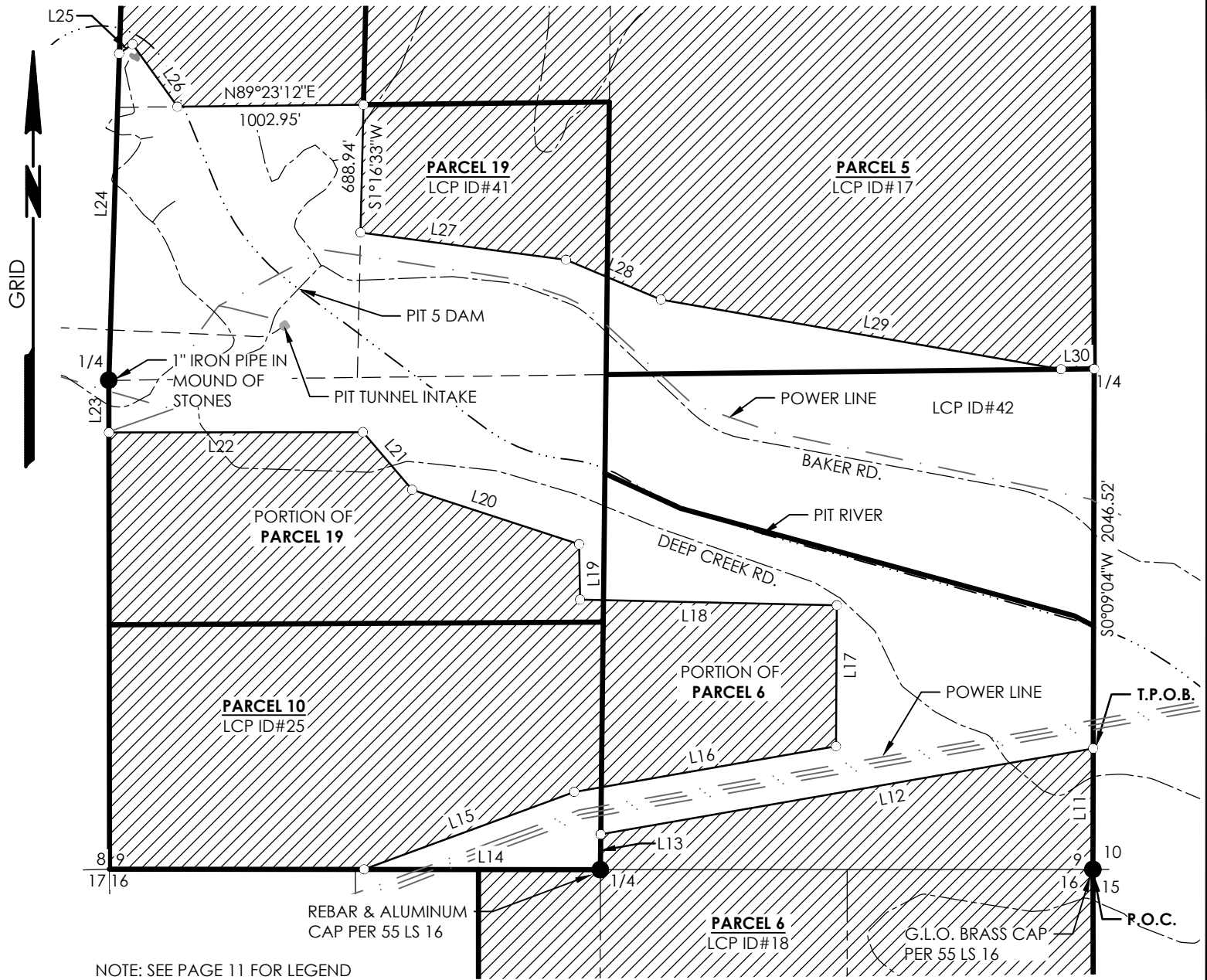
PAGE 9 OF 19

JOB #2263.19

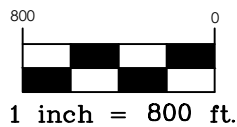




LINE TABLE		
LINE	BEARING	LENGTH
L11	N0°09'04"E	653.43'
L12	S80°05'32"W	2695.91'
L13	S0°40'00"W	190.53'
L14	N89°56'47"W	1275.32'
L15	N69°46'25"E	1209.68'
L16	N80°05'32"E	1432.55'
L17	N0°20'18"E	760.03'
L18	N88°43'28"W	1384.88'
L19	N0°51'59"W	298.06'
L20	N71°54'21"W	947.43'
L21	N40°32'47"W	408.87'
L22	S89°55'29"W	1370.32'
L23	N0°05'37"W	280.72'
L24	N1°53'00"E	1764.57'
L25	N54°37'44"E	86.12'
L26	S35°42'03"E	415.66'
L27	S82°24'49"E	1117.17'
L28	S67°18'43"E	555.13'
L29	S80°06'41"E	2190.11'
L30	N89°19'44"E	178.62'



NOTE: SEE PAGE 11 FOR LEGEND



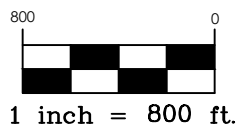
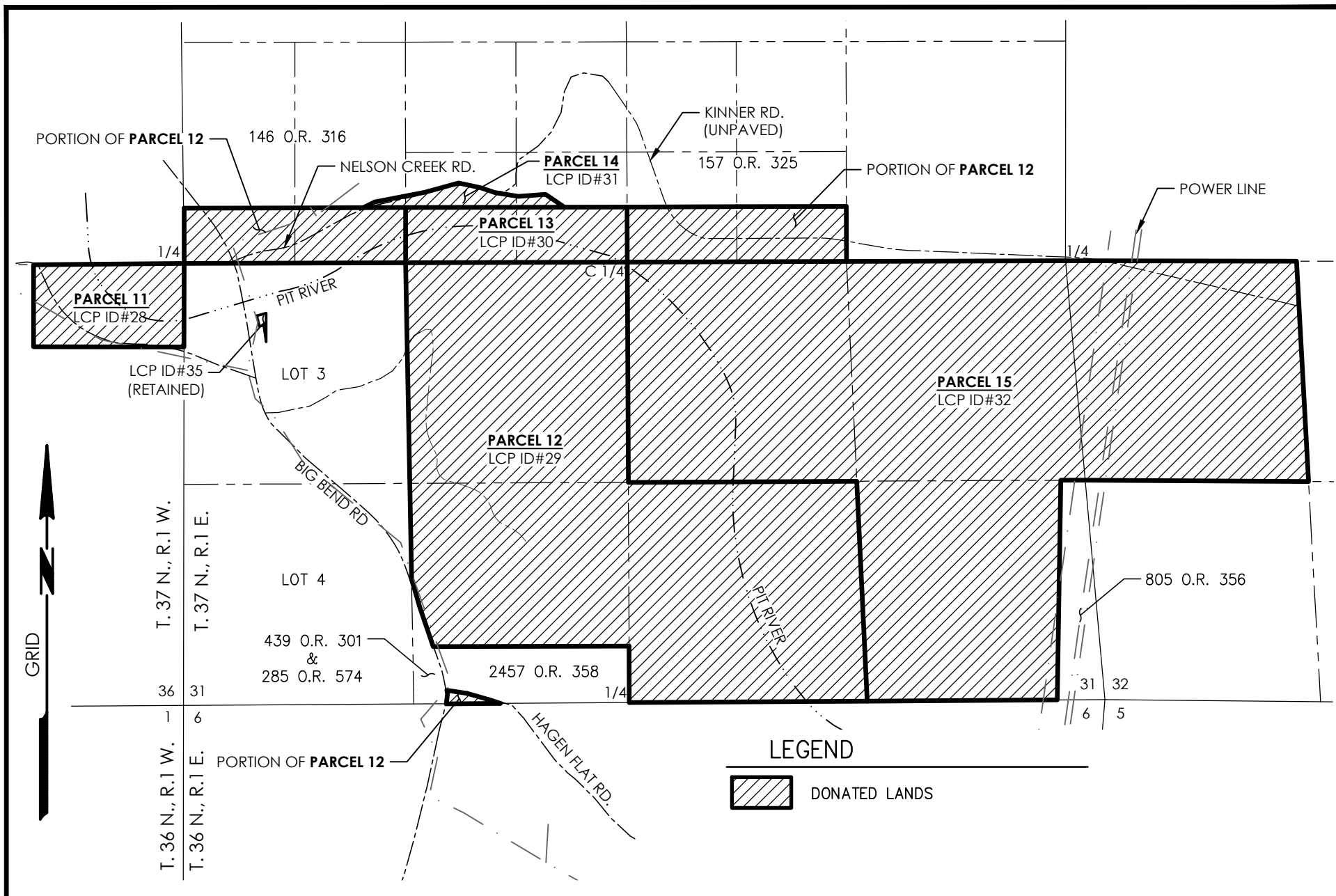
DATE  
2/1/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1

PAGE 12 OF 19

JOB #2263.19



DATE  
2/1/22

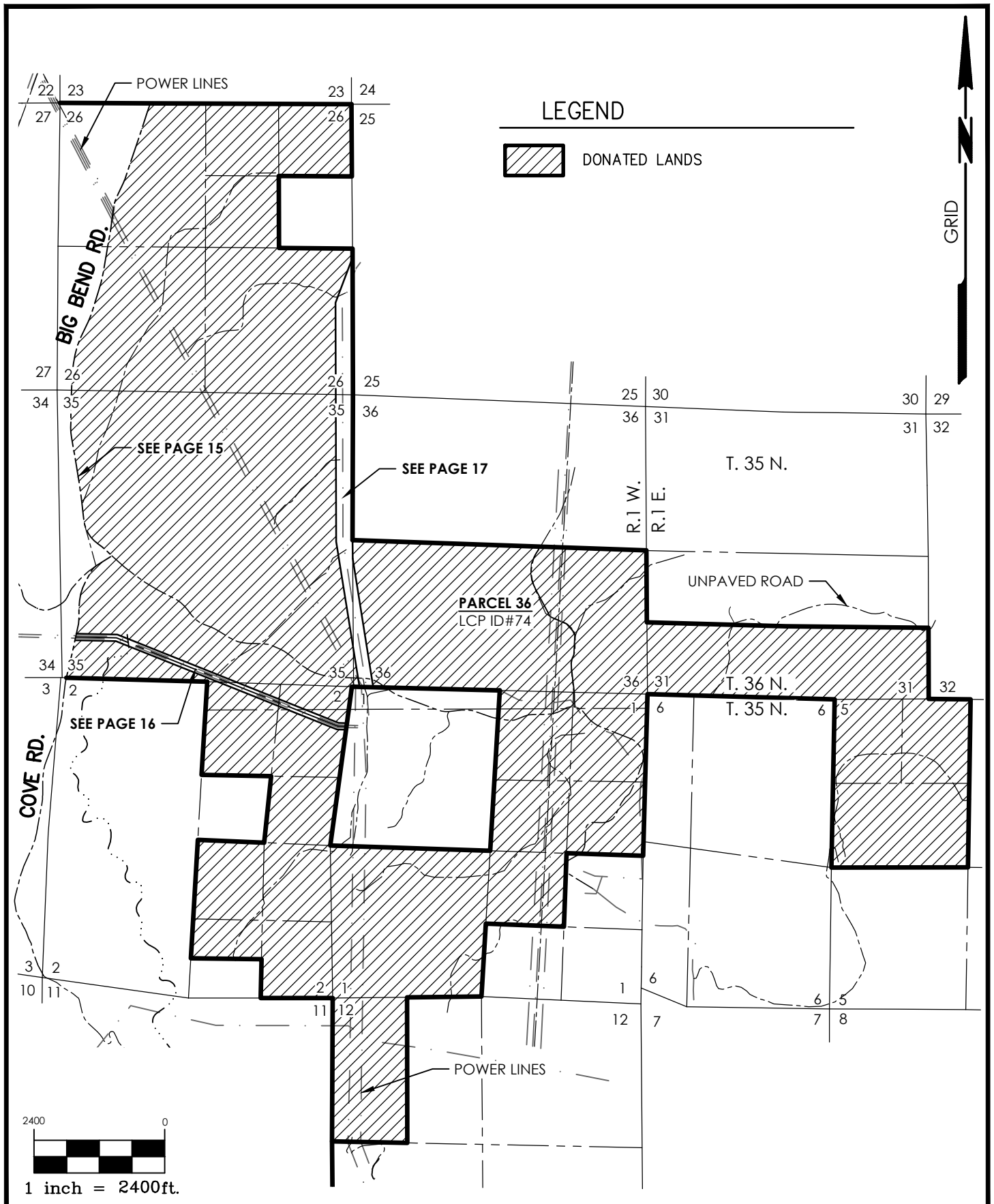
**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

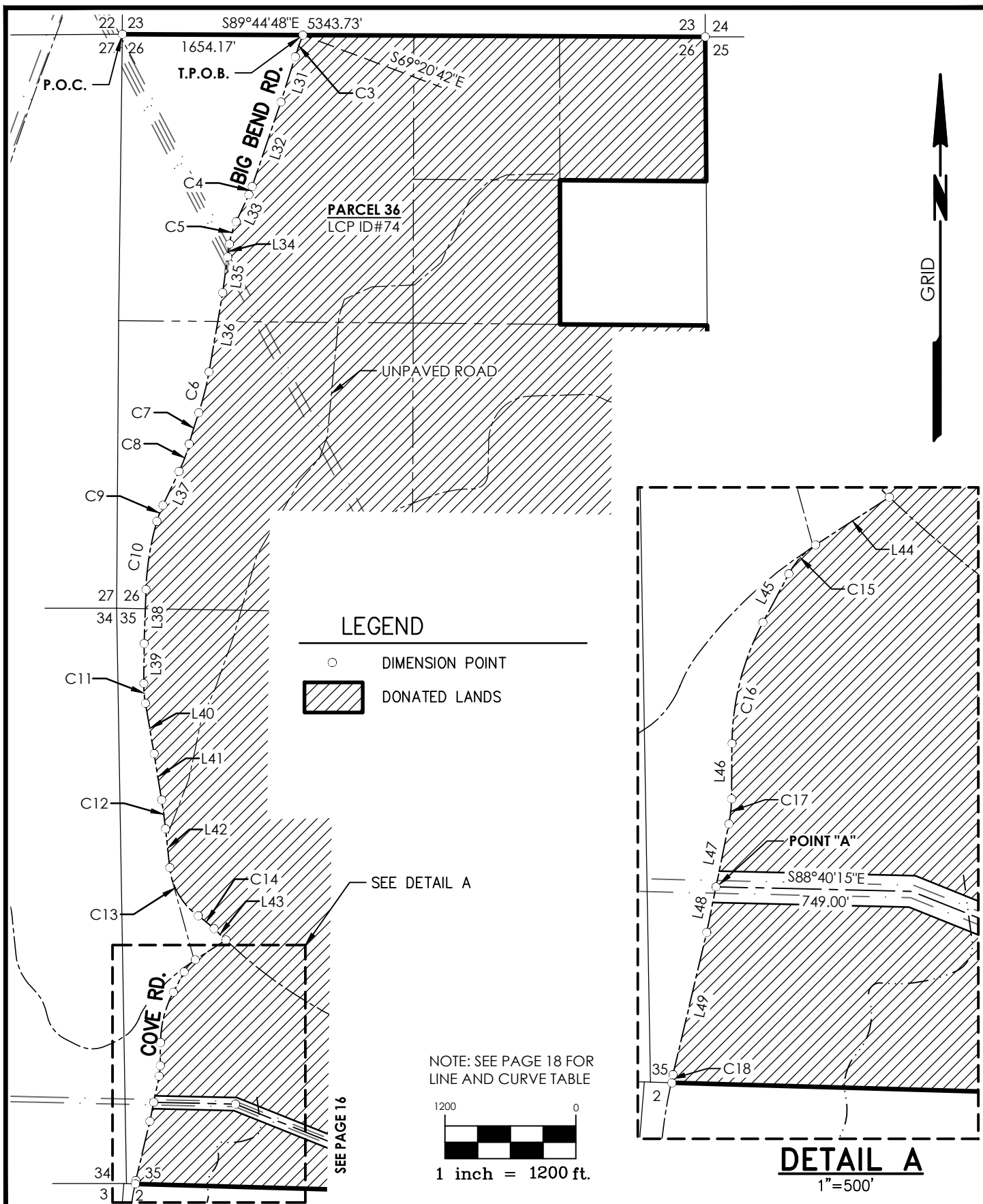
EXHIBIT A-1

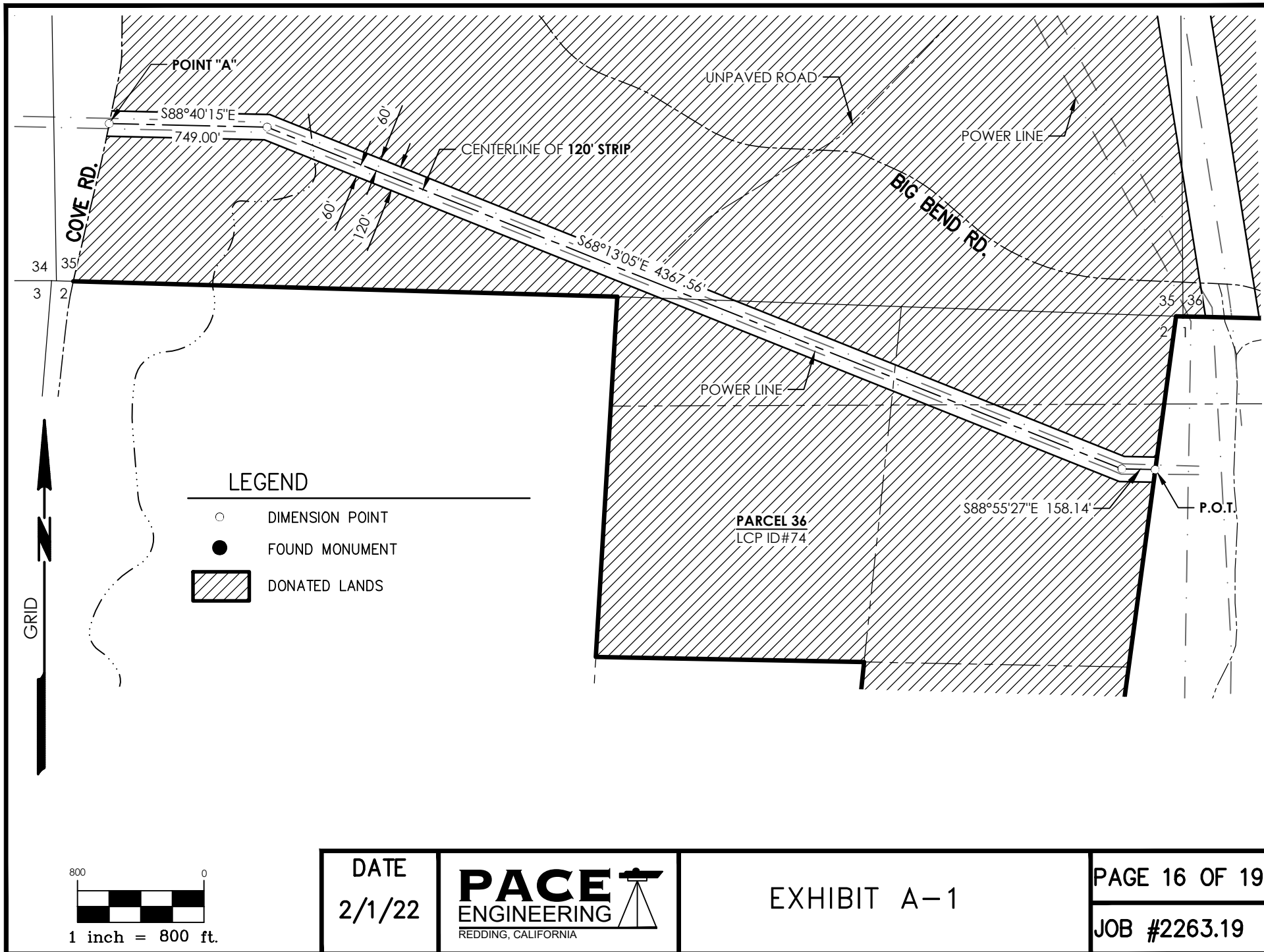
PAGE 13 OF 19

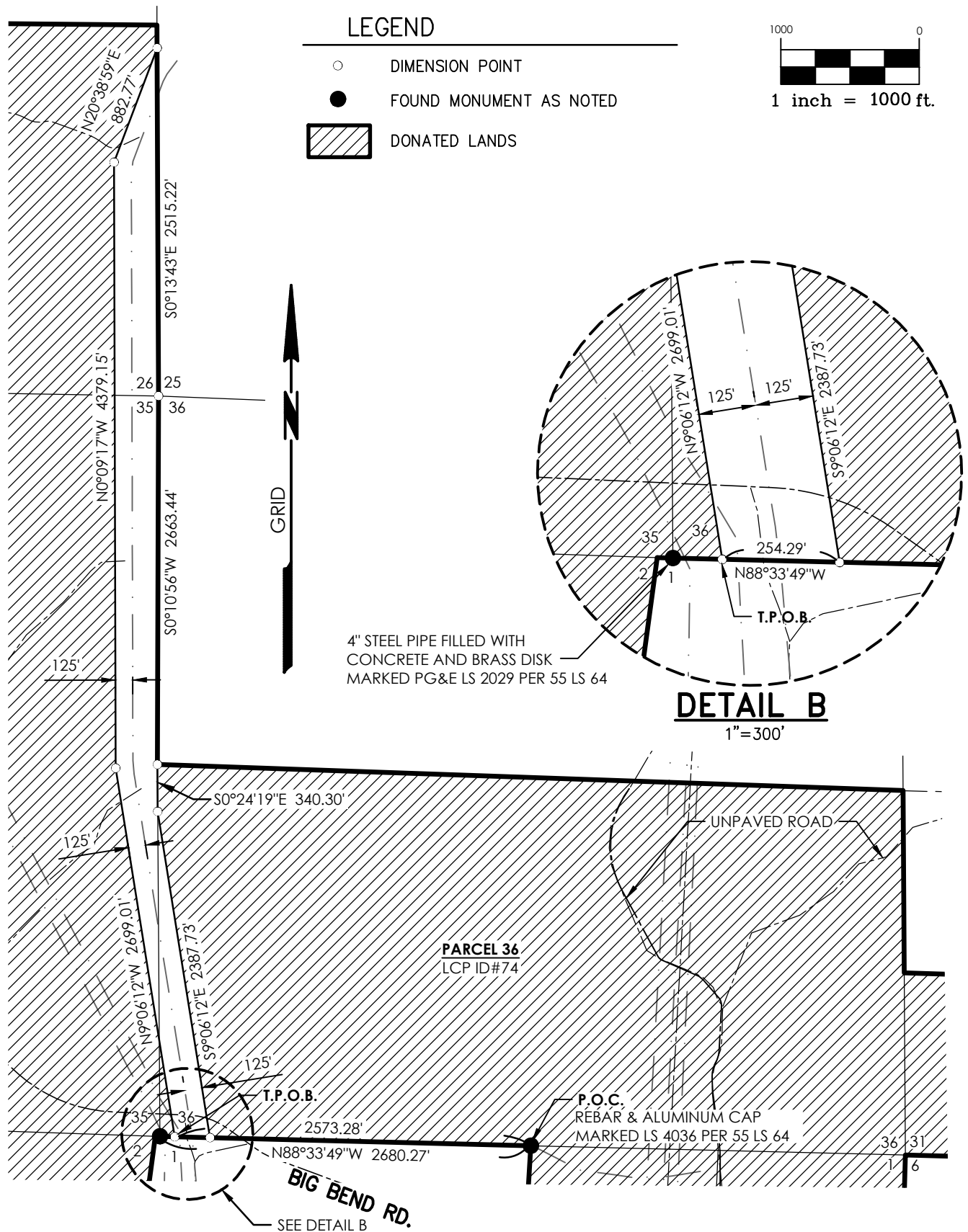
JOB #2263.19











DATE  
2/1/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1

PAGE 17 OF 19

JOB #2263.19

LINE AND CURVE TABLE				
#	BEARING	DISTANCE	RADIUS	DELTA
C3		210.77'	4000.00'	3°01'08"
L31	S17°38'09"W	435.57'		
L32	S18°43'15"W	817.62'		
C4		82.20'	700.00'	6°43'40"
L33	S25°26'55"W	272.28'		
C5		215.15'	700.00'	17°36'38"
L34	S7°50'17"W	119.14'		
L35	S7°50'17"W	330.55'		
L36	S9°47'30"W	737.21'		
C6		386.04'	2500.00'	8°50'50"
C7		299.96'	5000.00'	3°26'14"
C8		267.65'	1500.00'	10°13'25"
L37	S25°25'31"W	343.59'		
C9		158.11'	1000.00'	9°03'32"
C10		634.87'	2500.00'	14°33'01"
L38	S1°48'58"W	495.89'		
L39	S0°36'57"W	365.42'		
C11		182.51'	1000.00'	10°27'26"
L40	S9°50'29"E	469.89'		
L41	S9°13'32"E	428.71'		
C12		267.65'	5000.00'	3°04'02"
L42	S6°09'31"E	357.88'		
C13		528.64'	620.00'	48°51'12"
C14		186.87'	1300.00'	8°14'10"
L43	S46°46'32"E	150.99'		
L44	S57°11'01"W	335.42'		
C15		152.19'	300.00'	29°03'57"
L45	S28°07'03"W	210.32'		
C16		481.96'	1000.00'	27°36'51"
L46	S0°30'13"W	211.23'		

LINE AND CURVE TABLE				
#	BEARING	DISTANCE	RADIUS	DELTA
C17		96.53'	500.00'	11°03'41"
L47	S11°33'54"W	244.98'		
L48	S11°33'54"W	177.60'		
L49	S13°18'44"W	558.37'		
C18		31.35'	2000.00'	0°53'54"

