

PACIFIC GAS AND ELECTRIC COMPANY

**Bucks Creek Hydroelectric Project**

**FERC Project No. 619**

## **Residential Use Rules and Regulations**

**2019**



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**TABLE OF CONTENTS**

<b>SECTION 1.0</b>	<b>RESIDENTIAL USE OF PG&amp;E PROPERTY .....</b>	<b>1</b>
1.1	Overview.....	1
1.2	Authorized Structures--Improvements.....	1
1.3	Drawings and Plans.....	2
1.4	Size Limits .....	2
1.5	Decks and Appurtenances.....	3
1.6	Grading and Site Preparation.....	3
1.7	Landscaping.....	4
1.8	Set Backs.....	4
1.9	Signage.....	4
1.10	Water Quality Degradation.....	5
1.11	Accumulation of Debris.....	5
1.12	Burning Debris.....	5
1.13	Repairs .....	6
1.14	Vegetation Trimming and Removal.....	6
1.15	Operation of Motorized Vehicles.....	6
1.16	Transfer of Lease .....	6
1.17	Septic Systems .....	7
<b>SECTION 2.0</b>	<b>PERMIT REQUIREMENTS AND FEES.....</b>	<b>9</b>
2.1	Permit and PG&E Consent Requirements .....	9
2.2	Administrative Fees .....	8
<b>SECTION 3.0</b>	<b>USE OF THE LAKE .....</b>	<b>11</b>
3.1	Camping/Boating Restrictions.....	11
3.2	Docks and Buoys .....	11
3.3	Shared Docks .....	12
3.4	Shoreline Alteration, Cutting and Filling.....	12
3.5	Rip Rap .....	12
3.6	Boating Law Compliance .....	12
3.7	Log Booms.....	13
3.8	Public Recreation Use.....	13
3.9	Water Use.....	13
3.10	Lake Level .....	13



## DEFINITIONS OF TERMS, ACRONYMS, AND ABBREVIATIONS

For the purpose of these rules and regulations, the following definitions apply:

<b>TERM</b>	<b>DEFINITION</b>
<b>A</b>	
Applicable Lease	Specific authorization issued by PG&E for commercial or residential uses to which these Rules and Regulations are attached.
<b>C</b>	
Consent	Written approval for a non-Project use of Project lands that is documented in a consent form, approval, lease, license, or other agreement.
<b>F</b>	
FERC	Federal Energy Regulatory Commission
<b>H</b>	
High Water Elevation	The line on the shore of the Lake to which the water level reaches at maximum operating capacity under normal weather conditions, which is 5,157 feet (PG&E Datum).
<b>L</b>	
Lake	Bucks Lake, located in Plumas County, California
<b>N</b>	
NHPA	National Historic Preservation Act
Non-Project use	Ancillary use of Project land or water that does not affect Project power generation or transmission (e.g., docks, marinas).



<b>TERM</b>	<b>DEFINITION</b>
<b>P</b>	
Premises	The portion of the Property leased to Tenant in the Applicable Lease.
PG&E	Pacific Gas and Electric Company
Project	Bucks Creek Hydroelectric Project, FERC Project No. 619
Project use	Activity undertaken for the purpose of affecting Project power generation or transmission.
Property	The real property located at Bucks Lake, Plumas County, California, that is owned by PG&E, including, without limitation, the Premises together with all easements and rights appurtenant thereto.

Unless otherwise defined in these Rules and Regulations, all terms shall have the meanings given them in the Applicable Lease to which these Rules and Regulations are attached as an exhibit. These Rules and Regulations may be amended from time to time.



## SECTION 1.0

# Residential Use of PG&E Property

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## 1.1 Overview

There are presently 71 leased lots with recreation residences on Pacific Gas and Electric Company (PG&E) land at Bucks Lake in Plumas County, California (Lake), of these, only 68 are immediately adjacent the shoreline and considered lakefront lots. These lots may be located inside the boundaries of PG&E's Bucks Creek Hydroelectric Project as established by the Federal Energy Regulatory Commission (FERC) under license No. 619 as issued to PG&E. A condition of that license requires PG&E to be responsible for the enhancement and protection of the environmental resources within licensed project boundaries. PG&E has adopted the following Rules and Regulations to govern the use of the Property, to assure compliance with PG&E's FERC license, and to promote environmental, biological, and cultural resources. PG&E's Ground Leases for recreational residences on PG&E property contain provisions for termination in the event of violation of these rules and regulations at PG&E's discretion.

PG&E, at its sole discretion, reserves the right to amend or modify these Rules and Regulations at any time. Past practices, policies or occurrences have not established precedence, and no activity or improvements should be assumed acceptable based on past actions or prior approval by PG&E.

As part of PG&E's bankruptcy settlement agreement, all PG&E-owned Bucks Lake watershed lands are subject to permanent conservation easements restricting development of the lands to protect and preserve their Beneficial Public Values (BPVs). PG&E will continue owning all Bucks Lake watershed lands, subject to permanent conservation easement(s), managing all third party uses of the property as the land manager. Existing third party uses of the property will continue to be allowed, and managed by Licensees, including any future amendments or modifications to the lease agreements. The existing third party uses will be documented as an exhibit to the future conservation easement as allowed uses. If issues are discovered which could potentially damage the beneficial public values on the property, the conservation easement holder will work with PG&E to resolve the issue. The conservation easement holder will monitor the property on an annual basis to ensure conservation of the BPVs and will coordinate with PG&E to resolve any issues which have the potential to damage the BPVs. All local, state, and federal laws and ordinances will continue to be enforced by the applicable governmental agency.

## 1.2 Authorized Structures--Improvements

To maintain long-term objectives for aesthetics, to control future growth and to protect the integrity of septic, water and general utility facilities in the Lake basin, PG&E will authorize only one dwelling unit per lot. Secondary structures now existing such as sheds, guest houses and detached garages will be phased out over time or attached to the dwelling unit through alteration of design, for instance by a trellis or a breezeway, provided that together the overall size of the dwelling unit and the attached secondary structure does not exceed the maximum allowable square footage



limitations as set forth in Section 1.4 (Size Limits) below. Secondary structures may be required to be removed at the election of PG&E upon any of the following events:

- A change in ownership of Tenant's residence;
- Expiration/termination of Tenant's lease with PG&E, as more specifically set forth in the Applicable Lease;
- A request for new construction, or alteration, addition or substantial repair of existing improvements;
- Destruction of the structure; and
- A change in PG&E's ownership of the Property or termination of its FERC license.

Construction of additional sheds, guesthouses and detached garages will not be allowed. Reconstruction of existing structures or enlargement of existing structures may be allowed only with PG&E's prior written consent, which consent shall be at PG&E's sole and absolute discretion, according to the procedure set forth in these Rules and Regulations and the Applicable Lease.

### **1.3 Drawings and Plans**

In connection with any proposal for new construction, alteration, addition, or substantial repair of existing improvements, Tenant is required to submit design and layout plans to the authorized PG&E representative, and otherwise comply with all requirements set forth in the Applicable Lease. The design and layout plans should provide enough detail to allow an in-depth analysis. Details including features such as roads, trees, rock outcrops, location of planned and existing improvements, proposed minor cuts and fills and delineation of lot boundaries should be shown as accurately as possible. The total size of the structure, individual floor spacing, foundation dimensions, etc., should always be indicated as accurately as possible.

Under no circumstances will new construction, alteration, addition, or substantial repair of existing improvements be authorized by PG&E unless the plans submitted demonstrate compliance with the maximum allowable square footage limitation standard and compatibility with the natural surroundings.

If PG&E's designated representative grants PG&E's written approval-in-concept of the proposed new construction, alteration, addition, or substantial repair of existing improvements, Tenant will submit their construction plans to the applicable County Planning Department for final approval as required by law to insure compliance with all pertinent and applicable construction code standards. Tenant must also obtain required permits from other agencies (if applicable) before any project can start. The form of all permits and any conditions related thereto, shall be submitted to PG&E for approval, which approval may be withheld at PG&E's sole and absolute discretion. Copies of the final permits will be sent to PG&E for inclusion in its files.

### **1.4 Size Limits**

The habitable space of a structure is limited to a maximum of 1,440 square feet. Determination of habitable space will be at PG&E's sole discretion and will include the sum total of all separate



structures that are habitable, including both floors of a two-story residence, and where they already exist, authorized guest cabins and garages with habitable space. Part of any agreement to increase the enclosed size of a residence will require agreement by Tenant to remove any guest cabin(s) and/or other outbuildings with habitable space to achieve the required 1,440 square foot maximum. PG&E, however, further reserves the right to limit the size of all structures and improvements to any square footage that PG&E deems, in its sole discretion, is suitable for the lot, based on lot size, location, terrain, vegetation and any other factors PG&E may consider.