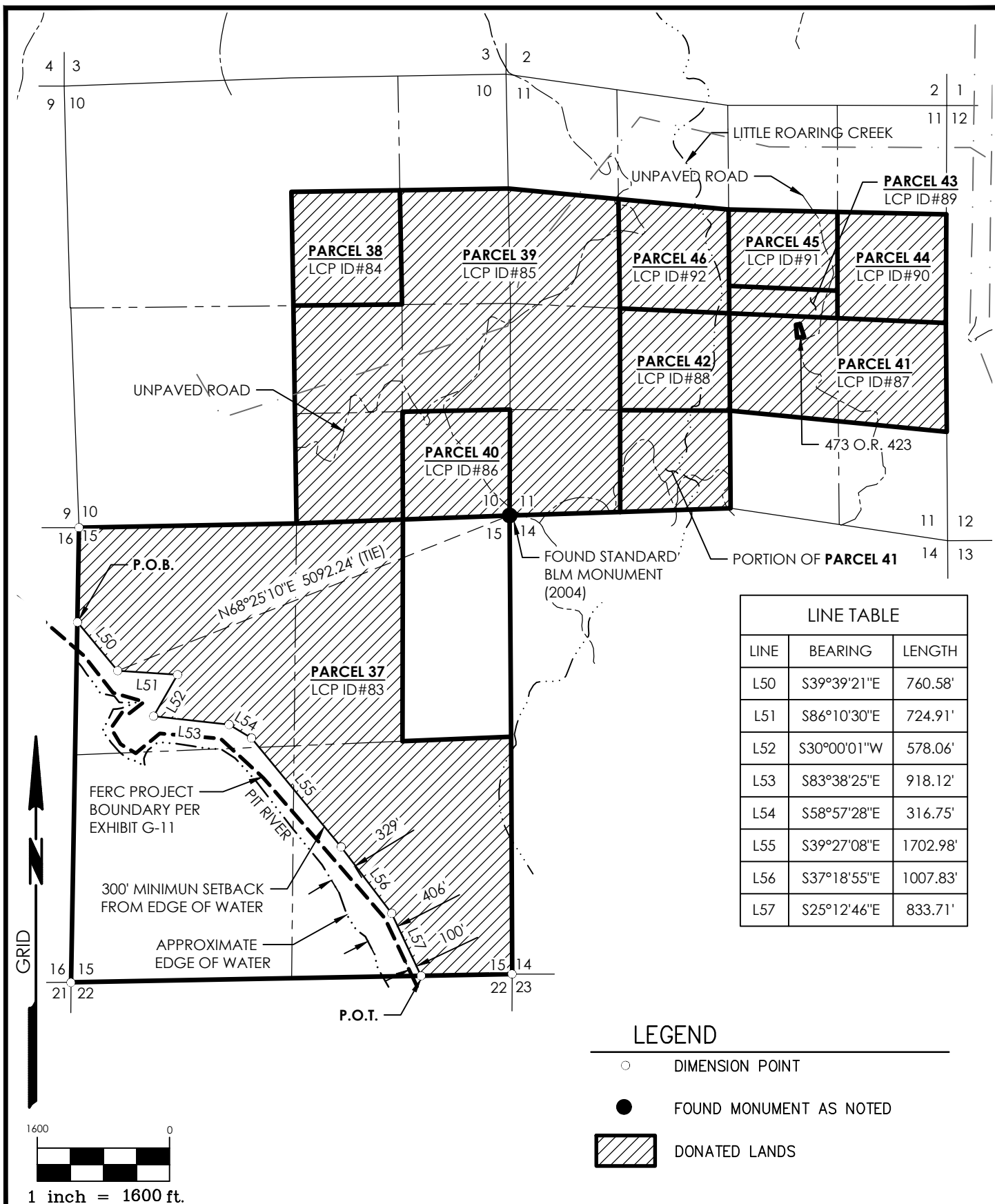
DATE  
2/1/22



EXHIBIT A-1

PAGE 18 OF 19

JOB #2263.19



DATE  
2/1/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT A-1

PAGE 19 OF 19

JOB #2263.19

**EXHIBIT B**

[Intentionally Deleted]

**EXHIBIT C**

Description of Easement Area

**See Exhibit A. The Property is the Easement Area.**



**EXHIBIT D**

Map Description of Easement Area

**See Exhibit A-1. The Property is the Easement Area.**

**EXHIBIT E**

Description of Electrical Strips  
(Attached behind this Page)

## **EXHIBIT E**

### **ELECTRIC LINE EASEMENTS**

THOSE CERTAIN STRIPS OF LAND SITUATE IN THE UNINCORPORATED AREA OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

**STRIP 1:**

PORTION OF LCP ID #0014

PORTION OF APN: 022-080-001

THAT CERTAIN STRIP OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THE LANDS DESCRIBED IN VOLUME 128, PAGE 85 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT A POINT IN THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 55°44'18" EAST, A DISTANCE OF 174.38 FEET, MORE OR LESS, TO A POINT FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 7 BEARS NORTH 67°23'28" WEST, A DISTANCE OF 1,581.20 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 232.24 FEET;

THENCE SOUTH 68°38'06" EAST, A DISTANCE OF 71.69 FEET;

THENCE SOUTH 33°07'19" EAST, A DISTANCE OF 140.89 FEET;

THENCE SOUTH 52°43'21" EAST, A DISTANCE OF 181.06 FEET;

THENCE SOUTH 73°36'50" EAST, A DISTANCE OF 156.50 FEET;

THENCE NORTH 78°27'52" EAST, A DISTANCE OF 97.31 FEET;

THENCE NORTH 44°36'08" EAST, A DISTANCE OF 114.37 FEET;

THENCE NORTH 80°06'34" EAST, A DISTANCE OF 161.79 FEET;

THENCE SOUTH 89°04'53" EAST, A DISTANCE OF 229.88 FEET;

THENCE NORTH 66°18'00" EAST, A DISTANCE OF 113.66 FEET;

THENCE NORTH 40°13'41" EAST, A DISTANCE OF 157.02 FEET;

THENCE SOUTH 89°39'03" EAST, A DISTANCE OF 46.92 FEET;

THENCE SOUTH 25°23'36" EAST, A DISTANCE OF 152.26 FEET;

THENCE SOUTH 00°17'43" WEST, A DISTANCE OF 644.60 FEET;

THENCE SOUTH 89°59'50" EAST, A DISTANCE OF 1,254.02 FEET;

THENCE SOUTH 00°21'03" WEST, A DISTANCE OF 164.33 FEET;

THENCE SOUTH 65°06'44" EAST, A DISTANCE OF 69.33 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF A PACIFIC GAS AND ELECTRIC COMPANY DISTRIBUTION LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**.

THENCE ALONG SAID CENTERLINE, SOUTH 29°39'34" WEST, A DISTANCE OF 1,274.79 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8, SAID POINT BEING THE **POINT OF TERMINATION**.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN A LINE WHICH BEARS SOUTH 65°06'44" EAST THROUGH THE **TRUE POINT OF BEGINNING**, AND TERMINATE IN THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8.

**STRIP 2:**

PORTION OF LCP ID #0016 & #0024

PORTION OF APN: 022-080-001

THAT CERTAIN STRIP OF LAND SITUATE IN SECTION 6, TOWNSHIP 36 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THE LANDS DESCRIBED IN VOLUME 144, PAGE 154, AND VOLUME 144, PAGE 424 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 300.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 6; THENCE ALONG THE SOUTHERLY LINE THEREOF, NORTH 89°55'40" WEST, A DISTANCE OF 877.87 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF THE MOST EASTERLY PACIFIC GAS AND ELECTRIC COMPANY TRANSMISSION LINE;

THENCE ALONG SAID CENTERLINE, NORTH 22°39'05" EAST, A DISTANCE OF 1175.01 FEET TO A POINT IN THE EASTERLY LINE OF THE LANDS DESCRIBED IN BOOK 206, PAGE 306, OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 22°39'05" EAST, A DISTANCE OF 121.05 FEET;

THENCE NORTH 8°12'19" EAST, A DISTANCE OF 1524.31 FEET, MORE OR LESS, TO A POINT IN THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 6, SAID POINT BEING THE **POINT OF TERMINATION**.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE NORTHERLY AND EASTERLY BOUNDARY OF THE LANDS DESCRIBED IN BOOK 206, PAGE 306, OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, AND TERMINATE IN THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 6.

**STRIP 3:**

PORTION OF LCP ID #0022 & #0034

PORTION OF APN: 022-080-012 & 022-110-001

THAT CERTAIN STRIP OF LAND SITUATE IN SECTIONS 7 AND 18, TOWNSHIP 36 NORTH, RANGE 1 EAST, BEING A PORTION OF THE LAND DESCRIBED IN BOOK 172, PAGE 416, OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, AND A PORTION OF THE LANDS DESCRIBED IN VOLUME 14, PAGE 220, OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 300.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 7, THENCE ALONG THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7, SOUTH  $0^{\circ}36'54''$  EAST, A DISTANCE OF 670.95 FEET TO THE NORTHWEST CORNER OF SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7; THENCE ALONG THE NORTHERLY LINE THEREOF, NORTH  $89^{\circ}52'45''$  EAST, A DISTANCE OF 883.13 FEET TO A POINT IN THE CENTERLINE OF THE MOST EASTERLY PACIFIC GAS AND ELECTRIC COMPANY TRANSMISSION LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID CENTERLINE, SOUTH  $22^{\circ}39'05''$  WEST, A DISTANCE OF 337.96 FEET; THENCE SOUTH  $22^{\circ}40'52''$  WEST, A DISTANCE OF 7620.22 FEET, TO A POINT IN THE SOUTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 18, SAID POINT BEING THE **POINT OF TERMINATION**.

**EXCEPTING THEREFROM** ALL THAT PORTION OF THE ABOVE-DESCRIBED STRIP LYING WITHIN THE NORTHWEST ONE-QUARTER, THE SOUTHWEST ONE-QUARTER, AND THE SOUTHEAST ONE-QUARTER OF SAID SECTION 7.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7, AND TERMINATE IN THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 18.

**STRIP 4:**

PORTION OF LCP ID #0028

PORTION OF APN: 021-270-010

THAT CERTAIN STRIP OF LAND SITUATE IN SECTION 36, TOWNSHIP 37 NORTH, RANGE 1 WEST, BEING A PORTION OF THE LANDS DESCRIBED IN VOLUME 144, PAGE 86 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 36; THENCE ALONG THE NORTHERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 36, SOUTH 89°32'25" WEST, A DISTANCE OF 900.04 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN SAID VOLUME 144, PAGE 86 OF DEEDS OF THE COUNTY OF SHASTA; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 0°04'28" WEST, A DISTANCE OF 217.66 FEET TO A POINT IN THE CENTERLINE OF A PACIFIC GAS AND ELECTRIC COMPANY DISTRIBUTION LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID CENTERLINE, SOUTH 60°08'27" EAST, A DISTANCE OF 466.41 FEET; THENCE SOUTH 78°13'00" EAST, A DISTANCE OF 208.32 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN VOLUME 144, PAGE 86 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, SAID POINT BEING THE **POINT OF TERMINATION**.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE WESTERLY LINE OF THE LANDS DESCRIBED IN SAID DEED, AND TERMINATE IN THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN SAID DEED.

**STRIP 5:**

PORTION OF LCP ID #0029

PORTION OF APN: 022-330-006 & 022-330-011

THAT CERTAIN STRIP OF LAND SITUATE IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS THE FOLLOWS:

SEGMENT 1:

**COMMENCING** AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 31; THENCE ALONG THE MID-SECTION LINE THEREOF, NORTH 89°49'04" EAST, A DISTANCE OF 326.19 FEET TO A POINT IN THE CENTERLINE OF AN EXISTING PACIFIC GAS AND ELECTRIC COMPANY TRANSMISSION LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID CENTERLINE NORTH 18°05'01" WEST, A DISTANCE OF 125.54 FEET;

THENCE NORTH 71°44'40" EAST, A DISTANCE OF 529.50 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT A**; THENCE NORTH 33°51'35" WEST 55.95 FEET TO A POINT IN THE NORTHERLY LINE OF THE LANDS DESCRIBED IN SAID DEED, SAID POINT BEING **POINT OF TERMINATION #1**.

SEGMENT 2:

BEGINNING AT SAID **POINT "A"**, THENCE NORTH 52°45'07" EAST, A DISTANCE OF 77.18 FEET TO A POINT IN THE NORTH BOUNDARY OF THE LANDS DESCRIBED IN SAID DEED, SAID POINT BEING **POINT OF TERMINATION #2**.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE SOUTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 31, AND TERMINATE IN SAID NORTHERLY LINE OF THE LANDS DESCRIBED IN SAID DEED.



**STRIP 6:**

PORTION OF LCP ID #0029

PORTION OF APN: 022-330-006 & 022-330-011

THAT CERTAIN STRIP OF LAND SITUATE IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF LOT 4 OF SAID SECTION 31, THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 31, THENCE NORTH 89°38'07" EAST, A DISTANCE OF 120.70 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF A PACIFIC GAS AND ELECTRIC COMPANY TRANSMISSION LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**.

THENCE ALONG SAID CENTERLINE, NORTH 40°45'29" EAST, A DISTANCE OF 158.29 FEET;

THENCE NORTH 19°44'18" WEST, A DISTANCE OF 706.18 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF LOT 4 OF SAID SECTION 31, SAID POINT BEING THE **POINT OF TERMINATION**.

**EXCEPTING THEREFROM** ALL THAT PORTION OF THE ABOVE-DESCRIBED STRIP LYING WITHIN THE LANDS DESCRIBED IN BOOK 439, PAGE 301 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, AND THE LANDS DESCRIBED IN BOOK 2457, PAGE 358 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE IN THE EASTERLY LINE OF SAID LOT 4.

**STRIP 7:**

PORTION OF LCP ID #0032

PORTION OF APN: 022-330-006 & 022-330-011

THAT CERTAIN STRIP OF LAND SITUATE IN SECTION 31 AND SECTION 32, TOWNSHIP 37 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 14, PAGE 226 OF PATENTS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 300.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 32; THENCE ALONG THE MID-SECTION LINE THEREOF, SOUTH 89°52'26" EAST, A DISTANCE OF 428.61 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF THE EASTERLY EXISTING PACIFIC GAS AND ELECTRIC COMPANY TRANSMISSION LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**,

THENCE ALONG SAID CENTERLINE, SOUTH 8°12'19" WEST, A DISTANCE OF 2,676.52 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERLY LINE OF SAID SECTION 31, SAID POINT BEING THE **POINT OF TERMINATION**.

**EXCEPTING THEREFROM** ALL THAT PORTION OF THE ABOVE-DESCRIBED STRIP LYING WITHIN THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 32, AND THE LANDS DESCRIBED IN BOOK 805, PAGE 356, OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 32, AND TERMINATE IN THE SOUTHERLY LINE OF SAID SECTION 31.

**STRIP 8:**

PORTION OF LCP ID #0055

PORTION OF APN: 021-120-004

THAT CERTAIN STRIP OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 137, PAGE 99 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET IN WIDTH, THE CENTERLINE OF WHICH DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID SECTIONS 25, THENCE ALONG THE WESTERLY LINE THEREOF, NORTH 0°02'24" EAST, A DISTANCE OF 1,350.54 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 25; THENCE ALONG THE NORTHERLY LINE THEREOF, NORTH 88°04'22" EAST, A DISTANCE OF 898.02 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF AN EXISTING PACIFIC GAS AND ELECTRIC COMPANY DISTRIBUTION LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID CENTERLINE, SOUTH 32°08'17" EAST, A DISTANCE OF 803.37 FEET TO A POINT IN THE EASTERLY LINE OF SAID SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, SAID POINT BEING THE **POINT OF TERMINATION**.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 25, AND TERMINATE IN THE EASTERLY LINE THEREOF.

**STRIP 9:**

PORTION OF LCP ID #0067 & #0068

PORTION OF APN: 021-200-022 & 021-200-032

THAT CERTAIN STRIP OF LAND SITUATE IN THE WEST ONE-HALF OF THE EAST ONE-HALF OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 140, PAGE 156 OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

SEGMENT 1:

**COMMENCING** AT THE NORTHWEST CORNER OF THE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 12; THENCE ALONG THE WESTERLY LINE THEREOF SOUTH 0°19'26" EAST, A DISTANCE OF 200.00 FEET; THENCE LEAVING SAID WESTERLY LINE, SOUTH 89°49'09" EAST, A DISTANCE OF 204.85 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF AN EXISTING PACIFIC GAS AND ELECTRIC COMPANY DISTRIBUTION LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**.

THENCE, ALONG SAID CENTERLINE THE FOLLOWING ELEVEN (11) COURSES:

1. THENCE SOUTH 16°37'36" WEST, A DISTANCE OF 359.21 FEET;
2. THENCE SOUTH 3°30'58" WEST, A DISTANCE OF 219.70 FEET;
3. THENCE SOUTH 4°17'09" EAST, A DISTANCE OF 248.97 FEET;
4. THENCE SOUTH 19°29'06" EAST, A DISTANCE OF 116.09 FEET;
5. THENCE SOUTH 48°25'43" EAST, A DISTANCE OF 402.38 FEET;
6. THENCE SOUTH 26°18'57" EAST, A DISTANCE OF 432.36 FEET;
7. THENCE SOUTH 68°33'45" EAST, A DISTANCE OF 223.95 FEET;
8. THENCE SOUTH 47°23'54" EAST, A DISTANCE OF 369.85 FEET, TO A POINT HEREINAFTER REFERRED TO AS **POINT B**;
9. THENCE SOUTH 1°12'34" WEST, A DISTANCE OF 245.94 FEET;
10. THENCE SOUTH 49°39'17" EAST, A DISTANCE OF 199.01 FEET;
11. THENCE SOUTH 28°13'04" WEST, A DISTANCE OF 227.82 FEET, TO A POINT BEING **POINT OF TERMINATION #1**

SEGMENT 2:

BEGINNING AT SAID “**POINT B**”, THENCE SOUTH 74°03’53” EAST, A DISTANCE OF 88.66 FEET TO A POINT IN THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 12, SAID POINT BEING **POINT OF TERMINATION #2**.

**EXCEPTING THEREFROM:**

ALL THAT PORTION OF THE ABOVE-DESCRIBED STRIP LYING WITHIN THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 12.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN A LINE WHICH BEARS SOUTH 89°49’09” EAST, THROUGH THE **POINT OF BEGINNING**, TO TERMINATE EASTERLY IN THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 12, AND TO TERMINATE SOUTHERLY IN A LINE DRAWN AT RIGHT ANGLES THROUGH **POINT OF TERMINATION #1**.

**STRIP 10:**

PORTION OF LCP ID #0074

PORTIONS OF APN: 021-250-003, 021-250-007 & 021-250-009

THAT CERTAIN STRIP OF LAND SITUATE IN SECTIONS 26, 35, AND 36, TOWNSHIP 36 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THE LANDS DESCRIBED IN VOLUME 14, PAGE 220, OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND LYING 225.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 26, THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 0°45'45" WEST, A DISTANCE OF 181.76 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE BETWEEN EXISTING PACIFIC GAS AND ELECTRIC COMPANY TRANSMISSION LINES; THENCE ALONG SAID CENTERLINE, SOUTH 27°29'24" EAST, A DISTANCE OF 2096.12 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF BIG BEND ROAD, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING, SOUTH 27°29'35" EAST, A DISTANCE OF 9768.72 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID SECTION 36, SAID POINT BEING THE **POINT OF TERMINATION**.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE CENTERLINE OF SAID BIG BEND ROAD, AND TERMINATE IN THE SOUTHERLY LINE OF SAID SECTION5 35 AND 36.

**STRIP 11:**

PORTION OF LCP ID #0074

PORTIONS OF APN: 027-020-015 & 027-280-006

THAT CERTAIN STRIP OF LAND SITUATE IN SECTIONS 1 AND 12, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THE LANDS DESCRIBED IN VOLUME 14, PAGE 220, OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 300.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 1, THENCE ALONG THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1, SOUTH 88°06'21" EAST, A DISTANCE OF 634.98 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF A PACIFIC GAS AND ELECTRIC COMPANY TRANSMISSION LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID CENTERLINE, SOUTH 0°53'37" WEST, A DISTANCE OF 1473.71;

THENCE SOUTH 0°52'32" WEST, A DISTANCE OF 2869.79;

THENCE SOUTH 0°34'19" WEST, A DISTANCE OF 1072.21 FEET TO A POINT IN THE SOUTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12, SAID POINT BEING THE **POINT OF TERMINATION**.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1, AND TERMINATE IN THE SOUTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12.

**STRIP 12:**

PORTION OF LCP ID #0074

PORTION OF APN: 027-280-006

THAT CERTAIN STRIP OF LAND SITUATE IN SECTION 12, TOWNSHIP 35 NORTH, RANGE 1 WEST, BEING A PORTION OF THE LANDS DESCRIBED IN VOLUME 14, PAGE 220, OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 12, THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 0°16'17" WEST, A DISTANCE OF 506.71 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF A PACIFIC GAS AND ELECTRIC COMPANY DISTRIBUTION LINE;

THENCE ALONG SAID CENTERLINE, THE FOLLOWING SIX (6) COURSES:

1. NORTH 90°00'00" EAST, A DISTANCE OF 100.15 FEET;
2. NORTH 89°45'50" EAST, A DISTANCE OF 185.86 FEET;
3. SOUTH 58°00'29" EAST, A DISTANCE OF 276.70 FEET;
4. SOUTH 57°12'55" EAST, A DISTANCE OF 240.50 FEET;
5. SOUTH 75°29'02" EAST, A DISTANCE OF 21.33 FEET;
6. THENCE SOUTH 81°44'07" EAST, A DISTANCE OF 628.87 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12, SAID POINT BEING THE **POINT OF TERMINATION**.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE WESTERLY LINE OF SAID SECTION 12, AND TERMINATE IN THE EASTERLY LINE OF THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12.



**STRIP 13:**

PORTION OF LCP ID #0074

PORTIONS OF APN: 021-250-009, 027-020-014, & 027-180-012

THAT CERTAIN STRIP OF LAND SITUATE IN SECTION 36, TOWNSHIP 36 NORTH, RANGE 1 WEST, AND SECTION 1, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THE LANDS DESCRIBED IN BOOK 14, PAGE 220, OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 300.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 36; THENCE ALONG THE NORTHERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 36, NORTH 87°59'51" WEST, A DISTANCE OF 1487.72 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF THE EASTERNMOST PACIFIC GAS AND ELECTRIC COMPANY TRANSMISSION LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID CENTERLINE, SOUTH 2°48'17" WEST, A DISTANCE OF 6947.49 FEET, TO A POINT IN THE SOUTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1, SAID POINT BEING THE **POINT OF TERMINATION**.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE NORTHERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 36, AND TERMINATE IN THE SOUTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1.

**PARCEL 14:**

PORTION OF LCP ID #0074

PORTION OF APN: 027-020-014

THAT CERTAIN STRIP OF LAND SITUATE IN SECTION 1, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THE LANDS DESCRIBED IN BOOK 14, PAGE 220, OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET IN WIDTH, THE CENTERLINE OF WHICH DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 1, THENCE ALONG THE NORTHERLY LINE THEREOF, SOUTH 88°34'52" EAST, A DISTANCE OF 9.29 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF A PACIFIC GAS AND ELECTRIC COMPANY DISTRIBUTION LINE; THENCE ALONG SAID CENTERLINE, THE FOLLOWING THIRTEEN COURSES:

1. SOUTH 63°07'12" EAST, A DISTANCE OF 193.22 FEET;
2. SOUTH 62°45'55" EAST, A DISTANCE OF 195.77 FEET;
3. SOUTH 82°34'24" EAST, A DISTANCE OF 267.57 FEET;
4. SOUTH 80°57'31" EAST, A DISTANCE OF 204.93 FEET;
5. NORTH 82°30'50" EAST, A DISTANCE OF 198.38 FEET;
6. NORTH 81°05'36" EAST, A DISTANCE OF 285.10 FEET;
7. SOUTH 36°17'56" EAST, A DISTANCE OF 214.94 FEET;
8. SOUTH 36°29'00" EAST, A DISTANCE OF 271.77 FEET;
9. SOUTH 59°35'44" EAST, A DISTANCE OF 263.28 FEET;
10. SOUTH 68°55'57" EAST, A DISTANCE OF 296.09 FEET;
11. SOUTH 36°46'34" EAST, A DISTANCE OF 880.20 FEET;
12. SOUTH 3°11'15" WEST, A DISTANCE OF 557.42 FEET;
13. SOUTH 1°59'22" EAST, A DISTANCE OF 972.53 FEET TO A POINT IN THE SOUTHERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 1, SAID POINT BEING THE **POINT OF TERMINATION**.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE NORTHERLY AND WESTERLY LINES OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 1, AND TERMINATE IN THE SOUTHERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 1.

**STRIP 15**

PORTION OF LCP ID #0085

PORTION OF APN:027-260-002

THAT CERTAIN STRIP OF LAND SITUATE IN SECTIONS 10 AND 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THE LANDS DESCRIBED IN VOLUME 131, PAGE 31, OF DEEDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 11, THENCE ALONG THE WESTERLY LINE THEREOF SOUTH 1°07'05" EAST, A DISTANCE OF 1381.56 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER; THENCE ALONG THE NORTHERLY LINE THEREOF, SOUTH 84°36'09" EAST, A DISTANCE OF 844.59 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF A PACIFIC GAS AND ELECTRIC COMPANY DISTRIBUTION LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES:

SOUTH 38°28'00" WEST, A DISTANCE OF 1,055.87 FEET;

THENCE SOUTH 14°13'48" WEST, A DISTANCE OF 252.22 FEET;

THENCE SOUTH 14°11'35" WEST, A DISTANCE OF 525.39 FEET;

THENCE, SOUTH 72°13'37" WEST, A DISTANCE OF 2,703.79 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 10, SAID POINT BEING THE **POINT OF TERMINATION**.

NOTE: THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN IN THE NORTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 11, AND TERMINATE IN THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 10.

**END OF DESCRIPTIONS.**

THE BEARINGS AND DISTANCES USED IN THE FOREGOING DESCRIPTIONS ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, (EPOCH 2011.00). DISTANCES HEREIN ARE GRID UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES, DIVIDE ALL DISTANCES BY A COMBINED GRID FACTOR OF 0.99981099.