A recreation residence may not be constructed higher than one story plus a loft if on level ground. In cases where excavation is allowed into a slope, the structure can be proposed and ultimately constructed as a two-story unit with a loft, but the lower story must constitute a non-habitable basement/garage for the primary purpose of storage with exterior access only. No dwelling or bath facilities shall be allowed within the lower story. The total height of the structure shall conform to county ordinances and not exceed 35 feet from the ground floor to the peak of the roof.

## **1.5 Decks and Appurtenances**

Decks and patios must be attached to the residence. Combined deck and/or patio size shall not exceed 800 square feet. Whenever possible, decks should be constructed only on one side of the residence. Decks and patio locations must be approved by PG&E's representative, at PG&E's sole and absolute discretion, and must be outside the 25-foot designated setback, measured horizontally, from the High Water Elevation of the Lake. If the area under a deck is used for storage it must be fully enclosed.

Appurtenances may be approved on a case-by-case basis, at PG&E's sole and absolute discretion, provided, however, PG&E will not approve any appurtenance that detracts from the natural surroundings. Examples of prohibited appurtenances: hot tubs/spas, built-in BBQ's, solar panels, swing sets, gazebos.

## **1.6 Grading and Site Preparation**

In preparing a lot for construction, Tenant must be guided by the principle that the slope and configuration of the land should always be preserved in as near a natural condition as practical. Effort must be made to minimize cuts and fills and an attempt should be made to balance grading activities so as to avoid the removal or excessive importation of topsoil. When soil must be moved or stockpiled, the Tenant will grade the soil to match local contours and mulch and/or reseed the disturbed areas with certified weed-free and/or native plant materials (when available, it is preferable to use mulch from onsite materials [e.g., chipped trees/slash]). If fill is required Tenant will use fill collected on-site, from weed-free areas, whenever possible. PG&E will require a grading plan for review and the representative in charge shall make a determination as to whether proposed cuts and fills are beyond that which is necessary to accommodate the proposed construction. If PG&E approves the grading plan, Tenant will then submit grading plans to the applicable County Planning Department for final approval as required by law to insure compliance with all pertinent and applicable construction code standards.





Restoration and seeding of disturbed areas, including topsoil piles and berms, will be completed within 30 to 60 days following completion of construction or ground-disturbing activities, or as soon as possible during the appropriate season (i.e., prior to rainy season).

Temporary erosion prevention and control measures will be implemented during planned construction or reconstruction activities associated with the Applicable Lease. Such projects include, but are not limited to, road reconstruction, and development where ground disturbance and/or vegetation removal is expected. The specific temporary erosion control measures will be site-specific and will include all measures required by permits, in addition to applicable PG&E Best Management Practices<sup>1</sup> (BMP) while working on PG&E land. A Stormwater Pollution Prevention Plan may also be prepared and incorporated, as applicable. Additionally, non-stormwater BMPs, such as fueling, paving, waste material use and storage, stockpile management, spill control, and waste management BMPs, will be implemented by the lease holder year-round for any construction or maintenance activities within the Project Boundary. Measures will be site-specific for each planned project and could extend past the final construction inspection by up to three years, if re-vegetation is included for more permanent site stabilization and erosion control (refer to the Integrated Vegetation Management Plan).

## **1.7 Landscaping**

Landscaping is authorized only to restore natural conditions. Urban-like flower beds, lawns, ivy, and decorations such as birdbaths, statues and plastic flowers are not acceptable and will not be allowed. Walks should be gravel or native material. The use of non-native rocks or vegetation and other types of decorations foreign to the natural environment are not allowed. Removal of vegetation and trees solely to improve views and visibility is prohibited. No underground sprinkler systems will be allowed. Herbicide and pesticide use within the horizontal 25-foot setback from the High Water Elevation is prohibited; application on the Premises beyond the 25-foot setback requires PG&E approval. Any pesticides (including herbicides) used on the Premises will be registered with the Environmental Protection Agency and the California Department of Pesticide Regulations for the specific purpose planned.