**EXHIBIT "F"** ATTACHED HERETO AND MADE A PART BY REFERENCE.

THESE DESCRIPTIONS WERE PREPARED BY ME:

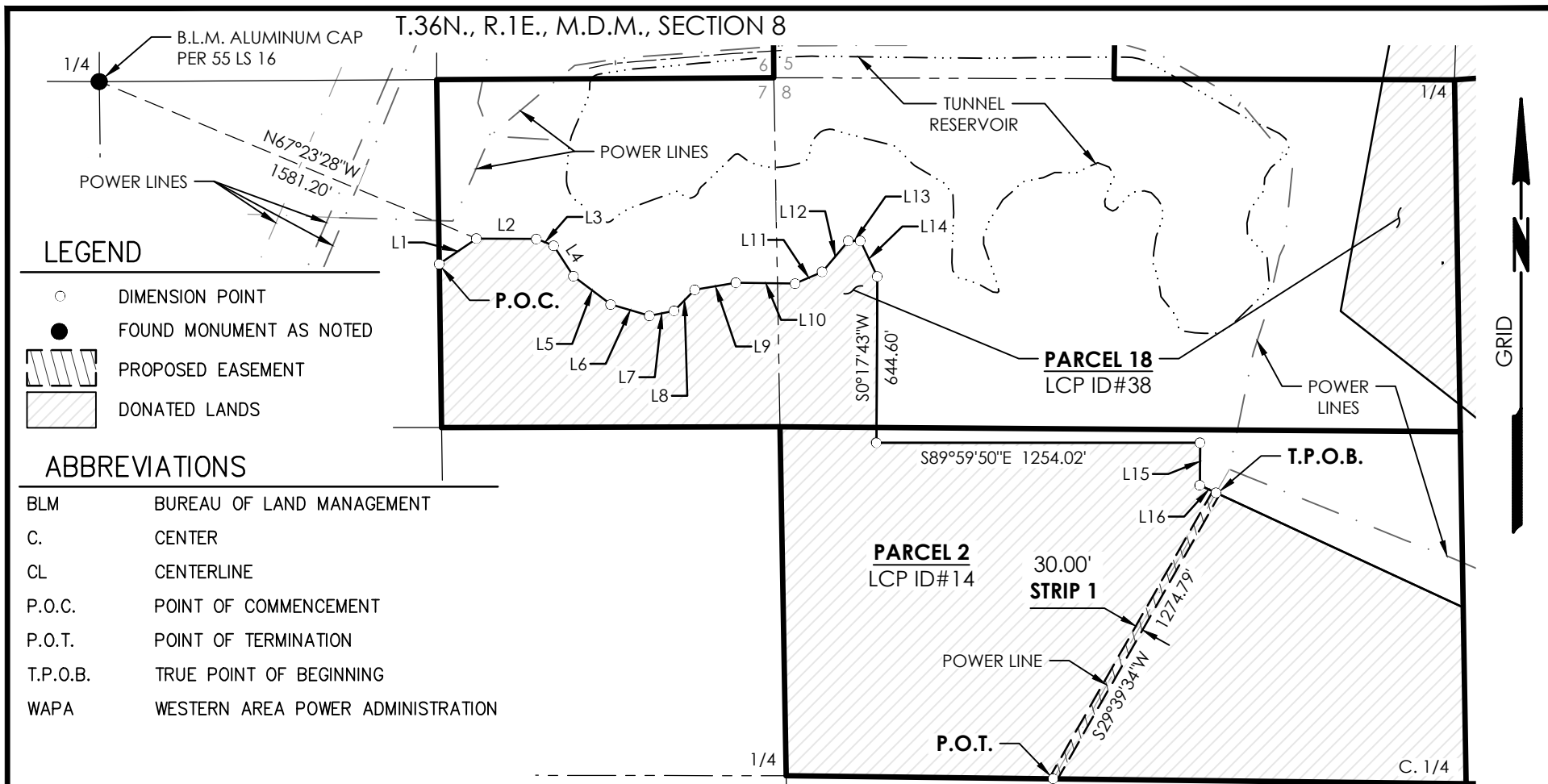
*Jesse Lenaker*

JESSE J. LENAHER, L.S. 8515



**EXHIBIT F**

Map Description of Electrical Strips  
(Attached behind this Page)



LINE TABLE		
LINE	BEARING	LENGTH
L1	N55°44'18"E	174.38'
L2	S89°39'03"E	232.24'
L3	S68°38'06"E	71.69'
L4	S33°07'19"E	140.89'

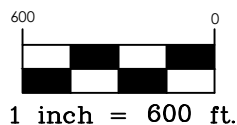
LINE TABLE		
LINE	BEARING	LENGTH
L5	S52°43'21"E	181.06'
L6	S73°36'50"E	156.50'
L7	N78°27'52"E	97.31'
L8	N44°36'08"E	114.37'

LINE TABLE		
LINE	BEARING	LENGTH
L9	N80°06'34"E	161.79'
L10	S89°04'53"E	229.88'
L11	N66°18'00"E	113.66'
L12	N40°13'41"E	157.02'

LINE TABLE		
LINE	BEARING	LENGTH
L13	S89°39'03"E	46.92'
L14	S25°23'36"E	152.26'
L15	S0°21'03"W	164.33'
L16	S65°06'44"E	69.33'



02/08/2022



**DATE**  
02/04/22

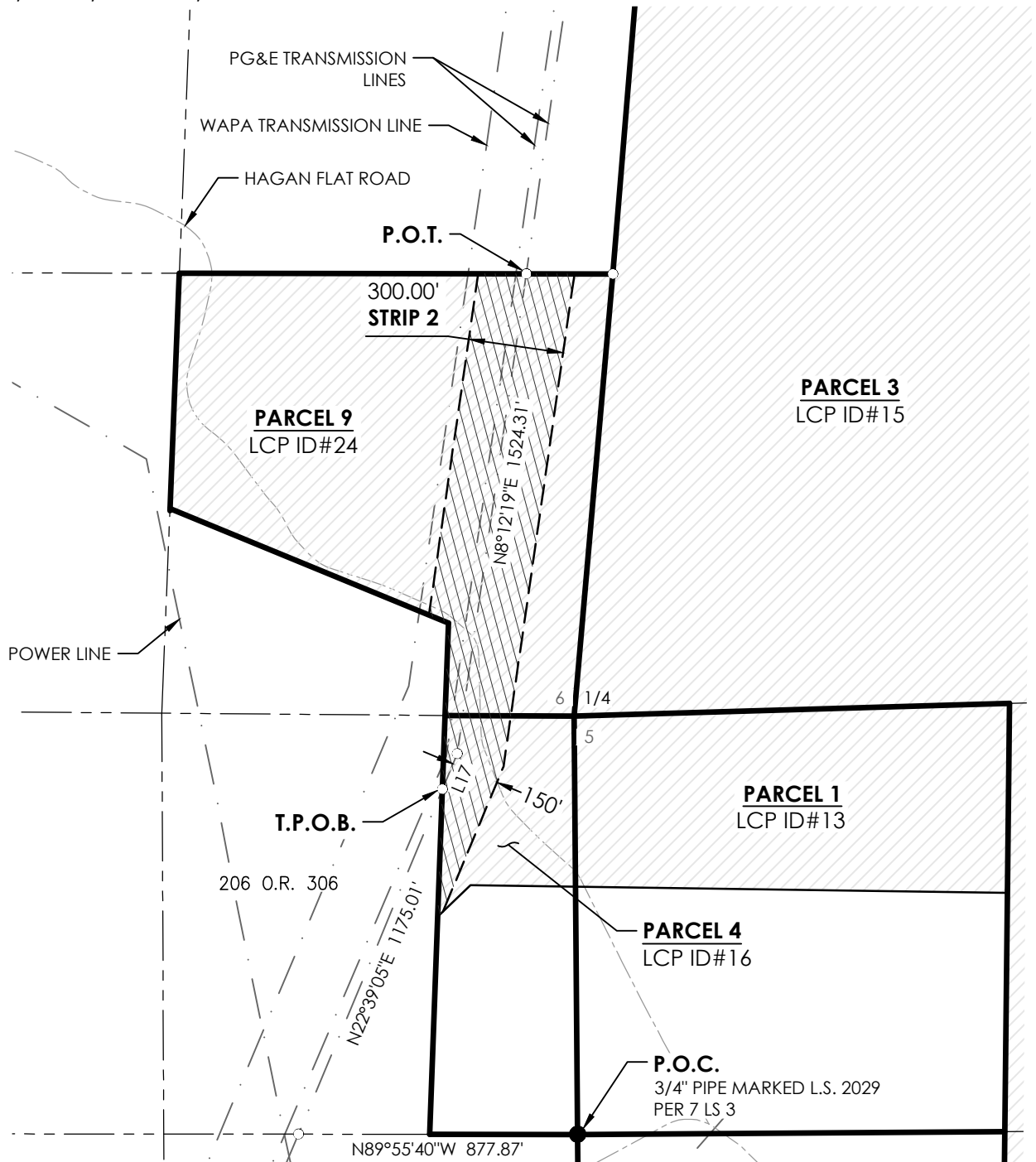
**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

**EXHIBIT F**

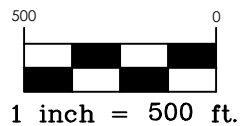
**PAGE 1 OF 13**

**JOB #2263.19**

T.36N., R.1E., M.D.M., SECTION 6



LINE TABLE		
LINE	BEARING	LENGTH
L17	N22°39'05"E	121.05'



DATE  
02/04/22

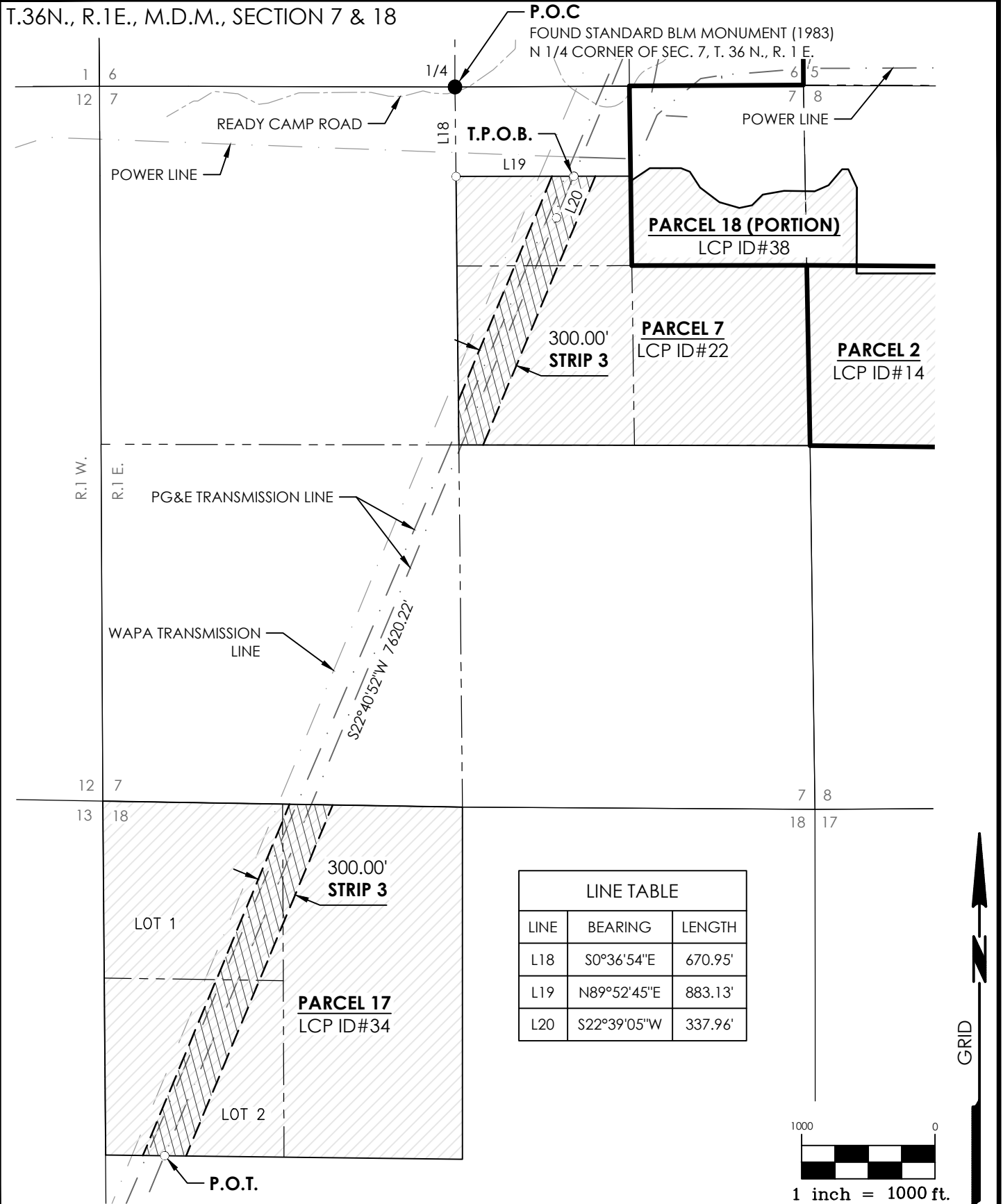
**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT F

PAGE 2 OF 13

JOB #2263.19

T.36N., R.1E., M.D.M., SECTION 7 & 18



DATE  
02/04/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT F

PAGE 3 OF 13

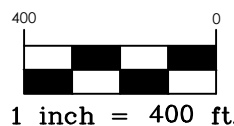
JOB #2263.19

**P.O.T. #1  
STRIP 5**

**P.O.T. #2  
STRIP 5**

**POINT "A"**

**DETAIL**  
1"=100'

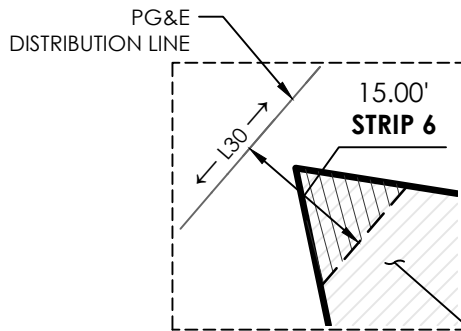
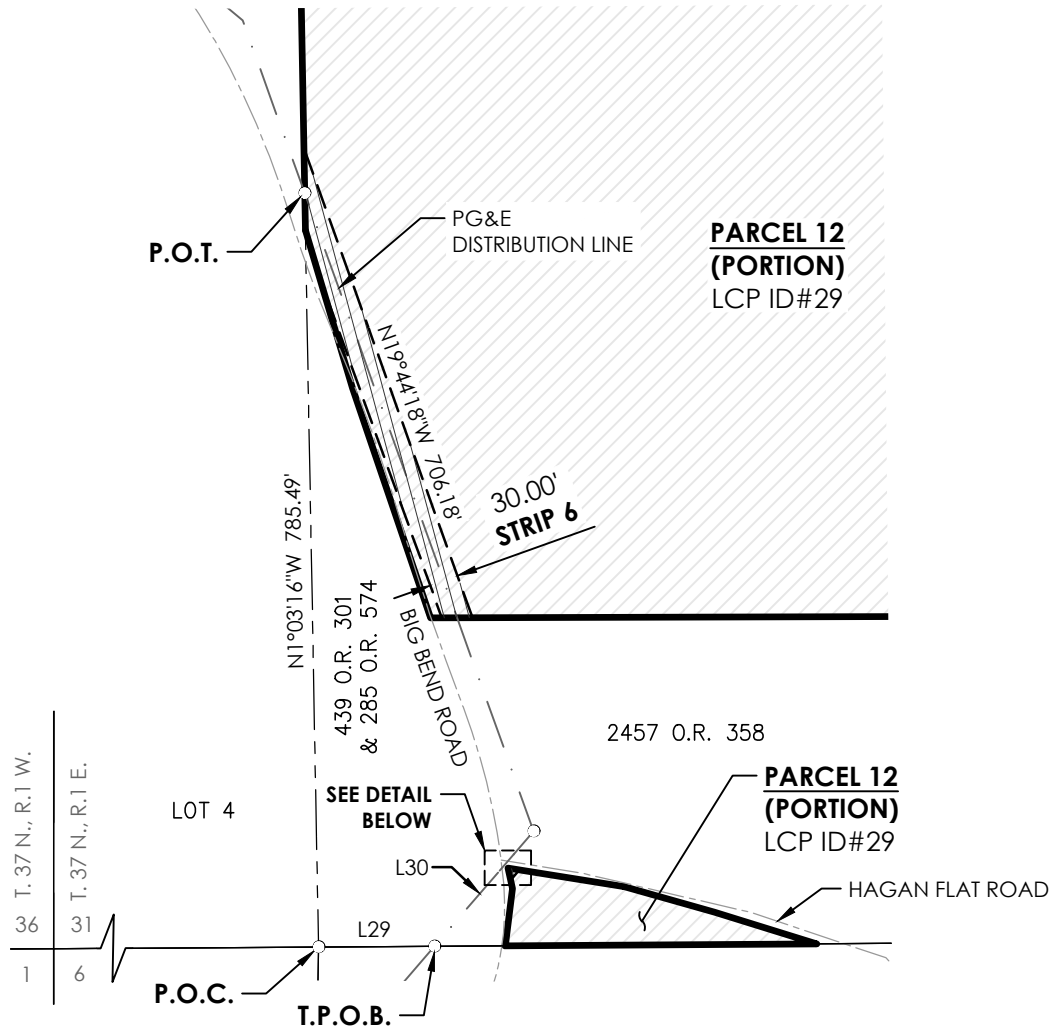


GRID

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

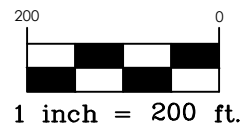
**JOB #2263.19**





**PARCEL 12  
(PORTION)**  
LCP ID#29

LINE TABLE		
LINE	BEARING	LENGTH
L29	N89°38'07"E	120.70'
L30	N40°45'29"E	158.29'



DATE  
02/04/22

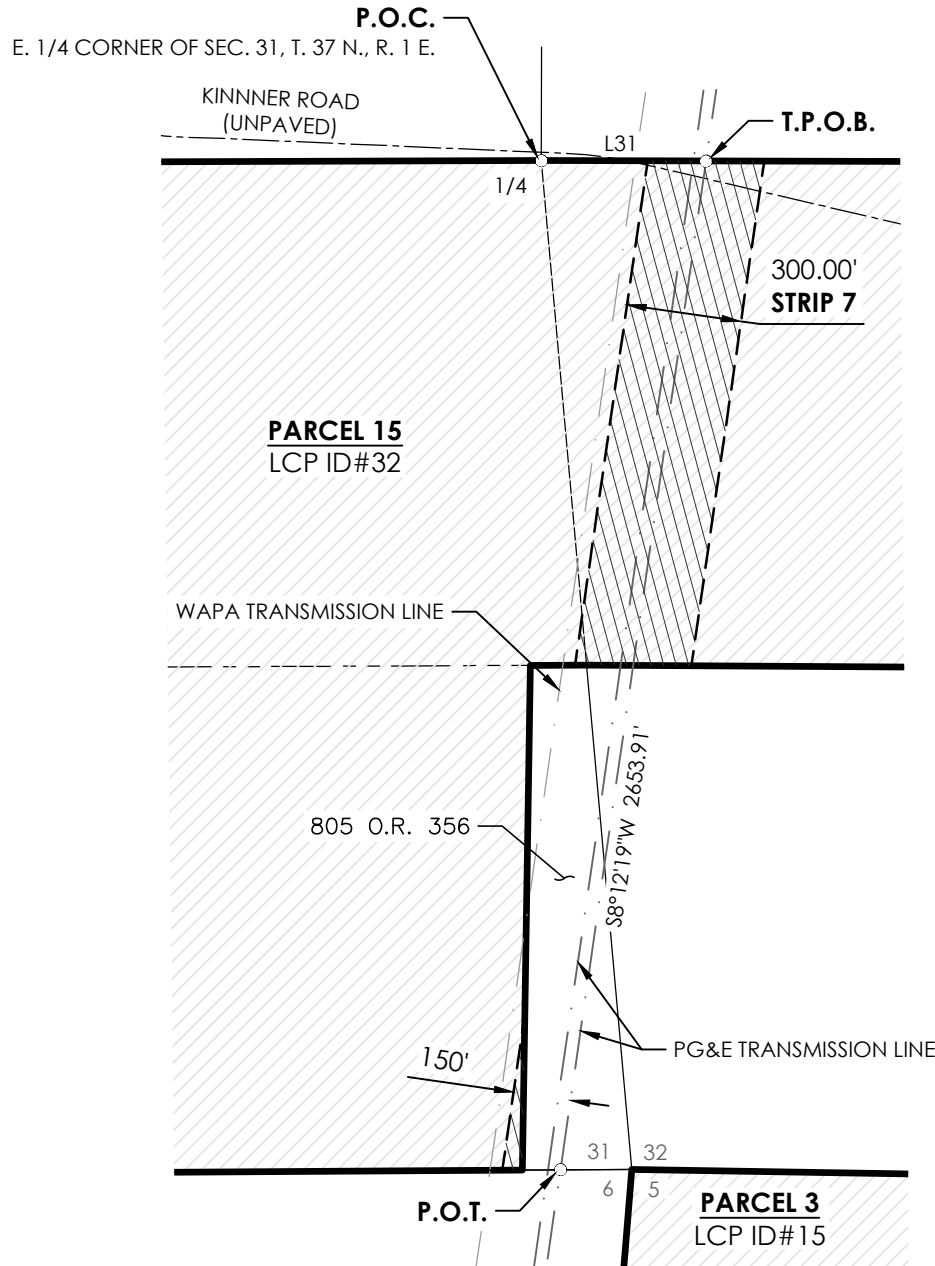
**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT F

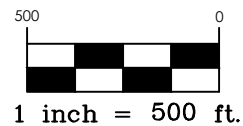
PAGE 5 OF 13

JOB #2263.19

T.37N., R.1E., M.D.M., SECTION 31 & 32



LINE TABLE		
LINE	BEARING	LENGTH
L31	S89°52'26"E	428.61'



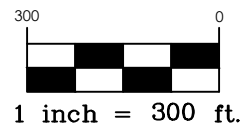
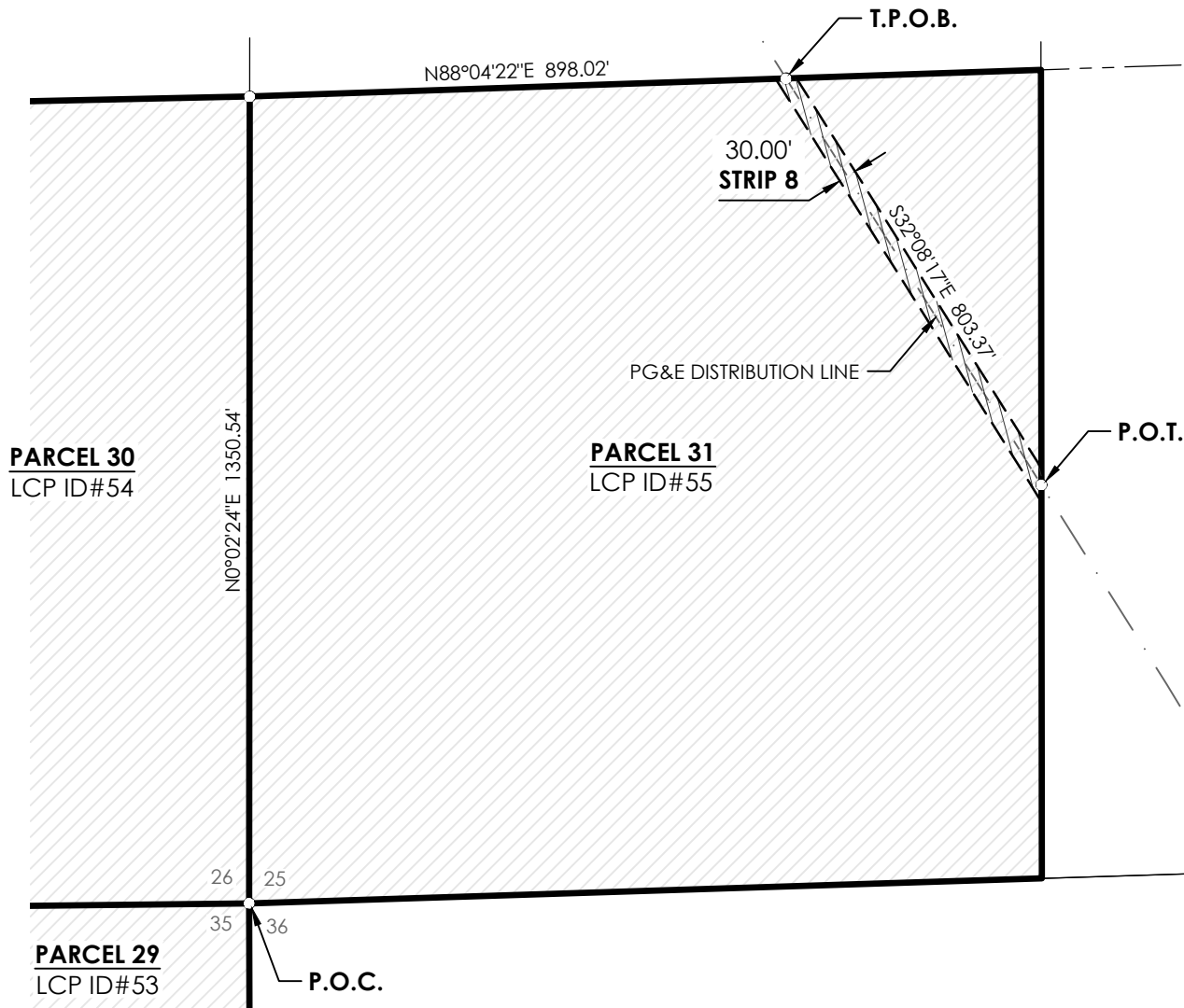
DATE  
02/04/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT F

PAGE 6 OF 13

JOB #2263.19



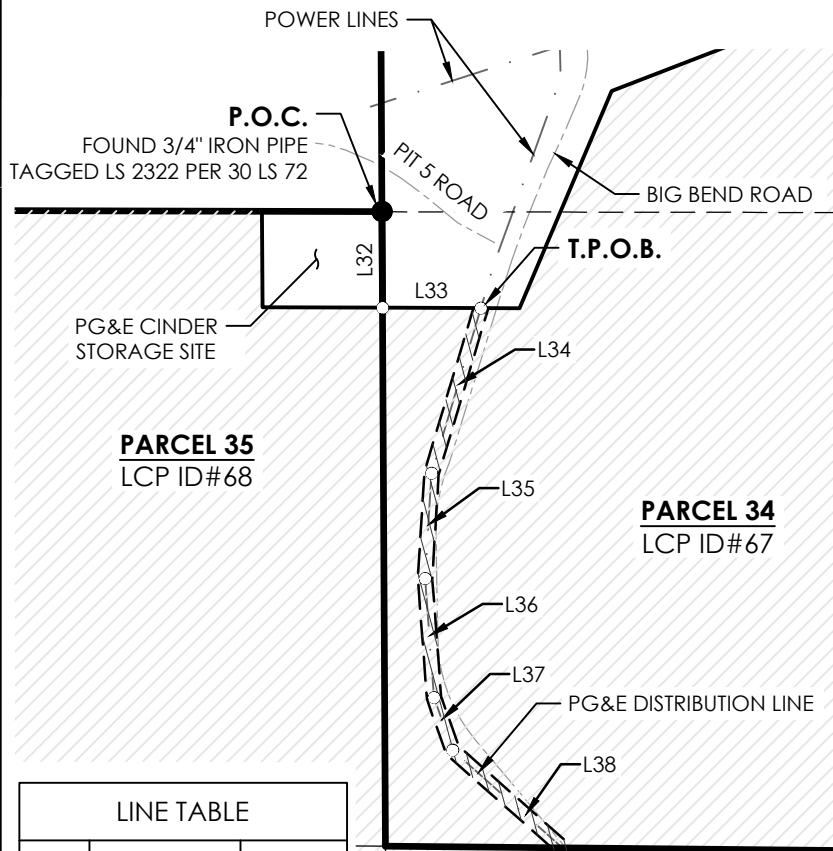
DATE  
02/04/22



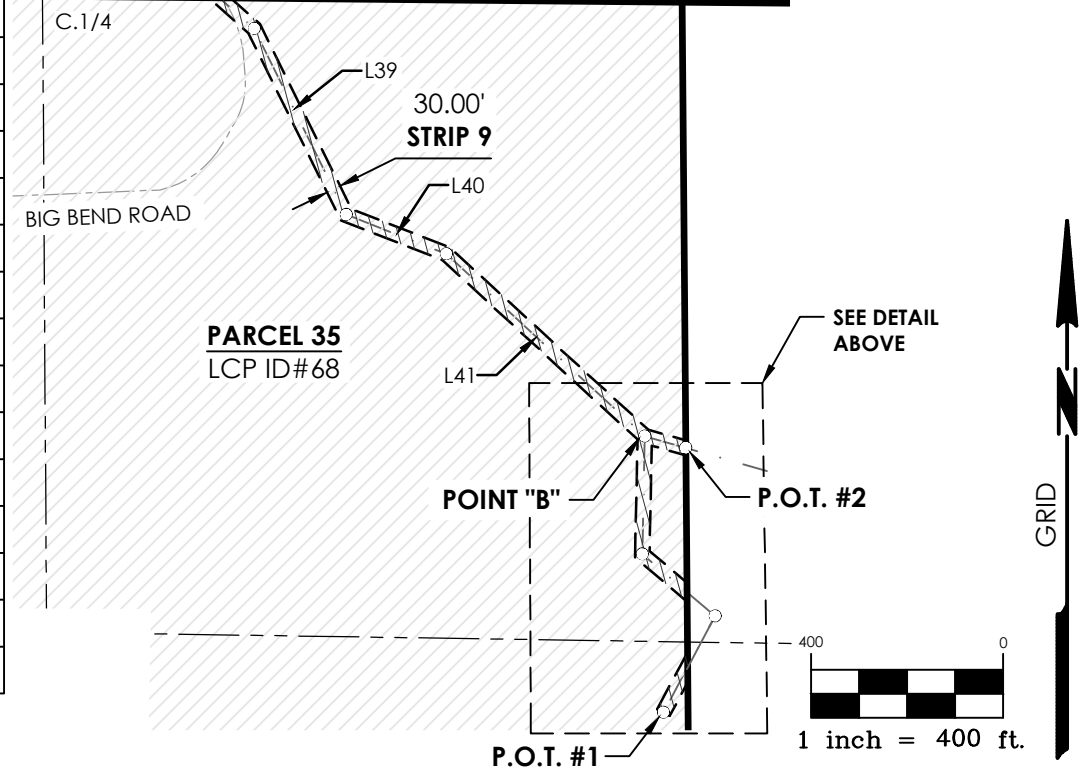
EXHIBIT F

PAGE 7 OF 13

JOB #2263.19



LINE TABLE		
LINE	BEARING	LENGTH
L32	S0°19'26"E	200.00'
L33	S89°49'09"E	204.85'
L34	S16°37'36"W	359.21'
L35	S3°30'58"W	219.70'
L36	S4°17'09"E	248.97'
L37	S19°29'06"E	116.09'
L38	S48°25'43"E	402.38'
L39	S26°18'57"E	432.36'
L40	S68°33'45"E	223.95'
L41	S47°23'54"E	369.85'
L42	S1°12'34"W	245.94'
L43	S49°39'17"E	199.01'
L44	S28°13'04"W	227.82'
L45	S74°03'53"E	88.66'