Attachments of any objects to trees by any means will not be allowed. Such objects include, but are not limited to: gates, yard lights, private power lines, benches, signs, clotheslines and wires.

## **1.8 Set Backs**

No structures or improvements, excepting those currently in place, will be allowed on the Premises within 25 feet, measured horizontally, of the High Water Elevation. If destroyed or in need of major rebuild they will be relocated or rebuilt in the same or another location, as designated by

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<sup>1</sup> PG&E's Construction Stormwater Management Department ensures that appropriate Best Management Practices are implemented and maintained so that potential runoff from construction work areas is managed in a way that eliminates or reduces the potential to negatively impact water quality by contributing sediments and other visible and non-visible pollutants to creeks, streams, wetlands, and estuaries. BMPs include sediment control measures, such as silt fences, sandbag and straw barriers, revegetation of areas after ground-disturbing activities, re-grading slopes to prevent concentrated runoff into water bodies, scheduling activities outside of the rainy season (when possible), and installation of rock revetment structures.



PG&E, subject to the requirements set forth in the Applicable Lease and these Rules and Regulations.

## **1.9 Signage**

No signage shall be placed on the Property without PG&E's prior written consent to a drawing of such signage, which consent shall be at PG&E's sole and absolute discretion. No signs will be approved unless such signs are of a rustic design and consistent with the natural surroundings. Residences will be allowed only one sign displaying the lot number, street address and Tenant's last name. If the sign on the residence is not easily visible from the main road, a second sign, on a maximum 36-inch high post at the driveway entrance, may be authorized; however, it must be approved by PG&E. Signs may not be nailed or otherwise attached to trees.

## **1.10 Water Quality Degradation**

PG&E and applicable agencies may prosecute anyone contributing to the degradation of water quality at the Lake. Sewage and drainage systems must be (i) properly located in accordance with Section 1.17 (Septic Systems) of these Rules and Regulations, (ii) approved in writing by PG&E, and (iii) in compliance with all applicable governmental regulations and these Rules and Regulations. Septic systems shall be installed and operated so that effluent never reaches the water of the Lake. Portable or pump out restrooms are not allowed, except on a case by case basis reviewed and authorized by PG&E.

Vehicles and equipment will not be maintained or refueled in areas where hazardous materials may enter a stream or lake.

No debris, soil, silt, sand, rubbish, construction waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, will be stored or otherwise placed in an area where they may enter a stream or lake. As soon as possible, but no later than 24 hours after the event of a reportable quantity hazardous material spill or accident, the Tenant will inform the appropriate federal, state, and county Agencies and PG&E. If the spill occurs on or affects resources on National Forest System land, the Tenant will contact the Plumas National Forest to report the spill and discuss corrective actions. reporting will include the following details regarding the spill: materials, magnitude, nature, time, date, location, and actions taken.

## **1.11 Accumulation of Debris**

Tenant shall not allow the accumulation of landscape debris, tree trimmings, debris or trash on the Property. In no event shall the Tenant dispose of or allow the disposal of any debris, trash, waste or personal property on the Property or in the Lake. All household refuse shall be removed from the Property either by Tenant or by a contracted local waste management service, at Tenant's sole cost. Routine and occasional collection of drifting debris is permissible provided such refuse is promptly removed from the Property.



## **1.12 Burning Debris**

Burning of household refuse is strictly prohibited. Tenant shall not burn natural debris (twigs, pine needles, leaves, limbs, etc.) within 25 feet, measured horizontally, of the High Water Elevation. Tenant shall not burn any debris outside of a furnace or fireplace constructed for that purpose within a building, or in an existing fire ring or campfire pit. Tenant shall comply with all applicable state and county rules and regulations associated with any burning, take all precautions to prevent and suppress fires, and obtain all necessary burning permits from the appropriate agency.

Campfires contained in a metal or rock fire ring will be allowed within the Premises, but in no event shall they be allowed within the 25-foot setback, measured horizontally, from the High Water Elevation. Tenant will maintain a 10-foot radius clearance to bare mineral soil around all fire rings and remove overhanging branches to a height of 10 feet. This applies to all fire rings and barbeque grills on the Premises.