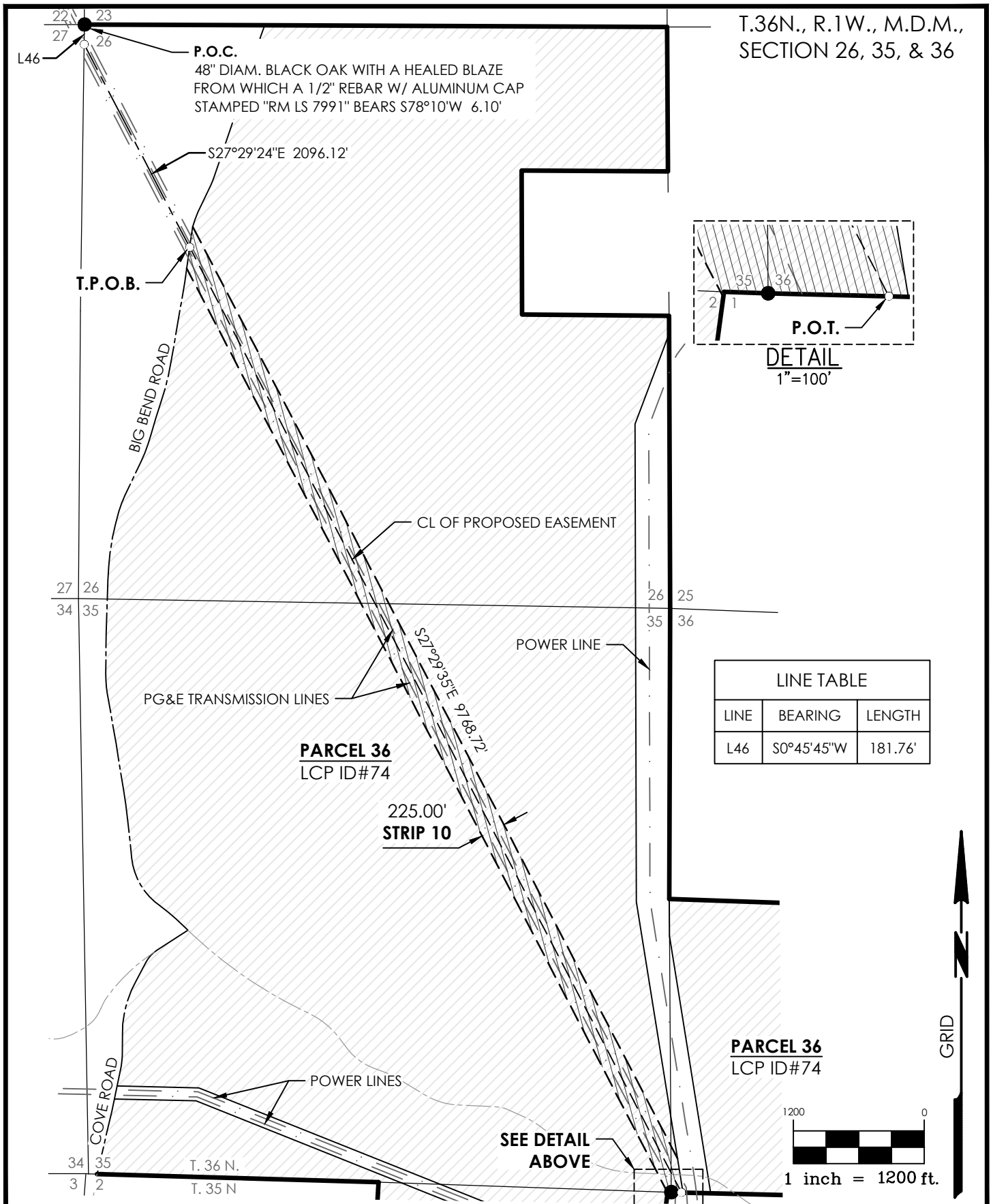
DATE  
02/04/22

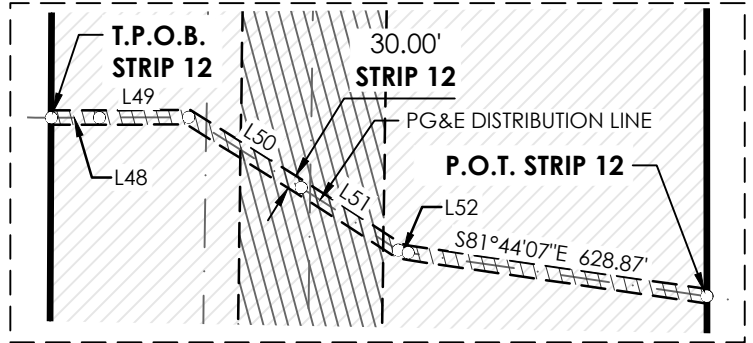
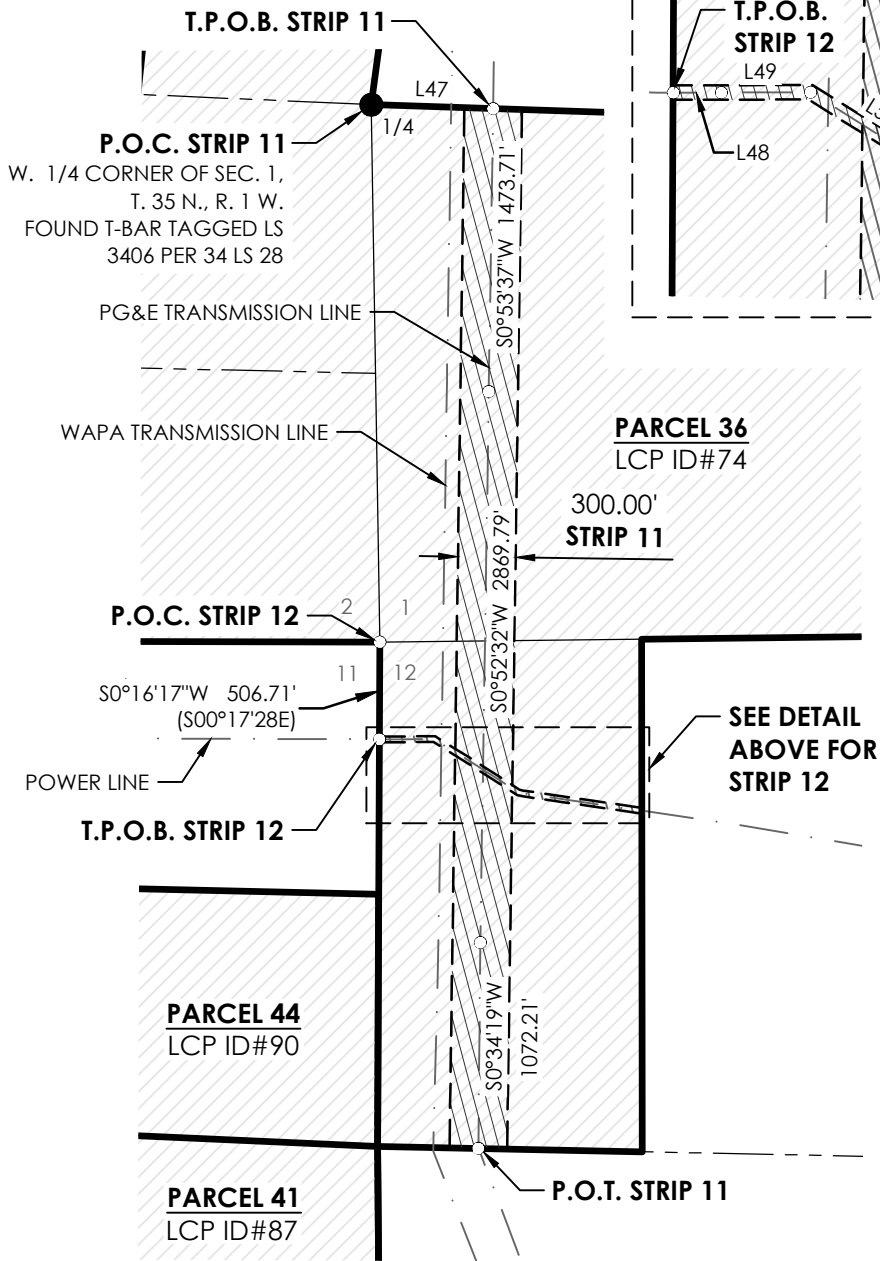
**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT F

PAGE 8 OF 13

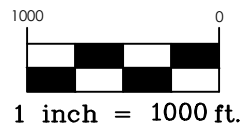
JOB #2263.19





**DETAIL**  
1"=400'

LINE TABLE		
LINE	BEARING	LENGTH
L47	S88°06'21"E	634.98'
L48	N90°00'00"E	100.15'
L49	N89°45'50"E	185.86'
L50	S58°00'29"E	276.70'
L51	S57°12'55"E	240.50'
L52	S75°29'02"E	21.33'



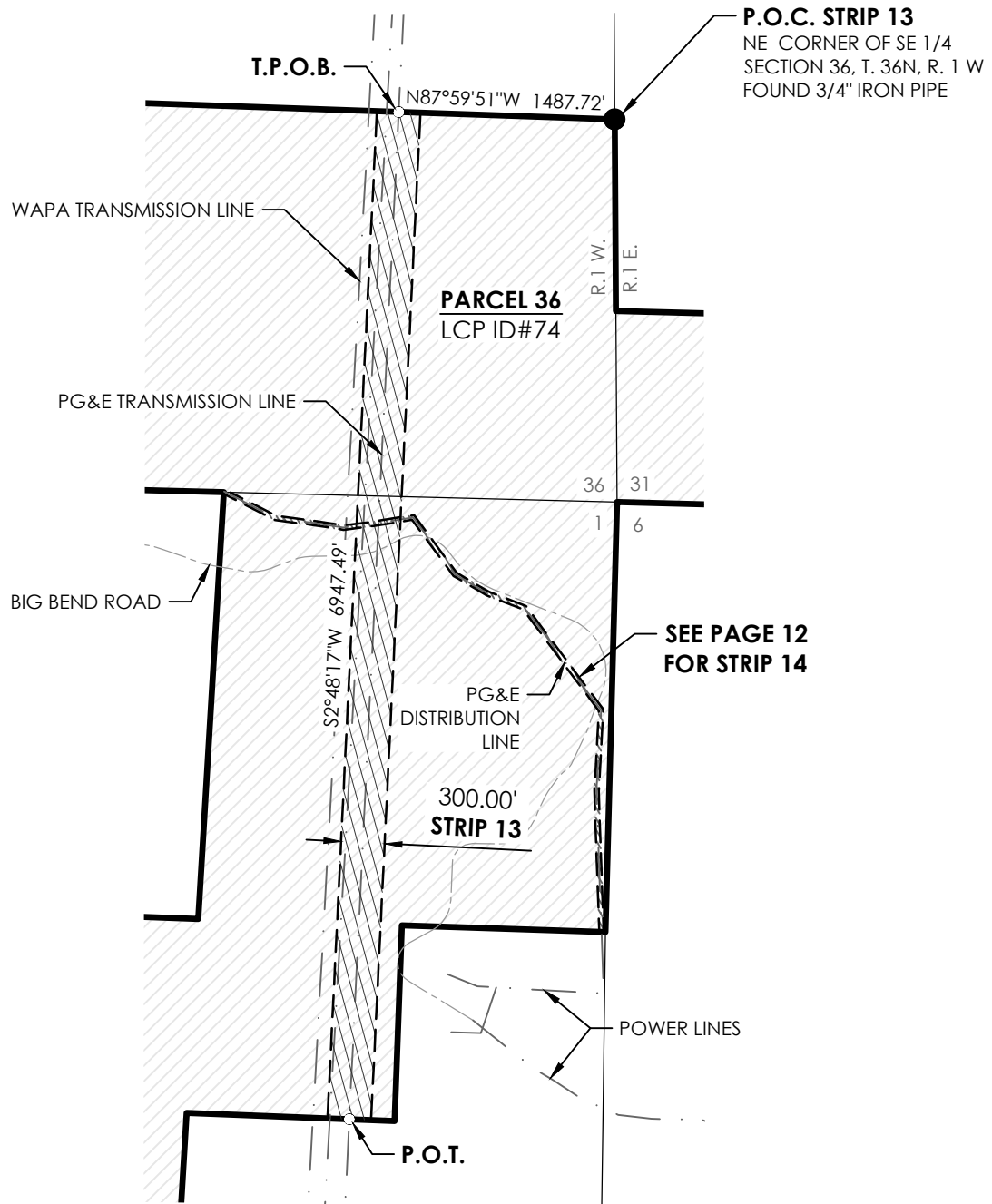
DATE  
02/04/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT F

PAGE 10 OF 13  
JOB #2263.19

T.36N., R.1W., M.D.M., SECTION 36  
T.35N., R.1W., M.D.M., SECTION 1



DATE  
02/04/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT F

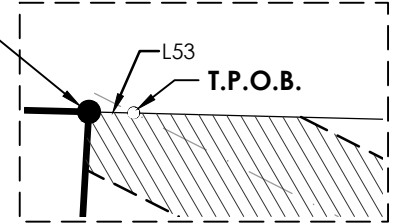
PAGE 11 OF 13

JOB #2263.19

T.35N., R.1W., M.D.M., SECTION 1

**P.O.C. STRIP 14**

N 1/4 CORNER OF SECTION 1, T. 35 N, R. 1 W  
FOUND #5 REBAR WITH ALUMINUM CAP  
MARKED LS 4036 PER 55 L.S. 64



**DETAIL**

1"=40'

SEE DETAIL  
THIS PAGE

SEE PAGE 11  
FOR STRIP 13

PG&E  
TRANSMISSION LINE

WAPA  
TRANSMISSION LINE

30.00'  
STRIP 14

**PARCEL 36**  
LCP ID#74

PG&E DISTRIBUTION  
LINE

BIG BEND ROAD

P.O.T.

**LINE TABLE**

LINE	BEARING	LENGTH
L53	S88°34'52"E	9.29'
L54	S63°07'12"E	193.22'
L55	S62°45'55"E	195.77'
L56	S82°34'24"E	267.57'
L57	S80°57'31"E	204.93'
L58	N82°30'50"E	198.38'
L59	N81°05'36"E	285.10'
L60	S36°17'56"E	214.94'
L61	S36°29'00"E	271.77'
L62	S59°35'44"E	263.28'
L63	S68°55'57"E	269.09'
L64	S36°46'34"E	880.20'
L65	S3°11'15"W	557.42'
L66	S1°59'22"E	972.53'



1 inch = 600 ft.

GRID

DATE

02/04/22

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

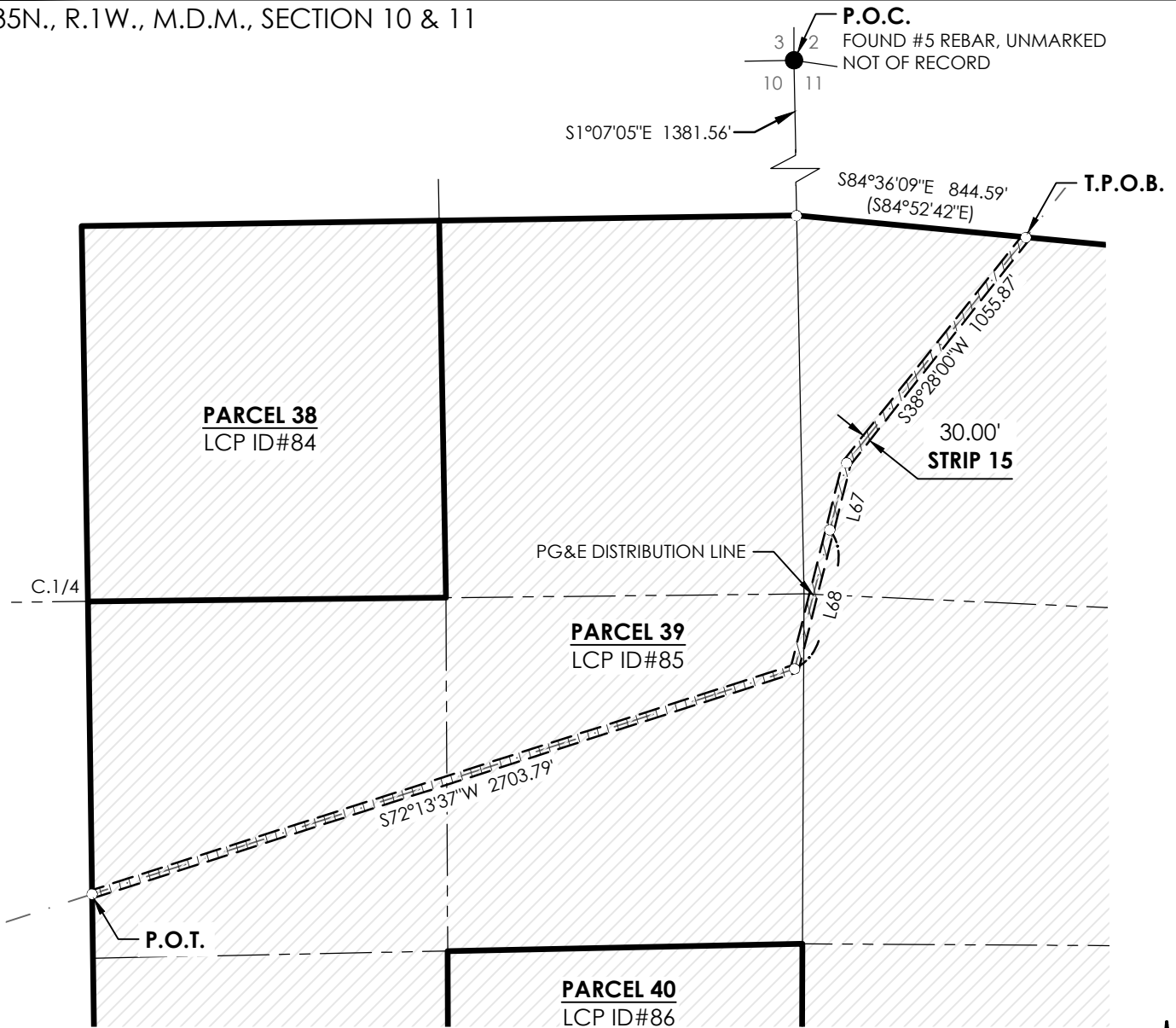
EXHIBIT F

PAGE 12 OF 13

JOB #2263.19



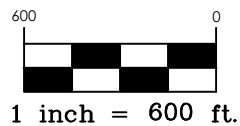
T.35N., R.1W., M.D.M., SECTION 10 & 11



### LEGEND

(~) RECORD DATA PER 34 LS 28

LINE TABLE		
LINE	BEARING	LENGTH
L67	S14°13'48\"W	252.22'
L68	S14°11'35\"W	525.39'



DATE  
02/04/22



EXHIBIT F

PAGE 13 OF 13

JOB #2263.19

**EXHIBIT G**

**ADDITIONAL TERMS AND CONDITIONS**

This Agreement and the Easement herein granted to GRANTEE is subject to the following additional terms and conditions:

1. All rights and obligations of STATE and SLT under the Conservation Easement are subject to the GRANTEE's rights conveyed pursuant to this Agreement.
2. This Easement is subject to existing contracts, leases, licenses, easements, encumbrances, and claims of record which may affect the Property and the use of the words "grant" and "reservation" herein shall not be construed as a covenant against the existence of any thereof.
3. GRANTEE acknowledges and covenants that their use of the Easement shall comply with the Land Conservation Commitment and Governing Documents.
4. GRANTEE agrees, at its sole cost and expense, to indemnify, protect, defend with counsel acceptable to STATE, and hold harmless STATE and its agencies, departments, boards, offices, commissions, officers, employees, agents, and representatives (collectively "Indemnitees"), from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs and expenses (including, without limitation, reasonable attorneys' fees, court costs, administrative procedural costs and experts' fees) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, Indemnitees relating to or arising directly or indirectly from: (i) GRANTEE's or GRANTEE's Representatives' occupation and use of the Easement Area and/or Access Roads pursuant to this Agreement; (ii) GRANTEE's or GRANTEE's Representatives' use, handling, generation, storage, release, transport, threatened release or disposal of Hazardous Substances on or around the Easement Area and/or Access Roads on or after the date of this Agreement; and (iii) any required or necessary remediation, repair, cleanup or detoxification and the preparation of required plans which occurs as a result of GRANTEE's or GRANTEE's Representatives' use, generation, storage, release, transport threatened release or disposal of Hazardous Substances on or around the Easement Area and/or Access Roads on or after the date of this Agreement. For the purposes of this Paragraph, "Hazardous Substances" means any hazardous or toxic material or waste that is or becomes regulated by the laws of any local governmental authority, the State of California or the United States Government under any Environmental Requirements applicable to the PARTIES in the management of property owned by them. Hazardous Substances may be defined differently based on the laws, regulations and policies applicable to each of the PARTIES to this Agreement. For purposes of this Agreement, Hazardous Substances may include, 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, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) ("CERCLA"); the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Clean Water Act (33 U.S.C. §§1251 et seq.); the Safe Drinking Water Act (33 U.S.C. § 300f et seq.); the River and

Harbors Act of 1899 (33 U.S.C. §§ 401 et seq.); the National Emission Standard for Hazardous Air Pollutants for Asbestos (40 C.F.R. §§ 61.140 et seq.); the OSHA Construction Standard (29 C.F.R. §§ 1926.1001 et seq.); the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); the Oil Pollution Act (33 U.S.C. § 300f et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§136 et seq.); the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.); the Atomic Energy Act of 1954, (42 U.S.C. §§2014 et seq.); the Nuclear Waste Policy Act of 1982 (42 U.S.C. §§10101 et seq.); the Medical Waste Management Act (Cal. Health and Safety Code §§25015 et seq.); the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13020 et seq.); the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.); the Carpenter-Presley-Tanner Hazardous Substance Account Act ( Cal. Health and Safety Code §§25300 et seq.); the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 et seq.); and all rules and regulations of the United States or California Environmental Protection Agency or any successor agency, or any other state or federal department, board or agency, or any other agency or governmental board or entity having jurisdiction, as any of the foregoing have been, or are hereafter amended from time to time; or

- b. that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any State of the United States or any political subdivision thereof having jurisdiction over the PARTIES to this Agreement; or, as applicable to GRANTOR, 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. that contains gasoline, diesel fuel or other petroleum hydrocarbons; or
- e. that contains lead-based paint or other lead contamination, polychlorinated biphenyls ("PCBs") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or
- f. that contains radon gas.

GRANTEE's duty to defend Indemnitees, is separate from, independent of and free-standing of GRANTEE's duty to indemnify Indemnitees under this Agreement, and applies whether the issue of the PARTIES negligence, breach of contract or other fault or obligations has in any way been determined. GRANTEE's indemnity obligations under this Agreement shall not extend to that portion of such loss or damage that shall have been caused by any of the Indemnitees' comparative negligence or willful misconduct. GRANTEE shall have no cleanup liability, nor any obligation to defend, hold harmless or indemnify under this Agreement from and against any claims resulting from any pre-existing Hazardous Substances conditions. This indemnity shall survive the termination of this Agreement.

5. Prior to any entry onto the Easement Area or the Access Roads under the terms of this Agreement, GRANTEE and GRANTEE's Representatives shall each, at their own expense, provide STATE evidence of insurance as follows:

- a. Commercial General Liability – GRANTEE and GRANTEE's Representatives shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy must include coverage for liabilities arising out of premises operations, independent contractors, products/completed operations, personal & advertising injury and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the GRANTEE's and/or GRANTEE's Representatives limit of liability. The policy must include: **Department of Forestry and Fire Protection, State of California, its officers, agents and employees as additional insureds.** This endorsement must be supplied under form acceptable to DGS' Office of Risk and Insurance Management.
  - b. Automobile Liability – GRANTEE and GRANTEE's Representatives shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.
  - c. Workers' Compensation and Employers' Liability – GRANTEE and GRANTEE's Representatives shall maintain statutory workers' compensation and employers' liability for all employees who will be engaged in the performance of any work and/or maintenance related to the Easement Area and/or the Access Roads. Employers' liability limits of \$1,000,000 are required. Workers' compensation policy shall contain a waiver of subrogation endorsement in favor of the STATE.
  - d. GRANTEE shall have the right to self-insure with respect to any insurance requirements under this Agreement. In the event GRANTEE elects to self-insure with respect to any insurance requirements under this Agreement, GRANTEE shall submit a letter of self-insurance signed by a duly authorized representative to STATE, evidencing that the self-insurance program is in full force and effect and in compliance with and subject to all the terms, agreements, covenants, conditions and provisions of this Agreement.
6. GRANTEE understands that this Easement will be located within a State forest, and GRANTEE agrees to abide by certain regulations and restrictions set forth in subparagraphs a. through d. of this Paragraph, concerning GRANTEE'S access and use of the Easement Area and/or the Access Roads:
- a. Use of any part of the Property outside of the Easement Area, Access Roads, and/or routes for any reason by GRANTEE or GRANTEE's Representatives shall be restricted to that use reasonably necessary in connection with the construction, operation, maintenance and repair of the Hydroelectric Facilities and associated Water Delivery Facilities, and Electric Facilities.
  - b. GRANTEE shall be solely responsible for the maintenance and repair of any damage caused by its use of the Easement Area at no cost to STATE. GRANTEE further agrees that any erosion or drainage problems caused by the use of the Easement Area by GRANTEE and GRANTEE's Representatives shall be corrected by GRANTEE without cost to STATE and to the reasonable satisfaction of the STATE.