## **1.13 Repairs**

Tenant shall have the obligation to perform usual, necessary and ordinary repairs to buildings, fences, water pipelines and other structures to keep such improvements in good condition to the satisfaction of PG&E. Tenant shall paint the exterior of all buildings as needed in a color approved by PG&E and will not allow the facilities' outward appearance fall in to a state of disrepair as determined by PG&E. An approved list of colors may be obtained by contacting PG&E's Hydro Support Department, 3600 Meadow View Drive, Redding, CA 96002.

## **1.14 Vegetation Trimming and Removal**

Tenant is responsible for the removal or trimming of trees or brush that are dead or hazardous, at Tenant's sole expense. Tenant should contact PG&E if Tenant is concerned about a particular tree; otherwise, if hazardous trees or vegetation are identified by PG&E during annual property inspections PG&E will notify the Tenant and require Tenant to remove or trim them as appropriate. Tenant must obtain PG&E's written authorization before removing or trimming any woody vegetation that is 4.5 feet or more than in height, which authorization shall specify the manner of such removal and disposal. To protect nesting bird species and, to extent feasible and with appropriate monitoring, Tenant will avoid vegetation removal (e.g., tree removal, brush mastication, and significant tree limbing) during the general nesting bird season of February 1 through August 31.

Tenant shall comply with Public Resource Code 4291 which requires residents of California to provide and maintain a defensible space of 100 feet (minimum) around all structures and keep roofs free of needles, leaves, or other debris. If the lease area boundary is less than 100 feet away from the habitable structure, the Tenant is only required to maintain defensible space to the extent of the lease boundary.



## **1.15 Operation of Motorized Vehicles**

Tenant shall not operate motorized vehicles of any nature on the Property outside of the boundary lines of the Premises; except upon existing roads required for ingress to and egress from the Premises. Permission for vehicular access to any existing domestic water system lying outside the boundary lines the Premises must be obtained by requesting written permission from PG&E's Hydro Support Department, 3600 Meadow View Drive, Redding, CA 96002. Tenant shall not operate or park motor vehicles (or allow vehicles to be operated or parked) on the reservoir shoreline or lakebed for the purposes of vessel launching/retrieving outside of a designated launch ramp or for other recreation activities. PG&E will occasionally allow short duration Tenant use of motorized vehicles on the shoreline to infrequently adjust or place authorized docks/buoys as reservoir levels dictate.

## **1.16 Transfer of Lease**

Assignment, but not subletting, shall be allowed with PG&E's written consent in conjunction with the sale of a residence, as more specifically set forth in the Applicable Lease. An administrative fee of at least \$1,000 will be levied for a request for assignment of the Applicable Lease. This fee is subject to change at PG&E's sole discretion.

## **1.17 Septic Systems**

In the event that Tenant is not connected to the community septic system, the following rules and regulations shall apply:

- Tenant shall be required to have Tenant's septic system inspected annually by a Licensed Engineer or Licensed Sanitation Engineer or other qualified personnel, who is deemed acceptable to PG&E, and Tenant will provide to PG&E, by August 1st of each year, a written report from said Engineer or qualified personnel as to the status of said septic system. Pumping records shall be provided to PG&E annually on septic systems with a pump out holding tank.
- If applicable, Tenant shall, within one (1) year of written notification from PG&E, convert any existing septic system to a septic system with off-site leach fields at a site or sites as designated by PG&E. Tenant shall be solely responsible for all costs associated with the engineering, permitting, construction and maintenance of said system. PG&E must review all plans. Final approval of the plans and issuance of any agreement shall be at the sole discretion of PG&E.
- In the event of any septic system failure, Tenant shall immediately be required to (1) design and install, at Tenant's sole expense, such septic lines and leach fields as necessary within a site or sites designated by PG&E, or (2) contact the appropriate homeowners' association and make arrangements to connect to the local community septic system. PG&E must review all plans, and final approval is at the sole discretion of PG&E. Interim sealed pump out vault systems will be acceptable provided that the appropriate permits be obtained from the County Environmental Health Department.