- c. GRANTEE shall be solely responsible for the repair of any damage caused by its use of the Access Roads and/or routes, excluding fair wear and tear from normal usage. For so long as the Access Roads and routes shall exist in private ownership, STATE and GRANTEE and their respective successors and assigns, shall bear the expenses of the reasonable maintenance of the Access Roads and/or routes in proportion to their respective use. Reasonable maintenance shall include such work as is necessary to maintain said Access Roads and/or routes in their existing condition as unpaved roads in good, usable condition, but shall not include the enlargement of or betterment of the Access Roads and/or routes.
  - d. GRANTEE shall not consent to the use of the Easement Area, Access Roads, and/or routes by any member of the general public not associated with any of the Permitted Uses without first obtaining written approval from STATE.
7. In making any excavation in the Easement Area and/or the Access Roads, GRANTEE shall make all excavation activities available to the STATE archaeologist for observation and monitoring. During excavation, the STATE archaeological monitor may observe and report to the STATE on all excavation. STATE archaeological monitor shall be empowered to stop construction activities in the event the monitor determines that significant cultural resource values are being disturbed. In the event that significant cultural resource values are being disturbed, all work within thirty feet (30') of the find shall be immediately halted.

Should GRANTEE or GRANTEE's Representatives find any cultural or historical resources in the absence of a STATE archaeologist, GRANTEE covenants to halt all work within thirty feet (30') of the find and immediately notify the STATE archaeological monitor. GRANTEE further covenants that work shall not resume within thirty feet (30') of the find until authorized by the STATE archaeological monitor. Should human bone or bones of questionable appearance be disturbed during excavation, GRANTEE agrees to halt all excavation within thirty feet (30') until the County Coroner and a representative of the local Native American community have examined the remains and determined disposition. The archaeological conditions shall comply with STATE directives, policies, regulations and laws, including, but not limited to, Public Resources Code §5024 and §5097 which outline procedures in the event Native American remains are discovered. Work shall not resume in the area of the find until authorized by the STATE archaeological monitor.

GRANTEE and/or GRANTEE's Representatives shall provide a work schedule to STATE so that the STATE archaeological monitor can arrange to be on site on the necessary days; GRANTEE agrees to notify the STATE archaeologist of any preconstruction meetings with GRANTEE's Representatives. Except in the case of emergencies the archaeologist should be provided at least two (2) weeks advanced notice of the construction start date. In the event of emergency work, GRANTEE will provide notice to the archaeologist within one (1) week of when the emergency work is discovered.

8. This Agreement shall be governed and construed by the laws of the State of California. The successive owners of the Property are bound by this Easement for the benefit of the GRANTEE. This Easement will be permanent and perpetual except as specifically provided herein.
9. GRANTEE shall have sole responsibility for obtaining all applicable city and county authorizations necessary to enjoy this Easement. STATE agrees to provide such

reasonable cooperation, subject to reimbursement by GRANTEE of STATE's administrative expenses, as may be deemed appropriate by STATE to enable GRANTEE to implement and exercise the rights granted herein, including but not limited to the completion and/or execution of any applications, rights of access, and other supporting or required documentation necessary to GRANTEE'S processing and obtaining local, state and federal approvals of the Permitted Uses on the Easement Area and/or the Access Roads.

10. Any notice, tender, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered, mailed or sent by wire or other telegraphic communication in accordance with the time frames and any other requirements provided in this Agreement, to the following persons:

STATE: State of California  
Department of Forestry & Fire Protection  
1300 U Street (A-45)  
Sacramento, CA 95817  
Attn: Technical Services Section

With copies to: State of California  
Department of General Services  
707 Third Street, 5<sup>th</sup> Floor (MS 505)  
West Sacramento, CA 95605  
Attn: RESD/RPSS--Acquisitions Unit

GRANTEE: Manager, Hydro Support  
Pacific Gas and Electric Company  
2730 Gateways Oaks, Suite 220  
Sacramento, CA 95833

With copies to: Law Department  
Pacific Gas and Electric Company  
P.O. Box 770000, Mail Code N10A  
San Francisco, CA 94177  
Re: Land Conservation Commitment

The PARTIES may change the person to be provided notice or the address for notices to be sent by giving notice pursuant to this section.

## **EXHIBIT E**

### **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 those agreements and rights disclosed by the following:

- (a) The terms, conditions and provisions as contained in the License Agreement to construct, operate, and maintain the Big Bend Volunteer Fire Company #70 Fire Station by and between Pacific Gas and Electric Company and Shasta County Fire, dated August 9, 1995 and amended most recently October 8, 2013.
- (b) The terms, conditions and provisions as contained in the License Agreement for non-invasive investigation by and between Pacific Gas and Electric Company and the United States of America, acting through the U.S. Forest Service Resource Monitoring and Assessment Program, dated November 16, 2017.
- (c) The terms, conditions and provisions as contained in the License Agreement for temporary use, ingress, and egress by and between Pacific Gas and Electric Company and Mary E. Axelson, dated June 5, 2003.
- (d) An easement over said land for ingress and egress, as granted by Pacific Gas and Electric Company to Shasta Cascade Timberlands, LCC, in Instrument recorded November 29, 2021, in Instrument No. 2021-0048962, Official Records.
- (e) An easement over said land for surface access, ingress and egress, as granted by Pacific Gas and Electric Company to Charles William Camp, dated December 3, 2021.
- (f) An encroachment agreement over said land for a shed, fence, and gate, as granted by Pacific Gas and Electric Company to Charles William Camp, dated March 31, 2021.
- (g) An easement over said land for surface access, ingress and egress, as granted by Pacific Gas and Electric Company to Donald McKinney II and Sandra McKinney, dated March 31, 2021.
- (h) A property use agreement for the limited purpose of constructing, operating and maintaining an unmanned geophysical seismic observatory and related equipment, as granted by Pacific Gas and Electric Company to THE REGENTS OF THE

UNIVERSITY OF CALIFORNIA, a California corporation, on behalf of its UC Berkeley Seismological Laboratory, dated September 11, 2020.

- (i) An easement over said land for a right-of-way of lawful width for any and all County roads heretofore lawfully established and now in public use and incidental purposes, from Central Pacific Railway Co., a Utah corporation, in deed recorded July 21, 1919, in Book 137 of Deeds at Page 99. (PG&E#: 2437-01-0002)
- (j) An easement over said land for a right of way thereon for ditches or canals constructed by the authority of the United States and incidental purposes, as reserved by United States of America, in Instrument recorded February 17, 1921, in Book 14, Page 232 of Patents.
- (k) An easement over said land for ingress and egress and incidental purposes, as granted to Halcomb Public Cemetery District, a Public Cemetery District, in Instrument recorded October 20, 1955, in Book 473, Page 423, Official Records. (PG&E #:2435-01-0033)
- (l) An easement over said land for a road 66 feet in width with additional width, if necessary, to accommodate cuts and fills and incidental purposes, as granted to United States of America, dated February 01, 1963. (PG&E#: 2437-01-0021).
- (m) An easement over said land to construct, maintain and use a road over and across those certain lands and incidental purposes, as granted to Ralph I. Smith Lumber Company, a Missouri corporation, in deed recorded January 04, 1960, in Book 621 Page 78, Official Records. (PG&E#: 2436-01-0031)
- (n) An easement over said land for road purposes and all rights incidental purposes, as granted to County of Shasta, dated June 30, 1961, recorded June 24, 1961, in Book 674, Page 93, Official Records. (PG&E #2137-01-0011)
- (o) The terms, conditions and provisions as contained in the Instrument entitled "Agreement", by and Between Pacific Gas and Electric Company, a California corporation, and Roger Brown and Phyllis Brown, husband and wife, dated August 06, 1962, recorded July 13, 1964, in Book 795, Page 639, Official Records. An encroachment of building from the adjoining property as disclosed by the herein described agreement. (PG&E #2436-01-0010)
- (p) An easement over said land for roads and incidental purposes, as granted to United States of America, in deed recorded December 14, 1964, in Book 816, Page 1, Official Records. (PG&E 2137-02-0015)
- (q) An easement over said land for ingress to and egress from the waters of Pit 7 Dam Reservoir and any and all riparian rights annexed to, inherent in and part and parcel of the remaining lands and incidental purposes, from Leslie I. Crane and Bessie M.



Crane, husband and wife, in deed recorded February 18, 1965, in Book 824 Page 27, Official Records. (PG&E#: 2435-01-0175)

- (r) An easement over said land for rights of way for roads and incidental purposes, as granted to United States of America, in deed recorded May 10, 1966, in Book 880 Page 293, Official Records. (PG&E#: 2438-02-0029)
- (s) An easement over said land for electric transmission line and incidental purposes, by and between United States of America and Pacific Gas and Electric Company, a California corporation, in deed recorded April 04, 1967, in Book 912 Page 219, Official Records. (PG&E #2137-01-0069)
- (t) The terms, conditions and provisions as contained in the Instrument entitled "Contract and Grant of Electric Transmission Line Easement", by and between United States of America, and Pacific Gas and Electric Company, dated August 01, 1965, recorded April 04, 1967, in Book 912, Page 219, Official Records. (PG&E #2137-01-0069)
- (u) An easement over said land for the right to reconstruct, maintain and use a road and incidental purposes, as granted to Hart H. Tantau, in deed recorded August 22, 1967, in Book 926 Page 369, Official Records. (PG&E#: 2436-01-0129)
- (v) An easement over said land to maintain and use the existing road and incidental purposes, as granted to Sam A. Bryant, a married Man, in deed recorded May 15, 1970, in Book 1028 Page 208, Official Records. (PG&E#: 2436-01-0164)
- (w) An easement over said land for road purposes, 60 feet in width, or more if necessary cuts and fills and all rights and incidental purposes, as granted to United States of America, in deed recorded April 01, 1976, in Book 1330 Page 338, Official Records. (PG&E #2136-01-0194)
- (x) An easement over said land to erect, construct, reconstruct, replace, remove, maintain and use a line of poles with such wires as from time to time suspend therefrom and incidental purposes, as granted to Citizens Utilities Company of California, in deed recorded November 19, 1979, in Book 1680 Page 622, Official Records. (PG&E #2136-01-0024)
- (y) An easement over said land for road with turnouts and incidental purposes, by and between Pacific Gas and Electric Company, a corporation and Roseburg Lumber Company, an Oregon corporation, in deed recorded May 12, 1982, in Book 1888 Page 92, Official Records.
- (z) The terms, conditions and provisions as contained in the Instrument entitled "Reciprocal Grant of Easement", by and between Pacific Gas and Electric Company, a California corporation, and J.H. Baxter Company, recorded November 23, 1982, in Book 1926 Page 639, Official Records. (PG&E#: 2436-01-0042)

- (aa) An easement over said land for communication facilities and incidental purposes, as granted to Citizens Utilities Company of California, in deed recorded July 24, 1985, in Book 2165 Page 143, Official Records.
- (bb) An easement over said land for a non-exclusive easement and right of way to maintain and use that portion of the existing creek known as Roaring Creek and incidental purposes, as granted to Mega Renewables, a General Partnership, in deed recorded October 31, 1985, in Book 2188 Page 517, Official Records.
- (cc) An easement over said land to reconstruct, maintain and use the existing road and incidental purposes, as granted to Ed F. Edwards, in deed recorded November 24, 1987, in Book 2360 Page 890, Official Records.
- (dd) An easement over said land for extra high voltage transmission line and incidental purposes, as granted to Transmission Agency of Northern California, a Public Agency, in deed recorded May 31, 1990, in Book 2603 Page 670, Official Records.
- (ee) An easement over said land to construct, reconstruct, maintain and use the existing road and incidental purposes, as granted to Mega Renewables, a California General Partnership, in deed recorded July 11, 1990, in Book 2617 Page 451, Official Records. (PG&E#: 2436-01-0202)
- (ff) An easement over said land to construct, reconstruct, maintain and use the existing road and incidental purposes, as granted to Alan Nannini, as Trustee of the Primary Family Trust created in 1981, in deed recorded December 10, 1990, in Book 2669 Page 110 and re-recorded January 24, 1991, in Book 2682 Page 581, Official Records.
- (gg) An easement over said land to construct, reconstruct, maintain and use the existing road and incidental purposes, as granted to Robert O. Allen and Lucy Allen, husband and wife, in deed recorded November 1, 1991, in Book 2779 Page 746, Official Records.
- (hh) An easement over said land for road and incidental purposes, as executed by and between Pacific Gas and Electric Company, a California corporation and Transmission Agency of Northern California, a joint Powers Agency, in deed recorded January 23, 2003, as Document No. 2003-0004244, Official Records.
- (ii) The terms, conditions and provisions as contained in the Instrument entitled "Easement Agreement", by and between Pacific Gas and Electric Company, a California corporation, and Transmission Agency of Northern California, a Joint Powers Agency, dated January 16, 2003, recorded January 23, 2003, as Document No. 2003- 0004244, Official Records.

- (jj) An easement over said land for transmission line access road and incidental purposes, as granted to Transmission Agency of Northern California, a Public Agency, in deed recorded July 29, 2003, as Document No. 2003-0049312, Official Records.
- (kk) An easement over said land for Cost Share Easement and incidental purposes, as granted to Sierra Pacific Industries, a corporation, in Instrument recorded March 09, 2004, in Instrument No. 2004-12883, Official Records.
- (ll) The terms, conditions and stipulations of that certain unrecorded "Master Special Use Agreement" executed by and between United States Department of Agriculture and Pacific Gas and Electric Company issued F.P.C. License No. 233.

## **EXHIBIT F**

### Development Envelope Legal Description

Development Envelope

March 18, 2022  
2263.19

#### **EXHIBIT A**

THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 1, TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, LYING WITHIN THE COUNTY OF SHASTA, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS DESCRIBED IN THAT DEED RECORDED IN VOLUME 14 OF OFFICIAL RECORDS AT PAGE 220, SHASTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID SECTION 1, THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 1°37'23" WEST, A DISTANCE OF 1344.58 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, SAID POINT BEING **THE TRUE POINT OF BEGINNING**;

THENCE ALONG THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 4, NORTH 84°46'56" WEST, A DISTANCE OF 46.58 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL WITH AND 30.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF BIG BEND ROAD;

THENCE ALONG SAID PARALLEL LINE THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 22°49'11" WEST, A DISTANCE OF 77.77 FEET;
2. THENCE SOUTHWESTERLY, A DISTANCE OF 25.08 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET AND A CENTRAL ANGLE OF 3°03'29";
3. THENCE SOUTH 19°45'43" WEST, A DISTANCE OF 158.65 FEET;
4. THENCE SOUTHWESTERLY, A DISTANCE OF 23.32 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF 5°48'33";
5. THENCE SOUTH 25°34'15" WEST, A DISTANCE OF 159.45 FEET;

THENCE LEAVING SAID PARALLEL LINE, SOUTH 67°03'29" EAST, A DISTANCE OF 220.63 FEET TO A POINT IN THE EASTERLY LINE OF SAID SECTION 1; THENCE ALONG SAID EASTERLY LINE, NORTH 1°37'23" EAST, A DISTANCE OF 491.66 FEET TO THE **POINT OF BEGINNING**.

**CONTAINING** 1.35 ACRES, MORE OR LESS.

**END OF DESCRIPTION.**

**SUBJECT TO** ALL COVENANTS, RIGHTS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD, IF ANY.

**EXHIBIT "B"** ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME:

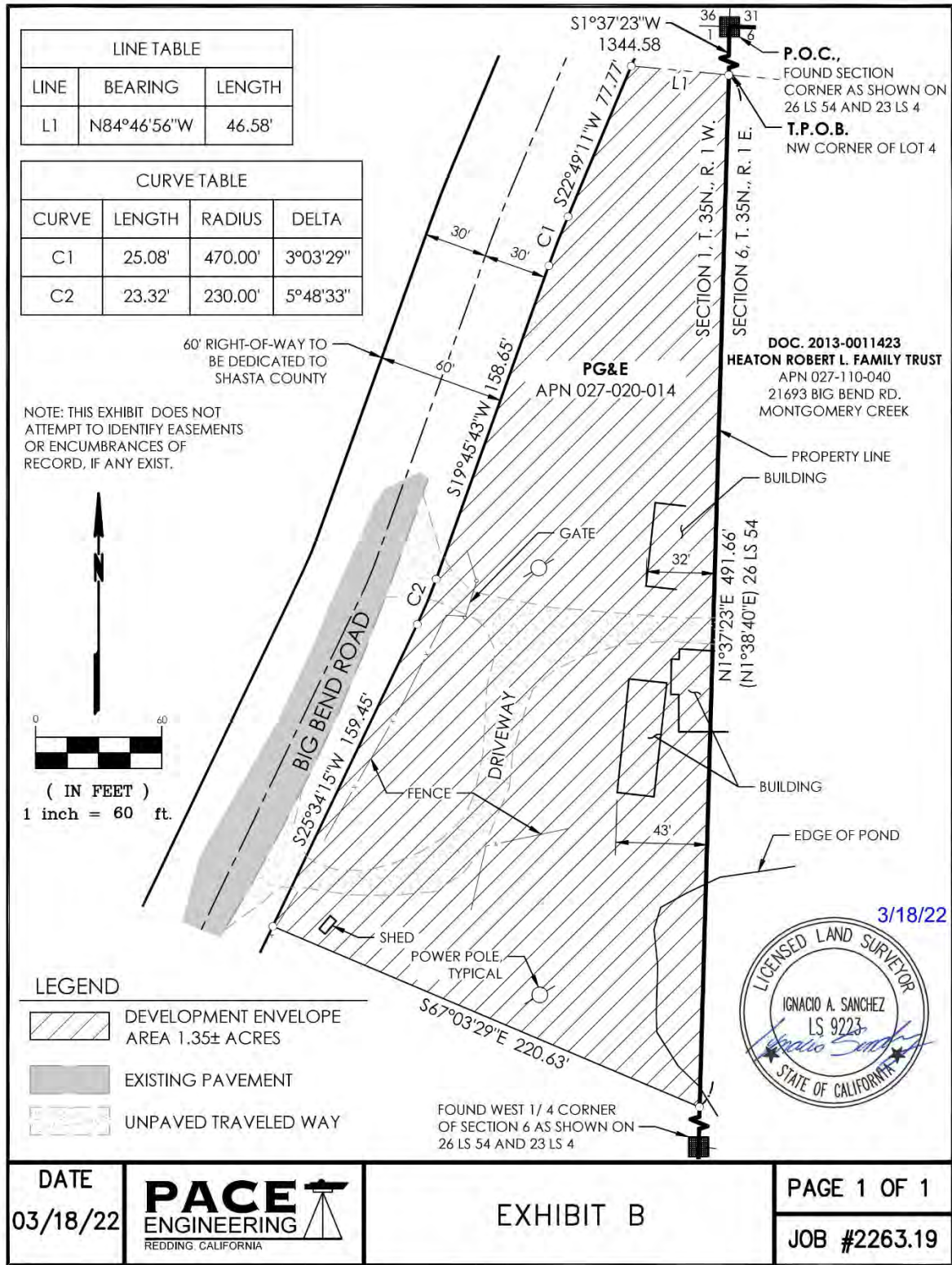
  
Ignacio A. Sanchez, L.S. 9223



3/18/22

# EXHIBIT G

## Development Envelope Map



## **Attachment E**

### **Grant Deed**

## RECORDING REQUESTED BY AND RETURN TO:

STATE OF CALIFORNIA  
 Department of General Services  
 Real Property Services Division, Acquisition Unit  
 707 Third Street, 5<sup>th</sup> Floor, MS 505  
 West Sacramento, CA 95605

OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES  
 PURSUANT TO GOVERNMENT CODE SECTION 27383 AND  
 DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND  
 TAXATION CODE SECTION 11922

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD # 2436-01-10004

DEED

APN Nos. 021-120-004-000, 021-120-008-000, 021-200-002-000, 021-200-003-000, 021-200-004-000, 021-200-005-000, 021-200-021-000, 021-200-022-000, 021-200-032-000, 021-250-003-000, 021-250-007-000, 021-250-009-000, 021-270-010-000, 022-080-001-000, 022-080-002-000, 022-080-003-000, 022-080-012-000, 022-080-020-000, 022-110-001-000, 022-110-005-000, 022-130-015-000, 022-330-006-000, 022-330-011-000, 027-020-005-000, 027-020-014-000, 027-020-015-000, 027-060-001-000, 027-110-011-000, 027-180-012-000, 027-260-002-000, 027-260-003-000, 027-280-006-000, 022-090-002-000

## GRANT DEED AND RESERVATION OF RIGHTS

**I. CONVEYANCE OF FEE**

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Grantor**"), does hereby grant to the STATE OF CALIFORNIA ("**STATE**"), all of its right, title, and interest in and to the real property situated in the unincorporated area of the County of Shasta, State of California ("**Property**"), described in Exhibit A attached hereto and by this reference incorporated herein, and shown on Exhibit A-1 attached hereto and by this reference incorporated herein.

**II. RECITALS**

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

B. 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 ("**Stipulation**").

C. The Settlement Agreement and the Stipulation (collectively, "**Governing Documents**") require Grantor to ensure that approximately 140,000 acres of watershed lands, all

owned by Grantor (collectively, "**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 fee interests and/or conservation easements and to 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**."

D. Pursuant to the Governing Documents, the Pacific Forest and Watershed Lands Stewardship Council, a California non-profit public benefit corporation ("**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 ("**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.

E. Grantor has used and continues to use the Property for the purpose of generating and transmitting hydroelectric energy, managing and monitoring the flow of water over the existing waterways for consumptive and non-consumptive uses, conducting various biological and land use studies mandated by the Federal Energy Regulatory Commission ("**FERC**"), and for other purposes as described more fully in Section III below (collectively, "**Hydro Project Activities**"). Additionally, Grantor has used and continues to use the Property to erect, construct, reconstruct, replace, remove, operate, inspect, maintain and use facilities of the type hereinafter specified for the transformation, transmission and distribution of electric energy and for communication purposes (collectively "**Electric Activities**").

F. To facilitate the Hydro Project Activities and Electric Activities following the conveyance effected by this Grant Deed and Reservation of Rights (this "**Grant Deed**"), and the continued use, maintenance, repair and replacement of those existing and future facilities, structures and improvements now or hereafter located on, above, or under the Property, that are associated with the Hydro Project Activities and/or the Electric Activities, STATE, as grantor, and Grantor, as grantee, are executing and delivering that certain Utility Facility Access, Operation and Maintenance Easement of even date with this Grant Deed (the "**Utility Facility Access, Operation and Maintenance Easement**").

G. Consistent with the terms of the Governing Documents, Grantor and STATE acknowledge this conveyance, together with Utility Facility Access, Operation and Maintenance Easement and the Conservation Easement ("**Conservation Easement**") being entered into by STATE and Shasta Land Trust ("**SLT**") concurrently with this conveyance, is being made in the public interest with the intent to ensure the permanent protection of the beneficial public values on the Property as identified in the LCP while allowing the ongoing use of the Property by Grantor for hydroelectric operations, water delivery, and related activities, and acknowledging and honoring the existing third party uses.



### III. STATE ACCESS; RESERVATION OF RIGHTS; EASEMENT AGREEMENT

STATE shall have a non-exclusive right of surface access, ingress and egress to and from the Property over and across Adjacent Lands, by means of existing roads, lanes, and routes thereon, if such there be (collectively, the “**Existing Roads**”), otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor's Adjacent Lands, with the right to repair and maintain the Existing Roads and to construct, repair and maintain new roads, lanes, and routes (collectively, the “**New Roads**”) where no existing access exists (“**Access Rights**”). Access Rights to construct, repair or maintain New Roads or to repair or maintain Existing Roads may only be exercised after Grantor has obtained FERC approval for a specific project, repair or maintenance, subject to the plan submission requirements specified in section III.d, below. STATE's Access Rights shall only extend to portions of the Property that are only reasonably accessible by Adjacent Lands. “**Adjacent Lands**” means lands owned by Grantor that are contiguous to the Property, including lands excepted from the Property in Exhibit A.

STATE may allow SLT and any successor to SLT under the Conservation Easement to utilize the Access Rights but only for purposes of ingress and egress.

STATE acknowledges that the Adjacent Lands are a part of the FERC Project Nos. 233 & 2106 (“**Project**”), and when exercising the Access Rights on Project lands STATE agrees to abide by FERC regulations and approvals that Grantor is required to comply with on Project lands.

a. STATE's use of the Access Rights shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use.

b. STATE shall take all reasonable precautions to insure that the use of the Access Rights on Project lands will occur in a manner that will protect the scenic, recreational, and environmental values of the Project.

c. STATE shall not make use of the Access Rights in any way which would be incompatible with overall Project requirements or unduly restrict public access to Project waters.

d. Except in the case of emergencies, STATE must submit to Grantor plans as required by FERC at least six (6) months in advance of construction, repair, or maintenance work related to the exercise of the Access Rights to allow for PG&E review and submittal to FERC for any required approval. No proposed construction, repair, or maintenance work related to the Access Rights shall occur on Project lands until such approval is received from FERC. In the event of an emergency (wildfire, floods, earthquakes, etc.), STATE shall provide notice of such emergency work to Grantor within 24 hours of initiating emergency work, to allow Grantor to meet FERC notification requirements.

e. If the Project boundary is removed from the Adjacent Lands, then FERC approval will no longer be required, and the notification and approval process will change to the following:

Except in the case of emergencies, STATE must submit to Grantor, for review and approval, plans at least 90 days in advance of any proposed construction, repair, or maintenance

work related to the exercise of the Access Rights, which review and approval will not be unreasonably withheld or delayed. In the event of an emergency, STATE shall provide notice of such emergency work to Grantor within two (2) weeks of initiating such emergency work.

f. STATE shall be solely responsible for the repair of any damage caused by its exercise of the Access Rights, excluding fair wear and tear from normal usage (commercial use for logging shall not be considered normal usage). For so long as the roads, lanes, and routes, related to the Access Rights, shall exist in private ownership, Grantor and STATE and their respective successors and assigns, shall bear the expenses of the reasonable maintenance of the roads, lanes, and routes related to the Access Rights in proportion to their respective use. Reasonable maintenance shall include such work as is necessary to maintain said roads, lanes, and routes related to the Access Rights in their existing condition but shall not include the enlargement of or betterment of the Access Rights. STATE further agrees that any erosion or drainage problems caused by the exercise of the Access Rights by STATE shall be corrected by STATE without cost to Grantor and to the reasonable satisfaction of Grantor.

Notwithstanding the above, nothing herein shall impair or otherwise impede Grantor's right for continued use of the Adjacent Lands, including those Adjacent Lands containing the Access Rights, in all ways and for all purposes Grantor deems necessary to fulfill its obligations as licensee under FERC projects

Grantor expressly reserves 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 (including subsurface flow) which are now or hereafter located or flowing upon or abutting the Property.

Grantor and STATE acknowledge that the Utility Facility Access, Operation and Maintenance Easement shall be effective immediately upon the execution, delivery and effectiveness of this Grant Deed with the same force and effect as if the easement rights set forth in the Utility Facility Access, Operation and Maintenance Easement were expressly reserved by Grantor in this Grant Deed.

#### **IV. TERMS OF GRANT**

The conveyance by Grantor to STATE pursuant to this Grant Deed is subject to: (a) a lien securing payment of real estate taxes and assessments; (b) all matters that would be disclosed by a physical inspection or survey of the Property or that are actually known to STATE; and (c) all contracts, leases, licenses, covenants, conditions, easements, restrictions, liens, encumbrances and other exceptions of record or unrecorded.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the Property. All future conveyances of the fee interest in the Property shall be consistent with the terms of the Governing Documents. In accordance with Section 12b(4) of the Stipulation, STATE, and its successors and assigns shall not convey all or any portion of the fee interest in the Property to

any governmental entity, public agency, or Native American tribe without the prior written consent of the Grantor, which consent shall be in Grantor's sole discretion exercised in good faith.