- If Tenant is required to install an off-site system, PG&E will prepare an agreement outlining the terms and conditions for such installation. Tenant will pay an administrative fee of at least \$1,000, and an annual fee of at least \$250.00 for the use of additional PG&E property. These fees are in addition to any fees set forth in the Applicable Lease. The combined fees (both the administrative fee and first year annual fee) will be due and payable upon delivery and execution of said agreement. The fees quoted in this paragraph are subject to change at PG&E's sole discretion.
- Tenants with sealed pump out vault systems shall ensure that all existing waste water facilities, including but not limited to drain lines, leach lines and septic tanks, capable of transporting or storing gray water or effluent shall empty into said sealed vault.



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## SECTION 2.0

# Permit Requirements and Fees

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## 2.1 Permit and PG&E Consent Requirements

Tenant is responsible for securing any and all applicable permits according to law from the appropriate federal, state and local agencies including, but not limited to: The California Department of Fish and Wildlife, United States Fish and Wildlife Service, United States Army Corps of Engineers, Central Valley Regional Water Quality Control Board, Plumas County, and the Forest Service. Tenant may also be responsible for any costs PG&E incurs to comply with consultation requirements associated with the Tenant's proposed actions that are not exempt from review or consultation as required by the Project Historic Properties Management Plan (HPMP). PG&E will review the Tenant's proposed actions relative to the list of screened activities provided in the HPMP to make this determination.

Tenant should contact the local PG&E representative prior to any planned activity to determine whether written consent is required from PG&E. If issued, consent for conducting the activity is valid for a specific period from the date of issuance as set forth in the Consent. If the facilities are not installed within the time frame set forth in the Consent, then the Consent will be void. Below is a partial list of items that will require Consent from PG&E as well as potentially requiring permits from any applicable governmental agency. In the event that any of the following activities are to be conducted outside the boundary of the Premises, Tenant will obtain all necessary permits, approvals, consents, licenses and agreements from not only PG&E and the appropriate governmental agencies, but also from the owner, lessee or licensee of the property being accessed or impacted by the activities.

- excavation, grading, dredging, rip rap placement, stump and rock removal, and other forms of shoreline alterations;
- storage of materials outside structures previously approved by PG&E for such use;
- construction or reconstruction of buildings, docks, buoys, stairways, walkways or other improvements;
- vehicular access to any existing domestic water system lying outside the boundary lines of the Premises; and
- other activities that may affect water storage, water rights, cultural resources, the environment, etc.

## 2.2 Administrative Fees

An administration fee may be charged for Consents issued for review of applications for activities or construction on the Property. Such fee will cover preparation of the Consent, routing for approval, and administrative expenses. Currently the minimum fee is \$1,000 per application and is subject to change at PG&E's sole discretion.



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## SECTION 3.0

# Use of the Lake

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### 3.1 Camping/Boating Restrictions

Houseboats shall not be permitted on the Lake. Patio boats, cabin cruisers and sailboats are acceptable on a day-use basis only and shall not be utilized for overnight lodging purposes. Boat camping or other forms of camping, which would utilize the Lake or its shoreline in areas other than designated campgrounds or resorts shall not be permitted.

### 3.2 Docks and Buoys

Tenants whose lots are adjacent to the Lake may, upon review and approval by PG&E, and issuance of the necessary Consent, which will be in the form of a boat dock license agreement, install one floating boat dock, with a maximum square footage of 240 square feet (not including walkways or gangplanks) and/or one buoy per lot within the waters of the Lake. PG&E may require shared docks in coves or areas of heavy congestion. The installation and operation of boat docks shall be governed by these Rules and Regulations, the boat dock license agreement and the terms of the Applicable Lease.

Flotation material utilized in the construction or selection of dock or buoy shall have a rigid outer shell that will not deteriorate due to natural causes or be easily penetrable. Styrofoam shall be fully encased by an outer shell and the entire unit shall be maintained to ensure that foam is not exposed.

Pre-cast blocks containing a minimum of eight (8) cubic feet of concrete or angular non-corrodible anchors approximating the same amount of submerged weight are generally considered acceptable forms of anchorage. Corrodible barrels and drums are not permitted. In the event that any dock or buoy, or portion thereof, should break loose from its anchorage, Tenant shall retrieve such material as soon as possible, but in no event later than twenty-four (24) hours of being notified or becoming aware of such breakage.

Mooring buoys shall have a white plastic or fiberglass exterior with a blue band clearly visible above the waterline to conform with the State of California's uniform system of marking. Non-compatible docks or buoys will require upgrading, repair or removal in a time frame consistent with their condition. Major repairs, which include the use of chemicals, paint, etc., shall always be made on dry ground above the High Water Elevation. Docks or buoys not repaired or remaining after a time prescribed by PG&E for repair or removal, shall be removed at the expense of the dock or buoy owner.

Docks or buoys shall at no time extend more than 100 feet from the active water's edge and may require adjustment by the Tenant as lake level fluctuates. As near as practicable, they shall be at least 40 feet from any other dock and/or buoy and shall be a minimum of 20 feet inside the lake



ward projected side line boundaries of the Premises. No cable or anchorage system shall be attached to trees or other vegetation.

An identity tag shall be issued for permitted installations. All permitted installations must display such identity tag in a conspicuous location clearly visible to shore patrols, and any installation not in compliance with this paragraph may be removed by PG&E at Tenant's expense.

PG&E reserves the right to require Tenant to change the location of the boat dock and/or buoy based upon reasonable concerns related to safety or congestion of said facilities with other facilities being installed in the Lake.

### **3.3 Shared Docks**

In areas of the Lake that experience high boating congestion and, at PG&E's sole discretion, PG&E may issue a license agreement for a boat dock shared by multiple neighboring Tenants. If a location is deemed appropriate for a shared dock, the Tenants must then provide PG&E with plans and specifications for a proposed shared dock. Such approval and consent of shared dock location and design shall be at PG&E's sole and absolute discretion. Processing and approving requests for a license agreement for a shared dock will be subject to PG&E's administrative fee, which is subject to change at PG&E's discretion.

### **3.4 Shoreline Alteration, Cutting and Filling**

In order to promote fishery and/or environmental projects or to provide erosion control measures along the shoreline, stump and rock removal, excavation, grading, cutting or other forms of shoreline alteration are prohibited, unless approved in writing by PG&E and permitted by applicable agencies. No fill material will be allowed below the High Water Elevation except for erosion protection projects, foundations for steps, and dock/buoy anchors. Earth filling of the Lake decreases the storage capacity and can be detrimental to water quality.

### **3.5 Rip Rap**

PG&E will generally issue a License Agreement to authorize installing rip rap for erosion control provided it is appropriate at the location and is aesthetically acceptable. The material to be used must be approved in writing by PG&E prior to installation. The rip rap plan must be designed and stamped by a licensed engineer. Tenant shall provide PG&E with plans and specifications for proposed rip rap installations as part of any request package. Tenant is responsible for acquiring all necessary agency permits and providing PG&E with copies of those agency permits prior to installation. PG&E will, upon request, provide a suggested method for the installation of rip rap. No concrete retaining walls, concrete blocks, broken concrete, bricks, building materials, or non-authorized material may be used as rip rap. Processing proposals for installing riprap will be subject to PG&E's administrative fee, which is subject to change at PG&E's discretion.



### **3.6 Boating Law Compliance**

Navigable crafts shall comply with all legal requirements applicable to boating safety.

### **3.7 Log Booms**

Log booms are not permitted for lakefront recreational homesites.

### **3.8 Public Recreation Use**

The shoreline of the Lake below the FERC Project boundary is open to the public for boating, fishing and general recreation, pursuant to applicable county, state and federal laws. Tenant's private use of the shoreline shall not prevent or restrict public use of or recreation upon the shoreline in any manner. Private docks, buoys, etc., when permitted by PG&E, are the personal property of those tenants. Tenants shall govern public uses of those facilities.

### **3.9 Water Use**

Tenant shall not use any water from the Lake or from any other source on or adjacent to the Premises except such water as Tenant may develop by means of wells on the Premises for Tenant's domestic use thereon, as approved and authorized by PG&E. Water systems or water lines located outside of the Premises, require written permission authorizing such use from the appropriate property owner. PG&E in no way guarantees or shall be held liable for the quality or quantity of water used by Tenant. Tenant agrees that PG&E shall not be responsible for any damage to Tenant's water supply system while performing work in the course of PG&E's business.

### **3.10 Lake Level**

Tenant is hereby notified that the primary use of the Property is for generation of hydroelectric power and lake levels can vary dramatically according to PG&E's operational needs, consistent with applicable FERC requirements. PG&E has no obligation to maintain the water level of the Lake at any particular level regardless of any improvements installed by any Tenant, or the occupancy of any area by any Tenant.