**V. MISCELLANEOUS**

If any provision of this Grant Deed shall be unenforceable or invalid, the same shall not affect the remaining provisions hereof and to this end the provisions hereof are intended to be and shall be severable.

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

The California Public Utilities Commission, in Decision No. \_\_\_\_\_, has approved transfer of the Property under State of California Public Utilities Code Section 851.

*[SIGNATURES FOLLOW ON NEXT PAGES]*

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed dated as of \_\_\_\_\_, \_\_\_\_.

Grantor:

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

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

## CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to Sections 15853 and 27281 of the California Government Code, the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, \_\_\_\_ from PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, to the STATE OF CALIFORNIA is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to the approval action by said Board and duly adopted on \_\_\_\_\_. The STATE consents to the recordation thereof by its duly authorized officer.

### ACCEPTED:

STATE OF CALIFORNIA  
State Public Works Board

**By:** \_\_\_\_\_  
Michael McGinness, Deputy Director

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

### ACKNOWLEDGED:

STATE OF CALIFORNIA  
Director, Department of General Services

**By:** \_\_\_\_\_  
Michael P. Butler, Chief  
Real Property Services Section

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

**Exhibit A**

Legal Description of Property  
(Attached behind this Page)

**Exhibit A-1**

Property Maps  
(Attached behind this Page)

## **Attachment F**

**State Board of Equalization Land Appraisal Record**



BRLNP705

State Board of Equalization  
Board Roll System  
Land Subsystem

07/29/21

1:15 PM

Page 162

Selected by: Assessee 0135 Pacific Gas & Electric Company  
County 45 SHASTA

Post List  
Roll Year 2021

## Pit River - Tunnel

Map					Non-Fee Status	Class	TRA	Miles	Index			Esc Ind	Market Values		Non-Unitary	Total
Asse	Asse	Cnty	Map	Par					Typ	Num	Sht		R/W	Op Not R/W		
0135	0135	45	012B	10	18 Acres	491	087 - 001		IND	002	6C	N			2,304	2,304
0135	0135	45	012B	11	120 Acres	001	000 - 001		IND	002	6C	N		180,015		180,015
0135	0135	45	012B	12	22 Acres	491	087 - 001		IND	002	6C	N			2,934	2,934
0135	0135	45	017	02	160 Acres	491	087 - 001		IND	002	6C	N			15,040	15,040
0135	0135	45	017B	03	100 Acres	491	087 - 001		IND	002	6C	N			9,400	9,400
0135	0135	45	018E	01	160 Acres	491	082 - 025		IND	002	6C	N		5,640	9,400	15,040

BRLNP705

State Board of Equalization  
Board Roll System  
Land Subsystem

07/29/21

1:15 PM

## Pit River-Tunnel

Page 163

Selected by: Assessee 0135 Pacific Gas & Electric Company  
County 45 SHASTA

Post List  
Roll Year 2021

										----- Market Values -----						
Map		Cntry	Map	Par	Non-Fee Status	Class	TRA	Miles	Index		Esc	R/W	Op Not		Non-Unitary	Total
Asse	Asse								Typ	Num			Sht	Ind		
0135	0135	45	019B	01	389 Acres	491	087 - 001		IND	002	6C	N		12,086	14,173	26,259
0135	0135	45	019B	02	9 Acres	001	000 - 001		IND	002	6C	N		27,000		27,000
0135	0135	45	019B	03	9 Acres	001	000 - 001		IND	002	6C	N		18,500		18,500
0135	0135	45	019B	04	10 Acres	001	000 - 001		IND	002	6C	N		20,000		20,000

BRLNP705

State Board of Equalization  
Board Roll System  
Land Subsystem

07/29/21  
1:15 PM

Page 164

Selected by: Assessee 0135 Pacific Gas & Electric Company  
County 45 SHASTA

Post List  
Roll Year 2021

## Pit River-Tunnel

Map				Non-Fee Status	Class	TRA	Miles	Index		Esc Ind	R/W	Market Values		Non- Unitary	Total	
Asse	Asse	Cnty	Map					Par	Typ			Num	Sht			Op
0135	0135	45	030C	01			10 Acres	491	087 - 001	IND 002	7C31	N			706	706
0135	0135	45	030C	02			49 Acres	001	000 - 001	IND 002	6C	N	31,850			31,850
0135	0135	45	030C	03			404 Acres	491	087 - 001	IND 002	2	N	1,071	37,822		38,893
0135	0135	45	032D	01			80 Acres	491	087 - 001	IND 002	6C	N	3,760	3,760		7,520
0135	0135	45	032D	02			364 Acres	491	087 - 001	IND 002	6C	N	14,946	19,288		34,234
0135	0135	45	032D	03			160 Acres	001	000 - 001	IND 002	6C	N	112,000			112,000

BRLNP705

State Board of Equalization  
Board Roll System  
Land Subsystem

07/29/21  
1:15 PM

Page 165

Selected by: Assessee 0135 Pacific Gas & Electric Company  
County 45 SHASTA

Post List  
Roll Year 2021

Pit River-Tunnel

Map				Par	Non-Fee Status	Class	TRA	Miles	Index		Esc	Market Values		Non-	Total
Asse	Asse	Cnty	Map						Typ	Num		Op Not	R/W	Unitary	
0135	0135	45	032D	04	160 Acres	491	087 - 001		IND	002	6C N	4,192		16,768	20,960

0135	0135	45	039B	01	108 Acres	491	087 - 001		IND	002	6C N	1,205		4,511	5,716
------	------	----	------	----	-----------	-----	-----------	--	-----	-----	------	-------	--	-------	-------

BRLNP705

State Board of Equalization  
Board Roll System  
Land Subsystem

07/29/21  
1:15 PM

Pit River-Tunnel

Page 166

Selected by: Assessee 0135 Pacific Gas & Electric Company  
County 45 SHASTA

Post List  
Roll Year 2021

Map					Class	TRA	Miles	Index		Esc	Market Values			
Asse	Asse	Cnty	Map	Par				Typ	Num		R/W	Op	Not	Total
Non-Fee Status										Ind		R/W	Unitary	
0135	0135	45	042A	01	491	106 - 003		IND	002	6C N				76,160

BRLNP705

State Board of Equalization  
Board Roll System  
Land Subsystem

07/29/21

1:15 PM

Pit River-Tunnel

Page 170

Selected by: Assessee 0135 Pacific Gas & Electric Company  
County 45 SHASTA

Post List  
Roll Year 2021

Map				----- Market Values -----												
Asse	Asse	Cnty	Map	Par	Non-Fee	Status	Class	TRA	Miles	Index	Esc	R/W	Op	Not	Non-	Total
										Typ	Num	Sht	Ind	R/W	Unitary	

0135	0135	45	065D	01		185 Acres	491	082 - 027		IND	002	6C	N		3,160	10,482	13,642
------	------	----	------	----	--	-----------	-----	-----------	--	-----	-----	----	---	--	-------	--------	--------

BRLNP705

State Board of Equalization  
Board Roll System  
Land Subsystem

07/29/21  
1:15 PM

Pit River-Tunnel

Page 171

Selected by: Assessee 0135 Pacific Gas & Electric Company  
County 45 SHASTA

Post List  
Roll Year 2021

Map				Non-Fee Status	Class	TRA	Miles	Index		Esc	Market Values		Non-Unitary	Total
Asse	Asse	Cnty	Map					Typ	Num		R/W	Op Not R/W		
0135	0135	45	077A	01			128 Acres	491	087 - 001	IND 002	6C N	2,382	11,724	14,106
0135	0135	45	077A	02			160 Acres	491	087 - 000	IND 002	6C N		15,225	15,225

BRLNP705

State Board of Equalization  
Board Roll System  
Land Subsystem

07/29/21

1:15 PM

Page 172

Selected by: Assessee 0135 Pacific Gas & Electric Company  
County 45 SHASTA

Post List  
Roll Year 2021

## Pit River-Tunnel

Map					Class	TRA	Miles	Index		Esc Ind	Market Values		Non- Unitary	Total	
Asse	Asse	Cnty	Map	Par				Non-Fee	Status		Typ	Num			Sht
0135	0135	45	084B	01		270 Acres	491	087 - 001	IND	002	6C	N	450	17,668	18,118
0135	0135	45	084B	02		145 Acres	491	087 - 001	IND	002	6C	N	1,300	6,482	7,782
0135	0135	45	084B	03		265 Acres	491	087 - 001	IND	002	6C	N	1,400	14,630	16,030
0135	0135	45	084B	04		10 Acres	001	000 - 001	IND	002	6C	N	15,495		15,495
0135	0135	45	084B	05		43 Acres	491	087 - 001	IND	002	6C	N		3,480	3,480
0135	0135	45	084B	07		491 Acres	491	087 - 001	IND	002	6C	N	17,465	10,947	28,412
0135	0135	45	084B	08		80 Acres	001	000 - 001	IND	002	6C	N	72,000		72,000
0135	0135	45	084B	09		120 Acres	491	087 - 001	IND	002	6C	N		10,811	10,811
0135	0135	45	084B	15		161 Acres	491	087 - 001	IND	002	6C	N		15,090	15,090
0135	0135	45	084B	20		480 Acres	491	106 - 003	IND	002	6C	N		58,775	58,775



State Board of Equalization  
Board Roll System  
Land Subsystem

## Pit River-Tunnel

07/29/21

1:15 PM

Page 173

Selected by: Assessee 0135 Pacific Gas & Electric Company  
County 45 SHASTA

Post List  
Roll Year 2021

										Market Values						
Map					Non-Fee	Status	Class	TRA	Miles	Index		Esc	R/W	Op Not	Non-	Total
Asse	Asse	Cnty	Map	Par						Typ	Num	Sht		Ind		
0135	0135	45	084B	21	480 Acres	491	106 - 003			IND	002	6C N		655	62,225	62,880
0135	0135	45	084B	22	600 Acres	491	106 - 003			IND	002	6C N		3,201	73,623	76,824
0135	0135	45	084B	24	320 Acres	491	106 - 003			IND	002	6C N			41,735	41,735
0135	0135	45	084B	25	640 Acres	491	106 - 003			IND	002	6C N			81,620	81,620
0135	0135	45	084B	26	640 Acres	491	106 - 003			IND	002	6C N		3,201	80,565	83,766
0135	0135	45	084B	27		491	106 - 003			IND	002	6C N		1,965	39,955	41,920
0135	0135	45	084B	28		491	106 - 003			IND	002	6C N			40,446	40,446
0135	0135	45	085A	03	619 Acres	491	106 - 003			IND	002	6C N			71,850	71,850
0135	0135	45	085A	04	361 Acres	491	106 - 003			IND	002	6C N			46,827	46,827
0135	0135	45	085A	05	530 Acres	491	106 - 003			IND	002	6C N		4,978	56,046	61,024
0135	0135	45	085A	06	218 Acres	491	106 - 003			IND	002	6C N			26,192	26,192
0135	0135	45	085A	07	433 Acres	491	106 - 003			IND	002	6C N		5,729	44,212	49,941
0135	0135	45	085A	09	476 Acres	491	106 - 003			IND	002	6C N			45,358	45,358
0135	0135	45	085A	10	73 Acres	001	000 - 001			IND	002	6C N		31,444		31,444
0135	0135	45	085A	11	450 Acres	491	106 - 003			IND	002	6C N			42,717	42,717
0135	0135	45	085A	12	99 Acres	001	000 - 001			IND	002	6C N		27,770		27,770

BRLNP705

State Board of Equalization  
Board Roll System  
Land Subsystem

07/29/21  
1:15 PM

Selected by: Assessee 0135 Pacific Gas & Electric Company  
County 45 SHASTA

Post List  
Roll Year 2021

Pit River-Tunnel

Page 174

Map										Market Values					
Asse	Asse	Cnty	Map	Par	Non-Fee	Status	Class	TRA	Miles	Index Typ Num Sht	Esc Ind	R/W	Op Not R/W	Non- Unitary	Total
0135	0135	45	102	01		0.04 Acres	001	000 - 001		IND 002	6C N		140		140

## **Attachment G**

### **Assignment and Assumption Agreement**

## **ASSIGNMENT AND ASSUMPTION OF AGREEMENTS**

**THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENTS** ("Agreement"), dated for reference purposes only as of \_\_\_\_\_, 2022, is made by and between **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("Assignor"), and the **STATE OF CALIFORNIA**, acting by and through the **DEPARTMENT OF FORESTRY AND FIRE PROTECTION** ("Assignee").

### **R E C I T A L S:**

A. This Agreement is delivered pursuant to that certain Property Acquisition Agreement dated \_\_\_\_\_, \_\_\_\_\_, by and between STATE and GRANTOR, relating to the real property located in the County of Shasta, State of California, as more particularly described in Exhibit A attached hereto and made a part hereof ("Real Property").

B. Unless otherwise specifically provided herein, all provisions of this Agreement shall be effective as of the date ("Effective Date") that the grant deed conveying title to the Real Property to Assignee is recorded in the official records of Shasta County.

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and conveys to Assignee all of Assignor's right, title and interest, if any, in and to the easements, agreements, licenses and other occupancy agreements affecting the Real Property, and all guarantees thereof, set forth on Exhibit B attached hereto and made a part hereof (the "Agreements"), to the extent the same are assignable by their respective terms and not revoked, terminated or subject to revocation or termination upon such assignment.

2. Acceptance and Assumption. Assignee hereby accepts the foregoing transfer, assignment and conveyance and hereby agrees to assume and discharge, in accordance with the terms thereof, all of the burdens and obligations of Assignor relating to the Agreements first arising and accruing on and after the Effective Date.

3. No Representation or Warranty. The assignment is made without any covenant, representation or warranty by, or recourse against, Assignor or Assignor's Affiliates (as defined below) of any kind whatsoever.

4. Waiver and Release. Assignee hereby unconditionally and irrevocably waives any and all claims and causes of action of any nature whatsoever it may now or hereafter have against Assignor or Assignor's present or future officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives, and their respective heirs, successors and assigns (collectively, "Assignor's Affiliates"), and hereby unconditionally and irrevocably fully releases and discharges Assignor and Assignor's Affiliates from any and all liability whatsoever which may now or hereafter accrue in favor of Assignee against Assignor or

Assignor's Affiliates, in connection with or arising out of the Agreements. With respect to the foregoing release, Assignee hereby acknowledges that such release is made with the advice of counsel and with full knowledge and understanding of the consequences and effects of such release. Further, as to unknown and unsuspected claims as of the Effective Date, Assignee hereby acknowledges that such release is made with the full knowledge, understanding and agreement that California Civil Code § 1542 provides as follows, and Assignee hereby agrees that the protection afforded by said Code Section and any similar law of any other state, territory or jurisdiction is specifically waived:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Assignee: STATE OF CALIFORNIA,  
Department of Forestry and Fire Protection

By: \_\_\_\_\_  
Print Name: Matthew Reischman  
Its: Deputy Director, Resource Management

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

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement.

ASSIGNOR:

ASSIGNEE:

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

STATE OF CALIFORNIA,  
Department of Forestry and Fire Protection

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

By: \_\_\_\_\_  
Matthew Reischman  
Deputy Director, Resource Management

EXHIBIT A  
**LEGAL DESCRIPTION OF PROPERTY**

[Follows this page]

**EXHIBIT B**  
**AGREEMENTS**

1. License Agreement, dated August 9, 1995, between Pacific Gas and Electric Company and Shasta County Fire.
2. Letter Agreement, dated February 5, 2003, between Pacific Gas and Electric Company and the Shasta County Fire Department.
3. Letter Agreement, dated July 31, 2003, between Pacific Gas and Electric Company and the Shasta County Fire Department.
4. Letter Agreement, dated June 21, 2004, between Pacific Gas and Electric Company and the Shasta County Fire Department.
5. Letter Agreement, dated July 13, 2005, between Pacific Gas and Electric Company and the Shasta County Fire Department.
6. First Amendment to License Agreement, dated August 1, 2006, between Pacific Gas and Electric Company and Shasta County Fire Department.
7. First Amendment to License Agreement, dated February 19, 2008, between Pacific Gas and Electric Company and the County of Shasta.
8. Second Amendment to License Agreement, dated October 8, 2013, between Pacific Gas and Electric Company and the County of Shasta.
9. Access Easement Agreement, dated December 3, 2021, between Pacific Gas and Electric Company and Charles William Camp.
10. Encroachment Agreement, dated March 31, 2021, between Pacific Gas and Electric Company and Charles William Camp.
11. Access Easement Agreement, dated March 31, 2021, between Pacific Gas and Electric Company and Donald McKinney II and Sandra McKinney.
12. Property Use Agreement, dated September 11, 2020, between Pacific Gas and Electric Company and the Regents of the University of California.
13. Easement Agreement, dated October 20, 2021, between Pacific Gas and Electric and Shasta Cascade Timberlands, LLC.
14. Access Easement, dated February 16, 2022, between Pacific Gas and Electric Company and Fredrick Cantrell and Judy M. Cantrell.



## **Attachment H**

**Utility Facility Access, Operation and Maintenance and  
Laydown Easement Agreement**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

PACIFIC GAS AND ELECTRIC COMPANY  
Land Department  
Attention: Paul Coviello  
1850 Gateway Blvd, Room 7043C  
Concord, CA 94520

WITH A COPY TO:

STATE OF CALIFORNIA  
Department of General Services  
707 3<sup>rd</sup> Street, MS-501  
West Sacramento, CA 95605  
Attention: RPSS-Acquisitions

(Space Above this Line for Recorder's Use)

A.P.N. 021-120-004-000, 021-120-008-000, 021-200-002-000, 021-200-003-000, 021-200-004-000, 021-200-005-000, 021-200-021-000, 021-200-022-000, 021-200-032-000, 021-250-003-000, 021-250-007-000, 021-250-009-000, 021-270-010-000, 022-080-001-000, 022-080-002-000, 022-080-003-000, 022-080-012-000, 022-080-020-000, 022-110-001-000, 022-110-005-000, 022-130-015-000, 022-330-006-000, 022-330-011-000, 027-020-005-000, 027-020-014-000, 027-020-015-000, 027-060-001-000, 027-110-011-000, 027-180-012-000, 027-260-002-000, 027-260-003-000, 027-280-006-000, 022-090-002-000

LD: 2436-01-10004

Agency: Department of Forestry and Fire Protection  
Project: Pit River and Tunnel Reservoir

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

## **UTILITY FACILITY ACCESS, OPERATION AND MAINTENANCE EASEMENT**

Between

STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF GENERAL SERVICES, on  
behalf of the DEPARTMENT OF FORESTRY AND FIRE PROTECTION,

as Grantor

and

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,

as Grantee

## UTILITY FACILITY ACCESS, OPERATION AND MAINTENANCE EASEMENT

This UTILITY FACILITY ACCESS, OPERATION AND MAINTENANCE EASEMENT (the "**Agreement**") is made and entered into by and between the STATE OF CALIFORNIA (hereinafter referred to as "**STATE**"), acting by and through the DEPARTMENT OF GENERAL SERVICES ("**DGS**"), on behalf of the DEPARTMENT OF FORESTRY AND FIRE PROTECTION ("**CAL FIRE**"), and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**GRANTEE**"). The STATE, DGS, CAL FIRE and GRANTEE are collectively referred to as the "**PARTIES**". Capitalized terms used in this Agreement shall have the meanings ascribed to them by the section in which such term is first defined. This Agreement includes all exhibits attached hereto.

### RECITALS

- A. STATE is the owner of approximately ±6,982 acres of land in the unincorporated area of Shasta County (the "**County**"), State of California, with the Assessor's Parcel Numbers noted on the first page of this Agreement, and is more particularly described in Exhibit A and shown on Exhibit A-1, each attached hereto and incorporated by this reference into this Agreement (the "**Property**"). STATE acquired fee title to the Property from GRANTEE immediately before the recordation of this Agreement.
- B. GRANTEE is a party to that certain Settlement Agreement ("**Settlement Agreement**") as modified and approved by the Public Utilities Commission of the State of California ("**CPUC**") in its Opinion and Order of December 18, 2003 (Decision 03-12-035).
- C. 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 ("**Stipulation**").
- D. The Settlement Agreement and the Stipulation (collectively, "**Governing Documents**") require GRANTEE to ensure that approximately 140,000 acres of watershed lands, all owned by GRANTEE (collectively, "**Watershed Lands**"), which included 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 GRANTEE to convey fee interests and/or 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**".
- E. Pursuant to the Governing Documents, the Pacific Forest and Watershed Lands Stewardship Council, a California non-profit public benefit corporation ("**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 ("**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. In addition, the Stewardship Council Board of Directors adopted that certain Pit River and Tunnel Reservoir Planning Unit Land Conservation and Conveyance Plan adopted by the Stewardship Council Board of Directors on or about September 19, 2018, and as amended (the "**PIT RIVER LCCP**").

- F. In furtherance of the LCP and the PIT RIVER LCCP, and with CPUC approval, GRANTEE conveyed the Property in fee to STATE pursuant to that certain Grant Deed and Reservation of Rights recorded in the Official Records of the County immediately prior to the recordation of this Agreement (the “**Grant Deed**”).
- G. Consistent with the conditions in the Governing Documents, immediately following the recordation of the Grant Deed and this Agreement, the Property shall be subject to a perpetual conservation easement (the “**Conservation Easement**”) granted by STATE to the Shasta Land Trust, a California nonprofit public benefit corporation (“**SLT**”). The Conservation Easement shall be subject to the rights of GRANTEE reserved in the Grant Deed and the rights and interests of GRANTEE conveyed pursuant to this Agreement (such rights and interests being collectively referred to as the “**PG&E Reserved Rights**”).
- H. Pursuant to the PIT RIVER LCCP, the Property is not associated with a Federal Energy Regulatory Commission (“**FERC**”) project and GRANTEE determined the Property did not need to be retained for existing or future utility operations.
- I. GRANTEE has used and continues to use the Property for the purpose of generating and transmitting hydroelectric energy, managing and monitoring the flow of water over the existing waterways for consumptive and non-consumptive uses, conducting various biological and land use studies mandated by the FERC, and for other purposes as described more fully below (collectively, “**Hydro Project Activities**”). Additionally, Grantee has used and desires to continue to use the Property to erect, construct, reconstruct, replace, remove, operate, inspect, maintain and use facilities of the type hereinafter specified for the transformation, transmission and distribution of electric energy and for communication purposes (collectively “**Electric Activities**”). As used herein, “**Hydroelectric Facilities and associated Water Delivery Facilities**” and “**Electric Facilities**” refers to those existing and future facilities, structures and improvements now or hereafter located on, above, or under the Property, that are associated with the Hydro Project Activities and the Electric Activities, as described more fully below.
- J. THE PARTIES enter into this Agreement for the purpose of GRANTEE receiving an easement for the purposes described below in this Agreement over the area of the Property more particularly described in **Exhibit C** and shown on **Exhibit D**, each attached hereto and incorporated by this reference into this Agreement (referred to in this Agreement as the “**Easement Area**”).

### **AGREEMENT**

NOW THEREFORE, in consideration of the above recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and covenants contained in this Agreement, the PARTIES agree as follows:

1. Grant of Easement. STATE, pursuant to the provisions of Section 14666 of the Government Code of the State of California, hereby grants to GRANTEE a non-exclusive, perpetual easement to engage in or invite or permit others to engage in the activities and uses set forth below (collectively, the “**Easement**”), as GRANTEE may determine in GRANTEE's sole discretion exercised in good faith is required for GRANTEE's continued Hydro Project Activities and Electric Activities, including the continued operation and maintenance of Hydroelectric Facilities and associated Water Delivery Facilities, and Electric Facilities (collectively the “**Permitted Uses**”):
  - a. The right of GRANTEE and/or GRANTEE's agents, employees, contractors, subcontractors of any tier, and invitees (collectively “**GRANTEE's Representatives**”) to operate and maintain existing and future Hydroelectric Facilities and associated Water

Delivery Facilities within the Easement Area, including project replacements and improvements required to meet existing and future water delivery and other requirements for power generation and consumptive water use by existing and future users, compliance with any applicable license issued by the FERC ("**FERC License**"), FERC License renewal, or other regulatory requirements.

- b. The right of GRANTEE and GRANTEE's Representatives to conduct any and all uses and activities within the Easement Area now or at any time in the future deemed necessary or appropriate by GRANTEE in GRANTEE's sole discretion exercised in good faith in connection with the generation of hydroelectric energy, including, but not limited to the operation, repair, alteration, replacement and expansion of existing Hydroelectric Facilities and Water Delivery Facilities, and the construction, operation, repair, alteration, replacement and expansion of new Hydroelectric Facilities and Water Delivery Facilities.
- c. The right of GRANTEE and GRANTEE's Representatives to use, maintain, establish, construct, alter, expand and improve water sources, courses, and bodies upon and within the Property, and to take, divert and appropriate water.
- d. The right of GRANTEE and GRANTEE's Representatives to increase or otherwise modify water storage capacities of Water Delivery Facilities within the Easement Area.
- e. The right of GRANTEE and GRANTEE's Representatives to conduct any and all uses and activities within the Easement Area currently or in the future deemed necessary or appropriate by GRANTEE in GRANTEE's sole discretion exercised in good faith to comply with any applicable FERC License or other regulatory requirements, including any amendments thereto and replacements thereof, and with applicable regulations and orders of the FERC or other regulatory agencies.
- f. The right of GRANTEE and GRANTEE's Representatives to conduct any and all uses and activities now or at any time hereafter deemed necessary or appropriate by GRANTEE in GRANTEE's sole discretion exercised in good faith to comply with the Federal Power Act (Title 16 United States Code, Chapter 12).
- g. The right of GRANTEE and GRANTEE's Representatives to decommission all or any portion of existing and future Hydroelectric Facilities and associated Water Delivery Facilities in accordance with any applicable FERC License.
- h. The right of GRANTEE and GRANTEE's Representatives to access the Easement Area to operate and maintain GRANTEE's existing and future facilities for the transformation, transmission and distribution of electric energy, and for communication purposes within the strips of land described below and also the right to construct, install, repair, enlarge, improve, reconstruct, replace, remove, maintain and use the same as GRANTEE shall at any time and from time to time deem necessary, together with the rights to excavate for, construct, install, repair, enlarge, improve, 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 therefor necessary for transforming electric energy, 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; all to be on land described as follows:

- (a). The strips of land described in **Exhibit E** and shown on **Exhibit F**, attached hereto and made a part hereof ("**Electrical Strips**").
  - i. The right of ingress to and egress over and across the Property by means of the existing roads and lanes thereon and/or any replacement or relocation thereof (collectively, "**Access Roads**") or by such route or routes as shall occasion the least practicable damage and inconvenience to STATE and to use said Access Roads or routes to provide access to any of GRANTEE's easements and facilities on lands adjacent to said real property.
  - j. The right of GRANTEE and GRANTEE's Representatives to install, maintain and use gates in all fences which now or in the future cross the Property, and in the event locked gates are placed in fences now or hereafter crossing Access Roads or routes, GRANTEE shall provide locks in such a manner that the gates may be used without disturbing the locks of others.
  - k. The right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within the Easement Area, Access Roads, and/or routes and shall have the further right, from time to time, to trim and cut down trees and brush within the Property which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.
  - l. The right to mark the location of the Electrical Strips by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use STATE shall make of said Easement Area.
- 2. **"Required" Exercise.** An exercise of the Easement shall be "required" (as used in the preceding Section 1) where GRANTEE determines in its sole discretion exercised in good faith that such exercise is necessary to fulfill requirements or directives of any one or more of the following: (a) the CPUC or the FERC; (b) other local, state or federal governmental entities; (c) any applicable law, ordinance, rule or regulation of local, state or federal governmental entity; (d) any third party agreement entered into by GRANTEE in good faith or by which GRANTEE is bound; or (e) professional engineering and design standards governing the ownership, maintenance, and/or operation of the Hydroelectric Facilities and associated Water Delivery Facilities and/or Electric Facilities.
- 3. **Notification and Consultation.** GRANTEE will use reasonable efforts to notify and consult with STATE in advance of the exercise of the Reserved Rights and use reasonable efforts to employ methods and practices that will not significantly impair the beneficial public values of the Property except in the event of emergency response or for routine maintenance with no excavation.
- 4. **Nature of Easement.** This Agreement creates a non-exclusive easement and runs with the land in accordance with California Civil code sections 1460 – 1461. Each covenant of either party to this Agreement to do or refrain from doing some act stated in this Agreement is expressly for the benefit of the land of the other party to this Agreement which is described in this Agreement. Each covenant runs with the land owned by or granted to the STATE and will benefit or be binding on each successive owner, during his, her, or its ownership, of any portion of the land affected by this Agreement and on each person having any interest in it derived through any owner thereof. This Agreement shall be recorded in the Official Records of the County of Shasta.

5. Opportunity to Cure. If STATE, in its reasonable discretion, determines that a violation of the terms, covenants or conditions of the Agreement, including, but not limited to, use of the Easement Area beyond the Permitted Uses, has occurred, STATE shall give written notice to GRANTEE of such violation and specify the corrective action to cure the violation (the **"Corrective Notice"**). If GRANTEE fails to cure the violation to the reasonable satisfaction of STATE within one hundred and twenty (120) calendar days after receipt of the Corrective Notice, or under circumstances where the violation cannot be cured within a one hundred and twenty (120) day period, fails to begin curing such violation within such one hundred and twenty (120) day period, or fails to continue diligently to cure and finally cure such violation to the reasonable satisfaction of STATE, such continued violation shall be deemed a breach of this Agreement and STATE shall have the right to pursue any right or remedy as provided herein or at law or in equity; provided, however, that STATE shall not have the right to terminate the Easement. Any delay by STATE in providing notice to GRANTEE of a violation or after default of any of the terms, conditions or covenants to be performed, kept or observed by GRANTEE or GRANTEE's successors and assigns shall not be deemed a waiver on the part of STATE of (i) any right or remedy as provided herein or at law or in equity, or (ii) be construed to be or act as a waiver of any of the terms, covenants or conditions herein contained to be performed, kept and observed by GRANTEE or GRANTEE's successors and assigns. Nothing contained herein shall be deemed to limit GRANTEE's right to challenge a breach or material breach declared by STATE under this Paragraph.
6. Restrictions. STATE agrees that it shall not plant any trees, crops, vines or other vegetation that naturally exceeds a height of ten feet (10') at maturity within the Electrical Strips. STATE shall not:
- (a). erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction, or add to the ground level within the immediate area of the then-existing Hydroelectric Facilities and associated Water Delivery Facilities without first submitting a work plan for GRANTEE's review and approval which approval will not be unreasonably withheld, conditioned or delayed. The work plan shall include an engineered design (if applicable), a scope of work, and an approximate schedule for commencement and completion;
  - (b). erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction, or add to the ground level within the Electrical Strips, which in the good faith sole discretion opinion of GRANTEE, constitute a hazard to persons or property, including the Hydroelectric Facilities and associated Water Delivery Facilities located within the Electrical Strips;
  - (c). deposit, or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, within the Electrical Strips, which in the good faith sole discretion opinion of GRANTEE, constitute a hazard to persons or property, including the Hydroelectric Facilities and associated Water Delivery Facilities located within the Electrical Strips; and
  - (d). STATE and Grantee acknowledge and agree that paragraphs 6 (b) and 6(c) are not intended to restrict STATE's forest management activities that are performed outside of the Electrical Strips.
7. STATE Reservation. STATE and STATE's agents, employees, licensees, lessees, invitees, contractors, and subcontractors of any tier, reserves the right to access and use the Easement Area and the Access Roads (the **"STATE Reservation"**), as long as STATES' use does not

unreasonably interfere with GRANTEE's Permitted Uses of the Easement Area and Access Roads. Additionally STATE may install fences and underground pipelines with the written consent of GRANTEE which consent shall not be unreasonably withheld.

8. Further Grants. STATE agrees to grant future easements at no cost to GRANTEE, with substantially the same provisions described herein, that are necessary for the future installation of Electric Facilities outside of the Electrical Strips ("**Future Easements**"), as long as said Future Easements do not unreasonably interfere with STATE's use of the Property.
9. Exhibits. The following Exhibits are attached to this Agreement and incorporated by reference herein.
  - a. Exhibit A      Legal Description of Property
  - b. Exhibit A-1    Property Maps
  - c. Exhibit B      [Intentionally Deleted]
  - d. Exhibit C      Description of Easement Area
  - e. Exhibit D      Map Description of Easement Area
  - f. Exhibit E      Description of Electrical Strips
  - g. Exhibit F      Map Description of Electrical Strips
  - h. Exhibit G      Additional Terms and Conditions

[SIGNATURES BEGIN ON PAGE 7]



**STATE:**

**AUTHORIZED PER GOVERNMENT CODE  
§14666**

STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES

BY: \_\_\_\_\_  
MICHAEL P. BUTLER, CHIEF  
REAL PROPERTY SERVICES SECTION

DATED: \_\_\_\_\_

**APPROVED PER GOVERNMENT CODE  
§14666:**

STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY AND FIRE  
PROTECTION

BY: \_\_\_\_\_  
MATTHEW REISCHMAN  
DEPUTY DIRECTOR, RESOURCE  
MANAGEMENT

DATED: \_\_\_\_\_

**GRANTEE:**

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

BY: \_\_\_\_\_  
ANDREW K. WILLIAMS  
VICE PRESIDENT  
SHARED SERVICES

DATED: \_\_\_\_\_

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 \_\_\_\_\_

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**

Legal Description of Property  
(Attached behind this Page)

**EXHIBIT A-1**

Property Maps  
(Attached behind this Page)

**EXHIBIT B**

[Intentionally Deleted]



**EXHIBIT C**

Description of Easement Area

**See Exhibit A. The Property is the Easement Area.**

**EXHIBIT D**

Map Description of Easement Area

**See Exhibit A-1. The Property is the Easement Area.**

**EXHIBIT E**

Description of Electrical Strips  
(Attached behind this Page)

**EXHIBIT F**

Map Description of Electrical Strips  
(Attached behind this Page)

**EXHIBIT G**

**ADDITIONAL TERMS AND CONDITIONS**

This Agreement and the Easement herein granted to GRANTEE is subject to the following additional terms and conditions:

1. All rights and obligations of STATE and SLT under the Conservation Easement are subject to the GRANTEE's rights conveyed pursuant to this Agreement.
2. This Easement is subject to existing contracts, leases, licenses, easements, encumbrances, and claims of record which may affect the Property and the use of the words "grant" and "reservation" herein shall not be construed as a covenant against the existence of any thereof.
3. GRANTEE acknowledges and covenants that their use of the Easement shall comply with the Land Conservation Commitment and Governing Documents.
4. GRANTEE agrees, at its sole cost and expense, to indemnify, protect, defend with counsel acceptable to STATE, and hold harmless STATE and its agencies, departments, boards, offices, commissions, officers, employees, agents, and representatives (collectively "Indemnitees"), from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs and expenses (including, without limitation, reasonable attorneys' fees, court costs, administrative procedural costs and experts' fees) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, Indemnitees relating to or arising directly or indirectly from: (i) GRANTEE's or GRANTEE's Representatives' occupation and use of the Easement Area and/or Access Roads pursuant to this Agreement; (ii) GRANTEE's or GRANTEE's Representatives' use, handling, generation, storage, release, transport, threatened release or disposal of Hazardous Substances on or around the Easement Area and/or Access Roads on or after the date of this Agreement; and (iii) any required or necessary remediation, repair, cleanup or detoxification and the preparation of required plans which occurs as a result of GRANTEE's or GRANTEE's Representatives' use, generation, storage, release, transport threatened release or disposal of Hazardous Substances on or around the Easement Area and/or Access Roads on or after the date of this Agreement. For the purposes of this Paragraph, "Hazardous Substances" means any hazardous or toxic material or waste that is or becomes regulated by the laws of any local governmental authority, the State of California or the United States Government under any Environmental Requirements applicable to the PARTIES in the management of property owned by them. Hazardous Substances may be defined differently based on the laws, regulations and policies applicable to each of the PARTIES to this Agreement. For purposes of this Agreement, Hazardous Substances may include, 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, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) ("CERCLA"); the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Clean Water Act (33 U.S.C. §§1251 et seq.); the Safe Drinking Water Act (33 U.S.C. § 300f et seq.); the River and

Harbors Act of 1899 (33 U.S.C. §§ 401 et seq.); the National Emission Standard for Hazardous Air Pollutants for Asbestos (40 C.F.R. §§ 61.140 et seq.); the OSHA Construction Standard (29 C.F.R. §§ 1926.1001 et seq.); the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); the Oil Pollution Act (33 U.S.C. § 300f et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§136 et seq.); the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.); the Atomic Energy Act of 1954, (42 U.S.C. §§2014 et seq.); the Nuclear Waste Policy Act of 1982 (42 U.S.C. §§10101 et seq.); the Medical Waste Management Act (Cal. Health and Safety Code §§25015 et seq.); the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13020 et seq.); the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.); the Carpenter-Presley-Tanner Hazardous Substance Account Act ( Cal. Health and Safety Code §§25300 et seq.); the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 et seq.); and all rules and regulations of the United States or California Environmental Protection Agency or any successor agency, or any other state or federal department, board or agency, or any other agency or governmental board or entity having jurisdiction, as any of the foregoing have been, or are hereafter amended from time to time; or

- b. that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any State of the United States or any political subdivision thereof having jurisdiction over the PARTIES to this Agreement; or, as applicable to GRANTOR, 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. that contains gasoline, diesel fuel or other petroleum hydrocarbons; or
- e. that contains lead-based paint or other lead contamination, polychlorinated biphenyls ("PCBs") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or
- f. that contains radon gas.

GRANTEE's duty to defend Indemnitees, is separate from, independent of and free-standing of GRANTEE's duty to indemnify Indemnitees under this Agreement, and applies whether the issue of the PARTIES negligence, breach of contract or other fault or obligations has in any way been determined. GRANTEE's indemnity obligations under this Agreement shall not extend to that portion of such loss or damage that shall have been caused by any of the Indemnitees' comparative negligence or willful misconduct. GRANTEE shall have no cleanup liability, nor any obligation to defend, hold harmless or indemnify under this Agreement from and against any claims resulting from any pre-existing Hazardous Substances conditions. This indemnity shall survive the termination of this Agreement.

5. Prior to any entry onto the Easement Area or the Access Roads under the terms of this Agreement, GRANTEE and GRANTEE's Representatives shall each, at their own expense, provide STATE evidence of insurance as follows:

- a. Commercial General Liability – GRANTEE and GRANTEE's Representatives shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy must include coverage for liabilities arising out of premises operations, independent contractors, products/completed operations, personal & advertising injury and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the GRANTEE's and/or GRANTEE's Representatives limit of liability. The policy must include: **Department of Forestry and Fire Protection, State of California, its officers, agents and employees as additional insureds.** This endorsement must be supplied under form acceptable to DGS' Office of Risk and Insurance Management.
  - b. Automobile Liability – GRANTEE and GRANTEE's Representatives shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.
  - c. Workers' Compensation and Employers' Liability – GRANTEE and GRANTEE's Representatives shall maintain statutory workers' compensation and employers' liability for all employees who will be engaged in the performance of any work and/or maintenance related to the Easement Area and/or the Access Roads. Employers' liability limits of \$1,000,000 are required. Workers' compensation policy shall contain a waiver of subrogation endorsement in favor of the STATE.
  - d. GRANTEE shall have the right to self-insure with respect to any insurance requirements under this Agreement. In the event GRANTEE elects to self-insure with respect to any insurance requirements under this Agreement, GRANTEE shall submit a letter of self-insurance signed by a duly authorized representative to STATE, evidencing that the self-insurance program is in full force and effect and in compliance with and subject to all the terms, agreements, covenants, conditions and provisions of this Agreement.
6. GRANTEE understands that this Easement will be located within a State forest, and GRANTEE agrees to abide by certain regulations and restrictions set forth in subparagraphs a. through d. of this Paragraph, concerning GRANTEE'S access and use of the Easement Area and/or the Access Roads:
- a. Use of any part of the Property outside of the Easement Area, Access Roads, and/or routes for any reason by GRANTEE or GRANTEE's Representatives shall be restricted to that use reasonably necessary in connection with the construction, operation, maintenance and repair of the Hydroelectric Facilities and associated Water Delivery Facilities, and Electric Facilities.
  - b. GRANTEE shall be solely responsible for the maintenance and repair of any damage caused by its use of the Easement Area at no cost to STATE. GRANTEE further agrees that any erosion or drainage problems caused by the use of the Easement Area by GRANTEE and GRANTEE's Representatives shall be corrected by GRANTEE without cost to STATE and to the reasonable satisfaction of the STATE.

- c. GRANTEE shall be solely responsible for the repair of any damage caused by its use of the Access Roads and/or routes, excluding fair wear and tear from normal usage. For so long as the Access Roads and routes shall exist in private ownership, STATE and GRANTEE and their respective successors and assigns, shall bear the expenses of the reasonable maintenance of the Access Roads and/or routes in proportion to their respective use. Reasonable maintenance shall include such work as is necessary to maintain said Access Roads and/or routes in their existing condition as unpaved roads in good, usable condition, but shall not include the enlargement of or betterment of the Access Roads and/or routes.
  - d. GRANTEE shall not consent to the use of the Easement Area, Access Roads, and/or routes by any member of the general public not associated with any of the Permitted Uses without first obtaining written approval from STATE.
7. In making any excavation in the Easement Area and/or the Access Roads, GRANTEE shall make all excavation activities available to the STATE archaeologist for observation and monitoring. During excavation, the STATE archaeological monitor may observe and report to the STATE on all excavation. STATE archaeological monitor shall be empowered to stop construction activities in the event the monitor determines that significant cultural resource values are being disturbed. In the event that significant cultural resource values are being disturbed, all work within thirty feet (30') of the find shall be immediately halted.

Should GRANTEE or GRANTEE's Representatives find any cultural or historical resources in the absence of a STATE archaeologist, GRANTEE covenants to halt all work within thirty feet (30') of the find and immediately notify the STATE archaeological monitor. GRANTEE further covenants that work shall not resume within thirty feet (30') of the find until authorized by the STATE archaeological monitor. Should human bone or bones of questionable appearance be disturbed during excavation, GRANTEE agrees to halt all excavation within thirty feet (30') until the County Coroner and a representative of the local Native American community have examined the remains and determined disposition. The archaeological conditions shall comply with STATE directives, policies, regulations and laws, including, but not limited to, Public Resources Code §5024 and §5097 which outline procedures in the event Native American remains are discovered. Work shall not resume in the area of the find until authorized by the STATE archaeological monitor.

GRANTEE and/or GRANTEE's Representatives shall provide a work schedule to STATE so that the STATE archaeological monitor can arrange to be on site on the necessary days; GRANTEE agrees to notify the STATE archaeologist of any preconstruction meetings with GRANTEE's Representatives. Except in the case of emergencies the archaeologist should be provided at least two (2) weeks advanced notice of the construction start date. In the event of emergency work, GRANTEE will provide notice to the archaeologist within one (1) week of when the emergency work is discovered.

8. This Agreement shall be governed and construed by the laws of the State of California. The successive owners of the Property are bound by this Easement for the benefit of the GRANTEE. This Easement will be permanent and perpetual except as specifically provided herein.
9. GRANTEE shall have sole responsibility for obtaining all applicable city and county authorizations necessary to enjoy this Easement. STATE agrees to provide such



reasonable cooperation, subject to reimbursement by GRANTEE of STATE's administrative expenses, as may be deemed appropriate by STATE to enable GRANTEE to implement and exercise the rights granted herein, including but not limited to the completion and/or execution of any applications, rights of access, and other supporting or required documentation necessary to GRANTEE'S processing and obtaining local, state and federal approvals of the Permitted Uses on the Easement Area and/or the Access Roads.

10. Any notice, tender, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered, mailed or sent by wire or other telegraphic communication in accordance with the time frames and any other requirements provided in this Agreement, to the following persons:

STATE: State of California  
Department of Forestry & Fire Protection  
1300 U Street (A-45)  
Sacramento, CA 95817  
Attn: Technical Services Section

With copies to: State of California  
Department of General Services  
707 Third Street, 5<sup>th</sup> Floor (MS 505)  
West Sacramento, CA 95605  
Attn: RESD/RPSS--Acquisitions Unit

GRANTEE: Manager, Hydro Support  
Pacific Gas and Electric Company  
2730 Gateways Oaks, Suite 220  
Sacramento, CA 95833

With copies to: Law Department  
Pacific Gas and Electric Company  
P.O. Box 770000, Mail Code N10A  
San Francisco, CA 94177  
Re: Land Conservation Commitment

The PARTIES may change the person to be provided notice or the address for notices to be sent by giving notice pursuant to this section.

## **Attachment I**

**Environmental Agreement – (Fee Donee)**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

PACIFIC GAS AND ELECTRIC COMPANY  
245 Market Street, N10A, Room 1015  
P.O. Box 770000, Mail Code N10A  
San Francisco, CA 94177

WITH A COPY TO:

State of California – Official Business  
Department of General Services  
707 3rd Street, MS-501  
West Sacramento, CA 95605  
Attention: RPSS-Acquisitions

---

**ENVIRONMENTAL AGREEMENT  
(Fee Grantee)**

THIS ENVIRONMENTAL AGREEMENT ("Agreement"), dated \_\_\_\_\_, \_\_\_\_\_, executed by and between the STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF FORESTRY AND FIRE PROTECTION ("STATE") and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("GRANTOR"), is entered into with reference to that certain Property Acquisition Agreement dated \_\_\_\_\_, \_\_\_\_\_, by and between STATE and GRANTOR ("Transaction Agreement"), pursuant to which GRANTOR is conveying to STATE fee title to that certain real property legally described in Exhibit A hereto and made a part hereof, and shown on Exhibit A-1 hereto and made a part hereof (the "Property"). GRANTOR and STATE are collectively referred to herein as the "PARTIES" and each is sometimes referred to as a "PARTY."

In consideration of, and as a material inducement to, GRANTOR's conveyance of the Property to STATE and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR and STATE hereby agree as follows:

1. Definitions. The following terms have the meanings ascribed to them below for purposes of this Agreement:

1.1. "Applicable Laws" means all 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 that regulate the conduct of either GRANTOR or STATE in the management of their respective real property or Hazardous Substances (defined below in Paragraph 1.5); provided, however, that nothing in this Agreement is intended to express or imply consent of the STATE to the regulation of its conduct under any law, regulation, order, policy or other provision of any unit of local government the application of which the California State Legislature has not previously expressly waived the sovereign immunity of the STATE.

1.2. "Closing Date" means the date on which the Grant Deed is recorded in the Official Records of the County of Shasta conveying fee title to the Property to STATE pursuant to the terms of the Transaction Agreement.

1.3. "Environmental Requirements" means Applicable Laws regulating the actions of GRANTOR or STATE 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. The Environmental Requirements applicable to each PARTY may differ based on the laws, regulations and policies regulating the actions of each PARTY.

1.4. "Grant Deed" means the Grant Deed and Reservation of Rights conveying title to the Property from GRANTOR to STATE.

1.5. "Hazardous Substances" means any hazardous or toxic material or waste that is or becomes regulated by the laws of any local governmental authority, the State of California or the United States Government under any Environmental Requirements. applicable to either GRANTOR or STATE in the management of property owned by either. Hazardous Substances may be defined differently based on the laws, regulations and policies applicable to each PARTY to this Agreement. For purposes of this Agreement, Hazardous Substances may include, 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, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) ("CERCLA"); the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Federal Water Pollution Control Act (33 U.S.C. § 1151 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Safe Drinking Water Act (42 U.S.C. § 300f et seq.); the River and Harbor Act of 1899 (33 U.S.C. § 401 et seq.); the National Emission Standard for Asbestos (40 C.F.R. § 61.140 et seq.), the OSHA Construction Standards (29 C.F.R. § 1926.1001 et seq.); the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); the Oil Pollution Act (33 U.S.C. § 2701 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §136 et seq.); the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.); the Atomic Energy Act of 1954, (42 U.S.C. §2011 et seq.); the Nuclear Waste Policy Act of 1982 (42 U.S.C. §10101 et seq.); the Medical Waste Management Act (Cal. Health & Safety Code §25015 et seq.); the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13000 et seq.); the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.); the Carpenter-Presley-Tanner Hazardous Substance Account Act ( Cal. Health and Safety Code § 25300 et seq.); the Hazardous Waste Act (Cal. Health & Safety Code § 25100 et seq.); and all rules and regulations of the United States or California Environmental Protection Agency or any successor agency, or any other state or federal department, board or agency, or any other agency or governmental board or entity having jurisdiction, as any of the foregoing have been, or are hereafter amended from time to time; or

(b) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof having jurisdiction over either PARTY to this Agreement; or which causes, or is 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) that contains gasoline, diesel fuel or other petroleum hydrocarbons; or

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

(f) that contains radon gas.

1.6. "Necessary Remediation" means Remediation required by any governmental agency having jurisdiction over the Remediation pursuant to the applicable Environmental Requirements, to address a Hazardous Substances release or disposal, or to enable the current use of the Property as of the Closing Date.

1.7. "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 applicable Environmental Requirements.

## 2. History of Use and Current Uses of the Property.

2.1. GRANTOR has prepared certain Environmental Reports concerning the Property. Copies of these Environmental Reports as described on Exhibit B (the "Environmental Reports") have been provided to STATE.

2.2. STATE has prepared an Environmental Site Assessment dated May 2020 and issued an updated Condition of Property Statement May 25, 2022.

3. Environmental Agreement. GRANTOR and STATE agree that each will comply with Applicable Laws regulating the conduct of each with respect to any storage, disposal or release of a Hazardous Substance in, on or to the Property based on Environmental Requirements applicable to each PARTY.

3.1. GRANTOR's obligations under this Paragraph 3 are supplemented by the "Stipulation Resolving Issues Regarding Land Conservation Commitment dated April 22, 2002, and filed with the Public Utilities Commission of the State of California" filed in the Commission's Investigation I02-04-026 under the Commission's "Order Instituting Investigation into the

Ratemaking Implications for Pacific Gas and Electric Company (PG&E) Pursuant to the Commission's Alternative Plan of Reorganization Under Chapter 11 of the Bankruptcy Code for PG&E in the United States Bankruptcy Court, Northern District of California, San Francisco Division, In re Pacific Gas and Electric Company, Case No. 01-30923DM (U 39M)" (hereafter "Stipulation"). In the Stipulation, GRANTOR agreed, among other provisions, to convey some of the lands it owns under the terms in the Stipulation to suitable donees, and further agreed as follows:

"In disposition of fee title, PG&E will hold the donee harmless for hazardous waste or substance liability, provided that PG&E may decline to agree to such disposition unless the Commission first authorizes PG&E to recover the costs of such liability and any associated mitigation or remediation in rates. In the absence of such authorization related to fee title, PG&E will convey a conservation easement that holds the donee harmless for such liability; provided that no such easement will permit any use that increases human exposure to hazardous waste or substance, unless the Commission first authorizes PG&E to recover the costs of any necessary mitigation or remediation in rates."

The terms of the Stipulation were formally adopted and approved by the California Public Utilities Commission by Decision 03-12-035, issued December 18, 2003, in Investigation I.02-04-026 and apply to this donation.

3.2. STATE warrants that it has no actual knowledge of any release or threatened release of Hazardous Substances in, on, to, beneath or from the Property except as disclosed in Paragraph 2, above. As used herein, the "actual knowledge" of the STATE means the current actual, not imputed, knowledge of STATE's Representative, without any duty of investigation or inquiry. As used herein, "STATE's Representative" means Dakota Smith, who is the employee of STATE familiar with the Property.

3.3. GRANTOR's obligation under this Agreement with regard to Hazardous Substances is limited to the Necessary Remediation of Hazardous Substances which were released onto the Property prior to the Closing Date. None of the forgoing limits GRANTOR's obligations under any Applicable Laws.

3.4. GRANTOR's retention of responsibility in this Paragraph 3 shall exclude:

(a) Remediation of naturally-occurring Hazardous Substances;

(b) Remediation of Hazardous Substances present at background or ambient concentrations;

(c) Remediation of Hazardous Substances in excess of Necessary Remediation, if any, that otherwise would have been the responsibility of GRANTOR in accordance with this Agreement, where such excess Remediation is caused by STATE or as a result of STATE's negligence, including Remediation necessitated by STATE's exacerbation of a Hazardous Substance release present as of the Closing Date. The preceding sentence is not intended to allocate GRANTOR's responsibility to undertake Necessary Remediation to STATE as otherwise would have been required by GRANTOR in accordance with this Agreement; and

(d) Liability to parties other than STATE (i.e. successors and assigns of STATE).

None of the forgoing in this Section 3.4 limits GRANTOR's obligations under any Applicable Laws.

4. Performance and Completion of Necessary Remediation. Any Necessary Remediation performed hereunder shall be conducted in a manner consistent with applicable Environmental Requirements and shall be considered complete when the PARTY conducting the Necessary Remediation obtains from the California Department of Toxic Substances Control or other governmental agency with jurisdiction over the matter, a "No Further Remedial Action Required Letter," "Certificate of Completion," or similar governmental certification indicating that additional Remediation is not required for the current land use from the governmental agency with jurisdiction over the performance of the Necessary Remediation. STATE shall allow GRANTOR necessary and reasonable access to the property to perform any Necessary Remediation that GRANTOR is required to perform under the terms of this Agreement on such terms and conditions as are mutually agreed by the PARTIES.

5. Dispute Resolution. In the event of a disagreement or dispute related to this Agreement, the PARTIES hereto agree first to seek an administrative resolution of the dispute by meeting prior to resorting to legal action for enforcement of this Agreement. The meeting will involve representatives for each of the PARTIES with an appropriate level of authority to consider and attempt to resolve the disputed matter. Each PARTY shall bear its own costs for participation in the administrative dispute resolution ("ADR") process and shall be entitled to be accompanied by in-house or outside counsel. Either PARTY may give the other PARTY written notice of any disagreement or dispute and its election to initiate the ADR process. Within thirty (30) days after delivery of said notice, the representatives will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the disagreement or dispute. If the matter has not been resolved within sixty (60) days of the first meeting, then either PARTY may seek relief in a court of competent jurisdiction. Notwithstanding the foregoing, either PARTY may seek equitable, legal or administrative relief pursuant to or necessary to comply with the California Tort Claims Act (generally, California Government Code §§ 810-996.6, and its progeny) or similar applicable statutes (if any) to preserve the status quo prior to participating in the ADR process or at any time during the ADR process.

6. Other Provisions.

6.1. This Agreement shall be binding upon and inure to the benefit of the heirs, assignees and other successors in interest of STATE and GRANTOR. No transfer of an interest in the Property or this Agreement by STATE or its assignees shall operate to relieve GRANTOR or STATE of their obligations hereunder. This Agreement shall not create or bestow any right in any third party. STATE and GRANTOR agree that no third party beneficiary to this Agreement exists and that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status.

6.2. The failure of GRANTOR or STATE to insist upon strict compliance with any of the terms hereof shall not be considered to be a waiver of any of the other terms of this Agreement, nor shall it militate against the right of GRANTOR or STATE to insist upon strict compliance with any term of this Agreement at any later time.

6.3. This Agreement shall not constitute or be construed as an admission of liability or fact by GRANTOR or STATE for any purpose whatsoever.

6.4. STATE and GRANTOR shall execute, acknowledge and deliver to each other all documents, and shall take all actions reasonably required by each of them from time to time to confirm or effect the matters set forth herein, or otherwise to carry out the purposes of this Agreement.

6.5. The representations, warranties, covenants, and agreements of GRANTOR and STATE contained in this Agreement shall survive the recordation of the Grant Deed.

6.6. Time is of the essence of this Agreement.

6.7. This Agreement shall be governed by the laws of the State of California.

6.8. If any portion, word, clause, phrase, sentence or paragraph of this Agreement is declared void or unenforceable, such portion shall be considered independent and severable from the remainder, and the validity of the remainder of the terms of this Agreement shall remain unaffected.

6.9. This Agreement sets forth the entire understanding of STATE and GRANTOR in connection with the subject matter hereof, and each acknowledges that the other has made no statement, representation or warranty relating to the Property upon which either has relied or that acted as an inducement for either to enter into this Agreement. GRANTOR's and STATE's obligations under this Agreement may not be altered or amended in any respect except by a writing executed by both STATE and GRANTOR and recorded in the same Official Records where this Agreement is recorded.

6.10. The covenants contained in this Agreement shall survive the conveyance of title to the Property from GRANTOR to the STATE, shall be construed as running with the title to the Property conveyed by GRANTOR to STATE, and may be enforced by either PARTY, subject to the Dispute Resolution provisions in Paragraph 5, above.

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

[Signature page follows]



IN WITNESS WHEREOF, GRANTOR and STATE have executed this Agreement as of the date first written above.

GRANTOR:

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

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

STATE:

STATE OF CALIFORNIA,  
Department of Forestry and Fire Protection

By: \_\_\_\_\_  
Matthew Reischman  
Deputy Director  
Resource Management

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**  
**(Attached behind this Page)**

**EXHIBIT A-1**

**PROPERTY MAPS**  
**(Attached behind this Page)**

**EXHIBIT B**

**LIST OF ENVIRONMENTAL REPORTS**

1. Environmental Site Assessment Refresh, Pit River Planning Unit, prepared by AMEC Foster Wheeler Environment and Infrastructure, Inc., dated December 2015.
2. Environmental Site Assessment Pit River Planning Unit, prepared by AMEC Geomatrix, Inc., dated April 29, 2011.
3. ESA Support information – PG&E Files, Pit River Planning Unit, prepared by AMEC Geomatrix, Inc., dated June 2010.
4. Sampling Results Memorandum – Former Debris Area, Pit River Planning Unit (Shasta County), prepared by AMEC Environmental and Infrastructure, Inc., dated December 13, 2013.
5. Sampling Results Memorandum – Debris Area, Pit River Planning Unit (Shasta County), prepared by AMEC Environmental and Infrastructure, Inc., dated July 11, 2012.
6. Sampling Results Memorandum – Pit River Planning Unit Tunnel Reservoir Planning Unit, Battle Creek Planning Unit, and Burney Gardens Planning Unit (Shasta County), prepared by AMEC Environmental and Infrastructure, Inc., dated October 21, 2011.
7. Environmental Site Assessment Refresh Tunnel Reservoir Planning Unit, prepared by AMEC Foster Wheeler Environment and Infrastructure, Inc., dated December 2015.
8. Environmental Site Assessment Tunnel Reservoir Planning Unit, prepared by AMEC Geomatrix, Inc., dated April 29, 2011.
9. ESA Support information – PG&E Files, Tunnel Reservoir Planning Unit, prepared by AMEC Geomatrix, Inc., dated April 2011.
10. Sampling Results Memorandum – PSEA Camp DeSabra and PSEA Camp Pit, prepared by AMEC Geomatrix, Inc., dated March 18, 2011.
11. Sampling Results Memorandum – Big Bend Volunteer Fire Station, Tunnel Reservoir Planning Unit (Shasta County), prepared by AMEC Environment & Infrastructure, dated July 3, 2012.
12. Sampling Results Memorandum – Camp Pit - Tunnel Reservoir Planning Unit (Shasta County), prepared by AMEC Environment & Infrastructure, dated July 2, 2012.

13. Sampling Results Memorandum – Stream Gauging Station, Tunnel Reservoir Planning Unit (Shasta County), prepared by AMEC Environmental and Infrastructure, Inc., dated January 15, 2013.
14. Sampling Results Memorandum – Stream Gauging Station, Tunnel Reservoir Planning Unit (Shasta County), prepared by AMEC Environmental and Infrastructure, Inc., dated July 11, 2012.
15. Asbestos and Lead Survey Report, PG&E Pit Camp, Northwest of Burney, California, prepared by Forensic Analytical Consulting Services, dated November 30, 2011.

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 \_\_\_\_\_

**Stewardship Council's List of Individuals and Entities to Whom it has Provided Notice Regarding (Pit River/Tunnel Reservoir Donated)**

<b>OWNER</b>	<b>CARE OF</b>	<b>MAIL ADDRESS</b>	<b>CITY, STATE &amp; ZIP CODE</b>
<b><u>WITHIN A MILE MAILING</u></b>			
See Attached			
<b><u>WATER AGENCY MAILING</u></b>			
Burney Water District		20222 Hudson St	Burney, CA 96013
Fall River Mills CSD		24850 3rd St	Fall River Mills CA 96028
Deer Creek Irrigation District	John Edson	P.O. Box 3	Vina, California 96092
Sanford Vina Irrigation District	Bill Berens	P.O. Box 248	Vina, CA 96092
<b><u>CITIES/TOWNS AFFECTED MAILING</u></b>			
None			
<b><u>BOARD OF SUPERVISORS MAILING</u></b>			
Les Baugh	Shasta County- District 5	1450 Court St., Suite 308B	Redding, CA 96001-1673
David A. Kehoe	Shasta County- District 1	1450 Court St., Suite 308B	Redding, CA 96001-1673
Leonard Moty	Shasta County- District 2	1450 Court St., Suite 308B	Redding, CA 96001-1673
Mary Rickert	Shasta County- District 3	1450 Court St., Suite 308B	Redding, CA 96001-1673
Steve Morgan	Shasta County- District 4	1450 Court St., Suite 308B	Redding, CA 96001-1673
<b><u>NATIVE AMERICAN TRIBAL MAILING</u></b>			
Mickey Gemmill Jr, Chairperson	Pit River Tribe	36970 Park Ave	Burney, CA 96013-4072
Jack Potter Jr. , Chairman	Redding Rancheria	2000 Redding Rancheria Road	Redding, CA 96001-5528
Roy Hall, Chairperson	Shasta Nation	P.O. Box 1054	Yreka, CA 96097
Caleen Sisk, Tribal Chief and Spiritual Leader	Winnemem Wintu Tribe	14840 Bear Mountain Road	Redding, CA 96003
Wade McMaster, Chairman	Wintu Tribe of Northern California	P.O. Box 995	Shasta Lake, CA 96019
Robert Burns	Wintun Educational and Cultural Council	P.O. Box 483	Hayfork, CA 96041
<b><u>INDIVIDUALS &amp; ENTITIES WHO SUBMITTED COMMENTS</u></b>			
Joseph Vermilyea		e-mail only	<a href="mailto:jsvermilyea@gmail.com">jsvermilyea@gmail.com</a>
Alam & Glenna Sollid		P.O. Box 241	Montgomery Creek, CA 96065



**Stewardship Council's List of Individuals and Entities to Whom it has Provided Notice Regarding (Pit River/Tunnel Reservoir Donated)**

Mark Henderson		P.O. Box 220	Big Bend, CA 96011
David Green		P.O.Box 250	Big Bend, CA 96011
<b><u>INDIVIDUALS &amp; ENTITIES WHO SPOKE AT BOARD MEETING ON (9/19/2018)</u></b>			
None			
<b><u>OTHER ORGANIZATIONS THAT SUBMITTED LSP</u></b>			
Bureau of Land Management			
University of California			

DONALD J MANIKOSKI		BOX 27	BIG BEND CA 96011 27
AMY DONG		GENERAL DELIVERY	REDDING CA 96049 9999
STANLEY C & MCKINNEY LYNN A PERKINS		P O BOX 6	BIG BEND CA 96011
INDIAN SPRINGS SCHOOL DIST		P O BOX 70	BIG BEND CA 96011
BOOKER R HENDERSON	C/O PAUL HENDERSON	PMB 110 8863 GREENBACK L	ORANGEVALE CA 95662
RODNEY G & SUSAN M MCNABB		PO BOX 103	MONTGOMERY CREEK CA 96065
HANNAH & BALL CHAD COOPER		PO BOX 105	MONTGOMERY CREEK CA 96065
DONALD R & MAE E CONNELLY		PO BOX 111	BIG BEND CA 96011
LAURENCE & KATRINA A CANTRELL		PO BOX 111	BIG BEND CA 96011
JANET V HOLM		PO BOX 112	BIG BEND CA 96011
STAFFORD E GALEN		PO BOX 1131	BELLA VISTA CA 96008
BARBER M DONNIE		PO BOX 121	BIG BEND CA 96011
RICHARD ANTHONY & ROBERT JOHN MCGREGOR		PO BOX 1219	PEBBLE BEACH CA 93953
BEVERLY GAIL WALKER		PO BOX 123	MONTGOMERY CREEK CA 96065
COVE WOODS LLC		PO BOX 123	MONTGOMERY CREEK CA 96065
FRANCES R CANTRELL EDNA	C/O FREDRICK GERGSO	PO BOX 126	BIG BEND CA 96011
COBY D & CHRISTEL DI MAIO		PO BOX 13	MONTGOMERY CREEK CA 96065
ROBERT AARON MACMILLAN		PO BOX 131	BIG BEND CA 96011
VIRGIL & JANIE GRAY		PO BOX 14	MONTGOMERY CREEK CA 96065
GARY WILLIAM & TERRI SORANNO ORWIG		PO BOX 143	BIG BEND CA 96011
SHERRY L BAUGHER		PO BOX 144	BIG BEND CA 96011
BILL MCBREAIRTY		PO BOX 145	BIG BEND CA 96011
BIG BEND COMMUNITY LAND TRUST INC		PO BOX 151	BIG BEND CA 96011
TANC		PO BOX 15129	SACRAMENTO CA 95851
FLOYD A & MARGARET MOORE		PO BOX 152	BIG BEND CA 96011
BIG BEND HOT SPRINGS PROJECT LLC		PO BOX 153	BIG BEND CA 96011
SHIRE SPRINGS LLC		PO BOX 161	BIG BEND CA 96011
OSA FAMILY TRUST	JOSEPH L & MARGARET	PO BOX 176	MONTGOMERY CREEK CA 96065
AUDREY L LIV MARTIN		PO BOX 1821	BURNEY CA 96013
LAVERNA J BARBER		PO BOX 187	BIG BEND CA 96011
CLYDE S & GLORIA A REES		PO BOX 191	WHITMORE CA 96096
LANE LEABOW		PO BOX 191	BIG BEND CA 96011
JERRY FRANKS		PO BOX 193	BIG BEND CA 96011
FRANK DOUGLAS GIDA		PO BOX 203	BIG BEND CA 96011
HEBERT FAMILY TRUST	STEVEN CRAIG & JOYCE	PO BOX 206	BIG BEND CA 96011
LENARD & LORI TOMAS		PO BOX 206	MONTGOMERY CREEK CA 96065
FRED CARLOS NEWELL		PO BOX 211	BIG BEND CA 96011
MICHAEL NETH		PO BOX 213	BIG BEND CA 96011
MARK H HENDERSON	MARK H HENDERSON T	PO BOX 220	BIG BEND CA 96011
MARINA JADE PHILLIPS-KISSE		PO BOX 221	BIG BEND CA 96011
JOHN O & ROXIE L JARRETT		PO BOX 23	BIG BEND CA 96011
CAROL CANTRELL		PO BOX 231	MONTGOMERY CREEK CA 96065
LORI L ARELLANO		PO BOX 234	MONTGOMERY CREEK CA 96065
MACMILLAN FAMILY TRUST		PO BOX 234	BIG BEND CA 96011
LINDSAY CORZINE		PO BOX 235	BIG BEND CA 96011
BENJAMIN KEATHLEY		PO BOX 236	DOUGLAS CITY CA 96024
ISAIAH HAYS		PO BOX 24	BIG BEND CA 96011
ALAN C & GLENNA J SOLLID		PO BOX 241	MONTGOMERY CREEK CA 96065
SHALEAF SIROIS		PO BOX 242	BIG BEND CA 96011 242
MICHAEL MCELRAVY		PO BOX 245	BIG BEND CA 96011
MICAH MACMILLAN		PO BOX 25	BIG BEND CA 96011
DAVID B & VICTORIA E GREEN		PO BOX 250	BIG BEND CA 96011
KENNETH A & KAREN A KOLSTAD		PO BOX 26	BIG BEND CA 96011
ADRIANA & CARRENO SABRINA VAUGHAN		PO BOX 275	MONTGOMERY CREEK CA 96065
JENNIFER & SANSPREE CHRISTOPHER WYATT		PO BOX 275	BIG BEND CA 96011
GUILIANO & ALVAREZ ESTRA BORGNA		PO BOX 28	BIG BEND CA 96011
GUILIANO & CARR LAURA BORGNA		PO BOX 28	BIG BEND CA 96011
STANLEY C & MCKINNEY LYNN A PERKINS		PO BOX 280	BIG BEND CA 96011
DONALD & SANDRA MCKINNEY		PO BOX 281	BIG BEND CA 96011

JOHN S & CINDY J ASHER		PO BOX 291	MONTGOMERY CREEK CA 96065
KEVIN DALE & BEARD DARLA MICHELLE CORNELIUS		PO BOX 293	MONTGOMERY CREEK CA 96065
BILLIE R & GINA BARBER		PO BOX 296	MONTGOMERY CREEK CA 96065
RON & DIANE AMERIO		PO BOX 296	MONTGOMERY CREEK CA 96065
FREDERICK A MAYER		PO BOX 299	MONTGOMERY CREEK CA 96065
CLARK C & SAUNDRA FRONTIN		PO BOX 308	MONTGOMERY CREEK CA 96065
DANEAN DAN CHRISTIANSEN		PO BOX 31	BIG BEND CA 96011
ROCK GARDEN SPRINGS INC		PO BOX 33	BIG BEND CA 96011 33
CARDENAS FAMILY REV LIV TRUST	CARDENAS ANTHONY &	PO BOX 3386	CHICO CA 95927
ROBERT & MONICA SAULMON		PO BOX 359	MONTGOMERY CREEK CA 96065 359
KATHERINE M & SHELLY A WARNER		PO BOX 37	BIG BEND CA 96011
MAIO DI	CHARLES & JOAN MARI	PO BOX 382	MONTGOMERY CREEK CA 96065
ALBERT A HUITRIC		PO BOX 393	MONTGOMERY CREEK CA 96065
MCCLESKEY FAMILY 2018 TRUST	DALE L & JUDITH J MCC	PO BOX 395	MONTGOMERY CREEK CA 96065
BILL W WATSON		PO BOX 397	MONTGOMERY CREEK CA 96065
BIG BEND COMMUNITY CLUB		PO BOX 41	BIG BEND CA 96011 41
HENRIKSEN PROPERTIES LLC		PO BOX 437	TANGENT OR 97389
DONALD & BEVERLY SHERMAN	BEVERLY J SHERMAN TI	PO BOX 455	ROUND MOUNTAIN CA 96084
VICTOR & HELEN M LAMMERS	HELEN MARGUERITE L	PO BOX 491528	REDDING CA 96049
ELMER L HENDERSON		PO BOX 492204	REDDING CA 96049
SIERRA PACIFIC HOLDING CO		PO BOX 496014	REDDING CA 96049
SIERRA PACIFIC INDUSTRIES	C/O NELSON CREEK PO	PO BOX 496028	REDDING CA 96049
MICHELLE M BAYDO		PO BOX 52	BIG BEND CA 96011
MICHAEL SCOTT & LAURIE L BERTELOTTI		PO BOX 54	BIG BEND CA 96011
JANET L DUELL	JANET L DUELL TR	PO BOX 543	SHASTA CA 96087
LARRY J & WILLEAN C ENNIS		PO BOX 58	MONTGOMERY CREEK CA 96065
MARIE ANN EPPERSON		PO BOX 63	BIG BEND CA 96011
JOHN E BURNETT		PO BOX 65	ROUND MOUNTAIN CA 96084
TANC		PO BOX 661030	SACRAMENTO CA 95866
PATRICK & COWLES SEAN BLACKBURN		PO BOX 68	BIG BEND CA 96011
DONNIE FERGUSON		PO BOX 70687	SHASTA LAKE CA 96079 687
SCOTT A FULLER		PO BOX 712	RIVER FALLS WI 54022
WILLIAM M & MARJORIE M SCOTT		PO BOX 74	BIG BEND CA 96011
GAYLORD G & AMY L MOORE		PO BOX 75	BIG BEND CA 96011
SNOW MOUNTAIN HYDRO LLC		PO BOX 7867	BOISE ID 83707
DOUGLAS WAKEFIELD		PO BOX 87	BIG BEND CA 96011
EUGENE ARTHUR ANDERSON		PO BOX 9	BIG BEND CA 96011
TALAL JAMMAL		PO BOX 9142	BERKELEY CA 94709
WILLIAM ANDREW BRODERICK	WILLIAM ANDREW BRC	PO BOX 94	BIG BEND CA 96011
PETER M LONNIES		PO BOX 949	ARCATA CA 95518
TOBIAS BOWMAN		PO BOX 95	BURNEY CA 96013
SHIRE SPRINGS LLC		PO BOX 97	BIG BEND CA 96011
GARY R SHOUSE	GARY R SHOUSE TR	PO BOX 99	MONTGOMERY CREEK CA 96065
SHASTA FORESTS TIMBERLANDS LLC	C/O W M BEATY & ASSI	PO BOX 990898	REDDING CA 96099 898
MARY E AXELSON		PO BOX 991923	REDDING CA 96099 1923
JAMES F & MARY M CARRARA	FAMILY TRUST	RT 2 BOX 60-B	MONTGOMERY CREEK CA 96065
JESSIE L & SHIRLENE J GREEN		STAR RT BOX 82	BIG BEND CA 96011
NORMA V CHUMLEY		1009 CENTRAL AVE	SHASTA LAKE CA 96019
SIDNEY & CATHERINE BAILEY		1032 ANTELOPE GAP RD	WHEATLAND WY 82201
RUBY L SNODGRASS		10345 WALNUT GROVE CT	YUCAIPA CA 92399
PAUL & ANDRA DAMICO		10390 SWEDE CREEK RD	PALO CEDRO CA 96073
WILLIAM & PAMELA CASEY		10880 NEW AVE	GILROY CA 95020
ALLEN A ARTHUR KEVIN		109 G ST	REDWOOD CITY CA 94063
REED E PETERSON	C/O REED B PETERSON	1100 ECHO RD #34	REDDING CA 96002
FRANK KURT SARAGOSA		1117 PARKVIEW DR	OCEANSIDE CA 92057 1963
MICHAEL J VAN STEEN		115 GEORGETOWN PL	CRESCENT CITY CA 95531
DIETHELM FAMILY CREDIT SHELTER TRUST C		116 PLEASANT PL	ANTIOCH CA 94509
DANIEL ELLIOTT		12065 LEWIS LN	REDDING CA 96003
WILLIAM A & ANNA M BLETCHER		12304 NE 40TH CIR	VANCOUVER WA 98682

SILLER BROS INC		1255 SMITH RD	YUBA CITY CA 95991
ANDEWIEL REVOCABLE LIVING TRUST	JEFFREY R & JEANETTE	13 FAYE CT	PETALUMA CA 94952
EVA KENNICOTT REED	C/O SHARON L MCCAR	13505 SE RIVER RD #4210	PORTLAND OR 97222
JEREMY R EDSON		1425 REED DR	DIXON CA 95620
KEE FAMILY TRUST	HENRY J & LAURENE M	151 DILLON DR	VALLEJO CA 94589 1681
PAUL & ANDRA DEE DAMICO		16538 CLEAR CREEK RD	REDDING CA 96001
SHELBY F HENDERSON		17152 CEDAR RD	LAKE OSWEGO OR 97034
ANITA-BETH & CLIFFORD C FRANCIS-WILSON		180 CHESTNUT AVE	RED BLUFF CA 96080
JOHN C L KINNER	C/O DORA FRANCIS KIN	1800 KALAMA RIVER RD	KALAMA WA 98625
SHASTA COUNTY OF		1855 PLACER ST	REDDING CA 96001
MORELAND-SMITH FAMILY TRUST	JERRY LEE & CAROL J M	19295 DESIREE CT	COTTONWOOD CA 96022
SLEEPY CREEK HOME TRUST	WALTER FREDERICK &	1941 BRONCO ST	SANTA ROSA CA 95403
ROBERT CLINTON & TERESA JUNE ENNIS		19634 OJAI DR	COTTONWOOD CA 96022
LAUREL D & DELORIA LAUREL RANDOLPH		1992 KENYON DR	REDDING CA 96001
WENDELL O & CAROLYN J GUTTER	WENDELL O & CAROLYN	205 SEQUOIA WAY	APTOS CA 95003
JAMES NEWELL		20830 BIG BEND RD	MONTGOMERY CREEK CA 96065
OSA FAMILY TRUST	JOSEPH L & MARGARET	21422 SLEEPY CREEK RD	MONTGOMERY CREEK CA 96065
GEORGE R STENLUND		21440 COVE RD	MONTGOMERY CREEK CA 96065
WILLIAM EPPERSON		21495 A BIG BEND RD	MONTGOMERY CREEK CA 96065
MISTY WHITEHURST		21498 BIG BEND RD	MONTGOMERY CREEK CA 96065
FOREST B CALDWELL		21515 BIG BEND RD	MONTGOMERY CREEK CA 96065
LONNIE A & BRIGGS MARGARET E GUFFEY		21575 SLEEPY CREEK RD	MONTGOMERY CREEK CA 96065
TRISUSANTI TEAGUE	TRISUSANTI TEAGUE TR	21576 JACKS LN	MONTGOMERY CREEK CA 96065
ROBERT L HEATON	PATRICK HEATON SUC	21693 BIG BEND RD	MONTGOMERY CREEK CA 96065
WILLIAM A & ZO ANN C SMERBER	FAMILY TRUST	21774 TANTAU LN	MONTGOMERY CREEK CA 96065
CHAD J & KELLER MICHAEL ALEXANDER BALL		2205 HILLTOP BOX 3027	REDDING CA 96002
VORIS VAN	BRIAN J & NANCY J VAN	22057 BRUNDAGE RD	PALO CEDRO CA 96073
GREG M CREVELING		22238 ELK TRL	REDDING CA 96003
CHARLYNNE COOPER		227 W 1560 N	OREM UT 84057
PATRICIA A SCHNEIDER		2290 VICTOR AVE	REDDING CA 96002
NELDA FAY STONE	NELDA FAY STONE TR	2307 ARGENT CT	FOLSOM CA 95630
JESSE J LONG TERM IRREV KAKUK	C/O JESSE J KAKUK	24858 BIG BEND RD	MONTGOMERY CREEK CA 96065
THOMAS W & DENITA L HIGHTMAN		2526 FLASDON RD #5	VALLEJO CA 94589
MARLENE LEWIS BATTERTON	MARLENE LEWIS BATTI	2555 TOYON ST	ANDERSON CA 96007
ROBERT & GRETCHEN JOHNSON	ROBERT G & GRETCHEN	2571 PARADISE DR	LODI CA 95242
FRUIT GROWERS SUPPLY COMPANY		27770 N ENTERTAINMENT DR	VALENCIA CA 91355
DANIEL M & WENDY L BRYAN		2880 IRWIN RD	REDDING CA 96002 1220
DELBERT & SHIRLEY ELIZABETH JOLLY	DELBERT & SHIRLEY ELI	3461 CALIFORNIA AVE	MODESTO CA 95358
LOTHAR ERICK & BROUGHTON CAROL LYNN RUPPERT		3615 CHURN CREEK RD #19	REDDING CA 96002 2974
BUREAU OF INDIAN AFFAIRS & GEMMILL M	C/O MICKEY L & RENET	3616 COEUR D ALENE AVE	SHASTA LAKE CA 96019
UNITED STATES FOREST SERVICE		3644 AVTECH PKWY	REDDING CA 96002 9241
ERNEST R MEISSNER	ERNEST R MEISSNER III	3710 ELECTRO WAY	REDDING CA 96002
LEONARD REVOCABLE TRUST	C/O SCOTT LEONARD	40682 PICKET RD	FALL RIVER MILLS CA 96028
HILL LOGGING & ROAD BIG	BUILDING COMPANY IN	415 CAMINO CORTEZ	YUBA CITY CA 95993
SHARILYN & SANDOVAL MELANIE CARMEN		42833 REVIS CT	COARSEGOLD CA 93614
DANIEL MILES CALLAHAN		4401 SAN LEANDRO ST #39	OAKLAND CA 94601
NICOLA J CARNES		4910 HILLSIDE DR	CARLSBAD CA 92008
TERRY BICKLEY		50 BICKLEY RD	BUTLER GA 31006
BARRY E MCCOY		5445 TRUMPET CT	CASTRO VALLEY CA 94552
DUANE HRBEK		584 CASTRO ST #725	SAN FRANCISCO CA 94114
SANTHOUSE INVESTMENTS LLC	C/O DANIEL SANTHOU	597 NOD HILL RD	WILTON CT 6897
ANDREW T CHAFFEE		6 STONERIDGE	COTO DE CAZA CA 92679
GOWAN JOSEPH & LINDA 2013 FAMILY TRU	JOSEPH H & LINDA M G	631 ALAMINE DR	REDDING CA 96003
JACK TOMA		633 S JOHNSON AVE	EL CAJON CA 92020 4946
PAUL R & AUDREY V JOLLY		6750 HAAS RD	ANDERSON CA 96007
ROBERT L & MARIA VALLEE		708 HWY N #328	SEBASTOPOL CA 95472
JENNIFER ANN COOPER		7551 COVEY RD	FORESTVILLE CA 95436
SYDNEY M & TERRY D SMITH		805 MILE CIRCLE DR	RENO NV 89511
TOMMIE & HEATHER TURNER	TOMMIE T III & HEATHI	826 E CARLISE RD	PHOENIX AZ 85086

DONALD A & MONIKA A LOWER  
RYAN GIBBS  
CAROL HENDERSON

842 MONARCH CT  
90 CATHEDRAL PARK DR  
96 WITHERBEE AVE

REDDING CA 96003  
SANTA CRUZ CA 95060  
PELHAM MANOR NY 10803

**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

East Bay Community Energy Ellison  
Schneider & Harris LLP  
Engineers and Scientists of California

GenOn Energy, Inc.  
Goodin, MacBride, Squeri, Schlotz &  
Ritchie  
Green Power Institute  
Hanna & Morton  
ICF  
International Power Technology

Intertie

Intestate Gas Services, Inc.  
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